

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

HOUSING AUTHORITY

February 12, 2025

SPECIAL MEETING – 5:00 PM

REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

Via Zoom Webinar: <https://us02web.zoom.us/j/87104592389>

In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.

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

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING**1. CALL TO ORDER****2. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, Mayor Pro Tem H. Manuel Ortiz; Mayor Larry G. Burrola****3. AB 2449 DISCLOSURES**

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION**A. Conference with Real Property Negotiator**

Pursuant to California Government Code Section 54956.8

Property: 5014 Irwindale Avenue

Agency Negotiator: Fernando Lopez, Housing Coordinator

Negotiating Parties: Sandra Pusey

Under Negotiation: Price and terms

Property: 5059 Allen Drive (APN 8417-030-004)

Agency Negotiator: Theresa Olivares, Assistant City Manager

Negotiating Parties: HH and TJY Investment Company

Under Negotiation: Price and terms

Property: 16359 Arrow Highway

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: 39 Dalton Financial Ltd. Partnership

Under Negotiation: Price and terms of payment

B. Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: Three

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. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

- A. Recognition to Phoenix Decorating Company for their 309th award as a Tournament of Roses Float builder

18. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

- A. Introduction of Irwindale Police Officer Jesus Carrillo
- B. Introduction of Irwindale Police Dispatcher / Clerk Amy Placencia
- C. Introduction of Irwindale Police Department Records Clerk Jessica Ortiz

19. NEW BUSINESS

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

- A. Update and Discussion Regarding the U.S. Environmental Protection Agency ("EPA") Utilization of Lario Staging Area for Sorting of Hazardous Materials from the Eaton Fire (Verbal)

Department: Administration

Recommendation: Receive the report.

- B. Discussion of a Temporary Moratorium Prohibiting Battery Energy Storage Systems

Department: Administration

Recommendation: Discuss and provide direction to staff.

20. SPONTANEOUS COMMUNICATIONS

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

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

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

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. CONSENT CALENDAR

A. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

B. 2nd Reading of Athens Ordinance No. 786; Amendment No. 2 to Franchise & Facility Operations Agreement

Department: Community Development

Recommendation: (1) Direct the City Attorney to Read the title of the ordinance, waive further reading of **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, DBS 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), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162"; and (2) **Adopt Resolution No. 2025-14-3602**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE ATHENS SERVICES FRANCHISE & FACILITY OPERATIONS AGREEMENT FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162".

C. Amendment No. 1 to the 2020 City-wide Engineering and Traffic Survey

Department: Engineering

Recommendation: **Introduction and first reading by title only with further reading waived Ordinance No. 792**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AN ENGINEERING AND TRAFFIC SURVEY JUSTIFYING THE SPEED LIMIT FOR CERTAIN CITY STREETS, AND AMENDING SECTION 10.40.0470 "SPEED LIMITS- SPECIFIED FOR CERTAIN STREETS" OF CHAPTER 10.40 "Restricted Use of Certain Streets" of Title 10 "Vehicles and Traffic" of the Irwindale Municipal Code TO DECLARE THE PRIMA FACIE SPEED LIMITS OF CERTAIN STREETS WITHIN THE CITY OF IRWINDALE"

22. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. 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 agendaized in this section.

25. ADJOURN

HOUSING AUTHORITY

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR

- A. Approve the Minutes of the Regular Meetings Held January 8, 2025 and January 22, 2025

Department: City Clerk

Recommendation: Approve

28. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority 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.

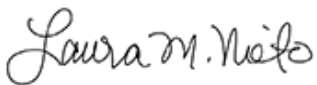
30. PUBLIC HEARINGS

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

31. ADJOURN

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 and Housing Authority, to be held on February 12, 2025, be posted at the City Hall, Library, and Post Office on February 6, 2025.



Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.A.

City of
IRWINDALE
AGENDA REPORT

Date: February 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Update and Discussion Regarding the U.S. Environmental Protection Agency ("EPA")
Utilization of Lario Staging Area for Sorting of Hazardous Materials from the Eaton Fire
(Verbal)

City Manager's Recommendation:

Receive the report.

Administrative Action:

Submitted by:

Prepared by:

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Fiscal Impact:

Attachments:

None

Item #19.B.

City of
IRWINDALE
AGENDA REPORT

Date: February 12, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Discussion of a Temporary Moratorium Prohibiting Battery Energy Storage Systems

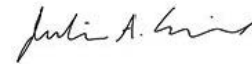
City Manager's Recommendation:

Discuss and provide direction to staff.

Administrative Action:

Submitted / Prepared by:

Julian A. Miranda, City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

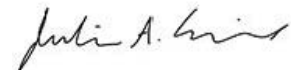


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On January 22, 2025, the City Council requested an item be placed on the agenda to consider an urgency moratorium on Battery Energy Storage System ("BESS") projects within the city limits of the City. This matter has been placed on the agenda for the City Council to discuss and provide direction to

staff.

Environmental Impact:

None.

Fiscal Impact:

None.

Attachments:

None

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
January 2025

Payroll Batch DATE OF ISSUE 1/9/25	404-01-25, 405-01-25 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	85,685.93
	14 Finance Department	45,296.57
	35 Police Department	277,166.24
	40 Recreation Department	38,014.67
	41 Aquatics Department	3,822.51
	42 Senior Citizens' Center	23,027.68
	44 Library	10,135.76
	51 Planning & Community Development	45,754.63
	52 Public Works - Engineering	55,888.19
	57 Public Works - Services	96,404.69
	Gross Payroll	682,928.02
	Required Deductions	(189,688.18)
	Voluntary Deductions	(30,172.45)
	Net Payroll	463,067.39
Payroll Batch DATE OF ISSUE 1/15/25	415-01-25 DEPARTMENT	AMOUNT
	35 Police Department	2,789.03
	Gross Payroll	2,789.03
	Required Deductions	(477.89)
	Voluntary Deductions	-
	Net Payroll	2,311.14
Payroll Batch DATE OF ISSUE 1/23/25	418-01-25, 419-01-25, 420-01-25, 423-01-25 DEPARTMENT	AMOUNT
	11 City Council	5,686.29
	13 City Administrative Office	62,840.29
	14 Finance Department	29,343.18
	35 Police Department	220,189.65
	40 Recreation Department	35,485.03
	41 Aquatics Department	4,226.89
	42 Senior Citizens' Center	19,789.60
	44 Library	17,388.01
	51 Planning & Community Development	33,848.12
	52 Public Works - Engineering	34,568.28
	57 Public Works - Services	55,374.04
	Gross Payroll	518,739.38
	Required Deductions	(151,222.23)
	Voluntary Deductions	(25,214.40)
	Net Payroll	342,302.75

