



CITY OF IRWINDALE

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

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

Please note
start time for
Closed Session

JANUARY 13, 2016

5:30 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

CLOSED SESSION – CITY HALL CONFERENCE ROOM REGULAR MEETING – CITY HALL COUNCIL CHAMBER

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 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 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



CLOSED SESSION – 5:30 P.M.

1. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

- A. Property: 5463 2nd Street
Negotiating Parties: City of Irwindale, Successor Agency and Issa Alasker
Under Negotiation: Price and terms of purchase
Conflict of Interest: None

- B. Property: 14808 Los Angeles Street / 4342 Alderson
Negotiating Parties: City of Irwindale and Seventh Street Development
Under Negotiation: Terms of Purchase
Conflict of Interest: None

- C. Property: 4954 Azusa Canyon Road
Negotiating Parties: Successor Agency and Dunbar
Under Negotiation: Price and terms
Conflict of Interest: None

- D. Property: 16160 Calle De Paseo
Negotiating: Housing Authority and Dionna Lara
Under Negotiation: Possible Acquisition
Conflict of Interest: None

2. Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9

- Number of cases: One
- Conflict of Interest: Ortiz traditionally abstains

3. Conference with Legal Counsel – Threat of Litigation

Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

- Number of cases: Two
- Conflict of Interest: None

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

Introduction of Becky Bardales, newly appointed Assistant to the Senior Center Coordinator

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Oaths of Office to Richard Chico, Planning Commissioner; Paula Fraijo & Belen Zepeda, Parks & Recreation Commissioners; and Natalie Orosco and Iris Rodriguez, Senior Commissioners

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting of December 9, 2015

B. Warrants/Demands/Payroll

Recommendation: Approve

C. 2nd Reading of Ordinance No. 699

Recommendation: **Adopt on second reading** Ordinance No. 699 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE IRWINDALE OFFICIAL ZONING MAP BY CHANGING A PARCEL LOCATED AT 16203 ARROW HIGHWAY (APN: 8619-010-907) FROM M-2 (HEAVY MANUFACTURING) TO M-1 (LIGHT MANUFACTURING)" reading by title only and waiving further reading thereof.

D. Rejection of Claim – Laswell, Charles v. City of Irwindale

Recommendation: Rejection the claim of Charles Laswell and direct staff send the standard notice of rejection.

2. NEW BUSINESS

A. Request to Approve a Project Reimbursement Agreement between the City and 7th Street Development (Developer") for CEQA and City Attorney Costs Associated with a Proposed Development to be Located at 4224 – 4342 Alderson Avenue and 14808 – 14910 Los Angeles Street

Recommendation: Approve agreement with 7th Street Development for the reimbursement of costs associated with the preparation of an Initial Study and public review Draft and Final Draft of the resulting environmental documents by the CEQA consultant selected by the City as Lead Agency and review time by the City Attorney's office.

- B. Request to Approve a Contract with Environmental Impact Sciences (“EIS”) for the Preparation of California Environmental Quality Act (CEQA) documents (Initial Study and Mitigated Negative Declaration) for a proposed development located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street

Recommendation: Approve the contract with EIS for the preparation of an Initial Study and public review Draft and Final Mitigated Negative Declaration to be prepared in association with land use entitlement applications required for the proposed development. The Project entails an approximately 191,600 square-foot light industrial business park with ancillary offices for occupancy by light industrial warehouse and/or manufacturing uses. The contract is for an amount not to exceed \$49,950. Seventh Street Development, Inc. (“Developer”) has agreed to reimburse the City one hundred percent of all costs and expenses incurred by the City by providing a deposit account pursuant to the contract between the City and EIS.

3. OLD BUSINESS

4. PUBLIC HEARINGS

- A. Approval of Proposed Use of CDBG Allocation for FY 2016-2017

Recommendation: **Adopt Resolution No. 2016-01-2815**, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY’S FISCAL YEAR 2016-2017 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION,” reading by title only and waving further reading thereof.

- B. Tentative Parcel Map No. 72834 – Subdivision of one (1) parcel into three (3) parcels at 4618 Nora Avenue (APN 8417-002-928) (Conflict of Interest – Councilmember Ortiz and Mayor Breceda)

Recommendation: **Adopt Resolution No. 2016-02-2816**, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING TENTATIVE PARCEL MAP NO. 72834, TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO THREE (3) PARCELS ON PROPERTY LOCATED AT 4618 NORA AVENUE IN THE A-1 (AGRICULTURAL) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE SUBDIVISION TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT” reading by title only and waving further reading thereof.

- C. Zoning Ordinance Amendment No. 01-2015, to adopt an Ordinance of the City Council of the City of Irwindale to Add Chapter 17.110 to Title 17 of the Irwindale Municipal Code to Prohibit the Establishment of Medical Marijuana Dispensaries and to Further Prohibit Marijuana Cultivation and Mobile Marijuana Dispensaries Citywide, Amend and Add Definitions in Chapter 17.08 of Title 17 of the Irwindale Municipal Code, and to Repeal Section 17.32.015 of Chapter 17.32 of Title 17 of the Irwindale Municipal Code to Delete Duplicative Provisions

Recommendation: **Introduce for first reading Ordinance No. 700** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO ADD CHAPTER 17.110 TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES AND TO FURTHER PROHIBIT MARIJUANA CULTIVATION AND MOBILE MARIJUANA DISPENSARIES CITYWIDE, AMENDING AND ADDING DEFINITIONS IN CHAPTER 17.08 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE , AND REPEALING SECTION 17.32.015 OF CHAPTER 17.32 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO DELETE DUPLICATIVE PROVISIONS" reading by title only and waiving further reading thereof.

- 5. **CITY MANAGER'S REPORT**
- 6. **ADJOURN**

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

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held December 9, 2015

- B. Warrants

Recommendation: Approve

2. NEW BUSINESS

- A. Third Amendment to Purchase and Sale Agreement for the Acquisition of the Property and Improvements located at 4954 Azusa Canyon Road

Recommendation: **Adopt Resolution No. SA 2016-03-2817** authorizing the Third Amendment to the Purchase and Sale Agreement (“PSA”) with Dunbar Real Estate Investment Management (“Developer” or “Dunbar”) for the acquisition of an existing 10,000-square-foot light industrial building at the 0.52-acre site located at 4954 Azusa Canyon Road (“Property”). The Property is included in the Successor Agency’s approved Long-Range Property Management Plan (“LRPMP”) as Property No. 7.

3. PUBLIC HEARINGS

4. ADJOURN

HOUSING AUTHORITY

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held December 9, 2015

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority to be held on January 13, 2016 to be posted at the City Hall, Library, and Post Office on January 7, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM IAI

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

JAN 13 2013

DECEMBER 9, 2015
WEDNESDAY
5:30 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola (arrived at 5:35 p.m.),
Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City
Attorney; Anthony Miranda, Police Chief; William Tam, Director of
Public Works / City Engineer; Eva Carreon, Director of Finance; Gus
Romo, Director of Community Development; Elvie Balderrama,
Human Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO
CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)
Negotiating Parties: City of Irwindale & United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Update provided; no further reportable action taken

Property: 5463 2nd Street
Negotiating Parties: City of Irwindale, Successor Agency, and
Issa Alasker
Under Negotiation: Price and terms of purchase

ACTION: Update provided; no further reportable action taken

Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of
Section 54956.9

Number of cases: One

ACTION: Council received an update; no further reportable
action taken; Councilmember Ortiz abstained and left
the Closed Session room.

Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Direction provided to City Manager; no further
reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:30 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

None.

MAYOR BRECEDA

Mayor Breceda spoke very highly of the recent employee Christmas party.

COUNCILMEMBER
BURROLA

Councilmember Burrola also thanked staff for the Christmas party and for hanging the Christmas ornaments in front of City Hall. He also requested that the palm trees in the center medians be watered, to which Mayor Breceda indicated that staff is already addressing the issue.

MAYOR BRECEDA

Mayor Breceda spoke on a resident's concern that there is a leak on Cypress near the wash, to which Director Tam noted that, though the leak is actually the responsibility of the Water District, city staff will relay the issue to them.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

CHAMBER OF
COMMERCE
BUSINESS OF THE
MONTH – AVOLIO'S

CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
AVOLIO'S

The presentation was made.

AUTO THEFT AWARD
PRESENTATION TO
IRWINDALE POLICE
OFFICER WEINRICH

AUTO THEFT AWARD PRESENTATION TO IRWINDALE POLICE
OFFICE WEINRICH

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

MARLENE CARNEY

Marlene Carney, Executive Director of the Irwindale Chamber of Commerce, made a donation of books to the Irwindale Library and announced the installation dinner to be held on January 29.

ROBERT DIAZ

Robert Diaz, speaking on behalf of his aunt who resides on Morada Street, spoke on the proposed wall to be built by Panattoni within close proximity to her garage wall, and expressed concern over

potential damage to her wall, to which Mayor Breceda stated his recollection that the developer would repair any damage that they caused.

MARK PAYNE

Mark Payne, representing Panattoni Development, stated that he understood Mr. Diaz's concerns and that they are not taken lightly. He said that his company has a \$2 million insurance policy to take care of any issues in order to ensure that the work will be done correctly and that he will take special care in the subject area.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item Nos. 1D and 1I. The motion was unanimously approved; Councilmember Burrola abstaining on Item No. 1A1.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held November 11, 2015
- 2) Special meeting held November 16, 2016

ITEM NO. 1B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
REQUEST FOR
COMMUNITY CENTER
RENTAL FEE WAIVER –
SANDRA M. PUSEY ON
BEHALF OF IRWINDALE
LIONS CLUB

REQUEST FOR COMMUNITY CENTER RENTAL FEE WAIVER –
SANDRA M. PUSEY ON BEHALF OF IRWINDALE LIONS CLUB

The Council found that all the requirements of the Fee Adjustment Policy for City Rental Facilities have been met for consideration of a fee waiver or adjustment, and the waiver of hourly Community Center rental fees for Irwindale Lions Club meeting for 2016 was approved.

ITEM NO. 1E
REJECTION OF CLAIM:
TORRES, MARIO V.
CITY OF IRWINDALE

REJECTION OF CLAIM: TORRES, MARIO V. CITY OF
IRWINDALE

The claim of Mario Torres v. City of Irwindale was rejected and staff was directed to send a standard notice of rejection.

ITEM NO. 1F
APPROVAL OF TRACT
MAP NO. 72884 – AZUSA
CANYON ROAD

APPROVAL OF TRACT MAP NO. 72884 – AZUSA CANYON
ROAD

1) Tract Map No. 72884 was approved and the City Clerk, City Treasurer, and the City Engineer were authorized to sign the map

on behalf of the City; and 2) the City Engineer was directed to submit Tract Map No. 72884 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Tract Map to the City Clerk's Office.

ITEM NO. 1G
APPROVAL OF PLANS AND SPECIFICATIONS FOR IRWINDALE AVE. RESURFACING PROJECT

APPROVAL OF PLANS AND SPECIFICATIONS FOR IRWINDALE AVENUE RESURFACING PROJECT

1) The project was approved and was found to be categorically exempt from the provisions of the California Environmental Quality Act; 2) the plans and specifications for Irwindale Avenue Resurfacing Project was approved; and 3) staff was authorized to solicit bids for construction of the project.

ITEM NO. 1H
APPROVAL OF RENEWAL OF A PROFESSIONAL CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES FOR (1) SURFACE MINING AND RECLAMATION ACT OF 1975 (SMARA) COMPLIANCE OF MINING PITS, (2) REVIEW GRADING PERMITS FOR MINE RECLAMATION BACKFILL OF SMARA PITS; (3) RECLAMATION OVERSIGHT OF CITY-OWNED PITS; AND (4) MISCELLANEOUS GEOTECHNICAL ENGINEERING SUPPORT SERVICES

APPROVAL OF RENEWAL OF A PROFESSIONAL CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES FOR (1) SURFACE MINING AND RECLAMATION ACT OF 1975 (SMARA) COMPLIANCE OF MINING PITS, (2) REVIEW GRADING PERMITS FOR MINE RECLAMATION BACKFILL OF SMARA PITS; (3) RECLAMATION OVERSIGHT OF CITY-OWNED PITS; AND (4) MISCELLANEOUS GEOTECHNICAL ENGINEERING SUPPORT SERVICES

The City Manager was authorized to execute a renewal of a professional contract agreement with Geologic Associates in the amount of \$145,600 for Geotechnical Engineering Services for (1) SMARA compliance of mining pits, (2) review of Grading Permits for Mine Reclamation Backfill of SMARA pits, (3) Reclamation oversight of City-owned pits, and (4) Geotechnical Engineering Support Services including serving as a member of the Irwindale Technical Advisory Committee.

END OF CONSENT CALENDAR

ITEM NO. 1D
REVISED LICENSE AGREEMENT WITH UNITED ROCK PRODUCTS CORP.

REVISED LICENSE AGREEMENT WITH UNITED ROCK PRODUCTS CORP.

COUNCILMEMBER ORTIZ

Responding to a question by Councilmember Ortiz, City Attorney Galante explained the royalty fee and the amount that the city would

receive per year. He also explained that the excavating and tax fees are separate from royalties.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Breceda, to approve the revised License Agreement. The motion was unanimously approved.

ITEM NO. 11
REQUEST TO APPROVE CONTRACT AMENDMENT NO. 3 FOR HARVEY CONSULTING GROUP (HCG) LLC TO PREPARE ADDITIONAL REQUIRED ANALYSIS AS PART OF THE ENVIRONMENTAL IMPACT REPORT FOR FUTURE ACTION ON A PROPOSED MATERIALS RECOVERY FACILITY AND TRANSFER STATION WITH APPLICANT ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

REQUEST TO APPROVE CONTRACT AMENDMENT NO. 3 FOR HARVEY CONSULTING GROUP (HCG) LLC TO PREPARE ADDITIONAL REQUIRED ANALYSIS AS PART OF THE ENVIRONMENTAL IMPACT REPORT FOR FUTURE ACTION ON A PROPOSED MATERIALS RECOVERY FACILITY AND TRANSFER STATION WITH APPLICANT ARAKELIAN ENTERPRISES, INC, DBA ATHENS SERVICES

COUNCILMEMBER BURROLA

Responding to a question by Councilmember Burrola, City Attorney Galante clarified that the fees required by the environmental consultant to complete the environmental impact report will be covered out of the \$100,000 deposit that Athens will be making. He added that his attorney's firm will also review the report that the environmental consultant prepares, so those fees will also be covered by Athens' deposit.

Councilmember Burrola also asked about franchise fees, to which City Attorney Galante advised that, per the reimbursement agreement and memorandum of understanding, Athens will receive a year's extension on their hauling and franchise agreement for every \$200,000 that Athens spends. Councilmember Burrola also asked whether there have been changes made to the memorandum of understanding since his time away from the Council, so City Attorney Galante provided a brief background report on this item.

Councilmember Burrola stated that he would like to be updated on this issue before he votes on it and that there are some elements that he is uncomfortable with.

MAYOR BRECEDA Mayor Breceda stated that Councilmember Burrola has the option of meeting with the City Manager before City Council meetings if he would like to obtain additional information on certain issues.

MOTION A motion was made by Mayor Pro Tem Ambriz to approve Contract Amendment No. 3 with HCG, LLC for the completion of the Final Environmental Impact Report (FEIR) for the development of a proposed materials recovery facility and transfer station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911), which is currently owned by the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency.

COUNCILMEMBER ORTIZ Responding to a question by Councilmember Ortiz, City Attorney Galante advised that Athens has deposited funding with the city for the purposes of completing the environmental impact report, and that it would now be appropriate to approve this item so that the report could be completed.

MOTION A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Garcia, to approve Contract Amendment No. 3 with HCG LLC for the completion of the Final Environmental Impact Report (FEIR) for the development of a proposed materials recovery facility and transfer station on the 17.22-acre site located at 2200 Arrow Highway (APN 8535-001-911), which is currently owned by the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency. The motion was approved; Councilmember Burrola opposed, all other Council members in favor.

CITY MANAGER DAVIDSON City Manager Davidson indicated that staff would be happy to meet with Councilmember Burrola to update him on this project.

NEW BUSINESS

ITEM NO. 2A MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES

MAYOR'S APPOINTMENTS OF DELEGATES AND ALTERNATES
COUNCILMEMBER GARCIA Councilmember Garcia spoke on the need to consistently attend the meetings of the boards that the Councilmembers are appointed to.

RESOLUTION NO. 2015-82-2811 ADOPTED **Resolution No. 2015-82-2811**, entitled:

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

ITEM NO. 2B
APPOINTMENT OF
A PLANNING
COMMISSIONER

APPOINTMENT OF A PLANNING COMMISSIONER

RESOLUTION NO.
2015-83-2812
ADOPTED

Resolution No. 2015-83-2812, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE,” was passed, approved, and adopted by Council consensus, thereby appointing Richard Chico to the Planning Commission.

ITEM NO. 2C
APPOINTMENT OF
PARKS & REC
COMMISSIONERS

APPOINTMENT OF PARKS & RECREATION COMMISSIONERS

RESOLUTION NO.
2015-84-2813
ADOPTED

Resolution No. 2015-84-2813, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING MEMBERS TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE,” was passed, approved, and adopted by Council consensus, thereby appointing Paula Fraijo and Belen Zepeda to the Parks & Recreation Commission.

ITEM NO. 2D
APPOINTMENT OF
SENIOR CITIZEN
COMMISSIONERS

APPOINTMENT OF SENIOR CITIZEN COMMISSIONERS

RESOLUTION NO.
2015-85-2814
ADOPTED

Resolution No. 2015-85-2814, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING MEMBERS TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE,” was passed, approved, and adopted by Council consensus, thereby appointing Natalie Orosco and Iris Rodriguez to the Senior Citizen Commission.

ITEM NO. 2E
PURCHASE AND SALE
AGREEMENT FOR THE
5463 2ND STREET SITE

PURCHASE AND SALE AGREEMENT (PSA) FOR THE 5463 2ND STREET SITE (APN 8619-018-033)

MAYOR PRO TEM
AMBRIZ

As requested by Mayor Pro Tem Ambriz, City Manager Davidson indicated that he has work with Director Carreon to create a spreadsheet that shows the details of the PSA's and their impact to the general fund. He discussed these spreadsheets in detail.

- DIRECTOR CARREON Director Carreon added that the 5463 2nd Street PSA is related to the Los Angeles Street/Alderson properties PSA. These properties belong to the Successor Agency and would require approval by the Department of Finance. The proceeds that would be received from the city portion of that property would be used for another building to be retained for governmental use.
- CITY MANAGER DAVIDSON City Manager Davidson noted that the city has been operating with a structural deficit since about 2007 or 2008, and that this item will help the city get out of that.
- DIRECTOR CARREON Director Carreon added that proceeds from the sale of certain properties would be sent to the state and the county, after which these agencies would return about 10% back to the City. Staff anticipates that this will take place in fiscal year 2016/2017.
- DIRECTOR ROMO Director Romo further elaborated on the staff report.
- MAYOR BRECEDA Mayor Breceda stated that this is a very good investment.
- COUNCILMEMBER GARCIA Councilmember Garcia asked whether this agreement would indemnify the city should any toxic areas be found, to which City Attorney Galante advised that this has been the subject of strong negotiations with the buyer. He noted that the agreement's language has been narrowed down so that, if there is anything that the seller knew about but failed to disclose, they would indemnify the city for the next three years. Outside of that, the city has the opportunity to conduct any testing necessary; otherwise, the city would be purchasing the property "as-is." He emphasized that, if the seller knew of something that should have been disclosed but was not, the city can go back on the agreement. He noted that this was the best deal that the city was able to get.
- DIRECTOR ROMO Director Romo added that, should the Council decide to go in this direction, the consultant is ready to begin with phase 1 of the environmental site assessment, which can be completed by the end of the year.
- MAYOR BRECEDA Responding to a question by Mayor Breceda, Director Romo stated that the property was built in 1986.
- COUNCILMEMBER GARCIA Councilmember Garcia suggested including some type of soil sampling, to which City Attorney Galante advised that staff was concerned that they wanted to close escrow and give the city only 30 days to conduct all its inspections. However, staff was able to push that out to ensure that the environmental consultants can perform testing satisfactory to the city. However, the request made by Councilmember Garcia is reasonable.

RESOLUTION NO.
2015-81-2810
ADOPTED

Resolution No. 2015-81-2810, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A PURCHASE AND SALE AGREEMENT (PSA) AND APPROPRIATING MONIES FROM THE GENERAL FUND RESERVE FOR THE PURCHASE OF PROPERTY LOCATED AT 5463 2ND STREET FROM ISSA ALASKER,” was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously approved.

OLD BUSINESS

None.

PUBLIC HEARINGS

ITEM NO. 4A
ZONE CHANGE, A
REQUEST TO CHANGE
THE M-2 ZONE OF A
PARCEL LOCATED AT
16203 ARROW HWY
TO M-1

ZONE CHANGE (ZC) NO. 01-2015, A REQUEST TO CHANGE THE M-2 (HEAVY MANUFACTURING) ZONE OF A PARCEL LOCATED AT 16203 ARROW HIGHWAY (APN: 8619-010-907) FROM M-2 (HEAVY MANUFACTURING) TO M-1 (LIGHT MANUFACTURING)

DIRECTOR ROMO

Director Romo discussed the staff report.

OPEN
PUBLIC HEARING

At 7:30 p.m., Mayor Breceda opened the public hearing.

CLOSE
PUBLIC HEARING

There being no speakers, Mayor Breceda closed the public hearing at 7:30 p.m.

ORDINANCE NO. 699
INTRODUCED FOR
FIRST READING

Ordinance No. 699, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE OFFICIAL IRWINDALE ZONING MAP BY CHANGING A PARCEL LOCATED AT 16203 ARROW HIGHWAY (APN: 8619-010-907) FROM M-2 (HEAVY MANUFACTURING) TO M-1 (LIGHT MANUFACTURING), was introduced for first reading, reading by title only and waiving further reading thereof, and staff was directed to file a Notice of Exemption (NOE) in compliance with the California Environmental Quality Act, on the motion of Councilmember Garcia, seconded by Councilmember Burrola, and unanimously approved.

**CITY MANAGER'S
REPORT**

CITY MANAGER
DAVIDSON

City Manager Davidson reported that tonight's meeting was the only regular scheduled meeting for December and that the Council is not scheduled to meet again until January 13, 2016.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:35 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1B

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
December 2015

JAN 13 2016

Payroll Batch DATE OF ISSUE 12/10/15	405-12-15, 406-12-15 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	27,385.34
	14 Finance Department	15,600.13
	15 Summer Youth	-
	35 Police Department	187,626.06
	40 Recreation Department	16,025.11
	42 Senior Citizens' Center	10,750.47
	44 Library	8,141.03
	51 Planning	13,324.64
	52 Engineering	53,109.96
	Gross Payroll	<u>333,215.84</u>
	Required Deductions	(90,817.39)
	Voluntary Deductions	<u>(7,943.06)</u>
	Net Payroll	234,455.39

Payroll Batch DATE OF ISSUE 12/24/15	419-12-15, 420-12-15 DEPARTMENT	AMOUNT
	11 City Council	6,775.94
	13 City Administrative Office	29,170.47
	14 Finance Department	13,652.12
	15 Summer Youth	-
	35 Police Department	146,828.85
	40 Recreation Department	15,905.69
	42 Senior Citizens' Center	7,618.56
	44 Library	11,049.96
	51 Planning	12,978.00
	52 Engineering	45,012.99
	Gross Payroll	<u>288,992.58</u>
	Required Deductions	(78,606.26)
	Voluntary Deductions	<u>(7,956.99)</u>
	Net Payroll	202,429.33

Accounts Payable

Checks by Date - Summary By Check Number

User: meganz
Printed: 1/4/2016 - 1:57 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58278	ARDILL01	Heather Ardill	12/03/2015	152.25
58279	ARNOLD01	Dennis H. Arnold	12/03/2015	50.00
58280	Ayala01	Leonor Ayala	12/03/2015	125.00
58281	AZUSALW	Azusa Light & Water	12/03/2015	502.80
58282	BOUNCE01	Bounce Around	12/03/2015	275.00
58283	CAMPOS05	Rudy Campos	12/03/2015	20.00
58284	CASC01	CASC Engineering & Consulting	12/03/2015	210.00
58285	CASTIL06	John Castillo	12/03/2015	272.00
58286	CHARTE01	Charter Communications	12/03/2015	240.97
58287	PMIDEN	Delta Dental Insurance Company	12/03/2015	2,079.52
58288	FEDEX	FedEx	12/03/2015	15.36
58289	GASCOM	Gas Company, The	12/03/2015	383.68
58290	HERRER05	Irma Herrera	12/03/2015	270.00
58291	MCIWOR	MCI Comm Service	12/03/2015	35.00
58292	RICOH01	Ricoh USA, Inc	12/03/2015	389.61
58293	SCE02	Southern California Edison	12/03/2015	1,805.28
58294	TRAIN01	Train Party Express	12/03/2015	325.00
58295	VALLEY01	Valley County Water District	12/03/2015	3,673.34
58296	VERIZO01	Verizon California	12/03/2015	214.31
58297	VISION01	Vision Service Plan - (CA)	12/03/2015	3,563.20
Report Total:				14,602.32

Accounts Payable

Checks by Date - Summary By Check Number

User: meganz
Printed: 1/4/2016 - 2:20 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58299	AMERTT	Ameritas Life Insurance Corp	12/10/2015	12,078.56
58300	JenkinsH	Helen Louise Jenkins	12/10/2015	750.00
58301	NATION23	National Union Fire Insurance	12/10/2015	452.44
58302	CALIFO02	California American Water	12/10/2015	680.55
58303	CO01	Daniel Co	12/10/2015	97.29
58304	FEDEX	FedEx	12/10/2015	5.20
58305	SOUTHE17	Golden State Water Company	12/10/2015	1,089.46
58306	HOMEDE	Home Depot Credit Services	12/10/2015	467.43
58307	RAFTERJ	John Rafter	12/10/2015	300.00
58308	SMART&	Smart & Final	12/10/2015	225.47
58309	SCE02	Southern California Edison	12/10/2015	16,353.89
58310	VALLEY01	Valley County Water District	12/10/2015	1,855.26
58311	VERIZO01	Verizon California	12/10/2015	381.44
58312	WAGONER	Pamela Wagoner	12/10/2015	350.00
58313	XEROXC	Xerox Corporation	12/10/2015	543.01

Report Total:

35,630.00

Accounts Payable

Checks by Date - Summary By Check Number

User: meganz
Printed: 1/4/2016 - 1:57 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58317	AKSTIN01	Nathaniel Akstin-Johnson	12/16/2015	395.06
58318	ALANIZ01	Viridiana Alaniz	12/16/2015	30.00
58319	ALESHIRE	Aleshire & Wynder, LLP	12/16/2015	47,406.98
58320	ARCE01	Kaitlyn Arce	12/16/2015	72.50
58321	ARDILL01	Heather Ardill	12/16/2015	210.25
58322	AT&T04	AT & T	12/16/2015	112.58
58323	CINGULAR	AT & T Mobility	12/16/2015	627.10
58324	B&KELE02	B & K Electric Wholesale	12/16/2015	33.91
58325	BAKER01	Baker & Taylor Books	12/16/2015	228.98
58326	BALLOO	Balloons 'N' More	12/16/2015	20.00
58327	FINOY	Yvonne Benner	12/16/2015	1,081.92
58328	BETSEY01	Betsey Meyer	12/16/2015	1,500.00
58329	BILLST	Bill's Truck Repair, Inc.	12/16/2015	268.95
58330	BOBCAT01	Bobcat of Cerritos	12/16/2015	1,981.36
58331	BRITEW	Brite Works	12/16/2015	7,261.90
58332	BURROL04	Lavina Burrola	12/16/2015	100.00
58333	Cat Spec	Cat Specialities Inc	12/16/2015	1,254.60
58334	CHARTE03	Charter Communications	12/16/2015	840.00
58335	CHICO04	Mario Chico	12/16/2015	75.00
58336	CITRUS05	Citrus Valley Health Partners	12/16/2015	20.00
58337	BALDWI02	City of Baldwin Park	12/16/2015	1,750.00
58338	CITYOF18	City of Santa Fe Springs	12/16/2015	4,036.38
58339	CPOA	CPOA	12/16/2015	3,625.00
58340	CRAFCO	Crafco Inc.	12/16/2015	693.36
58341	DEMCOI	Demco, Inc.	12/16/2015	143.04
58342	ELITEE	Elite Elevator, Inc.	12/16/2015	350.00
58343	FERREI02	Ferreira Construction Co., Inc	12/16/2015	61,845.59
58344	FRAER01	Laura Fraer Snyder	12/16/2015	1,743.90
58345	FRYMARKM	Maricela Frymark	12/16/2015	300.00
58346	GAILEY02	Gailey Associates, Inc	12/16/2015	7,221.60
58347	GECAPI	GE Capital	12/16/2015	344.03
58348	GEOLOG	Geologic Associates	12/16/2015	22,589.50
58349	GONZAL07	Raymond Gonzales	12/16/2015	665.15
58350	HENDRI01	David Hendrickson	12/16/2015	217.50
58351	HINDER	Hinderliter, De Llamas & Assoc	12/16/2015	6,876.45
58352	INTELL01	Intelli-tech, Inc.	12/16/2015	25.00
58353	INTERV	Inter-Valley Pool Supply	12/16/2015	522.55
58354	IRWIND04	Irwindale Chamber Of Commerce	12/16/2015	9,166.66
58355	IRWIND21	Irwindale Hand Wash & Auto Det	12/16/2015	439.47
58356	ITERIS	Iteris, Inc.	12/16/2015	1,551.76
58357	JIA01	Xiangyi Jia	12/16/2015	87.00
58358	JOHNNY02	Johnny's Pool Service	12/16/2015	116.62
58359	JUSTIRE	Just Tires	12/16/2015	503.73
58360	COORYE	Samir M. Khoury	12/16/2015	20,961.00
58361	LACOPO	LACPCA	12/16/2015	500.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58362	LAKESH01	Lakeshore Learning Materials	12/16/2015	50.80
58363	LEUNGR	Albert Leung	12/16/2015	150.00
58364	LEXIS01	Lexis Nexis Risk Data	12/16/2015	153.00
58365	LOSANG09	Los Angeles County	12/16/2015	8,127.34
58366	LUCI01	Sara Luci	12/16/2015	72.50
58367	MARIPO	Mariposa Landscapes, Inc.	12/16/2015	4,667.00
58368	MARTIN08	Martin & Chapman Co.	12/16/2015	16,170.62
58369	MISSIO	Mission Linen Supply	12/16/2015	203.06
58370	MORRIS02	Morrison Management Specialist	12/16/2015	2,600.00
58371	NAPA01	Napa Auto Care - West Covina	12/16/2015	1,274.58
58372	OFFICE03	Office Depot	12/16/2015	331.30
58373	OVER01	OverDrive, Inc.	12/16/2015	250.00
58374	PACIFI13	Pacific Office Products	12/16/2015	137.34
58375	PEREZ03	Luisa Perez	12/16/2015	75.00
58376	PICCAR01	Amanda Piccari	12/16/2015	290.00
58377	PROPRINT	Pro Printing, Inc.	12/16/2015	116.63
58378	QUINN02	Quinn Company	12/16/2015	252.00
58379	ROINETWK	ROI Networks, LLC	12/16/2015	445.00
58380	ROSENO	Rosenow Spevacek Group Inc	12/16/2015	1,575.00
58381	SCFUELS	SC Fuels	12/16/2015	2,974.71
58382	SIRCHI	Sirchie Finger Print Lab. Inc	12/16/2015	292.15
58383	STOPTE01	Stoptech, LTD.	12/16/2015	1,441.10
58384	SUPERI02	Superior Administrators, Inc.	12/16/2015	80,000.00
58385	TETRA01	Tetra Tech BAS Inc.	12/16/2015	84,007.78
58386	NORTHR	The Northridge Group, Inc.	12/16/2015	6,361.58
58387	TRITEC01	Tritech Software Systems	12/16/2015	40,243.58
58388	VALENZ02	Kelly Valenzuela	12/16/2015	108.75
58389	verizonw	Verizon Wireless	12/16/2015	755.87
58390	WESTCO05	West Coast Arborists, Inc.	12/16/2015	28,006.00
58391	WHITE02	Amanda White	12/16/2015	145.00
58392	WILSON05	Danielle Wilson	12/16/2015	108.75
58393	ZAVALA01	Cassandra Zavala	12/16/2015	253.75
58394	ZEEMED	Zee Medical, Inc.	12/16/2015	284.18
58395	ZEPEDA04	Dena Zepeda	12/16/2015	75.00
Report Total:				491,795.75

Accounts Payable

Checks by Date - Summary By Check Number

User: meganz
Printed: 1/4/2016 - 1:58 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58397	ALBESHIRE	Aleshire & Wynder, LLP	12/17/2015	33,938.36
58398	BLUECR02	Anthem Blue Cross	12/17/2015	14,222.46
58399	ARAICA01	Byron Araica	12/17/2015	70.00
58400	ARIAS01	Michael Arias	12/17/2015	13.55
58401	BAKER02	Ryan Baker	12/17/2015	81.88
58402	BANKOF03	Bank of The West	12/17/2015	18,748.57
58403	BARNEY	Barney's Locksmith Service	12/17/2015	9.81
58404	BRAVO01	Jesus Bravo	12/17/2015	144.84
58405	PERS	California Public Employees Retir	12/17/2015	163,206.51
58406	COMMUN01	Communications Center	12/17/2015	358.00
58407	DRDANI	Daniel T. Martinez	12/17/2015	2,548.50
58408	GARCIA24	Marlene Garcia	12/17/2015	162.61
58409	GATTO01	Rudy Gatto	12/17/2015	51.90
58410	GEOLOG	Geologic Associates	12/17/2015	3,521.00
58411	GOLDEN01	Golden Optometric Group	12/17/2015	2,322.00
58412	HARDY01	Joe Hardy	12/17/2015	18.00
58413	HEWLET01	Hewlett Packard Enterprise	12/17/2015	38,682.44
58414	IRWIND04	Irwindale Chamber Of Commerce	12/17/2015	25.00
58415	IRWIND14	Irwindale Industrial Clinic	12/17/2015	70.00
58416	COORYE	Samir M. Khoury	12/17/2015	6,154.00
58417	MCI	MCI	12/17/2015	37.33
58418	MIRAND23	Anthony Miranda	12/17/2015	324.89
58419	MISSIO	Mission Linen Supply	12/17/2015	48.90
58420	OFFICE03	Office Depot	12/17/2015	426.62
58421	PHASEII	PARS	12/17/2015	1,750.00
58422	POPULA01	Popular Subscription Service	12/17/2015	64.04
58423	PROPRINT	Pro Printing, Inc.	12/17/2015	166.77
58424	PYRAMI01	Pyramid Building and Engineering	12/17/2015	88,894.19
58425	RAFTERJ	John Rafter	12/17/2015	250.00
58426	ROJASE	Edgar Rojas	12/17/2015	480.69
58427	SANGAB11	San Gabriel Valley Newspaper	12/17/2015	675.50
58428	SCE02	Southern California Edison	12/17/2015	14,228.73
58429	TETRA01	Tetra Tech BAS Inc.	12/17/2015	21,957.84
58430	TEXAS01	Texas Life Insurance Co.	12/17/2015	616.25
58431	VERIZO01	Verizon California	12/17/2015	1,838.41
58432	verizonw	Verizon Wireless	12/17/2015	27.44
58433	FRANC06	Franchise Tax Board	12/22/2015	517.07
58434	ICEA	Irwindale City Employee Assoc.	12/22/2015	500.00
58435	IMEA	Irwindale Mgmt Employee Assoc.	12/22/2015	220.00
58436	IRWIND02	Irwindale Police Officers Assoc.	12/22/2015	3,269.20

Report Total:

420,643.30

COUNCIL AGENDA
ITEM 1C

AGENDA REPORT

JAN 13 2016

Date: January 13, 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: 2nd Reading of Ordinance No. 699

City Manager's Recommendation: That the City Council adopt on second reading Ordinance No. 699 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE IRWINDALE OFFICIAL ZONING MAP BY CHANGING A PARCEL LOCATED AT 16203 ARROW HIGHWAY (APN: 8619-010-907) FROM M-2 (HEAVY MANUFACTURING) TO M-1 (LIGHT MANUFACTURING)" reading by title only and waiving further reading thereof.

Analysis: At its meeting of December 9, 2015, City Council introduced the above ordinance for first reading. The appropriate ordinance is attached and it would be in order to adopt the ordinance on second reading.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact Person: Gus Romo, Community Development Director
Phone: 626-430-2206



John Davidson, City Manager

Attachment
Ordinance No. 699

ORDINANCE NO. 699

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE IRWINDALE OFFICIAL ZONING MAP BY CHANGING A PARCEL LOCATED AT 16203 ARROW HIGHWAY (APN: 8619-010-907) FROM M-2 (HEAVY MANUFACTURING) TO M-1 (LIGHT MANUFACTURING)

WHEREAS, Panattoni Development Company, Inc., 20411 Southwest Birch Street, Suite 200, Newport Beach California 92660, the Applicant, has made a request for a Zone Change (ZC No. 01-2015), pursuant to Section 17.84 (Amendments) of the Irwindale Municipal Code, to change the zoning of a parcel of land located at 16203 Arrow Highway (APN: 8619-010-907) from M-2 (Heavy Manufacturing) to M-1 (Light Manufacturing); and

WHEREAS, the parcel is part of an approved development project on a site consisting of three parcels with an approximate area of 6.25 acres. The zone change is intended to make all three parcels consistent in that the other two parcels are zoned M-1 (Light Manufacturing). Hereinafter in this Ordinance, the subject Zone Change shall be referred to as the "Amendment"; and

WHEREAS, this Amendment was processed simultaneously with a variance request (Zone Variance No. 02-2015) to allow an increase in building height for an approved industrial development project. The variance request was approved separately by the Planning Commission on November 18, 2015 via Resolution No. 667(15). Although the two applications are being processed simultaneously, they are viewed as two separate actions and are not subject to one another; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Amendment will have a significant effect on the environment; and

WHEREAS, on November 11, 2015, the City Council held a duly noticed public hearing on the a development proposal consisting of a 133,800 SF manufacturing/distribution/warehouse building and adopted Resolution No. 2015-71-2800 approving SP&DRP No. 01-2014 for the single building development, which was conditioned to obtain approval of the subject Amendment prior to issuance of building permits; and

WHEREAS, On November 18, 2015, the Planning Commission opened the public hearing, took testimony on the Amendment, at which time they received input from staff, the City Attorney, and the Applicant, heard public testimony, discussed the Amendment along with the simultaneous variance request (ZV 02-2015), closed the

public hearing; and, after discussion, adopted Resolution No. 668(15) approving the Amendment; and

WHEREAS, on December 9, 2015, the City Council conducted a duly noticed public hearing and a first reading of the Amendment, as required by law, to approve the subject Amendment, which would amend the zoning of property located at 16203 Arrow Highway (APN: 8619-010-907) from M-2 (Heavy Manufacturing) to M-1 (Light Manufacturing); and

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

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

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Property located at 16203 Arrow Highway (APN: 8619-010-907) shall be re-zoned from M-2 (Heavy Manufacturing) to M-1 (Light Manufacturing) as identified in the attached Exhibit A.

SECTION 3. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 4. The Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 5. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this Amendment.

PASSED, APPROVED, AND ADOPTED this 13th day of January 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
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 Ordinance No. 699 was duly introduced at a regular meeting of the Irwindale City Council held on the 9th day of December 2015, and was duly approved and adopted on second reading at its regular meeting held on the 13th day of January 2016, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

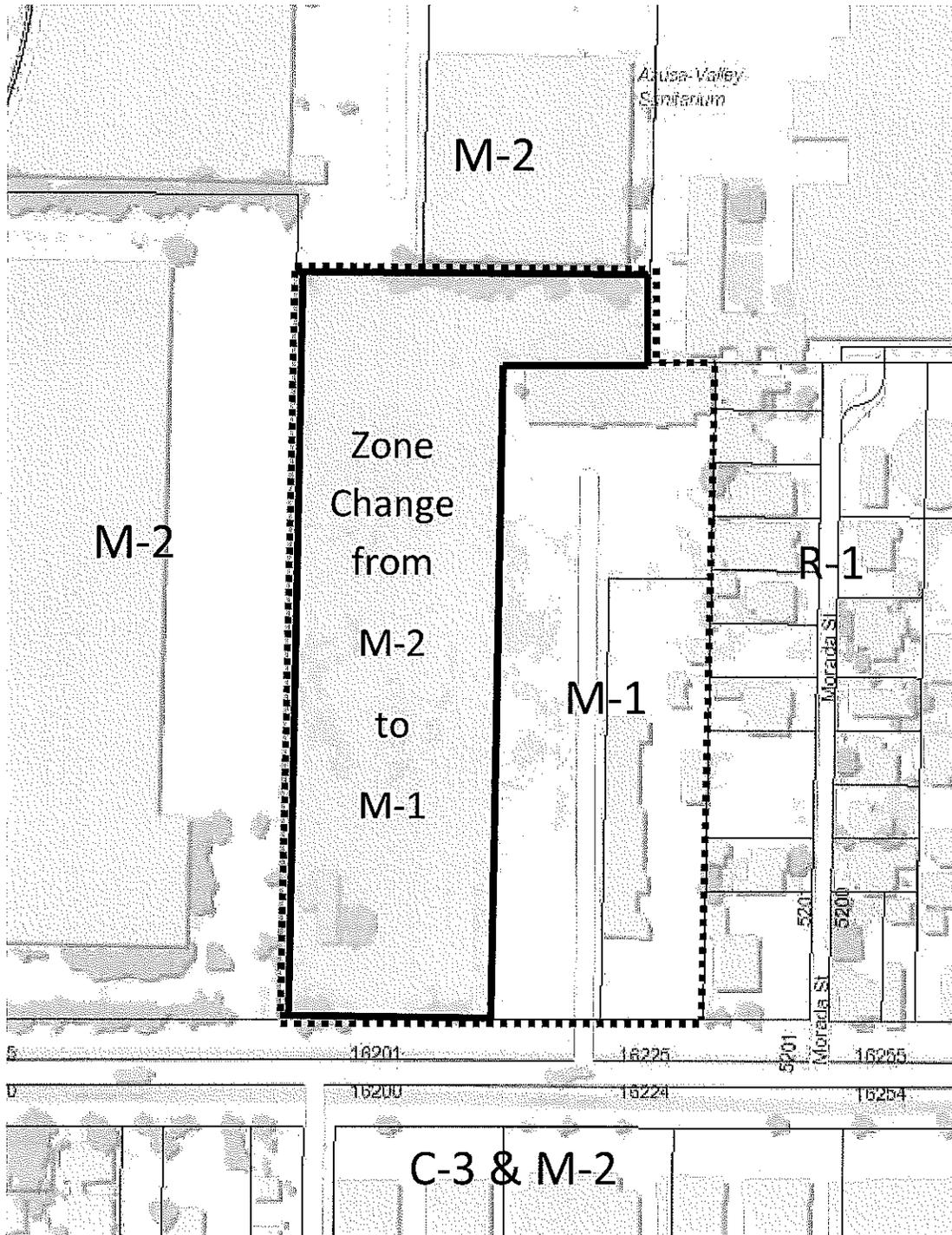
AFFIDAVIT OF POSTING

I, Laura M. Nieto , Deputy City Clerk, certify that I caused a copy of Ordinance No.699, adopted by the City Council of the City of Irwindale at its regular meeting held January 13, 2016 to be posted at the City Hall, Library, and Post Office on January 14, 2016.

Laura M. Nieto, CMC
Deputy City Clerk

Dated: _____

EXHIBIT A



 Zone Change Boundary (1 parcel)
 Development Boundaries (3 parcels)

AGENDA REPORT

JAN 13 2016

Date: January 13, 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: Rejection of Claim: Laswell, Charles v. City of Irwindale

City Manager's Recommendation:

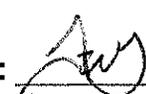
Reject the claim of Charles Laswell v. City of Irwindale and direct staff to send a standard letter of rejection.

Analysis:

This claim alleges that while the City should have been aware of hazardous conditions at the intersection of Arrow Highway and Maine Avenue, where he was injured in a traffic collision. The claim has been reviewed by the City's Claims Adjuster, Carl Warren & Co., which is recommending that the claim be rejected.

Fiscal Impact:  (Initial of CFO)

None

Legal Impact:  (Initial of CA)

None

Prepared By/Contact Person: Laura Nieto, Deputy City Clerk

Phone: 626-430-2202



John Davidson, City Manager



CARL WARREN & COMPANY

Claims Management and Solutions

January 5, 2016

TO: City of Irwindale

ATTENTION: Laura M. Nieto, Deputy City Clerk

RE: Claim : Laswell v. City of Irwindale
Claimant : Charles Laswell
Member : City of Irwindale
Date Rec'd by Mbr : 1/4/16
Date of Event : 6/21/15
CW File Number : 1928530

Dear Laura:

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

- **CLAIM REJECTION: Send a standard rejection letter to the claimant's attorney, Roger W. Lopez, Esq. at 1122 E. Green Street, Pasadena, Ca 91106.**

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

Very truly yours

CARL WARREN & COMPANY

Richard D. Marque

Richard D. Marque
Supervisor

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92870

P. O. Box 25180 | Santa Ana, CA 92799-5180

www.carlwarren.com | Tel: 714-572-5200 | 800-572-6900 | Fax: 866-254-4423

CA License No. 2607296

AGENDA REPORT

JAN 13 2016

Date: January 13, 2016

To: Honorable Mayor and City Council Members

From: John Davidson, City Manager

Issue: Request to Approve a Project Reimbursement Agreement between the City and 7th Street Development ("Developer") for CEQA and City Attorney costs associated with a proposed development to be located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street

City Manager's Recommendation:

That the City Council approve the attached agreement with 7th Street Development for the reimbursement of costs associated with the preparation of an Initial Study and public review Draft and Final Draft of the resulting environmental documents by the CEQA consultant selected by the City as Lead Agency and review time by the City Attorney's office.

Background:

The Developer is currently in escrow to purchase the parcels that make up the subject site from the City as well as the Successor Agency (SA) to the former Irwindale Community Redevelopment Agency. On April 8, 2015, the SA entered into an Exclusive Negotiating Agreement (ENA) with the Developer to purchase the 9.82 acre site at the same time that the City entered into an ENA with the Developer to purchase two City-owned parcels that collectively now make up the development site. On August 26, 2015, the SA and City approved two separate Purchase and Sale Agreements (PSAs), which was followed by approval from the Oversight Board and State Department of Finance (DOF) soon after.

Staff is proposing the retention of Environmental Impact Sciences (EIS) to perform the environmental services for the proposed project. The contract for these services is being considered separately by the City Council and will be funded through the subject Project Reimbursement Agreement, which is attached for consideration.

Fiscal Impact:

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$53,950.00 to cover 100% of the cost for the CEQA consultant work as well as City Attorney's time to review the documents.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gustavo J. Romo, Community Development Director
626.430.2206
gromo@ci.irwindale.ca.us


John Davidson, City Manager

Attachment:

Project Reimbursement Agreement

PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of January 13, 2016, by and between the City of Irwindale, a California municipal corporation ("City"), and Seventh Street Development, Inc., a California corporation ("Developer").

RECITALS

A. The Developer has submitted to City an application for the proposed development and operation of an approximately 191,600 square-foot light industrial business park with ancillary offices for occupancy by light industrial warehouse and/or manufacturing uses ("Project") at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street;

C. Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental impacts. A Mitigated Negative Declaration ("MND") is anticipated to be required for approval of the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

D. City and Developer agreed to enter into this Agreement to provide for the reimbursement of City by Developer for certain expenses to be incurred by City in undertaking the review of the Project pursuant to CEQA.

E. City and Developer desire to enter into this Agreement for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of the CEQA determination for the Project and the reimbursement of the costs associated therewith.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application Processing.

City shall diligently process Developer's application for the Project in compliance with applicable laws, and shall cause to be prepared a MND for the Project in compliance with the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*) and regulations promulgated pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of Developer's application.

2. Deposit.

A. Developer agrees to reimburse City in full for all costs and expenses incurred by City (a) pursuant to the contract (the "Consultant Agreement") entered into concurrently with this Agreement between City and Environmental Impact Sciences ("CEQA Consultant"), the consultant selected by City to prepare the environmental documents necessary for the Project; (b) pursuant to any contract (collectively, the "Contracts") between City and attorneys (collectively, the "Additional Consultants") as City may reasonably require to process and negotiate permits, entitlements and proposed conditions of approval of the Project, but in all events excluding attorneys' fees related to or incurred in connection with any exclusive negotiation agreement, purchase and sale contracts, or resolution of title issues in relation thereto, whether on behalf of the City or the Successor Agency (collectively, the "Expenses"). Developer will not be required to pay for any other consultants until Developer has had a reasonable opportunity to review the proposed contract and fee therefor.

B. Within five (5) days of the City's approval of this Agreement, Developer shall pay to City a lump sum deposit in the amount of Fifty-Three Thousand Nine Hundred Fifty Dollars (\$53,950) ("Initial Deposit"), which deposit represents City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses, and includes a reasonable allotment for attorneys' fees.

C. If City subsequently determines that the Initial Deposit is insufficient, which determination shall be based on the actual Expenses incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"), provided that the amount of the Initial Deposit and all Supplemental Deposits paid by Developer hereunder (collectively, the "Deposits") and the costs of all Expenses hereunder shall not exceed in the aggregate Seventy Thousand Dollars (\$70,000). If Developer does not pay the Initial Deposit per Section 2. B above or any Supplemental Deposit when required under this Section 2.C. to City, work on the MND shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

D. City shall provide Developer with a monthly accounting of City's use of the Deposits to pay Expenses within a reasonable time after the end of each calendar month during the term of this Agreement.

E. City shall promptly refund to Developer any amount of Developer's Deposits that remain unexpended at the end of the Project as well as provide Developer with a final monthly accounting of City's use of the Deposits. For purposes of this paragraph, "the end of the Project" means the time at which: (i) City's contractual liabilities to the CEQA Consultant under the Consultant Agreement and the Additional Consultants under the Contracts have been satisfied; and (ii) the earliest to occur of (a)

City has rendered a final decision on the Project; or (b) Developer has abandoned the Project pursuant to Section 3 below. As of the date of any termination of this Agreement, such termination shall also terminate any further funding or other obligations hereunder; except that Developer shall remain obligated to reimburse City for City's Expenses incurred prior to the date of termination of this Agreement

F. Notwithstanding any provision herein to the contrary, the parties agree that the City's obligations to make payments to the CEQA Consultant pursuant to the Consultant Agreement and to the Additional Consultants pursuant to any Contracts shall be independent of and governed solely by the provisions of the Consultant Agreement and Contracts, as applicable. City shall make any payments to the CEQA Consultant when provided by the Consultant Agreement and to the Additional Consultants pursuant to the Contracts irrespective of any dispute arising hereunder.

3. Abandonment of Project. This Agreement does not constitute a commitment by Developer to proceed with the Project and Developer may choose to not proceed with the Project at any time for any or no reason whatsoever. If Developer should abandon the Project prior to a final decision on its application by City, then Developer may give written notice of such abandonment to City and City shall immediately suspend preparation of the MND and all other aspects of the environmental review for the Project.

4. Conflicts of Interest.

A. During the existence of City's contract with the CEQA Consultant, and for a period of 1 year after final resolution of Developer's application for the Project, neither Developer, nor any of its representatives, agents or other persons acting in concert with Developer, shall enter into any financial relationship with the CEQA Consultant or with any City official or employee (in their individual and not municipal capacities, it being agreed that nothing contained herein shall prohibit, void or impede the existing purchase contracts between the City and the Successor Agency on the one hand, and the Developer on the other, for the purchase and sale of the Project land, as same may be amended from time to time). Nor, during such period, shall Developer propose to enter into any future relationship with the CEQA Consultant or with any City official or employee (in their individual and not municipal capacities, it being agreed that nothing contained herein shall prohibit, void or impede Developer from entering into any new purchase contracts between the City and the Successor Agency on the one hand, and the Developer on the other, for the purchase and sale of any other land).

B. Developer makes the following warranties for the 12 month period preceding the submission of its application for the Project. Developer warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the CEQA Consultant or any of the CEQA Consultant's agents or employees. Developer further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent

or employee (in their individual but not municipal capacities) that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*).

C. The parties acknowledge and agree that processing of Developer's application for the Project is not contingent on the hiring of any specific contractor.

D. The parties acknowledge and agree that Developer's duty to reimburse City is not contingent upon City's approval or disapproval of the Project or upon the result of any action of the City but that it is contingent on City's compliance with the terms and conditions of this Agreement.

E. Neither Developer nor its officers, employees or agents shall communicate with the CEQA Consultant during the term of this Agreement, unless specifically authorized or requested to do so in writing by City, or for the sole purpose of providing information necessary to the Consultants' analysis.

5. Approval of Consultant Contract and Contracts. City shall promptly provide copies of (a) the proposed Consultant Contract; (b) any and all proposed Contracts; and (c) proposed amendments and supplements to the Consultant Contract and Contracts that would have the effect of revising the schedule or scope of work for such CEQA Consultant or Additional Consultant, prior to the execution thereof by City. Developer shall have a reasonable time thereafter within which to review and provide comments to and consult with City on such proposed Consultant Contract and Contracts and amendments and supplements thereto, but shall have no right to prevent their execution; *provided, however,* that Developer shall not be obligated to pay Expenses based upon a change in scope or schedule of any of them unless Developer has reviewed and approved such Consultant Contract or Contract or change thereto. Notwithstanding anything in this Agreement to the contrary, City may not revise, supplement or amend the scope of work proposed to be undertaken by the EIR Consultant pursuant to the Consultant Contract without obtaining Developer's prior consent. Upon the execution of (i) the Consultant Contract and any amendments thereto by EIR Consultant and City; and (ii) any Contracts and any amendments thereto by Additional Consultants and City; Developer's obligations with respect to such executed Consultant Contract and Contracts (each as amended) will be governed by the terms and conditions of this Agreement.

6. Notices. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

City:

City of Irwindale
Attention: Deputy City Clerk
5050 N. Irwindale Ave.
Irwindale, CA 91706

Developer:

Seventh Street Development, Inc.
3780 Kilroy Airport Way, Suite 520
Long Beach, CA 90806
Attn: Craig Furniss
Email: cfurniss@7thsd.com

7. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

8. Hold Harmless. Developer shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees (collectively, the "Indemnified Parties"), from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising out of a default by Developer of its obligations under this Agreement and the preparation by the City of the MND for the Project; provided, however, that the foregoing covenant to defend, indemnify and hold harmless the Indemnified Parties from and against any Claims shall not apply to any Claims (a) arising from the sole negligence, or fraud or intentional misconduct, of any Indemnified Party; or (b) covered by insurance.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between City and Developer as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties, which writing expressly refers to this Agreement.

10. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument. This Agreement may be executed by electronic or facsimile signature.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

13. Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“City”

ATTEST:

CITY OF IRWINDALE, a California municipal corporation

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

By: _____
John Davidson, City Manager

Approved as to form:
ALESHIRE & WYNDER

By: _____
Fred Galante, City Attorney

“Developer”

Seventh Street Development, Inc., a California Corporation

By: _____

Its: _____

AGENDA REPORT

JAN 13 2016

Date: January 13, 2016

To: Honorable Mayor and City Council Members

From: John Davidson, City Manager

Issue: Request to Approve a Contract with Environmental Impact Sciences ("EIS") for the preparation of California Environmental Quality Act (CEQA) documents (Initial Study and Mitigated Negative Declaration) for a proposed development located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street

City Manager's Recommendation:

That the City Council approve the attached contract with EIS for the preparation of an Initial Study and public review Draft and Final Mitigated Negative Declaration to be prepared in association with land use entitlement applications required for the proposed development. The Project entails an approximately 191,600 square-foot light industrial business park with ancillary offices for occupancy by light industrial warehouse and/or manufacturing uses. The contract is for an amount not to exceed \$49,950.00. Seventh Street Development, Inc. ("Developer") has agreed to reimburse the City one hundred percent of all costs and expenses incurred by the City by providing a deposit account pursuant to the contract between the City and EIS.

Background:

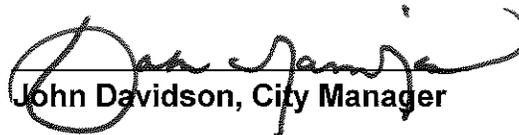
The Developer is currently in escrow to purchase the parcels that make up the subject site from the City as well as the Successor Agency (SA) to the former Irwindale Community Redevelopment Agency. On April 8, 2015, the SA entered into an Exclusive Negotiating Agreement (ENA) with the Developer to purchase the 9.82 acre site at the same time that the City entered into an ENA with the Developer to purchase two City-owned parcels that collectively now make up the development site. On August 26, 2015, the SA and City approved two separate Purchase and Sale Agreements (PSAs), which was followed by approval from the Oversight Board and State Department of Finance (DOF) soon after.

The retention of EIS to perform the environmental services is exempt from the bidding requirements under Irwindale Municipal Code section 3.44.080, D. applicable to such professional services. Nevertheless, proposals from two qualified CEQA firms were requested and received by staff. Based on the proposed methodology, timeline, and experience with similar projects, staff is recommending EIS to prepare the necessary documents to comply with CEQA. The Contract for the services is attached.

Fiscal Impact:

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$49,950.00 to cover 100% of the cost for this consultant work in addition to a deposit for the City Attorney's office to review the documents, which has been determined by a Project Reimbursement Agreement to be presented separately for approval between the City and the developer.

Fiscal Impact:  (Initial of CFO)
Legal Impact: _____ (Initial of Legal Counsel)
Contact Person: Gustavo J. Romo, Community Development Director 626.430.2206 gromo@ci.irwindale.ca.us


John Davidson, City Manager

Attachment: Contract for services with EIS

**CITY OF IRWINDALE CITY COUNCIL
CONTRACT SERVICES AGREEMENT WITH
ENVIRONMENTAL IMPACT SCIENCES (EIS) FOR
PREPARATION OF AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION
PURSUANT TO CEQA GUIDELINES FOR THE PROPOSED
INDUSTRIAL/WAREHOUSE DEVELOPMENT AT 4224-4342 ALDERSON AVENUE
AND 14808-14910 LOS ANGELES STREET**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this ___ day of __, 2016, by and between the CITY OF IRWINDALE, a public body corporate and politic, (herein "City") and ENVIRONMENTAL IMPACT SCIENCES (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the attached proposal, dated December 2, 2015, attached hereto as Attachment "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the attached proposal, dated December 2, 2015, will be performed in a competent, 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. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the attached proposal, dated May 7, 2014, attached hereto as Attachment "A" and incorporated herein by this reference, but not exceeding FORTY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$49,950.00).

2.2 Method of Payment. Provided that Contractor is not in default under

the terms of this Agreement, Contractor shall be paid monthly for costs incurred in accordance with invoices submitted to the City, as further set forth at Attachment "A".

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Peter Lewandowski is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. John Davidson, 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 make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition against Subcontracting or Assignment. Contractor 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.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor 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.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Contractor 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:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$500,000.00 or (ii) bodily injury limits of \$250,000.00 per person, \$500,000.00 per occurrence and \$500,000.00 products and completed operations and property damage limits of \$100,000.00 per occurrence and \$100,000.00 in the aggregate.

(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 both the Contractor and the City 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 Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

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 Risk Manager of the City due to unique circumstances.

4.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (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 or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of

Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, but not to exceed 6 months.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant against Discrimination. Contractor 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor 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, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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

6.4 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, 5050 N. Irwindale Avenue, Irwindale, California 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 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.

6.6 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.

6.7 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.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting 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.

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

6.10 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

Irwindale, a public body corporate and politic

John Davidson, City Manager

ATTEST:

Laura Nieto
Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
City Attorney

CONTRACTOR:

By: _____
Name: _____
Title: _____
Address: _____

[END OF SIGNATURES]

ATTACHMENT "A"

SCOPE OF SERVICES AND BUDGET
Letter Proposal Dated January 5, 2016



Environmental Impact Sciences

26051 Via Concha
Mission Viejo, California 92691.5614
949.837.1195 949.837.3935 Fax

January 5, 2016

Gustavo Romo, Director
City of Irwindale
Community Development Department
5050 North Irwindale
Irwindale, California 91706

Proposal: California Environmental Quality Act Compliance
Alderson Business Park, Irwindale
4224 Alderson Avenue (CalMat) and 14900 Los Angeles Street (AMVETS)
APNs 8437-019-900 and 8437-020-900

Dear Gus:

In compliance with the provisions of the California Environmental Quality Act (CEQA) and the Guidelines for the Implementation of the California Environmental Quality Act (State CEQA Guidelines), **Environmental Impact Sciences** (EIS) appreciates the opportunity to submit this proposal for environmental consulting services to the City of Irwindale's (City or Lead Agency) Community Development Department (Department) for a propose 191,600 square foot, multiple structure, light-industrial business park project located on a portion of an approximately 9.8-acre site at the southwest corner of Alderson Avenue and Los Angeles Street. As evidenced in the proposed site plan, the proposed project does not include either the existing American Veteran's Post 113 (14910 E. Los Angeles Street, Irwindale) or its associated parking area. Since those uses will be retained in their existing condition without any project-related alterations, independent of their inclusion in any proposed subdivision map, those land uses and those areas will be classified as "not a part" for the purpose of the current CEQA process.

Because the proposed development will necessitate one or more discretionary agency actions, the project's construction and operation must first demonstrate compliance with CEQA's analytical and noticing requirements. Associated discretionary actions include, but may not be limited to:

- **City of Irwindale.** Site plan review and tentative subdivision map approval pursuant to Sections 17.70.040 and 16.08.010 of the "City of Irwindale Municipal Code" (Municipal Code), respectively. In addition, implementation of the proposed project will require the demolition of one or more on-site structures. In *Friends of Juana Briones House v. City of Palo Alto* (Cal. App. 6th Dist., 2010), a California court of appeals found that the demolition of a locally-designated historic structure was not a discretionary act subject to CEQA if the applicable ordinance does not vest the agency with the ability to deny the demolition permit application.
- **City of Baldwin Park.** The project site abuts both the City of Baldwin Park (Baldwin Park) and the Los Angeles County Transportation Authority's (LACMTA) and the Southern California Regional Rail Authority's (SCRRA) Metrolink rail line. Because the proposed project does not constitute a "sensitive receptor" (e.g., residential use), the site's proximity



Environmental Consultants
environment@cox.net

to the Metrolink rail line, including the proposed "zero lot line" setback, does not appear to raise any unique environmental issues (e.g., need to conduct a vibration analysis) requiring special consideration under CEQA.

As a condition of project approval, the City of Baldwin Park has expressed a desire to either vacate a portion of the abutting public right-of-way or to undertake such alternative design-related actions as may be appropriate to restrict additional truck traffic from entering into the Baldwin Park's downtown area. As defined in Section 8309 of the Streets and Highways Code (S&HC), "[v]acation' means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement." Street vacation procedures are codified in Sections 8300 through 8325 of the S&HC. Baldwin Park may, therefore, become a "responsible agency" under CEQA and may need to rely on the City's CEQA documentation as the environmental basis for its own discretionary actions. As a result, based on any multi-jurisdictional CEQA process that may need to be undertaken, additional coordination with Baldwin Park beyond that specified herein may be required.

Seventh Street (Applicant) hopes to complete the CEQA process on or before April 2016. The proposed project's construction schedule, including the project's phasing plan and projected date of buildout, has not been made known to EIS. That information, in combination with the projected nature of construction equipment that is presently anticipated for the project's construction, is needed in order to assess the project's potential environmental effects.

Background

The project site is located to the south of the United Rock Product's Olive Pit Mine (4407 Azusa Canyon Road, Irwindale) within the City's Southwestern Planning Area and is within the "M-1 Light Manufacturing Zone." Permitted uses in the "M-1 Light Manufacturing Zone" include those uses allowable by right in the "C-M Commercial Manufacturing Zone," "C-2 Heavy Commercial Zone," "C-1 Commercial Zone," and the "C-P Commercial Professional Zone," as identified in Sections 17.52.010, 17.48.010, 17.40.010, 17.36.010, and 17.32.010 of the Municipal Code, respectively. Conditionally permitted uses are listed in Section 17.52.080 therein. Absent a declared end-user(s), based on the broad variety of allowable land uses, for the purpose of CEQA compliance, generalized assumptions will be made with regards to the nature of both the proposed land use(s) and the activities which may be conducted on the project site, including the materials and equipment which might be used, consumed, or produced as part of the site's future operations.

For non-exempt projects, CEQA identifies both a variety of document types (e.g., negative declarations [NDs], mitigated negative declarations [MNDs], and environmental impact reports [EIRs]) which may be utilized and outlines corresponding procedures for the purpose of demonstrating compliance therewith. CEQA does not mandate that public agencies conduct a greater level of environmental review than that required to provide for informed decision making, consistent with the intent of the legislation. Prior to predetermining which document type to prepare, agencies are encouraged to prepare an "Initial Study" for the purpose of identifying relevant environmental issues germane to the project site and the nature of the proposed use, ascertaining whether the project's potential environmental effects manifest at a level deemed by the agency to be "significant," and assessing whether any identified impacts can be effectively mitigated to a less-than-significant level. Although some projects may immediately lend themselves to an agency determination, with regards to the proposed project, prior to the completion of an adequate technical analysis, some uncertainty exists as to the appropriate manner of CEQA compliance.

EIS, therefore, believes that the City must first complete a reasonably detailed "Initial Study" prior to the determining whether a ND, a MND, or an EIR constitutes the appropriate form of CEQA documentation. Presented herein is the scope of services and attendant budget that EIS presently recommends for the advancement of the proposed project. If, as a result of the performance of the activities outlined herein, additional information becomes available suggesting the need for a modified work plan, if so directed, EIS will provide the City with an amended scope of services initiated in response to that information and that City-authorized directive.

Project Description

In order to provide both the City and the Applicant with flexibility in the entitlement process and avoid the need for subsequent environmental review in the event that the proposed project were to be modified by the Applicant in response to changing market demands and tenant-specific design requirements, it is often advantageous for the project proponent and the public agency to define a proposed project in a manner that may differ from that initially proposed.

For other "speculative" (build-to-suit) industrial development projects located in the City, for the purpose of CEQA compliance, EIS has sought to define proposed development projects operationally, focusing less on conceptual site plans, on the number and square footage of individual structures, and/or on narrowly-defined land uses and more on framing the outside parameters of the impacts that the proposed project might engender. By providing CEQA compliance for the "biggest box" (a project with the greatest reasonably foreseeable potential impacts), all "smaller boxes" (alternative land-use configurations producing lesser environmental impacts) are thus provided with the necessary CEQA clearance. Alternatively, for less speculative projects where the end user(s) can be identified with reasonable certainty and where no design or development-based flexibility is deemed by the project proponent to be necessary, detailed information concerning the operational characteristics of that user(s) can be presented in lieu of a more generalized project description. While allowing for greater precision in terms of the project description, the CEQA process is placed at risk should the stated use either never materialize or should a design change occur following CEQA's completion.

Based on the range of possible uses allowable under the Municipal Code and the potential for a user-initiated reconfiguration of the proposed site plan, as proposed, the project to be analyzed herein will, therefore, likely constitutes a composite (hybrid) of those uses and encompass a range of alternative site plans, assuming the square footage of one, the trip generation characteristics of another, and the nearest distance between proximal on-site noise generators and sensitive off-site receptors of a third. If the environmental effects of that consolidated project can be effectively mitigated, under CEQA, the Applicant will have the post-CEQA flexibility to substitute different uses and modify the site plan within the broader limitations of those design perimeters. In 2015, that same approach was successfully applied to Panattoni Development Company's Arrow Highway Business Park (16203-16233 Arrow Highway, Irwindale) and Shubin Nadal Realty's Azusa Canyon Industrial Park (4832-4910 Azusa Canyon Road, Irwindale).

A "truck" produces greater traffic-related impacts than a "passenger vehicle." As a result, since all vehicle trips are not the same, it is seldom sufficient to merely estimate the number of vehicle trips without consideration of truck operations. In order to accommodate the widest possible range of light industrial, manufacturing, distribution, warehouse, and office-related uses, the land use-specific trip generation rates projected to create the greatest number of daily and peak-hour trips will be determined by the traffic engineer. In the absence of a specific non-residential land use

(e.g., the precise square footages to be constructed with regards to each of those uses and the final number and configuration of on-site buildings), the proposed project will be defined in terms of the maximum allowable gross leasable square footage and the corresponding daily and peak-hour "trip budget," represented as both "passenger-car-equivalents" (PCEs) and "non-PCEs." Without predicated the need for additional environmental review beyond that presented herein, the resulting environmental analysis will provide both the City and the Applicant sufficient environmental clearance for a multiplicity of possible development scenarios, including changes to the conceptual site plan initiated after the completion of the CEQA process.

Subsequent Environmental Review

Most parties would acknowledge that CEQA has become a cumbersome, costly, and time-consuming process, often returning only minimal environmental benefits to the affected community. As a result, it is critical that an agency's CEQA compliance strategy foresees possible impediments and endeavors to avoid needless repetition and redundancy.

The State Legislature has declared that "[t]he purpose of CEQA is not to generate paper, but to compel government at all levels to make decisions with environmental consequences in mind." Nothing in CEQA mandates that governmental entities do more than necessary nor does statute require the needless expenditure of public and/or private resources in fulfillment of its analytical and disclosure obligations. The analytical approach outlined herein serves to minimize the potential that subsequent user-specific design changes (e.g., building consolidation and/or increase in the number of loading docks) would predicate the need for further environmental review.

Technical Approach

Recent relevant CEQA review conducted on other proximal industrial development projects located within the City demonstrates that the project site is not subject to liquefaction, earthquake-induced landslide, and FEMA-mapped flood hazards, and/or aggregate production potential. As a result, certain topical issues can be readily dispensed with as neither being overly germane to the project site nor elevating to a level of significance. EIS, therefore, believes that a number of potential impacts can be eliminated from detailed review without an inordinate expenditure of time or resources, thus allowing the Department to focus its attention primarily on a limited number of potentially significant environmental issues.

Absent a specified end user(s), the Applicant may desire reasonable post-CEQA flexibility to alter the proposed site plan to accommodate either a single end user or multiple tenants without necessitating the need for further environmental review. Rather than being purely reactive, as is the case of a typical project where the end user is already known and the facility's operations can be predicted with reasonable certainty, in order to accommodate that level of flexibility, a non-traditional approach to defining the "project" subject to CEQA review shall be applied.

Because the CEQA analysis must be cognizant of the Applicant's need to be responsive to uncertain market demands and to the specific (but as of yet undefined) design-related requirements of those undetermined users, the CEQA-based project description may, therefore, differ from the Applicant's submittal. As a result, the project's CEQA documentation will be structured so as not to unreasonably limit the Applicant's ability to modify the conceptual site plan and the land uses to be authorized on the project site, subject only to the limitations of the specified total square footage and other specified operational parameter.

Operational parameters that might be considered include, but may not be limited to, gross leasable square footage and daily and peak-hour PCE trips (i.e., passenger vehicle – 1.0 PCE; 2-axle buses/trucks – 1.5 PCE; \geq 4-axle trucks – 3.0 PCE). In order to provide the most conservative assumptions and thus allow the most conservative evaluation based on potential site configurations and land-use mixes, theoretical “worst case” trip generation factors (inclusive of the number of truck trips) shall be derived and used in the preparation of the environmental assessment. To the extent required, mitigation measures shall be structured along a sliding scale so that the Applicant is not required to provide mitigation beyond that which is minimally necessary to response to the final development plan.

Based on the nature of the proposed action and its likelihood to produce significant adverse environmental effects, CEQA prescribes both a formal review process and a number of different compliance mechanisms. For non-exempt activities, public agencies typically prepare an “Initial Study” whose findings then dictate the manner of subsequent compliance. Because factual documentation (substantial evidence) is required to support the conclusions presented therein, a number of accompanying technical studies shall be prepared either by the City’s environmental consultant or directly by the Applicant. All Applicant-submitted studies are, however, subject to independent review prior to their incorporation into the project’s CEQA documentation.

Barring the subsequent discovery of unforeseen areawide or site-specific conditions, projects, such as the one now being proposed, are routinely processed through the use of a MND. Should the resulting technical analysis not support defensible findings that the project’s potential impacts either do not elevate to or can be mitigated to a less-than-significant level, additional CEQA documentation would likely be required beyond the scope and limitations of the work plan outlined herein. Any such further efforts would constitute “out-of-scope” services and would necessitate additional City authorization.

Scope of Services

Presented herein is EIS’ recommended scope of services to prepare and process an “Initial Study” prepared in support of a MND for the proposed project. To the extent that other unanticipated issues arise or to the extent that the identified areas of inquiry are deemed by the City not to require the level of technical analysis assumed herein, this scope of services could be expanded or otherwise modified based on the Lead Agency’s independent assessment of the project’s CEQA obligations.

- **Major Task 1.0: Project Description.** Notwithstanding the Applicant’s submission, based on the “speculative” nature of the proposed project and both the number and broad range of possible end users, the “project description,” which shall be the subject of the Lead Agency’s requisite environmental review, may not be immediately discernible. In order to best accommodate the Applicant’s development request within the context of a “Mitigated Negative Declaration” and under the auspices of a “focused site traffic review,” EIS will seek to provide CEQA clearance for the “project description” that provides the greatest flexibility with regards to site utilization.

In accordance with the Institute of Transportation Engineer’s (ITE) analytical methodology, for certain non-residential land uses, the number of daily and peak-hour vehicle trips is based on the square footage of the proposed project and not the number of designated

uses or users. Because the number of independent uses is not typically considered, irrespective of how the site may be subsequently subdivided and independently operated, both a single operator and single structure can be assumed under CEQA without precluding the existence of multiple operators and/or multiple structures.

Based on PCEs (representing the number of passenger cars that would be displaced by a single heavy vehicle of a particular type under specified roadway, traffic, and control conditions), representative "screening level" reviews of permitted and conditionally permitted land uses within the "M-1 Light Manufacturing Zone" will be performed to determine the number of daily and peak-hour trips. Based on the findings of that preliminary analysis, the project can then be defined in the context of specified performance-standards rather than the more traditional singular land use. If one or more uses are found to exceed that trip count, reasonable conditions can be formulated for supplemental agency consideration once individual end users have been determined.

- **Major Task 2.0: Initial Study.** Under this task, EIS will prepare a "Screencheck Initial Study," a "Draft Initial Study," and a "Final Initial Study" utilizing, as a format, either the environmental checklist included in Appendix G of the State CEQA Guidelines or such alternative format as may be specified by the Department. Responses to each of the topical issues identified therein will be based on information and analysis generated by EIS, information obtained as part of EIS' independent review of those technical studies submitted by the Applicant and accepted by the Department, relevant information known to EIS, and additional information and other materials provided to EIS by the Department and/or by the Applicant.
 - ♦ **Task 2.1: Screencheck Initial Study.** Relative to generally accepted threshold standards, EIS will prepare a "Screencheck Initial Study" analyzing the "significance" of the potential environmental impacts attributable to the proposed project relative to the topical issues outlined in the environmental checklist. Based on the information presented therein, EIS will provide the Department with recommendations concerning the further processing of the project pursuant to applicable CEQA requirements. Those recommendations may include preliminary findings that: (1) none of the impacts considered in the environmental checklist elevate to a level of significance (allowing for the preparation of a ND); (2) all impacts can be effectively mitigated to below a level of significance (thereby allowing for the preparation of a MND); (3) all impacts cannot be mitigated to a less-than-significant level (thereby predicating the need for an EIR); (4) further technical analyze is required beyond the scope of this proposal in order to derive a supportable environmental determination relative to the appropriate manner of CEQA compliance; and/or (5) design changes and other actions are recommended to minimize potentially significant environmental effects prior to finalizing the preliminary CEQA determination.

Because the project may include lands located within the Cities of Baldwin Park and Irwindale, based on Baldwin Park's need to rely upon the Lead Agency's environmental documentation as the environmental basis for its own discretionary actions, information presented in the "Screencheck Initial Study" may need to include an analysis of impacts, including a policy-based consistency analysis, relative to both jurisdictions.

In *Muzzy Ranch Company v. Solano County Airport* (2008), the court held that “interpreting ‘consistent with’ as requiring only compatibility is supported by the test for consistency developed in the local planning context, where specific development plans must be ‘consistent with’ the applicable general plan (Gov. Code § 65454). In that context, courts have held ‘state law does not require precise conformity of a proposed project with the land use designation for a site, or an exact match between the project and the applicable general plan. Instead, a finding of consistency requires only that the proposed project be ‘compatible with the objectives, policies, general land uses, and programs specified in’ the applicable plan (Gov. Code § 66473.5). The courts have interpreted this provision as requiring that a project be “in agreement or harmony with” the terms of the applicable plan, not in rigid conformity with every detail thereof [Citations].”

Should the “Screencheck Initial Study” identify any project-specific mitigation measures, a “Screencheck Mitigation Reporting and Monitoring Program” (“Screencheck MRMP”) will be prepared identifying each such measure and outlining the proposed method of compliance and enforcement. The “Screencheck MRMP” will be incorporated into the “Screencheck Initial Study” and transmitted to the City for the Department’s consideration.

- ◆ **Task 2.2: Draft/Final Initial Study.** Upon receipt of any comments from the Lead Agency, EIS will revise the “Screencheck Initial Study” to incorporate those changes, corrections, and revisions identified by the Department, prepare a revised document, and submit a revised “Draft Initial Study” for the Department’s consideration. In response to any changes or other revisions identified by the Department, EIS will prepare a revised “Draft MRMP” and incorporate that document into the “Draft Initial Study.” Upon acceptance, the “Draft Initial Study” and “Draft MRMP” will become the Lead Agency’s “Final Initial Study” and “Final Mitigation Reporting and Monitoring Program” (“Final MRMP”) and, unless subsequently amended, serve as the factual basis for the City’s CEQA actions.

- ◆ **Major Task 3.0: City-Initiated Technical Analyses.** In order to provide a supportable basis for the Department’s preliminary determination, in addition to any technical information that may be submitted by the Applicant, EIS will prepare independent technical analyses of the following topical issues. Unless otherwise directed, with the exception of the project’s traffic study, it is not EIS’ intend to include the following studies as “stand alone” reports but to incorporate the generated information into the text of the “Screencheck Initial Study.”

- ◆ **Task 3.1: Full TIA Traffic Study.** As specified under the City’s “Policy Guidelines for Traffic Impact Reports” (TIA Guidelines), three distinct levels of traffic analyses may be required by the City Engineer based on the predicted number of peak-hour trips that the proposed project may produce. In accordance therewith, a “traffic letter” shall be undertaken “if the net new project trip generation in the critical peak hour is less than 25 vehicle trips.” A “focused site traffic review” shall be prepared “if the net new project trip generation in the critical peak hour is estimated to be more than 25 but less than 50 vehicle-trips.” Conversely, a “full traffic impact analysis (TIA) study” is required “if the net new project trip generation in the critical peak hour is estimated to be more than 50 vehicle-trips.” The estimate of new peak-hour trips

associated with the proposed project represents the project's net traffic-related contribution, defined as the traffic associated with the "proposed minus existing" land uses.

The manner in which the project is described may have substantive implications with regards to the appropriate level of traffic review. As indicated in the following trip generation rates, as presented in the ITE's "Trip Generation, Ninth Edition" (2012), large variations in trip generation rates exist relative to the precise categorization and bases used in the assessment of the proposed land use(s).

Land Use	ITE Code	Units	Daily	AM Peak Hour		PM Peak Hour	
				In	Out	In	Out
Manufacturing	140	TSF	3.82	0.57	0.16	0.26	0.47
Warehouse	150	TSF	3.56	0.24	0.16	0.08	0.24
		Employee	3.89	0.37	0.14	0.21	0.38
High-Cube Warehouse/Distribution Center	152	TSF	1.68	0.08	0.03	0.04	0.08
Office	710	TSF	11.03	1.37	0.19	0.25	1.24
Business Park	770	TSF	12.44	1.19	0.21	0.33	0.93
		Employee	4.04	0.38	0.07	0.09	0.30

TSF = thousand square feet

Based on ITE trip generation rates, ignoring both "proposed minus existing" and the conversion of vehicle trips to "passenger car equivalents," an approximately 191.6 thousand square foot (TSF) "distribution center" would likely qualify for processing through the use of a "focused site traffic review" rather than a "full TIA study." Alternatively, if the proposed land use were to be categorized as either a "warehouse" or a "manufacturing" use, the analytical threshold would likely exceed the 50 vehicle trip threshold predicated the need for a "full TIA study." For the purpose of this proposal, a "full TIA study" is assumed to be the appropriate manner of demonstrating compliance with the City's TIA Guidelines.

As an initial component of the TIA process, a review of this scope of services by the City Engineers of the Cities of Baldwin Park and Irwindale is anticipated. That review is intended to produce a "Memorandum of Understanding" (MOU) between the affected public agencies with regards to the proposed traffic analysis. Although this proposal constitutes our best estimate of the required analyses, pending the execution of the MOU, the work plan presented herein remains subject to change and refinement based on comments provided by the Cities of Baldwin Park and Irwindale. At its sole discretion, the City may elect to include other transportation planning agencies in the MOU process.

In general, the work is anticipated to consist primarily of preparing a TIA in accordance with the City's requirements. Existing conditions will be reviewed and quantified to provide a basis for the traffic study. The TIA will address future traffic conditions and identify traffic impacts associated with the proposed project. Potential problem areas (if any) will be identified and, to the extent required, mitigation measures will be recommended. The following subtasks comprise this work effort:

- ◆ **Subtask 3.1.1: Initial Submittal for MOU Scoping Comments.** Submittal of this scope of work for comments from appropriate agencies so a MOU will be created, detailing the required TIA scope of work. This subtask includes a scoping meeting involving the project's Traffic Engineer and the City Engineers of the Cities of Baldwin Park and Irwindale in order to obtain their input on the scope of the TIA.
- ◆ **Subtask 3.1.2: Preliminary Trip Generation and Distribution.** A preliminary analyses will be submitted, including a trip generation evaluation, trip distribution/assignment analysis, and indication of build-out year. This information will be submitted to Irwindale's City Engineer for approval prior to the commencement of the remaining subtasks.
- ◆ **Subtask 3.1.3: Existing Conditions.** Existing available and pertinent information will be assemble. It is anticipated that a maximum of eight (8) morning (AM) and evening (PM) peak-hour intersection counts will be conducted. Although the City requires vehicle classification counts at the intersections, it is likely the practice for other jurisdictions to utilize mixed counts (without separation). For locations in the City, PCE adjustments will be made based on the counts (at Irwindale locations), consistent with previously used assumptions. In addition, 24-hour machine traffic counts will be conducted at a maximum of five (5) locations. The City's TIA Guidelines indicate that no counts shall be taken during the last two weeks of December.

Gathered information will include site development plans, existing field conditions, applicable "City of Irwindale General Plan" and "City of Baldwin Park General Plan" (Circulation Element) policies, and other similar data. A field review will also be conducted.

- ◆ **Subtask 3.1.4: Project and Related Project Trip Evaluation.** Evaluations will be based on daily and peak-hour trips to be generated by the proposed project as well other related projects. As may be readily available, information regarding related projects will be obtained from the Cities of Baldwin Park and Irwindale. Pass-by type trips or other trip reduction factors would be included as reasonable and/or supported by published materials. PCE factors will also be accounted for in the project trip generation analysis. Overall the trip generation analysis will be detailed and trip distribution/assignment analysis will be completed for the proposed and for those other related projects included in the traffic study.
- ◆ **Subtask 3.1.5: Intersection and Other Traffic Analysis.** The analysis will address the MOU developed during the TIA process. This subtask seeks assure that the resulting analysis is consistent with MOU requirements and documents potential traffic impacts (or the absence of impacts). The potential project impacts will be identified in order to evaluate the ability of the surrounding street system to accommodate the future traffic. Any potential project traffic impacts will be identified and the need for mitigation measures identified (per the TIA Guidelines).

Any detailed design(s) of mitigation measures (e.g., conceptual design plans, detailed design plans, detailed cost estimates, and any additional studies), beyond the simple identification of reasonable mitigation measures, is beyond this current scope of services.

The intersection analyses for the MOU locations will be performed using "HCS+" software (licensed from the University of Florida) to provide analyses consistent with the "Highway Capacity Manual" (HCM) for the following conditions: (1) existing conditions; (2) existing-plus-project; (3) existing-plus-project and required mitigation; (4) future baseline (without project); (5) future-plus-project; and (6) future-plus-project-plus-cumulative projects.

The City of Baldwin Park has expressed preliminary concerns regarding the routes that project-related trucks may travel both to and from the project site. This issue will be addressed in the TIA and recommendations will be provided to minimize and/or mitigate truck impacts to sensitive (non-truck) roadways. Site plan review, analyses, and, to the extent applicable, recommendations to minimize traffic operational impacts to Baldwin Park will be included. The focus of any such recommendations will be on design elements that could be instituted to minimize impacts to public rights-of-way. This issue is anticipated to primarily involve the project frontages but, in the case of the proposed project, potential off-site truck impacts may be addressed through site design modifications.

The potential for Metrolink usage and other forms of public transportation has been preliminarily raised as a possible benefit regarding anticipated reductions in the number of vehicle trips associated with the proposed project. In order to provide a "worst case" evaluation, those factors will be acknowledged in the TIA but the analysis will be performed using typical, accepted, traffic engineering trip generation factors. Similarly, since no encroachment in its right-of-way is proposed, any project-specific impact analysis relating to Metrolink, its operations, and other locally available public transportation is outside this scope of services.

- ◆ **Subtask 3.1.6: Full TIA Traffic Study.** A TIA report would be prepared summarizing our findings and recommendations. The TIA will serve to document our review, contain the required information, and intended to be suitable for submittal to the Cities of Baldwin Park and Irwindale. Potential traffic impacts, including on-site circulation and ingress/egress, will be identified and, if required, mitigation measures will be recommended. In addition, access and on-site circulation issues will be reviewed

Given the initial MOU process, the TIA is expected to adequately address the necessary traffic impact issues and no substantial responses to potential comments are anticipated.

- ◆ **Task 3.2: Air Quality/Greenhouse Gas Emissions Analysis.** Since the South Coast Air Basin is considered non-attainment for a number of criteria pollutants, the South Coast Air Quality Management District (SCAQMD) has established a

relatively low set of threshold standards as the environmental basis for determining the significance of proposed development activities. In order to determine whether the proposed project meets or exceeds those standards, an air quality assessment of projected construction, operational, and greenhouse gas (GHG) emissions will be performed. The following subtasks comprise this work effort:

- ◇ **Subtask 3.2.1: Existing Setting.** This section will contain a discussion of the regional meteorology with emphasis on local wind patterns. Existing air quality conditions will be described based on the most current five years of air quality data from the nearest SCAQMD monitoring station. The section will also contain a discussion of the air quality regulations, including "Ambient Air Quality Standards" (AAQS) and the "Air Quality Management Plan" (AQMP), as applicable to the project.
- ◇ **Subtask 3.2.2: Impact Analysis.** Air quality impacts will be based on significance criteria presented in the SCAQMD's "CEQA Air Quality Handbook," and on its associated Internet updates, as well as the provisions set forth in the federal and State AAQS. Both construction and operational emissions will be separately examined.

Emissions produced from both heavy equipment and dust from demolition and grading during the construction efforts shall be based on methodology provided with the California Emission Estimator Model (CalEEMod) air quality emission's model. The model includes construction emissions associated with the use of vehicles, emissions associated with the use of architectural coatings, and those from the application of asphalt. Emissions for these operations will be modeled, compared with SCAQMD threshold values, and assessed for their potential to exceed the SCAQMD's "Localized Significance Thresholds" (LSTs) using the SCAQMD's "Sample Construction Scenarios for Projects Less than Five Acres in Size." While acknowledging that the project site is greater than five acres, the daily level of activity would cover an area considerably smaller and, in accordance with the CalEEMod emissions model, would be assumed to be less than five acres per day.

Operational emissions primarily center on mobile sources. Using data from the TIA, project-related emissions will be quantified using the CalEEMod air quality emissions model. Other emissions are associated with the on-site consumption of natural gas, fuel consumed during landscape and structural maintenance, and use of equipment associated with warehousing activities. These emissions will be projected using the CalEEMod model. In addition, the project will be evaluated in the context of consistent with the SCAQMD's "Air Quality Management Plan" (AQMP).

So that the Lead Agency is apprised of the potential for greenhouse gas (GHG) emissions and their potential for impact, the analysis will quantify emissions of carbon dioxide equivalents (CO₂e) using the CalEEMod model. Impact criteria for GHG emissions shall be based on threshold values suggested by the SCAQMD.

- ◇ **Subtask 3.2.3: Mitigation Measures.** Emissions in excess of threshold levels and excessive localized impacts will be deemed significant, as will substantive inconsistency with the AQMP. Where applicable, mitigation measures will be formulated in response to any such significant impacts. Mitigation measures for construction-related impacts will center on equipment limitations and controls, dust control measures, and low volatile organic compound (VOC) types of coatings or limitations on the area painted on a daily basis. Mitigation for project occupancy impacts could include energy-efficient design and transportation measures included in the traffic analysis. Residual impact after mitigation will be compared with the impact criteria to assess the adequacy of the proposed mitigation measures.
- ◆ **Task 3.3: Acoustical Analysis.** The project consists primarily of warehouse and industrial uses that are themselves neither sensitive to noise nor vibration; however, project construction is located in proximity to sensitive receptors (e.g., residential uses) which could be impacted by noise generated by heavy equipment use, construction activities, truck traffic, and warehouse operations. The following subtasks comprise this work effort:
 - ◇ **Subtask 3.3.1: Existing Setting.** Applicable federal, State, and local (including both those promulgated by the Cities of Baldwin Park and Irwindale) noise regulations will be discussed. A field visit will be performed and existing noise level measurements will be obtained within the general project area. If reasonably feasible, simultaneous vehicle counts will also be obtained during the field measurements. Those counts may be used to demonstrate compatibility and calibrate the California Department of Transportation's (Caltrans) or Federal Highway Administration's (FHWA) noise models, as applicable.
 - ◇ **Subtask 3.3.2: Impact Analysis.** Noise impacts will be examined in the content of the "City of Baldwin Park General Plan" and the "City of Irwindale General Plan" (Noise Element) land-use compatibility guidelines and each community's noise ordinance. Both construction and operational emissions will be separately examined.

Construction-generated noise impacts may be produced from the use of heavy equipment, haul trucks, and worker vehicles. Noise-related impacts from project construction will be identified using accepted noise data applicable to construction equipment. To the extent reasonably feasible, emphasis will be on identifying the impacts to any nearby sensitive receptors identified in the field study.

From an operational perspective, the project could create a significant impact if it were to substantially raise the ambient noise levels at any sensitive receptor locations in the Cities of Baldwin Park and Irwindale. Off-site impacts could manifest from the use of on-site equipment as well as trucks and other traffic associated with the proposed project. Based on existing conditions, a comparison of the noise without and with project-related equipment and traffic will be examined. In the case of traffic, impacts to off-

site receptors shall be based on the project's ability to create a substantial increase in the ambient noise levels.

- ◇ **Subtask 3.3.3: Mitigation Measures.** Construction mitigation may include the proper use of mufflers and shielding for the equipment itself and/or limitations on equipment use. Operational mitigation could include the use of perimeter sound walls, acoustic shielding for the on-site equipment, and restrictions in the hours of use/access. Residual impact after mitigation will be compared with the impact criteria to assess the adequacy of the proposed mitigation measures.
- **Task 3.4: Historic Resources Significance Assessment (Optional).** CEQA requires evaluation of project impacts on historic resources, including properties "listed in, or determined eligible for listing in, the California Register of Historical Resources [or] included in a local register of historical resources." Pursuant to Section 15064.5(a)(4) of the Public Resources Code (PRC), "[t]he fact that a resource is not listed in, or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources. . . or identified in an historical resources survey. . . does not preclude a lead agency from determining that the resource may be a historical resource as defined in Public Resources Code Sections 5020.1(j) or 5024.1."

The minimum age criterion for the National Register of Historic Properties (NRHP) and the California Register of Historical Resources (CRHR) is 50 years. Properties less than 50 years old may be eligible for listing on the NRHP if they can be regarded as "exceptional," as defined by the NRHP procedures, or in terms of the CRHR, "if it can be demonstrated that sufficient time has passed to understand its historical importance" (14 CCR 4842[d][2]). As indicated by the Los Angeles County Assessor's Office, at least one of the existing structure was constructed in 1964.

A resource is eligible for listing on the CRHR if it: (1) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; (2) Is associated with the lives of persons important in our past; (3) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or (4) Has yielded, or may be likely to yield, information important in prehistory or history (Section 5024.1[c], PRC). By definition, the CRHR also includes all "properties formally determined eligible for, or listed in, the National Register of Historic Places" and certain specified State Historical Landmarks.

As defined by CEQA, historic resources also include properties listed in "local registers" of historic properties. A "local register of historic resources" is broadly defined in Section 5020.1(k) of the PRC as "a list of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution." In the City, a building or structure shall be designated a historic building if the City Council finds that one or more of the following conditions exist with reference to such building or structure: (A) The building or structure proposed for designation is particularly representative of a distinct historical period,

type, style, region or way of life; (B) The building or structure was connected with someone renowned, important, or a local personality; (C) The building or structure is connected with a business or use which was once common but is now rare; (D) The building or structure represents the work of a master builder, engineer, designer, and artist or architect whose individual genius influenced his/her age; (E) The building or structure is the site of an important historic event or is associated with events that have made a meaningful contribution to the nation, State or City; (F) The building or structure exemplifies a particular architectural style; (G) The building or structure exemplifies the best remaining architectural type of a neighborhood; and/or (H) The construction materials or engineering methods used in the building or structure embody elements of outstanding attention to architectural or engineering design, detail, material or craftsmanship.

As an optional task, EIS will conduct a "historic property significance assessment." Because the observed feature does not appear to be either a habitable structure or suitable for rehabilitation, EIS does not recommend that either a Historic American Buildings Survey (HABS) or a Historic American Engineering Record (HAER) be prepared at this time.

In the performance of this optional assessment, the following activities will be undertaken: (1) Conduct a records search at the South Central Coastal Information Center at California State University, Fullerton (mandatory for any cultural resources assessment); (2) Records research available from a variety of sources (e.g., City of Irwindale, Irwindale Public Library, Los Angeles County Assessor's Office, and Los Angeles Public Library); (3) Consultation with the local historical societies; (4) Conduct interviews on an as-needed basis; (5) Conduct a historical evaluation and make a significance determinations on the State level; (6) Record or update on the appropriate California Department of Parks and Recreation 523 series forms; and (7) Compile an illustrated, narrative report with recommendations for additional work, if deemed needed.

- ◆ **Task 3.5: Additional City-Initiated Technical Studies** (Optional). In the event that the "Screencheck Initial Study" indicates the need to conduct more detailed technical analysis of any specific issues (e.g., health risk assessment), EIS will prepare a separate scope of services describing the issue or issues that the Lead Agency may elect to address, including recommendations relating to the scope of work to be performed. Any such additional analyses resulting therefrom constitutes "out-of-scope" services and any associated endeavors would be subject to the issuance of a separate change order.
- **Major Task 4.0: Applicant-Initiated Technical Analyses.** The following technical studies are assumed to be provided by the Applicant in a format suitable for incorporation into the project's CEQA documentation.
 - **Task 4.1: Phase I Environmental Site Assessment.** It is common practice for a Phase I environmental risk assessment (ESA) to be conducted on those sites where potential environmental contaminants may exist. The American Society for Testing and Materials (ASTM) has developed Standard E 1527-00 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process)

for Phase I ESAs. The purpose of this practice is to define good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products.

The four basic requirements for an ASTM standard practice assessment include site reconnaissance, review of records related to the property and surrounding area, interviews with site owners and local officials, and report preparation. In addition, the standard requires that the environmental professional provide a well-reasoned opinion of the impact on a property of known or suspect environmental conditions. Specifically, the standard requires that the logic and reasoning used by the environmental professional in evaluating information collected during the investigation be discussed. EIS will the Applicant's Phase I ESA and determine the adequacy of the existing analysis in the context of CEQA and examine the effectiveness of any remediation strategies and environmental risk safeguards, if any, proposed by the Applicant or identified therein.

- **Task 4.2: Additional Applicant-Initiated Technical Studies** (Optional). In a form acceptable to the Department, the Applicant shall provide EIS with such additional technical studies and provide such additional information as may be required by the Department for the purpose of CEQA compliance.
- **Major Task 5.0: CEQA Notices.** Under CEQA, the Lead Agency is required to prepare, publish, and post a number of legal notices. Each notice constitutes a project milestone and formally commences a specific component of the environmental process.
 - ♦ **Task 5.1: Mitigated Negative Declaration.** If supportable based on the information presented in the "Initial Study," EIS will prepare a draft "Draft Mitigated Negative Declaration" stating the Lead Agency's preliminary determination that the proposed action, as conditioned, will not produce any "significant" environmental effects. The Lead Agency is then required to make that notice available to the public, including those individuals and organizations known to be interested in the project and to any applicable responsible agencies.
 - ♦ **Task 5.2: No Effect Determination Request.** Using Form DFW 866, following the Department's acceptance of the "Initial Study," EIS will prepare, for transmittal by the Department to the California Department of Fish and Wildlife, a "No Effect Determination" (NED) request.
 - ♦ **Task 5.3: Notice of Determination.** Within five days of project approval, if so approved, the Lead Agency is required to prepare and file a "Notice of Determination" (NOD) documenting the agency's actions. Under this task, EIS will prepare a NOD for subsequent filing (by others) with the County Clerk.
- **Major Task 6.0: Posting, Publication, and Dissemination** (Optional). The Lead Agency is required to provide notice of its intent to adopt a MND, including obligations for posting and publication. Under this task, EIS will provide the Department guidance as to those

obligations and, as directed and budgeted, undertake posting, publication, and document dissemination.

- **Major Task 7.0: Response to Comments** (Optional). Under CEQA, the Lead Agency is required to “consider” any comments received during the noticed comment period. Following receipt of all written comments, based on the precise nature of those comments, EIS will provide the Department with recommendations concerning whether a detailed written response to any and all comments would be appropriate. This task, inclusive of any additional work effort associated therewith, constitutes “out-of-scope” services and would be subject to a separate change order.
- **Major Task 8.0: Additional Meeting Attendance and Direct Costs.** In order to assist Department staff, respond to public inquiries, and facilitate the decision-making process, representatives of EIS will attendance a total of three meeting (e.g., one kick-off meeting involving Department staff and the Applicant, one meeting before the Planning Commission, and one meeting before the City Council) as part of the CEQA process. If additional meeting attendance is requested, if detailed presentations are required, and/or if extensive presentation material is requested, EIS’ representatives are available to assist Department staff in any fashion as may be deemed beneficial by the Department on both a time-and-materials and cost-plus basis. The City acknowledges and the Applicant concurs that additional meeting attendance beyond that assumed herein constitutes an allowable change order for any associated labor and direct costs that may be so incurred, independent of whether the requested change is submitted and processed in advance of those meetings.

Schedule

Pursuant to Section 15102 of the PRC, relative to CEQA compliance, the Lead Agency shall determine within thirty (30) days after accepting an application as complete whether to prepare an EIR or a negative declaration or use a previously certified EIR or adopted negative declaration.

EIS will deliver to the Department the “Screencheck Initial Study” within thirty (30) days of: (1) receipt of authorization to proceed, as evidenced by EIS’ receipt of written authorization from the City either in the form of a signed contract or issuance of a purchase order; (2) receipt of a “final site plan,” including any “alternative site plans” that the Department and/or the Applicant request also be considered; and (3) copies of all relevant Applicant-submitted technical studies either accepted by the Department or inclusive of City-issued corrections.

Assumptions

In the preparation of this scope of services, EIS has not initiated pre-proposal consultation with the City Engineer, with representatives of the Cities of Baldwin Park and Irwindale, with the Applicant, or with any of the Applicant’s consultants. Information which might be derived therefrom could alter the work plan and attendant budget presented herein.

For the purpose of environmental compliance, without predetermining a particular outcome and for the sole purpose of this proposal, EIS has made the following two fundamental assumption: (1) the resulting “Initial Study” will support the preparation of a MND for the proposed project; and (2) the associated traffic analysis is predicated on the assumption that the proposed project will generate more than 50 peak-hour trips, thus requiring the preparation of a “full TIA study,” as defined and

limited to the scope of services presented herein. Should the Lead Agency determine that an EIR is required and/or that a more detailed traffic analysis is required, all efforts and activities associated with the preparation and processing of that document shall constitute "out-of-scope" services for which a change order would then be authorized.

Should the City of Baldwin Park determine that any additional services not explicitly identified herein should be required in fulfillment of Baldwin Park's CEQA obligations, those additional activities constitute "out-of-scope" services which have not be budgeted herein. The Department and the Applicant acknowledge that the provision of any such additional services could affect this scope of services, the project's schedule, and the project's associated CEQA-based budget.

Limitations

The potential environmental impacts and implications of United Rock Product's "Olive Pit Mining & Reclamation Operations and Long-Term Reuse Project" have not been considered herein and the potential environmental implications of that project as it may relate to the proposed development has not be factored into this scope of services. It is, therefore, possible that the short-term and long-term direct and indirect environmental consequences of that independent project, based in whole or in part on its proximity to the subject property, could subsequently alter this work plan and the substance of this project's environmental assessment.

The scope of work presented herein does not include the preparation or performance of a biological resource analysis; geologic, geotechnical, and soils investigation; environmental site assessment and remediation; quantitative or qualitative health risk assessment; hydrologic or hydraulic analysis; other engineering studies documenting the adequacy of water, sanitary sewers, and storm drain systems; or any independent third-party review of technical studies submitted by the Applicant or by other parties for consideration as part of the CEQA-compliance process. As part of this work effort, no surface or subsurface hazardous materials investigations will be conducted, no soils samples taken, no laboratory analyses performed, and no computer-generated visual simulations prepared for the proposed project. To the extent deemed necessary by the Lead Agency, it is assumed that adequate information regarding any environmental issues associated therewith will be provided to EIS either by the Department or by the Applicant and that no independent third-party reviews of those documents will be required hereunder.

This scope of service does not include the preparation of conceptual and detailed design plans, cost estimates, or the preparation or processing of any planning documents, permit applications, and/or detailed consultation with other public agencies. In addition, this scope of services does not include the formulation, technical review, compliance review, and/or entitlement of any project-specific best management practices (BMPs), urban storm water management plans (SUSMP), storm water pollution prevention plans (SWPPP), low-impact development (LID) plans, or any quantitative or qualitative assessment or modeling of any hydraulic or hydrologic characteristics or water quality constituents. This proposal neither includes any construction-level analysis nor the preparation or implementation of any detailed mitigation and monitoring plans. In addition, this proposal neither includes the posting or publication of any documents nor the payment of any filing fees, including, but not limited to, those that may be imposed by the Cities of Baldwin Park and Irwindale, the Los Angeles County Clerk, and/or the California Department of Fish and Wildlife.

Since no discussions have occurred with the City Engineer, with regards to the scope of the proposed project's traffic study and infrastructure assessment, it is possible that the proposed work

plan may need to be modified pursuant to the City Engineer's directives. Any subsequent changes, additions, or modifications resulting therefrom are outside of this scope of services. Should other discretionary actions be required from one or more "responsible agencies," at their sole discretion, those agencies may require further technical review and/or additional CEQA compliance activities beyond those expressly outlined herein. If such agencies are subsequently identified, EIS makes no representation that the City's environmental review record will suffice as the CEQA documentation mandated by those agencies. Because no technical analyses has yet to be performed, EIS makes no guarantee that the results of the environmental analyses outlined herein will: (1) support the processing of a MND under CEQA; and/or (2) yield the results anticipated by either the Department or by the Applicant.

As required under CEQA, the project's environmental documentation must reflect the independent judgment of the Lead Agency. As such, in fulfillment of the Lead Agency's CEQA obligations, the Department must allocate sufficient personnel and other resources to adequately and timely review all administrative draft documents which are provided to the Department by EIS, including, as appropriate, concurrent review by the City Engineer and City Attorney. The Department's review and acceptance of those documents is required in order to ensure that those documents and the statements presented therein adequately and accurately reflect the level of analysis deemed appropriate by and the positions and preliminary conclusions of the Department with regards to each of the issues and items examined therein. The Department's acceptance and subsequent dissemination of those document, whether by the Department or by EIS, shall serve to demonstrate the City's unconditional acceptance of all EIS-submitted work products.

At project commencement, the Department shall provide EIS with all Applicant-submitted studies to be considered in the preparation of the project's CEQA documentation. The Department shall provide EIS with a copy of the City's "Environmental Checklist Form." If no such form has been prepared, EIS will utilize the checklist format presented in Appendix G (Environmental Checklist Form) of the State CEQA Guidelines and limit its analysis to those environmental inquiries specifically outlined therein.

Based on our experience with other projects within the City, EIS has not included a cost estimate for any multi-copy publication of any of the documents identified herein or which may be subsequently added hereto. For the purpose of this proposal, it is assumed that all contracted documents will be provided to the Department in an electronic (pdf) format and that all production, reproduction, and document dissemination costs will be born directly by the City and/or by the Applicant.

Not-to-Exceed Cost Proposal

Presented below is an itemized cost estimate for those major tasks, tasks, and subtasks outlined herein. These costs represent a conservative estimate of the efforts required to prepare and process a MND for the proposed **Alderson Business Park** project. Should the City determine that a lesser scope of services is required, EIS will provide the Department with a modified work plan, including a corresponding reduction in this project's not-to-exceed cost.

All efforts undertaken in fulfillment of this work program will be invoiced on a time-and-materials and cost-plus basis in accordance with the rates and terms specified in EIS' Standard Rate Schedule, as presently herein. EIS shall be authorized to internally adjust individual line-item costs between individual work components, subject only to the limitation that invoiced costs shall not

Gustavo Romo, Director
California Environmental Quality Act Compliance
Alderson Business Park, Irwindale
January 5, 2016
Page 19

exceed the authorized contract amount. In addition, EIS reserves the right to annually modify its Standard Rate Schedule to reflect any additional costs that may be incurred in the provision of contracted consulting services. Any such modification shall not be deemed a contract revision.

EIS brings to the City and to the Applicant recent experience in successfully and efficiently entitling similar single and multi-tenant industrial development projects in the City, including projects located directly adjacent to and potentially affecting the City of Baldwin Park. That experience, in combination with an understanding of the City's policies and procedures, ensures that the proposed project's CEQA compliance obligations can be fulfilled within the shortest possible timeframe.

If you have any questions with regards to this proposal, please contact me at (949) 837-1195.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Lewandowski". The signature is written in a cursive, flowing style.

Peter Lewandowski
Principal

ENVIRONMENTAL IMPACT SCIENCES
STANDARD RATE SCHEDULE
 (January 1, 2016)

<u>Position</u>	<u>Rates</u>
Professional	
Principal	\$185.00
Senior Engineer	175.00
Senior Planner/Scientist.....	150.00
Associate Engineer	125.00
Associate Planner/Scientist.....	100.00
Planner/Scientist.....	85.00
Assistant Planner/Scientist.....	75.00
 Support	
Word Processor	65.00
Technician	50.00
Support Services	25.00

All direct costs will be billed at cost-plus-twenty (20) percent. Automobile mileage will be billed at \$0.575 per mile and travel time will be billed at the designated rate. All invoices are payable within thirty (30) days of receipt and, unless an alternative billing plan is specified, will be submitted monthly for all work in progress.

AGENDA REPORT

COUNCIL AGENDA
ITEM 4A

Date: January 13, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Subject: Approval of Proposed Use of CDBG Allocation for FY 2016-2017

JAN 13 2016

Recommendation:

That the City Council open the public hearing to receive public comments on the proposed use of the CDBG allocation for FY 2016-2017. Following conclusion of the public hearing the City Council should adopt the attached Resolution No. 2016-01-2815, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2016-2017 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," reading by title only and waving further reading thereof.

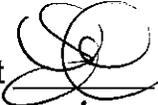
Analysis:

The CDBG Program is funded directly by the federal government's Department of Housing and Urban Development (HUD), whose objectives include the development of suitable living environments. The amount of the CDBG grant to each participating city is allocated based upon population. Due to the City of Irwindale's very low population, its annual CDBG allocations are relatively low. In Fiscal Year 2016-2017, the CDBG grant allocation is estimated at \$9,300.

Public Works is proposing to use the CDBG grant for sidewalk and access ramp improvements to comply with American Disability Act (ADA) requirements. These improvements will provide adequate access to disabled persons, including those dependent upon wheelchair transportation consistent with the American Disabilities Act.

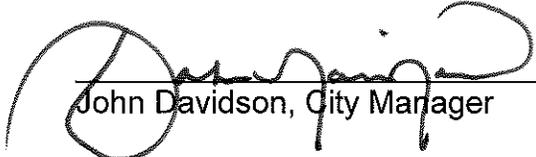
Fiscal Impact:

The use of CDBG funds will avoid the need to use General Fund monies for these required public improvements. The FY 2016-17 allocation of \$9,300 is federal funds that will be appropriated as part of the budget process for the FY 2016-17 Annual Budget.

Fiscal Impact  (Initial of CFO) None

Legal Impact  (Initial of Legal Counsel) None.

Contact person: Eva Carreon, Director of Finance (626) 430-2221


John Davidson, City Manager

Attachment

RESOLUTION NO. 2016-01-2815

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PROPOSED USE OF THE CITY'S FISCAL
YEAR 2016-2017 LOS ANGELES URBAN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT ALLOCATION**

WHEREAS, the City of Irwindale's CDBG allocation from the County of Los Angeles for Fiscal Year 2016-2017 is estimated to be \$9,300 ("CDBG Allocation"); and

WHEREAS, no more than 15% of the City's CDBG Allocation may be used for public services; and

WHEREAS, the City desires to optimally apply the limited-use grant monies with minimal corresponding administrative burdens; and

WHEREAS, the City must comply with federal requirements including procurement standards and submittal of quarterly reports in order to qualify for and receive the CDBG Allocation; and

WHEREAS, the City's CDBG Allocation is eligible to pay for the cost of access ramps and sidewalk improvement for handicapped persons; and

WHEREAS, there is a need to provide access ramps and repair sidewalks in the community in accordance with American Disabilities Act ("ADA") in order to improve mobility of disabled persons including those dependent upon wheelchair transportation; and

WHEREAS, the proposed project would benefit handicapped persons and thereby meet one of the national objectives for the use of CDBG allocation; and

WHEREAS, the City of Irwindale has held a duly noticed public hearing on the proposed disposition of the City's Allocation.

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

1. The City Council hereby approves the proposed use of the City of Irwindale Fiscal Year 2016-2017 CDBG allocation of \$9,300 from the Los Angeles County Community Block Grant Program to fund the cost of access ramps and sidewalk repair to improve the mobility of disabled persons.
2. The City Council hereby authorizes the City Manager and the Director of Finance to take all actions and execute all documents

- necessary to secure the CDBG allocation from the County and apply the allocation to the described project as provided for herein
3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 13th day of January 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura Nieto
Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-01-2815 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of January 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Deputy City Clerk

AGENDA REPORT

JAN 13 2016

Date: January 13, 2016

To: Honorable Mayor and Council Members

From: John Davidson, City Manager

Issue: Tentative Parcel Map No. 72834 – Subdivision of one (1) parcel into three (3) parcels at 4618 Nora Avenue (APN 8417-002-928)

City Manager's Recommendation:

That the City Council adopt the attached Resolution No. 2016-02-2816, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING TENTATIVE PARCEL MAP NO. 72834, TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO THREE (3) PARCELS ON PROPERTY LOCATED AT 4618 NORA AVENUE IN THE A-1 (AGRICULTURAL) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE SUBDIVISION TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT."

Background:

Planning Commission

The Planning Commission adopted Resolution No. 665(15) at their December 16, 2015 Meeting recommending that the City Council approve the proposed Tentative Parcel Map with the attendant Conditions of Approval.

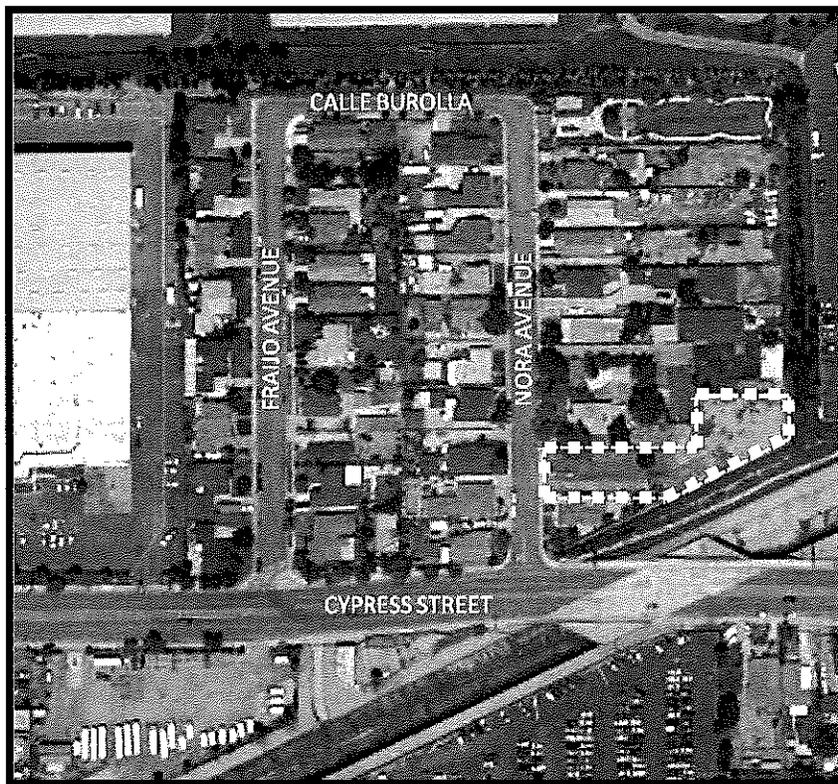
Public Hearing Notice

The required legal notice for the public hearing on the proposed Tentative Parcel Map was posted at City Hall, the Irwindale Library, and the US Post Office on December 28, 2015 and mailed to property owners within the required 500' radius.

Request, Location, and Site History:

This request is for a Tentative Parcel Map to subdivide an existing parcel into three (3) parcels for residential use. The existing parcel, which is currently vacant, has a total area of approximately 21,612 square feet (0.49± acres). Each of the new parcels will be developed with a single-family house.

The site was previously occupied by substandard buildings and trailers. On January 7, 1998, a site inspection revealed that the all of the buildings had been demolished and removed. The site has been vacant since.



In 2014, Lot Line Adjustment No. 01-2014 was approved, which modified the northern property line shared with 4622 Nora Avenue. This increased the width of the subject property and changed its shape to create better potential lot configurations. This adjustment did not change the original lot size.

On July 15, 2015, the Planning Commission continued this item to the September 16, 2015 meeting at the request of the Public Works Department due to additional analysis that was needed regarding a dedicated utility maintenance easement. However, before continuing the item, the public hearing was opened and questions and concerns about the proposed project were received from concerned neighbors. As a result, the Irwindale Housing Authority held a community meeting on August 3, 2015 with staff, the applicant and the community. The density and proposed height of the houses were primary concerns. The project was redesigned to a single-story, three-lot subdivision and brought to the September 16, 2015 meeting but no action was taken due to lack of quorum. Therefore, this item was once again duly continued to the Planning Commission's meeting of December 16, 2015, at which time the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and recommended that the City Council approve the Tentative Parcel Map, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

Historical Environmental Data

On December 27, 2007, in accordance with the County of Los Angeles Department of Public Works (LACDPW) Permit No. 550141, HVN Environmental Service Co., Inc.

removed one (1) – 1,000 gallon single-wall steel gasoline underground tank, associated piping and dispenser. The tank was installed in 1970, used until 1986 and unused ever since.¹

Arsenic impacted soil was identified in the area of a wall/berm feature located on the eastern portion of the site. In March 2010, Converse Consultants completed the removal of approximately 80 tons of arsenic impacted soil from the above-mentioned area to depths between 2.5 and 3 feet below ground surface (bgs). Additional assessments and excavations were completed during 2010 and 2011.²

Based on the results of the remedial activities, Converse has reached the following conclusions and recommendations:

1. Arsenic has been removed to an acceptable level for redevelopment of the property. The average arsenic concentration in soils remaining onsite is estimated to be approximately 10 mg/kg, which is less than the cleanup goal of 12 mg/kg.
2. All other reported metals in the soil samples were below their respective health-risk based RSL and CHHSL values.
3. TPH was not reported in any of the confirmation samples analyzed, and concentrations of TPH in soils remaining onsite are below their respective MSSL values.
4. VOCs were not reported in any of the soil samples analyzed, and concentrations in the soil vapor samples are below their respective established CHHSL values.

Based on the conclusions outlined above, the impacted soils identified at the site have been appropriately removed and the removal action objectives of the Workplan have been achieved. Therefore, no further remedial actions appear warranted at the site.³

Following excavation of the arsenic-impacted soils, the excavation was backfilled with imported soil. The imported soil was obtained from an Irwindale quarry located at the north end of Irwindale Boulevard in Irwindale, California. The import soil was sampled in general accordance with the DTSC Advisory on Clean Imported Fill Material prior to being transported to the Site.⁴

Abbreviations

BGS = Below Ground Surface

mg/kg = Milligrams per Kilogram

CHHSL-r = California Human Health Screening Levels for Residential Soils

DTSC = Department of Toxic Substances Control

¹Underground Tank Closure Report, prepared by HVN Environmental Service Co., Inc. Dated January 4, 2003

²Remedial Action Plan, prepared by Converse Consultants. Dated July 18, 2011

³Soil Remediation Report, prepared by Converse Consultants. Dated December 30, 2011

⁴Soil Remediation Report, prepared by Converse Consultants. Dated December 30, 2011

MSSL = Maximum Soil Screening Levels
 RSL-r = Regional Screening Levels for Residential Soils
 TPH = Total Petroleum Hydrocarbons
 VOC = Volatile Organic Compounds

Analysis:

GENERAL PLAN AND ZONING

The site is designated in the General Plan as Residential. The property is currently zoned A-1 (Agricultural), which allows for single-family residential development.

The site is surrounded by the following zones and uses:

Direction	Existing Land Use	Zoning District
North	Single-Family Homes	A-1, Agricultural
South	Single-Family Homes/Big Dalton Wash	A-1, Agricultural
East	Industrial Tilt-Up Buildings/Big Dalton Wash	M-1, Light Manufacturing
West	Single-Family Homes	A-1, Agricultural

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15332 (Class 32; Infill Land Development), which exempts the division of property in urbanized areas that are less than five (5) acres in size. The subject property to be subdivided is only 0.49± acres in size.

PROJECT DESCRIPTION

The City of Irwindale Housing Authority and IMD Enterprises, LLC are developing single-family housing units through the subdivision of individual parcels and construction of new homes on existing infill lots. This comprehensive development will be known as "Mayans Housing Project." Each subdivision project will be presented separately to the Planning Commission and then City Council for consideration. Of the 10 proposed sites to be developed, four consist of subdivisions, which require Planning Commission and City Council approvals. This project represents the last of the subdivisions to come before the Planning Commission and City Council for action.

New Home Construction	Number of Units
4618 Nora Avenue	3 (Tentative Parcel Map No. 72834)
4804 Irwindale Avenue	8 (Tentative Tract Map No. 72835)
5130 Irwindale Avenue	1
15848 Juarez Street	2 (Tentative Parcel Map No. 72832)
15808 Hidalgo Street	2 (Tentative Parcel Map No. 72381)
15821 Hidalgo Street	1
Rehab Homes	
4655 Fraijo Avenue	1
16046 Peppertree Lane	1
16161 Peppertree Lane	1

This particular subdivision pertains only to the site at 4618 Nora Avenue, a proposed three (3) parcel subdivision.

In accordance with a Disposition and Development Agreement (DDA) entered into by the Irwindale Housing Authority and the applicant on December 18, 2013 to develop affordable housing, IMD Enterprises is required to provide 100% of the homes as affordable units at the following income levels: four (4) or 19% extremely low income, six (6) or 29% very low income, five (5) or 23% low income and six (6) or 29% at moderate income. All of the proposed units in these developments fall into one of these categories, thus making the entire project affordable.

Pursuant to Government Code Section 65915(b)(1) "A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and incentives or concessions, as described in subdivision (d), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section..."

For this project, the City is providing the land and the applicant, IMD Enterprises, LLC, is developing the housing. The applicant is requesting a concession for three (3) development standards (lot size, front setback, and rear setback), as shown in ***bold italics*** in the table below:

Development Standard	Minimum Requirement	Parcel 1	Parcel 2	Parcel 3
Lot Size Net (sf)	5,000	<i>4,774</i>	5,423	5,599
Lot Size Gross (sf)	5,000	7,712	8,302	5,599
Lot Width (ft)	50	57.51	57.51	115.70
Lot Depth (ft)	N/A	134.43	61.62 – 95.35	63.09 – 95.35
Net Lot Coverage (%)	40	31	32	36
Front Setback (ft)	20	25	41.07	<i>6.6</i>
Rear Setback (ft)	15	38.92	21.10	<i>8.16</i>
Side Setbacks (ft)	5	5 – 22.5	5 – 23.8	5 – 5.1

With the inclusion of the concessions, each proposed lot would be considered a legal lot creation and would not be considered non-conforming. There are also other subdivisions nearby that were approved under the same type of concessions.

FLOOR PLANS/ELEVATIONS

There are currently three (3) proposed floor plans and elevation combinations as shown in Table 4 below. This proposal will be using Plan 3-A or 3-B.

Summary	Plan 4	Plan 5	Plan 6
Living Area (sf)	1,450	1,450	1,450
Garage (sf)	426	426	426

Porch (sf)	50	77	55
Bedrooms	3	3	3
Bathrooms	2	2	2
Height	16'-6"/Single-story	16'-6"/Single-story	16'-6"/Single-story

FINDINGS

On December 16, 2015, the Planning Commission, at its duly-notice public hearing, made each of the following required findings and recommended that the City Council approve the request for the Tentative Parcel Map:

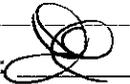
1. The proposed Application for the subdivision is consistent with the City's General Plan Land Use Designation (Residential), the State Subdivision Map Act, the Zoning Designation and applicable development standards of the A-1 (Agricultural) zone. The concessions for reduced lot size and setback are within the authority of Government Code 65915(b)(1).
2. The subdivision is physically suitable for the proposed type of single-family residential development, as established in the Zoning Code.
3. The subdivision is physically suited for the type of parcel density. The lots will vary from 4,774 to 5,599 net square feet pursuant to Government Code 65915(b)(1), allowing concessions for reduced lot size and setback compared to the otherwise applicable development standards of a minimum 5,000 square foot lot area.
4. The design or proposed improvements of the subdivision will not cause any substantial environmental damage or substantially injure fish, wildlife, or their habitats, or cause serious public health problems in that the Application will create three (3) parcels from one (1) parcel in an area that has been planned for residential uses. The subdivision is located in an urbanized area and is not the habitat of fish or wildlife.
5. The proposed Application for the subdivision and proposed improvements will not conflict with public easements for access through, or use of, property within the site, as public streets are provided that will efficiently carry both pedestrian and vehicular traffic throughout each of the proposed subdivided lots.
6. The design of the proposed Application for the subdivision and the type of improvements are not likely to cause serious public health problems because the existing uses will not be changed by the approval of the Application. Currently, the lot is vacant. Accordingly, there would be no public health impacts by approval of this Application as the impacted soils identified at the site have been appropriately removed.
7. The subdivision is adequate in size, shape, topography, location, utilities and other factors to accommodate the proposed subdivision because the proposed subdivided lots comply with the City's minimum development standards and can

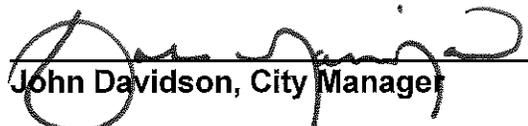
readily connect to existing utilities in the area. The concessions for reduced lot size and setback are within the authority of Government Code 65915(b)(1).

8. Adequate street access and traffic capacity are available to serve the subdivision, as well as existing and anticipated development in the surrounding area. Currently, the lot is vacant. The Application will not physically alter or intensify these uses, increase traffic or affect street access. The proposed lots will be consistent with the existing neighborhood of single-family homes.
9. Adequate utilities and public services are available to serve the proposed subdivision, as well as existing and anticipated development in the surrounding area. Currently, the lot is vacant. The Application will not physically alter or intensify these uses or require additional public services.
10. In accordance with Government Code section 66412.3, approval of this Application shall not intensify the public service needs of residents or impact available fiscal and environmental resources because the previous uses of the property was residential and the creation of three (3) residential lots will not create an impact.

Fiscal Impact:

Staff has reviewed the project and does not anticipate any foreseeable impact on the City's General Fund. Funds for the construction of the housing units were appropriated by the Housing Authority when the DDA was approved on December 18, 2013.

Fiscal Impact:  _____	(Initial of CFO)
Legal Impact: _____	(Initial of Legal Counsel)
Contact Person:	Gustavo Romo, Community Development Director 626-430-2206 Gromo@ci.irwindale.ca.us



John Davidson, City Manager

Attachments:

- Exhibit A: Resolution No. 2016-02-2816 with Conditions of Approval
- Exhibit B: Tentative Parcel Map No. 72834 & Site Plan/Conceptual Grading
- Exhibit C: Floor Plans/Elevations (for reference purposes only)

RESOLUTION NO. 2016-02-2816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING TENTATIVE PARCEL MAP NO. 72834, TO ALLOW THE SUBDIVISION OF ONE (1) PARCEL INTO THREE (3) PARCELS ON PROPERTY LOCATED AT 4618 NORA AVENUE IN THE A-1 (AGRICULTURAL) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE SUBDIVISION TO BE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. RECITALS.

- (i) Stephen Romero (IMD Enterprises, LLC), 22343 La Palma Avenue, Ste. 132, Yorba Linda, CA 92887, the Applicant, has made a request for a Tentative Parcel Map, pursuant to Title 16 of the Irwindale Municipal Code (IMC), to allow the subdivision of one (1) parcel into four (4) parcels on property located at 4618 Nora Avenue ("Subdivision").
- (ii) The property is zoned A-1 (Agricultural). Hereinafter in this Resolution, the subject Tentative Parcel Map shall be referred to as the "Application."
- (iii) On July 15, 2015, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, took testimony on the Application, and continued the public hearing to the September 16, 2015 Planning Commission Meeting.
- (iv) On August 3, 2015, the Irwindale Housing Authority held a community meeting. The density and proposed height of the houses were primary concerns. As a result, the project was redesigned to a single-story, three-lot subdivision.
- (v) On September 16, 2015, the Planning Commission conducted a duly noticed public hearing but no action was taken due to lack of quorum. Therefore, the project was continued to a date uncertain, at which time it was determined the project would be re-noticed.
- (vi) On December 16, 2015, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, closed the public hearing and recommended that the City Council approve the Tentative Parcel Map, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (vii) On January 13, 2016, the City Council conducted a duly noticed public hearing, as required by law, on the Application, which time they received input from staff, the City Attorney, and the Applicant; heard public

testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved this Resolution.

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

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission 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.

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

- a. The proposed Application for the subdivision is consistent with the City's General Plan Land Use Designation (Residential), the State Subdivision Map Act, the Zoning Designation and applicable development standards of the A-1 (Agricultural) zone. The concessions for reduced lot size, front yard setback, and rear yard setback are within the authority of Government Code 65915(b)(1).
- b. The subdivision is physically suitable for the proposed type of single-family residential development, as established in the Zoning Code.
- c. The subdivision is physically suited for the type of parcel density. The lots will vary from 4,774 to 5,599 net square feet pursuant to Government Code 65915(b)(1), allowing concessions for reduced lot size and setback compared to the otherwise applicable development standards of a minimum 5,000 square foot lot area..
- d. The design or proposed improvements of the subdivision will not cause any substantial environmental damage or substantially injure fish, wildlife, or their habitats, or cause serious public health problems in that the Application will create three (3) parcels from one (1) parcel in an area that has been planned for residential uses. The subdivision is located in an urbanized area and is not the habitat of fish or wildlife.
- e. The proposed Application for the subdivision and proposed improvements will not conflict with public easements for access through, or use of, property within the site, as public streets are provided that will efficiently carry both pedestrian and vehicular traffic throughout each of the proposed subdivided lots.

- f. The design of the proposed Application for the subdivision and the type of improvements are not likely to cause serious public health problems because the existing uses will not be changed by the approval of the Application. Currently, the lot is vacant. Accordingly, there would be no public health impacts by approval of this Application as the impacted soils identified at the site have been appropriately removed.
- g. The subdivision is adequate in size, shape, topography, location, utilities and other factors to accommodate the proposed subdivision because the proposed subdivided lots comply with the City's minimum development standards and can readily connect to existing utilities in the area. The concessions for reduced lot size and setback are within the authority of Government Code 65915(b)(1).
- h. Adequate street access and traffic capacity are available to serve the subdivision, as well as existing and anticipated development in the surrounding area. Currently, the lot is vacant. The Application will not physically alter or intensify these uses, increase traffic or affect street access. The proposed lots will be consistent with the existing neighborhood of single-family homes.
- i. Adequate utilities and public services are available to serve the proposed subdivision, as well as existing and anticipated development in the surrounding area. Currently, the lot is vacant. The Application will not physically alter or intensify these uses or require additional public services.
- j. In accordance with Government Code section 66412.3, approval of this Application shall not intensify the public service needs of residents or impact available fiscal and environmental resources because the previous uses of the property was residential and the creation of three (3) residential lots will not create an impact.

3. In accordance with Government Code 65915(b)(1), the lot sizes are authorized to be 4,774 to 5,599 net square feet, front setbacks are authorized to be 6.6', and rear setbacks are authorized to be 8.16'.

4. The City Council hereby specifically finds and determines that, in accordance with the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, and guidelines promulgated thereunder; this Application is exempt from the California Environmental Quality Act (CEQA), pursuant to Categorical Exemption Class 32 (Infill Land Development), Section 15332 of the CEQA Guidelines.

5. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application and by this reference

incorporates conditions that 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 Chapters 16 and 17 of the Irwindale Municipal Code.

6. The Deputy City Clerk 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 13th day of January 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, CMC, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-02-2816 was adopted at a regular meeting of the City Council of the City of Irwindale held on the 13th day of January 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2016-02-2816

Tentative Parcel Map No. 72834
Stephen Romero
IMD Enterprises, LLC
22343 La Palma Avenue, Ste. 132
Yorba Linda, CA 92887

FINAL CONDITIONS OF APPROVAL

A. GENERAL CONDITIONS:

1. The Applicant shall agree and consent, in writing, to each and every Tentative Parcel Map approval set forth herein within twenty (20) days from the adoption of this Resolution by the Planning Commission approving the Tentative Parcel Map.
2. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building Department for review and approval prior to the issuance of Building Permits.
3. All graffiti shall be adequately and completely removed or painted over to match the surface within 48 hours of such graffiti being affixed on any structure or fence at the proposed subdivision.
4. The Tentative Parcel Map may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations or standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.80.140 "Revocation".
5. City inspectors shall have access to the site to reasonably inspect the proposed subdivision during normal working hours to assure compliance with these conditions and other codes.
6. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.
7. All appropriate practices shall be adopted to control dust, odor and vermin.
8. Upon receipt of a complaint related to any condition of approval imposed by this Tentative Parcel Map, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.

9. The proposed subdivision shall be maintained free and clear of any accumulations of trash, debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Tentative Parcel Map.
10. The use and improvements authorized by the Tentative Parcel Map shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification as determined by the Director of Community Development shall require the prior approval of the Planning Commission or City Council, as applicable.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. This Tentative Parcel Map is for the subdivision of one (1) parcel into three (3), as shown on the Tentative Parcel Map dated January 6, 2016, located at 4618 Nora Avenue, Irwindale, CA 91706.
2. This Tentative Parcel Map shall expire two (2) years after approval by the City of Irwindale City Council. Upon receipt of written request for extension, the granting body, upon good cause shown by the Applicant, may extend the time limitations imposed by Section 66452.11 "One Time Map Extension" of the 2015 Subdivision Map Act for a period not to exceed two (2) years.
3. The Final Conditions of Approval shall be recorded with the Parcel Map.
4. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map No. 72834. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
5. The Applicant shall be required to submit plans for future development to the Community Development Department.
6. The front yards of each lot shall be landscaped, subject to the review and approval of the Director of Community Development. A minimum 24-inch box tree shall be included as part of the front yard landscaping, subject to the review and approval of the Director of Community Development.
7. All mechanical equipment such as gas meters, electrical meters, electrical transformers (those not owned by the public utility) or other obstructions will be located either underground or within a designated area built directly into a building and screened with a cabinet door. The location of said

utilities/equipment shall be shown in the Site Plan and subject to the approval of the Director of Community Development.

8. Each of the lots with proposed dwelling units shall have a side property line with a 6'-0" high wooden gate, subject to review and approval by the Community Development Department. The existing block wall shall be replaced and/or repaired as determined by a pre-construction site inspection.
9. All proposed block walls shall be decorative and/or match the existing block walls.
10. No wall or fence located within the required front yard setback shall exceed 36 inches in height. Reverse corner lots shall be reviewed on a case-by-case basis.
11. All requirements, specification and restrictions of the Disposition and Development Agreement (DDA), entered into by the City of Irwindale Housing Authority and IMD Enterprises, LLC shall be complied with.
12. The proposed single-family dwelling units shall be "Green Point Rated."

C. PUBLIC WORKS DEPARTMENT

1. All matters and improvements shall be consistent with City ordinances, standards, and procedures including Engineering procedures and standards, water company standards, and irrigation and planting standards. The developer is responsible for checking with the staff for clarification of these standards.

Public Improvements

2. The driveway serving parcels No. 1, 2 and 3 shall be 20 feet in width to serve as fire lane access roadway and shall have all fire lane and curb parking striping and signage as required by the Fire Department. All driveways shall be constructed in accordance with City Standards and shall meet ADA Standards.
3. No parking signs and or markings shall be provided on both sides of Nora Avenue to support the turning radius for fire apparatus on to the driveway of the parcel map. These improvements shall be design by the developer and be subject to the approval of Public Works Director/City Engineer.
4. The developer shall dedicate a public right of way easement for sidewalk and driveway on the frontage of parcel 1.

Grading and Drainage

5. A grading and drainage plan shall be prepared and submitted to the City for review and approval. The grading plan shall include the topography of all

contiguous properties and streets and shall provide for the methods of drainage in accordance with all applicable City and County standards. Retaining walls and other protective measures may be required.

6. The catch basin located on Nora Avenue on the frontage of parcel 1 shall be adjusted to driveway grade and a bicycle approved grate shall be installed meeting the required capacity and subject to the approval of Public Works Director/City Engineer.
7. The 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 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 developer can obtain the current application packet by contacting the SWRCB, Division of Water Quality, at (916) 657-1977 or by downloading the forms from their website at <http://www.swrcb.ca.gov/stormwtr/construction.html>. The project shall also conform to 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. 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.
8. Obtain approval from the Los Angeles Department of Public Works for any storm drain connection to any County owned Storm Drain System.

Sewers

9. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer.
10. The developer shall dedicate a 20-foot wide access roadway and utility easement that will serve the three parcels.

Water

11. Sufficient water supply shall be provided and written proof from the water provider shall be submitted to the Public Works Director/City Engineer for verification. Further, water connections shall not cross adjacent properties without a utility easement.

Final Parcel Map

12. Final parcel map shall be prepared and submitted to the Public Works Department for processing. The applicant shall be responsible for all fees associated with the processing of the final map. Applicant shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.
13. The 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 Public Works Director/City Engineer's approval.
14. The easements mentioned above shall be shown on the Final Map.
15. The developer shall provide at no cost to the City, one mylar print of the recorded tract map from the County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802-1460.

Building and Safety

16. Building permits shall be prepared and submitted to the Building and Safety Division and all construction shall be in compliance with the Irwindale Building Code and all applicable regulations.

Miscellaneous

17. That upon completion of public improvements constructed by developers, the developer's civil engineer shall submit mylar record drawings and AutoCAD V.2007 drawing files to the office of the City Engineer.

D. FIRE DEPARTMENT

Access

1. Fire Department apparatus access shall be extended to within 150 feet of all portions of the exterior walls of any future buildings or structures.
2. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires all weather access.
3. All future buildings shall provide approved address numbers. Compliance required prior to occupancy to the satisfaction of the City of Irwindale, Public Works and the County of Los Angeles Fire Code.

4. Provide a minimum unobstructed width of 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, 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, as measured by an approved route around the exterior of the building. Fire Code 503.1.1 & 503.2.1.
5. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved Fire Department turnaround. Fire Code 503.2.5
6. The Final Map shall be submitted to our office for review and approval prior recordation.
7. Fire Department vehicular access roads must be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4.

Water

8. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal.
9. The required fire flow for the public fire hydrants on this residential development is 1250 gallons per minute at 20 psi for a duration of 2 hours, over and above maximum daily domestic demand.
10. Verify and flow one existing public fire hydrant at the intersection of Nora Ave. and Cypress Street.
11. Install one-site fire hydrant. The required on-site fire hydrant shall be installed, tested and approved prior to building occupancy. Fire Code 901.5.1 (See attached map for location).
12. Plans showing underground piping for private on-site fire hydrants shall be submitted to the Sprinkler Plan Check Unit for review and approval prior to installation. Fire Code 901.2, County of Los Angeles Fire Department Regulation 7.
13. Approved Automatic Sprinkler Systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 through 903.2.12 of the County of Los Angeles Fire Code.
14. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.
15. This project will require an additional review by the Fire Prevention Engineering Unit during the Building Plan Check phase.

AGENDA REPORT

COUNCIL AGENDA
ITEM 4C

Date: January 13, 2016

JAN 13 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: Zoning Ordinance Amendment No. 01-2015, to adopt An Ordinance of The City Council of the City of Irwindale to Add Chapter 17.110 to Title 17 of the Irwindale Municipal Code to Prohibit the Establishment of Medical Marijuana Dispensaries and to Further Prohibit Marijuana Cultivation and Mobile Marijuana Dispensaries Citywide, Amend and Add Definitions in Chapter 17.08 of Title 17 of the Irwindale Municipal Code, and to Repeal Section 17.32.015 of Chapter 17.32 of Title 17 of the Irwindale Municipal Code to Delete Duplicative Provisions

City Manager's Recommendation:

That the City Council introduce and conduct first reading of the attached Ordinance No. 700 entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.110 TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES AND TO FURTHER PROHIBIT MARIJUANA CULTIVATION AND MOBILE MARIJUANA DISPENSARIES CITYWIDE, AMENDING AND ADDING DEFINITIONS IN CHAPTER 17.08 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, AND REPEALING SECTION 17.32.015 OF CHAPTER 17.32 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO DELETE DUPLICATIVE PROVISIONS."

Background:

In 2008, the City approved Ordinance No. 624 establishing the prohibition of medical marijuana dispensaries. On May 13, 2015, the City Council of the City of Irwindale adopted a temporary moratorium on the commercial and industrial cultivation, processing and distribution of medical marijuana in all non-residential zones pending the completion of studies and the preparation of an update to the City's Zoning Code by adopting Interim Urgency Ordinance No. 691. On June 24, 2015, the City Council of the City of Irwindale adopted an extension of a temporary moratorium on the commercial and industrial cultivation, processing and distribution of Medical marijuana in all nonresidential zones pending completion of studies and the preparation of an update to the City's Zoning Code, established by Interim Urgency Ordinance No. 691 pursuant to section 65858(d) of the California Government Code.

Recently, the State legislature enacted the Medical Marijuana Regulation and Safety Act ("MMRSA") to establish a statewide regulatory system for the licensing and operation of cultivation, processing, transportation, testing, distribution, and use of medical marijuana. The MMRSA consists of three bills: AB 266, AB 243 and SB 643.

Among other things, these bills create a dual licensing system (described herein) which allows the State to govern aspects of the operation such as cultivation and mobile delivery unless the City adopts land use regulations prohibiting or allowing these activities or uses.

In keeping with the City's existing land use regulations – which prohibit medical marijuana dispensaries – the proposed zone change will also prohibit cultivation of marijuana and/or medical marijuana and prohibit the establishment of mobile delivery services by the dispensaries.

Proposal:

Prior Medical Marijuana Regulations

In 1996, California voters adopted the Compassionate Use Act (“CUA”) as a ballot initiative, codified at Health and Safety Code section 11362.5. The CUA provides a limited defense from prosecution for cultivation and possession of marijuana. (*City of Claremont v. Kruse* (2009) 177 Cal.App.4th 1153).

In 2004, California Senate Bill (SB) 420 went into effect. SB 420 was enacted by the Legislature to clarify the scope of the CUA and to allow California cities and counties to adopt and enforce rules and regulations consistent with SB 420 and the CUA. These new regulations and rules became known as the Medical Marijuana Program (“MMP”), which among other things, enhanced the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects.

The California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes. (*City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729; *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975.) Rather, the statutes set up limited defenses to state criminal prosecution. The manufacture, distribution, or possession of marijuana remains unlawful and a federal crime under the Federal Controlled Substance Act (21 U.S.C. §§ 812, 841, 844).

In 2013, the California Supreme Court found that the CUA and MMP *do not* preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries. (*City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729 [affirmed authority of cities to prohibit the operation of medical marijuana dispensaries within their jurisdiction through land use laws]; *see also, Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, 978 [state law does “not preempt a city's police power to prohibit the cultivation of all marijuana within that city”].)

New Marijuana Regulations – the Medical Marijuana Regulation and Safety Act

In September of 2015, the State legislature enacted, and the Governor signed into law, three (3) bills – AB 243, AB 266 and SB 643¹ – which together form the Medical Marijuana Regulation and Safety Act (the "Act"). The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis. The statewide regulatory scheme is headed by the Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs. The Department of Food and Agriculture will be responsible for regulating cultivation; the Department of Public Health for developing standards for manufacture, testing, and production and labeling of edibles; the Department of Pesticide Regulation for developing pesticide standards; and the Departments of Fish and Wildlife and State Water Board for protecting water quality.

Analysis:

Dual Licensing System

Although the Bureau of Medical Marijuana Regulation will issue the State licenses, the MMRSA provides for a system of dual licensing with the city or counties in which the business is located. Within approximately two years, all cultivation and distribution of medical marijuana will require one of seventeen different *state* licenses. The licenses will be valid for one year and must be renewed annually².

However, the new laws maintain the authority of local agencies to prohibit, regulate and/or license medicinal marijuana uses within their jurisdiction. The MMRSA expressly provides that it is not intended "to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements." (New Bus. & Prof. Code § 19315.) That is accomplished, in part, by the requirement that before one of the new medical marijuana state licenses will be issued, an applicant must have obtained a *local* license/permit for medical marijuana cultivation or distribution.

Pursuant to the following new statutes, local jurisdictions effectively will have a "veto" over whether a state license can be issued:

(1) Business & Professions § 19320(b): "A licensee shall not commence [commercial cannabis] activity under the authority of a state license *until the applicant has obtained, in addition to the state license, a license or permit from the local jurisdiction in which he or she proposes to operate, following the requirements of the applicable local ordinance.*"

(2) Health & Safety Code § 11362.777(b): "A person shall not cultivate medical marijuana without first obtaining . . . A license, permit, or other

¹ Generally, AB 266 addresses dispensaries and overall licensing, AB 243 addresses cultivation and the environment (cultivation pollution and water issues), and SB 643 addresses physicians and taxes.

² A State license will not be required for individual medical use and cultivation, or the provision of medical marijuana by a "caregiver" to no more than five "patients."

entitlement, specifically permitting cultivation pursuant to these provisions, *from the city. . . in which the cultivation will occur.*”

(3) Business & Professions Code § 19316: “[Local jurisdictions] may adopt ordinances that establish additional standards, requirements, and regulations for local licenses and permits for commercial cannabis activity.”

(4) Business & Professions Code § 19320(b): “Revocation of a local license, permit or authorization *shall terminate the ability of a medical cannabis business to operate within that local jurisdiction. . . .*”

(5) Business & Professions Code § 19312: “Each licensing authority may suspend or revoke licenses. . . .”

The new regulatory regime is akin to the need to secure an alcohol license before serving alcohol - yet with local control over issuance of medical marijuana licenses. For example, the City of Fresno expressly prohibits all cultivation. Because of those local prohibitions, people in Fresno will be ineligible for the necessary state cultivation licenses. Similarly, if the municipal code text amendments described herein are adopted, the same will be true in the City of Irwindale.

Time-Sensitive Cultivation Regulation

Some of the new laws created by the MMRSA will take effect on January 1, 2016. After that, the State will need several months (probably at least a year) to set up the necessary agencies, information systems, and regulations to actually begin issuing licenses. It is expected that state licenses (if not preempted by local government regulations) will start being issued on January 1, 2018. In the interim, local governments may choose to adopt new ordinances to permit or license local businesses in preparation for State licensing – most of which are not time sensitive.

The issue of cultivation regulations, however, is time sensitive. The MMRSA, as currently written provides that ***if a city does not have cultivation regulations or a prohibition in place by March 1, 2016, then when the State begins issuing cultivation licenses (likely in 2018) an individual in that city can skip the need to first secure a local license/permit and apply directly for a state cultivation license.***

Specifically, new Health & Safety Code § 11362.777(c)(4) provides in part that:

“If a city. . . does not have land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under principles of permissive zoning, or chooses not to administer a conditional permit program pursuant to this section, then commencing March 1, 2016, the division shall be the sole licensing authority for medical marijuana cultivation applicants in that city”

Summary of City Ordinance & Recommended Amendments

The City of Irwindale currently has an express prohibition on the establishment of medicinal marijuana dispensaries, both fixed and mobile, in all zones throughout the City. This prohibition is codified in the City's Zoning Code at section 17.32.015 (the "Ordinance"). As the City has this existing regulation, it will not be affected by many of the changes created by the Act.

The primary issues of concern for the City relate to the following two areas of the law, which are addressed in the proposed amendments to the Ordinance, along with other miscellaneous "tweaks" and clarifications:

(1) Marijuana Cultivation.

The City currently has a local cultivation ban. The Interim Urgency Ordinance was adopted on May 13, 2015, and extended for a period of 10 months and 15 days per Interim Urgency Ordinance No. 694. The Act contains new regulations for the cultivation of medical marijuana, which will go into effect on March 1, 2016 unless the City exercises its authority under the Act to expressly prohibit cultivation if they do so prior to that date.

Should the City seek to also maintain local control over cultivation, the City Attorney's office prepared amendments to the Ordinance prohibiting the "cultivation of marijuana and medical marijuana" citywide.

(2) Mobile Delivery of Marijuana.

Mobile dispensaries are currently prohibited under the Ordinance. (See, IMC § 17.32.015.) However, this prohibition merits clarification to accord with the new state regulatory scheme – which has created separate regulations for marijuana dispensaries and mobile delivery of marijuana.

Accordingly, the City Attorney's office has also prepared amendments to the Ordinance which clarify the separate definitions for these uses and confirm that the mobile delivery of marijuana and/or medical marijuana within the City are also prohibited. It should be noted that transportation of marijuana through the City is still allowed by State regulation and cannot be banned through local ordinance.

The proposed amendments prohibiting the mobile delivery of marijuana and/or medical marijuana dispensaries, and prohibiting cultivation of same within the City limits are consistent with the existing language of Section 17.32.015 prohibiting medical marijuana dispensaries. Further, it is recognized that the use or possession of marijuana is a federal violation under the Controlled Substances Act and is classified as a "Schedule I Drug" which is defined as a drug or other substance that has a high potential for abuse. Furthermore, the Federal Controlled Substance Act makes it unlawful for any person to cultivate or dispense marijuana. The Controlled Substance Act contains no statutory exemption for the possession of marijuana for medical purposes.

Finally, it should be noted that the City is a “permissive zoning” jurisdiction, meaning the City’s Zoning Ordinance lists all permitted uses, and a particular use that is not listed as permitted is prohibited. Accordingly, it should be self-evident that because marijuana cultivation and mobile delivery are not listed as permitted uses, they are prohibited. That said, given that the language of the MMRSA provides requires a codified “land use regulation or ordinance” (as to cultivation) and or “express ban” (as to mobile delivery) to be effective, in an abundance of caution, it is recommended that the City adopt express prohibitions as to these two issues. This is further advisable in light of the fact that the City already has existing dispensary regulations – which lend to an argument that it did not intend to prohibit these additional uses unless it included them in its medicinal marijuana regulations, as is accomplished by the proposed amendments.

PLANNING COMMISSION ACTION

At the December 16, 2015 Planning Commission Meeting, the Planning Commission unanimously adopted Resolution No. 669(15) recommending that the City Council adopt an ordinance amending regulations pertaining to marijuana dispensaries and cultivation.

PUBLIC HEARING NOTICE

The required Legal Notice for the public hearing on this case was published in the San Gabriel Valley Tribune on January 1, 2016 and posted at City Hall, the Irwindale Library and the United States Post Office on December 28, 2015.

ENVIRONMENTAL REVIEW

The Planning Commission and staff find and recommend to the City Council that this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

Fiscal Impact:

Staff has reviewed the project and does not anticipate any foreseeable impact on the City’s General Fund.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gustavo Romo, Community Development Director
626-430-2206
gromo@ci.irwindale.ca.us

Adrian Guerra, Assistant City Attorney
949-223-1170
aguerra@awattorneys.com

Brandi Jones, Associate Planner
626-430-2260
bjones@ci.irwindale.ca.us



John Davidson, City Manager

Attachments:

Exhibit A: Resolution No. 669(15)
Exhibit B: Ordinance No. 700

RESOLUTION NO. 669(15)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF IRWINDALE THE ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO ADD CHAPTER 17.110 TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES AND TO FURTHER PROHIBIT MARIJUANA CULTIVATION AND MOBILE MARIJUANA DISPENSARIES CITYWIDE, AMEND AND ADD DEFINITIONS IN CHAPTER 17.08 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, AND TO REPEAL SECTION 17.32.015 OF CHAPTER 17.32 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO DELETE DUPLICATIVE PROVISIONS

A. RECITALS.

- i. In 1996, the voters of the state of California approved Proposition 215, codified at Health and Safety Code section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996" (the "CUA"); and
- ii. The CUA was intended to provide seriously ill Californians the ability to possess, use and cultivate marijuana for medical use once a physician has deemed the use beneficial to a patient's health; and
- iii. In 2003, California Senate Bill (SB) 420 was enacted by the Legislature to clarify the scope of the CUA and to allow California cities and counties to adopt and enforce rules and regulations consistent with SB 420 and the CUA; and
- iv. These new regulations and rules became known as the Medical Marijuana Program ("MMP"), which, among other things, enhanced the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects; and
- v. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction; and
- vi. In 2008, the City Council of the City of Irwindale ("City") adopted a prohibition on medical marijuana dispensaries by adopting Ordinance No. 624, codified in the City's Zoning Ordinance at section 17.32.015 of Chapter 17.32 of Title 17 of the Irwindale Municipal Code (the "Ordinance"); and

- vii. In 2013, the California Supreme Court confirmed that cities have the authority to ban medical marijuana land uses (*City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729); and
- viii. Also in 2013, the California Supreme Court further determined that the CUA and MMP do “not preempt a city’s police power to prohibit the cultivation of all marijuana within that city” (*Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, 978); and
- ix. Under the Federal Controlled Substances Act, codified in 21 U. S. C. Section 801 *et seq.*, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and
- x. On October 9, 2014, Governor Jerry Brown signed into law, three (3) bills – AB 243, AB 266 and SB 643 – which together form the Medical Marijuana Regulation and Safety Act (the “Act”); and
- xi. On May 13, 2015, the City Council of the City of Irwindale (“City”) adopted a temporary moratorium on the commercial and industrial cultivation, processing and distribution of medical marijuana in all non-residential zones pending the completion of studies and the preparation of an update to the City’s Zoning Code by adopting Interim Urgency Ordinance No. 691; and
- xii. On June 24, 2015, the City Council of the City of Irwindale (“City”) adopted an extension of a temporary moratorium on the commercial and industrial cultivation, processing and distribution of Medical marijuana in all nonresidential zones pending completion of studies and the preparation of an update to the City’s Zoning Code, established by Interim Urgency Ordinance No. 691 pursuant to section 65858(d) of the California Government Code; and
- xiii. The Act, which becomes effective January 1, 2016, creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis; and
- xiv. In addition to creating these State controls, the Act preserves the City’s authority to prohibit, regulate and/or license medicinal marijuana uses within its jurisdiction, as it expressly provides that the Act:
 - 1. Is not intended “to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local

- permit or licensing requirements” (Bus. & Prof. Code § 19315(a));
2. Does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including but not limited to a local government's right to make and enforce within its limits all police regulations not in conflict with general laws (Bus. & Prof. Code § 19316(c));
 3. Authorizes local jurisdictions like the City with the power to “adopt ordinances that establish additional standards, requirements, and regulations for local licenses and permits for commercial cannabis activity” (Bus. & Prof. Code § 19316); and
- xv. The Act further expressly allows local governments to enact ordinances expressing their intent to prohibit the cultivation of marijuana and their intent not to administer a conditional permit program pursuant to Health & Safety Code Section 11362.777 for the cultivation of marijuana (Health & Safety Code § 11362.777(c)(4));
- xvi. The Act requires a local government that wishes to prevent marijuana delivery activity, as defined in Business & Professions Code section 19300.5 (m), from operating within the local government's boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code § 19340(a));
- xvii. Under the dual licensing system created by the Act, before any kind of medical marijuana license will be issued by the State, the applicant must have obtained the necessary local license and/or permit for the requested marijuana-related use; and
- xviii. Pursuant to the following statutes created by the Act, local jurisdictions that adopt a ban on medicinal marijuana dispensaries, cultivation and/or mobile delivery will effectively have a “veto” over whether a state license for the locally regulated activities can be issued:
1. Business & Professions § 19320(b): “A licensee shall not commence [commercial cannabis] activity under the authority of a state license until the applicant has obtained, in addition to the state license, a license or permit from the local jurisdiction in which he or she proposes to operate, following the requirements of the applicable local ordinance.”

2. Health & Safety Code § 11362.777(b)(1): "A person shall not cultivate medical marijuana without first obtaining . . . A license, permit, or other entitlement, specifically permitting cultivation pursuant to these provisions, from the city. . . in which the cultivation will occur."
 3. Business & Professions Code § 19320(b): "Revocation of a local license, permit or authorization shall terminate the ability of a medical cannabis business to operate within that local jurisdiction. . . ."
 4. Business & Professions Code § 19312: "Each licensing authority may suspend or revoke licenses. . . ."
- xix. The City hereby re-affirms and confirms that the City's Zoning Code is adopted and operates under the principles of permissive zoning, meaning that any land use not specifically authorized or identified in the zoning code is prohibited; and
 - xx. California Health & Safety Code Section 11362.777(b)(3) expressly provides that the Department of Food and Agriculture may not issue a state license to cultivate medical marijuana within a city that prohibits cultivation under the principles of permissive zoning; and
 - xxi. Several California cities have reported negative impacts of marijuana cultivation, processing and distribution activities, including but not limited to offensive odors, criminal activity – including trespassing, theft, violent robberies and robbery attempts, and the illegal sale and distribution of marijuana, and public health concerns including fire hazards and problems associated with mold, fungus, and pests; and
 - xxii. Marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors; and
 - xxiii. Due to the value of marijuana plants and their strong smell (which alerts others to their locations), marijuana cultivation has been linked to break-ins, robbery, armed robbery, theft and attendant violence and injury, creating an increased risk to public safety and/or "attractive nuisance"; and
 - xxiv. The indoor cultivation of marijuana has potential adverse effects to the structural integrity of the buildings in which it is cultivated, and the use of high wattage grow lights and excessive use of electricity

increases the risk of fire, which presents a clear and present danger to the building and its occupants; and

- xxv. The Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and
- xxvi. Based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing and distribution activities; and
- xxvii. Based on the findings set forth above and herein, the potential establishment of the cultivation, processing and distribution of medical marijuana in the City without an express ban on such activities poses a current and immediate threat to the public health, safety, and welfare in the City due to the negative impacts of such activities as described above; and
- xxviii. The issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for marijuana cultivation, processing, delivery, and/ or distribution will result in the aforementioned threat to public health, safety, and welfare; and
- xxix. Pursuant to the above-described express statutory authority and its police power, the City has determined that, in addition to the existing prohibition on the establishment of medicinal marijuana dispensaries codified in the Ordinance, an express prohibition on the cultivation and delivery of marijuana is needed to protect the public health, safety and welfare; and
- xxx. In light of the findings and determinations set forth herein and further advanced during the public hearing on this matter, the City now desires to amend Title 17 of the Irwindale Municipal Code to further prohibit cultivation and mobile dispensaries pursuant to the new state law requirements (AB 266 and AB 243), and to make other miscellaneous edits to effectuate the same (the "Amendments"); and
- xxxi. The Amendments would affect all properties city-wide; and

- xxxii. On December 16, 2015, the Planning Commission conducted a duly noticed public hearing on the proposed Amendments and recommended that the City Council adopt the same; and
- xxxiii. The City of Irwindale is authorized by Article XI, Section 5 and Section 7 of the California Constitution to exercise the police power of the State by adopting regulations, such as the Amendments, to promote public health, public safety, and general prosperity.
- xxxiv. All legal prerequisites to the adoption of this ordinance 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 finds and determines that the recitals above are true and correct.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the proposed Zoning Code amendment, including written staff reports, verbal testimony, this Planning Commission hereby specifically finds as follows:

A. The cultivation and dispensing of marijuana, both fixed and mobile, has significant impacts or the potential for significant impacts on the City. These impacts include damage to residences and other buildings, dangerous electrical alterations and use, inadequate ventilation, and the nuisance of strong and noxious odors. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with medical marijuana dispensaries, cultivation and the mobile delivery of same.

B. The proposed Amendments will further the public health, safety and general welfare. The proposed Amendments to the Ordinance will prohibit marijuana and medical marijuana dispensaries, cultivation and the mobile delivery of same within the City limits and will help protect the public health, safety and general welfare of the City and its residents. They will also mitigate or reduce the crime-related secondary impacts associated with medical marijuana dispensaries, cultivation and the mobile delivery of same, which is contrary to policies that are intended to promote and maintain the public's health, safety and welfare. These prohibited services will help preserve the City's law enforcement services, in that monitoring and addressing the negative secondary effects and adverse impacts will likely burden the City's law enforcement resources.

C. The proposed Amendments will not adversely affect adjoining property as to value, precedent or be detrimental to the area. The proposed Amendments to the Ordinance will further solidify the City's stance on prohibiting medical marijuana dispensaries, cultivation, and the mobile delivery of same. The prohibition of these uses will help protect property values in the City and discourage a wide range of illicit activities associated with the sale, cultivation and dispensing of marijuana and/or medical marijuana.

D. The proposed Amendments are consistent with the General Plan and are in compliance with all applicable provisions of the Zoning Code and other ordinances and regulations of the City. The proposed amendments prohibiting marijuana and medical marijuana dispensaries, cultivation, and the mobile delivery of same within the city limits are consistent with the existing language of Chapter 17.32, within the municipal code.

E. The proposed Amendments are consistent with Federal Law. The possession, cultivation, use, and dispensing of marijuana continues to be illegal under Federal law. The Federal Controlled Substances Act classifies marijuana as "Schedule I Drug," which is defined as a drug or other substance that has a high potential for abuse, and makes it unlawful for any person to cultivate or dispense marijuana. The Controlled Substance Act contains no statutory exemption for the possession of marijuana for medical purposes.

3. The Planning Commission does hereby recommend that the City Council find and determine that the project is exempt from CEQA pursuant to Section 15061(b) (3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that this Ordinance, by itself, may have a significant adverse effect on the environment.

4. The Planning Commission hereby specifically finds and determines that, having considered the record as a whole, including the findings set forth herein, the changes and alterations, which have been incorporated into and conditioned upon the project proposed in the Application, there is no evidence before this Planning Commission that the project proposed herein will have the potential of adverse effects on wildlife resources or the habitat upon which wildlife depends. Based upon substantial evidence, this Planning Commission hereby rebuts the presumption contained in Section 753.5 (d) of Title 14 of the California Code of Regulations. Notwithstanding any other provision of this Resolution, if the Department of Fish and Game requires payment of a fee pursuant to Section 711.4 of the California Fish and Game Code, payment thereof shall be made by the Applicant prior to the issuance of any building permit or other entitlement with regard to this project.

5. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council adopt "An Ordinance of The City Council of the City of Irwindale to Add Chapter 17.110 to Title 17 of the Irwindale Municipal Code to Prohibit the Establishment of Medical Marijuana

ORDINANCE NO. 700

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE TO ADD CHAPTER 17.110 TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO PROHIBIT THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSARIES AND TO FURTHER PROHIBIT MARIJUANA CULTIVATION AND MOBILE MARIJUANA DISPENSARIES CITYWIDE, AMEND AND ADD DEFINITIONS IN CHAPTER 17.08 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, AND TO REPEAL SECTION 17.32.015 OF CHAPTER 17.32 OF TITLE 17 OF THE IRWINDALE MUNICIPAL CODE TO DELETE DUPLICATIVE PROVISIONS

A. RECITALS

- i. In 1996, the voters of the state of California approved Proposition 215, codified at Health and Safety Code section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996" (the "CUA"); and
- ii. The CUA was intended to provide seriously ill Californians the ability to possess, use and cultivate marijuana for medical use once a physician has deemed the use beneficial to a patient's health; and
- iii. In 2003, California Senate Bill (SB) 420 was enacted by the Legislature to clarify the scope of the CUA and to allow California cities and counties to adopt and enforce rules and regulations consistent with SB 420 and the CUA; and
- iv. These new regulations and rules became known as the Medical Marijuana Program ("MMP"), which, among other things, enhanced the access of patients and caregivers to medical marijuana through collective, cooperative cultivation projects; and
- v. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction; and
- vi. In 2008, the City Council of the City of Irwindale ("City") adopted a prohibition on medical marijuana dispensaries by adopting Ordinance No. 624, codified in the City's Zoning Ordinance at section 17.32.015 of Chapter 17.32 of Title 17 of the Irwindale Municipal Code (the "Ordinance"); and
- vii. In 2013, the California Supreme Court confirmed that cities have the authority to ban medical marijuana land uses (*City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729); and
- viii. Also in 2013, the California Supreme Court further determined that the CUA and MMP do "not preempt a city's police power to prohibit the cultivation of all marijuana within that city" (*Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, 978); and

- ix. Under the Federal Controlled Substances Act, codified in 21 U. S. C. Section 801 *et seq.*, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and
- x. On October 9, 2014, Governor Jerry Brown signed into law, three (3) bills – AB 243, AB 266 and SB 643 – which together form the Medical Marijuana Regulation and Safety Act (the “Act”); and
- xi. On May 13, 2015, the City Council of the City of Irwindale (“City”) adopted a temporary moratorium on the commercial and industrial cultivation, processing and distribution of medical marijuana in all non-residential zones pending the completion of studies and the preparation of an update to the City’s Zoning Code by adopting Interim Urgency Ordinance No. 691; and
- xii. On June 24, 2015, the City Council of the City of Irwindale (“City”) adopted an extension of a temporary moratorium on the commercial and industrial cultivation, processing and distribution of Medical marijuana in all nonresidential zones pending completion of studies and the preparation of an update to the City’s Zoning Code, established by Interim Urgency Ordinance No. 691 pursuant to section 65858(d) of the California Government Code; and
- xiii. The Act, which becomes effective January 1, 2016, creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis; and
- xiv. In addition to creating these State controls, the Act preserves the City’s authority to prohibit, regulate and/or license medicinal marijuana uses within its jurisdiction, as it expressly provides that the Act:
 - 1. Is not intended “to supersede or limit existing local authority for law enforcement activity, enforcement of local zoning requirements or local ordinances, or enforcement of local permit or licensing requirements” (Bus. & Prof. Code § 19315(a));
 - 2. Does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including but not limited to a local government’s right to make and enforce within its limits all police regulations not in conflict with general laws (Bus. & Prof. Code § 19316(c));
 - 3. Authorizes local jurisdictions like the City with the power to “adopt ordinances that establish additional standards, requirements, and regulations for local licenses and permits for commercial cannabis activity” (Bus. & Prof. Code § 19316); and
- xv. The Act further expressly allows local governments to enact ordinances expressing their intent to prohibit the cultivation of marijuana and their intent

not to administer a conditional permit program pursuant to Health & Safety Code Section 11362.777 for the cultivation of marijuana (Health & Safety Code § 11362.777(c)(4));

- xvi. The Act requires a local government that wishes to prevent marijuana delivery activity, as defined in Business & Professions Code section 19300.5 (m), from operating within the local government's boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code § 19340(a));
- xvii. Under the dual licensing system created by the Act, before any kind of medical marijuana license will be issued by the State, the applicant must have obtained the necessary local license and/or permit for the requested marijuana-related use; and
- xviii. Pursuant to the following statutes created by the Act, local jurisdictions that adopt a ban on medicinal marijuana dispensaries, cultivation and/or mobile delivery will effectively have a "veto" over whether a state license for the locally regulated activities can be issued:
 - 1. Business & Professions § 19320(b): "A licensee shall not commence [commercial cannabis] activity under the authority of a state license until the applicant has obtained, in addition to the state license, a license or permit from the local jurisdiction in which he or she proposes to operate, following the requirements of the applicable local ordinance."
 - 2. Health & Safety Code § 11362.777(b)(1): "A person shall not cultivate medical marijuana without first obtaining . . . A license, permit, or other entitlement, specifically permitting cultivation pursuant to these provisions, from the city. . . in which the cultivation will occur."
 - 3. Business & Professions Code § 19320(b): "Revocation of a local license, permit or authorization shall terminate the ability of a medical cannabis business to operate within that local jurisdiction. . . ."
 - 4. Business & Professions Code § 19312: "Each licensing authority may suspend or revoke licenses. . . ."
- xix. The City hereby re-affirms and confirms that the City's Zoning Code is adopted and operates under the principles of permissive zoning, meaning that any land use not specifically authorized or identified in the zoning code is prohibited; and
- xx. California Health & Safety Code Section 11362.777(b)(3) expressly provides that the Department of Food and Agriculture may not issue a state license to cultivate medical marijuana within a city that prohibits cultivation under the principles of permissive zoning; and

- xxi. Several California cities have reported negative impacts of marijuana cultivation, processing and distribution activities, including but not limited to offensive odors, criminal activity – including trespassing, theft, violent robberies and robbery attempts, and the illegal sale and distribution of marijuana, and public health concerns including fire hazards and problems associated with mold, fungus, and pests; and
- xxii. Marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors; and
- xxiii. Due to the value of marijuana plants and their strong smell (which alerts others to their locations), marijuana cultivation has been linked to break-ins, robbery, armed robbery, theft and attendant violence and injury, creating an increased risk to public safety and/or “attractive nuisance”; and
- xxiv. The indoor cultivation of marijuana has potential adverse effects to the structural integrity of the buildings in which it is cultivated, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a clear and present danger to the building and its occupants; and
- xxv. The Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and
- xxvi. Based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing and distribution activities; and
- xxvii. Based on the findings set forth above and herein, the potential establishment of the cultivation, processing and distribution of medical marijuana in the City without an express ban on such activities poses a current and immediate threat to the public health, safety, and welfare in the City due to the negative impacts of such activities as described above; and
- xxviii. The issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for marijuana cultivation, processing, delivery, and/ or distribution will result in the aforementioned threat to public health, safety, and welfare; and
- xxix. Pursuant to the above-described express statutory authority and its police power, the City has determined that, in addition to the existing prohibition on the establishment of medicinal marijuana dispensaries codified in the Ordinance, an express prohibition on the cultivation and delivery of marijuana is needed to protect the public health, safety and welfare; and

- xxx. In light of the findings and determinations set forth herein and further advanced during the public hearing on this matter, the City now desires to amend Title 17 of the Irwindale Municipal Code to further prohibit cultivation and mobile dispensaries pursuant to the new state law requirements (AB 266 and AB 243), and to make other miscellaneous edits to effectuate the same (the "Amendments"); and
- xxxi. The Amendments would affect all properties city-wide; and
- xxxii. On December 16, 2015, the Planning Commission conducted a duly noticed public hearing on the proposed Amendments and unanimously recommended that the City Council adopt the same; and
- xxxiii. On January 13, 2016, the City's City Council conducted a duly noticed public hearing on the proposed Amendments, and all testimony received was made a part of the public record; and
- xxxiv. The City Council has duly considered all information presented to it, including the Planning Commission findings, PC Resolution 669(15), written staff reports, and any testimony provided at the public hearing; and
- xxxv. The City of Irwindale is authorized by Article XI, Section 5 and Section 7 of the California Constitution to exercise the police power of the State by adopting regulations, such as the Amendments, to promote public health, public safety, and general prosperity.
- xxxvi. All legal prerequisites to the adoption of this ordinance have occurred.

B. ORDINANCE

NOW, THEREFORE, the City Council of the City of Irwindale does hereby ordain as follows:

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference. Additionally, the City Council finds as follows:

- A. The cultivation and dispensing of marijuana, both fixed and mobile, has significant impacts or the potential for significant impacts on the City. These impacts include damage to residences and other buildings, dangerous electrical alterations and use, inadequate ventilation, and the nuisance of strong and noxious odors. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with medical marijuana dispensaries, cultivation and the mobile delivery of same.
- B. The proposed Amendments will further the public health, safety and general welfare. The proposed Amendments to the Ordinance will prohibit marijuana and medical marijuana dispensaries, cultivation and the mobile delivery of same within the City limits and will help protect the public health, safety and general welfare of the City and its residents. They will also mitigate or reduce

the crime-related secondary impacts associated with medical marijuana dispensaries, cultivation and the mobile delivery of same, which is contrary to policies that are intended to promote and maintain the public's health, safety and welfare. These prohibited services will help preserve the City's law enforcement services, in that monitoring and addressing the negative secondary effects and adverse impacts will likely burden the City's law enforcement resources.

- C. The proposed Amendments will not adversely affect adjoining property as to value, precedent or be detrimental to the area. The proposed Amendments to the Ordinance will further solidify the City's stance on prohibiting medical marijuana dispensaries, cultivation, and the mobile delivery of same. The prohibition of these uses will help protect property values in the City and discourage a wide range of illicit activities associated with the sale, cultivation and dispensing of marijuana and/or medical marijuana.
- D. The proposed Amendments are consistent with the General Plan and are in compliance with all applicable provisions of the Zoning Code and other ordinances and regulations of the City. The proposed amendments prohibiting marijuana and medical marijuana dispensaries, cultivation, and the mobile delivery of same within the city limits are consistent with the existing language of 17.32.015, of the municipal code.
- E. The proposed Amendments are consistent with Federal Law. The possession, cultivation, use, and dispensing of marijuana continues to be illegal under Federal law. The Federal Controlled Substances Act classifies marijuana as "Schedule I Drug," which is defined as a drug or other substance that has a high potential for abuse, and makes it unlawful for any person to cultivate or dispense marijuana. The Controlled Substance Act contains no statutory exemption for the possession of marijuana for medical purposes.

Section 2. The definition of "medical marijuana dispensary" in section 17.08.376 of Chapter 17.08 of Title 17 is hereby deleted in its entirety.

Section 3. The following definitions are hereby added to Chapter 17.08 of Title 17 and shall now read as follows:

17.08.154 - Delivery.

"Delivery" shall have the same meaning as set forth in Business and Professions Code section 13900.5(m).

17.08.366 - Marijuana.

"Marijuana", also known as cannabis, means any or all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any hybrids, derivatives or strains. thereof, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound,

manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff or other ingestible or consumable product containing marijuana. The term "marijuana" shall also include "medical marijuana" as such phrase is used in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California or subject to the provisions of California Health and Safety Code section 11362.5 (Compassionate Use Act of 1996) or the California Health and Safety Code sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

17.08.367 – Marijuana Cultivation.

"Marijuana Cultivation" means growing, planting, harvesting, drying, curing, grading, trimming, or processing of marijuana.

17.08.368 – Marijuana Processing.

"Marijuana Processing" means any method used to prepare marijuana or its byproducts for commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, trimming, packaging, testing, and extraction of active ingredients to create marijuana related products and concentrates.

17.08.373 - Medical Cannabis.

"Medical cannabis", also known as "medical cannabis product," or "cannabis product", means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Health and Safety Code section 11362.5).

17.08.376 – Marijuana Dispensary.

"Marijuana Dispensary", also known as "Medical Marijuana Dispensary," means any association, business, office, facility, use, establishment or location, retail storefront, provider or wholesale component of any establishment, cooperative or collective that delivers (as defined in Business and Professions Code section 19300.5(m) or any successor statute) whether mobile or otherwise, dispenses, distributes, exchanges, transmits, transports, sells or provides marijuana to any person for any reason, including members of any medical marijuana cooperative or collective consistent with the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the Office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

A "Marijuana Dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or application law: a clinic licensed pursuant to chapter 1 of division 2 of the Health and Safety Code, a healthcare facility licensed pursuant to chapter 2 of division 2 of the Health and Safety Code, a facility licensed pursuant to chapter 2 of division 2 of the Health and Safety Code, a residential

care facility for persons with chronic life-threatening illness licensed pursuant to chapter 3.01 of division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to chapter 3.2 of division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to chapter 8 of division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law including, but not limited to, Health and Safety Code section 11362.5 *et seq.* provided, however, that cultivation for any purpose shall not be permitted.

17.08.377 - Mobile Marijuana Dispensary.

“Mobile Marijuana Dispensary” means any business, office, store, facility, location, retail “storefront” or wholesale component of any establishment, cooperative, collective, club or entity of that nature that transports or delivers (as defined in Business & Professions Code § 193500(m) or any successor statute thereto), or arranges the transportation or delivery of marijuana and/or medical marijuana for any purpose.

17.08.401 – Operation.

“Operation” means any effort to locate, operate, own, lease, supply, allow to be operated, or aid, abet or assist in the operation of a marijuana dispensary, fixed or mobile.

17.08.403 – Person.

“Person” means any person, firm, corporation, association, club, society, or other organization. The term “person” shall include any owner, manager, proprietor, employee, volunteer or salesperson.

Section 4. Chapter 17.110 of Title 17 of the Irwindale Municipal Code is hereby added and shall read as follows:

**Chapter 17.110
MEDICAL MARIJUANA**

- 17.110.010 Purpose.
- 17.110.020 Findings.
- 17.110.030 Prohibition.
- 17.110.040 Use or activity prohibited by state or federal law.
- 17.110.050 Enforcement.

Section 17.110.010 Purpose.

The purpose of this Chapter is to prohibit the establishment of marijuana and medical marijuana dispensaries, cultivation of marijuana, and mobile delivery or distribution of marijuana, as defined herein, in any zone located within the City of Irwindale.

Section 17.110.020 Findings.

In adopting the prohibitions codified in this Chapter, the City Council makes the following findings and determinations:

A. The prohibitions on marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the City Council by its police power and state law.

B. On October 9, 2015, the governor signed the "Medical Marijuana Regulation and Safety Act" (the "Act") into law. The Act becomes effective January 1, 2016 and contains new statutory provisions that:

1. Allow local governments to enact ordinances expressing their intent to prohibit the cultivation of marijuana and their intent not to administer a conditional permit program pursuant to Health & Safety Code section 11362.777 for the cultivation of marijuana (Health & Safety Code § 11362.777(c)(4));

2. Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code § 19315(a));

3. Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including but not limited to a local government's right to make and enforce within its limits all police regulations not in conflict with general laws (Bus. & Prof. Code § 19316(c)); and

4. Require a local government that wishes to prevent marijuana delivery activity, as defined in Business & Professions Code section 19300.5(m) of the Act, from operating within the local government's boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code § 19340(a)).

C. It is recognized that the Federal Controlled Substances Act, codified at 21 U.S.C. Section 801 et seq., classifies marijuana as "Schedule I Drug," which is defined as a drug or other substance that has a high potential for abuse. The Controlled Substances act makes it unlawful for any person to cultivate or dispense marijuana without regard to a claimed medical need.

D. The City Council finds that this chapter: (1) expresses its intent to prohibit the cultivation of marijuana in the City and to not administer a conditional permit program pursuant to Health & Safety Code section 11362.777 for the cultivation of marijuana in the City; (2) exercises its local authority to enact and enforce local regulations and ordinances, including those regarding the permitting, licensing, or other entitlement of the activities prohibited by this chapter; (3) exercises its police power to enact and enforce regulations for the public benefit, safety, and welfare of the City and its community; and (4) expressly prohibits the delivery of marijuana in the City.

Section 17.110.030 Prohibition.

A. The establishment and/or operation of a medical marijuana dispensary is prohibited in all zones throughout the City.

B. Marijuana cultivation, marijuana processing, and delivery of marijuana or medical cannabis products are prohibited activities in the city, except where the City is preempted by federal or state law from enacting a prohibition on any such activity.

C. Mobile Marijuana Dispensaries. The establishment or operation of a mobile marijuana dispensary shall be prohibited in all zones throughout the City.

1. No person shall locate, operate, own, suffer, allow to be operated or aid, abet, or assist in the operation of any mobile marijuana dispensary within the City.

2. No person shall deliver and/or dispense marijuana and/or medical marijuana to any location within the City from a mobile marijuana dispensary or any other vehicle or method, regardless of where the mobile marijuana dispensary or vehicle is located, or engage in any operation for this purpose.

3. No person shall deliver and/or dispense any marijuana-infused product such as tinctures, baked goods or other consumable products, to any location within the City from a mobile marijuana dispensary, or any other vehicle or method, regardless of where the mobile marijuana dispensary or vehicle is located, or engage in any operation for this purpose.

D. Marijuana-Related Licenses and Permits. No permit or any other applicable license or entitlement for use, whether administrative or discretionary, including, but not limited to, the issuance of a business license, shall be approved or issued for the establishment or operation of a marijuana dispensary within the city limits, the establishment or operation of a mobile marijuana dispensary within the city limits, marijuana cultivation, marijuana processing or marijuana delivery, and no person shall otherwise establish or conduct such activities in the City, except as otherwise expressly allowed by federal or state law.

Section 17.110.040 Use or activity prohibited by state or federal law.

Nothing contained in this chapter shall be deemed to permit or authorize any use or activity, which is otherwise prohibited by any state or federal law.

Section 17.110.050 Enforcement.

The violation of any provision in this Chapter shall be and is declared to be a public nuisance and contrary to the public interest and shall, in addition to any other remedy and, at the discretion of the city, create a cause of action for injunctive relief. Violations of this Chapter may further be enforced pursuant to the provisions of Title 1 of the City's Municipal Code or any other applicable law.

Section 5. Section 17.32.015 of Chapter 17.32 of Title 17 of the Irwindale Municipal Code is hereby repealed in its entirety.

Section 6. The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment.

Section 7. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 8. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall cause a summary of this ordinance to be published in accordance with Government Code Section 36933, in a newspaper of general circulation which is hereby designated for that purpose, and this ordinance shall take effect thirty (30) days after its passage.

PASSED, APPROVED, AND ADOPTED this 13th day of January 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, CMC, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 700 was duly introduced at a regular meeting of the Irwindale City Council held on the 13th day of January 2016, and was duly approved and adopted on second reading at its regular meeting held on the 27th day of January 2016 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

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

Successor Agency Agenda

Item 1A1

January 13, 2016

DECEMBER 9, 2015
WEDNESDAY
5:30 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: present: Councilmembers Larry G. Burrola (arrived at 5:35 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; William Tam, Director of Public Works / City Engineer; Eva Carreon, Director of Finance; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager, and Laura Nieto, Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the Successor Agency recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: 5463 2nd Street
Negotiating Parties: City of Irwindale, Successor Agency, and Issa Alasker
Under Negotiations: Price and terms of purchase

ACTION: Update provided; no further reportable action taken

Property: 16331 Arrow Highway
Negotiating Parties: Successor Agency and Cell-Crete Corp.
Under Negotiations: Price and terms of purchase

ACTION: Update provided; no further reportable action taken

Property: 5257 Vincent Avenue
Negotiating Parties: Successor Agency and Cell-Crete Corp.
Under Negotiation: Price and terms of purchase

ACTION: Update provided; no further reportable action taken

Property: 2200 Arrow Highway
Negotiating Parties: Successor Agency and Athens
Under Negotiation: Price and terms of sale

ACTION: Update provided; no further reportable action taken

Property: 2511 Buena Vista
Negotiating Parties: Successor Agency and Danny Daher, Ace CD,
Inc.
Under Negotiation: Price and terms of sale

ACTION: Update provided; no further reportable action taken

Property: 4954 Azusa Canyon Road
Negotiating Parties: Successor Agency and Potential Purchaser
Under Negotiation: Price and Terms

ACTION: A motion was made by Councilmember Garcia, seconded by Mayor Breceda, to add this property to the Closed Session for discussion, noting that the issue arose subsequent to the posting of the agenda and there is a need to take action. The item was discussed; no further reportable action taken.

**RECONVENE IN
OPEN SESSION**

At 7:35 p.m., the City Council reconvened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Garcia, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Burrola abstaining on Item No. 1A1.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved as presented:

- 1) Regular meeting of November 11, 2015

**ITEM NO. 1B
WARRANTS**

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

**ITEM NO. 2A
PURCHASE AND SALE
AGREEMENT (PSA)
FOR ACQUISITION**

PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION AND DEVELOPMENT OF THE PROPERTY AND EXISTING IMPROVEMENTS LOCATED AT THE 15768 ARROW HIGHWAY SITE (APN: 8417-035-902)

AND DEVELOPMENTS
OF THE PROPERTY
AND EXISTING
IMPROVEMENTS
LOCATED AT THE
15768 ARROW
HIGHWAY SITE

- JIM SIMON Jim Simon, with RSG, discussed the staff report.
- MAYOR BRECEDA Mayor Breceda declared a conflict of interest on this item and left the dais at 7:46 p.m.
- MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz resumed the meeting.
- COUNCILMEMBER BURROLA Responding to a question by Councilmember Burrola, Director Romo indicated that access for emergency vehicles would be found on the north side of City Hall. There would not be any other vehicles going in and out.
- COUNCILMEMBER ORTIZ Councilmember Ortiz asked about land-location issues with Juarez Street, to which Director Romo indicated that this plan is simply conceptual and is designed to give an idea of where the buildings would be located. Staff has not had the opportunity to review a detailed site plan. A site plan and design review will be taken to the planning commission and city council for approval. He added that there are two driveways that are proposed for Arrow Highway, and that the two parcels will be separated. The fast food restaurant will have reciprocal parking with the Carl's Jr. site, but this is something that will need to be discussed with the future owner.
- Councilmember Ortiz then asked about CEQA requirements, to which Director Romo and City Attorney Galante advised that the act of the purchase is exempt from CEQA, but that the future development is not.
- RESOLUTION NO. SA 2015-78-2807 ADOPTED **Resolution No. SA 2015-78-2807**, entitled:
"A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH GENTON PROPERTY GROUP, LLC, FOR ACQUISITION AND DEVELOPMENT OF THE 15768 ARROW HIGHWAY SITE," was passed, approved, and adopted, on the motion of Councilmember Garcia, seconded by Councilmember Ortiz, and unanimously approved (Mayor Breceda abstaining).
- MAYOR BRECEDA Mayor Breceda returned to the dais and resumed the meeting at 7:49 p.m.

ITEM NO. 2B
PURCHASE AND SALE
AGREEMENT (PSA)
FOR ACQUISITION OF
THE PROPERTY AND
EXISTING
IMPROVEMENTS
LOCATED AT THE
5257 VINCENT
AVENUE SITE

PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION
OF THE PROPERTY AND EXISTING IMPROVEMENTS LOCATED
AT THE 5257 VINCENT AVENUE SITE (APN 8619-012-911)

JIM SIMON

Jim Simon, with RSG, discussed the staff report.

RESOLUTION NO.
SA 2015-76-2805
ADOPTED

Resolution No. SA 2015-76-2805, entitled:

“A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH CELL-CRETE, CORP. FOR ACQUISITION OF THE 5257 VINCENT AVENUE SITE,” was passed, approved, and adopted, on the motion of Councilmember Ortiz, seconded by Mayor Breceda, and unanimously approved.

ITEM NO. 2C
PURCHASE AND
SALE AGREEMENT
FOR ACQUISITION
OF THE PROPERTY
AND EXISTING
IMPROVEMENTS
LOCATED AT THE
16331 ARROW
HIGHWAY SITE

PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION
OF THE PROPERTY AND EXISTING IMPROVEMENTS LOCATED
AT THE 16331 ARROW HIGHWAY SITE (APN 8619-012-908)

JIM SIMON

Jim Simon, with RSG, discussed the staff report.

RESOLUTION NO.
SA 2015-77-2806
ADOPTED

Resolution No. SA 2015-77-2806, entitled:

“A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH CELL-CRETE, CORP. FOR ACQUISITION OF THE 16331 ARROW HIGHWAY SITE,” was passed, approved, and adopted, on the motion of Councilmember Ambriz, seconded by Councilmember Ortiz, and unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58438	ROSENO	Rosenow Spevacek Group Inc	12/31/2015	13,700.00
58439	SOUTHE02	Southern California Edison-	12/31/2015	10.37
			Report Total:	13,710.37

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58298	AZUSALW	Azusa Light & Water	12/03/2015	42.18
			Report Total:	42.18

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58314	ALESHIRE	Aleshire & Wynder, LLP	12/14/2015	4,185.00
58315	ROSENO	Rosenow Spevacek Group Inc	12/14/2015	1,573.75
58316	USBANK03	US Bank Trust N.A.	12/14/2015	3,630.00
			Report Total:	9,388.75

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58396	ALESHIRE	Aleshire & Wynder, LLP	12/17/2015	6,152.11
			Report Total:	6,152.11

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
58437	ROSENO	Rosenow Spevacek Group Inc	12/23/2015	16,993.75
			Report Total:	16,993.75

AGENDA REPORT

Date: January 13, 2016

To: Honorable Chairman and Members of the Successor Agency to the Irwindale Community Redevelopment Agency

From: John Davidson, Executive Director
Fred Galante, Successor Agency Counsel

Issue: THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE PROPERTY AND IMPROVEMENTS LOCATED AT 4954 AZUSA CANYON ROAD

Executive Director's Recommendation:

That the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") adopt the attached Resolution No. SA 2016-03-2817 authorizing the Third Amendment to the Purchase and Sale Agreement ("PSA") with Dunbar Real Estate Investment Management ("Developer" or "Dunbar") for the acquisition of an existing 10,000-square-foot light industrial building at the 0.52-acre site located at 4954 Azusa Canyon Road ("Property"). The Property is included in the Successor Agency's approved Long-Range Property Management Plan ("LRPMP") as Property No. 7.

Background:

On July 22, 2015, the Successor Agency executed a Purchase and Sale Agreement ("PSA") for the Property with Dunbar Real Estate Investment Management, a firm that has acquired over 1,000,000 square feet of office and industrial real estate in Southern California and Phoenix, Arizona since its inception in 2011. The PSA established that the Developer's intent was to purchase the Property from the Successor Agency for \$850,000.

The PSA also set forth a number of dates for performance by both Dunbar and the Successor Agency, including completing a due diligence review. The PSA specified that the Executive Director has the authority to approve extensions of the dates of performance for up to 180 days without Successor Agency action. The Executive Director and Dunbar agreed to extend the 90-day PSA contingency period by a total of 90 days by two amendments to the PSA, dated November 5, 2015 and December 7, 2015, also referred to as the First Amendment and Second Amendment, respectively. The Executive Director agreed to these two extensions for purposes of facilitating the Developer's physical review of the Property and follow-up negotiations on the terms of the sale.

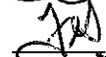
Analysis:

During the due diligence review, Dunbar determined that the firm would need to replace the roof of the Property and install two additional electrical meters. Based on these findings, the Successor Agency legal counsel and Dunbar prepared the Third Amendment to the PSA to reduce the purchase price by \$50,000 to \$800,000. The Successor Agency has been advised by staff that this reduction is not less than the next highest offer on the Property and would still achieve the goals of maximizing value from the sale and subsequent improvement to the property. As such, staff recommends that the Successor Agency approve the Third Amendment to the PSA. Accordingly, the proposed Third Amendment is attached as Exhibit A for the Successor Agency's consideration.

Fiscal Implications:

The Third Amendment to the PSA (see Exhibit A) would reduce the purchase price of the Property by \$50,000. Upon the closing of escrow, the net sales proceeds will be distributed back to the Successor Agency for remittance on enforceable obligations and residual payments to affected taxing agencies, as directed by the Los Angeles County Auditor-Controller.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Contact Person: Gustavo Romo, Community Development Director
626-430-2206
gromo@ci.irwindale.ca.us

Jim Simon, Economic & Redevelopment Consultant, RSG, Inc.
714-316-2120
jsimon@webrsg.com

Dominique Clark, Economic & Redevelopment Consultant, RSG, Inc.
714-316-2143
dclark@webrsg.com


John Davidson, Executive Director

Attachments:

APPROVING RESOLUTION WITH EXHIBIT:
(A) Third Amendment to Purchase and Sale Agreement

SUCCESSOR AGENCY RESOLUTION NO. 2016-03-2817

A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH DUNBAR REAL ESTATE INVESTMENT MANAGEMENT FOR ACQUISITION OF THE 4954 AZUSA CANYON ROAD SITE

WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill (“AB”) ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, “Dissolution Act”), the City of Irwindale (“City”) adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the Irwindale Community Redevelopment Agency (“Successor Agency”); and

WHEREAS, the property located at 4954 Azusa Canyon Road (“Property”) was included in the Successor Agency’s Long-Range Property Management Plan (“LRPMP”), which was prepared pursuant to the Dissolution Act and described the proposed plans for disposition of all 25 real estate assets owned by the Irwindale Community Redevelopment Agency at the time of redevelopment dissolution; and

WHEREAS, the LRPMP indicated that the Successor Agency would sell the Property; and

WHEREAS, on August 8, 2014, the City received notification from the California Department of Finance (“DOF”) approving the Successor Agency’s LRPMP; and

WHEREAS, Dunbar Real Estate Investment Management (“Developer” or “Dunbar”) offered to purchase the Property for \$850,000; and

WHEREAS, RSG and the Successor Agency’s attorney prepared a Purchase and Sale Agreement (“PSA”) between the Developer and the Successor Agency in order to commence a 90-day contingency period to complete the Developer’s due diligence review and approval process and fully execute a PSA; and

WHEREAS, the PSA established that the intent was for the Developer to purchase the Property from the Successor Agency at the proposed price of \$850,000; and

WHEREAS, the PSA set forth a number of dates for performance by both Dunbar and the Successor Agency, including completing the due diligence review; and

WHEREAS, the PSA specified that the Executive Director has the authority to approve extensions of the dates of performance for up to 180 days without Successor Agency action; and

WHEREAS, the Successor Agency approved the PSA for the Property on July 22, 2015 and the Oversight Board approved the same PSA on August 20, 2015; and

WHEREAS, while the Dissolution Act no longer requires the DOF to review purchase and sales agreements and other actions implementing a long-range property management plan

after September 22, 2015, the DOF did review the PSA and issued its letter approving the PSA on September 4, 2015; and

WHEREAS, the Executive Director and Dunbar agreed to extend the 90-day PSA contingency period by a total of 90 days by two amendments to the PSA, dated November 5, 2015 and December 7, 2015, also referred to as the First Amendment and Second Amendment, respectively, for purposes of facilitating the Developer's physical review of the Property and follow-up negotiations on the terms of the sale; and

WHEREAS, during Dunbar's physical inspection of the Property after executing the PSA, Dunbar determined that it would need to replace the roof of the Property and install two additional electrical meters; and

WHEREAS, based on Dunbar's findings during the due diligence review, the Successor Agency and Dunbar prepared a Third Amendment to the PSA to reduce the purchase price by \$50,000 to \$800,000, which staff has determined to be equivalent to the next highest offer on the Property.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of PSA. The Successor Agency hereby approves the Third Amendment to the Purchase and Sale Agreement with Dunbar Real Estate Investment Management for the acquisition of the Property located at 4954 Azusa Canyon Road, authorizes the Executive Director to execute same, in a form approved by Successor Agency Counsel.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 13th day of January, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Breceda, Mayor

ATTEST:

Laura Nieto, CMC
Deputy City Clerk/Successor Agency Secretary

EXHIBIT "A"

Third Amendment to the Purchase and Sale
Agreement

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
(4954 Azusa Canyon Road, Irwindale)**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (hereinafter referred to as the "Third Amendment") is entered into this ____ day of _____, 2016, by and between DUNBAR REAL ESTATE HOLDINGS, LLC, a California limited liability company ("Purchaser") and the SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("Seller").

Recitals

A. Purchaser and Seller entered into a Purchase and Sale Agreement, dated July 22, 2015 ("PSA"), providing for the purchase of certain "Property" defined in Exhibit A thereof and generally identified as 4954 Azusa Canyon Road, Irwindale, California.

B. Seller and Purchaser have previously agreed to extend the PSA contingency period by two prior amendments to the PSA, dated November 5, 2015 and December 7, 2015, also referred to as the First Amendment and Second Amendment, respectively.

C. Purchaser has continued to diligently pursue its due diligence pursuant to Section 10 of the PSA and has been informed by their surveyors that the Property may have roofing and electrical conditions that were not evident at the time the PSA was executed, requiring an adjustment to the Purchase Price of the Property under the original PSA.

D. In order to accommodate the cost implications for the needed improvements sought by the Purchaser, Seller has agreed to reduce the total price of the property to \$800,000, equal to the next highest offer on the Property, and amend the PSA accordingly.

Agreements

NOW, THEREFORE, PURCHASER AND SELLER HEREBY AGREE AS FOLLOWS:

Section 1. Purpose of this Third Amendment

The purpose of this Third Amendment is to amend the PSA by reducing the Purchase Price to address needed improvements to the Property comprising of repairs or replacement of the roof at the structures on the Property.

Section 2. Purchase Price

Notwithstanding anything to the contrary in Section 3 of the PSA or otherwise in the PSA, the Purchase Price, as that term is defined in Section , shall be amended to be Eight Hundred Thousand and 00/100 Dollars (\$800,000), which the Seller and Purchaser agree to be the fair market value of the Property.

Section 3. Waiver of Contingencies

By execution hereof, Purchaser waives all contingencies that are for Purchaser's benefit in the PSA.

Section 4. Force and Effect

Except as modified and amended by this Third Amendment, all other provisions of the PSA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the date first above written which shall be the date this Third Amendment is signed by the Purchaser.

SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY

_____, 2016

By _____
John Davidson, City Manager

“SELLER”

DUNBAR REAL ESTATE HOLDINGS, LLC, a
California limited liability company

_____, 2016

By _____
Ross Mitchell, President

“PURCHASER”

CONSENT OF ESCROW HOLDER

First American Title Insurance Company (Escrow Holder) accepts the foregoing First Amendment and agrees to be bound by the provisions applicable to it as Escrow Holder.

Date: _____

By: _____

HOUSING AGENDA
ITEM IAI

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

JAN 13 2016

DECEMBER 9, 2015
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

Present: Authority Members Larry G. Burrola (arrived at 5:35 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; William Tam, Director of Public Works / City Engineer; Eva Carreon, Finance Director; Fred Galante, Authority Attorney; Anthony Miranda, Chief of Police; Gus Romo, Director of Community Development; Elvie Balderrama, Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: 5134 Irwindale Avenue
Negotiating Parties: Housing Authority & Miguel Miranda and Michael Miranda
Under Negotiation: Price and terms

ACTION: Update provided. A motion was made by Authority Member Ortiz, seconded by Vice Chair Ambriz, to ratify an offer to the seller. The motion was unanimously approved; Authority Member Garcia and Chair Breceda abstaining and exiting the Closed Session room.

*Property: 16141 Peppertree Lane
Negotiating Parties: Lawrence & Heather Castro and Housing Authority
Under Negotiation: Purchase and sale*

ACTION: *A motion was made by Authority Member Garcia, seconded by Chair Garcia, to add this property to the Closed Session for discussion, noting that the issue arose subsequent to the posting of the agenda and there is a need to take action. The item was discussed; no further reportable action taken.*

*Property: 5130 Irwindale Avenue
Negotiating Parties: Mayans Development and Housing Authority
Under Negotiation: Purchase and sale*

ACTION: *A motion was made by Authority Member Garcia, seconded by Chair Garcia, to add this property to the Closed Session for discussion, noting that the issue arose subsequent to the posting of the agenda and there is a need to take action. The item was discussed; no further reportable action taken (Authority Member Garcia and Chair Breceda declared a potential conflict of interest, abstained from this item, and exited the Closed Session room).*

**RECONVENE IN
OPEN SESSION**

At 7:59 p.m., the Housing Authority reconvened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Authority Member Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved, Authority Member Burrola abstaining on Item No. 1A1.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting of November 11, 2015

**ITEM NO. 1B
SB341 ANNUAL
REPORT FOR FY
2014-2015**

SB341 ANNUAL REPORT FOR FY 2014-2015

The SB341 Annual Report for Fiscal Year 2014-2015 for the Irwindale Housing Authority ("Report") was approved and the posting of the report and supporting documentation on the City's website was approved, subject to approval as to form by Authority Counsel.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:59 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary