

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

JULY 26, 2018  
9:00 AM



Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Catherine Marcucci  
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

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### **Addressing the City Council:**

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

### **Americans with Disabilities Act:**

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

### **Agendas and other writings:**

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 9:00 a.m. to 5:00 p.m., and Fridays 9:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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1. Call to Order
  2. Flag Salute
  3. Roll Call
  4. Public Comments

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for July 26, 2018

*RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate City Officials to pay the bills*

5.2 Consideration of the minutes of the January 26, 2018 regular meeting and February 9, 2017 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

5.3 Consideration of the Statement of Investment Policy

*RECOMMENDED ACTION: Approve as submitted.*

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2018-35 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS (“BPOS”) FOR VENDORS TOTALING \$10,000 AND OVER FOR FY 2018-2019

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-35.*

6.2 Consideration of Resolution No. CC 2018-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING THE CITY’S EMPLOYEE HANDBOOK TO ADD A POLICY REGARDING THE APPOINTMENT OF ACTING POSITIONS, AND AMENDING THE PROVISIONS CONCERNING EDUCATION/TUITION ALLOWANCE, AND AUTO ALLOWANCE

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-36.*

6.3 Consideration of Resolution No. CC 2018-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-31 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-37.*

- 6.4 Consideration of a Bailment Agreement with the County of Los Angeles for the Use of a Vehicle by the Los Angeles County Sheriff's Department, for the Industry Station's Youth Athletic League from July 26, 2018 to July 25, 2024

*RECOMMENDED ACTION: Approve the Bailment Agreement.*

- 6.5 Consideration of Amendment No. 2 to the License Agreement with Downtown Apex Motors, LLC for Access to Assessor's Parcel No. 8264-012-925 located at 17300 East Gale Avenue as a Temporary Overflow Parking Area for Vehicle Inventory

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.6 Consideration of Amendment No. 2 to the Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, increasing compensation under the original Agreement to \$3,000.00 (Project No. PL-JN-18-002-DD)

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.7 Consideration of Change Order No. 1, for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) with MasTek, Inc. (Contract No. 2017-1004)

*RECOMMENDED ACTION: Approve Change Order No. 1, and authorize the Mayor to execute the Change Order.*

- 6.8 Presentation, discussion and direction regarding location of exercise equipment at the southwest corner of Temple Avenue and Azusa Avenue (Contract No. DS-18-039-B, Project No. CIP-IH-18-006-B)

*RECOMMENDED ACTION: Provide direction to Staff.*

- 6.9 Presentation and discussion regarding the Design-Build for Solar Carport Canopy Power Generation System at City Hall (Contract No. 2017-1036)

*RECOMMENDED ACTION: Provide direction to Staff.*

## **7. PUBLIC HEARING ITEM**

- 7.1 Public hearing to consider Conditional Use Permit (CUP) No. 18-01 and Development Plan No. 18-04 submitted by Smartlink on behalf of T-Mobile for the construction of a new stealth wireless telecommunication facility with an equipment area of 488 square feet located at 17980 Castleton Street in the City of Industry.

Consideration of Resolution No. CC 2018-34 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-04 AND CONDITIONAL USE PERMIT NO. 18-01 FOR THE CONSTRUCTION AND OPERATION OF A STEALTH WIRELESS TELECOMMUNICATIONS FACILITY WITHIN AN EXISTING SHOPPING CENTER LOCATED AT 17980 CASTLETON STREET IN THE CITY OF INDUSTRY, CALIFORNIA

*RECOMMENDED ACTION: Adopt Resolution No. CC 2018-34.*

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)  
(1 Potential Case)

11.2 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry, Successor Agency to the  
Industry Urban-Development Agency, Oversight Board of the Successor  
Agency to the Industry Urban-Development Agency; Successor Agency to  
the Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002718-CU-WM-GDS

11.3 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. Oversight Board of the Successor Agency to  
the Industry Urban-Development Agency; Successor Agency to the  
Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002719-CU-WM-GDS

11.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry, City of Industry City  
Council; Successor Agency to the Industry Urban-Development Agency;  
Board of Directors of the Successor Agency to the Industry Urban-  
Development Agency; Oversight Board of the Successor Agency to the  
Industry Urban-Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS171295

- 11.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. City of Industry, City of Industry City Council;  
Successor Agency to the Industry Urban-Development Agency; Board of  
Directors of the Successor Agency to the Industry Urban-Development  
Agency; Oversight Board of the Successor Agency to the Industry Urban-  
Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS171398
- 11.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry; Successor Agency to the  
Industry Urban-Development Agency; Oversight Board of the Successor  
Agency to the Industry Urban- Development Agency; et al.  
Superior Court of California, County of Los Angeles  
Case No. BS173224
- 11.7 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. City of Industry, *et al.*  
Superior Court of California, County of Los Angeles  
Case No. BS172995

12. Adjournment. The next regular City Council Meeting will be Thursday, August 9,  
2018 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF JULY 26, 2018**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,609,762.93
103	PROP A FUND	15,442.03
120	CAPITAL IMPROVEMENT FUND	86,760.00
161	IPUC - ELECTRIC	610,950.19
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,000.00
TOTAL ALL FUNDS		4,324,915.15

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	392,535.34
REF	REFUSE - CKING ACCOUNT	763,114.27
WFBK	WELLS FARGO - CKING ACCOUNT	3,169,265.54
TOTAL ALL BANKS		4,324,915.15

**APPROVED PER ACTING CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
July 26, 2018**

Check	Date				Check Amount
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**CITYELEC.CHK - City Electric**

1448	07/11/2018				\$334,055.99
	Invoice	Date	Description	Amount	
	07/11/18	07/11/2018	TRANSFER FUNDS-ELECTRIC	\$334,055.99	

**CITYGEN.CHK - City General**

WT1072	06/25/2018				\$43,511.10
	Invoice	Date	Description	Amount	
	JULY 2018	06/14/2018	CALPERS MEDICAL PREMIUM FOR JULY 2018	\$43,511.10	
WT1073	06/27/2018				\$10,982.42
	Invoice	Date	Description	Amount	
	MAY 2018	06/27/2018	PARS CONTRIBUTIONS FOR MAY 2018	\$10,982.42	

**PROPA.CHK - Prop A Checking**

11769	07/11/2018				\$3,985.83
	Invoice	Date	Description	Amount	
	07/11/18-A	07/11/2018	TRANSFER FUNDS-PROP A A/P	\$3,985.83	



CITY OF INDUSTRY  
BANK OF AMERICA  
July 26, 2018

Check	Date	Payee Name	Check Amount
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Checks	Status	Count	Transaction Amount
	Total	4	\$392,535.34

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
July 26, 2018**

Check	Date	Payee Name	Check Amount
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**REFUSE - Refuse Account**

WT249	07/10/2018		CITY OF INDUSTRY DISPOSAL CO.	\$763,114.27
	Invoice	Date	Description	Amount
	3305757	07/10/2018	REFUSE SVC 6/24-6/30/18	\$763,114.27

Check	Status	Count	Transaction Amount
	Total	1	\$763,114.27

**CITY OF INDUSTRY  
WELLS FARGO VOIDED CHECK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69162	07/12/2018		RICOH USA, INC.	(\$3,812.45)
	Invoice	Date	Description	Amount
			VOIDED CHECK-PAID INCORRECT INVOICE	
	5053658078	06/12/2018	METER READING-TREASURY COPIER	(\$54.13)
	5053641603	06/11/2018	METER READING-VARIOUS	(\$637.52)
	5053688678	06/15/2018	METER READING-HR COPIER	(\$54.25)
	30235390	06/18/2018	COPIER LEASE-HR	(\$6.65)
	30235232	06/15/2018	COPIER LEASE-TREASURY	(\$246.01)
	30237152	06/15/2018	COPIER LEASE-FINANCE	(\$289.36)
	59460972	06/09/2018	COPIER LEASE-VARIOUS	(\$2,524.53)

Check	Status	Count	Transaction Amount
	Total	1	(\$3,812.45)

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69187</b>	07/09/2018		<b>STATE COMPENSATION INS. FUND</b>	<b>\$5,700.42</b>
	Invoice	Date	Description	Amount
	MAY 2018	05/01/2018	PREMIUM FOR 5/1-6/1/18	\$5,700.42
<b>69188</b>	07/09/2018		<b>VOIDED- PAPER JAM</b>	<b>- \$0.00</b>
<b>69189</b>	07/09/2018		<b>RICOH USA, INC.</b>	<b>\$1,287.92</b>
	Invoice	Date	Description	Amount
	5053658078	06/12/2018	METER READING-TREASURY COPIER	\$54.13
	5053641603	06/11/2018	METER READING-VARIOUS	\$637.52
	5053688678	06/15/2018	METER READING-HR COPIER	\$54.25
	30235390	06/18/2018	COPIER LEASE-HR	\$6.65
	30235232	06/15/2018	COPIER LEASE-TREASURY	\$246.01
	30237152	06/15/2018	COPIER LEASE-FINANCE	\$289.36
<b>69190</b>	07/09/2018		<b>RICOH USA, INC.</b>	<b>\$2,524.53</b>
	Invoice	Date	Description	Amount
	59460972	06/09/2018	COPIER LEASE-VARIOUS	\$2,524.53
<b>69191</b>	07/09/2018		<b>VOIDED- PAPER JAM</b>	<b>\$0.00</b>
<b>69192</b>	07/09/2018		<b>RICOH USA, INC.</b>	<b>\$283.94</b>
	Invoice	Date	Description	Amount
	59597346	06/18/2018	COPIER LEASE-HR	\$283.94

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>69193</b>	07/10/2018			<b>MMASC</b>	<b>\$105.00</b>
	Invoice	Date	Description	Amount	
		07/03/2018	CONFERENCE FOR KRISTEN WEGER ON 7/26/18	\$105.00	
<b>69194</b>	07/12/2018			<b>AT &amp; T</b>	<b>\$401.00</b>
	Invoice	Date	Description	Amount	
	8964752788	07/01/2018	7/1-7/31/18 SVC-600 S BREA CYN-METRO TELECOM	\$225.00	
	4853842400	06/23/2018	5/19-6/18/18 SVC-600 S BREA CYN-METROLINK	\$176.00	
<b>69195</b>	07/12/2018			<b>FRONTIER</b>	<b>\$2,698.37</b>
	Invoice	Date	Description	Amount	
	2018-00001697	06/25/2018	6/25-7/24/18 SVC-EM-21535 BAKER PKY BLDG 20	\$51.37	
	2018-00001698	06/25/2018	6/25-7/24/18 SVC-EM-21760 GARCIA LN	\$66.30	
	2018-00001699	06/22/2018	6/22-7/21/18 SVC-GS-21858 VALLEY BLVD	\$54.06	
	2018-00001700	06/22/2018	6/22-7/21/18 SVC-EM-21733 BAKER PKY BLDG 21	\$51.37	
	2018-00001701	06/28/2018	6/28-7/27/18 SVC-EM-179 S GRAND AVE	\$37.78	
	2018-00001702	06/28/2018	6/28-7/27/18 SVC-EM-21700 BAKER PKY BLDG 23	\$51.37	
	2018-00001703	06/28/2018	6/28-7/27/18 SVC-EM-21912 GARCIA LN-ALARM	\$66.30	
	2019-00000001	07/01/2018	7/1-7/31/18 SVC-GS-21650 VALLEY BLVD	\$51.37	
	2019-00000002	07/01/2018	7/1-7/31/18 SVC-GS-21700 VALLEY BLVD	\$54.06	
	2019-00000003	07/01/2018	7/1-7/31/18 SVC-VARIOUS GENERATOR SITES	\$1,054.51	
	2019-00000004	07/02/2018	7/2-8/1/18 SVC-1015 NOGALES ST PUMP STN	\$51.16	
	2019-00000005	07/01/2018	7/1-7/31/18 SVC-VARIOUS	\$963.73	
	2019-00000006	07/02/2018	7/2-8/1/18 SVC-IH GOLF COURSE FUEL PUMP	\$144.99	
<b>69196</b>	07/12/2018			<b>LA PUENTE VALLEY COUNTY</b>	<b>\$21,980.83</b>
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2018-00001666	06/28/2018	4/16-6/18/18 SVC-1 AZUSA WAY (IRRI)	\$206.91
2018-00001667	06/28/2018	4/16-6/18/18 SVC-285 HACIENDA BLVD (IRRI)	\$74.89
2018-00001668	06/28/2018	4/16-6/18/18 SVC-HACIENDA & STAFFORD ST (I)	\$326.26
2018-00001669	06/28/2018	4/16-6/18/18 SVC-HACIENDA & STAFFORD ST (I)	\$326.26
2018-00001670	06/28/2018	4/16-6/18/18 SVC-211 HACIENDA BLVD (IRRI)	\$168.49
2018-00001671	06/28/2018	4/16-6/18/18 SVC-HUDSON AVE (IRRI)	\$326.26
2018-00001672	06/28/2018	4/16-6/18/18 SVC-STAFFORD ST (IRRI)	\$720.16
2018-00001673	06/28/2018	4/16-6/18/18 SVC-220 HACIENDA BLVD-IRRI	\$464.71
2018-00001674	06/28/2018	4/16-6/18/18 SVC-15522 NELSON AVE	\$82.69
2018-00001675	06/28/2018	4/16-6/18/18 SVC-NELSON AVE-IRRI	\$1,675.66
2018-00001676	06/28/2018	4/16-6/18/18 SVC-SOTRO ST-IRRI	\$1,174.51
2018-00001677	06/28/2018	4/16-6/18/18 SVC-15651 STAFFORD ST	\$1,513.81
2018-00001678	06/28/2018	4/16-6/18/18 SVC-RAUSCH RD-IRRI	\$382.99
2018-00001679	06/28/2018	4/16-6/18/18 SVC-RAUSCH RD-IRRI	\$416.14
2018-00001680	06/28/2018	4/16-6/18/18 SVC-STAFFORD & OLD VALLEY-IRRI	\$788.41
2018-00001681	06/28/2018	4/16-6/18/18 SVC-ALONG RAILROAD TRACK-IRRI	\$708.46
2018-00001682	06/28/2018	4/16-6/18/18 SVC-PROCTOR & EL ENCANTO-IRRI	\$259.96
2018-00001683	06/28/2018	4/16-6/18/18 SVC-HACIENDA BLVD-IRRI	\$57.34
2018-00001684	06/28/2018	4/16-6/18/18 SVC-15415 DON JULIAN RD-IRRI	\$3,870.30
2018-00001685	06/28/2018	4/16-6/18/18 SVC-15414 DON JULIAN RD-IRRI	\$1,043.86
2018-00001686	06/28/2018	4/16-6/18/18 SVC-15414 DON JULIAN RD	\$142.96
2018-00001687	06/28/2018	4/16-6/18/18 SVC-201 STAFFORD ST-IRRI	\$2,909.79
2018-00001688	06/28/2018	4/16-6/18/18 SVC-VALLEY BLVD-IRRI	\$80.74
2018-00001689	06/28/2018	4/16-6/18/18 SVC-15415 DON JULIAN RD-IRRI	\$1,614.15
2018-00001690	06/28/2018	4/16-6/18/18 SVC-DON JULIAN RD	\$888.70
2018-00001691	06/28/2018	4/16-6/18/18 SVC-PARRIOTT & DON JULIAN-IRRI	\$139.06

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	15660STAFF-JUN18	06/28/2018	4/16-6/18/18 SVC-15660 STAFFORD ST	\$236.56
	2018-00001693	06/28/2018	4/16-6/18/18 SVC-15414 DON JULIAN RD	\$388.01
	2018-00001694	06/28/2018	4/16-6/18/18 SVC-15625 STAFFORD ST	\$205.54
	2018-00001695	06/28/2018	4/16-6/18/18 SVC-15625 STAFFORD ST	\$82.69
	2018-00001696	06/28/2018	4/16-6/18/18 SVC-15414 DON JULIAN RD-IRRI	\$704.56
<b>69197</b>	07/12/2018		<b>ROWLAND WATER DISTRICT</b>	<b>\$4,099.63</b>
	Invoice	Date	Description	Amount
	2018-00001704	06/27/2018	5/17-6/14/18 SVC-755 NOGALES-RC	\$185.92
	2018-00001705	06/27/2018	5/21-6/15/18 SVC-1100 AZUSA AVE	\$154.30
	2018-00001706	06/27/2018	5/17-6/13/18 SVC-17217 & 17229 CHESTNUT-IRR	\$146.27
	2018-00001707	06/27/2018	5/17-6/13/18 SVC-1123C HATCHER ST	\$148.64
	2018-00001708	06/27/2018	5/17-6/13/18 SVC-1135 HATCHER ST	\$33.44
	2018-00001709	06/27/2018	5/21-6/15/18 SVC-1023 E NOGALES ST	\$455.84
	2018-00001710	06/27/2018	5/17-6/13/18 SVC-1123 D HATCHER ST	\$59.04
	2018-00001711	06/27/2018	5/17-6/13/18 SVC-AZUSA AVE-RC	\$96.09
	2018-00001712	06/27/2018	5/21-6/15/18 SVC-1015 NOGALES ST-PUMP	\$250.16
	2018-00001713	06/27/2018	5/22-6/15/18 SVC-909 U NOGALES ST	\$564.64
	2018-00001714	06/27/2018	5/17-6/13/18 SVC-18044 ROWLAND-LAWSON	\$97.44
	2018-00001715	06/27/2018	5/17-6/14/18 SVC-17401 VALLEY BLVD	\$509.36
	2018-00001716	06/27/2018	5/17-6/14/18 SVC-HURLEY ST & VALLEY	\$430.19
	2018-00001717	06/27/2018	5/17-6/13/18 SVC-930 AZUSA AVE	\$753.39
	2018-00001718	06/27/2018	5/22-6/15/18 SVC-AZUSA AVE	\$98.27
	2018-00001719	06/27/2018	5/21-6/15/18 SVC-AZUSA AVE-CENTER	\$116.64
<b>69198</b>	07/12/2018		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$13,831.90</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date	Payee Name	Check Amount
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**CITY.WF.CHK - City General Wells Fargo**

Invoice	Date	Description	Amount
2019-00000007	07/05/2018	6/4-7/3/18 SVC-208 S WADDINGHAM WAY CP	\$130.02
2019-00000008	07/07/2018	6/1-7/1/18 SVC-NOGALES ST/SAN JOSE AVE	\$469.47
2019-00000009	07/05/2018	6/1-7/1/18 SVC-VARIOUS SITES INTERCONNECT	\$322.47
2019-00000010	07/07/2018	6/6-7/6/18 SVC-1123 HATCHER AVE STE A	\$323.71
15660STAFF-JUL18	07/06/2018	5/29-6/27/18 SVC-15660 STAFFORD ST	\$2,545.67
2019-00000011	07/07/2018	6/6-7/6/18 SVC-1135 HATCHER AVE	\$257.98
2019-00000012	07/03/2018	6/1-7/1/18 SVC-600 BREA CYN RD	\$475.78
2019-00000013	07/03/2018	6/1-7/1/18 SVC-1 VALLEY/AZUSA OL1	\$16.05
2019-00000014	07/03/2018	6/1-7/1/18 SVC-VARIOUS SITES	\$90.85
2018-00001720	06/26/2018	5/24-6/25/18 SVC-745 ANAHEIM PUENTE RD CP	\$76.69
2018-00001721	06/28/2018	5/29-6/27/18 SVC-137 N HUDSON AVE	\$382.80
2018-00001722	06/27/2018	5/24-6/25/18 SVC-VARIOUS SITES	\$550.02
2018-00001723	06/29/2018	5/29-6/27/18 SVC-5010 ENGLISH & 205 HUDSON	\$253.09
2018-00001724	06/26/2018	5/24-6/25/18 SVC-17378 GALE AVE B	\$495.68
2018-00001725	06/26/2018	5/1-6/22/18 SVC-600 S BREA CYN RD	\$132.58
2019-00000027	07/06/2018	6/4-7/3/18 SVC-15625 STAFFORD ST	\$7,309.04
<hr/>			
<b>69199</b>	07/12/2018	<b>SOCALGAS</b>	<b>\$87.32</b>
Invoice	Date	Description	Amount
2018-00001726	06/29/2018	5/29-6/27/18 SVC-1015 NOGALES ST, STE 101 GAS	\$14.94
2018-00001727	06/29/2018	5/29-6/27/18 SVC-710 NOGALES ST	\$14.30
2019-00000015	07/03/2018	5/31-6/29/18 SVC-2700 CHINO HILLS PKY	\$42.88
2019-00000016	07/03/2018	5/31-6/29/18 SVC-1 INDUSTRY HILLS PKY	\$15.20
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<b>69200</b>	07/12/2018	<b>SUBURBAN WATER SYSTEMS</b>	<b>\$862.89</b>



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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	180041169239	07/05/2018	6/5-7/3/18 SVC-NE CNR VALLEY/STIMS	\$862.89
<b>69201</b>	07/12/2018		<b>THE PUN GROUP</b>	<b>\$32,000.00</b>
	Invoice	Date	Description	Amount
	111602	04/27/2018	COI-AUDIT FY 17/18	\$30,000.00
	111604	04/27/2018	PFA-AUDIT FY 17/18	\$2,000.00
<b>69202</b>	07/16/2018		<b>CALPINE ENERGY SOLUTIONS, LLC</b>	<b>\$69,267.87</b>
	Invoice	Date	Description	Amount
	181930009187142	07/11/2018	WHOLESALE USE-JUNE 2018	\$69,267.87
<b>69203</b>	07/16/2018		<b>SHELL ENERGY NORTH AMERICA-US</b>	<b>\$104,116.00</b>
	Invoice	Date	Description	Amount
	2024821	07/02/2018	CAPACITY FOR JUNE 2018	\$20,500.00
	2024822	07/02/2018	WHOLESALE USE-JUNE 2018	\$83,616.00
<b>69204</b>	07/26/2018		<b>ADVANCED DISCOVERY, INC.</b>	<b>\$1,779.60</b>
	Invoice	Date	Description	Amount
	B228029	06/30/2018	DOCUMENT MGMT SVC-JUN 2018	\$1,779.60
<b>69205</b>	07/26/2018		<b>ANNEALTA GROUP</b>	<b>\$120,160.00</b>
	Invoice	Date	Description	Amount
	1230	07/02/2018	FORD ROOFTOP WIRELESS	\$270.00
	1229	07/02/2018	337 TURNBULL CYN RD	\$1,845.00
	1228	07/02/2018	333 HACIENDA BLVD	\$390.00
	1227	07/02/2018	241 CALIFORNIA	\$3,060.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	1226	07/02/2018	17980 CASTLETON ST	\$100.00
	1219	07/02/2018	STORMWATER COMPLIANCE	\$27,610.00
	1220	07/02/2018	GENERAL PLANNING SERVICES	\$24,615.00
	1221	07/02/2018	GENERAL DEVELOPMENT SERVICES	\$62,270.00
<b>69206</b>	07/26/2018		<b>ARAMARK REFRESHMENT SERVICE,</b>	<b>\$190.53</b>
	Invoice	Date	Description	Amount
	7506355	07/10/2018	COFFEE/OFFICE SUPPLIES	\$117.05
	7517433	06/19/2018	COFFEE/OFFICE SUPPLIES	\$73.48
<b>69207</b>	07/26/2018		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	86	06/29/2018	MAINT SVC-JUL 2018	\$14,580.00
<b>69208</b>	07/26/2018		<b>BLAKE AIR CONDITIONING</b>	<b>\$1,419.00</b>
	Invoice	Date	Description	Amount
	M43039	06/28/2018	QTRLY A/C MAINT-CITY HALL	\$1,419.00
<b>69209</b>	07/26/2018		<b>BRAVO SIGN &amp; DESIGN INC</b>	<b>\$8,000.00</b>
	Invoice	Date	Description	Amount
	180055	03/20/2018	COMPLETE SIGN PROGRAM	\$8,000.00
<b>69210</b>	07/26/2018		<b>CALIFORNIA RECYCLERS, INC.</b>	<b>\$600.00</b>
	Invoice	Date	Description	Amount
	6/26/18	06/26/2018	REFUND FOR SALVAGE PERMIT RENEWAL	\$600.00
<b>69211</b>	07/26/2018		<b>CASSO &amp; SPARKS, LLP</b>	<b>\$177,886.81</b>

**CITY OF INDUSTRY  
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Check	Date	Payee Name	Check Amount
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**CITY.WF.CHK - City General Wells Fargo**

Invoice	Date	Description	Amount
20289	07/03/2018	COI-LEGAL SVC FOR MAY 2018	\$73,961.48
20287	07/03/2018	COI-LEGAL SVC FOR MAR 2018 (PARTIAL)	\$54,052.43
20288	07/03/2018	COI-LEGAL SVC FOR APR 2018 (PARTIAL)	\$49,872.90

<b>69212</b>	07/26/2018		<b>CINTAS CORPORATION LOC 693</b>	<b>\$111.20</b>
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Invoice	Date	Description	Amount
693123767	07/02/2018	DOOR MATS	\$55.60
693125775	07/09/2018	DOOR MATS	\$55.60

<b>69213</b>	07/26/2018		<b>CITY OF INDUSTRY</b>	<b>\$8,251.42</b>
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Invoice	Date	Description	Amount
2018-00000065	04/30/2018	IH FUEL PUMP-SECURITY VEHICLES	\$1,112.49
2018-00000067	04/30/2018	IH FUEL PUMP-CITY HALL VEHICLES	\$1,205.89
2018-00000074	05/31/2018	IH FUEL PUMP-CITY HALL VEHICLES	\$2,355.27
2018-00000072	05/31/2018	IH FUEL PUMP-SECURITY VEHICLES	\$3,577.77

<b>69214</b>	07/26/2018		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$2,239.52</b>
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Invoice	Date	Description	Amount
3250849	06/30/2018	DISP SVC-3226 GILMAN RD	\$84.51
3250850	06/30/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
3250851	06/30/2018	DISP SVC-14362 PROCTOR AVE	\$84.51
3250852	06/30/2018	DISP SVC-15710 NELSON AVE	\$28.17
3250853	06/30/2018	DISP SVC-15702 NELSON AVE	\$28.17
3250854	06/30/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34
3250855	06/30/2018	DISP SVC-15730 NELSON AVE	\$28.17

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3250856	06/30/2018	DISP SVC-15644 NELSON AVE	\$28.17
3250857	06/30/2018	DISP SVC-15626 NELSON AVE	\$28.17
3250858	06/30/2018	DISP SVC-629 GIANO AVE	\$56.34
3250859	06/30/2018	DISP SVC-754 S 5TH AVE	\$56.34
3250860	06/30/2018	DISP SVC-210 S 9TH AVE	\$56.34
3250861	06/30/2018	DISP SVC-16020 HILL ST	\$28.17
3250862	06/30/2018	DISP SVC-15736 NELSON AVE	\$28.17
3250863	06/30/2018	DISP SVC-15634 NELSON AVE	\$28.17
3250864	06/30/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3250865	06/30/2018	DISP SVC-643 GIANO AVE	\$56.34
3250866	06/30/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3250867	06/30/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3250868	06/30/2018	DISP SVC-16000 HILL ST	\$28.17
3250869	06/30/2018	DISP SVC-16010 HILL ST	\$56.34
3250870	06/30/2018	DISP SVC-16014 HILL ST	\$28.17
3250871	06/30/2018	DISP SVC-16229 HANDORF RD	\$28.17
3250872	06/30/2018	DISP SVC-16242 HANDORF RD	\$56.34
3250873	06/30/2018	DISP SVC-16220 HANDORF RD	\$84.51
3250874	06/30/2018	DISP SVC-16218 HANDORF RD	\$28.17
3250875	06/30/2018	DISP SVC-16217 HANDORF RD	\$56.34
3250876	06/30/2018	DISP SVC-16227 HANDORF RD	\$28.17
3250877	06/30/2018	DISP SVC-16238 HANDORF RD	\$28.17
3250878	06/30/2018	DISP SVC-16224 HANDORF RD	\$28.17
3250879	06/30/2018	DISP SVC-15714 NELSON AVE	\$28.17
3250880	06/30/2018	DISP SVC-15652 NELSON AVE	\$28.17
3250881	06/30/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	3250882	06/30/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
	3250883	06/30/2018	DISP SVC-20137 E WALNUT DR	\$28.17
	3250884	06/30/2018	DISP SVC-15722 NELSON AVE	\$28.17
	3250885	06/30/2018	DISP SVC-17229 CHESTNUT ST	\$84.51
	3250886	06/30/2018	DISP SVC-130 TURNBULL CYN RD	\$28.17
	3250887	06/30/2018	DISP SVC-132 TURNBULL CYN RD	\$28.17
	3250888	06/30/2018	DISP SVC-138 TURNBULL CYN RD	\$28.17
	3250889	06/30/2018	DISP SVC-15236 VALLEY BLVD	\$169.02
	3250890	06/30/2018	DISP SVC-16200 TEMPLE AVE	\$84.51
	3250891	06/30/2018	DISP SVC-14310 PROCTOR AVE	\$84.51
	3250892	06/30/2018	DISP SVC-16212 TEMPLE AVE	\$84.51
<b>69215</b>	07/26/2018		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$100,000.00</b>
	Invoice	Date	Description	Amount
	P/R PE 7/13/18	07/18/2018	REIMBURSE FOR PAYROLL PE 7/13/18	\$100,000.00
<b>69216</b>	07/26/2018		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$10,162.71</b>
	Invoice	Date	Description	Amount
	3303963	07/01/2018	DISP SVC-TONNER CYN	\$460.54
	3303964	07/01/2018	DISP SVC-TRES HERMANOS	\$144.83
	3303961	07/01/2018	DISP SVC-CITY HALL	\$313.42
	3303962	07/01/2018	DISP SVC/BOX RENTAL-TONNER CYN	\$753.43
	3304478	07/01/2018	DISP SVC-CITY BUS STOPS	\$4,376.33
	3304189	07/01/2018	DISP SVC-841 7TH AVE	\$192.82
	3304188	07/01/2018	DISP SVC-205 N HUDSON AVE	\$192.82
	3305468	06/30/2018	DISP SVC-205 N HUDSON AVE	\$274.71

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	3305408	06/30/2018	DISP SVC-1123 HATCHER AVE	\$3,453.81
<b>69217</b>	07/26/2018		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$78.80</b>
	Invoice	Date	Description	Amount
	3304024	07/01/2018	DISP SVC-METROLINK	\$78.80
<b>69218</b>	07/26/2018		<b>CITY OF LA PUENTE</b>	<b>\$80,000.00</b>
	Invoice	Date	Description	Amount
	#1	06/05/2018	SPONSORSHIP-2017 INDEPENDENCE DAY	\$40,000.00
	#2	06/05/2018	SPONSORSHIP-2018 INDEPENDENCE DAY	\$40,000.00
<b>69219</b>	07/26/2018		<b>CNC ENGINEERING</b>	<b>\$108,983.75</b>
	Invoice	Date	Description	Amount
	457032	07/12/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS	\$185.00
	457037	07/12/2018	CATCH BASIN RETROFITS PHASE 2	\$5,365.00
	457039	07/12/2018	GENERAL ENGINEERING-TRAFFIC	\$740.00
	457040	07/12/2018	GENERAL ENGINEERING-PLAN CHECKING	\$1,480.00
	457041	07/12/2018	GENERAL ENGINEERING-COUNTER SVC	\$2,175.00
	457042	07/12/2018	GENERAL ENGINEERING-PERMITS	\$4,492.50
	457043	07/12/2018	WALNUT DR SOUTH WIDENING	\$2,342.50
	457044	07/12/2018	ARENTH AVE RECONSTRUCTION	\$3,370.00
	457045	07/12/2018	RESURFACING OF DON JULIAN	\$2,035.00
	457046	07/12/2018	CURB AND PAVEMENT MARKINGS	\$185.00
	457047	07/12/2018	AJAX AVE STORM DRAIN IMPROVEMENTS	\$560.00
	457048	07/12/2018	205 HUDSON AVE BLDG	\$1,300.00
	457049	07/12/2018	GENERAL ENGINEERING 6/25-6/30/18	\$18,706.25
	457051	07/12/2018	NPDES STORM WATER	\$2,535.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
457052	07/12/2018	TONNER CYN PROPERTY	\$1,507.50
457053	07/12/2018	PUENTE VALLEY OPERABLE UNIT	\$882.50
457054	07/12/2018	TRES HERMANOS GENERAL ENGINEERING	\$2,115.00
457055	07/12/2018	CITY HALL MAINT	\$330.00
457056	07/12/2018	HOMESTEAD MUSEUM MAINT	\$907.50
457057	07/12/2018	METROLINK-OPERATION & MAINT	\$1,882.50
457072	07/12/2018	CITY STREET LIGHT PURCHASE	\$555.00
457073	07/12/2018	CITY ELECTRICAL FACILITIES	\$10,187.50
457086	07/12/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS	\$185.00
457090	07/12/2018	CATCH BASIN RETROFITS PHASE 2	\$2,972.50
457092	07/12/2018	GENERAL ENGINEERING 7/1-7/8/18	\$1,295.00
457093	07/12/2018	GENERAL ENGINEERING-TRAFFIC	\$1,090.00
457094	07/12/2018	GENERAL ENGINEERING-PLAN CHECKING	\$740.00
457095	07/12/2018	GENERAL ENGINEERING-COUNTER SVC	\$36.25
457096	07/12/2018	GENERAL ENGINEERING-PERMITS	\$9,335.00
457097	07/12/2018	WALNUT DR SOUTH WIDENING	\$3,622.50
457098	07/12/2018	ARENTH AVE RECONSTRUCTION	\$2,500.00
457099	07/12/2018	CURB AND PAVEMENT MARKINGS	\$185.00
457100	07/12/2018	AJAX AVE STORM DRAIN IMPROVEMENTS	\$185.00
457101	07/12/2018	205 HUDSON AVE BLDG	\$185.00
457102	07/12/2018	GENERAL ENGINEERING 7/1-7/8/18	\$13,858.75
457103	07/12/2018	NPDES STORM WATER	\$402.50
457104	07/12/2018	TONNER CYN PROPERTY	\$927.50
457105	07/12/2018	TRES HERMANOS GENERAL ENGINEERING	\$1,515.00
457106	07/12/2018	CITY HALL MAINT	\$1,155.00
457107	07/12/2018	HOMESTEAD MUSEUM MAINT	\$495.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>			
457108	07/12/2018	METROLINK-OPERATION & MAINT	\$360.00
457117	07/12/2018	CITY ELECTRICAL FACILITIES	\$4,100.00
<b>69220</b>	<b>07/26/2018</b>	<b>CNC ENGINEERING</b>	<b>\$61,780.00</b>
Invoice	Date	Description	Amount
457028	07/12/2018	EMERGENCY STANDBY POWER GENERATOR	\$185.00
457029	07/12/2018	ELECTRIC VEHICLE CHARGING STATION	\$555.00
457030	07/12/2018	RESURFACING DESIGN-EXPO CENTR PARKING LOT	\$9,971.25
457031	07/12/2018	EXPO BARN FACILITY LIGHTING UPGRADES	\$185.00
457033	07/12/2018	FOUR GRADE SEPARATION PUMP STATIONS	\$185.00
457034	07/12/2018	INDUSTRY HILLS TRAILS GRADING	\$235.00
457035	07/12/2018	INDUSTRY HILLS TRAILS LIGHTING	\$370.00
457036	07/12/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$185.00
457038	07/12/2018	SEWER DESIGN-EXPO CENTER SEWER MAIN	\$1,661.25
457058	07/12/2018	INDUSTRY HILLS-FUEL TANKS DISPENSING DEVICES	\$907.50
457059	07/12/2018	SIXTH AVE RECONSTRUCTION	\$185.00
457060	07/12/2018	FISCAL YEAR BUDGET	\$2,570.00
457061	07/12/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$3,930.00
457063	07/12/2018	TARGET SPEED SURVEY	\$462.50
457064	07/12/2018	VALLEY BLVD RECONSTRUCTION	\$555.00
457065	07/12/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$5,800.00
457066	07/12/2018	LOUDEN LANE RESURACING	\$500.00
457067	07/12/2018	COINER CT RECONSTRUCTION	\$500.00
457068	07/12/2018	FULLERTON RD GRADE SEPARATION	\$6,685.00
457069	07/12/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$420.00
457070	07/12/2018	FAIRWAY DR GRADE SEPARATION	\$605.00
457071	07/12/2018	TURNBULL CYN RD GRADE SEPARATION	\$512.50



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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
457082	07/12/2018	EMERGENCY STANDBY POWER GENERATOR	\$185.00
457083	07/12/2018	ELECTRIC VEHICLE CHARGING STATION	\$185.00
457084	07/12/2018	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$2,372.50
457085	07/12/2018	EXPO BARN FACILITY LIGHTING UPGRADES	\$185.00
457087	07/12/2018	INDUSTRY HILLS TRAILS GRADING	\$80.00
457088	07/12/2018	INDUSTRY HILLS TRAILS LIGHTING	\$185.00
457089	07/12/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$465.00
457091	07/12/2018	SEWER DESIGN-EXPO CENTER SEWER MAIN	\$3,920.00
457109	07/12/2018	INDUSTRY HILLS-FUEL TANKS DISPENSING DEVICES	\$165.00
457110	07/12/2018	HIGHWAY BRIDGE PROGRAM FUNDING	\$765.00
457111	07/12/2018	FISCAL YEAR BUDGET	\$2,405.00
457112	07/12/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$977.50
457114	07/12/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$4,640.00
457115	07/12/2018	LOUDEN LANE RESURACING	\$500.00
457116	07/12/2018	FULLERTON RD GRADE SEPARATION	\$2,585.00
082018	07/12/2018	MEALS/WHEELS RENT-AUG 2018	\$5,000.00
<b>69221</b>	07/26/2018	<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
Invoice	Date	Description	Amount
81900264	06/30/2018	GEOGRAPHIC PKG-JUN 2018	\$192.50
<b>69222</b>	07/26/2018	<b>COSTCO WHOLESALE</b>	<b>\$120.00</b>
Invoice	Date	Description	Amount
399726912	07/01/2018	EXECUTIVE BUSINESS MEMBERSHIP-ANNUAL FEE	\$120.00
<b>69223</b>	07/26/2018	<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$6,384.77</b>
Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	PW-18061107076	06/11/2018	FAIRWAY GRADE SEPARATION	\$6,384.77
<b>69224</b>	07/26/2018		<b>DELT BUILDERS INC.</b>	<b>\$9,547.50</b>
	Invoice	Date	Description	Amount
	#1CIP-IH18-006-B	07/01/2018	INDUSTRY HILLS TRAIL GRADING PHASE B	\$10,050.00
<b>69225</b>	07/26/2018		<b>EASYLINK SERVICES CORPORATION</b>	<b>\$68.50</b>
	Invoice	Date	Description	Amount
	07634191807	07/02/2018	FAX SVC-JUN 2018	\$68.50
<b>69226</b>	07/26/2018		<b>EGOSCUE LAW GROUP, INC.</b>	<b>\$825.00</b>
	Invoice	Date	Description	Amount
	11996	07/05/2018	LEGAL SVC-FOLLOW'S CAMP	\$825.00
<b>69227</b>	07/26/2018		<b>ELEVATE PUBLIC AFFAIRS, LLC</b>	<b>\$21,000.00</b>
	Invoice	Date	Description	Amount
	1297	06/29/2018	MEDIA CONSULTING-MAY 2018	\$15,000.00
	1298	06/29/2018	IMC STRATEGIC CONSULTING-MAY 2018	\$6,000.00
<b>69228</b>	07/26/2018		<b>EXTTI, INC.</b>	<b>\$3,431.25</b>
	Invoice	Date	Description	Amount
	15115	06/14/2018	HR LEGAL SVC	\$3,431.25
<b>69229</b>	07/26/2018		<b>FRAZER, LLP</b>	<b>\$16,800.00</b>
	Invoice	Date	Description	Amount
	156043	06/30/2018	COI-PROF SVC FOR JUN 2018	\$16,800.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69230</b>	07/26/2018		<b>FUEL PROS, INC.</b>	<b>\$8,216.76</b>
	Invoice	Date	Description	Amount
	36227	06/29/2018	IH FUEL STN MAINT	\$7,706.51
	36435	06/29/2018	IH FUEL STN MAINT	\$256.25
	36241	06/29/2018	IH FUEL STN MAINT	\$254.00
<b>69231</b>	07/26/2018		<b>GMS ELEVATOR SERVICES, INC</b>	<b>\$138.00</b>
	Invoice	Date	Description	Amount
	92907	07/01/2018	MONTHLY SVC-CITY HALL	\$138.00
<b>69232</b>	07/26/2018		<b>HADDICK'S AUTO BODY</b>	<b>\$12,485.21</b>
	Invoice	Date	Description	Amount
	047962	06/26/2018	AUTO MAINT-LIC 1320295	\$1,076.47
	047961	06/26/2018	AUTO MAINT-LIC 1279616	\$14.02
	047957	06/26/2018	AUTO MAINT-LIC 1347776	\$54.69
	047955	06/26/2018	AUTO MAINT-LIC 1094930	\$54.67
	047953	06/26/2018	AUTO MAINT-LIC 1279616	\$648.32
	047956	06/26/2018	AUTO MAINT-LIC 1320295	\$64.63
	047946	06/21/2018	AUTO MAINT-LIC 1282752	\$10,572.41
<b>69233</b>	07/26/2018		<b>HELLING, TROY</b>	<b>\$184.84</b>
	Invoice	Date	Description	Amount
	6/22/18	06/22/2018	LUNCH MEETING REIMBURSEMENT	\$184.84
<b>69234</b>	07/26/2018		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$56,876.58</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	14-22749	07/06/2018	SECURITY SVC 6/29-7/5/18	\$17,105.49
	14-22716	06/29/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22719	06/29/2018	VEHICLE FUEL-TRES HERMANOS	\$829.25
	14-22708	06/29/2018	SECURITY SVC 6/22-6/28/18	\$16,106.08
	14-22757	07/06/2018	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-22785	07/13/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22777	07/13/2018	SECURITY SVC 7/6-7/12/18	\$16,106.08
<b>69235</b>	07/26/2018		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$4,852.71</b>
	Invoice	Date	Description	Amount
	14-22786	07/13/2018	SECURITY SVC-METROLINK	\$1,729.73
	14-22758	07/06/2018	SECURITY SVC-METROLINK	\$1,393.25
	14-22717	06/29/2018	SECURITY SVC-METROLINK	\$1,729.73
<b>69236</b>	07/26/2018		<b>IRRI-CARE PLUMBING &amp; BACKFLOW</b>	<b>\$680.00</b>
	Invoice	Date	Description	Amount
	8983	07/13/2018	BACKFLOW TESTING-VARIOUS SITES	\$680.00
<b>69237</b>	07/26/2018		<b>JANUS PEST MANAGEMENT</b>	<b>\$580.00</b>
	Invoice	Date	Description	Amount
	200210	07/01/2018	PEST SVC-HOMESTEAD	\$580.00
<b>69238</b>	07/26/2018		<b>JEFF PARRIOTT PHOTOGRAPHIC</b>	<b>\$153.00</b>
	Invoice	Date	Description	Amount
	070818	07/08/2018	PROF SVC-CITY HALL	\$153.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>69239</b>	07/26/2018			<b>JMDiaz, Inc.</b>	<b>\$229,099.30</b>
	Invoice	Date	Description	Amount	
	019 (18-084)	06/30/2018	STAFF AUGMENTATION-JUN 2018	\$229,099.30	
<b>69240</b>	07/26/2018			<b>KEENAN AND ASSOCIATES</b>	<b>\$259,951.09</b>
	Invoice	Date	Description	Amount	
	217574	07/02/2018	SA-PROPERTY COVERAGE FY 18/19	\$24,531.00	
	217181	06/28/2018	COI-AIRPORT LIABILITY FY 18/19	\$6,058.00	
	217573	07/02/2018	CYBER LIABILITY FY 18/19	\$33,342.89	
	217619	07/03/2018	CRIME COVERAGE FY 18/19	\$5,106.00	
	217572	07/02/2018	DIFFERENCE IN CONDITIONS FY 18/19	\$50,155.20	
	217571	07/02/2018	COI-PROPERTY COVERAGE FY 18/19	\$93,500.00	
	217182	06/28/2018	SA-AIRPORT LIABILITY FY 18/19	\$6,058.00	
	217622	07/03/2018	BROKER FEE FOR FY 18/19	\$41,200.00	
<b>69241</b>	07/26/2018			<b>KLINE'S PLUMBING, INC.</b>	<b>\$10,345.00</b>
	Invoice	Date	Description	Amount	
	10796	07/13/2018	EMERGENCY REPAIR-CITY HALL	\$95.00	
	10794	07/13/2018	EMERGENCY REPAIR-CITY HALL	\$250.00	
	10675-02	07/12/2018	REPAIR AT MAYO AVE AND GRAND CROSSING PKY	\$10,000.00	
<b>69242</b>	07/26/2018			<b>L A COUNTY AUDITOR-CONTROLLER</b>	<b>\$15,026.72</b>
	Invoice	Date	Description	Amount	
	07/02/18	07/02/2018	LAFCO OPERATING COST FOR FY 2018/2019	\$15,026.72	
<b>69243</b>	07/26/2018			<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$21,637.42</b>
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	IN180001119	06/28/2018	ACCIDENT-AUTO MALL WEST @ GALE AVE	\$10,335.73
	IN180000949	07/02/2018	ACCIDENT-CALIFORNIA @ NELSON	\$1,167.78
	IN180001117	06/28/2018	ACCIDENT-SUNSET @ VALLEY BLVD	\$588.50
	IN180001113	06/28/2018	ACCIDENT-AZUSA AVE @ GALE AVE	\$6,299.56
	IN180001124	06/28/2018	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$270.33
	IN180001121	06/28/2018	ACCIDENT-CALIFORNIA @ NELSON	\$2,975.52
<b>69244</b>	07/26/2018		<b>L A COUNTY SHERIFF'S</b>	<b>\$833,309.80</b>
	Invoice	Date	Description	Amount
	184364CY	07/06/2018	SHERIFF CONTRACT-JUN 2018	\$795,143.39
	184329CY	06/27/2018	SPECIAL EVENT-DIRECTED PATROL	\$38,166.41
<b>69245</b>	07/26/2018		<b>LOCKS PLUS, INC.</b>	<b>\$258.15</b>
	Invoice	Date	Description	Amount
	24248	07/10/2018	INSTALL KNOX BOX-15660 STAFFORD ST	\$200.00
	24147	07/12/2018	DUPLICATE KEYS	\$58.15
<b>69246</b>	07/26/2018		<b>MONROE SYSTEMS FOR BUSINESS,</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	IN44342	06/30/2018	MAINT AGRMT-BOND TRADER 7/28/18-7/27/19	\$200.00
<b>69247</b>	07/26/2018		<b>MUNICIPAL INSURANCE</b>	<b>\$170,243.00</b>
	Invoice	Date	Description	Amount
	217145	06/28/2018	COI-GENERAL LIABILITY FY 18/19	\$170,243.00
<b>69248</b>	07/26/2018		<b>MX GRAPHICS, INC.</b>	<b>\$52.57</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	15688	06/28/2018	SIGNS FOR FUEL STATION	\$3.29
	15677	06/26/2018	SIGN FOR JULY 3RD PARKING	\$49.28
<b>69249</b>	07/26/2018		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$69,950.17</b>
	Invoice	Date	Description	Amount
	17274	06/29/2018	OPERATIONS/MAINT SVC-VALLEY BLVD & STENOUS	\$6,730.00
	17278	06/29/2018	OPERATIONS/MAINT SVC-EASTSIDE POLE REMOVAL	\$27,002.00
	17277	06/29/2018	OPERATION/MAINT SVC	\$23,710.00
	17281	06/29/2018	SUBSTATION MAINT-JUN 2018	\$4,200.00
	17280	06/29/2018	SUBSTATION MAINT-MAY 2018	\$4,200.00
	17279	06/29/2018	SUBSTATION MAINT-JUN 2018	\$294.00
	17275	06/29/2018	OPERATION/MAINT SVC-CT REALTY INSPECTION	\$2,916.00
	17276	06/29/2018	OPERATION/MAINT SVC-EXPO CENTER	\$898.17
<b>69250</b>	07/26/2018		<b>PEGEX, INC.</b>	<b>\$782.00</b>
	Invoice	Date	Description	Amount
	0059202-11013637	07/13/2018	HAZARDOUS WASTE MATERIAL	\$782.00
<b>69251</b>	07/26/2018		<b>PITNEY BOWES, INC.</b>	<b>\$111.94</b>
	Invoice	Date	Description	Amount
	3102279656	06/30/2018	POSTAGE MACHINE-FIRST FLOOR	\$111.94
<b>69252</b>	07/26/2018		<b>PLACEWORKS</b>	<b>\$4,373.26</b>
	Invoice	Date	Description	Amount
	65802	06/30/2018	13530 NELSON AVE	\$657.90
	65801	06/30/2018	333 HACIENDA BLVD WAREHOUSE	\$3,715.36

**CITY OF INDUSTRY  
WELLS FARGO BANK  
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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69253</b>	07/26/2018		<b>R.F. DICKSON CO., INC.</b>	<b>\$17,594.06</b>
	Invoice	Date	Description	Amount
	2509192	06/30/2018	STREET & PARKING LOT SWEEPING	\$17,594.06
<b>69254</b>	07/26/2018		<b>RICOH USA, INC.</b>	<b>\$1,870.79</b>
	Invoice	Date	Description	Amount
	5053894229	07/03/2018	METER READING-DEV COPIER	\$104.85
	5053760840	06/24/2018	METER READING-FINANCE COPIER	\$264.93
	5053914480	07/08/2018	METER READING-VARIOUS COPIERS	\$1,501.01
<b>69255</b>	07/26/2018		<b>RICOH USA, INC.</b>	<b>\$2,650.76</b>
	Invoice	Date	Description	Amount
	59802814	07/07/2018	COPIER LEASE-VARIOUS	\$2,650.76
<b>69256</b>	07/26/2018		<b>SAN GABRIEL VALLEY</b>	<b>\$56,688.63</b>
	Invoice	Date	Description	Amount
	C106282018-A	06/28/2018	LANDSCAPE/MAINT SVC-EXPO BACK SIDE	\$17,460.00
	C107112018-CT	07/11/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT	\$23,651.13
	C107112018	07/11/2018	LANDSCAPE/MAINT SVC-EXPO JOGGING TRAIL	\$4,560.00
	C107112018-A	07/11/2018	LANDSCAPE/MAINT SVC-EXPO BACK SIDE	\$11,017.50
<b>69257</b>	07/26/2018		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$364.00</b>
	Invoice	Date	Description	Amount
	0011147162	07/13/2018	NOTICE OF PUBLIC HEARING	\$364.00
<b>69258</b>	07/26/2018		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$1,683.94</b>
	Invoice	Date	Description	Amount



**CITY OF INDUSTRY  
WELLS FARGO BANK  
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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	0000390329	06/30/2018	MONTHLY ADVERTISING-HOMESTEAD	\$1,683.94
<b>69259</b>	07/26/2018		<b>SARAH J. BURBANK</b>	<b>\$250.00</b>
	Invoice	Date	Description	Amount
	PPSTSB1	07/06/2018	SPANISH TRANSLATION-HOMESTEAD	\$250.00
<b>69260</b>	07/26/2018		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$114,445.54</b>
	Invoice	Date	Description	Amount
	0618CH	06/28/2018	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$26,272.73
	0618XROADS	06/28/2018	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$28,869.12
	0618TA	06/28/2018	LANDSCAPE SVC-TEMPLE AND AZUSA	\$34,788.89
	0618CH-1	06/28/2018	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$24,514.80
<b>69261</b>	07/26/2018		<b>SC FUELS</b>	<b>\$26,983.49</b>
	Invoice	Date	Description	Amount
	3625422	06/28/2018	FUEL FOR PUMPS AT INDUSTRY HILLS	\$26,983.49
<b>69262</b>	07/26/2018		<b>SO CAL INDUSTRIES</b>	<b>\$375.08</b>
	Invoice	Date	Description	Amount
	332471	06/20/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$94.92
	333584	06/27/2018	RR RENTAL-TONNER CYN/57 FWY	\$280.16
<b>69263</b>	07/26/2018		<b>SO CAL INDUSTRIES</b>	<b>\$139.92</b>
	Invoice	Date	Description	Amount
	332247	06/19/2018	RR RENTAL-METROLINK	\$139.92

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69264</b>	07/26/2018		<b>SONOCO PRODUCTS COMPANY</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	6/28/18	06/28/2018	REFUND FOR SALVAGE PERMIT RENEWAL	\$200.00
<b>69265</b>	07/26/2018		<b>SPARKLETTS</b>	<b>\$177.06</b>
	Invoice	Date	Description	Amount
	16916898 070618	07/06/2018	WATER DELIVERY	\$125.47
	17165913 070618	07/06/2018	WATER DELIVERY	\$51.59
<b>69266</b>	07/26/2018		<b>SQUARE ROOT GOLF &amp; LANDSCAPE,</b>	<b>\$193,340.09</b>
	Invoice	Date	Description	Amount
	1354ELHM	06/28/2018	LANDSCAPE SVC-EL ENCANTO	\$9,336.00
	1355ELHM	06/28/2018	LANDSCAPE SVC-HOMESTEAD	\$17,049.14
	1353ELHM	06/28/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$6,940.00
	1356H	06/28/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$160,014.95
<b>69267</b>	07/26/2018		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$1,107.32</b>
	Invoice	Date	Description	Amount
	8050481553	06/30/2018	OFFICE SUPPLIES	\$1,076.67
	8050398840	06/23/2018	OFFICE SUPPLIES	\$30.65
<b>69268</b>	07/26/2018		<b>STATE BOARD OF EQUALIZATION</b>	<b>\$6,174.05</b>
	Invoice	Date	Description	Amount
	2109	07/10/2018	ENERGY SURCHARGE TAX: JAN-MAR 2009	\$1,415.87
	2209	07/10/2018	ENERGY SURCHARGE TAX: APR-JUN 2009	\$1,483.41
	2309	07/10/2018	ENERGY SURCHARGE TAX: JUL-SEP 2009	\$1,737.00
	2409	07/10/2018	ENERGY SURCHARGE TAX: OCT-DEC 2009	\$1,537.77

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>69269</b>	07/26/2018		<b>STATE BOARD OF EQUALIZATION</b>	<b>\$2,675.82</b>
	Invoice	Date	Description	Amount
	2218	07/11/2018	ENERGY SURCHARGE TAX: APRIL-JUNE 2018	\$2,675.82
<b>69270</b>	07/26/2018		<b>SUPERIOR COURT OF CALIFORNIA,</b>	<b>\$7,005.50</b>
	Invoice	Date	Description	Amount
	JUNE 2018	07/09/2018	PARKING CITATION REPORT-JUNE 2018	\$7,005.50
<b>69271</b>	07/26/2018		<b>TOM DAY TREE SERVICE, INC.</b>	<b>\$2,400.00</b>
	Invoice	Date	Description	Amount
	1796	06/26/2018	PRUNNING OF (8) FICUS TREES	\$2,400.00
<b>69272</b>	07/26/2018		<b>TOTAL COMPENSATION SYSTEMS,</b>	<b>\$900.00</b>
	Invoice	Date	Description	Amount
	6341	07/11/2018	GASB75F VALUATION SVC-FIRST INSTALLMENT	\$900.00
<b>69273</b>	07/26/2018		<b>TPX COMMUNICATIONS</b>	<b>\$6,074.97</b>
	Invoice	Date	Description	Amount
	105384433-0	06/30/2018	INTERNET SVC-CITY/METRO/SUBSTATION	\$6,074.97
<b>69274</b>	07/26/2018		<b>TPX COMMUNICATIONS</b>	<b>\$1,024.26</b>
	Invoice	Date	Description	Amount
	105072529-0	06/30/2018	INTERNET SVC-HOMESTEAD	\$1,024.26
<b>69275</b>	07/26/2018		<b>UNDERGROUND SERVICE ALERT OF</b>	<b>\$46.30</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 26, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	620180156	07/01/2018	DIG ALERTS	\$46.30
<b>69276</b>	07/26/2018		<b>UNIVERSITY OF LA VERNE</b>	<b>\$8,310.00</b>
	Invoice	Date	Description	Amount
	FALL 2018	07/05/2018	TUITION FOR YVETTE PADILLA, ID #11865029	\$8,310.00
<b>69277</b>	07/26/2018		<b>VANGUARD CLEANING SYSTEMS,</b>	<b>\$995.00</b>
	Invoice	Date	Description	Amount
	57064	06/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
<b>69278</b>	07/26/2018		<b>WEATHERITE SERVICE</b>	<b>\$5,408.00</b>
	Invoice	Date	Description	Amount
	L177632	07/02/2018	A/C MAINT-IMC	\$164.00
	L177528	06/22/2018	REPLACE CONTROLS-15660 STAFFORD/15559	\$1,734.00
	L177609	06/29/2018	PERFORM CHILLER ANNUAL-IMC	\$3,510.00
<b>69279</b>	07/26/2018		<b>WINDSTREAM</b>	<b>\$845.41</b>
	Invoice	Date	Description	Amount
	70315068	07/10/2018	CITY HALL PHONE SVC-JUL 2018	\$845.41

Checks	Status	Count	Transaction Amount
	Total	93	\$3,173,077.99

*CITY COUNCIL*

ITEM NO. 5.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JANUARY 26, 2017  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Mark D. Radecki.

**ROLL CALL**

PRESENT: Mark D. Radecki, Mayor  
Cory C. Moss, Mayor Pro Tem  
Abraham N. Cruz, Council Member  
Roy Haber, Council Member  
Newell W. Ruggles, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Diane M. Schlichting, Chief Deputy City Clerk; Alex Gonzalez, Director of Development Services and Administration; and Clem Calvillo, City Engineer.

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

Mayor Pro Tem Moss recused herself from check number 65525 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Mayor Radecki recused himself from check number 65567 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 65567 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
JANUARY 26, 2017  
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MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER HABER THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 65525 ON ITEM 1 (REGISTER OF DEMANDS) WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 65567 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, HABER, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**1. CONSIDERATION OF REGISTER OF DEMANDS FOR JANUARY 26, 2017**

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIAL TO PAY THE BILLS.

**2. CONSIDERATION OF A JOINT NOMINATION BY THE CITY OF INDUSTRY AND THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY OF GREGORY B. GALINDO TO BE SUBMITTED TO THE SUPERIOR COURT AS ONE OF THREE PERSONS CONSTITUTING THE WATERMASTER OF THE PUENTE BASIN WATER AGENCY UNDER THE JUDGMENT**

SUBMITTED GREGORY B. GALINDO TO THE SUPERIOR COURT AS ONE OF THREE PERSONS CONSTITUTING THE WATERMASTER OF THE PUENTE BASIN WATER AGENCY.

**CONSIDERATION OF WITHDRAWAL FROM THE STATE OF CALIFORNIA DISABILITY INSURANCE PLAN (CA SDI) AND CONTRACT WITH MUTUAL OF OMAHA FOR SHORT AND LONG TERM DISABILITY INSURANCE**

Director of Development Services and Administration Gonzalez presented a staff report to the City Council and responded to questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE WITHDRAWAL FROM THE STATE OF CALIFORNIA DISABILITY INSURANCE PLAN (CA SDI). MOTION CARRIED 5-0, BY THE

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, HABER, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

**PRESENTATION AND DIRECTION REGARDING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND VISION TECHNOLOGY SOLUTIONS, LLC, FOR THE REDESIGN OF THE CITY'S WEBSITE**

Director of Development Services and Administration Gonzalez advised the City Council that the City Attorney is working with Vision Technology on revising the Agreement, and stated that this item will be continued to the February 9, 2017 City Council Meeting.

**CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JASON ADDISON SMITH CONSULTING SERVICES, INC., FOR CONSTRUCTION MANAGEMENT SUPPORT SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$75,000.00**

Director of Development Services and Administration Gonzalez presented a staff report to the City Council and responded to questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, HABER, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

**CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DIAMOND BAR FOR THE REIMBURSEMENTS OF COSTS ASSOCIATED WITH THE SUBMISSION OF AN APPLICATION FOR FEDERAL TIGER GRANT FUNDS**

Director of Development Services and Administration Gonzalez presented a staff report to the City Council and responded to questions.



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MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE MEMORANDUM OF UNDERSTANDING. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, HABER, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

**CONSIDERATION OF CHANGE ORDER NO. 5 SUBMITTED BY SULLY-MILLER CONTRACTING COMPANY IN THE AMOUNT OF \$3,438.13 FOR REMOVAL OF INTERFERING PORTIONS OF AN EXISTING REINFORCED CONCRETE BOX ON A TIME-AND-MATERIALS BASIS IN CONJUNCTION WITH VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD, CONTRACT NO CITY-1421**

City Engineer Calvillo presented a staff report to the City Council and responded to questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CHANGE ORDER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, HABER, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE

**DISCUSSION REGARDING GRAND AVENUE OFF-RAMP PROJECT AND OPPORTUNITY TO TRANSPORT MATURE OAK TREES**

Deputy City Engineer Nelson presented a staff report to the City Council, responded to questions, and introduced Alissa Cope, Principal of Sage Environmental.

Ms. Alissa Cope, with Sage Environmental, provided additional information pertaining to the history, transportation, and placing of the oak trees, and responded to questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ FOR STAFF TO MOVE FORWARD WITH THE TRANSPORTING OF THE TREES. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBERS: CRUZ, HABER, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: RUGGLES  
ABSENT: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE

**CONSIDERATION OF A RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF INDUSTRY AND TELECOMMUNICATION SERVICE PROVIDER, FRONTIER CALIFORNIA, INC., TO LOCATE CERTAIN FACILITIES IN THE CITY RIGHT-OF-WAYS (JN 6207)**

City Engineer Calvillo presented a staff report to the City Council.

City Attorney Casso provided additional information and responded to questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, HABER, RUGGLES, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE

**CITY COUNCIL COMMITTEE REPORTS**

There were none.

**AB1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

Council Member Haber left the meeting at 9:23 a.m.

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**CLOSED SESSION**

Chief Deputy City Clerk Schlichting announced there was a need for Closed Session as follows:

- 10.1 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1), City of Industry v.  
ZEREP Management Corporation, et al., Case No. BC 583096  
Los Angeles County Superior Court

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:24 a.m.

**RECONVENE CITY COUNCIL MEETING**

Mayor Radecki reconvened the meeting at 9:51 a.m. All members of the City Council were present, except for Council Member Haber who was absent.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, the City Council provided direction to the City Attorney and took no reportable action.

**ADJOURNMENT**

There being no further business, the City Council adjourned 9:52 a.m.

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MARK D. RADECKI  
MAYOR

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DIANE M. SCHLICHTING  
CHIEF DEPUTY CITY CLERK

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CITY COUNCIL REGULAR MEETING MINUTES  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Mark D. Radecki.

**ROLL CALL**

PRESENT: Mark D. Radecki, Mayor  
Cory C. Moss, Mayor Pro Tem  
Abraham N. Cruz, Council Member  
Newell W. Ruggles, Council Member

ABSENT: Roy Haber, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Diane M. Schlichting, Chief Deputy City Clerk; Alex Gonzalez, Director of Development Services and Administration; and Clem Calvillo, City Engineer.

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

Mayor Pro Tem Moss recused herself from check number 65639 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Mayor Radecki recused himself from check number 65693 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 65693 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

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Council Member Ruggles recused himself from check number 65657 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 65639 ON ITEM 1 (REGISTER OF DEMANDS) WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 65693 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 65657 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	HABER
ABSTAIN	COUNCIL MEMBERS:	NONE

**1. CONSIDERATION OF REGISTER OF DEMANDS FOR FEBRUARY 9, 2017**

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIAL TO PAY THE BILLS.

**2. CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY**

APPROVED AS SUBMITTED.

**CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION FOR THE REDESIGN, IMPLEMENTATION, MIGRATION, MAINTENANCE, AND SUPPORT OF THE CITY OF INDUSTRY, INDUSTRY EXPO CENTER, AND HOMESTEAD MUSEUM WEBSITES IN AN AMOUNT NOT-TO-EXCEED \$138,716.00 FROM FEBRUARY 9, 2017 TO FEBRUARY 9, 2022, WITH FIVE ADDITIONAL ONE-YEAR RENEWAL OPTIONS**

Director of Development Services and Administration Gonzalez provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE

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FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: HABER  
ABSTAIN: COUNCIL MEMBERS: NONE

**CONSIDERATION OF A PARTICIPANT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR LOS ANGELES REGION-IMAGERY ACQUISITION CONSORTIUM 5 ("LARIAC5") FOR 2017 CITY OF INDUSTRY AERIAL IMAGERY IN AN AMOUNT NOT-TO-EXCEED \$34,138.00**

Director of Development Services and Administration Gonzalez provided a staff report to the City Council.

City Manager Philips provided additional information to the City Council and responded to questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: HABER  
ABSTAIN: COUNCIL MEMBERS: NONE

**CONSIDERATION OF THE SOLICITATION OF BIDS FOR RED CURB MARKINGS THROUGHOUT THE CITY, PROJECT NO. 436**

Director of Development Services and Administration Gonzalez provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO AUTHORIZE STAFF TO SOLICIT BIDS FOR RED CURB MARKINGS THROUGHOUT THE CITY. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: HABER

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ABSTAIN: COUNCIL MEMBERS: NONE

**CONSIDERATION OF A RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF INDUSTRY AND VERIZON WIRELESS TO LOCATE CERTAIN FACILITIES AT THE EAST SIDE OF HANOVER ROAD, APPROXIMATELY 283 FEET SOUTH OF CASTLETON STREET**

City Engineer Calvillo provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: HABER  
ABSTAIN: COUNCIL MEMBERS: NONE

**CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF INDUSTRY AND SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY FOR THE WESTBOUND GRAND AVENUE OFF-RAMP TO SR-60 FREEWAY PROJECT**

Director of Development Services and Administration Gonzalez provided a staff report to the City Council and responded to questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE MEMORANDUM OF UNDERSTANDING. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI  
NOES: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: HABER  
ABSTAIN: COUNCIL MEMBERS: NONE

**CONSIDERATION OF CHANGE ORDER NO. 1 IN THE AMOUNT OF \$15,710.98 AND ACCEPT THE WORK PERFORMED BY JEFF J. POLICH, INC., DBA ALL AMERICAN ELECTRIC AND AUTHORIZE THE CHIEF DEPUTY CITY CLERK TO FILE A NOTICE**

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**OF COMPLETION FOR CONTRACT NO. 2016-1007 FOR LED LIGHTING UPGRADE AND T-BAR CEILING TILE REPLACEMENT AT THE CITY OF INDUSTRY CITY HALL BUILDING LOCATED AT 15625 STAFFORD STREET, CITY OF INDUSTRY**

Director of Development Services and Administration Gonzalez provided a staff report to the City Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROPRIATE \$18,110.98 IN AVAILABLE 2015 SALES TAX REVENUE BOND PROCEEDS TO LED LIGHTING AND T-BAR CEILING TILE REPLACEMENT – CIVIC CENTER IMPROVEMENTS (ACCOUNT NO. 120-716-5205) FOR CHANGE ORDER NO. 1 AND CONSTRUCTION MANAGEMENT SERVICES, APPROVE CHANGE ORDER NO. 1, AND DIRECT THE CHIEF DEPUTY CITY CLERK TO FILE THE NOTICE OF COMPLETION. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	HABER
ABSTAIN:	COUNCIL MEMBERS:	NONE

**UPDATE REGARDING STEPS TO ACHIEVE COMPLIANCE WITH THE JANUARY 2016 STATE CONTROLLER'S CITY OF INDUSTRY REVIEW REPORT**

City Manager Philips provided a staff report to the City Council and responded to questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	HABER
ABSTAIN:	COUNCIL MEMBERS:	NONE

**CITY COUNCIL COMMITTEE REPORTS**

There were none.



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**AB1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**CLOSED SESSION**

Chief Deputy City Clerk Schlichting announced there was a need for Closed Session as follows:

10.1 CONFERENCE WITH REAL PROPERTY

Negotiators pursuant to government Code Section 54956.8

Property:	14604 Nelson Avenue, City of Industry
City Negotiators:	Paul J. Philips, City Manager and James M. Casso, City Attorney
Negotiating Party:	San Gabriel Valley Water Company
Under Negotiation:	Price and Terms of Payment

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:16 a.m.

**RECONVENE CITY COUNCIL MEETING**

Mayor Radecki reconvened the meeting at 9:37 a.m. All members of the City Council were present, except for Council Member Haber who was absent.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 10.1, the City Council provided direction to the City Negotiators and nothing further to report.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 9:38 a.m.

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MARK D. RADECKI  
MAYOR

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DIANE M. SCHLICHTING  
CHIEF DEPUTY CITY CLERK

*CITY COUNCIL*

ITEM NO. 5.3



# CITY OF INDUSTRY

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Troy Helling, Acting City Manager *TH*

Staff: Elise Calvo, City Treasurer *EC*

Date: July 26, 2018

**Subject: Statement of Investment Policy**

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### OVERVIEW

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the City of Industry dated July 26, 2018, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the City of Industry's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the City's portfolio goals/priorities, with the intent to protect the assets of the City of Industry. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

### RECOMMENDATION

It is my recommendation that the City Council approve the Investment Policy.

# City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY OF TREASURER

**CITY OF INDUSTRY**  
**STATEMENT OF INVESTMENT POLICY**

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# CITY OF INDUSTRY

## STATEMENT OF INVESTMENT POLICY

Effective July 26, 2018

(Supersedes All Previous Investment Policies)

**1.0 Introduction.** The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

**2.0 Policy.** It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.

**3.0 Scope.** It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City.

**3.1 Pooled Investments.** Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the applicable governing board, unless specifically exempted

**3.2 Investments held separately.** Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

## CITY OF INDUSTRY

### STATEMENT OF INVESTMENT POLICY

**4.0 Objectives.** Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

**4.1. Safety.** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

**4.2 Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

**4.3 Return on investment.** Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.



**CITY OF INDUSTRY**

**STATEMENT OF INVESTMENT POLICY**

**5.0 Authorized investments.** The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601 and is further limited to only these specified investments.

	<b>Investment Type</b>	<b>Maximum Maturity</b>	<b>Maximum Specified % of Portfolio</b>	<b>Minimum Quality Requirements</b>
a.	Securities of the US Government, or its agencies	5 years	None	None
b.	Negotiable certificates of deposits	5 years	30%	None
c.	Non-negotiable certificates of deposits	5 years	None	None
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commerical bank	None
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO
f.	Local Agency Investment Fund (State pool) deposits (Govt. Code Section 16429.1)	N/A	None	None
g.	Passbook Savings account demand deposits			
h.	Repurchase Agreements	1 year	None	None
i.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None
j.	It is the City of Industry's policy not to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).			

## CITY OF INDUSTRY

### STATEMENT OF INVESTMENT POLICY

**6.0 Reporting.** Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.

**7.0 Selection of financial institutions and brokers/dealers.** Investments shall be purchased only through well established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

#### **7.1 Financial Institutions**

- Current audited financial statements
- Depository contracts, as appropriate
- A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

#### **7.2 Broker/Dealers**

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had a positive net earnings for the last reporting period

## CITY OF INDUSTRY

### STATEMENT OF INVESTMENT POLICY

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations contained Rule G-37 of the Municipal Securities Rulemaking Board.

**8.0 Ethics and conflicts of interest.** All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

*CITY COUNCIL*

ITEM NO. 6.1



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Yamini Pathak, Acting Director of Finance  
Christina Aguirre, Financial Analyst II

DATE: July 26, 2018

**SUBJECT: Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000 and Over for FY 2018-2019**

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### **BACKGROUND:**

In FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures citywide. Of the new financial measures implemented, Blanket Purchase Orders (“BPOs”) were identified as a critical fiscal control that allows the City and staff to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the City of Industry (“City”).

Annually, after the City’s operating budget is adopted, Finance will present a BPO Vendor List for all vendors the City anticipates to spend over \$10,000 for the City Council’s (“Council”) consideration to approve for the upcoming fiscal year. On June 28, 2018, the City Council approved and adopted the City’s Operating Budget and budgets for all its affiliated entities for FY 2018-19 (“FY 19”). The FY 19 BPO Vendor List was developed in line with the FY 19 Adopted Budget and accordance with the City’s municipal purchasing codes.

### **DISCUSSION:**

Blanket Purchase Orders (“BPOs”) are a customary financial practice common among all cities in California; and in summary, are utilized to pay for goods and services with vendors and contractors that the City regularly conducts business with during the fiscal year. Although most BPOs can be created under the City Manager’s purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors and services providers the City regularly conducts business with that total \$10,000 and over annually will be presented to Council for formal approval for the new fiscal

year. This will streamline the purchasing process where necessary, and assist staff to efficiently obtain goods and services to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the purchasing or bidding provisions as outlined in the Industry Municipal Code ("IMC"), nor intended to bypass the City's standard agreements and terms. Departments must adhere to the purchasing code and must obtain informal bidding, quoting, or go through a formal procurement process as necessary. Finance will strictly enforce the purchasing code and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the IMC, as it pertains to the Purchasing (IMC Section 3.04) and Bidding Procedures (IMC Section 3.52), that departments must follow and adhere to when obtaining goods and services.

**Supplies & Equipment** - For supplies and equipment (IMC Section 3.04.050), purchases of \$100,000 and under may be made at the discretion of the City Manager on the open market with the solicitation of at least three (3) written proposals. Upon the approval of the City Council, BPOs will be created for all vendors the City regularly conducts business with for supplies and equipment for FY 18.

Purchases of supplies and equipment over \$100,000 require a formal bidding process and formal approval by the Council. Should items over \$100,000 be taken to Council during the current fiscal year, BPOs will be created for these items as Council approves them.

### **BPO Vendor List for FY 19**

The BPO Vendor List for FY 19, attached as Exhibit A, includes all vendors the City regularly conducts business with. The BPO amounts are estimated amounts based on historical spending levels for vendors without formal contracts; all BPO amounts are in line with the FY 19 Adopted Budget.

For all vendors and service providers that total less than \$10,000 annually, BPOs will also be utilized for only vendors that the City regularly conducts business on a recurring basis with throughout the fiscal year.

### **FISCAL IMPACT:**

The BPOs for all vendors and service providers listed in Exhibit A total \$695,000. This has been accounted for and included in the FY 19 Adopted Budget.

### **RECOMMENDED ACTION:**

Staff recommends the City Council approve the BPO Vendor List for vendors totaling \$10,000 and over for FY 19.

Attachments:

1. Exhibit A – FY 19 Blanket Purchase Order Vendor List

**RESOLUTION NO. CC 2018-35**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,  
CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS  
("BPOS") FOR VENDORS TOTALING \$10,000 AND OVER FOR FY  
2018-2019**

**WHEREAS**, In FY 2016-17 ("FY 17"), the Financial Services Department ("Finance") implemented several new internal controls and financial procedures citywide, in which Blanket Purchase Orders ("BPOs") were identified as a critical fiscal control that allows the City and staff to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the City of Industry ("City"); and

**WHEREAS**, BPOs are a customary financial practice common among all cities in California; and in summary, are utilized to pay for goods and services with vendors that the City regularly conducts business with during the fiscal year; and

**WHEREAS**, further, BPOs serve as an informal agreement between the City and vendor to procure goods and services on an "as-needed" and "over-the-counter" basis in a timely and effective manner; and

**WHEREAS**, annually, after the City's operating budget is adopted, Finance will present a BPO Vendor List for all vendors the City anticipates to spend over \$10,000 for the City Council's ("Council") consideration to approve for the upcoming fiscal year; and

**WHEREAS**, on June 28, 2018, the City Council approved and adopted the City's Operating Budget and budgets for all its affiliated entities for FY 2018-19 ("FY 19"); and

**WHEREAS**, the FY 19 BPO Vendor List was developed in accordance with the City of Industry's Municipal Code ("IMC") as it pertains to purchasing (IMC Section 3.04) and Bidding Procedures (IMC Section 3.52); and

**WHEREAS**, the FY 19 BPO Vendor List was also developed in accordance with the FY 19 Adopted Budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY,  
CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The City Council hereby approves the list of Blanket Purchase Orders (“BPOs”), hereto attached as Exhibit A, for all vendors that total \$10,000 and over for FY 2018-19 (“FY 19”).

**Section 3.** The City Council authorizes the City Manager, and/or Designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

**Section 4.** The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry, California, at a regular meeting held on the 26th day of July 2018.

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

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Mark D. Radecki, Mayor

**ATTEST:**

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Diane M. Schlichting, City Clerk



**City of Industry**  
**Blanket Purchase Order Vendor List for FY 2017-18 ("FY 18")**  
**Exhibit A**  
**Vendors Totaling \$10,000 and Over**

Item #	Vendor Name	Primary Purpose	FY 18 Proposed Amount
1	Amazon	Office Supplies-Information Technolgy Supplies	10,000
2	Bryan Press	Office Supplies - City Letterhead, Envelopes, & Business Cards	10,000
3	CDW Government LLC	Office Supplies-Information Technolgy Supplies	100,000
4	Cintas Corporation	Supplies-Office rugs and once a month deep cleaning of bathrooms	10,000
5	Fry's Electronics	Office Supplies-Information Technolgy Supplies	10,000
6	Fuel Pros, Inc.	Property Maintenance - Industry Hills Fuel Station	20,000
7	Home Depot	Property Maintenance Supplies	20,000
8	Kalico Office Furniture	Office Furniture	15,000
9	Lowe's	Property Maintenance Supplies	20,000
10	MailFinance Inc.	Equipment Rental - Lease for Mail Equipment	10,000
11	Merritt's Ace Hardware	Property Maintenance Supplies	15,000
12	Newegg	Information Technolgy Supplies	25,000
13	Outdoor Creations	Facility Supplies	25,000
14	Resource Building Materials	Facility Materials and Supplies	25,000
15	Ricoh USA, Inc.	Printer/Copiers-Lease and Supplies	75,000
16	San Gabriel Valley Newspaper Group	Advertisement - Notices for Invitation of Bids, Public Hearings, and Ordinances, Etc.	50,000
17	SC Fuels	Fuel Purchase for Industry Hills Fuel Tanks	150,000
18	SHI International Corporation	Information Technolgy Supplies	25,000
19	SO Cal Industries	Property Supplies	15,000
20	Staples Business Advantage	Office Supplies	40,000
21	Tec-Refresh, Inc.	Information Technolgy Supplies	25,000
			695,000

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council

**From:** Troy Helling, Acting City Manager *TH*

**Date:** July 26, 2018

**SUBJECT:** Consideration of Resolution No. CC 2018-36, a Resolution of the City Council of the City of Industry, California, adopting an amendment the City's Employee Handbook to add a policy regarding the appointment of acting positions, and amending the provisions concerning education and tuition allowance, and auto allowance

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### Background

From time to time the City makes revisions to the Employee Handbook. The City Manager has determined that there is a need to make a number of revisions to the Handbook to formalize the process and payment for appointment of employees to acting positions; and to amend the provisions for education/tuition allowance and auto allowances.

### Acting Positions:

It is common practice in cities and public agencies to appoint current employees to acting positions, to fill vacant positions. Acting positions require an employee to work out of his/her regular classification, and are generally temporary in nature. The City currently does not have a policy regarding acting positions, and the City Manager recommends that the City Council create a formal policy for the appointment of acting positions. Below is the proposed language for the policy:

### III. EMPLOYEE CLASSIFICATIONS AND CATEGORIES OF EMPLOYMENT

#### J. ACTING APPOINTMENT AND COMPENSATION POLICY

The City Manager shall have authority to assign an existing City employee, who is not appointed by the City Council, to work out of his/her regular classification in an acting position, and assign acting pay that is consistent with the salary range schedule for the position. Said acting position shall not exceed a period of six months, unless approved by the City Council. The employee assigned to an acting position shall return to his/her regular rate of compensation when returned to regular duty.

### **Education/Tuition Allowance**

Under Section IX.J. of the Employee Handbook, the City provides tuition for eligible employees enrolled in work related courses, degrees, and/or certificate programs. However, under the current policy, the City provides payment prior to completion of the courses/programs. Staff is recommending that the policy be revised to operate as a reimbursement, to require the employee to provide evidence of completion of the course/program with a passing grade or proof of certification, and that the class and study time must be outside of work hours. Below is the proposed language for the policy:

## **IX BENEFITS**

### **J. EDUCATION / TUITION REIMBURSEMENT**

Regular full-time employees are eligible for educational expense reimbursement for the cost of tuition and books for work related courses, degrees and/or certificate programs. The eligible employee must complete the Request for Tuition Reimbursement form, and obtain approval by the City Manager prior to enrolling in any course/program for which reimbursement is sought. To receive the reimbursement, the eligible employee must submit a receipt and proof of a passing grade, or in the instance of a certificate program, evidence that the certificate was received. Said receipt and proof of passing grade/certificate must be received within 60 days of completion of the course, or within 60 days of certification. Receipts for books must be provided within 30 days of purchase. Employees are responsible for taxes, if applicable, for sums received through this program. The employee must stay with the City for at least a year after the course is completed, or they shall pay the money back to the City.

All class and study time must be outside of the employee's regular working hours.

### **Auto Allowance:**

Under Section IX.L. of the Employee Handbook, the City is to provide an automobile for use while conducting official City business, to the following employees: City Manager, RDA Executive Director, City Engineer, and Planning Director.

To comply with best practices, it is recommended that the City amend the Handbook to provide an auto allowance solely for the City Manager. Below is the proposed language for the policy:

## **IX. Benefits**

### **L. AUTO ALLOWANCE**

~~damage) for the employee's use of said vehicle. The City shall also provide for maintenance, repair and replacement cost of said automobile, in accordance with City policy.~~

The City shall provide an automobile allowance to the City Manager, which shall be set forth in the City Manager's employment agreement. To obtain the allowance, the City Manager shall maintain a California driver's license, and automobile insurance as required by law, and shall comply with any request from the City to provide evidence of said insurance.

### **Fiscal Impact**

There is no fiscal impact.

**Recommendation**

Staff recommends that the City Council adopt Resolution No. CC 2018-36

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TH/TH

**RESOLUTION NO. CC 2018-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING THE CITY'S EMPLOYEE HANDBOOK TO ADD A POLICY REGARDING THE APPOINTMENT OF ACTING POSITIONS, AND AMENDING THE PROVISIONS CONCERNING EDUCATION/ TUITION ALLOWANCE, AND AUTO ALLOWANCE**

**RECITALS**

**WHEREAS**, on February 12, 2004, the City Council adopted the Employee Handbook for City employees and officers; and

**WHEREAS**, the purpose of the Employee Handbook is to set out the City's rules and policies, together with the benefits available to employees and officers. In addition, the Employee Handbook also sets out the policies mandated by State and Federal Law; and

**WHEREAS**, since adoption of the Employee Handbook there have been a number of amendments to the Employee Handbook; and

**WHEREAS**, to comply with best practices, the City desires to amend the Employee Handbook to include a section concerning the appointment of acting positions, and update the provisions concerning education/tuition allowances, and the auto allowance; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**SECTION 1:** The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** The City Council hereby adds Section K. (Acting Appointment and Compensation Policy) to Section III (Employee Classifications and Categories of Employment), and amends Sections IX (Benefits) J. Education/Tuition Reimbursement) and L. (Auto Allowance) of the Employee Handbook, to read in their entirety as set forth in Exhibit A, attached hereto, and incorporated herein by reference.

**SECTION 3:** The amendment to Section III (Employee Classifications and Categories of Employment) K. (Acting Appointment and Compensation Policy), shall be effective as of May 31, 2018.

**SECTION 3:** The provisions of this Resolution are severable, and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences,

sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 4:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on July 26, 2018 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, City Clerk

## **Exhibit A**

### **Amendments to Employee Handbook**

Section III, J , Section IX, J and Section IX, L

[Attached]

#### III EMPLOYEE CLASSIFICATION AND CATEGORIES OF EMPLOYMENT

##### J. ACTING APPOINTMENT AND PAY POLICY

The City Manager shall have authority to appoint existing City staff that are not appointed by the City Council to an acting position and assign acting pay that is consistent with the salary range schedule.

#### IX BENEFITS

##### J. EDUCATION / TUITION ALLOWANCE

The City provides for tuition for eligible employees enrolled in work related courses, degrees and/or certificate programs. The Employees must complete the Request for Tuition Reimbursement form for the approval by the City Manager prior to enrolling for courses. The Employee shall submit proof that the class or classes were completed to receive the tuition allowance from the City. Employees are responsible for taxes, if applicable, for sums received through the Education / Tuition Allowance program.

##### L. AUTO ALLOWANCE

At present, the following employees are provided an automobile for use while conducting official City business: City Manager, ~~RDA Executive Director, City Engineer, and Planning Director~~. The City shall provide a vehicle or vehicle allowance for the City Manager per the City Manager Employment Agreement. ~~The City shall be responsible for providing liability insurance, bodily injury and property damage) for the employee's use of said vehicle. The City shall also provide for maintenance, repair and replacement cost of said automobile, in accordance with City policy.~~



*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council

**From:** Troy Helling, Acting City Manager *TH*

**Date:** July 26, 2018

**SUBJECT:** Consideration of Resolution No. 2018-37 Rescinding Resolution No. CC 2018-31 and Adopting a Salary Range Schedule for City Employees and City Elected Officials for Fiscal Year 2018-19

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### Background

On June 28, 2018, the City Council adopted a Salary Range Schedule for all City employees and elected officials. The proposed new salary range schedule includes the following change:

- Adding the designation and Salary Range for Public Affairs and Inter Governmental Liaison Manager.

The salary range for this position were derived by reviewing salaries in the following nearby jurisdictions: Norwalk, Lakewood, and Anaheim,

If the above change is approved, staff will begin the recruiting process to fill the position of Public Affairs and Inter Governmental Liaison Manager.

### Recommendation

Staff recommends that the City Council rescind Resolution No. CC 2018-31 and adopt Resolution No. CC 2018-37 adopting salary range schedule for City Employees and elected officials for Fiscal Year 2018-2019.

### Exhibits

- Exhibit A: Proposed Revised 2018-2019 Salary Range Schedule

**RESOLUTION NO. CC 2018-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,  
CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-31 AND  
ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES  
AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019**

**WHEREAS**, the FY 2018-19 ("FY 19") Proposed Operating Budget ("Budget") was presented to the City Council for adoption on June 28, 2018; and

**WHEREAS**, on June 28, 2018, the City Council adopted a Salary Range Schedule for all City Employees and elected officials for FY 19; and

**WHEREAS**, Staff recommends the addition of a Public Affairs and Inter Governmental liaison Manager, therefore it is necessary to update the City's Salary Range Schedule to include this position.

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

**Section 1.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2.** Findings. The City Council finds as follows:

- A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed and elected officers.
- B. The City has followed all legal prerequisites prior to the adoption of this resolution.

**Section 3.** The City Council hereby rescinds Resolution No. CC 2018-31 in its entirety, and all prior salary range resolutions.

**Section 4.** The City Council hereby approves the City of Industry Salary Range Schedule for Fiscal Year 2018-2019, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 5.** The City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request. A copy of this Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

**Section 6.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 7.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on July 26, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Mark D. Radecki, Mayor

**ATTEST:**

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Diane M. Schlicting, City Clerk

**EXHIBIT A**

# CITY OF INDUSTRY



## SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: July 1, 2018

### NON-MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
1	Receptionist I	Annually	\$39,000.00	\$52,000.00	NE
		Monthly	\$3,250.00	\$4,333.33	
2	Administrative Technician I Receptionist II	Annually	\$48,360.00	\$64,479.96	NE
		Monthly	\$4,030.00	\$5,373.33	NE
3	Accounting Technician I	Annually	\$50,700.00	\$67,599.96	NE
	Administrative Technician II	Monthly	\$4,225.00	\$5,633.33	NE
	Planning Technician I				NE
4	Human Resources Technician I	Annually	\$53,040.00	\$70,719.96	NE
		Monthly	\$4,420.00	\$5,893.33	
5	Accounting Technician II	Annually	\$55,848.00	\$74,463.96	NE
	Code Enforcement Officer I	Monthly	\$4,654.00	\$6,205.33	NE
	Information Technology Technician				NE
	Planning Technician II				NE
6	Code Enforcement Officer II	Annually	\$58,500.00	\$78,000.00	NE
	Human Resources Technician II	Monthly	\$4,875.00	\$6,500.00	NE
	Accounting Technician III (New Position)				NE
7	Accountant I	Annually	\$61,386.00	\$81,848.04	NE
	Financial Analyst I	Monthly	\$5,115.50	\$6,820.67	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
8	Information Technology Analyst	Annually	\$64,350.00	\$85,800.00	NE
	Deputy City Clerk	Monthly	\$5,362.50	\$7,150.00	NE
	Deputy City Treasurer				

# CITY OF INDUSTRY

## SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: July 1, 2018

### MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
10	Accountant II	Annually	\$70,980.00	\$94,640.04	E
	Financial Analyst II	Monthly	\$5,915.00	\$7,886.67	E
	Human Resources Analyst II				E
	Management Analyst II				E
	Project Coordinator				E
12	Accountant III	Annually	\$85,878.00	\$114,504.00	E
	Financial Analyst III	Monthly	\$7,156.50	\$9,542.00	E
	Human Resources Analyst III				E
	Management Analyst III				E
13	Executive Assistant to the City Manager	Annually	\$94,458.00	\$125,943.96	E
	Senior Information Technology Analyst	Monthly	\$7,871.50	\$10,495.33	E
					E
15	Building and Operations Manager	Annually	\$114,270.00	\$152,360.04	E
	Finance Manager	Monthly	\$9,522.50	\$12,696.67	E
	Planning and Safety Manager				E
	Public Affairs and Inter Governmental Liaison Manager				
16	City Clerk	Annually	\$120,825.00	\$161,100.00	E
		Monthly	\$10,068.75	\$13,425.00	
19	City Treasurer	Annually	\$167,232.00	\$222,975.96	E
		Monthly	13,936.00	\$18,581.33	
20	Director of Finance	Annually	\$183,924.00	\$245,232.00	E
	Assistant City Manager	Monthly	\$15,327.00	\$20,436.00	E
25	City Manager - Contract Position	Annually		\$225,000.00	E
		Monthly		\$18,750.00	

# CITY OF INDUSTRY

## SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: July 1, 2018

### PART-TIME EMPLOYEES (HOURLY)

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
PT-1	P/T Receptionist I	Hourly	\$18.75	\$25.00	N/A
PT-2	P/T Receptionist II Administrative Technician I	Hourly	\$23.25	\$31.00	N/A
PT-3	Administrative Technician II	Hourly	\$24.38	\$32.50	N/A
PT-5	Code Enforcement Officer I IT Technician	Hourly	\$26.85	\$35.80	N/A
PT-6	Code Enforcement Officer II	Hourly	\$28.13	\$37.50	N/A

### BOARDS AND COMMISSIONS

	<u>POSITION</u>		<u>SALARY RANGE</u>	
			<u>Monthly</u>	<u>Exempt</u>
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend	\$2,009.00	E
BC-2	Industry Public Utilities Commission	Stipend	\$256.00	E
BC-3	Planning Commission	Stipend	\$709.00	E
BC-4	Civic Recreational Industrial Authority	Stipend	\$709.00	E
BC-5	Industry Property and Housing Management Authority	Stipend	\$625.00	E



*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager *TH*

**STAFF:** Kristen Weger, Management Analyst III *KW*

**DATE:** July 26, 2018

**SUBJECT:** Consideration of a Bailment Agreement with the County of Los Angeles for the Use of a Vehicle by the Los Angeles County Sheriff's Department, Industry Station's Youth Athletic League from July 26, 2018 to July 25, 2024

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### **Discussion:**

The City seeks to enter into a Bailment Agreement ("Agreement") with Los Angeles County ("County") for the use of one (1) vehicle by the Los Angeles County Sheriff's Department. The Agreement provides for the use of one (1) 2018 Ford F250 vehicle for a period of six (6) years.

It is in the best interest of the City to continue the bailment of vehicles with the Los Angeles County Sheriff's Department, as this vehicle will be used to support program activities for at-risk youth in surrounding communities, through the Youth Athletic League. The County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the vehicle.

The vehicle will remain the property of the City of Industry, and the vehicles will return to the City at the conclusion of the Bailment Agreement. The City or County may terminate the Agreement at any time by giving five (5) calendar days advance written notice.

### **Fiscal Impact:**

No fiscal impact.

### **Recommendation:**

- 1) Staff recommends that the City Council approve the Bailment Agreement.

### **Exhibit:**

- A. Bailment Agreement by and between County of Los Angeles and City of Industry, dated July 26, 2018

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TH/KW:yp

**EXHIBIT A**

Bailment Agreement by and between County of Los Angeles and City of Industry,  
dated July 26, 2018

[Attached]

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES AND  
CITY OF INDUSTRY**

This Bailment Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") by and between the County of Los Angeles ("County") and the City of Industry.

1. **Bailment of Property**: The City of Industry hereby bails the following vehicle to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):

2018 FORD F250, Vehicle Identification Number 1FT7W2B65HEC2251Z

2. **Term of Bailment**: The term of this Agreement shall be for six (6) years, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance**: County shall exercise due care for the safekeeping of the Vehicle. County has the right to inspect said Vehicle prior to acceptance. County shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturers/owner's manual that comes with the Vehicle. The County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. County will provide, install, and maintain all required law enforcement equipment including voice radios, lights, sirens and graphics on the Vehicle. All required law enforcement equipment installed by County will be removed from the Vehicle prior to return of the Vehicle to the City of Industry.

4. **Indemnification**: County agrees to indemnify and defend the City of Industry from any and all liability, losses, or damages the City of Industry may suffer and from any claims, demands, costs, or judgments against the City of Industry arising out of County's use or operation of the City of Industry's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions. Vehicle will be covered under County liability policy.

5. **Title:** Legal title to the Vehicle is, and shall at all times, remain in the name of the City of Industry. County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by County to any persons other than the City of Industry without the City of Industry's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, County's use of the Vehicle shall be at no cost.

7. **Inspection by City of Industry:** County agrees to allow the City of Industry to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. County shall provide the City of Industry with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the City of Industry or any government agency may require from time to time.

8. **Use of Vehicle:** Vehicle will be used solely for the City of Industry Youth Athletic League except for declared emergencies. County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicle's odometer or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
  - b) For an illegal purpose or by a person under the influence of alcohol or narcotics.
9. **Risk of Loss:** County shall assume all risks of loss to the Vehicle:
- a) From the time the Vehicle is delivered by the City of Industry to County and upon inspection and acceptance by County.
  - b) Until the Vehicle is returned to the City of Industry at its place of business.

Upon inspection/acceptance of the Vehicle, County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

In the event of damages to a Vehicle, County shall notify the City of Industry to that effect and follow such instructions that the City of Industry may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City of Industry agreement as to such condition), County shall properly notify the City of Industry thereof and hold any wreckage for disposal by the City of Industry. With respect to any loss, theft, or destruction of a Vehicle, County and the City of industry shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed

Vehicle immediately prior to any such loss.

10. **Termination**: Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicle to the City of Industry.

11. **Amendments**: No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices**: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department  
Attn: Communications and Fleet Management Bureau  
1277 North Eastern Avenue  
Los Angeles, CA 90063

City of Industry  
Attn: Acting City Manager  
15625 East Stafford Street  
City of Industry, CA 91744

13. **Independent Contractor**: This Agreement is by and between County and the City of Industry and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the City of Industry. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue**: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The City of Industry agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver**: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or

under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The City of Industry represents and warrants that the person executing this Agreement for the City of Industry is an authorized agent who has actual authority to bind the City of Industry to each and every term, condition, and obligation of this Agreement and that all requirements of the City of Industry have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES AND  
CITY OF INDUSTRY**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Industry has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized officer.

COUNTY OF LOS ANGELES

CITY OF INDUSTRY

By \_\_\_\_\_  
Chair, Board of  
Supervisors

By \_\_\_\_\_  
Mark D. Radecki, Mayor

By \_\_\_\_\_  
Diane M. Schlichting, City Clerk

By \_\_\_\_\_  
James M. Casso, City Attorney

ATTEST:  
Lori Glasgow Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:  
Mary C. Wickham County Counsel

By \_\_\_\_\_



*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**To:** Honorable Mayor Radecki and Members of the City Council

**From:** Troy Helling, Acting City Manager *TH*

**Staff:** Kristen Weger, Management Analyst III *kw*

**Date:** July 26, 2018

**SUBJECT:** Consideration of Amendment No. 2 to the License Agreement with Downtown Apex Motors, LLC, for Access to Assessor's Parcel No. 8264-012-925 located at 17300 East Gale Avenue as a Temporary Overflow Parking Area for Vehicle Inventory

---

### Background

On June 23, 2016, City Council approved a License Agreement ("Agreement") with Downtown Apex Motors, LLC for the temporary use of the property located at 17300 East Gale Avenue ("Property") as an overflow parking area for vehicle inventory. The License Agreement was for a term of one year, terminating on June 23, 2017 with a lease rate of \$100 per month payable to the City of Industry.

On June 22, 2017, City Council approved Amendment No. 1 to the Agreement, and increased the term by one year, and increased the rental payment to \$538.00, consistent with what was being paid by other parties with agreements for the use of City property.

Amendment No. 2 to the License Agreement provides for six (6) additional months of parking from June 24, 2018 to January 25, 2019. The lot is ideal for overflow vehicle parking due to the close proximity to the Fiat of Puente Hills car dealership currently in development across the street. The City may, by written notice, terminate the License Agreement at any time.

### Fiscal Impact

Downtown Apex Motors, LLC will be leasing .538 of one (1) acre at a lease rate of \$1,000 per acre per month. Payment of \$538.00 per month shall be payable to the City of Industry in advance on the first day of each month during the term of the Agreement.

**Recommendation**

- 1.) City staff recommends that City Council approve Amendment No. 2 to the License Agreement with Downtown Apex Motors, LLC dated July 26, 2017.

**Exhibits:**

- A. Amendment No. 2 to the License Agreement with Downtown Apex Motors, LLC, dated July 26, 2018
  - B. Amendment No.1 to the License Agreement with Downtown Apex Motors, LLC, dated June 22, 2017
  - C. License Agreement with Downtown Apex Motors, LLC, dated June 23, 2016
- 

TH/KW:mk

**EXHIBIT A**

Amendment No. 2 to the License Agreement with Downtown Apex Motors, LLC, dated  
July 26, 2018

[Attached]

**AMENDMENT NO. 2  
TO THE LICENSE AGREEMENT**

This Amendment No. 2 to the License Agreement (“Agreement”), is made and entered into this 26th day of July, 2018, by and between the City of Industry, a California municipal corporation (“Licensor/City”) and Downtown Apex Motors, LLC a California Limited Liability Company (“Licensee”). Licensor and Licensee are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 23, 2016, the Agreement was entered into and executed between the Licensor and Licensee to allow Licensee to use a portion of City owned property located at 17300 East Gale Avenue, City of Industry, CA 91744 (“Premises”); and

**WHEREAS**, on or about June 22, 2017, City Council approved Amendment No. 1 to the License Agreement extending the term for one year, and increasing the license fee to \$538.00 per month; and

**WHEREAS**, pursuant to the terms of the Agreement, the License terminated on June 23, 2017, however the Licensee desires to continue utilizing the Property for an additional six months, and has requested a six month extension; and

**WHEREAS**, Staff recommends that term of the Agreement be extended to January 25, 2019; and

**WHEREAS**, in exchange for the additional License period, Licensee has agreed to pay the City a license fee of \$538.00 per month, and Staff recommends that the payment provisions for the Agreement be amended accordingly; and

**WHEREAS**, for the reasons set forth herein, the City and Licensee desire to enter into this Amendment No. 2, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 10. Term, Termination and Remedies.**

The first sentence of Section 10 is hereby amended to read in its entirety as follows:


The License shall commence as of June 24, 2018, and shall automatically terminate on January 25, 2019.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

**“CITY”**  
City of Industry

**“LICENSEE”**  
Downtown Apex Motors, LLC

By: \_\_\_\_\_  
Troy Helling, Acting City Manager

By:  \_\_\_\_\_  
Dennis Lin, Manager

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT B**

Amendment No. 1 to the License Agreement with Downtown Apex Motors, LLC, dated  
June 22, 2017

[Attached]

**AMENDMENT NO. 1  
TO THE LICENSE AGREEMENT**

This Amendment No. 1 to the License Agreement (“Agreement”), is made and entered into this 22<sup>nd</sup> day of June, 2017, by and between the City of Industry, a California municipal corporation (“Licensor/City”) and Downtown Apex Motors, LLC a California Limited Liability Company (“Licensee”). Licensor and Licensee are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 23, 2016, the Agreement was entered into and executed between the Licensor and Licensee to allow Licensee to use a portion of City owned property located at 17300 East Gale Avenue, City of Industry, CA 91744 (“Premises”); and

**WHEREAS**, pursuant to the terms of the Agreement, the License terminates on June 23, 2017, however the Licensee desires to continue utilizing the Property for an additional year, and has requested a one year extension; and

**WHEREAS**, Staff recommends that term of the Agreement be extended to June 23, 2018; and

**WHEREAS**, in exchange for the additional License period, Licensee has agreed to pay the City a license fee of \$538.00 per month, and Staff recommends that the payment provisions for the Agreement be amended accordingly; and

**WHEREAS**, for the reasons set forth herein, the City and Licensee desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 2. Payment.**

The first sentence of Section 2 is hereby amended to read in its entirety as follows:

Licensee shall pay to Licensor, and Licensor agrees to accept Five Hundred Thirty-Eight Dollars (\$538.00) (“License Payment”) per month for the use of the Premises.

**Section 10. Term, Termination and Remedies.**

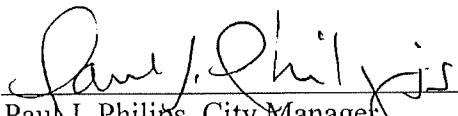
The first sentence of Section 10 is hereby amended to read in its entirety as follows:

The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on June 23, 2018.



IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

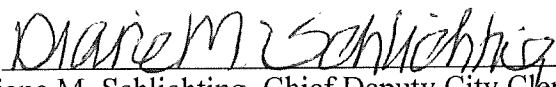
**“CITY”**  
**City of Industry**

By:   
Paul J. Phillips, City Manager


**“LICENSEE”**  
**Downtown Apex Motors, LLC**

By:   
Dennis Lin, Manager

**Attest:**

By:   
Diane M. Schlichting, Chief Deputy City Clerk

**APPROVED AS TO FORM**

By:   
James M. Casso, City Attorney

**EXHIBIT C**

License Agreement with Downtown Apex Motors, LLC, dated June 23, 2016

[Attached]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated June 23, 2016, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Downtown Apex Motors, LLC a California limited liability company (“**Licensee**”) (Licensor and Licensees are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the City is the owner of certain property located at the southeast corner of South Hatcher Avenue and 17300 East Gale Avenue, City of Industry, CA 91744 and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8264-012-925**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises as an overflow parking area for its vehicle inventory, and to market vehicles to potential customers; and

**WHEREAS**, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises and to use the Premises for as an overflow parking area for its vehicle inventory, and to market vehicles to potential customers (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 6 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the Permitted Use.
2. Payment. Licensee shall pay to Licensor, and Licensor agrees to accept One Hundred Dollars (\$100.00) (“**License Payment**”) per month, for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. For the month of June 2016, the rent shall be pro-rated, and the pro-rata License Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 E. Stafford Street, #100, City of Industry, CA 91746.
3. Permitted Use. The Permitted Use is hereby defined to include overflow parking area for vehicle inventory, and the marketing of vehicles to potential customers. Said marketing shall only be conducted during regular business hours of Licensee. Further, Licensee shall ensure that upon close of business each day, all vehicles are locked and secured on the Premises, that all bollards are locked, and that there is sufficient lighting on the premises to deter theft, and other criminal activities. Prior to any initial entry on the Premises, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the vehicles on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles.

Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department prior to initial entry on the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Disclaimer of Condition of Property. Licensor makes no warranty or representation of any kind concerning the Premises, or the fitness of the Premises for the Permitted Use.

5. Maintenance of Premises. Licensee shall be responsible for maintaining all landscaping and weed abatement on the Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

6. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("Permits") by any and all governmental authorities having jurisdiction over the Premises for Licensee's exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee's behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. In the event that Licensee receives any complaint that could result in a claim being filed against Licensor, or in the event anyone is injured on the Premises, Licensee shall report this information to Licensor immediately.

7. Liens.

7.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor's other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee's use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor's election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

7.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

8. Insurance.

Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

(a) Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The Licensor and City Representatives, (as defined in Section 7, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

3. Contractors and Subcontractors

Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

4. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

5. Waiver of Subrogation

Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such

endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### 6. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### 7. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### 8. Deductibles

All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

#### 9. Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### 10. Occurrence Basis Coverage

All policies shall be written on an occurrence basis unless otherwise approved by the City.

9: Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and board members of the City collectively, the "City Representatives", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action; known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "Losses and Liabilities"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities.

10. Term, Termination and Remedies. The License shall commence as of June 23, 2016, and shall automatically terminate on **June 23, 2017**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the

Premises and comply with the provisions of Section 3 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

11. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to inspect the premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time.

12. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

13. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, agency or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

14. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Paul Philips  
City Manager  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
Tel: (626) 333-2211  
paul@cityofindustry.org

With a Copy to: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746  
Tel (626) 512-5470  
jcasso@cassosparks.com

Licensee: Dennis Lin, President  
Downtown Apex Motors, LLC  
4245 Lankershim Boulevard  
North Hollywood, CA 91602  
Tel (818) 432-5800  
dlin@centurywestbmw.com

15. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee is entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee does so at their sole

risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

16. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Developer hereby expressly waives all provisions of law providing for a change of venue due to the fact that the Agency may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between Agency and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

17. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

"LICENSOR"

**CITY OF INDUSTRY**

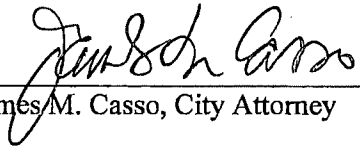
By: Paul Philips 8/23/2016  
Paul Philips, City Manager

ATTEST:

Cecelia Dunlap  
Cecelia Dunlap, Deputy City Clerk




APPROVED AS TO FORM:

  
James M. Casso, City Attorney

“LICENSEE”

**DOWNTOWN APEX MOTORS, LLC**

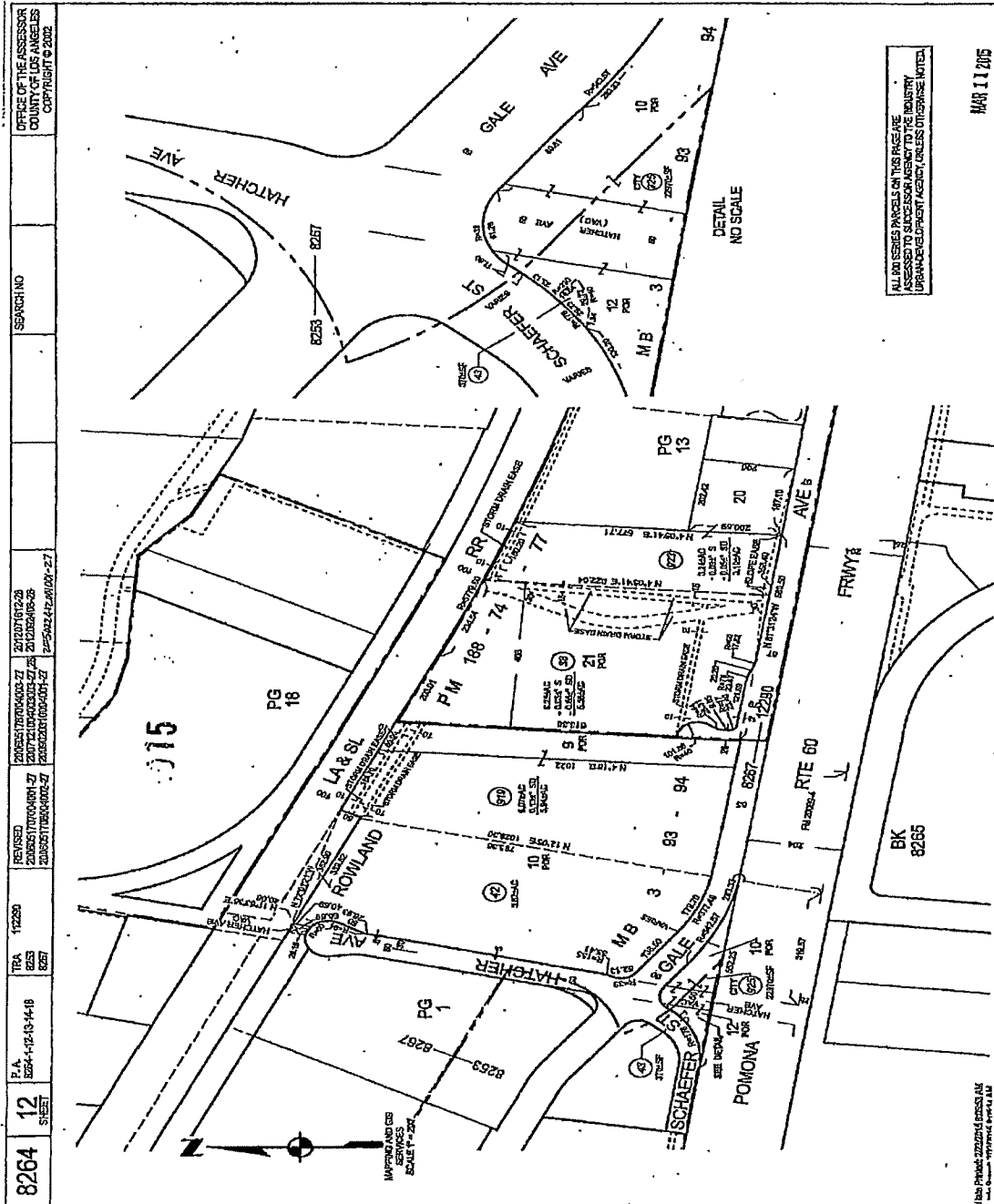
By:   
Dennis Lin, Manager

# EXHIBIT A

## Legal Description

Assessor's Parcel Number (APN) 8264-012-925 located at the southeast corner of South Hatcher Avenue and 17300 East Gale Avenue, City of Industry, CA 91744.

Location Map – Southeast corner of S. Hatcher Avenue and 17300 E. Gale Avenue



*CITY COUNCIL*

ITEM NO. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager *TH*

**STAFF:** Dina Lomeli, Contracted Assistant Planner II *DL*  
Kristen Weger, Management Analyst III *KW*

**DATE:** July 26, 2018

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, increasing compensation under the original Agreement by \$3,000.00 (Project No. PL-JN-18-002-DD)

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### **Background:**

On May 10, 2018, the City Council approved a Professional Services Agreement ("Agreement") with PlaceWorks, Inc. ("Placeworks") in an amount not to exceed \$29,887.00 for an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, Contract No. PL-JN-18-002-DD.

On June 28, 2018, the City Council approved Amendment No. 1 to the Agreement to allow for the preparation of a traffic and circulation study. The cost of the traffic and circulation study is \$10,660.00.

On July 6, 2018, the City Engineer requested that Placeworks provide an additional proposal to include the following intersections as part of the traffic study: Hacienda Boulevard/Stafford Street, Hacienda Boulevard/Don Julian Road, Valley Boulevard/Proctor Road, Valley Boulevard/Stimson Avenue and Valley Boulevard/Turnbull Canyon Road.

Amendment No. 2 to the Agreement allows for the additional intersections to be included in the traffic study, and will increase the traffic and circulation study by \$3,000.00, and compensation under the Agreement must be increased accordingly.

Table 1 – Summary of Project Costs

Consultant	Costs
Professional Services Agreement with PlaceWorks, Inc.	\$29,887.00

Amendment No. 1 to Professional Services Agreement with PlaceWorks, Inc.	\$10,660.00
Amendment No. 2 to Professional Services Agreement with Placeworks, Inc.	\$3,000.00
Total Costs	\$43,547.00

**Fiscal Impact:**

Appropriate \$3,000.00 to the General Fund – Planning – Professional Services (Account No. 100-521-5120.01) for the Professional Services Agreement with PlaceWorks, Inc. The City will recover the costs of this contract through cost recovery agreements with developers.

**Recommendation:**

- 1.) Approve Amendment No. 2 to the Professional Services Agreement with PlaceWorks, Inc., amending the Scope of Services to include additional intersections in the traffic and circulation study, and increasing compensation under the Agreement by \$3,000.00 from May 10, 2018 to May 9, 2019; and
- 2.) Appropriate \$3,000.00 to the General Fund – Planning – Professional Services (Account No. 100-521-5120.01).

**Exhibits:**

- A. Amendment No. 2 to the Professional Services Agreement with Placeworks, Inc. dated July 26, 2018.
- B. Amendment No. 1 to the Professional Services Agreement with Placeworks, Inc., dated June 28, 2018.
- C. Professional Services Agreement with PlaceWorks, Inc., dated May 10, 2018.

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TH/DL/KW:mk

**EXHIBIT A**

Amendment No. 2 to the Professional Services Agreement with Placeworks, Inc., dated  
July 26, 2018

[Attached]

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH PLACEWORKS, INC.**

This Amendment No. 2 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26<sup>th</sup> day of July, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about May 10, 2018, the City, approved a Professional Services Agreement with PlaceWorks, Inc., to provide an initial study/negative declaration or mitigated negative declaration for a development project at 333 Hacienda Boulevard, Industry; and

**WHEREAS**, during the initial review of the initial study/negative declaration or mitigated negative declaration it was determined that a traffic study would be need to be prepared to complete the assessment;

**WHEREAS**, on or about June 28, 2018, the City, approved Amendment No. 1 to the Professional Services Agreement to include the traffic study and the additional costs related thereto; and

**WHEREAS**, during the traffic study review it was determined by the City Engineer that additional intersections need to be evaluated as part of the traffic study. The Parties desire to amend the Agreement to increase the compensation by \$3,000.00, and to include the additional intersections in the traffic and circulation study in the scope of services; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 4. Payment**

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Forty Three Thousand Five Hundred Forty Seven Dollars (\$43,547.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Exhibit A Scope of Services**

Task 3. The second sentence is hereby amended to read in its entirety as follows:

The environmental analysis in the IS/MND will be supported by technical studies provided by the

applicant and peer reviewed by Consultant or by the analysis of our qualified staff, including a traffic and circulation study prepared by Consultant, which shall be incorporated into the IS/MND, and which shall include the intersections of Hacienda Boulevard/Stafford Street, Hacienda Boulevard/Don Julian Road, Valley Boulevard/Proctor Road, Valley Boulevard/Stimson Avenue and Valley Boulevard/Turnbull Canyon Road.



IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

**"CITY"**

City of Industry

**"CONSULTANT"**

PlaceWorks, Inc.

By: \_\_\_\_\_  
Troy Helling, Acting City Manager

By:  \_\_\_\_\_  
Dwayne Mears, Principal

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**EXHIBIT B**

Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., dated  
June 28, 2018

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH PLACEWORKS, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 28<sup>th</sup> day of June, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about May 10, 2018, the City, approved a Professional Services Agreement with PlaceWorks, Inc., to provide an initial study/negative declaration or mitigated negative declaration for a development project at 333 Hacienda Boulevard, Industry; and

**WHEREAS**, during the initial review of the initial study/negative declaration or mitigated negative declaration it was determined that a traffic study would be need to be prepared to complete the assessment;

**WHEREAS**, given the traffic study required for the initial study/negative declaration or mitigated negative declaration, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$10,660.00, and to include the traffic and circulation study in the scope of services; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

**Section 4. Payment**

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Forty Thousand Five Hundred Forty Seven Dollars (\$40,547.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Exhibit A Scope of Services**

Task 3. The second sentence is hereby amended to read in its entirety as follows:


The environmental analysis in the IS/MND will be supported by technical studies provided by the applicant and peer reviewed by Consultant or by the analysis of our qualified staff, including a traffic and circulation study prepared by Consultant, which shall be incorporated into the IS/MND.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

**“CITY”**  
City of Industry

**“CONSULTANT”**  
PlaceWorks, Inc.

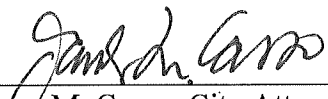
By:   
Troy Helling, Acting City Manager

By:   
Dwayne Mears, Principal

**Attest:**

By:   
Diane M. Schlichting, City Clerk

**APPROVED AS TO FORM**

By:   
James M. Casso, City Attorney

**EXHIBIT C**

Professional Services Agreement with PlaceWorks, Inc., dated May 10, 2018

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 10, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and PlaceWorks, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

**WHEREAS**, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 9, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing planning consultant services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom

Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### 3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### 4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Nine Thousand Eight Hundred Eighty-Seven Dollars (\$29,887) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

#### **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

#### **6. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written



material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## 7. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## 8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

**9. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**10. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

**11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any

agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

**13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744  
Attention: City Manager

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant: PlaceWorks, Inc.

3 MacArthur Place, Suite 1100  
Santa Ana, CA 92707  
Dwayne Mears, Principal

**15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

**16. GOVERNING LAW/ATTORNEYS' FEES**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**19. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**20. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**21. WAIVER**

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

**22. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**"CITY"**  
City of Industry

**"CONSULTANT"**  
PlaceWorks, Inc.

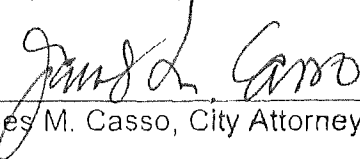
By:   
Troy Helling, Acting City Manager

By:   
Dwayne Mears, Principal

**Attest:**

By:   
Diane M. Schlichting, City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Rate Schedule  
                         Exhibit C      Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall prepare an **Initial Study/ Negative Declaration or Mitigated Negative Declaration** (“IS/ND or MND”), and any related mitigation monitoring and reporting program (“MMRP”) for the project located at 333 Hacienda Boulevard (“Project”) (as detailed below). Consultant shall peer review the technical studies provided by the Project applicant and incorporate all mitigation measures identified for the Project into the IS/ND or MND. Consultant shall prepare responses to comments on the environmental document and attend all public hearings.

#### **TASK 1. PROJECT INITIATION**

Consultant will attend a kick-off meeting with the applicant’s project team and City staff to discuss the project and the proposed scope of work. During the meeting, Consultant will identify data needs, project objectives, and document review protocol and ensure that deliverables are consistent with the overall project timeline.

##### **Deliverable:**

- Kick-off Meeting
- Tentative project schedule

#### **TASK 2. PROJECT DESCRIPTION**

With information from the kick-off meeting and application materials, Consultant will prepare a comprehensive project description that complies with the California Environmental Quality Act (“CEQA”), articulates the proposed development, lists all required discretionary approvals, describes any off-site improvements necessary to support the project, and includes any other pertinent project information. Because the project description is the foundation of the environmental document, Consultant will submit the draft project description to the City and the applicant for review prior to including it in the analysis.

##### **Deliverable:**

- **Project Description**

#### **TASK 3. PREPARE FIRST AND SECOND SCREEN CHECK IS/MND AND MMRP**

Consultant will prepare the first draft of the IS/MND for review by the City. The environmental analysis in the IS/MND will be supported by technical studies provided by the applicant and peer reviewed by Consultant or by the analysis of our qualified staff. All technical studies used as evidence in the analysis will be included as appendices or referenced from other adopted documents. We will work with City staff to include information important to the analysis and consistent with other, similar projects in the City. The first submittal will include all graphics and appendices and will be in both hard copy and electronic formats (Word document).

Consultant will coordinate all mitigation with the City to ensure that it is consistent with previous actions by the City and within the ability and jurisdiction of the City to implement. With the first draft of the IS/MND, a mitigation monitoring and reporting program (MMRP) consistent with Section 15097 of the CEQA Guidelines will be provided. The MMRP will

include all proposed mitigation measures, timing, and responsibility. Consultant will update the MMRP consistent with changes to the IS/MND during staff review.

Depending on the extent of staff comments, Consultant will either coordinate a conference call to review the documents or attend a meeting at the City to review them. To assist in staff review, a second screen check draft IS/MND will be prepared with all edits in track-change mode to demonstrate where changes have been made in response to comments on the first draft.

**Deliverables:**

- First and Second Screen Check IS/MND
- MMRP
- Distribution List

**Peer Review**

As part of Task 3, Consultant will peer review the documents provided by the applicant as part of the application to ensure they are adequate for use in the IS/MND. Any concerns about adequacy or missing items will be brought to the City's attention. Consultant will work with the City and applicant's consultant to resolve any issues, and Consultant will prepare any additional technical work, as directed by the City. Such additions to this scope will require augments to the budget. Studies in the application include:

- » Phase I and Phase II Environmental Assessments
- » Geotechnical Report
- » Exterior Noise Analysis
- » Hazardous Material Survey Report
- » Hydrology Studies, Water Quality Management Plan

**Air Quality and Greenhouse Gas Emissions**

Consultant will prepare an air quality and greenhouse gas emissions analysis to evaluate impacts of the proposed industrial project. The analysis will be prepared in accordance with the current methodology of the South Coast Air Quality Management District ("SCAQMD") for projects in the South Coast Air Basin (SoCAB). Emissions will be quantified using the latest version of SCAQMD's California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS/MND and modeling included as an appendix.

**Noise and Vibration**

Consultant will perform a peer review of the exterior noise analysis for its adequacy for use in the IS/MND. Any concerns will be identified. This reviewed noise analysis will serve as the basis for preparing the initial study's noise section.

**SB 52/Tribal Consultation**



SB 52 requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. The City has received such notifications from the Soboba Band of Luiseño Indians and Gabrieleño Band of Mission Indians – Kizh Nation. As required under SB 52, Consultant will prepare letters to these tribes identifying the site location, describing the project, and identifying the City's contact person.

### **Traffic and Circulation: Traffic Study**

Consultant will evaluate the project's potential traffic impacts in the vicinity of the site. A traffic impact analysis will be prepared in conformance with the City of Industry's approved methodologies. The analysis will be prepared under the supervision of a licensed traffic engineer who has extensive experience with projects in the City.

**Project Initiation and Scoping Agreement.** Consultant will review the project information; conduct a site visit to review the site conditions; and review key documentation, including the City's General Plan Circulation Element and traffic impact studies recently prepared for projects in the vicinity of the site. A scoping agreement/memorandum of understanding for the traffic impact study will be prepared for City staff approval. The scoping agreement will include a trip generation estimate for the project, trip distribution, and a list of study area intersections to be evaluated, and it will identify ambient growth rate and scenarios to be evaluated. Due to the anticipated truck traffic with the project, trip generation estimates will be provided in passenger-car equivalence.

**Inventory of Roadway and Intersection Conditions.** Consultant staff will conduct a field inventory of up to three intersections to verify existing roadway parameters. Roadway parameters include traffic control devices, approach lanes, existing roadway lane configurations, storage lanes, signal phasing, speed limit, roadway classification, sidewalks, and bike lanes for the roadway segments in the vicinity of the project site. In addition, weekday AM and PM peak hour turn movement volumes will be collected at up to three intersections and two roadway segments.

**Determine Cumulative Traffic Volumes.** Consultant staff will consult with the City to include trips from up to 15 cumulative developments that could be operational at the time of project opening. Trip generation and trip distribution for the cumulative developments will be estimated for inclusion in the background traffic conditions at project opening year.

**Evaluate Existing and Future Traffic Conditions.** Consultant will use project trip generation and distribution estimates in combination with ambient growth and cumulative project assumptions to develop traffic volumes and levels of service (LOS) for the AM and PM peak hours at the study area intersections.

We will evaluate the following scenarios:

- » Existing
- » Existing With Project
- » Opening Year Without Project
- » Opening Year With Project

Potential impacts with the project will be evaluated according to methodology and thresholds of significance criteria approved by City Staff in the scoping agreement. Mitigation measures will be recommended if necessary. The report will take into consideration traffic activity from nearby uses such as local shopping plazas and business centers. The percentage of fair share for the project will be calculated at each impacted location where mitigation is needed.

**Review Site Plan Access.** Consultant will review site access driveways for sight distance and discuss safety of the egress and ingress at access driveways based on the adequacy of sight distance. It will also identify other potential site access issues, such as queuing at access driveways, turn restrictions, and internal circulation. If necessary, recommendations will be made to ensure that adequate access is provided.

**Traffic Report.** Consultant will document the results of the traffic impact analysis in a draft technical report that incorporates the findings and all supporting calculations. It will include a trip generation estimate, trip distribution, intersection study areas, ambient growth rate, and evaluations of existing and future traffic conditions. The draft report will be submitted for City review and approval. A final traffic report will be prepared to address comments from City staff.

#### **TASK 4. PREPARE PROOF CHECK DRAFT IS/MND**

Upon receipt of the City's and applicant's comments on the second screen check IS/MND submittal, Consultant will make revisions and resubmit the document as a proof check IS/MND. A proof check IS/MND is the final print copy of the IS/MND before printing. No major comments on the document are anticipated from City staff at this review.

**Deliverable:**

- Proof Check IS/MND

#### **TASK 5. CIRCULATION OF DRAFT IS/MND AND MMRP**

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND and MMRP. Consultant will prepare electronic versions of CEQA document; City will print hard copies as needed. Consultant will prepare for City distribution ALL required CEQA notices for this project (Notice of Intent). The City will be responsible for newspaper notices.

Once the forms and distribution list are approved, Consultant will send the IS/MND and requisite forms to the State Clearinghouse, distribute the IS/MND to the contacts on the City's distribution list, and ensure that the appropriate notices are published and that the requirements of CEQA regarding distribution are met.

**Deliverables:**

- Draft IS/MND and MMRP
- Distribution to SCH and Agency Mailing List
- Notice of Intent to Adopt (M)ND

#### **TASK 6. PREPARE RESPONSES TO COMMENTS**

Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review the comments and format them so that each comment is assigned a unique letter/number combination. We will evaluate the extent of the comments and will review our approach to the responses with the City. Consultant will prepare a response for all comments that raise environmental issues and work with the applicant and the City to provide responses for comments that refer to the project or process. The response to comments will be prepared as a separate document in draft form for the City to review. Consultant will address any City comments and prepare a final document to be included as part of the record for the project.

**Deliverable:**

- Responses to Comments

**TASK 7. MEETING ATTENDANCE AS NEEDED**

In addition to the kick-off meeting, the Consultant will attend the following public meetings:

- » Planning Commission public hearings (one or more meetings, budget provided for two)
- » City Council public hearings (one or more meetings, budget provided for two)

EXHIBIT B  
RATE SCHEDULE

**PlaceWorks – 2018 Standard Fee Schedule**

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195-\$335
Associate Principal	\$180-\$230
Senior Associate/Senior Scientist	\$150-\$230
Associate/Scientist	\$120-\$180
Project Planner/Project Scientist	\$95-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$160
Clerical/Word Processing	\$45-\$180
Intern	\$65-\$95

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

*CITY COUNCIL*

ITEM NO. 6.7





# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and City Council Members

**FROM:** Troy Helling, Acting City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
Gerardo Perez, Project Manager, CNC Engineering *GP*

**DATE:** July 26, 2018

**SUBJECT:** Consideration of Change Order No. 1, for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) with MasTek, Inc. (Contract No. 2017-1004)

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### **Background:**

On October 12, 2017, the City Council awarded Contract No. 2017-1004, for Design-Build Services for an Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) including the Industry Manufacturer's Council building, located at 15651 Stafford Avenue, City of Industry, CA., in the amount of \$361,930.00 to MasTek, Inc. The Council also included a 10% contingency allowance in the amount \$36,193.00 for a total project budget of \$398,123.00. The project consists of preliminary engineering, a detailed design package including plans and specifications, procurement and installation of an emergency standby power generator, automatic transfer switches and associated equipment and cabling.

### **Discussion:**

After the contract was awarded and during the design phase, the engineers determined that the new automatic transfer switches (ATS) could not be installed in the existing electrical room which will incur additional costs not included in the original proposal. Further, under the contract, the City was to dispose of the generator, the AQMD permitting was not included in the scope of work. It was also anticipated that when the generator was originally ordered, that delivery of the generator would coincide with installation, however, given changes in the design, the generator was delivered prior to the point at which it could be installed, and now needs to be stored. The change order includes disposal of the generator, the AQMD permitting, and storage of the generator.

As of June 20, 2018 the Contract City Engineer has reviewed the change order for completeness and accuracy as to the materials and labor included:

- Change Order No. 1** – The original proposal submitted by MasTek was based on having two new automatic transfer switches (ATS) installed in the existing electrical room. Once MasTek began the preliminary design and reviewed the existing site conditions in detail it became apparent that the two ATS could not physically be placed in the existing electrical room. Option No. 1 was to install the ATSS outside the electrical room under the staircase. Option No. 2 was to install the ATSS within the enclosure of the emergency generator. Staff decided to go with Option No. 2. This requires installation of 4 conduits instead of one, from the emergency generator to the building. Also four conductor power cables are required to be installed in each conduit, thus increasing the length of the cable to 200 lineal feet from X feet. The Contractor submitted a lump sum cost in the amount of \$79,901.50, which includes engineering costs, coordination with future solar panel construction, removal and disposal of the existing generator, storage of the new generator and the South Coast Air Quality Management District (SCAQMD) permit.

**Table 1 - Summary of Extra Costs**

Contract Amount	\$ 361,930.00
Change Order No. 1	\$ 79,901.50
<b>Revised Project Cost</b>	<b>\$ 441,831.50</b>

**Table 2 – Summary of Approved Construction Budget Amount**

Base Bid (MasTek, Inc.)	\$361,930.00
Contingency Allowance	\$36,193.00
<b>Total Original Project Budget</b>	<b>\$398,123.00</b>

The revised contract amount including Change Order No. 1 totals \$441,831.50. On October 12, 2017, the City Council budgeted \$398,123.00 which included the base contract bid plus a 10% contingency allowance. The difference in cost between the revised contract amount of \$441,831.50 and the approved construction budget amount of \$398,123.00 is \$43,708.50. An additional appropriation in the amount of \$43,708.50 is necessary and will be appropriated from the 2015 Sales Tax Bond Proceeds.

**Fiscal Impact:**

The proposed change order requires an appropriation of \$43,708.50 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Planning, Survey and Design Center Improvements (Account No. 120.718.5130).

**Recommendation:**

- 1.) Approve Change Order No. 1 in the amount of \$79,901.50 and authorize the Mayor to execute the approved change order; and
- 2.) Appropriate \$43,708.50 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Planning, Survey and Design Center Improvements (Account No. 120.718.5130).

**Exhibit:**

- A. MasTek, Inc., Change Order No. 1 dated July 26, 2018
- 

TH/JN/GP

**EXHIBIT A**

MasTek Inc., Change Order No. 1 dated July 26, 2018

[Attached]

**CITY OF INDUSTRY**

**CHANGE ORDER**

15651 E. Stafford St.  
 City of Industry, CA 91744  
 (626)333-2211

Change Order No. 1

Project Design-Build Services for an  
Emergency Standby Generator @ CH Contract No. 2017-1004

Date July 26, 2018  
~~July 12, 2018~~

Type  
 Project Electrical Emergency Generator Contractor MasTek, Inc.

Location City Hall Administration Offices and IMC

**Explanation:**

Install 2 each ATSS at the generator enclosure instead of in the electrical room which requires additional conduit and cabling  
additional engineering, removal and disposal of existing generator, storage of new generator and SCAQMD permit  
processing.

Extra Work by: Contract Items X T & M  
 Negotiated

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below.

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Install additional conduit and cabling to move the ATSS to the generator enclosure	1	LS	\$79,901.50	
<b>TOTAL COST</b>				<b>\$79,901.50</b>	

**T & M SUMMARY**

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		<b>Sub-Total</b>	<b>\$ -</b>
(*Attach breakdown of labor, equipment and materials)			
<b>CHANGE ORDER SUMMARY</b>	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 361,930.00	<b>Total T &amp; M</b>	<b>\$ -</b>
Total Previous Change Orders	0.00%		
Total Change Orders	\$ 79,901.50 22.08%	<b>Pay This CHANGE ORDER</b>	<b>\$79,901.50 22.08%</b>

Authorized by \_\_\_\_\_ Additional Contract Days 30

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Joshua Nelson - Contract City Engineer Date 7/12/18  
 Date 06/25/18

Troy Helling - Acting City Manager Date \_\_\_\_\_  
Gerardo Perez, Project Manager Date 6/25/18

# Change Order Form



PROJECT NAME: City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	PROJECT NUMBER: 2017-1004
--	------------------------------

CONTRACTOR NAME: MasTek, Inc.	COUNTY: Los Angeles
----------------------------------	------------------------

ITEM NO.	DESCRIPTION OF BID ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	<b>Install the City Hall 2 ATSs in the CMU cubicle:</b> Electrical engineering design Civil engineering design Coordination with Skybridge (Solar Consultant/Contractor) to interface with the solar panel project				1	\$ 9,800.00	\$ 9,800.00
1	<b>Install the City Hall 2 ATSs in the CMU cubicle:</b> Additional electrical equipment: ATS enclosures, two 400amp breaker w/enclosure , 4-4 condutor cable power cables and conduits of 200' each - refer to "Cable Drawing"				1	\$38,229.00	\$ 38,229.00
1	<b>Install the City Hall 2 ATSs in the CMU cubicle:</b> Civil construction - extra demolition of AC: widen trench to 24", extra excavation, extra conduit, extra backfill extra agregate base, electrical construction - refer to "Trench Details Drawing"				1	\$27,802.00	\$ 27,802.00
1	Removal and disposal of existing generator - Includes crane services, one laborer, and trucking to equipment yard				1	\$ 2,522.00	\$ 2,522.00
1	Salvage and auction				1	\$ 2,400.00	\$ (2,400.00)
1	Storage of new generator				1	\$ 2,748.50	\$ 2,748.50
1	SCAQMD Emergency Generator - new construct and operate permit				1	\$ 1,200.00	\$ 1,200.00
1	If SCAQMD permitting process deems "Sensitive Receptors" exist within 1000 ft radius, these "Sensitive Receptors" will have to be notify - <b><u>This process will be at additional cost based on (TM) Time &amp; Material bases</u></b>						

**Assumptions:** it is assumed that the current electrical panel at the City Hall will have sufficient space to make all installations and connections of new ATS cables. The electrical panel couldn't be surveyed prior to this estimate

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST

Total Cost of Change(s) \$ 79,901.50

### EXPLANATION OF CHANGES

### SIGNATURES

I have reviewed the quantity and/or unit price changes shown above and agree with the changes.

I certify that I have reviewed the quantity and/or unit price changes shown above and approve the changes.

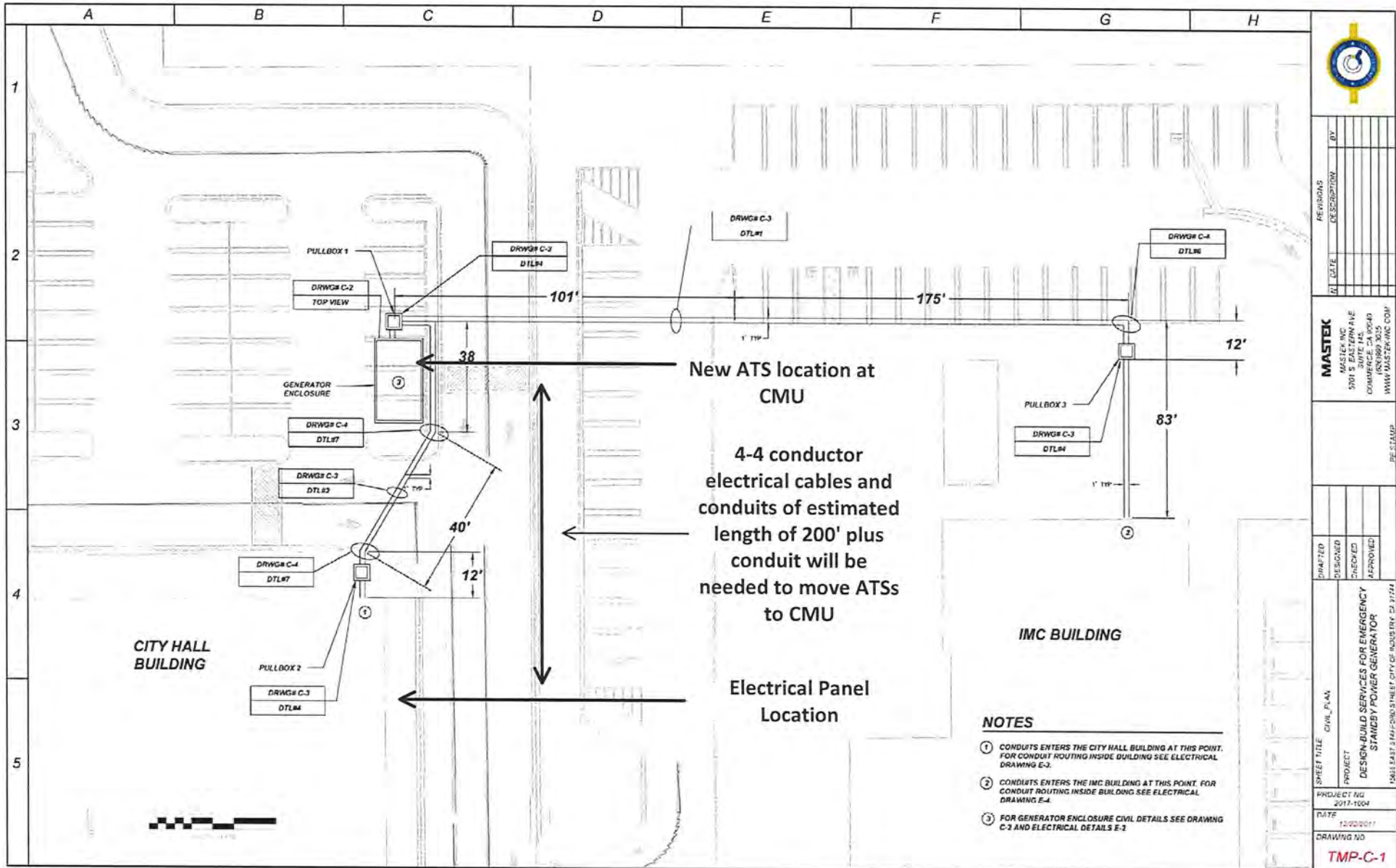
CONTRACTOR SIGNATURE

DATE

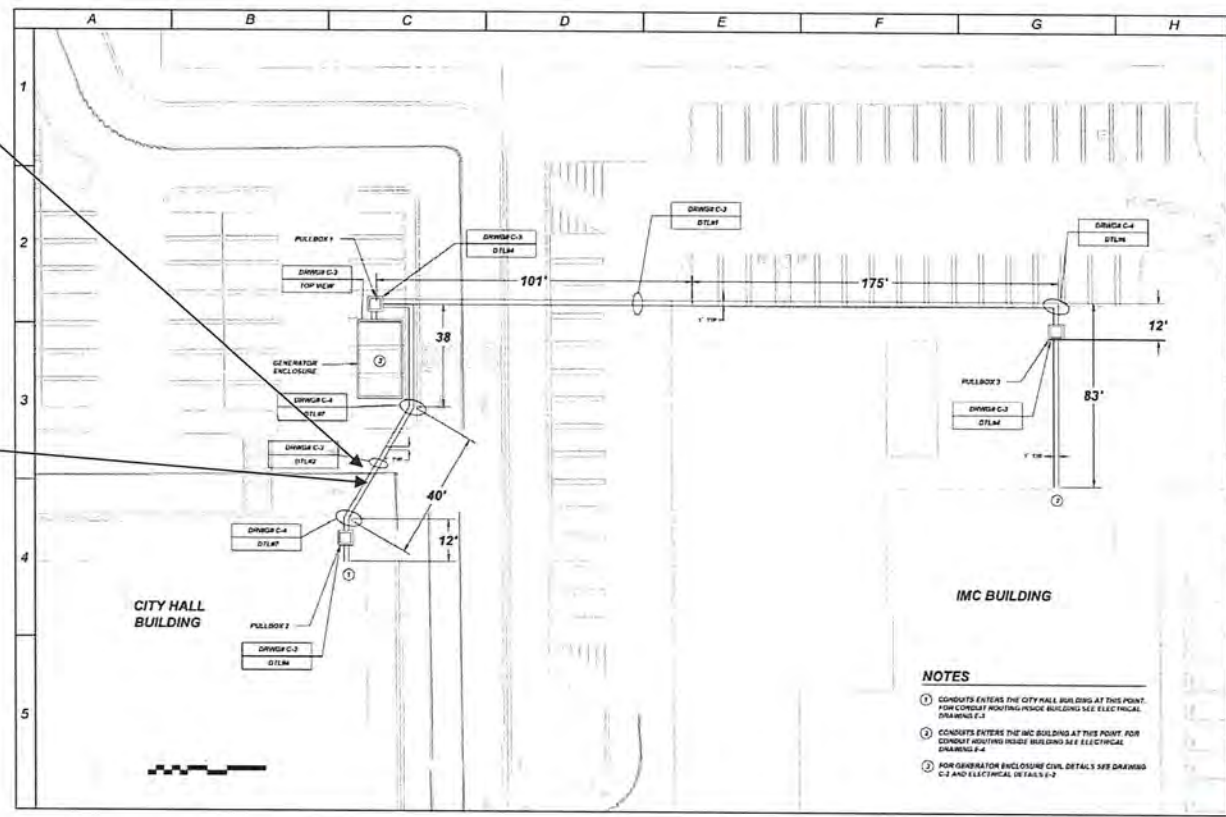
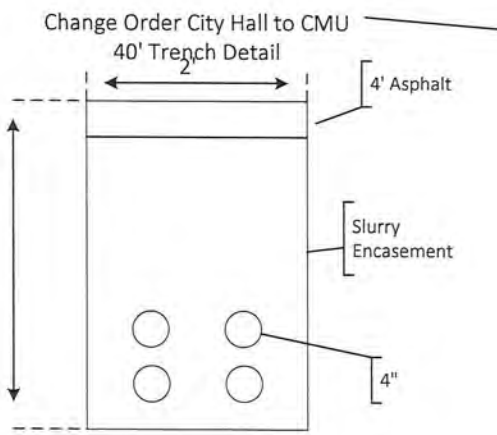
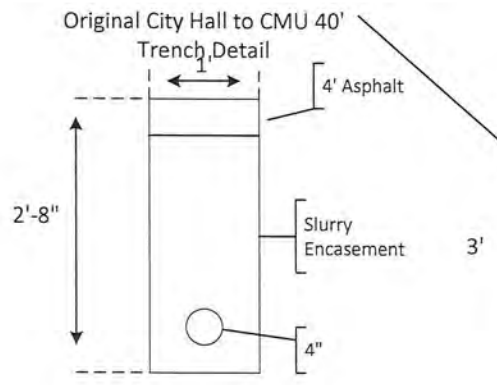
ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE

DATE

# Cable Drawing



# Trench Details Drawing



- NOTES**
- CONDUITS ENTER THE CITY HALL BUILDING AT THIS POINT FOR CONDUIT ROUTING PUDGE BUILDING SEE ELECTRICAL DRAWING E-1
  - CONDUITS ENTER THE IMC BUILDING AT THIS POINT FOR CONDUIT ROUTING INTO BUILDING SEE ELECTRICAL DRAWING E-4
  - FOR GENERATOR ENCLOSURE CIVIL DETAILS SEE DRAWING C-1 AND ELECTRICAL SEE E-1 & E-2

Professional Seal: [Seal]

PROJECT: [Blacked out]

DESIGN-BUILD SERVICES FOR EMERGENCY STANDBY POWER GENERATOR

DATE: 2/17/2014

DRAWING NO: **TMP-C-1**





WALTERS - VERNON  
 3375 SLAUSON AVENUE  
 VERNON, CA 90058-3914  
 323-214-6100  
 Fax 323-214-6150



## Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
04/17/2018	S110353214	1 of 1
CUST PO#:		
JOB/REL#:		

QUOTE TO:

SHIP TO:

MASTEK INC  
 5701 S EASTERN AVE  
 STE 145  
 COMMERCE, CA 90040-2957

MASTEK INC  
 5701 S EASTERN AVE  
 STE 145  
 COMMERCE, CA 90040-2957

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON	
283190	626-999-3035		HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
STEVEN AMAYA 323-214-6100	50WALTERSCD70	MFG DISC 10TH, NET 25TH	05/17/2018	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2400ft	WCU THHN 600 CU STR BLACK MASTER REEL 12 x 200'		8819.791/m	21167.50
4ea	MMM 1700C-GREEN 3/4X66FT GREEN CODING TAPE		1.001/ea	4.01
16ea	WIRE CUT CHARGE CUSTOMER		5.750/ea	92.00
800ft	WCU THHN 600 CU STR BLACK MASTER REEL 4 x 200'		8819.791/m	7055.83

Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hrs. Special order items cannot be cancelled unless the manufacturer permits cancellation. All Walters Terms & Conditions of Sale Apply. Go to: [http://www.walterswholesale.com/sales\\_terms\\_conditions](http://www.walterswholesale.com/sales_terms_conditions)

Subtotal	28319.34
Shipping Chgs	0.00
Amount Due	28319.34

# TYPE THHN / MTW / THWN-2 / T90 - COPPER CONDUCTOR - SUPERSLICK ELITE - 600V

## ENGINEERING SPECIFICATIONS

### Standards

Underwriters Laboratories Standards UL-83, UL-1063, UL-1581, UL-2556; AWM Spec 1316, 1317, 1318, 1319, 1320, 1321; ASTM Stranding Class B3, B8, B787; Federal Specification A-A-59544; American National Standards Institute; Canadian Standards Association C22.2 No. 75; NEMA WC70/ICEA S-95-658; UL 1685-FT4/IEEE 1202 (70,000 Btu/hr) Flame Test (1/0 AWG and larger); New York State DOS-16120-87-1222-1048; ICEA T-29-520 (210,000 Btu/hr) Flame Test; NFPA 70 (NEC®) Article 310; ARRA 2009 Section 1605 "Buy American" Compliant; RoHS Compliant; MasterSpec Division 26 Sections 260519, 260523; UL Listing #E-123774, #E-156878, #E-156879



## CONSTRUCTION

### Conductors

Solid, uncoated copper conductors per ASTM-B3; Stranded, uncoated copper conductors per ASTM-B3, ASTM-B8 and ASTM-B787

### Insulation

Color-coded Polyvinyl Chloride (PVC), heat and moisture-resistant, flame retardant compound per UL-83 and UL-1063

### Jacket

A tough, polyamide, Nylon outer covering per UL-83 and UL-1063

## APPLICATIONS

Type THHN/THWN-2 building wire is intended for general purpose applications as defined by the National Electrical Code (NEC). Type THHN/THWN-2 is permitted for new construction or rewiring for 600-volt applications. For applications requiring Type THHN or THWN-2, the conductor is appropriate for use in wet or dry locations at temperatures not to exceed 90°C or not to exceed 75°C in oil or coolants. For applications requiring Type MTW, the conductor is appropriate for use in dry locations at 90°C, or not to exceed 60°C in wet locations or where exposed to oils or coolants.

## FEATURES

A great alternative to eliminate the need for lube. Slick Nylon outer jacket for easy pulling. SuperSlick Elite is available in sizes 14 AWG through 1000 KCMIL. All sizes rated gasoline and oil resistant II. On 250 KCMIL and larger, sequential footage markings located every foot for easy measuring. For 1 AWG through 4/0 AWG sequential foot markings located on master reels only unless otherwise specified. 6 AWG and larger Sunlight Resistant in all colors. For 1/0 AWG and larger conductors are rated for cable tray use and comply with IEEE 1202/FT4 (70,000 Btu/hr.) flame test and ICEA T-29-20 (210,000 Btu/hr.) flame test.



- 1 SuperSlick Elite® Nylon Jacket
- 2 PVC Insulation
- 3 Stranded Copper Conductor

Size (AWG or KCMIL)	No. of Strands	Cross Sect. Area (mm <sup>2</sup> )	PVC Insulation Thickness (Conductor)		Nylon Jacket Thickness		Outside Diameter		Approximate Net Weight		Allowable Ampacity (Amps) <sup>2</sup>			Standard Packaging (ft)
			(mm)	(in)	(mm)	(in)	(mm)	(in)	(kg/km)	(lbs/1000 ft)	60°C	75°C	90°C	
14 <sup>3</sup>	19	6.258	0.38	0.015	0.10	0.004	2.77	0.109	25	16	15	20	25	2000' carton (4 x 500'), 2500' Reels
12 <sup>3</sup>	19	8.581	0.38	0.015	0.10	0.004	3.25	0.128	36	23	20	25	30	2000' carton (4 x 500'), 2500' Reels
10 <sup>3</sup>	19	13.62	0.51	0.020	0.10	0.004	4.09	0.161	57	38	30	35	40	1000' carton, 2500' Reels
8	19	23.61	0.76	0.030	0.13	0.005	5.41	0.213	94	62	40	50	55	500' 1000' 2500' 5000' Reels
6	19	32.71	0.76	0.030	0.13	0.005	6.32	0.249	141	94	55	65	75	500' 1000' 2500' 5000' Reels
4	19	53.16	1.02	0.040	0.15	0.006	8.08	0.318	228	153	70	85	95	500' 1000' 2500' 5000' 20,000' Reels
3	19	62.77	1.02	0.040	0.15	0.006	8.79	0.346	281	189	85	100	115	500' 1000' 2500' 5000' 15,000' Reels
2	19	74.71	1.02	0.040	0.15	0.006	9.60	0.378	348	233	95	115	130	500' 1000' 2500' 5000' 14,000' Reels
1	19	100.80	1.27	0.050	0.18	0.007	11.05	0.435	445	298	110	130	145	500' 1000' 2500' 5000' 22,000' Reels
1/0	19	119.70	1.27	0.050	0.18	0.007	12.04	0.474	554	372	125	150	170	500' 1000' 2500' 5000' 16,000' Reels
2/0	19	143.40	1.27	0.050	0.18	0.007	13.16	0.518	687	462	145	175	195	500' 1000' 2500' 5000' 14,000' Reels
3/0	19	172.80	1.27	0.050	0.18	0.007	14.43	0.568	851	572	165	200	225	500' 1000' 2500' 5000' 12,000' Reels
4/0	19	208.80	1.27	0.050	0.18	0.007	15.85	0.624	1059	712	195	230	260	500' 1000' 2500' 5000' 9000' Reels
250	37	256.10	1.52	0.060	0.20	0.008	17.22	0.678	1266	849	215	255	290	500' 1000' 2500' 4000' 8500' Reels
300	37	297.30	1.52	0.060	0.20	0.008	18.54	0.730	1503	1010	240	285	320	500' 1000' 3500' 7000' Reels
350	37	338.20	1.52	0.060	0.20	0.008	19.74	0.777	1741	1170	260	310	350	500' 1000' 3000' 6000' Reels
400	37	378.30	1.52	0.060	0.20	0.008	20.85	0.821	1979	1330	280	335	380	500' 1000' 3000' 5000' Reels
500	37	456.30	1.52	0.060	0.20	0.008	22.91	0.902	2455	1650	320	380	430	500' 1000' 2500' 4000' Reels
600	61	559.70	1.78	0.070	0.23	0.009	26.70	1.051	3004	2019	350	420	475	500' 1000' 2000' 3000' Reels
750	61	677.20	1.78	0.070	0.23	0.009	29.36	1.156	3670	2466	400	475	535	500' 1000' 1500' 2500' Reels
1000	61	869.50	1.78	0.070	0.23	0.009	33.27	1.310	4851	3260	455	545	615	500' 1000' Reels

<sup>1</sup> SuperSlick Elite manufactured under Patent No. 8,658,576

<sup>2</sup> Ampacity of conductors are based on NFPA 70 (NEC) Table 310.15(B)(16). See 110.14(C), 240.4(D) and 310.15(B) for other limitations where applicable.

<sup>3</sup> 14 AWG - 10 AWG: Available in solid conductors.

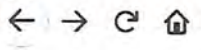
### PRINT LEGEND:

14 AWG THROUGH 8 AWG: ENCORE WIRE CORP (SIZE) TYPE MTW OR THHN OR THWN-2 GR2 VW-1 600V (UL) OR AWM OR C (UL) TYPE T90 NYLON OR TWN 75 SUPERSLICK ELITE

6 AWG THROUGH 1 AWG: ENCORE WIRE CORP (SIZE) TYPE MTW OR THHN OR THWN-2 GR2 SUN-RES VW-1 600V (UL) OR AWM OR C (UL) TYPE T90 NYLON OR TWN 75 DATE TIME OPERATOR QC SUPERSLICK ELITE

1/0 AWG THROUGH 1000 KCMIL: ENCORE WIRE CORP (SIZE) TYPE MTW OR THHN OR THWN-2 GR2 SUN-RES VW-1 FT 4 IEEE 1202 600V FOR GT USE (UL) OR C (UL) TYPE T90 NYLON OR TWN 75 DATE TIME OPERATOR QC SUPERSLICK ELITE

PACKAGING: Available in Encore's Cyclone Barrel Packs, Reel Payoff and Reel Deal.



Hello JORDAN Activate online bidding

- Home
- Current Inventory
- Auction Results**
- Auctions
- Buying
- Selling
- Financing
- My Account

Home -> Auction Results -> Industrial Support -> Generator Sets -> Gen Set (10-249 Kw/12.5-310 Kva)

### KOHLER 60R0Z51 60 KW Skid Mounted Gen Set (10-249 Kw/12.5-310 Kva)



Sold for 2000 USD on May 20, 2016 in Los Angeles, CA, USA

< Previous Lot Lot # 1152 Next Lot >

Create new item alert

#### More information

- Detailed equipment information
- Sell your equipment
- More items like this
- Auction site contact



Print this page

- Detailed equipment information**
- More items like this
- Get shipping quotes

Make:	KOHLER	Details:	White 6 cyl, diesel, 139/ 240 V, 3 phase
Model:	60R0Z51 60 KW Skid Mounted	Notes:	CANNOT VERIFY FUNCTIONALITY
Serial No.:	12XXXX		
Meter reads (unverified)	768 Hr		

*CITY COUNCIL*

ITEM NO. 6.8



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council

**FROM:** Troy Helling, Acting City Manager *TH*

**STAFF:** Joshua Nelson, Contract City Engineer, CNC Engineering *JN*  
James Cramsie, Project Manager, CNC Engineering *J.C.*

**DATE:** July 26, 2018

**SUBJECT:** Presentation and discussion regarding location of exercise equipment at the southwest corner of Temple Avenue and Azusa Avenue (Contract No. DS-18-039-B, Project No. CIP-IH-18-006-B)

---

### Background:

On February 8, 2018, the City Council authorized solicitation of public bids for Industry Hills Trail Grading Restoration Phase B project for an estimated cost of \$147,522.00. This project was bid to procure a contractor to provide sidewalk and trail improvements, exercise equipment concrete pads, construction of stairways, removal of existing curb ramps, removal of PCC sidewalks and other minor improvements. The City planned to furnish and install exercise equipment to be installed at exercise equipment concrete pads.

On February 8, 2018, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 159 vendors. The bid was viewed by 28 prospective bidders. The appropriate trade journals were notified on February 8, 2018. The bid was advertised on February 13, 2018 and February 20, 2018 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until March 2, 2018 at 11:00 a.m. in the City's Planetbids™ vendor portal.

The bid process closed on March 14, 2018. Three (3) bids were received from the following entities: DELT Builders Inc., Dekan Construction Corporation, and KASA Construction, Inc. The review of bids found that DELT Builders Inc., submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project.

On May 10, 2018, the City Council authorized the award of contract to DELT Builders Inc. in the amount of \$439,519.00 from the 2015 Bond Proceeds to Industry Hills-Capital Improvement Projects-Construction Costs (Account No. 120-711-5205), which includes the base bid of \$354,109 plus a 10% contingency and contract administration/inspection amount. In addition, Council expressed concern over the location of the proposed equipment pads along the existing trail at the corner of Temple Avenue and Azusa Avenue, due to safety concerns. Council directed staff to provide options for the

relocation of the equipment pads to the large grass area located on the southwest corner of Temple Avenue and Azusa Avenue. In addition, Staff was asked to look into insurance coverage for this park equipment.

**Discussion:**

At the direction of the Council, staff has prepared a total of five (5) conceptual layouts (Options A through E) showing proposed locations for the six (6) exercise equipment pads, currently proposed (original design) to be constructed on the southside of the existing decomposed trails at Industry Hills. The five options were shown within the existing grass area between the existing decomposed trail and the PCC sidewalk adjacent to Temple Avenue and Azusa Avenue.

The options assume the same number and size of PCC pads, however the arrangement varies between the five options. In addition, the options proposed to have either a PCC or Decomposed Trails to connect the pads with the adjacent sidewalk and decomposed granite around each pad.

A brief cost analysis was prepared, using the unit costs bid to determine the potential fiscal impact would be. Below is a table summarizing the costs for main construction items compared to the original bid:

<b>Option</b>	<b>Cost</b>	<b>Difference</b>
Original Design	\$98,026.00	-
Option A	\$173,888.00	\$75,862.00
Option B	\$145,908.00	\$47,882.00
Option C	\$141,959.00	\$43,933.00
Option D	\$130,091.00	\$32,065.00
Option E	\$133,041.00	\$35,015.00

Staff checked with the City’s insurance provider Keenan and the existing coverage would suffice. We just need to provide them details of the equipment.

**Fiscal Impact:**

The final financial impact shall be determined upon selection of preferred option and once the project plans have been revised.

**Recommendation:**

- 1) Provide direction to staff to revise plans to incorporate selected layout option and direct contractor to provide financial impact to project.

**Exhibits:**

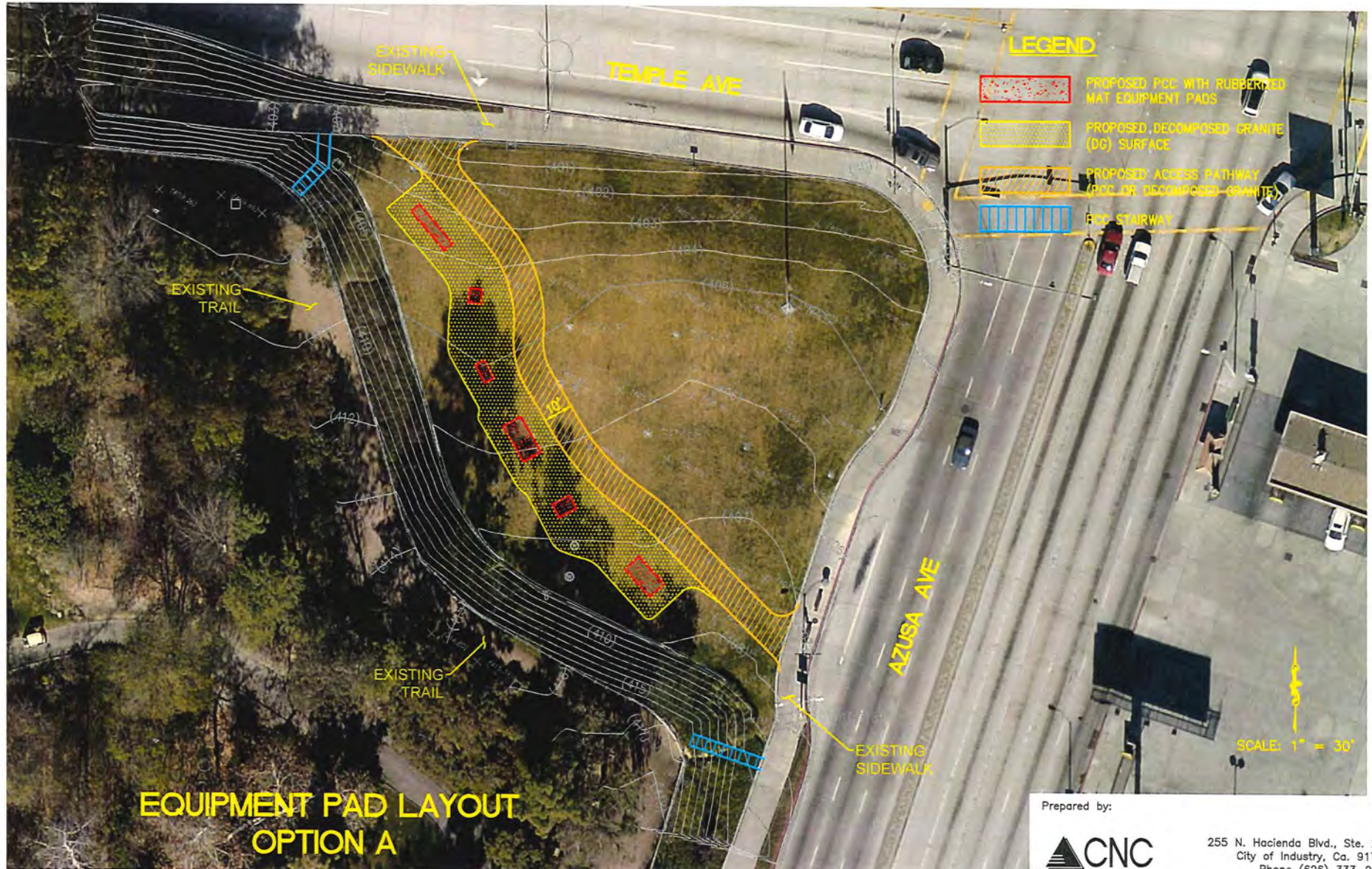
- A. Conceptual Equipment Pad Layouts (Options A through E)

**EXHIBIT A**

Conceptual Equipment Pad Layouts (Options A through E)

[Attached]

\\caind\design\CIP-18-006-B Trail Grading Ph B\Trail Project (CIP No 10C)\Exhibits\18-006 EXH Option A Equipment Pad Relocation.dwg



**EQUIPMENT PAD LAYOUT  
OPTION A**

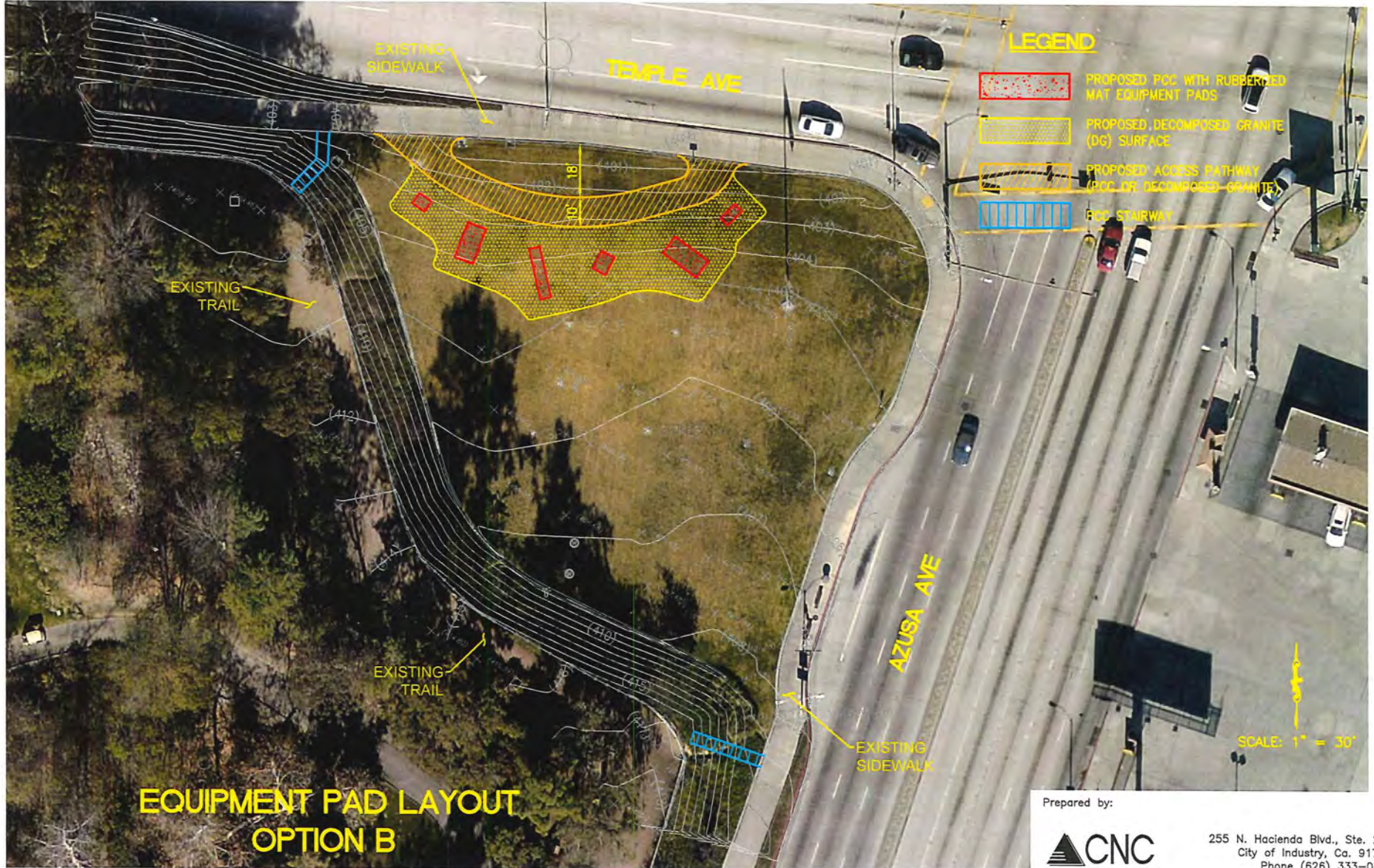
Prepared by:



255 N. Hacienda Blvd., Ste. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0336  
Fax (626) 336-7076

Consulting Civil Engineers · Surveyors





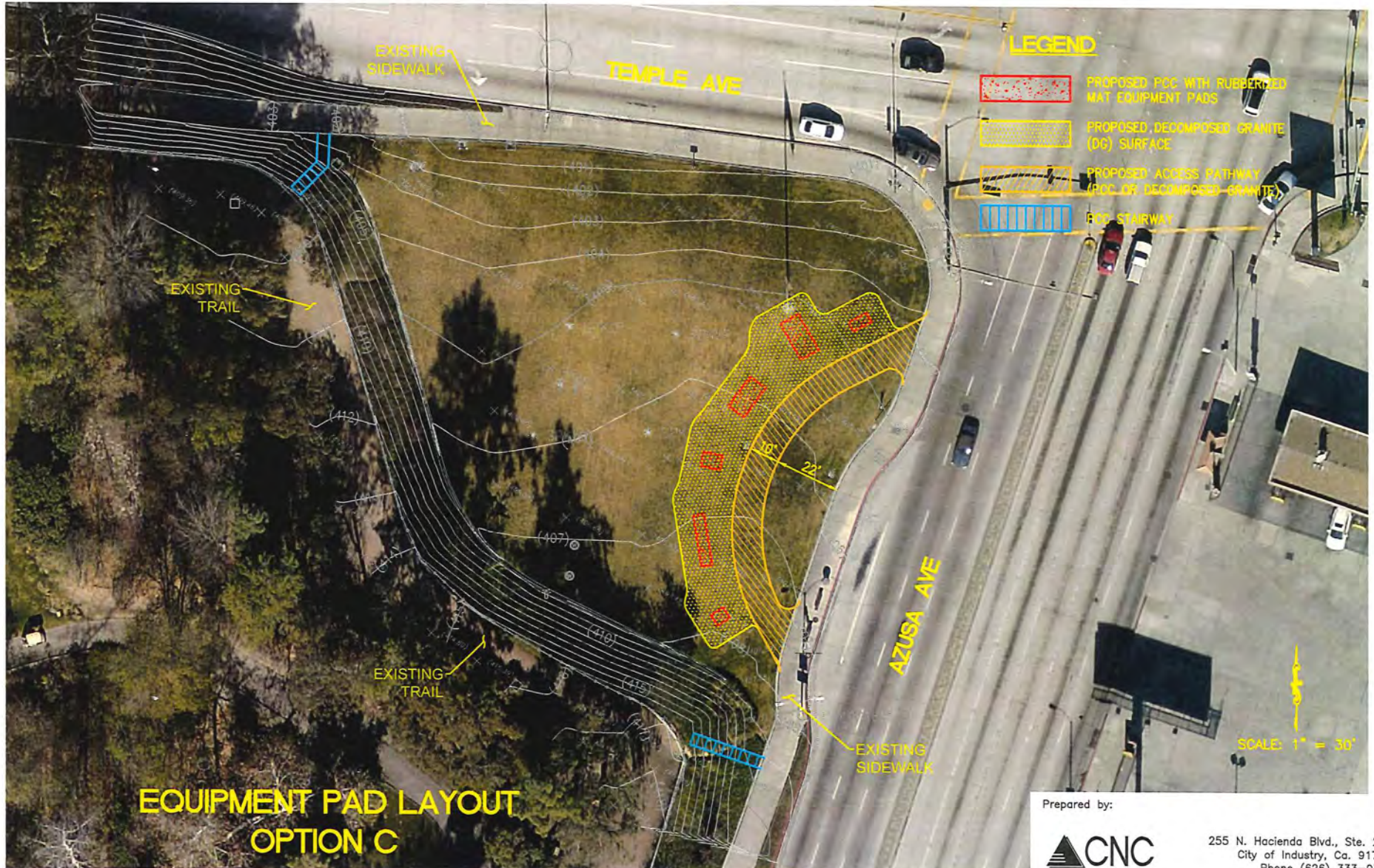
**EQUIPMENT PAD LAYOUT  
OPTION B**

Prepared by:







255 N. Hacienda Blvd., Ste. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0336  
Fax (626) 336-7076

Consulting Civil Engineers · Surveyors



**EQUIPMENT PAD LAYOUT  
OPTION C**

**LEGEND**

-  PROPOSED PCC WITH RUBBERIZED MAT EQUIPMENT PADS
-  PROPOSED DECOMPOSED GRANITE (DG) SURFACE
-  PROPOSED ACCESS PATHWAY (PCC OR DECOMPOSED GRANITE)
-  PCC STAIRWAY

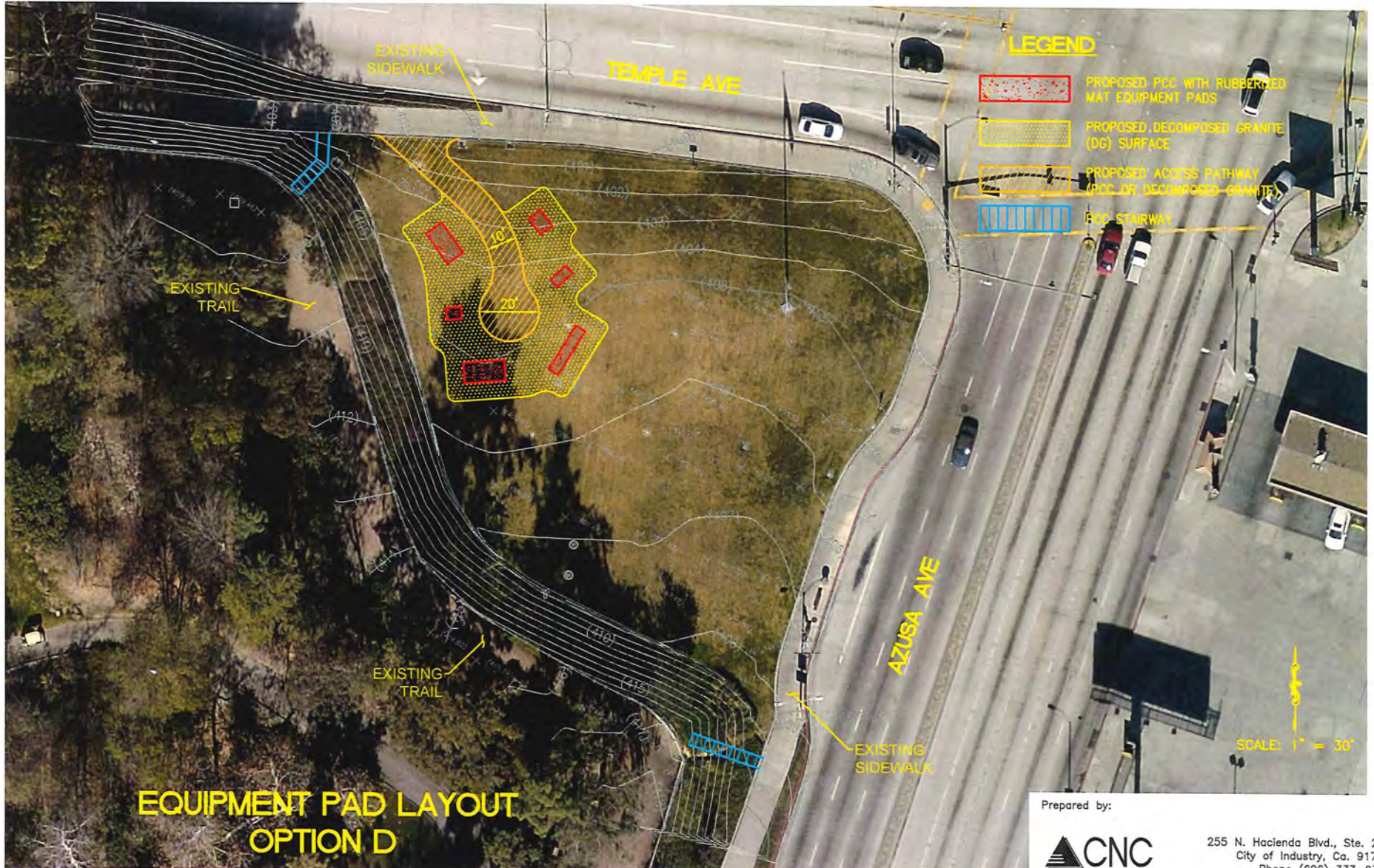
SCALE: 1" = 30'

Prepared by:



255 N. Hacienda Blvd., Ste. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0336  
Fax (626) 336-7076

Consulting Civil Engineers - Surveyors

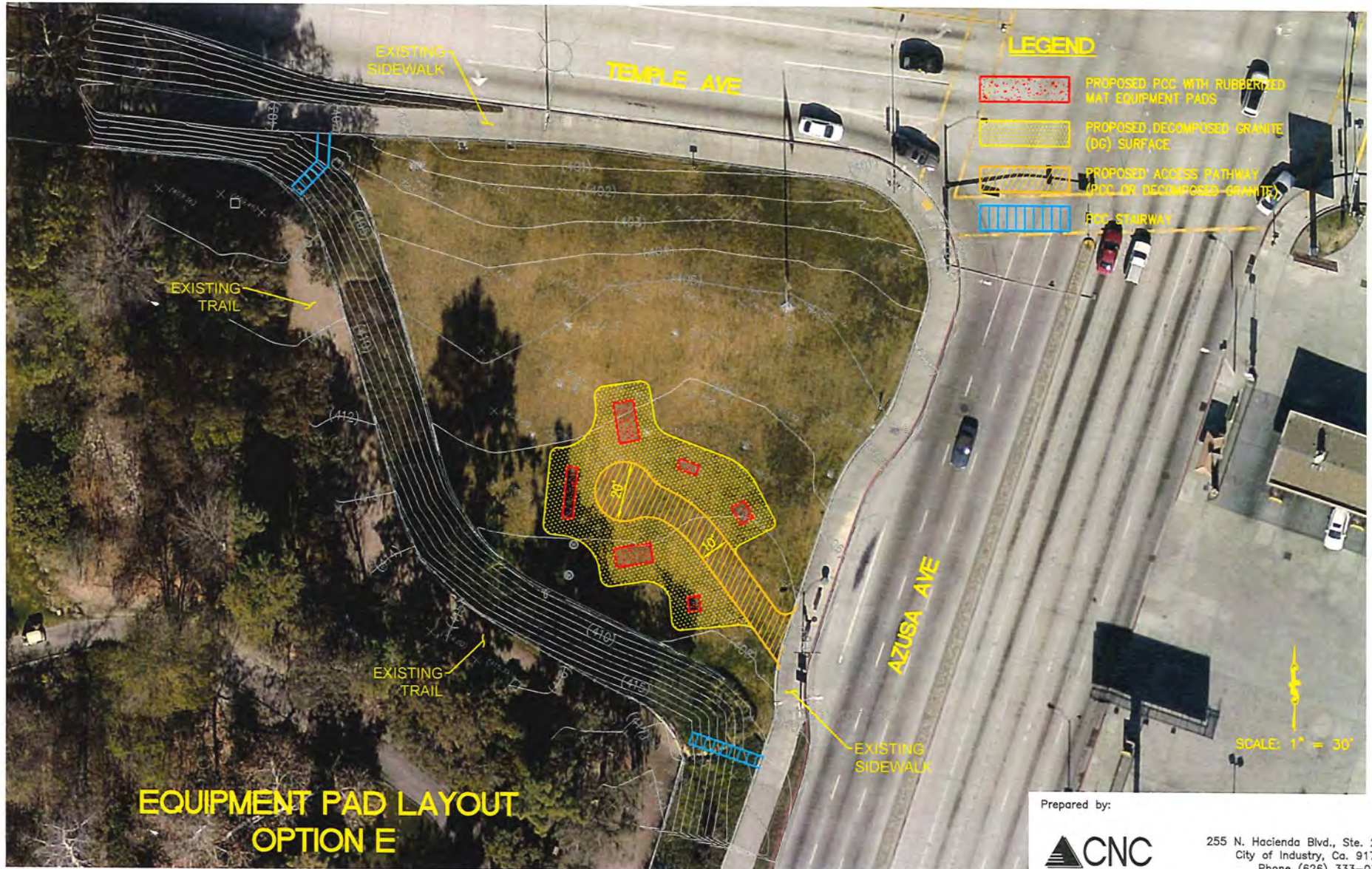


Prepared by:



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Fax (626) 336-7076

Consulting Civil Engineers - Surveyors



**EQUIPMENT PAD LAYOUT  
OPTION E**

**LEGEND**

-  PROPOSED RCC WITH RUBBERIZED MAT EQUIPMENT PADS
-  PROPOSED DECOMPOSED GRANITE (DG) SURFACE
-  PROPOSED ACCESS PATHWAY (RCC OR DECOMPOSED GRANITE)
-  RMC STAIRWAY

Prepared by:



255 N. Hacienda Blvd., Ste. 222  
City of Industry, Ca. 91744  
Phone (626) 333-0336  
Fax (626) 336-7076

Consulting Civil Engineers - Surveyors

*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** City Council

**FROM:** Troy Helling, Acting City Manager *TH*

**STAFF:** Dina Lomeli, Consultant Associate Planner *D.L.*  
Nathalie Vazquez, Consultant Assistant Planner II *N.V.*

**DATE:** July 26, 2018

**SUBJECT:** Conditional Use Permit 18-01 and Development Plan 18-04, Smartlink LCC for T-Mobile, 17980 Castleton Street

---

### Overview:

Section 17.04.120 of the Municipal Code ("Code") requires that when separate applications for the same project involve final decisions by the Planning Commission and City Council, all applications must first be submitted to the Planning Commission for review and recommendation, and then to the City Council for a final decision. This project involves two applications submitted by Smartlink LCC for T-Mobile ("Applicant").

The Applicant is requesting approval of Development Plan 18-04 and Conditional Use Permit ("CUP") 18-01, for construction and operation of a new stealth wireless telecommunication facility disguised as a pine tree, located at 17980 Castleton Street (Assessor's Parcel Number 8265-044-038).

### Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within an existing shopping center at the southeast corner of Castleton Street and Stoner Creek Road. The property is bounded by Castleton Street to the north, and Stoner Creek Road to the west, a car wash and vacant land to the south and unincorporated LA County to the east. The property is surrounded by improved commercial developments and streets.

### Project Description:

#### *DP18-04*

Development Plan 18-04 is for the construction of a new 488 square foot equipment lease area for a stealth wireless telecommunication facility within an existing commercial shopping center (Exhibit B). The site currently has a 24,995 square foot commercial center that is occupied by an optometrist, a café, a spa, a salon and a car rental facility. The proposed wireless facility will be located at the rear of the property behind the shopping center. The City's Code requires approval of a Development Plan by the City Council. Staff is recommending approval because the project

is in conformance with the City's development guidelines set forth in Section 17.36.020 of the City's Code.

#### *CUP 18-01*

Conditional Use Permit 18-01 is a request for a new stealth wireless telecommunication facility proposed by "T-Mobile". As shown on the floor plan (Exhibit C), this facility will be unmanned, and the equipment cabinets will be located at the base of the tower and enclosed with a wrought iron fence. The wireless facility will consist of a monopine in order to aesthetically blend into its surroundings.

#### **Staff Analysis:**

##### *Development Plan 18-04*

Staff has reviewed that the proposed development project and determined that it is consistent with the Zoning ("C" – Commercial) and General Plan (Commercial) designations of the Property. The proposed project is a camouflaged wireless telecommunications facility disguised as a pine tree, which according to Section 17.70.040.A. of the Municipal Code, are allowed in the Commercial zone subject to the approval of a Conditional Use Permit and under specific development standards.

##### *Development and Design Standards*

The proposed project complies with the following wireless telecommunication facilities standards in Chapter 17.70.060 of the Industry Municipal Code

- Meets footprint requirement. Section 17.70.060.A. 2. of the Municipal Code requires the project to be designed as small as technically possible. The proposed project would be contained within a leased area of 488 square foot enclosure, which is consistent with the size of enclosures of other observable wireless telecommunication facilities.
- Meets parking and landscape standards. Section 17.70.060 A. 3. of the Municipal Code requires that there be no net loss of required parking or landscaping. The proposed project is located at the rear of the property and will not remove parking and any of the required 12% landscaping.
- Meets design standards. Specifically, Section 17.70.060 B. 1. of the Municipal Code states that observable wireless telecommunications facilities must be located in the rear of the subject property. As shown on Attachment 2, the base equipment would be located at the rear of the property and would be shielded from direct public view by the existing building and perimeter block wall.
- Meets height limits. Section 17.70.060 (A) 8 of the Municipal Code requires that freestanding observable wireless facilities not exceed 65 feet in height and the proposed monopole would be 65 feet tall.
- Meets co-location requirements. Section 17.70.060 (A) 1 of the Municipal Code requires that new wireless telecommunications facilities not be built if co-location on existing facilities would provide sufficient coverage, new capacity, and service quality with less environmental or aesthetic impact. Co-location on existing facilities was analyzed and determined not to be feasible in providing adequate coverage because the antennas would have to be located further down on the monopole such that it would not offer the height to provide the necessary coverage.

- Meets colors and non-reflective material standards. Section 17.70.060 (A) 6 and 7 of the Municipal code states that paint colors must be selected to minimize visual impacts by blending with the surrounding environment and buildings and exterior surfaces must be constructed of non-reflective materials. The proposal would be constructed to match a monopine with the colors green and brown and will be non-reflective to blend in with surrounding trees and sky. Additionally, to give the facility the appearance of a natural tree, the tower is designed to have branches that will extend above the proposed antennas.

*Conditional Use Permit 18-01*

Pursuant to Section 17.70.080 of the Code, a Conditional Use Permit for a new wireless telecommunications facility may be granted when the following findings are made:

- The proposed wireless telecommunications facility has been designed to achieve compatibility with the surrounding commercial community to the maximum extent reasonably feasible. The facility has been placed at the rear of the property and is partially screened from public view by being placed behind the existing perimeter block wall.
- An alternative configuration will not increase community compatibility or is not reasonably feasible. The Applicant studied co-locating on nearby existing cell sites and found that the other existing sites were not able to provide the coverage that the project site does. The applicant also studied co-locating on the adjacent existing wireless facility and found that the antennas would have to be located further down on the monopole such that it would not offer the height to provide the necessary coverage.
- The location of the wireless telecommunications facility on alternative sites will not increase community compatibility or is not reasonably feasible. The Applicant studied building the facility on nearby sites but found that these sites were either not available or did not adequately cover the area that needed to be covered by this proposal. The facility would be located in a commercial area where the wireless facilities are typically to be located.
- The proposed facility is necessary to close a significant gap in coverage, increase network capacity, or maintain service quality, and is the least intrusive means of doing so. The location and height of this proposed facility is needed to close the gap in coverage and maintain service. The monopole is needed to fill in a low reception in the area, and will increase level of service in the area.
- The applicant has submitted a statement of its willingness to allow other wireless service providers to co-locate on the proposed wireless telecommunications facility if technically and economically feasible and where co-location would not harm community compatibility and agreed to allow a co-location in the future.
- Noise generated by equipment will not be excessive, annoying or detrimental to the public health, safety, and welfare. The project consists of electronic equipment well as antennae mounted on a monopole. The only mechanical equipment would be an emergency generator. This type of equipment would not generate significant noise.

**Environmental Analysis:**



The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15303, (Class 3 (c), new construction or conversion of small structures). The project is less than 2,500 square feet in floor area, is in an urbanized area and does not involve the use of a significant amount of a hazardous substance and the site is currently served by all necessary public services, facilities and the surrounding area is not environmentally sensitive. The Notice of Exemption (Exhibit E) will be posted at the Los Angeles County Clerk's Office after approval by the City Council.

**Public Hearing:**

The required Public Hearing Notice (Exhibit F) was posted on the site, Fire Station 118, City Hall, Council Chambers, distributed to surrounding property owners within 300 feet of the site, and published in the *San Gabriel Valley Tribune* by May 31, 2018, pursuant to Government Code section 65091.

**Fiscal Impact:**

Development Plan 18-04 and Conditional Use Permit 18-01 will have a positive fiscal impact to the City of Industry.

**Recommendation:**

The proposed development plan and use comply with the standards set forth in the City's Code and satisfies the findings noted in the Resolution, therefore Staff recommends that the City Council adopt Resolution No. CC 2018-34 (Exhibit G) recommending City Council approval of Development Plan 18-04 and Conditional Use Permit 18-01 with the findings for approval and Standard Requirements and Conditions of Approval contained in the Resolution.

**Exhibits:**

- A. Location Map - DP 18-04 & CUP 18-01
- B. Site Plan - DP 18-04 & CUP 18-01
- C. Floor Plan - DP 18-04 & CUP 18-01
- D. Photo Simulation - DP 18-04 & CUP 18-01
- E. Notice of Exemption - DP 18-04 & CUP 18-01
- F. Public Hearing Notice - CUP 18-01
- G. Resolution No. CC 2018-34 recommending City Council approval of Development Plan 18-04 and Conditional Use Permit No. 18-01 with findings of approval, Standard Requirements and Conditions of Approval.

**Exhibit A**

Location Map - DP 18-04 & CUP 18-01

**[Attached]**



Project location

17980

18005

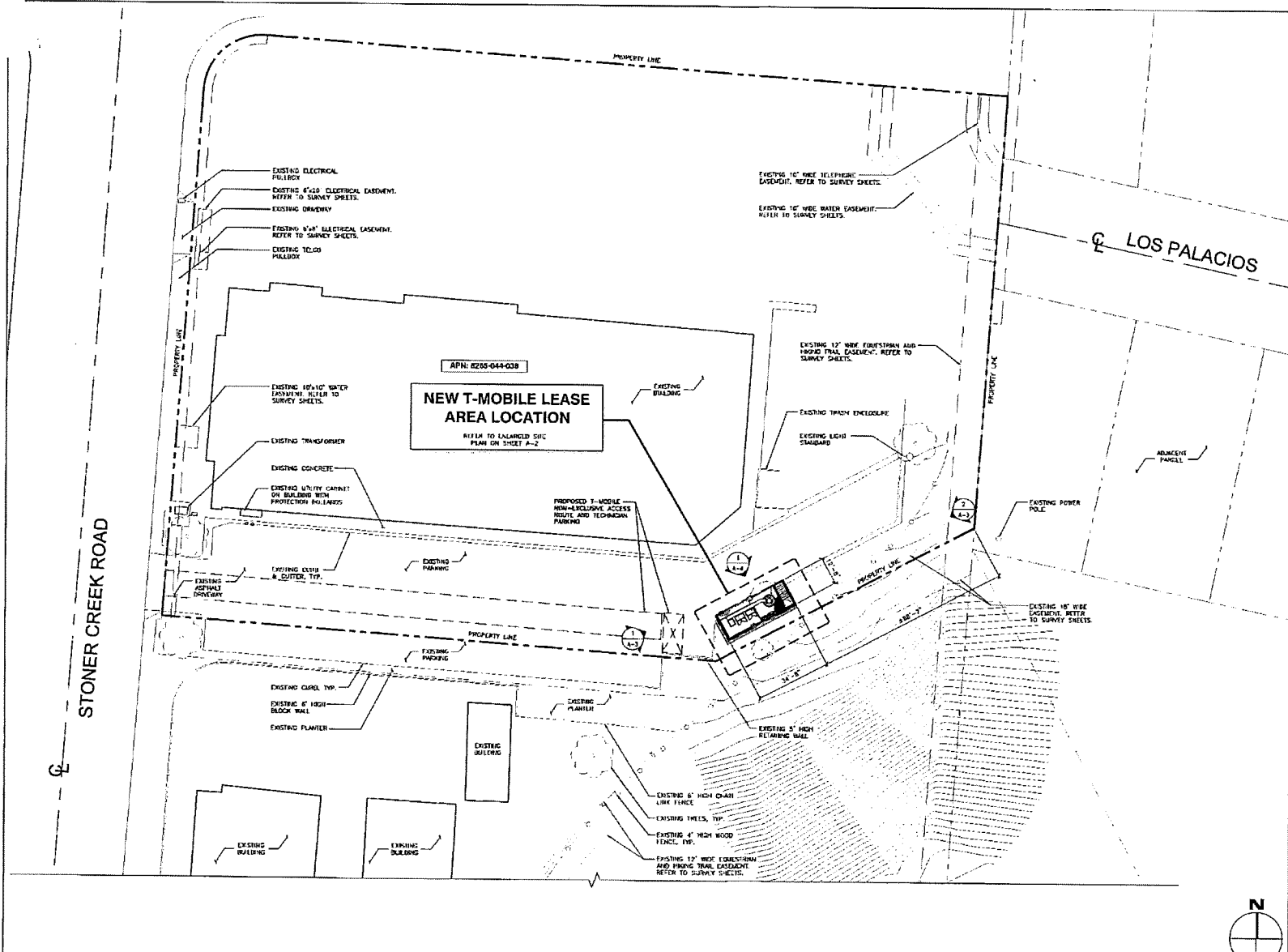
18002

1600

**Exhibit B**

Site Plan - DP 18-04 & CUP 18-01

**[Attached]**



**T-Mobile**  
 Stick Together®  
 3337 E. CALISE ROAD  
 OAKLAND, CA 94612

PLANS PREPARED BY:  
**NATIONAL**  
 ENGINEERING & CONSULTING, INC.  
 11111 CENTRAL EXP. WAY, SUITE 100  
 SAN FRANCISCO, CA 94134

CONSULTANT:  
**smartlink**  
 18401 VAN SANDAN AVENUE  
 SUITE 400  
 FOUNTAIN VALLEY, CA 92708  
 TEL: (949) 861-2201  
 FAX: (949) 861-3225

NO.	DATE	DESCRIPTION	BY
1	10/17/17	90% ZD	JY
2	11/17/17	CLIENT REVISIONS	NT
3	12/01/17	100% ZD	BY
4	02/08/18	CLIENT REVISIONS	NT

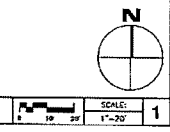
SITE INFORMATION:  
**IE25455D**  
**KALEIDOSCOPE**  
 17600 CASTLETON STREET  
 CITY OF INDUSTRY, CA 91746

SEAL:  
 \_\_\_\_\_

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**A-1**

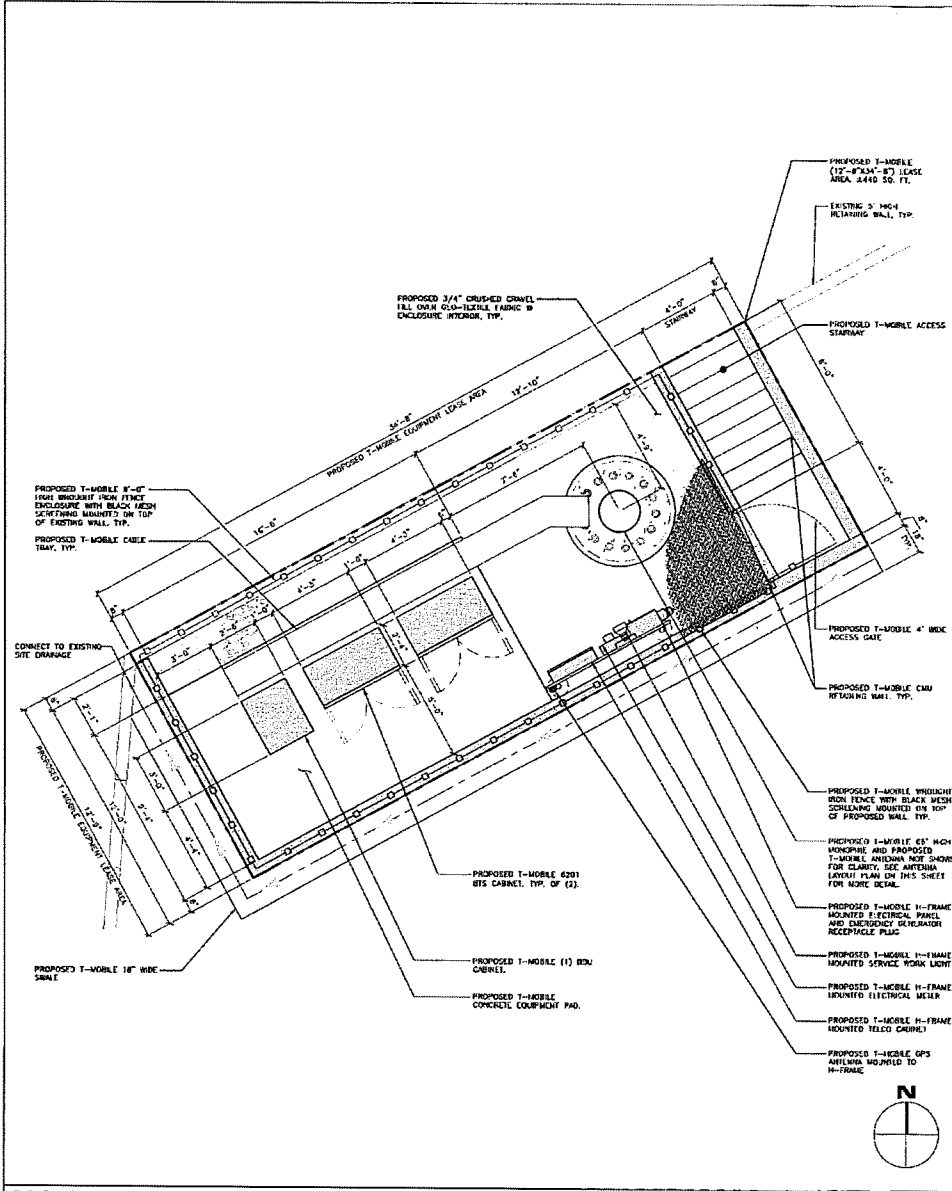
SITE PLAN



**Exhibit C**

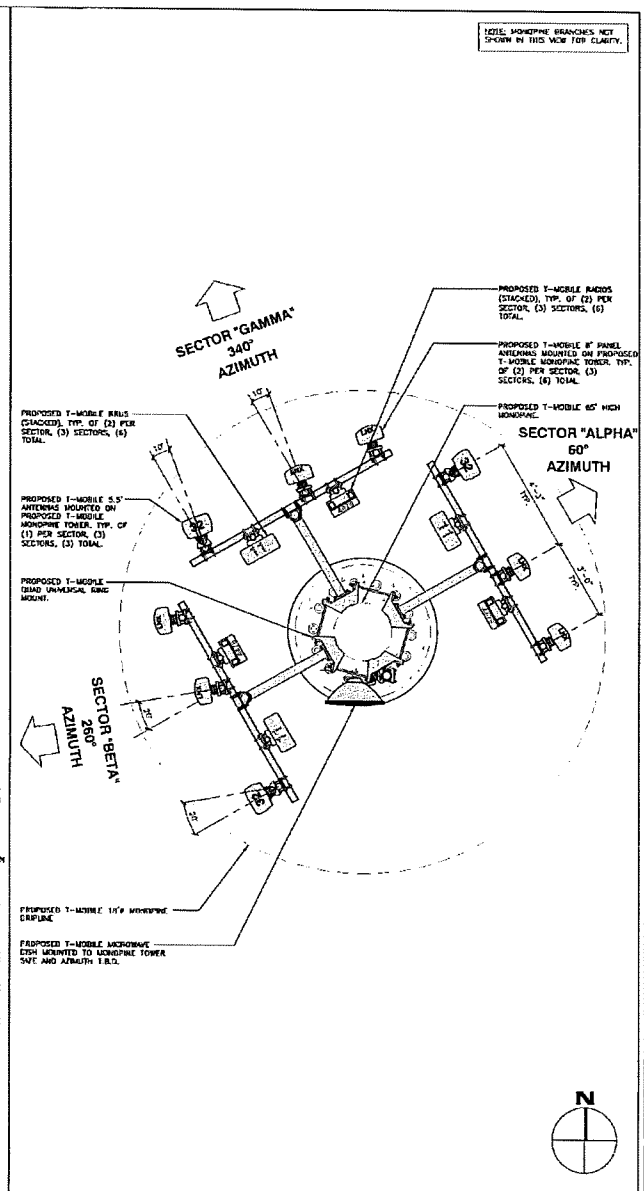
Floor Plan - DP 18-04 & CUP 18-01

**[Attached]**



PROPOSED EQUIPMENT LAYOUT PLAN

SCALE: 1/2" = 1'-0" 2



PROPOSED ANTENNA LAYOUT PLAN

NOTE: MONOPINE BRANCHES NOT SHOWN IN THIS VIEW FOR CLARITY.



PLANS PREPARED BY:  
**NATIONAL**  
 ENGINEERING & CONSULTING, INC.  
 37 COMMERCE CENTER #2000, SAN DIEGO  
 PHONE: (619) 715-8800 FAX: (619) 715-8807

CONSULTANT:  

 2840 VOY KASSIAN AVENUE  
 SUITE 400  
 IRVINE, CA 92612  
 TEL: (949) 751-3703  
 FAX: (949) 387-1275

NO.	DATE	DESCRIPTION	BY
1	10/17/17	90% ZD	JY
2	11/17/17	CLIENT REVISIONS	NT
3	12/01/17	100% ZD	DV
4	02/08/18	CLIENT REVISIONS	NT

SITE INFORMATION:  
**IE25455D**  
**KALEIDOSCOPE**  
 1780 CASTLETON STREET  
 CITY OF INDUSTRY, CA 91748

SEAL:

SHEET TITLE:  
**PROPOSED EQUIPMENT,  
 AND ANTENNA LAYOUT  
 PLANS**

SHEET NUMBER:  
**A-2**

**Exhibit D**

Photo Simulation - DP 18-04 & CUP 18-01

**[Attached]**





# IE25455D

## KALEIDOSCOPE

17980 CASTLETON STREET CITY OF INDUSTRY CA 91748



VIEW 1



LOCATION

©2017 Google Maps



EXISTING



PROPOSED

LOOKING EAST FROM STONER CREEK ROAD

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.



# IE25455D

## KALEIDOSCOPE

17980 CASTLETON STREET CITY OF INDUSTRY CA 91748



VIEW 2



LOCATION

©2017 Google Maps



EXISTING



PROPOSED

LOOKING SOUTH FROM CASTLETON STREET

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.



# IE25455D

## KALEIDOSCOPE

17980 CASTLETON STREET CITY OF INDUSTRY CA 91748



VIEW 3



LOCATION

©2017 Google Maps



EXISTING



PROPOSED MONOPINE

PROPOSED EQUIPMENT ENCLOSURE

PROPOSED RETAINING WALL

PROPOSED ACCESS STAIRS

PROPOSED

LOOKING SOUTHEAST FROM PARKING LOT

ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

**Exhibit E**

Notice of Exemption - DP 18-04 & CUP 18-01

**[Attached]**

## NOTICE OF EXEMPTION

**To:** County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Highway #2001  
Norwalk, CA 90650

**From:** City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**Project Title:** CUP 18-04

**Project Location - Specific:** 17980 Castleton Street

**Project Location-City:** City of Industry **Project Location-County:** Los Angeles

**Description of Project:** Conditional Use Permit 18-04 a request for a new Conditional Use Permit 18-01 is to establish a new stealth wireless telecommunication facility with a lease area of 488 square feet for a business known as "T-Mobile", located within an existing shopping center at the address of 17980 Castleton Street in the (C) Commercial zone.

**Name of Public Agency Approving Project:** Planning Commission, City of Industry

**Name of Person or Agency Carrying Out Project:**

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15303 Class 3
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15303 Class 3, exempts the construction of small facilities and structures. (1) the proposed use is consistent with the general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (2) The proposed project occupies a 488 square feet lease area on a 2.11 acre site; (3) The proposed use is within city limits on a project site surrounded by urban and industrial uses; (4) The project site is fully developed with a 24,995 square foot building and parking lot has no value as habitat for endangered, rare or threatened species. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The site is adequately served by all required utilities and public. Based on these findings, the Planning Commission adopts the Notice of Exemption and directs staff to file same as required by law.

### Lead Agency

Contact Person: Dina Lomeli

Telephone: (626) 333-2211

Signature: \_\_\_\_\_

Date: July 26, 2018

Title: Consultant Associate Planner

**Exhibit F**

Public Hearing Notice - CUP 18-01

**[Attached]**



# CITY OF INDUSTRY

## NOTICE OF PUBLIC HEARING

### Conditional Use Permit No. 18-01

On July 26, 2018 notice has been given that the City Council of the City of Industry will hold a public hearing to consider an application from Smartlink, LCC on behalf of T-Mobile for Conditional Use Permit 18-01 located at 17980 Castleton Street in the City of Industry. Conditional Use Permit 18-01 is to establish a new stealth wireless telecommunication facility.

A copy of all relevant material, including the Conditional Use Permit application, and Notice of Exemption are on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744. Please contact Dina Lomeli, Consultant Associate Planner, at the City of Industry at 626-333-2211 extension 115 or by email at [dlomeli@cityofindustry.org](mailto:dlomeli@cityofindustry.org) if you have questions.

The time, date, and place of the hearing will be as follows:

**Time:** 9:00 a.m.  
**Date:** July 26, 2018  
**Place:** City Council Chamber  
15651 East Stafford Street  
City of Industry, CA 91744

Any person wishing to be heard regarding this matter may appear at the above time, date, and place. Written comments may be sent via US Mail or by hand delivery to the City of Industry at the address listed above or via email to the email address listed above. All comments must be received at, or prior to, the date and time of the hearing listed above.

If you challenge the Conditional Use Permit in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission of the City of Industry at, or prior to, the public hearing.

  
Diane Schlichting  
City Clerk

JN 9319

**Exhibit G**

Resolution No. CC 2018-34

**[Attached]**



## RESOLUTION NO. CC 2018-34

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF DEVELOPMENT PLAN NO. 18-04 AND CONDITIONAL USE PERMIT NO. 18-01 FOR THE CONSTRUCTION AND OPERATION OF A STEALTH WIRELESS TELECOMMUNICATIONS FACILITY WITHIN AN EXISTING SHOPPING CENTER LOCATED AT 17980 CASTLETON STREET IN THE CITY OF INDUSTRY, CALIFORNIA

#### RECITALS

**WHEREAS**, on February 28, 2018 Smartlink on behalf of T-Mobile, (“Applicant”) filed an application for approval of Conditional Use Permit (“CUP”) No. 18-01 and Development Plan (“DP”) No. 17-04 described herein (“Application”); and

**WHEREAS**, the Application applies to allow the construction and operation of a 65 foot tall Wireless Telecommunications Facility, with associated equipment located on a 2.11 acre property at 17980 Castleton Street, City of Industry, California, Assessor’s Parcel Number 8265-044-038 (“Property”); and

**WHEREAS**, the Applicant is proposing the construction and operation of a new stealth wireless telecommunication facility disguised as a pine tree in the “C” Commercial Zone, and in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

**WHEREAS**, the Applicant desires to construct and operate a Wireless Telecommunications Facility, which will house nine panel antennas, on a 65 foot tall monopole structure in the “C” Commercial zone and, in accordance with Section 17.70.040.A.3 of the City’s Municipal Code (“Code”), a CUP is required for this type of activity; and

**WHEREAS**, the Land Use Element of the General Plan designates the Property as Commercial. The proposed use is consistent with the General Plan as it would support an ancillary use that is necessary to support basic commercial activities, and does not conflict with the established goals and objectives of the Land Use Element. Observable Wireless Telecommunications Facilities are permitted in the “C” Commercial zone, subject to the approval of a CUP pursuant to Section 17.70.040.A.1 of the City’s Code; and

**WHEREAS**, Section 17.04.120 of the Municipal Code (“Code”) requires that when separate applications for the same project involve final decisions by the Planning Commission and City Council, all applications must first be submitted to the Planning

Commission for review and recommendation, and then to the City Council for a final decision; and

**WHEREAS**, an Environmental Assessment was conducted by staff pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, the project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15303 (Class 3 (c) New Construction or Conversion of Small Structures) of the CEQA Guidelines because the project is less than 2,500 square feet in floor area, is in an urbanized area, is zoned for wireless telecommunications facilities, and does not involve the use of a significant amount of a hazardous substance. Further, the lease area for the facility is only 488 square feet, and given that the Property is already developed, all necessary public services are available and the surrounding area is not environmentally sensitive; and

**WHEREAS**, notice of the Planning Commission's June 12, 2018 public hearing on CUP No. 18-01 was published in *The San Gabriel Valley Tribune* on June 2, 2018, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on May 31, 2018; and

**WHEREAS**, notice of the Planning Commission's June 12, 2018 public hearing on CUP No. 18-01 was also mailed to property owners within 300 feet of the Property on June 1, 2018; and

**WHEREAS**, on June 12, 2018, the Planning Commission of the City of Industry conducted a duly noticed public hearing on the Application, and considered all testimony written and oral including the information contained in the Notice of Exemption; and

**WHEREAS**, notice of the City Council July 26, 2018 public hearing on CUP No. 18-01 was published in *The San Gabriel Valley Tribune* on July 14, 2018, in compliance with the City's Code and Government Code Section 65091, and was posted at the Property and at three public places on July 13, 2018; and

**WHEREAS**, notice of the City Council July 26, 2018 public hearing on CUP No. 18-01 was also mailed to property owners within 300 feet of the Property on July 13, 2018; and

**WHEREAS**, on July 26, 2018, the City Council of the City of Industry conducted a duly noticed public hearing on the Application, and considered all testimony written and oral including the information contained in the Notice of Exemption; and

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

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

**SECTION 1:** The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2:** All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

**SECTION 3:** An Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. In accordance with California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), the proposed project is exempt per Section 15303 (Class 3 (c), new construction or conversion of small structures). The project is less than 2,500 square feet in floor area, is in an urbanized area, is zoned for wireless telecommunications facilities, does not involve the use of a significant amount of a hazardous substance and because the Property is currently developed, it is currently served by all necessary public services, facilities and the surrounding area is not environmentally sensitive. Based on these findings, the Planning Commission recommends that City Council approve the Notice of Exemption and directs staff to file same as required by law.

**SECTION 4:** Based upon substantial evidence presented to the City Council during the July 26, 2018 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

A. The property is suitable for development in accordance with the Development Plan because the project is in conformance with the City of Industry General Plan and all applicable standards outline within Section 17.36.060 of the City's Code. This includes: setbacks, height, parking and landscaping standards. Further, existing water, gas, electricity and sewer utilities will adequately serve the Project; and

B. The total development is arranged to avoid traffic congestion, ensure the public health safety and general welfare or prevent adverse effects upon neighboring properties because it has been designed to minimize any potential impacts by complying with the current City's Code. The Applicant, business owner and property owner are also responsible for complying with the current Building and Fire Codes. Furthermore, conditions of approval have been incorporated to minimize potential adverse impacts from occurring on the premises; and

C. The proposed addition will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design. The proposed monopine will blend in with the surrounding landscape because the existing property has mature trees on the north, east and west side of the property. The proposed monopine will be 65 feet in height which meets the height requirements. An alternative configuration will not increase community compatibility or

is not reasonably feasible. Based on radio frequency studies, the height and placement of the telecommunications facility is necessary to close a significant gap in coverage; and

D. The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The wireless telecommunication facility is consistent with the land use designation of Commercial found in the City's General Plan. These allowable land uses include (and are not limited to) retail, office, wireless facilities and restaurants. The project is also compatible with surrounding properties and uses because the surrounding area is composed of commercial shopping centers and the wireless facility will help by providing expanded cellular coverage businesses and individuals throughout the City.

**SECTION 5:** Based upon substantial evidence presented to the City Council during the July 26, 2018 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and the City's Code, the City Council finds as follows:

A. The proposed use is consistent with the goals and objectives of the General Plan. The General Plan designates the site as Commercial, which allows for uses necessary to support retail/service activities. The Zoning Ordinance, which implements the General Plan, allows for observable Wireless Telecommunications Facilities with approval of a CUP. In addition, the conditions of approval set operational and management standards to ensure that the business will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance.

B. The Property is adequate in size and shape, topography and location to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and items which may be required by Section 17.36.060 of the Municipal Code, and there will be adequate utilities to accommodate the proposed use. The Property complies with the development standards outlined in Chapter 17.36, and the use does not involve major physical changes to the Property, and there will be no increased demands placed upon the existing water, gas, and sewer and minimal increase in electricity that adequately serve the site.

C. The Property is served by street access adequate in width and improved as necessary to carry the kind of traffic such use would generate as it will only be for routine maintenance. There is no expansion of the footprint of the building, and the Property is currently served by Castleton Street and Stoner Creek Road, which are of adequate capacity to serve the existing commercial uses. The proposed use will not require additional parking because the use is self-operated with exception of routine maintenance. Furthermore, the circulation for the site will not be impacted or disturbed because the wireless facility will be located at the rear of the Property behind an existing

perimeter fence. All drive aisles will remain intact and with the required drive aisle width of 26 feet.

D. The Wireless Telecommunications Facility use is compatible with surrounding properties and uses because the surrounding area is composed of commercial uses, and the facility will increase telecommunications coverage, which supports the surrounding commercial uses. The uses of the surrounding properties may change, but the character will remain commercial in nature consistent with the General Plan and zoning designations of the site.

E. The nature, condition and proposed development of adjacent uses, buildings and structures has been considered, and the proposed use, the Wireless Telecommunications Facility, will not adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare, in that the surrounding area is composed of other similar uses. The Wireless Telecommunications Facility will complement the adjacent uses and will expand the wireless coverage in the area that will benefit the community.

F. The proposed wireless telecommunications facility has been designed to achieve compatibility with the community to the maximum extent reasonably feasible. The new telecommunications facility will be located in the rear of the multi-tenant commercial building, within an enclosed area that will be surrounded by a wrought-iron fence. The facility will be camouflaged as a monopine, that will help the lower parts of the facility blend into the landscape.

G. An alternative configuration will not increase community compatibility or is not reasonably feasible. Based on radio signal studies, the height and placement of the telecommunications facility is necessary to close a significant gap in coverage.

H. The location of the wireless telecommunications facility on alternative sites will not increase community compatibility or is not reasonably feasible. Collocation on existing telecommunications facilities was evaluated; however, none allowed the applicant to close the significant gap in coverage.

I. The proposed facility is necessary to close a significant gap in coverage, increase network capacity, or maintain service quality, and is the least intrusive means of doing so. The location of the facility at the rear of the Property, is the least intrusive means for providing the best service quality, and for addressing the significant gap in service coverage.

J. The applicant has submitted a statement of its willingness to allow other wireless service providers to co-locate on the proposed wireless telecommunications facility if technically and economically feasible and where collocation would not harm community compatibility.

K. The proposed wireless telecommunications facility has been located and designed for colocation to the maximum extent possible. The height of the proposed equipment at 65 feet will allow for future collocation.

L. Noise generated by equipment will not be excessive, annoying or detrimental to the public health, safety, and welfare. All equipment will be located at least 100 feet away from the nearest commercial or residential building and any equipment for the telecommunications facility will be contained with a cabinet specifically designed to reduce noise.

Based upon the foregoing findings, the City Council hereby recommends City Council approval of CUP No. 18-01 and DP No 18-4, subject to the conditions contained in Exhibit A.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on July 26, 2018 by the following vote:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, City Clerk



# CITY OF INDUSTRY

15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## ATTACHMENT 1

### Standard Requirements and Conditions of Approval

**APPLICATION:** Development Plan 18-04 & Conditional Use Permit 18-01

**APPLICANT:** Smartlink on behalf of T-Mobile

**LOCATION:** 17980 Castleton Street

**USE:** Construction of a new stealth wireless telecommunication facility within an existing commercial shopping center

#### Conditions of Approval:

Development Plan 18-04

Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The operator shall maintain the wireless telecommunication facility and monopole materials (panel antennas and associated equipment) in a condition that approximates new and in a manner that maintains the integrity and intent of the materials to mask the wireless facility. The operator shall make all necessary repairs and replacements of equipment and structural and aesthetic components that result from discoloring, fading, and damage caused by outdoor exposure and/or inclement weather. Under this condition, the applicant shall replace such components within 90 days of written notice by the City.
2. Paint colors must minimize visual impacts by blending with the surrounding environment and buildings.
3. The exterior surfaces must be constructed of non-reflective materials.
4. The wireless telecommunications facility may not exceed sixty-five feet in height.

5. Supports or poles shall be boxed and treated to blend with the character of the surrounding area.
6. The wireless telecommunication facility may not be lighted or marked unless required by the FCC or the Federal Aviation Administration.
7. Cable trays and runs for a freestanding wireless telecommunication facility must be located inside the pole and underground.
8. No signs, flags, banners, or any form of advertising may be attached to a wireless telecommunication facility except for government-required certifications, warnings, or other required seals or signs.
9. The wireless telecommunication facility may not utilize guy wires or other diagonal or horizontal support structures.
10. Accessory buildings, shelters, cabinets and other ground-based equipment must be grouped together to the maximum extent feasible.

#### **Code Requirements and Standards:**

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
3. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved Development Plan.
4. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
5. All exterior surfaces of buildings and appurtenant structures shall be painted in



accordance with the approved Development Plan.

6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

**Interpretation and Enforcement:**

1. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

**Indemnification and Hold Harmless Condition:**

1. The Applicant and Property Owner and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Development Plan within 10 days after the approval of said Development Plan.

### **Conditions of Approval:**

#### Conditional Use Permit 18-01

Conditions of approval are unique provisions beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the Planning Commission per Section 17.48.060 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. The Applicant and/or successor in interest shall comply with all Federal, State, County, and local laws and ordinances.
2. No changes to the approved development are permitted without prior written permission from the City in consultation with the Los Angeles County Sheriff's Department.
3. Prior to building final or operation of the use/business approved by the CUP, the Applicant shall contact the Planning Department and schedule a final inspection. The Planning Department will inspect the premises to ensure compliance with all approved conditions of approval and requirements.

### **Code Requirements and Standards:**

The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the Planning Commission and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.

1. Off-street parking shall be provided at all times in accordance with the originally approved site plan and shall be maintained in a clean and attractive manner (trash, litter, or other materials shall be removed regularly).
2. No changes to the approved development plan shall be permitted without written permission from the City of Industry.
3. The noise level created by the wireless telecommunications facility shall not exceed the following at the property line of any adjacent or nearby residential land use, hospital, school in session, church or public library as measured by a sound level meter:
  - (a) 55 dBA between 7:00 a.m. - 10:00 p.m.

50 dBA            between 10:00 p.m. - 7:00 a.m.  
for a cumulative period of more than 30 minutes in any hour;

(b)    60 dBA            between 7:00 a.m. - 10:00 p.m.  
55 dBA            between 10:00 p.m. - 7:00 a.m.  
for a cumulative period of more than 15 minutes in any hour;

(c)    65 dBA            between 7:00 a.m. - 10:00 p.m.  
60 dBA            between 10:00 p.m. - 7:00 a.m.  
for a cumulative period of more than 5 minutes in any hour;

(d)    70 dBA            between 7:00 a.m. - 10:00 p.m.  
65 dBA            between 10:00 p.m. - 7:00 a.m.  
at any time.

4. Any violation of these conditions or any local, county, state or federal laws shall constitute grounds for revocation or suspension of the Conditional Use Permit.
5. Within sixty days of commencement of operations, the operator of a new wireless telecommunications facility must provide the planning department with a report, prepared by a qualified engineer acceptable to the city, indicating that the actual radio frequency (RF) emissions of the facility, measured at the property line or nearest point of public access and in the direction of maximum radiation from each antenna, is in compliance with all applicable FCC safety standards. This report must include RF emissions from all colocation facilities, if any, at the site. The operator must subsequently provide an updated report to the City within sixty days after completion of any change in design, number of antennas, operation, or other significant change in circumstances, or when such a report is otherwise required by the FCC, to the satisfaction of the planning director.
6. Wireless telecommunication facilities may not generate radio frequency emissions or electromagnetic radiation in excess of applicable FCC standards or any other applicable regulations. All wireless telecommunication facilities must comply with all standards and regulations of the FCC, and any other state or federal government agency with the authority to regulate wireless telecommunications facilities. In the event that the facility exceeds FCC standards, the City has grounds may commence revocation proceedings for the CUP.

7. The Property and the wireless telecommunications facility, including all landscaping, security fencing, and related equipment must be maintained in a neat and clean manner and in accordance with all approved plans.
8. All graffiti on wireless telecommunication facilities must be removed at the sole expense of the Property Owner and/or operator of the facility within forty-eight hours of notification by the City.
9. If any FCC, CPUC or other required license or approval to provide telecommunications services is ever revoked, the operator must inform the planning director of the revocation within ten days of receiving notice of such revocation.
10. The wireless telecommunications facility and all equipment associated with the use must be removed in its entirety by the Property Owner and/or operator, at the operator's sole expense, within ninety days of an FCC or CPUC license or registration revocation or if the facility is abandoned or no longer needed. The Property must be restored to its pre-installation condition and, where necessary, revegetated to blend in with the surrounding area. Restoration and revegetation must be completed within two months of removal of the facility. Facilities not removed within these time periods are subject to immediate removal and restoration of the premises. The City is not required to provide notice that removal is required.
11. Any violation of these conditions or any local, county, state or federal laws shall constitute grounds for revocation or suspension of the Conditional Use Permit.

**Interpretation and Enforcement:**

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval
2. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
3. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new

information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

**Indemnification and Hold Harmless Condition:**

1. The Applicant and Property Owner and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Conditional Use Permit within 10 days after the approval of said Conditional Use Permit.