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 2/4/2025 3:53 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
103851	BURROL07	Lorene Burrola	01/16/2025	300.00
103852	ALLCI01	All City Management Services, Inc	01/16/2025	1,086.30
103853	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	01/16/2025	2,825.00
103854	AMAZON1	Amazon Capital Services, Inc.	01/16/2025	250.06
103855	AMAZON01	Amazon Graphics	01/16/2025	38.59
103856	AMERIC34	American Fidelity Assurance Co	01/16/2025	6,269.70
103857	DF01	Anselmo Ryan Angulo	01/16/2025	200.00
103858	AT&T06	AT & T	01/16/2025	1,806.27
103859	CINGULAR	AT & T Mobility	01/16/2025	1,803.56
103860	AZUSALW	Azusa Light & Water	01/16/2025	984.28
103861	MIJACA	Balcon Holdings, Inc.	01/16/2025	184.00
103862	OROSCO05	Rebecca Bardales	01/16/2025	62.22
103863	BENE01	Benefit Coordinators Corp	01/16/2025	16,387.10
103864	BRECED04	Mark A. Breceda	01/16/2025	108.07
103865	BURROL08	Larry Burrola	01/16/2025	108.07
103866	CALIFO02	California American Water	01/16/2025	590.90
103867	SANGAB11	California Newspapers Partnership	01/16/2025	7,563.27
103868	CARDEN01	Rudy Cardenas	01/16/2025	150.00
103869	CDW01	CDW Government	01/16/2025	8,407.45
103870	CHARTE01	Charter Communications	01/16/2025	99.99
103871	CHARTE04	Charter Communicatons	01/16/2025	136.22
103872	CINTAS	Cintas Corporation #693	01/16/2025	278.06
103873	BALDWI02	City of Baldwin Park	01/16/2025	350.00
103874	CNOA01	CNOA	01/16/2025	200.00
103875	CONCE01	Concentra	01/16/2025	286.00
103876	CONCEN01	Concentra Health Services, Inc.	01/16/2025	56.00
103877	COSTA01	Costar Realty Information, Inc.	01/16/2025	438.90
103879	CPS01	CPS HR Consulting	01/16/2025	5,192.10
103880	PMIDEN	Delta Dental Insurance Company	01/16/2025	602.80
103881	ELD01	ELD Monarch LLC	01/16/2025	10,172.27
103882	FRONT01	Frontier Communications	01/16/2025	651.88
103883	FRONT01	Frontier Communications	01/16/2025	203.54
103884	FRONT01	Frontier Communications	01/16/2025	43.23
103885	FRONT01	Frontier Communications	01/16/2025	309.21
103886	GARCIA03	Manuel Garcia	01/16/2025	108.07
103887	SOUTHE17	Golden State Water Company	01/16/2025	355.65
103888	GRAVAT01	Heath Gravatt	01/16/2025	44.05
103889	INTELL01	Intelli-tech, Inc.	01/16/2025	2,144.17
103890	IRWIND21	Irwindale Hand Wash & Auto Detail	01/16/2025	821.70
103891	JAUR01	Vanessa Jauregui	01/16/2025	300.00
103892	LOPEZM02	Marguerite Lopez	01/16/2025	108.07
103893	MONTA01	Edgar Montalvo	01/16/2025	10.00
103894	OPTUM01	OptumRx, Inc.	01/16/2025	28,923.67
103895	ORKINP	Orkin Pest Control	01/16/2025	135.00
103896	ORTIZH	H. Manuel Ortiz	01/16/2025	300.00
103897	PHASEII	PARS	01/16/2025	3,500.00
103898	PETTYC02	City of Irwindale-Rec Petty Cash	01/16/2025	610.52

103899	LEGAL03	Pre-Paid Legal Services, Inc.	01/16/2025	110.65
103900	PSYCHO01	Psychological Consulting Associates, Inc	01/16/2025	462.00
103901	REGIST01	Registrar-Recorder/County Clerk	01/16/2025	1,167.72
103902	ACCOUN	Robert Half	01/16/2025	8,655.68
103903	ROSENO	RSG Inc.	01/16/2025	2,266.25
103904	CENTRO01	Safeguard Business Systems, Inc.	01/16/2025	300.56
103905	SALSE01	Rosa E. Salcedo	01/16/2025	355.00
103906	SERRA10	Teresa Serrano	01/16/2025	7.50
103907	SMK01	SMK Enterprise	01/16/2025	3,178.11
103908	SCE02	Southern California Edison	01/16/2025	23,893.29
103909	SOUTH09	Southern Computer Warehouse Inc,	01/16/2025	3,529.40
103910	TEXAS01	Texas Life Insurance Co.	01/16/2025	4,314.72
103911	VALLEY01	Valley County Water District	01/16/2025	15,083.17
103912	VARGAS03	Jose Vargas	01/16/2025	123.88
103913	verizonw	Verizon Wireless	01/16/2025	3,278.84
103914	VISION01	Vision Service Plan - (CA)	01/16/2025	3,191.97
103915	CPG01	CPG Event Rentals LLC	01/16/2025	891.87
103916	CPG01	CPG Event Rentals LLC	01/16/2025	871.50
103917	AT&T02	AT & T	01/23/2025	34.45
103918	AUTOGR01	Auto-Graphics, Inc.	01/23/2025	2,531.09
103919	AZUSALW	Azusa Light & Water	01/23/2025	143.68
103920	MIJACA	Balcon Holdings, Inc.	01/23/2025	38.00
103921	BENE02	Benefit Coordinator Corporation (BCC)	01/23/2025	3,333.70
103922	BENE01	Benefit Coordinators Corp	01/23/2025	16,890.80
103923	CALIFO01	California Contract Cities	01/23/2025	4,200.00
103924	CAMPOS03	Manuel Campos	01/23/2025	166.75
103925	CONCE01	Concentra	01/23/2025	175.00
103926	COSTCO01	Costco Membership	01/23/2025	130.00
103927	PMIDEN	Delta Dental Insurance Company	01/23/2025	602.80
103928	DURAN10	Veronica Duran	01/23/2025	330.76
103929	DYCH01	Dychelon LLC	01/23/2025	7,500.00
103930	FRAIJO02	John Fraijo	01/23/2025	75.00
103931	GONZAL34	Omar Gonzalez	01/23/2025	75.00
103932	HARDY01	Joseph Hardy	01/23/2025	320.59
103933	HOMEDE	Home Depot Credit Services	01/23/2025	1,200.29
103934	IRWIND21	Irwindale Hand Wash & Auto Detail	01/23/2025	654.85
103935	KEYSTO	Keystone Uniform Depot	01/23/2025	496.84
103936	KRAFT01	Krystal Kraft	01/23/2025	75.00
103937	LANDSC	Landscape Warehouse III Inc.	01/23/2025	129.78
103938	LEDEZM02	Arturo Ledezma	01/23/2025	300.00
103939	LIEBERT	Liebert Cassidy Whitmore	01/23/2025	2,115.00
103940	LOPEZ25	Nicholas Lopez	01/23/2025	384.38
103942	OPTUM01	OptumRx, Inc.	01/23/2025	23,057.22
103943	RIOS06	Jimmy Rios	01/23/2025	300.00
103944	RIOS02	Sara Rios	01/23/2025	12.00
103945	RUIZ03	Claudia Ruiz	01/23/2025	300.00
103946	SCFUELS	SC Fuels	01/23/2025	5,002.76
103947	SECT01	Sectran Security Inc.	01/23/2025	136.42
103948	SEMA02	SEMA INC	01/23/2025	3,481.93
103949	SEMA01	SEMA LLC	01/23/2025	451.42
103950	SERRA10	Teresa Serrano	01/23/2025	7.50
103951	SMART&	Smart & Final	01/23/2025	1,292.61
103952	STATEO01	State Of California	01/23/2025	64.00
103953	UNITED11	United Site Services of CA Inc	01/23/2025	589.50
103954	VISION01	Vision Service Plan - (CA)	01/23/2025	1,806.42
103955	CALIFO56	California State Disbursement Unit	01/23/2025	604.15
103956	CALIFO57	California State Disbursement Unit	01/23/2025	143.07

103957	CALIFO58	California State Disbursement Unit	01/23/2025	100.00
103958	CITY01	City of Hope	01/23/2025	34.00
103959	FRANC06	Franchise Tax Board	01/23/2025	490.51
103960	ICEA	Irwindale City Employee Assoc.	01/23/2025	949.00
103961	IMEA	Irwindale Mgmt Employee Assoc.	01/23/2025	530.00
103962	IRWIND02	Irwindale Police Officers Assoc.	01/23/2025	3,008.00
103963	LOSANG31	Los Angeles County Sheriff's Dept.	01/23/2025	104.77
103964	ALLCI01	All City Management Services, Inc	01/30/2025	1,086.30
103965	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	01/30/2025	375.00
103966	AMAZON1	Amazon Capital Services, Inc.	01/30/2025	117.00
103967	AMBRIZ05	Albert Ambriz	01/30/2025	156.80
103968	AMERIFID	American Fidelity Assurance	01/30/2025	10,075.66
103970	Ayala01	Leonor Ayala	01/30/2025	715.00
103971	BENE02	Benefit Coordinator Corporation (BCC)	01/30/2025	3,327.45
103972	BURROL08	Larry Burrola	01/30/2025	794.38
103973	CACE	California Association of	01/30/2025	438.00
103974	CAMPOS03	Manuel Campos	01/30/2025	2,187.00
103975	CHARTE01	Charter Communications	01/30/2025	369.67
103976	CINTAS	Cintas Corporation #693	01/30/2025	139.03
103977	CONCE01	Concentra	01/30/2025	61.00
103978	CPG01	CPG Event Rentals LLC	01/30/2025	2,724.00
103979	ENGRAV01	Engraving, Awards and Gifts	01/30/2025	3,028.10
103980	IRWIND23	Irwindale Business Center	01/30/2025	842.47
103981	JOEAGO	Joe A. Gonsalves & Son	01/30/2025	2,375.00
103982	LEAGUE02	League Of California Cities	01/30/2025	1,108.00
103983	LEDER01	Olga Lederer	01/30/2025	30.00
103984	MIRAN10	Julian A. Miranda	01/30/2025	148.40
103985	MONCA01	Henry Moncada	01/30/2025	175.00
103987	ORKINP	Orkin Pest Control	01/30/2025	878.98
103988	ORTIZH	H. Manuel Ortiz	01/30/2025	794.38
103989	PLACE01	PlaceWorks, Inc.	01/30/2025	68,751.47
103990	RIOHON01	Rio Hondo College	01/30/2025	125.00
103991	RODR10	Darlene Rodriguez	01/30/2025	300.00
103992	SCFUELS	SC Fuels	01/30/2025	6,685.53
103993	SIERRA03	Sierra Honda of Monrovia	01/30/2025	38,046.14
103994	GASCOM	SoCalGas	01/30/2025	774.75
103995	SCE02	Southern California Edison	01/30/2025	14,948.99
103996	THEJO01	The John Durbin Company	01/30/2025	500.00
103997	OLIVAR01	Theresa Olivares	01/30/2025	267.78
103998	OLIVAR01	Theresa Olivares	01/30/2025	916.86

Report Total (144 checks):	424,820.23
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Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 2/3/2025 6:30 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
103999	BARNEY	Barney's Locksmith Service	02/12/2025	83.24
104000	ACCO01	ACCO Engineering Systems	02/12/2025	7,872.15
104001	AFFORD01	Affordable Generator Services, Inc.	02/12/2025	3,274.99
104002	AZBUS01	A-Z Bus Sales	02/12/2025	690.00
104003	AZUSAP01	Azusa Plumbing Supply	02/12/2025	60.51
104004	B&BTIR	B & B Tires Service	02/12/2025	295.11
104005	BAKER01	Baker & Taylor Books	02/12/2025	761.19
104006	BALDW01	Baldwin Park Police Dept-Attn Vanessa Pineda	02/12/2025	5,901.92
104007	BILLST	Bill's Truck Repair, Inc.	02/12/2025	215.00
104008	BRITEW	BriteWorks, Inc.	02/12/2025	12,847.12
104009	CITYOF18	City of Santa Fe Springs	02/12/2025	14,369.86
104010	COUNTY04	County of Los Angeles	02/12/2025	29,134.51
104011	LOSANG33	County of Los Angeles	02/12/2025	76,233.43
104012	CSG01	CSG Consultants	02/12/2025	8,225.00
104013	CWE01	CWE	02/12/2025	6,136.00
104014	ENVIRO05	Environmental Science Associates (ESA)	02/12/2025	1,564.88
104015	FABE01	Faber Communications	02/12/2025	1,822.00
104016	FLAGSH	Flag Shop	02/12/2025	654.27
104017	GEOLOG	Geologic Associates	02/12/2025	44,288.35
104018	Harvey	Harvey Consulting Group, Inc.	02/12/2025	3,200.00
104019	HOSEMA	Hose-Man, The	02/12/2025	31.21
104020	IMEG01	IMEG Consultants Corp.	02/12/2025	26,401.90
104021	COORYE	Samir M. Khoury	02/12/2025	13,033.00
104022	LANDSC	Landscape Warehouse III Inc.	02/12/2025	229.07
104023	LEWISE	Lewis Engraving, Inc.	02/12/2025	63.95
104024	MAINTE01	Maintex	02/12/2025	159.26
104025	MIDAS	Manuel C Muratalla	02/12/2025	2,774.95
104026	MARIPO	Mariposa Landscapes, Inc.	02/12/2025	9,606.54
104027	MATTS01	Matt's Motor Sports Inc.	02/12/2025	378.48
104028	OFFICE03	ODP Business Solutions, LLC	02/12/2025	3,182.49
104029	POWER01	Power Sign Fabrication	02/12/2025	350.00
104030	PROPRINT	Pro Printing, Inc.	02/12/2025	5,875.36
104031	ADAMPP	Professional Police Supply Inc.	02/12/2025	4,212.10
104032	PACIFI13	Rene David LTD	02/12/2025	64.61
104033	RIGHT01	Right of Way, Inc.	02/12/2025	705.09
104034	TRIANG01	Triangle Truck Parts	02/12/2025	28.60
104035	ULINE01	Uline	02/12/2025	250.66
104036	VALDI01	Jose Valdivia	02/12/2025	1,297.99
104037	HDSUP01	WHITE CAP, L.P.	02/12/2025	99.54
104038	YTIRES	Y Tire Sales	02/12/2025	404.82

Report Total (40 checks): 286,779.15

City of
IRWINDALE
AGENDA REPORT

Date: February 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: 2nd Reading of Athens Ordinance No. 786; Amendment No. 2 to Franchise & Facility Operations Agreement

City Manager's Recommendation:

(1) Direct the City Attorney to Read the title of the ordinance, waive further reading of **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, DBS 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), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15162"; and (2) **Adopt Resolution No. 2025-14-3602**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE ATHENS SERVICES FRANCHISE & FACILITY OPERATIONS AGREEMENT FOR THE MATERIALS RECOVERY FACILITY/TRANSFER STATION (MRF/TS) ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY, IRWINDALE, CA 91706 (APN 8535-001-039), IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS STATED HEREIN, 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



Reviewed by:

Adrian R. Guerra, City Attorney

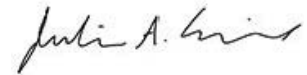


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

At its meeting of January 22, 2025, the City Council introduced Ordinance No. 786 for first reading. The ordinance is attached and it would be in order to adopt Ordinance No. 786 on second reading for Amendment No. 2 to Development Agreement No. 02-2016.

In addition, an amendment to the Athens Services Franchise & Facility Operations Agreement was presented to the City Council. Resolution No. 2025-14-3602 had listed the amendment as “Amendment No. 1” to the agreement. The correct amendment number is Amendment No. 2. While the information presented to the City Council on January 22, 2025 regarding this agreement was accurate, for clarity the resolution is being brought back with the correct amendment number.

The following is a detailed description of Amendment No. 2:

Amendment No. 2 to the Athens Services Franchise & Facility Operations Agreement

At the January 22, 2025 City Council meeting, Resolution No. 2025-14-3602 was pulled from the agenda in order to revise the title to the correct amendment number, which is Amendment No. 2 to the 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. 2 to the Franchise Agreement is also proposed to reflect Athens' 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.1 to the Franchise & Facility Operations Agreement was approved by the City Council at the November 17, 2022 special meeting in conjunction with Amendment No. 4 to the Exclusive Franchise Agreement for Waste Hauling Services. Amendment No. 1 was required to acknowledge and

clarify the thirty (30) year contract plus an additional five (5) years for a thirty-five (35) year contract that was approved in the aforementioned Waste Hauling Services agreement.

