

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



2nd AMENDED

NOTICE AND AGENDA FOR THE SPECIAL MEETING OF THE

CITY COUNCIL

**SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY**

**THURSDAY
NOVEMBER 17, 2022**

**PLEASE NOTE
MEETING TIME**

**SPECIAL MEETING
CLOSED SESSION - 5:00 P.M.
OPEN SESSION – 5:30 P.M.**

IRWINDALE CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. 2022-105-3355

The Irwindale City Council has authorized the conduct of hybrid meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, under the provisions of Government Code Section 54956 § E, as authorized by AB 361.

The public's health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate are available through the following:

In-Person at the City Council Chambers

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

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, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. 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).

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 - 5:00 P.M.
CITY COUNCIL & SUCCESSOR AGENCY**

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Proclamation proclaiming November as Family Court Awareness Month

D. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

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

B) Case Name: City of Irwindale As Successor Agency to the Irwindale Community
Redevelopment Agency, et al. v. County of Los Angeles

Case Number: Ventura County Superior Court Case No. 56-2015-00464100-CU-WM-
VTA

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURN

OPEN SESSION - 5:30 P.M.**A. CALL TO ORDER**

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

SPONTANEOUS COMMUNICATIONS

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

C. CONSENT CALENDAR

- A. Request to approve the parade permit and a Fee Waiver for the procession or parade license fee for the "Our Lady of Guadalupe Church Fiesta" procession being held by Our Lady of Guadalupe Church on December 10- 11, 2022

Recommendation: **Adopt Resolution No. 2022-111-3361** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER - 11, 2022" Waiving further reading.

- B. Award of Contract for Architectural Design Services for Plans, Specifications and Cost Estimate for a New Public Library; P-1044

Recommendation: **Adopt Resolution No. 2022-88-3338** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CHANGING THE NAME AND PROJECT ACCOUNT NAME OF THE LIBRARY EXTENSION/REMODEL PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, APPROVING THE AWARD OF CONTRACT TO CWA AIA, INC. IN THE AMOUNT OF \$927,438 PLUS A 15% PROJECT CONTINGENCY IN THE AMOUNT OF \$139,116 FOR ARCHITECTURAL DESIGN SERVICES FOR PLANS, SPECIFICATIONS AND COST ESTIMATE FOR A NEW PUBLIC LIBRARY, AND APPROVING THE TRANSFER OF \$2,016,645.50 FROM THE RECREATION/LIBRARY BUILDING IMPROVEMENTS PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT."

D. PUBLIC HEARINGS

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

This item shall begin no earlier than 5:30 p.m.

1. The Applicant is requesting a Site Plan and Design Review (DA) for the construction of a ±129,830 square-foot concrete tilt-up building and associated parking located at 4416 Azusa Canyon Road. (APN: 8417-004-006)

Recommendation: consider the Planning Commission's Resolution Nos. 813(22) and 814(22) recommending the City Council adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and approve Site Plan & Design Review (DA) No. 04-2020 to allow the development of a ±129,830 square-foot concrete tilt-up building and associated parking located at 4416 Azusa Canyon Road; and **Adopt Resolution No. 2022-109-3359**, entitled "A RESOLUTION OF THE CITY COUNCIL CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE MITIGATED NEGATIVE DECLARATION (MND) AS AMENDED BY THE IMPOSITION OF A SUBSTITUTE MITIGATION MEASURE, AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE FEET FOR PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"; and **Resolution No. 2022-110-3360**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2020 FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE-FEET FOR THE PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT."

E. NEW BUSINESS

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

1. Approval of Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services and First Amendment to the Franchise and Facility Operations Agreement between the City of Irwindale and Arakelian Enterprises, Inc. dba Athens Services

Recommendation: i) Approve the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services; ii) approve the First Amendment to the Franchise & Facility Operations Agreement between the City of Irwindale and Arakelian Enterprises, Inc., dba Athens Services; and iii) find the approval of the amendments exempt from the

provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment which these contract amendments do not have such potential.

2. Special Election for Water Quality Authority Alternate Board Member Representing Cities with Prescriptive Pumping Rights

Recommendation: Discuss and provide direction.

3. Calle de Paseo Red Curb Study

Recommendation: Receive the Calle de Paseo Red Curb Study conducted by Iteris, and direct staff to implement the recommendations identified in the staff report.

F. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused the amended agenda for the special meeting of the City Council and the Successor Agency to be held on Thursday, November 17, 2022, be posted at the City Hall, Library, and Post Office on Wednesday, November 16, 2022 at 2:45 p.m.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

Amended items are **bolded, italicized, underlined and highlighted*

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item C-A

Date: November 17, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to approve the parade permit and a Fee Waiver for the procession or parade license fee for the "Our Lady of Guadalupe Church Fiesta" procession being held by Our Lady of Guadalupe Church on December 10-11, 2022.

City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-111-3361 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 11, 2022" Waiving further reading.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development
Director
(626) 430-2209

Electronically Approved

Prepared by:

Jeff Tyler, Senior Code Enforcement Officer
(626) 430-2270

Jeff Tyler

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

BACKGROUND AND ANALYSIS

Our Lady of Guadalupe Church is requesting a fee waiver. Our Lady of Guadalupe Church plans to have their annual "Our Lady of Guadalupe Church Fiesta" taking place on Saturday, December 10, 2022 and Sunday, December 11, 2022, which will include a procession honoring Our Lady of Guadalupe which is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession while honoring Our Lady of Guadalupe also honors and incorporates Aztec and European symbolism, is a free community event open to the public that will be held on Sunday, December 11, 2022 from 2:00 p.m. – 4:00 p.m. The procession will start at Our Lady of Guadalupe Church, 16025 E. Cypress Street at 2:00 p.m. and will end at Our Lady of Guadalupe Church at 4:00 p.m.

The original procession route submitted by the applicant included a route through a residential area and after meeting with City staff the procession route has been revised as follows to address safety concerns. Participants will gather at the starting point, Our Lady of Guadalupe Church. The route of the event will be to head west on Cypress Street to Irwindale Avenue where the procession will turn right heading north on Irwindale Avenue until reaching Calle De Paseo. At Calle De Paseo, the procession will turn right heading east and then turn left on the service road in front of City Hall. At the service road, the procession will head north to Calle De Norte. At Calle De Norte, the procession will turn left heading west to Irwindale Avenue. At Irwindale Avenue, the procession will turn left and head south to Cypress Street. At Cypress Street, the procession will turn left heading east where the procession will return to Our Lady of Guadalupe Church. The procession for this event will include two pick-up trucks carrying religious images, churros, dancers and approximately 300 participants who will be walking in the nonreligious procession. All religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought.

In order for Our Lady of Guadalupe Church to host this multicultural community event, the City of Irwindale requires a Special Event Permit, a Parade Permit and a Procession or Parade License, which includes a fee of \$4,677.00. Our Lady of Guadalupe Church has paid the required Special Event Permit application of \$150.00 and this permit will be issued prior to the event date.

On November 10, 2022, the Church submitted a Fee Waiver request for the Parade or Procession License fee of \$4,677.00 to make this event possible.

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

In accordance with the approved "City of Irwindale Fee Adjustment Policy." This event qualifies for a fee waiver according to Section I, subsection H. "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community." The Church is a non-profit organization and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

FISCAL IMPACT

The approval of this item will result in a total fee waiver of \$4,677.00.

ATTACHMENTS

- A – Resolution 2022-111-3361
- B – Waiver Request, dated November 10, 2022
- C – Special Event Permit Application
- D – City of Irwindale Fee Adjustment Policy
- E – City of Irwindale Application for Fee Adjustment

RESOLUTION NO. 2022-111-3361

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE
PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE
FIESTA ON DECEMBER 10- 11, 2022**

WHEREAS, Our Lady of Guadalupe Church, the Applicant, submitted a Special Event Permit application to the Community Development Department on October 20, 2022 for City of Irwindale("City") approval of a special event "SEP 14-2022 Our Lady of Guadalupe Fiesta" taking place on Saturday, December 10, 2022 and Sunday, December 11, 2022; and

WHEREAS, the Fiesta is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession, while honoring Our Lady of Guadalupe, also honors and incorporates Aztec and European symbolism and incorporates a procession. The Applicant is required under Irwindale Municipal Code (IMC) Section 10.44.080 "Parade Permit Requirements" to have City Council approval of a parade or procession permit; and

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

WHEREAS, The procession for this event will include two pick-up trucks carrying religious images, churros, dancers and approximately 200 participants who will be walking in the nonreligious procession, and all religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought; and

WHEREAS, the event qualifies for and the City Council desires to waive the \$4,677.00 Procession fee in accordance with the City of Irwindale Fee Adjustment Policy because the Church is a non-profit organization and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

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

SECTION 1. City Council hereby approves the issuance of a parade permit for the special event "SEP 14-2022 Our Lady of Guadalupe Fiesta" procession taking place on December 11, 2022.

SECTION 2. The City Council finds that waiving the Procession License fee of \$4,677.00 for this special event "SEP 14-2022 Our Lady of Guadalupe Fiesta" which includes a procession that serves a valid public purpose of providing a public benefit by supporting cultural, civic and community peace and understanding.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Procession License fee of \$4,677.00.

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

PASSED, APPROVED AND ADOPTED this 17th day of November 2022.

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. 2022-111-3361 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 17th day of November 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

01005.0001/836411.1

Resolution No. 2022-111-3361

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ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

November 10, 2022

Re: Our Lady of Guadalupe Church Fiesta
December 10, 2022 and December 11, 2022

Hello Randy,

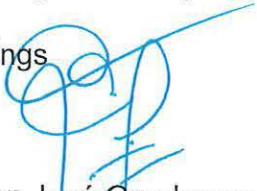
First of all, I want to thank you and the city for all the support that we had received in the past to Our Lady of Guadalupe Catholic Church.

Also, I want to thank you in the name of Our church Communication and information about our request for our annual fiesta in honor to Our Lady of Guadalupe.

The Fiesta is an event to raise funds for the needs of the church - As you know we depend basically in the donations from our parishioners, lately after the pandemic, these donations decreased, so we need to do specials events so we can alleviate the cost of maintenance and repairs.

For this reason, I am requesting to you the possibility of a waive the procession fee of \$4,677.00 - because we are not really a business, but a nonprofit organization, in the name of the community of Our Lady of Guadalupe, we appreciate all the attention you are giving to our request.

Blessings



Deacon José Guadamuz

Special Event Permit Application

City of Irwindale • Community Development Department

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

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

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

Event Information

Name of Proposed Event: OUR LADY OF GUADALUPE CHURCH FIESTA

Location of Event: 16025 EAST CYPRESS STREET, IRVINDALE CA 91706

Event Date(s) and Event Hours: DECEMBER 10TH 8:00 AM ~ 11:00 PM, DECEMBER 11TH 8:00 AM TO 11:00 PM

On-site Contact(s): Fr. HECTOR WILLIAM RODRIGUEZ

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)

CARNIVAL, RIDES, FOOD BOOTHS, GAME BOOTHS, ETC., PROCESION ON DECEMBER 11TH AT FROM 2:00 TO 4:00 PM

IT WILL START ON OLG CHURCH 16025 EAST CYPRESS STREET, CONTINUE ON IRVINDALE UNTIL CALLE BRECEDA

RIGHT, UNTIL THE TOP, LEFT ON MARTINEZ, LEFT ON IRVINDALE AND LEFT ON CYPRESS TO FINISH AT OLG.

Please list all temporary equipment (e.g. tents, fencing, canopies, stages, seating equipment, carnival rides, ticket booths, food booths, vendor booths, etc.) or temporary facilities (e.g. restrooms, etc.) that will be used in conjunction with this event. (Please indicate the location of all temporary equipment and temporary facilities on the site plan.)

TENTS, STAGE, CHAIRS, CARNIVAL RIDES, TICKET BOOTHS, VENDOR BOOTHS, FOOD BOOTHS, PLOT PLAN ATTACHED

Will there be any type of entertainment (live or recorded)? ☒ Y ☐ N If yes, please provide specific details of the nature of entertainment (e.g. names of entertainers, dates and hours of appearance, etc.) and attach a schedule of events.

MUSIC BANDS, DJ, FOLKORICO DANCERS

Will this event consist of any vendors? ☒ Y ☐ N If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)

FOOD BOOTHS PROVIDED BY CHURCH MINISTRIES

TYPE OF BOOTHS NOTED - NOT PLOT PLAN

Will alcoholic beverages be sold or served during the event? ☐ Y ☒ N If yes, please indicate the date and hour that alcoholic beverages will be available for consumption. (Please indicate the location of all alcoholic beverage booths on the site plan.) N/A

Is there an admission fee to this event? ☐ Y ☒ N If yes, what is the admission fee? _____ Are tickets being sold in advance? ☐ Y ☒ N If yes, please indicate source of ticket sales. N/A

Special Event Permit Application

Is there a parking fee for this event? ☐ Y ☒ N If yes, what is the parking fee? N/A

(Please, attach a detailed plot plan of the parking site. Plan should include lane access and exits.)

Is this event being advertised? ☒ Y ☐ N If yes, please indicate the source of advertisement (e.g. radio, television, newspaper, fliers, etc.) FLIERS

Anticipated daily attendance: APROX. 600

The City of Irwindale requires private security at all special events. Please submit the company name and the proposed security plan for this event. Plan must include security deployment for the event area, parking site, and traffic control.

PRIVATE SECURITY COMPANY

Property Owner Certification

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

Michael T. Davitt, Director Real Estate

Print Name and Title

Signature

3424 Wilshire Blvd, Los Angeles CA 90010

Address

213 637 7273

Phone Number

mtdavitt@la-archdiocese.org

E-mail Address

10-05-2022

Date

Applicant Certification

Any false, misleading or fraudulent statement of material fact in the required application shall be grounds for denial of the application for a special/temporary use permit.

I have used all reasonable diligence in completing this form. I have reviewed the form and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FR. HECTOR WILLIAM RODRIGUEZ

Print Name and Title

Signature

16025 EAST CYPRESS STREET, IRWINDALE CA 91706

Address

626 962 3649

Phone Number

p.william07@yahoo.com

E-mail Address

10-05-22

Date

INDEMNIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

The Applicant here after "Indemnitor" agrees to the following Indemnification clause:

Indemnitor Fr. Hector William Rodriguez shall indemnify, protect, defend and hold harmless the City of Irwindale (City), its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Indemnitor, its officers, agents and/or employees, whether intentional or negligent, (collectively, "Claims") in the performance of this Agreement. In addition to bearing the full cost and expenses of defending the City, the Indemnitor shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs resulting or related to any such Claims.

I HAVE READ AND UNDERSTAND THE ABOVE

W. Hector Rodriguez DATE 11/02/2022

Special Event Permit Application

Minimum Requirement Checklist For SEP Filing

- ☒ 1. Completed Special Event Permit Application – Signed by applicant and property owner.
- ☐ 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).
- ☐ 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
 - Location of all temporary equipment
 - Vendor Locations
 - Parking site (Including lane access and exists)
- ☐ 4. Special Event Application fee. SEP application cannot be accepted and processed until required fee is paid.
- ☐ 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form **BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS**, and to submit the completed form to the California State Board of Equalization.
- ☐ 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at <http://www.irwindaleca.gov/index.aspx?NID=186>.
- ☐ 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit.
LA County Department of Public Health, Environmental Health Division: <http://www.publichealth.lacounty.gov/eh/>

Additional Requirements For Irwindale Speedway & Event Center (aka Irwindale Speedway) Filing

- ☐ 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.
- ☐ 9. Attach a detailed site plan of the event; plan should include the following information (if applicable):
 - The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
 - Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.
- 10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of \$250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

- ☐ 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.
- 12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admissions Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at <http://www.irwindaleca.gov/>.

Cancellation Policy

- 1. Should Event Organizer, for any reason, need to cancel their event; they must provide a written notice of cancellation and must be received in our office no later than ten (10) days prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted.
- 2. Please keep in mind that Permit Fees are non-refundable. It is also possible that fees related to Police, Security, and/or Crossing Guard Services will still be incurred.

Additional Information

- ☐ **The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.**
 - General liability insurance. Permittee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

Special Event Permit Application

- Workers' Compensation with limits of \$1 million (Required if the Insured has paid employees)
- Liquor Liability required if alcohol will be consumed at the event
- The Description of Operations/Locations, etc. section must include the name of, the location of and the date(s) of the proposed special event.
- The Certificate Holder section must reflect:
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
- **Endorsements:** In addition to the certificate of insurance, the City of Irwindale requires an Additional Insured Endorsement page naming "The City of Irwindale, its elected officials, representatives, employees and agents" as additional insured and "The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents." You must provide a copy of the actual endorsement. Listing the City as an additional insured on the COI is not sufficient.
- Policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating "Excellent" or better.

This event may be subject to permits, conditions and requirements imposed by other agencies. The City of Irwindale will not issue a special/temporary permit until all applicable permits from the following agencies have been applied for:

City of Irwindale Building & Safety Department	(626) 430-2205
City of Irwindale Police Department	(626) 430-2244, ext. 241
Los Angeles County Fire Department	(626) 574-0949
Los Angeles County Health Department	(626) 813-3380

Upon review of Applicant's application, the City Manager will impose such fees, terms, conditions and restrictions upon the operation and conduct of the special event or temporary use.

Required Fee With Application Submittal

- ☐ \$150 Irwindale resident SEP application fee.
- ☒ \$150 Non-Profit/Charitable Organization SEP application fee. A Non-Profit/Charitable Organization that holds a valid designation under 26 USC 501(c)(3) or its successor.
- ☐ \$500 SEP application fee if application is submitted 20 days or more in advance of the event.
- ☐ **Late Fee:** If the SEP application is submitted less than twenty (20) calendar days before the event, applicant shall pay an additional fee of \$250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

This section is for City of Irwindale's Use Only.			
File No(s): <u>SEP 14-2022</u>		Permit No.:	
Received By: <u>Randy Silva</u>		Receipt No.: <u>00165901</u>	
Date: <u>10/20/2022</u>		Filing Fee: <u>\$150.00</u>	
Departmental Approvals		Date	
☐ Human Resources/Risk Management	_____	☐ Business License	_____
☐ Building & Public Safety	_____	☐ Police Department	_____
☐ Public Works Engineering	_____	☐ Fire Department	_____
☐ Public Works Services	_____		

Special Event Permit Application



Special Event and Temporary Use Permit
Building and Safety Department checklist

Please provide the following on your site plan.
Answer the questionnaire at the column to the right. Where "YES" is checked, please contact Building & Safety at (626)430-2205. Items below may be subject to City permit approvals and inspections by the local building inspector.

PARKING LAYOUT

Is parking provided?

☒ YES ☐ NO

Requires accessible parking stall(s)

RESTROOM

Permanent restroom facility available for the public?

☒ YES ☐ NO

Requires accessible restroom

Portable restrooms provided?

☐ YES ☐ NO

Requires accessible portable restroom

GRANDSTAND, STAGE, PLATFORM

Elevated more than 30 inches above finished floor or ground?

☐ YES ☒ NO

TENT/CANOPY

Larger than 120 square feet?

☒ YES ☐ NO

Larger than 4,500 square feet?

☐ YES ☐ NO

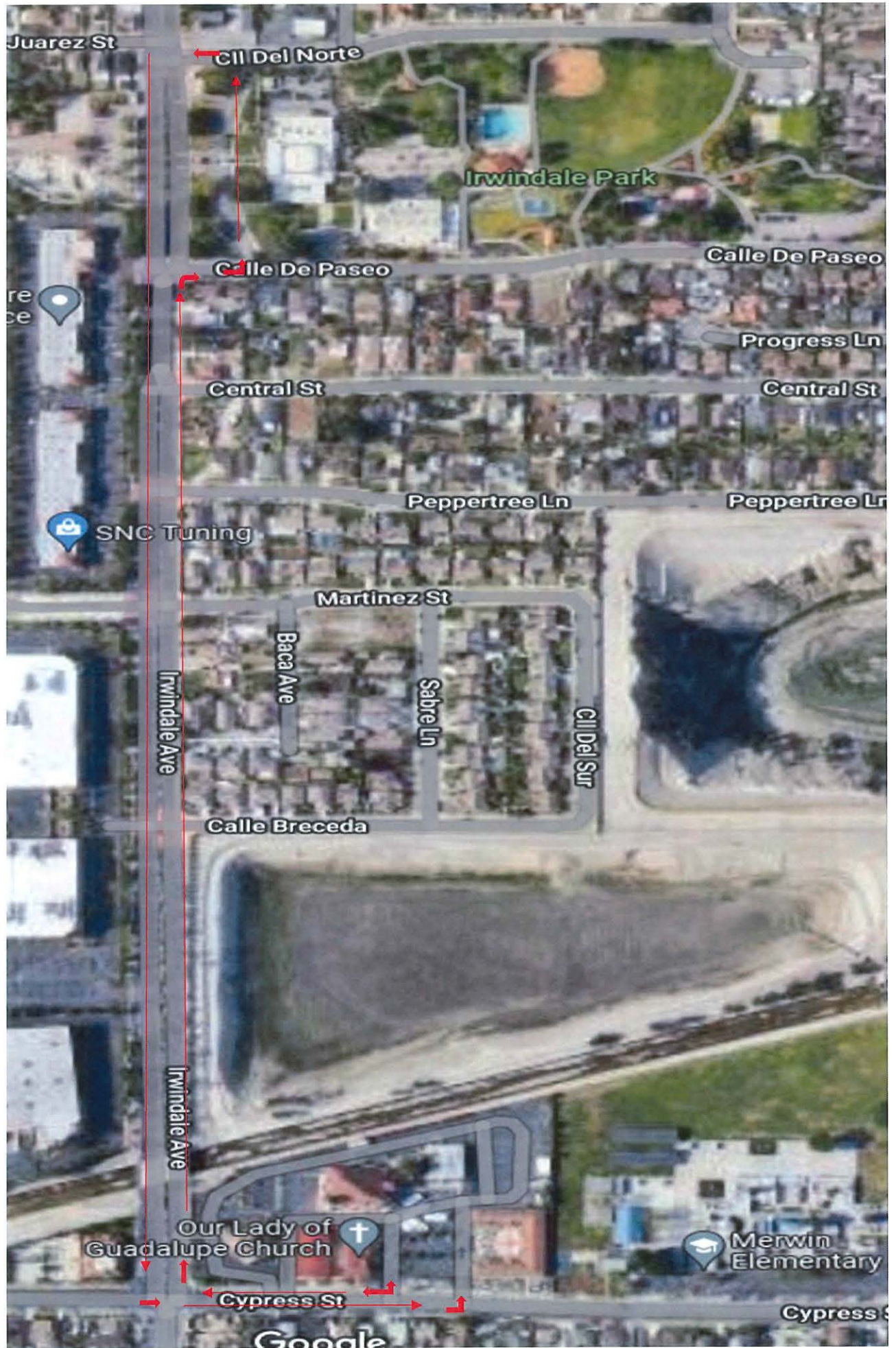
STRUCTURES (I.E. SPEAKERS, CANOPIES, ETC.)

Greater than 12 feet in height?

☐ YES ☒ NO

PLUMBING, ELECTRICAL, MECHANICAL

Any proposed work related to plumbing, mechanical, and/or electrical? ☐ YES ☒ NO



PARISH HALL/ Boutique and Bingo

Lourdes Lopez	English Ministries	Adoración Nocturna	Divina Misericordia	Lecgores/Monitores	Asociación Guadalupeana	Mov. Familiar - Caballeros de Colon
Rifa 7	Pazzas - Hot dogs- Snacks 6	Elotes / Esquite 5	Tamales - Champurrado 4	PUPUSAS 3	Tacos de papa/ Pozole 2	Tacos de Asada/Pollo 1

Tables and Chairs

Tickets booths

Volunteers /Security
R.E. Volunteer

Aguas Frescas-sodas
8

STAGE - MUSIC

City of Irwindale Fee Adjustment Policy

The City of Irwindale would like to encourage investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City. To achieve this goal, the City is implementing this Fee Adjustment Policy to provide cost reduction for those non-profit organization applicants, which are taking action to improve and develop their properties and/or the community. Additionally, the City would like to encourage individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish certain improvements, such as adjustments to applicable permit fees. This policy is based on the premise that, in exchange for improvements to property, the community and structures within the City, the City may provide relief from some of the costs associated with building improvements, developments and community events occurring in the City.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of encouraging community events, building improvements and development in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council pursuant to the criteria in this Policy:

- A. Building permits
- B. Plan check fees
- C. Conditional use permit
- D. Development permits
- E. Electric permit
- F. Plumbing permit
- G. Grading permit
- H. Any other fee the City may deem necessary to achieve the stated goals of this Policy

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who directly or indirectly invest money in the City, when such waiver or reduction would serve a public purpose. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be:
 - a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
 - b. Property owners or prospective owners within the City.
2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

- a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:
 - i. Supports civic or community programs for the City's residents, or businesses;
 - ii. Provides financial assistance to the City's residents or businesses; or
 - iii. Improves the condition of property or availability of affordable housing within the City.
- b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:
 - i. health care;
 - ii. counseling services;
 - iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
 - iv. affordable housing;
 - v. transportation needs of residents or employees; or
 - vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

An individual or organization wishing to be considered for a fee waiver or adjustment should complete a fee adjustment application and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and processed along with the permit application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**City of Irwindale
Application for Fee Adjustment**

Property Owner Our Lady of Guadalupe Church

Address 16025 E. Cypress Street, Irwindale CA 91706

Phone (626) 962 -3649

Location of property to be improved/developed: _____

Name and description of organization (if applicable):

Our Lady of Guadalupe Church

Improvement or development to the property:

Fee(s) requesting to be waived:

License fee for a parade or procession \$4,677.00.

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item C-B

Date: November 17, 2022
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Award of Contract for Architectural Design Services for Plans, Specifications and Cost Estimate for a New Public Library; P-1044

City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-88-3338 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CHANGING THE NAME AND PROJECT ACCOUNT NAME OF THE LIBRARY EXTENSION/REMODEL PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, APPROVING THE AWARD OF CONTRACT TO CWA AIA, INC. IN THE AMOUNT OF \$927,438 PLUS A 15% CONTINGENCY IN THE AMOUNT OF \$139,116 FOR ARCHITECTURAL DESIGN SERVICES FOR PLANS, SPECIFICATIONS AND COST ESTIMATE FOR A NEW PUBLIC LIBRARY, AND APPROVING THE TRANSFER OF \$2,016,645.50 FROM THE RECREATION/LIBRARY BUILDING IMPROVEMENTS PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT."

Administrative Action:

Submitted by:

Arsanious Hanna, Director of Engineering/Building Official

Electronically Approved

Prepared by:

Luis Pimentel, Assistant Engineer
(626) 430-2259



Reviewed by:

Adrian R. Guerra, City Attorney

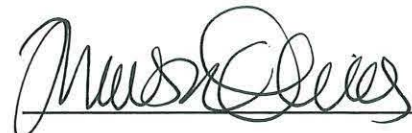
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Theresa Olivares, Assistant City Manager



Background and Analysis:

On July 9, 2019, staff issued Requests for Proposals (RFP) for professional design services for the preparation of plans, specifications and cost estimates (PS&E) for the Irwindale Public Library Extension Project. Staff evaluated each proposal received and ranked each consultant based on technical competency, project understanding, experience, staff qualifications and availability, and history. Staff determined CWA, AIA Inc. was the most qualified firm for the project, and recommended awarding the contract for design services to them.

On August 14, 2019, the City Council awarded the contract for professional design services for the Irwindale Public Library Extension Project to CWA AIA, Inc.

During the preliminary design phase of the Irwindale Public Library Extension Project, it was requested by administration to look for possible alternative sites for a new standalone library facility. Multiple locations were considered and discussed for the new facility and at the March 9, 2022 City Council meeting, Council approved the recommended location of the new standalone facility in the open grass area west of the current library.

Since the scope of work for this project changed from a building extension to a new facility, staff changed the name of the project from the "Library Extension Project" to the "City of Irwindale Public Library Improvement Project". Staff also needed to prepare and send out an RFP for the architectural design services for plans, specifications and estimate for the new library facility.

On April 19, 2022, staff issued a Request for Proposal (RFP) for the architectural design services for PS&E for a new public library. Staff received proposals from three (3) architectural firms on May 10, 2022 but due to scheduling conflicts within the city, the award of contract was postponed. In November 2022, staff reached out to the 3 architectural firms to request an updated proposal with the following results:

PROPOSALS FOR ARCHITECTURAL DESIGN SERVICES FOR THE PS&E FOR THE NEW PUBLIC LIBRARY		
CONSULTANT	RANKING	FEE PROPOSAL
CWA AIA, Inc.	1	\$927,438
PLUMP Engineering, Inc.	2	\$969,174
COAR Design Group	3	\$974,342

Staff evaluated the proposals from each consultant based on technical competency, project understanding, experience, staff qualifications and availability. CWA AIA, Inc. was determined to be the most qualified for the project and staff recommends awarding the architectural design contract for the new public library to them.

Fiscal Impact:

Funding for these Capital Improvements Program (CIP) Projects are currently budgeted in the FY 2022/2023 Adopted Budget as follows:

CIP Project No. 8228 - Recreation/Library Building Improvements	\$3,022,370.50
CIP Project No. 8230 - Library Extension/Remodel Project	\$ 335,526.75

With Resolution 2022-88-3338, staff is requesting a budget transfer of \$2,016,645.50 from CIP Project No. 8228 to 8230, and change CIP Project No. 8230 name from Library Extension/Remodel Project to the City of Irwindale Public Library Improvement Project.

This change will consolidate all the funding for the new library under one CIP Project number and provides sufficient funding for the Architectural design services for the PS&E for the City of Irwindale Public Library Improvement Project. This Project is funded by the General Fund under Account Number 48-80-800-45200-8230.

Additionally, the city has been awarded \$500,000 in targeted grant funding in AB 179 through the assistance of Assemblywoman Rubio. The City anticipates receiving these funds by the end of 2022 and will utilize these funds to pay for the services rendered by CWA AIA, Inc.

Attachments:

- Contract Agreement for Architectural Design Services
- Resolution 2022-88-3338

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
CWA AIA, INC.
FOR
ARCHITECTURAL DESIGN SERVICES FOR PLANS, SPECIFICATIONS AND COST
ESTIMATE FOR A NEW PUBLIC LIBRARY; P-1044**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 17th day of November, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and CWA, AIA Inc., 320 Arden Avenue, Suite 210, Glendale, CA 91203 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Nine Hundred Twenty Seven Thousand Four Hundred Thirty Eight and 00/100 Dollars (\$927,438.00)** ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to fifteen percent (15%) of the Contract Sum but not exceeding a total amount of One Hundred Thirty Nine Thousand One Hundred Sixteen and 00/100 Dollars (\$139,116) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of

the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Stephen E. Finney, AIA is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Ms. Theresa Olivares [or such person as may be designated by the Assistant City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for

the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement

which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly

authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Theresa Olivares, Assistant City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

CWA, AIA Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

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

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 _____, 2022 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

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 _____, 2022 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

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A.** Schematic Site planning including review of existing parking uses/requirements for the surrounding Public Buildings.
- B.** Provide a Geotechnical Report for the proposed site.
- C.** Provide an ALTA/Site Survey of the area including utilities as available from the City and Providers.
- D.** Set up programming for the library building and help designate areas within the library for functionality and uses.
- E.** Architectural Services for a two-story design solution.
- F.** Interior Design Services including selection of interior Finishes, Furnishings and Fixtures/Casework.
- G.** Design services for Structural, Civil, Mechanical, Electrical and Plumbing Engineering.
- H.** Plans for grading and drainage of site and striping and signage for the new parking lot.
- I.** Low Voltage Design including Security, Telecommunications, Data and cabling.
- J.** Design services for Audio/Visual Systems.
- K.** Graphics and Signage Design and bid package.
- L.** Cost Estimating, Preliminary Estimate and at 100% Construction Documents.
- M.** Design services for Fire-Life Safety systems.
- N.** Landscape Architecture for the area surrounding the Library.
- O.** Technical Specifications for the Project.
- P.** Two Renderings and all building elevations of the Library.
- Q.** Provide technical support during the construction bid process and post bid evaluation process, including answering bidder's questions, evaluation of the lowest responsible bidder, qualifications and references, and the overall integrity of their bids. Provide technical support to the City's Contract Administrator during the construction period to:

- a. Answer questions from City staff concerning the project's design, plans and specifications, both over the phone and at the project site.
- b. Prepare detailed drawings as needed for clarification of the design documents and contractor's Request for Information.
- c. Review contractor's submittals during construction.
- d. Perform field observation during construction
- e. Review contractor's Request for Change Order

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

- A.** Plans, specifications and cost estimates for new library facility in printable format.

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

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

SCHEDULE OF COMPENSATION

Task 1	Conceptual Design	\$55,646
Task 2	Schematic Design	\$102,018
Task 3	Design Development	\$176,213
Task 4	Construction Documents	\$380,249
Task 5	Bidding and Plan Check	\$18,549
Task 6	Construction Observation	\$176,213
Task 7	Project Close Out	\$18,549
Total		\$927,438

Proposal Cost Breakdown

Hourly Rates of all personnel assigned to the project. These rates will be used for performing additional work outside the official scope of the project.

Architectural – CWA AIA, Inc.:

Principal	\$185.00
Director of Discipline	\$175.00
Project Architect/Project Manager	\$115.00
Architect/Job Captain	\$90.00
Interior Designer	\$90.00
Construction Manager	\$90.00
Senior Draftsperson	\$80.00
Draftsperson	\$75.00
Junior Draftsperson	\$65.00
Clerical	\$65.00
Consultant	Cost Plus 10%

Structural – WIN Structural Consultants:

Principal	\$330.00
Associate Principal/Consultant	\$290.00
Project Management Consultant	\$275.00
Staff Consultant	\$250.00
Senior Staff Engineer	\$235.00
Staff Engineer	\$205.00
Project Engineer	\$191.00
Senior Drafter (BIM Technician)	\$211.00
Drafter	\$179.00
Project Administrator	\$140.00
Engineering Aid	\$118.00

Mechanical /Plumbing – The Sullivan Partnership Inc.:

Principal	\$200.00
Engineer	\$150.00
Senior Associate	\$125.00
Associate	\$100.00
Drafter	\$90.00

Electrical/Telecomm/Low Voltage - OMB Electrical Engineers, Inc.:

Principal	\$275.00
Associate/Supervising Engineer	\$220.00
Commissioning Engineer	\$210.00
Project Engineer	\$200.00
Project Manager	\$190.00
Senior Designer	\$180.00
Designer	\$160.00
Commissioning Specialist	\$150.00
BIM/Revit	\$130.00
Drafter	\$120.00
Clerical	\$100.00

Civil - Barbara L. Hall, Inc.:

Principal Civil Engineer	\$168.00
Project Manager	\$155.00
Structural Engineering	\$165.00
Assistant Civil Engineer	\$150.00
Designer	\$108.00
Draftsman	\$98.00
Research Technician	\$72.00

Landscaping - TCLA, Inc.:

Managing Principal	\$175.00
Principal In Charge	\$140.00
Project Manager	\$125.00
Job Captain	\$95.00
Administrative Staff	\$70.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$ 927,438 as provided in Section 2.1 of this Agreement.
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services or for one (1) year from the date hereof, whichever comes first. The term of this agreement can be extended with for a twelve-month period with written notice issued by the Director of Engineering/Building Official.

RESOLUTION NO. 2022-88-3338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CHANGING THE NAME AND PROJECT ACCOUNT NAME OF THE LIBRARY EXTENSION/REMODEL PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, APPROVING THE AWARD OF CONTRACT TO CWA AIA, INC. IN THE AMOUNT OF \$927,438 PLUS A 15% PROJECT CONTINGENCY IN THE AMOUNT OF \$139,116 FOR ARCHITECTURAL DESIGN SERVICES FOR PLANS, SPECIFICATIONS AND COST ESTIMATE, AND APPROVING THE TRANSFER OF \$2,016,645.50 FROM THE RECREATION/LIBRARY BUILDING IMPROVEMENTS PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT

WHEREAS, in August 2019, the Irwindale City Council awarded the contract for professional design services for the Irwindale Public Library Extension Project; and

WHEREAS, during preliminary design, administration requested alternative sites for a new standalone library facility be considered; and

WHEREAS, at the March 9, 2022 City Council meeting, Council approved new location for the library facility; and

WHEREAS, the scope of work for the project has changed such that a change in project title and the account name for the project from Library Extension/Remodel Project to City of Irwindale Public Library Improvement Project is required; and

WHEREAS, on April 19, 2022, staff issued a Request for Proposals (RFP) for the architectural design services for plans, specifications and cost estimate for a new public library. Staff received proposals from three (3) architectural firms on May 10, 2022 but due to scheduling conflicts within the city, the award of contract was postponed. In November 2022, staff reached out to the 3 architectural firms to request an updated proposal; and

WHEREAS, based on an evaluation of the proposals from each consultant based on technical competency, project understanding, experience, staff qualifications and availability, CWA AIA, Inc. was determined to be the most qualified for the project; and

WHEREAS, the costs for design of plans, specifications and estimate for the new library facility is approximately \$1,070,000, exceeding the budgeted amount; and

WHEREAS, a transfer of the \$2,016,645.50 balance from the Recreation/Library Building Improvements Project is requested to cover the costs for design of plans, specifications and estimate for the new library facility,

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

SECTION 1. The City Council hereby approves the change of project name and change of the project account name from Library Extension/Remodel Project to City of Irwindale Public Library Improvement Project.

SECTION 2. The City Council hereby approves the award of contract to CWA AIA, Inc. in the amount of \$927,438 for architectural design services for plans, specifications, and cost estimate for a new public library, attached hereto as Exhibit "A," and authorizes the Assistant City Manager to execute the same. The City Council also approves, as part of the contract, a 15% Project contingency in the amount of \$139,116.00 to cover any unforeseeable changes that may arise during project design.

SECTION 3. The City Council hereby approves the transfer of \$2,016,645.50 from the Recreation/Library Building Improvements Project to the City of Irwindale Public Library Improvement Project budgeted account.

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

PASSED, APPROVED and ADOPTED this 17th day of November 2022.

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. 2022-88-3338 as duly adopted by the City Council of the

City of Irwindale, at a regular meeting held on the 17th day of November 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: November 17, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: The Applicant is requesting a Site Plan and Design Review (DA) for the construction of a ±129,830 square-foot concrete tilt-up building and associated parking located at 4416 Azusa Canyon Road. (APN: 8417-004-006)

City Manager's Recommendation:

That the City Council consider the Planning Commission's Resolution Nos. 813(22) and 814(22) recommending the City Council adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) and approve Site Plan & Design Review (DA) No. 04-2020 to allow the development of a ±129,830 square-foot concrete tilt-up building and associated parking located at 4416 Azusa Canyon Road; and

Adopt:

- 1) **Resolution No. 2022-109-3359**, entitled "A RESOLUTION OF THE CITY COUNCIL CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE MITIGATED NEGATIVE DECLARATION (MND) AS AMENDED BY THE IMPOSITION OF A SUBSTITUTE MITIGATION MEASURE, AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE FEET FOR PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT"; and
- 2) **Resolution No. 2022-110-3360**, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2020 FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE-FEET FOR THE PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT."

Administrative Actions:

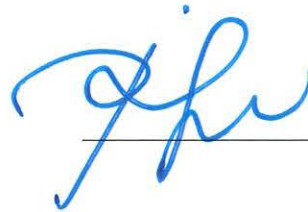
Submitted by:

Marilyn Simpson, AICP, Community Development
Director
(626) 430-2209

Electronically Approved

Prepared by:

Brandi Jones, Senior Planner

A handwritten signature in blue ink, appearing to be 'B. Jones', written over a horizontal line.

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

A handwritten signature in blue ink, appearing to be 'K. Borhani', written over a horizontal line.

Approved by:

Julian A. Miranda, City Manager

A handwritten signature in blue ink, appearing to be 'Julian A. Miranda', written over a horizontal line.

REQUEST

The Applicant is requesting a Site Plan and Design Review (DA) for the construction of a ±129,830 square-foot concrete tilt-up building and associated parking located at 4416 Azusa Canyon Road, within the City of Irwindale.

BACKGROUND/HISTORY

Based on a review of historical information, the project site appears to have been used as an orchard from at least 1928 until around 1952, when the site became vacant. The current main building was constructed in 1956 and was used by PepsiCo as a bottling plant. The site is presently developed with one building of approximately 62,713 square feet in the western half of the site, a large metal shed north of the building, and a loading dock and large truck yard on the eastern portion of the site (LACOA 2021). The building is a single-story structure of concrete tilt-up construction on a concrete slab floor. The bottling plant ceased operation in December 2020 and the site has remained vacant.

PLANNING COMMISSION REVIEW

On February 16, 2022, the Planning Commission conducted a duly noticed public hearing, closed the public hearing, and requested staff to provide more information on the traffic study and continued the meeting to a date uncertain. The transportation analysis from the technical appendices of the Mitigated Negative Declaration (MND) was routed to the Commissioners on February 17, 2022. The Commissioners also inquired about the difference between the preparation of the MND for the project instead of an Environmental Impact Report (EIR). In addition, the applicant team has taken Commissioner feedback from the February 16, 2022 public hearing and proposed some design changes. The full report, as presented during the February 16, 2022 Planning Commission meeting, is available on the project's dedicated webpage of the City website and attached as Attachment H. On March 16, 2022, the Planning Commission hearing was cancelled. On May 18, 2022, the Planning Commission conducted a duly noticed public hearing, closed the public hearing, and continued the meeting to a date uncertain.

Another public hearing notice for this item before the Planning Commission was appropriately reposted on September 8, 2022 and republished per the IMC requirements on September 9, 2022.

On September 21, 2022, the Planning Commission conducted a duly noticed public hearing on the MND and SP&DR(DA) No. 04-2020. Following Staff's presentation, the Planning Commission opened the hearing for public comment, closed the hearing, and deliberated on the merits of the project. Following deliberation, the Planning Commission voted 3 – 2, to adopt Planning Commission Resolution Nos. 813(22) and 814(22), recommending approval of the MND as amended, and Site Plan and Design Review to the City Council. Staff was also directed by the Planning Commission to coordinate a meeting with the applicant and neighboring property owner, Decore-ative Specialties to further discuss traffic concerns and other related issues.

Meeting Coordination

Prior to the Planning Commission's direction to schedule a meeting with the applicant and the adjacent property owner (Decore-ative Specialties); Staff had already initiated this process. The most recent attempts to meet began around June 2022. Staff, along with the City Attorney's office met with the attorney representative of Decore-ative Specialties in an effort to resolve their concerns before the Project was taken to the Planning Commission for review in September.

Decore-ative Specialties expressed concerns over different aspects of the project, which were previously addressed in Staff's and the Consultant's analysis of the Project. Copies of the emails submitted by Decore-ative Specialties detailing their concerns are attached as Attachment K. Concerns also arose about traffic impacts on the private road, which is owned by Decore-ative Specialties. The private road extends eastward from the intersection of Azusa Canyon Road and Los Angeles Street and provides access to their property as well as the subject property. A recorded easement allows for the Applicant's shared usage of the private road. During this time, Decore-ative Specialties contracted with a traffic consultant to prepare their own analysis and propose an alternative design. Over several months, Staff inquired about the status of the analysis but only received a draft copy on September 20, 2022, the day before the Planning Commission hearing.

Over the past few months, Staff has made multiple attempts to offer meeting opportunities with all parties; understanding that getting large groups together can be challenging. Meeting requests would be made by providing a range of dates via email to get a consensus. When that failed, staff used the "Doodle" online scheduling tool, which makes coordinating large groups easier. From October 3, 2022 to October 20, 2022, twenty-five (25) meeting opportunities were presented. Staff, the Applicant and the consultants made themselves available for many of the suggested timeslots. It was important that the adjacent property owner and their representatives were available, but there were often scheduling conflicts. In the end, their availability was limited to October 20, 2022 from 8:30am to 10am; and that is when the meeting took place.

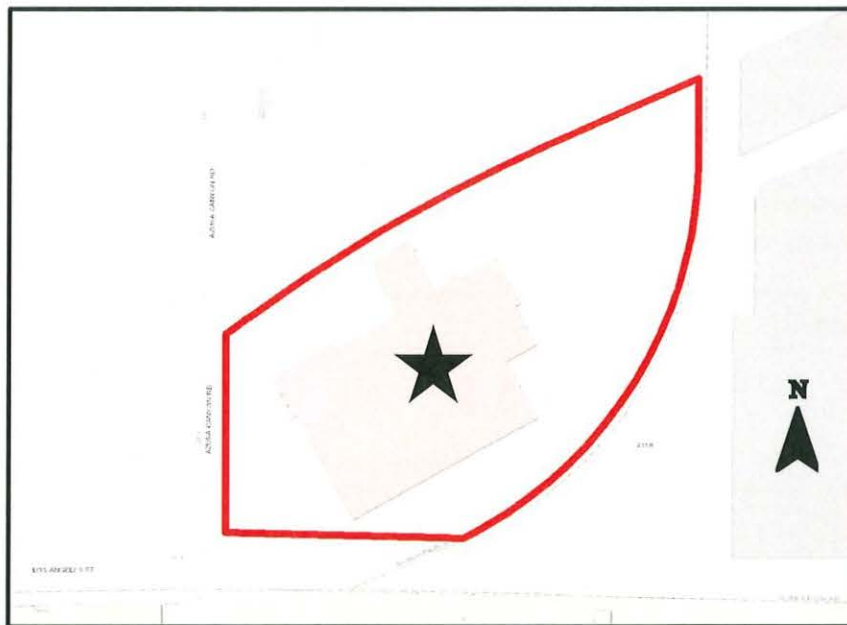
As a result of these discussions, the City's environmental and traffic consultants met with Staff and decided to prepare an Access Sensitivity Analysis. The analysis, attached as Attachment I, assesses revised project access, which will further address concerns about private road traffic, circulation and safety. Based on the Access Sensitivity Analysis, Condition of Approval No. D.11 by Public Works/Engineering has been added:

Driveway No. 1 located on Azusa canyon Road, northerly of the Intersection of Azusa Canyon Road and Los Angeles Street shall be constructed to allow right turn in and right turn out only access. It shall be constructed at a minimum of 40 feet wide or wider as approved by the by the Director of Engineering to allow for safe commercial truck traffic circulation.

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Business Park. The property is currently zoned M-1 (Light Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Industrial Businesses	M-2, Heavy Manufacturing
South	Industrial Businesses	M-2, Heavy Manufacturing
East	Industrial Businesses	M-2, Heavy Manufacturing
West	Public Works Yard & Olive Pit	M-1, Light Manufacturing & Q, Quarry



ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act, the City of Irwindale prepared an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. Based on the Initial Study and subsequent analysis, staff, based on a determination and recommendation by environmental consultants PlaceWorks and Urban Crossroads, has determined that the project as proposed qualifies for a Mitigated Negative Declaration according to the California Environmental Quality Act (CEQA), pursuant to Section 15074 of the CEQA Guidelines.

Specifically, the impacts of the proposed project would be mitigated to less-than-significant levels with the implementation of the Mitigation Measures for the following areas:

- Air Quality
- Cultural Resources

- Geology and Soils
- Hazards and Hazardous Materials
- Transportation
- Tribal Cultural Resources
- Mandatory Findings of Significance

The Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are on file in the Community Development Department/Planning Division, City Hall and the Irwindale Public Library. The IS/MND (Attachment H) was posted and circulated for the required thirty (30) days for public review and comments (December 21, 2021 through January 19, 2022). (A copy of the above referenced documents are posted on the City's website at <https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>).

The specific details of the mitigation methods are included in the Mitigation Monitoring and Report Program (MMRP).

A total of four (4) letters were received during the comment period. These comments were provided by: State of California Department of Transportation (Caltrans), Los Angeles County Sanitation District, Lozeau Drury, LLP and Teamsters Local Union No. 396. The comment letters and responses to comments have been included in the MND. Two additional letters from Lozeau Drury, LLP were received after the comment period on February 16, 2022 and March 16, 2022.

Additionally, PlaceWorks and Urban Crossroads, the environmental consultants that prepared the MND and MMRP for the project, have prepared detailed responses (Attachment O and Attachment P) to the letters dated February 16, 2022 and March 16, 2022 from Lozeau Drury, LLP. The letters assert that the IS/MND does not adequately analyze and mitigate air quality, greenhouse gas, hazards and hazardous materials, and transportation impacts and requests the preparation of an EIR.

The responses prepared by PlaceWorks address each area of concern to fully disclose potential environmental impacts and mitigation measures, which reduces impacts to less than significant levels. It is the professional assessment and recommendation of PlaceWorks that an EIR is not required for this project. PlaceWorks has thoroughly analyzed the project and potential impacts and has determined that the Mitigation Measures and Conditions of Approval will avoid impacts to a point where no significant impacts on the environment would occur, therefore a Mitigated Negative Declaration was prepared for the project.

The Response to Comments (Attachment H), dated February 2022 was updated in November 2022. The IS/MND also contains revised sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.

In accordance with CEQA Regulation 15074.1, as a result of the public review process for a proposed Mitigated Negative Declaration, the lead agency may conclude that certain mitigation measures identified in the MND are infeasible or otherwise undesirable. Prior to approving the project, the lead agency may delete those mitigation measures and substitute for them other measures, which the lead agency determines are equivalent or more effective.

Prior to substituting for a mitigation measure, the lead agency is required to (1) hold a public hearing on the matter, which may be combined with the hearing to consider the project; and (2) adopt a written finding that the new measure is equivalent or more effective in mitigating or avoiding potential significant effects and that it in itself will not cause any potentially significant effect on the environment. In that instance, no recirculation of the MND is required.

The Transportation Analysis for the proposed project (Appendix I of the IS/MND) included recommended improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The improvements address potential safety concerns in conjunction with the proposed off-site traffic signal at this intersection. These recommendations were included as Mitigation Measure T-1 in the December 2021 IS/MND.

The concept design for the intersection at Azusa Canyon Road and Los Angeles Street has been updated since the publication of the IS/MND. The updated concept plans are shown in Appendix 4 of the MND and include two alternative designs.

In comparison to the original design, neither of the design alternatives would restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road. However, restriction of on-street parking on the east side of Azusa Canyon Road, north of Los Angeles Street, would still be required. Under the original design, new crosswalks on the east and west leg of the intersection were proposed. For the two alternatives shown in Appendix 4:

- Alternative 1 would require a crosswalk on the east and west leg of the intersection, similar to the original design. This alternative also includes a curb “bulb-out” at the southeast corner of the intersection. This improvement allows the parking along the south side of Los Angeles Street to be preserved.
- Alternative 2 would require a crosswalk on the east, west, and south leg of the intersection.

Under existing conditions, there is only one crosswalk on the north leg of the intersection.

Mitigation Measure T-1¹

Prior to the issuance of occupancy permits, the project applicant shall submit final improvement plans for the Azusa Canyon Road/Los Angeles Street intersection, including

¹ ~~Strikeout~~ text to indicate deletions and underlined text to signify additions.

the new traffic signal and crosswalk striping. The plans shall be submitted to and approved by the City's Public Works Department. The plans shall: provide the following improvements at the intersection of Azusa Canyon Road and Los Angeles Street:

- ~~A new crosswalk on the east leg of the intersection.~~
- Include new crosswalks (as shown in the two alternatives in Appendix 4 [final alternative pending selection]) as follows:
 - Alternative 1 – north, west and east legs of the intersection
 - Alternative 2 – north, west, and south legs of the intersection
- ~~Restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road, within 150 feet of the intersection.~~
- ~~Restrict~~ Include on-street parking restriction on the east side of Azusa Canyon Road, north of Los Angeles Street, within 150 feet of the intersection.
- Demonstrated compliance with required ~~Review~~ sight distance and other safety considerations.

Mitigation Measure T-1 includes updated concept designs for the proposed improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The proposed revisions do not represent substantive project changes with respect to CEQA. These changes would not result in any physical change to the environment and would not alter the impact analysis as included in the Initial Study for the proposed project. Additionally, Mitigation Measure T-1, as modified, is as effective as the mitigation measure included in the December 2021 IS/MND, because the new measure will avoid or reduce any potentially significant safety impacts to motorists and pedestrians to at least the same degree as the previous measures by the design of an off-site traffic signal including the required striping and crosswalks at the intersection. Moreover, because there is no change to the environment nor would it alter the impact analysis, the new mitigation measure does not cause any potentially significant effect. Therefore, the proposed revisions to the IS/MND would not meet the conditions pursuant to CEQA Guidelines 15073.5, Recirculation of a Negative Declaration Prior to Adoption, that would constitute a substantial revision requiring recirculation of the IS/MND.

Transportation

Pursuant to City Council Resolution No. 2020-53-3163, wherein the City Council of the City of Irwindale adopted "Vehicle Miles Traveled" thresholds of significance for purposes of analyzing transportation impacts under CEQA Guidelines section 15064.3, Urban Crossroads conducted a transportation analysis as part of the analysis of the project within the MND. CEQA Guidelines Section 15064.3 identifies vehicle miles traveled ("VMT") — meaning the amount and distance of automobile travel attributable to a project — as the most appropriate metric to evaluate a project's transportation impacts.

Pursuant to the Office of Planning and Research ("OPR") Technical Advisory on Evaluating Transportation Impacts in CEQA, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact. The Project was analyzed to generate or attract fewer than 110 trips per day, thus VMT analysis was screened out due to a presumption of less than significant impacts.

However, the City of Irwindale's Policy Guidelines for Traffic Impact Reports requires that projects undergo a Level of Service ("LOS") analysis. Urban Crossroads estimated vehicle trips based on data from the ITE (Institute of Transportation Engineers) Trip Generation Manual, a nationally recognized source for estimating land use-specific trip generation, which is listed as a fundamental requirement within the City's Policy Guidelines for Traffic Impact Reports. To account for the effects of truck traffic in the traffic analyses, vehicle mix data from the City of Fontana Truck Trip Generation Study was utilized to generate estimated truck trips.

The transportation analysis report found that improvements were needed at two intersections—Azusa Canyon Road/Los Angeles Street and Azusa Canyon Road/Arrow Highway—to provide an acceptable level of service at these locations. The recommendations and conditions of approval include contributions on a fair-share basis to address existing deficient operations (see Appendix I). The proposed signal control improvement at Azusa Canyon Road/Arrow Highway is based on the Project's fair share of impacts, calculated to be 9%, with the Applicant agreeing to contribute \$550,000 to the new traffic signal. The Project is estimated to impact the Azusa Canyon Road/Arrow Highway intersection on a fair share basis of 2%, with the Applicant agreeing to contribute its fair share amount to the lane configuration and traffic signal phasing modification improvement. It is the professional assessment and recommendation of Urban Crossroads that these mitigation measures will reduce any impacts to less than significant levels and will significantly improve the existing levels of service at the intersections. These improvement requirements are incorporated in the Conditions of Approval.

Additionally, a project Condition of Approval requires that any proposed tenant(s) provide a site-specific trip generation technical memo demonstrating that the business will not exceed the maximum limit of allowable trips as studied by the transportation analysis. The condition also states that the City will regularly and continually monitor the actual trips generated by the project and enforce the maximum limit of allowable trips. The owner/applicant shall be solely responsible for all costs related to analyses, peer review, monitoring and enforcement.

Staff has been informed that Rexford Industrial Realty has been granted an ingress-egress easement for a portion of the property directly adjacent to the Project by Lansford Development, owners and operators of the onsite business Decore-ative Specialties, as well as owners of the property at 4414 Azusa Canyon Road, known as Assessor's Parcel No. 8417-004-007.

The easement is 63.5 feet wide having the north line of the easement adjoining the south line of Assessor's Parcel 8417-004-006. The easement begins at the easterly right-of-way of Azusa Canyon Road and terminates easterly at the curve on the westerly rail road right-of-way, identified as Assessor's Parcel 8417-004-907.

Access Sensitivity Evaluation

On November 9, 2022, Staff received the Access Sensitivity Evaluation prepared by the traffic consultant, Urban Crossroads. The purpose of this evaluation is to assess revised project access, specifically limiting Driveway 1 access to Azusa Canyon Road to right turn in/out only access. The proposed Project land use is unchanged from the land use evaluated in the primary traffic study report previously prepared. The key change being explored in this access sensitivity evaluation is a change to the project access. Driveway 1 provides access to/from Azusa Canyon Road and is assumed to provide right turn in/out only access for purposes of this sensitivity evaluation. Driveway 2 and Driveway 3 provide full access to the project site from the Private Road that is the extension of Los Angeles Street east of Azusa Canyon Road. Separate passenger car and large truck trip distributions have been developed for purposes of this sensitivity evaluation. Based on the project access sensitivity evaluation, the project access at Driveway 1 can be restricted to right turn in/out only access without changing the previous recommendations and conclusions.²

SITE PLAN AND DESIGN REVIEW

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Development Standards

Development Standard	Minimum Requirement	Project Proposal
Front Yard Setback	20'-0"	69'-0" – 105'-0"
Side Yard Setback	20'-0"	25'-0" – 160'-0"
Rear Yard Setback	N/A	48'-5" – 108'-11"
Floor Area Ratio (F.A.R.)	1.0:1.0	0.52:1.0
Building Height³	35'-0"	39'-0"
Landscaping	10%	11%
Parking	116	123
Truck/Trailer Parking	N/A	N/A

² Waters, C. (2022). *Azusa Canyon Road Warehouse Access Sensitivity Evaluation*. <https://www.irwindaleca.gov/DocumentCenter/View/7933/4416-Azusa-Canyon-Road-Warehouse-Access-Sensitivity-Evaluation-11-09-2022>.

³ Per IMC Subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure.

Project Description

The proposed project is for the construction of a ±129,830 square-foot speculative concrete tilt-up building and associated passenger vehicle parking. The building consists of ±9,160 square feet of office, ±17,000 square feet of manufacturing and ±103,670 square feet of warehousing. The property has a gross square footage of 256,664 square feet (5.89 acres) and a net square footage of 251,096 square feet (5.76 acres). There is a required street dedication (Attachment "D") along Azusa Canyon Road of 5,568 square feet (0.13 acres). At this time, there is no prospective user.

Tribal Consultation

On May 10, 2021, the following tribes were notified pursuant to AB 52:

Gabrieleno Band of Mission Indians–Kizh Nation
Gabrieleno/Tongva San Gabriel Band of Mission Indians
Gabrielino/Tongva Nation
Gabrielino/Tongva Indians of California Tribal Council
Gabrielino-Tongva Tribe
Santa Rosa Band of Cahuilla Indians
Soboba Band of Luiseno Indians

Three (3) responses were received. The Gabrielino/Tongva Indians of California Tribal Council requested that the tribe be notified if prehistoric materials or burial remains are found during construction. If burial remains are found, the tribe wants to engage in formal consultation. The Gabrieleno Band of Mission Indians–Kizh Nation provided tribal archive information identifying the high cultural sensitivity of the project site. To avoid impacting or destroying tribal cultural resources that may be inadvertently unearthed during the project's ground disturbing activities the tribe provided the City with measures to mitigate or avoid a significant effect on tribal cultural resources. The Santa Rosa Band of Cahuilla Indians responded that the tribe did not have any comments.

Building Design/Design Guidelines

The proposed project is a single-story building located on the former PepsiCo Bottling plant. The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

The building incorporates tower elements as focal points and breaks up the expansive exterior walls with architectural projections and details around the windows. The vertical and horizontal reveals, arched windows and multi-color palette also work to add depth and character to the building. The design is similar to many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness.

Design Enhancements

Based on feedback from the Planning Commissioners, the Applicant team revisited the designs for the sidewalk and water fountain. A meandering sidewalk along Azusa Canyon Road is now incorporated in the updated site plan. The Applicant is also proposing a "Welcome to Irwindale" sign on the water fountain on the corner of Azusa Canyon Road and Los Angeles Street. A revised site plan and detail of the water fountain has been included in the project plans and attached to this report as Attachment "C".

Operation

The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation. However, certain uses would not be allowed or would be subject to a Conditional Use Permit. These uses would require Planning Commission approval prior to operation and be subject to a set of Conditions of Approval and a signed Affidavit of Acceptance from the property owner and tenant acknowledging and agreeing to abide by the imposed conditions. Cold storage has been expressly prohibited for this site without further future environmental analysis. The overwhelming majority of new industrial development in the City is speculative.

Landscaping, Project Fencing and Screening

Approximately 27,979 square feet (11%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed percentage meets and exceeds the required ten percent (10%) that is required within the Irwindale Municipal Code. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover. An eight (8) foot high steel fencing is proposed which surrounds the majority of the property.

Access and Circulation

Ingress and egress to the site are provided via a three (3) driveways, one fronting onto Azusa Canyon Road and the other two (2) fronting on Los Angeles Street. The proposed building is setback approximately 69'-0", which will also accommodate projected queuing, thus avoid overflow onto Azusa Canyon Road and Los Angeles Street. A 20'-0" wide street dedication along Azusa Canyon Road is required.

Parking

IMC Subsection 17.64.030.P(2) provides, "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area.

Based on the proposed square footage, the project requires 116 stalls and 123 stalls are being proposed [five (5) ADA stalls, ninety-seven (97) standard stalls and twenty-one (21)

compact stalls]. There are no designated trailer stalls. All parking is surface parking; there are no proposed parking structures or subterranean lots.

Building Height

The maximum building height in the M-1 (Light Manufacturing) zone is 35'-0". Per IMC Subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure. The rooflines vary from approximately 30'-7" to 35'-0" and the parapet walls, including the architectural features extend to a maximum height of 39'-0". IMC Subsection 17.68.010 "Height of Penthouses and Roof Structures" allows parapet walls to be erected above the height limits prescribed.

Signage

IMC Section 17.56.050 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the speculative industrial building, the allowable amount of wall signage would equate to ±1,298 square feet. Freestanding signs would be limited to 150 square feet regardless of building size.

ANALYSIS

Site Plan & Design Review Analysis

Before any Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below:

1. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The subject site is zoned M-1 (Light Manufacturing) and has a General Plan land use designation of Industrial/Business Park and Residential. The existing General Plan and Zoning designations are consistent, which eliminates the need for any legislative action such as a Zone Change or General Plan Amendment. The project also meets the minimum development standards for the applicable zones, such as setbacks, height, floor area ratio (F.A.R), parking and aesthetic design without the need for a Zone Variance to accommodate a deviation from any measurable standards. The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation, however certain uses would be not be allowed or would be subject to a Conditional Use Permit.

2. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

3. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

- a) Facilities and improvements,

The proposed building is setback approximately 69'-0" from vehicle ingress to accommodate projected queuing, thus avoiding overflow onto Azusa Canyon Road and Los Angeles Street. All structures and infrastructure improvements will be constructed to current code and completed prior to issuance of the Certificate of Occupancy.

- b) Pedestrian and vehicular ingress, egress, and internal circulation,

There is no proposed through-site access. The site is bordered by industrial buildings to the north, south, and east and the City's Public Works yard and Olive Pit to the west. Azusa Canyon Road and Los Angeles Street serve as the vehicular access to the site. There is also a required 20'-0" street dedication on Los Angeles Street, which includes a meandering sidewalk.

- c) Setbacks,

The project has been designed to comply with and exceed the minimum required setbacks for the M-1 (Light Manufacturing) zone. The proposed front yard setbacks range from 20'-0" to 105'-0", exceeding the minimum requirement of 20'-0". The proposed side yard setbacks range from 25'-0" to 160'-0", exceeding the minimum requirement of 20'-0". The proposed rear yard setbacks range from 48'-5" to 108'-11", and there is no required rear yard setback when abutting non-residentially zoned properties.

- d) Height of buildings,

The maximum building height in the M-1 (Light Manufacturing) zone is 35'-0". Per IMC Subsection 17.08.085, "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure. Per IMC Subsection 17.68.010, parapet walls may be erected above the height limits. The rooflines vary from approximately 30'-7" to 35'-0" and the parapet walls, including the architectural features extend to a maximum height of 39'-0". Nonetheless, the proposed buildings have been designed to complement the massing and height of the existing buildings in the area.

- e) Signs,

Based on the approximate square footage of the speculative industrial building, the allowable amount of wall signage would equate to ±1,298 square feet. Freestanding signs would be limited to 150 square feet regardless of building size.

- f) Mechanical and utility service equipment,
The site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area. The parapet roof will provide adequate screening of any proposed rooftop equipment. During the permitting process, a line of sight study is required to substantiate proper screening. Mechanical equipment and storage areas are screened, out of public view and often with solid walls and landscaping.
- g) Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale. Approximately 27,979 square feet (11%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover.
- h) Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site. A grading permit will be required and issued from Building and Safety.
- i) Lighting,
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
- j) Parking,
IMC Subsection 17.64.030.P(2) provides, "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area. Based on the proposed square footage, the project requires 116 stalls and 123 stalls are being proposed [five (5) ADA stalls, ninety-seven (97) standard stalls and twenty-one (21) compact stalls]. All parking is surface parking; there are no proposed parking structures or subterranean lots.
- k) Drainage,

A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.

l) Intensity of land use.

The project is located on a flat, irregularly shaped lot. It had been used as an orchard from at least 1928 until around 1952, when the site became vacant. The current main building was constructed in 1956 and was used by PepsiCo as a bottling plant. The site is presently developed with one building of approximately 62,713 square feet in the western half of the site, a large metal shed north of the building, and a loading dock and large truck yard on the eastern portion of the site (LACOA 2021). The building is a single-story structure of concrete tilt-up construction on a concrete slab floor. The metal shed was part of the old truck wash area that is connected to the building by an overhang. The bottling plant ceased operation in December 2020 and the site has remained vacant. The proposed building will be approximately 129,830 square feet with associated passenger vehicle parking, truck parking, and eighteen (18) loading docks. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-1 (Light Manufacturing), as well as adjacent industrial land uses.

4. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

FISCAL IMPACT

The entire cost for the development will be covered by the Applicant/Developer. There will be no impact on the City's budget. This project is subject to Development Impact Fees (DIF) in the amount of \$896,346.32 per Ordinance No. 726 (July 11, 2018).

ATTACHMENTS

- A. CC Resolution No. 2022-109-3359
- B. CC Resolution No. 2022-110-3360 with Conditions of Approval
- C. Project Plans
- D. PC Staff Report
- E. PC Resolution No. 813(22)

- F. PC Resolution No. 814(22) with Conditions of Approval
- G. Street Dedication Exhibit
- H. Memo to Planning Commission, dated November 14, 2022 with links to project files:
<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>
- I. Access Sensitivity Evaluation, dated November 10, 2022
<https://www.irwindaleca.gov/DocumentCenter/View/7933/4416-Azusa-Canyon-Road-Warehouse-Access-Sensitivity-Evaluation-11-09-2022>
- J. Letter from Rexford Industrial, received November 10, 2022
- K. Emails from Paul Porter with Technical Memorandum, received September 20, 2022
- L. Letter from LiUna, received September 21, 2022
- M. Letter from Teamsters Local Union No. 396, received September 21, 2022
- N. Letter from Lozeau Drury, LLP, received September 21, 2022
<https://www.irwindaleca.gov/DocumentCenter/View/7952/20220921-SAFER-Reply-to-Response-to-Comments-re-4416-Azusa-Canyon-Road-Project-FINALExhibits1-3-09212022>
- O. Response to the Lozeau Drury, LLP letter, dated March 7, 2022
<https://www.irwindaleca.gov/DocumentCenter/View/7440/Exhibit-F---Response-to-Lozeau-Drury-LLP-03072022>
- P. Response to the Lozeau Drury, LLP letter, dated May 3, 2022
<https://www.irwindaleca.gov/DocumentCenter/View/7441/Exhibit-G---Response-to-Lozeau-Drury-LLP-05032022>

ATTACHMENT A

RESOLUTION NO. 2022-109-3359

A RESOLUTION OF THE CITY COUNCIL CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE MITIGATED NEGATIVE DECLARATION (MND) AS AMENDED BY THE IMPOSITION OF A SUBSTITUTE MITIGATION MEASURE, AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE FEET FOR PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

A. RECITALS.

- (i) Michael Ramirez, 11620 Wilshire Boulevard, 10th Floor, Los Angeles, CA 90025, on behalf of Rexford Realty Industrial, has made a request for a Site Plan and Design Review (DA) for the construction of one (1) speculative concrete tilt-up building totaling approximately 129,830 square feet.
- (ii) The Subject Property is located at 4416 Azusa Canyon Road, within the City of Irwindale (APN: 8417-004-006). The Subject Property is currently zoned M-1 (Light Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."
- (iii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency has analyzed the project and has prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall, and the Irwindale Public Library. A copy of the MND and the Mitigation Monitoring and Reporting Program was posted on the City's website.
- (iv) The public review period for the MND ended on January 19, 2022.
- (v) The Final MND was prepared on the proposed project, including the Draft MND, comments received on the Draft MND and responses to those comments, and revisions and corrections to the Draft MND made in response to comments received.
- (vi) On February 16, 2022, the Planning Commission conducted a duly noticed public hearing on the Final MND at which time it received input from staff, the

City Attorney's Office, and the Applicant, heard public testimony, and discussed the Proposed Project; and closed the public hearing, requested staff to provide more information on the traffic study and continued the meeting to a date uncertain.

- (vii) On March 16, 2022, the Planning Commission Meeting was cancelled.
- (viii) On May 18, 2022, the Planning Commission conducted a duly noticed public hearing on the MND at which time it received input from staff, the City Attorney's Office, and the Applicant, heard public testimony, and discussed the Proposed Project; and closed the public hearing and continued the meeting to a date uncertain.
- (ix) In accordance with CEQA Regulation 15074.1, as a result of the public review process for a proposed mitigated negative declaration, the lead agency may conclude that certain mitigation measures identified in the MND are infeasible or otherwise undesirable. Prior to approving the project, the lead agency may delete those mitigation measures and substitute for them other measures, which the lead agency determines are equivalent or more effective.
- (x) In response to public comments received, the IS/MND has been revised to contain sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.
- (xi) On September 21, 2022, the Irwindale Planning Commission conducted a duly noticed public hearing, closed the public hearing and adopted Planning Commission Resolution Nos. 813(22) and 814(22), recommending that the Irwindale City Council approve and adopt the MND as amended and the Site Plan and Design Review (DA), subject to the approval of a Resolution, which details the specific Conditions under which the Application was approved.
- (xii) On November 17, 2022, the City Council conducted a duly noticed public hearing, as required by law, on the Application and conditionally approved the Application at that same meeting subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (xiii) This document was prepared concurrently with the Site Plan and Design Review (DA) No. 04-2020.
- (xiv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, be it resolved that the City Council of the City of Irwindale, California, having reviewed and considered the information in the MND and supporting documents and materials, does hereby find, determine, resolve and order as follows:

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

2. Pursuant to the California Environmental Quality Act ("CEQA") and the City's Local CEQA Guidelines, City staff prepared an Initial Study for the project. City staff determined that there was no substantial evidence that the project would have a significant effect on the environment after the implementation of Mitigation Measures. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

3. The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program and technical studies were posted on the City's website.

The City Council has reviewed the Initial Study and Mitigated Negative Declaration, comments received regarding the Mitigated Negative Declaration thereto, and City staff's responses. In accordance with CEQA Regulation 15074.1, in response to public comments received, the IS/MND has been revised to contain sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.

The Transportation Analysis for the proposed project (Appendix I of the IS/MND) included recommended improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The improvements address potential safety concerns in conjunction with the proposed off-site traffic signal at this intersection. These recommendations were included as Mitigation Measure T-1 in the December 2021 IS/MND.

The concept design for the intersection at Azusa Canyon Road and Los Angeles Street has been updated since the publication of the IS/MND. The updated concept plans are shown in Appendix 4 of the MND and include two alternative designs.

In comparison to the original design, neither of the design alternatives would restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road. However, restriction of on-street parking on the east side of Azusa Canyon Road, north of Los Angeles Street, would still be required. Under the original design, new crosswalks on the east and west leg of the intersection were proposed. For the two alternatives shown in Appendix 4:

- Alternative 1 would require a crosswalk on the east and west leg of the intersection, similar to the original design. This alternative also includes a curb "bulb-out" at the southeast corner of the intersection. This improvement allows the parking along the south side of Los Angeles Street to be preserved.

- Alternative 2 would require a crosswalk on the east, west, and south leg of the intersection.

Under existing conditions, there is only one crosswalk on the north leg of the intersection.

Mitigation Measure T-1 has been updated as follows:

Mitigation Measure T-1¹

Prior to the issuance of occupancy permits, the project applicant shall submit final improvement plans for the Azusa Canyon Road/Los Angeles Street intersection, including the new traffic signal and crosswalk striping. The plans shall be submitted to and approved by the City's Public Works Department. The plans shall: ~~provide the following improvements at the intersection of Azusa Canyon Road and Los Angeles Street:~~

- ~~A new crosswalk on the east leg of the intersection.~~
- Include new crosswalks (as shown in the two alternatives in Appendix 4 [final alternative pending selection]) as follows:
 - Alternative 1 – north, west and east legs of the intersection
 - Alternative 2 – north, west, and south legs of the intersection
- ~~Restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road, within 150 feet of the intersection.~~
- ~~Restrict~~ Include on-street parking restriction on the east side of Azusa Canyon Road, north of Los Angeles Street, within 150 feet of the intersection.
- Demonstrated compliance with required ~~Review~~ sight distance and other safety considerations.

Based on the record before it, the City Council hereby finds that Mitigation Measure T-1 includes updated concept designs for the proposed improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The proposed revisions do not represent substantive project changes with respect to CEQA. These changes would not result in any physical change to the environment and would not alter the impact analysis as included in the Initial Study for the proposed project. The bulb-out proposed for Alternative 1 and the altered pedestrian circulation associated with Alternative 2 would not disturb any additional land compared to the original improvements and all improvements would be within existing right-of-ways. As with the original mitigation measure, the updated mitigation measure would require the off-site traffic signal and would substantially improve pedestrian safety at the intersection. The alternative designs have been prepared by Urban Crossroads and adhere to applicable design standards, including required sight distances. The updated mitigation measure, therefore, would not result in a significant environmental effect and would be as effective as the original mitigation measure in the December 2021 IS/MND,

¹ ~~Strikeout~~ text to indicate deletions and underlined text to signify additions.

because the new measure will avoid or reduce any potentially significant safety impacts to motorists and pedestrians to at least the same degree as the previous measures by the design of an off-site traffic signal including the required striping and crosswalks at the intersection. Moreover, because there is no change to the environment nor would it alter the impact analysis, the new mitigation measure does not cause any potentially significant effect on the environment itself.

4. The City Council has reviewed the Initial Study and Mitigated Negative Declaration, comments received regarding the Mitigated Negative Declaration thereto, and City staff's responses. Based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that there is no substantial evidence that the project will have a significant effect on the environment after the implementation of mitigation measures. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council therefore adopts the Mitigated Negative Declaration, as amended, attached hereto as Attachment H (<https://www.irwindaleca.gov/DocumentCenter/View/7118>).

5. The City Council has also reviewed and considered the Mitigation Monitoring and Reporting Program (MMRP) prepared for the project pursuant to the requirements of Public Resources Code Section 21081.6 and finds that the Mitigation Monitoring and Reporting Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring and Reporting Program for the project, attached hereto as Attachment H (<https://www.irwindaleca.gov/DocumentCenter/View/7237>).

6. The custodian of records for the Initial Study, Mitigated Negative Declaration, MMRP and all other materials, which constitute the record of proceeding upon which the City Council's decision is based, is the Director of Community Development of the City of Irwindale. Those documents are available for public review in the Community Development Department – Planning Division, located at 16102 Arrow Highway and City Hall and the Irwindale Public Library, located at 5050 Irwindale Avenue.

7. The Secretary shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 17th day of November 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-109-3359 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 17th day of November 2022, by the following vote:

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

Laura M. Nieto, CMC
Chief Deputy City Clerk

Secretary

ATTACHMENT B

RESOLUTION NO. 2022-110-3360

A RESOLUTION OF THE CITY COUNCIL CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2020 FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE-FEET FOR THE PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

- (i) Michael Ramirez, 11620 Wilshire Boulevard, 10th Floor, Los Angeles, CA 90025, on behalf of Rexford Realty Industrial, has made a request for a Site Plan and Design Review (DA) for the construction of a speculative concrete tilt-up building totaling approximately 129,830 square feet.
- (ii) The Subject Property is located at 4416 Azusa Canyon Road (APN 8417-004-006). The Subject Property is currently zoned M-1 (Light Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."
- (iii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency has analyzed the project and has prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall, and the Irwindale Public Library. A copy of the MND and the Mitigation Monitoring and Reporting Program was posted on the City's website.
- (iii) The public review period for the MND ended on January 19, 2022.
- (iv) The Final MND was prepared on the proposed project, including the Draft MND, comments received on the Draft MND and responses to those comments, and revisions and corrections to the Draft MND made in response to comments received.
- (v) On February 16, 2022, the Irwindale Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and requested staff to provide more information on the

transportation impacts analysis and continued the meeting to a date uncertain.

- (vi) On March 16, 2022, the Planning Commission Meeting was cancelled.
- (vii) On May 18, 2022, the Planning Commission conducted a duly noticed public hearing on the MND at which time it received input from staff, the City Attorney's Office, and the Applicant, heard public testimony, and discussed the Proposed Project; and closed the public hearing and continued the meeting to a date uncertain.
- (i) In accordance with CEQA Regulation 15074.1, as a result of the public review process for a proposed mitigated negative declaration, the lead agency may conclude that certain mitigation measures identified in the MND are infeasible or otherwise undesirable. Prior to approving the project, the lead agency may delete those mitigation measures and substitute for them other measures, which the lead agency determines are equivalent or more effective.
- (viii) In response to public comments received, the IS/MND has been revised to contain sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.
- (ix) On September 21, 2022, the Irwindale Planning Commission conducted a duly noticed public hearing on the Application, closed the public hearing and adopted Planning Commission Resolution Nos. 813(22) and 814(22), recommending that the Irwindale City Council approve and adopt the MND as amended and the Site Plan and Design Review (DA), subject to the approval of a Resolution, which details the specific Conditions under which the Application was approved.
- (x) On November 17, 2022, the City Council conducted a duly noticed public hearing, as required by law, on the Application and conditionally approved the Application at that same meeting subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (xi) This application is being processed concurrently with the MND and MMRP.
- (xii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

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

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "B," this City Council hereby specifically finds as follows for Site Plan and Design Review (DA) No. 04-2020:

A. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The subject site is zoned M-1 (Light Manufacturing) and has a General Plan land use designation of Industrial/Business Park. The existing General Plan and Zoning designations are consistent, which eliminates the need for any legislative action such as a Zone Change or General Plan Amendment. The project also meets the minimum development standards for the applicable zones, such as setbacks, height, floor area ratio (F.A.R), parking and aesthetic design without the need for a Zone Variance to accommodate a deviation from any measurable standards. The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation, however certain uses would be not be allowed or would be subject to a Conditional Use Permit.

B. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreements involved.

C. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

i. Facilities and improvements,

The proposed building is setback approximately 69'-0" from vehicle ingress to accommodate projected queuing, thus avoiding overflow onto Azusa Canyon Road and Los Angeles Street. All structures and infrastructure improvements will be constructed to current code and completed prior to issuance of the Certificate of Occupancy.

- ii. Pedestrian and vehicular ingress, egress, and internal circulation,
There is no proposed through-site access. The site is bordered by industrial buildings to the north, south, and east and the City's Public Works yard and Olive Pit to the west. Azusa Canyon Road and Los Angeles Street serve as the vehicular access to the site. There is also a required 20'-0" street dedication on Los Angeles Street, which includes a meandering sidewalk.
- iii. Setbacks,
The project has been designed to comply with and exceed the minimum required setbacks for the M-1 (Light Manufacturing) zone. The proposed front yard setbacks range from 20'-0" to 105'-0", exceeding the minimum requirement of 20'-0". The proposed side yard setbacks range from 25'-0" to 160'-0", exceeding the minimum requirement of 20'-0". The proposed rear yard setbacks range from 48'-5" to 108'-11", and there is no required rear yard setback when abutting non-residentially zoned properties.
- iv. Height of buildings,
The maximum building height in the M-1 (Light Manufacturing) zone is 35'-0". Per IMC Subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure. Per IMC Subsection 17.68.010, parapet walls may be erected above the height limits. The rooflines vary from approximately 30'-7" to 35'-0" and the parapet walls, including the architectural features extend to a maximum height of 39'-0". Nonetheless, the proposed buildings have been designed to complement the massing and height of the existing buildings in the area.
- v. Signs,
Based on the approximate square footage of the speculative industrial building, the allowable amount of wall signage would equate to ±1,298 square feet. Freestanding signs would be limited to 150 square feet regardless of building size.
- vi. Mechanical and utility service equipment,
The site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area. The parapet roof will provide adequate screening of any proposed rooftop equipment. During the permitting process, a line of sight study is required to substantiate proper screening. Mechanical equipment and storage areas are screened, out of public view and often with solid walls and landscaping.
- vii. Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale. Approximately 27,979 square feet (11%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area

landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover.

- viii. Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site. A grading permit will be required and issued from Building and Safety.
- ix. Lighting,
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create “dark pockets” that could support nefarious activities or spill onto other properties, creating a nuisance. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
- x. Parking,
IMC Subsection 17.64.030.P(2) provides, “Offices not providing customer service on the premises” requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) “Warehouse and storage buildings” requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area. Based on the proposed square footage, the project requires 116 stalls and 123 stalls are being proposed [five (5) ADA stalls, ninety-seven (97) standard stalls and twenty-one (21) compact stalls]. All parking is surface parking; there are no proposed parking structures or subterranean lots.
- xi. Drainage,
A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.
- xii. Intensity of land use.
The project is located on a flat, irregularly shaped lot. It had been used as an orchard from at least 1928 until around 1952, when the site became vacant. The current main building was constructed in 1956 and was used by PepsiCo as a bottling plant. The site is presently developed with one building of approximately 62,713 square feet in the western half of the site, a large metal shed north of the building, and a loading dock and large truck yard on the eastern portion of the site (LACOA 2021). The building is a single-story structure of concrete tilt-up construction on a concrete slab floor. The metal shed was part of the old truck wash area that is connected to the building by an overhang. The bottling plant ceased operation in December 2020 and the site has remained vacant. The

proposed building will be approximately 129,830 square feet with associated passenger vehicle parking, truck parking, and eighteen (18) loading docks. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-1 (Light Manufacturing), as well as adjacent industrial land uses.

D. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

3. The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program and technical studies were posted on the City's website.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council approves the application for the Site Plan and Design Review (DA) subject to adoption of the MND by the City Council, including the corresponding Mitigation Monitoring and Reporting Program.

5. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby recommends that the City Council approve the Application subject to the conditions set forth in Exhibit "B" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

6. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, ADOPTED AND APPROVED this 17th day of November 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-110-3360 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 17th day of November 2022, by the following vote:

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

Laura M. Nieto, CMC
Chief Deputy City Clerk

Secretary

EXHIBIT B

CITY COUNCIL RESOLUTION NO. 2022-110-3360

Site Plan and Design Review No. 04-2020

Speculative, concrete tilt-up building

4416 Azusa Canyon Road

Irwindale, CA 91706

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allow for the construction of one (1) speculative, concrete tilt-up building substantially in conformance with the plans submitted to the City dated September 14, 2022.
2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
3. The Applicant shall agree and consent, in writing, to each and every condition set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).
4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 04-2020, including the environmental review and approvals therefore. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these

conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.
8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.
9. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.
11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.
12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-1 (Light Manufacturing) zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated November 8, 2022) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the final approving body (City Council) pursuant to the amendment of the Site Plan and Design Review Permit.
2. This project shall be subject to the City of Irwindale's utility tax.
3. This project shall be subject to the City of Irwindale's Development Impact Fees (DIF) in the amount of \$896,346.32.

4. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.
5. The following use(s) shall be prohibited. Should any of the following uses be proposed, environmental review shall be required prior to any tenant improvements to the building.
 - a. Cold storage
6. Any future last mile tenant, which would provide the last leg of the delivery or final step in the supply chain, shall be subject to additional analysis including, but not limited to, traffic, air quality/greenhouse gas.
7. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."
8. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.
9. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the Director of Engineering. Vision clearance shall be maintained at all vehicle entrances and exits.
10. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.
11. A six (6) inch horizontal concrete curb shall surround all landscaped planters.
12. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
 - *Cortaderia selloana*, *C. jubata* and all cultivars and varieties (pampas grass)
 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)

- *Schinus terevinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)
13. A minimum of 10% ($\pm 25,110$ square feet) the total lot area shall be landscaped.
 14. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.
 15. Any event not held during typical hours of operation shall be subject the Community Development Department review.
 16. The Applicant shall obtain approval and permits from the Planning and Building Divisions for all project signage prior to construction of any signs on the project site.
 17. Drive aisles shall remain open and unobstructed for vehicular circulation.
 18. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.
 19. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.
 20. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.
 21. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings¹. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.
 22. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.
 23. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and

¹ Photovoltaic equipment is exempt from this requirement.

shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

24. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas. A minimum of 1-foot candle shall be provided.
25. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.
26. A temporary chain link fence with green screening, or acoustical fencing assembly as specified in the Mitigated Negative Declaration, shall be installed and maintained around the perimeter of the site at all times during construction.
27. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.
28. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.
29. Applicant/developer shall post "No Overnight/Unauthorized Parking" signs on the property to prevent unauthorized parking on the site.
30. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per Subsection 9.28.110(A).
31. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.
32. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

C. FIRE DEPARTMENT

1. Fire Department access shall comply with Section 503 of the Los Angeles County Fire Code.
2. Provide a minimum unobstructed width of 28 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.2.1.2.1, and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building.
3. Cross-hatch any on-site Fire Department vehicular access to within 150 of all portions of the exterior walls.
4. Show any existing fire hydrants within 600 feet of the lot frontage.
5. Submit a fire flow availability form, Form 196 along with plans.
6. All fire hydrants shall measure 6" x 4" x 2½", conforming to AWWA Standard C503-75 or approved equal.
7. Project shall comply with approved plans (Plan# FEPC2020-1317, approved March 9, 2021 and Plan# FEPC2021-1661, approved June 16, 2021).

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.
2. The owner and/or developer shall resurface Azusa Canyon Road (full street width), along the project frontage. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.
3. The owner and/or developer shall design, install and construct a meandering sidewalk (5 feet wide minimum) on Azusa Canyon Road along the project frontage, in accordance with proposed site plans. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. Landscaping and tree planting plans shall be reviewed and approved by the Public Services Director.
4. Roadway dedication and pedestrian access easements (20 feet wide minimum) shall be granted to the City along the project frontage on Azusa Canyon Road as directed by the Director of Engineering.

5. The owner/developer shall obtain written authorization or a construction easement from the owner of the private street along the Los Angeles Street project frontage for the construction of the proposed project improvements.
6. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the Director of Engineering.
7. The owner/developer shall install ADA accessible driveway approaches and remove all existing driveways and parkway drains along Azusa Canyon Road. The owner/developer shall install an ADA curb ramp at the northeast corner of the intersection of Azusa Canyon Road and Los Angeles Street. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering.
8. The owner and/or developer shall upgrade street lighting fixtures along the Azusa Canyon Road property frontage to LED fixtures in accordance with Los Angeles County standards and to the satisfaction of the Director of Engineering.
9. The owner and/or developer shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development.
10. Common driveways shall not be allowed, unless approved by the Director of Engineering. Proposed driveways shall be located clear of existing fire hydrants, street lights, water meters, etc.
11. Driveway No. 1 located on Azusa Canyon Road, northerly of the intersection of Azusa Canyon Road and Los Angeles Street shall be constructed to allow right turn in and right turn out only access. It shall be constructed at a minimum of 40 feet wide or wider as approved by the Director of Engineering to allow for safe commercial truck traffic circulation.

UTILITIES

12. Storm drains, catch basins, connector pipes, and appurtenances for the site specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the Director of Engineering's requirements. The owner/developer shall submit grading and drainage plans to the Director of Engineering for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.
13. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

14. The owner/developer shall obtain a Storm Drain Connection Permit for the connection to the existing storm drain system.
15. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the Director of Engineering.
16. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the Director of Engineering. A sewer study shall be submitted along with the sanitary sewer plans.
17. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

18. In accordance with Mitigation Measure T-1 of the project MND, prior to the issuance of certificates of occupancy, the owner/developer shall construct the following improvements:
 - Include new crosswalks (as shown in the two alternatives in Appendix 4 [final alternative pending selection]) as follows:
 - Alternative 1 – north, west and east legs of the intersection
 - Alternative 2 – north, west, and south legs of the intersection
 - Include on-street parking restriction on the east side of Azusa Canyon Road, north of Los Angeles Street, within 150 feet of the intersection.
 - Demonstrated compliance with required sight distance and other safety considerations.
19. Prior to the issuance of building permits, the owner/developer shall pay the projects fair share amount for improvements at the intersection of Arrow Highway and Azusa Canyon Road. Improvements will include the addition of a 3rd westbound through lane and a northbound right turn traffic signal overlap phase.
20. Prior to the issuance of any building permits, the owner/developer shall pay to the City \$550,000 for the installation of a new traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. The owner shall dedicate any easements necessary for the construction, maintenance, and operation of the traffic signal. Improvements will include modifying the existing striping for the eastbound and westbound approaches to provide the following lane configuration:

- Eastbound: 1 left turn, 1 shared left/through, 1 right turn
 - Westbound: 1 left turn, 1 shared/through/right
21. Prior to the issuance of any occupancy or tenant improvement permit, the proposed tenant(s) shall provide a site-specific trip generation technical memo demonstrating that the average daily vehicle trips do not exceed 362 daily PCE (passenger car equivalent) trips, 45 PCE AM trips, 46 PCE PM trips, and 197 daily passenger car trips. The City will regularly and continually monitor the actual trips generated by the project and enforce the maximum limit of allowable trips. If the project applicant/owner proposes to exceed any limits, additional traffic analyses and VMT (vehicle miles traveled) analysis shall be reviewed and approved by Director of Engineering. If the VMT exceeds the applicable threshold at the time of subsequent review, the issuance of the respective permit shall be subject to CEQA review. The owner/applicant shall be solely responsible for all costs related to analyses, peer review, monitoring and enforcement.

FEES

22. That the owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
23. That the owner/developer shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

MISCELLANEOUS

24. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the Director of Engineering's approval.
25. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a

requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

26. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

E. PUBLIC WORKS SERVICES

1. All utilities and signs on the public right-of-way shall meet horizontal and vertical ADA clearance requirements. The utilities and signs in the public right-of-way include: two (2) Edison poles, one (1) anchor support for Edison pole, two (2) fire hydrants, one (1) stop sign, one (1) welcome to Irwindale sign, and two (2) speed limit signs.
2. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.
3. City of Irwindale requests irrigation and landscaping plans for the public right-of-way and parkways. The plans will be submitted to the Public Works Services Manager for review and approval.
4. Repair underground vault to make flush within the sidewalk adjacent to northern most fire hydrant on Azusa Canyon Road.
5. The owner and/or developer shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the City Engineer and the Public Works Services Manager.
6. The owner and/or developer/applicant is responsible for obtaining encroachment permit(s) prior to any type of work in the public right-of-way.
7. Any work within easements on the project site shall require proper permits from the easement holder (City of Irwindale, County of Los Angeles, etc.).
8. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the California Environmental Protection Agency's State Water Resources Control Board (SWRCB). The owner/developer can obtain the current

application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from the following website:
www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

9. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.
10. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
11. No dumping or unpermitted discharges are allowed into the San Gabriel River via Big Dalton Wash, catch basins and storm drains.

F. BUILDING AND SAFETY

1. Complete Construction Documents include but not limited to Grading, Drainage, Soil Investigation, Architectural, Structural, Electrical, Mechanical, Plumbing, Landscaping, etc., shall be submitted to Irwindale Building & Safety Department for Plan check and Approval Process prior to any Permit Issuance. All Construction Documents shall be prepared by a California Licensed Engineer specialized on the submitted documents based on the current Codes adopted by City of Irwindale.
2. Grading, Drainage, Building and all other trade permits shall be obtained from Irwindale Building and Safety Division by a California licensed contractor(s). All construction shall be in compliance with the current Irwindale Building & Municipal Codes.
3. Other agencies' (Fire, Sanitation...etc.) approvals shall be required prior to any permit issuance. An agency referral sheet shall be provided to the applicant at the time of submittal to Building & Safety.
4. The Owner/Developer/Applicant shall be the sole responsible party for all required Plan Check and Permit fees, as well as any other agencies' fees.
5. All plans submitted shall be subject to the County of Los Angeles (City of Irwindale office) Minimum Plan Submittal Requirements for Non-Residential Construction.



**CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT**
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



Date: September 21, 2022 **Agenda Item No. 3-B**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

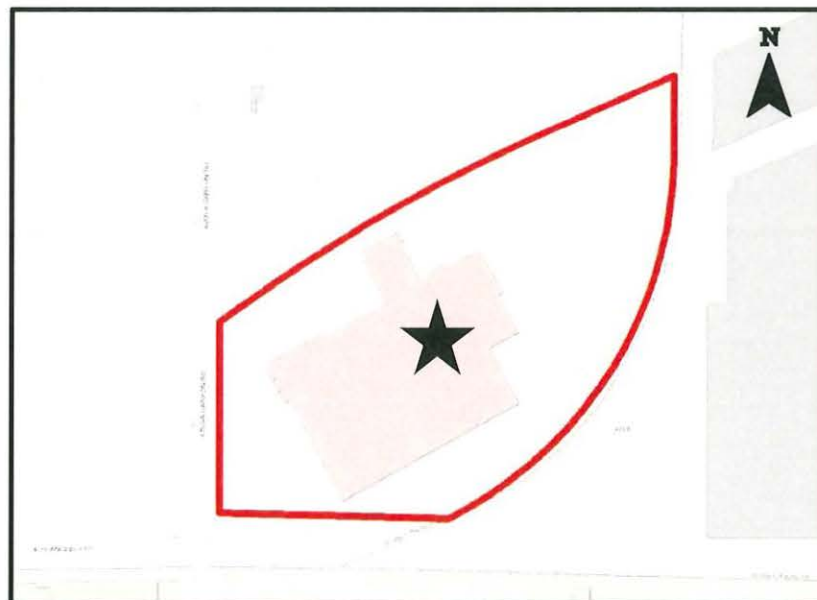
Project Planner: Brandi Jones, Senior Planner
Lisa Chou, Associate Planner

Project: Site Plan & Design Review (DA) No. 04-2020
Speculative 129,830 Square-Foot Concrete Tilt-Up Building

Applicant: Michael Ramirez, Rexford Industrial Realty, LLC

Property Owner: Rexford Industrial Realty, LLC

Project Location: 4416 Azusa Canyon Road (APN: 8417-004-006)



Map Date May 2022
Source: ESRI, City of Irwindale

Staff Recommendation: That the Planning Commission:

1) Adopt Resolution No 813(22) entitled "A Resolution of the Planning Commission of the City of Irwindale, Recommending that the City Council adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Construction of one (1) Speculative Industrial Tilt-Up Building Totaling ±129,830 Square Feet For Property Located at 4416 Azusa Canyon Road, Irwindale, CA 91706 (APN: 8417-004-006) in the M-1 (Light Manufacturing) Zone and Making Certain Findings of Fact, Pursuant to the California Environmental Quality Act

2) Adopt Resolution No. 814(22) entitled, "A Resolution of the Planning Commission of the City of Irwindale Recommending that the City Council approve Site Plan and Design Review (DA) No. 04-2020 for the Construction of one (1) Speculative Industrial Tilt-Up Building Totaling ±129,830 Square Feet For Property Located at 4416 Azusa Canyon Road, Irwindale, CA 91706 (APN: 8417-004-006) in the M-1 (Light Manufacturing) Zone and Making Certain Findings of Fact; subject to the City Council adoption of the MND and MMRP and subject to the attached Conditions of Approval.

REQUEST

The Applicant is requesting a Site Plan and Design Review (DA) for the construction of a ±129,830 square-foot concrete tilt-up building and associated parking located at 4416 Azusa Canyon Road, within the City of Irwindale.

BACKGROUND/HISTORY

This item was continued from the May 18, 2022 Planning Commission Meeting. The public hearing notice for this item was appropriately reposted on September 8, 2022 and republished per the IMC requirements on September 9, 2022.

Based on a review of historical information, the project site appears to have been used as an orchard from at least 1928 until around 1952, when the site became vacant. The current main building was constructed in 1956 and was used by PepsiCo as a bottling plant. The site is presently developed with one building of approximately 62,713 square feet in the western half of the site, a large metal shed north of the building, and a loading dock and large truck yard on the eastern portion of the site (LACOA 2021). The building is a single-story structure of concrete tilt-up construction on a concrete slab floor. The bottling plant ceased operation in December 2020 and the site has remained vacant.

On February 16, 2022, the Planning Commission conducted a duly noticed public hearing, closed the public hearing, and requested staff to provide more information on the traffic study and continued the meeting to a date uncertain. The transportation analysis from the technical appendices of the Mitigated Negative Declaration (MND) was routed to the Commissioners on February 17, 2022. The Commissioners also inquired about the difference between the preparation of the MND for the project instead of an Environmental Impact Report (EIR). In addition, the applicant team has taken Commissioner feedback from the February 16, 2022 public hearing and proposed some design changes. The full report, as presented during the February 16, 2022 Planning Commission meeting, is

Planning Commission Meeting
Site Plan & Design Review (DA) No. 04-2020

September 21, 2022

available on the project's dedicated webpage of the City website and attached as Exhibit "E". On March 16, 2022, the Planning Commission hearing was cancelled. On May 18, 2022, the Planning Commission conducted a duly noticed public hearing, closed the public hearing, and continued the meeting to a date uncertain.

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Industrial/Business Park. The property is currently zoned M-1 (Light Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Industrial Businesses	M-2, Heavy Manufacturing
South	Industrial Businesses	M-2, Heavy Manufacturing
East	Industrial Businesses	M-2, Heavy Manufacturing
West	Public Works Yard & Olive Pit	M-1, Light Manufacturing & Q, Quarry

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act, the City of Irwindale prepared an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. Based on the Initial Study and subsequent analysis, staff, based on a determination and recommendation by environmental consultants PlaceWorks and Urban Crossroads, has determined that the project as proposed qualifies for a Mitigated Negative Declaration according to the California Environmental Quality Act (CEQA), pursuant to Section 15074 of the CEQA Guidelines.

Specifically, the impacts of the proposed project would be mitigated to less-than-significant levels with the implementation of the Mitigation Measures for the following areas:

- Air Quality
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Transportation
- Tribal Cultural Resources
- Mandatory Findings of Significance

The Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are on file in the Community Development Department/Planning Division, City Hall and the Irwindale Public Library. The IS/MND (Exhibit "E") was posted and circulated for the required thirty (30) days for public review and comments (December 21, 2021 through January 19, 2022). (A copy of the above referenced documents are posted on the City's website at <https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>).

The specific details of the mitigation methods are included in the Mitigation Monitoring and Report Program (MMRP).

A total of four (4) letters were received during the comment period. These comments were provided by: State of California Department of Transportation (Caltrans), Los Angeles County Sanitation District, Lozeau Drury, LLP and Teamsters Local Union No. 396. The comment letters and responses to comments have been included in the MND. Two additional letters from Lozeau Drury, LLP were received after the comment period on February 16, 2022 and March 16, 2022.

Additionally, PlaceWorks and Urban Crossroads, the environmental consultants that prepared the MND and MMRP for the project, have prepared detailed responses (Exhibit "F" and Exhibit "G") to the letters dated February 16, 2022 and March 16, 2022 from Lozeau Drury, LLP. The letters assert that the IS/MND does not adequately analyze and mitigate air quality, greenhouse gas, hazards and hazardous materials, and transportation impacts and requests the preparation of an EIR.

The responses prepared by PlaceWorks address each area of concern to fully disclose potential environmental impacts and mitigation measures, which reduces impacts to less than significant levels. It is the professional assessment and recommendation of PlaceWorks that an EIR is not required for this project. PlaceWorks has thoroughly analyzed the project and potential impacts and has determined that the Mitigation Measures and Conditions of Approval will avoid impacts to a point where no significant impacts on the environment would occur, therefore a Mitigated Negative Declaration was prepared for the project.

The Response to Comments (Exhibit H), dated February 2022 was updated in September 2022. The IS/MND also contains revised sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.

In accordance with CEQA Regulation 15074.1, as a result of the public review process for a proposed mitigated negative declaration, the lead agency may conclude that certain mitigation measures identified in the MND are infeasible or otherwise undesirable. Prior to approving the project, the lead agency may delete those mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective.

Prior to substituting for a mitigation measure, the lead agency is required to (1) hold a public hearing on the matter, which may be combined with the hearing to consider the project; and (2) adopt a written finding that the new measure is equivalent or more effective in mitigating or avoiding potential significant effects and that it in itself will not cause any potentially significant effect on the environment. In that instance, no recirculation of the MND is required.

The Transportation Analysis for the proposed project (Appendix I of the IS/MND) included recommended improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The improvements address potential safety concerns in conjunction with the proposed off-site traffic signal at this intersection. These recommendations were included as Mitigation Measure T-1 in the December 2021 IS/MND.

The concept design for the intersection at Azusa Canyon Road and Los Angeles Street has been updated since the publication of the IS/MND. The updated concept plans are shown in Appendix 4 of the MND and include two alternative designs.

In comparison to the original design, neither of the design alternatives would restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road. However, restriction of on-street parking on the east side of Azusa Canyon Road, north of Los Angeles Street, would still be required. Under the original design, new crosswalks on the east and west leg of the intersection were proposed. For the two alternatives shown in Appendix 4:

- Alternative 1 would require a crosswalk on the east and west leg of the intersection, similar to the original design. This alternative also includes a curb “bulb-out” at the southeast corner of the intersection. This improvement allows the parking along the south side of Los Angeles Street to be preserved.
- Alternative 2 would require a crosswalk on the east, west, and south leg of the intersection.

Under existing conditions, there is only one crosswalk on the north leg of the intersection.

Mitigation Measure T-1¹

Prior to the issuance of occupancy permits, the project applicant shall submit final improvement plans for the Azusa Canyon Road/Los Angeles Street intersection, including the new traffic signal and crosswalk striping. The plans shall be submitted to and approved by the City’s Public Works Department. The plans shall: ~~provide the following improvements at the intersection of Azusa Canyon Road and Los Angeles Street:~~

- ~~A new crosswalk on the east leg of the intersection.~~
- Include new crosswalks (as shown in the two alternatives in Appendix 4 [final alternative pending selection]) as follows:
 - Alternative 1 – north, west and east legs of the intersection
 - Alternative 2 – north, west, and south legs of the intersection

¹ ~~Strikeout~~ text to indicate deletions and underlined text to signify additions.

- ~~Restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road, within 150 feet of the intersection.~~
- ~~Restrict~~ Include on-street parking restriction on the east side of Azusa Canyon Road, north of Los Angeles Street, within 150 feet of the intersection.
- Demonstrated compliance with required ~~Review~~ sight distance and other safety considerations.

Mitigation Measure T-1 includes updated concept designs for the proposed improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The proposed revisions do not represent substantive project changes with respect to CEQA. These changes would not result in any physical change to the environment and would not alter the impact analysis as included in the Initial Study for the proposed project. Additionally, Mitigation Measure T-1, as modified, is as effective as the mitigation measure included in the December 2021 IS/MND, because the new measure will avoid or reduce any potentially significant safety impacts to motorists and pedestrians to at least the same degree as the previous measures by the design of an off-site traffic signal including the required striping and crosswalks at the intersection. Moreover, because there is no change to the environment nor would it alter the impact analysis, the new mitigation measure does not cause any potentially significant effect. Therefore, the proposed revisions to the IS/MND would not meet the conditions pursuant to CEQA Guidelines 15073.5, Recirculation of a Negative Declaration Prior to Adoption, that would constitute a substantial revision requiring recirculation of the IS/MND.

Transportation

Pursuant to City Council Resolution No. 2020-53-3163, wherein the City Council of the City of Irwindale adopted “Vehicle Miles Traveled” thresholds of significance for purposes of analyzing transportation impacts under CEQA Guidelines section 15064.3, Urban Crossroads conducted a transportation analysis as part of the analysis of the project within the MND. CEQA Guidelines Section 15064.3 identifies vehicle miles traveled (“VMT”) — meaning the amount and distance of automobile travel attributable to a project — as the most appropriate metric to evaluate a project's transportation impacts.

Pursuant to the Office of Planning and Research (“OPR”) Technical Advisory on Evaluating Transportation Impacts in CEQA, absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact. The Project was analyzed to generate or attract fewer than 110 trips per day, thus VMT analysis was screened out due to a presumption of less than significant impacts.

However, the City of Irwindale's Policy Guidelines for Traffic Impact Reports requires that projects undergo a Level of Service (“LOS”) analysis. Urban Crossroads estimated vehicle trips based on data from the ITE (Institute of Transportation Engineers) Trip Generation Manual, a nationally recognized source for estimating land use-specific trip

generation, which is listed as a fundamental requirement within the City's Policy Guidelines for Traffic Impact Reports. To account for the effects of truck traffic in the traffic analyses, vehicle mix data from the City of Fontana Truck Trip Generation Study was utilized to generate estimated truck trips.

The transportation analysis report found that improvements were needed at two intersections—Azusa Canyon Road/Los Angeles Street and Azusa Canyon Road/Arrow Highway—to provide an acceptable level of service at these locations. The recommendations and conditions of approval include contributions on a fair-share basis to address existing deficient operations (see Appendix I). The proposed signal control improvement at Azusa Canyon Road/Arrow Highway is based on the Project's fair share of impacts, calculated to be 9%, with the Applicant agreeing to contribute \$550,000 to the new traffic signal. The Project is estimated to impact the Azusa Canyon Road/Arrow Highway intersection on a fair share basis of 2%, with the Applicant agreeing to contribute its fair share amount to the lane configuration and traffic signal phasing modification improvement. It is the professional assessment and recommendation of Urban Crossroads that these mitigation measures will reduce any impacts to less than significant levels and will significantly improve the existing levels of service at the intersections. These improvement requirements are incorporated in the Conditions of Approval.

Additionally, a project Condition of Approval requires that any proposed tenant(s) provide a site-specific trip generation technical memo demonstrating that the business will not exceed the maximum limit of allowable trips as studied by the transportation analysis. The condition also states that the City will regularly and continually monitor the actual trips generated by the project and enforce the maximum limit of allowable trips. The owner/applicant shall be solely responsible for all costs related to analyses, peer review, monitoring and enforcement.

Staff has been informed that Rexford Industrial Realty has been granted an ingress-egress easement for a portion of the property directly adjacent to the Project by Lansford Development, owners and operators of the onsite business Decore-rative Specialties, as well as owners of the property at 4414 Azusa Canyon Road, known as Assessor's Parcel No. 8417-004-007.

The easement is 63.5 feet wide having the north line of the easement adjoining the south line of Assessor's Parcel 8417-004-006. The easement begins at the easterly right-of-way of Azusa Canyon Road and terminates easterly at the curve on the westerly rail road right-of-way, identified as Assessor's Parcel 8417-004-907.

SITE PLAN AND DESIGN REVIEW

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this

chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review.”

Development Standards

Development Standard	Minimum Requirement	Project Proposal
Front Yard Setback	20'-0"	69'-0" – 105'-0"
Side Yard Setback	20'-0"	25'-0" – 160'-0"
Rear Yard Setback	N/A	48'-5" – 108'-11"
Floor Area Ratio (F.A.R.)	1.0:1.0	0.52:1.0
Building Height ²	35'-0"	39'-0"
Landscaping	10%	11%
Parking	116	123
Truck/Trailer Parking	N/A	N/A

Project Description

The proposed project is for the construction of a ±129,830 square-foot speculative concrete tilt-up building and associated passenger vehicle parking. The building consists of ±9,160 square feet of office, ±17,000 square feet of manufacturing and ±103,670 square feet of warehousing. The property has a gross square footage of 256,664 square feet (5.89 acres) and a net square footage of 251,096 square feet (5.76 acres). There is a required street dedication (Exhibit “D”) along Azusa Canyon Road of 5,568 square feet (0.13 acres). At this time, there is no prospective user.

Tribal Consultation

On May 10, 2021, the following tribes were notified pursuant to AB 52:

Gabrielino Band of Mission Indians–Kizh Nation
Gabrielino/Tongva San Gabriel Band of Mission Indians
Gabrielino/Tongva Nation
Gabrielino/Tongva Indians of California Tribal Council
Gabrielino-Tongva Tribe
Santa Rosa Band of Cahuilla Indians
Soboba Band of Luiseno Indians

Three (3) responses were received. The Gabrielino/Tongva Indians of California Tribal Council requested that the tribe be notified if prehistoric materials or burial remains are found during construction. If burial remains are found, the tribe wants to engage in formal consultation. The Gabrielino Band of Mission Indians–Kizh Nation provided tribal archive information identifying the high cultural sensitivity of the project site. To avoid impacting or destroying tribal cultural resources that may be inadvertently unearthed during the project's ground disturbing activities the tribe provided the City with measures to mitigate

² Per IMC Subsection 17.08.085 “Building Height” means the vertical distance from the finished grade of the lot to the highest average point of the building or structure.

or avoid a significant effect on tribal cultural resources. The Santa Rosa Band of Cahuilla Indians responded that the tribe did not have any comments.

Building Design/Design Guidelines

The proposed project is a single-story building located on the former PepsiCo Bottling plant. The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

The building incorporates tower elements as focal points and breaks up the expansive exterior walls with architectural projections and details around the windows. The vertical and horizontal reveals, arched windows and multi-color palette also work to add depth and character to the building. The design is similar to many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness.

Design Enhancements

Based on feedback from the Planning Commissioners, the Applicant team revisited the designs for the sidewalk and water fountain. A meandering sidewalk along Azusa Canyon Road is now incorporated in the updated site plan. The Applicant is also proposing a "Welcome to Irwindale" sign on the water fountain on the corner of Azusa Canyon Road and Los Angeles Street. A revised site plan and detail of the water fountain has been included in the project plans and attached to this report as Exhibit "C".

Operation

The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation. However, certain uses would not be allowed or would be subject to a Conditional Use Permit. These uses would require Planning Commission approval prior to operation and be subject to a set of Conditions of Approval and a signed Affidavit of Acceptance from the property owner and tenant acknowledging and agreeing to abide by the imposed conditions. Cold storage has been expressly prohibited for this site without further future environmental analysis. The overwhelming majority of new industrial development in the City is speculative.

Landscaping, Project Fencing and Screening

Approximately 27,979 square feet (11%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed percentage meets and exceeds the required ten percent (10%) that is required within the Irwindale Municipal Code. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover. An eight (8) foot high steel fencing is proposed which surrounds the majority of the property.

Access and Circulation

Ingress and egress to the site are provided via a three (3) driveways, one fronting onto Azusa Canyon Road and the other two (2) fronting on Los Angeles Street. The proposed building is setback approximately 69'-0", which will also accommodate projected queuing, thus avoid overflow onto Azusa Canyon Road and Los Angeles Street. A 20'-0" wide street dedication along Azusa Canyon Road is required.

Parking

IMC Subsection 17.64.030.P(2) provides, "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area.

Based on the proposed square footage, the project requires 116 stalls and 123 stalls are being proposed [five (5) ADA stalls, ninety-seven (97) standard stalls and twenty-one (21) compact stalls]. There are no designated trailer stalls. All parking is surface parking; there are no proposed parking structures or subterranean lots.

Building Height

The maximum building height in the M-1 (Light Manufacturing) zone is 35'-0". Per IMC Subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure. The rooflines vary from approximately 30'-7" to 35'-0" and the parapet walls, including the architectural features extend to a maximum height of 39'-0". IMC Subsection 17.68.010 "Height of Penthouses and Roof Structures" allows parapet walls to be erected above the height limits prescribed.

Signage

IMC Section 17.56.050 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the speculative industrial building, the allowable amount of wall signage would equate to ±1,298 square feet. Freestanding signs would be limited to 150 square feet regardless of building size.

ANALYSIS***Site Plan & Design Review Analysis***

Before any Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below:

1. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The subject site is zoned M-1 (Light Manufacturing) and has a General Plan land use designation of Industrial/Business Park and Residential. The existing General Plan and Zoning designations are consistent, which eliminates the need for any legislative action such as a Zone Change or General Plan Amendment. The project also meets the minimum development standards for the applicable zones, such as setbacks, height, floor area ratio (F.A.R), parking and aesthetic design without the need for a Zone Variance to accommodate a deviation from any measurable standards. The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation, however certain uses would be not be allowed or would be subject to a Conditional Use Permit.

2. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

3. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

- a) Facilities and improvements,

The proposed building is setback approximately 69'-0" from vehicle ingress to accommodate projected queuing, thus avoiding overflow onto Azusa Canyon Road and Los Angeles Street. All structures and infrastructure improvements will be constructed to current code and completed prior to issuance of the Certificate of Occupancy.

- b) Pedestrian and vehicular ingress, egress, and internal circulation,

There is no proposed through-site access. The site is bordered by industrial buildings to the north, south, and east and the City's Public Works yard and Olive Pit to the west. Azusa Canyon Road and Los Angeles Street serve as the vehicular access to the site. There is also a required 20'-0" street dedication on Los Angeles Street, which includes a meandering sidewalk.

- c) Setbacks,

The project has been designed to comply with and exceed the minimum required setbacks for the M-1 (Light Manufacturing) zone. The proposed front yard setbacks range from 20'-0" to 105'-0", exceeding the minimum requirement of 20'-0". The proposed side yard setbacks range from 25'-0" to 160'-0", exceeding the minimum requirement of 20'-0". The proposed rear yard setbacks range from 48'-5" to 108'-

11", and there is no required rear yard setback when abutting non-residentially zoned properties.

d) Height of buildings,

The maximum building height in the M-1 (Light Manufacturing) zone is 35'-0". Per IMC Subsection 17.08.085, "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure. Per IMC Subsection 17.68.010, parapet walls may be erected above the height limits. The rooflines vary from approximately 30'-7" to 35'-0" and the parapet walls, including the architectural features extend to a maximum height of 39'-0". Nonetheless, the proposed buildings have been designed to complement the massing and height of the existing buildings in the area.

e) Signs,

Based on the approximate square footage of the speculative industrial building, the allowable amount of wall signage would equate to ±1,298 square feet. Freestanding signs would be limited to 150 square feet regardless of building size.

f) Mechanical and utility service equipment,

The site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area. The parapet roof will provide adequate screening of any proposed rooftop equipment. During the permitting process, a line of sight study is required to substantiate proper screening. Mechanical equipment and storage areas are screened, out of public view and often with solid walls and landscaping.

g) Landscaping,

The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale. Approximately 27,979 square feet (11%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover.

h) Grading,

Project has been designed to take advantage of the existing topography, thus reducing grading activities on site. A grading permit will be required and issued from Building and Safety.

i) Lighting,

All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the

review and approval of the Community Development Department and the Police Department.

j) Parking,

IMC Subsection 17.64.030.P(2) provides, "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area. Based on the proposed square footage, the project requires 116 stalls and 123 stalls are being proposed [five (5) ADA stalls, ninety-seven (97) standard stalls and twenty-one (21) compact stalls]. All parking is surface parking; there are no proposed parking structures or subterranean lots.

k) Drainage,

A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.

l) Intensity of land use.

The project is located on a flat, irregularly shaped lot. It had been used as an orchard from at least 1928 until around 1952, when the site became vacant. The current main building was constructed in 1956 and was used by PepsiCo as a bottling plant. The site is presently developed with one building of approximately 62,713 square feet in the western half of the site, a large metal shed north of the building, and a loading dock and large truck yard on the eastern portion of the site (LACOA 2021). The building is a single-story structure of concrete tilt-up construction on a concrete slab floor. The metal shed was part of the old truck wash area that is connected to the building by an overhang. The bottling plant ceased operation in December 2020 and the site has remained vacant. The proposed building will be approximately 129,830 square feet with associated passenger vehicle parking, truck parking, and eighteen (18) loading docks. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-1 (Light Manufacturing), as well as adjacent industrial land uses.

4. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade

elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

CONCLUSION

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

1. Adopt Resolution No. 813(22) recommending that the City Council adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP);
2. Adopt Resolution No. 814(22) recommending that the City Council approve Site Plan and Design Review (DA) No. 04-2020 subject to the proposed Conditions of Approval to permit the proposed improvements as presented herein.

Alternative Actions:

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

ATTACHMENTS

- Exhibit A: Resolution No. 813(22)
Exhibit B: Resolution No. 814(22) with Conditions of Approval
Exhibit C: Project Plans
Exhibit D: Street Dedication Exhibit
Exhibit E: Memo to Planning Commission, dated September 15, 2022 with links to project files: <https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>
Exhibit F: Response to the Lozeau Drury, LLP letter, dated March 7, 2022
<https://www.irwindaleca.gov/DocumentCenter/View/7440/Exhibit-F---Response-to-Lozeau-Drury-LLP-03072022>
Exhibit G: Response to the Lozeau Drury, LLP letter, dated May 3, 2022
<https://www.irwindaleca.gov/DocumentCenter/View/7441/Exhibit-G---Response-to-Lozeau-Drury-LLP-05032022>

ATTACHMENT E

RESOLUTION NO. 813(22)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE, RECOMMENDING THAT THE CITY COUNCIL ADOPT THE MITIGATED NEGATIVE DECLARATION (MND) AS AMENDED BY THE IMPOSITION OF A SUBSTITUTE MITIGATION MEASURE, AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE FEET FOR PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

A. RECITALS.

- (i) Michael Ramirez, 11620 Wilshire Boulevard, 10th Floor, Los Angeles, CA 90025, on behalf of Rexford Realty Industrial, has made a request for a Site Plan and Design Review (DA) for the construction of one (1) speculative concrete tilt-up building totaling approximately 129,830 square feet.
- (ii) The Subject Property is located at 4416 Azusa Canyon Road, within the City of Irwindale (APN: 8417-004-006). The Subject Property is currently zoned M-1 (Light Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."
- (iii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency has analyzed the project and has prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall, and the Irwindale Public Library. A copy of the MND and the Mitigation Monitoring and Reporting Program was posted on the City's website.
- (iv) The public review period for the MND ended on January 19, 2022.
- (v) The Final MND was prepared on the proposed project, including the Draft MND, comments received on the Draft MND and responses to those comments, and revisions and corrections to the Draft MND made in response to comments received.

- (vi) On February 16, 2022, the Planning Commission conducted a duly noticed public hearing on the Final MND at which time it received input from staff, the City Attorney's Office, and the Applicant, heard public testimony, and discussed the Proposed Project; and closed the public hearing, requested staff to provide more information on the traffic study and continued the meeting to a date uncertain.
- (vii) On March 16, 2022, the Planning Commission Meeting was cancelled.
- (viii) On May 18, 2022, the Planning Commission conducted a duly noticed public hearing on the MND at which time it received input from staff, the City Attorney's Office, and the Applicant, heard public testimony, and discussed the Proposed Project; and closed the public hearing and continued the meeting to a date uncertain.
- (ix) In accordance with CEQA Regulation 15074.1, as a result of the public review process for a proposed mitigated negative declaration, the lead agency may conclude that certain mitigation measures identified in the MND are infeasible or otherwise undesirable. Prior to approving the project, the lead agency may delete those mitigation measures and substitute for them other measures which the lead agency determines are equivalent or more effective.
- (x) In response to public comments received, the IS/MND has been revised to contain sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.
- (xi) On September 21, 2022, the Irwindale Planning Commission conducted a duly noticed public hearing, closed the public hearing and recommended that the Irwindale City Council approve the Site Plan and Design Review (DA), subject to the approval of a Resolution, which details the specific Conditions under which the Application was approved.
- (xii) This document was prepared concurrently with the Site Plan and Design Review (DA) No. 04-2020.
- (xiii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, Planning Commission of the City of Irwindale, having reviewed and considered the information in the MND and supporting documents and materials, does hereby find, determine, resolve and order as follows:

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

2. Pursuant to the California Environmental Quality Act ("CEQA") and the City's Local CEQA Guidelines, City staff prepared an Initial Study for the project. City staff determined that there was no substantial evidence that the project would have a significant effect on the environment after the implementation of Mitigation Measures. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

3. The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program and technical studies were posted on the City's website.

The Planning Commission has reviewed the Initial Study and Mitigated Negative Declaration, comments received regarding the Mitigated Negative Declaration thereto, and City staff's responses. In accordance with CEQA Regulation 15074.1, in response to public comments received, the IS/MND has been revised to contain sections that were not available at the time of the IS/MND publication. These revisions include modifications to Mitigation Measure T-1, updates to the project description, and updates to intersection concept designs.

The Transportation Analysis for the proposed project (Appendix I of the IS/MND) included recommended improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The improvements address potential safety concerns in conjunction with the proposed off-site traffic signal at this intersection. These recommendations were included as Mitigation Measure T-1 in the December 2021 IS/MND.

The concept design for the intersection at Azusa Canyon Road and Los Angeles Street has been updated since the publication of the IS/MND. The updated concept plans are shown in Appendix 4 of the MND and include two alternative designs.

In comparison to the original design, neither of the design alternatives would restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road. However, restriction of on-street parking on the east side of Azusa Canyon Road, north of Los Angeles Street, would still be required. Under the original design, new crosswalks on the east and west leg of the intersection were proposed. For the two alternatives shown in Appendix 4:

- Alternative 1 would require a crosswalk on the east and west leg of the intersection, similar to the original design. This alternative also includes a curb “bulb-out” at the southeast corner of the intersection. This improvement allows the parking along the south side of Los Angeles Street to be preserved.
- Alternative 2 would require a crosswalk on the east, west, and south leg of the intersection.

Under existing conditions, there is only one crosswalk on the north leg of the intersection.

Mitigation Measure T-1¹

Prior to the issuance of occupancy permits, the project applicant shall submit final improvement plans for the Azusa Canyon Road/Los Angeles Street intersection, including the new traffic signal and crosswalk striping. The plans shall be submitted to and approved by the City’s Public Works Department. The plans shall: ~~provide the following improvements at the intersection of Azusa Canyon Road and Los Angeles Street:~~

- ~~• A new crosswalk on the east leg of the intersection.~~
- Include new crosswalks (as shown in the two alternatives in Appendix 4 [final alternative pending selection]) as follows:
 - Alternative 1 – north, west and east legs of the intersection
 - Alternative 2 – north, west, and south legs of the intersection
- ~~• Restrict on-street parking on the south side of Los Angeles Street, east of Azusa Canyon Road, within 150 feet of the intersection.~~
- Restrict ~~Include~~ on-street parking restriction on the east side of Azusa Canyon Road, north of Los Angeles Street, within 150 feet of the intersection.
- Demonstrated compliance with required ~~Review~~ sight distance and other safety considerations.

Based on the record before it, the Planning Commission hereby finds that Mitigation Measure T-1 includes updated concept designs for the proposed improvements at the intersection of Azusa Canyon Road and Los Angeles Street. The proposed revisions do not represent substantive project changes with respect to CEQA. These changes would not result in any physical change to the environment and would not alter the impact analysis as included in the Initial Study for the proposed project. The bulb-out proposed for Alternative 1 and the altered pedestrian circulation associated with Alternative 2 would not disturb any additional land compared to the original improvements and all

¹ ~~Strikeout~~ text to indicate deletions and underlined text to signify additions.

improvements would be within existing right-of-ways. As with the original mitigation measure, the updated mitigation measure would require the off-site traffic signal and would substantially improve pedestrian safety at the intersection. The alternative designs have been prepared by Urban Crossroads and adhere to applicable design standards, including required sight distances. The updated mitigation measure, therefore, would not result in a significant environmental effect and would be as effective as the original mitigation measure in the December 2021 IS/MND, because the new measure will avoid or reduce any potentially significant safety impacts to motorists and pedestrians to at least the same degree as the previous measures by the design of an off-site traffic signal including the required striping and crosswalks at the intersection. Moreover, because there is no change to the environment nor would it alter the impact analysis, the new mitigation measure does not cause any potentially significant effect on the environment itself.

4. Based on the whole record before it, the Planning Commission hereby finds: (i) that the Mitigated Negative Declaration as amended, was prepared in compliance with CEQA; and (ii) that there is no substantial evidence that the project will have a significant effect on the environment after the implementation of mitigation measures. The Planning Commission further finds that the Mitigated Negative Declaration as amended reflects the independent judgment and analysis of the Planning Commission. Based on these findings, the Planning Commission therefore recommends that the City Council adopt the Mitigated Negative Declaration, as amended, attached hereto as Exhibit "E" (<https://www.irwindaleca.gov/DocumentCenter/View/7118>).

5. The Planning Commission has also reviewed and considered the Mitigation Monitoring and Reporting Program (MMRP) prepared for the project pursuant to the requirements of Public Resources Code Section 21081.6 and finds that the Mitigation Monitoring and Reporting Program is designed to ensure compliance with the mitigation measures during project implementation. The Planning Commission therefore recommends that the City Council adopt the Mitigation Monitoring and Reporting Program for the project, attached hereto as Exhibit "E" (<https://www.irwindaleca.gov/DocumentCenter/View/7237>).

6. The custodian of records for the Initial Study, Mitigated Negative Declaration, MMRP and all other materials, which constitute the record of proceeding upon which the Planning Commission's decision is based, is the Director of Community Development of the City of Irwindale. Those documents are available for public review in the Community Development Department – Planning Division, located at 16102 Arrow Highway and City Hall and the Irwindale Public Library, located at 5050 Irwindale Avenue.

7. The Secretary shall:

a. Certify to the adoption of this Resolution; and

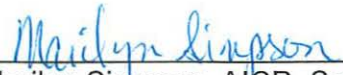
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 21st day of September 2022.



Suzanne E. Gomez, Chair
City of Irwindale Planning Commission

ATTEST:



Marilyn Simpson, AICP, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 21st day of September 2022, by the following vote:

AYES: COMMISSIONERS: D. Fuentes, E. Burrola, S. Gomez
NOES: COMMISSIONERS: R. Chico, R. Hartman
ABSENT: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:



Marilyn Simpson, AICP, Secretary

Exhibits (*Digital Downloads*):

- Mitigated Negative Declaration (MND) –
<https://www.irwindaleca.gov/DocumentCenter/View/7118>
- Mitigated Monitoring and Reporting Program –
<https://www.irwindaleca.gov/DocumentCenter/View/7237>
- Response to Comments –
<https://www.irwindaleca.gov/DocumentCenter/View/7236>

ATTACHMENT F

RESOLUTION NO. 814(22)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL APPROVE SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2020 FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE-FEET FOR THE PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT.

A. RECITALS.

- (i) Michael Ramirez, 11620 Wilshire Boulevard, 10th Floor, Los Angeles, CA 90025, on behalf of Rexford Realty Industrial, has made a request for a Site Plan and Design Review (DA) for the construction of a speculative concrete tilt-up building totaling approximately 129,830 square feet.
- (ii) The Subject Property is located at 4416 Azusa Canyon Road (APN 8417-004-006). The Subject Property is currently zoned M-1 (Light Manufacturing). Hereinafter in this Resolution, the subject Site Plan and Design Review shall be referred to as the "Application."
- (iii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency has analyzed the project and has prepared a Mitigated Negative Declaration (MND). The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall, and the Irwindale Public Library. A copy of the MND and the Mitigation Monitoring and Reporting Program was posted on the City's website.
- (iii) The public review period for the MND ended on January 19, 2022.
- (iv) The Final MND was prepared on the proposed project, including the Draft MND, comments received on the Draft MND and responses to those comments, and revisions and corrections to the Draft MND made in response to comments received.
- (v) On February 16, 2022, the Irwindale Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and requested staff to provide more information on the transportation impacts analysis and continued the meeting to a date uncertain.

- (vi) On March 16, 2022, the Planning Commission Meeting was cancelled.
- (vii) On May 18, 2022, the Planning Commission conducted a duly noticed public hearing on the MND at which time it received input from staff, the City Attorney's Office, and the Applicant, heard public testimony, and discussed the Proposed Project; and closed the public hearing and continued the meeting to a date uncertain.
- (viii) In accordance with CEQA regulation 15074.1, on September 21, 2022, the Irwindale Planning Commission held a duly noticed public hearing on a revised mitigation measure for the MND, closed the public hearing and recommended that the City Council approve and the MND as amended to include the subsequent mitigation measure;
- (ix) On September 21, 2022, the Irwindale Planning Commission conducted a duly noticed public hearing on the Application, closed the public hearing and recommended that the Irwindale City Council approve the Site Plan and Design Review (DA), subject to the approval of a Resolution, which details the specific Conditions under which the Application was approved.
- (x) This application is being processed concurrently with the MND and MMRP.
- (xi) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

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

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

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "B," this Planning Commission hereby specifically finds as follows:

- A. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.

The subject site is zoned M-1 (Light Manufacturing) and has a General Plan land use designation of Industrial/Business Park. The existing General Plan and Zoning designations are consistent, which eliminates the need for any legislative action such as a Zone Change or General Plan Amendment. The project also meets the minimum development standards for the applicable zones, such as setbacks, height, floor area ratio (F.A.R), parking and aesthetic design without the need for a Zone Variance to accommodate a deviation from any measurable standards. The prospective use is currently unknown but there are many potential uses that are permitted by right due to the current zoning designation, however certain uses would be not be allowed or would be subject to a Conditional Use Permit.

- B. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable, as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreements involved.

- C. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

- i. Facilities and improvements,

The proposed building is setback approximately 69'-0" from vehicle ingress to accommodate projected queuing, thus avoiding overflow onto Azusa Canyon Road and Los Angeles Street. All structures and infrastructure improvements will be constructed to current code and completed prior to issuance of the Certificate of Occupancy.

- ii. Pedestrian and vehicular ingress, egress, and internal circulation,

There is no proposed through-site access. The site is bordered by industrial buildings to the north, south, and east and the City's Public Works yard and Olive Pit to the west. Azusa Canyon Road and Los Angeles Street serve as the vehicular access to the site. There is also a required 20'-0" street dedication on Los Angeles Street, which includes a meandering sidewalk.

- iii. Setbacks,
The project has been designed to comply with and exceed the minimum required setbacks for the M-1 (Light Manufacturing) zone. The proposed front yard setbacks range from 20'-0" to 105'-0", exceeding the minimum requirement of 20'-0". The proposed side yard setbacks range from 25'-0" to 160'-0", exceeding the minimum requirement of 20'-0". The proposed rear yard setbacks range from 48'-5" to 108'-11", and there is no required rear yard setback when abutting non-residentially zoned properties.
- iv. Height of buildings,
The maximum building height in the M-1 (Light Manufacturing) zone is 35'-0". Per IMC Subsection 17.08.085 "Building Height" means the vertical distance from the finished grade of the lot to the highest average point of the building or structure. Per IMC Subsection 17.68.010, parapet walls may be erected above the height limits. The rooflines vary from approximately 30'-7" to 35'-0" and the parapet walls, including the architectural features extend to a maximum height of 39'-0". Nonetheless, the proposed buildings have been designed to complement the massing and height of the existing buildings in the area.
- v. Signs,
Based on the approximate square footage of the speculative industrial building, the allowable amount of wall signage would equate to ±1,298 square feet. Freestanding signs would be limited to 150 square feet regardless of building size.
- vi. Mechanical and utility service equipment,
The site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area. The parapet roof will provide adequate screening of any proposed rooftop equipment. During the permitting process, a line of sight study is required to substantiate proper screening. Mechanical equipment and storage areas are screened, out of public view and often with solid walls and landscaping.
- vii. Landscaping,
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale. Approximately 27,979 square feet (11%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, shrubs, and groundcover.
- viii. Grading,
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site. A grading permit will be required and issued from Building and Safety.

- ix. Lighting,
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities or spill onto other properties, creating a nuisance. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
- x. Parking,
IMC Subsection 17.64.030.P(2) provides, "Offices not providing customer service on the premises" requires a minimum one (1) parking space for each two (2) employees on the maximum (most workers) working shift or one (1) space for each 350 square feet of gross floor area, whichever is the greater and IMC Subsection 17.64.030(V) "Warehouse and storage buildings" requires one (1) parking space for each 1,000 square feet of the first 20,000 square feet of gross floor area, one (1) space for each 2,000 square feet for the next 20,000 square feet of gross floor area and one (1) space for each 4,000 square feet for all floor area over 40,000 square feet of gross floor area. Based on the proposed square footage, the project requires 116 stalls and 123 stalls are being proposed [five (5) ADA stalls, ninety-seven (97) standard stalls and twenty-one (21) compact stalls]. All parking is surface parking; there are no proposed parking structures or subterranean lots.
- xi. Drainage,
A Water Quality Management Plan (WQMP) has been prepared to address hydrology and drainage.
- xii. Intensity of land use.
The project is located on a flat, irregularly shaped lot. It had been used as an orchard from at least 1928 until around 1952, when the site became vacant. The current main building was constructed in 1956 and was used by PepsiCo as a bottling plant. The site is presently developed with one building of approximately 62,713 square feet in the western half of the site, a large metal shed north of the building, and a loading dock and large truck yard on the eastern portion of the site (LACOA 2021). The building is a single-story structure of concrete tilt-up construction on a concrete slab floor. The metal shed was part of the old truck wash area that is connected to the building by an overhang. The bottling plant ceased operation in December 2020 and the site has remained vacant. The proposed building will be approximately 129,830 square feet with associated passenger vehicle parking, truck parking, and eighteen (18) loading docks. The proposed industrial warehouse building is consistent with the General Plan designation of Industrial/Business Park and Zoning designation of M-1 (Light Manufacturing), as well as adjacent industrial land uses.

D. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed tilt-up building incorporates many of the desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the use of an authentic period style compatible with City context, new buildings that draw upon the fundamental characteristics of existing buildings in the City, façade depth of plans and variations on all sides, including varied rooflines, berms, meandering sidewalks and multi-layered landscaping.

3. The MND was circulated for public review for the required 30 days from December 21, 2021 through January 19, 2022. A copy of the MND was circulated through the State Clearinghouse, posted on the City's website (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>) and was available at the Community Development Department – Planning Division, City Hall and the Irwindale Public Library. A copy of the MND and Mitigation Monitoring and Reporting Program and technical studies were posted on the City's website.

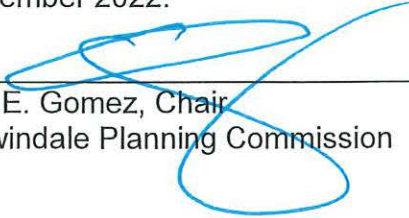
4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission approves the application for the Site Plan and Design Review (DA) subject to adoption of the MND by the City Council, including the corresponding Mitigation Monitoring and Reporting Program.

5. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the Application subject to the conditions set forth in Exhibit "B" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

6. The Secretary shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 21st day of September 2022.



Suzanne E. Gomez, Chair
City of Irwindale Planning Commission

ATTEST:



Marilyn Simpson, AICP, Secretary

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at the meeting of the Planning Commission of the City of Irwindale held on the 21st day of September 2022, by the following vote:

AYES: COMMISSIONERS: D. Fuentes, E. Burrola, S. Gomez
NOES: COMMISSIONERS: R. Chico, R. Hartman
ABSENT: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:



Marilyn Simpson, AICP, Secretary

PLANNING COMMISSION RESOLUTION NO. 814(22)

Site Plan and Design Review No. 04-2020
Speculative, concrete tilt-up building
4416 Azusa Canyon Road
Irwindale, CA 91706

A. GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA), allow for the construction of one (1) speculative, concrete tilt-up building substantially in conformance with the plans submitted to the City dated September 14, 2022.
2. A building permit shall be obtained within twelve (12) months from the date of approval. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Director at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Director may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
3. The Applicant shall agree and consent, in writing, to each and every condition set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Site Plan and Design Review (DA).
4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department for the speculative building, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body to Site Plan and Design Review Permit No. 04-2020, including the environmental review and approvals therefore. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.
8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.
9. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.
10. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.
11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.
12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-1 (Light Manufacturing) zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. The use and improvements authorized by this Site Plan and Design Review (DA), shall conform to the plans as finally approved by the City (dated September 14, 2022) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Director, shall require the prior approval of the final approving body (City Council) pursuant to the amendment of the Site Plan and Design Review Permit.
2. This project shall be subject to the City of Irwindale's utility tax.
3. This project shall be subject to the City of Irwindale's Development Impact Fees (DIF).
4. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans submitted to the Building Division for plan check.

5. The following use(s) shall be prohibited. Should any of the following uses be proposed, environmental review shall be required prior to any tenant improvements to the building.
 - a. Cold storage
6. Any future last mile tenant, which would provide the last leg of the delivery or final step in the supply chain, shall be subject to additional analysis including, but not limited to, traffic, air quality/greenhouse gas.
7. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."
8. Landscaping shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Conceptual Landscape and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.
9. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Director and the Director of Engineering. Vision clearance shall be maintained at all vehicle entrances and exits.
10. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.
11. A six (6) inch horizontal concrete curb shall surround all landscaped planters.
12. The following invasive plants shall not be used in landscaping:
 - *Carpobrotus edulis* (ice plant)
 - *Hedera helix*, *H. Hibernica*, *H. canariensis* (English ivy, Irish ivy, Algerian ivy)
 - *Vinca Major* (periwinkle)
 - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
 - *Cortaderia selloana*, *C. jubata* and all cultivars and varieties (pampas grass)
 - *Retama monosperma*, *Genista monspessulana*, *Cytisus striatus*, *Cytisus scoparius*, and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
 - *Acacia Cyclops* (acacia or western coastal wattle)
 - *Myoporum laetum* (myoporum)
 - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
 - *Schinus terebinthifolius* (Brazilian pepper)
 - *Eucalyptus globules*, *E. camaldulensis* (eucalyptus, blue gum, and red gum)
13. A minimum of 10% ($\pm 25,110$ square feet) the total lot area shall be landscaped.

14. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.
15. Any event not held during typical hours of operation shall be subject the Community Development Department review.
16. The Applicant shall obtain approval and permits from the Planning and Building Divisions for all project signage prior to construction of any signs on the project site.
17. Drive aisles shall remain open and unobstructed for vehicular circulation.
18. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.
19. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.
20. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs or similar planting materials as allowed.
21. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings¹. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.
22. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.
23. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

¹ Photovoltaic equipment is exempt from this requirement.

24. A lighting plan shall be submitted for approval by the Community Development Director describing lighting fixtures for building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas. A minimum of 1-foot candle shall be provided.
25. Applicant shall obtain approval and permits from the Community Development Department and Building Division for all project signage prior to construction of any signs on the project site.
26. A temporary chain link fence with green screening, or acoustical fencing assembly as specified in the Mitigated Negative Declaration, shall be installed and maintained around the perimeter of the site at all times during construction.
27. Any masonry walls, tube steel fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.
28. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.
29. Applicant/developer shall post "No Overnight/Unauthorized Parking" signs on the property to prevent unauthorized parking on the site.
30. Construction activity shall take place no earlier than 7:00 AM on each day and no later than 7:00 PM on each day, Monday thru Saturday. No construction activities of any kind shall be performed on Sundays or holidays without a permit per Subsection 9.28.110(A).
31. All construction related activity shall comply with the noise standards as set forth in IMC Section 9.28.030.
32. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

C. FIRE DEPARTMENT

1. Fire Department access shall comply with Section 503 of the Los Angeles County Fire Code.

2. Provide a minimum unobstructed width of 28 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.2.1.2.1, and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building.
3. Cross-hatch any on-site Fire Department vehicular access to within 150 of all portions of the exterior walls.
4. Show any existing fire hydrants within 600 feet of the lot frontage.
5. Submit a fire flow availability form, Form 196 along with plans.
6. All fire hydrants shall measure 6" x 4" x 2½", conforming to AWWA Standard C503-75 or approved equal.
7. Project shall comply with approved plans (Plan# FEPC2020-1317, approved March 9, 2021 and Plan# FEPC2021-1661, approved June 16, 2021).

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.
2. The owner and/or developer shall resurface Azusa Canyon Road (full street width), along the project frontage. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering.
3. The owner and/or developer shall design, install and construct a meandering sidewalk (5 feet wide minimum) on Azusa Canyon Road along the project frontage, in accordance with proposed site plans. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering. Construction plans shall be reviewed and approved by the Director of Engineering. Landscaping and tree planting plans shall be reviewed and approved by the Public Services Director.
4. Roadway dedication and pedestrian access easements (20 feet wide minimum) shall be granted to the City along the project frontage on Azusa Canyon Road as directed by the Director of Engineering.
5. The owner/developer shall obtain written authorization or a construction easement from the owner of the private street along the Los Angeles Street project frontage for the construction of the proposed project improvements.

6. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the Director of Engineering.
7. The owner/developer shall install ADA accessible driveway approaches and remove all existing driveways and parkway drains along Azusa Canyon Road. The owner/developer shall install an ADA curb ramp at the northeast corner of the intersection of Azusa Canyon Road and Los Angeles Street. All improvements shall be constructed in accordance with City standards to the satisfaction of the Director of Engineering.
8. The owner and/or developer shall upgrade street lighting fixtures along the Azusa Canyon Road property frontage to LED fixtures in accordance with Los Angeles County standards and to the satisfaction of the Director of Engineering.
9. The owner and/or developer shall reimburse the City for the actual cost for the installation, replacement or modification of street name signs, traffic control signs, striping and pavement markings required in conjunction with the development.
10. Common driveways shall not be allowed, unless approved by the Director of Engineering. Proposed driveways shall be located clear of existing fire hydrants, street lights, water meters, etc.

UTILITIES

11. Storm drains, catch basins, connector pipes, and appurtenances for the site specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the Director of Engineering's requirements. The owner/developer shall submit grading and drainage plans to the Director of Engineering for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.
12. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.
13. The owner/developer shall obtain a Storm Drain Connection Permit for the connection to the existing storm drain system.
14. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the Director of Engineering.
15. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be

approved by the Director of Engineering. A sewer study shall be submitted along with the sanitary sewer plans.

16. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

17. In accordance with Mitigation Measure T-1 of the project MND, prior to the issuance of certificates of occupancy, the owner/developer shall construct the following improvements:
 - Include new crosswalks (as shown in the two alternatives in Appendix 4 [final alternative pending selection]) as follows:
 - Alternative 1 – north, west and east legs of the intersection
 - Alternative 2 – north, west, and south legs of the intersection
 - Include on-street parking restriction on the east side of Azusa Canyon Road, north of Los Angeles Street, within 150 feet of the intersection.
 - Demonstrated compliance with required sight distance and other safety considerations.
18. Prior to the issuance of building permits, the owner/developer shall pay the projects fair share amount for improvements at the intersection of Arrow Highway and Azusa Canyon Road. Improvements will include the addition of a 3rd westbound through lane and a northbound right turn traffic signal overlap phase.
19. Prior to the issuance of any building permits, the owner/developer shall pay to the City \$550,000 for the installation of a new traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. The owner shall dedicate any easements necessary for the construction, maintenance, and operation of the traffic signal. Improvements will include modifying the existing striping for the eastbound and westbound approaches to provide the following lane configuration:
 - Eastbound: 1 left turn, 1 shared left/through, 1 right turn
 - Westbound: 1 left turn, 1 shared/through/right
20. Prior to the issuance of any occupancy or tenant improvement permit, the proposed tenant(s) shall provide a site-specific trip generation technical memo demonstrating that the average daily vehicle trips do not exceed 362 daily PCE (passenger car equivalent) trips, 45 PCE AM trips, 46 PCE PM trips, and 197 daily passenger car trips. The City will regularly and continually monitor the actual trips generated by the project and enforce the maximum limit of allowable trips. If the project applicant/owner proposes to exceed any limits, additional traffic analyses

and VMT (vehicle miles traveled) analysis shall be reviewed and approved by Director of Engineering. If the VMT exceeds the applicable threshold at the time of subsequent review, the issuance of the respective permit shall be subject to CEQA review. The owner/applicant shall be solely responsible for all costs related to analyses, peer review, monitoring and enforcement.

FEES

21. That the owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.
22. That the owner/developer shall pay the connection fee upon application for storm water connection to the County of Los Angeles system.

MISCELLANEOUS

23. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the Director of Engineering's approval.
24. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.
25. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

E. PUBLIC WORKS SERVICES

1. All utilities and signs on the public right-of-way shall meet horizontal and vertical ADA clearance requirements. The utilities and signs in the public right-of-way

include: two (2) Edison poles, one (1) anchor support for Edison pole, two (2) fire hydrants, one (1) stop sign, one (1) welcome to Irwindale sign, and two (2) speed limit signs.

2. All pedestrian and approach ramps in the public right-of-way shall meet ADA requirements. Pedestrian ramps shall have brick red truncated domes in the public right-of-way.
3. City of Irwindale requests irrigation and landscaping plans for the public right-of-way and parkways. The plans will be submitted to the Public Works Services Manager for review and approval.
4. Repair underground vault to make flush within the sidewalk adjacent to northern most fire hydrant on Azusa Canyon Road.
5. The owner and/or developer shall remove and reconstruct all damaged, deficient, or substandard sidewalk, driveways, curb, and gutter as directed by the City Engineer and the Public Works Services Manager.
6. The owner and/or developer/applicant is responsible for obtaining encroachment permit(s) prior to any type of work in the public right-of-way.
7. Any work within easements on the project site shall require proper permits from the easement holder (City of Irwindale, County of Los Angeles, etc.).
8. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the California Environmental Protection Agency's State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from the following website:
www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
9. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

10. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.
11. No dumping or unpermitted discharges are allowed into the San Gabriel River via Big Dalton Wash, catch basins and storm drains.

F. BUILDING AND SAFETY

1. Complete Construction Documents include but not limited to Grading, Drainage, Soil Investigation, Architectural, Structural, Electrical, Mechanical, Plumbing, Landscaping...etc., shall be submitted to Irwindale Building & Safety Department for Plan check and Approval Process prior to any Permit Issuance. All Construction Documents shall be prepared by a California Licensed Engineer specialized on the submitted documents based on the current Codes adopted by City of Irwindale.
2. Grading, Drainage, Building and all other trade permits shall be obtained from Irwindale Building and Safety Division by a California licensed contractor(s). All construction shall be in compliance with the current Irwindale Building & Municipal Codes.
3. Other agencies' (Fire, Sanitation...etc.) approvals shall be required prior to any permit issuance. An agency referral sheet shall be provided to the applicant at the time of submittal to Building & Safety.
4. The Owner/Developer/Applicant shall be the sole responsible party for all required Plan Check and Permit fees, as well as any other agencies' fees.
5. All plans submitted shall be subject to the County of Los Angeles (City of Irwindale office) Minimum Plan Submittal Requirements for Non-Residential Construction.

LINE TABLE

NO.	DISTANCE	BEARING
L1	33.79	S26°10'49"E

Curve Table

NO.	DISTANCE	RADIUS	DELTA
C1	24.76	2400.00	0°35'28"



SCALE: 1" = 60'

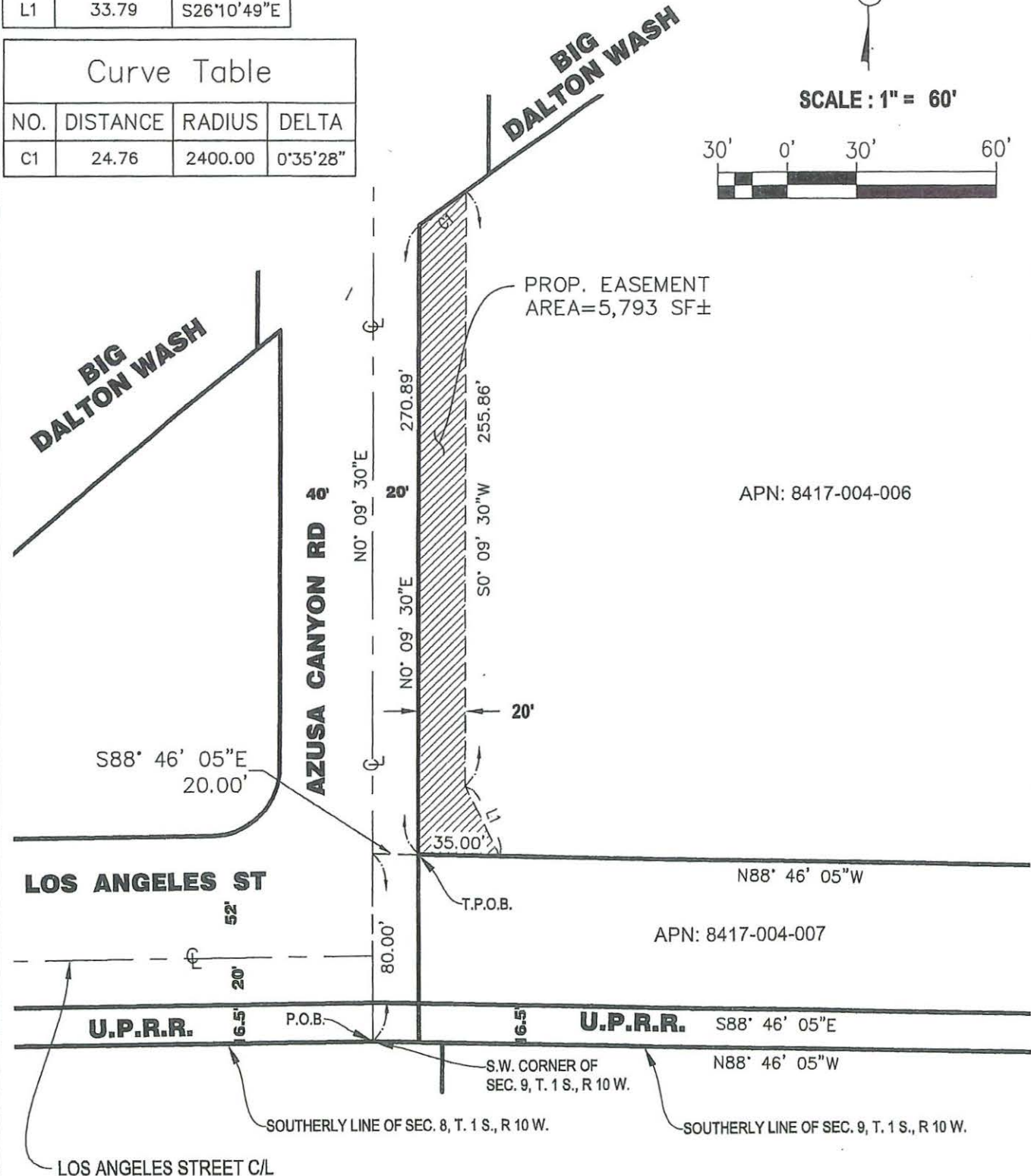
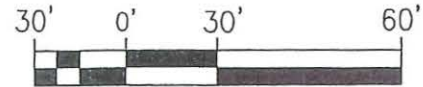


EXHIBIT "B"



ATTACHMENT H

Date: November 14, 2022

To: Honorable Mayor and Members of the City Council

From: Brandi Jones, Senior Planner

Project: 4416 Azusa Canyon Road
Site Plan & Design Review (DA) No. 04-2020
Speculative 129,830 Square-Foot Concrete Tilt-Up Building

Re: Initial Study/Mitigated Negative Declaration

Summary

The Applicant is requesting a Site Plan and Design Review (DA) for the construction of a ±129,830 square-foot speculative concrete tilt-up building and associated passenger vehicle parking. On September 21, 2022, the Planning Commission conducted a duly noticed public hearing on the MND and SP&DR(DA) No. 04-2020. Following Staff's presentation, the Planning Commission opened the hearing for public comment, closed the hearing, and deliberated on the merits of the project. Following deliberation, the Planning Commission voted 3 – 2, to recommend approval of Planning Commission Resolution Nos. 813(22) and 814(22) to the City Council.

In accordance with the California Environmental Quality Act, the City of Irwindale (contracted with PlaceWorks) has prepared an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. The Initial Study and Proposed Mitigated Negative Declaration reflect the independent judgment of City of Irwindale Staff.

Due to the depth of the document and appendices, the Initial Study/Mitigated Negative Declaration and technical appendices are available electronically. These files can also be viewed and/or downloaded from the project's dedicated webpage (<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>). A list of active links has been provided. Hard copies are available for viewing at City Hall, Community Development Department – Planning Division, and the Irwindale Public Library. The entire agenda packet will be distributed during the normal timeframe. The environmental consultant will be in attendance and will be available to answer any questions regarding the document and technical studies.

If you have any questions or concerns, please do not hesitate to contact:
Brandi Jones, Senior Planner at BJones@IrwindaleCA.gov or (626) 430-2260

Documents as of November 14, 2022

Project Webpage

<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>

Environmental Documents

Initial Study/Mitigated Negative Declaration (IS/MND)

<https://www.irwindaleca.gov/DocumentCenter/View/7118>

Response to Comments

<https://www.irwindaleca.gov/DocumentCenter/View/7236>

Mitigation Monitoring and Reporting Program (MMRP)

<https://www.irwindaleca.gov/DocumentCenter/View/7832/Appendix-5-MMRP-September-2022>

September/November 2022 Technical Appendices

Appendix 1 – Los Angeles Regional Water Quality Control Board No Further Action Letter

<https://www.irwindaleca.gov/DocumentCenter/View/7972/Appendix-1-Los-Angeles-Regional-Water-Quality-Control-Board-No-Further-Action-Letter>

Appendix 2 – Lozeau Drury, Supporters Alliance for Environmental Responsibility, Letter Dated March 16, 2022 - Exhibit A

<https://www.irwindaleca.gov/DocumentCenter/View/7967/Appendix-2-Lozeau-Drury-Supporters-Alliance-for-Environmental-Responsibility-Letter-Dated-March-16-2022---Exhibit-A>

Appendix 3 – Construction HRA - Emission Calculations

<https://www.irwindaleca.gov/DocumentCenter/View/7967/Appendix-2-Lozeau-Drury-Supporters-Alliance-for-Environmental-Responsibility-Letter-Dated-March-16-2022---Exhibit-A>

Appendix 4 – Concept Striping Plan

<https://www.irwindaleca.gov/DocumentCenter/View/7969/Appendix-4-Concept-Striping-Plan>

Appendix 5 – MMRP

<https://www.irwindaleca.gov/DocumentCenter/View/7832/Appendix-5-MMRP-September-2022>

Appendix 6A – Transportation Analysis

<https://www.irwindaleca.gov/DocumentCenter/View/7970/Appendix-6A>

Appendix 6B – Access Sensitivity Evaluation

<https://www.irwindaleca.gov/DocumentCenter/View/7933/4416-Azusa-Canyon-Road-Warehouse-Access-Sensitivity-Evaluation-11-09-2022>

Combined Appendices 1 through 6B

<https://www.irwindaleca.gov/DocumentCenter/View/7831/Appendices-11-14-2022>

Technical Appendices

Appendix A - Air Quality (AQ) and Greenhouse Gas (GHG) Background and Modeling

<https://www.irwindaleca.gov/DocumentCenter/View/7119>

Appendix B - Health Risk Assessment (HRA)

<https://www.irwindaleca.gov/DocumentCenter/View/7120>

Appendix C - Cultural and Paleontological Resources Assessment Report

<https://www.irwindaleca.gov/DocumentCenter/View/7121>

Appendix D - Geotechnical Investigation and Results of Infiltration Testing

<https://www.irwindaleca.gov/DocumentCenter/View/7122>

Appendix E - Phase I Environmental Assessment

<https://www.irwindaleca.gov/DocumentCenter/View/7123>

Appendix F - Low Impact Development (LID) Report and Hydrology and Detention Report

<https://www.irwindaleca.gov/DocumentCenter/View/7124>

Appendix G - Noise Background

<https://www.irwindaleca.gov/DocumentCenter/View/7125>

Appendix H - Public Services and Utility Provider Responses

<https://www.irwindaleca.gov/DocumentCenter/View/7126>

Appendix I - Transportation Analysis

<https://www.irwindaleca.gov/DocumentCenter/View/7127>

Appendices Volume I (AQ and GHG, HRA, Cultural and Paleontological Resources, Geotechnical)

<https://www.irwindaleca.gov/DocumentCenter/View/7115>

Appendices Volume II (Phase I)

<https://www.irwindaleca.gov/DocumentCenter/View/7116>

Appendices Volume III (LID, Noise, Public Services and Utility, Transportation)

<https://www.irwindaleca.gov/DocumentCenter/View/7117>

November 10, 2022

Ms. JoAnn Hadfield
PLACEWORKS
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

AZUSA CANYON ROAD WAREHOUSE ACCESS SENSITIVITY EVALUATION

Ms. JoAnn Hadfield,

Urban Crossroads, Inc. is pleased to provide the following Access Sensitivity Evaluation for the Azusa Canyon Road Warehouse development which is located at 4416 Azusa Canyon Road in the City of Irwindale. The purpose of this evaluation is to assess revised project access, specifically limiting Driveway 1 access to Azusa Canyon Road to right turn in/out only access.

PROPOSED PROJECT

The proposed Project land use is unchanged from the land use evaluated in the primary traffic study report previously prepared and consists of a 129,830 square foot building that includes 112,830 square feet of warehouse use and 17,000 square feet of manufacturing use. The project trip generation is consistent with the trip generation presented in the primary project traffic study. The Project is anticipated to generate 262 trip-ends per day with 29 AM peak hour trips and 35 PM peak hour trips. As described in the primary project traffic study report, when truck trips are converted to passenger car equivalents, the project generates 362 daily PCE trips with 45 AM PCE peak hour trips and 46 PM PCE peak hour trips.

SITE ACCESS

The key change being explored in this access sensitivity evaluation is a change to the project access. Driveway 1 provides access to / from Azusa Canyon Road and is assumed to provide right turn in / out only access for purposes of this sensitivity evaluation. Driveway 2 and Driveway 3 provide full access to the project site from the Private Road that is the extension of Los Angeles Street east of Azusa Canyon Road.

Separate passenger car and large truck trip distributions have been developed for purposes of this sensitivity evaluation. The passenger car trip distribution is presented on Exhibit 1. The inbound vehicles that were previously assumed to be traveling southbound on Azusa Canyon Road and making an inbound left turn at Driveway 1 are now assumed to continue south to Los Angeles Street / Private Road and turn left at this intersection. They then use either Driveway 2 or Driveway 3 to access the project site.

The revised large truck trip distribution assumptions are presented on Exhibit 2. The large truck trip distribution assumptions have been carefully considered in light of the revised Driveway 1 access,

EXHIBIT 1: REVISED PROJECT PASSENGER CAR TRIP DISTRIBUTION

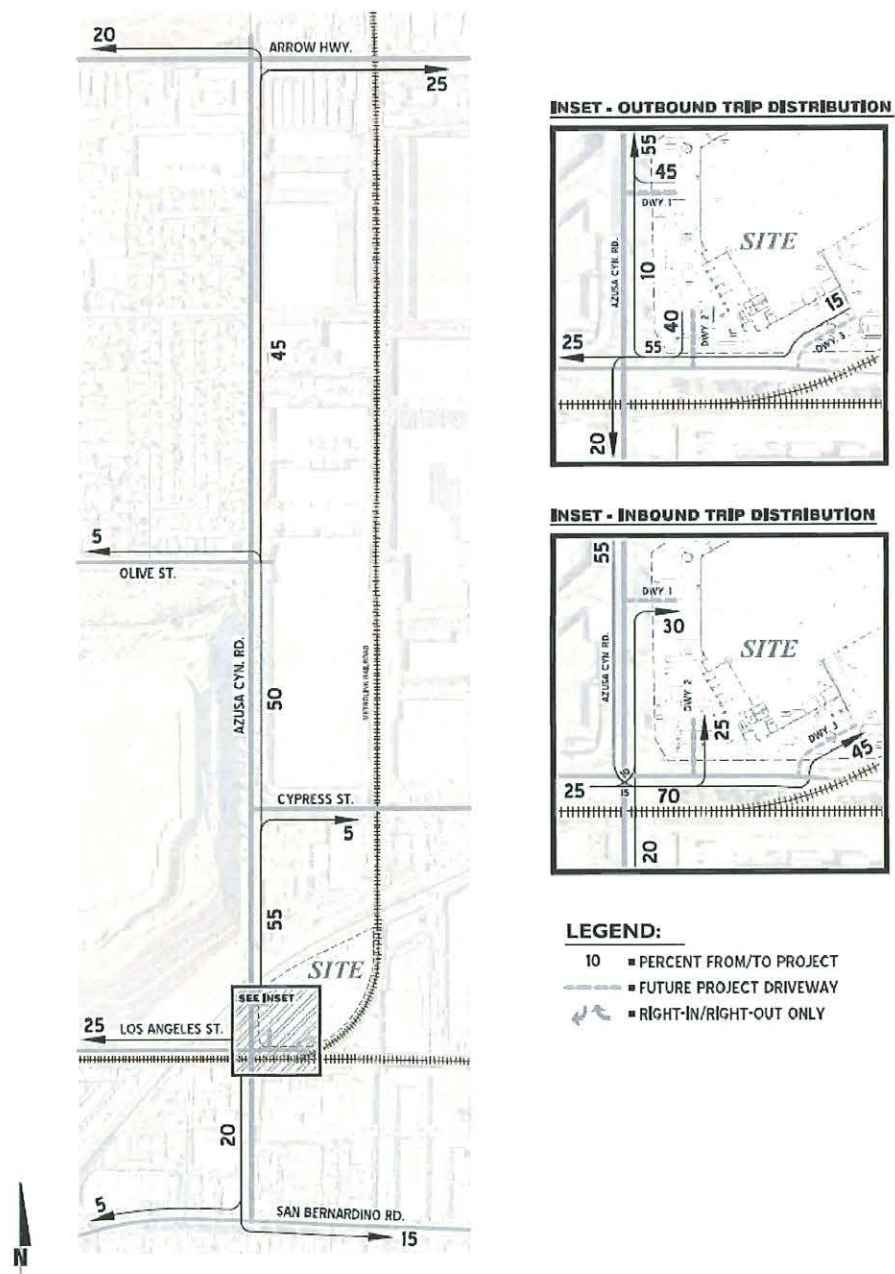
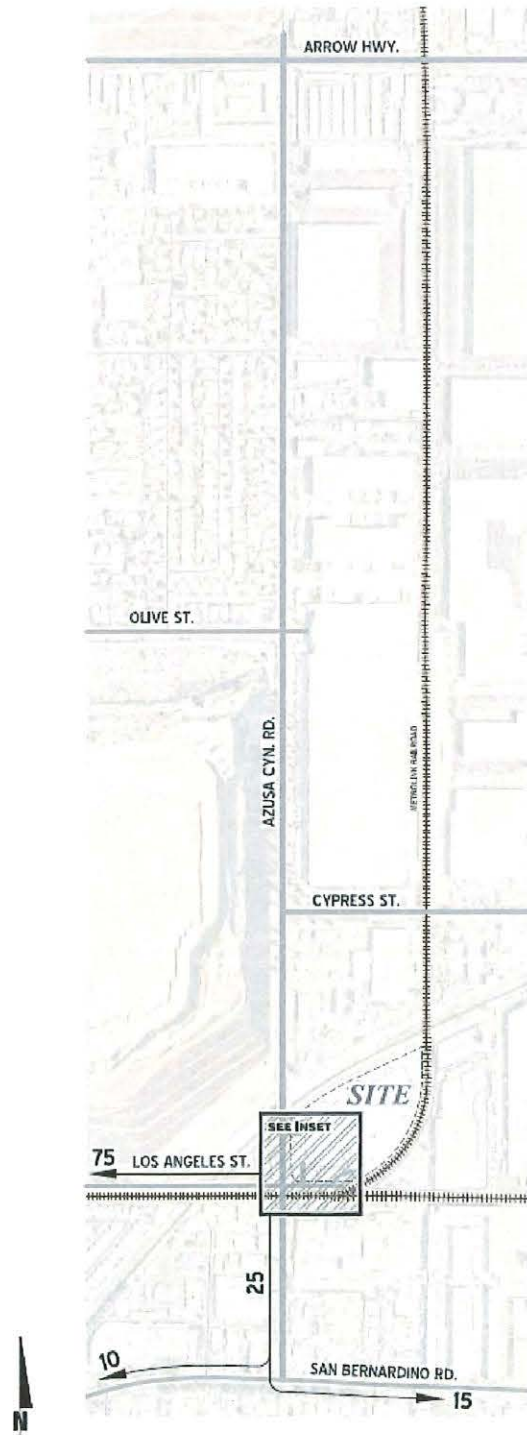
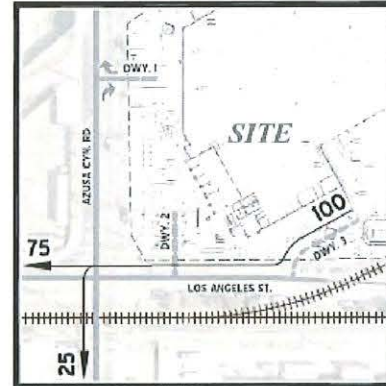


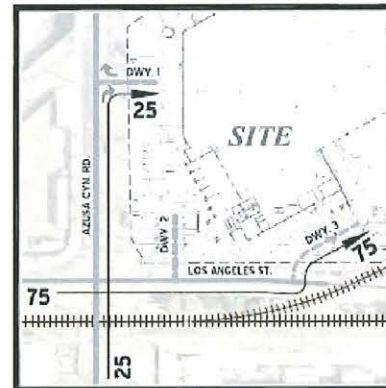
EXHIBIT 2: REVISED PROJECT LARGE TRUCK TRIP DISTRIBUTION



INSET - OUTBOUND TRIP DISTRIBUTION



INSET - INBOUND TRIP DISTRIBUTION



LEGEND:

- 10 ■ PERCENT FROM/TO PROJECT
- ■ FUTURE PROJECT DRIVEWAY
- ↔ ■ RIGHT-IN/RIGHT-OUT ONLY

further consideration of the geometric constraints and existing parking present on the Private Road, and likely regional access routes that will be used by trucks traveling to and from the project site. The most direct route for trucks is to use the I-605 Freeway / Los Angeles Street interchange and travel directly east-west to / from the project site, using Driveway 3 to access the loading dock area. It is estimated that 75% of trucks will use this route. Exhibit 3 and Exhibit 4 present the inbound and outbound truck movements at Driveway 3. These exhibits show that trucks can make the necessary turning maneuvers at Driveway 3.

EXHIBIT 3: DRIVEWAY 3 INBOUND TRUCK TURNS

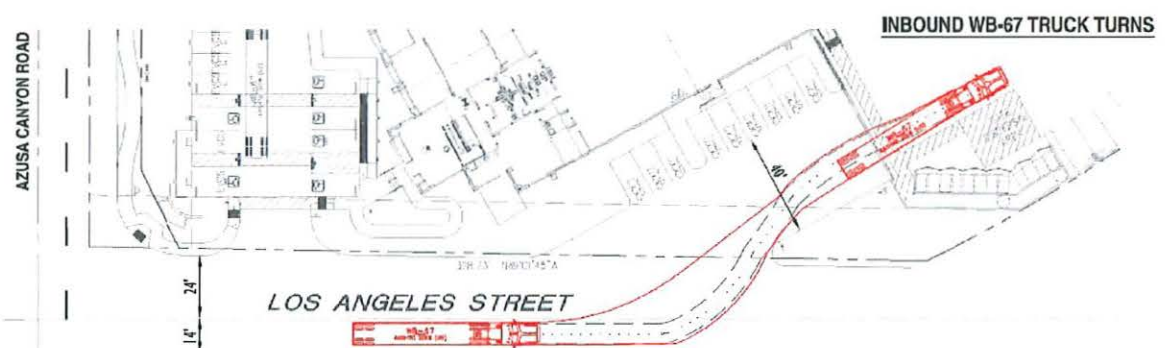
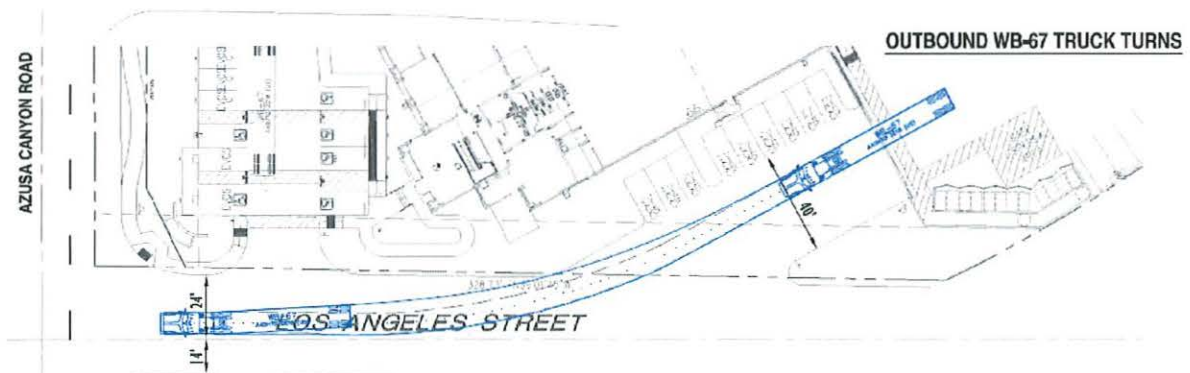


EXHIBIT 4: DRIVEWAY 3 OUTBOUND TRUCK TURNS



The I-10 Freeway provides the next most direct route to access the proposed project site. As shown on Exhibit 2, inbound trucks would be expected to travel northbound to Driveway 1, enter the site at this location, and travel along the perimeter of the building to access the loading dock area. Exhibit 5 depicts the northbound truck turn at Driveway 1 and presents a recommended widening and relocation of Driveway 1 to facilitate this movement.

EXHIBIT 5: DRIVEWAY 1 INBOUND TRUCK TURNS



Trucks exiting the site and returning towards the I-10 Freeway would do so by using Driveway 3 (the same movement previously shown on Exhibit 4), then making a westbound left turn from the Private Road onto Azusa Canyon Road southbound. Exhibit 6 presents this turning movement and demonstrates that this is a feasible travel path.

[illegible]

REVISÉD PROJECT ONLY VOLUMES

URBAN CROSSROADS

EXHIBIT 7: REVISED PROPOSED PROJECT ADDED VOLUMES

AM PEAK HOUR

1 Azusa Canyon Rd. & Cypress St.	2 Azusa Canyon Rd. & Los Angeles St.	3 Azusa Canyon Rd. & San Bernardino Rd.	4 Azusa Canyon Rd. & Arrow Hwy.
5 Azusa Canyon Rd. & Olive St.	6 Azusa Canyon Rd. & Dwy. 1	7 Dwy. 2 & Los Angeles St.	8 Dwy. 3 & Los Angeles St.

PM PEAK HOUR

1 Azusa Canyon Rd. & Cypress St.	2 Azusa Canyon Rd. & Los Angeles St.	3 Azusa Canyon Rd. & San Bernardino Rd.	4 Azusa Canyon Rd. & Arrow Hwy.
5 Azusa Canyon Rd. & Olive St.	6 Azusa Canyon Rd. & Dwy. 1	7 Dwy. 2 & Los Angeles St.	8 Dwy. 3 & Los Angeles St.

INSET



LEGEND:

- ① = INTERSECTION ID
- = FUTURE PROJECT DRIVEWAY
- 10(10) = PCE PEAK HOUR VOLUME (LARGE TRUCK ACTUAL PEAK HOUR VOLUME)
- 10.0 (10.0) = PCE VEHICLES PER DAY (LARGE TRUCK ACTUAL VEHICLE PER DAY) IN 1000'S
- NOM = NOMINAL, LESS THAN 50 VEHICLES PER DAY

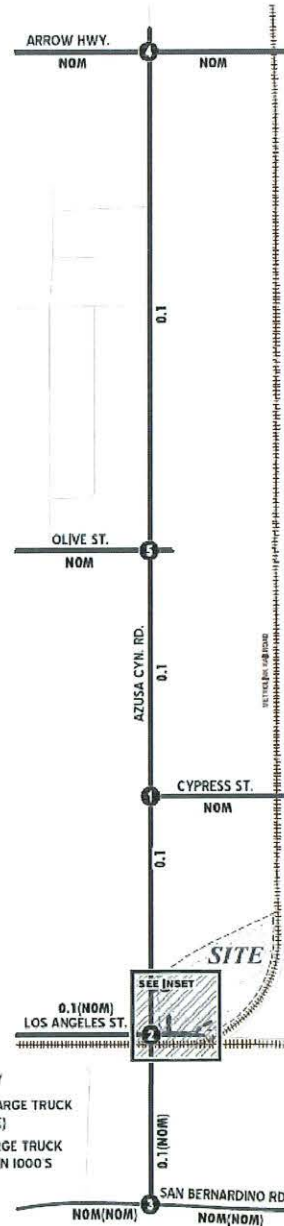


EXHIBIT 8: REVISED SITE EXISTING BASELINE TRAFFIC VOLUMES

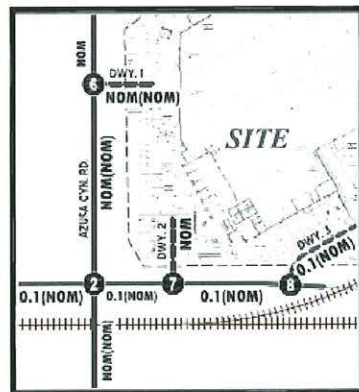
AM PEAK HOUR

1 Azusa Canyon Rd. & Cypress St.	2 Azusa Canyon Rd. & Los Angeles St.	3 Azusa Canyon Rd. & San Bernardino Rd.	4 Azusa Canyon Rd. & Arrow Hwy.
5 Azusa Canyon Rd. & Olive St.	6 Azusa Canyon Rd. & Dwy. 1	7 Dwy. 2 & Los Angeles St.	8 Dwy. 3 & Los Angeles St.

PM PEAK HOUR

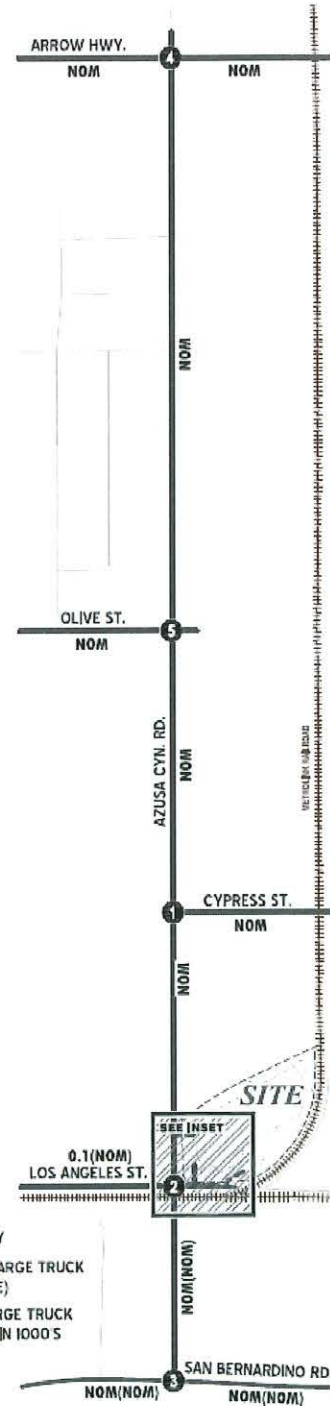
1 Azusa Canyon Rd. & Cypress St.	2 Azusa Canyon Rd. & Los Angeles St.	3 Azusa Canyon Rd. & San Bernardino Rd.	4 Azusa Canyon Rd. & Arrow Hwy.
5 Azusa Canyon Rd. & Olive St.	6 Azusa Canyon Rd. & Dwy. 1	7 Dwy. 2 & Los Angeles St.	8 Dwy. 3 & Los Angeles St.

INSET



LEGEND:

- = INTERSECTION ID
- = FUTURE PROJECT DRIVEWAY
- 10(10) = PCE PEAK HOUR VOLUME (LARGE TRUCK ACTUAL PEAK HOUR VOLUME)
- 10.0 (10.0) = PCE VEHICLES PER DAY (LARGE TRUCK ACTUAL VEHICLE PER DAY) IN 1000 S
- NOM = NOMINAL, LESS THAN 50 VEHICLES PER DAY



INTERIM YEAR CUMULATIVE OPERATIONS ANALYSIS

Table 1 summarizes the Interim Year Without and With Project peak hour operations analysis. Appendix 6.1 and Appendix 6.2 contain the operations analysis worksheets supporting Table 1. As shown on Table 1, the same improvements recommended previously will continue to provide acceptable traffic operations. These include providing an additional eastbound left turn lane and converting the westbound approach from an exclusive right turn lane and shared through-left turn lane to an exclusive left turn lane and shared through / right turn lane at the intersection of Azusa Canyon Road at Los Angeles Street / Private Road.

TABLE 1: REVISED INTERSECTION ANALYSIS FOR INTERIM YEAR CUMULATIVE PLUS SITE BASELINE

LAND USE (2022) CONDITIONS

#	Intersection	Traffic Control ³	Intersection Approach Lanes ¹												WITHOUT PROJECT								WITH PROJECT							
															HCM				ICU				HCM				ICU			
															Delay ² (Secs)		Level of Service ²		ICU ⁴ (v/c)		Level of Service ⁴		Delay ² (Secs)		Level of Service ²		ICU ⁴ (v/c)		Level of Service ⁴	
			Northbound			Southbound			Eastbound			Westbound			AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
1	Azusa Canyon Rd. / Cypress St.	TS	0	2	0	1	2	0	0	0	0	1	1	1	25.7	35.7	C	D	0.33	0.61	A	B	26.2	35.8	C	D	0.33	0.61	A	B
2	Azusa Canyon Rd. / Los Angeles St.	AWS	0	1	0	0.5	0.5	1	0.5	0.5	1	0.5	0.5	1	44.0	111.2	E	F	-	-	-	-	47.0	117.0	E	F	-	-	-	-
	- With Improvements	TS	0	1	0	0.5	0.5	1	1.5	0.5	1	1	1	0	19.6	24.2	B	C	0.53	0.76	A	C	21.7	25.5	C	C	0.54	0.76	A	C
3	Azusa Canyon Rd. / San Bernardino Rd.	TS	0	0	0	1	0	d	1	2	0	0	2	0	20.7	32.2	C	C	0.41	0.82	A	D	20.8	32.5	C	C	0.42	0.82	A	D
4	Azusa Canyon Rd. / Arrow Hwy.	TS	1.5	0.5	1	1	1	0	1	3	0	1	2	d	61.3	74.6	E	E	0.98	0.89	E	D	61.5	77.9	E	E	0.98	0.89	E	D
	- With Improvements	TS	1.5	0.5	1>	1	1	0	1	3	0	1	3	0	32.4	33.5	C	C	0.74	0.89	C	D	32.5	33.5	C	C	0.74	0.89	C	D
5	Azusa Canyon Rd. / Olive St.	TS	1	2	0	1	2	d	1	1	d	1	1	d	15.1	28.2	B	C	0.35	0.46	A	A	15.5	28.6	B	C	0.34	0.46	A	A
6	Azusa Canyon Rd. / Dwy. 1	CSS	0	2	0	0	2	0	0	0	0	0	0	1	10.0	11.5	A	B	-	-	-	-	10.0	11.6	A	B	-	-	-	-
7	Dwy. 2 / Los Angeles St.	CSS	0	0	0	0	1	0	0.5	0.5	0	0	1	0	8.5	8.7	A	A	-	-	-	-	8.5	8.8	A	A	-	-	-	-
8	Dwy. 3 / Los Angeles St.	CSS	0	0	0	0	1	0	0.5	0.5	0	0	1	0	8.4	8.7	A	A	-	-	-	-	8.5	8.7	A	A	-	-	-	-

¹ When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.

L = Left; T = Through; R = Right; d = Defacto Right Turn Lane; 0.5 = Shared Lane; > = Right Turn Overlap Phase; > = improvement

² Per the Highway Capacity Manual 6th Edition (HCM6), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control. For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

³ "-" value is shown for unsignalized ICU values. Delay and level of service is calculated using Synchro 11 analysis software.

BOLD = LOS does not meet the applicable jurisdictional requirements (i.e., unacceptable LOS).

⁴ TS = Traffic Signal; CSS = Cross-street Stop; AWS = All-Way Stop

⁵ The Synchro v/c output results are discussed in the City of Irwindale Policy Guidelines for Traffic Impact Reports under Section B (page insert) and indicated that the v/c ratio results in the Synchro are based on ICU and should be presented in addition to delay information.

2040 CONDITIONS OPERATIONS ANALYSIS

Table 2 summarizes the 2040 Without and With Project peak hour operations analysis. Appendix 7.1 and Appendix 7.2 contain the operations analysis worksheets supporting Table 1. The results are again consistent with the previously published primary traffic study report analysis, and the same improvements are again required to provide acceptable traffic operations.

TABLE 2: INTERSECTION ANALYSIS FOR 2040 PLUS SITE BASELINE LANE USE CONDITIONS

#	Intersection	Traffic Control ³	Intersection Approach Lanes ¹												WITHOUT PROJECT								WITH PROJECT							
															HCM				ICU				HCM				ICU			
															Delay ² (Secs)		Level of Service ²		ICU ⁴ (v/c)		Level of Service ⁴		Delay ² (Secs)		Level of Service ²		ICU ⁴ (v/c)		Level of Service ⁴	
			Northbound			Southbound			Eastbound			Westbound			AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
1	Azusa Canyon Rd. / Cypress St.	TS	0	2	0	1	2	0	0	0	0	1	1	1	26.3	44.6	C	D	0.35	0.67	A	B	26.5	45.4	C	D	0.35	0.67	A	B
2	Azusa Canyon Rd. / Los Angeles St.	AWS	0	1	0	0.5	0.5	1	0.5	0.5	1	0.5	0.5	1	52.7	136.7	F	F	-	-	-	-	56.0	142.9	F	F	-	-	-	-
	- With Improvements	TS	0	1	0	0.5	0.5	1	1.5	0.5	1	1	1	0	23.2	27.9	C	C	0.55	0.85	A	D	23.4	28.2	C	C	0.56	0.86	A	D
3	Azusa Canyon Rd. / San Bernardino Rd.	TS	0	0	0	1	0	d	1	2	0	0	2	0	21.2	36.3	C	D	0.44	0.90	A	D	21.2	36.5	C	D	0.45	0.90	A	D
4	Azusa Canyon Rd. / Arrow Hwy.	TS	1.5	0.5	1	1	1	0	1	3	0	1	2	d	76.8	92.2	E	F	1.03	0.94	F	E	76.9	92.8	E	F	1.03	0.95	F	E
	- With Improvements	TS	1.5	0.5	1	1	1	0	1	3	0	1	2	0	34.3	34.5	C	C	0.77	0.89	C	D	34.5	34.6	C	C	0.77	0.89	C	D
5	Azusa Canyon Rd. / Olive St.	TS	1	2	0	1	2	d	1	1	d	1	1	d	15.5	29.0	B	C	0.35	0.48	A	A	15.5	31.7	B	C	0.35	0.48	A	A
6	Azusa Canyon Rd. / Dwy. 1	CSS	0	2	0	0	2	0	0	0	0	0	0	1	10.0	11.9	A	B	-	-	-	-	10.0	12.0	A	B	-	-	-	-
7	Dwy. 2 / Los Angeles St.	CSS	0	0	0	0	1	0	0.5	0.5	0	0	1	0	8.5	8.7	A	A	-	-	-	-	8.5	8.8	A	A	-	-	-	-
8	Dwy. 3 / Los Angeles St.	CSS	0	0	0	0	1	0	0.5	0.5	0	0	1	0	8.5	8.7	A	A	-	-	-	-	8.5	8.7	A	A	-	-	-	-

¹ When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.

L = Left, T = Through, R = Right, d = Defacto Right Turn Lane, 0.5 = Shared Lane, > = Right Turn Overlap Phase, 1 = Improvement

² Per the Highway Capacity Manual 6th edition (HCM6), overall average intersection delay and level of service are shown for intersections with a traffic signal or all way stop control.

For intersections with cross street stop control, the delay and level of service for the worst individual movement (or movements sharing a single lane) are shown.

* -" value is shown for unsignalized ICU values. Delay and level of service is calculated using Synchro 11 analysis software.

BOLD = LOS does not meet the applicable jurisdictional requirements (i.e., unacceptable LOS).

³ TS = Traffic Signal; CSS = Cross-street Stop; AWS = All-Way Stop

⁴ The Synchro v/c output results are discussed in the City of Inverdale Policy Guidelines for Traffic Impact Reports under Section B (page insert) and indicated that the v/c ratio results in the Synchro are based on ICU and should be presented in addition to delay information.

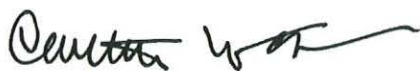
CONCLUSION

Based on the project access sensitivity evaluation, the project access at Driveway 1 can be restricted to right turn in / out only access without changing the previous recommendations and conclusions.

If you have any questions or comments, I can be reached at (949) 275-0940.

Respectfully submitted,

URBAN CROSSROADS, INC.



Carleton Waters, PE
Senior Transportation Engineer



ATTACHMENT J

November 4, 2022

City of Irwindale
5050 N Irwindale Ave.
Irwindale, CA 91706

Dear Mayor Burrola and City of Irwindale Council Members,

Over the past many months, Rexford Industrial Realty (Rexford) has put forth great efforts to be a good neighbor and work with a nearby business owner. Rexford is no stranger to Irwindale, and the proposed redevelopment of 4416 Azusa Canyon Road will be a welcomed addition to the seven Irwindale properties we already own. This is our first ground-up development in Irwindale, and we are looking forward to being a long-term partner to the City of Irwindale and surrounding community. With our confidence in the economic and business attraction strength of Irwindale, we have also commenced the planning and entitlements on two other similar size and quality ground up redevelopments on Live Oak and Arrow Highway.

Our initial Planning Commission hearing for this project was held on February 16, 2022, at which we were continued to March 16th due to some traffic questions. On the day of our March Planning Commission hearing, we received a letter from our neighbor, Decorative Specialties, describing their opposition. We hoped to find a potential compromise with our neighbor prior to the Planning Commission meeting; therefore, the meeting was cancelled. In September, Decorative Specialties requested that the traffic circulation for our project be reconfigured and that an unprotected left turn into the Project's Driveway #1 (the northern driveway) be added from Southbound Azusa Canyon Road.

On September 21st, we were heard at a second Planning Commission Public Hearing. As a result of that meeting, we did what the Planning Commission asked and met again with our neighbor and the City to try to reach a resolution. In total, our team has met with our neighbor and the City fifteen times to vet and/or reach an agreement that was safe and reasonable.

On October 31st, a final meeting was held with the City, Urban Crossroads, and Placeworks to discuss the neighbor-requested southbound left turn on Azusa Canyon Road. The City Engineer along with support from Urban Crossroads and Placeworks determined that this is NOT feasible for Azusa Canyon Road. Urban Crossroads and Placeworks, however, agreed with Fehr & Peers, our neighbor's traffic consultant, that the use of Driveway #2 (middle) for truck ingress should be prohibited. Urban Crossroads, Placeworks, and the City Engineer also agreed that Driveway #1 (North) should be used as an overflow if there is congestion at the main ingress and egress at Driveway #3 (South). We have agreed with all recommendations of Urban Crossroads, Placeworks, and the City Engineer.

In conclusion, we have evaluated all possible options and the City has determined that a left turn from southbound Azusa Canyon Road into Driveway #1 is not safe and would not be justified because the traffic study and final conditions have shown the currently proposed circulation patterns will not impact our neighbor. That being said, we would like to emphasize that we always remain involved with our tenants in an operational capacity and are open to working with them on their truck loading schedules.



**Rexford
Industrial**

Here at Rexford, we are passionate about making this site the safest it can be for the tenant, our neighbors, and all who utilize these roads. At the same time, we understand the comments of our neighbor and have tried our best to meet a resolution, go above and beyond what is required, and further cooperate with them during this entire redevelopment process. We sincerely hope our efforts have helped to clear up some of these concerns that have now been addressed by the City and their consultants. As a committed, long-term member of this community, we continue to value the safety and convenience of our neighbors and we very much look forward to improving the community with this new property.

Sincerely,

The Team from Rexford Industrial Realty

From: Porter, Paul M. <pporter@hfbllp.com>
Sent: Tuesday, September 20, 2022 4:14 PM
To: Brandi Jones; 'Fogg, Andrew K.'
Cc: Iris Espino; Jamie Traxler; Daniel Co; Lisa Chou; Jesus J. Hernandez; Eric Lansford; Jack Lansford
Subject: RE: 4416 Azusa Canyon Rd
Attachments: 4414 AC Road Driveway Analysis Memorandum.pdf

CAUTION: This email originated from outside of the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

Thank you all for the call this afternoon. As you know, I represent the owners of the property at 4414 Azusa Canyon Drive, Lansford Development, and Decore-ative Specialties (Jack and Eric Lansford are copied on this email).

As you requested during our call, please find attached the report from Fehr and Peers, the traffic consultant my client has hired to help analyze impacts from the proposed project, as we feel (and they confirmed) that the City's traffic analysis failed to consider environmental (traffic) impacts that will result to the one property that is poised to suffer the greatest impact - the immediate neighbor who shares a common driveway - as well as impacts to the adjacent public street intersection arising from the manner in which the project proposes to use that private driveway.

As mentioned, my client paid for this work as part of its ongoing effort to collaborate with our neighbor, and to see if we can find some common ground on changes to the project that will eliminate unnecessary impacts to us, and that also eliminate obvious problems that this project brings to traffic circulation and movements on the adjacent street, and in particular, the adjacent intersection. This was no small investment, and a dedication of resources that should be recognized as a gesture of good faith, in keeping with our promise to try to find solutions, not just try to knock down a project. We provided the report to Rexford last week and our hope was that we would be able to work through the issues with them, and then propose agreed upon changes to the City to include in the project approval. For this reason, we did not want to approach the City with ideas without working with our neighbor in terms of feasibility, which is why I did not send you the report until now.

But now that the time and money have been spent, we have received notice that the Project instead is up for approval again tomorrow without considering our perspective and our consultant's work, and we found out today that the City has provided an amended report to change the project to address only one of our concerns, despite my request weeks ago for the City to allow my client's consultant to have input in any proposed traffic changes once its work was completed (See my August 11 and August 30 emails in this string below).

Our hope is, and we hereby request again, that the matter now on the agenda for tomorrow be continued to the next Planning Commission meeting, to allow us to run these issues to their conclusion with our neighbor, and to explore ways to eliminate the serious traffic problems inherent in the current plan. Just as importantly, my client's consultants need time to consider the changes to the project we became aware of only today. In the absence of the changes we propose, the impacts to my client are severe, as are the impacts to the adjacent streets, and since our consultants have identified potential solutions that would mitigate all of those issues, it makes little sense to approve the project without consideration of these alternatives. And though the City representatives mentioned today there might be opportunities for further changes to the project along these lines after Planning Commission approval, and before City Council

consideration, I believe the Planning Commission should not "approve" a project on a "let's hope you are able to work these issues out before City Council" basis.

The City representatives on the call today assured us that they will accept our consultant's report with an open mind, and I specifically requested (and do again now) an opportunity for our consultants to communicate directly with the City regarding these alternatives, and not have their ideas rejected as coming too late, and without careful consideration. The severity of the potential impacts from this project merits a careful consideration, and hopefully the City will be open to a dialogue toward finding common ground. And I again point out that there is already a working example of the type of changes recommended in the consultant report right down the street from this project (similar intersection configuration as the consultants propose here), as mentioned in the report. That too underscores the need for careful consideration here, rather than summary dismissal of the consultant's ideas for the sake of moving the project forward without addressing the issues substantively through dialogue.

Finally, the project proponent has expressed frustration with the amount of time this process has taken, and we hear and understand their point. But I and my client, and our consultant, have done everything we can to move things forward, at great expense to my client. If there is frustration from any delay, the fault lies with whoever made the decision at project inception to propose a project that so drastically changes the use and configuration of another property owner's land, and even requires dedication of some of that land, but without bothering to include that property owner in the process. That is not my client's fault, but we have done our best to respond as quickly as was possible to a process that should have included us from the get-go. I would hope there is appreciation for my client's willingness to go so far in keeping with its promise to try to find common solutions.

As mentioned, I will be appearing at the Planning Commission meeting to request that the matter be continued to allow these two neighbors time to find common ground the City can accept before any approval is given, and my client will continue to oppose the project for all of the reasons articulated in my prior letters if it is not continued.

Please distribute this email (including the string below) to the Planning Commissioners, and please make it a part of the record for the hearing tomorrow (I copied Jesus Hernandez on this email for that purpose).

Thank you,
Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hillfarrer.com&c=E,1,Mytg7yoWScCdLlvbtawOddNpzXFkfJtAHFJM_XIfbTXwpznghaBzw5MqBU9ZT-3Z__wljgHyeOaWLP153okOdRm5Xo6oDyLC_Hq_sVnqeS_EUK8FJP82f4,&typo=1

-----Original Message-----

From: Brandi Jones <bjones@lrwindaleCA.gov>

Sent: Tuesday, September 20, 2022 10:01 AM

To: Porter, Paul M. <pporter@hfbllp.com>; 'Fogg, Andrew K.' <afogg@coxcastle.com>

Cc: Iris Espino <iespino@lrwindaleCA.gov>; Jamie Traxler <jtraxler@awattorneys.com>; Daniel Co
<dco@lrwindaleCA.gov>; Lisa Chou <lchou@lrwindaleCA.gov>

Subject: RE: 4416 Azusa Canyon Rd

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I'm trying to find alternatives for today's call. I'll keep you posted.

-----Original Message-----

From: Porter, Paul M. <mailto:pporter@hfbllp.com>

Sent: Tuesday, September 20, 2022 9:13 AM

To: Brandi Jones <mailto:bjones@lrwindaleCA.gov>; 'Fogg, Andrew K.' <mailto:afogg@coxcastle.com>

Cc: Iris Espino <mailto:iespino@lrwindaleCA.gov>; Jamie Traxler <mailto:jtraxler@awattorneys.com>; Daniel Co <mailto:dco@lrwindaleCA.gov>; Lisa Chou <mailto:lchou@lrwindaleCA.gov>

Subject: RE: 4416 Azusa Canyon Rd

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I am out of pocket starting at about 3:30 (family commitment). But I am generally available before then today.

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hillfarrer.com&c=E,1,Nsc1OSSFEKAjq8ygRzi9EZgBWLb-N5I5lrzOP0At5CzwBwCptG8lzxAWWBp94dcrQAdkwcN4mkbJmJ9s6hMoZZqUdRDts9DORGE-3vj&typo=1>

-----Original Message-----

From: Brandi Jones <mailto:bjones@lrwindaleCA.gov>

Sent: Tuesday, September 20, 2022 8:55 AM

To: 'Fogg, Andrew K.' <mailto:afogg@coxcastle.com>

Cc: Porter, Paul M. <mailto:pporter@hfbllp.com>; Iris Espino <mailto:iespino@lrwindaleCA.gov>; Jamie Traxler <mailto:jtraxler@awattorneys.com>; Daniel Co <mailto:dco@lrwindaleCA.gov>; Lisa Chou <mailto:lchou@lrwindaleCA.gov>

Subject: RE: 4416 Azusa Canyon Rd

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Hi Andrew,

We'll have to reschedule to accommodate a conflict on our side.

Brandi

-----Original Message-----

From: Fogg, Andrew K. <mailto:afogg@coxcastle.com>

Sent: Tuesday, September 20, 2022 8:52 AM

To: Brandi Jones <mailto:bjones@lrwindaleCA.gov>

Cc: Porter, Paul M. <mailto:pporter@hfbllp.com>; Iris Espino <mailto:iespino@lrwindaleCA.gov>; Jamie Traxler <mailto:jtraxler@awattorneys.com>; Daniel Co <mailto:dco@lrwindaleCA.gov>; Lisa Chou <mailto:lchou@lrwindaleCA.gov>

Subject: Re: 4416 Azusa Canyon Rd

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I have a conflict from 4-5. I could do a call 3-4. If 4:15 is the only time that works, I will drop out of my other call.

Andrew Fogg.

Sent from my iPhone

On Sep 20, 2022, at 8:19 AM, Brandi Jones <mailto:bjones@irwindaleca.gov> wrote:

Good morning everyone,
Are you available today at 415pm? Please let me know as soon as possible.

Thanks,
Brandi

From: Porter, Paul M. <mailto:pporter@hfbllp.com>
Sent: Friday, September 16, 2022 9:15 AM
To: Brandi Jones <mailto:bjones@irwindaleCA.gov>
Cc: Iris Espino <mailto:iespino@irwindaleCA.gov>; Jamie Traxler <mailto:jtraxler@awattorneys.com>; Fogg, Andrew K. <mailto:afogg@coxcastle.com>; Daniel Co <mailto:dco@irwindaleCA.gov>; Lisa Chou <mailto:lchou@irwindaleCA.gov>
Subject: RE: 4416 Azusa Canyon Rd

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I am available Monday morning.
Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hillfarrer.com&c=E,1,th0Phr5cG3mIFwiHE7-cPiZ6mkWCDokzYCSWb0ya-xpPKxfT7q_AtI3dR8jXpVSV_D1ftfb_Jq-RbPdQZ8Hm0HOYBn1gSlm_qXQL89cDw6m8hWfQp2S6w,,&typo=1&https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,PShxmJif-6MhCWLHRvaec-HA_UncTSfjC1-qXsBNytHRA6eSre6mQC7hgjv11JxdjxnCQ10fVg3emDBRN_M7ou4Xv8BcnTUyC2RLPrge&typo=1

From: Brandi Jones <mailto:bjones@irwindaleCA.gov<mailto:bjones@irwindaleCA.gov>>
Sent: Thursday, September 15, 2022 11:10 AM
To: Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>
Cc: Iris Espino <mailto:iespino@irwindaleCA.gov<mailto:iespino@irwindaleCA.gov>>; Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Fogg, Andrew K. <mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>; Daniel Co <mailto:dco@irwindaleCA.gov<mailto:dco@irwindaleCA.gov>>; Lisa Chou <mailto:lchou@irwindaleCA.gov<mailto:lchou@irwindaleCA.gov>>
Subject: RE: 4416 Azusa Canyon Rd
Importance: High

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Hi Paul,

Thank you for the response. We were prepared to meet per your request and would still like to discuss the alternatives that have been presented. We would like to meet this Monday before noon. Everyone, please let me know your availability. If this doesn't work for everyone, we can work try to find some time before the Planning Commission. As of now, this item is still on schedule to be heard next Wednesday.

Thank you,

Brandi M. Jones

Senior Planner

626.430.2260

<mailto:BJones@IrwindaleCA.gov><<mailto:BJones@ci.irwindale.ca.us>>

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.ci.irwindale.ca.us&c=E,1,6dmU7FD-](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.ci.irwindale.ca.us&c=E,1,6dmU7FD-MdNzmtdxOWnA1UHFitg4N_8d-nf6iGYFOwGWrQ0bqBcaK-4kiDmym51xZAJily1IYQd5pp7ZJWkxbxVEobmYIUknTS6FSBQaeGa7Ct9MzOAY5UK902s,&typo=1<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.ci.irwindale.ca.us%2f&c=E,1,MK7umDf9k_SDHPWdLjhjqMoxMehPxbQUvv-g0LfoYlj2ze9yMnwd6v1_DW0eejOh5KoFKUKLIVGpEvtQwMjGNKQ7trEwRnFR1pKXWLee2yi20M-eV7O0CA,&typo=0>)

[MdnZmtdxOWnA1UHFitg4N_8d-nf6iGYFOwGWrQ0bqBcaK-](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.ci.irwindale.ca.us%2f&c=E,1,MK7umDf9k_SDHPWdLjhjqMoxMehPxbQUvv-g0LfoYlj2ze9yMnwd6v1_DW0eejOh5KoFKUKLIVGpEvtQwMjGNKQ7trEwRnFR1pKXWLee2yi20M-eV7O0CA,&typo=0>)

[4kiDmym51xZAJily1IYQd5pp7ZJWkxbxVEobmYIUknTS6FSBQaeGa7Ct9MzOAY5UK902s,&typo=1<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.ci.irwindale.ca.us%2f&c=E,1,MK7umDf9k_SDHPWdLjhjqMoxMehPxbQUvv-g0LfoYlj2ze9yMnwd6v1_DW0eejOh5KoFKUKLIVGpEvtQwMjGNKQ7trEwRnFR1pKXWLee2yi20M-eV7O0CA,&typo=0>](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.ci.irwindale.ca.us%2f&c=E,1,MK7umDf9k_SDHPWdLjhjqMoxMehPxbQUvv-g0LfoYlj2ze9yMnwd6v1_DW0eejOh5KoFKUKLIVGpEvtQwMjGNKQ7trEwRnFR1pKXWLee2yi20M-eV7O0CA,&typo=0>)

Physical Address:

City of Irwindale Annex

16102 Arrow Highway

Irwindale, CA 91706

Mailing Address:

City of Irwindale City Hall

5050 Irwindale Avenue

Irwindale, CA 91706

Please consider the environment before printing this email.

From: Porter, Paul M. <<mailto:pporter@hfbllp.com><<mailto:pporter@hfbllp.com>>>

Sent: Thursday, September 15, 2022 9:47 AM

To: Brandi Jones <<mailto:bjones@IrwindaleCA.gov><<mailto:bjones@IrwindaleCA.gov>>>

Cc: Iris Espino <<mailto:iespino@IrwindaleCA.gov><<mailto:iespino@IrwindaleCA.gov>>>; Jamie Traxler

<<mailto:jtraxler@awattorneys.com><<mailto:jtraxler@awattorneys.com>>>; Fogg, Andrew K.

<<mailto:afogg@coxcastle.com><<mailto:afogg@coxcastle.com>>>; Daniel Co

<<mailto:dco@IrwindaleCA.gov><<mailto:dco@IrwindaleCA.gov>>>; Lisa Chou

<<mailto:lchou@IrwindaleCA.gov><<mailto:lchou@IrwindaleCA.gov>>>

Subject: RE: 4416 Azusa Canyon Rd

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Hi Brandi,

Thank you for reaching out, and I am sorry I did not respond earlier. As mentioned, my client retained a consultant to help us analyze this project, and I have been in contact with Andrew Fogg to discuss some potential changes re access and use of my client's property. We are working cooperatively together and I am waiting to hear from Andrew on a few

issues, and although I agree we should all discuss these issues before the matter is up for consideration with the Commission again, my thinking for the next step would be for us to see if the two neighbors can find common ground, and be in a position to present mutually acceptable solutions to the City for your consideration. We have been working on that, and Andrew and/or I will be back in touch when/if we get there.

Thank you,
Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hillfarrer.com&c=E,1,MY6UOKXAohxgnMcip4j3DWcHdxw97cb3BOGktlvP5UHJBTcwisXdx_hESFoKDKFHTyjeWd39kk7ZYRmsh-4m-JrM9ak6OKiiXJhDePS_qQ,,&typo=1&https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,5jOn2IRrulhde1Uvu1kgghVITDHzQNHdX9dXMPdAQGjWY8h46ZIN5xLOS06rnoorsxTiNq-G-vgSHYi_8-MgUtADptPmEB2bocUWNDnn0c8g6iyfJ6gn2CIM&typo=1

From: Brandi Jones <<mailto:bjones@IrwindaleCA.gov><<mailto:bjones@IrwindaleCA.gov>>>
Sent: Wednesday, September 14, 2022 4:33 PM
To: Porter, Paul M. <<mailto:pporter@hfbllp.com><<mailto:pporter@hfbllp.com>>>
Cc: Iris Espino <<mailto:iespino@IrwindaleCA.gov><<mailto:iespino@IrwindaleCA.gov>>>; Jamie Traxler <<mailto:jtraxler@awattorneys.com><<mailto:jtraxler@awattorneys.com>>>; Fogg, Andrew K. <<mailto:afogg@coxcastle.com><<mailto:afogg@coxcastle.com>>>; Daniel Co <<mailto:dco@IrwindaleCA.gov><<mailto:dco@IrwindaleCA.gov>>>; Lisa Chou <<mailto:lchou@IrwindaleCA.gov><<mailto:lchou@IrwindaleCA.gov>>>
Subject: RE: 4416 Azusa Canyon Rd
Importance: High

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Hi Paul,
Do you have an update on a time to meet? At this time, we have scheduled the item for the September 21st Planning Commission meeting. It would be beneficial to discuss the item before the meeting.

Thank you,
Brandi M. Jones (she/her)
Senior Planner
626.430.2260
<mailto:BJones@IrwindaleCA.gov><<mailto:BJones@ci.irwindale.ca.us>>
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.ci.irwindale.ca.us&c=E,1,IIWg9YrsSHsEHpZERG8Mj76on9YzEftAFk_-e13DcWMB-4hIEO9utNVyzL1S6m4WBkSUWVww09h9ThvTHputG2q0RGeAIZZNow_MGx5-UkrFcCSI87A_Y41TwHjF&typo=1&https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.ci.irwindale.ca.us%2f&c=E,1,zQJQgB9kupvXSyf9bwEXhigR8-RR-0085Hyd9Zr8bHno98pZnOONZTt4S6E0JJF7NCykVOIgd-XHSOrKv1pzWvlbYQymtJSYwq-ZqnxXbE,&typo=1

Physical Address:
City of Irwindale Annex
16102 Arrow Highway, 2nd Floor
Irwindale, CA 91706

Mailing Address:
City of Irwindale City Hall

5050 Irwindale Avenue
Irwindale, CA 91706

Please consider the environment before printing this email.

From: Daniel Co <mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>
Sent: Monday, September 12, 2022 2:39 PM
To: Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>; Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>
Cc: Brandi Jones <mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>; Iris Espino <mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Fogg, Andrew K. <mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>
Subject: RE: 4416 Azusa Canyon Rd

9/13: 8-10a, 2-6p
9/14: open
9/15: open, except 12-3p

From: Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>
Sent: Monday, September 12, 2022 8:22 AM
To: Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>
Cc: Brandi Jones <mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>; Daniel Co <mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>; Iris Espino <mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Fogg, Andrew K. <mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>
Subject: RE: 4416 Azusa Canyon Rd

Good morning team,

Please provide your availabilities for the week of 9/12 – 9/15 for a zoom meeting.

Thank you,

Lisa Chou
Associate Planner | City of Irwindale
E: <mailto:lchou@IrwindaleCA.gov><<mailto:lchou@IrwindaleCA.gov>> | P: (626) 430-2246 Office Hours: Monday through Thursday 8 a.m. to 6 p.m.

From: Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>
Sent: Thursday, September 1, 2022 7:04 AM
To: Brandi Jones <mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>; Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>; Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>
Cc: Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Iris Espino <mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Daniel Co

<mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>; Fogg, Andrew K.
<mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>
Subject: RE: 4416 Azusa Canyon Rd

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Sorry, I was less than clear. I was referring to the week of the 12th for the call.

Sent from my smartphone

----- Original message -----

From: Brandi Jones <mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>
Date: 8/31/22 5:51 PM (GMT-08:00)
To: "Porter, Paul M." <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>, Lisa Chou
<mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>
Cc: Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>, Iris Espino
<mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>, Daniel Co
<mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>, "Fogg, Andrew K."
<mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>
Subject: RE: 4416 Azusa Canyon Rd

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Hi Paul,

We're unavailable next Tuesday, but I'm have some availability on Wednesday and Thursday. Please let me know your schedules.

Thank you,

Brandi M. Jones (she/her)

Senior Planner

626.430.2260

mailto:BJones@IrwindaleCA.gov<mailto:BJones@ci.irwindale.ca.us>

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.ci.irwindale.ca.us&c=E,1,W5Z4pltpvA5UfAp5vjLxA_QMldX571Wcm-ulqVOQHvEQtkscG2Ofvh-saDIgijI-iOLemGThGczyRIldicrmRXHf9QZG0ljCSj7G5kE6853Wg,,&typo=1<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.ci.irwindale.ca.us%2f&c=E,1,pEA8Ubg0rokXYbVnU8CTULuYKcTp3h2cZFrgMPOVrpAxEOWX-3smTwXOOTH37hbCXJgBSMMrTrnLOMAN2CQiFNH0zyxx8i8UbVpAerFwISGfqld4-n&typo=0>

Physical Address:

City of Irwindale Annex

16102 Arrow Highway, 2nd Floor

Irwindale, CA 91706

Mailing Address:

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

Please consider the environment before printing this email.

From: Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>
Sent: Wednesday, August 31, 2022 5:22 PM
To: Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>; Brandi Jones
<mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>
Cc: Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Iris Espino
<mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Daniel Co
<mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>; Fogg, Andrew K.
<mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>
Subject: RE: 4416 Azusa Canyon Rd

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Thank you Lisa,

It turns out that on the 7th, we have a call scheduled with our consultant and client to finalize thoughts on potential solutions, and after that the consultant will want to pull it all together. So, I suggest we try to set something up early the following week. Please suggest some times that would work for your team, and we'll go from there.

FYI - I am heading to Montana with my family early tomorrow for the long weekend, but will be back in the office on Tuesday.

Thanks,
Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hillfarrer.com&c=E,1,HUicxbZ5QM3WEA1RtRk5vOLlo7vy095GMxk0b23EL4jn4PKe7lQMRuG3vjgR_rF7zKJPmR8ovhwSWvfZ0pzYxehi467649S3CHW2soGI0Xyo&typo=1<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,2civGY5AKu56ofX5SDVbLrX4-00H3bKcMyLA_jbQmnoRRhYmCfG3LPcGzC7DKpApmFyE4Z20aalfO4z3tjikT_Uy--TDKQc8Ef-HMsp_QCOGcL-LuWLu8iK_PoA,&typo=0>

From: Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>
Sent: Wednesday, August 31, 2022 9:12 AM
To: Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>; Brandi Jones
<mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>
Cc: Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Iris Espino
<mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Daniel Co
<mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>; Fogg, Andrew K.
<mailto:afogg@coxcastle.com<mailto:afogg@coxcastle.com>>
Subject: RE: 4416 Azusa Canyon Rd

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Good morning Paul,

Does 09/07 work for your team?

Thank you,

Lisa Chou

Associate Planner | City of Irwindale

E: <mailto:lichou@irwindaleca.gov> | P: (626) 430-2246 Office Hours: Monday through Thursday 8 a.m. to 6 p.m.

From: Porter, Paul M. <<mailto:pporter@hfbllp.com>>

Sent: Tuesday, August 30, 2022 11:05 AM

To: Brandi Jones <<mailto:bjones@irwindaleca.gov>>; Lisa Chou <<mailto:lichou@irwindaleca.gov>>

Cc: Jamie Traxler <<mailto:jtraxler@awattorneys.com>>; Iris Espino <<mailto:iespino@irwindaleca.gov>>; Daniel Co

<<mailto:dco@irwindaleca.gov>>; Fogg, Andrew K.

<<mailto:afogg@coxcastle.com>>

Subject: RE: 4416 Azusa Canyon Rd

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Good Morning,

I did not hear back from anyone on my August 11 email about allowing my client to have input in whatever analysis the City is involved in on this, and so I am checking in on status. FYI - My client and our consultant should be ready to discuss these issues and their ideas by the end of next week (the consultant is on holiday this week). If you agree it makes sense to include us as things progress on the work you described with Staff and your consultant, I think we should try to get something on calendar so that we keep things moving – essentially a rescheduling of the “all hands on deck call you had described in this email string below. I also copied Andrew Fogg, the project proponent’s attorney, to bring him into this string as well.

Please let me know your thoughts, and if there are any developments on your side of things we should be aware of.

Thanks,

Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |

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[kiTtkzqINUh46cMuezKCeJqw0fbA34fhifWxR0fJhA,,&typo=1https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,Fj3lCjmv8xHG_5xw3zh9A2DzJrkj0TBshjC2jfeOoEF8H-](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,Fj3lCjmv8xHG_5xw3zh9A2DzJrkj0TBshjC2jfeOoEF8H-xFciQMe1PX8yRbRZtPr620x9yK9Jrz5DvpKqWDrXcrKGMGUklCDotlHt2Y-Y4Kbpk,&typo=0)

[xFciQMe1PX8yRbRZtPr620x9yK9Jrz5DvpKqWDrXcrKGMGUklCDotlHt2Y-Y4Kbpk,&typo=0](https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,Fj3lCjmv8xHG_5xw3zh9A2DzJrkj0TBshjC2jfeOoEF8H-xFciQMe1PX8yRbRZtPr620x9yK9Jrz5DvpKqWDrXcrKGMGUklCDotlHt2Y-Y4Kbpk,&typo=0)

From: Porter, Paul M.

Sent: Thursday, August 11, 2022 12:26 PM

To: Brandi Jones <mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>; Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>
Cc: Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Iris Espino <mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Daniel Co <mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>
Subject: RE: 4416 Azusa Canyon Rd

Brandi,

You may be aware that my client has hired a consultant to analyze things. As mentioned, and as I have assured our neighbor, it was our intention in hiring them to try to not only better understand potential impacts to my client and identify potential issues, but also to come up with solutions for any such issues so that our neighbor gets what they need, without unreasonable and/or unnecessary adverse impacts on my client. Our goal has been to find mutually acceptable solutions. Toward that end, I think it would be in everyone's interest if my client's perspective, ideas, and inputs were added into the mix as the City Staff and the consultant work on alternatives, rather than be presented with a set of ideas developed without our direct input.

I have urged our consultant to work quickly, I am assured they are doing so, and so I think they would be ready soon to at least participate in a discussion, perhaps offer preliminary suggestions, and for sure be able to consider and provide input on any alternatives the City or the other consultant might be thinking about. With a more open dialogue, it seems to me that we can all work more efficiently together toward potential solutions, which would also save time in the end. Please let me know if you all agree this would be a good idea and if so, I will try to push the consultant along to make it happen.

Best,
Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |
https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.hillfarrer.com&c=E,1,TypPbIFW90sMzoZX9JAMlpNPfCwclgmZ10hsHtlgt0mqvs8TgrysiwnLrHv3Hy7T-Ory24jkyW-gA5zPLsGMUjZ6pwRvsFu6PKilBpbMitpy&typo=1<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.hillfarrer.com%2f&c=E,1,C515FGFm7h9nqvl_pW5OLIV3HyyQYMqvUIU_XgFSEV7i12p6zBJdvZfsOGVDbCuebEgZdXUf2km3pwTxElqdKmrU5XyzNQNSsRRBbE0gQ,,&typo=0>

From: Brandi Jones <mailto:bjones@IrwindaleCA.gov<mailto:bjones@IrwindaleCA.gov>>
Sent: Thursday, August 11, 2022 10:21 AM
To: Porter, Paul M. <mailto:pporter@hfbllp.com<mailto:pporter@hfbllp.com>>; Lisa Chou <mailto:lchou@IrwindaleCA.gov<mailto:lchou@IrwindaleCA.gov>>
Cc: Jamie Traxler <mailto:jtraxler@awattorneys.com<mailto:jtraxler@awattorneys.com>>; Iris Espino <mailto:iespino@IrwindaleCA.gov<mailto:iespino@IrwindaleCA.gov>>; Daniel Co <mailto:dco@IrwindaleCA.gov<mailto:dco@IrwindaleCA.gov>>
Subject: RE: 4416 Azusa Canyon Rd

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Good morning Paul,

At this time, we need to reschedule the meeting. Staff is currently working with the consultant on alternatives and will keep you posted on the progress.

Thank you,

Brandi M. Jones (she/her)

Senior Planner

626.430.2260

<mailto:BJones@IrwindaleCA.gov><<mailto:BJones@ci.irwindale.ca.us>>

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Physical Address:

City of Irwindale Annex

16102 Arrow Highway, 2nd Floor

Irwindale, CA 91706

Mailing Address:

City of Irwindale City Hall

5050 Irwindale Avenue

Irwindale, CA 91706

Please consider the environment before printing this email.

From: Porter, Paul M. <<mailto:pporter@hfbllp.com><<mailto:pporter@hfbllp.com>>>

Sent: Wednesday, August 10, 2022 4:46 PM

To: Lisa Chou <<mailto:lchou@IrwindaleCA.gov><<mailto:lchou@IrwindaleCA.gov>>>; Brandi Jones <<mailto:bjones@IrwindaleCA.gov><<mailto:bjones@IrwindaleCA.gov>>>

Cc: Brandi Jones <<mailto:bjones@IrwindaleCA.gov><<mailto:bjones@IrwindaleCA.gov>>>; Jamie Traxler <<mailto:jtraxler@awattorneys.com><<mailto:jtraxler@awattorneys.com>>>

Subject: RE: 4416 Azusa Canyon Rd

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Good afternoon,

I was out of the office last week but accepted a Microsoft Teams meeting set up by the City or my client (I am not sure which) on this project for tomorrow. I believe the City employee setting it up is Iris, City of Irwindale Economic Development.

I was not involved in the setting of it, but I just want to confirm that you are aware that my client has requested that I be on the call, and I accepted the invitation on line. I want to confirm with the City that it is ok for me to participate in the call, and I don't know whether the City wants or has planned for its own attorney to participate. I thought I would check.

I ask that you please contact the City attorney's office to inform them of this call, and ask them to confirm with me in an email that it is ok for me to participate, or advising me that they do not want me to do so (and I will let my client know).

Thank you,
Paul

Paul M. Porter | Partner | Hill, Farrer & Burrill LLP California Plaza | 300 So. Grand Ave., 37th Fl. | Los Angeles, CA 90071
Dir 213.621.0870 | Fax: 213.624.4840 |
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From: Lisa Chou <<mailto:lchou@IrwindaleCA.gov><<mailto:lchou@IrwindaleCA.gov>>>
Sent: Wednesday, July 6, 2022 12:48 PM
To: Porter, Paul M. <<mailto:pporter@hfbllp.com><<mailto:pporter@hfbllp.com>>>
Cc: Brandi Jones <<mailto:bjones@IrwindaleCA.gov><<mailto:bjones@IrwindaleCA.gov>>>
Subject: 4416 Azusa Canyon Rd

Good afternoon Paul,

Rexford has reached out to request a meeting with the City to discuss their concerns of the timeline of their project. Could we schedule a call to discuss your concerns in an effort to move the project forward?

Thank you,

Lisa Chou
Associate Planner | City of Irwindale
E: <mailto:lchou@IrwindaleCA.gov><<mailto:lchou@IrwindaleCA.gov>> | P: (626) 430-2246 Office Hours: Monday through Thursday 8 a.m. to 6 p.m.

Mailing Address:
Community Development Department
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Physical Address:
16102 Arrow Highway
2nd Floor,
Irwindale, CA 91706

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Technical Memorandum

Date: 8 September 2022

To: Paul Porter | Hill, Farrer & Burrill LLP
Jack Lansford | Lansford Development (Decore-Active Specialties)

From: Ryan Liu, PE & Tom Gaul

Subject: 4414 Azusa Canyon Road Driveway Queuing Analysis and Recommendations

LA22-3401

This report documents the assumptions, methodologies, and findings of a study conducted by Fehr & Peers to evaluate driveway queuing effects and potential conflicts of a proposed industrial redevelopment at the northeast corner of the Azusa Canyon Road and Los Angeles Street/Decore-Active Specialties Driveway in the City of Irwindale. The subject redevelopment site is located at 4416 Azusa Canyon Road (4416), and Decore-Active Specialties occupies an adjacent site located at 4414 Azusa Canyon Road (4414). The adjacent land uses consist of various warehousing and industrial uses. 4416 is currently an unoccupied industrial building.

This memorandum focuses on the intersection of Los Angeles Street and Azusa Canyon Road. Due to 4414's concerns regarding the effects of the redevelopment of 4416, this scope of work analyzes the potential effects of the proposed 4416 project on driveway queuing and maneuverability. This memorandum also provides recommendations to improve mobility and operations.

Existing Site Conditions

4414 currently owns and operates on a site that is bound by a railroad spur line to the west, adjacent industrial areas to the east, the San Dimas Wash to the north, and Metrolink to the south. Sole access to 4414 is provided via a driveway to the west of the 4414 property, which runs adjacent to Metrolink and connects as the fourth (east) leg of the all-way stop-controlled intersection of Los Angeles Street and Azusa Canyon Road intersection. Because 4414 owns the entirety of this driveway leading up to the intersection, an easement was provided to allow for driveway access to 4416, which is also served by two other driveways on Azusa Canyon Road to the north. The 4414-owned driveway also contains marked parking spaces for 4414's employees.



A site visit was performed at the 4414 site on a typical weekday during the end of an employee shift when traffic activity is highest. Due to the high number of employees departing the 4414 site in a short period of time, exiting vehicles at the Azusa Canyon Road and Los Angeles Street intersection queue along the private driveway and into the 4414 site, as shown below. Employees commute to the 4414 site via a variety of transportation modes, including carpooling, private vehicle pick-up/drop-off, and bicycling.



According to information provided by Decore-Ative, 4414 experiences the daily activity levels shown in **Table 1**. Observations confirmed the activity levels as described in Table 1, where employee vehicle and truck queues on the westbound driveway approach lead past the 4416 site and into the 4414 security gate, approximately 400 feet east of the intersection.

Proposed 4416 Project

The proposed project at 4416 Azusa Canyon Road consists of the redevelopment of an unoccupied industrial building site with a 125,475 square foot concrete tilt-up warehouse building. A transportation analysis¹ was performed for the 4416 project. The 4416 project is proposed to include three driveway access points. Driveway #1 at the northwest corner of the 4416 site at Azusa Canyon Road, and Driveways #2 and #3 along the southern boundary of the 4416 site which lead to the access roadway owned by 4414 (Decore-Ative). Both Driveways #2 and #3 on the 4414 access roadway are collectively proposed to serve inbound trucks, but the transportation analysis did not specify the anticipated level of traffic or vehicle types for each driveway. Traffic volume data from the transportation analysis was used for this study. According to the transportation analysis, the 4416 project is expected to generate 262 daily vehicle trips, of which 65 are expected to be truck trips. During the AM peak hour, 4416 is expected to generate 29 trips (23 in/6 out), 7 of which are expected to be truck trips. During the PM peak hour, 4416 is expected to generate 35

¹ See *Azusa Canyon Road Warehouse Transportation Analysis*, Urban Crossroads, July 2021, as part of the *4416 Azusa Canyon Road Initial Study*, Appendix I, Transportation Analysis, December 2021.



trips (10 in/25 out), 10 of which are expected to be truck trips. According to the transportation analysis, the 4416 project is proposing to install a traffic signal at the Azusa Canyon Road and Los Angeles Street/4414 intersection. This is due to the projected number of 4416 project trips that are expected to utilize the southern site driveways along the 4414 site access roadway. As proposed in the current site plan and subsequent truck circulation analyses, all trucks would access the 4416 site via Driveways #2 and #3 along the 4414 site access roadway. The transportation analysis did not analyze the anticipated use for each driveway.

Because of the number of daily and peak period vehicular and truck trips expected at the future 4416 site, the owners of 4414 have expressed concerns about the effects of the 4416 project on their driveway and typical operations, with or without the proposed traffic signal.

While the 4416 transportation analysis studied intersection LOS and delay at various locations including the Azusa Canyon Road/Los Angeles Street/4414 driveway intersection, a detailed queuing and operational analysis within the site was not performed in the transportation analysis.

Driveway Intersection LOS/Queuing Analysis

This section presents an intersection level-of-service (LOS) and queuing analysis at the Azusa Canyon Road/Los Angeles Street/4414 driveway intersection, performed using Synchro software. Traffic volumes, lane configurations, scenarios, and volume assumptions were derived from the 4416 transportation analysis, in addition to recent site visit observations. This analysis was performed with and without the proposed traffic signal. **Table 2** presents the results of the LOS and queuing analysis. While the intersection is expected to operate at poor LOS overall with the addition of the 4416 project, driveway queues under any scenario do not back up to Decore-Ative gates during the AM or PM peak hours. Nonetheless, the queues associated with traffic for both 4414 and 4416 could block access to the 4416's Driveway #2 along the 4414 access driveway due to it being less than 50 feet from the Azusa Canyon Road intersection. As observed during a recent field visit, queues associated with 4414 operations during other hours would block access to 4416's proposed Driveways #2 and #3. Because 4416 proposes all truck access to occur at these two driveways, truck queues waiting to enter 4416 and regular 4414 traffic could block the adjacent intersection.

Recommendations

Because access to 4414 is solely provided via the 4414 site access roadway, the proposal to have the 4416's truck traffic also utilizing this access roadway can result in access and operational issues for both sites. Below are proposed recommendations to separate operations and trips between the two sites as much as possible.



Azusa Canyon Road Two-Way Left-Turn Lane

Azusa Canyon Road currently provides two lanes in each direction with a two-way left-turn lane (TWLTL) between Arrow Highway and Cypress Street. South of Cypress Street, the TWLTL transitions to a solid yellow centerline to provide street parking on the east side of Azusa Canyon Road. There is no TWLTL in-front of 4416. We recommend that the City and/or 4416 project applicant restripe the street to continue the TWLTL south to Los Angeles Street, which is feasible since the roadway widens south of Cypress Street. Providing a TWLTL on Azusa Canyon Road, along with 4416 site plan modifications, would allow for more trucks and cars to use the proposed 4416 driveway at the northwest corner of the site. A TWLTL (with an option to provide a formally striped left-turn pocket at the 4416 driveway) would allow trucks and vehicles to turn into and out of the site without blocking through lanes and is present at other industrial development frontages along Azusa Canyon Road. This would benefit both properties as their respective traffic and operations would be separated as much as possible. Furthermore, this roadway configuration also allows for a dedicated southbound left-turn pocket on Azusa Canyon Road at Los Angeles Street, which would serve the 4414 access road. While this restriping would require the removal of street parking on the east side of Azusa Canyon Road, additional street parking is available on Los Angeles Street west of Azusa Canyon Road. This proposed roadway configuration can be implemented with or without a traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. **Figure 1** shows the proposed conceptual configuration of Azusa Canyon Road with the TWLTL.

4416 Site One-Way Truck Operations

In conjunction with the previous recommendation, we recommend that the 4416 site implement one-way clockwise circulation along its perimeter circulation aisle. While primary site parking for passenger vehicles along the proposed 4416 building entrance doors would remain as two-way operations, a one-way clockwise circulation aisle around the proposed 4416 building would primarily assist with truck circulation. Trucks would enter only on Azusa Canyon Road and exit only onto the 4414 access roadway via Driveway #3. 4416 truck entry via the 4414 access roadway would not be allowed. This will eliminate the potential for queued traffic at the 4416 gate to block the 4414 access roadway and Azusa Canyon Road intersection, thus interfering with 4414 operations.

Azusa Canyon Road & Los Angeles Street/4414 Driveway Intersection Improvements

Fehr & Peers also recommends modifying the eastern leg (4414-owned driveway) of the Azusa Canyon Road and Los Angeles Street intersection to reinforce its private driveway nature. Providing signage and contrasting pavement on the eastern leg of the intersection will help differentiate between Los Angeles Street and the 4414 access roadway and communicate to drivers that the access roadway is not a through street. These improvements would be compatible with and would not preclude the installation of a traffic signal at this intersection. This style of intersection currently exists at other similar contexts in the area, including the signalized intersection of Azusa Canyon Road and Olive Street/Huy Fong Foods.

TABLE 1
4414 (DECORE-ATIVE) VEHICLE AND TRUCK TYPICAL DAILY TRIPS

Trip Type	Daily Trips
Employees	514
Visitors, Vendors, Recruitment	20
Employee Lunch Trips	50
Bobtail Trucks*	20
Will Call (Vehicles and Trailers)*	40
Vclad and Lam Bobtail Trucks*	30
Pole Shed Trips*	10
Dust Collection Trips*	6
Tooling and Maintenance*	8
Freight*	24
FedEx*	1
Receiving*	1
<i>*Subtotal (Truck Trips):</i>	140
Total:	724

TABLE 2
INTERSECTION LOS AND QUEUING ANALYSIS
4414 AZUSA CANYON ROAD DRIVEWAY ANALYSIS

E/W Street/Driveway	N/S Street	Total Capacity (ft) [a]	Subject Turning Movements at Intersection	Control	2021 Conditions						2040 Conditions					
					Intersection Level of Service (LOS)		AM 95th Percentile Queue	PM 95th Percentile Queue	Queue Exceeds Storage?		Intersection Level of Service (LOS)		AM 95th Percentile Queue	PM 95th Percentile Queue	Queue Exceeds Storage?	
					AM	PM	Queue (ft)	Queue (ft)	AM	PM	AM	PM	Queue (ft)	Queue (ft)	AM	PM
Los Angeles Street/Decore Driveway	Azusa Canyon Road	400	Westbound Left/Through/Right	AWSC	D	F	<25	25	No	No	F	F	<25	25	No	No
					Year 2040 + 4416 Project Conditions						Year 2040 + 4416 Project Conditions w/Signal					
					Intersection Level of Service (LOS)		AM 95th Percentile Queue	PM 95th Percentile Queue	Queue Exceeds Storage?		Intersection Level of Service (LOS)		AM 95th Percentile Queue	PM 95th Percentile Queue	Queue Exceeds Storage?	
					AM	PM	Queue (ft)	Queue (ft)	AM	PM	AM	PM	Queue (ft)	Queue (ft)	AM	PM
Los Angeles Street/Decore Driveway	Azusa Canyon Road	400	Westbound Left/Through/Right	AWSC	F	F	<25	25	No	No	C	E	25	50	No	No

[a]: Storage lengths determined based on scaled distances from online aerial photographs up to the Decore gate.

Queue lengths were rounded to the nearest 25'.

Queue lengths analyzed using Synchro only were calculated from the number of vehicles queued. It is assumed that each vehicle queued occupies approximately 25'.



Two-Way Left-Turn Lane (TWLTL) on Azusa Canyon Road
4414/4416 Azusa Canyon Road Access Recommendations

CONCEPTUAL - NOT FOR CONSTRUCTION.
ADDITIONAL DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.



JON P. PRECIADO
Business Manager

PETER SANTILLAN
Secretary-Treasurer

SERGIO RASCÓN
President

AFFILIATED LOCALS
SOUTHERN CALIFORNIA

BURBANK
LOCAL 345

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 1309

LOS ANGELES
LOCAL 300

ORANGE COUNTY
LOCAL 652

POMONA
LOCAL 1414

RIVERSIDE AND IMPERIAL
COUNTIES
LOCAL 1184

SAN BERNARDINO, INYO,
AND MONO COUNTIES
LOCAL 783

SAN DIEGO
LOCAL 89

VENTURA
LOCAL 585

KERN,
SAN LUIS OBISPO, AND
SANTA BARBARA COUNTIES
LOCAL 220

ARIZONA
PHOENIX, AZ
LOCAL 1184

NEW MEXICO
ALBUQUERQUE, NM
LOCAL 16

SOUTHERN CALIFORNIA
DISTRICT COUNCIL OF
LABORERS

123 Parkview Dr., Suite 300
Covina, CA 91724
Phone (626) 350-6900
Fax (626) 350-7583
www.scdcl.org

LiUNA! SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Feel the Power

September 21, 2022

Brandi M. Jones
City of Irwindale Annex
Planning Commission
16102 Arrow Highway, 2nd Floor
Irwindale, CA 91706

(SENT VIA EMAIL: BJones@IrwindaleCA.gov)

RE: **STRONG SUPPORT** for the REXFORD INDUSTRIAL- 4416 AZUSA
CANYON RD WAREHOUSE PROJECT

Dear Brandi M. Jones:

On behalf of our over 32,800 members and ten affiliated local unions throughout Southern California, I write to relay our strong support for the project referenced above.

Rexford Industrial has committed to contracting with one of our signatory general contractors for this project and the project will provide good paying, family sustaining wages and provide first rate benefits to our members who will build this project. Additionally, many of our members live in Irwindale and the surrounding cities in Los Angeles county and would enjoy nothing more than being able to work locally and spend locally, as well as being able to spend more time at home after work rather than spending that time commuting to points unknown for work outside of Los Angeles County.

For all the reasons stated above, we ask that the Planning Commission approve this project before them. Thank you for your consideration in this matter.

Sincerely,

SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS


Jon P. Preciado
Business Manager

cc: Carlos Serra, Rexford Industrial (cserra@rexfordindustrial.com)
Michael Ramirez, Rexford Industrial
(mramirez@rexfordindustrial.com)
Bill Quisenberry, LCOF (billq@lcof.net)



ATTACHMENT M

Teamsters Local Union No. 396
Package and General Utility Drivers
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Brandi Jones, Senior Planner
(626) 430-2260, bjones@irwindaleca.gov
City of Irwindale
5050 Irwindale Avenue
Irwindale, California 91706

Lisa Chou, Associate Planner
(626) 430-2246, lichou@irwindaleca.gov
City of Irwindale
5050 Irwindale Avenue
Irwindale, California 91706

Re: 4416 Azusa Canyon Road Project
Assessor's Parcel Number: 8417-004-006
Project Sponsor: Rexford Industrial Realty Consulting Firm
<https://www.irwindaleca.gov/575/4416-Azusa-Canyon-Road>

Dear Ms. Jones and Ms. Chou:

These comments are being submitted on behalf of Teamsters Local 396 regarding the above-captioned project, specifically in response to the project's Initial Study (IS) and the City of Irwindale's determination that a Mitigated Negative Declaration (MND) is necessary to provide CEQA (California Environmental Quality Act) clearance for the project. Please note that we reserve the right to clarify and supplement these comments as permitted by law and do not waive any issue or matter omitted herein as a result of error or omission by the City of Irwindale or the Project Sponsor, to the extent permitted by law.

Teamsters Local 396 represents delivery, sanitation, logistics, recycling and other workers in Los Angeles County. Our members live in Irwindale and other parts of Los Angeles County. As residents, they may be adversely affected by the potential traffic, air quality, noise, public health, and other impacts caused by the project.

The proposed Mitigated Negative Declaration (MND) is insufficient substantively and as a matter of law and is inappropriate given the likelihood of significant environmental impacts that are not adequately studied or mitigated by the proposed mitigation measures. The City of Irwindale should either reject the proposed IS/MND or send the proposal back to staff and the Project Sponsor to prepare a full Environmental Impact Report (EIR).

The Initial Study describes the project:

The 4416 Azusa Canyon Road project (proposed project) involves the construction and operation of a new warehouse and manufacturing facility on a currently developed site. The warehouse and manufacturing businesses (prospective tenants are unknown at this time) would operate out of a proposed building that would encompass a total of 129,830 square feet, with 17,000 square feet of manufacturing space, 103,670 square feet of warehousing space, and 9,160 square feet of ancillary office space to support the industrial and warehousing tenant(s). The proposed project would also include 18 dock door positions within a secured truck court area on the southeastern side of the site. Other project components include vehicular

and pedestrian access and circulation improvements, asphalt parking areas, utility and infrastructure improvements, and various hardscape and landscape improvements.

The project would also involve the demolition of a Pepsi Bottling Group plant which closed in December 2020.

The Initial Study (Page 8) claims that the ultimate tenant or end user is currently unknown: "Future uses/tenants are described as speculative, and the specific warehousing types have not been defined. Similarly, other industrial or potential manufacturing uses have not been specified."¹

Despite this, it seems likely that the project will be an Amazon "last mile" delivery station:

- An Amazon representative stated last year (during proceedings for a planned last mile delivery station in West Covina) that it was actively looking at 2 Southern California cities – Irwindale and El Monte – as locations for future last mile delivery stations.
 - Amazon is now the largest single developer of warehouses and logistics facilities in the United States. From 2014 to the first half of 2021, the number of last mile delivery stations grew from just 8 to almost 450. Amazon plans to open at least another 250 last mile delivery stations in the U.S. over the next 2 years. The company reportedly plans to open at least 1,500 last mile delivery stations.²
- The Project Sponsor – Rexford Industrial Realty – has a pre-existing relationship with Amazon, leasing multiple properties to it, including facilities in Glendale, CA and Thousand Oaks, CA.³
- The City of Irwindale actively encourages the development of e-commerce-related last mile delivery stations. The official webpage notes that "the City offers a rare abundance of land, especially when incorporating former mining sites and sites that will become available after their mines close, within the core of the Los Angeles Metropolitan Area market. *This presents an irresistible attraction for industrial and commercial uses, especially last-mile distribution, which is needed more than ever with the proliferation of e-commerce.*"
<https://www.irwindaleca.gov/35/Doing-Business>
- The project description fits a last mile delivery station (approximately 100,000 sq. ft. warehouse, open 24 hours per day and 7 days per week⁴, located within a densely populated urban area, etc.).

The likelihood that this project is an Amazon last mile delivery station is significant: last mile facilities generate significantly more traffic than other warehouse types. The nature of last mile facilities – which are the starting point of hundreds of daily deliveries into surrounding communities – means that they generate traffic, noise, pollution, and other impacts far beyond the actual facility site.

Traffic Impacts:

Amazon facilities are known to generate traffic problems, leading to congestion and back-ups onto nearby streets, increasing the potential for accidents and contributing to road wear. This was illustrated in 2019-2020 at an Amazon last mile delivery station in Thousand Oaks leased from Rexford Industrial Realty, the sponsor of this project:

In late March, officials in Thousand Oaks scrutinized Amazon's fleet of delivery vans on local roadways after local residents complained about traffic congestion. Acrimony revolved around a bottleneck of vehicles trying to enter Rexford Industrial-owned Conejo Spectrum Business Park in Newbury Park -- where Amazon established a presence in 2018 when it transformed a 55,000-square-foot warehouse at 2405 Conejo Spectrum St. into an Amazon Prime distribution center. According to Thousand Oaks Code Compliance Manager Geoff Ware, who led an investigation of Amazon's driving practices since the first complaint was filed in October, the backup has worsened in the past few months "with the numeric value

¹ It is also possible that the Project Sponsor (Rexford Industrial Realty) and/or the City of Irwindale are aware of the specific end user, or at least the specific type of use anticipated. Page 123 of the Initial Study notes that a "similar warehouse project" was used to assess noise levels. What is the "similar warehouse project" Who decided that it was "similar"? The City? The Project Sponsor? If either entity has any more specific information about the ultimate end user, it must be disclosed and accounted for in order to accurately assess this project's impacts.

² <https://www.freightwaves.com/news/amazon-to-blanket-the-burbs-with-lots-of-delivery-stations>

³ "Glendale: Amazon's mysterious ways," Indian Real Estate News, May 25, 2018, <https://blog.naiop.org/2021/09/the-new-opportunities-in-urban-middle-last-mile/> <https://www.reit.com/news/reit-magazine/january-february-2016/older-buildings-are-prime-sites-rexford-industrial>

⁴ Page 25 of the Initial Study.

and types of traffic patterns involved with the Amazon location.... It was just an overload of vehicles trying to access the site."⁵

The Initial Study's assessment of traffic impacts contained in the Transportation Analysis (Appendix I) does not adequately address traffic issues. It is based on faulty methodology. Page I-75 of the Transportation Analysis states:

In order to estimate the traffic characteristics of the Project, trip-generation statistics published in the Institute of Transportation Engineers (ITE) Trip Generation (10th Edition, 2017) manual for ITE Land Use Code 150 (Warehousing) and 140 (Manufacturing) are utilized. Trip generation rates and resulting calculations for the proposed Project are shown on Table 1. The Project is anticipated to generate 262 trip-ends per day with 29 AM peak hour trips and 35 PM peak hour trips, with the mixture of passenger car and truck trips as shown in Table 1.

The majority of the site is planned for a "stand-alone concrete tilt-up warehouse, office and manufacturing facility" but the particular nature of this use is not defined and the ultimate tenant or end user is unknown. Despite this uncertainty, the Transportation Analysis is based on an assumption that the Institute for Transportation Engineers (ITE) Trip Generation Manual Land Use Code 150 will be applicable. Land Use Code 150 is for a traditional warehouse use, i.e., a place where packages are stored for wholesale distribution or for distribution to producers or manufacturers. This is specifically a "long-term storage" facility, according to the ITE manual.

The *zoning* designation, however, is far broader than the specific use associated with Land Use Code 150. Page 29 of the Initial Study states:

The prevailing planning and regulatory plans that govern development and use of the project site are the Irwindale General Plan, Irwindale Zoning Code (Title 17 [Zoning]), and Irwindale Commercial and Industrial Design Guidelines. The general plan land use designation of the project site is Industrial/Business Park, and the site is zoned Light Manufacturing (M-1). Land devoted to Industrial/Business Parks may range in size from 10 acres up to 100 acres, subdivided into smaller lots and developed with industrial buildings of varying sizes.

This is a significant distinction, because of the vast disparity between warehouse/distribution uses in the ITE trip generation manual itself. *The trip-per-unit figure for Code 150 warehouses is 0.19; the trip-per-unit figures for distribution-focused warehouses (such as last mile delivery stations), i.e., codes 155 and 156 are 1.37 and 0.64 respectively, representing significantly higher trip generation characteristics respectively of 7+ times larger than Code 150 and 3+ times larger than Code 150.* Since these uses are clearly permitted by the zoning designation, the Transportation Analysis is inadequate both substantively and as a matter of law.

The Project Sponsor (and the City of Irwindale) have not further defined the precise end user, or even a range of possible end users, for the project site. At the same time, by adopting the MND, the City would be allowing an entire range of "distribution plants and warehouses," including those that fall under Land Use Codes 155 and 156 of the ITE manual. This includes e-commerce-type "last mile" delivery stations that generate far more traffic than traditional warehouses, and traffic of a particular type: vehicle trips into residential areas to make deliveries.

The range of uses that will be allowed by adopting this MND would include distribution centers and "last-mile"-type delivery stations, which are more often evaluated as "high-cube" warehouses with significantly higher trip generation characteristics. Importantly, even these ITE Land Use Code designations (155 & 156) are not typically treated as adequate, because of the unique nature of these e-commerce facilities. In other California localities, e-commerce applicants have conducted bespoke studies based on existing facilities in order to provide CEQA-compliant data for purposes of transportation analysis.

The IS/MND transportation analysis falls far short of this requirement. It uses the lowest-level of traffic generation to justify an approval that would allow a significantly more intense type of use. This is precisely what MNDs should *not* do,

⁵ "SPACE FOR E-COMMERCE: With the coronavirus crisis encouraging online shopping, companies from Amazon.com to local businesses are in the market for warehouses (REAL ESTATE QUARTERLY: SPECIAL REPORT)," San Fernando Valley Business Journal, April 27, 2020.

given CEQA's purpose of providing decision-makers and the public with adequate information to make an informed decision on potential environmental impacts. To be adequate, the City of Irwindale needs to study the full range of allowed uses, or, alternatively, condition the approvals to allow only those uses that were actually studied in the IS/MND. This issue alone is sufficient to require a rejection of the IS/MND, or imposition of conditions on the approval that would preclude development on the property of those uses which are more intense but were not studied.

The faulty methodology of the Transportation Analysis also contributes to other problems in the Initial Study. For example:

1) The Initial Study's Transportation Analysis does not include a VMT (vehicle miles traveled) analysis, but it should have included one. The Initial Study states that:

Under SB 743, a city can decide to screen out certain projects from needing a complete VMT analysis. OPR has advised that certain projects could be cleared from further analysis based on size, type, location, and/or proximity to a major transit stop or high-quality transit. The City of Irwindale adopted its VMT thresholds on November 11th, 2020. Since the City of Irwindale's VMT thresholds do not include screening criteria, the County of Los Angeles' Guidelines were used. The County requires VMT analysis for development projects that are estimated to generate a net increase of 110 or more daily vehicle trips... *The passenger car trip generation for the proposed project is 197 daily trips, but the estimated trip generation for the Pepsi bottling plant is 88 daily trips. Therefore, the net increase in the proposed project's passenger car trip generation is 109 vehicles per day, just under the threshold of 110 vehicles per day (see Table 25).* Therefore, proposed project would not require further VMT analysis and would have a less than significant impact.

If the Transportation Analysis calculated passenger car trip generation based on either Land Use Code 155 or 156 used for distribution-based warehouses, the net increase in the proposed project's passenger car trip generation would have far exceeded the threshold of 110 vehicles per day and would have necessitated a VMT analysis.

2) The Initial Study's discussion of toxic air contaminants notes that "land uses that generate more than 100 truck trips per day have the potential to substantially increase toxic air contaminants (TAC) concentrations and health risks at off-site sensitive land uses within 1,000 feet of the facility" but that "the proposed project would generate an average of only about 65 medium- and heavy-duty truck trips per day."⁶ If this project becomes a last mile delivery station, it is likely to exceed the 100 truck trip threshold, given that Land Use Codes 155 and 156 that cover last mile facilities calculate vehicle trips that are 3+ or 7+ times higher than Land Use Code 150 that covers traditional warehouses. The MND should therefore include an air contaminants analysis that includes this possible scenario.

The IS/MND Does Not Account for Unique Impacts of Last Mile Delivery Stations:

In the possible and even likely event that this project will be a last mile delivery station, traffic, noise and pollution impacts will be particularly acute because they will be spread by delivery vehicles that will travel through residential neighborhoods, bringing congestion, noise and pollutants closer to children, seniors and other "sensitive receptors." Delivery to consumers in neighborhoods means that trucks will be driving slowly and idling near homes, making frequent stops and starts, and otherwise emitting greenhouse gases and other particulates not only at the warehouse, but consistently throughout the day in residential areas that are otherwise not zoned to account for such emissions.

Urban planner Daniel Flaming, president of the Economic Roundtable, a Los Angeles-based research non-profit that provides transparent, data-driven policy analysis, notes that last-mile facilities have several negative impacts when situated near residential areas: "It would be horrific if you owned a home next to one of these distribution centers. All those loaded trucks have significant road wear issues as well as congestion issues, noise issues and pollution issues."⁷

The project is located within 1 mile of the following:

- Schools: Merwin Elementary School, Manzanita Elementary School, Grovescenter Elementary School, Monte Vista Elementary School, Geddes Elementary School, Margaret Heath Elementary School, Central Elementary

⁶ Page 61 of the Initial Study.

⁷ Southland logistics; Amazon shifting to the fast lane. Redlands 6 U.S. Census Bureau. Time Series of California Intercensal Population Estimates by County: April 1, 1990 to April 1, 2000.

School, Pleasant View Elementary School, Alice M. Ellington K-8 School, Jerry D. Holland Junior High School, Las Palmas Middle School, Olive Middle School, Baldwin Park High School, North Park High School, Gladstone High School, Covina High School, Jubilee Christian School.

- Residential Buildings: Serrano Apartment, Vincent Village Apartments, Sunset Square Apartments, Heritage Park Villas. The Initial Study (Page 7) also notes that “residential areas are within a 1,000-foot radius to the northeast, southeast, south, and southwest of the project site. The closest sensitive receptors are a single-family residence approximately 550 feet northeast on East Cypress Street and a mobile home park approximately 700 feet to the southwest.”
- Churches: Our Lady of Guadalupe Church, Christ Community Church, Bethany Church, Faith Church, Church Baldwin Park, Family Christian Church, Pilipino Community Church, Indonesian Good News Church.
- Recreational Areas: Irwindale Park, Jardin de Roca Park, Hilda L. Solis Park, Del Norte Park, Santa Fe Dam Recreation Area.
- Hospitals: Kindred Hospital San Gabriel Valley.

The Initial Study does not account for the wider impacts inherent in last mile facilities. For example, the Initial Study’s analysis of toxic air contaminants and their health risks addresses only the increased health risk caused by stationary sources on the site itself, ignoring the potential for emissions caused from vehicles that will traverse regularly through residential areas, should the site be developed into a last mile facility. The Initial Study needs to include an analysis of the full scope of impacts generated by last mile facilities.

Parking Impacts:

The project’s allotted parking may be inadequate, if it turns out to be an Amazon facility. This is especially true for facilities that are open 24 hours a day and 7 days a week like this one is expected to be. Parking problems at Amazon facilities have been well documented:

- Insufficient parking spaces and the high volume of last mile delivery vans force workers servicing them to look for parking offsite, taking parking spaces that would otherwise be used by local residents.⁸ Teamsters Union members and staff have observed these problems at numerous Amazon facilities.
- The need to park offsite has led to conflicts with workers servicing Amazon warehouses:
 - Several lawsuits filed against Amazon’s subcontracted van companies that list Amazon as a joint employer have previously alleged violations of wage & hour laws because they were required to park and pick up their delivery vehicles offsite but Amazon did not compensate them for the time spent traveling from their offsite parking locations to their workplaces.
 - The issue was a central grievance that led to a 2019 walkout of workers in an Amazon warehouse in Minnesota.⁹

Despite these problems, the proposed project will only include 123 parking spaces.¹⁰ This stands in contrast to other Amazon last mile projects currently under development:

- Smithtown, NY: 309 parking spaces, 64,000 sq. ft.
- Westbury, NY: 237 parking spaces, 40,113 sq. ft.
- Garden City, NY: 175 parking spaces, 100,000 sq. ft.
- Peabody, MA: 1,181 parking spaces (313 regular spaces, 868 fleet storage spaces), 183,000 sq. ft.

Community Development & Jobs:

The Initial Study (on Page 109) discusses the project’s “Community Development Element,” stating that it aligns with the City of Irwindale’s goal to “promote development that will benefit the community as a whole in terms of both jobs and revenue generation.” The Initial Study notes that the project “is anticipated to add approximately 72 new jobs.”¹¹ City officials may be disappointed in the jobs created, if this is a facility run by Amazon, which has become known for poor quality, dangerous jobs:

⁸ “Online Spending to Hit a New Record,” CBS News Transcript, December 2, 2019.

⁹ “News Watch,” Labor Notes, September 1, 2019.

¹⁰ Page 25 of the Initial Study.

¹¹ Page 55 of the Initial Study.

Negative Impact on Wages:

- According to Bureau of Labor Statistics data for 68 counties where a large Amazon facility was opened, the average compensation for the industry declined more than 6% in the two years after opening.¹²
- A U.S. Government Accountability Office report from October 2020¹³ cited in several articles found that in the nine states covered, more than 4,000 Amazon employees receive SNAP food assistance.
- Pre-pandemic research found that warehouse workers in areas with an Amazon facility earned about 10% less than similar workers elsewhere.¹⁴

Injury Rates Associated with Amazon Facilities:

- OSHA data for 2020 shows that the serious injury rate at Amazon warehouses – meaning workers were hurt badly enough to miss work or be placed on light duty – was almost 80% higher than the entire warehousing industry at 5.9 serious injuries for every 100 Amazon workers.^{15 16}
- Despite touting millions spent on safety, internal data show that Amazon leaders went to great lengths to hide an ongoing, and worsening, safety crisis at company warehouses across the U.S.¹⁷

Amazon Employment Churn: Data shows that when Amazon moves into a county, turnover rates for the entire county skyrocket – in just 2 years, a new Amazon facility increases the turnover rate for warehousing and storage employees an average of 30%.¹⁸ In California, researchers found that the average turnover rate in “Amazon” counties for warehouse workers more than doubled in the years between 2011 (a year before Amazon’s first fulfillment center opening) and 2017, from 38.1% to 100.9%.¹⁹

Conclusion:

For the foregoing reasons, we respectfully request that the City of Irwindale reject the proposed IS/MND, or impose conditions on the ultimate use of the property that would justify the assumptions in the IS/MND.

Sincerely,



Ron Herrera,
Secretary Treasurer
Teamsters Local 396

¹² Bloomberg. [Amazon Has Turned a Middle-Class Warehouse Job into a McCareer](#). December 2020.

¹³ U.S. Government Accountability Office Report to the Ranking Member, Committee on the Budget, U.S. Senate. FEDERAL SOCIAL SAFETY NET PROGRAMS: Millions of Full-Time Workers Rely on Federal Health Care and Food Assistance Program. <https://www.gao.gov/assets/gao-21-45.pdf>. October 2020.

¹⁴ The Economist. [What Amazon does to wages](#). January 2018.

¹⁵ The Washington Post. [Amazon warehouse workers suffer serious injuries at higher rates than other firms](#). June 2021.

¹⁶ Strategic Organizing Center. [Primed for Pain: Amazon's Epidemic of Workplace Injuries](#). May 2021.

¹⁷ Reveal. [How Amazon Hid its Safety Crisis](#). September 2020.

¹⁸ The New York Times. [Inside Amazon's Employment Machine](#). June 2021.

¹⁹ National Employment Law Project. [Amazon's Disposable Workers: High Injury and Turnover Rates at Fulfillment Centers in California](#). March 2020.

ATTACHMENTS

Due to the size of the documents, please visit the following links to view the files.

Attachment I: Access Sensitivity Evaluation (with intersection operations analysis data), dated November 8, 2022

<https://www.irwindaleca.gov/DocumentCenter/View/7933/4416-Azusa-Canyon-Road-Warehouse-Access-Sensitivity-Evaluation-11-09-2022>

Attachment N: Letter from Lozeau Drury, LLP, dated September 21, 2022

<https://www.irwindaleca.gov/DocumentCenter/View/7952/20220921-SAFER-Reply-to-Response-to-Comments-re-4416-Azusa-Canyon-Road-Project-FINALExhibits1-3-09212022>

Attachment O: Response to the Lozeau Drury, LLP letter, dated March 7, 2022

<https://www.irwindaleca.gov/DocumentCenter/View/7440/Exhibit-F---Response-to-Lozeau-Drury-LLP-03072022>

Attachment P: Response to the Lozeau Drury, LLP letter, dated May 3, 2022

<https://www.irwindaleca.gov/DocumentCenter/View/7441/Exhibit-G---Response-to-Lozeau-Drury-LLP-05032022>

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: November 17, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services and First Amendment to the Franchise & Facility Operations Agreement between the City of Irwindale and Arakelian Enterprises, Inc., dba Athens Services

City Manager's Recommendation:

That the City Council: i) approve the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services; ii) approve the First Amendment to the Franchise & Facility Operations Agreement between the City of Irwindale and Arakelian Enterprises, Inc., dba Athens Services; and (iii) find the approval of the amendments exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment which these contract amendments do not have such potential.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

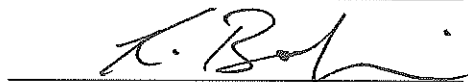


Reviewed by:

Adrian R. Guerra, City Attorney

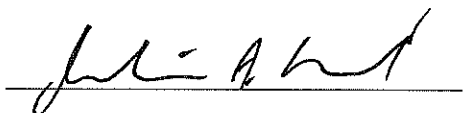
Kambiz Borhani, Finance Director

Electronically Approved



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Contract Agreement Background Information

On April 13, 2011, the City of Irwindale (City) and Arakelian Enterprises, Inc., dba Athens Services (Athens) entered into an Exclusive Franchise Agreement for Waste Hauling Services permitting Athens to exclusively provide waste hauling and street sweeping services in the City ("Agreement").

A First Amendment to the Exclusive Franchise Agreement was approved by City Council on December 12, 2012 to include newly adopted California Legislation titled Assembly Bill 341 Mandatory Commercial Recycling, which became effective on July 1, 2012, and Assembly Bill 32 titled "The Global Warming Solutions Act of 2006." The First Amendment provided a new maximum rate schedule that would allow Athens to meet AB 341 requirements, which included the transportation, separation, and processing of all Solid Waste, Recyclables, and Green Waste to the Franchisee's Materials Recovery Facility/Transfer Station (MRF/TS) in the City of Industry. The amendment also allowed for the development and implementation of a public awareness, outreach and education program on the City's Source Reduction and Recycling and the preparation for the planning, evaluation, and development of a MRF/TS to be located in the City.

On January 22, 2014, City Council approved a Second Amendment to the Exclusive Franchise Agreement to implement a one-time 10% special rate increase on residential and commercial customers to account for the closing of the Puente Hills Landfill and the new transportation costs associated with hauling solid waste to the County of San Bernardino Landfill. The City hired R3 Consulting Group, Inc. to perform a comprehensive review of Athens' proposed rate increase, and concluded that the Athens' rate increase plan should result in significantly lower long-term rates.

A Third Amendment to the Exclusive Franchise Agreement was approved by City Council on December 11, 2019 to include California Legislation titled Assembly Bill 1826 Mandatory Commercial Organics Recycling, which was signed into law in October 2014 by Governor Jerry Brown. This law requires businesses to recycle their organic waste based on the amount of waste they generate on a weekly basis. Jurisdictions were required to set up and provide an Organics Recycling Program, source separate organic waste service, for commercial businesses with their waste haulers under this bill. This amendment focused on approving an Organics Recycling Program and Fee Schedule that would place the City and its business community in compliance with AB 1594, AB 1826, and a portion of SB 1383 as well as updates the Street Sweeping language.

On February 24, 2021, City Council entered into a Franchise & Facility Operations Agreement to establish Athens' right for an exclusive operation of a MRF/TS within City limits and the construction, operation and maintenance of MRF/TS facility.

SB 1383 Requirements

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to

landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2016 (Lara, Chapter 395, Statutes of 2016), establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025.

In accordance with SB 1383, by January 1, 2022, all jurisdictions must have a mandatory organic waste disposal reduction ordinance in place. Additionally, the bill mandates that all businesses and residents, as well as multi-family housing, have access to recycling programs that capture food scraps and landscaping debris, among other organic waste items. CalRecycle guidelines for SB 1383 requires jurisdictions to conduct education and outreach on organics recycling to all residents, businesses, haulers, solid waste facilities, and local food banks and other food recovery organizations.

The City must comply with six main components of SB 1383. The six main components are identified below and includes a City status update.

1. Organics and Recycling Collection. Provide residents and businesses access to organics and recycling collection services.

The Third Amendment to the Franchise Agreement with Athens provides this service to commercial and multi-family homes only.

2. Edible Food Recovery. Identify edible food recovery generator businesses that are required to implement edible food recovery programs. This shall also include coordination with the County to facilitate capacity planning for food recovery.

The City Council entered into a Memorandum of Agreement with the San Gabriel Valley Council of Governments to participate in the San Gabriel Valley Regional Food Recovery Program on September 22, 2021 with Amendment No. 1 approved on November 10, 2021 and Amendment No. 2 approved on July 27, 2022. The agreement and amendments provide participating cities with food recovery capacity and compliance assessments; identification of Tier 1 and 2 generators; implementation of a three year food recovery inspection and enforcement program; project management; creation of subregional food recovery hubs; coordination of purchase of equipment; and the creation/implementation of public outreach and education plans/campaigns.

3. Education and Outreach. Conduct annual community outreach and education to residents, schools, businesses, and edible food generators.

The City of Irwindale continues to provide education and outreach on SB 1383 to its residents, business community, and food recovery organizations using social media, flyers, and the City Newsletter. Staff has also distributed material at community events such as Music in the Park.

4. Procurement Requirements. Beginning January 1, 2022, the City must annually procure a certain quantity of recycled organic waste products including, but not limited to compost, mulch, and renewable natural gas. Additionally, the City is required to only purchase paper products that are post-consumer recycled-content and to track such purchases.

On November 10, 2021, the City Council adopted Resolution No. 2021-99-3311, entitled, "A Resolution of the City Council of the City of Irwindale Adopting a Recovered Organic Waste Product Procurement Policy Recommended by Senate Bill 1383 (Lara) and CalRecycle Regulations."

5. Capacity Planning for the Future. Jurisdictions must ensure there are sufficient Material Recovery Facilities and Transfer Stations and Recycling facilities to send organic waste to so it may be recycled. Additionally, jurisdictions must identify and work with edible food generators to guarantee all edible food is going to food recovery organizations and services to be donated. Sufficient food recovery organizations and services must also be identified and capacity determined as part of the SB 1383 regulations.

The City is required to submit a Capacity Planning Implementation Schedule identifying how it will comply with future organic waste capacity by November 30, 2022.

6. Monitoring Compliance, Annual Reporting and Ordinance Adoption for Enforcement.

Monitoring Compliance. Conduct waste audits of trash, recycling, and organics routes to check bins for contamination.

Annual Reporting. Maintain accurate and timely records of SB 1383 compliance for annual reporting to CalRecycle. This includes the implementation of the Green Building Code and the City's Water Efficient Landscape Program.

The City of Irwindale is required to submit an Electronic Annual Report to CalRecycle demonstrating it meets all requirements of SB 1383, including reporting on Construction and Debris Recycling and Water Efficient Landscape Program for tenant improvements and new construction. The City has adopted a C&D ordinance, the California Green Building Code, and a Water Efficiency Landscape Program ordinance. Staff also has measures in place to obtain the necessary information required by CalRecycle.

Ordinance Adoption. Adopt an ordinance implementing SB 1383 by January 1, 2022.

The City of Irwindale held a second reading and adopted Ordinance 759, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE

ADDING CHAPTER 8.22 TO TITLE 8 ("HEALTH AND SAFETY") OF THE IRWINDALE MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT" on January 12, 2022.

Analysis

Athens's and City staff worked together to develop a Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services between the City of Irwindale and Athens Services that will assist the City in meeting the SB 1383 regulatory requirements and additional services as outlined below:

- Provide an Organic Waste & Other Recycling Program (source separated) for single-family homes. This service provides each single family unit with three carts comprising of one black cart for solid waste, one blue cart for source-separated recyclable materials, and one green cart for source-separated organic waste. The residential base services (3 carts only) will be at no cost to the residents or the City of Irwindale for the next 10 years.
- Provide rollout services for disabled customers at Single Family Residential units who provide written notice from a physician will receive this service at no cost.
- Add electronic waste to the Single Family Bulky Waste Pickup that is provided twice a year and offer 10 tons of compost on an annual basis at Compost Giveaways.
- Provide Contamination Protocols per SB 1383 regulations.
- Provide SB 1383 monthly reports on route reviews, public education and outreach performed, and contamination notices.
- Assist the City with creating, disseminating educational materials and participating in activities on SB 1383 compliance.
- Provide Recovered Organic Waste Products in the form of compost, mulch, and/or California-derived Renewable Natural Gas to assist the City in meeting its required annual per capita procurement of such products.
- Provide an organics processing facility capacity guarantee for disposal at a facility that processes source separated Organic Waste from Generators serviced by Athens. This statement will serve as compliance when submitting the City's Capacity Planning Implementation Schedule.
- Assist the City with its Food Recovery Program by identifying Tier 1 and 2 Commercial Edible Food Generators and Food Recovery Organization/Services and provide education and outreach information to these generators, organizations and services.

- Add Bus Shelter/Stop Maintenance services not to exceed forty-four (44) locations citywide to include emptying of waste receptacles, litter pickup, and graffiti removal on a weekly basis with monthly pressure washing of all interior and exterior visible metal/concrete surfaces and glass/Plexiglas surfaces.
- The City has agreed to transition to the trash index of CPI(U)+1 Los Angeles, all items, from April to March.
- An extraordinary rate adjustment of 3.57% will be added the Rate Schedule as part of the services outlined in the Fourth Amendment.

Additionally, the Fourth Amendment clarifies the Franchise Term as thirty (30) years plus five (5) years for a total of thirty-five (35) years. The following documents specify the thirty (30) year waste hauling contract to commence with the construction of the Athens' Irwindale MRF/TS:

- Memorandum of Understanding Relating to Solid Waste Materials Recovery Facility/Transfer Station Agreements entered into on June 25, 2008 amongst the City of Irwindale, the Irwindale Community Redevelopment Agency, and Arakelian Enterprises, Inc. and its subsequent Amendments;
- Exclusive Franchise Agreement between the City of Irwindale and Arakelian Enterprises, Inc, dba Athens Services entered into on April 13, 2011; and
- Disposition and Development Agreement by and between the Successor Agency to the Irwindale Community Redevelopment Agency and Arakelian Enterprises, Inc, dba Athens Services entered into on February 24, 2021; and
- Franchise & Facility Operations Agreement by and between the City of Irwindale and Arakelian Enterprises, Inc, dba Athens Services entered into on February 24, 2021; and
- Development Agreement No. 02-2016 entered into on February 24, 2021 by and between the City of Irwindale and Arakelian Enterprises, Inc, dba Athens Services.

The Reimbursement Agreement entered into on October 22, 2008 and each subsequent Amendments 1-10 specify an additional five (5) years to the waste hauling contract.

The First Amendment to the Franchise & Facility Operations Agreement is required in order to acknowledge and clarify the thirty (30) year contract plus the additional five 5 years, which accounts for a thirty-five (35) year contract.

The City Attorney has reviewed and approved the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services between the City of Irwindale and Arakelian Enterprises, Inc., dba Athens Services and the First Amendment to the Franchise & Facility Operations Agreement by and between the City of Irwindale and Arakelian Enterprises, Inc, dba Athens Services.

Environmental Review

Section 15061(b)(3) of Title 14 of the Code of California Regulations provides a general exemption from CEQA where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The proposed amendments only serve to establish financial and service-focused contractual arrangements between the City and Athens to implement state law requirements and do not approve a physical project or program that would create any environmental impacts. Accordingly, staff recommends that the City Council find the approval of the amendments exempt from CEQA because the amendments do not have the potential for causing a significant effect on the environment.

Fiscal Impact:

The cost of these services is placed on the customers not the City of Irwindale. The residential base services (3 carts only) will be at no cost to the residents or the City of Irwindale for the next 10 years.

The City collects a 15% franchise fee and 4.89% AB 939 fee. There will be an increase to the General Fund due to an increase in franchise and AB 939 fees paid to the City.

The Bus Shelter/Stop services are estimated to cost \$72,593.23 for Fiscal Year 2021/2022. Bus Shelter services will commence in January 2023; therefore, the rates will be prorated to an estimated \$36,296.62. Measure W funding will be allocated to pay for these services for the remainder of the year and sufficient funding is available in the Measure W funding. For Fiscal Year 2023/2024, staff will allocate funds from Prop A and Measure W to pay for these services.

Attachment(s):

1. Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services
2. First Amendment to the Franchise & Facility Operations Agreement

FOURTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES

This Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services ("Amendment No. 4") is effective as of January 1, 2023, by and between ARAKELIAN ENTERPRISES, INC., A CALIFORNIA CORPORATION D/B/A ATHENS SERVICES ("Franchisee" or "Athens") and THE CITY OF IRWINDALE, a municipal corporation of the State of California ("City"). The City and Franchisee are occasionally herein referred to each as a "Party" and collectively as the "Parties."

RECITALS

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

B. On February 24, 2021, the City and Athens entered into a Franchise and Facility Operations Agreement ("Facilities Operations Agreement") establishing the terms by which (i) the City will grant a franchise to Athens for the exclusive operation of a Materials Recovery Facility and Transfer Station ("MRF/TS") within City limits, and (ii) Athens will operate the MRF/TS and its appurtenant uses in a professional manner; and

C. On October 22, 2008, the City and Athens entered into that certain Project Reimbursement Agreement for purposes of establishing the rights and responsibilities of each Party with respect to the processing of Athens' application to develop and operate the MRF/TS, which has since been amended on April 13, 2011; June 22, 2011; December 12, 2012; September 23, 2015; March 16, 2016; March 22, 2017; May 23, 2018; December 11, 2019; December 9, 2020; and December 8, 2021, respectively (collectively, the "PRA"); and

D. The initial terms for both the Agreement and Facilities Operations Agreement is thirty (30) years; however, an additional five (5) years is to be added to the term of the Agreement and Facilities Operations Agreement pursuant to the terms of the PRA; and

E. The Parties now seek to amend the Agreement to restate the term of the agreements such that the Agreement and Facilities Operations Agreement are coextensive for a period of thirty-five (35) years, which shall run from the commencement of operations of the MRF/TS, as determined based on the issuance of any final certificate of occupancy issued for "Phase I" of the MRF/TS; and

F. Additionally, the Legislature of the State of California, by enactment of California Public Resources Code § 40000 et seq., has declared that it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions; and

G. The Legislature of the State of California has enacted certain new laws pertaining or relating to solid waste handling with which the City must comply, including AB 341, AB 901, AB 1594, AB 1826, and SB 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste; and

H. The changes in law necessitate certain modified or additional services to be reflected in the Agreement in order to further the City's efforts to comply with applicable law; and

I. As a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, yard waste, and organic waste to Franchisee is anticipated to increase; and

J. The City and Franchisee have agreed to implement certain operational changes pertaining to the provision of services in the City in accordance with this Amendment No. 4.

TERMS

1. **Amendment Definitions.** Unless specified otherwise, all capitalized terms in this Amendment hereby refer to those defined terms specified in Chapter 8.22 of the Irwindale Municipal Code (Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection) and 14 California Code of Regulations § 18982. If any term defined in this Amendment No. 4 has been previously defined in the Agreement, the definition in this Amendment No. 4 shall control. Unless specified otherwise, in the event of a conflict between a definition in this Amendment and a definition in 14 California Code of Regulations § 18982, the definition in § 18982 shall control.

2. **Contract Changes.** The Agreement is amended as provided herein.

a. **Section 1.2.8 of the Agreement is hereby amended and shall now read as follows:**

1.2.8 Cart. "Cart" means any molded container provided by Franchisee of a size not to exceed 96 gallons with two or more wheels for easy carting by an individual.

b. **Section 1.2.55 of the Agreement is hereby amended and shall now read as follows:**

1.2.55 Organic Waste. "Organic Waste" means solid wastes containing material originating from living organisms and their metabolic waste products, including but not limited to food, green material, landscape, and pruning waste; organic textiles and carpets; lumber, wood, paper products, printing and writing paper; manure, biosolids, digestate, and sludges; or as otherwise defined in 14 CCR § 18982(a)(46). Biosolids and digestate are as defined by 14 CCR § 18982(a). The term "Green Waste" shall mean "Organic Waste" when referenced in the Agreement except with respect to Section 1.2.44 (Recyclables) and Section 3.2.3 (Gardner/Landscaper Green Waste).

c. Section 4.1 of the Agreement is hereby amended and shall now read as follows:

4.1 Term and Franchise Term.

4.1.1 Initial Term. "Initial Term" shall mean the period commencing on April 13, 2011, and ending upon the commencement of the Base Term or Modified Base Term, whichever is applicable.

4.1.2 Base Term. "Base Term" shall mean a thirty-five (35)-year period that this Agreement will remain in effect prior to any Rolling Extension defined in this Section 4.1. The Base Term is comprised of the thirty (30)-year period originally provided in this Agreement plus the five (5)-year period added to the term of the Agreement pursuant to the terms of that certain Project Reimbursement Agreement between the Parties, as amended. The Base Term shall commence on the date a final certificate of occupancy is issued for Phase I of the MRF/TS.

4.1.3 Modified Base Term. In the event either Party provides written notice to the other Party that it elects not to proceed with the MRF/TS, then the Base Term of this Agreement shall be sixteen (16) years, which shall run from the date on which either Party receives notice of the other Party's election not to proceed with the MRF/TS (the "Modified Base Term").

4.1.4 Rolling Extensions. As specified herein, the term shall be subject to certain automatic rolling extensions ("Rolling Extensions"): (i) at the conclusion of the Base Term, if applicable, this Agreement shall be subject to automatic ten (10)-year rolling extensions; or (ii) at the conclusion of the Modified Base Term, if applicable, this Agreement shall be subject to automatic one (1)-year rolling extensions.

4.1.5 Termination of Rolling Extensions. Any Rolling Extension is subject to the termination provisions specified in Article X of this Agreement. Further, either Party may terminate any Rolling Extension, with or without cause, by providing written notice at least sixty (60) days prior to the start of any automatic Rolling Extension that such upcoming Rolling Extension will be the last and final Rolling Extension, and this Agreement will terminate at the end of such Rolling Extension period.

4.1.6 Illustrative Examples.

(a) *Illustrative Example of Term No.*
1. If, for purposes of this illustrative example only, a party provides

written notice to the other party that it elects not to proceed with the MRF/TS on January 1, 2023, the Base Term ends December 31, 2038. Thereafter, on January 1, 2039, the first automatic one-year rolling extension period would start. If the City sent notice of termination halfway through the first rolling extension period on July 1, 2039, the next (second) one-year rolling extension period would be the final extension because the City terminated the rolling term at least sixty (60) days to prior to the start of the next (second) automatic rolling extension such that the upcoming rolling extension would be the final extension and the Agreement would terminate at the end of the period of such extension. Accordingly, the first rolling extension would conclude on December 31, 2039, and in light of the City's notice of termination, the second automatic and final rolling extension would commence on January 1, 2040, and the Agreement would terminate at the end of the second rolling extension on December 31, 2040.

(b) *Illustrative Example of Term No. 2.* If, for purposes of this illustrative example only, commencement of operations occurred on January 1, 2023, as demonstrated by a certificate of occupancy issued for "Phase 1" of the MRF/TS project, the Base Term ends December 31, 2057. Thereafter, on January 1, 2058, the first automatic ten-year rolling extension period would start. If the City sent notice of termination halfway through the first rolling extension period on January 1, 2063, the next (second) ten-year rolling extension period would be the final extension because the City terminated the rolling term at least sixty (60) days to prior to the start of the next (second) automatic rolling extension such that the upcoming rolling extension would be the final extension and the Agreement would terminate at the end of the period of such extension. Accordingly, the first rolling extension would conclude on December 31, 2067, and in light of the City's notice of termination, the second automatic and final rolling extension would commence on January 1, 2068, and the Agreement would terminate at the end of the second rolling extension on December 31, 2077.

d. Section 4.4, entitled "Development of MRF/TS" shall be added to the Agreement and read as follows:

4.4 Development of MRF/TS. The City is obligated to proceed in good faith toward the development of the MRF/TS, subject only to the City's express reservation of its right to exercise its discretion under applicable law pertaining to entitlements and other governmental acts, which the City may not waive or assign.

e. **Section 5.5.2(b) of the Agreement is hereby amended and shall now read as follows:**

(b) *Single Family Carts & Collections.* Each Single Family Residential Unit receives three Carts comprising one (1) 96-gallon black cart for Solid Waste, one (1) 96-gallon blue cart for source-separated Recyclable Materials, and one (1) 96-gallon green cart for source-separated Organic Waste, collected once per week ("Base Service"). Source-separated Organic Waste shall be diverted to an Organic Waste Processing Facility selected by Franchisee. Unless otherwise directed by City, or necessary for safety reasons, Franchisee shall make all Single Family Residential Unit collections from the curb along the street in front of each Single Family Residential Unit, except where paved alleys exist in the rear of such Premises in which case collections shall be made by Franchisee from alleys (provided, however, that this requirement cannot apply to a blind alley). In any event, Franchisee shall not be under any obligation to enter private courts or places, or other private property, to make collections from Single Family Premises. Residents may elect to place Carts at an alternate collection location if approved by Franchisee, provided that the placement and retrieval of carts comply with the requirements of Chapter 8.20 of the Irwindale Municipal Code. Rates for extra carts and services requested by residential customers or deemed necessary by Franchisee are set forth in Exhibit A and payable by the residential customer. Single Family Residential Unit customers shall receive Base Service, as defined in this subsection 5.5.2(b), without charge until June 30, 2032.

f. **Section 5.5.4, entitled "Roll-Out Services for Disabled Customers," shall be added to the Agreement and read as follows:**

5.5.4 Roll-Out Service for Disabled Customers. Franchisee shall provide Cart roll-out service for disabled customers at Single-Family Residential Units at no charge. To qualify for such service, residential customers must present to Franchisee a written letter from a physician indicating that the residential customer is physically unable to roll out Carts, and upon Franchisee's further request, a copy of a handicap placard issued to the residential customer from the Department of Motor Vehicles. Roll-out service will be effective immediately after a customer demonstrates proof of the foregoing.

g. **Section 5.8 of the Agreement is hereby amended and shall now read as follows:**

5.8 Collection of Single-Family Bulky Waste.

Franchisee shall provide free Bulky Waste collection to Residential Premises at the curbside or alleyway two (2) times per year, on dates scheduled by the City, which Collection shall be scheduled on regularly scheduled service days for Residential Waste Collection. Bulky Waste shall not be of a volume exceeding the capacity of a front loader bucket. Further, upon notice from Franchisee that it has commenced operations at the MRF/TS, Franchisee shall permit Generators at Residential Units in the City to drop off and dispose of Bulky Waste at the MRF/TS free of charge. For the purposes of this Section 5.8, Bulky Waste shall also include electronic waste, as defined in Public Resources Code Section 42463 (defining electronic waste under the California Electronic Waste Recycling Act of 2003).

h. Section 5.15 of the Agreement is hereby amended and shall now read as follows:

5.15 Compost Giveaway. Franchisee shall host a “Compost Giveaway” on an annual basis at a date, location, and time agreed upon by the City and Franchisee. At the Compost Giveaway, Franchisee shall offer a total of ten (10) tons of Compost at no charge to customers residing in the City.

i. Section 6.5.6 of the Agreement is hereby amended and shall now read as follows:

6.5.6 Contamination Protocols.

6.5.6.1 Route Reviews. Beginning January 1, 2023, Franchisee shall, at its sole expense, on a quarterly basis, conduct hauler route reviews for Prohibited Container Contaminants consistent with 14 CCR § 18984.5(b) in a manner deemed safe by Franchisee. Containers may be randomly selected along hauler routes. Franchisee shall develop a hauler route review methodology in compliance with 14 CCR § 18984.5(b) and submit it to City not more than annually upon the request of City.

6.5.6.2 Facilities Waste Characterizations. No more than twice per quarter, Franchisee shall conduct waste characterizations at facilities owned or operated by Franchisee, pursuant to 14 CCR § 17409.5.1.

6.5.6.3 Prohibited Container Contaminants. In order to reduce the presence of Prohibited Container Contaminants, Franchisee shall implement the protocols for all customers within the City, as specified herein.

(a) First and Second Contamination Events. Upon the first and second discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Franchisee will collect the contaminated waste if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a "Contamination Violation Notice" to any container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Franchisee must notify the customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) For the third and subsequent occurrences of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container; and (ii) for the fifth and subsequent occurrences of Prohibited Container Contaminants, the customer may be charged a contamination fee for each contaminated container, and Franchisee may increase the size of the customer's waste container or require an additional container(s). Franchisee must also contact the customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the customer has the appropriate level of service for proper collection of waste.

(b) Third and Fourth Contamination Events. Upon each of the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Franchisee will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Franchisee may also elect to charge a contamination fee for each occurrence. For any assessed contamination fee, Franchisee must provide digital/visual documentation of Franchisee's discovery of Prohibited Container Contaminants.

(c) Five or More Contamination Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Franchisee will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and charge a contamination fee for each occurrence. For any assessed contamination fee, Franchisee must provide digital/visual documentation of Franchisee's discovery of Prohibited Container Contaminants. Upon five (5) business days' notice to City and customer, Franchisee may (i) increase container size, require additional containers for Prohibited Container Contaminants, or increase collection frequency; or (ii) impose contamination fees for a period of six (6) months or until the customer has demonstrated no Prohibited Container Contaminants

for a period of three (3) consecutive months. City will consult with Franchisee and consider and pursue, as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending customers.

(d) Disputes. If a customer disputes, in writing, an assessment of a contamination fee within thirty (30) days of the assessment, Franchisee will temporarily halt any such assessment, and Franchisee may request a ruling by the City Manager to resolve the dispute. A request by Franchisee to the City Manager to rule on any such dispute must be filed within ten (10) business days of a customer's written dispute, and Franchisee must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision on resolving the dispute between customer and Franchisee will be final.

(e) Legal Action. Upon any noticed occurrence of Prohibited Container Contaminants, the City may consult with Franchisee, and the City may consider and, in its discretion, pursue, as applicable, appropriate legal remedies against offending customer(s) if necessary to enforce discontinuance of Prohibited Container Contaminants. Franchisee shall not be liable for any costs or attorney fees associated with any legal action taken by the City in accordance with this subsection.

(f) Contamination Reporting. Franchisee shall maintain a log recording each event identifying Prohibited Container Contaminants, including the Generator's address, type of container, and photographic evidence of contamination. On a monthly basis, Franchisee shall report to City a list of Generators that were assessed contamination fees; photographic evidence of each contamination event(s) where a fee(s) was assessed; a summary of any verification processes to ensure accurate fee assessment; date of notification, form(s) of notification given to Generator; a list of efforts made in educating the Generator that was assessed a fee; a list of Generator complaints in response to fee assessment(s); Franchisee's response and actions taken in response to Customer complaints; and the dollar amount of contamination assessed during the reporting period.

j. Section 6.6 of the Agreement is hereby deleted.

k. Section 6.7, entitled "Additional Organic Waste Program Components," is hereby added to the Agreement and shall read as follows:

6.7 Additional Organic Waste Program Components.

6.7.1 SB 1383 Noncompliance Complaints.

For complaints received by Franchisee alleging that a Generator is in violation of SB 1383 requirements, Franchisee shall document the complaint and provide this information in a brief report to the City for each SB 1383 noncompliance complaint within seven (7) days of receipt of such complaint. Franchisee shall provide a monthly summary report collecting SB 1383 noncompliance complaints. Upon City request, Franchisee shall conduct follow-up inspections and/or outreach to the violating entity, and shall document such efforts in any City-requested monthly report.

6.7.2 Additional SB 1383 Reporting.

Franchisee shall provide City monthly reports, in a format acceptable to the City, which will include (a) the number of routes separated by customer sector and material type; (b) the results of any route reviews conducted in accordance with Section 6.5.6.1; (c) mass public education and outreach performed in the reporting month and copies of materials; (d) targeted public education and outreach performed, including recipient name and address and date of mailing; (e) contamination notices as specified in Section 6.5.6.3(f); and (f) SB 1383 non-compliant complaints as specified in Section 6.7.1.

6.7.3 Acceptable Organic Waste.

Notwithstanding any provision in the Agreement to the contrary, no later than January 1, 2023, and each January 1 thereafter upon City request, Franchisee shall provide the City a list of source-separated Organic Waste that is to be accepted for collection in containers designated for source-separated Organic Waste. Acceptable source-separated Organic Waste shall be advertised to Generators.

6.7.4 Container Labeling.

Beginning January 1, 2023, Franchisee shall imprint or place a label on the body or lid of each new container that has been provided to a Generator that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

6.7.5 Container Colors. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows: (i) Solid Waste container bodies and/or lids shall be black or gray; (ii) Recyclable Materials container bodies and/or lids shall be blue; and, (iii) Organic Waste container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified above. In accordance with 14 CCR § 18984.7, Franchisee is not required to replace functional containers, including containers purchased prior to January 1, 2023, that do not comply with the color requirements of hereunder prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

6.7.6 Education and Outreach. Franchisee and City have a shared responsibility to cooperatively provide education and outreach activities, and to create and disseminate educational materials that comply with 14 CCR § 18985.1 to customers. In accordance with the foregoing, Franchisee will provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated by Franchisee. Franchisee shall maintain records of its education and outreach activities and make such information accessible to City at any time via Franchisee-provided data dashboard.

6.7.7 Service Review. Notwithstanding any provision in this Agreement to the contrary, Franchisee reserves the right to inspect, audit, and review the service level (size, quantity of container(s), and weekly frequency of pickup) for all customers for the purposes of compliance with SB 1383 and related laws or regulations. Franchisee may reduce or increase the service level based on the inspection and audit. In the event of any dispute between a Generator and Franchisee regarding a reduction or increase in the service levels, the matter shall be resolved by the City Manager, whose decision shall be final.

6.7.8 Collection Routes. Franchisee may collect source-separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to the City source-separated Organic Waste tonnage among the cities by volume.

6.7.9 Provision of Recovered Organic Waste Products. Franchisee shall procure and provide to City sufficient quantities of Compost, Mulch, and/or California-derived Renewable Natural Gas (“CRNG”) to meet the City’s required annual per capita procurement of products produced in accordance

with 14 CCR § 18993.1. Franchisee may meet this obligation by one or more of the following activities, as determined by Franchisee: (i) the use of CRNG in Collection vehicles, provided such CRNG complies with 14 CCR § 18993.1; or (ii) sufficient tons of Compost or Mulch for distribution on a date and time mutually agreed upon by the Parties. Should City request Franchisee provide greater quantities of Compost, Mulch, other or additional biofuels, or different forms of electricity needed for City to satisfy its procurement requirements under the applicable law, City and Franchisee shall meet and confer to discuss an amendment to the Agreement prior to such procurement. Franchisee shall comply with the recordkeeping and verification requirements of 14 CCR § 18993.2, provided that City shall notify Franchisee as soon as practicable of any third-party request under the California Public Records Act Request (excluding any request by CalRecycle) to review or copy such material, at which time Franchisee shall have an opportunity to ensure such information is protected from disclosure, through redactions, or if City determines that such information should be disclosed, City shall provide three (3) business days' notice to Franchisee, in which event Franchisee may seek a court order enjoining that release.

6.7.10 Organics Processing Facility Capacity Guarantee. Franchisee guarantees that it will provide disposal capacity at a facility that processes source-separated Organic Waste from Generators served by Franchisee to recover Organic Waste. Any such facility must comply with 14 CCR § 18982(a)(14.5).

6.7.11 Program Changes. In the event of any changes to applicable law that impact the duties and obligations of the City or Franchisee relating to Organic Waste collection, processing, disposal, or transportation, Franchisee and City shall meet and confer in good faith to negotiate and implement any necessary programmatic compliance. Nothing in this Agreement shall be construed as obligating Franchisee to provide additional or modified services prior to City and Franchisee having first agreed in writing to any such change.

I. Section 6.8, entitled "Food Recovery Assistance," is hereby added to the Agreement and shall read as follows:

6.8 Food Recovery Assistance.

6.8.1 Identification of Commercial Edible Food Generators. No later than January 1, 2023, and annually every January 1 thereafter, Franchisee shall assist City in identifying

customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such customers, which shall include the following information: customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

6.8.2 Identification of Edible Food Recovery Organizations. To support City's efforts to promote Edible Food Recovery programs, Franchisee shall maintain a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Franchisee's website, which is specific to City, and shall provide a link to information about City's Edible Food Recovery programs on Franchisee's website.

6.8.3 Maintain and Promote Listings. Franchisee shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators regarding City's Edible Food Recovery programs.

6.8.4 Education and Outreach. Commencing January 1, 2023, and annually every January 1 thereafter, Franchisee shall provide Commercial Edible Food Generators with the following information: (i) information about the Franchisee's and/or City's Edible Food Recovery program; (ii) information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10; (iii) information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and (iv) information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste. Franchisee may provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to customers.

m. Section 13.20, entitled "Bus Shelter/Stop Maintenance," shall be added to the Agreement and shall read as follows:

13.20 Bus Shelter/Stop Maintenance. Franchisee shall provide bus shelter maintenance to City's bus stops at locations identified by City, not to exceed forty-four (44) locations specified in Exhibit G up to the weekly and annualized costs specified in Exhibit G-1. For each location, bus shelter maintenance includes emptying waste receptacles, litter pickup, and graffiti removal on a weekly basis; and monthly pressure washing of all interior and exterior visible metal and concrete surfaces, and glass and Plexiglas

surfaces. The site area to be maintained includes areas within five (5) feet of the outer edges of any bus stop shelter and only that property that is part of the public right-of-way. Special service requests for bus shelter maintenance services shall be charged at \$150.00 per hour, adjusted annually by the percentage increase in CPI for the prior twelve (12)-month period (April of the prior year to March of the current year), plus the cost of materials, as specified in Exhibit G-1. Franchisee shall submit to City a monthly invoice for bus shelter maintenance services rendered on behalf of City. City shall, within forty-five (45) days of receiving such invoice, pay all charges thereon. Prevailing wages are not required to be paid hereunder unless otherwise required by law, in which case (i) City will elect to perform the work hereunder; or (ii) City will contract with a different contractor to provide this service; or (iii) if Franchisee performs work hereunder, Franchisee shall be entitled to a Special Rate Adjustment, provided the adjustment amount is confirmed by the City's City Manager and such adjustment is made in accordance with Section 8.8 (as applicable) and Exhibit D.

n. Section 8.1 of the Agreement shall be amended and shall now read as follows:

8.1 Maximum Rate Schedule. Exhibit A, which is incorporated herein by this reference ("Maximum Rate Schedule"), sets forth the maximum service rates that may be charged by Franchisee to its customers in the City, and such rates include the obligation of Franchisee to transport and process all Solid Waste, Recyclables, and Organic Waste collected by Franchisee. The maximum service rates set forth in Exhibit A shall be subject to the rate adjustment procedures set forth in Section 8.8 (as applicable) and Exhibit D. The Maximum Rate Schedule shall be effective January 1, 2023.

o. Section 8.2 of the Agreement shall be amended and shall now read as follows:

8.2 Payment of Residential Rates. Residential Customers at Single Family Residential Units shall not pay a fee directly to the Franchisee for Base Service; provided, no later than January 1, 2032, upon written notice to Franchisee, City will determine whether fees for such service will be paid directly to Franchisee by City or by customers, which in the latter case, City and Franchisee will amend the Agreement in accordance with City's determination. The total amount due with respect to Base Service to be provided to residential customers (the Maximum Rate for Residential Service times the number of residential customers times twelve (12) months) shall be deducted from the Host Fee due from

the Franchisee or its affiliate with respect to the MRF/TS. Franchisee shall submit an itemized residential list with parcel numbers along with the financial information based on the calculation set forth above, which shall also include the amount of the Host Fee for that year. This information shall be provided to the City no later than thirty (30) days from December 31 of that year. Notwithstanding the foregoing, maximum service rates for Single Family Residential Units shall be adjusted annually, provided such adjustments are made in accordance with Section 8.8 (as applicable) and Exhibit D. However, such customers shall receive Base Service, as specified in Section 5.5.2(b) of this Agreement, without charge until December 31, 2032.

p. Section 8.7 of the Agreement shall be amended and shall now read as follows:

8.7 Applicability of Proposition 218. The Parties agree that the rates to be charged by Franchisee are set by Franchisee as a private contractor in the marketplace. City's role with respect to rate-setting for customers served by Franchisee is to establish rate ceilings for the protection of City's residents and businesses, given the exclusive status afforded to Franchisee by this Agreement and given the nature of the services it is to provide. Accordingly, the parties agree that this Agreement shall be construed to maintain the status of the rates Franchisee chooses to charge to customers within the City as privately established rates and not as property-related fees within the scope of Article XIII D of the California Constitution or taxes within the scope of Articles XIII A and XIII C of the California Constitution. City is contracting directly with Franchisee for services to its Single Family Residential Units, and such services are provided at no cost by the City for its residents. The amount that City pays Franchisee for providing such services is not a property-related fee or any fee at all with respect to the City's residents.

q. Section 8.8 of the Agreement shall be amended and shall now read as follows:

8.8 City Right to Hold Proposition 218 Hearing.

8.8.1 Hearing Procedures; Annual Rate Adjustment Formula. At the City's election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings and other procedures with respect to the approval or adjustment of the Maximum Rate Schedule in accordance with Proposition 218. If determined by City as required

under Proposition 218, any adjustment to the Maximum Service Rates set forth in Exhibit A, if to be paid by customers, will take effect after a Proposition 218 hearing, protest process, or otherwise in compliance with Proposition 218. If required by Proposition 218, the Annual Rate Adjustment formula, as specified in Exhibit D, the formula shall continue on a year-to-year basis for a period not to exceed five (5) years after the date such formula was adopted in accordance with Proposition 218. Prior to the end of the foregoing five (5)-year period, and each five (5) years thereafter, the City Council shall agendize a vote to consider the adoption of an extension to the Annual Rate Adjustment formula in accordance with Government Code Section 53756 and Article XIII D, Section 6(a) of the California Constitution, as applicable.

8.8.2 Rate Invalidation Procedures.

8.8.2.1 In the event that City is unable, by operation of applicable law or a valid majority protest pursuant to Proposition 218, to continue the Annual Rate Adjustment formula or to approve or implement any other rate increase due to Franchisee under this Agreement, in whole or in part, City must provide thirty (30) days written notice to Franchisee identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed from approving or implementing an adjustment of rates in whole or in part ("Invalidation Notice").

8.8.2.2 Upon Franchisee's receipt of an Invalidation Notice, Franchisee will present an accounting of the amounts otherwise due to Franchisee attributable to the invalidated rate(s), including any amounts that would be offset by franchisee fees as specified in Section 8.8.2.3, and City and Franchisee shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Franchisee for the total amount due to Franchisee that would have been recovered through the Annual Rate Adjustment formula or other rate adjustment but for denial or prohibition of the same; and/or City paying to keep identified services and programs that may be removed or reduced.

8.8.2.3 If City and Franchisee do not reach an agreement within ninety (90) days of the Franchisee's receipt of the Invalidation Notice, or as extended by mutual agreement of the Parties (email communication acceptable), Franchisee will immediately offset the total cost of the invalidated rate(s) from the amounts otherwise due to City for franchise fees; or if franchise fees do not cover such total cost, City will elect within

thirty (30) days to allow Franchisee to offset remaining amounts that are not offset from franchise fees from other fees owed to City or to pay the remaining amounts directly to Franchisee from City funds ("Invalidation Offset"). If Franchisee offsets the amounts due, then Franchisee shall provide monthly reports to the City Manager that provide the total costs being offset and the related services. Such monies may be refunded to City upon mutual written agreement between the Parties. Franchisee may terminate the Agreement without cause or penalty, provided that Franchisee provides at least one-hundred eighty (180) days' prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Franchisee's rights hereunder are in addition to any other rights of Franchisee upon the invalidation of rates that would otherwise be due to Franchisee.

8.8.2.4 No more than once annually, City may perform a financial review of Franchisee's records relating to the Invalidation Offset in accordance with Generally Accepted Auditing Standards, provided Franchisee approves a protocol to be developed by City to protect the confidentiality of such Franchisee records and Franchisee approval shall not be unreasonably delayed or denied. The cost of an audit hereunder shall be borne solely by Franchisee up to an amount of Twenty-Five Thousand Dollars (\$25,000), with such audit to be performed by a qualified firm without any conflict of interest and subject to Franchisee approval, which shall not be unreasonably delayed or denied.

r. **Exhibit A, "Maximum Rate Schedule," of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit A to this Amendment.**

s. **Exhibit D, "Rate Adjustments," of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit D to this Amendment.**

t. **Exhibits G and G-1 shall be added to the Agreement.**

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 4, all provisions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment Nos. 1 through 4, inclusive, to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Franchisee 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. Franchisee represents and warrants to City that, as of the date of this Amendment No.

4, to the knowledge of Franchisee, City is not in default of any material term of the Agreement and that there have been no known 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 Franchisee that, as of the date of this Amendment No. 4, to the knowledge of City, Franchisee is not in default of any material term of the Agreement and that there have been no known events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **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. 4.

6. **Authority.** The persons executing this Amendment No. 4 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. 4 on behalf of said Party; (iii) by so executing this Amendment No. 4, such Party is formally bound to the provisions of this Amendment No. 4; and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said Party is bound.

7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

ARAKELIAN ENTERPRISES, INC.:

By: _____
Name:
Title:

By: _____
Name:
Title:
Address:

Two corporate officer signatures required when the party 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. **THE PARTY'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 THE BUSINESS ENTITY.**

ATTACHMENT 1

MAXIMUM RATE SCHEDULE EFFECTIVE JANUARY 1, 2023

(AGREEMENT EXHIBIT "A")

Residential Barrels		Disposal	Service	Net	AB939	FF	Gross
3 96 Gallon Barrels **		12.19	18.37	30.56	1.82	5.71	38.09
(Trash, Recycle & Organic)							
1 Extra 96 Gallon Barrel		6.12	9.22	15.34	0.91	2.87	19.12
Commercial Barrels		Disposal	Service	Net	AB939	FF	Gross
Each 96 Gallon Barrel		39.64	18.27	57.91	3.45	10.83	72.19
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
1	1	36.54	134.89	171.43	10.21	32.05	213.69
1	2	73.14	203.28	276.42	16.47	51.68	344.57
1	3	109.69	266.21	375.90	22.40	70.28	468.58
1	4	146.25	321.38	467.63	27.86	87.44	582.93
1	5	182.82	408.30	591.13	35.22	110.53	736.88
1	6	219.36	509.19	728.55	43.42	136.23	908.20
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
1.5	1	38.13	140.74	178.87	10.65	33.44	222.96
1.5	2	76.32	212.10	288.42	17.18	53.93	359.53
1.5	3	114.44	277.76	392.20	23.38	73.35	488.93
1.5	4	152.60	335.33	487.93	29.07	91.25	608.25
1.5	5	190.76	426.02	616.78	36.76	115.33	768.87
1.5	6	228.88	531.29	760.17	45.29	142.13	947.59
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
2	1	50.86	164.44	215.30	12.83	40.27	268.40
2	2	101.73	242.00	343.73	20.48	64.28	428.49
2	3	152.60	316.84	469.44	27.97	87.78	585.19
2	4	203.48	401.17	604.65	36.03	113.08	753.76
2	5	254.33	466.45	720.78	42.95	134.77	898.50
2	6	305.21	577.60	882.81	52.60	165.08	1,100.49
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
3	1	76.32	168.94	245.26	14.62	45.86	305.74
3	2	152.60	258.43	411.03	24.49	76.85	512.37
3	3	228.88	328.69	557.57	33.23	104.25	695.05
3	4	305.21	410.40	715.61	42.64	133.80	892.05
3	5	381.50	494.97	876.47	52.22	163.88	1,092.57
3	6	457.81	597.07	1,054.88	62.86	197.24	1,314.98
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
4	1	101.74	206.28	308.02	18.35	57.61	383.98
4	2	203.48	296.82	500.30	29.81	93.55	623.66
4	3	305.21	379.99	685.20	40.83	128.14	854.17
4	4	406.94	458.47	865.41	51.57	161.82	1,078.80
4	5	508.68	552.84	1,061.52	63.25	198.49	1,323.26
4	6	610.43	668.52	1,278.95	76.22	239.15	1,594.32
Bin	Frequency	Disposal	Service	Net	AB939	FF	Gross
6	1	152.60	246.66	399.26	23.79	74.66	497.71
6	2	305.22	347.48	652.70	38.88	122.05	813.63
6	3	457.81	429.76	887.57	52.89	165.97	1,106.43
6	4	610.43	545.83	1,156.27	68.89	216.20	1,441.36
6	5	763.02	647.61	1,410.63	84.05	263.76	1,758.44
6	6	873.15	778.78	1,651.93	98.42	308.88	2,059.23
Roll-off			Service	Net	AB939	FF	Gross
Standard Roll-off Plus Dump			303.96	303.96	18.11	56.83	378.90
Compactor Roll-off Plus Dump			337.56	337.56	20.11	63.13	420.80
Plus Dump at MRF			124.92	124.92	7.44	23.37	155.73
Wash Out			310.54	310.54	18.50	58.07	387.11

* Recycle bin rate is equal to the service component of corresponding rubbish rate above.

30 Yard or Less Roll-Off or Compactor Organics	Service	Adj	New Service	Net	AB939	FF	Gross
Haul	319.61	11.41	331.02	331.02	19.73	61.89	412.64
Disposal /Ton	133.46	4.76	138.22	138.22	8.24	25.85	172.31

Primary Organic Barrels (35 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	80.02	2.86	82.88	82.88	4.94	15.49	103.31
2X	138.59	4.95	143.54	143.54	8.55	26.85	178.94
3X	197.18	7.04	204.22	204.22	12.17	38.19	254.58
4X	255.75	9.13	264.88	264.88	15.78	49.53	330.19
5X	314.33	11.22	325.55	325.55	19.41	60.88	405.84
6X	372.92	13.31	386.23	386.23	23.01	72.22	481.46

Additional Organic Barrels (35 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	68.02	2.43	70.45	70.45	4.20	13.17	87.82
2X	117.79	4.21	122.00	122.00	7.27	22.82	152.09
3X	167.59	5.98	173.57	173.57	10.34	32.46	216.37
4X	217.39	7.76	225.15	225.15	13.42	42.10	280.67
5X	267.18	9.54	276.72	276.72	16.48	51.73	344.93
6X	316.96	11.32	328.30	328.30	19.56	61.38	409.24

Primary Organic Barrels (64 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	106.69	3.81	110.50	110.50	6.59	20.66	137.75
2X	184.79	6.60	191.39	191.39	11.40	35.78	238.57
3X	262.90	9.39	272.29	272.29	16.23	50.92	339.44
4X	341.00	12.17	353.17	353.17	21.05	66.04	440.26
5X	419.12	14.96	434.08	434.08	25.86	81.17	541.11
6X	497.22	17.75	514.97	514.97	30.68	96.29	641.94

Additional Organic Barrels (64 Gallon Barrel)	Service	Adj	New Service	Net	AB939	FF	Gross
1X	90.69	3.24	93.93	93.93	5.58	17.57	117.08
2X	157.07	5.61	162.68	162.68	9.69	30.42	202.79
3X	223.46	7.98	231.44	231.44	13.79	43.28	288.51
4X	289.85	10.35	300.20	300.20	17.90	56.12	374.22
5X	356.25	12.72	368.97	368.97	21.99	68.99	459.95
6X	422.63	15.09	437.72	437.72	26.09	81.85	545.66

1.5 Cubic Yard - First Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	225.69	8.06	233.75	233.75	13.92	43.71	291.38
2X	439.30	15.68	454.98	454.98	27.11	85.07	567.16
3X	652.92	23.31	676.23	676.23	40.30	126.45	842.98
4X	866.53	30.94	897.47	897.47	53.48	167.81	1,118.76
5X	1,080.15	38.56	1,118.71	1,118.71	66.67	209.18	1,394.56
6X	1,293.76	46.19	1,339.95	1,339.95	79.84	250.55	1,670.34
	1,293.76	46.19	1,339.95				

1.5 Cubic Yard - Each Additional Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	185.14	6.61	191.75	191.75	11.43	35.86	239.04
2X	358.23	12.79	371.02	371.02	22.11	69.38	462.51
3X	531.29	18.97	550.26	550.26	32.79	102.90	685.95
4X	704.38	25.15	729.53	729.53	43.47	136.41	909.41
5X	877.46	31.33	908.79	908.79	54.15	169.93	1,132.87
6X	1,050.54	37.50	1,088.04	1,088.04	64.83	203.44	1,356.31

2 Cubic Yard - First Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	278.43	9.94	288.37	288.37	17.18	53.92	359.47
2X	543.74	19.41	563.15	563.15	33.56	105.30	702.01
3X	809.05	28.88	837.93	837.93	49.93	156.69	1,044.55
4X	1,074.34	38.35	1,112.69	1,112.69	66.31	208.06	1,387.06
5X	1,339.65	47.83	1,387.48	1,387.48	82.68	259.44	1,729.60
6X	1,604.95	57.30	1,662.25	1,662.25	99.04	310.82	2,072.11

2 Cubic Yard - Each Additional Bin	Service	Adj	New Service	Net	AB939	FF	Gross
1X	237.91	8.49	246.40	246.40	14.69	46.08	307.17
2X	462.68	16.52	479.20	479.20	28.55	89.60	597.35
3X	687.43	24.54	711.97	711.97	42.42	133.13	887.52
4X	912.20	32.57	944.77	944.77	56.31	176.66	1,177.74
5X	1,136.96	40.59	1,177.55	1,177.55	70.17	220.19	1,467.91
6X	1,361.72	48.61	1,410.33	1,410.33	84.03	263.71	1,758.07

Optional Services & Other Charges	Service	SB1383 Adj	New Svc	Net	AB939	FF	Gross
All Accounts							
Declined Payment (Any Reason)	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Stop Service	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Resume Service	33.36	1.19	34.55	34.55	2.05	6.45	43.05
All Accounts: Organic Container Contamination:							
First Offense			50.00	50.00	2.44	7.50	59.94
Second Offense			100.00	100.00	4.87	15.00	119.87
Third Offense			250.00	250.00	12.18	37.50	299.68
Residential Cart Services							
Extra Bulky Item Pick-Up - First Item	27.94	1.00	28.94	28.94	1.72	6.41	36.07
Extra Bulky Item Pick-Up - Each Additional Item	16.76	0.60	17.36	17.36	1.04	3.25	21.65
Temporary Bin Services							
Temporary Bin Charge	186.82	6.67	193.49	193.49	11.53	36.19	241.21
Temporary Bin with Scout Service	246.88	8.81	255.69	255.69	15.24	47.82	318.75
Temporary Bin Lock Lid Installation - Per Lock	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Temporary Bin Extra Dump	180.15	6.43	186.58	186.58	11.11	34.89	232.58
Commercial Bin Services							
Permanent Bin Scout (Per Bin x Frequency)	7.26	0.26	7.52	7.52	0.45	1.41	9.38
Permanent Bin Lock Lid Installation - Per Lock	33.36	1.19	34.55	34.55	2.05	6.45	43.05
Permanent Bin Lock Lid Service - Per Lock x Frequency	16.02	0.57	16.59	16.59	0.98	3.11	20.68
Permanent Bin Clean-Out/Wash-Out	60.04	2.14	62.18	62.18	3.71	11.62	77.51
Permanent Bin Organic Waste Contamination Fee	281.37	10.04	291.41	291.41	17.36	54.49	363.26
Permanent Bin Extra Dump	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Excess Waste	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Excess Weight	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Dead-Run or Go-Back	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Delivery	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Exchange	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Removal	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Permanent Bin Bin Exchange with Metal Lids	240.22	8.58	248.80	248.80	14.83	46.52	310.15
Permanent Bin Bin Fabrication Charge	306.92	10.96	317.88	317.88	18.93	59.44	396.25
Permanent Bin Waste Audit Fee			150.00	150.00	7.31	22.50	179.81
Industrial Roll-Off Services							
Roll-Off Dead-Run, or Go-Back	100.07	3.57	103.64	103.64	6.19	19.37	129.20
Roll-Off Relocation	133.46	4.76	138.22	138.22	8.24	25.85	172.31
Roll-Off Demurrage (Per Day - If No Dumps In 30 Days)	20.01	0.71	20.72	20.72	1.24	3.87	25.83
Roll-Off Roll-Top Rental	66.74	2.38	69.12	69.12	4.12	12.92	86.16
Storage Box Delivery, Relocation, Removal	133.46	4.76	138.22	138.22	8.24	25.85	172.31

**Expiring June 30, 2032, each Single Family unit will receive three Carts comprising of one 96-gallon black cart for Solid Waste, one 96-gallon blue cart for source-separated Recyclable Materials, and one 96-gallon green cart for source-separated Organic Waste, collected once per week without charge. This excludes all other carts, services, and other fees provided to such customers or chargeable hereunder, which will be billed directly to customers effective immediately.

ATTACHMENT 2
RATE ADJUSTMENT
(AGREEMENT EXHIBIT "D")

Maximum Service Rates

A. Annual Rate Adjustment

1. The Maximum Service Rates are set forth in Exhibit A. Subject to Section 8.8 of the Agreement, commencing July 1, 2023, and annually thereafter on July 1, the rates provided in Exhibit will be adjusted by the Annual Rate Adjustment, subject to Section 8.8 of the Agreement and this Exhibit D. For the purposes of this Exhibit, "Annual Rate Adjustment" means the annual adjustment of Maximum Service Rates set forth in Exhibit A by the percentage increase in CPI for the prior twelve (12)-month period (April 1 through March 31) plus one percent (1%) (i.e., CPI +1).

2. In any year where CPI exceeds six percent (6%), Exhibit A shall be adjusted by six percent (6%) pursuant to the Administrative Rate Adjustment process specified in Section C of this Exhibit herein, and that portion of CPI that exceeds six percent (6%) shall be agendized for a vote by the City Council as soon as practicable for approval or disapproval of a further adjustment of Exhibit A.

3. The City Council has the discretion to approve or disapprove that portion of CPI that exceeds six percent (6%), in whole or in part. If such adjustment is approved in whole or in part, Exhibit A will be further increased by the portion approved. If such adjustment is disapproved in full or in part by the City Council ("Disapproval"), the following procedures shall apply to the disapproved portion of CPI that exceeds six percent (6%):

a. Franchisee will present an accounting of the amounts otherwise due to Franchisee attributable to the disapproved portion of the Annual Rate Adjustment, including any amounts that would be offset by franchise fees as specified in Section A(3)(c) of this Exhibit.

b. City and Franchisee shall immediately meet and confer and agree to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Franchisee for the total amount due to Franchisee that would have been recovered through the Annual Rate Adjustment formula but for the disapproved portion of the same; and/or City paying to keep identified services and programs that may be removed or reduced.

c. If City and Franchisee do not reach an agreement within ninety (90) days of Disapproval, or as extended by mutual agreement of the Parties (email communication acceptable), Franchisee will immediately offset the total cost of the invalidated rate(s) from the amounts otherwise due to City for franchise fees, or if franchise fees do not cover such total cost, City will elect within thirty (30) days to allow Franchisee to offset any remaining amounts that are not offset from franchise fees from other fees owed to City or to pay the remaining amounts directly to Franchisee from City funds ("Disapproval Offset").

d. If Franchisee offsets the amounts due, then Franchisee shall provide monthly reports to the City Manager that provide the total costs being offset and the related services. If City elects to pay with City funds, the Franchise shall provide a detailed invoice to the City for the balance of the fees owed. Such monies may be refunded to City upon mutual written agreement between the Parties. Franchisee may terminate the Agreement without cause or penalty, provided that Franchisee, as applicable, provides at least one-hundred eighty (180) days' prior written notice of termination to City and, during such period, cooperates with City to transition services to City or its designee. Franchisee's rights hereunder are in addition to any other rights of Franchisee upon the invalidation of rates that would otherwise be due to Franchisee.

4. No more than once annually, City may perform a financial review of Franchisee's records relating to the Disapproval Offset in accordance with Generally Accepted Auditing Standards, provided Franchisee approves a protocol to be developed by City to protect the confidentiality of such Franchisee records and Franchisee approval shall not be unreasonably delayed or denied. The cost of an audit hereunder shall be borne solely by Franchisee up to an amount of Twenty-Five Thousand Dollars (\$25,000), with such audit to be performed by a qualified firm without any conflict of interest and subject to Franchisee approval, which shall not be unreasonably delayed or denied.

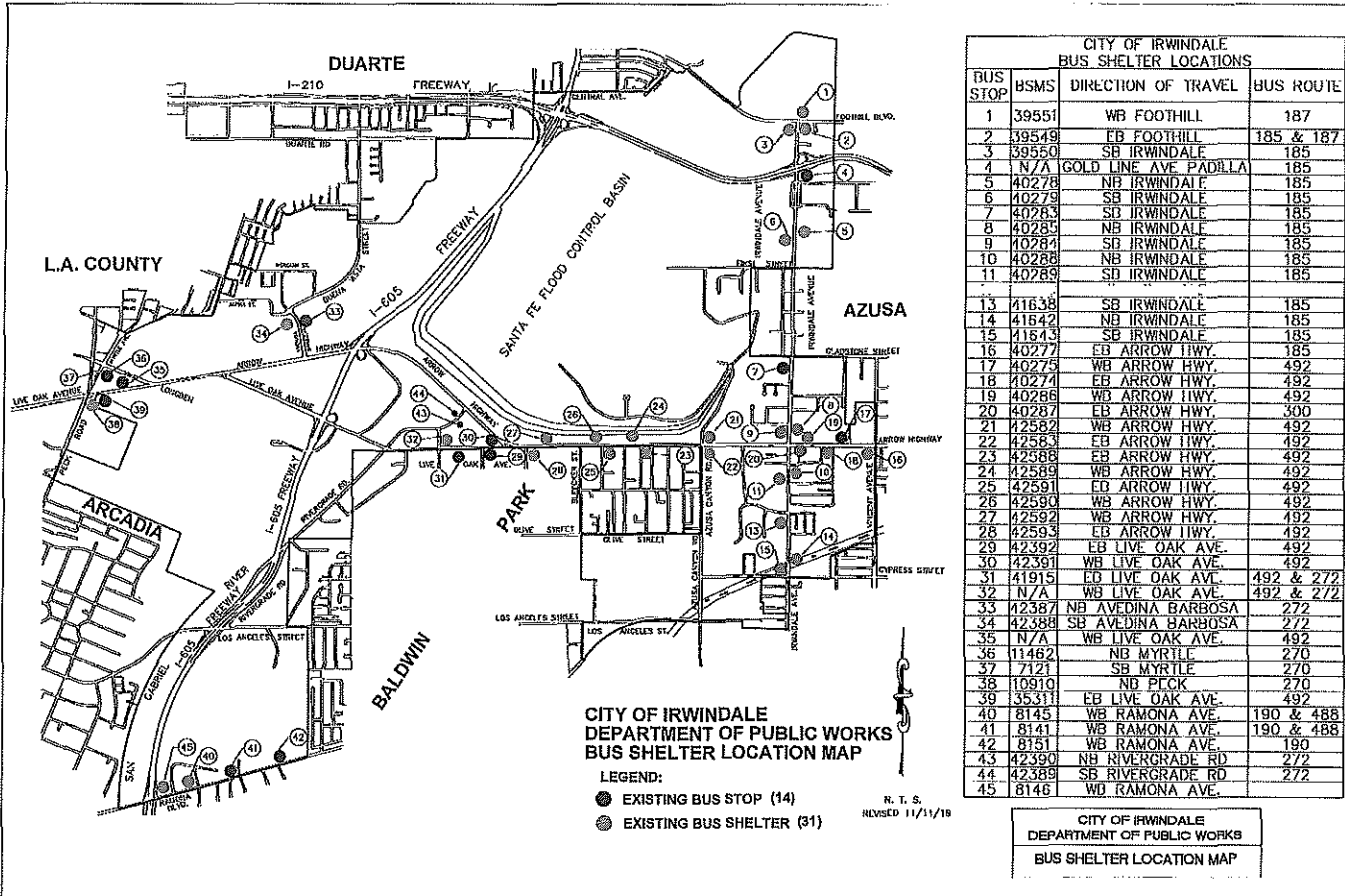
B. Special Rate Adjustment

Should any extraordinary events beyond the control of Franchisee impose or generate extraordinary costs in the performance of the Agreement, Franchisee may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Franchisee. For each such request, Franchisee shall prepare a schedule documenting the extraordinary events resulting in extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Franchisee in preparing the estimate of extraordinary costs resulting from the extraordinary events. City shall review Franchisee's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request shall not be unreasonably withheld.

C. Administrative Rate Adjustments

Each rate adjustment shall be administrative, except for a Special Rate Adjustment, a rate adjustment under Section 6.1, or that portion of an Annual Rate Adjustment that exceeds six percent (6%). Franchisee shall provide the City Manager with calculations setting forth the proposed adjusted rate at least sixty (60) days prior to the proposed rate adjustment. The rate adjustment shall go into effect thereafter unless (i) the City elects to proceed with a Proposition 218 process in accordance with Section 8.8, or (ii) the City Manager objects on the basis that such adjustment is not consistent with any applicable Proposition 218 notice or incorrectly calculated (in which case the parties shall meet and confer and agree upon the proper application of the adjustment procedures set forth herein). Adjustments to the Maximum Rate that are allowed under this Agreement based on the Annual Rate Adjustment that do not exceed six percent (6%) are not discretionary but are a matter of right to Franchisee so long as Franchisee is not in default hereunder and the adjustments are approved in compliance with any Proposition 218 process applied under Section 8.8 at the City's election.

ATTACHMENT 3 **BUS SHELTERS** **(AGREEMENT EXHIBIT "G")**



ATTACHMENT 4

BUS SHELTER PRICING BREAKDOWN

(AGREEMENT EXHIBIT "G-1")

Scope of Services and Fee Schedule for Bus Shelter/Stop Maintenance

Service Type	Description	Item Cost	Cost
Porter Service – (Weekly)	Weekly porter services for up to forty-four (44) bus shelters/stops. Includes emptying of waste receptacles, litter pickup, and graffiti removal.	\$929.19 (Weekly Cost)	\$ 48,318.05 (Annual Cost)
Pressure Washing –	Monthly pressure washing of all interior and exterior visible metal and concrete surfaces, and glass and plexiglass surfaces. Maintained area includes areas within five (5) feet of outer edges of any bus stop/shelter and that property which is part of the public right-of-way.	\$2,022.93 (Monthly Cost)	\$ 24,275.18 (Annual Cost)
Special Service Requests (SSR) –	Any and all additional bus shelter maintenance requests above and beyond the scope outlined above.	\$150 Per Hour (As Requested)	N/A

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 _____, 2022, 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

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

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

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022, 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.

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- ☐ **CAPACITY CLAIMED BY SIGNER**
INDIVIDUAL
☐ CORPORATE OFFICER

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

FIRST AMENDMENT TO FRANCHISE & FACILITY OPERATIONS AGREEMENT

This First Amendment to the Franchise & Facility Operations Agreement (“Amendment No. 1”) is effective as of January 1, 2023 (“Amendment Effective Date”), by and between the CITY OF IRWINDALE, a municipal corporation (“City”) and ARAKELIAN ENTERPRISES, INC., d/b/a ATHENS SERVICES a California corporation (“Athens”). City and Athens are herein collectively referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. On April 13, 2011, the City and Athens entered into an Exclusive Franchise Agreement for Waste Hauling Services for the provision of solid waste hauling services by Athens to the City, its residents and businesses on an exclusive basis, which has since been amended on December 12, 2012, January 22, 2014, and January 1, 2020 (collectively, the “Collections Franchise”); and

B. On February 24, 2021, the City and Athens entered into this Franchise and Facility Operations Agreement (“Agreement”) establishing the terms by which (i) the City will grant a franchise to Athens for the exclusive operation of a Materials Recovery Facility and Transfer Station (“MRF/TS”) within City limits, and (ii) Athens will operate the MRF/TS and its appurtenant uses in a professional manner; and

C. On October 22, 2008, the City and Athens entered into that certain Project Reimbursement Agreement for purposes of establishing the rights and responsibilities of each party with respect to the processing of Athens’ application to develop and operate the MRF/TS, which has since been amended on April 13, 2011, June 22, 2011, December 12, 2012, September 23, 2015, March 16, 2016, March 22, 2017, May 23, 2018, December 11, 2019, December 9, 2020, and December 8, 2021, respectively (collectively, the “PRA”); and

D. The initial terms for both the Collections Franchise and the Agreement is thirty (30) years; however, an additional five (5) years is to be added to the term of the Agreement and Facilities Operations Agreement pursuant to the terms of the PRA; and

E. The Parties now seek to amend the Agreement to restate the term of the agreements such that the Collections Franchise and the Amendment are coextensive for a period of thirty-five (35) years, which shall run from the commencement of operations of the MRF/TS, as determined based on the issuance of any final certificate of occupancy issued for “Phase I” of the MRF/TS; and

AMENDMENT

1. **Contract Changes.** The Agreement is amended as provided herein.

a. **Section 1.36 of the Agreement is hereby amended and shall now read as follows:**

1.36 **Base Term.** “Base Term” shall have the same as set forth in Section 2.1.1.

b. Section 1.54 of the Agreement is hereby amended and shall now read as follows:

1.54 Rolling Extensions. "Rolling Extensions" shall have the meaning set forth in Section 2.1.2.

c. Section 2.1 of the Agreement is hereby amended and shall now read as follows:

2.1 Term.

2.1.1 Base Term. "Base Term" shall mean a thirty-five (35) year period that this Agreement will remain in effect, commencing on the date any final certificate of occupancy is issued for "Phase I" of the MRF/TS. The Base Term is comprised of the thirty (30) year period originally provided in this Agreement plus the five (5) year period added to the term of the Agreement pursuant to the terms of that certain Project Reimbursement Agreement between the Parties, as amended.

2.1.2 Rolling Extensions. At the conclusion of the Base Term, this Agreement shall be subject to automatic ten (10) year rolling extensions ("Rolling Extensions").

2.1.3 Termination of Rolling Extensions. Any Rolling Extension is subject to the to the termination provisions specified in Article 12.0 of this Agreement. Further, either Party may terminate any Rolling Extension, with or without cause, by providing written notice at least sixty (60) days prior to the start of any automatic Rolling Extension that such upcoming Rolling Extension will be the last and final Rolling Extension and this Agreement will terminate at the end of such Rolling Extension period.

2.1.4 Illustrative Example. If, for purposes of this illustrative example only, commencement of operations occurred on January 1, 2023, as demonstrated by a certificate of occupancy issued for "Phase 1" of the MRF/TS project, the Base Term ends December 31, 2057. Thereafter, on January 1, 2058, the first automatic ten-year rolling extension period would start. If the City sent notice of termination halfway through the first rolling extension period on January 1, 2063, the next (second) ten-year rolling extension period would be the final extension because the City terminated the rolling term at least sixty (60) days to prior to the start of the next (second) automatic rolling extension such that the upcoming rolling extension would be the final extension and the Agreement would terminate at the end of the period of such

extension. Accordingly, the first rolling extension would conclude on December 31, 2067, and in light of the City's notice of termination, the second automatic and final rolling extension would commence on January 1, 2068, and the Agreement would terminate at the end of the second rolling extension on December 31, 2077.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement, as previously amended, 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 Franchisee 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. Franchisee represents and warrants to City that, as of the date of this Amendment No. 1, to the knowledge of Franchisee, City is not in default of any material term of the Agreement and that there have been no known 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 Franchisee that, as of the date of this Amendment No. 1, to the knowledge of City, Franchisee is not in default of any material term of the Agreement and that there have been no known events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date last set forth below.

CITY OF IRWINDALE

ARAKELIAN ENTERPRISES, INC.,
a California corporation

Larry G. Burrola
Mayor

Ron Arakelian III
Executive Officer

Date

Date

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Date

APPROVED AS TO FORM

Adrian R. Guerra
City Attorney

Date

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: November 17, 2022
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Special Election for Water Quality Authority Alternate Board Member
 Representing Cities with Prescriptive Pumping Rights

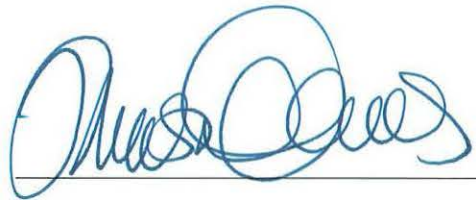
City Manager's Recommendation:

Discuss and provide direction to staff.

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
 (626) 430-2294



Reviewed by:

Adrian R. Guerra, City Attorney

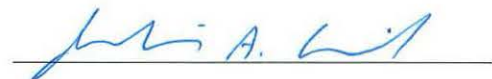
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA consist of a 7-member board consisting of one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin.

The board member's term and alternate representing cities with pumping rights will expire January 1, 2026. The position of board member is held by Mayor Robert Gonzalez from

the City of Azusa. The position of alternate board member is currently vacant. An election for this seat will take place on December 21, 2022 at 12:00 p.m. at the WQA office.

The eligible cities, including the City of Irwindale, may cast its vote for one nominee by resolution of the city Council. The resolution of the city council casting its votes must be delivered to the authority by December 20, 2022 at 12:00 P.M. via certified mail, FedEx, UPS. There are several individuals interested in serving as the alternative board member for cities with prescriptive water pumping rights. The candidates include: Victoria Martinez Muela, City of El Monte; Hector Delgado, City of Covina; Catherine Marcucci, City of Industry; Cathy Warner, City of Whittier; and Jeffrey K. Maloney, City of Alhambra.

The City Council of the City of Irwindale may consider the following options:

1. Direct staff to prepare a resolution to cast its votes in support of one of the candidates listed above. If this option is selected, then a resolution will be prepared for the City Council's consideration at the December 14, 2022 meeting, or
2. Take no action regarding this matter.

Fiscal Impact:

None

Attachment:

1. San Gabriel Basin Water Quality Authority letter dated October 24, 2022



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

October 24, 2022

City Manager
CITY OF IRWINDALE
5050 N. Irwindale
Irwindale, CA 91706

RE: SPECIAL ELECTION FOR WQA ALTERNATE BOARD MEMBER REPRESENTING CITIES WITH PRESCRIPTIVE PUMPING RIGHTS

Dear City Manager:

The nomination period for the special election of the WQA Alternate Board Member representing cities with prescriptive pumping rights was closed on Thursday, October 20, 2022 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, a list of cities with pumping rights and the number of votes to which each is entitled. Each city has one vote per 10,000 residents or majority thereof, as determined by the 2020 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Your city may cast its votes for one candidate by resolution of the city council. Please be aware that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

Your city's resolution must be received at the address below by Tuesday, December 20, 2022 at 12:00 p.m. or it will not be counted. The resolution must also be sent via certified mail, UPS, FedEx with a SIGNATURE REQUIRED or hand delivered. Any resolutions sent to the WQA without a signature required will not be accepted. If you wish to hand deliver your vote please call our office ahead of time to schedule an appointment. Votes will be officially counted during the WQA's regular meeting on Wednesday, December 21, 2022 at 12:00 P.M.

If you should have any questions, please contact me at (626) 338-5555 or Stephanie@wqa.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie Moreno', is written over a light blue circular background.

Stephanie Moreno
San Gabriel Basin WQA
1720 W. Cameron Ave., Suite 100
West Covina, CA 91790

Enclosures



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

BALLOT

ELECTION OF ALTERNATE CITY MEMBER FROM CITIES WITH PUMPING RIGHTS TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

CITY: IRWINDALE

NUMBER OF VOTES TO BE CAST: 1

TO THE CITY COUNCIL:

The following nominees have been duly nominated by qualified cities for the office of city alternate member of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities with pumping rights.

The election of the alternate city member will take place at the regularly scheduled meeting of the Board of the Authority set for December 21, 2022, at 12:00 P.M., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one nominee by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above. All of your city's votes must be cast for only one candidate.

The resolution of the city council casting its votes must be delivered to the Authority by December 20, 2022 at 12:00 P.M. via certified mail, FedEx, UPS with signature required or hand delivered, or the votes **will not** be counted.

This Ballot shall be accompanied by the resolution of the city council casting its votes for the alternate city member from cities with pumping rights.

List of Nominees:

Victoria Martinez Muela, City of El Monte
Hector Delgado, City of Covina
Catherine Marcucci, City of Industry
Cathy Warner, City of Whittier
Jeffrey K. Maloney, City of Alhambra

Please contact Stephanie Moreno at Stephanie@wqa.com if you would like an electronic version of this resolution

(SAMPLE RESOLUTION)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING ITS VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

WHEREAS, the City of _____ must cast its vote(s) for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

WHEREAS, the City of _____ must cast its vote(s) by resolution of the city council;

WHEREAS, the resolution of the City of _____ casting its vote(s) must be received by the San Gabriel Basin Water Quality Authority no later than December 20, 2022 at 12:00 p.m. with a signature required.

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

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the alternate member for cities in the San Gabriel Basin with prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____, 2022.



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

October 24, 2022

SPECIAL ELECTION FOR WQA ALTERNATE MEMBER REPRESENTING CITIES WITH PRESCRIPTIVE PUMPING RIGHTS

LIST OF NOMINATIONS

(In the order in which they were received)

Name

Nominated by

Victoria Martinez Muela
City of El Monte

El Monte

Hector Delgado
City of Covina

Covina

Catherine Marcucci
City of Industry

Industry

Cathy Warner
City of Whittier

Whittier

Jeffrey K. Maloney
City of Alhambra

Alhambra

Cities with Pumping Rights

2020 Census Data

City	2020 Population	# of Votes
Alhambra	82,868	8
Arcadia	56,681	6
Azusa	50,000	5
Covina	51,268	5
El Monte	109,450	11
Glendora	52,558	5
Industry	264	1
Irwindale	1,472	1
Monrovia	37,931	4
Monterey Park	61,096	6
South Pasadena	26,943	3
Whittier	87,306	9
Total votes		64

SB 1679, Article 5. Sec. 505 (a)

Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: November 17, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Calle De Paseo Red Curb Study

City Manager's Recommendation:

That the City Council receive the Calle de Paseo Red Curb study conducted by Iteris, and direct staff to implement the recommendations identified in the report.

Administrative Action:

Submitted by:

Arsanious Hanna
Director of Engineer/ Building Official



Prepared by:

Luis Pimentel
Assistant Engineer
(626) 430-2259



Reviewed by:

Adrian R. Guerra
City Attorney

Electronically Approved

Kambiz Borhani
Finance Director / City Treasurer



Approved by:

Julian A. Miranda
City Manager



Background and Analysis:

Due to safety and parking concerns along Calle de Paseo, the Public Works Engineering Department requested the City's traffic engineering consultant, Iteris, to perform a study of the red curbs and speed conditions on Calle de Paseo.

After site visits to Calle de Paseo, an assessment of the street, and based on the reports of safety concerns received, Iteris recommended the following safety measures:

1. Relocate the 50-foot red curb eastwards to the driveway of 16100 Calle de Paseo;
2. Remove or change plants located in 16106 and 16100 Calle de Paseo parcels that obstruct the line of sight from the driveway of 16106 Calle de Paseo;
3. Fully extend the red curb in front of 16038 Calle de Paseo eastwards to the driveway of 16044 Calle de Paseo. Also install a new red curb west of the driveway of 16038 Calle de Paseo for pedestrian safety;
4. Install a new red curb east of the crosswalk on the north side, and extend it to the existing green curb. Install a new red curb to the west of the crosswalk on the north side;
5. Adjust the two red curbs located east of the Irwindale Park drop-off zone entrance. Extend the red curb directly adjacent to the entrance by 36 feet. Remove the other red curb to the east.
6. Reduce the green curb in front of Dan Diaz Recreation Center by 40 feet. Maintain the other 46 feet directly to the west of the Irwindale Park drop-off zone exit.

These recommendations are based on the analysis performed by Iteris using the American Association of State Highway and Transportation Officials reference manual. This manual provides geometric design guidance for street safety.

As part of this study, a speed survey was conducted for Calle de Paseo. The speed survey concludes that the 85th percentile speed, which is the percent used to set speed limits, coincides with the current 25 miles per hour limit noted on Calle de Paseo. Based on this survey, the current speed of 25 miles per hour is considered appropriate for the street.

Fiscal Impact:

None

Attachments:

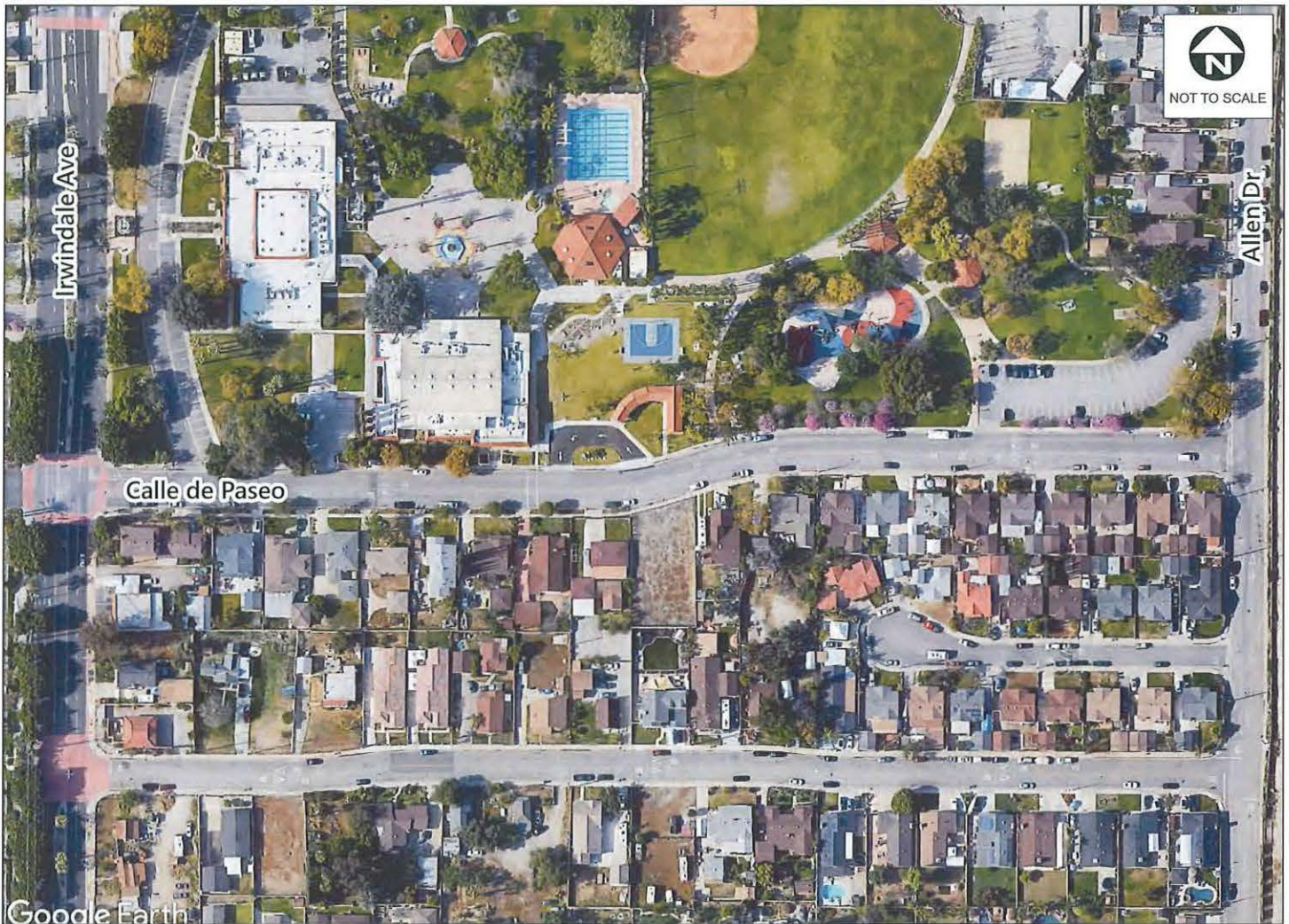
- Calle de Paseo Red Curb Study Memorandum from Iteris

MEMORANDUM**To:** Public Works Engineering
City of Irwindale**From:** Iteris, Inc.**Date:** November 15, 2022**RE:** Calle de Paseo Red Curb Study**Introduction**

This memorandum presents a summary of a red curb study conducted for Calle de Paseo between Irwindale Avenue and Allen Drive in the City of Irwindale. Several residents in this block of Calle De Paseo have expressed concerns with regards to the limited line of sight off of the residential driveways. The purpose of this study is to evaluate the existing red curbs in the study segment, and provide recommendations for either an extension or a reduction of the red curbs. The study also evaluates the existing green curbs and yellow curbs located in front of Dan Diaz Recreation Center and Irwindale Public Library to provide recommendations for a potential reduction or removal. This study focuses on the center segment of Calle de Paseo where it is often difficult to achieve adequate sight distances due to the horizontal curve. Additionally, the newly built Irwindale Park drop-off zone driveways are located at the center segment; thus, the focus on the center segment will help evaluate the adjacent red and green curbs which have existed prior to the completion of this drop-off zone. The study also seeks to improve pedestrian safety in the study segment, especially near the newly installed raised crosswalk.

Existing Conditions

Figure 1 presents an aerial image of the Calle de Paseo segment between Irwindale Avenue and Allen Drive located in the City of Irwindale. This 1,300-foot segment is a local two-lane undivided roadway with a posted speed limit of 25 mph. The study segment is approximately 44-feet wide (curb-to-curb) and is equipped with sidewalks on both sides of the roadway. There is a speed hump 400 feet east of Irwindale Avenue, which is also a raised crosswalk, and another speed hump 250 feet west of Allen Drive. North of the segment are the Recreation Center, Irwindale Park, Irwindale Public Library, Irwindale City Hall and Irwindale Police Department, and five (5) driveways leading into parking lots of these facilities. South of the segment are 20 residential units and one empty lot, with driveways leading into each unit. Street parking is permitted on either side of the study segment except where red, yellow, and green curbs are located. There is a horizontal curve near the center of the segment that may impact the line of sight for several residential units (i.e., 16050 Calle de Paseo, 16058 Calle de Paseo, 16100 Calle de Paseo, and 16106 Calle de Paseo), and Irwindale Park drop-off zone. **Figures 2 and 3** present the street view of the horizontal curve from the east side and west side, respectively.



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Calle de Paseo Red Curbs Study
City of Irwindale

Figure 1
Study Segment

Figure 2: Street View of the Horizontal Curve from the East Side (looking West)



Figure 3: Street View of the Horizontal Curve from the West Side (looking East)



Sight Distance Assessment

Adequate sight distances are often difficult to achieve in most cases for driveways on local roads due to many obstructions such as plants, standing structures, and vehicles parked on streets. Red curbs can be used effectively to provide and extend sight distances for drivers exiting from residential roadways, and it can be extended infinitely in an ideal condition. However, this may be controversial since it is difficult to quantify the costs and benefits of sight distances compared to those of on-street parking spaces. Additionally, drivers are usually able to operate out of local driveways despite their lines of sight obstructed due to low traffic volume and low posted speed limit on local roads. Thus, red curb treatment should be considered in segments where there are greater safety benefits to removing parking spaces. Within the study area, red curb treatment could be considered for the horizontal curve located in the center of the study segment. Horizontal curves result in a greater sight distance issue due to more obstructions along the line of sight for drivers both on a driveway and a roadway. Additionally, more red curb treatments could be considered when the driveway line of sight issue is associated with higher vehicle volumes or pedestrian safety at the raised crosswalk located in the west side of the study segment. For straight segments of the study area (with no horizontal curve), it may be more beneficial to not consider red curb treatments for more on-street parking spaces as they would not result in greater safety benefits.

Driveways are essentially low-volume intersections, and it is desirable to consider the same design elements for intersection sight distance and other design elements. **Figure 4** illustrates the existing red curbs on the study segment. The location of the four units directly impacted by the horizontal curve are also labeled in this figure. Of these four units, the residents at 16106 Calle de Paseo have already expressed concerns about line of sight issues for the eastbound traffic and 16050 Calle de Paseo for both eastbound and westbound traffic according to the City staff. This figure also highlights the location of driveways on either side of the road that would be impacted by the horizontal curve.

Section 9.5 of *A Policy on Geometric Design of Highways and Streets*¹ (referred to herein as the Green Book) discusses information to calculate the intersection sight distance for various cases including:

- Case A – Intersections with no control
- Case B – Intersections with stop control on the minor road
 - **Case B1 – Left turn from the minor road**
 - **Case B2 – Right turn from the minor road**
 - Case B3 – Crossing Maneuver from the minor road
- Case C – Intersections with yield control on the minor road
 - Case C1 – Crossing maneuver from the minor road
 - Case C2 – Left or right turn from the minor road
- Case D – Intersections with traffic signal control
- Case E – Intersections with all-way stop control
- Case F – Left turns from the major road.

Case B1 and Case B2, which consider left turn and right turn from the minor road, respectively, are the

¹ American Association of State Highway and Transportation officials (AASHTO), 2011. *A Policy on Geometric Design of Highways and Streets*, 6th Edition.

most suitable cases for this study as driveways would be considered a minor road. **Table 1** and **Table 2** present the design intersection sight distance for Case B1 and Case B2, respectively. Since the posted speed limit is 25 mph, the design sight distance for a left turn would be 280 feet, and 240 feet for a right turn. This sight distance assessment will also consider a potential speed reduction caused by the raised crosswalk. Raised crosswalks are known to decrease the approach speed by approximately 20%, which would reduce the speed to 20 mph across the raised crosswalk in the study area. Thus, sight distance for a left turn would be 225 feet for a left turn and 195 feet for a right turn. When a clear sight distance from the specified driveway is anticipated to cross the raised crosswalk, these reduced sight distances of 225 feet and 195 would be used.

This analysis will assess whether a line of sight from 16106 Calle de Paseo and 16050 Calle de Paseo is obstructed to obtain adequate sight distances. Additionally, this analysis will also assess the line of sight from Irwindale Park drop-off zone on the north side of the horizontal curve. The decision point of a departure sight triangle for a driver from each driveway in the subsequent figures are illustrated to be 28.5 feet to 32 feet from the centerline marking. It is calculated based on the method described in the Green Book, with a field measurement of 22-foot-wide lane each direction and an assumption of an 8-foot-wide on-street parking lane. A decision point in a sight triangle is calculated to be a sum of 14.5 to 18 feet from the edge of the major-road traveled way and $\frac{1}{2}$ lane width for vehicles approaching from the left and $1 \frac{1}{2}$ lane widths for vehicles approaching from the right.



Table 1: Design Intersection Sight Distance for Left Turn from Stop (Case B1)

Metric				U.S. Customary			
Design Speed (km/h)	Stopping Sight Distance (m)	Intersection Sight Distance for Passenger Cars		Design Speed (mph)	Stopping Sight Distance (ft)	Intersection Sight Distance for Passenger Cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	41.7	45	15	80	165.4	170
30	35	62.6	65	20	115	220.5	225
40	50	83.4	85	25	155	275.6	280
50	65	104.3	105	30	200	330.8	335
60	85	125.1	130	35	250	385.9	390
70	105	146.0	150	40	305	441.0	445
80	130	166.8	170	45	360	496.1	500
90	160	187.7	190	50	425	551.3	555
100	185	208.5	210	55	495	606.4	610
110	220	229.4	230	60	570	661.5	665
120	250	250.2	255	65	645	716.6	720
130	285	271.1	275	70	730	771.8	775
—	—	—	—	75	820	826.9	830
—	—	—	—	80	910	882.0	885

Note: Intersection sight distance shown is for a stopped passenger car to turn left onto a two-lane highway with no median and grades 3 percent or less. For other conditions, the time gap should be adjusted and the sight distance recalculated.

Table 2: Design Intersection Sight Distance for Right Turn from Stop (Case B2)

Metric				U.S. Customary			
Design Speed (km/h)	Stopping Sight Distance (m)	Intersection Sight Distance for Passenger Cars		Design Speed (mph)	Stopping Sight Distance (ft)	Intersection Sight Distance for Passenger Cars	
		Calculated (m)	Design (m)			Calculated (ft)	Design (ft)
20	20	36.1	40	15	80	143.3	145
30	35	54.2	55	20	115	191.1	195
40	50	72.3	75	25	155	238.9	240
50	65	90.4	95	30	200	286.7	290
60	85	108.4	110	35	250	334.4	335
70	105	126.5	130	40	305	382.2	385
80	130	144.6	145	45	360	430.0	430
90	160	162.6	165	50	425	477.8	480
100	185	180.7	185	55	495	525.5	530
110	220	198.8	200	60	570	573.3	575
120	250	216.8	220	65	645	621.1	625
130	285	234.9	235	70	730	668.9	670
—	—	—	—	75	820	716.6	720
—	—	—	—	80	910	764.4	765

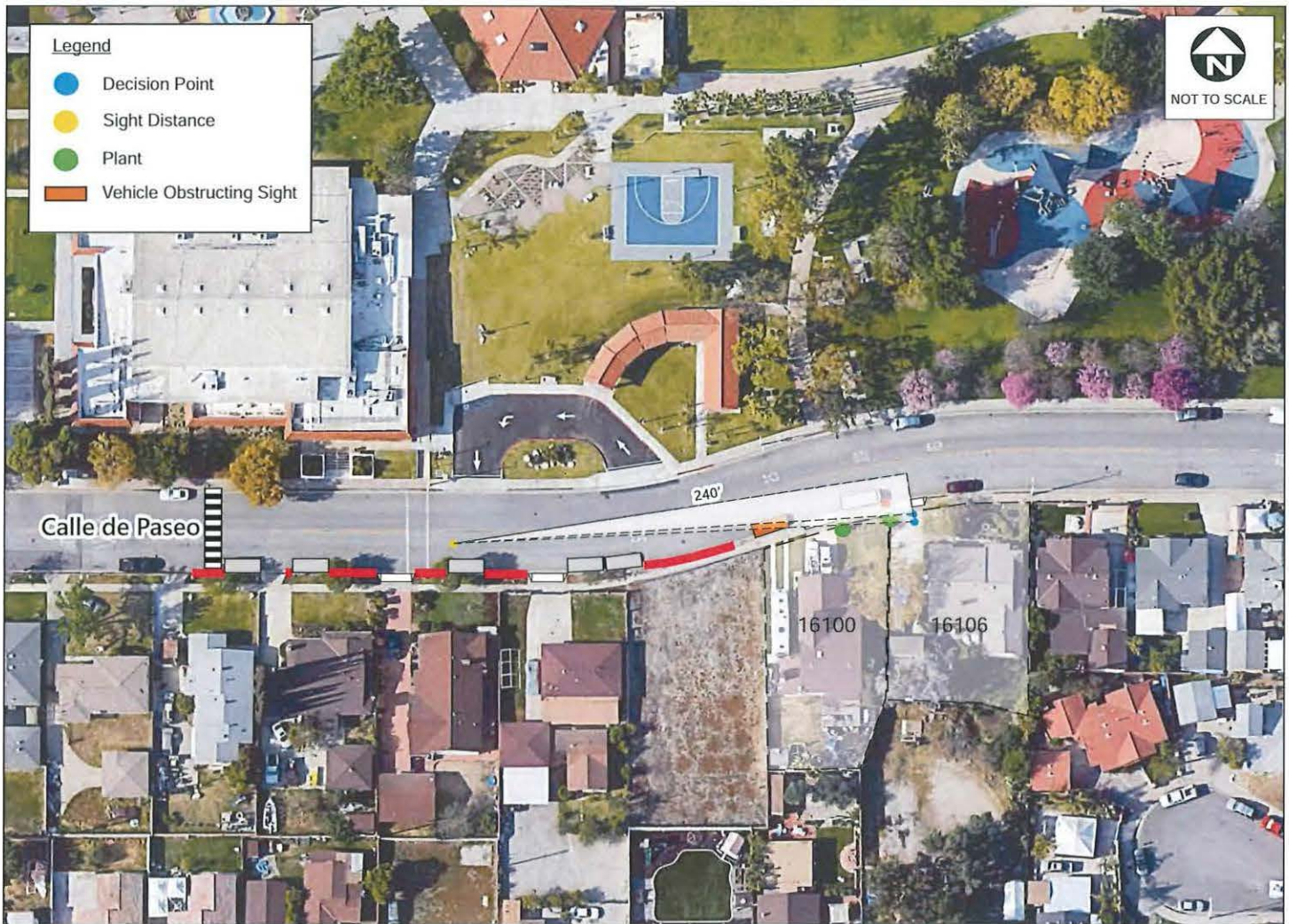
Note: Intersection sight distance shown is for a stopped passenger car to turn right onto or to cross a two-lane highway with no median and with grades of 3 percent or less. For other conditions, the time gap should be adjusted and the sight distance recalculated.

Case for 16106 Calle de Paseo – Eastbound Traffic

The resident of 16106 Calle de Paseo has previously expressed concerns about the sight distance issue for the eastbound traffic. **Figure 5** presents the west side view (of the eastbound traffic) from the driveway of 16106 Calle de Paseo. During the field visit, it was confirmed that the line of sight is obstructed by tall plants, a truck, and a recreational vehicle (RV). It must be noted that at the time of the visit, the RV was parked to block the driveway of 16100 Calle de Paseo, which is a unit located adjacent to 16106 Calle de Paseo, and may not reflect the normal conditions of the street with parked vehicles. **Figure 6** illustrates the aerial visualization of a sight triangle and a line of sight from the driveway. The sight triangle also confirms that the line of sight would be obstructed by plants in the parcels of both 16106 and 16100 Calle de Paseo, and parked vehicles along the horizontal curve east of the 50-foot red curb.

Figure 5: West Side View from the Driveway of 16106 Calle de Paseo





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Calle de Paseo Red Curbs Study
City of Irwindale

Figure 6
Aerial Illustration of the Line of Sight from 16106 Calle de Paseo Driveway

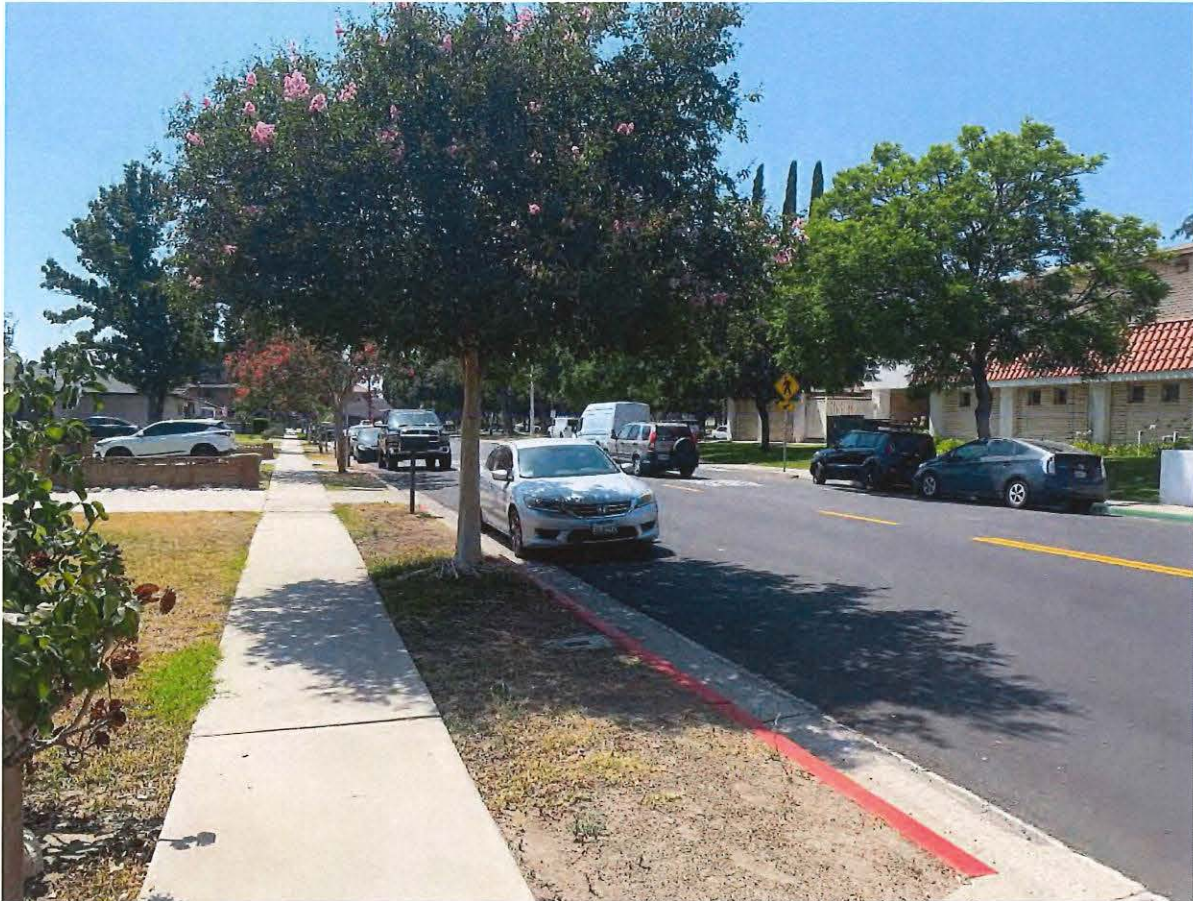
Case for 16050 Calle de Paseo – Eastbound and Westbound Traffic

The resident of 16050 Calle de Paseo has previously expressed concerns about the sight distance issue for both eastbound and westbound traffic. **Figure 7** and **Figure 8** present the east side view (of the westbound traffic) and west side view (of the eastbound traffic) from the driveway of 16050 Calle de Paseo. It must be noted that the black pickup truck in **Figure 8** is illegally parked on a red curb at the time of the field visit and may not reflect the normal day line of sight. It was observed that the line of sight may be obstructed for the east side view due to the parked vehicles, but the angle of horizontal curve of the segment east of this driveway helps view the approaching vehicles better. It was also observed that the west side view may be obstructed by the parked vehicles on the street. **Figure 9** illustrates the aerial visualization of a sight triangle and a line of sight from the driveway for both directions. The sight triangle also confirms that the line of sight may be obstructed by parked vehicles in either direction of the roadway. However, for the east side view, the existing 23-foot red curb east of 16050 Calle de Paseo helps a driver approaching the decision point have a clear view of the westbound approaching vehicles on Calle de Paseo. For the west side view, the line of sight would be obstructed by a vehicle parked in front of 16038 Calle de Paseo. However, vehicles approaching eastbound would need to decelerate due to the raised crosswalk located in front of 16038 Calle de Paseo, and the sight distance desired during the actual operation may be lower.

Figure 7: East Side View from the Driveway of 16050 Calle de Paseo



Figure 8: West Side View from the Driveway of 16050 Calle de Paseo





Case for the North Side Drop-Off Zone – Westbound Traffic

A drop-off zone for Irwindale Park is located on the north side of the study segment where the horizontal curve is located. This is a one-way loop where the entrance driveway is located on the east and the exit driveway is located on the west. **Figure 10** presents the east side view (of the westbound traffic) from the exit driveway of this drop-off zone. As shown, the line of sight may be obstructed by the vehicles parked between the two red curbs east of the entrance driveway. **Figure 11** illustrates the aerial visualization of a sight triangle and a line of sight from the exit driveway. The sight triangle also confirms that the line of sight would be obstructed by these vehicles, and drivers exiting the drop-off zone would have difficulties viewing the westbound traffic. For the west side view (of the eastbound traffic), there is an 86-foot green curb located west of the exit driveway, which would help provide an unobstructed line of sight (most of the time, since vehicles would only be parking in the zone temporarily).

Figure 10: West Side View from the Driveway of Irwindale Park Drop-Off Zone



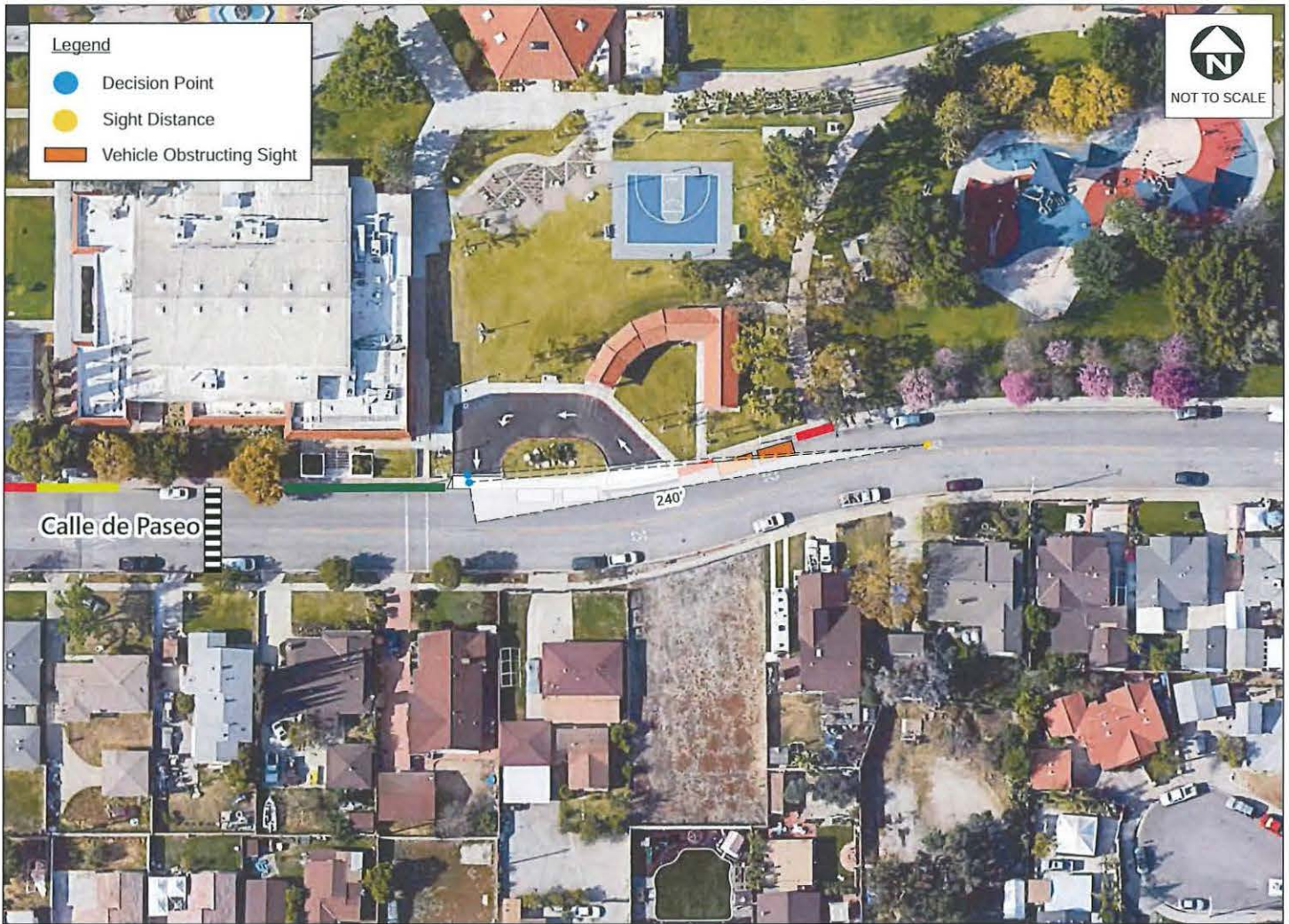


Figure 11
Aerial Illustration of the Line of Sight from Irwindale Park Drop-off Zone

Case for the Raised Crosswalk – Stopping Sight Distance

Figure 12 presents the raised crosswalk located in front of 16038 Calle de Paseo, which is approximately 400 feet east of Irwindale Avenue. Drivers approaching a crosswalk must have an adequate stopping sight distance to be alert and to react to the sudden appearance of pedestrians. Thus, it is important to provide an unobstructed line of sight on either side of a crosswalk for pedestrian safety. However, as shown in the figure, vehicles are permitted to park on either side of the crosswalk in the existing conditions, and neither pedestrian nor drivers would be able see each other as they approach the crosswalk.

Table 3 from **Section 3.2** of Green Book summarizes the design stopping sight distance on level roadways for a range of design speeds. The study segment is a level roadway with a posted speed limit of 25 mph, but raised crosswalks are known to decrease the approach speed by approximately 20% as discussed previously. Thus, stopping sight distance at 20 mph, which is 115 feet, would be used to evaluate the line of sight with regards to pedestrians using the raised crosswalk. **Figure 13** illustrates the aerial visualization of sight triangles and lines of sight for the raised crosswalk. As presented, lines of sight would be obstructed for either side of the crosswalk by parked vehicles.

Figure 12: Raised Crosswalk in the West Side of the Study Segment

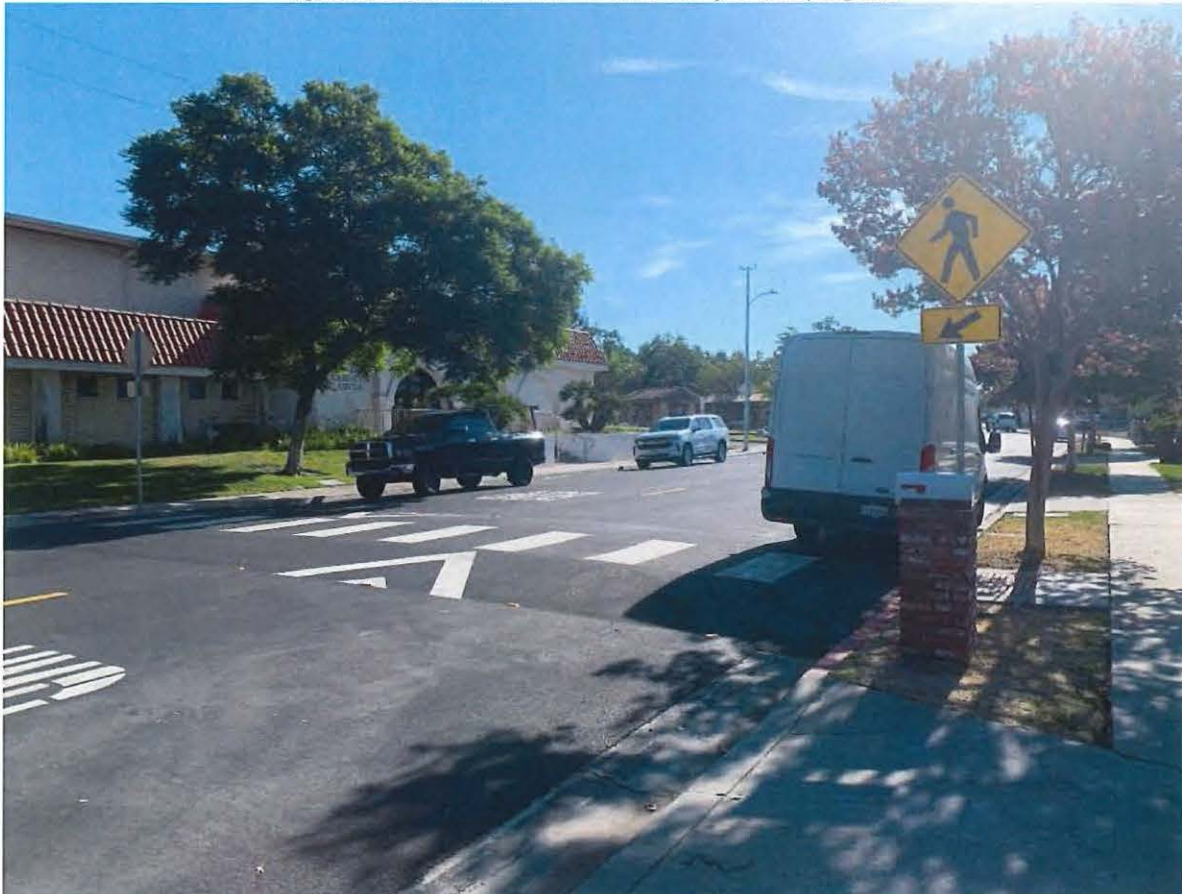
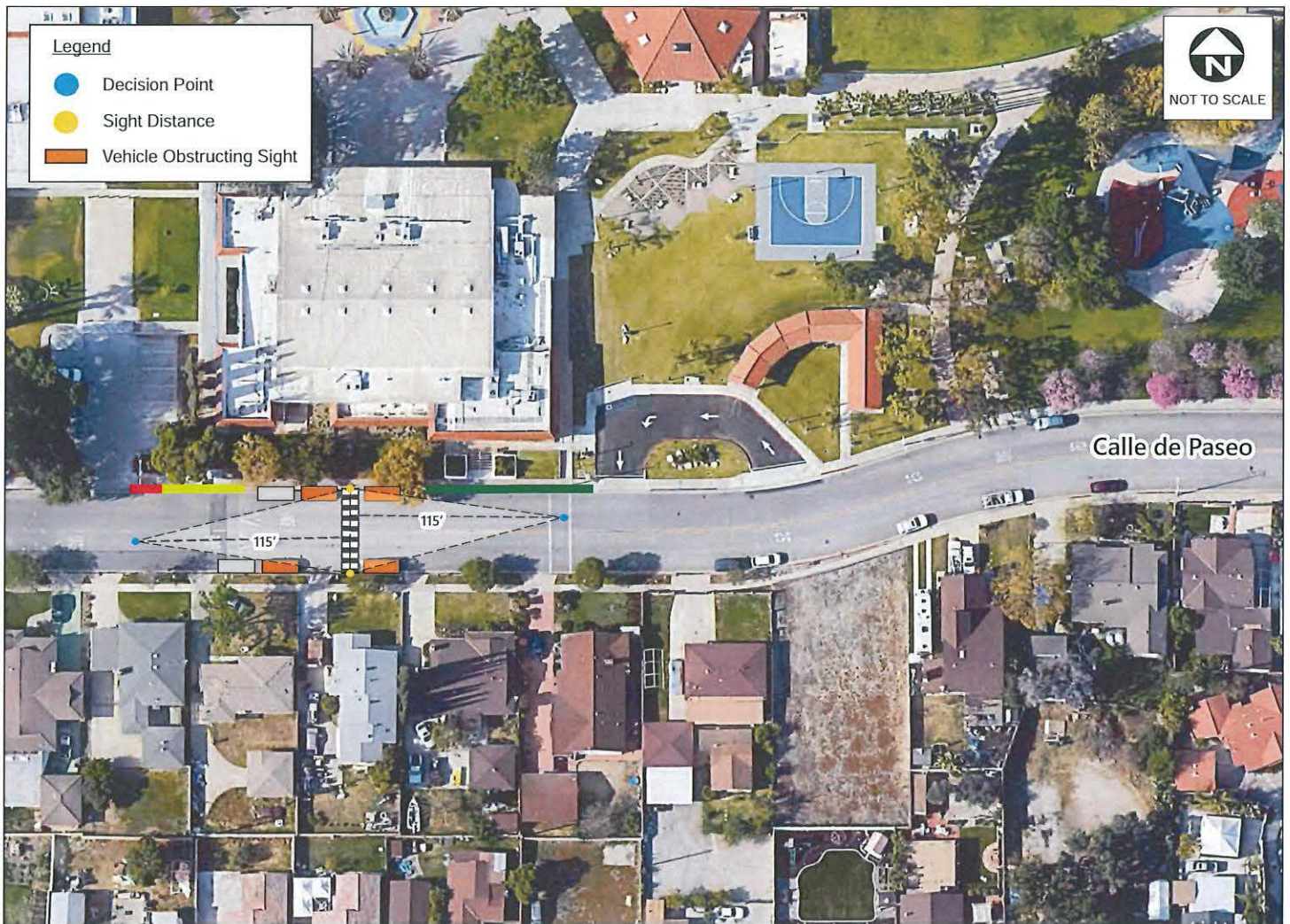


Table 3: Stopping Sight Distance on Level Roadways

Metric					U.S. Customary				
Design Speed (km/h)	Brake Reaction Distance (m)	Braking Distance on Level (m)	Stopping Sight Distance		Design Speed (mph)	Brake Reaction Distance (ft)	Braking Distance on Level (ft)	Stopping Sight Distance	
			Calculated (m)	Design (m)				Calculated (ft)	Design (ft)
20	13.9	4.6	18.5	20	15	55.1	21.6	76.7	80
30	20.9	10.3	31.2	35	20	73.5	38.4	111.9	115
40	27.8	18.4	46.2	50	25	91.9	60.0	151.9	155
50	34.8	28.7	63.5	65	30	110.3	86.4	196.7	200
60	41.7	41.3	83.0	85	35	128.6	117.6	246.2	250
70	48.7	56.2	104.9	105	40	147.0	153.6	300.6	305
80	55.6	73.4	129.0	130	45	165.4	194.4	359.8	360
90	62.6	92.9	155.5	160	50	183.8	240.0	423.8	425
100	69.5	114.7	184.2	185	55	202.1	290.3	492.4	495
110	76.5	138.8	215.3	220	60	220.5	345.5	566.0	570
120	83.4	165.2	248.6	250	65	238.9	405.5	644.4	645
130	90.4	193.8	284.2	285	70	257.3	470.3	727.6	730
					75	275.6	539.9	815.5	820
					80	294.0	614.3	908.3	910

Note: Brake reaction distance predicated on a time of 2.5 s; deceleration rate of 3.4 m/s² [11.2 ft/s²] used to determine calculated sight distance.

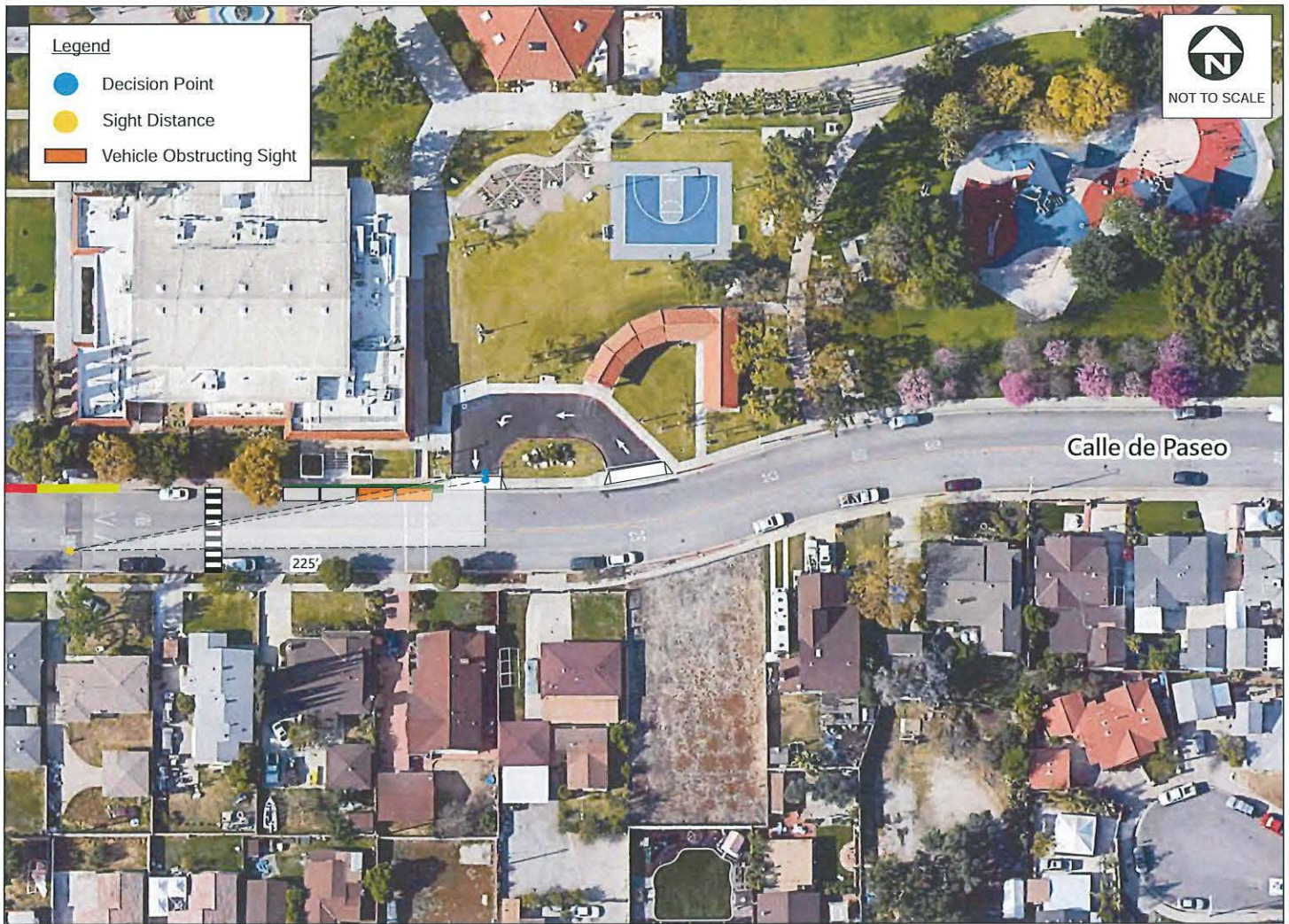


Dan Diaz Recreation Center Green Curb Reduction

The drop-off zone for Irwindale Park was completed in 2021 to serve Irwindale Park and other affiliated facilities in the surroundings such as Dan Diaz Recreational Center and the Aquatic Center. In order to obtain more on-street parking spaces, it is recommended to modify the existing green curb space in front of Dan Diaz Recreational Center, which has not been modified since the completion of the drop-off zone. **Figure 14** illustrates the aerial visualization of a sight triangle and a line of sight from the exit driveway. The sight triangle confirms that it is possible to remove the west portion of the existing green curb.

Irwindale Library Book Return Yellow Curb Reduction

The 40-foot yellow curb in front of Irwindale Public Library is a loading zone primarily used for the Irwindale Library Book Return booth. Irwindale Public Library has shown an interest in relocating the book return booth; thus, the sight distance was evaluated from the Irwindale Library parking lot driveway to understand a potential reduction of the yellow curb. **Figure 15** illustrates the aerial visualization of a sight triangle and a line of sight from the Irwindale Library parking lot driveway. As shown, if vehicles were to be parked in the existing yellow curb spaces, the line of sight would be obstructed to view the vehicles approaching from the east side.





Speed Survey

Lastly, a survey of typical vehicle speeds was conducted along the roadway to determine whether the current 25 mph speed limit on Calle De Paseo is appropriate. The survey was conducted on Wednesday October 26th, which was considered to be a typical weekday (i.e., middle of the week, schools in session, clear weather). The survey was performed between 12:00 and 3:00 p.m., thus outside of the morning and evening peak commuting periods.

Speed data at a total of 90 eastbound and 91 westbound vehicles was recorded over the three-hour period. The results of the survey are as follows:

- Vehicle speeds ranged from 19 to 27 mph
- The average speed (50th percentile) of all recorded speeds was 22 mph
- The 85th percentile speed, which is typically used to set speed limits, of all recorded speeds was 25 mph

Based on the results of the survey, the current 25 mph speed limit is considered appropriate for Calle De Paseo, meaning it is in line with the pace that vehicles are traveling. Detailed speed survey sheets are provided in **Appendix A**.

Recommendations

As confirmed by the assessment above, 16106 Calle de Paseo driveway's line of sight for the west side view is currently obstructed by plants in the parcels of both 16106 and 16100 Calle de Paseo, and a on street parking space east of the existing 50-foot red curb along the horizontal curve. To maintain the number of existing parking spaces in this segment, it is recommended to relocate the existing 50-foot red curb to shift eastward to reach the driveway of 16100 Calle de Paseo. This relocation of the red curb is able to prevent a loss of parking spaces while achieving a more unobstructed line of sight from the driveway of 16106 Calle de Paseo. It is also recommended that the plants in both parcels either be removed or modified to shorter or thinner plants to achieve the line of sight.

For 16050 Calle de Paseo, it would require a complete removal of an on-street parking space in front of 16050 Calle de Paseo to achieve a clear line of sight for the east side view. However, it is possible for a driver on the driveway to have a clear sight when approaching the decision point. Thus, it may not be as cost efficient to remove this parking space. For the west side view, it is recommended that the existing red curb in front of 16038 Calle de Paseo be extended eastward. This will not only help provide an unobstructed line of sight from 16050 Calle de Paseo, but also improve lines of sights for the pedestrians using the raised crosswalk. Additionally, the removal of 2-foot and 26-foot red curbs in front of 16044 Calle de Paseo was considered. However, removing this may worsen the east side line of sight for the residents of 16044 Calle de Paseo, thus is not suggested.

For the Irwindale Park drop-off zone exit driveway, the line of sight for the east side view may be obstructed due to the vehicles parked between the two red curbs located east of the entrance driveway along the horizontal curve. It is recommended that the existing red curb adjacent to the entrance driveway be extended by 36 feet. In order to maintain the number of existing on-street parking spaces, it is recommended that the other existing red curb to the east be removed as it does not obstruct the line of sight.

For the raised crosswalk, vehicles approaching from either side would have difficulties obtaining adequate stopping sight distances. In the existing condition, drivers would not be able to react quickly to avoid a collision if pedestrians were to suddenly appear. Considering the public facilities such as a park and library, there is a chance for higher pedestrian activities, especially of children in the study area. Thus, it is recommended that red curbs are installed to clear both east and west of the crosswalk of parked vehicles. The same red curb treatment is recommended for both the north and south side of the crosswalk.

Finally, reductions of the existing 86-foot green curb west of the Irwindale Park drop-off zone exit driveway, and 40-foot yellow curb east of the Irwindale library parking lot driveway were assessed. The green curb may be reduced by 40 feet. The remaining 46 feet should be maintained as the line of sight to the west side of the driveway would be obstructed if vehicles were to be parked. The 40-foot yellow curb should not be reduced because the line of sight from the Irwindale library parking lot to the east side would be obstructed if vehicles were to be parked here for longer terms.

Figure 16 and the numbered bullets below summarize the list of recommendations. The numbers match the number labeling in **Figure 16**.

1. Relocate the 50-foot red curb eastwards to the driveway of 16100 Calle de Paseo;
2. Remove or change plants located in 16106 and 16100 Calle de Paseo parcels that obstruct the line of sight from 16106 Calle de Paseo driveway;
3. Fully extend the red curb in front of 16038 Calle de Paseo eastwards to the driveway of 16044 Calle de Paseo. Also install a new red curb west of 16038 Calle de Paseo driveway for pedestrian safety;
4. Install a new red curb east of the crosswalk in the north side, and extend it to the existing green curb. Install a new red curb to the west of the crosswalk in the north side;
5. Adjust the two red curbs located east of the Irwindale park drop-off zone entrance driveway. Extend the red curb directly adjacent to the entrance driveway by 36 feet. Remove the other red curb to the east.
6. Reduce the green curb in front of Dan Diaz Recreation Center by 40 feet. Maintain the other 46 feet directly to the west of the Irwindale park drop-off zone exit driveway.





949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

APPENDIX A – Speed Survey Data

Spot Speed Study

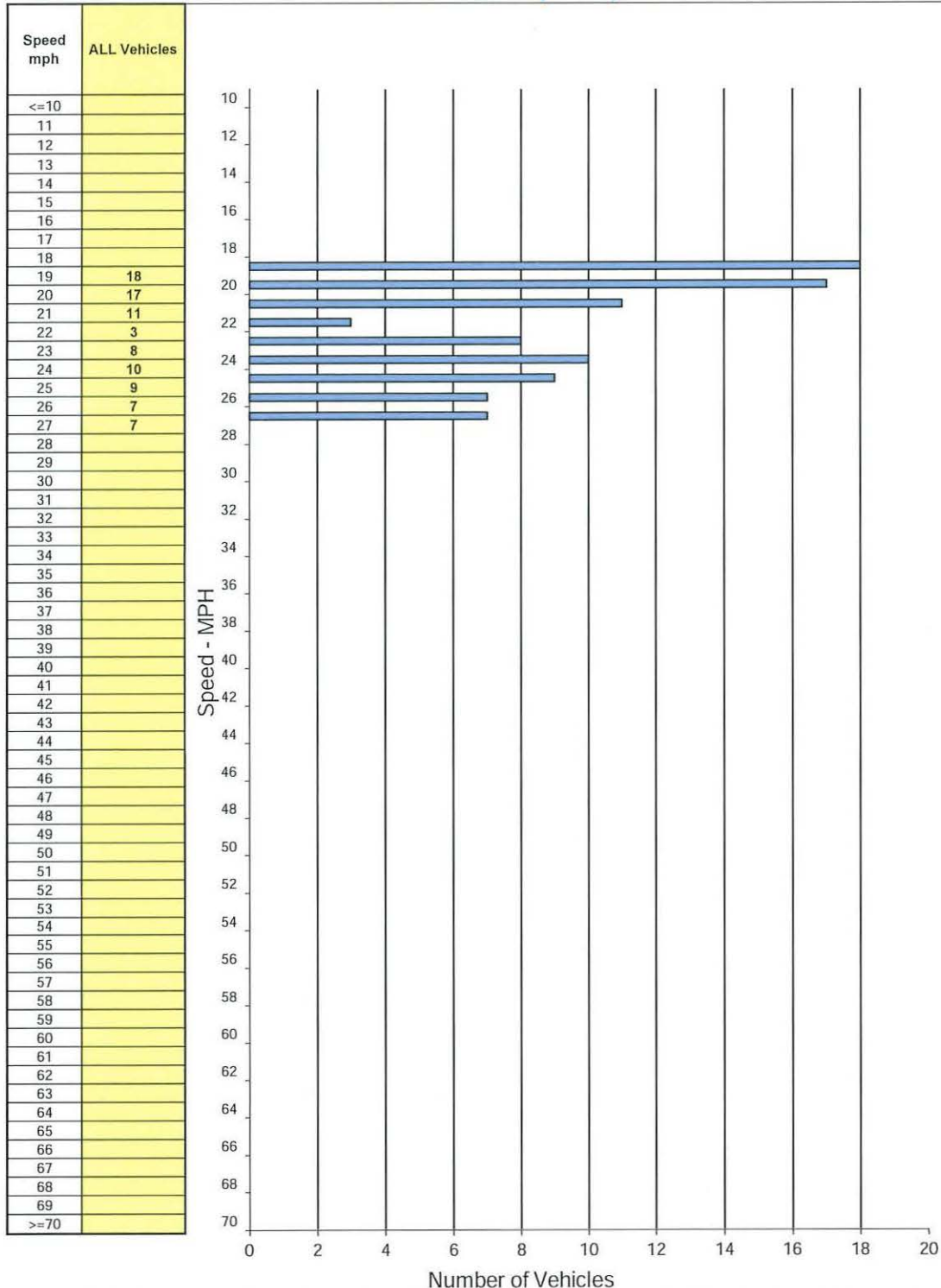
Prepared by: National Data & Surveying Services

City of Irwindale

DATE: 10/26/2022
TIME: 12:00-15:00

Location: Calle De Paseo Bet. Irwindale Ave & Allen Dr
Posted Speed: 25 MPH Clear/Dry Project #: 22-020334-001

Eastbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	90	19 - 27	21 mph	26 mph	18 - 27	90	100%	0% / 0	0% / 0

Spot Speed Study

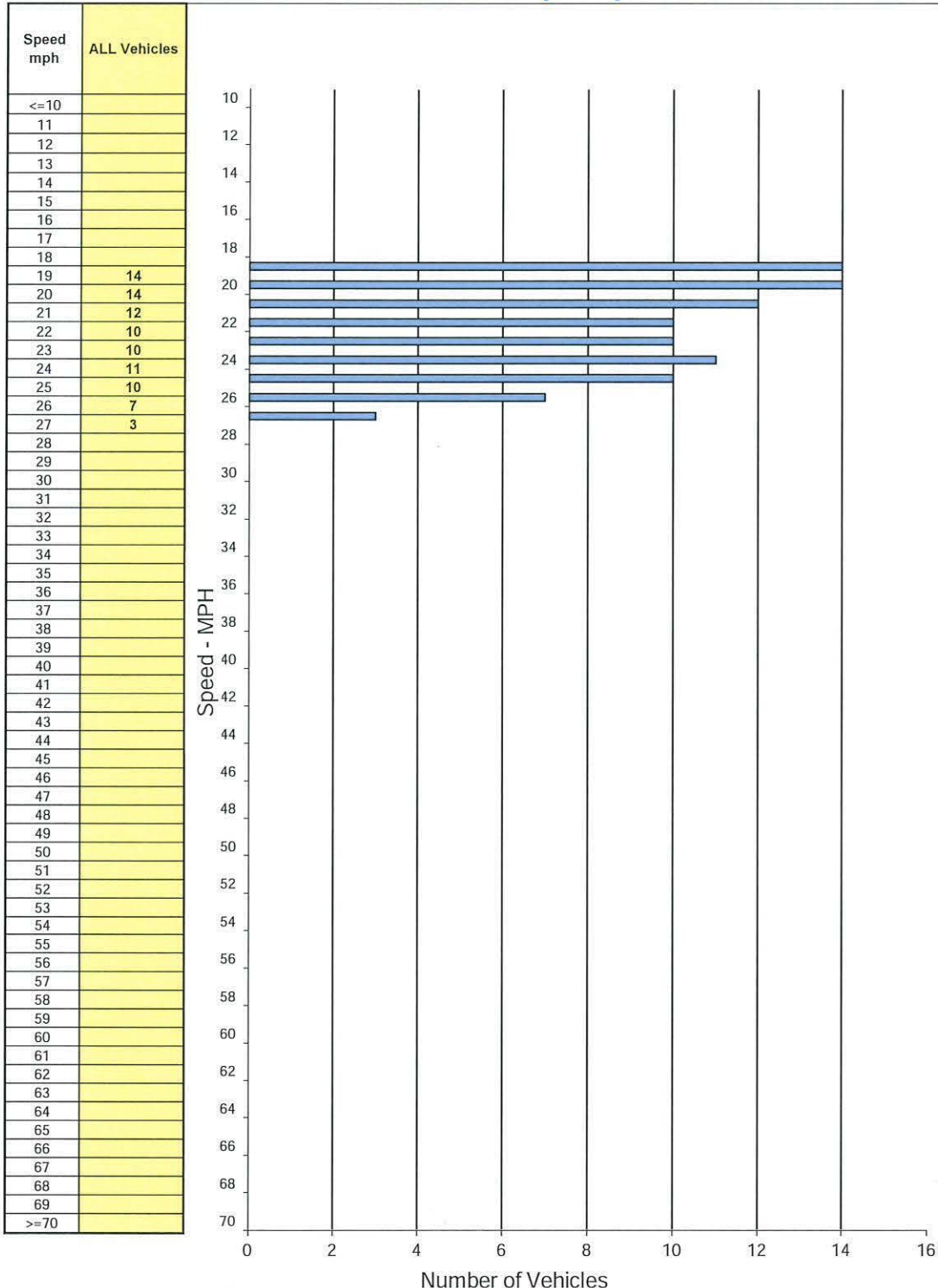
Prepared by: National Data & Surveying Services

City of Irwindale

DATE: 10/26/2022
TIME: 12:00-15:00

Location: Calle De Paseo Bet. Irwindale Ave & Allen Dr
Posted Speed: 25 MPH Clear/Dry Project #: 22-020334-001

Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	91	19 - 27	22 mph	25 mph	18 - 27	91	100%	0% / 0	0% / 0

Spot Speed Study

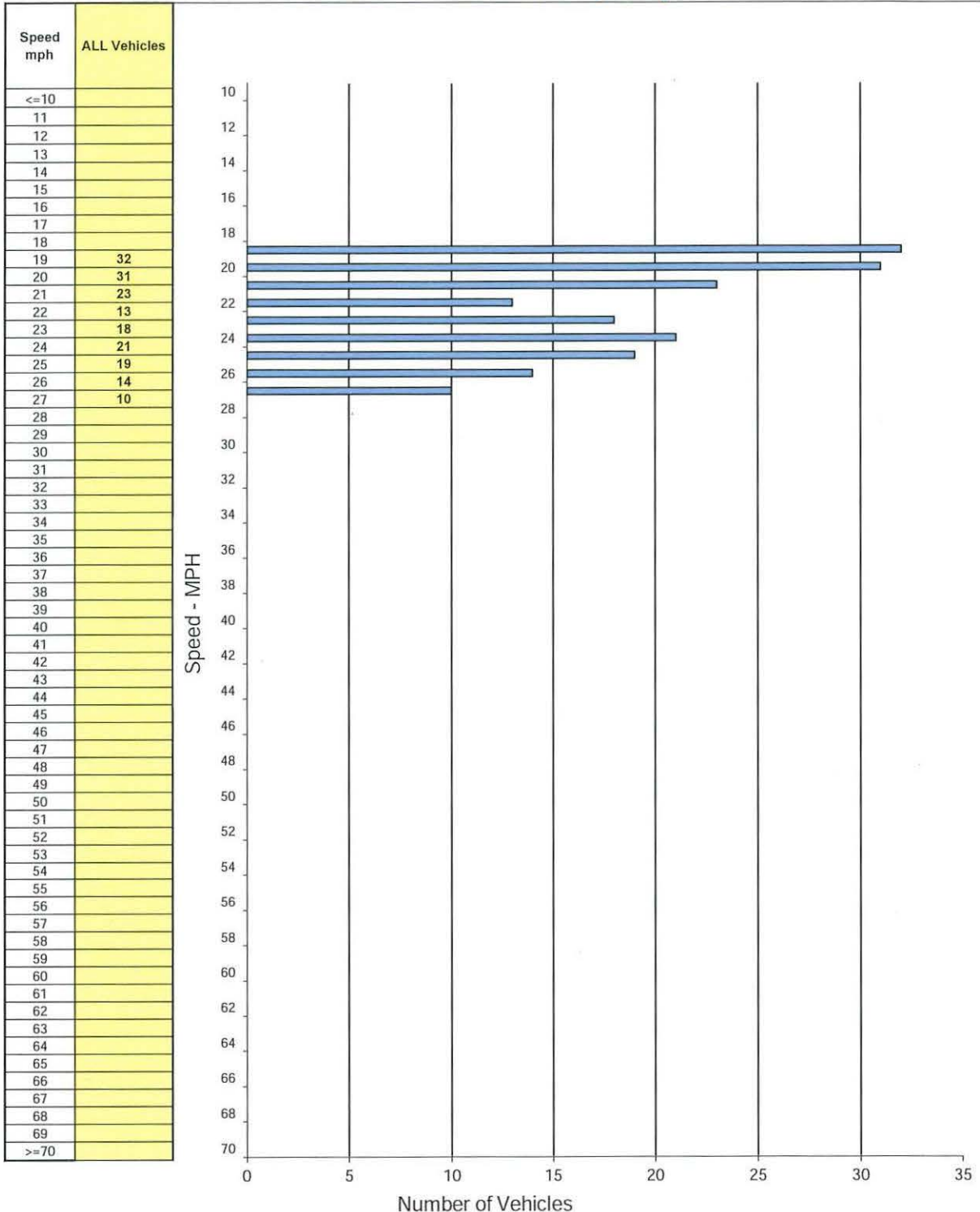
Prepared by: National Data & Surveying Services

City of Irwindale

DATE: 10/26/2022
TIME: 12:00-15:00

Location: Calle De Paseo Bet. Irwindale Ave & Allen Dr
Posted Speed: 25 MPH Clear/Dry Project #: 22-020334-001

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	181	19 - 27	22 mph	25 mph	18 - 27	181	100%	0% / 0	0% / 0