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 22, 2025

SPECIAL MEETING – 5:15 p.m.
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. Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

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 Office Specialist Sasha Fuentes

B. Introduction of Associate Planner Mario Arrellano

C. Introduction of Assistant Planner Jarrod Palmer

D. Introduction of Engineering Technician Miguel Jimenez

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Recognition of Outgoing City Commissioners

19. 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: 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) ADOPING 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. Amendment No. 1 to Development Agreement No. 02-2016, Amendment No. 1 to the Athens Services Franchise & Facility Operations Agreement, and Amendment No. 5 to Franchise Agreement for Waste Hauling Services
Department: Community Development

Recommendation: (1) Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **introduce for first reading ORDINANCE NO. 786,** entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-2016 BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION, DBA ATHENS SERVICES, LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CALIFORNIA 91706 (APN 8535-001-039) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162"; (2) **Adopt Resolution No. 2025-14-3602**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE FRANCHISE & FACILITY OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039),AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162"; (3) **Adopt Resolution No. 2025-17-3605**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162".

20. CONSENT CALENDAR

A. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

B. Annual Bulletproof Vest Partnership (BVP) grant with the Department of Justice
Department: Police

Recommendation: **Adopt Resolution No. 2025-07-3595** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN ANNUAL BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND" reading by title only and waiving further reading thereof, thereby authorizing the Police Department to continue to seek reimbursement for ballistic vest cost through the U.S. Department of Justice Ballistic Vest Partnership Grant Act of 1998.

C. Appropriate Asset Forfeiture Funds and Interest
Department: Police

Recommendation: **Adopt Resolution No. 2025-12-3600,** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT."

D. Rejection of Claim - Cristian Castaneda
Department: City Clerk

Recommendation: (1) Reject the claim of Cristian Castaneda vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

E. Rejection of Claim - Natalia Castaneda
Department: City Clerk

Recommendation: (1) Reject the claim of Natalia Castaneda vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

F. Investment Quarterly Report for Fiscal Quarter Ending December 31, 2024
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

G. Approve a Fee Waiver for Irwindale Lions Club
Department: Administration

Recommendation: **Adopt Resolution No. 2025-15-3603** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF

$1,410.00 FOR MONTHLY MEETINGS BEGINNING JANUARY 2025 THROUGH AND INCLUDING NOVEMBER 2025 AND ONE LIONS CLUB SPEAKER COMPETITION".

H. Award Professional Services Contract to Dynamic Planning + Science for the Preparation of Hazard Mitigation Plan and Approve appropriation of $139,255 from the General Fund Reserve
Department: Community Development

Recommendation: **Adopt Resolution No. 2025-13-3601** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING: 1) AN AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH DYNAMIC PLANNING + SCIENCE FOR THE PREPARATION OF THE HAZARD MITIGATION PLAN; 2) AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DYNAMIC PLANNING + SCIENCE; and 3) AN AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET BY APPROPRIATING $139,255 FROM THE GENERAL FUND RESERVE".

I. Fee Waiver for Irwindale Chamber of Commerce's E-Waste Event
Department: Community Development

Recommendation: **Adopt Resolution No. 2025-16-3604** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JANUARY 25-26, 2025".

21. 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

22. NEW BUSINESS

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

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. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve

B. Investment Quarterly Report for Fiscal Quarter Ending December 31, 2024
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

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. Investment Quarterly Report for Fiscal Quarter Ending December 31, 2024
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

B. Acquisition of 14905 Los Angeles Street, Irwindale CA
Department: Administration

Recommendation: **Adopt Resolution No. HA 2025-01-145** entitled "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 14905 LOS ANGELES STREET, IRWINDALE, CALIFORNIA, AUTHORIZING THE HOUSING COORDINATOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS, AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING FUND 12."

34. SPONTANEOUS COMMUNICATIONS

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

35. NEW BUSINESS

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

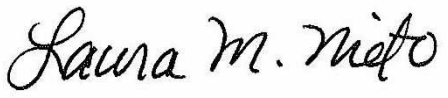
36. PUBLIC HEARINGS

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

37. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on January 22, 2025, be posted at the City Hall, Library, and Post Office on **January 17, 2025.**



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Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.A.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 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:

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) ADOPING 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:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Brandi Jones, Senior Planner — 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:

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 January 8, 2024, this item was brought before the City Council but was continued to a date certain (January 22, 2025) to allow for additional review of the CEQA documents. Legal Counsel recommended the following revisions to the draft Specific Plan document:

<u>Draft Specific Plan</u>

- Page 36 – Add additional notes to Battery Energy Storage Systems (BESS) line item.

Existing: Shall be subject to the Irwindale Municipal Code chapter regarding BESS for standards not specified in the Specific Plan. Development shall be limited to the area identified as BESS Area on Figure 4-2.

Proposed: Shall be subject to the Irwindale Municipal Code chapter regarding BESS for standards not specified in the Specific Plan. Development shall be limited to the area identified as BESS Area on Figure 4-2.

The Development Agreement shall comply with any applicable laws or ordinances in effect at the time of Development Agreement approval.

- Page 88 - Add additional language regarding the implementation of Specific Plan.

Existing: Implementation of development within the Development Area shall be subject to City approval of lot line adjustments, site plan review, plot plans, subdivision reviews, building permits, and other planning approvals and permits that may be required by the City of Irwindale pursuant to the Specific Plan or the City of Irwindale Municipal Code. The implementation process described herein provides the procedures for review and approval of development within the Specific Plan Area.

Proposed: Implementation of development within the Development Area shall be subject to City approval of lot line adjustments, site plan review, plot plans, subdivision reviews, building permits, and other planning approvals and permits that may be required by the City of Irwindale pursuant to the Specific Plan or the City of Irwindale Municipal Code, including compliance with any applicable development standards whether set forth herein or in the City of Irwindale Municipal Code. The implementation process described herein provides the procedures for review and approval of development within the Specific Plan Area.

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.

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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 Development Agreement.

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

100. Irwindale Gateway Specific Plan FEIR without Appendices (SCH# 2023020290) (previously provided)

https://www.irwindaleca.gov/DocumentCenter/View/9603

500. 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 (previously provided)

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

50. Project Images

https://www.irwindaleca.gov/DocumentCenter/View/9648/Planning-Commission-PresentationProject-Images---10212024

1000. 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

15. Additional BESS data provided by the Applicant
16. Letter from Kearny Real Estate Company, dated January 15, 2025

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(1045303.1)
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(1045304.1)
12. Attachment G- Ordinance No. 787 ZOA 02-2023 FINAL(1045305.1)
13. Attachment H - Ordinance No. 788 ZC 02-2022 with Zoning Map FINAL(1045307.1)
14. Attachment I - CC Resolution No. 2025-05-3593 TPM 83854 FINAL(1045310.1)

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
21. Attachment O - Additional BESS data provided by the Applicant
22. Attachment P - Letter from Kearny Real Estate Company, dated January 15, 2025

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) On January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

(xx) On January 22, 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

(xxi) 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.

5. INDEMNITY. 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 the Irwindale Gateway Specific Plan, including the related EIR and/or related entitlements and ordinances approved in furtherance thereof. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

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 22nd 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 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

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

Prepared for:

City of Irwindale
Brandi Jones, Senior Planner
City of Irwindale Community Development Department
5050 Irwindale Avenue
Irwindale, California 91706
bjones@irwindaleca.gov

Prepared by:

PlaceWorks
Contact: JoAnn Hadfield, Principal
3 MacArthur Place, Suite 1100
Santa Ana, California 92707
714.966.9220
info@placeworks.com
www.placeworks.com

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

(xiii) On January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

(xiv) On January 22, 2025, the City Council conducted the continued 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.

5. INDEMNITY. 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 the Irwindale Gateway Specific Plan, including the related EIR and/or related entitlements and ordinances approved in furtherance thereof. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

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 22nd 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 22nd day of January 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

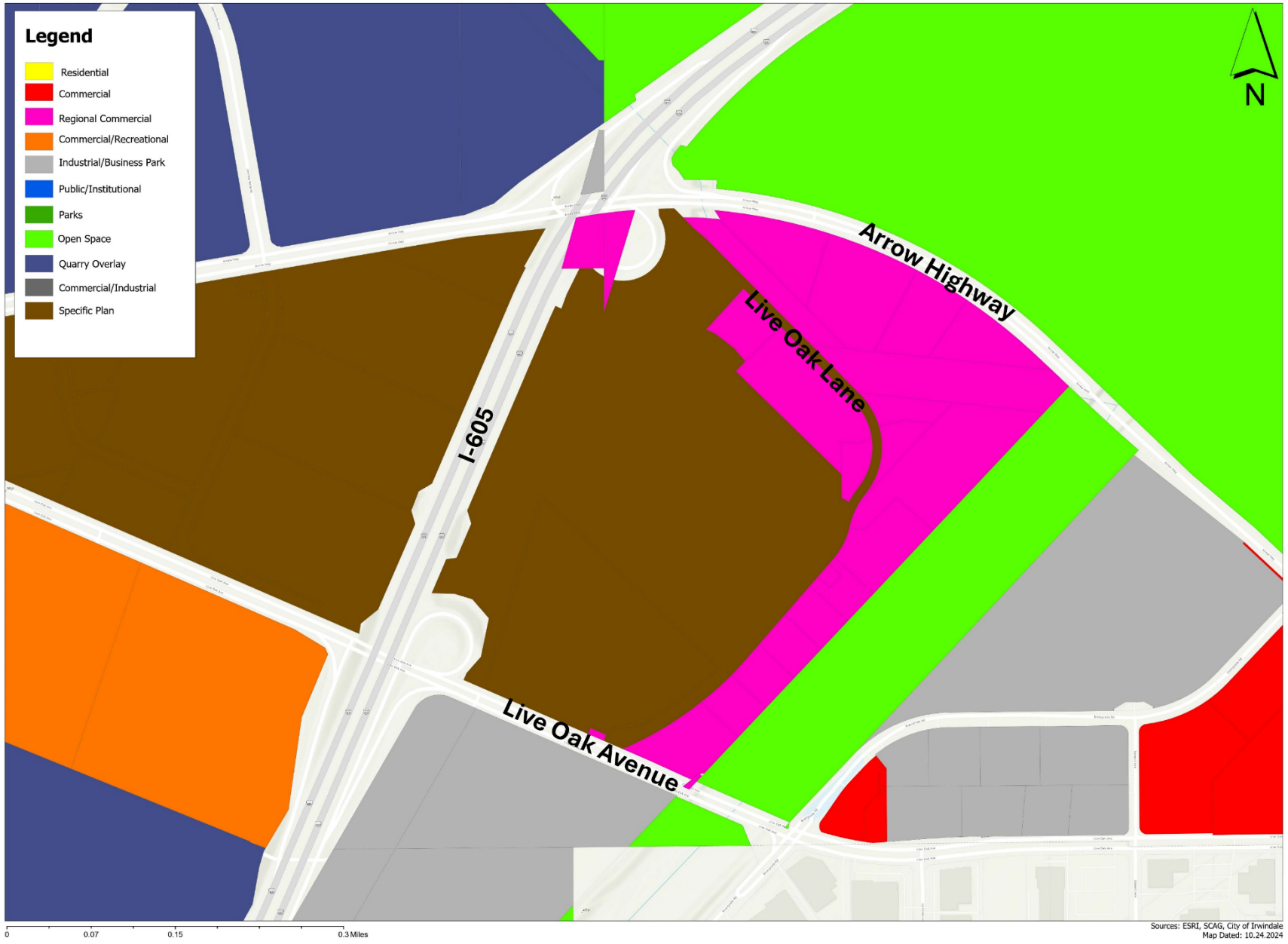
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit:
A. Proposed 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, on January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

WHEREAS, on January 22, 2025, the City Council conducted the continued 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. 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 the Irwindale Gateway Specific Plan, including the related EIR and/or related entitlements and ordinances approved in furtherance thereof. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

SECTION 6. 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 7. 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 8. 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 22nd 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 22nd day of January 2025, and was duly approved and adopted on second reading at its regular meeting held on the 12th day of February 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, on January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

WHEREAS, on January 22, 2025, the City Council conducted the continued 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. 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 the Irwindale Gateway Specific Plan, including the related EIR and/or related entitlements and ordinances approved in furtherance thereof. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

SECTION 6. 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 7. 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 8. 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 22nd day of January 2025, and was duly approved and adopted on second reading at its regular meeting held on the 12th day of February 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) On January 8, 2025, the City Council continued the hearing on this item to a date certain (January 22, 2025); and

(xiii) On January 22, 2025, the City Council conducted the continued 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

(xiv) 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.

PASSED, APPROVED AND ADOPTED this 22nd 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. 2025-05-3593 was adopted at a regular meeting of the

Irwindale City Council 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

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, Irwindale Gateway Specific Plan, including the related EIR and/or related entitlements and ordinances approved in furtherance thereof. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense. 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.

ATTACHMENT “J”

TENTATIVE PARCEL MAP NO. 83854

https://www.irwindaleca.gov/DocumentCenter/View/10699/TPM-83854-11262024

ATTACHMENT “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

ATTACHMENT “L”

PROJECT IMAGES

https://www.irwindaleca.gov/DocumentCenter/View/9648/Planning-Commission-PresentationProject-Images---10212024

ATTACHMENT “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

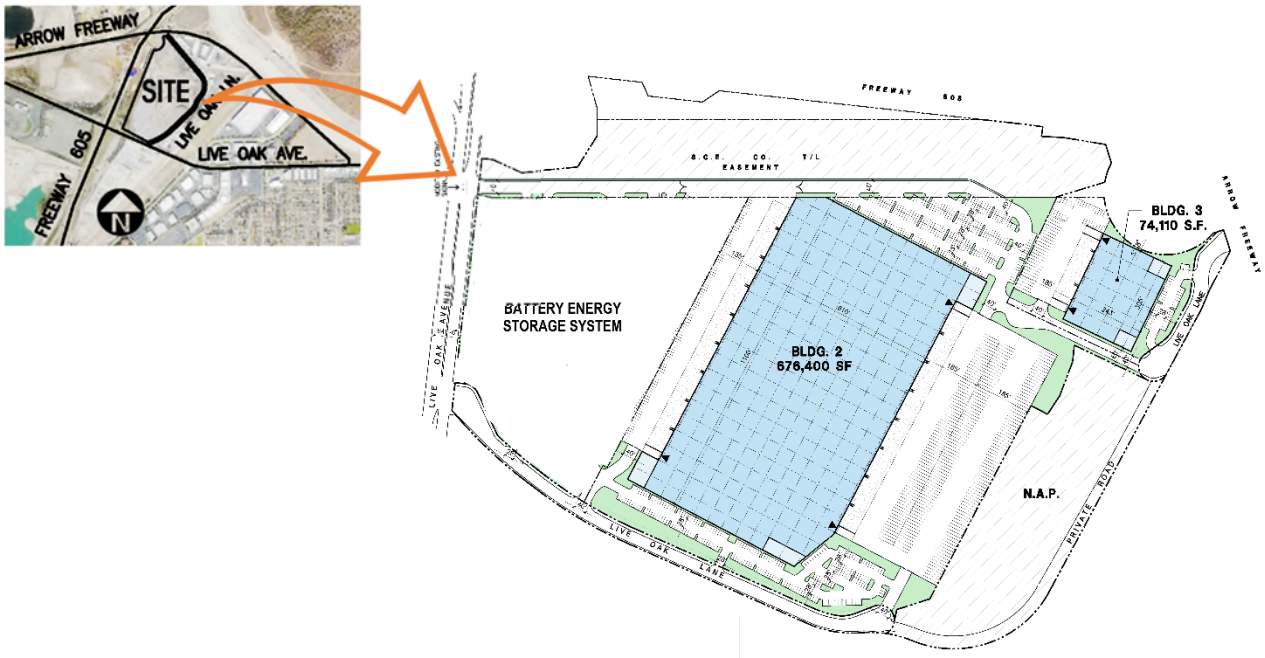
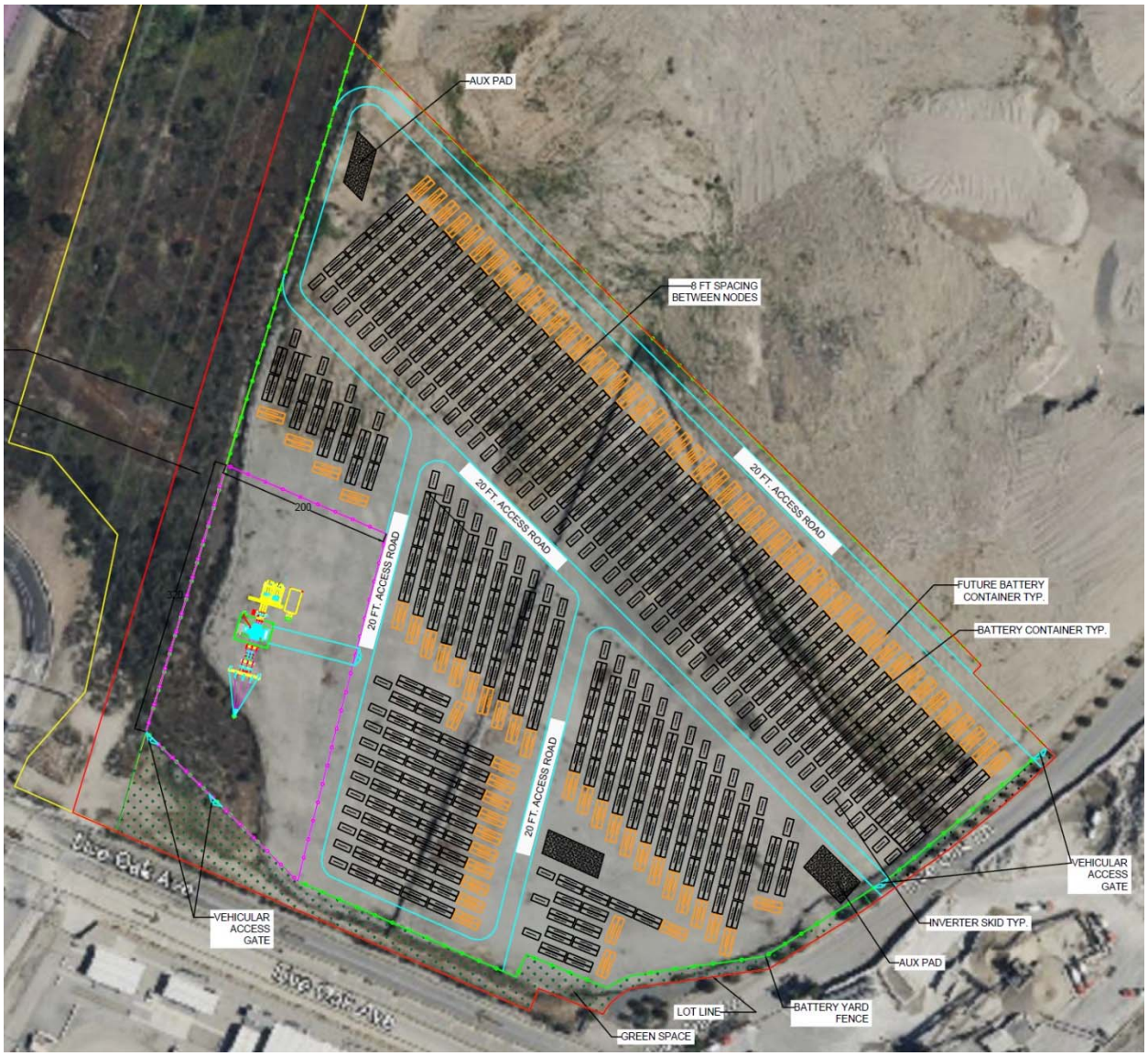


Figure 2: Conceptual Site Plan for BESS Component



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

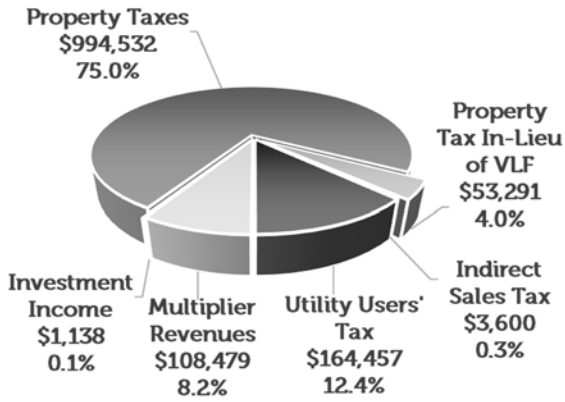
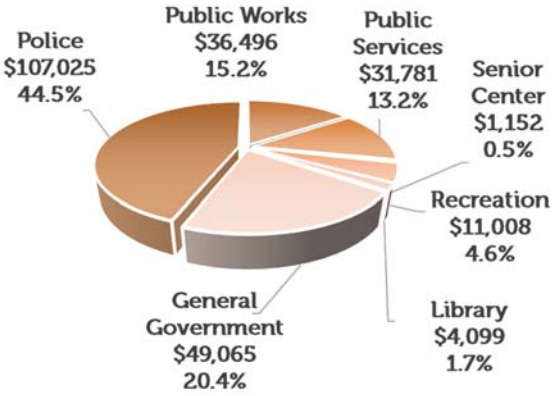


Figure 4: Recurring General Fund Expenditures at Project Build-Out Broken Down by Source



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***

ATTACHMENT “N”

NOVEMBER 14, 2024 PLANNING COMMISSION STAFF REPORT AND RESOLUTIONS

https://www.irwindaleca.gov/DocumentCenter/View/9682/Agenda-Item-4A

ATTACHMENT "O"

BESS Safety Features –

1. BESS containers require strict structural and geotechnical solutions. Containers are placed on steel piers that extend up to 20' below grade.
2. In the event of a strong earthquake, BESS facilities have redundant systems to prevent failure:
    a. Battery management system shuts down the container electronically
    b. Remote operations teams monitor BESS facilities 24/7 and can shut off individual containers or the entire facility
    c. Operations personnel will be located within one hour of the site to support manual shut offs

BESS Fire Safety –

1. BESS Fires have all been catalogued in the Electric Power Resource Institute database. Since 2019 there have been:
    a. No fatalities involving utility-scale BESS
    b. No injuries to any member of the public
    c. No hazardous air, water, or soil impacts
    d. No injuries to fire service personnel

    (https://storagewiki.epri.com/index.php/BESS_Failure_Incident_Database
2. Two BESS fire events have been examined extensively.

    a. New York State - three BESS fires were studied for air and ground water impacts. The 2023 report concluded that there were no reported injuries, no harmful levels of toxins detected, and no long-term off-site impacts involving any migration of contaminants associated with the fires

    https://www.nyserda.ny.gov/About/Newsroom/2023-Announcements/2023-12-21-Governor-Hochul-Announces-Results-of-Fire-Safety-Working-Group

    b. Escondido, CA. The December 2023 report found:
        i. Tests were taken at two locations over a 24-hour period, 100 feet and 0.5 miles from the fire location (see map below). All readings were below acceptable exposure limits.
        ii. Hydrofluoric Acid (HF) was not detected.
        iii. Carbon Monoxide levels were detected but remained below acceptable exposure limits.

iv. Water samples were within acceptable limits for contaminants within the public health standard for drinking water.

https://www.escondido.gov/CivicAlerts.aspx?AID=96

Escondido Incident Air Quality Monitoring Locations

ATTACHMENT "P"

KEARNY
Real Estate Company

11150 Santa Monica Blvd., Suite 300
Los Angeles, California 90025
310 203-1840 Fax 310 203-1850

January 15, 2025

Irwindale City Council
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Subject: Irwindale Gateway – 13620 Live Oak Lane

Dear Council Members,
Thank you for considering the Irwindale Gateway project on January 8, 2025. We would like to address a few key points raised during the hearing:

1. **General Plan Update:** The property was designated Regional Commercial in the 2008 General Plan but the City does not have a corresponding zoning to implement this designation. We requested a Specific Plan update and rezoning from M-2 (Heavy Manufacturing) to the Irwindale Gateway Specific Plan. This framework will guide redevelopment and allow flexibility for industrial business park uses or a mix of industrial and Battery Energy Storage Systems (BESS).
2. **Specific Plan Benefits:** A Specific Plan replaces traditional zoning, offering tailored regulations while removing hazardous uses like asphalt plants and quarries. Development standards in the plan meet or exceed existing zoning requirements.
3. **Development Agreement:** These agreements allow the City to negotiate community benefits. If a BESS user submitted an application through the City, a Development Agreement would be required, and would require Planning Commission and City Council approval. A Development Agreement provides the City with more control than a Conditional Use Permit.
4. **Funding:** All costs for development and public improvements will be funded by the developer, with no City financial contribution required.

We appreciate your consideration and look forward to addressing any questions at the continued hearing on January 22, 2025.

Sincerely,

Jeff Dritley
Chairman, Kearny Real Estate Company

Item #19.B.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Development Agreement No. 02-2016, Amendment No. 1 to the Athens Services Franchise & Facility Operations Agreement, and Amendment No. 5 to Franchise Agreement for Waste Hauling Services

City Manager's Recommendation:

(1) Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **introduce for first reading ORDINANCE NO. 786,** entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-2016 BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION, DBA ATHENS SERVICES, LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CALIFORNIA 91706 (APN 8535-001-039) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PURSUANT TO CEQA GUIDELINES SECTION 15162”; (2) **Adopt Resolution No. 2025-14-3602**, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE FRANCHISE & FACILITY OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039),AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PURSUANT TO CEQA GUIDELINES SECTION 15162”; (3) **Adopt Resolution No. 2025-17-3605**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PURSUANT TO CEQA GUIDELINES SECTION 15162".

Administrative Action:

Submitted / Prepared by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

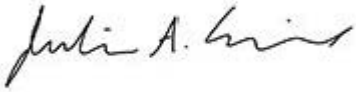
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

REQUEST
Athens Services, the Applicant, is requesting Amendment No. 1 to Development Agreement No. 02-2016 to reflect a request by Athens Services to postpone the construction of the Convenience Store to a later phase of the MRF/TS project. The request also includes Amendment No. 1 to the Athens Franchise & Facility Operations Agreement for consistency with the Development Agreement.

BACKGROUND/SITE HISTORY
The project site was purchased by the former Irwindale Community Redevelopment Agency (ICRA) on July 9, 1990. At the time of purchase, the site was vacant and the ICRA sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal. Specifically, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.; the "Act"), had previously directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

Project entitlements originally began on June 8, 2016, with the intent to allow the applicant, Athens Services, to purchase the site in order to develop and operate the MRF/TS and convenience store/fueling station. The development of the site would provide the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

On February 24, 2021 the Irwindale City Council conducted a duly noticed public hearing for the

Material Recovery Facility and Transfer Station and adopted the following resolutions: Resolution No. 2021-06-3268 approving a Franchise & Facility Operations Agreement; Resolution No. CC2021-08-3270 & Resolution No. SA2021-13-3275 Certifying the Final Environmental Impact Report (SCH#2013051029) for the MRF/TS Project; Resolution No. CC2021-09-3271 & Resolution No. SA2021-14-3276 for the project Disposition and Development Agreement; Resolution No. 2021-10-3272 for General Plan Amendment No. 02-2016; Resolution No. 2021-11-3273 for Conditional Use Permit No. 02-2016; Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016

On March 10, 2021, the Irwindale City Council adopted Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016 to amend the Irwindale Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 zone and related zoning requirements; and Ordinance No. 753 approving Development Agreement No. 02-2016 to allow the construction and operation of a Materials Recovery Facility and Transfer Station, Convenience Store, and Pubic Gas Station at the Site.

On November 13, 2024, the City Council adopted Resolution No. 2024-92-3569, approving a minor amendment to the site plan to include a maintenance and wash bay canopy structure.

GENERAL PLAN AND ZONING

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

Direction	Existing Land Use	Zoning District
North	Santa Fe Dam	A1 (Agricultural)
South	City of Baldwin Park	Industrial: fronting Arrow Highway; Residential: approx.. 500’ south of the Industrial Uses
East	Santa Fe Dam & LADWP Power Lines	A1 (Agricultural)
West	Industrial/Distribution Facility	M2 (Heavy Manufacturing)

Amendment No. 1 to Development Agreement No. 02-2016

A ± 2,587 square foot convenience store was included in the 2021 approval of Development Agreement No. 02-2016 for the MRF/TS project as part of Phase 1 of the development. Pursuant to the terms of the Development Agreement, Athens proposed to construct the Project in three (3) phases, including the construction of the Convenience Store during Phase 1 of the Project. On November 8, 2023, the City Council adopted Resolution No. 2023-89-3467, authorizing the City Manager to execute a side letter agreement with Athens for the delivery and service of 100 additional carts beyond the standard three (3) carts issued to residential households at no cost to the City or its residents. The Letter Agreement was executed on January 30, 2024.

Thereafter, Athens requested to postpone the construction of the Convenience Store to Phase 3 of the Project. On January 24, 2024, the City Council directed Staff and the City Attorney’s Office to negotiate

an amendment to the Development Agreement to reflect Athens Services' request to defer the construction of the convenience store to a future phase

Following negotiation, Athens proposes the following: as consideration for the postponement of the Convenience Store to a later phase of the Project, Athens will agree as part of Amendment No. 1 to the Development Agreement to: 1) memorialize the current additional one hundred (100) barrels being provided by Athens to residential customers at no charge and to extend the term of this obligation from 2032 to December 31, 2034; and 2) extend the term of Athens' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034.

Analysis

Section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code. Prior to approval of an amendment to a development agreement, the Planning Commission must hold a noticed public hearing and provide a recommendation to the City Council. (Gov. Code § 65867.) After the Planning Commission holds a public hearing and provides a recommendation, the legislative body must approve a development agreement by adoption of an ordinance. (Gov. Code § 65867.5(a)) The provisions of the amendment to a development agreement must be found by the City Council to be consistent with the general plan and any applicable specific plan. (Gov. Code § 65867.5(b).)

The provisions of the proposed Amendment No. 1 to the Development Agreement are consistent with the goals and policies of the City's General Plan, as amended by General Plan Amendment No. 02-2016. The subject site has a land use designation as Commercial/Industrial and is zoned M-2, which permits light industry, heavy industry, and commercial uses, consistent with the Project as contemplated by the Development Agreement. The proposed Amendment No. 1, will facilitate development of the MRF/TS during Phase 1, and postpones the construction of the Convenience Store to Phase 2 or Phase 3 of the Project. Upon Project completion, the site will operate under Commercial and Industrial uses, and the Amendment No. 1 is consistent with the goals and policies of the City's General Plan.

Amendment No. 1 to the Athens Services Franchise & Facility Operations Agreement

A Franchise & Facility Operations Agreement (Agreement) was prepared for the MRF/TS, convenience store/public gas station project to establish the terms by which the City granted a franchise to Athens for the exclusive operation of a MRF/TS within City limits. The franchise granted is exclusive to Athens, subject to certain conditions, including the completion of construction of certain improvements, such as the Convenience Store, during Phase 1 of the Project.

Amendment No. 1 to the Franchise Agreement is also proposed to reflect Athen's request to postpone the convenience store to a later phase of the project, and memorialize as consideration for the postponement of the Convenience Store to a later phase of the Project, Athens' agreement to provide the additional one hundred (100) barrels to residential customers at no charge and to extend the term of this obligation from 2032 to December 31, 2034; and extend the term of Athens' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December

31, 2034.

Amendment No. 5 to the Exclusive Franchise Agreement for Waste Hauling Services
The City and Athens also entered into an Exclusive Franchise Agreement for Waste Hauling Services, dated April 13, 2011, for the purposes of the City granting Athens a franchise for the exclusive provision of solid waste hauling services to the City, its residents, and businesses on an exclusive basis, which has since been amended on December 12, 2012; January 22, 2014; January 1, 2020; and January 1, 2023.

Amendment No. 5 is proposed to reflect Athens' obligations identified above, which the Parties agreed shall be memorialized in any other agreements between the City and Athens regarding the subject matter.

PLANNING COMMISSION REVIEW
On December 18, 2024, the Planning Commission held a public hearing on the proposed Amendment No. 1 to the Development Agreement. At that public hearing, after a robust discussion requesting that the applicant to provide a timeline or date for construction of the convenience store/fueling station, the Planning Commission adopted Resolution No. 841(24) recommending that the City Council adopt Ordinance No. 786 approving Amendment No. 1 to the Development Agreement.

PUBLIC NOTICE
On January 8, 2025, the property owners within 500 feet of the subject property were notified by mail. The public notice was also published in the newspaper on January 10, 2025.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. It is proposed that the City Council, on the basis of substantial evidence contained in the whole record, find that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

A copy of the FEIR and related environmental documents are posted on the City's website at https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer.
and available at the Irwindale Public Library and Deputy City Clerk's Office.

CONCLUSION
It is recommended that the City Council adopt Ordinance No. 786, approving Amendment No. 1 to Development Agreement No. 02-2016, adopt Resolution No. 2025-14-3602 approving Amendment No. 1 to the Franchise & Facility Operations Agreement, and adopt Resolution No. 2025-17-3605 approving Amendment No. 5 to the Exclusive Franchise Agreement for Waste Hauling Services.

Fiscal Impact:

The project is a private development fully funded by the developer/applicant.

Attachments:

1. CC Ordinance No. 786 Athens Amend No. 1 to DA(1025901.2)
2. (IRW) Amendment No. 1 to Development Agreement No. 02-2016 12_18_24(1038593.4)
3. CC Amend No. 1 to Franchise Facility Agrmt(1045438.1)
4. (IRW) Amendment No. 1 to Franchise & Facility Operations Agreement(1022559.3)
5. CC Amend No. 5 to Waste Hauling Franchise Agrmt(1045439.1)
6. (IRW) Amendment No. 5 to Waste Hauling Franchise Agreement(1045401.1)
7. PC Resolution No. 841(24)
8. PC Staff Report Athens DA Amendment12.18.24 (Final)

EXHIBIT "A"

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-2016 BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC, A CALIFORNIA CORPORATION, DBA ATHENS SERVICES, LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CALIFORNIA (APN 8535-001-039) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER CEQA GUIDELINES SECTION 15162

WHEREAS, on February 24, 2021, the City of Irwindale (the "City") and Arakelian Enterprises, Inc, dba Athens Services ("Athens"), entered into an agreement entitled "Development Agreement No. 02-2016" (the "Development Agreement") to govern the construction and operation of a Materials Recovery Facility and Transfer Station ("MRF/TS") with a public Fueling Station and Convenience Store (the "Convenience Store") at 2200 Arrow Highway – APN 8535-001-039 (collectively, the "Project"); and

WHEREAS, pursuant to the terms of the Development Agreement, Athens proposed to construct the Project in three (3) phases, including the construction of the Convenience Store during Phase 1 of the Project; and

WHEREAS, on November 8, 2023, the City Council adopted Resolution No. 2023-89-3467, authorizing the City Manager to execute a side letter agreement with Athens for the delivery and service of 100 additional carts beyond the standard three (3) carts issued to residential households at no cost to the City or its residents. The Letter Agreement was executed on January 30, 2024; and

WHEREAS, Athens has requested to postpone the construction of the Convenience Store to Phase 3 of the Project; and

WHEREAS, on January 24, 2024, the City Council directed Staff and the City Attorney's Office to negotiate an amendment to the Development Agreement to reflect Athens' request to defer the construction of the convenience store to a future phase; and

WHEREAS, following negotiation, Athens proposes the following: as consideration for the postponement of the Convenience Store to a later phase of the Project, Athens will agree as part of Amendment No. 1 to the Development Agreement to: 1) memorialize the current additional one hundred (100) Carts being provided by Athens to residential customers at no charge and to extend the term of this obligation from 2032 to December 31, 2034; and 2) extend the term of Athens' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034; and

WHEREAS, section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the

parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) the Project has been considered in the Final Environmental Impact Report (SCH No. 2013051029) prepared for the Project, the proposed approval of the Amendment No. 1 is consistent with the analysis contained therein, and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary; and

WHEREAS, on December 18, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, closed said hearing, and adopted Resolution No. 841(24) recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Development Agreement; and

WHEREAS, on January 22, 2025, the City Council of the City of Irwindale introduced and conducted a first reading of this Ordinance, held a duly noticed Public Hearing with respect thereto, and considered testimony and evidence at the Public Hearing; and

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

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

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

SECTION 2. The City Council hereby finds that the Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in CEQA and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report (“FEIR”) (SCH # 2013051029) on February 24, 2021. The City Council hereby finds, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

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

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

The provisions of the proposed Amendment No. 1 to the Development Agreement are consistent with the goals and policies of the City's General Plan, as amended by General Plan Amendment No. 02-2016. The subject site has a land use designation as Commercial/Industrial and is zoned M-2, which permits light industry, heavy industry, and commercial uses, consistent with the Project as contemplated by the Development Agreement. The proposed Amendment No. 1, will facilitate development of the main MRF/TS during Phase 1, and postpones the construction of the Convenience Store to Phase 2 or Phase 3 of the Project. Upon Project completion, the site will operate under Commercial and Industrial uses, and the Amendment No. 1 is consistent with the goals and policies of the City's General Plan.

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

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

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

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 22nd 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. 786 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on January 22, 2025, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on February 12, 2025, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 786 adopted by the City Council of the City of Irwindale at its regular meeting held January 22, 2025, to be posted at the City Hall, Library, and Post Office on January 23, 2025.

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

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT NO. 02-2016
BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC DBA ATHENS SERVICES

This **Amendment No. 1 to Development Agreement No. 02-2016** ("**Amendment No. 1**") is executed this ____ day of _____, 2025 ("**Effective Date**"), by and between the **CITY OF IRWINDALE**, a California municipal corporation ("**City**") and **ARAKELIAN ENTERPRISES, INC DBA ATHENS SERVICES**, a California corporation ("**ATHENS**"). City and ATHENS may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The Parties entered into that certain Development Agreement No. 02-2016, dated February 24, 2021 (the "**Agreement**"), for the construction and operation of a Materials Recovery Facility and Transfer Station, and a public Fueling Facility/Convenience Store (the "**Convenience Store**") and appurtenant improvements (collectively, the "**Project**").

B. Pursuant to the terms of the Agreement, ATHENS proposed to construct the Project in up to three (3) phases, including the construction of the Convenience Store during Phase 1 of the Project.

C. ATHENS has requested to postpone the construction of the Convenience Store from Phase 1 to either Phase 2 or 3 of the Project.

D. As consideration for the construction postponement of the Convenience Store to a later phase of the Project, ATHENS will agree to: 1) memorialize the current additional one hundred (100) Carts being provided by ATHENS to residential customers at no charge and to extend the term of this free provision of additional Carts from 2032 to December 31, 2034; and 2) extend the term of ATHENS' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034.

E. By this Amendment No. 1, the Parties now desire to amend the Agreement to reflect the postponement of the construction of the Convenience Store subject to the consideration identified above.

F. Except as amended hereby, this Amendment No. 1 is subject to the same terms and conditions as provided in the Agreement.

TERMS

The recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

1. Contract Amendments. The Agreement is amended as provided herein:

1.1 Exhibit "A," entitled "Facility Scope & Components" is hereby amended to read in its entirety as follows:

ATHENS proposes to construct the Project on the Site in up to three (3) phases, based on market demand and the capacity constraints of the phase(s) of the Project then-constructed; provided Phase I* shall include, at a minimum, the Construction and Debris, Self-Haul –Construction and Debris, ***and*** Employee Area, ~~and Convenience Store,~~ each having the approximate square footage shown below. The proposed improvements consist of the following proposed uses and approximate square footages to be developed by ATHENS pursuant to the terms of this Agreement:

Project Element	**Aggregate Approximate Square Footage**
Construction and Debris	41,500 s.f.
Self-Haul – Construction & Debris	52,000 s.f.
Employee Area	9,249 s.f.
Convenience Store	2,587 s.f.
Scale House (4 Total)	200 s.f.
Office	12,780 s.f.
MRF/Transfer Station	104,732 s.f.
Material Staging	25,000 s.f.
Maintenance	17,180 s.f.
TOTAL:	Approx. 265,228 s.f.

****Pursuant to Amendment No. 1, dated _____, 2025, the City and ATHENS agreed to amend Phase I to exclude the Convenience Store, which shall be constructed and completed at a later phase of the Project per Exhibit G of the Agreement.***

1.2 Exhibit "G," entitled "Schedule of Performance" is replaced in its entirety and superseded by the new "Exhibit G Schedule of Performance" attached hereto and incorporated herein by this reference to reflect the postponement of the construction of the Convenience Store from Phase 1 to Phase 3.

1.3 As consideration for the City's agreement to postpone the construction of the Convenience Store from Phase 1 to Phase 2 or 3, Athens agrees to do each of the following:

a. Deliver and service one hundred (100) additional Carts beyond the standard three (3) Carts issued to residential households subject to the following:

(i) For these one hundred (100) additional Carts, residents may choose a green, blue, or black Cart and any selection will be honored by Athens.

(ii) For these one hundred (100) additional Carts, there shall be no cost to the City or to the residents for the extra Carts through the period of December 31, 2034, and, accordingly, Athens shall not charge or attempt to collect any amounts for this purpose during or after that period.

b. Extend the term of ATHENS' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034. This obligation shall also be memorialized in any other agreements between the City and ATHENS

regarding this subject matter.

1.4 The provisions of Section 1.3.a are intended to memorialize the letter dated January 31, 2024, wherein Athens agreed to provide one hundred (100) additional Carts beyond the standard three (3) Carts issued to residential households.

2. Continuing Effect of Agreement. Except as 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.

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

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

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

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

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended, (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

By:_____
_____, Mayor

ATTEST:

By: _____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Adrian R. Guerra, City Attorney

ATHENS:

ARAKELIAN ENTERPRISES, INC dba ATHENS SERVICES, a California corporation

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

Address: _____
_____
_____

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT G

SCHEDULE OF PERFORMANCE

Event	Item To Be Performed	Time For Performance	Agreement Reference
1.	Agency and City conduct duly-noticed public hearing on DDA and FEIR	June 8, 2016	DDA §216
2.	City files Notice of Determination for FEIR	June 9, 2016	N/A
3.	Oversight Board conducts duly- noticed public hearing on DDA	June 9, 2016	N/A
4.	State of California Department of Finance approves (or is deemed to have approved) or disapproves DDA	June 17,2016	N/A
5.	Notice Planning Commission public hearing for GPA, ZC, DA, CUP, SP&DR, CUP, and FA	9/8/17	N/A
6.	Planning Commission public hearing for recommendation to City Council	9/20/17	N/A
7.	City notices City Council public hearing	9/28/17	N/A
8.	City Council public hearing (including first reading of ordinances for General Plan Amendment, Zoning Ordinance Amendment, and Development Agreement)	10/11/17	N/A
9.	SP&DR, CUP, and Franchise Agreement become effective	10/31/17	N/A
10.	City Council meeting (second reading of ordinances for General Plan Amendment, Zoning Ordinance Amendment, and Development Agreement)	10/25/17	N/A
11.	General Plan Amendment, Zone Text Amendment, and Development Agreement ordinances become effective	11/24/17	N/A
12.	Athens submits application to LEA for Solid Waste Facilities Permit (SWFP)	Submitted 5/7/18	DA Recital L

Event	Item To Be Performed	Time For Performance	Agreement Reference
13.	Athens responds to written inquiries received by LEA and/or CalRecycle regarding SWFP application	Within thirty (30) days of receipt of such written inquiry	N/A
14.	Athens prepares and submits to City its schematic design drawings for phase 1 of the Project	By 2/28/19	DA, Exhibit "A"
15.	City reviews and approves or disapproves the schematic design drawings for phase 1	Within thirty (30) days of Event 14 4/1/19	N/A
16.	Athens submits to City 70% plan set and prepares and submits to City design development drawings and landscape and grading plans for the Project	Within ninety (90) days of approval in connection with Event 15	N/A
17.	City reviews and approves or disapproves the 70% design development drawings and landscape plans. City issues grading permit	Within sixty (60) days of Event 16	N/A
18.	Close of Escrow	See DDA	DDA § 405
19.	Athens submits final building plans (construction drawings) for phase 1 of the Project	Within thirty (30) days of approval in connection with Event 17	DA, Exhibit "A"
20.	City reviews and approves or disapproves the final building plans (construction drawings) for phase 1 of the Project	Within sixty (60) days of Event 19	DDA § 404(2)(b)
21.	Athens commences construction of phase 1 of the Facility	Within sixty (60) days of approval in connection with Event 20	DA, Exhibit "A"
22.	Athens completes construction of phase 1 of the Facility	Within 12 months of Event 21	DA, Exhibit "A"
23.	Athens prepares and submits to City its final building plans (construction drawings) for phase 2 of the Project.	5/9/30*	N/A
24.	City reviews and approves or disapproves the final building plans (construction drawings) for phase 2 of the Project	Within ninety (90) days of Event 23 8/8/30*	DDA § 404(2)(b)
25.	Athens commences construction of phase 2 of the Facility	Within sixty (60) days of approval in connection with Event 24*	DA, Exhibit "A"
26.	Athens completes construction of phase 2 of the Facility	Within 12 months of Event 25*	DA, Exhibit "A"

Event	Item To Be Performed	Time For Performance	Agreement Reference
27.	Athens prepares and submits to City its final building plans (construction drawings) for phase 3 of the Project	5/9/35*	
28.	City reviews and approves or disapproves the final building plans (construction drawings) for phase 3 of the Project	Within ninety (90) days of Event 27 8/8/35*	
29.	Athens commences construction of phase 3 of the Facility	Within sixty (60) days of approval in connection with Event 28*	
30.	Athens completes construction of phase 3 of the Facility, which shall include a convenience store (it being understood that the convenience store can also be completed in Phase 2 at the discretion of Athens)	Within 12 months of Event 29*	

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Development Agreement, including any events of Enforced Delay. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Development Agreement, the text shall govern.

* The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Athens and City. The Parties agree that Athens may delay items 23-30 without cause; however, in such case, Athens and City shall negotiate in good faith to amend the Agreement in a manner that provides City alternate sources of revenue while construction is delayed. In addition, minor adjustments may be implemented by the City Manager as needed to conform the above Schedule with the Parties' actual performance of agreements and/or undertaking of Project activities. A failure by either Party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provisions. The City Manager of the City shall have the authority to approve extensions of time without City Council action, respectively, not to exceed a cumulative total of 180 days.

RESOLUTION NO. 2025-14-3602

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO ATHENS SERVICES FRANCHISE AND FACILITY OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER CEQA GUIDELINES SECTION 15162

WHEREAS, on February 24, 2021, the City and Athens Services entered into a Franchise & Facility Operations Agreement (the "Agreement"), for the purposes of the City granting Athens a franchise for the exclusive operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS"), accompanied by a public Fueling Facility/Convenience Store (the "Convenience Store") and appurtenant improvements (collectively, the "Project"); and

WHEREAS, Athens was granted a franchise for the exclusive operation of the Project, pursuant to certain conditions, including the completion of construction of certain improvements, such as the Convenience Store, during Phase 1 of the Project; and

WHEREAS, Athens has requested to postpone the construction of the Convenience Store from Phase 1 to either Phase 2 or 3 of the Project; and

WHEREAS, on January 24, 2024, the City Council directed Staff and the City Attorney's Office to negotiate an amendments to the City's agreements with Athens to reflect Athens' request to defer the construction of the convenience store to a future phase; and

WHEREAS, as consideration for the construction postponement of the Convenience Store to a later phase of the Project, Athens will agree to: 1) memorialize the current additional one hundred (100) Carts being provided by Athens to residential customers at no charge and to extend the term of this free provision of additional Carts from 2032 to December 31, 2034; and 2) extend the term of Athens' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034; and

WHEREAS, the City Council now desires to approve the Amendment No. 1 to the Franchise and Facilities Operations Agreement to reflect the postponement of the construction of the Convenience Store subject to the consideration identified above; and

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

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 the Recitals above true and correct and incorporates them herein by this reference.

SECTION 2. The City Council hereby finds that the Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in CEQA and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. The City Council hereby finds, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

SECTION 3. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby approves Amendment No. 1 to the Franchise & Facility Operations Agreement, attached hereto as **Exhibit** "**A**," subject to City Attorney approval as to form.

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

PASSED, APPROVED AND ADOPTED this 22nd 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. 2025-14-3602 was duly adopted by the City Council of the

City of Irwindale, at a regular meeting held on the 22nd day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AMENDMENT NO. 1
TO FRANCHISE & FACILITY OPERATIONS AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC DBA ATHENS SERVICES

This Amendment No. 1 to Franchise & Facility Operations Agreement ("**Amendment No. 1**") is executed this day of _____, 2025 ("**Effective Date**"), by and between the **CITY OF IRWINDALE**, a California municipal corporation ("**City**") and **ARAKELIAN ENTERPRISES, INC DBA ATHENS SERVICES**, a California corporation ("**ATHENS**"). City and ATHENS may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The Parties entered into that certain Franchise & Facility Operations Agreement, dated February 24, 2021 (the "**Agreement**"), for the purposes of the City granting ATHENS a franchise for the exclusive operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS"), accompanied by a public Fueling Facility/Convenience Store (the "Convenience Store") and appurtenant improvements (collectively, the "Project").

B. ATHENS was granted a franchise for the exclusive operation of the Project, pursuant to certain conditions, including the completion of construction of certain improvements, such as the Convenience Store, during Phase 1 of the Project.

C. ATHENS has requested to postpone the construction of the Convenience Store from Phase 1 to either Phase 2 or 3 of the Project.

D. As consideration for the construction postponement of the Convenience Store to a later phase of the Project, ATHENS will agree to: 1) memorialize the current additional one hundred (100) Carts being provided by ATHENS to residential customers at no charge and to extend the term of this free provision of additional Carts from 2032 to December 31, 2034; and 2) extend the term of ATHENS' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034.

E. By this Amendment No. 1, the Parties now desire to amend the Agreement to reflect the postponement of the construction of the Convenience Store subject to the consideration identified above.

F. Except as amended hereby, this amendment is subject to the same terms and conditions as provided in the Agreement.

TERMS

The recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

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

1.1 Section 4.3 Commencement of Operations, is hereby amended to read in its entirety as follows:

4.3 Commencement of Operations. For purposes of this Agreement, the Facility's Commencement of Operations shall occur after the following two conditions have been met: (i) Phase 1 of the Project's improvements as set forth in the Development Agreement, ***as amended by Amendment No. 1 to Development Agreement No. 02-2016, dated _____, 2025,*** have been completely built-out, and (ii) all City certificates or Permits necessary for occupation and operation of such improvements have been issued. The completion of these two conditions precedent shall trigger the date of the Commencement of Operations. The date of the Commencement of Operations shall also initiate the following rights and obligations:

1.2 Exhibit "A," entitled "Facility Scope & Components," is hereby amended to read in its entirety as follows:

ATHENS proposes to construct the Project on the Site in up to three (3) phases, based on market demand and the capacity constraints of the phase(s) of the Project then-constructed; provided Phase I shall include, at a minimum, the Construction and Debris, Self-Haul –Construction and Debris, ***and*** Employee Area, ~~and Convenience Store,~~ each having the approximate square footage shown below. The proposed improvements consist of the following proposed uses and approximate square footages to be developed by ATHENS pursuant to the terms of this Agreement:

Project Element	**Aggregate Approximate Square Footage**
Construction and Debris	41,500 s.f.
Self-Haul – Construction & Debris	52,000 s.f.
Employee Area	9,249 s.f.
Convenience Store	2,587 s.f.
Scale House (4 Total)	200 s.f.
Office	12,780 s.f.
MRF/Transfer Station	104,732 s.f.
Material Staging	25,000 s.f.
Maintenance	17,180 s.f.
TOTAL:	Approx. 265,228 s.f.

[*] ***Pursuant to Amendment No. 1 to the Development Agreement, dated _____, 2025, the City and ATHENS agreed to amend Phase I to exclude the Convenience Store, which shall be constructed and completed at a later phase of the Project.***

1.3 As consideration for the City's agreement to postpone the construction of the Convenience Store from Phase 1 to Phase 2 or 3, Athens agrees to do each of the following:

a. Deliver and service one hundred (100) additional Carts beyond the standard three (3) Carts issued to residential households subject to the following:

(i) For these one hundred (100) additional Carts, residents may

choose a green, blue, or black Cart and any selection will be honored by Athens.

(ii) For these one hundred (100) additional Carts, there shall be no cost to the City or to the residents for the extra Carts through the period of December 31, 2034, and, accordingly, Athens shall not charge or attempt to collect any amounts for this purpose during or after that period.

b. Extend the term of ATHENS' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034. This obligation shall also be memorialized in any other agreements between the City and ATHENS regarding this subject matter.

1.4 The provisions of Section 1.3.a are intended to memorialize the letter dated January 31, 2024 wherein Athens agreed to provide one hundred (100) additional Carts beyond the standard three (3) Carts issued to residential households.

2. Continuing Effect of Agreement. Except as 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.

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

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

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

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

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended, (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent

the Parties from entering into this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

By:_____
Larry G. Burrola, Mayor

ATTEST:

By: _____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Adrian R. Guerra, City Attorney

ATHENS:

ARAKELIAN ENTERPRISES, INC dba ATHENS SERVICES, a California corporation

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

Address: _____
_____
_____

Two corporate officer signatures required when Contractor 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.

RESOLUTION NO. 2025-17-3605

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 5 TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER CEQA GUIDELINES SECTION 15162

WHEREAS, on April 13, 2011, the City and Athens Services entered into an Exclusive Franchise Agreement for Waste Hauling Services (the "Agreement"), for the purposes of the City granting Athens a franchise for the exclusive provision of solid waste hauling services to the City, its residents, and businesses on an exclusive basis, which has since been amended on December 12, 2012; January 22, 2014; January 1, 2020; and January 1, 2023; and

WHEREAS, on February 24, 2021, the City and Athens entered into a Development Agreement for the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS"), accompanied by a public Fueling Facility/Convenience Store (the "Convenience Store") and appurtenant improvements (collectively, the "Project"); and

WHEREAS, pursuant to the terms of the Development Agreement, Athens proposed to construct the Project in three (3) phases, including the construction of the Convenience Store during Phase 1 of the Project; and

WHEREAS, additionally, on February 24, 2021, the City and Athens entered into a Franchise & Facility Operations Agreement, wherein Athens was granted a franchise for the exclusive operation of the Project, pursuant to certain conditions, including the completion of construction of certain improvements, such as the Convenience Store, during Phase 1 of the Project; and

WHEREAS, Athens has requested to postpone the construction of the Convenience Store from Phase 1 to either Phase 2 or 3 of the Project; and

WHEREAS, on January 24, 2024, the City Council directed Staff and the City Attorney's Office to negotiate an amendments to the City's agreements with Athens to reflect Athens' request to defer the construction of the convenience store to a future phase; and

WHEREAS, as consideration for the construction postponement of the Convenience Store to a later phase of the Project, ATHENS will agree to: 1) memorialize the current additional one hundred (100) Carts being provided by ATHENS to residential customers at no charge and to extend the term of this free provision of additional Carts from 2032 to December 31, 2034; and 2) extend the term of ATHENS' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034; and

WHEREAS, the City Council now desires to approve Amendment No. 5 the Exclusive Franchise Agreement for Waste Hauling Services to reflect the obligations of Athens identified above; and

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

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 the Recitals above true and correct and incorporates them herein by this reference.

SECTION 2. The City Council hereby finds that the Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in CEQA and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. The City Council hereby finds, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

SECTION 3. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby approves Amendment No. 5 to the Exclusive Franchise Agreement for Waste Hauling Services, attached hereto as **Exhibit** "**A**," subject to City Attorney approval as to form.

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

PASSED, APPROVED AND ADOPTED this 22nd 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. 2025-14-3602 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

FIFTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC DBA ATHENS SERVICES

This Fifth Amendment to Exclusive Franchise Agreement for Waste Hauling Services ("**Amendment No. 5**") is executed this day of _____, 2025 ("**Effective Date**"), by and between the **CITY OF IRWINDALE**, a California municipal corporation ("**City**") and **ARAKELIAN ENTERPRISES, INC DBA ATHENS SERVICES**, a California corporation ("**ATHENS**"). City and ATHENS may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The Parties entered into that certain Exclusive Franchise Agreement for Waste Hauling Services, dated April 13, 2011 (the "**Agreement**"), for the purposes of the City granting ATHENS a franchise for the exclusive provision of solid waste hauling services to the City, its residents, and businesses on an exclusive basis, which has since been amended on December 12, 2012; January 22, 2014; January 1, 2020; and January 1, 2023.

B. On February 24, 2021, the Parties entered into a Development Agreement for the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS"), accompanied by a public Fueling Facility/Convenience Store (the "**Convenience Store**") and appurtenant improvements (collectively, the "**Project**").

C. Additionally, on February 24, 2021, the Parties entered into a Franchise & Facility Operations Agreement, wherein ATHENS was granted a franchise for the exclusive operation of the Project, pursuant to certain conditions, including the completion of construction of certain improvements, such as the Convenience Store, during Phase 1 of the Project.

C. ATHENS has requested to postpone the construction of the Convenience Store from Phase 1 to either Phase 2 or 3 of the Project.

D. As consideration for the construction postponement of the Convenience Store to a later phase of the Project, ATHENS has agreed to: 1) memorialize the current additional one hundred (100) Carts being provided by ATHENS to residential customers at no charge and to extend the term of this free provision of additional Carts from 2032 to December 31, 2034; and 2) extend the term of ATHENS' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034.

E. By this Amendment No. 5, the Parties now desire to amend the Agreement to reflect ATHENS' obligations identified above, which the Parties agreed shall be memorialized in any other agreements between the City and ATHENS regarding this subject matter.

F. Except as amended hereby, this amendment is subject to the same terms and conditions as provided in the Agreement.

TERMS

The recitals contained above are incorporated herein by reference and the Agreement is hereby amended as follows:

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

1.1 Section 5.5.2(b) of the Agreement is hereby amended to read in its entirety as follows:

> (b) *Single Family Carts & Collections.* Each Single Family Residential Unit receives three Carts comprising one (1) 96- gallon black cart for Solid Waste, one (1) 96-gallon blue cart for source -separated Recyclable Materials, and one 1) 96-gallon green cart for source -separated Organic Waste, collected once per week ("Base Service"). Source – separated Organic Waste shall be diverted to an Organic Waste Processing Facility selected by Franchisee. Unless otherwise directed by City, or necessary for safety reasons, Franchisee shall make all Single Family Residential Unit collections from the curb along the street in front of each Single Family Residential Unit, except where paved alleys exist in the rear of such Premises in which case collections shall be made by Franchisee from alleys (provided, however, that this requirement cannot apply to a blind alley). In any event, Franchisee shall not be under any obligation to enter private courts or places, or other private property, to make collections from Single Family Premises. Residents may elect to place Carts at an alternate collection location if approved by Franchisee, provided that the placement and retrieval of carts comply with the requirements of Chapter 8. 20 of the Irwindale Municipal Code. Rates for extra carts and services requested by residential customers or deemed necessary by Franchisee are set forth in Exhibit A and payable by the residential customer. ***Notwithstanding the foregoing, ATHENS shall deliver and service one hundred (100) additional Carts beyond the standard three (3) Carts issued to residential households subject to the following:***
>
> (i) ***For these one hundred (100) additional Carts, residents may choose a green, blue, or black Cart and any selection will be honored by Athens.***
>
> (ii) ***For these one hundred (100) additional Carts, there shall be no cost to the City or to the residents for the extra Carts through the period of December 31, 2034, and, accordingly, Athens shall not charge or attempt to collect any amounts for this purpose during or after that period.***
>
> (iii) ***The provisions of these subsections are intended to memorialize the letter dated January 31, 2024 wherein Athens agreed to provide one hundred (100) additional Carts beyond the standard three (3) Carts issued to***

residential households.

Additionally, Single Family Residential Unit customers shall receive Base Service, as defined in this subsection 5. 5. 2(b),without charge until ~~June 30, 2032~~ ***December 31, 2034***.

1.2 Section 8.2 of the Agreement is amended as provided herein (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

8. 2 Payment of Residential Rates. Residential. Customers at Single Family Residential Units shall not pay a fee directly to the Franchisee for Base Service; provided, no later than January 1, 2032, upon written notice to Franchisee, City will determine whether fees for such service will be paid directly to Franchisee by City or by customers, which in the latter case, City and Franchisee will amend the Agreement in accordance with City' s determination. The total amount due with respect to Base Service to be provided to residential customers (the Maximum Rate for Residential Service times the number of residential customers times twelve (12) months) shall be deducted from the Host Fee due from the Franchisee or its affiliate with respect to the MRF/ TS. Franchisee shall submit an itemized residential list with parcel numbers along with the financial information based on the calculation set forth above, which shall also include the amount of the Host Fee for that year. This information shall be provided to the City no later than thirty (30) days from December 31 of that year. Notwithstanding the foregoing, maximum service rates for Single Family Residential Units shall be adjusted annually, provided such adjustments are made in accordance with Section 8. 8 (as applicable and Exhibit D. However, such customers shall receive Base Service, as specified in Section 5. 5. 2(b) of this Agreement, without charge until ~~December 31, 2032~~ ***December 31, 2034.***

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 5 to the Agreement.

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

ATHENS represents and warrants to City that, as of the date of this Amendment No. 5, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to ATHENS that, as of the date of this Amendment No. 5, ATHENS is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

5. Authority. The persons executing this Amendment No. 5 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of the Agreement, as amended, (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Amendment No. 5.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE,
a California municipal corporation

By:_____
Larry G. Burrola, Mayor

ATTEST:

By: _____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

By:_____
Adrian R. Guerra, City Attorney

ATHENS:

ARAKELIAN ENTERPRISES, INC dba ATHENS SERVICES, a California corporation

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

Address: _____
_____
_____

Two corporate officer signatures required when Contractor 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.

RESOLUTION NO. 841(24)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-2016 BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC, A CALIFORNIA CORPORATION, DBA ATHENS SERVICES LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CALIFORNIA (APN 8535-001-911) AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER CEQA GUIDELINES SECTION 15162

A. RECITALS.

(i) On February 24, 2021, the City of Irwindale (the "City") and Arakelian Enterprises, Inc, dba Athens Services ("Athens"), entered into an agreement entitled "Development Agreement No. 02-2016" (the "Development Agreement") to govern the construction and operation of a Materials Recovery Facility and Transfer Station ("MRF/TS") with a public Fueling Station and Convenience Store (the "Convenience Store") at 2200 Arrow Highway – APN 8535-001-911 (collectively, the "Project").

(ii) Pursuant to the terms of the Development Agreement, Athens proposed to construct the Project in three (3) phases, including the construction of the Convenience Store during Phase 1 of the Project.

(iii) On November 8, 2023, the City Council adopted Resolution No. 2023-89-3467, authorizing the City Manager to execute a side letter agreement with Athens for the delivery and service of 100 additional carts beyond the standard three (3) carts issued to residential households at no cost to the City or its residents. The Letter Agreement was executed on January 30, 2024.

(iv) Athens has requested to postpone the construction of the Convenience Store to Phase 3 of the Project.

(v) On January 24, 2024, the City Council directed Staff and the City Attorney's Office to negotiate an amendment to the Development Agreement to reflect Athens' request to defer the construction of the convenience store to a future phase. Following negotiation, Athens proposes the following: as consideration for the postponement of the Convenience Store to a later phase of the Project, Athens will agree as part of Amendment No. 1 to the Development Agreement to: 1) memorialize the current additional one hundred (100) barrels being provided by Athens to residential customers at no charge and to extend the term of this obligation from 2032 to December 31, 2034; and 2) extend the term of Athens' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034.

(vi)

(vii) Section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code.

(viii) Pursuant to the California Environmental Quality Act (CEQA) the Project has been considered in the Final Environmental Impact Report (SCH No. 2013051029) prepared for the Project, the proposed approval of the Amendment No. 1 is consistent with the analysis contained therein, and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary.

(ix) On December 18, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, closed said hearing, and adopted this resolution recommending that the City Council adopt an ordinance approving Amendment No. 1 to the Development Agreement.

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

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

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

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

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

The provisions of the proposed Amendment No. 1 to the Development Agreement are consistent with the goals and policies of the City's General Plan, as amended by General Plan Amendment No. 02-2016. The subject site has a land use designation as Commercial/Industrial and is zoned M-2, which permits light industry, heavy industry, and commercial uses, consistent with the Project as contemplated by the Development

Agreement. The proposed Amendment No. 1, will facilitate development of the MRF/TS during Phase 1, and postpones the construction of the Convenience Store to Phase 2 or Phase 3 of the Project. Upon Project completion, the site will operate under Commercial and Industrial uses, and the Amendment No. 1 is consistent with the goals and policies of the City's General Plan.

3. **CEQA Findings.** The Project was previously subject to environmental review in accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines. Pursuant to the authority and criteria contained in CEQA, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. The Planning Commission hereby finds, on the basis of substantial evidence contained in the whole record, that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

4. **Recommendation.** On the basis of these findings, the Planning Commission hereby recommends that the City Council adopt an ordinance approving Amendment No. 1 to the Development Agreement in substantially the same form as set forth in **Exhibit "A."**

5. **Certification.** The Secretary of the Planning Commission shall certify the adoption of this Resolution, and a copy shall be transmitted to the City Council.

ADOPTED AND APPROVED this 18th day of December 2024.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson

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 18th day of December 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, M. Frymark, C. Miranda, J. Rodriguez

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson

Marilyn Simpson, AICP, Secretary

EXHIBIT A

Ordinance No. 786 and Amendment No.1 to Development Agreement No. 02-2016

[See attached]

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: December 18, 2024 **Agenda Item No. 4-A**

To: Honorable Chair and Members of the Planning Commission

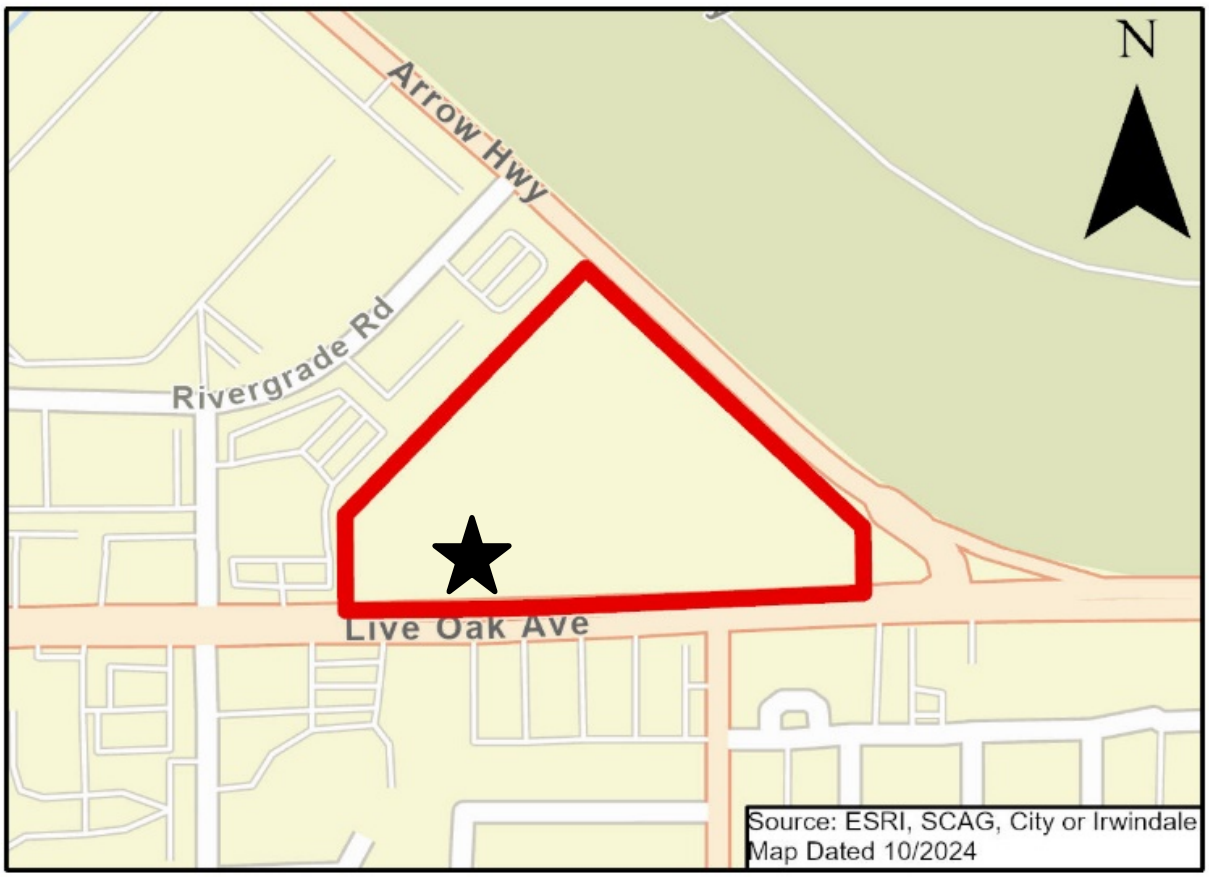
From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Marilyn Simpson, Community Development Director

Project: Amendment No. 1 to Development Agreement No. 02-2016

Applicant: Anthony Bertrand, Arakelian Enterprises Inc. dba Athens Services

Project Location: 2200 Arrow Highway (APN: 8535-001-039)



Staff Recommendation: That the Planning Commission:

Adopt Resolution No. 841(24) entitled, "A Resolution of the Planning Commission of the City of Irwindale Recommending that the City Council adopt an Ordinance approving Amendment No. 1 to Development Agreement 02-2016 By and Between the City of Irwindale and Arakelian Enterprises, Inc., a California Corporation, DBA Athens Services, Located at 2200 Arrow Highway, Irwindale, California (APN 8535-001-039) and Finding the Project exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15162"

REQUEST

The Applicant is requesting Amendment No. 1 to Development Agreement No. 02-2016 to reflect a request by Athens Services to postpone the construction of the Convenience Store to a later phase of the MRF/TS project.

BACKGROUND/HISTORY

The project site was purchased by the former Irwindale Community Redevelopment Agency (ICRA) on July 9, 1990. At the time of purchase, the site was vacant and the ICRA sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal. Specifically, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act"), had previously directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

Project entitlements originally began on June 8, 2016, with the intent to allow the applicant, Athens Services, to purchase the site in order to develop and operate the MRF/TS and convenience store/fueling station. The development of the site would provide the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

On February 24, 2021 the Irwindale City Council conducted a duly noticed public hearing for the Material Recovery Facility and Transfer Station and adopted the following resolutions: Resolution No. 2021-06-3268 approving a Franchise & Facility Operations Agreement; Resolution No. CC2021-08-3270 & Resolution No. SA2021-13-3275 Certifying the Final Environmental Impact Report (SCH#2013051029) for the MRF/TS Project; Resolution No. CC2021-09-3271 & Resolution No. SA2021-14-3276 for the project Disposition and Development Agreement; Resolution No. 2021-10-3272 for General Plan Amendment No. 02-2016; Resolution No. 2021-11-3273 for Conditional Use Permit No. 02-2016; Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016

On March 10, 2021, the Irwindale City Council adopted Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016 to amend the Irwindale Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 zone and related zoning requirements; and Ordinance No. 753 approving Development Agreement No. 02-2016 to allow the construction and operation of a Materials Recovery Facility and Transfer Station, Convenience Store, and Pubic Gas Station at the Site.

On November 13, 2024, the City Council adopted Resolution No. 2024-92-3569, approving a maintenance and wash bay canopy structure.

GENERAL PLAN AND ZONING
The site is designated in the General Plan as Industrial/Commercial. The property is zoned M-2 (Heavy Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Santa Fe Dam	A1 (Agricultural)
South	City of Baldwin Park	Industrial: fronting Arrow Highway; Residential: approx.. 500' south of the Industrial Uses
East	Santa Fe Dam & LADWP Power Lines	A1 (Agricultural)
West	Industrial/Distribution Facility	M2 (Heavy Manufacturing)

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, analyzed the project and certified the Materials and Recovery Facility and Transfer Station Final Environmental Impact Report ("FEIR") (SCH # 2013051029) on February 24, 2021. It is proposed that the Planning Commission, on the basis of substantial evidence contained in the whole record, find and recommend that the City Council finds that the FEIR serves as the environmental review for the project and, pursuant to CEQA Guidelines section 15162, no additional environmental review is necessary because there have been no changes with respect to the overall scope under which the project is being undertaken and no new information of substantial importance concerning the project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

A copy of the FEIR and related environmental documents are posted on the City's website at https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer.
and available at the Irwindale Public Library and Deputy City Clerk's Office.

Amendment No. 1 to Development Agreement No. 02-2016
A ± 2,587 square foot convenience store was included in the 2021 approval of Development Agreement No. 02-2016 for the MRF/TS project as part of Phase 1 of the

development. Pursuant to the terms of the Development Agreement, Athens proposed to construct the Project in three (3) phases, including the construction of the Convenience Store during Phase 1 of the Project. On November 8, 2023, the City Council adopted Resolution No. 2023-89-3467, authorizing the City Manager to execute a side letter agreement with Athens for the delivery and service of 100 additional carts beyond the standard three (3) carts issued to residential households at no cost to the City or its residents. The Letter Agreement was executed on January 30, 2024.

Thereafter, Athens requested to postpone the construction of the Convenience Store to Phase 3 of the Project. On January 24, 2024, the City Council directed Staff and the City Attorney's Office to negotiate an amendment to the Development Agreement to reflect Athens Services' request to defer the construction of the convenience store to a future phase

Following negotiation, Athens proposes the following: as consideration for the postponement of the Convenience Store to a later phase of the Project, Athens will agree as part of Amendment No. 1 to the Development Agreement to: 1) memorialize the current additional one hundred (100) barrels being provided by Athens to residential customers at no charge and to extend the term of this obligation from 2032 to December 31, 2034; and 2) extend the term of Athens' obligation for residential pick-up services at no charge to either the residents or to the City from 2032 to December 31, 2034.

Analysis

Section 65868 of the California Government Code authorizes a development agreement to be amended, in whole or in part, by mutual consent of the parties to the agreement or their successors in interest pursuant to sections 65867-65867.5 of the California Government Code. Prior to approval of an amendment to a development agreement, the Planning Commission must hold a noticed public hearing and provide a recommendation to the City Council. (Gov. Code § 65867.) After the Planning Commission holds a public hearing and provides a recommendation, the legislative body must approve a development agreement by adoption of an ordinance. (Gov. Code § 65867.5(a)) The provisions of the amendment to a development agreement must be found by the City Council to be consistent with the general plan and any applicable specific plan. (Gov. Code § 65867.5(b).)

The provisions of the proposed Amendment No. 1 to the Development Agreement are consistent with the goals and policies of the City's General Plan, as amended by General Plan Amendment No. 02-2016. The subject site has a land use designation as Commercial/Industrial and is zoned M-2, which permits light industry, heavy industry, and commercial uses, consistent with the Project as contemplated by the Development Agreement. The proposed Amendment No. 1, will facilitate development of the MRF/TS during Phase 1, and postpones the construction of the Convenience Store to Phase 2 or Phase 3 of the Project. Upon Project completion, the site will operate under Commercial and Industrial uses, and the Amendment No. 1 is consistent with the goals and policies of the City's General Plan.

CONCLUSION
It is recommended that the Planning Commission take the following action:

1. Adopt Resolution No. 841(24) recommending that the City Council approve Amendment No. 1 to Development Agreement No. 02-2016

Alternative Actions:

2. Request that staff prepare a resolution of denial based on recommended Findings of Fact to be brought back at the next regularly scheduled Planning Commission meeting for adoption, OR
3. Request that the applicant revise the project and continue the hearing to a date certain.

ATTACHMENTS
Exhibit A: Resolution No. 841(24) for Amendment No. 1 to DA 02-2016
Exhibit B: Amendment No.1 to Development Agreement No. 02-2016
Exhibit C: Ordinance No. 768

Electronic Payments

January 2025

January 1 - 31, 2025

Number	Vendor Name	Date	Amount
WFB-54	CJPIA Excess Pool	1/13/2025	21,267.16
ACH	US Bank	1/10/2024	42,224.88
		Report Total:	63,492.04

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 1/13/2025 3:35 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103537	AMAZON1	Amazon Capital Services, Inc.	12/03/2024	2,867.60
103538	ALESHIRE	Aleshire & Wynder, LLP	12/05/2024	96,012.00
103539	ALESHIRE	Aleshire & Wynder, LLP	12/05/2024	83,387.20
103540	ALESHIRE	Aleshire & Wynder, LLP	12/05/2024	106,780.88
103541	AMAZON1	Amazon Capital Services, Inc.	12/05/2024	674.22
103542	AMERIFID	American Fidelity Assurance	12/05/2024	8,490.64
103543	ARELL02	Lucia Arellano	12/05/2024	75.00
103544	AT&T02	AT & T	12/05/2024	34.45
103545	AT&T06	AT & T	12/05/2024	88.05
103546	ATHENS	Athens Services	12/05/2024	6,049.43
103547	BLANSETB	Barry Blanset	12/05/2024	300.00
103548	BURGUA01	Rene Burguan	12/05/2024	2,800.00
103549	BURROL07	Lorene Burrola	12/05/2024	300.00
103550	CAMPOS03	Manuel Campos	12/05/2024	200.00
103551	CANCHE01	Jessica Canche	12/05/2024	75.00
103552	CARDE01	Maria Cardenas	12/05/2024	75.00
103553	CARRE02	Lissette Carreno	12/05/2024	462.00
103554	CHARTE01	Charter Communications	12/05/2024	1,546.37
103555	CHARTE04	Charter Communicatons	12/05/2024	105.62
103556	CHICO05	Robert Chico	12/05/2024	75.00
103557	CINTAS	Cintas Corporation #693	12/05/2024	294.94
103558	NATURAL0	Clean Coalition	12/05/2024	9,900.00
103559	FLORE01	Karla Flores	12/05/2024	280.00
103560	FRONT01	Frontier Communications	12/05/2024	727.55
103561	GARCIA03	Manuel Garcia	12/05/2024	607.34
103562	GONZA01	Ana Gonzalez	12/05/2024	75.00
103563	GONZ20	Manuel Gonzalez	12/05/2024	1,100.00
103564	KEYSTO	Keystone Uniform Depot	12/05/2024	396.90
103565	KUBA01	Claudia Kubata	12/05/2024	75.00
103566	Leal20	Yolanda Leal	12/05/2024	75.00
103567	LI22	Yoana Li	12/05/2024	75.00
103568	LOPEZ22	Margarita Lopez	12/05/2024	10.00
103569	MATA02	Francisco Mata	12/05/2024	4,950.22
103570	MIRAND25	Blanche V. Miranda	12/05/2024	520.00
103571	MOUNT01	MNRO Holdings, LLC	12/05/2024	1,225.22
103572	MUNOZ12	Isabel Munoz	12/05/2024	75.00
103573	PEARSO01	NCS Pearson, Inc	12/05/2024	272.00
103574	OFFICE03	ODP Business Solutions, LLC	12/05/2024	320.29
103575	OPTUM01	OptumRx, Inc.	12/05/2024	30,539.42
103576	ACCOUN	Robert Half	12/05/2024	4,793.14
103577	BUCK01	Cameron J Saylor	12/05/2024	2,779.68
103578	SCHOCK01	Susan Schock	12/05/2024	240.00
103579	GASCOM	SoCalGas	12/05/2024	2,813.41
103580	UNITED11	United Site Services of CA Inc	12/05/2024	273.00
103581	VALLEY01	Valley County Water District	12/05/2024	4,292.46
103583	WAGONER	Pamela Wagoner	12/05/2024	420.00
103584	VISION01	Vision Service Plan - (CA)	12/05/2024	2,194.53

103585	LosAngel	Los Angeles County Tax Collector	12/09/2024	5,117.60
103586	CALIFO56	California State Disbursement Unit	12/12/2024	604.15
103587	CALIFO57	California State Disbursement Unit	12/12/2024	143.07
103588	FRANC06	Franchise Tax Board	12/12/2024	488.25
103589	LOSANG31	Los Angeles County Sheriff's Dept.	12/12/2024	103.27
103590	AMAZON1	Amazon Capital Services, Inc.	12/12/2024	1,688.02
103591	AMBRIZ05	Albert Ambriz	12/12/2024	5.31
103592	BAKER10	Bakers Man Production	12/12/2024	1,900.00
103593	MIJACA	Balcon Holdings, Inc.	12/12/2024	145.00
103594	OROSCO05	Rebecca Bardales	12/12/2024	63.93
103595	BILLST	Bill's Truck Repair, Inc.	12/12/2024	215.00
103596	BLACK04	Black- J Teez LLC	12/12/2024	149.23
103597	CALIFO02	California American Water	12/12/2024	965.19
103598	SANGAB11	California Newspapers Partnership	12/12/2024	8,312.66
103599	CASTIL06	John Castillo	12/12/2024	279.00
103600	CINTAS	Cintas Corporation #693	12/12/2024	139.03
103601	BALDWI02	City of Baldwin Park	12/12/2024	1,050.00
103602	COLLEY01	Colley Auto Cars, Inc.	12/12/2024	1,082.12
103603	CONCE01	Concentra	12/12/2024	312.00
103604	LOSANG33	County of Los Angeles	12/12/2024	4,491.54
103605	CPS01	CPS HR Consulting	12/12/2024	1,273.50
103606	GALLE01	Gloria Gallegos	12/12/2024	130.00
103607	SOUTHE17	Golden State Water Company	12/12/2024	2,531.98
103608	HDL01	Hdl Software, LLC	12/12/2024	34.56
103609	HOMEDE	Home Depot Credit Services	12/12/2024	508.39
103610	HOYEN	Noelle Hoye	12/12/2024	910.00
103611	IIMC02	International Institute of	12/12/2024	135.00
103612	IRWIND21	Irwindale Hand Wash & Auto Detail	12/12/2024	422.85
103613	JOHN01	Roger William Johnson	12/12/2024	1,200.00
103614	KOSMON	Kosmont Companies	12/12/2024	4,092.40
103615	LANCES	Lance, Soll & Lunghard LLP	12/12/2024	43,562.00
103616	LIEBERT	Liebert Cassidy Whitmore	12/12/2024	100.00
103617	LOPEZM02	Marguerite Lopez	12/12/2024	300.00
103618	PALM02	Jarrod Palmer	12/12/2024	55.61
103619	PHASEII	PARS	12/12/2024	1,750.00
103620	PETTYC02	City of Irwindale-Rec Petty Cash	12/12/2024	426.83
103621	PLAN01	PlanetBids, LLC	12/12/2024	11,602.50
103622	RIGHT01	Right of Way, Inc.	12/12/2024	1,920.30
103623	ACCOUN	Robert Half	12/12/2024	1,629.50
103624	RODRIG04	Elizabeth Rodriguez	12/12/2024	127.80
103625	ROSENO	RSG Inc.	12/12/2024	5,056.25
103626	CENTRO01	Safeguard Business Systems, Inc.	12/12/2024	215.04
103627	SALGAD02	Michele Salgado	12/12/2024	88.19
103628	SCFUELS	SC Fuels	12/12/2024	5,123.49
103629	SEMA02	SEMA INC	12/12/2024	2,764.76
103630	SMART&	Smart & Final	12/12/2024	1,174.45
103631	SCE02	Southern California Edison	12/12/2024	37,093.17
103632	STATEO01	State Of California	12/12/2024	303.00
103633	SWEET02	Sweet Moments Photobooth LLC	12/12/2024	450.00
103634	VALLEY01	Valley County Water District	12/12/2024	18,818.13
			Report Total (97 checks):	550,777.63

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 1/13/2025 3:51 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103638	ALESHIRE	Aleshire & Wynder, LLP	12/19/2024	44,991.97
103639	BLUE03	Blue Star Pools Inc	12/19/2024	202,111.75
103648	ALLCI01	All City Management Services, Inc	12/26/2024	1,357.88
103649	BAKER01	Baker & Taylor Books	12/26/2024	1,730.62
103650	MIJACA	Balcon Holdings, Inc.	12/26/2024	222.00
103651	BURRO01	Burro Canyon Ent. Inc.	12/26/2024	10.00
103652	CALI12	California Consulting Inc.	12/26/2024	4,700.00
103653	CDW01	CDW Government	12/26/2024	837.79
103654	CHANDL	Chandler's Air Conditioning &	12/26/2024	1,720.86
103655	BALDWI02	City of Baldwin Park	12/26/2024	350.00
103656	COPWARE	CopWare, Inc.	12/26/2024	965.00
103657	COSTA01	Costar Realty Information, Inc.	12/26/2024	438.90
103658	LACOUN02	County of Los Angeles	12/26/2024	121.00
103659	LOSANG33	County of Los Angeles	12/26/2024	82,534.46
103660	CRAFT01	Craftwater Engineering, Inc.	12/26/2024	7,221.50
103661	CWA01	CWA AIA, Inc	12/26/2024	20,867.35
103662	CWE01	CWE	12/26/2024	66,185.77
103663	ECOLAB01	ECOLAB	12/26/2024	37.37
103664	BATE01	Elior Inc.	12/26/2024	3,697.50
103665	EMERGE04	Emergency Response	12/26/2024	650.00
103666	FILLG01	Fill Good Landscaping	12/26/2024	415.00
103667	FRAZ01	Frazier Capitol Valuation, Inc	12/26/2024	3,300.00
103668	GEOLOG	Geologic Associates	12/26/2024	54,353.00
103669	INTELL01	Intelli-tech, Inc.	12/26/2024	27,565.00
103670	INTER01	Interwest Consulting Group	12/26/2024	375.00
103671	JOEAGO	Joe A. Gonsalves & Son	12/26/2024	2,375.00
103672	KIML01	Kimley-Horn and Associates, Inc.	12/26/2024	1,840.00
103673	LANDSC	Landscape Warehouse III Inc.	12/26/2024	1,199.81
103674	MIDAS	Manuel C Muratalla	12/26/2024	2,451.81
103675	MARIPO	Mariposa Landscapes, Inc.	12/26/2024	21,305.89
103676	MEJIA05	Jaime Emmanuel Mejia	12/26/2024	955.00
103677	METR01	Metrocell Construction, Inc.	12/26/2024	7,619.90
103678	MOTOR02	Motorola Solutions	12/26/2024	10,260.72
103679	NAN01	Nancy K Bohl Inc	12/26/2024	2,083.00
103680	NICH01	Nichols Lumber & Hardware CO	12/26/2024	158.82
103681	NOVA01	Nova Geotechnical & Inspection Services - So(	12/26/2024	1,312.50
103682	OFFICE03	ODP Business Solutions, LLC	12/26/2024	1,813.56
103683	ORKINP	Orkin Pest Control	12/26/2024	232.99
103684	PAYN01	Payne Pest Management, Inc.	12/26/2024	288.00
103685	PEER01	Peerless Network, Inc	12/26/2024	2,785.54
103686	PERF03	Performance Elevator Contractors, Inc.	12/26/2024	380.00
103687	ADAMPP	Proffesional Police Supply Inc.	12/26/2024	9,828.24
103688	PURCHA	Purchase Power	12/26/2024	4,354.45
103689	RANCHO01	Rancho Duarte Florist	12/26/2024	424.46
103690	SANBER04	San Bernardino County Sheriff's Dept	12/26/2024	46.00
103691	SOUTH09	Southern Computer Warehouse Inc,	12/26/2024	4,156.94
103692	SWANA	SWANA	12/26/2024	335.00

103693	SWRCB	SWRCB Fees	12/26/2024	11,224.00
103694	TAB01	TAB Products Co. LLC	12/26/2024	1,575.00
103695	THOM01	Thomson Reuters- West	12/26/2024	518.18
103696	TPX 01	TPX Communications	12/26/2024	126.33
103697	ARAM01	Vestis Services, LLC	12/26/2024	223.49
103698	YTIRES	Y Tire Sales	12/26/2024	760.32
103699	ALVARE02	Isabel Alvarez	12/19/2024	75.00
103700	CINGULAR	AT & T Mobility	12/19/2024	1,806.36
103701	Ayala01	Leonor Ayala	12/19/2024	400.00
103702	AZUSALW	Azusa Light & Water	12/19/2024	300.42
103703	BARRAG03	Martha Barragan	12/19/2024	75.00
103704	CALIFO02	California American Water	12/19/2024	1,047.55
103705	CINTAS	Cintas Corporation #693	12/19/2024	186.65
103706	NATURAL0	Clean Coalition	12/19/2024	2,500.00
103707	CONCE01	Concentra	12/19/2024	250.00
103708	CORNEJOD	Diego Cornejo	12/19/2024	813.00
103709	ESPI11	Victoria M. Espino	12/19/2024	120.00
103710	EVANS02	Gloria Evans	12/19/2024	225.00
103711	FEDEX	FedEx	12/19/2024	51.03
103712	FLORE01	Karla Flores	12/19/2024	560.00
103713	GAMEZ01	Pablo Gamez	12/19/2024	363.94
103714	HART02	Robert Hartman	12/19/2024	300.00
103715	IRWIND21	Irwindale Hand Wash & Auto Detail	12/19/2024	270.93
103716	JOHNNY02	Johnny's Pool Service	12/19/2024	473.97
103717	LIEBERT	Liebert Cassidy Whitmore	12/19/2024	1,376.00
103718	PADILLAM	Melissa Marez	12/19/2024	64.66
103719	MARQ10	Gonzalo Marquez	12/19/2024	75.00
103720	MIRAND25	Blanche V. Miranda	12/19/2024	260.00
103721	NICH01	Nichols Lumber & Hardware CO	12/19/2024	1,026.29
103722	NUNE25	Cesar Nunez	12/19/2024	628.00
103723	OPTUM01	OptumRx, Inc.	12/19/2024	29,092.61
103724	OSTERH01	Delfina Osterheim	12/19/2024	632.04
103725	PONCE04	Delicia Ponce	12/19/2024	111.70
103726	LEGAL03	Pre-Paid Legal Services, Inc.	12/19/2024	110.65
103727	ROBLES03	Michael Robles	12/19/2024	200.00
103728	RUGG02	Mary Dolores Ruggio	12/19/2024	900.00
103729	SECT01	Sectran Security Inc.	12/19/2024	124.07
103730	STROBE03	Gary Strobehn	12/19/2024	782.84
103731	SUAR01	Silvia Suarez	12/19/2024	75.00
103732	TAPIA01	Matthew Tapia	12/19/2024	45.10
103733	TAPIAP	Paul Tapia	12/19/2024	20.00
103734	TAPIA22	Ricardo Tapia	12/19/2024	300.00
103735	TEXAS01	Texas Life Insurance Co.	12/19/2024	4,218.49
103736	VALOR01	Valorence, LLC	12/19/2024	11,200.86
103737	verizonw	Verizon Wireless	12/19/2024	3,420.50
103738	WAGONER	Pamela Wagoner	12/19/2024	560.00
103739	SIMG01	Simgel Co. Inc	12/26/2024	730,941.82
103740	ACCOUN	Robert Half	12/23/2024	1,386.80
103741	SCE02	Southern California Edison	12/23/2024	1,890.44
103742	VISION01	Vision Service Plan - (CA)	12/23/2024	2,027.76
103743	CALIFO56	California State Disbursement Unit	12/24/2024	604.15
103744	CALIFO57	California State Disbursement Unit	12/24/2024	143.07
103745	CALIFO58	California State Disbursement Unit	12/24/2024	100.00
103746	CITY01	City of Hope	12/24/2024	34.00
103747	FRANC06	Franchise Tax Board	12/24/2024	488.25
103748	ICEA	Irwindale City Employee Assoc.	12/24/2024	897.00
103749	IMEA	Irwindale Mgmt Employee Assoc.	12/24/2024	510.00

103750	IRWIND02	Irwindale Police Officers Assoc.	12/24/2024	3,068.00
103751	LOSANG31	Los Angeles County Sheriff's Dept.	12/24/2024	194.72
103752	AGUILA06	Luz Aguilar	12/30/2024	50.00
103753	AT&T02	AT & T	12/30/2024	34.45
103754	AT&T06	AT & T	12/30/2024	1,716.29
103755	CINGULAR	AT & T Mobility	12/30/2024	38.63
103756	CHARTE01	Charter Communications	12/30/2024	1,077.01
103757	CINTAS	Cintas Corporation #693	12/30/2024	278.06
103759	EVAN05	Theresa Evans	12/30/2024	1,680.00
103760	FRONT01	Frontier Communications	12/30/2024	101.77
103761	FRONT01	Frontier Communications	12/30/2024	325.94
103762	FRONT01	Frontier Communications	12/30/2024	457.52
103763	FRONT01	Frontier Communications	12/30/2024	232.02
103764	FRONT01	Frontier Communications	12/30/2024	43.23
103765	FRONT01	Frontier Communications	12/30/2024	86.46
103766	FRONT01	Frontier Communications	12/30/2024	529.30
103767	FRONT01	Frontier Communications	12/30/2024	43.23
103768	SCFUELS	SC Fuels	12/30/2024	5,494.30
103769	SCE02	Southern California Edison	12/30/2024	13,712.17
103770	VALLEY01	Valley County Water District	12/30/2024	1,196.07
103771	NATURAL0	Clean Coalition	01/08/2025	4,100.00
103772	CALIFO56	California State Disbursement Unit	01/09/2025	604.15
103773	CALIFO57	California State Disbursement Unit	01/09/2025	143.07
103774	FRANC06	Franchise Tax Board	01/09/2025	490.51
103775	LOSANG31	Los Angeles County Sheriff's Dept.	01/09/2025	104.77
103776	AGUILA06	Luz Aguilar	01/09/2025	60.58
103777	AMAZON1	Amazon Capital Services, Inc.	01/09/2025	620.01
103778	AZUSALW	Azusa Light & Water	01/09/2025	683.86
103779	MIJACA	Balcon Holdings, Inc.	01/09/2025	184.00
103780	CALIFO02	California American Water	01/09/2025	2,433.06
103781	CARDEN01	Rudy Cardenas	01/09/2025	150.00
103782	GALLARDC	Claudia Carlos	01/09/2025	1,500.00
103783	CHANDL	Chandler's Air Conditioning &	01/09/2025	598.98
103784	CINTAS	Cintas Corporation #693	01/09/2025	139.03
103785	CITYOF11	City of Azusa	01/09/2025	2,275.00
103786	CLIFFO02	CliffordMoss LLC	01/09/2025	3,080.00
103787	EG01	E. G. Brennan & Co. Corp.	01/09/2025	195.00
103788	FILLG01	Fill Good Landscaping	01/09/2025	415.00
103789	SOUTHE17	Golden State Water Company	01/09/2025	2,682.34
103790	HDL01	Hdl Software, LLC	01/09/2025	34.56
103791	HINDER	Hinderliter, De Llamas & Assoc	01/09/2025	3,462.64
103792	HOMEDE	Home Depot Credit Services	01/09/2025	1,032.24
103793	HOYEN	Noelle Hoye	01/09/2025	840.00
103794	IRWIND02	Irwindale Police Officers Assoc.	01/09/2025	313.58
103795	JOEAGO	Joe A. Gonsalves & Son	01/09/2025	2,375.00
103796	LACOPO	LACPCA	01/09/2025	300.00
103797	LOPEZJ01	Jade Lopez	01/09/2025	75.86
103798	MARINJ	Jose Marin Jr.	01/09/2025	292.58
103799	NORMAN02	Norman A. Traub Associates	01/09/2025	9,040.00
103800	RIGHT01	Right of Way, Inc.	01/09/2025	48.07
103801	SLENV01	S.L. Environmental Transportation LLC	01/09/2025	6,765.00
103802	GASCOM	SoCalGas	01/09/2025	2,057.84
103803	TAPIA11	Sylvia Tapia	01/09/2025	1,500.00
103804	UNITED11	United Site Services of CA Inc	01/09/2025	862.50
103805	WILL01	April Williams	01/09/2025	360.00
103806	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	01/22/2025	198.00
103807	ATHENS	Athens Services	01/22/2025	6,049.43

103808	BAKER01	Baker & Taylor Books	01/22/2025	16.10
103809	BAKER10	Bakers Man Production	01/22/2025	1,000.00
103810	BILLST	Bill's Truck Repair, Inc.	01/22/2025	531.46
103811	BLUE03	Blue Star Pools Inc	01/22/2025	178,962.52
103812	BRITEW	BriteWorks, Inc.	01/22/2025	12,847.12
103813	CHARTE01	Charter Communications	01/22/2025	369.67
103814	DEPTOF02	County of LA Dept of Animal Care & Control	01/22/2025	7,991.54
103815	CPRSCA	CPRS Park & Recreation	01/22/2025	145.00
103816	CRAFT01	Craftwater Engineering, Inc.	01/22/2025	879.00
103817	CWA01	CWA AIA, Inc	01/22/2025	4,500.00
103818	DELONG	Delong Unlimited	01/22/2025	1,598.63
103819	DIVISI01	Division of the State Architect	01/22/2025	68.00
103820	EGL01	EGL Associates Inc.	01/22/2025	11,175.00
103821	BATE01	Elior Inc.	01/22/2025	3,251.25
103822	ENVIRO05	Environmental Science Associates (ESA)	01/22/2025	913.12
103823	EPOCH01	EPOCH	01/22/2025	3,850.00
103824	EWINGI	Ewing Irrigation Products, Inc.	01/22/2025	67.76
103825	FABE01	Faber Communications	01/22/2025	567.47
103826	FCG01	FCG Consultants Inc.	01/22/2025	9,322.12
103827	GARV02	Garv Inc.	01/22/2025	6,290.60
103828	GEN01	General Technologies and Solutions (GTS) LI	01/22/2025	23,477.08
103829	GEOLOG	Geologic Associates	01/22/2025	10,075.45
103830	HEWLET01	Hewlett Packard Enterprise Co.	01/22/2025	8,712.12
103831	IMPE01	Imperial County Office of Education	01/22/2025	3,052.96
103832	ITERIS	Iteris, Inc.	01/22/2025	700.00
103833	LANCES	Lance, Soll & Lunghard LLP	01/22/2025	405.00
103834	LAWE01	Law Enforcement Medical Services, Inc.	01/22/2025	1,225.00
103835	LSA01	LSA Associates, Inc.	01/22/2025	21,777.50
103836	MIDAS	Manuel C Muratalla	01/22/2025	2,740.46
103837	MERCUR	Mercury Fence Co., Inc.	01/22/2025	350.00
103838	NAN01	Nancy K Bohl Inc	01/22/2025	2,083.00
103839	OFFICE03	ODP Business Solutions, LLC	01/22/2025	2,400.51
103840	PAYN01	Payne Pest Management, Inc.	01/22/2025	288.00
103841	PEER01	Peerless Network, Inc	01/22/2025	1,392.77
103842	PROPRINT	Pro Printing, Inc.	01/22/2025	286.50
103843	ROGELI	Rogelio's Upholstery	01/22/2025	145.00
103844	SOUTH09	Southern Computer Warehouse Inc,	01/22/2025	931.15
103845	STERIC01	Stericycle, Inc.	01/22/2025	100.12
103846	SULLYM01	Sully-Miller Contracting Co.	01/22/2025	842,887.61
103847	V&V01	V & V Manufacturing, Inc.	01/22/2025	283.23
103848	WESTCO05	West Coast Arborists, Inc.	01/22/2025	26,154.75
			Report Total (202 checks):	2,701,701.02

Item #20.B.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Annual Bulletproof Vest Partnership (BVP) grant with the Department of Justice

City Manager's Recommendation:

Adopt Resolution No. 2025-07-3595 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN ANNUAL BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND" reading by title only and waiving further reading thereof, thereby authorizing the Police Department to continue to seek reimbursement for ballistic vest cost through the U.S. Department of Justice Ballistic Vest Partnership Grant Act of 1998.

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police

Prepared by:

John Fraijo, Police Captain

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Irwindale Police Department currently provides soft body armor to all officers and half of the cost may be reimbursed for this body armor from the Ballistic Vest Partnership (BVP) Grant Act of 1998.

Each year BVP is provided with a list of the total number of officers whose ballistic vest will be expiring (every 5 years) and projected cost of vests for the eligible applicant's during the calendar year.

Participation in this U.S. Department of Justice grant shall be on-going and may be approved by the Chief of Police in consultation with City Manager.

Fiscal Impact:

The BVP Grant is a federal grant and must be accounted for in a separate fund designated specifically for federally funded projects and programs. The City anticipates receiving $6,360 in BVP grant amount, which is approximately 50% of the cost of ballistic vests to be purchased. Therefore, the total cost of the ballistic vests to be purchased is $12,878.84.

The City will initially acquire the ballistic vests using IPD's FY 2024-2025 budget and then submit for reimbursement for the said $6,360. Upon receipt, the City will accept and record the funds under appropriate accounts accordingly.

Attachments:

1. 2024 BVP Award Notification
2. Resolution BVP participation 2024(1044575.1)

Lisa Amaya

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Thursday, September 26, 2024 9:27 AM
To: Lisa Amaya
Subject: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2024 Award Announcement

Follow Up Flag: Follow up
Flag Status: Flagged

View as a webpage / Share

BJA

Karhlton F. Moore, Director

NEWS from BJA

BUREAU OF JUSTICE ASSISTANCE • OFFICE OF JUSTICE PROGRAMS

Dear BVP Applicant:

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2024 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the **BVP System**. A complete list of FY 2024 BVP awards is now available at the following link: 2024 BVP awards.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (https://www.sam.gov/SAM/) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: https://sam.gov/content/help. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2024 award may be used for National Institute of Justice (NIJ) compliant armored vests that were ordered after April 1, 2024. The deadline to request payments from the FY 2024 award is August 31, 2026, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the NIJ Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to

100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs, and detailed instructions on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety. The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues and threats. Please see the VALOR Initiative Overview booklet for additional details about this initiative.

Sincerely,

BVP Program Team
Bureau of Justice Assistance

https://www.ojp.gov/program/bulletproof-vest-partnership

PUBLIC SAFETY OFFICERS' BENEFITS (PSOB) PROGRAM

Enacted in 1976, the PSOB Program provides death, disability, and education benefits to those eligible for the program. For details regarding these federal benefits for law enforcement officers, firefighters, and other first responders who have died or become catastrophically injured in the line of duty, call the PSOB Office at 888-744-6513 or visit us online at online.

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

If you haven't already, subscribe to the News From BJA subscription list to stay up to date on the latest information and news from BJA. If you are already a subscriber, update your subscription preferences to receive information that is most relevant to you.

2024 BVP AWARDS

HELP

JUR: IRWINDALE CITY, CA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

APPLICATION PROFILE

Fiscal Year		2024
Vest Replacement Cycle		5
Number of Officers		29
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	0

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BA-3A00S-SX02	15	$784.10	$11,761.50	$1,117.34	$12,878.84
Grand Totals	**15**		**$11,761.50**	**$1,117.34**	**$12,878.84**

AWARD SUMMARY FOR FY2024 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	$12,878.84	$6,359.79	09/26/24	Approved by BVP
Grand Totals:	$12,878.84	$6,359.79		

RETURN RETURN

RESOLUTION NO. 2025-07-3595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE IRWINDALE POLICE DEPARTMENT'S PARTICIPATION IN AN ANNUAL BALLISTIC VEST PARTNERSHIP GRANT OFFERED BY THE U.S. DEPARTMENT OF JUSTICE, AND APPROVING AN ADDITIONAL APPROPRIATION FOR RECORDING THE REVENUE AND EXPENDITURE FOR THIS GRANT IN THE CITY OF IRWINDALE'S FEDERAL FUND

WHEREAS, the Irwindale Police Department (IPD) currently provides soft body armor to all officers; and

WHEREAS, the Ballistic Vest Partnership (BVP) Grant Act of 1998 has reimbursed at least half of the cost of this body armor since 2000; and

WHEREAS, BVP is provided with a list of the total number of officers whose ballistic vest will be expiring (every 5 years) during the calendar year along with the projected cost to replace these vests; and

WHEREAS, participation in this U.S. Department of Justice grant shall be on-going and may be approved by the Chief of Police in consultation with the City Manager; and

WHEREAS, the BVP Grant is a federal grant and must be accounted for in a separate fund designated specifically for federally funded projects and programs. The BVP grant amount is $6,360, which has been awarded to cover approximately 50% of the cost of ballistic vests to be purchased. Therefore, the total cost of the ballistic vests to be purchased is $12,878.84, with the remaining $6,520 expenditure amount charged to the IPD's FY 2024-2025 budget, which has already been accounted for; and

WHEREAS, the City desires to accept and appropriate $6,360 in BVP Grant Funds (Fund 31) and utilize $6,520 from IPD FY 2024-2025 budgeted funds to acquire the ballistic vests for IPD.

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

SECTION 1. The City Council hereby authorize acceptance and appropriation of BVP Federal Grant Funds in the amount of $6,360 and utilize $6,520 of IPD FY 2024-2025 budgeted funds from account 01-35-353-42241-0000, for a total of $12,878.84 to acquire the ballistic vests for IPD.

SECTION 2. The Chief of Police, City Manager, and Finance Director are hereby authorized and directed to facilitate and administer the City of Irwindale's continued participation in the BVP and use of funds. City staff shall also submit all necessary documentation to the U.S. Department of Justice for reimbursement of ballistic vest costs.

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 22nd 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. 2025-07-3595 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 22nd day of January, 2025, by the following vote:

Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura Nieto
Chief Deputy City Clerk

Item #20.C.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appropriate Asset Forfeiture Funds and Interest

City Manager's Recommendation:

Adopt Resolution No. 2025-12-3600, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT."

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police

Prepared by:

John Fraijo, Police Captain

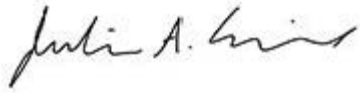
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) was federally enacted in 1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property to include automobiles and U.S. currency. Through the Equitable Sharing Program, the police department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases that can be made with the received asset forfeiture funds under the asset forfeiture program. Permissible items for purchase with the received funds include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific task force for a specified period of time or under certain other conditions. The permissible appropriation of funds includes:

- Salary and overtime costs associated with asset forfeiture investigations
- Law enforcement training
- Hardware, software, wireless connectivity and other required equipment related to the department's reporting and telecommunications infrastructure
- Radio Communication Systems / In-car camera system / MDC-Mobile Data
- Video surveillance equipment
- Equipment and operations related to investigations
- Executive Conferences - In State/Out of State

The police department has received an additional $280,569.49 for fiscal year 2024-2025 in federal asset forfeiture proceeds and $17,663.09 in interest from the prior year. During the City Council meeting on 01-08-2025, $38,046.14 was previously appropriated from this total for the purchase of a Honda Police Vehicle under Resolution No. 2025-08-3596. These Irwindale Police Department federal asset forfeiture funds are held in the Federal Treasury Fund (Fund 16). These funds are separate from the General Fund, and supplemental to the current operating budget.

Fiscal Impact:

The attached resolution allows for the receipt of, and an appropriation of $260,186.44 in federal asset forfeiture revenue and interest from the prior year to be distributed to the City's expenditure accounts as follows:

- $110,186.44 to Operating Supplies Account No.16-35-370-42200-0000
- $50,000.00 to Vehicles Account No. 16-35-370-44400-0000
- $20,000.00 to Computer Systems Account No. 16-35-370-44300-0000
- $80,000.00 to Large Tools Account No. 16-35-370-44500-0000

Attachments:

1. Resolution Asset Forfeiture Appropriation 01-22-25(1044638.1)

RESOLUTION NO. 2025-12-3600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE IRWINDALE POLICE DEPARTMENT

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional $280,569.49 in federal asset forfeiture proceeds for fiscal year 2024-2025 and $17,663.09 in interest from the prior year. During the City Council meeting on January 8, 2025, $38,046.14 was previously appropriated from this total for the purchase of a Honda Police Vehicle under Resolution No. 2025-08-3596. The remaining funds are ready for use by the Police Department in accordance with federal and state law requirements.

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

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program and interest, in the amount of $260,186.44 are approved, received as supplemental to the Police Department Budget, and available to be appropriated.

SECTION 2. The City Council hereby appropriates the $260,186.44 in federal asset forfeiture funds to the following City of Irwindale Police Department expenditure accounts as follows:

a. $110,186.44 to Operating Supplies Account No.16-35-370-42200-0000
b. $50,000.00 to Vehicles Account No. 16-35-370-44400-0000
c. $20,000.00 to Computer Systems Account No. 16-35-370-44300-0000
d. $80,000.00 to Large Tools Account No. 16-35-370-44500-0000

These funds shall be used in accordance with federal and state law for expenditure of federal asset forfeiture funds.

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 22nd 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 Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-12-3600 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 22nd day of January, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #20.D.

City of
IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim - Cristian Castaneda

City Manager's Recommendation:

(1) Reject the claim of Cristian Castaneda vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

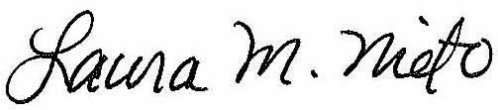
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

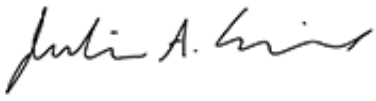


Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On January 7, 2024, the City received a claim for damages from claimant Cristian Castaneda. Claimant Castaneda alleges that on July 9, 2024, his father was riding his bike on Arrow Highway, west of Rivergrade Road in Irwindale, when he was struck by a stolen vehicle driven by a prior felon. Claimant

Castaneda alleges that the Irwindale Police Department failed to apprehend the driver before his actions killed the decedent, Raul Castaneda.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that a public entity is not liable for an injury through act omission of the entity, employee or other person; that a public entity is not liable for injury caused by adopting or failing to adopt an enactment or by failing to enforce any law; that a public employee is not liable for injury resulting from his act or omission due to discretion invested in him whether abused or not; that a public employee for his actor or omission, exercising, due care in the enforcement of any law; and that a public employee is not liable for injury caused by act or omission of others. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. Claim for Damages - Cristian Castaneda
2. Recommendation for Rejection - Cristian Castaneda

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

ORIGINAL

RECEIVED
01
JAN 08 2025 3:03pm
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

INSTRUCTIONS

1. **Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.**
2. **Claims for damages to real property must be filed not later than 1 year after occurrence.**
3. **Read entire claim before filing.**
4. **See page 2 for diagram upon which to locate place of accident.**
5. **This claim for must be signed on page 2 at bottom.**
6. **Attach separate sheets if necessary to give full details. Sign each sheet.**
7. **File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706**

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Cristian Castaneda	Claimant's Occupation
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant N/A	Business Telephone Number N/A

Name and address to which you desire notices or communications to be sent regarding this claim:

Sevy Fisher, Esq.; 2916 W. 164th St., Torrance, CA 90504; teamhermosa@justiceteam.com

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: July 9, 2024 Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: N/A	Unknown to Claimants, as the police report has not been released due to an ongoing investigation.

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

North side of Arrow Highway, West of Rivergrade Road in Irwindale, CA. The closest coordinates are: 34.11208N, 1117.96924W.

Describe in detail how the DAMAGE or INJURY occurred.

Claimants' father was riding his bike when he was struck by a stolen vehicle, driven by prior felon, Jonathan Calixto. The car he was driving was stolen from a dealership - and the Irwindale police failed to catch him before his reckless driving killed decedent, Raul Castaneda.

Why do you claim the City of Irwindale is responsible?

The city of Irwindale's police were grossly negligent in catching the car thief, which caused the death of the Decedent.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

As a result of the subject incident, Raul Castaneda, Claimants' father is deceased.

Claimant's Name:

Cristian Castaneda

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

$15,000,000.00, the city of Irwindale's police were grossly negligent in catching the car thief, which caused the death of the Decedent.

Give estimated amount of future losses due to INJURY or DAMAGE:

$5,000,000.00

Was damage and/or injury investigated by the police? Yes If yes, what City? City of Irwindale

Were paramedics or ambulance called? Yes If yes, name City or ambulance City of Irwindale

If injured, give name and address of your doctor and the date and time of your first visit:

Decedent was pronounced dead at the scene of the incident.

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

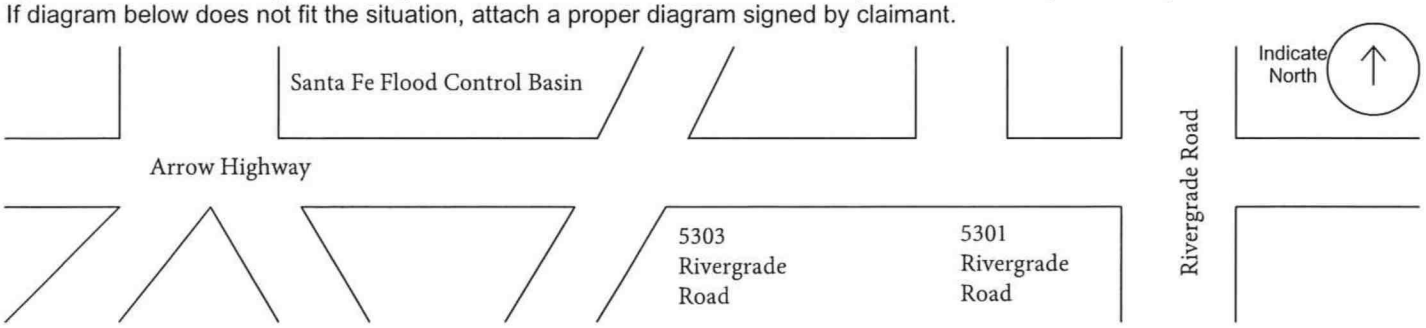
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Attorney for Claimant Cristian Castaneda	Sevy Fisher, Esq.	1/07/2025

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

January 8, 2025

TO: City of Irwindale

ATTENTION:

RE:	Claim	:	Cristian Castaneda vs. Irwindale
	Claimant	:	Cristian Castaneda
	Member	:	City of Irwindale
	Date Rec'd by Mbr	:	1/7/25
	Date of Event	:	7/9/24
	CW File Number	:	CJP-3053132 GRV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

Item #20.E.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim - Natalia Castaneda

City Manager's Recommendation:

(1) Reject the claim of Natalia Castaneda vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

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 January 7, 2024, the City received a claim for damages from claimant Natalia Castaneda. Claimant Castaneda alleges that on July 9, 2024, her father was riding his bike on Arrow Highway, west of Rivergrade Road in Irwindale, when he was struck by a stolen vehicle driven by a prior felon. Claimant Castaneda alleges that the Irwindale Police Department failed to apprehend the driver before his

actions killed the decedent, Raul Castaneda.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that a public entity is not liable for an injury through act omission of the entity, employee or other person; that a public entity is not liable for injury caused by adopting or failing to adopt an enactment or by failing to enforce any law; that a public employee is not liable for injury resulting from his act or omission due to discretion invested in him whether abused or not; that a public employee for his actor or omission, exercising, due care in the enforcement of any law; and that a public employee is not liable for injury caused by act or omission of others. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. Claim for Damages - Natalia Castaneda
2. Recommendation for Rejection - Natalia Castaneda

CITY OF IRWINDALE

ORIGINAL

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. **Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.**
2. **Claims for damages to real property must be filed not later than 1 year after occurrence.**
3. **Read entire claim before filing.**
4. **See page 2 for diagram upon which to locate place of accident.**
5. **This claim for must be signed on page 2 at bottom.**
6. **Attach separate sheets if necessary to give full details. Sign each sheet.**
7. **File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706**

RECEIVED
JAN 06 2025 3:02pm
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Natalia Castaneda	Claimant's Occupation
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant N/A	Business Telephone Number N/A

Name and address to which you desire notices or communications to be sent regarding this claim:

Sevy Fisher, Esq.; 2916 W. 164th St., Torrance, CA 90504; teamhermosa@justiceteam.com

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: July 9, 2024 Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: N/A	Unknown to Claimant, as the police report has not been released due to an ongoing investigation.

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

North side of Arrow Highway, West of Rivergrade Road in Irwindale, CA. The closest coordinates are: 34.11208N, 1117.96924W.

Describe in detail how the DAMAGE or INJURY occurred.

Claimant's father was riding his bike when he was struck by a stolen vehicle, driven by prior felon, Jonathan Calixto. The car he was driving was stolen from a dealership - and the Irwindale police failed to catch him before his reckless driving killed decedent, Raul Castaneda.

Why do you claim the City of Irwindale is responsible?

The city of Irwindale's police were grossly negligent in catching the car thief, which caused the death of the Decedent.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

As a result of the subject incident, Raul Castaneda, Claimants' father is deceased.

Claimant's Name:

Natalia Castaneda

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

$15,000,000.00, the city of Irwindale's police were grossly negligent in catching the car thief, which caused the death of the Decedent.

Give estimated amount of future losses due to INJURY or DAMAGE:

$5,000,000.00

Was damage and/or injury investigated by the police? Yes If yes, what City? City of Irwindale

Were paramedics or ambulance called? Yes If yes, name City or ambulance City of Irwindale

If injured, give name and address of your doctor and the date and time of your first visit:

Decedent was pronounced dead at the scene of the incident.

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

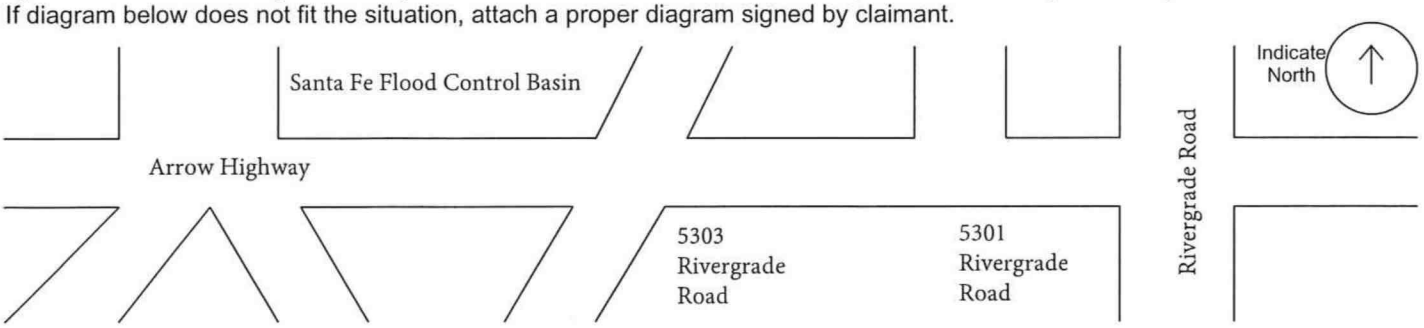
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Attorney for Claimant Natalia Castaneda	Sevy Fisher, Esq.	01/07/2025

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

January 8, 2025

TO: City of Irwindale

ATTENTION:

RE:	Claim	:	Natalia Castaneda vs. Irwindale
	Claimant	:	Natalia Castaneda
	Member	:	City of Irwindale
	Date Rec'd by Mbr	:	1/7/25
	Date of Event	:	7/9/24
	CW File Number	:	CJP-3053132 GRV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

Item #20.F.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 2025

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

From: Julian A. Miranda, City Manager / Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending December 31, 2024

City Manager's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (the City's Investment Policy).

The attached Investment Report summarizes the cash balances and investments as of December 31, 2024, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation

Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until March 12, 2025. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

There is no fiscal impact of receiving and filing this report.

Attachments:

1. City of Irwindale Investment Report – December 31, 2024

CITY OF IRWINDALE
INVESTMENT REPORT
December 31, 2024

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO & WF GENERAL ACCOUNTS	$ 5,512,531	2.01%			$ 5,512,531	
WF MONEY MARKET ACCOUNT	$ 2,324,615	4.48%			$ 2,324,615	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 20,813,560				20,805,692	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	$ 5,000,000	0.52%	07/28/21	01/28/25	$ 4,986,012	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,908,628	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,854,340	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,762,110	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,760,105	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,735,609	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,758,771	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	949,910	Aaa / AA+
FEDERAL FARM CREDIT Bank (FFCB)	1,000,000	4.94%	11/28/23	07/28/25	1,003,095	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	4.91%	12/18/23	12/12/28	998,491	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.21%	10/24/24	10/22/29	1,967,020	Aaa / AA+
Sub-Total US Government Agencies:	$ 38,000,000				$ 36,684,089	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,021,977	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	969,610	Aa1 / AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	970,615	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	931,466	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	970,615	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	1,990,292	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,498,378	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,784,270	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,295,142	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	928,998	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	974,211	A / A2
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	970,554	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,316,112	AA/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	921,142	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	941,792	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	948,281	Aa2 / AA
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,075,533	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.70%	09/03/24	09/01/29	1,055,849	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,023,761	Aa2 / AA-
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	919,769	Aa1 / AA+
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	912,899	Aa1 / AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	878,585	Aa2
BEVERLY HILLS PUBLIC FINANCING	1,000,000	4.01%	10/10/24	06/01/26	955,263	Aaa / AAA
Sub-Total Municipal Bonds:	$ 27,500,000				$ 26,255,115	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 2,015,137	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	971,320	A1 / A+
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	2,005,702	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,441,257	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,469,806	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	983,888	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	959,158	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	981,689	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	966,777	A1 / BBB+
AMERICAN HONDA FINANCE	1,000,000	5.29%	10/24/24	10/05/26	1,003,040	Aa2 / AA
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	1,981,266	A1 / BBB+
Sub-Total Corporate Bonds:	$ 15,000,000				$ 14,779,039	
CERTIFICATES OF DEPOSIT						
UBS BANK USA	$ 245,000	3.40 %	08/31/22	09/02/25	$ 243,821	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	243,641	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	241,880	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	241,568	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	241,568	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	242,239	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	241,561	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	243,523	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	243,193	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	241,539	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	241,539	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	242,648	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	240,876	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	241,504	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	245,103	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	253,788	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	254,663	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	248,634	FDIC Insured
BANK HAPOALIM BM NY	245,000	5.30 %	11/20/23	05/20/25	245,955	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	247,615	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	246,894	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	252,809	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	251,584	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	256,453	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	246,995	FDIC Insured
CROSSFIRST BANK	245,000	5.20 %	04/05/24	01/06/25	245,030	FDIC Insured
TEXAS EXCHANGE BANK	245,000	5.10 %	04/05/24	04/05/29	245,113	FDIC Insured
Sub-Total Certificates of Deposit:	$ 6,615,000				$ 6,631,734	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	1,000,000	4.36%	04/05/24	03/27/29	$ 997,518	Aaa / AAA
Sub-Total Supranationals:	$ 1,000,000				$ 997,518	
Total City of Irwindale Investments (Pooled Funds):	**$116,765,706**				**$ 113,990,334**	
HOUSING AUTHORITY (Funds 11 & 12)						
BMO & WF GENERAL ACCOUNTS	$ 887,934	2.01%			$ 887,934	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,223,623	0.00%			4,222,026	
	$ 5,111,556				$ 5,109,960	
SUCCESSOR AGENCY (Funds 50-66)						
BMO & WF GENERAL ACCOUNTS	$ 1,082,100	2.01%			$ 1,082,100	
BANK OF THE WEST MONEY MARKET ACCOUNT	0				0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	1,183,938	0.00%			1,183,490	
	$ 2,266,038				$ 2,265,591	
GRAND TOTAL OF INVESTMENTS	**$124,143,301**				**$ 121,365,884**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 12, 2024.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.62** years, and the weighted average yield of the City's pooled investments at cost is **2.37%.** Market prices of securities are obtained directly through Bank Statements. Due to timing, BMO Bank (formerly known as Bank of the West) and Wells Fargo Bank ("WF") General Account balances are combined and pre-reconciled and yield rates are based on negotiated earnings credit.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer

Item #20.G.

City of
IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve a Fee Waiver for Irwindale Lions Club

City Manager's Recommendation:

Adopt Resolution No. 2025-15-3603 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF $1,410.00 FOR MONTHLY MEETINGS BEGINNING JANUARY 2025 THROUGH AND INCLUDING NOVEMBER 2025 AND ONE LIONS CLUB SPEAKER COMPETITION".

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Iris Espino, Assistant to the City Manager

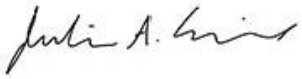
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On January 11, 2025, Barry Blanset, on behalf of Irwindale Lions Club, submitted a request to waive the rental fees for using the Irwindale Community Center every month beginning January 2025 through and including November 2025, and one Lions Club Speaker Competition on February 26, 2025.

The City of Irwindale's Fee Adjustment Policy provides that Community Center facility use fees may be waived or reduced for applicants meeting the following criteria:

1. Recognized by the IRS as a non-profit or charitable organization, organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes, which has its principal meeting place within the City and has been organized and established in the City for a minimum continuous period of one year preceding the fee waiver application;
2. Where it can be shown, through documentary proof, a financial hardship exists; or
3. The fee waiver would serve a public purpose by demonstrating that using the City facility will benefit the community.

The Irwindale Lions Club is a 501(c)(3) non-profit organization established within the City of Irwindale for over a year. It has its principal meeting place or office within the City. The Irwindale Lions Club sponsors programs and scholarships for the Irwindale community, food gift certificates for those in need, and helps fund other surrounding charities. Meetings at the Irwindale Community Center will be held on the 4th Monday of every month from 11:30 am to 1:30 pm.

The applicant's request to waive facility rental fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by recognizing that the non-profit organization of the Irwindale Lions Club is currently experiencing financial hardship due to a declining number of memberships following the COVID-19 Pandemic. Moreover, the Lions Club directly benefits the community through its sponsorships and programs. The facility waiver will reduce the costs of the scheduled events and provide relief to the organization.

Fiscal Impact:

The approval of this item will result in a loss of $1,110.00 in Fiscal Year 2024-2025 and $600.00 in Fiscal Year 2025-2026 General Fund.

Attachments:

1. Application for Fee Adjustment of City Rental Facilities
2. Fee Adjustment Policy for Rental Facilities

3. Resolution No. 2025-15-3603(1045064.1)

Interoffice Memo

Date: January 13, 2025

To: Julian Miranda, City Manager

From: Eloise Beltran, Senior Center Manager

CC: Elizabeth Rodriguez, Public Service Director

Re: Request for Waiver of Fees – Lions Club

Per City of Irwindale Fee Adjustment Policy for City Rental Facilities, approved and adopted by the Irwindale City Council May 22, 2019, the following information and recommendation is provided as relates to the subject request:

Date of Use:	Fourth Tuesday of every month.
Facility:	Community Center
Fee:	$ 1,410.00
Recommendation:	Approve the Fee Waiver

1. Applicant is a:
   - ☐ Irwindale Resident; or
     - ➢ Proof of residency (i.e. resident ID card, utility bill)
   - ☒ Non-profit organization
     - ➢ Copy of 501(c)3
     - ➢ Principal meeting place, office, or place of worship with the City for a minimum of 1 year.
2. Documentary Proof:
   - ☐ Financial Hardship – Resident;
   - ☒ Financial Hardship – Non-profit organization; or
   - ☐ Severs a public purpose (must also check one of the boxes below):
     - ☐ Benefits the community by (must also check one of the boxes below):
       - ☐ Supports civic or community programs for the City's residents or business; or
       - ☐ Provides financial assistance to the City's residents or businesses
     - ☐ Provides a public service or otherwise promotes public health and safety and welfare (must also select one of the boxes below):
       - ☐ Health care;
       - ☐ Counseling services;
       - ☐ Abatement of dangerous or unhealthful living conditions;
       - ☐ Transportation needs of residents;
       - ☐ Nutrition needs of residents; or
       - ☐ Educational assistance

City Manager Approval:

City Manager: _____ Date: _____

OFFICE USE ONLY:
Received By: _____
Date: _____

CITY OF IRWINDALE

APPLICATION FOR FEE ADJUSTMENT OF CITY RENTAL FACILITIES

APPLICANT Irwindale Lions Club / Barry Blansett

☒ Resident ☒ Not-for-Profit Organization*

ADDRESS 16160 Central St.

Irwindale, CA 91706

TELEPHONE 626-991-1040 e-mail: BCBLANSETT54@GMAIL.COM

CITY RENTAL FACILITY: Community Center

FEE(S) REQUESTING TO BE WAIVED: $ 300.00

STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:

Requesting hardship because of declining membership. Due to aging members and lack of new members..

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses):

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

Barry Blansett — 1-11-25

Applicant Signature — Date

Barry Blansett President

*Must provide evidence of Internal Revenue Service Non-Profit status, principal and permanent meeting place, and length of time established at this location.

Rev 2
05.22.19

Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 24-00062
Contract Date: 12/10/2024
Use Type: Senior Center Facility Rentals
Description: Meeting
Registrar: Rebecca Bardales
Phone: (626) 991-1565
Email: 687ginbar@gmail.com

Customer

Gina Miranda
16160 central st
Irwindale, CA 91706

Rental Information

Location: Community Room @ Irwindale Community Center
16102 Arrow Hwy, Irwindale
Baldwin Park, CA 91706

Total Hours: 23.50

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
1/27/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
2/24/2025	Mon	11:30 AM - 3:00 PM	Community Center (Event) Hourly (Head Count: 72)	3.50	Hours	$60.00	$210.00	$0.00
3/24/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
4/28/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
5/27/2025	Tue	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
6/23/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
7/28/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
8/25/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
9/22/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
10/27/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00
11/24/2025	Mon	11:30 AM - 1:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	$60.00	$120.00	$0.00

Billing/Payment Summary

Invoice#	Due Date	Total	Amount Paid	Balance Due
Sec Deposit	12/10/2024	$300.00	$300.00	$0.00
	Total	$300.00	$300.00	$0.00

Total Hours	**23.50**
Total Fees	**$1,410.00**
Total Sec Dep	**$300.00**
Total Tax	**$0.00**
Rental Total	**$1,710.00**

Rental Terms and Conditions

City of Irwindale
Facility Use Agreement

Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 24-00062
Customer: Gina Miranda

Policy Statement

The City of Irwindale ("City") Community Center and Mission Historical Site are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this Facility Use Agreement ("Agreement") to provide use regulations and application and scheduling procedures to accommodate groups that wish to use these City facilities.

The person signing this Agreement, and organization on whose behalf this Agreement is entered into (collectively the "Applicant"), are jointly responsible for compliance with the terms and conditions of this Agreement. All Applicants are required to read, complete, and sign this Agreement and initial on the bottom of each page where designated. A person who is at least eighteen (18) years of age must sign this Agreement. If Alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement.

Name of Facility to be Used

_____ **Irwindale Community Center: 16102 Arrow Highway, Irwindale, CA 91706**

_____ **Irwindale Mission Historical Site: 16239 Arrow Highway, Irwindale, CA 91706**

Reservations

1. Reservations for a City facility may be made up to 1year prior to the event but no later than 10 working days before the event.
2. Any reservation made 6 months or more prior to the function requires a $50.00 pre-registration deposit in addition to the refundable deposit amounts. The $50.00 shall be forfeited if function is cancelled; otherwise the $50.00 shall be applied toward the refundable deposit.
3. While an Applicant may make reservation, a City facility is not deemed rented until (1) Applicant delivers to the City this signed Agreement, rental fees, deposit, certificate of insurance by the city; and (2) the city, in its sole discretion, approves such rental.
4. Applicant must provide all information as may be required by the City's Department of Senior Services ("Department") to assure compliance with the requirements and regulations of this Agreement.
5. Applicants acknowledges that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property.
6. Prior to the use of the facility, the application must have approval of the Department's designated representative.
7. Proof of residency is required at the time of application in order to receive the resident rate.
8. This facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

Initials_____

Security Deposit and Payments

1. An Applicant will be required to pay a security deposit in an amount that will promote use of the City's facilities in an orderly manner without damage to the facilities. Security deposits will be refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean-up is required.
2. The Applicant must sign the return deposit verification form at the beginning and end of the rental function. The refundable deposit is forfeited if:

   a. The Applicant fails to accompany the City employee and security officer(s) during the walk through at the beginning and conclusion of the function, or is not present during the scheduled function; or
   b. The City's facility custodian is unable to clear and lock the facility at the time the function is scheduled to end due to the actions or in-actions of Applicant; or
   c. The Applicant occupies the facility at a time other than that requested on his/her/it's application, causing the City's facility custodian on duty to work unscheduled hours; or
   d. The Facility is damaged in any way, including damaged, broken and/or missing equipment, graffiti, vandalism, or similar damage; or
   e. The Facility, parking lot, city vehicles or any other city owned property is damaged or left in an unacceptable manner.

3. Below are the current deposit rates:

Community Center (Kitchen included)

Refundable deposit	$300.00
Set-up and clean up time	$20.00/Hour
Rental - Irwindale Resident/City employee	$60.00
Rental- Non Resident	$120.00

MISSION HISTORICAL SITE

Refundable deposit	$200.00
Set up and clean up time	$20.00/Hour
Irwindale Resident/City employee	$50.00/Hour
Non resident	$100.00/Hour

Contact security company directly to arrange for certificate of security.

4. All applicants, regardless of status, must pay the applicable refundable deposit. However, the City Manager may, in the best interest of the City, waive any portion or all fees for non-profit or community-based organizations.
5. All refundable deposits to be refunded will be paid by a City check to applicant stated on the application within 30 days.
6. A $10.00 Cancellation Service Charge shall be assessed if the function is cancelled 60 days or more prior to function date. If the cancellation is made less than 60 days prior to the

function, a $100.00 cancellation fee will be charged.
7. Rental fees are to be paid no less than 15 working days prior to decoration and/or function date. Fees received less than 15 working days prior to decoration and/or function date must be made in cash and a 10% per day penalty will be charge on the rental balance.
8. If paying fees by check, the name on the check must match the name stated on the application.

Initials____

Regulations Restrictions

All uses of City facilities will be subject to the following regulations and restrictions:

A. **Insurance and Indemnification.**

1. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than $1,000,000 per occurrence of commercial general liability insurance.
2. Insurance is available at the following estimated rates (City will provide quote for insurance, based on type of rental and number of rental days requested):

INSURANCE	
No alcohol	$87.00/day
With alcohol	$258.00/day

3. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus $10.00 administrative fee.
4. The City shall require the applicant to carry general liability insurance when alcohol is available. The City shall require a full liquor liability premium in addition to general liability insurance when alcohol is sold in exchange for money. The cost of the required liability insurance shall be solely borne by the Applicant.
5. To the full extent permitted by law, Applicant agrees to indemnify, defend and hold harmless the City, Its officers, employees and agents ("indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, cost, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use of the City's facilities provided herein by Applicant, its guest, employees, agents, subcontractors, or invites ("indemnors") and in connection therewith:

i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

ii. Applicant will promptly pay any judgment rendered against the City, its

officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicants agrees to save and hold the City, Its officers, agents, and employees harmless therefrom;

iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection the use of the City's Facilities provide herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys fees.

iv. Application shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder. Initials_____

v. The provisions of this section do not apply to claims or liabilities occurring as a result of City's Sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from city's negligence, expect that design professionals. the indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

B. **Alcohol.**

1. The City Manager or his/her designee has the authority to approve or disapprove all applications for serving of alcoholic beverages.
2. Groups or individuals wishing to serve alcoholic beverages must submit an application at least 8 working days prior to the event.
3. If alcohol is to be sold:
   - f. The responsibility for obtaining all required permits from the California Department of Alcoholic Beverage Control ("ABC") is the duty of the Applicant and necessary when selling alcohol.
   - g. Alcoholic beverages shall be sold only by the person possessing a valid permit from ABC.
   - h. The ABC permit must be displayed over the bar throughout the activity/event.
   - i. Services, sale and consumption may be permitted only at those events for which the ABC so specifies.
4. Bring your own (B.Y.O.B.) events are prohibited.
5. **No glass bottles or containers will be allowed (other than champagne services). all Champagne bottles must be opened in the kitchen.**
6. No unused or leftover alcoholic beverages shall be allowed to remain on the premises.

7. For purposes of the Irwindale Mission Historical Site, Alcohol may only be served outside.
8. Alcohol is not allowed when an event is designated for minors such as school age award programs
9. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.
10. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. violators are subject to criminal prosecution, and reported violators will be denied approval of subsequent request to use a City facility.
11. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
12. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the city or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

Initials_____

C. Security and supervision.

1. **Security is required when alcohol or music (live band, DJ, instrumental, etc.) is included at the function. a Personal radio or boom box is excluded from the definition of music.**
2. **Security shall be provided by a private security company agency approved by the city. Applicant shall be responsible for procuring and paying for said security officers. Security officers are required to remain at the City facility one-half longer than the event time to ensure the premises are cleared and secured.**
3. **Applicant is solely responsible for supervising all individuals at the City facility and adjoining property during the event. The City is not responsible for providing this supervision.**
4. **When alcohol is served, there shall be at least one security guard present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain one-half hour longer than the contract. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the police are called, the cost of their services be deducted from the applicant's security deposit. The Applicant will be billed for any costs exceeding the security deposit.**

Initials_____

D. **Set-Up, Clean-Up, and Decorations.**

1. Applicant and his/her/it's agents, including caterers, bands, transportation of rental equipment, and related individuals, will not be permitted access to the Facility prior to or after the event time period approval by the City. Applicant shall not prepare or decorate the Facility prior to the event start time, unless applicant provides rental fees, deposits, and insurance for the time of the preparation and /or decoration.
2. Applicant shall be responsible for arranging access during the time requested for entry and exit of the facility.
3. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No decoration are to be hung on sprinklers.
4. The use of rice, birdseed, confetti, glitter, silly string, or candles is prohibited.
5. Applicant shall be responsible for clean-up of the entire facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and liter. Applicant shall also leave all fixtures, if any, in good working condition.
6. The Community Center kitchen should be cleaned and wiped down. Applicant is not to mop floors in the dining room, kitchen, foyer or bathrooms.
7. Tables should be wiped down. Tables and chairs are to remain where they are. Applicant is not to fold and/or stack tables or chairs.
8. Decorations are to be taken down and removed.
9. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City.
10. Cleanup must be completed prior to 12:00 midnight of the facility date. The Community Center should be cleaned one hour prior the ending of the function. If you feel one hour is not sufficient, please allow more time.

Initials_____

E. **Kitchen Use, Equipment, and Accessories.**

1. An Applicant using the community Center kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
2. Requests for table and chairs arrangements must be submitted the Monday preceding the rental function or the room set up will be made at the discretion of the City.
3. Applicant shall not remove, relocate, or take any City property outside of the Facility for any reason without the prior written approval of the City.
4. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Applicant, at its own cost, may bring these

systems into the Facility for their use.

5. All music equipment must be contained within the enclosed walls if either the Community Center and/or the Mission.

F. **Miscellaneous.**

1. Smoking is prohibited in all City facilities including restrooms and within 20 feet of all entrances.
2. Facilities and equipment are to be in the same condition as they were prior to the rental. The Applicant is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the Applicant to see that unauthorized portions of the facility are not use. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
3. No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that excluded a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
4. Private groups wishing to collect fees, donations or admission charge, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
5. The posted occupancy of City facilities shall not be exceeded.
6. Storage space will not be granted at any time.
7. A City facility is available for rental seven days a week, between the hours of 7:00am - 12:00 Midnight. Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Thanksgiving.
8. All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department, and all applicable City, State and Federal laws, rules and regulations.
9. Minors must remain in the rented facility room and shall not be allowed to roam.
10. Any intended use of outside vendors must be disclosed in the application and if permitted shall comply with applicable in the application and if permitted shall comply with applicable insurance requirements.

Initials_____

11. No open flames are permitted including the use of candles.
12. Maximum capacity is 100 people for assembly at the Community Center.
13. Seating capacity for dining at the Community Center is 72 people.
14. No animals are permitted at the Facility, with the exception of service animals.

15. No one is permitted upstairs or in the elevator at the Community Center.
16. Be advised that guests are not allowed in the flower beds and are not to be throwing items into the Community Center fountain.
17. The Mission may not, under any circumstances, be used for regular church services. It may be rented, as are other City Facilities, for specific events such as parties, weddings, meetings, wakes, christenings, etc.
18. Applicant acknowledges the limited parking at the mission. Adequate measures to ensure sufficient parking may be imposed. Failure to provided adequate parking and/or disruption of the neighborhood may result in termination of the event.
19. Applicant acknowledges that the mission is located adjacent to a residential neighborhood. Loud noise must be controlled. Receipt of noise complaints by the City may subject the event to immediate termination.
20. The City is not responsible for lost or stolen items.
21. Applicant shall comply with all local, sate, and federal laws and regulations related to the use of the facility.
22. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
23. The facility shall be used for the purpose stated in this Agreement an no other use will be permitted.
24. Applicant shall be responsible for securing all required permits and licenses.

NOTE: The City of Irwidale requires all renters to comply with the most up-to-date Los Angeles County Department of Public Health guidelines relating to COIVD-19, including face coverings.

Initials_____

Any Violation of the above or any part of this Agreement or report of false information to the City of Irwindale may refuse Applicant from further use of the facility and deny further requests for a period of up to two (2) years at the discretion of the City Manger or his/her designee. Moreover, Applicant shall forfeit a portion of or all of the rental fee and/or the deposit.

Signature_____

Contact Information

Facility Reservations

Contact the Irwindale Senior Center to check Facility availability, and to submit application, insurance, licenses and payment.
Irwindale Senior Center-(626)430-2283
16116 Arrow Highway, Irwindale, CA 91706

Security Information

The following private security firm licensed by the City of Irwindale provides security for rental purposes:

Absolute International Security (626) 858-7188
5155 Irwindale Ave., CA 91706

Certificate of Insurance

A Certificate of insurance quote/certificate can be obtained throught the City of Irwindale Senior Center, utilizing the following special event insurance company:
Alliant-Special Event Insurance Services - (800) 821-9283
1301 Dove Street, Suite 200, Newport Beach, CA 92660

ABC Licencse

ABC-Alcoholic Beverage Control-(626)256-3241
222 E. Huntington Dr., Ste 114, Monrovia, CA 91016

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print Name: _____

Organization: _____

Address: _____

Telephone: _____

Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Sales Receipt

Receipt #:	26387	
Receipt Date:	12/10/2024	
Receipt Total:	$300.00	
Paid By:	Barry Blansent-Lions Club	
Registrar:	RB	
Pay Method:	Check# 1022	$300.00
Primary Phone:	(626) 991-1565	

Customer

Gina Miranda
16160 central st
Irwindale, CA 91706

Item Description	Quantity	Price Ea	Total
Permit#: 24-00062 - Community Center - Community Room @ Irwindale Community Center - 1/27/2025	1	$300.00	$300.00

Parks Make Life Better!

Thank you for your patronage, we look forward to serving you again soon.

Friendly Reminder: There is a $3 Administrative fee to process refunds, please allow 4-6 weeks to process. Refunds will not be issued for classes after the start of the 2nd class. Canceled classes and eligible rental deposits will be automatically refunded.

Deposit for Lions Club - 2025

Receipt Total	**$300.00**

Irwindale Lions Club

Barry # (626) 272-0478

Meeting dates for 2025

4th Monday of each month

January 27, 2025

February 24, 2025 → Time?? 11:30 - 3:00pm
Lion's speaker contest TBD if different date

March 24, 2025

April 28, 2025

May 26, 27, 2025 → Memorial Day

June 23, 2025

July 28, 2025

August 25, 2025 11:30 - 1:30pm

September 22, 2025

October 27, 2025

November 24, 2025

~~December 22, 2025~~ — Closed

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

DSP Insurance Services, Inc.
1900 E. Golf Rd., Ste. 225
Schaumburg, IL 60173

CONTACT NAME: Bryan Adams
PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Irwindale Lions Club
Irwindale California

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			HDOG48914445	09/01/2024	09/01/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[X] Agg. Per Named Insured						MED EXP (Any one person)	$ 5,000
	[ ] is $2,000,000						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS			ISAH10835549	09/01/2024	09/01/2025	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above:
01/01/2025 Thru 12/31/202562

Lion's Club, meetings an functions. 16116 Arrow Hwy, Irwindae CA 91706

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER

City of Irwindale
5050 Irwindale
Irwindale California 91706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Irwindale
Fee Adjustment Policy for City Rental Facilities

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities by those suffering from a financial hardship and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for City Rental Facilities" to encourage the residents of Irwindale to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents that meet the criteria below.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale suffering from financial hardships, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

A. Community Center
B. Our Lady of Guadalupe Mission
C. Banquet Room and Kitchen
D. Picnic Shelter
E. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who would suffer a financial hardship and wish to use the above City facilities for events that are beneficial to the community or otherwise provide a public service. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be a resident of Irwindale.

2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:

    a. The applicant will suffer a financial hardship; and

    b. Serve a public purpose by demonstrating that use of the City facility will:

        i. Benefit the community. This includes, but is not limited to, circumstances where the applicant:

            1. Supports civic or community programs for the City's residents, or businesses; or,

2. Provides financial assistance to the City's residents or businesses.

ii. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

1. health care;
2. counseling services;
3. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
4. transportation needs of residents;
5. nutrition needs of residents; or
6. educational assistance.

III. PROCESS FOR CONSIDERATION

An Irwindale resident which would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City Rental Facilities" and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five-hundred dollars ($500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five-hundred dollars ($500), and meets the criteria of this policy, the City Manager will agendize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

RESOLUTION NO. 2025-15-3603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES OF $1,410.00 FOR MONTHLY MEETINGS BEGINNING JANUARY 2025 THROUGH AND INCLUDING NOVEMBER 2025 AND ONE LIONS CLUB SPEAKER COMPETITION

WHEREAS, Irwindale Lions Club has submitted a fee waiver request for the use of the Irwindale Community Center monthly beginning January 2025 through and including November 2025, and one Lions Club Speaker Competition on February 24, 2025; and

WHEREAS, Irwindale Lions Club is a 501(c)(3) non-profit organization that sponsors programs and scholarships for the Irwindale community, provides food gift certificates for those in need, and helps fund other surrounding charities; and

WHEREAS, this event qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy for City Rental Facilities" insofar as it is a non-profit organization established and with its principal place of business within the City of Irwindale that is experiencing financial hardship due to a declining number of memberships following the COVID-19 Pandemic. Moreover, the Lions Club provides a direct benefit to the community through its sponsorships and programs.

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

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

SECTION 2. The City Council hereby finds that the Irwindale Lion's Club qualifies for a fee waiver in accordance with the City of Irwindale's Fee Adjustment Policy and waives the Community Center facility rental fee of $1,410.00 for the Lions Club's use of the Community Center on a monthly basis beginning January 2025 through and including November 2025, and one Lions Club Speaker Competition.

SECTION 3. The City Council hereby finds that the fee waiver serves a valid public purpose, in that the Irwindale Lion's Club is a 501(c)(3) non-profit organization within the City of Irwindale that sponsors programs and scholarships for the Irwindale community, provides food gift certificates for those in need, and helps fund other surrounding charities, and therefore provides an ongoing benefit to the community.

SECTION 3. That 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 22 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. 2025-15-3603, as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #20.H.

City of
IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award Professional Services Contract to Dynamic Planning + Science for the Preparation of Hazard Mitigation Plan and Approve appropriation of $139,255 from the General Fund Reserve

City Manager's Recommendation:

Adopt Resolution No. 2025-13-3601 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING: 1) AN AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH DYNAMIC PLANNING + SCIENCE FOR THE PREPARATION OF THE HAZARD MITIGATION PLAN; 2) AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DYNAMIC PLANNING + SCIENCE; and 3) AN AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET BY APPROPRIATING $139,255 FROM THE GENERAL FUND RESERVE".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director — Marilyn Simpson

Prepared by:

Jeff Tyler, Senior Code Enforcement Officer — Electronically Approved

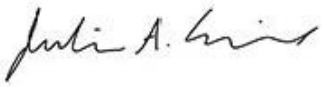
Reviewed by:

Adrian R. Guerra, City Attorney — Adri R. Guerra

Kambiz Borhani, Finance Director / City Treasurer — K. Borhani

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

BACKGROUND

The Federal Disaster Mitigation Act of 2000 requires that every five years, public agencies prepare an update to its five-year Hazard Mitigation Plan. The City is updating its current Hazard Mitigation Plan, as mandated by State Law. The current Irwindale Hazard Mitigation Plan was certified by FEMA in 2014 and serves as a foundation and information source for preparing the new Hazard Mitigation Plan. The Hazard Mitigation Plan will be including the policies, strategies, and actions for the City to satisfy the requirements of the Disaster Mitigation Act of 2000, as well as requirements outlined in the Code of Federal Regulations Section 44 CFR 201.6, for a single jurisdiction Local Hazard Mitigation Plan (LHMP) and the most current FEMA hazard mitigation plan guidance.

In March of 2023, the California Governor's Office of Emergency Services (CalOES) issued a Notice of Funding Opportunity (NOFO) for the Federal Emergency Management Services (FEMA) Hazard Mitigation Grant Program (HMGP). California Consulting, Inc., the City's grant writing consultant, assisted in preparing the reimbursable grant, and the City was awarded the full amount possible for small jurisdictions.

On May 13, 2024, the City received notification from CalOES and FEMA that the City's application for a Planning Grant was approved, and the City was awarded $150,000 in reimbursable grant funds for the preparation of the Hazard Mitigation Plan. The City also on May 13, 2024, received notification from CalOES and FEMA that the City was awarded an additional $50,000 in reimbursable grant funds for the preparation of the Hazard Mitigation Plan.

EVALUATION AND SELECTION OF CONSULTANT

A Request for Proposals (RFP) for consulting services to prepare the Hazard Mitigation Plan was issued on September 4, 2024, to known consultants with experience in this area, posted on the City's website, the American Planning Association (APA) website, and the local Los Angeles APA website. Staff received ten (10) proposals. On December 16, 2024, the City interviewed six (6) consultants.

City staff rated the proposals based on the following criteria:

- Understanding the scope of work
- Approach to completing the project
- Demonstrated professional skill and staff credentials
- Related work experience and references
- Quality of the proposal and subsequent interview

After the RFP process, on January 9, 2025, Dynamic Planning + Science was determined to be qualified to perform the services requested and was selected to prepare the Hazard Mitigation Plan.

Fiscal Impact:

The City's General Fund will only be impacted in the short term as the preparation of the Hazard Mitigation Plan commences City expenditures will be reimbursed by granting agencies.

The adoption of Resolution No. 2025-13-3601 authorizes an amendment to the Fiscal Year 2024-2025 adopted budget and appropriating $139,255 from the General Fund Reserve for this contract.

Attachments:

1. A. Contract Services Agreement - Dynamic Planning + Science - HMP (FINAL)(1045302.1)
2. B. Resolution No. 2025-13-3601 Dynamic Planning Science(1045282.1)

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF IRWINDALE

and

DYNAMIC PLANNING, LLC, A LIMITED LIABILITY COMPANY, DBA, DYNAMIC PLANNING + SCIENCE

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND DYNAMIC PLANNING, LLC, A LIMITED LIABILITY COMPANY, DBA, DYNAMIC PLANNING + SCIENCE

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of January, 2025 by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Dynamic Planning, LLC, A Limited Liability Company, dba, Dynamic Planning + Science ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 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 ONE HUNDRED THIRTY NINE THOUSAND, TWO HUNDRED FIFTY FIVE Dollars ($139,255.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a format that is acceptable to CalOES and FEMA and approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses

incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ethan E, Mobley	Managing Partner
(Name)	(Title)
Brian Greer	Member
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Julian Miranda, City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any

extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

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

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

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

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

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits

than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

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

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations

on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours

of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City

shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures

are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY IRWINDALE, a municipal corporation

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto, Chief City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

_____

By:_____
Name: Ethan E, Mobley
Title: Managing Partner

By:_____
Name: Brian Greer
Title: Member
Address: 19235 HWY 550, Montrose
Montrose CO, 81403

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202___ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

___ _____

____

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202___ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

___

_____

____

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

_____

____

_____

____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

Proposal Dated September 26, 2024

Approach and Understanding

DP+S will perform all necessary professional analysis, work required, and travel for preparation of the City of Irwindale (standalone) Local Hazard Mitigation Plan (LHMP). The result will be an LHMP that complies with Federal Emergency Management Agency (FEMA) and state approval requirements with the proper supporting documentation.

Our planning process exceeds the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and the recommendations of FEMA's 2023 Local Mitigation Planning Policy Guide. Notably, DP+S proposes several value-added deliverables, outside of the City's requested scope, that we believe greatly enhance the outcomes of this LHMP. Those value-added services include:

- Ongoing access to the Mitigation Action Support Tool (MAST), an online mitigation tracking application that creates a truly living document,
- Ongoing access to the Risk Assessment Mapping Tool (RAMP) for the City of Irwindale, and
- Ongoing access to all resources produced in the development of the Plan through mitigatehazards.com

The following is our written understanding of the project and the City's needs. Based on that understanding, the balance of this section is a detailed description of the Consultant Team's approach to completing the tasks outlined in the City's requested services (i.e., the Scope of Work).

Climate Change Vulnerability Assessment

The primary way that people currently experience climate change is in the form of extreme weather events. Human-induced climate change has already increased the number and strength of these extreme events. Over the last 50 years, much of the U.S. has seen increases in prolonged periods of excessively high temperatures, heavy downpours, floods, droughts, and wildfires. We know that Irwindale is not immune to these climate change effects. We also know, human vulnerability to climate change is distributed inequitably across different groups; low-income communities of color face the most severe impacts from climate hazards such as extreme weather and have lower access to adaptation resources including general social and economic mobility.

Successful efforts to address the challenges of climate change begin at the local level and include protection of marginalized communities. With that in mind, California SB 379 requires Irwindale to include climate adaptation and resiliency strategies in the Safety Elements of the General Plans upon the next revision of the LHMP. The bill requires the climate adaptation update to include a set of goals, policies, and objectives based on a vulnerability assessment, as well as implementation measures, including the conservation and implementation of natural infrastructure that may be used in adaptation projects. Good news!!! This Consultant Team has you covered.

We include climate change in every hazard mitigation plan complete with vulnerability assessments that meet Cal OPR and Cal OES guidelines. Capabilities assessments in our

LHMPs include considerations of a community's adaptive capacity for climate change, as outlined in Cal OES' 2020 California Adaptation Planning Guide. Adaptive capacity is a community or region's existing ability to moderate climate change impacts. Assessing adaptive capacity for Irwindale includes analysis of policies, plans, programs, funding, and staffing capacity. (Cal. Adaptation Planning Guide, 2020, p. 94) Our Irwindale planning effort will explore various local planning mechanisms; administrative capacity, financial capabilities, and education and outreach initiatives to meet state requirements surrounding local climate change adaptions.

Workplan and Schedule

Our workplan and schedule is divided into four tasks to develop the City's LHMP consistent with FEMA's planning process. We see no problems completing tasks outlined with our current staff and it is assumed that all scope of service items is included in the budget. All schedule and budgetary times in this response are task-based and will follow Figure 5's division of services.

Project Administration and Management

DP+S's Project Manager (Mr. Mobley) will act as the City's primary point of contact for administrative tasks (Schedule, Invoicing, Project Reporting). This will include all meetings support and documentation required by FEMA (DMA 2000 Requirement §201.6(c)(1)) (Requirement §201.6(b)(1)). Mr. Mobley will prepare monthly progress reports, submitted along with payment invoices, describing work progress and percentage of budget expended by task element.

PM DELIVERABLES

- Monthly and Quarterly Progress Reports, Invoicing, Billing
- Schedule Maintenance
- Meeting Facilitation and Documentation

Task 1. LHMP Planning/Development Process and Organize Resources

To ensure an effective process and successful outcome for the project, DP+S will focus on the planning process and organizing resources as a required first step for a DMA 2000-compliant hazard mitigation plan.

To document the planning process, our planning staff will conduct a series of three meetings with a technical advisory group (TAG) that welcomes the interests of a diverse set of stakeholders. In accordance with DMA 2000 (44 CFR 201.6), representatives from local, state, and federal agencies and departments with significant interests in the community and/or hazard mitigation will be invited to join the TAG and other important planning processes.

Technical Advisory Group (TAG) Meetings

To ensure the Local Hazard Mitigation Plan (LHMP) is developed with comprehensive technical insights and expertise, Dynamic Planning + Science (DP+S) will actively assist in the formation and facilitation of the Technical Advisory Group (TAG). The TAG will comprise personnel from various City departments and partner organizations, bringing together a diverse range of technical knowledge and perspectives. Our approach to the TAG meetings is as follows:

Organizing Personnel Resources: DP+S will collaborate with City departments and partner organizations to identify and organize suitable personnel to serve on the TAG. Our goal is to

ensure that the TAG is representative of the technical expertise required for a comprehensive LHMP.

Collaboration with City's Project Manager: Throughout the LHMP development process, DP+S will work closely with the City's Project Manager. This collaboration will ensure that the TAG's objectives align with the broader goals of the LHMP and that the group's insights are effectively integrated into the plan.

Convening the TAG: DP+S commits to convening the TAG for three dedicated meetings during the LHMP development process. These meetings will serve as platforms for:

- Discussing the technical aspects of the LHMP.
- Sharing insights and feedback from various departments and organizations.
- Collaboratively addressing any challenges or concerns that arise during the LHMP development.

Continuous Engagement: Beyond the formal meetings, DP+S will maintain open channels of communication with TAG members. This will ensure that their expertise is continuously tapped into and that they remain engaged and informed throughout the LHMP development process.
By actively facilitating the TAG's involvement, DP+S aims to ensure that the LHMP is technically robust, well-informed, and aligned with the City's objectives.

Community and Stakeholder Outreach
To ensure an effective process and successful outcome for the project, the Team will effectively leverage community and stakeholder outreach as required initial and ongoing steps for a DMA 2000-compliant hazard mitigation plan process. DP+S will provide templated e-mail invites, e-newsletters, and other correspondence to help document the stakeholder coordination process and provide thorough communication and coordination as required by the DMA 2000. This will be done using a variety of communication platforms.

Public / Stakeholder Outreach
DP+S has developed a variety of approaches to create efficient outreach campaigns to maximize stakeholder knowledge and turnout. An outreach strategy outlines what you want to accomplish through your efforts, who to involve in the process, and how and when to effectively engage the community. Public outreach tools include:

- An ongoing public survey, accessible during the creation
- the LHMP;
- A public outreach toolkit to be shared with partner agencies (e.g. school districts, CERT teams etc...);
- Public review of the Draft LHMP; and
- Other public outreach mechanisms as deemed appropriate through coordination with the City, such as public workshops and ongoing plan maintenance.
- In-person outreach will be prioritized as much as possible and depending on local regulations at the time.

DP+S will coordinate with the city to develop a Public Outreach Plan and Toolkit that outlines the public outreach mechanisms, timelines, and materials that make the most sense for City. The outreach plan will adhere to federal policies outlined in FEMA's 2023 Local Mitigation Planning Policy Guide and guidelines from Cal California Governor's Office of Planning and Research surrounding General Plans.

To facilitate ongoing communication throughout its projects, DP+S has developed MitigateHazards.com, a web portal that serves as a tool for project management, collaborative

content, and a one-stop-shop for mitigation planning resources in an attractive and intuitive interface. The website will elevate the City's updates and information sharing for the duration of the project. This is a no-cost addition with our Hazard Mitigation Projects.

If the City agrees, project participants and stakeholders will have centralized access to all project information from any device. MitigateHazards.com will serve as a centralized project information and file-sharing platform.

Public Meetings and Community Engagement
Dynamic Planning + Science (DP+S) recognizes the importance of public involvement in the development of the Local Hazard Mitigation Plan (LHMP). To ensure comprehensive community engagement, DP+S commits to the following:
Facilitation of Public Meetings: DP+S will facilitate a minimum of eight (8) public meetings. Our experienced staff will be present at each meeting to provide information, answer questions, and gather feedback.
Educational Focus: Each of these meetings will be designed to educate the public about the LHMP development process. We will present the objectives, methodologies, and expected outcomes of the LHMP, ensuring that the community is well-informed and engaged.
Identification of Community Concerns: A significant portion of each meeting will be dedicated to open discussions, allowing community members to voice their concerns, share experiences, and provide insights that can be valuable for the LHMP development.
Online Engagement: DP+S will provide content tailored for the City's webpage and social media platforms. This content will include updates on the LHMP development process, schedules for upcoming public meetings, and educational materials to further engage the online community.
Review of Draft LHMP: Once a final draft of the LHMP is developed, DP+S will ensure it is made available to the public for review. We will actively invite community members to provide comments, suggestions, and feedback on the draft.
Incorporation of Public Feedback: All comments and feedback received from the public, both during the meetings and from the draft review, will be carefully considered. DP+S will incorporate these comments as appropriate, ensuring that the LHMP truly reflects the needs and concerns of the City of Irwindale community.

By integrating these steps into our approach, DP+S aims to ensure that the LHMP development process is transparent, inclusive, and community-centric.

Data Collection and Document Review
DP+S will work with City Staff to collect and review all documents and data relevant to preparing the LHMP. This will include any data that might be used to supplement the development of hazard profiles for the City. The Consultant Team will prepare a document review matrix to inventory each document and summarize its relevance to the LHMP process. The Consultant Team will develop a Critical Infrastructure Inventory and other asset inventories during this phase. This developed data set will be used in conjunction with FEMA's Hazus-MH software explained in Phase 2 of this SOW.

Task 2. Threat and Hazard Identification Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

Under this task, the Consultant Team will perform the essential analyses required to inform the development of the LHMP. In doing so, the Consultant Team will draw on its experience with similar projects and City Staff's familiarity with the hazard setting to "cut to the chase," rather than

working through a mechanical process that wastes time and resources documenting unnecessary information.

Community Capabilities
An accurate assessment and understanding of a community's capabilities is essential to the development of well-focused and implementable LHMP. To achieve this understanding for the City, the Consultant Team will identify and document existing planning mechanisms and resources already in use and familiar to the City, including building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the City's General Plan. The Consultant Team will also identify potential gaps in institutional capabilities or capacity that might be addressed through the LHMP planning process. The assessment will focus on the following aspects:

- Local Planning and Regulatory Mitigation Capabilities
- Administrative and Technical Capabilities
- Fiscal Capabilities (Local Funds)
- Potential Funding Programs/Grants from State and Federal Agencies
- Education and Outreach Resources

Risk Assessment and Vulnerability Analysis
The risk/vulnerability assessment is a key step in prioritizing projects for funding and implementation. The Consultant Team will work with the City to update the Hazard Identification Risk Assessment (HIRA), which evaluates the vulnerability from potential natural hazards that may affect or have historically affected the region. We will deploy multiple risk assessment methodologies, including those highlighted below.

- **Hazus Risk Assessment:** The Consultant Team will use FEMA's Hazus software to develop loss estimation results. Hazus contains a stock database of economic and demographic data, building sites, transportation facilities, local geology, and other information that can be used for several steps in the risk assessment process. The Consultant Team will replace the stock building data in Hazus with information provided by the City. This parcel-specific information will be used to customize the Hazus risk assessments and develop structural replacement costs and associated contents replacement costs for Irwindale. In doing so, the Consultant Team will translate all Hazus risk assessment runs into standard mapping and database products for the City to use in the LHMP.
- **Analyzing Development Trends for 2022 and Beyond:** To understand the vulnerability of certain land uses and future development in the City, the Consultant Team will analyze the impacts of past hazards on existing development patterns. Floodplains, earthquake faults, liquefaction zones, and soil hazards will be compared with existing and planned development patterns to determine where people and property are subject to risk. This information will provide the basis for identifying actions that will reduce the City's vulnerability.
- **Population, Parcel, and Critical Facilities Exposure/Vulnerability Analysis:** In addition to using Hazus for flood and earthquake analysis, the Consultant Team will conduct a custom spatial overlay analysis to provide hazard exposure results for populations, parcels, and critical facilities, thus enabling planners to compare results across a broad range of natural hazard threats. The Consultant Team will rely on several sources of inventory data to conduct this assessment. U.S. Census data will provide the baseline information to determine the population at risk, Assessor's data will be used to assess property exposure. Note that the population exposure analysis will include an assessment of social vulnerabilities (e.g., low income, non-English speakers, rural residents, elderly, and residents with mobility limitations).

- **Earthquake Damage Assessments:** The Consultant Team has developed a GIS-based model to rapidly create damage estimation for earthquakes that enables spatial visualization of potential earthquake damage. The model leverages FEMA's Hazus products along with the best available data from local insured asset rolls and parcel data available from the County. Our earthquake damage outputs create an intuitive and low-cost depiction of the potential severity of damage within USGS shake zones, including anticipated damage to structures at the building level. This approach allows additional analysis of earthquakes on population and assets in an easy to view web-based mapping the public can explore.

Interactive Web Mapping

The results of our risk assessment models are dense datasets with hundreds of thousands of records. The DP+S Risk Assessment Mapping Platform (RAMP) enables users (experts and professionals) to intuitively navigate complicated risk assessment datasets in a simplified manner.

RAMP facilitates answers to the user's specific questions.
Would you like to know how many critical facilities could be damaged in your most likely earthquake scenario? How much structure value is in a liquefaction zone?

We have leveraged RAMP's intuitive interface and the rich data discovery to answer these questions. Not only does our data visualization tool answer these questions, but it also helps stakeholders become informed decision makers. RAMP users can filter data based upon its position in relation to various hazards and jurisdictional footprints. RAMP computes dynamic summaries of critical facilities and structure values in high hazard areas on the fly. Figure 6 sows an example of the RAMP interface.

Task 3. Develop Mitigation Actions and Strategy

Using the 2014 Irwindale Local Hazard Mitigation Plan (LHMP) as a starting point, the Consultant Team will collaborate with the City to re-build the mitigation strategy based upon the City's priorities and actual risk. To update the mitigation strategy, the Consultant Team will focus on outreach findings from Task 1, and the risk assessment findings from Task 2. The Consultant Team will work with the HMP TAG to review / identify mitigation goals that capture the City's vision for the long-term outcomes of the mitigation planning process. Note that in doing so, the Consultant Team will evaluate the mitigation actions and priorities from the 2014 Irwindale LHMP to identify those that would more accurately be classified as policies instead of physical mitigation.

Mitigation Actions and Implementation Strategy

Using the 2014 Irwindale LHMP as a starting point, the Consultants will collaborate with City Staff to identify a range of draft mitigation actions and implementation action strategies that address Irwindale's risk and vulnerabilities and are consistent with the proposed mitigation goals and policies. These draft actions will take a variety of forms, ranging from institution of new programs and processes to implementation of specific projects that call for physical improvements that will reduce or eliminate the effects of hazards.

As part of this subtask, the Consultant Team will evaluate the implementation status of mitigation actions from the 2014 Irwindale LHMP (i.e., Completed, Ongoing, Pending). Depending in part on that evaluation, the Consultant Team will provide recommendations concerning retention of the actions for inclusion in the Draft LHMP.

Once the draft mitigation actions have been identified, the Consultant Team will provide a comparison that relies on a combination of qualitative and quantitative analyses. The qualitative analyses will consider criteria such life safety, preservation of property, and environmental, legal, and political factors. Where sufficient information is available, the quantitative analyses will include planning-level benefit-cost assessments. Based on these analyses, the Consultant Team will work with City Staff and TAG to prioritize and select mitigation actions. This process will include factors for ensuring that the resulting mitigation strategy is reasonable, achievable, and focuses on mitigation through the built environment.

Mitigation Tracking

DP+S has developed a web-based user interface to develop and track mitigation actions. Within the Mitigation Action Support Tool (MAST), users can track historic mitigation actions, build new ones, and evaluate progress for mitigation action. Using our planning process and MAST, our Consultant Team will upload old mitigation actions, identify new ones, and ensure identified community vulnerabilities have corresponding mitigation measures.

Users can create hazard problem statements via a data entry form where each required detail is pre-configured into dropdown lists including mitigation alternatives, areas of concern, and cost/benefit tracking. This application template will be used and adjusted to the individual needs of the City's mitigation strategy. The application gives the user the ability to read a database of mitigation actions that can be leveraged for plan content and remains living for future reference and updates to the mitigation strategy.

In the static printed document, information will be extracted from MAST and landed into matrices that summarize the key implementation components (i.e., timing responsibility, funding) to meet FEMA requirements. The mitigation action matrix will be sorted to distinguish between implementation activities that can reasonably be accomplished within the first five years of LHMP implementation and those that would take longer or are ongoing; this is particularly important for high-priority infrastructure improvement projects.

Maintenance Plan Strategy

DP+S will develop Mitigation Action implementation plans for each priority action. These actions will be tracked by our staff for future grants and implementation. This saves grant tracking time for City Staff in future fiscal years. MAST allows the planning team to prioritize and track mitigation actions implementable within the City's core capabilities. Additionally, our data analysis tools allow for reporting in quantifiable terms risk reduction to facilities based on staffing, value, and down-time. With our staff support, the City will measure future success through MAST by leveraging the dashboard and live update capabilities.

Task 4. Hazard Mitigation Plan Maintenance Process

DP+S will develop the Draft LHMP in accordance with DMA 2000, FEMA's 44 CFR Part 201 and 206 and FEMA's 2023 Local Mitigation Planning Policy Guide. DP+S will document the process of this review and revision effort and include discussions for the rationale for the changes in the administrative draft. Through collaboration and a series of review meetings our staff will edit and adjust the plan for public comment and distribution.

The Draft LHMP will include an executive summary, which can be the most important part of a business document. It is the first (and sometimes the only) thing that others will read. Our team

will provide the executive summary in the form of a “roll-up document,” complete with data visualizations overviewing key figures and features of the plan.

Inclusion of the 2022 CWPP: An integral part of our commitment to comprehensive hazard mitigation planning is recognizing and integrating valuable existing resources. As such, the 2022 Community Wildfire Protection Plan (CWPP) will be included in full as an appendix to the Hazard Mitigation Plan (HMP). This inclusion ensures that the City of Irwindale benefits from a holistic approach, where wildfire-specific strategies and insights from the CWPP directly complement and reinforce the broader mitigation measures outlined in the HMP.

Public Review Draft LHMP

As required by FEMA, the general public must be given an opportunity to be involved in the planning process while updating the mitigation plan. A good public outreach effort educates the public and motivates them to take action to mitigate hazards near or inside their homes. Many mitigation actions affect private property; therefore, the public should be engaged early to understand community priorities. In addition, although members of the public may not be technical experts, they can help identify community assets and problem areas, describe issues of concern, narrate threat and hazard history, prioritize proposed mitigation alternatives, and provide ideas for continuing public involvement after the plan is adopted.

Based on comments received from City Staff, HMP TAG, and the public, the Consultant Team will revise the Administrative Draft Plan and produce a Final Draft LHMP for formal public review.

Final Draft LHMP FOR Cal OES and FEMA Approval

The Consultant Team will revise the Public Review Draft LHMP to respond to comments received during the public review process and prepare a Final Draft LHMP for Cal OES and FEMA review and completed plan review tool for submittal. Our Consultant Team will assume responsibility to ensure the plan, and the planning process are completed to the satisfaction of the City and in accordance with the criteria established by FEMA. Should the LHMP not receive approval after Cal OES and FEMA review, the Consultant Team will review FEMA’s “required revision” comments and revise the LHMP to the satisfaction of all review parties.

Adoption/FEMA Approval/Project Closeout

Once the City receives an “approval pending adoption letter” from FEMA, the Consultant Team will collaborate with City Staff to review and revise the Final Draft LHMP in response to FEMA’s comments and prepare the Final LHMP for City Council adoption.

DP+S will work with City Staff to present the “Final LHMP” to the Council for final adoption and approval. Generally, the adoption process takes place during Cal OES and FEMA review periods, which allows for efficient response to comments and resubmission of the final document. Final documents from DPS include adoption resolutions from all participating jurisdictions.
Following final FEMA approval, the Consultant Team Project Manager will meet with City Staff to review the project and to ensure that the Consultant Team has completed all contractual obligations to the satisfaction of the City.

SECTION IV. CONFLICT OF INTEREST

Dynamic Planning + Science (DP+S) hereby confirms that we have no financial, business, or other relationships with the City of Irwindale that might influence or impact the outcome of the contract. We are committed to maintaining transparency, integrity, and impartiality throughout the duration of the project.

SECTION V. LIMITS OF GENERAL AND PROFESSIONAL LIABILITY INSURANCE

Dynamic Planning + Science (DP+S) confirms that we are currently insured and meet the insurance requirements as outlined in the RFP. We maintain commercial general liability insurance with coverage amounts of at least $1,000,000 per occurrence and $2,000,000 in general aggregate. Additionally, we hold professional liability insurance with a minimum coverage of $1,000,000 per claim and in the aggregate. DP+S is committed to maintaining these insurance coverages throughout the duration of the project and for a period of no less than three years after the completion of the services required by the agreement.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"
SCHEDULE OF COMPENSATION/BUDGET

Dynamic Planning + Science Cost Proposal

A. BURDENED LABOR COSTS

A.1. Personnel Cost Schedule

(Fully Burden Hourly Rates; Hourly Rate includes profit and overhead)

Labor Category	Name	Hr. Rate	Hours	Cost
Project Manager	Ethan Mobley, AICP	$ 160.00	160	$ 25,600
Deputy PM / Planner	Daven Solis	$ 155.00	200	$ 31,000
Planning Staff	Raini Ott, AICP, CFM	$ 120.00	180	$ 21,600
Sr.GIS Analyst	Brian Greer	$ 155.00	160	$ 24,800
GIS Analyst	Alex Krebs	$ 100.00	180	$ 18,000
Junior Planner	Cassidy Baumann	$ 80.00	150	$ 12,000
Total Hours and Cost			**1,030**	**$ 133,000**

A.2. Project Milestone Schedule

Milestone	Hours	Cost	%
Task 1: Planning Resource Assessment and Outreach	206	$ 26,600	20.0%
Task 2: Community Capabilities and Risk Assessment	258	$ 33,250	25.0%
Task 3: Develop Mitigation Measures and Strategy	258	$ 33,250	25.0%
Task 4: Develop Draft Plan	258	$ 33,250	25.0%
Project Management	52	$ 6,650	5.0%
Total Hours and Cost	**1,030**	**$ 133,000**	**100%**

LABOR TOTAL $ 133,000

In-Kind Cost Summary

The in-kind service and cost equivalents below represent a 25% in-kind match to the project budget in labor hours or straight dollars.

Assumed City Labor Rates

$75.00/hr

Anticipated In-Kind Service Schedule

Labor Hr. Contribution	Straight Cost (No Labor Contribution)
177	$13,300
67	$4,988
67	$4,988
44	$3,325
89	$6,650
443	**$33,250**

In-Kind service estimate based on the assumed city rate shown above. Cost assumes no labor provided.

B. DIRECT COSTS

B.1. Travel, Meetings, Advertisement

Item	Unit Type	# of Units	Cost/Unit	Total Cost
Mileage	Miles	100	$ 0.55	$ 55.00
Overnight Stay*	Each	4	$ 195.00	$ 780.00
Flights	Each	4	$ 400.00	$ 1,600.00
Meeting Supplies	Each	3	$ 1,000.00	$ 3,000.00
Total Travel, Meetings and Advertisement Costs				**$ 5,435.00**

**Overnight Stay for; Planning Committee Meetings (2 person, 4 Nights)*

B.2. Print Production and Shipping

Item	Unit Type	# of Units	Cost/Unit	Total Cost
Binding and Binders	Each	2	$ 10.00	$ 20.00
FedEx Mail	Each	1	$ 40.00	$ 40.00
B&W Prints	Each	200	$ 0.05	$ 10.00
Color Prints	Each	2,000	$ 0.30	$ 600.00
Large Scale Color Prints	Sq. Ft.	100	$ 1.50	$ 150.00
Total Reproduction Costs				**$ 820.00**

DIRECT COST TOTAL $ 6,255

Anticipated In-Kind ODC Total:

$ 1,564

Total Project Cost

A. Total Burdened Labor Costs	$	133,000
B. Total Direct Costs	$	6,255
Total Project Cost	**$**	**139,255**

Total In-Kind Cost

$ 34,814

This proposal will remain valid for at least 60 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between Dynamic Planning + Science and City of Irwindale.

Ethan Mobley, Owner Dynamic Planning, LLC.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

City of Iwrindale LHMP Schedule

Dynamic Planning + Science

Task	Start	Days	End
Hazard Mitigation Plan Development			
Project Management	**2/1/2025**	**0**	**2/1/2025**
Task 1: Planning Process and Organize Resources	**2/1/2025**	**150**	**7/1/2025**
Task 2: Risk Assessment and Community Capabilities	**5/2/2025**	**150**	**9/29/2025**
Task 3: Hazard Mitigation Strategy	**6/1/2025**	**160**	**11/8/2025**
Task 4: Draft and Final Plan	**11/8/2025**	**296**	**8/31/2026**
Develop Draft Plan	11/8/2025	160	4/17/2026
Public Review	4/17/2026	21	5/8/2026
Plan Submission to CalOES	5/8/2026	21	5/29/2026
Corrections (CalOES)	5/29/2026	21	6/19/2026
FEMA Review / City Adoptions	6/19/2026	30	7/31/2026
Print & Electronic Copy Delivery	7/31/2026	31	8/31/2026
Final Billing/Project Closeout	**8/31/2026**	**30**	**9/30/2026**

RESOLUTION NO. 2025-13-3601

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING: 1) AN AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH DYNAMIC PLANNING + SCIENCE FOR THE PREPARATION OF THE HAZARD MITIGATION PLAN; 2) AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DYNAMIC PLANNING + SCIENCE; and 3) AN AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET BY APPROPRIATING $139,255 FROM THE GENERAL FUND RESERVE

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires that every five years, public agencies prepare an update to its five-year Hazard Mitigation Plan (Plan) in order to be eligible for both prep and post-disaster funding from the Federal Emergency Management Agency (FEMA); and

WHEREAS, on May 13, 2024, the City received notification from CalOES and FEMA that the City's application for a Planning Grant was approved and the City was awarded $150,000 in reimbursable grant funds for the preparation of the Hazard Mitigation Plan; and

WHEREAS, on May 13, 2024, the City received notification from CalOES and FEMA that the City was awarded an additional $50,000 in reimbursable grant funds for the preparation of the Hazard Mitigation Plan; and

WHEREAS, on September 4, 2024, staff issued a Request for Proposals (RFP) for the preparation of the Hazard Mitigation Plan. Staff received ten (10) proposals; and

WHEREAS, based on an evaluation of the proposals from each consultant based on technical competency, project understanding, and experience, Dynamic Planning + Science was determined to be the most responsible, responsive, and qualified firm for this project; and

WHEREAS, the proposed fee for this service is $139,255 and a budget amendment to the Fiscal Year (FY) 2024-2025 is requested to appropriate from the General Fund Reserve to initially pay for these services and later be reimbursed by the grants.

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 the Recitals above true and correct and incorporates them herein by this reference.

SECTION 2. The City Council approves awarding a contract to Dynamic Planning + Science and authorizes the City Manager to enter into a contract for the preparation of the Hazard Mitigation Plan for $139,255.

SECTION 3. The City Council hereby approves a budget amendment to the FY 2024-2025 adopted budget and the appropriation of $139,255 for the preparation of the Hazard Mitigation Plan.

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 22nd 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. 2025-13-3601 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #20.I.

City of
IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Fee Waiver for Irwindale Chamber of Commerce's E-Waste Event

City Manager's Recommendation:

Adopt Resolution No. 2025-16-3604 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JANUARY 25-26, 2025".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Prepared by:

Electronically Approved

Randy Silva, Code Enforcement Officer

Reviewed by:

Adrian R. Guerra, City Attorney

Adri R. Guerra

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

Background and Analysis:

Irwindale Chamber of Commerce is requesting a fee waiver and plans to have their “E-Waste Recycling Event” taking place on Saturday, January 25, 2025, and Sunday, January 26, 2025, at 5155 Irwindale Avenue from 9:00 a.m. – 3:00 p.m. This event will provide a free opportunity open to the local businesses and community to safely recycle their old electronics and divert e-waste from the landfills.

In order for Irwindale Chamber of Commerce to host this event, the City of Irwindale requires a Special Event Permit, which includes a fee of $150.00 for non-profit organizations. Irwindale Chamber of Commerce has paid the required Special Event Permit application of $150.00, and this permit will be issued prior to the event date.

On January 15, 2025, Irwindale Chamber of Commerce submitted a Fee Waiver request for the Special Event Permit application fee of $150.00 to make this event possible.

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

In accordance with the approved "City of Irwindale Fee Adjustment Policy." This event qualifies for a fee waiver according to Section I, subsection H. "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community.” Irwindale Chamber of Commerce is a non-profit organization, and the recycling event provides a public benefit by providing a free drive-thru e-waste recycling event for the community.

Fiscal Impact:

The approval of this item will result in a total fee waiver of $150.00.

Attachments:

1. CC Irwindale Chamber of Commerce Resolution 2024-96-3573 (Attachment A)(1045316.1)
2. Letter - ICOC 2025 E-Waste SEP Fee Waiver (Attachment B)
3. SEP 01-2025- Irwindale Chamber E-Waste Event - Application (Attachment C)
4. Irwindale Chamber E-Waste - Fee Adjustment Policy (Attachment D & E)

RESOLUTION NO. 2025-16-3604

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JANUARY 25-26, 2025

WHEREAS, the Irwindale Chamber of Commerce, the Applicant, submitted a Special Event Permit application to the Community Development Department on January 15, 2025, for a special event "SEP 01-2025 E-Waste Recycling Event" taking place on Saturday, January 25, 2025, and Sunday, January 26, 2025; and

WHEREAS, the E-Waste Recycling Event is a community benefit event for local residents and businesses to safely recycle e-waste. The Applicant is required under Irwindale Municipal Code (IMC) Section 17.88.020(B)(14) "Special Promotions" to have a Special Event Permit; and

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

WHEREAS, the drive through e-waste recycling event will include pallets, tables, tents and directional sandwich signs onsite at Absolute Security located at 5155 Irwindale Avenue. Items will be collected and taken to a licensed e-waste recycling facility. Anticipated attendance is 100 people each day; and

WHEREAS, the event qualifies for and the City Council desires to waive the $150.00 Special Event Permit Application fee in accordance with the City of Irwindale Fee Adjustment Policy because the Chamber of Commerce is a non-profit organization and the event provides a public benefit by providing residents, local businesses and community members a free drive-thru opportunity to safely recycle their old electronics and divert e-waste from the landfills.

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

SECTION 1. The City Council hereby approves the fee waiver Special Event Permit Application for the special event "SEP 01-2025 E-Waste Recycling Event" e-waste recycling event taking place on January 25-26, 2025.

SECTION 2. The City Council finds that waiving the Special Event Permit Application fee of $150.00 for this special event "SEP 01-2025 E-Waste Recycling Event which serves a valid public purpose and provides a public benefit by providing residents, local businesses and community members a free drive-thru opportunity to safely recycle their old electronics and divert e-waste from the landfills.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Special Event Permit Application fee of $150.00.

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

PASSED, APPROVED AND ADOPTED this 22nd day of January 2 2 , 2024.

_____
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. 2025-16-3604 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 22nd day of January 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

January 15, 2025

City Council
City of Irwindale
5050 Irwindale Avenue
Irwindale, CA 91706

Dear City Council,

The Irwindale Chamber of Commerce would like to request a fee waiver in the amount of $150.00 for our E-Waste Recycling Event's Special Event Permit Application. The event will take place on January 24 and 25, 2025 at the Absolute International Security parking lot.

This event will benefit the community by providing residents, local businesses and community members an opportunity to safely recycle their old electronics.

Thank you for your consideration.

Sincerely,

Ashley Bendanillo
Communications Coordinator/Staff Assistant
Irwindale Chamber of Commerce
ashley@irwindalechamber.org
Tel: 626.960.6606

January 6, 2025

TO: Review Departments:

[X] City Manager	[X] Economic Development
[X] Assistant City Manager	[X] Police Department
[X] Code Enforcement	[X] Fire Department (Azusa)
[X] Community Development	[X] Business License
[X] Engineering/Building	[X] Human Resources
[X] Public Services	[ ] Parks/Recreation

FROM: Randy Silva, Code Enforcement Officer

RE: Special Event Permit Comment and Routing Sheet for "E-Waste Recycling Event"

Please review and respond to the attached application concerning the following Special Event Permit:

Special Event Permit No. 01-2025 – The Applicant, the Irwindale Chamber of Commerce is proposing a free drive-thru E-Waste collection event for both residents and businesses. The event will take place at the parking lot of 5155 Irwindale Avenue, on Saturday, January 25, 2025, from 9:00 AM – 3:00 PM and Sunday, January 26, 2025, from 9:00 AM – 3:00 PM. Approximately 100 vehicles are expected to go through the site during the two-day event. There will be no admission or parking fees. A copy of the application is attached.

Please return your comments by **Tuesday, January 21, 2025.** If you have any questions, feel free to contact me:

Phone: 626-430-2278
E-mail: rsilva@irwindaleca.gov

Special Event Permit Application

City of Irwindale • Community Development Department

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

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

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

Event Information

Name of Proposed Event: E-Waste Recycling Event

Location of Event: Parking Lot of Absolute International Security (515 Irwindale Ave., Irwindale, CA 91706)

Event Date(s) and Event Hours: Saturday, January 25 and Sunday, January 26; 9 AM to 3 PM each day.

On-site Contact(s): Casey Shaw

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)
A drive-thru electronic waste recycling event.

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

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

Will this event consist of any vendors? ☑ **Y** ☐ **N** If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)
1 Vendor for this event: ATTAN Recycling Company (13941 Norton Ave. Suite D, Chino, CA, 91710) | Contact Person: Casey Shaw (626) 290-6499

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

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

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

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

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

Anticipated daily attendance: 100

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

Property Owner Certification

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

Sean Liu, Member Manager — *Print Name and Title*

Signature

5155 Irwindale Ave., Irwindale, CA, 91706 — *Address*

(626) 858-7188 — *Phone Number*

sliu@absolutesecurityintl.com — *E-mail Address*

12/23/24 — *Date*

Applicant Certification

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

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

Ashley Bendanillo, Communications Coordinator — *Print Name and Title*

Ashley Bendanillo — *Signature*

5155 Irwindale Ave., Irwindale, CA, 91706 — *Address*

(626) 960 - 6606 — *Phone Number*

ashley@irwindalechamber.org — *E-mail Address*

12/23/24 — *Date*

INDEMINIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

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

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

I HAVE READ AND UNDERSTAND THE ABOVE Ashley Bendanillo DATE 12/23/24

Minimum Requirement Checklist For SEP Filing

☑ 1. Completed Special Event Permit Application – Signed by applicant and property owner.

☑ 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).

☑ 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
- Location of all temporary equipment
- Vendor Locations
- Parking site (Including lane access and exists)

☐ 4. Special Event Application fee. SEP application cannot be accepted and processed until required fee is paid.

☐ 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form ***BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS***, and to submit the completed form to the California State Board of Equalization.

☐ 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at http://www.irwindaleca.gov/index.aspx?NID=186.

☐ 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit.
LA County Department of Public Health, Environmental Health Division: http://www.publichealth.lacounty.gov/eh/

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

☐ 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.

☐ 9. Attach a detailed site plan of the event; plan should include the following information (if applicable) :
- The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
- Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.

10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

☐ 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.

12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admisisons Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at http://www.irwindaleca.gov/.

Cancellation Policy

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

Additional Information

☑ **The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.**
- General liability insurance. Permitee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

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

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

City of Irwindale Building & Safety Department	**(626) 430-2205**
City of Irwindale Police Department	**(626) 430-2244, ext. 241**
Los Angeles County Fire Department	**(626) 574-0949**
Los Angeles County Health Department	**(626) 813-3380**

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

Required Fee With Application Submittal

☐ $150 Irwindale resident SEP application fee.

☒ $150 Non-Profit/Charitable Organization SEP application fee. A Non-Profit/Charitable Organization that holds a valid designation under 26 USC 501(c)(3) or its successor.

☐ $500 SEP application fee if application is submitted 20 days or more in advance of the event.

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

This section is for City of Irwindale's Use Only.			
File No(s):	SEP 01-2025	Permit No.:	
Received By:	Randy Silva	Receipt No.:	
Date:	1/15/24	Filing Fee:	$150.00

Departmental Approvals	Date			Date
☐	Human Resources/Risk Management		☐ Business License	
☐	Building & Public Safety		☐ Police Department	
☐	Public Works Engineering		☐ Fire Department	
☐	Public Works Services		☐	

Special Event and Temporary Use Permit
Building and Safety Department checklist

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

PARKING LAYOUT

Is parking provided? ☐ YES ☑ NO
Requires accessible parking stall(s)

RESTROOM

Permanent restroom facility available for the public? ☐ YES ☑ NO
Requires accessible restroom

Portable restrooms provided? ☐ YES ☑ NO
Requires accessible portable restroom

GRANDSTAND, STAGE, PLATFORM

Elevated more than 30 inches above finished floor or ground? ☐ YES ☑ NO

TENT/CANOPY

Larger than 120 square feet? ☐ YES ☑ NO
Larger than 4,500 square feet? ☐ YES ☑ NO

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

Greater than 12 feet in height? ☐ YES ☑ NO

PLUMBING, ELECTRICAL, MECHANICAL

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

Standard Operating Procedure
Electronic Waste Collection Event
Traffic Management Plan

Event Date:	(Saturday & Sunday)
Event Time:	From 9:00 am to 3:00 pm
Event Location:	Absolute Security International (ICOC Parking Lot) 5155 Irwindale Ave. Irwindale, CA 91706

The following is a Standard Operating Procedure developed for the purpose to maximize efficiency in the operation process of our electronic waste [e-waste] collection event, and more importantly to ensure the safety of the community and participants partaking in this event. This Standard Operating Procedure will include a complete Traffic Management Plan (Traffic Flow and Layout), Event Operation and Logistic.

Traffic Management Plan

Our **Traffic Management Plan** establishes and outlines the activities that occur during our collection event, and procedures in which our staff takes during the event in order to ensure the success and safety of our collection event.

1) This electronic waste recycling event is a drive-thru event where participants do not need to leave their vehicles.

2) It is essential that the participating vehicles do not disrupt the regular on-going traffic within the parking lot and streets surrounding the event site. Thus, we developed the actual area of drop-off at the most convenient and safest possible location that minimizes traffic congestion and possibility of accidents.

3) Our event layout includes floor signs clearly indicating an entrance and exit way for participating vehicles to follow along with our cones. We will have 3x directional floor signs and 2x enter/exit signs at the collection event.

4) The entrance will contain a traffic control ‘booth’ to direct incoming participants to the ‘Receiving Area’.

5) The ‘Receiving Area’ is designated as a distribution point of the State of California mandatory end-user verification form (198 Log) that requires participants provide their residency information to the state and verify their e-waste donations and discards. Event staffs will also, at this juncture, collect and unload all e-products intended for disposal, while participants complete their mandatory information to the state.
    a. Upon arrival at the "Receiving Area" participants will remain in their vehicles and our staff will unload the electronic devices they have within their vehicle.
    b. The unloading of electronic devices and verification will take approximately 30 seconds to 1 minute per vehicle, depending on the amount and volume of the devices within the vehicle.

Traffic Management Plan Continued

6) The "Receiving Area" will take up 6 parking stalls worth of space.
    a. 4 stalls will be allocated to pallets/gaylord boxes to organize e-devices
    b. 2 stalls will be allocated to event equipment and supplies
    c. The dimensions of each stall is approximately 9 feet by 18 feet, which makes it 162 square feet. Therefore the total dimension required for the "Receiving Area" is approximately 972 square feet.

7) Orange traffic cones will be used to reinforce the directions and divisions of lanes leading up to the drop-off point (‘Receiving Area’ [as seen on the "event site close up" picture).
    a. Orange traffic comes serve as a dividing line to split the lane into two so that participants and oncoming traffic do not interfere with one another.
    b. We will only occupy and set up our "Receiving Area" one side rather than both sides (same as the picture on the right side under "event site close-up")
        i. The other side of the lane will be free to ongoing traffic as to not cause traffic congestion or interference with ongoing traffic flow.

8) Upon completion of unloading the e-waste donations and verifying participant residency information, participants are directed to exit our receiving area and into the remainder of the parking lot.

9) This event and our receiving area will not impede on the ongoing activities and traffic of the current commercial store fronts.

Standard Operating Procedure
For Electronic Waste Collection Event
Traffic Management Plan

Event Site Overview:

Event Site Close-up: Example set-up

For demonstration of lane splitting with traffic cones (2 side setup does not apply to this event)

Receiving Area setup for this Event (1 side setup only)

Standard Operating Procedure
For E-Waste Collection Event

Event Operation (Staff, Supplies and Equipment) and Logistic

Aside from the pre-promotional effort by the administrative group, adequate professional staffs and equipment are also key elements that will determine an efficient and successful operation. The event requires a collective effort of the entire team, from the traffic controllers, to the unloading and packing personnel, equipment operators, and sign in team. It is the entire group effort that will ensure a well-organized, well-executed, and most importantly a safe operation. The following are essential lists of staff, equipment, supplies required for the event:

Event Staff

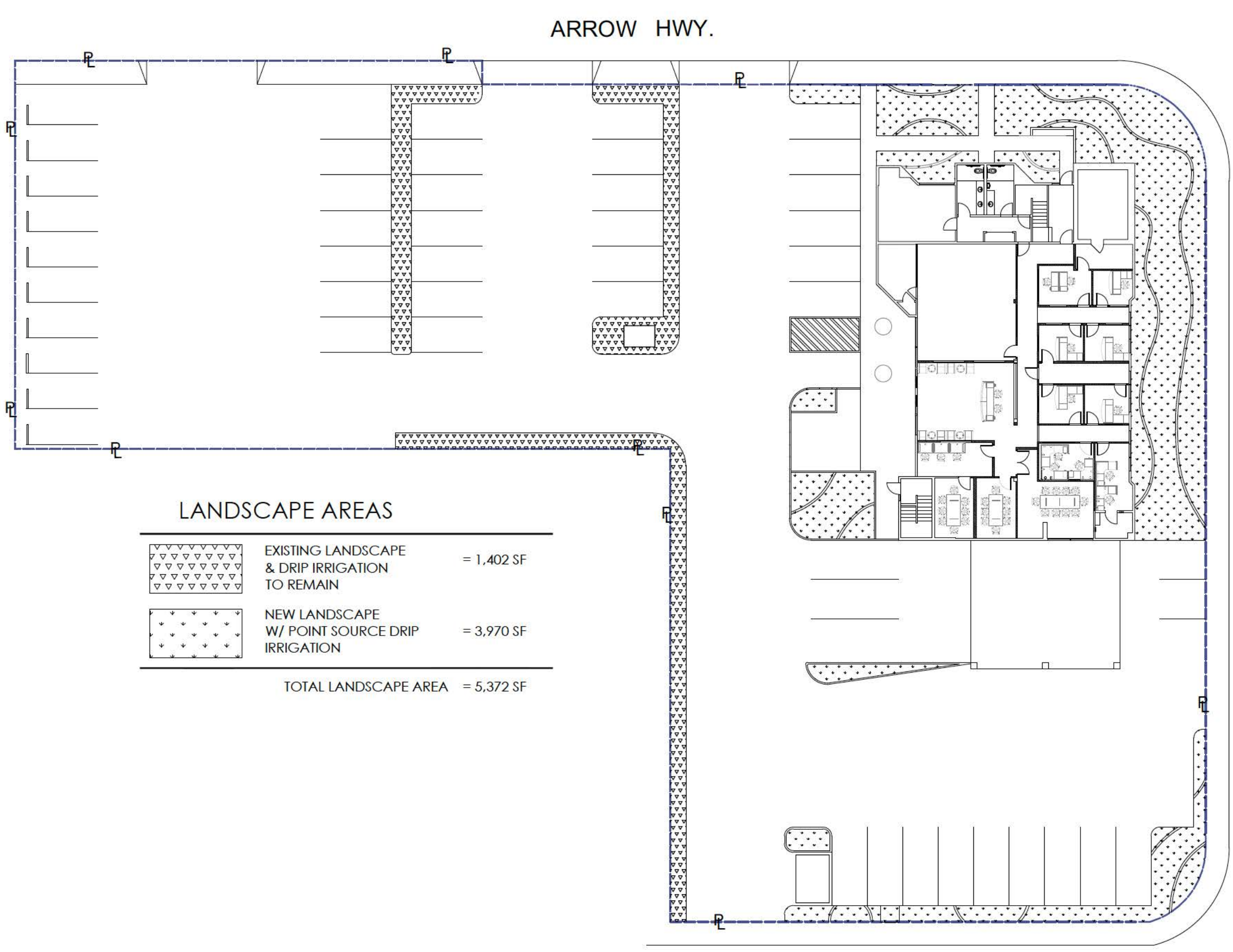
1) Coordinator (1)
2) Unloading and packing personnel (1-2)
3) Driver/Equipment operators (1-2)

Supplies and Equipment

1) 53 ft. Truck with Back-lift (Optional)
2) 30 ft. Truck with Back-lift (1-2) - on rotation and will not remain on event site
3) Orange Traffic Cones (10)
4) Entrance and Exit Sandwich Signage (2)
5) Pallet Jack (1)
6) Pallets, Gaylord Boxes (30 of Each)
7) Shrink Wrap (3-5 Boxes)
8) Fire Extinguishers (2)
9) First Aid Kits (1)
10) EZ-up Tents (1-2)
11) Chairs (1-2)

Actual event hours start at 9:00am and lasts until 3:00pm. Our even staff and Truck(s) with supplies and equipment will be on premise at 8:30 am to set up. The event closing and clean up, however, will depend upon the volume of e-waste that we collect.

All e-waste identified as Cathode Ray Tube/Cover Electronic Waste (CRT/CEW) including; television monitors and computer monitors will be palletized and shrink wrapped, then immediately loaded onto our company trucks once the pallets are filled. Other Electronics such as computer towers will also be separately palletized and shrink wrapped as well. While the smaller electronics and household products identified as Other Electronics such as keyboards, cell phones, motherboards, home entertainment systems, household appliances and lose electronic devices will be placed into Gaylord boxes (on top of pallets) and loaded onto our trucks once they are full. The e-waste will be transported directly to ARC recycling facility and undergo the recycling process.



LANDSCAPE AREAS

EXISTING LANDSCAPE & DRIP IRRIGATION TO REMAIN	= 1,402 SF
NEW LANDSCAPE W/ POINT SOURCE DRIP IRRIGATION	= 3,970 SF
TOTAL LANDSCAPE AREA	= 5,372 SF

LANDSCAPE AREA = 5,372 s.f.

LOT SIZE = 39, 865 s.f. (0.92 acre)

SITE PLAN

SCALE: 1/16" = 1'-0"

NORTH

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

City of Irwindale
Fee Adjustment Policy

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

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

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

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

II. CRITERIA FOR CONSIDERATION

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

1. Applicants for fee waivers or reductions must be:
   a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
   b. Property owners or prospective owners within the City.

2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:

   i. Supports civic or community programs for the City's residents, or businesses;
   ii. Provides financial assistance to the City's residents or businesses; or
   iii. Improves the condition of property or availability of affordable housing within the City.

b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

   i. health care;
   ii. counseling services;
   iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
   iv. affordable housing;
   v. transportation needs of residents or employees; or
   vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

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

City of Irwindale
Application for Fee Adjustment

Property Owner Absolute International Security

Address 5155 Irwindale Ave., Irwindale, CA, 91706

Phone (626) 858-7188

Location of property to be improved/developed:

Absolute International Security Parking Lot (5155 Irwindale Ave., Irwindale, CA, 91706)

Name and description of organization (if applicable):

Irwindale Chamber of Commerce, a 501c(6) non-profit organization

Improvement or development to the property:

Drive-thru E-Waste Recycling Event, a free event open to the community.

Fee(s) requesting to be waived:

Special Event Permit Application Fee of $150.00

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

Benefit the Community: Supplying residents, local businesses and community members an opportunity to safely recycle their old electronics.

Electronic Payments

Successor Agency
January 2025
January 1 - 31, 2025

Number	Vendor Name	Date	Amount
WF-48	2006 TA Rf Parity Bd		1,859,631.25
WF-49	2014 TA Rfdg Pty Bond		12,150.00
WF-50	2014 Taxable Housing Tax		7,190.63
WF-51	2005 Taxable Housing TA Prty Bond		96,360.25
		Report Total:	1,975,332.13

Accounts Payable

Checks by Date - Summary by Check Number

City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

Check No	Vendor No	Vendor Name	Check Date	Check Amount
103849	ROSENO	RSG Inc.	01/14/2025	137.50
103850	USBANK03	US Bank Trust N.A.	01/14/2025	4,235.00
			Report Total (2 checks):	4,372.50

Item #33.B.

City of IRWINDALE
AGENDA REPORT

Date: January 22, 2025

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: Acquisition of 14905 Los Angeles Street, Irwindale CA

Executive Director's Recommendation:

Adopt Resolution No. HA 2025-01-145 entitled "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 14905 LOS ANGELES STREET, IRWINDALE, CALIFORNIA, AUTHORIZING THE HOUSING COORDINATOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS, AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING FUND 12."

Administrative Action:

Submitted / Prepared by:

Fernando Lopez, Housing Coordinator — Electronically Approved

Reviewed by:

Adrian R. Guerra, General Counsel

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

PROPERTY BACKGROUND: 14905 Los Angeles Street is a vacant residential parcel that has been

offered for purchase by the Housing Authority. The Property is owned by MARIANA MIRANDA DIAZ, AS TRUSTEE OF THE EDWARD ROBERT DIAZ AND MARIANA MIRANDA DIAZ FAMILY TRUST ("**Property Owners**") The Property currently does not have a home or other structure on it. The property is 5,973 square feet, rectangular in shape, zoned A1.

Although the property is currently vacant, the subject property could be better utilized for the development of Affordable Housing.

The California Department of Housing and Community Development (HCD) along with Los Angeles County Officials have identified the urgent need for Affordable Housing Development throughout the state.

As a result, City staff received authorization from the Housing Authority Board to contact the Trust to express the Housing Authority's interest in the property and begin negotiations.

APPRAISAL: The City has obtained an Appraisal Report from Frazier Capital Valuation effective as of August 19, 2024, which valued the Property at $240,000.

BROKER REPRESENTATION: IHA and Seller have negotiated in good faith and mutually agreed to the acquisition of the Property by the IHA pursuant to the terms of the Purchase and Sale Agreement.

PSA: IHA and Seller have negotiated the PSA which contains the following terms.

- **Purchase Price:** $240,000
- **Deposit:** $10,000
- **Escrow:** Fidelity National Title
- **Title Insurance:**
    - **Insurer:** First American Title Insurance Company
    - **Title Policy:** An ALTA (non-extended) owner's title policy to be issued to IHA closing with exceptions approved by IHA.
- **Due Diligence Period:** 60 days from IHA's receipt of all required information from Seller with right to extend for 7 days if necessary to obtain a Phase II environmental report based on recommendation in Phase I report. IHA has duty to promptly order Phase I report.
- **Close of Escrow:** 30 days after expiration of due diligence period.
- **Limited Seller Representations & Warranties:** Seller (being only trustees and successors of Original Owners who are deceased) are only making limited representations and warranties. IHA will basically acquire the Property in AS-IS condition.
- **Costs:** IHA shall pay the cost of the title insurance policy and all escrow charges.
- **Liquidated Damage Clause:** IHA has the right to terminate the PSA with the Deposit returned if it disapproves the Property prior to the end of the Due Diligence Period. If IHA elects to not purchase the Property after that period has expired it may do so but will technically be in breach of the PSA and will forfeit the Deposit ($10,000) to the Seller pursuant to a liquidated damage clause which means that the maximum liability for breach is $10,000.
- **Executive Director Authority:** The PSA provides authority for the Executive Director to execute all documents to implement the transaction including authority to make modifications or

amendments including extensions of time.

STAFF RECOMMENDATION AND ALTERNATIVES:

1. Staff requests that the Board approve the acquisition of the real property located at 14905 Los Angeles Street (APN 8415-001-013) ("**Property**") pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, a copy of which is Attachment A ("**PSA**").
2. Staff recommends that the Housing Authority Board approve the PSA and authorize Staff to engage Converse Consultants to conduct the due diligence including a Phase I report and if necessary, a Phase II report.

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

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

Fiscal Impact:

The total cost for Irwindale Housing Authority (IHA) to acquire the property listed at 14905 Los Angeles Street is $240,000 plus $10,000 for escrow, title, and appraisal services. Additionally, $15,000 will be needed to retain Converse Consultants, a third-party expert, for Phase I report, and if applicable, Phase II report, and any other additional due diligence work needed as reasonably determined by Staff.

The adoption of Resolution No. HA- 2025-01-145 authorizes the Finance Director to: 1) transfer $265,000 from IHA's Local Agency Investment Fund (LAIF) account to Low/Mod Housing Asset Fund No. 12; 2) amend IHA Fiscal Year 2024-2025 adopted budget to appropriate these costs in corresponding accounts, and 3) release the money to escrow for acquisition.

Attachments:

1. PSA 14905 Los Angeles St. 1-22-25
2. Resolution No. HA 2025-01-145 14905 Los Angeles Street(1045466.1)

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ___ day of _____, 2025 ("**Agreement Date**") by and between IRWINDALE HOUSING AUTHORITY, a public agency ("**Buyer**") and MARIANA MIRANDA DIAZ, AS TRUSTEE OF THE EDWARD ROBERT DIAZ AND MARIANA MIRANDA DIAZ FAMILY TRUST DATED DECEMBER 10, 2020 ("**Seller**").

R E C I T A L S:

A. Seller is the owner in fee of certain unimproved real property commonly known as 14905 Los Angeles Street, in the City of Irwindale, County of Los Angeles, State of California (APN 8415-001-013) legally described on Exhibit A attached hereto, together with all of Seller's right, title and interest in and to any and all improvements, fixtures, rights-of-way, utility rights, entitlements, claims or other benefits in any way connected with the real property ("**Property**").

B. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property by Buyer pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY; WAIVER

1.1 ***Acquisition of Property.*** Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in **AS-IS** except as otherwise specifically set forth in this Agreement.

1.2 ***Waiver and Release of Condemnation Claims*****.** The parties acknowledge that the Buyer's acquisition of the Property pursuant to this Agreement is not under threat of condemnation by Buyer. Seller agrees that this Agreement provides for fair compensation for the Property and waives any and all claims against Buyer with respect to same.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Fidelity National Title, National Commercial Services (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Mary Lou Adame at Fidelity National Title, National Commercial Services, 3237 E. Gausti Rd., Ste. 105, Ontario, CA 91761 email: MaryLou.Adame@fnf.com (909) 978-3020 (**"Escrow Officer**") together with the Deposit (as defined in Section 3.2(a) ("**Opening of Escrow**").

3. PURCHASE PRICE.

3.1 ***Purchase Price.*** The purchase price for the Property is Two Hundred Forty Thousand Dollars ($240,000) ("**Purchase Price**").

3.2 ***Payment.*** The Purchase Price shall be paid as follows:

a. ***Deposit.*** At Opening of Escrow, Buyer shall deposit the sum of Ten Thousand Dollars ($10,000) with Escrow Holder ("**Deposit**").

b. ***Balance of Funds.*** At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 ***Disbursement of Seller's Net Proceeds.*** At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 ***Good Funds.*** All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 ***Seller.*** Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

a. Executed and acknowledged grant deed in the form of Exhibit B attached hereto ("**Grant Deed**").

b. A Non-Foreign Affidavit as required by federal law.

c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 ***Buyer.*** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("**Certificate of Acceptance**").

b. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 ***Recordation, Completion and Distribution of Documents***. Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 ***Closing Date*****.** Escrow shall close thirty (30) days after expiration of the Due Diligence Period (defined in Section 7.2) ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance are filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 ***Possession*****.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession (including, but not limited to, any occupants) and of all personal property and debris.

5.3 ***Time is of Essence*****.** Buyer and Seller specifically agree that time is of the essence.

5.4 ***City Manager's Authority*****.** Buyer by its execution of this Agreement hereby agrees that the City Manager of the Buyer or designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.

(ii) to make, pursuant to Section 13.5, hereof, minor modifications to this Agreement in order to fulfill the direction of the Board of Directors, provided that such minor modifications must be approved by the City Attorney.

6. TITLE; OWNER'S TITLE POLICY.

6.1 ***Approval of Title.***

a. Buyer has received preliminary title report Order No. FBDO-2402829 reissued as of January 16, 2025 ("**Preliminary Title Report**") issued by Fidelity National Title, National Commercial Services ("**Title Company**"). Buyer approves Exceptions 1, 2, 3, 5, and 6 in the Preliminary Title Report ("**Approved Exceptions**") and all other exceptions are hereinafter "**Disapproved Exceptions**."

b. Seller shall have a period of ten (10) days from Opening of Escrow in which to notify Buyer of Seller's election to either (i) agree to attempt to remove any Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions (other than any obligations of Buyer under Section 7), Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date of written advice from Seller that declines to remove such Disapproved Exception(s). Buyer's failure to elect to terminate this Agreement shall be

deemed as Buyer's acceptance of title to the Property subject to the Disapproved Exceptions.

c. Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to seven (7) business days following receipt of notice of such additional exceptions.

d. Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens affecting the Property (excluding any such items caused by Buyer), and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

6.2 ***Owner's Title Policy.*** At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA owner's non-extended policy of title insurance ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments; (ii) only Approved Exceptions in accordance with Section 6.1; and (iii) any exceptions caused by the acts of Buyer, together with endorsements that Buyer has reasonably requested. The amount of the insurance coverage shall be in the amount of the Purchase Price, although Buyer can request additional coverage at its sole cost and expense. The cost of the Owner's Title Policy shall be paid by Seller. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than thirty (30) business days prior to Closing and Buyer shall be responsible to pay for any additional premium.

7. DUE DILIGENCE.

7.1 ***Scope of Due Diligence.*** Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), reports, investigations or similar documents in Seller's possession respecting the physical condition of the Property and any other information in Seller's possession or control. Buyer is acquiring the Property for the Project (as described in Recital B above) ("**Property Information**"). Buyer's obligation to purchase the Property is subject to Buyer's determination, in its sole discretion, that the Property is suitable for such use. Buyer's election to close Escrow and acquire title to the Property will constitute and be evidence of Buyer's determination regarding the suitability of the Property for such purposes in its AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION. In the event Buyer determines the Property is not suitable for such purposes, Buyer may terminate this Agreement. Buyer may, in its sole discretion, elect to obtain (at its sole cost and expense) a Phase I Environmental Assessment ("**Phase I**") of the Property and, if recommended by Buyer's environmental consultants, a Phase II Environmental Assessment ("**Phase II**").

7.2 ***Approval of Due Diligence Matters*****.** Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") no later than sixty (60) days from Buyer's receipt of all Property Information subject to extension as hereinafter set forth ("**Due Diligence Period**"), of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6),

which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof. Buyer shall promptly order a Phase I report and upon receipt shall provide a copy to Seller. If the Phase I report recommends a Phase II report, the Due Diligence Period will be extended until seven (7) days after receipt of a copy of same which shall also be provided to Seller.

7.3 ***Right to Enter.*** Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees at Buyer's sole cost and expense, a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller twenty-four (24) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain an all-risk public liability insurance policy in a form reasonably acceptable to Seller, written on a per occurrence combined single limit of not less than TWO MILLION DOLLARS ($2,000,000) for bodily injury, personal injury and property liability, which insurance names Seller as additional insured, and shall be in force during the term of this Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer, Buyer's employees, agents, contractors, suppliers, consultants or other related parties.; and (vi) return the Property to substantially its original condition following Buyer's entry. If Buyer elects to not purchase the Property, copies of all reports and investigations shall be provided to Seller.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement.

7.4 ***Natural Hazard Disclosure Report.*** Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property from Disclosure Source ("**NHD Report**") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 ***Conditions to Buyer's Obligations.*** The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

(a) Title Company will issue the Title Policy as specified in Section 6.2.

(b) Buyer has approved the condition of the Property by issuance of the Buyer's Due Diligence Notice pursuant to Section 7.2.

(c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(c) Seller is not in material default of its obligations under this Agreement.

8.2 ***Conditions to Seller's Obligations*****.** The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) Buyer is not in material default of its obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1 *General Representations and Warranties*.

To the best of Seller's knowledge, Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) Seller makes no representations as to the condition of the Property.

(b). There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(c) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(d) Seller has the unimpeded power to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

(e) Seller is the sole owner, in fee simple, of and has the right and legal ability to transfer said property to the Buyer as set forth in this Agreement

(f) ***Survival of Representations and Warranties of Seller*****.** The Parties agree to a statute of limitations and right to bring an action regarding the representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed for a period of one (1) year and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

9.2 ***Breach; Indemnification.*** If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach is aware that such a breach has

occurred, the breach shall be grounds to terminate this Agreement. Seller agrees to indemnify, defend protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses (including reasonable attorney's fees) of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its agreement warranties or representations set forth in this Agreement, (ii) any amounts expended by Buyer to secure exclusive possession free of any occupant, or (iii) any amounts expended by Buyer to secure or have removed any tenants or occupants not disclosed herein.

10. ESCROW PROVISIONS.

10.1 ***Escrow Instructions*****.** Sections 1, 2, 3, 4, 5, 6, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 ***General Escrow Provisions*****.** Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 ***Proration of Real Property Taxes*****.** All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller shall apply to the County for the applicable refund and Buyer will reasonably cooperate with such application to the County.

10.4 ***Payment of Costs*****.**

a. ***Cost Allocation*****.** Buyer shall pay the costs for the Owner's Title Policy, all escrow costs, and the NHD Report ("**Buyer's Charges**"). Seller shall pay any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

NOTE: Buyer is a public agency and, therefore, (i) is exempt from recording charges applicable to recording the Grant Deed pursuant to Govt Code § 6103; and (ii) no documentary transfer taxes are due because the Property is being transferred to a governmental agency and is, therefore, exempt pursuant to Revenue & Taxation Code §11922.

b. ***Closing Statement*****.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

C. Termination and Cancellation of Escrow**.** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Upon termination or cancellation of this Agreement by both parties, neither party shall have any rights or obligations under this Agreement except those that expressly survive the termination or cancellation of this Agreement.

10.5 ***Information Report***. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.6 ***No Withholding as Foreign Seller*****.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code §1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.7 ***Brokerage Commissions*****.** Seller and Buyer represent to each other that they have had no dealings with any broker or finder in connection with this Agreement or the transaction contemplated hereby except (i) with (**"Seller's Broker"**), and (ii) representing Buyer ("**Buyer's Broker"**). Buyer's Broker is not an intended third-party beneficiary to this Agreement and shall collect any commission of finder's fee, or other compensation by a separate agreement with Seller's Broker**.** Seller shall be responsible for any commission that may be owed to Seller's Broker. The parties represent to each other that no other broker or person other than the Broker listed above are entitled to receive any broker's commissions or finder's fees or similar compensation in connection with any aspect of this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction other than the commission to the Seller's Broker set forth above, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. The party against whom the claim for such fees is made shall indemnify and defend and hold the other party harmless from any and all such claims or demands with respect to any

brokerage fees or agent's commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated herein.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

_____ _____

Seller's Initials **Buyer's Initials**

12. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

Seller:	Mariana Miranda Diaz, Trustee 14233 Los Angeles St., Baldwin Park, CA 91706
With a copy to:	_____ _____ _____
Buyer:	Irwindale Housing Authority 5050 N. Irwindale Avenue Irwindale, CA 91706 Attn: Julian Miranda, Executive Director
With a copy to:	Aleshire & Wynder 1 Park Plaza Suite 1000 Irvine, CA 92614 Attn. Adrian Guerra, Agency Attorney
Escrow Holder:	Fidelity National Title, National Commercial Services 3237 E. Guasti Rd., Ste. 105,

Ontario, CA 91761,
Mary Lou Adame, Escrow Officer

13. GENERAL PROVISIONS.

13.1 ***Assignment.*** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to a related City entity such as its housing authority. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

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

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

13.4 ***No Waiver.*** A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 ***Modifications.*** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

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

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

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

13.9 ***Electronic Execution*****.** This Agreement may be executed electronically in

compliance with UETA and ESIGN such as AdobeSign or DocuSign.

13.10 ***Public Agency*****.** Seller understands that Buyer is a public agency and accordingly this Agreement and the transaction is open to public scrutiny in accordance with California law.

13.11 ***Exhibits.*** Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Section 11 needs to be separately initialed by the parties as applicable.

SELLER:

_____
MARIANA MIRANDA DIAZ, Trustee

BUYER:

IRWINDALE HOUSING AUTHORITY, a public agency

By: _____
Julian Miranda, Executive Director

ATTEST:

_____
Laura Nieto, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, Authority Counsel

ESCROW HOLDER:

ACCEPTED AND AGREED TO:

FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES

By: _____
Mary Lou Adame, Escrow Officer

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

PARCEL 3 OF PARCEL MAP NO. 12252, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 113, PAGES 99 AND 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: City Clerk

APN 8415-001-013
THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: $-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MARIANA MIRANDA DIAZ, AS TRUSTEE OF THE EDWARD ROBERT DIAZ AND MARIANA MIRANDA DIAZ FAMILY TRUST DATED DECEMBER 10, 2020 ("**Grantor**") hereby grants to the IRWINDALE HOUSING AUTHORITY, a public agency ("**Grantee**"), that real property in the City of Irwindale, County of Los Angeles, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date first above written.

GRANTOR:

Not to be executed until Closing

_____
MARIANA MIRANDA DIAZ, AS TRUSTEE
OF THE EDWARD ROBERT DIAZ AND
MARIANA MIRANDA DIAZ FAMILY TRUST
DATED DECEMBER 10, 2020

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by MARIANA MIRANDA DIAZ, AS TRUSTEE OF THE EDWARD ROBERT DIAZ AND MARIANA MIRANDA DIAZ FAMILY TRUST DATED DECEMBER 10, 2020 ("**Grantor**") to the IRWINDALE HOUSING AUTHORITY ("**Authority**") is hereby accepted by the undersigned officer and agent of Authority and the Authority consents to the recording of the Grant Deed.

Signed and dated on _____, 2025 at City of Irwindale, California

GRANTEE

IRWINDALE HOUSING AUTHORITY, a public agency

Not to be executed until Closing

By: _____
Julian Miranda, Executive Director

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

PARCEL 3 OF PARCEL MAP NO. 12252, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 113, PAGES 99 AND 100 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8415-001-013

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

RESOLUTION NO. HA 2025-01-145

A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 14905 LOS ANGELES STREET, IRWINDALE, CALIFORNIA, AUTHORIZING THE HOUSING COORDINATOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS, AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING FUND 12

WHEREAS, the Irwindale Housing Authority ("Authority") is established to provide suitable, safe and sanitary housing opportunities for Irwindale residents; and

WHEREAS, the Authority is required to utilize its Low and Moderate Income Housing Funds to facilitate the development of affordable housing to be made available to very low, low, and moderate income households; and

WHEREAS, in furtherance of this purpose, the Authority identified a vacant commercial property located on 14905 Los Angeles Street in Irwindale ("Property") which, due to its location on a major City thoroughfare and close proximity to the City's Civic Center could be better utilized for the development of affordable housing; and

WHEREAS, Authority staff negotiated a Purchase and Sale Agreement with the property owner for the sale of the Property to the Authority for $240,000 based on an August 19, 2024 appraisal report, which valued the Property at $240,000; and

WHEREAS, the Authority desires to purchase the Property in the amount of $240,000, plus $10,000 for escrow, title, and appraisal services for the purposes of developing the Property into affordable housing to be made available to very low, low, and moderate income households;

WHEREAS, the Authority desires to engage Converse Consultants, a third party expert, for $15,000 for Phase I report, and if applicable, Phase II report, and any other due diligence work needed as reasonably determined by Staff; and

WHEREAS, the Authority has sufficient funds to acquire the Property including escrow fees, engage the services of the Consultant, and authorizes the Finance Director to transfer $265,000 from Authority's funds in Local Agency Investment Fund (LAIF) account to Low Mod Housing Asset Fund No. 12, amend Authority's fiscal year 2024-2025 adopted budget by appropriating these costs into proper accounts, and transfer the money to escrow for the acquisition.

NOW, THEREFORE, **THE BOARD OF THE IRWINDALE HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, attached hereto as **Exhibit** "**A**" is hereby approved and the Housing

Coordinator is authorized and directed to execute all documents pertinent and necessary to acquire the Property subject to approval as to form by the Authority Counsel.

SECTION 2. The Board of the Authority authorizes the Housing Coordinator to retain Converse Consultants for $15,000 to conduct due diligence on the Property, including a Phase I and Phase II report, if necessary, and any other additional due diligence work needed as reasonably determined by Staff.

SECTION 3. The Board of the Authority hereby authorizes the Finance Director to transfer $265,000 ($240,000 (property) + $10,000 (escrow, title, and appraisal fees) + $15,000 (consultant fees)) from Authority's Local Agency Investment Fund (LAIF) account to Low/Mod Housing Asset Fund No. 12, amend Authority's fiscal year 2024-2025 adopted budget by appropriating these costs into proper accounts, and transfer the money to escrow for the acquisition.

SECTION 4. The Authority Assistant Secretary shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 22nd day of January 2025.

_____
Larry G. Burrola, Chair

ATTEST:

_____
Laura M. Nieto, MMC
Authority Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2025-01-145 was adopted at a special meeting of the Housing Authority held on January 22, 2025, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

_____
Laura M. Nieto, MMC
Authority Assistant Secretary