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.

CONCLUSION

It is recommended that the City Council adopt Ordinance No. 786, approving Amendment No. 1 to Development Agreement No. 02-2016 on 2nd reading of the ordinance and approve Amendment No. 2 to the Athens Services Franchise & Facility Operations Agreement

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 (Final)
2. (IRW) Amendment No. 1 to Development Agreement No. 02-2016(1038593.4)
3. CC Amend No. 2 to Franchise Facility Agrmt Resolution (Final)
4. (IRW) Amendment No. 2 to Franchise & Facility Operations Agreement(1022559.3)

ATTACHMENT “A”

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE 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

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 8535-001-911 (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) 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; 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 this resolution 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, on February 12, 2025, the City Council duly approved and adopted on second reading, Ordinance No. 786; 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 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).

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 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 12th day of February, 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 on second reading 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 on second reading at its regular meeting held February 12, 2025, to be posted at the City Hall, Library, and Post Office on February 13, 2025.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated:_____

**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

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

NUMBER OF PAGES

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

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 _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

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.

ATTACHMENT “C”

RESOLUTION NO. 2025-14-3602

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 2 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, on November 17, 2022, Amendment No. 1 to the Franchise & Facility Operations Agreement was approved by the City Council; 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 amendment 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. 2 to the Franchise and Facilities Operations Agreement to reflect the postponement of the construction of the Convenience Store and Fueling Station 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. 2 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 12th day of February 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 12th day of February 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**AMENDMENT NO. 2
TO FRANCHISE & FACILITY OPERATIONS AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC DBA
ATHENS SERVICES**

This Amendment No. 2 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**”). The Agreement was amended on November 17, 2022.

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. 2, 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 ~~strike through~~ 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. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 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. 2, 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. 2, 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. 2.

5. Authority. The persons executing this Amendment No. 2 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended, (iv) the entering into this Amendment No. 2 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. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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.

Item #21.C.

City of
IRWINDALE
AGENDA REPORT

Date: February 12, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Amendment No. 1 to the 2020 City-wide Engineering and Traffic Survey

City Manager's Recommendation:

Introduction and first reading by title only with further reading waived Ordinance No. 792, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AN ENGINEERING AND TRAFFIC SURVEY JUSTIFYING THE SPEED LIMIT FOR CERTAIN CITY STREETS, AND AMENDING SECTION 10.40.0470 "SPEED LIMITS- SPECIFIED FOR CERTAIN STREETS" OF CHAPTER 10.40 "Restricted Use of Certain Streets" of Title 10 "Vehicles and Traffic" of the Irwindale Municipal Code TO DECLARE THE PRIMA FACIE SPEED LIMITS OF CERTAIN STREETS WITHIN THE CITY OF IRWINDALE"

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering / City Engineer



Reviewed by:

Adrian R. Guerra, City Attorney

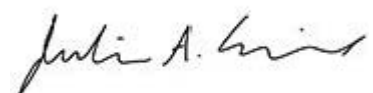


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The California Vehicle Code (CVC) Sections 22357 and 22358 permit local authorities such as the Irwindale City Council to determine and declare, by ordinance, *prima facie* speed limits on roadways other than state highways. CVC Sections 40801 and 40802 require that such *prima facie* speed limits be justified on the basis of a current Engineering and Traffic Survey in order to be enforceable by police radar.

Pursuant to the CVC and the California Manual on Uniform Traffic Devices (CAMUTCD, 2014 Rev. 8), speed limits are set based upon the 85th percentile speed (*i.e.*, the speed at or below which 85% of drivers travel on the roadway), which has been rounded to the nearest 5 MPH increment. The speed limit may then be lowered in some cases, if justified by observed crash rates, adjacent development, or other roadway factors. Recent changes in State law (Assembly Bill 43, 2021 and Assembly Bill 1938, 2022) provide local agencies with additional flexibility in setting speed limits for roadways, allowing consideration of unique characteristics or locally elevated crash rates, or the retention of current or prior speed limits. Engineering and Traffic Surveys are valid for a minimum of five years, and may be valid for up to fourteen years based on certain police certifications and the determination of a registered engineer that roadway and land use conditions have not significantly changed.

On November 11, 2020, the City Council approved the 2020 City-Wide Engineering and Traffic Survey and adopted Resolution No. 2020-91-3251 and approved recommended speed on certain streets.

In August 2024, the City of Azusa informed City staff of changes to speed limits on two roadways adjacent to the City of Irwindale ("City"). On-call consultant, Linscott, Law & Greenspan, Engineers, were tasked to review and, if needed, update the speed limits on certain roadways within the City of Irwindale's jurisdiction.

In September 2024, the consultant conducted Engineering and Traffic Surveys for two roadway segments in the City and based on the 85th percentile speeds, average crash rates, and consideration of other roadway and safety characteristics, the *prima facie* speed limits on the following two roadway segments were recommended to be lowered by 5 MPH:

No.	Roadway	From	To	Existing Speed Limit (MPH)	Recommended Speed Limit (MPH)
1	Foothill Boulevard	Irwindale Avenue	City Boundary	45	40

2	Vincent Avenue	Newburgh Street	Arrow Highway	45	40
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Upon City Council approval of the recommended prima facie speed limits and amendment of the Irwindale Municipal Code, new speed limit signs will be posted in each direction of travel on both of the roadway segments.

Staff recommends City Council adopt Ordinance No. 792 adopting the amended Engineering and Traffic Surveys and establishing new prima facie speed limits on certain City streets as stated above.

Fiscal Impact:

Installation of the new speed limit signs will cost less than \$1,000. Sufficient funding is available in the Public Works Engineering Department budget to purchase and install the necessary signage.

Attachments:

1. Attachment A - TBL-3 (2025-02-06)
2. (IRW) Ordinance 792 Amending Speed Limits(1050490.1)

Amendment No. 1 approved on
February 12, 2025 CC Meeting

Table 3
SUMMARY OF SPEED ZONING ANALYSIS AND RECOMMENDATIONS [1]

NO.	STREET	SEGMENT		ORIEN- TATION	EXISTING SPEED LIMIT (MPH) [2]	AVERAGE DAILY TRAFFIC [3]	ACTUAL COLLISIONS PER MVM [4]	AVERAGE COLLISIONS PER MVM [5]	85TH PERCENTILE SPEED (MPH) [6]	10-MPH PACE [6]	RECOMMENDED SPEED LIMIT (MPH) [7]
		FROM	TO								
1	Arrow Highway	Live Oak Avenue	Avenida Barbosa	E-W	45	24,439	0.47	1.27	49	37 - 46	45
2	Arrow Highway	Avenida Barbosa	I-605 Freeway	E-W	45	28,477	0.44	1.27	47	35 - 44	45
3	Arrow Highway	I-605 Freeway	San Gabriel River	E-W	45	29,638	0.36	1.27	45	35 - 44	45
4	Arrow Highway	San Gabriel River	Live Oak Avenue	E-W	45	21,275	0.55	1.27	48	36 - 45	45
5	Arrow Highway	Live Oak Avenue	Heintz Street	E-W	45	50,364	0.22	1.27	49	40 - 49	45
6	Arrow Highway	Heintz Street	Azusa Canyon Road	E-W	45	42,342	0.19	1.27	47	38 - 47	45
7	Arrow Highway	Azusa Canyon Road	Irwindale Avenue	E-W	45	56,978	0.71	1.27	41	33 - 42	45
8	Arrow Highway	Irwindale Avenue	Vincent Avenue	E-W	45	44,104	0.41	1.27	44	35 - 44	45
9	Avenida Barbosa	Buena Vista Street	Arrow Highway	N-S	40	13,808	0.22	1.27	42	33 - 42	40
10	Azusa Canyon Road	Arrow Highway	Olive Street	N-S	40	10,158	1.08	1.34	40	30 - 39	40
11	Azusa Canyon Road	Olive Street	Cypress Street	N-S	40	13,553	0.00	1.27	38	28 - 37	40
12	Azusa Canyon Road	Cypress Street	Los Angeles Street	N-S	40	13,017	0.29	1.34	38	29 - 38	40
13	Buena Vista Street	Village Road	Avenida Barbosa	N-S	40	9,737	0.28	1.27	44	33 - 42	40
14	Cypress Street	Azusa Canyon Road	Irwindale Avenue	E-W	35	13,381	0.27	1.34	41	31 - 40	35
15	Cypress Street	Irwindale Avenue	Ellen Drive	E-W	35	15,873	0.82	1.34	40	31 - 40	35
16	Foothill Boulevard	Encanto Parkway	Irwindale Avenue	E-W	45	31,249	0.33	1.34	52	42 - 51	45
17	Foothill Boulevard [9]	Irwindale Avenue	City Boundary	E-W	45	41,255	1.29	1.00	43	31 - 40	40
18	Fourth Street	Arrow Highway	Tapia Street	N-S	35	3,685	0.00	1.12	39	30 - 39	35
19	Gladstone Street	Irwindale Avenue	Ayon Avenue	E-W	40	14,503	0.41	1.34	43	33 - 42	40
20	Irwindale Avenue	Foothill Boulevard	I-210 Freeway	N-S	35	38,226	0.09	1.27	40	30 - 39	40
21	Irwindale Avenue	I-210 Freeway	First Street	N-S	35	35,343	0.36	1.27	43	33 - 42	40
22	Irwindale Avenue	Gladstone Street	Ornelas Street	N-S	35	27,371	0.30	1.27	43	33 - 42	40
23	Irwindale Avenue	Ornelas Street	Arrow Highway	N-S	35	30,871	0.32	1.27	43	30 - 39	40
24	Irwindale Avenue	Arrow Highway	Tapia Street	N-S	35	20,750	0.22	1.27	35	27 - 36	35
25	Irwindale Avenue	Tapia Street	Cypress Street	N-S	35	23,604	0.22	1.27	38	29 - 38	35
26	Live Oak Avenue	Myrtle Avenue	Longden Avenue	E-W	45	37,388	0.37	1.27	45	35 - 44	45

Table 3 (Continued)
SUMMARY OF SPEED ZONING ANALYSIS AND RECOMMENDATIONS [1]

NO.	STREET	SEGMENT		ORIENTATION	EXISTING SPEED LIMIT (MPH) [2]	AVERAGE DAILY TRAFFIC [3]	ACTUAL COLLISIONS PER MVM [4]	AVERAGE COLLISIONS PER MVM [5]	85TH PERCENTILE SPEED (MPH) [6]	10-MPH PACE [6]	RECOMMENDED SPEED LIMIT (MPH) [7]
		FROM	TO								
27	Live Oak Avenue	Longden Avenue	Arrow Highway	E-W	45	57,263	0.17	1.27	45	32 - 41	45
28	Live Oak Avenue	Arrow Highway	I-605 Freeway	E-W	45	29,506	0.34	1.27	47	36 - 45	45
29	Live Oak Avenue	I-605 Freeway	Rivergrade Road	E-W	45	28,280	0.73	1.27	45	35 - 44	45
30	Live Oak Avenue	Rivergrade Road	Arrow Highway	E-W	45	31,438	0.13	1.27	44	32 - 41	45
31	Longden Avenue	Peck Road	Live Oak Avenue	E-W	40	15,509	0.00	1.34	44	32 - 41	40
32	Los Angeles Street	Park Avenue	Azusa Canyon Road	E-W	45	10,634	0.26	1.34	43	32 - 41	45
33	Los Angeles Street	I-605 Freeway	Little John Street	E-W	45	24,246	0.28	1.34	47	36 - 45	45
34	Meridian Street	City Boundary	Miguel Miranda Avenue	E-W	25	4,354	0.00	1.12	32	23 - 32	25
35	Myrtle Avenue	California Avenue	Live Oak Avenue	N-S	40	19,664	0.11	1.27	41	33 - 42	40
36	Olive Street	Bleecker Street	Azusa Canyon Road	E-W	35	7,149	0.00	1.12	42	31 - 40	35
37	Ramona Boulevard	I-605 Freeway	City Boundary	E-W	[8]	23,610	0.13	1.27	41	31 - 40	40
38	Rivergrade Road	Arrow Highway	Live Oak Avenue	N-S	40	4,778	0.35	1.34	34	25 - 34	35
39	Rivergrade Road	City Boundary	Brooks Drive	N-S	45	14,069	0.14	1.34	47	35 - 44	45
40	Rivergrade Road (NB)	Brooks Drive	Lower Azusa Road	N-S	45	5,564	0.00	1.12	49	40 - 49	45
41	Rivergrade Road (SB)	Brooks Drive	Lower Azusa Road	N-S	45	7,772	0.17	1.12	48	38 - 47	45
42	Tapia Street	Fourth Street	Irwindale Avenue	E-W	35	2,635	0.00	1.12	38	30 - 39	35
43	Vincent Avenue [9]	Newburgh Street	Arrow Highway	N-S	45	11,428	0.64	1.22	42	32 - 41	40
44	Vincent Avenue	Arrow Highway	City Boundary	N-S	45	13,139	0.13	1.34	50	42 - 51	45

[1] Refer to the report text for further discussion of each component of the speed zoning analysis.

[2] Source: Exhibit A of Resolution 2013-09-2603, approved March 13, 2013.

[3] Counts conducted in January 2020 by City Traffic Counters.

[4] Refer to the report text for description of the data and formula utilized to calculate the collision rates for roadway segments. Calculation of the actual collision rate per million vehicle miles (MVM) is presented in the roadway segment summary worksheets.

[5] Average collisions rates per million vehicle miles (MVM) represent the three-year statewide average obtained from Caltrans' 2016 *Collision Data on California State Highways*.

[6] Refer to the roadway segment summary worksheets for a graphical presentation of the spot speed survey, including the 85th percentile and 10-MPH pace.

[7] Refer to report text for further discussion of recommended speed limits.

[8] Ramona Boulevard was not included in the previous engineering and traffic survey conducted in 2013.

[9] Traffic data collected in August 2024.

ORDINANCE NO. 792

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AN ENGINEERING AND TRAFFIC SURVEY JUSTIFYING THE SPEED LIMIT FOR CERTAIN CITY STREETS, AND AMENDING SECTION 10.40.0470 “SPEED LIMITS-SPECIFIED FOR CERTAIN STREETS” OF CHAPTER 10.40 “RESTRICTED USE OF CERTAIN STREETS” OF TITLE 10 “VEHICLES AND TRAFFIC” OF THE IRWINDALE MUNICIPAL CODE TO DECLARE THE PRIMA FACIE SPEED LIMITS OF CERTAIN STREETS WITHIN THE CITY OF IRWINDALE

WHEREAS, California Vehicle Code (CVC) Sections 22357 and 22358 permit local authorities such as the Irwindale City Council to determine and declare, by ordinance, prima facie speed limits on roadways other than state highways; and

WHEREAS, CVC Sections 40801 and 40802 require that such prima facie speed limits be justified on the basis of a current Engineering and Traffic Survey in order to be enforceable by police radar; and

WHEREAS, pursuant to the CVC and the California Manual on Uniform Traffic Devices (CAMUTCD, 2014 Rev. 8), speed limits are set based upon the 85th percentile speed (i.e., the speed at or below which 85% of drivers travel on the roadway), which has been rounded to the nearest 5 MPH increment; and

WHEREAS, the speed limit may then be lowered in some cases, if justified by observed crash rates, adjacent development, or other roadway factors; and

WHEREAS, recent changes in State law (Assembly Bill 43, 2021 and Assembly Bill 1938, 2022) provide local agencies with additional flexibility in setting speed limits for roadways, allowing consideration of unique characteristics or locally elevated crash rates, or the retention of current or prior speed limits; and

WHEREAS, Engineering and Traffic Surveys are valid for a minimum of five years, and may be valid for up to fourteen years based on certain police certifications and the determination of a registered engineer that roadway and land use conditions have not significantly changed; and

WHEREAS, on November 11, 2020, the City Council approved the 2020 City-Wide Engineering and Traffic Survey and adopted Resolution No. 2020-91-3251 and approved recommended speed on certain streets.

WHEREAS, in August 2024, the City of Azusa informed City staff of changes to speed limits on two roadways adjacent to the City of Irwindale, and there became a need to conduct an Engineering and Traffic Surveys for two roadway segments in the City of Irwindale; and

WHEREAS, based on the 85th percentile speeds, average crash rates, and in consideration of other roadway and safety characteristics, the prima facie speed limits on two segments are recommended to be lowered by 5 MPH; and

WHEREAS, the study was reviewed and being recommended by the City Engineer for the City Council to review and consider; and

WHEREAS, the City Council now desires to amend the prima facie speed limits for roadways within the City, consistent with the study.

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

SECTION 1. The Amended Speed Survey attached hereto as Attachment “A” is hereby approved and adopted by the City Council of the City of Irwindale.

SECTION 2. Section 10.40.040 “Speed Limits—Specified for certain streets” of Chapter 10.40 “Restricted Use of Certain Streets” of Title 10 “Vehicles and Traffic” of the Irwindale Municipal Code is hereby amended and shall now read in its entirety as follows:

10.40.040 Speed limits—Specified for certain streets.

It is determined upon the basis of an engineering and traffic investigation that the speed permitted by state law outside of business and residence districts, as applicable upon the following streets, is greater than is reasonable or safe under the conditions found to exist upon such streets and it is declared that the prima facie speed limit shall be as set forth in this section on those streets or parts of streets designated below when signs are erected giving notice thereof:

STREET	SEGMENT		DECLARED PRIMA FACIE SPEED LIMIT (MPH)
	FROM	TO	
	Live Oak Avenue	Avenida Barbosa	45
Arrow Highway	Avenida Barbosa	I-605 Freeway	45
Arrow Highway	I-605 Freeway	San Gabriel River	45
Arrow Highway	San Gabriel River	Live Oak Avenue	45
Arrow Highway	Live Oak Avenue	Heintz Street	45
Arrow Highway	Heintz Street	Azusa Canyon Road	45
Arrow Highway	Azusa Canyon Road	Irwindale Avenue	45
Arrow Highway	Irwindale Avenue	Vincent Avenue	45
Avenida Barbosa	Buena Vista Street	Arrow Highway	40
Azusa Canyon Road	Arrow Highway	Olive Street	40
Azusa Canyon Road	Olive Street	Cypress Street	40
Azusa Canyon Road	Cypress Street	Los Angeles Street	40
Buena Vista Street	Village Road	Avenida Barbosa	40

Calle de Paseo			25
City Hall service roads	Calle de Paseo	Calle del Norte	25
Cypress Street	Azusa Canyon Road	Irwindale Avenue	35
Cypress Street	Irwindale Avenue	Ellen Drive	35
Foothill Boulevard	Encanto Parkway	Irwindale Avenue	45
Foothill Boulevard	Irwindale Avenue	City Boundary	40
Fourth Street	Arrow Highway	Tapia Street	35
Gladstone Street	Irwindale Avenue	Ayon Avenue	40
Hidalgo Street			25
Irwindale Avenue	Foothill Boulevard	I-210 Freeway	40
Irwindale Avenue	I-210 Freeway	First Street	40
Irwindale Avenue	Gladstone Street	Ornelas Street	40
Irwindale Avenue	Ornelas Street	Arrow Highway	40
Irwindale Avenue	Arrow Highway	Tapia Street	35
Irwindale Avenue	Tapia Street	Cypress Street	35
Juarez Street			25
Live Oak Avenue	Myrtle Avenue	Longden Avenue	45
Live Oak Avenue	Longden Avenue	Arrow Highway	45
Live Oak Avenue	Arrow Highway	I-605 Freeway	45
Live Oak Avenue	I-605 Freeway	Rivergrade Road	45
Live Oak Avenue	Rivergrade Road	Arrow Highway	45
Longden Avenue	Peck Road	Live Oak Avenue	40
Los Angeles Street	Park Avenue	Azusa Canyon Road	45
Los Angeles Street	I-605 Freeway	Little John Street	45
Lower Azusa Road			45
Meridian Street	City Boundary	Miguel Miranda Avenue	25
Myrtle Avenue	California Avenue	Live Oak Avenue	40
Nora Avenue			25
Olive Street	Bleecker Street	Azusa Canyon Road	35
Peck Road			40
Peppertree Lane			25
Ramona Boulevard	I-605 Freeway	City Boundary	40
Rivergrade Road	Arrow Highway	Live Oak Avenue	35
Rivergrade Road	City Boundary	Brooks Drive	45
Rivergrade Road (NB)	Brooks Drive	Lower Azusa Road	45
Rivergrade Road (SB)	Brooks Drive	Lower Azusa Road	45
Tapia Street	Fourth Street	Irwindale Avenue	35
Vincent Avenue	Newburgh Street	Arrow Highway	40
Vincent Avenue	Arrow Highway	City Boundary	45

01005.0006/1050490.1

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ORDINANCE NO. 792
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SECTION 3. Upon adoption of this ordinance, the City Engineer is authorized and directed to replace any existing speed limit signs and pavement markings where the speed limits will be changed consistent with this ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, 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 5. Certification and Effective Date. The Chief Deputy City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Irwindale. This ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

PASSED, APPROVED and ADOPTED this 26th day of February 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, California do hereby certify that the foregoing Ordinance No. 792 was introduced at a regular meeting of the City Council of the City of Irwindale held on the 12th day of February 2025, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the 26thh day of February 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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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. 792 adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

JANUARY 8, 2025
WEDNESDAY
10:22 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Albert F. Ambriz, Manuel R. Garcia;
Vice Chair H. Manuel Ortiz; Chair Larry G. Burrola

Absent: Board Member Mark A. Breceda

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Garcia, seconded by Vice Chair Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Board Member Breceda absent.

ITEM NO. 33A
APPROVE THE
MINUTES OF THE
REGULAR MEETING
HELD DECEMBER 11,
2024

**APPROVE THE MINUTES OF THE REGULAR MEETING HELD
DECEMBER 11, 2024**

The minutes of the regular meeting held December 11, 2024, were approved as presented.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:23 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Vice Chair H. Manuel Ortiz; Chair Larry G. Burrola

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Garcia, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 33A
INVESTMENT
QUARTERLY REPORT
FOR FISCAL QUARTER
ENDING DECEMBER 31,
2024

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER
ENDING DECEMBER 31, 2024

The City Council, Successor Agency Board, and Housing Authority Board received and filed the Investment Quarterly Report for the fiscal quarter ending December 31, 2024.

ITEM NO. 33B
ACQUISITION OF
14905 LOS ANGELES
STREET, IRWINDALE,
CA

ACQUISITION OF 14905 LOS ANGELES STREET, IRWINDALE, CA

RESOLUTION NO.
HA 2025-01-145
ADOPTED

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,” was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:52 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary