

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

OCTOBER 25, 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 8:00 a.m. to 5:00 p.m., Fridays 8:00 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 October 25, 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 April 12, 2018 regular meeting, May 25, 2018 special meeting and October 11, 2018 special meeting

*RECOMMENDED ACTION: Approve as submitted.*

6. **ACTION ITEMS**

6.1 Consideration of Development Plan No. 17-06, for the construction of a 14,545 square-foot addition to an existing industrial development located at 13031 Temple Avenue, and Mitigated Negative Declaration

- a. Consideration of Resolution No. CC 2018-46 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 17-6 TO ALLOW THE CONSTRUCTION OF A 14,545 SQUARE-FOOT BUILDING ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT LOCATED AT 13031 TEMPLE AVENUE IN THE CITY OF INDUSTRY, WITHIN THE “M” INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

*RECOMMENDED ACTION: Adopt Resolution CC 2018-46.*

- b. Consideration of Resolution No. CC 2018-47 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-6 FOR THE CONSTRUCTION OF A 14,545 SQUARE-FOOT ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT, LOCATED AT 13031 TEMPLE AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

*RECOMMENDED ACTION: Adopt Resolution CC 2018-47.*

- 6.2 Consideration of Resolution No. CC 2018-48 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION IN THE AMOUNT OF \$10,000.00 TO THE BOY SCOUTS OF AMERICA FOR THE 2018 GOOD CHARACTER GALA

*RECOMMENDED ACTION: Adopt Resolution CC 2018-48.*

- 6.3 Consideration of Resolution No. CC 2018-49 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION IN THE AMOUNT OF \$10,000 TO THE CITY OF HOPE TO HELP FIGHT AND PROVIDE SERVICES FOR WOMEN THAT ARE FIGHTING BREAST CANCER

*RECOMMENDED ACTION: Adopt Resolution CC 2018-49.*

- 6.4 Consideration of Resolution No. CC 2018-50 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA RATIFYING A DONATION TO THE VETERANS BENEFIT TEAM ROPING FOUNDATION IN THE AMOUNT OF \$40,000 FOR THE YEARS 2016, 2017 AND 2018

*RECOMMENDED ACTION: Adopt Resolution CC 2018-50.*

- 6.5 Consideration of Resolution No. CC 2018-51 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-39 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019

*RECOMMENDED ACTION: Adopt Resolution CC 2018-51.*

- 6.6 Consideration of a License Agreement with R C Foster Corporation, for Assessor's Parcel No. 8208-025-937 located at 15555 E. Stafford Street, for use as a temporary staging area for construction activities for the Puente Valley Operable Unit Treatment Plant Project

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.7 Consideration of a Prop A Assignment Agreement with the City of La Verne in the amount of \$203,500 to be allocated from the City's General Fund

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.8 Consideration of the First Amended and Restated City Manager Employment Agreement between the City Troy Helling

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.9 Consideration of a Land Mobile Radio (“LMR”) Site Access Agreement the Los Angeles Regional Interoperable Communications System Authority for the property located at 2000 Toner Canyon Road for a new monopole and associated equipment

*RECOMMENDED ACTION: Provide direction to Staff.*

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: Skyscraper Brewing Company, Inc. v. Successor Agency to the Industry Urban-Development Agency, City of Industry, *et al.*

Superior Court of California, County of Los Angeles Pomona Courthouse South

Case No. KC068505

10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS174700

11. Adjournment. The next regular City Council Meeting will be Thursday, November 8, 2018 at 9:00 a.m.



*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF OCTOBER 25, 2018**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
100	GENERAL FUND	3,565,641.09
103	PROP A FUND	3,522.49
120	CAPITAL IMPROVEMENT FUND	626,975.43
140	CITY DEBT SERVICE	1,750.00
161	IPUC - ELECTRIC	441,131.60
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,000.00
TOTAL ALL FUNDS		4,641,020.61

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	606,938.48
PROP/A	PROP A - CKING ACCOUNT	3,522.49
REF	REFUSE - CKING ACCOUNT	1,270,601.35
WT	WORKMAN TEMPLE - CKING ACCT	4,797.10
WFBK	WELLS FARGO - CKING ACCOUNT	2,755,161.19
TOTAL ALL BANKS		4,641,020.61

APPROVED PER ACTING CITY MANAGER

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CITY OF INDUSTRY

BANK OF AMERICA

October 25, 2018

Check	Date		Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1456	10/11/2018		CITY OF INDUSTRY	\$273,722.09
	Invoice	Date	Description	Amount
	10/11/18	10/11/2018	TRANSFER FUNDS-ELECTRIC	\$273,722.09
1457	10/10/2018		CITY OF INDUSTRY	\$8,883.10
	Invoice	Date	Description	Amount
	10/10/18	10/10/2018	REIMBURSE FOR SALARIES AND CALPERS JUL-SEP	\$8,883.10

CITYGEN.CHK - City General

WT1085	10/09/2018		MIDAMERICA ADMINISTRATIVE &	\$4,333.29
	Invoice	Date	Description	Amount
	OCTOBER 2018	10/09/2018	MEDICAL PREMIUM REIMBURSEMENTS	\$4,333.29
24409	10/10/2018		CIVIC RECREATIONAL INDUSTRIAL	\$260,000.00
	Invoice	Date	Description	Amount
	10/10/18	10/10/2018	TRANSFER FUNDS-CRIP A/P	\$260,000.00
24410	10/10/2018		INDUSTRY PROPERTY & HOUSING	\$60,000.00
	Invoice	Date	Description	Amount
	10/10/18	10/10/2018	TRANSFER FUNDS-IPHMA A/P	\$60,000.00

**CITY OF INDUSTRY  
BANK OF AMERICA  
October 25, 2018**

Check	Date	Payee Name	Check Amount
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**PROPA.CHK - Prop A Checking**

<b>90019</b>	10/25/2018		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$78.80</b>
	Invoice	Date	Description	Amount
	3382358	10/01/2018	DISP SVC-METROLINK	\$78.80
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<b>90020</b>	10/25/2018		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$3,443.69</b>
	Invoice	Date	Description	Amount
	14-23139	10/12/2018	SECURITY SVC-METROLINK	\$1,729.73
	14-23110	10/05/2018	SECURITY SVC-METROLINK	\$1,713.96

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Checks	Status	Count	Transaction Amount
	Total	7	\$610,460.97

**CITY OF INDUSTRY**  
**WELLS FARGO REFUSE**  
**October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
WT253	10/03/2018		CITY OF INDUSTRY DISPOSAL CO.	\$1,270,141.70
	Invoice	Date	Description	Amount
	3383687	10/03/2018	REFUSE SVC 9/1-9/30/18	\$1,270,141.70
80099	10/25/2018		QUALITY GLOVE, INC.	\$6.64
	Invoice	Date	Description	Amount
	10/12/2018	10/12/2018	REFUND-CID ACCOUNT #027876	\$6.64
80100	10/25/2018		SUN GALE LLC	\$299.00
	Invoice	Date	Description	Amount
	10/3/2018	10/03/2018	REFUND-ACCOUNT #075609 (BETANI FOOTWEAR)	\$299.00
80101	10/25/2018		ZJW, INC.	\$154.01
	Invoice	Date	Description	Amount
	10/10/2018	10/10/2018	REFUND-CID ACCOUNT #400098	\$154.01

Checks	Status	Count	Transaction Amount
	Total	4	\$1,270,601.35

**CITY OF INDUSTRY**  
**WORKMAN TEMPLE SPECIAL FUND**  
**October 25, 2018**

Check	Date	Payee Name	Check Amount
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WRKTMPHM.WF.CHK - Workman Temple Homestead Chking

1001	10/10/2018	HISTORICAL RESOURCES, INC.	\$4,797.10
	Invoice	Date	Description
	10/10/18	10/10/2018	HISTORICAL COLLECTIBLES
			Amount
			\$4,797.10

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Check	Status	Count	Transaction Amount
	Total	1	\$4,797.10



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69807	10/04/2018		L A COUNTY REGISTRAR-	\$2,216.25
	Invoice	Date	Description	Amount
	PLAN 17-5	10/04/2018	FEE-NOTICE OF DETERMINATION FOR DEV PLAN 17-5	\$2,216.25
69808	10/04/2018		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DEV PLAN 17-5	10/04/2018	FEE-NOTICE OF DETERMINATION FOR DEV PLAN 17-5	\$75.00
69809	10/04/2018		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 17-6	10/04/2018	FEE-NOTICE OF INTENT TO ADOPT AN MND FOR DP	\$75.00
69810	10/10/2018		AT & T	\$943.00
	Invoice	Date	Description	Amount
	1670663400	09/23/2018	08/19-09/18/18 SVC - 600 S BREA CYN-METROLINK-	\$943.00
69811	10/10/2018		FRONTIER	\$273.66
	Invoice	Date	Description	Amount
	2019-00000417	09/25/2018	09/25-10/24/18 SVC - EM-21535 BAKER PKWY BLDG 20	\$51.62
	2019-00000418	09/25/2018	09/25-10/24/18 SVC - EM-21760 GARCIA LN	\$66.18
	2019-00000419	09/28/2018	09/28-10/27/18 SVC - EM-21700 BAKER PKWY BLDG 23	\$51.62
	2019-00000420	09/28/2018	09/28-10/27/18 SVC - EM-179 S. GRAND AVE	\$38.06
	2019-00000421	09/28/2018	09/28-10/27/18 SVC - EM-21912 GARCIA LN-ALARM	\$66.18
69812	10/10/2018		ROWLAND WATER DISTRICT	\$2,052.42
	Invoice	Date	Description	Amount
	2019-00000422	09/26/2018	08/16-09/18/18 SVC - 909 U NOGALES STREET	\$804.64
	2019-00000423	09/26/2018	08/20-09/20/18 SVC - 1015 NOGALES STREET-PUMP	\$266.16
	2019-00000424	09/26/2018	08/16-09/18/18 SVC - 1023U NOGALES STREET	\$33.44

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00000425	09/26/2018	08/15-09/17/18 SVC - 1123D HATCHER STREET	\$59.04
	2019-00000426	09/26/2018	08/15-09/17/18 SVC - 1123C HATCHER STREET	\$161.44
	2019-00000427	09/26/2018	08/15-09/17/18 SVC - 1135 HATCHER STREET	\$33.44
	2019-00000428	09/26/2018	08/15-09/17/18 SVC - AZUSA AVE (RC)	\$106.83
	2019-00000429	09/26/2018	08/16-09/18/18 SVC - 1100 AZUSA AVENUE	\$154.30
	2019-00000430	09/26/2018	08/15-09/17/18 SVC - 755 NOGALES (RC)	\$232.46
	2019-00000431	09/26/2018	08/15-09/17/18 SVC - 17217 & 17229 CHESTNUT - IRR	\$200.67
<b>69813</b>	10/10/2018		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$243.56</b>
	Invoice	Date	Description	Amount
	2019-00000432	09/27/2018	08/27-09/26/18 SVC - IRRIG SALT LAKE/SEVENTH	\$243.56
<b>69814</b>	10/10/2018		<b>SHELL ENERGY NORTH AMERICA-US</b>	<b>\$87,684.00</b>
	Invoice	Date	Description	Amount
	2069064	10/02/2018	WHOLESALE USE-SEP 2018	\$77,184.00
	2069062	10/02/2018	CAPACITY FOR SEP 2018	\$10,500.00
<b>69815</b>	10/10/2018		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$754.70</b>
	Invoice	Date	Description	Amount
	2019-00000433	09/27/2018	08/27-09/26/18 SVC - 137 N HUDSON AVE	\$391.27
	2019-00000434	09/28/2018	08/27-09/26/18 SVC - VARIOUS SITES	\$179.06
	2019-00000435	10/02/2018	09/01-10/01/18 SVC - 1 VALLEY/AZUSA	\$15.10
	2019-00000436	10/02/2018	08/01-10/01/18 SVC - VARIOUS	\$169.27
<b>69816</b>	10/10/2018		<b>SOCALGAS</b>	<b>\$43.35</b>
	Invoice	Date	Description	Amount
	2019-00000437	10/01/2018	08/28-09/27/18 SVC - 1015 NOGALES ST STE 101	\$18.58
	2019-00000438	10/01/2018	08/28-09/27/18 SVC - 710 NOGALES ST	\$24.77

CITY OF INDUSTRY

WELLS FARGO BANK

October 25, 2018

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69817	10/10/2018	SOUTH COAST A.Q.M.D.		\$1,008.50
	Invoice	Date	Description	Amount
	3342697	09/18/2018	PROJECTS REVIEW-NEW GENERATOR AT CITY HALL	\$1,008.50
69818	10/17/2018	AT & T		\$9.01
	Invoice	Date	Description	Amount
	2019-00000471	10/01/2018	10/01-10/31/18 SVC - CITY WHITE PAGES	\$9.01
69819	10/17/2018	AT & T		\$529.15
	Invoice	Date	Description	Amount
	3104900429	10/01/2018	10/01-10/31/18 SVC - METROLINK-T1 CIRCUIT	\$304.15
	8965151520	10/01/2018	10/01-10/31/18 SVC - METROLINK-TELECOM	\$225.00
69820	10/17/2018	FRONTIER		\$2,461.56
	Invoice	Date	Description	Amount
	2019-00000473	10/01/2018	10/01-10/31/18 SVC - VARIOUS SITES	\$974.22
	2019-00000474	10/01/2018	10/01-10/31/18 SVC - GS-21650 VALLEY BLVD	\$51.78
	2019-00000475	10/01/2018	10/01-10/31/18 SVC - VARIOUS GENERATOR SITES	\$1,063.60
	2019-00000476	10/01/2018	10/01-10/31/18 SVC - GS-21700 VALLEY BLVD	\$54.46
	2019-00000477	10/02/2018	10/02-11/01/18 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2019-00000478	10/02/2018	10/02-11/01/18 SVC - 1015 NOGALES ST PUMP STN-	\$51.32
	2019-00000479	10/04/2018	10/04-11/03/18 SVC - EM-21858 GARCIA LN-ALARM	\$66.73
	2019-00000480	10/04/2018	10/04-11/03/18 SVC - GS-21620 VALLEY BLVD	\$54.46
69821	10/17/2018	ROWLAND WATER DISTRICT		\$2,491.69
	Invoice	Date	Description	Amount
	2019-00000481	09/26/2018	08/15-09/17/18 SVC - 930 AZUSA AVE	\$842.99

## CITY OF INDUSTRY

## WELLS FARGO BANK

October 25, 2018

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00000482	09/26/2018	08/15-09/17/18 SVC - 17401 VALLEY BLVD	\$746.16
	2019-00000483	09/26/2018	08/15-09/17/18 SVC - 18044 ROWLAND-LAWSON	\$151.84
	2019-00000484	09/26/2018	08/15-09/17/18 SVC - HURLEY ST & VALLEY BLVD	\$497.39
	2019-00000485	09/26/2018	08/16-09/18/18 SVC - AZUSA AVE - CENTER	\$113.44
	2019-00000486	09/26/2018	08/16-09/18/18 SVC - AZUSA AVE	\$139.87
<b>69822</b>	10/17/2018		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$12,150.05</b>
	Invoice	Date	Description	Amount
	2019-00000455	09/27/2018	08/27-09/26/18 SVC - STA 103-80 CROSSROADS PKY	\$250.39
	2019-00000456	09/27/2018	08/27-09/26/18 SVC - CROSSROADS PKY SOUTH	\$1,665.16
	2019-00000457	09/27/2018	08/27-09/26/18 SVC - CROSSROADS PKY NORTH	\$1,001.48
	2019-00000458	09/27/2018	08/27-09/26/18 SVC - CROSSROADS PKY SOUTH	\$1,480.59
	2019-00000459	09/27/2018	08/27-09/26/18 SVC - STA 111-50 CROSSROADS PKY	\$576.33
	2019-00000460	09/27/2018	08/27-09/26/18 SVC - STA 129-00 CROSSROADS PKY	\$1,711.26
	2019-00000461	09/27/2018	08/27-09/26/18 SVC - PELLISSIER	\$957.26
	2019-00000462	09/27/2018	08/27-09/26/18 SVC - PELLISSIER	\$644.12
	2019-00000463	09/27/2018	08/27-09/26/18 SVC - S/E COR OF PELLISSIER	\$1,618.04
	2019-00000464	09/27/2018	08/27-09/26/18 SVC - PECK/UNION PACIFIC BRIDGE	\$1,217.47
	2019-00000465	09/27/2018	08/27-09/26/18 SVC - PELLISSIER	\$1,027.95
<b>69823</b>	10/17/2018		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$31,906.64</b>
	Invoice	Date	Description	Amount
	2019-00000445	10/02/2018	09/01-10/01/18 SVC - 600 BREA CYN RD	\$475.78
	2019-00000446	10/03/2018	08/31-10/02/18 SVC - 208 S WADDINGHAM WAY CP	\$124.63
	2019-00000447	10/03/2018	08/01-10/01/18 SVC - VARIOUS SITES-INTERCONNECT	\$644.94
	15660STAFF-OCT18	10/04/2018	08/27-09/26/18 SVC - 15660 STAFFORD ST	\$2,446.61
	2019-00000448	10/04/2018	08/31-10/02/18 SVC - 15625 STAFFORD ST	\$6,167.57
	2019-00000449	10/05/2018	09/01-10/01/18 SVC - NOGALES ST/SAN JOSE AVE	\$440.05
	2019-00000450	10/05/2018	09/05-10/04/18 SVC - 1123 HATCHER AVE STE A	\$356.30
	2019-00000451	10/05/2018	09/05-10/04/18 SVC - 1135 HATCHER AVE	\$224.73

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2019-00000452	10/06/2018	09/01-10/01/18 SVC - 208 S WADDINGHAM WAY	\$20,908.22
	2019-00000453	10/06/2018	09/05-10/04/18 SVC - VARIOUS SITES	\$84.28
	2019-00000454	10/09/2018	09/01-10/01/18 SVC - GALE AVE/L STREET	\$33.53
<b>69824</b>	10/17/2018		<b>SOCALGAS</b>	<b>\$278.79</b>
	Invoice	Date	Description	Amount
	2019-00000487	10/03/2018	08/30-10/01/18 SVC - 2700 CHINO HILLS PKWY	\$46.97
	2019-00000488	10/03/2018	08/30-10/01/18 SVC - 1 INDUSTRY HILLS PKWY	\$17.74
	2019-00000489	10/05/2018	09/03-10/03/18 SVC - 15651 STAFFORD ST	\$20.60
	2019-00000490	10/05/2018	09/03-10/03/18 SVC - 15633 RAUSCH RD	\$89.35
	2019-00000491	10/05/2018	09/03-10/03/18 SVC - 15625 STAFFORD ST APT A	\$46.74
	2019-00000492	10/05/2018	09/03-10/03/18 SVC - 15625 STAFFORD ST APT B	\$57.39
<b>69825</b>	10/17/2018		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$446.47</b>
	Invoice	Date	Description	Amount
	180070862051	10/03/2018	09/05-10/02/18 SVC - NE CNR VALLEY/STIMS	\$446.47
<b>69826</b>	10/17/2018		<b>VERIZON BUSINESS</b>	<b>\$183.07</b>
	Invoice	Date	Description	Amount
	00284616	10/10/2018	09/01-09/30/18 SVC - VARIOUS SITES	\$46.78
	00284617	10/10/2018	09/01-09/30/18 SVC - VARIOUS SITES	\$136.29
<b>69827</b>	10/17/2018		<b>WELLS FARGO</b>	<b>\$403.35</b>
	Invoice	Date	Description	Amount
	2019-00000493	10/17/2018	CREDIT CARD EXPENSE P/E 10/03/18	\$403.35
<b>69828</b>	10/25/2018		<b>APPLIED METERING TECHNOLOGIES</b>	<b>\$2,693.80</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	6020	10/04/2018	UTILITY OPERATIONS-SEP 26 & 27	\$2,693.80
<b>69829</b>	10/25/2018		<b>ARAMARK REFRESHMENT SERVICE,</b>	<b>\$73.48</b>
	Invoice	Date	Description	Amount
	7308561	09/20/2018	SILVER WATER FILTER	\$73.48
<b>69830</b>	10/25/2018		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	90	10/01/2018	MAINT SVC-OCT 2018	\$14,580.00
<b>69831</b>	10/25/2018		<b>BANK OF AMERICA - VISA</b>	<b>\$989.73</b>
	Invoice	Date	Description	Amount
	2019-00000494	10/06/2018	9/7-10/6/18 CREDIT CARD EXPENSES	\$989.73
<b>69832</b>	10/25/2018		<b>BIGGS CARDOSA ASSOCIATES, INC.</b>	<b>\$156.18</b>
	Invoice	Date	Description	Amount
	74924	09/05/2018	REPAINTING OF AZUSA AVE BRIDGE	\$156.18
<b>69833</b>	10/25/2018		<b>BLAKE AIR CONDITIONING COMPANY</b>	<b>\$1,419.00</b>
	Invoice	Date	Description	Amount
	M43869	09/28/2018	A/C MAINT-CITY HALL	\$1,419.00
<b>69834</b>	10/25/2018		<b>BRYAN PRESS</b>	<b>\$151.64</b>
	Invoice	Date	Description	Amount
	0080197	09/26/2018	LEAVE REQUEST FORMS	\$151.64



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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69835	10/25/2018		CALIFORNIA DEPT OF TAX AND FEE	\$3,221.51
	Invoice	Date	Description	Amount
	2318	10/11/2018	ENERGY SURCHARGE TAX: JUL-SEP 2018	\$3,221.51
69836	10/25/2018		CASSO & SPARKS, LLP	\$125,263.60
	Invoice	Date	Description	Amount
	20307	10/17/2018	SA-LEGAL SVC FOR JULY 2018	\$24,760.85
	20306	10/17/2018	COI-LEGAL SVC FOR JULY 2018	\$100,502.75
69837	10/25/2018		CDW GOVERNMENT LLC	\$2,039.21
	Invoice	Date	Description	Amount
	PLW9749	10/03/2018	SURFACE PRO	\$2,039.21
69838	10/25/2018		CINTAS CORPORATION LOC 693	\$55.60
	Invoice	Date	Description	Amount
	693149745	10/01/2018	DOOR MATS	\$55.60
69839	10/25/2018		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	3336969	09/30/2018	DISP SVC-3226 GILMAN RD	\$84.51
	3336970	09/30/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
	3336971	09/30/2018	DISP SVC-14362 PROCTOR	\$84.51
	3336972	09/30/2018	DISP SVC-15710 NELSON AVE	\$28.17
	3336973	09/30/2018	DISP SVC-15702 NELSON	\$28.17
	3336974	09/30/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3336975	09/30/2018	DISP SVC-15730 NELSON AVE	\$28.17
3336976	09/30/2018	DISP SVC-15644 NELSON AVE	\$28.17
3336977	09/30/2018	DISP SVC-15626 NELSON AVE	\$28.17
3336978	09/30/2018	DISP SVC-629 GIANO AVE	\$56.34
3336979	09/30/2018	DISP SVC-754 S 5TH AVE	\$56.34
3336980	09/30/2018	DISP SVC-210 S 9TH AVE	\$56.34
33336981	09/30/2018	DISP SVC-16020 HILL ST	\$28.17
33336982	09/30/2018	DISP SVC-15736 NELSON AVE	\$28.17
3336983	09/30/2018	DISP SVC-15634 NELSON AVE	\$28.17
3336984	09/30/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3336985	09/30/2018	DISP SVC-643 GIANO AVE	\$56.34
3336986	09/30/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3336987	09/30/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3336988	09/30/2018	DISP SVC-16000 HILL ST	\$28.17
3336989	09/30/2018	DISP SVC-16010 HILL ST	\$56.34
3336990	09/30/2018	DISP SVC-16014 HILL ST	\$28.17
3336991	09/30/2018	DISP SVC-16229 HANDORF RD	\$28.17
3336992	09/30/2018	DISP SVC-16242 HANDORF RD	\$56.34
3336993	09/30/2018	DISP SVC-16220 HANDORF RD	\$84.51
3336994	09/30/2018	DISP SVC-16218 HANDORF RD	\$28.17
3336995	09/30/2018	DISP SVC-16217 HANDORF RD	\$56.34
3336996	09/30/2018	DISP SVC-16227 HANDORF RD	\$28.17
3336997	09/30/2018	DISP SVC-16238 HANDORF RD	\$28.17
3336998	09/30/2018	DISP SVC-16224 HANDORF RD	\$28.17
3336999	09/30/2018	DISP SVC-15714 NELSON AVE	\$28.17
3337000	09/30/2018	DISP SVC-15652 NELSON AVE	\$28.17

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	3337001	09/30/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
	3337002	09/30/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
	3337003	09/30/2018	DISP SVC-20137 WALNUT DR	\$28.17
	3337004	09/30/2018	DISP SVC-15722 NELSON AVE	\$28.17
	3337005	09/30/2018	DISP SVC-17229 CHESTNUT ST	\$84.51
	3337006	09/30/2018	DISP SVC-130 TURNBULL CYN RD	\$28.17
	3337007	09/30/2018	DISP SVC-132 TURNBULL CYN RD	\$28.17
	3337008	09/30/2018	DISP SVC-138 TURNBULL CYN RD	\$28.17
	3337009	09/30/2018	DISP SVC-15236 VALLEY BLVD	\$169.02
	3337010	09/30/2018	DISP SVC-16200 TEMPLE AVE	\$84.51
	3337011	09/30/2018	DISP SVC-14310 PROCTOR AVE	\$84.51
	3337012	09/30/2018	DISP SVC-16212 TEMPLE AVE	\$84.51
<b>69840</b>	10/25/2018		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$100,000.00</b>
	Invoice	Date	Description	Amount
	P/R PE 10/5/18	10/10/2018	REIMBURSE FOR PAYROLL PE 10/5/18	\$100,000.00
<b>69841</b>	10/25/2018		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$10,960.11</b>
	Invoice	Date	Description	Amount
	3382800	10/01/2018	DISP SVC-CITY BUS STOPS	\$4,376.33
	3382519	10/01/2018	DISP SVC-841 7TH AVE	\$192.82
	3382295	10/01/2018	DISP SVC-CITY HALL	\$313.42
	3381749	09/30/2018	DISP SVC-1123 HATCHER	\$4,294.51
	3382518	10/01/2018	DISP SVC-205 N. HUDSON AVE	\$192.82
	3382296	10/01/2018	DISP SVC-TONNER CYN	\$1,145.38
	3382297	10/01/2018	STORAGE BOX RENTAL-CAMP COURAGE	\$300.00

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

	3382298	10/01/2018	DISP SVC-TRES HERMANOS		\$144.83
69842	10/25/2018		CNC ENGINEERING		\$169,213.75
	Invoice	Date	Description		Amount
	457507	10/11/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS		\$212.50
	457508	10/11/2018	METROLINK STN VIDEO SECURITY SYSTEM		\$3,460.00
	457509	10/11/2018	SITE PLAN FOR COUNTY SHERIFF TRAILER		\$4,587.50
	457515	10/11/2018	AUTO MALL CAR DEALERSHIP		\$166.25
	457516	10/11/2018	FULLERTON RD PCC		\$3,697.50
	457517	10/11/2018	ANNUAL PAVEMENT REHABILITATION		\$3,480.00
	457518	10/11/2018	GALE AVE REALIGNMENT		\$3,160.00
	457519	10/11/2018	RESURFACING OF DON JULIAN RD		\$7,002.50
	457520	10/11/2018	GENERAL ENGINEERING SVC-CITY HALL		\$990.00
	457521	10/11/2018	GENERAL ENGINEERING SVC-TRAFFIC ENG		\$9,988.75
	457522	10/11/2018	GENERAL ENGINEERING SVC-COUNTER SVC		\$8,593.75
	457523	10/11/2018	GENERAL ENGINEERING SVC-PERMITS		\$16,780.00
	457524	10/11/2018	WALNUT DR SOUTH WIDENING		\$3,982.50
	457525	10/11/2018	CURB AND PAVEMENT MARKINGS		\$470.00
	457526	10/11/2018	AJAX AVE STORM DRAIN IMPROVEMENTS		\$1,110.00
	457527	10/11/2018	205 HUDSON AVE BLDG IMPROVEMENTS		\$1,460.00
	457528	10/11/2018	GENERAL ENGINEERING SVC 9/24-10/7/18		\$47,220.00
	457529	10/11/2018	NPDES STORM WATER		\$2,960.00
	457530	10/11/2018	TONNER CYN PROPERTY		\$225.00
	457531	10/11/2018	PUENTE VALLEY OPERABLE UNIT		\$420.00
	457542	10/11/2018	ROWLAND ST RECONSTRUCTION		\$330.00
	457543	10/11/2018	BIXBY DR PCC PAVEMENT		\$462.50

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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
457544	10/11/2018	FOLLOW'S CAMP PROPERTY	\$200.00
457549	10/11/2018	NOGALES GRADE SEPARATION	\$392.50
457550	10/11/2018	FULLERTON RD GRADE SEPARATION	\$1,850.00
457551	10/11/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$352.50
457552	10/11/2018	FAIRWAY DR GRADE SEPARATION	\$5,241.25
457553	10/11/2018	TURNBULL CYN RD GRADE SEPARATION	\$12,220.00
457554	10/11/2018	ALAMEDA CORRIDOR EAST GRADE SERATION INFO	\$470.00
457556	10/11/2018	CITY ELECTRICAL FACILITIES	\$27,728.75

69843	10/25/2018		CNC ENGINEERING	\$90,478.75
Invoice	Date	Description	Amount	
457503	10/11/2018	EMERGENCY STANDBY POWER GENERATOR-CITY	\$3,315.00	
457504	10/11/2018	RESURFACING DESIGN-EXPO CENTER PARKING LOT	\$19,827.50	
457505	10/11/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$2,912.50	
457506	10/11/2018	EXPO BARN FACILITY LIGHTING UPGRADES	\$2,087.50	
457510	10/11/2018	INDUSTRY HILLS TRAIL GRADING RESTORATION	\$1,690.00	
457511	10/11/2018	INDUSTRY HILLS TRAILS LIGHTING IMPROVEMENTS	\$11,146.25	
457512	10/11/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$370.00	
457513	10/11/2018	CATCH BASIN RETROFITS PHASE 2	\$2,261.25	
457514	10/11/2018	SEWER DESIGN EXPO CENTER	\$4,432.50	
457532	10/11/2018	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$9,032.50	
457533	10/11/2018	TRES HERMANOS GENERAL ENGINEERING	\$2,055.00	
457534	10/11/2018	CITY HALL MAINT	\$2,103.75	
457535	10/11/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,097.50	
457536	10/11/2018	METROLINK PARKING LOT SOLAR SYSTEM	\$1,775.00	
457537	10/11/2018	TRAFFIC SIGNAL AT NELSON/SUNSET	\$740.00	
457538	10/11/2018	INDUSTRY HILLS FUEL TANKS DISPENSING	\$577.50	
457539	10/11/2018	ROUTINE OPERATION-LANDFILL GAS COLLECTION	\$330.00	
457540	10/11/2018	HIGHWAY BRIDGE PROGRAM	\$185.00	
457541	10/11/2018	FISCAL YEAR BUDGET	\$7,860.00	

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	457545	10/11/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$3,685.00
	457546	10/11/2018	NELSON/PUENTE INTERSECTION WIDENING	\$1,565.00
	457547	10/11/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$11,337.50
	457548	10/11/2018	EAST END DEV-GRAND AVE WIDENING	\$92.50
<b>69844</b>	10/25/2018		<b>COMFORT SYSTEMS USA</b>	<b>\$12,449.00</b>
	Invoice	Date	Description	Amount
	92003674	09/29/2018	NEW COMPRESSOR-EL ENCANTO	\$12,449.00
<b>69845</b>	10/25/2018		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	81918029	09/30/2018	GEOGRAPHIC PKG-SEP 2018	\$192.50
<b>69846</b>	10/25/2018		<b>COSTA &amp; ASSOCIATES, INC.</b>	<b>\$3,447.50</b>
	Invoice	Date	Description	Amount
	3621	08/31/2018	DESIGN SVC-205 HUDSON AVE	\$3,447.50
<b>69847</b>	10/25/2018		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$32,077.37</b>
	Invoice	Date	Description	Amount
	PW-18091000935	09/10/2018	PAVEMENT PATCHING	\$326.56
	PW-18091000933	09/10/2018	EMERGENCY ROAD SVC	\$475.40
	PW-18091001228	09/10/2018	TRAFFIC SIGNAL MAINT	\$6,229.86
	PW-18091001227	09/10/2018	TRAFFIC SIGNAL MAINT	\$23,689.05
	PW-18091000932	09/10/2018	LITTER/DEBRIS REMOVAL	\$86.51
	PW-18091000930	09/10/2018	PERMIT INSPECTION-CATCH BASIN RETROFITS	\$1,269.99
<b>69848</b>	10/25/2018		<b>COVINA-VALLEY UNIFIED SCHOOL</b>	<b>\$150.00</b>
	Invoice	Date	Description	Amount



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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	1819JTTME	10/10/2018	BUS FUNDING STIPEND-HOMESTEAD	\$150.00
<b>69849</b>	10/25/2018		<b>DEPT OF TRANSPORTATION</b>	<b>\$409,472.63</b>
	Invoice	Date	Description	Amount
	19002220	09/28/2018	COOP 4959, SB GRAND TO WB SR60 ON-RAMP	\$409,472.63
<b>69850</b>	10/25/2018		<b>DEPT OF TRANSPORTATION</b>	<b>\$70,566.85</b>
	Invoice	Date	Description	Amount
	19002224	09/28/2018	COOP 5033, GRAND AVE OFF-RAMP 57/60	\$70,566.85
<b>69851</b>	10/25/2018		<b>DIRECTV - FOR BUSINESS</b>	<b>\$1,481.85</b>
	Invoice	Date	Description	Amount
	35169830112	10/01/2018	BUSINESS CHOICE ANNUAL	\$1,481.85
<b>69852</b>	10/25/2018		<b>FRAZER, LLP</b>	<b>\$76,238.00</b>
	Invoice	Date	Description	Amount
	157380	09/30/2018	SA-PROF SVC FOR SEP 2018	\$2,800.00
	157388	09/30/2018	COI-PRO SVC FOR SEP 2018	\$73,438.00
<b>69853</b>	10/25/2018		<b>FS CONTRACTORS, INC.</b>	<b>\$2,637.50</b>
	Invoice	Date	Description	Amount
	#2CIPST18022B-RE	10/01/2018	RETENTION-AUTO MALL ALLEY SAFETY	\$2,637.50
<b>69854</b>	10/25/2018		<b>FUEL PROS, INC.</b>	<b>\$734.39</b>
	Invoice	Date	Description	Amount
	38006	09/30/2018	IH FUEL STATION MAINT	\$150.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	38007	09/30/2018	IH FUEL STATION MAINT	\$584.39
<b>69855</b>	10/25/2018		<b>GMS ELEVATOR SERVICES, INC</b>	<b>\$138.00</b>
	Invoice	Date	Description	Amount
	93985	10/01/2018	ELEVATOR MAINT-CITY HALL	\$138.00
<b>69856</b>	10/25/2018		<b>HADDICK'S AUTO BODY</b>	<b>\$9,460.53</b>
	Invoice	Date	Description	Amount
	048005	10/05/2018	AUTO MAINT-LIC 1356177	\$236.51
	048004	10/05/2018	AUTO MAINT-LIC 1347776	\$3,011.25
	048002	10/04/2018	AUTO MAINT-LIC 7C21316	\$368.75
	047998	10/04/2018	AUTO MAINT-LIC 1347776	\$405.87
	047994	10/04/2018	AUTO MAINT-LIC 8G22464	\$172.74
	047992	10/04/2018	AUTO MAINT-LIC 1370863	\$907.91
	047952	10/04/2018	AUTO MAINT-LIC 1370863	\$997.50
	047995	10/04/2018	AUTO MAINT-LIC 1534772 YAL	\$865.00
	047997	10/04/2018	AUTO MAINT-LIC 1534773 YAL	\$865.00
	048009	10/05/2018	LOCKSMITH-YAL OFFICE	\$1,630.00
<b>69857</b>	10/25/2018		<b>HELLING, TROY</b>	<b>\$150.36</b>
	Invoice	Date	Description	Amount
	09/25/18	09/25/2018	LUNCH MEETINGS REIMBURSEMENT	\$150.36
<b>69858</b>	10/25/2018		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$38,099.70</b>
	Invoice	Date	Description	Amount
	14-23138	10/12/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	14-23141	10/12/2018	EXTRA SECURITY SVC-HOMESTEAD	\$546.81
	14-23130	10/12/2018	SECURITY SVC 10/5-10/11/18	\$16,090.31
	14-23109	10/05/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-23112	10/05/2018	VEHICLE FUEL-TRES HERMANOS	\$814.02
	14-23101	10/05/2018	SECURITY SVC 9/28-10/3/18	\$16,274.32
<b>69859</b>	10/25/2018		<b>IRRI-CARE PLUMBING &amp; BACKFLOW</b>	<b>\$2,245.68</b>
	Invoice	Date	Description	Amount
	9275	10/03/2018	BACKFLOW REPAIR-EL ENCANTO	\$2,245.68
<b>69860</b>	10/25/2018		<b>JANUS PEST MANAGEMENT</b>	<b>\$580.00</b>
	Invoice	Date	Description	Amount
	203360	10/01/2018	PEST SVC-HOMESTEAD	\$580.00
<b>69861</b>	10/25/2018		<b>JAS PACIFIC</b>	<b>\$21,360.00</b>
	Invoice	Date	Description	Amount
	BI 13067	10/05/2018	DEVELOPMENT SVC SUPPORT-SEP 2018	\$21,360.00
<b>69862</b>	10/25/2018		<b>JMDiaz, Inc.</b>	<b>\$184,375.71</b>
	Invoice	Date	Description	Amount
	022(18-146)	09/30/2018	STAFF AUGMENTATION-SEP 2018	\$59,658.66
	021(18-120)	08/31/2018	STAFF AUGMENTATION-AUG 2018	\$124,717.05
<b>69863</b>	10/25/2018		<b>KEENAN AND ASSOCIATES</b>	<b>\$594.00</b>
	Invoice	Date	Description	Amount
	221270	10/12/2018	COI-PROPERTY COVERAGE	\$594.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69864	10/25/2018		KIMLEY-HORN & ASSOCIATES, INC.	\$3,041.57
	Invoice	Date	Description	Amount
	12048580	08/31/2018	TRAFFIC ENGINEERING	\$3,041.57
69865	10/25/2018		KLINE'S PLUMBING, INC.	\$2,795.00
	Invoice	Date	Description	Amount
	10871-01	10/03/2018	DEPOSIT-REPAIRS AT ARNOLD RESERVOIR	\$2,795.00
69866	10/25/2018		L A COUNTY DEPT OF PUBLIC	\$11,928.58
	Invoice	Date	Description	Amount
	SA190000089	09/13/2018	CATCH BASIN CLEANOUT FY 17/18	\$326.61
	SA190000075	09/13/2018	CATCH BASIN CLEANOUT FY 17/18	\$11,601.97
69867	10/25/2018		L A COUNTY DEPT OF PUBLIC	\$19,270.41
	Invoice	Date	Description	Amount
	IN190000136	09/20/2018	BLDG & SAFETY SVC-ONE STOP SHOP FOR JUL 2018	\$19,270.41
69868	10/25/2018		L A COUNTY DEPT OF PUBLIC	\$31,921.00
	Invoice	Date	Description	Amount
	SA190000104	09/24/2018	FINAL ACCTG FOR FY 17/18 & EST FOR FY 18/19-	\$31,921.00
69869	10/25/2018		L A COUNTY SHERIFF'S	\$856,743.31
	Invoice	Date	Description	Amount
	190888CY	10/09/2018	SHERIFF CONTRACT-SEP 2018	\$828,283.53
	190735CY	09/26/2018	SPECIAL EVENT-DIRECTED PATROL	\$28,459.78

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69870	10/25/2018		LA PUENTE CAR WASH & QUICK	\$1,680.00
	Invoice	Date	Description	Amount
	1006	10/10/2018	CAR WASH AND SERVICE-VARIOUS VEHICLES	\$1,680.00
69871	10/25/2018		LEIGHTON CONSULTING INC	\$10,792.76
	Invoice	Date	Description	Amount
	32732	09/24/2018	GEOTECHNICAL SVC-AJAX AVE STORM DRAIN	\$8,786.66
	32255	08/20/2018	GEOTECHNICAL SVC-AJAX AVE STORM DRAIN	\$2,006.10
69872	10/25/2018		LOCKS PLUS, INC.	\$55.85
	Invoice	Date	Description	Amount
	24290	09/28/2018	DUPLICATE KEYS	\$55.85
69873	10/25/2018		MCKINLEY & ASSOCIATES	\$1,600.00
	Invoice	Date	Description	Amount
	09/17/18	09/17/2018	ARBORIST SVC-HOMESTEAD	\$1,600.00
69874	10/25/2018		MERRITT'S ACE HARDWARE	\$311.00
	Invoice	Date	Description	Amount
	107973	10/02/2018	MISC SUPPLIES-HOMESTEAD	\$311.00
69875	10/25/2018		MGT OF AMERICA CONSULTING, LLC	\$10,115.00
	Invoice	Date	Description	Amount
	34316	09/30/2018	USER FEE STUDY	\$10,115.00
69876	10/25/2018		MUNI-ENVIRONMENTAL, LLC	\$24,145.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	18-034	10/05/2018	COMMERCIAL WASTE PROGRAM	\$24,145.00
<b>69877</b>	10/25/2018		<b>NELSON, WALTER</b>	<b>\$600.00</b>
	Invoice	Date	Description	Amount
	PPWNJE18	10/10/2018	MUSIC PROGRAM ON 11/11/18-HOMESTEAD	\$600.00
<b>69878</b>	10/25/2018		<b>NEOFUNDS BY NEOPOST</b>	<b>\$39.00</b>
	Invoice	Date	Description	Amount
	7790004827441227	10/01/2018	LATE FEES	\$39.00
<b>69879</b>	10/25/2018		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$2,984.00</b>
	Invoice	Date	Description	Amount
	17716	09/13/2018	OPERATIONS/MAINT-16212 TEMPLE AVE	\$2,984.00
<b>69880</b>	10/25/2018		<b>PCI</b>	<b>\$7,226.36</b>
	Invoice	Date	Description	Amount
	#7R-CITY-1436	10/01/2018	RETENTION-PAVEMENT AND CURB MARKINGS	\$7,226.36
<b>69881</b>	10/25/2018		<b>PITNEY BOWES, INC.</b>	<b>\$112.03</b>
	Invoice	Date	Description	Amount
	3102503166	09/30/2018	POSTAGE MACHINE-FIRST FLOOR	\$112.03
<b>69882</b>	10/25/2018		<b>POMONA UNIFIED SCHOOL DISTRICT</b>	<b>\$100.00</b>
	Invoice	Date	Description	Amount
	1819JTDPPE	10/03/2018	BUS FUNDING STIPEND-HOMESTEAD	\$100.00



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69883	10/25/2018		PSOMAS	\$4,685.00
	Invoice	Date	Description	Amount
	144422	09/11/2018	ON-CALL SURVEY & RIGHT-OF-WAY ENG SVC-AUG	\$4,685.00
69884	10/25/2018		PT EVENTS, INC.	\$3,584.75
	Invoice	Date	Description	Amount
	6556	10/04/2018	RENTALS FOR TWENTIES FESTIVAL-HOMETEAD	\$3,584.75
69885	10/25/2018		QUALITY LIGHT AND ELECTRICAL	\$2,988.95
	Invoice	Date	Description	Amount
	#2CIPFAC18010N-R	10/01/2018	RETENTION-EL ENCANTO PARKING ELEC REPAIRS	\$2,988.95
69886	10/25/2018		QUINN COMPANY	\$2,343.64
	Invoice	Date	Description	Amount
	WO810199191	09/20/2018	REPAIR OF CATERPILLAR	\$2,343.64
69887	10/25/2018		R.F. DICKSON CO., INC.	\$18,297.82
	Invoice	Date	Description	Amount
	2509340	09/30/2018	STREET & PARKING LOT SWEEPING-SEP 2018	\$18,297.82
69888	10/25/2018		RICOH USA, INC.	\$158.71
	Invoice	Date	Description	Amount
	5054602790	09/24/2018	METER READING-FINANCE COPIER	\$76.83
	5054746859	10/03/2018	METER READING-DEV COPIER	\$81.88

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69889	10/25/2018		RICOH USA, INC.	\$2,650.76
	Invoice	Date	Description	Amount
	60964956	10/06/2018	COPIER LEASE-VARIOUS	\$2,650.76
69890	10/25/2018		ROLLINS CONSTRUCTION	\$2,750.00
	Invoice	Date	Description	Amount
	10/04/18	10/04/2018	REPLACE ROOF PANELS-HOMESTEAD (USED BY EL	\$2,750.00
69891	10/25/2018		ROWLAND AVENUE PTA	\$100.00
	Invoice	Date	Description	Amount
	1819JTTRAE	10/02/2018	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
69892	10/25/2018		SAN GABRIEL VALLEY	\$33,652.50
	Invoice	Date	Description	Amount
	CIFRT101018	10/10/2018	LANDSCAPE SVC-EXPO CENTER FRONT SIDE	\$17,332.50
	CI10102018	10/10/2018	LANDSCAPE SVC-EXPO CENTER BACK SIDE	\$16,320.00
69893	10/25/2018		SAN GABRIEL VALLEY NEWSPAPER	\$1,227.15
	Invoice	Date	Description	Amount
	0000404559	09/30/2018	MONTHLY ADVERTISING FOR SEP 2018-HOMESTEAD	\$1,227.15
69894	10/25/2018		SC FUELS	\$27,941.33
	Invoice	Date	Description	Amount
	3713007	09/25/2018	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$27,941.33
69895	10/25/2018		SCHLICHTING, DIANE	\$7,156.35
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	10/11-10/31/18	10/17/2018	PER SETTLEMENT AGRMT DATED 8/22/18: SALARY	\$7,156.35
<b>69896</b>	10/25/2018		<b>SOUTHERN CALIFORNIA PUBLIC</b>	<b>\$3,900.00</b>
	Invoice	Date	Description	Amount
	10167-00006-0000	09/30/2018	RADIO CAMPAIGN FOR TWENTIES FESTIVAL-	\$3,900.00
<b>69897</b>	10/25/2018		<b>SPARKLETTS</b>	<b>\$191.07</b>
	Invoice	Date	Description	Amount
	16916898 092818	09/28/2018	WATER DELIVERY	\$119.99
	17165913 092818	09/28/2018	WATER DELIVERY	\$71.08
<b>69898</b>	10/25/2018		<b>SST CONSTRUCTION, LLC</b>	<b>\$1,324.81</b>
	Invoice	Date	Description	Amount
	44877	08/21/2018	PREVENTIVE MAINT-METRO SOLAR	\$884.81
	44878	08/21/2018	PREVENTIVE MAINT-METRO SOLAR	\$440.00
<b>69899</b>	10/25/2018		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$437.50</b>
	Invoice	Date	Description	Amount
	8051515948	09/22/2018	OFFICE SUPPLIES	\$437.50
<b>69900</b>	10/25/2018		<b>STATE COMPENSATION INS. FUND</b>	<b>\$3,544.33</b>
	Invoice	Date	Description	Amount
	OCTOBER 2018	10/01/2018	WORKMANS COMP PREMIUM FOR OCT 2018	\$3,544.33
<b>69901</b>	10/25/2018		<b>STATE OF CALIFORNIA DEPT OF</b>	<b>\$98.00</b>
	Invoice	Date	Description	Amount
	333508	10/03/2018	FINGERPRINT SVC-SEP 2018	\$98.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69902	10/25/2018		SUPERIOR COURT OF CALIFORNIA,	\$7,512.50
	Invoice	Date	Description	Amount
	SEPTEMBER 2018	10/15/2018	PARKING CITATIONS REPORT-SEP 2018	\$7,512.50
69903	10/25/2018		TATTLETALE	\$480.00
	Invoice	Date	Description	Amount
	R 60630	10/02/2018	MONITORING SVC-600 S BREA CYN RD	\$480.00
69904	10/25/2018		THE PUN GROUP	\$26,000.00
	Invoice	Date	Description	Amount
	111797	10/05/2018	PFA-AUDIT FY 17/18	\$2,000.00
	111796	10/05/2018	COI-AUDIT FY 17/18	\$20,000.00
	111799	10/05/2018	SA-AUDIT FY 17/18	\$4,000.00
69905	10/25/2018		THE TECHNOLOGY DEPOT	\$14,059.55
	Invoice	Date	Description	Amount
	9204	10/12/2018	NETWORK MAINT-TICKET#9115	\$550.80
	9205	10/12/2018	NETWORK MAINT-TICKET#9205	\$4,702.50
	9203	10/12/2018	NETWORK MAINT-TICKET#9607	\$660.00
	9202	10/12/2018	NETWORK MAINT-TICKET#9569	\$82.50
	9201-R1	10/12/2018	NETWORK MAINT-TICKET#9475	\$82.50
	9200	10/12/2018	NETWORK MAINT-TICKET#9274	\$165.00
	9196	10/12/2018	NETWORK MAINT-TICKET#9211	\$82.50
	9194	10/12/2018	NETWORK MAINT-TICKET#9621	\$291.25
	9193	10/12/2018	NETWORK MAINT-TICKET#9683	\$662.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
9192	10/12/2018		NETWORK MAINT-TICKET#9614	\$951.25
9191	10/12/2018		NETWORK MAINT-TICKET#9497	\$497.50
9190	10/12/2018		NETWORK MAINT-TICKET#9488	\$538.75
9130	09/28/2018		NETWORK MAINT-TICKET#9188	\$412.50
9133	09/28/2018		NETWORK MAINT-TICKET#9182	\$165.00
9127	09/28/2018		NETWORK MAINT-TICKET#9179	\$907.50
9106	09/28/2018		NETWORK MAINT-TICKET#9371	\$456.25
9105	09/28/2018		NETWORK MAINT-TICKET#9301	\$497.50
9104	09/28/2018		NETWORK MAINT-TICKET#9367	\$415.00
9096	09/28/2018		NETWORK MAINT-TICKET#9302	\$41.25
9103	09/28/2018		NETWORK MAINT-TICKET#9347	\$41.25
9102	09/28/2018		NETWORK MAINT-TICKET#9358	\$41.25
9101	09/28/2018		NETWORK MAINT-TICKET#9328	\$82.50
9099	09/28/2018		NETWORK MAINT-TICKET#9377	\$82.50
9098	09/28/2018		NETWORK MAINT-TICKET#9324	\$82.50
9095	09/28/2018		NETWORK MAINT-TICKET#9243	\$41.25
9094	09/28/2018		NETWORK MAINT-TICKET#9173	\$866.25
9093	09/28/2018		NETWORK MAINT-TICKET#8964	\$82.50
9129	10/01/2018		NETWORK MAINT-TICKET#8785	\$577.50
<b>69906</b>	<b>10/25/2018</b>		<b>TPX COMMUNICATIONS</b>	<b>\$6,440.16</b>
Invoice	Date	Description	Amount	
108386430-0	09/30/2018	INTERNET SVC-CITY/METRO/SUBSTATION	\$6,440.16	
<b>69907</b>	<b>10/25/2018</b>		<b>TRANSPORTATION &amp; ENERGY</b>	<b>\$7,945.02</b>
Invoice	Date	Description	Amount	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	CPO-003-09-17-18	09/17/2018	LED STREET LIGHT CONVERSION	\$6,472.52
	COI-001-09-17-18	09/17/2018	TRAFFIC ENGINEERING SVC	\$1,472.50
<b>69908</b>	10/25/2018		<b>TRIMARK ASSOCIATES, INC.</b>	<b>\$1,726.67</b>
	Invoice	Date	Description	Amount
	100000422	10/01/2018	MAINT SVC-METRO SOLAR	\$1,726.67
<b>69909</b>	10/25/2018		<b>U.S. BANK</b>	<b>\$1,750.00</b>
	Invoice	Date	Description	Amount
	5126596	09/25/2018	COI-ADMIN FEES FOR 2010 GO REF BONDS	\$1,750.00
<b>69910</b>	10/25/2018		<b>U.S. HEALTHWORKS MEDICAL</b>	<b>\$130.00</b>
	Invoice	Date	Description	Amount
	3401457-CA	09/21/2018	MEDICAL REPORTS	\$130.00
<b>69911</b>	10/25/2018		<b>UNDERGROUND SERVICE ALERT OF</b>	<b>\$54.55</b>
	Invoice	Date	Description	Amount
	920180157	10/01/2018	DIG ALERTS	\$54.55
<b>69912</b>	10/25/2018		<b>UNION PACIFIC RAILROAD COMPANY</b>	<b>\$743.21</b>
	Invoice	Date	Description	Amount
	90082321	09/12/2018	PLAN REVIEW-AZUSA AVE BRIDGE	\$743.21
<b>69913</b>	10/25/2018		<b>UNITED STORM WATER INC</b>	<b>\$3,150.00</b>
	Invoice	Date	Description	Amount
	SW33585-1	01/31/2018	VACCUM CLEAN UTILITY DEVICES	\$3,150.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
69914	10/25/2018		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	61104	09/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
69915	10/25/2018		VISION TECHNOLOGY SOLUTIONS,	\$7,514.00
	Invoice	Date	Description	Amount
	37496	10/08/2018	IT PROF SVC	\$7,514.00
69916	10/25/2018		WALNUT VALLEY WATER DISTRICT	\$32,689.44
	Invoice	Date	Description	Amount
	8719-007-906 18	10/05/2018	PROP TAX FY 18/19-VARIOUS SA SITES	\$32,689.44
69917	10/25/2018		WALNUT VALLEY WATER DISTRICT	\$3,931.88
	Invoice	Date	Description	Amount
	8269-036-270 18	10/05/2018	PROP TAX FY 18/19-VARIOUS CITY SITES	\$3,931.88
69918	10/25/2018		WEATHERITE SERVICE	\$979.00
	Invoice	Date	Description	Amount
	L179170	10/01/2018	A/C MAINT-IMC	\$164.00
	L179060	09/27/2018	A/C MAINT-15660 STAFFORD & 15559 RAUSCH RD	\$400.00
	L179203	10/02/2018	A/C REPAIR-CITY HALL	\$415.00
69919	10/25/2018		YINGFEI CHEN	\$350.00
	Invoice	Date	Description	Amount
	PPYC1	10/10/2018	TRANSLATION OF VIDEO-HOMESTEAD	\$350.00

CITY OF INDUSTRY  
WELLS FARGO BANK  
October 25, 2018

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

Checks	Status	Count	Transaction Amount
	Total	113	\$2,755,161.19



*CITY COUNCIL*

ITEM NO. 5.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
APRIL 12, 2018  
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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  
Catherine Marcucci, Council Member

ABSENT: Newell W. Ruggles, Council Member

STAFF PRESENT: Susan Paragas, Director of Finance; Troy Helling, Acting Director of Development Services & Administration; Joshua Nelson, Contract City Engineer; Jamie M. Casso, Legal Counsel; and Diane M. Schlichting, City Clerk.

**PUBLIC COMMENTS**

Presentation of Proclamation recognizing "Donate for Happy Donor Awareness Month".

Presentation by Mr. Larry Hartmann, Chairman of the Industry Hills Charity Events Council, Mr. Ron McPeak, President of the Gabriel Foundation; and Mr. Tim Seal, Executive Director of Delhaven Community Center providing information for the 2018 Industry Hills Charity Events Council Rebranding and Marketing Ventures, the Gabriel Foundation Grant Process, and the Beneficiary Impacts.

**CONSENT CALENDAR**

**1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 12, 2018**

APPROVED AS SUBMITTED

**2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 10, 2016 REGULAR**

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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**MEETING, NOVEMBER 17, 2016 SPECIAL MEETING, NOVEMBER 18, 2016  
SPECIAL MEETING, DECEMBER 8, 2016 REGULAR MEETING, DECEMBER  
8, 2016 SPECIAL MEETING, DECEMBER 22, 2016 REGULAR MEETING**

APPROVED AS SUBMITTED

**3. CONSIDERATION OF A RETAINER AGREEMENT WITH EXTTI  
INCORPORATED FOR LEGAL SERVICES RELATED TO HUMAN  
RESOURCES AND PERSONNEL MATTERS**

APPROVED THE RETAINER AGREEMENT

**CONSIDERATION OF RESOLUTION NO. CC 2018-08 – A RESOLUTION OF THE  
CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A  
DONATION TO MEGAN’S WINGS, INC., IN THE AMOUNT OF TEN THOUSAND  
DOLLARS (\$10,000.00) FOR THE NINTH ANNUAL BIDS FOR KIDS GALA**

Kim Savage formed this Non-Profit Foundation to help finance medical cost for families with sick children suffering from cancer. Mayor Radecki suggested increasing the amount to \$15,000.00.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE RESOLUTION NO. CC 2018-08 and increase the dollar amount to \$15,000.00. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**DISCUSSION AND DIRECTION REGARDING A SPONSORSHIP REQUEST FROM  
THE INDUSTRY HILLS CHARITY EVENTS COUNCIL IN THE AMOUNT OF  
\$105,000.00**

MOTION BY MAYOR RADECKI, AND SECOND BY PRO TEM MOSS TO BRING THIS ITEM BACK AS A RESOLUTION AT THE APRIL 26, 2018 MEETING. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, MARCUCCI, MOSS, RADECKI
NOES:	COUNCIL MEMBERS:	NONE

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CITY COUNCIL REGULAR MEETING MINUTES  
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ABSENT: COUNCIL MEMBERS: RUGGLES  
ABSTAIN: COUNCIL MEMBERS: NONE

**STAFF UPDATE, DISCUSSION, AND DIRECTION REGARDING THE HUMAN RESOURCES AND PAYROLL MODULE UPGRADES AND TRANSITION, AND THE CITY'S AGREEMENT WITH TYLER TECHNOLOGIES**

Director of Finance Paragas presented a staff report and answered questions by the City Council. The go-live date for the Human Resources module is August 27, 2018 and a discussion pursued about holding off on the Payroll module. Decision was made to bring this item back at a later date leaving more time to review and decide.

**CONSIDERATION OF THE CITY'S ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2017**

Director of Finance Paragas presented a staff report.

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

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

**CONSIDERATION OF AMENDMENTS TO THE AGREEMENTS FOR PLANNING AND ENGINEERING STAFF AUGMENTATION SERVICES WITH ANNEALTA GROUP, AND CORDOBA CORPORATION**

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE AMENDMENTS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**CONSIDERATION OF AN AGREEMENT FOR THE INSTALLATION OF A GROUND WATER DISCHARGE LINE BETWEEN SAN GABRIEL VALLEY COUNCIL OF**

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CITY COUNCIL REGULAR MEETING MINUTES  
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**GOVERNMENTS, ROWLAND WATER DISTRICT, AND CITY OF INDUSTRY**

Contract City Engineer Nelson presented a staff report and answered questions by the City Council.

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

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

**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 SAO TEAM**

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

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

**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**

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

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

**CITY COUNCIL COMMITTEE REPORTS**

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CITY COUNCIL REGULAR MEETING MINUTES  
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There were none.

**AB1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

There were none.

**CLOSED SESSION**

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

- 12.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section  
54956.9(d)(4): (1 Potential Case)
- 12.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section  
54956.9(d)(2): One Case
- 12.3 CONFERENCE WITH LEGAL COUNSEL – Public Employment  
Pursuant to Government Code Section 54957  
Title: City Manager
- 12.4 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar 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. 34-2017-80002718-CU-WM-GDS
- 12.5 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

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CITY COUNCIL REGULAR MEETING MINUTES  
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Industry Urban-Development Agency; et al.  
Superior Court of California, County of Sacramento  
Case No. 34-2017-80002719-CU-WM-GDS

- 12.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Diamond Bar v. City of Industry, 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
- 12.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: City of Chino Hills v. City of Industry, 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
- 12.8 Conference with real property negotiators pursuant to Government Code Section 54956.8:
- a. Property: 15431 Nelson Avenue, City of Industry, CA,  
Also known as Assessor Parcel Numbers  
8208-024-906, 8208-024-907
  - Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
  - Negotiating Parties: Successor Agency to the Industry Urban-  
Development Agency
  - Under Negotiation: Price and terms of payment

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- b. Property: Southeast corner of Workman Mill Road and Crossroads Parkway North, City of Industry, CA, also known as Assessor's Parcel Number 8120-027-270
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- c. Property: 12940 Crossroads Parkway South and 12980 Crossroads Parkway South, City of Industry, CA, also known as Assessor Parcel Numbers 8125-021-940, 8125-021-941
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- d. Property: 15400 Stafford Street, City of Industry, CA also known as Assessor Parcel Number 8208-025-940
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- e. Property: 15500 Rausch Road and 100 South Hacienda Boulevard, City of Industry, CA, also known as Assessor Parcel Numbers 8208-025-922, 8208-025-902 and 8208-025-948
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment



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- f. Property: 911 Bixby Drive, City of Industry, CA, also known as Assessor Parcel Number 8242-013-901
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- g. Property: 17647 Gale Avenue, City of Industry, CA also known as Assessor Parcel Numbers 8264-013-914, 8264-012-923, and 8264-013-913
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- h. Property: 841 7<sup>th</sup> Avenue, City of Industry, CA, also known as Assessor's Parcel Number 8217-001-901
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- i. Property: 120 North Hudson Avenue, City of Industry, CA, also known as Assessor Parcel Number 8208-025-939
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment

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- j. Property: Southwest and northwest corners of North Hacienda Boulevard and Stafford Street, City of Industry, CA, also known as Assessor Parcel Number 8208-025-938, 8208-025-941
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- k. Property: 15555 Stafford Street, City of Industry, CA, also known as Assessor Parcel Number 8208-025-937
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- l. Property: 15660 Stafford Street, City of Industry, CA, also known as Assessor Parcel Number 8208-025-942
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- m. Property: 555 El Encanto Road, City of Industry, CA, also known as Assessor Parcel Numbers 8208-027-902, 8208-027-901
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment

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- n. Property: 425 Parriott Place, City of Industry, CA, also known as Assessor Parcel Number 8208-027-918
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- Under Negotiation: Price and terms of payment
- o. Property: East of Russell, south of UPRR, City of Industry, CA, also known as Assessor Parcel Number 8245-001-912
- Agency Negotiators: James M. Casso, City Attorney  
Joshua Nelson, Contract City Engineer
- Negotiating Parties: Successor Agency to the Industry Urban-Development Agency
- 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 9:50 a.m.

Mayor Mark Radecki and Assistant Attorney Sparks recused themselves from Item 12.2 and left the room from 10:19 a.m. to 11:00 a.m.

Council Member Ruggles joined Closed Session at 11:00 a.m.

**RECONVENE CITY COUNCIL MEETING**

Mayor Radecki reconvened the meeting at 1:07 p.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 12.1, 12.2, 12.4, 12.5, 12.6, and 12.7, the City Council provided direction to the City Attorney, and took no reportable action.

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With regard to Closed Session item 12.3, action was taken and a vote of 4-0 to approve Troy Helling as Acting City Manager.

With regard to Closed Session item 12.8, (a –o) decision given to the City Attorney and City Engineer. No further action was taken.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 1:12 p.m.

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MARK D. RADECKI  
MAYOR

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DIANE M. SCHLICHTING  
CITY CLERK

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

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Pro Tem Cory C. Moss 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 Pro Tem Cory C. Moss.

**ROLL CALL**

PRESENT: Cory C. Moss, Mayor Pro Tem  
Catherine Marcucci, Council Member  
Newell W. Ruggles, Council Member

ABSENT: Mark D. Radecki, Mayor  
Abraham N. Cruz, Council Member

STAFF PRESENT: Joshua Nelson, Contract City Engineer; Jamie M. Casso, Legal Counsel; and Diane M. Schlichting, City Clerk.

**PUBLIC COMMENTS**

There no public comments.

**ACTION ITEMS**

**CONSIDERATION OF RESOLUTION NO. CC 2018-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING AND DIRECTING THE ISSUANCE OF A LEGISLATIVE SUBPOENA FOR THE PRODUCTION OF BOOKS OR OTHER DOCUMENTS CONCERNING THE MASTER GROUND LEASE BETWEEN THE CITY OF INDUSTRY AND SAN GABRIEL VALLEY WATER AND POWER, LLC**

A Staff Report was presented by Legal Counsel Casso and questions were answered to the Council.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER

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RUGGLES TO APPROVE RESOLUTION NO. CC 2018-16. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

**CONSIDERATION OF RESOLUTION NO. CC 2018-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY BUSINESS COUNCIL & CHAMBER OF COMMERCE IN AN AMOUNT UP TO NINETEEN THOUSAND DOLARS (\$19,000.00) FOR THE SECOND ANNUAL TASTE OF THE TOWN EVENT**

A Staff Report was presented by Legal Counsel Casso.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE RESOLUTION NO. CC 2018-17. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

**ADJOURNMENT**

There being no further business, the City Council adjourned at 9:09 a.m.

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CORY C. MOSS  
MAYOR PRO TEM MOSS

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DIANE M. SCHLICHTING  
CITY CLERK

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
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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 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 Radecki

**ROLL CALL**

PRESENT: Mark Radecki, Mayor  
Cory Moss, Mayor Pro Tem  
Abraham Cruz, Council Member  
Catherine Marcucci, Council Member  
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, Acting City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, Legal Counsel; Josh Nelson, Contract City Engineer; and Julie Gutierrez-Robles, Deputy City Clerk.

**PUBLIC COMMENTS**

There were none.

**CONSENT CALENDAR**

Mayor Radecki recused himself from check number 69787 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 69787 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.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND

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CITY COUNCIL REGULAR MEETING MINUTES  
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COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 69787 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

**1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 11, 2018**

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

**2. CONSIDERATION OF THE MINUTES OF SEPTEMBER 13, 2018 SPECIAL MEETING**

APPROVED AS SUBMITTED.

**CITY COUNCIL COMMITTEE REPORTS**

There were none.

**AB1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

Troy Helling introduced Sam Pedroza, our new Public Affairs Manager.

Catherine Marcucci stated that both she and Cory Moss participated in the Megan's Wings 5k Run and that it was an outstanding event.

Cory Moss stated that the City of Industry and Diamond Bar did a ribbon cutting and opening for the new 57/60 Interchange On-Ramp.

Cory Moss stated that the City will be hosting the League of Cities monthly meeting on October 17<sup>th</sup>, at 6:00 p.m. at the Expo Center in the Avalon Room.



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CITY COUNCIL REGULAR MEETING MINUTES  
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**CLOSED SESSION**

Deputy City Clerk Gutierrez-Robles announced there was a need for Closed Session as follows:

9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two potential cases

9.2 CONFERENCE WITH LEGAL COUNSEL – Public Employment pursuant to Government Code Section 54957

Title: City Manager

9.3 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: 804 South Azusa Avenue, City of Industry, CA,  
also known as Assessor Parcel Number 8264-025-906

Agency Negotiators: Troy Helling, Acting City Manager,  
Bing H. Hyun, Assistant City Manager and  
James M. Casso, City Attorney

Negotiating Parties: Rockledge Equity, LLC

Under Negotiation: Price and terms of payment

There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 9:05 a.m.

**RECONVENE CITY COUNCIL MEETING**

Mayor Radecki reconvened the meeting at 9:54 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 9.1, 9.2 and 9.3, direction was given and no reportable action was taken.

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**ADJOURNMENT**

There being no further business, the City Council adjourned at 9:55 a.m.

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MARK D. RADECKI  
MAYOR

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JULIE GUTIERREZ-ROBLES  
DEPUTY CITY CLERK

*CITY COUNCIL*

ITEM NO. 6.1



# CITY OF INDUSTRY

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Troy Helling, Acting City Manager *TH*

Staff: Nathalie Vazquez, Consultant Assistant Planner II *NV*  
Dina Lomeli, Consultant Associate Planner *DL*

Date: October 25, 2018

Subject: Consideration of Development Plan 17-06, for the construction of a 14,545 square-foot addition to an existing industrial development located at 13031 Temple Avenue, and Mitigated Negative Declaration

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### **Proposal:**

Gilbert Lo, representing Wei Chuan U.S.A., Inc., is requesting approval of Development Plan No. 17-06 ("DP 17-06") along with an initial study/mitigated negative declaration ("IS/MND") to allow for the 14,545 square-foot expansion to an existing warehouse structure located at 13031 Temple Avenue ("Property"). The project also consists of new additional parking stalls, new drive aisles, and landscaping. Specifically, the applicant is requesting approval of a 4,799 square-foot freezer addition to the north elevation of the building and a 9,746 square-foot freezer addition to the building's south elevation for the storage of frozen food. The applicant is also requesting an administrative approval of a minor deviation which will allow 30% (27 parking spaces) of the 89 proposed parking stalls to consist of compact parking, thus exceeding the City's compact parking requirements which limits compact stalls to 20% of the total provided parking on the site. The applicant's request complies with the City's development guidelines contained within Title 17 of the City's Municipal Code ("Code").

### **Staff Recommendation**

Pursuant to Section 17.36.020 of the Code design review and approval by the city council is required if the total cost of improvements exceeds \$75,000, therefore; staff recommends that city council adopt:

1. Resolution No. CC 2018-46 approving the IS/MND with Mitigation Monitoring and Reporting Program.
2. Resolution No. CC 2018-47 approving DP 17-06 as conditioned.

### **Project Background:**

Wei Chuan U.S.A., Inc. is a food manufacturing and distribution company that specializes in high quality frozen food products, some examples include: dumplings, wontons, noodle bowls, and rice bowls. The distribution company was founded in 1972 and has several distribution centers across the country and many of their products are available in grocery stores nationwide.

City business license records show that Wei Chuan U.S.A., Inc. uses the existing warehouse for storage and distribution and the office is used for general administration purposes. Wei Chuan U.S.A., Inc. operates from Monday through Friday between 8:30AM to 5:00PM and has up to 50 employees.

**Location and Surroundings:**

As shown on the location map (Exhibit A), the project site is located west of Temple Avenue and east of North Covina Lane. The property is surrounded by industrial uses to the north, south and east, and all properties to the west are industrial properties in the jurisdiction of Los Angeles County.

Table 1: Project Location and Description

Item	Information	
Project Address	13031 Temple Avenue	
Assessor's Parcel Number	8564-011-013	
Nearest Major Intersection	Temple Avenue and Railroad Street	
General Plan Designation	Employment	
Zoning Designation	Industrial	
Surrounding Land Uses	North	Industrial
	South	Industrial
	East	Industrial
	West	Industrial uses in LA County
Existing Development	39,534 square-foot industrial building	
Proposed Development	14,545 square-foot freezer addition	

**Staff Analysis:**

Staff has reviewed that the proposed development project and determined that it is consistent with the Zoning ("M" – Industrial) and General Plan (Employment) designations of the property and complies with the development and design standards found in Section 17.36, Design Review, of the Code. Specifically, the project will be in compliance with all applicable development standards which include: landscaping, building height, lot coverage, setbacks and parking with the exception of a minor exception for compact parking which will allow for a 10% surplus of compact parking which is permitted under Section 17.40.040 of the Code.

Table 2: Title 17 Zoning Standards

Standards	Required by Code	Providing
Parcel Size	Minimum 50,000 square-feet	146,797 square-feet (3.37 acres)
Building Square Footage	Maximum 73,398.5	54,079 square-feet
Office Square Footage	Maximum 17,845.07	9,880 square-feet
Parcel Frontage	Minimum 50 feet	440 feet
Building Height	Maximum 150 feet	29 feet
Parking (9' x 19')	Minimum 72	62 (4 ADA) <sup>1</sup>
Compact Parking (8' x 16')	Maximum 17	27 <sup>1</sup>
Total Parking	Minimum 89	89
Bicycle Parking	Minimum 5	5
Landscaping	Minimum 17,616 square-feet	18,073 square-feet
Setback	Minimum 30 feet	50 feet

*Property*

As shown on the attached site plan (Exhibit B) the project sits on a fully developed parcel (APN: 8564-011-013) that is approximately 3.37 acres with a 440 foot frontage off of Temple Avenue.

<sup>1</sup> Per Section 17.40.040 of the Code, a deviation of up to ten percent of the requirements found in Section 17.36.060 may be granted administratively. The applicant is exceeding the minimum requirements for compact parking by 10% therefore falls under the minor exception threshold.

The existing structure is a total of 39,534 square-feet, this includes a 3,726 square-foot second floor mezzanine used for office, and ten loading docks located to the building's south elevation. Currently the Property contains 23 existing parking spaces, 2,211 square-feet of landscaping, and an abandoned railroad track.

The proposed expansion to the existing structure will consist of two separate freezer additions, a 4,799 square-foot freezer addition to the north elevation of the building, and a 9,746 square-foot freezer addition to the building's south elevation, resulting in a total of six loading docks. The expansion will be a total of 14,545 square-feet, with a total proposed building area of 54,079 square-feet. The applicant is also proposing a total of 89 parking spaces, the installation of 18,073 square-feet of new landscaping, and three trash enclosures for trash and recycling located on the northwest corner of the property. The applicant is working with Union Pacific Railroad regards to removing the existing railroad track on the site.

#### *Access*

The Property is served by street access adequate in width and improved as necessary to carry the quantity of traffic such a use would generate. The Property currently has two driveway entrances from Temple Avenue that will remain as part of this project. The northerly entrance is 33.2 feet in width and the southerly is 54.4 feet. Also, a traffic letter was prepared to measure the potential traffic impacts as a result of the proposed development and found that an estimated 43 vehicle trips will enter the site in the AM and PM peak hours. The letter found that the number of peak vehicle trips will have an insignificant impact to the adjacent intersections.

#### *Compatibility*

The proposed expansion to an existing warehouse is compatible with the surrounding properties and uses. The property is located in an urbanized area and is surrounded by various industrial uses to the north, south, east, and west of the property. Additionally, as shown in the elevations (Exhibit D) the architecture of the proposed expansion is consistent with the materials of the existing warehouse which is of a khaki color with a smooth stucco finish.

#### *Landscaping*

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement by proposing 18,073 (12.31%) square feet of landscaping. The landscaping will buffer around the east, south, and west of the property.

#### *Parking*

Per Section 17.12.50.K. of the Code, parking for a 54,079 square-foot structure requires 50 spaces plus one space per 750 square feet of floor area over 25,000 square-feet. Based on this formula, a total of 89 parking spaces are required. The applicant is meeting this requirement by providing a total of 89 parking spaces on this site.

Although the applicant is meeting the parking requirement, a minor deviation is required for parking stall size because the applicant is exceeding the amount of permitted compact parking spaces. As shown in the site plan, 27 of the 89 parking spaces, a ratio of 30%, will be compact parking. As written in Section 17.36.060.K.2 of the Code, compact parking may constitute up to 20% of required parking however this surplus is within the 10% threshold therefore it is permitted under a minor exception under 17.40.040 of the Code.

#### **Environmental Analysis:**

In accordance with the California Environmental Quality Act ("CEQA"), the proposed project was required to undergo an environmental review; as a result, the recommended actions have been reviewed through an IS/MND. The IS/MND and Mitigation Monitoring Reporting Program

("MMRP") (Exhibit F) prepared for the project, as required by CEQA, contains a project description, project location map, and proposed findings that the proposed project with mitigation will not have significant effect on the environment. The mitigation measures included in the MND are designed to reduce or eliminate the potentially significant environmental impacts which has been prepared in conformance with Section 21081.6 of the Public Resources Code.

As a result of the environmental analysis along with the incorporation of MMRP no areas of significant impact were found from the construction of the proposed development in general. Mitigation measures have been outlined to address potential impacts on geology and soils, hazards and hazardous materials, and tribal cultural resources. Each of the potential impacts is mitigated to less than significant with the mitigation measures identified on the IS/MND. The mitigation measures are set forth in the MMRP.

Table 3: CEQA and Public Notification:

CEQA	
Determination	MND as all areas of significant impact are less than significant with mitigation measures.
Mitigated Impacts	Cultural Resources Although highly unlikely, in the event that archeological resources, cultural resources, paleontological resources, and/or human remains are found on the Property the applicant will be required to implement the outlined mitigation measures.
	Geology and soils The Property is located on unstable and expansive soil. Specific mitigation measures in regards to the construction and grading of the Project will ensure all potential impacts will be less than significant.
	Hazards and hazardous materials Polychlorinated biphenyls, asbestos, Freon and lead based paint were found within the existing building's interior. The incorporated mitigation measure will ensure the safe removal of all hazardous materials.
Public Notification	
Public Notification	Notice of Intent (Exhibit E) was published in the San Gabriel Tribune on September 14, 2018, and posted at the Property, City Hall, Council Chambers and Fire Station 118 on September 17, 2018.
Public Comments	IS/MND was available for public and agency review from September 17, 2018 through October 9, 2018 at City of Industry City Hall and on the City's webpage.

**Fiscal Impact:**

Development Plan 17-06 will have a positive impact on property tax revenues, increase sales tax and contribute to the City's professional environment.

**Recommendation:**

Based on the analysis provided with this staff report, staff recommends that the City Council adopt Resolution No. CC 2018-46 approving the Initial Study and Mitigated Negative Declaration (Exhibit F), and Resolution No. CC 2018-47 approving the Development Plan, and Standard Requirements and Conditions of Approval contained in the Resolution (Exhibit G).

**Exhibits:**

- A. Location Map – DP 17-06
- B. Site Plan – DP 17-06
- C. Floor Plan – DP 17-06
- D. Elevations – DP 17-06
- E. Notice of Intent – DP 17-06
- F. Resolution No. CC 2018-46 – Adopting the IS/MND for DP 17-06 including the Notice of Intent to Adopt a MND for DP 17-06; IS/MND for Wei Chuan U.S.A. Inc., October 25, 2018; and Mitigation Monitoring and Reporting Program.
- G. Resolution No. CC 2018-47 – approving Development Plan No. 17-06 with findings of approval, Standard Requirements and Conditions of Approval.



**EXHIBIT A**

Location Map – DP 17-06

**[Attached]**



**EXHIBIT B**

Site Plan – DP 17-06

**[Attached]**



**EXHIBIT C**

Floor Plan – DP 17-06

**[Attached]**

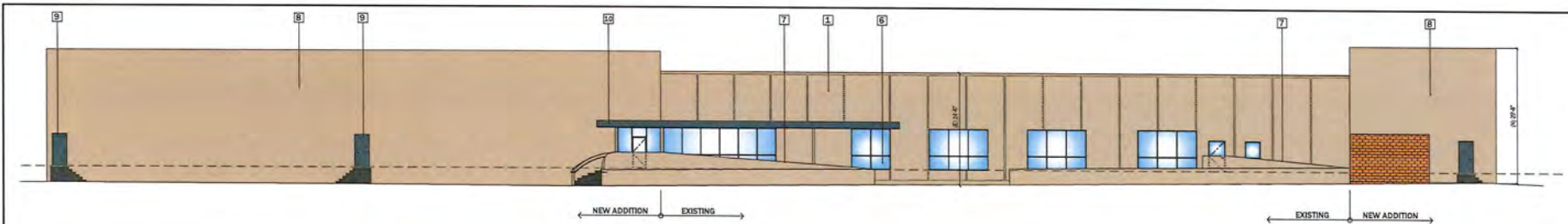


**Exhibit D**

Elevations - DP 17-06

**[Attached]**

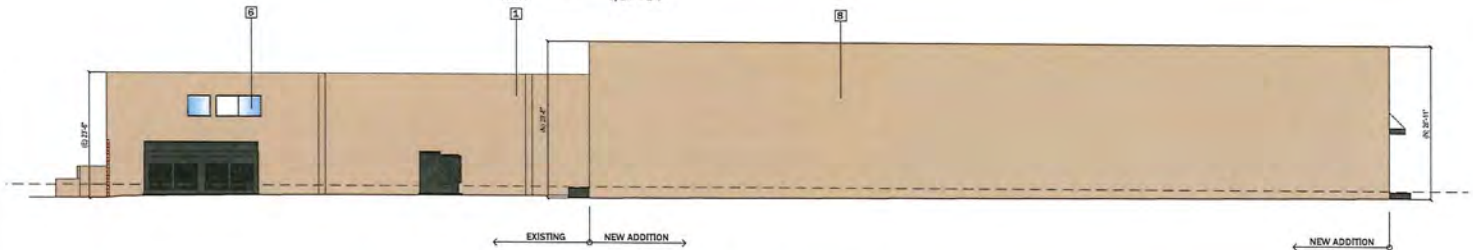




**EAST ELEVATION**

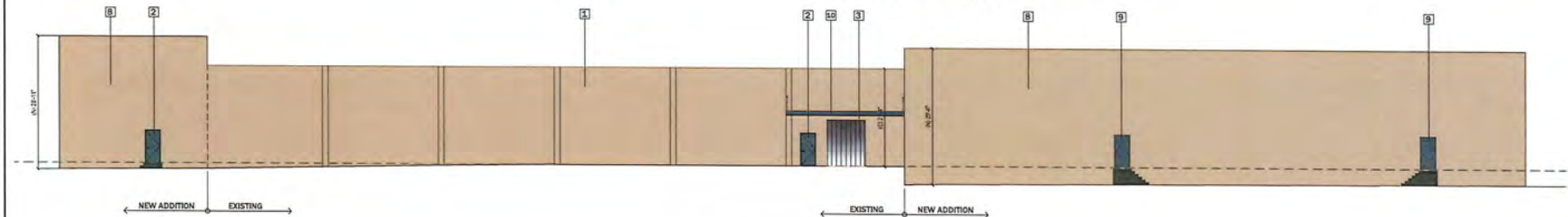
SCALE 3/16" = 1'-0"

- ELEVATION SPECIFICATIONS**
- 1 EXISTING EXTERIOR WALL W/ SMOOTH STUCCO FINISH (TYP) COLOR: FERRUGINEOUS SPANISH ROSE
  - 2 EXISTING EXIT DOOR COLOR: NEW BURNISHED BRASS
  - 3 EXISTING 8' X 10' ROLL-UP DOOR
  - 4 EXISTING 8' X 10' ROLL-UP DOOR AT LOADING DOCK
  - 5 EXISTING 8' X 10' ROLL-UP DOOR AT LOADING DOCK
  - 6 EXISTING GLAZING (TYP)
  - 7 EXISTING HANDICAPPED ACCESS 60" W
  - 8 NEW EXTERIOR WALL STUCCO FINISH & COLOR TO MATCH EXISTING (TYP)
  - 9 NEW EXIT DOOR, 60" W TO MATCH EXISTING (TYP)
  - 10 EXISTING SANDY COLOR: NEW BURNISHED BRASS



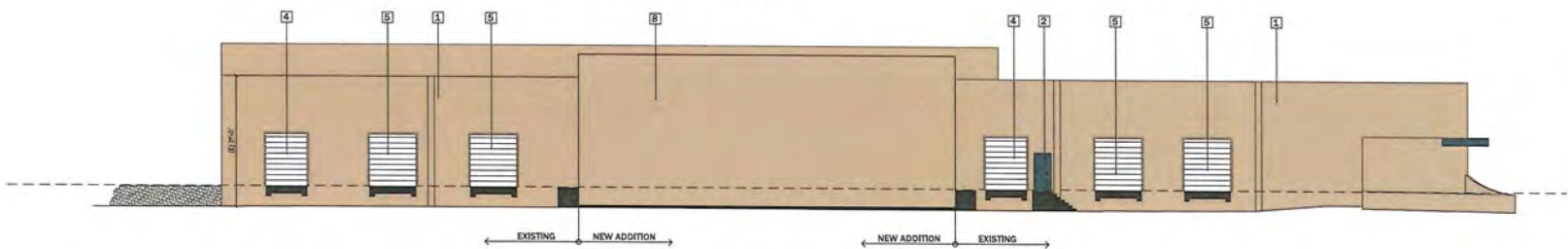
**NORTH ELEVATION**

SCALE 3/16" = 1'-0"



**WEST ELEVATION**

SCALE 3/16" = 1'-0"



**SOUTH ELEVATION**

SCALE 3/16" = 1'-0"

REVISIONS	BY

TENANT IMPROVEMENT  
 13031 E. TEMPLE AVENUE  
 CITY OF INDUSTRY, CA 91746

Date: MAY 2017  
 Scale: As Shown  
 Drawn:  
 Job:  
 Sheet:  
**A-4**  
 Of: Sheets



**Exhibit E**

Notice of Intent - DP 17-06

**[Attached]**



# CITY OF INDUSTRY

**NOTICE OF INTENT TO ADOPT A  
MITIGATED NEGATIVE DECLARATION  
DEVELOPMENT PLAN 17-6  
13031 TEMPLE AVENUE, CITY OF INDUSTRY**

**Purpose:** In accordance with the State of California Public Resources Code Section 21092, Sections 15063 and 15072 of Title 14 of the California Code of Regulations pertaining to the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an initial study of environmental impacts on the following project and is recommending the environmental determination described below.

**Project Description:** Development Plan Application 17-6 is proposed by Wei Chuan U.S.A. Inc. ("Applicant"), for the redevelopment of an industrial site. The site is currently developed with a large warehouse, approximately 39,543, and the applicant is proposing a 4,799 square-foot freezer addition to the north elevation of the building, and a 9,746 square-foot freezer addition to the building's south elevation. The expansion will be a total of 14,545 square-feet resulting in a total proposed building area of 54,079 square-feet.

**Location:** The proposed project is located at 13031 Temple Avenue, City of Industry, Los Angeles County (APN 8564-011-013).

**Environmental Determination:** The proposed project has the potential for significant effects in environmental topics that include geology and soils, hazards and hazardous materials, and tribal cultural resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration.

The project site is not included on any lists of hazardous waste sites enumerated pursuant to Section 65962.5 of the California Government Code (Cortese List).

The Initial Study/Environmental Checklist that has been prepared for the project recommends that the lead agency adopt a Mitigated Negative Declaration for the project pursuant to Section 21080 (c) of the Public Resources Code.

**Public Review and Comment Period:** Copies of the proposed Mitigated Negative Declaration and Initial Study are available in the Planning Department at the address listed below or via [www.cityofindustry.org](http://www.cityofindustry.org). **A 20-day public review period for the Mitigated Negative Declaration begins September 17, 2018, and ends October 9, 2018.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on October 9, 2018. If you would like to comment, please send written comments to:

Nathalie Vazquez, Consultant Assistant Planner II  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744  
nvazquez@cityofindustry.org  
(626) 333-2211

**Public Meeting:** The City Council is scheduled to consider the Mitigated Negative Declaration and proposed project at a regularly scheduled meeting to be held on October 25, 2018, at 9:00 AM. The meeting will be held in the City of Industry Council Chambers located at 15651 E. Stafford Street, City of Industry, CA 91744. To confirm the date and time of the meeting, please check the City's website: [www.cityofindustry.org](http://www.cityofindustry.org).

**Exhibit F**

Resolution No. CC 2018-46

**[Attached]**

## RESOLUTION NO. CC 2018-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 17-6 TO ALLOW THE CONSTRUCTION OF A 14,545 SQUARE-FOOT BUILDING ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT LOCATED AT 13031 TEMPLE AVENUE IN THE CITY OF INDUSTRY, WITHIN THE “M” INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF**

### RECITALS

**WHEREAS**, on September 12, 2017 Gilbert Lo representing Wei Chuan U.S.A., Inc., (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 17-06 described herein (“Application”); and

**WHEREAS**, the Application applies to a 3.37 acre property at 13031 Temple Avenue, City of Industry, California, Assessor’s Parcel Number 8564-011-013 (“Property”); and

**WHEREAS**, the Applicant is proposing to construct a 4,799 square-foot freezer addition to the existing structure’s north elevation and a 9,746 square-foot freezer addition to the building’s south elevation resulting in a 14,545 square-foot expansion to the existing 39,534 square-foot structure (“Project”) in the “M” Industrial 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 Land Use Element of the General Plan designates the Property as Employment. The proposed use is consistent with the General Plan as the proposed expansion to an existing industrial building is similar to other industrial and manufacturing buildings in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, in accordance with the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration (“IS/MND”) analyzing the proposed Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program (“MMRP”); and

**WHEREAS**, the IS/MND was circulated for public and agency review and comment on September 17, 2018, though, and including, October 9, 2018. Copies of the IS/MND were made available to the public at City of Industry City Hall and the City webpage on September 17, 2018. On September 14, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (Attachment 1), including the time and place of the City Council meeting to review the Application and IS/MND,

was published in the local newspaper of general circulation and posted at the Project site, City Hall, Council Chambers, Fire Station 118; and

**WHEREAS**, the IS concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The proposed Project has the potential for significant effects in cultural resources, geology and soils, and hazards and hazardous materials but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration; and

**WHEREAS**, on October 25, 2018, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

**WHEREAS**, the City Council has reviewed and carefully considered the information in the IS/MND, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the IS/MND, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project's environmental impacts; and

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

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

**SECTION 1:** That based on the entirety of the record before it, which includes without limitation, the CEQA, Public Resources Code §§ 21000, *et seq.* and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the IS/MND and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council's duly noticed public meeting of October 25, 2018; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

(a) The foregoing recitals are true and correct and made a part of this Resolution.

(b) No written comments or letters were received from the public for the IS/MND and MMRP for the proposed Project.

(c) The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 East Stafford, City of Industry, CA 91744

(d) The proposed Project is consistent with the City's General Plan because the land use, development standards, densities and intensities, buildings and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities, buildings and structures will operate to conflict with or impede

achievement of the any of the goals, policies, or land use designations established in the General Plan.

(e) In accordance with CEQA, the City Council has considered the IS/MND for the Project, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project.

i. Design features of the Project, as well as the mitigation measure proposed in the IS/MND and included in the MMRP, will operate to ensure the impacts of the proposed Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the IS/MND for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.

ii. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.

(f) That the City Council of the City of Industry hereby makes the findings contained in this Resolution, and hereby adopts the IS/MND for the Project, including the MMRP.

**SECTION 2:** 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 3:** 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 October 25, 2018 by the following vote:

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

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles  
Deputy City Clerk

**Attachment 1**

IS/MND and MMRP – Development Plan 17-6

**[Attached]**

## Final Initial Study and Mitigated Negative Declaration

---

Warehouse and Freezer Addition  
13031 Temple Ave.  
Industry, CA 91746

Prepared for:

City of Industry  
15625 East Stafford Street  
City of Industry, CA 91744



Prepared by:



CASC Engineering and Consulting, Inc.  
1470 E. Cooley Dr.  
Colton, CA 92324

October 10, 2018



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**APPENDICES**

Appendix A: At Risk Letter, “Acceptance of Construction Plans for Review Development Plan 17-6 Application for Wei-Chuan U.S.A., Inc.”, January 5, 2018. City of Industry.
Appendix B: Hazardous Materials Survey, January 4, 2018. Hillmann Consulting.
Appendix C: Phase I Environmental Site Assessment, January 4, 2018. Hillman Consulting
Appendix D: Report of Geotechnical Engineering Investigation, December 18, 2017. Quartech Consultants (QCI).
Appendix E: Traffic Impact Assessment Letter, Transportation & Energy Solutions, Inc., March 28, 2018
Appendix F: Preliminary Low Impact Development Plan, August 9, 2017. Quartech Consultants (QCI).





## CHAPTER ONE – INTRODUCTION

### 1.1 Purpose and Authority

This Initial Study/Mitigated Negative Declaration (“IS/MND”) has been prepared in accordance with the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*) (“CEQA”) to evaluate the potential environmental impacts associated with the implementation of the proposed Warehouse and Freezer Addition (“Project”) located at 13031 Temple Avenue in the City of Industry, California. This document is prepared in conformance with CEQA and the CEQA guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*). This IS/MND is intended to serve as an informational document for the public agency decision makers and the public regarding the Project.

### 1.2 Documents Incorporated by Reference

As permitted by Section 15150 of the CEQA Guidelines, this IS/MND references several technical studies and analyses. Information from the documents incorporated by reference is briefly summarized in the appropriate section(s). The relationship between the incorporated part of the referenced document and the IS/MND has also been described. The documents and other sources used in the preparation of this IS/MND include, but are not limited to:

- California Environmental Quality Act (CEQA)
- CEQA Guidelines, Appendix G
- California Department of Conservation’s Mineral Land Classification Survey and Map
- California Geological Survey
- City of Industry General Plan 2014, June 12, 2014

### 1.3 Documents Prepared for the Project

The stand-alone technical studies prepared for the Project are appended to the IS/MND as follows:

- At Risk Letter, “Acceptance of Construction Plans for Review Development Plan 17-6 Application for Wei-Chuan U.S.A., Inc.”, January 5, 2018. City of Industry. (Appendix A)
- Hazardous Materials Survey, January 4, 2018. Hillmann Consulting. (Appendix B)
- Phase I Environmental Site Assessment, January 4, 2018. Hillman Consulting. (Appendix C)
- Report of Geotechnical Engineering Investigation, December 18, 2017. Quartech Consultants (QCI). (Appendix D)
- Traffic Impact Assessment Letter, Transportation & Energy Solutions, Inc., March 28, 2018 (Appendix E)
- Preliminary Low Impact Development Plan, August 9, 2017. Quartech Consultants (QCI). (Appendix F)



## CHAPTER TWO – ENVIRONMENTAL CHECKLIST AND DISCUSSION

### 2.1 Project Summary

**1. Project Title:**

Temple Ave. Warehouse and Freezer Addition

**2. Lead Agency Name and Address:**

City of Industry  
15625 East Stafford Street  
City of Industry, CA 91744

**3. Contact Person and Phone Number:**

Nathalie Vazquez, Consultant Assistant Planner  
Troy Helling, Acting City Manager  
City of Industry, Planning Department  
15626 East Stafford Street  
City of Industry, CA 91744  
(626) 333-2211 ext. 114

**4. Project Location:**

13031 E. Temple Ave.  
City of Industry, CA 91746  
(See Figure 2-1, and Figure 2-2)

**5. Project Applicant's Name and Address:**

WEI-CHUAN U.S.A., INC.  
13031 Temple Ave.  
City of Industry, CA 91746

**6. General Plan Designation:**

Employment (See Figure 2-4)

**7. Zoning Designation:**

Industrial (I) (See Figure 2-5)

**8. Project Description:**

The property is located at 13031 Temple Avenue, to the northwest of East Temple Avenue, in the City of Industry (APN 8564-011-013) ("Property"). (See Figure 2-3.) The property is approximately 146,797 square feet and 3.37 acres, and is currently developed, consisting of a single-story warehouse with two-story offices within. It includes an existing 35,808 square foot warehouse structure and a 3,726 square foot mezzanine that is currently used as a second-floor office. The site is located on an irregular shaped lot that is accessible through Temple Avenue. The subject property is surrounded by developed industrial uses to the north, south and east across Temple Avenue, and all streets and properties west of the site are in the jurisdiction of Los Angeles County. There are no easements on the property per the Los Angeles County Property Assessor's Parcel Map for this APN. Presently, there are 23 existing parking spaces and 2,211 square feet of landscaping along Temple Avenue. Additionally, the property contains an existing railroad used for freight hauling that abuts City of Industry and Los Angeles County border.





Approximately 95% of the property is covered by pavement and buildings, with the remaining 5% consisting of bare dirt and the remnant railroad spur. The property is currently unoccupied with no obvious indication of past property usage to have involved the use, treatment, storage, disposal or generation of hazardous substances or petroleum products. According to the Phase I Environmental Site Assessment (ESA) prepared by Hillman Consulting, the property was historically developed for agricultural uses until at least 1952. The property was redeveloped with a large warehouse in 1967. After redevelopment, the Property was mainly occupied by various tire retreading and distribution businesses, a plastic distributor, and eventually Mike Campbell & Associates, Inc. Mike Campbell & Associates provided warehousing and distribution services of dry and refrigerated products at the property up until approximately 2015/2016. A 550-gallon clarifier was formerly located by the exterior eastern corner of the Property building. The clarifier was reportedly used for waste oil by Michelin Tire Manufacturing Plant and removed on November 1, 1991.

The applicant/owner of the property, Wei-Chuan U.S.A. Inc., proposes construction of two (2) separate holding freezer additions to the existing warehouse structure with a maximum building square footage of 39,534. The additional freezer space will be for the purposes of storing dry and frozen foods. The holding freezer addition to be constructed along the north elevation of the structure is a total of 4,799 square feet, approximately 150 feet in length by 32 feet wide. The height of the north holding freezer will be between 22 feet 8 inches and 24 feet 1 ¼ inches. Interior shelving running parallel to the existing warehouse with one 11-foot-wide center aisle is included in the proposed floor plan of the north holding freezer. The holding freezer addition proposed on the south elevation of the structure is 9,746 square feet, approximately 134 feet in length by 72 feet 9 inches wide. The proposed building height will be between 22 feet 8 inches and 23 feet 11 ½ inches. Rows of interior shelving running perpendicular to the existing warehouse with three 11-foot-wide aisles separating the rows are included in the proposed floor plan for the south holding freezer. The additions will result in 14,545 square feet, bringing the new warehouse to a maximum building square footage of 54,079 square feet.

One existing 8-foot by 10-foot roll-up door to the east of the north holding freezer addition will remain. There is a loading dock with four (4) 9-foot by 10-foot roll-up doors that access existing truck bays for loading and unloading of food product, located on the south side of the warehouse on either side of the proposed south holding freezer addition. There is also an existing 8-foot by 10-foot roll-up door accessing an existing truck bay on the south loading dock on the east side of the south holding freezer addition. All roll-up doors with access to the loading dock truck bays will remain. One 8-foot by 10-foot roll up door at an existing truck bay on the south elevation of the warehouse to the west of the proposed south holding freezer addition will be removed and enclosed with new exterior wall stucco, with finish and color to match the existing. Construction of the freezer additions is expected to last from October, 2018 to January, 2019

The applicant also proposes 66 additional parking spaces as a result of the increase in the building foot print. Finally, if permitted, the applicant is proposing to remove the existing railroad track on the northeast corner of the property and replace with landscaping. Landscaping will also be installed south of the property.

The Project Site Plan is shown in Figure 2-6.

## 9. Surrounding Land Uses and Setting:

The Project site is designated as Employment on the City's General Plan Land Use Map. Immediate surroundings are also designated as Employment. The subject property includes



and is surrounded by Industrial zoning designations according to the City of Industry Zoning map. Figure 2-4 and Figure 2-5 depict the General Plan and Zoning designations respectively for the Project site. The vicinity of the property consists primarily of industrial structures. Adjoining properties include businesses involved in industrial warehousing to the north, and southeast. Industrial warehousing, and truck wash services to the west, and Flint Group Print Media North America to the northeast. There was no indication of past property or adjoining property uses that substantially differ from conditions that were observed at the time of the site visit by Hillman in preparation of the Phase I ESA, which took place on December 27, 2017. Specifically, the zoning and General Plan designations for the areas surrounding the Project are described below.

North: The Project site is bounded to the north by Industrial Zoning, and designated Employment in the City of Industry General Plan.

South: The Project site is bounded on the south by Industrial Zoning, and designated Employment in the City of Industry General Plan.

East: The Project site is bounded to the east by Industrial Zoning, and designated Employment in the City of Industry General Plan.

West: The Project site is bounded to the west by Industrial Zoning, as well as the City of El Monte Sphere of Influence. The site is designated Employment in the City of Industry General Plan.

**10. Other Public Agencies whose approval is required (e.g. permits, financing approval, or participation agreement):**

Los Angeles County Fire Department Los Angeles County Building Department.

**11. Native American Tribes:**

Have California Native American tribes traditionally and culturally affiliated with the "Project" area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

The Lead Agency commenced the AB 52 process by sending out letters of notification to the Gabrieleño Band of Mission Indians – Kizh Nation on December 22, 2017. There has been no response after the first 30 days. Consultation, however, will continue through grading.





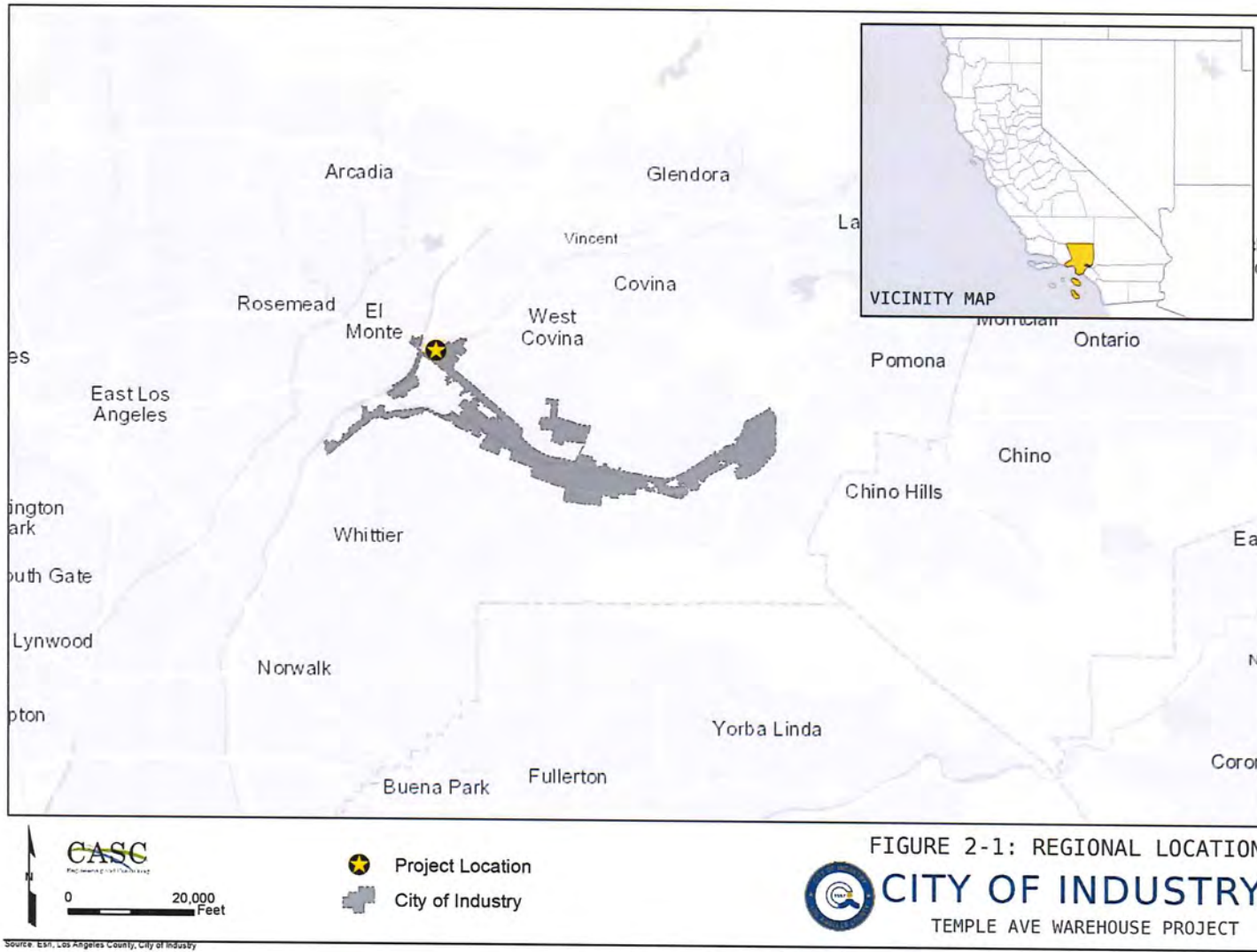




Figure 2-1. Regional Location





FIGURE 2-2: AERIAL PHOTOGRAPH OF PROJECT SITE



-  Project Site
-  City of Industry



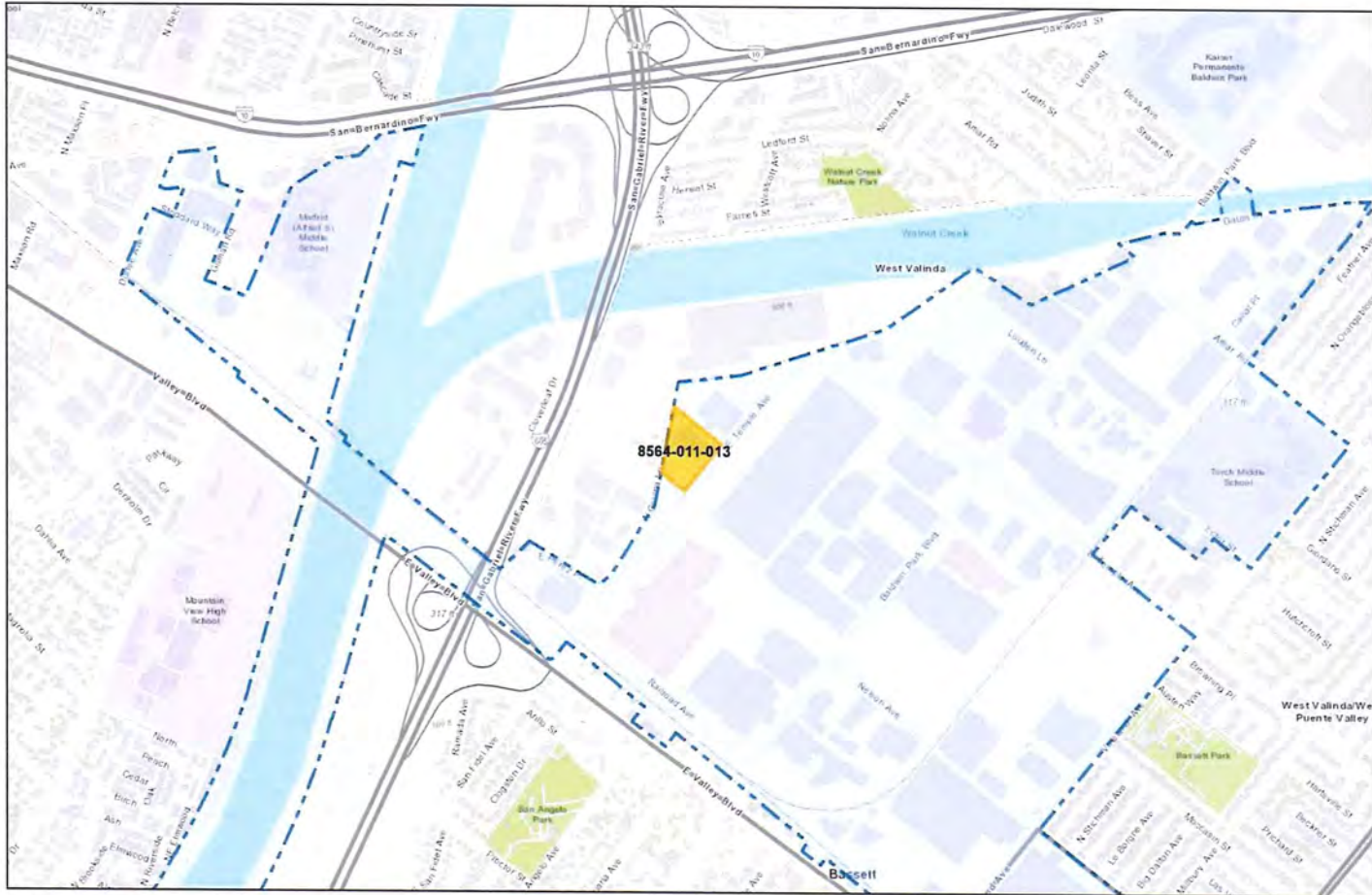
Source: Esri, Los Angeles County, City of Industry

Figure 2-2. Aerial Photograph of Project Site



City of Industry  
Warehouse and Freezer Addition  
Initial Study/Mitigated Negative Declaration  
September 2018







-  Project Parcels
-  City of Industry

FIGURE 2-3: ASSESSOR'S PARCEL NUMBER



Source: Esri, Los Angeles County, City of Industry

Figure 2-3. City of Industry Assessor Parcel Number



City of Industry  
Warehouse and Freezer Addition  
Initial Study/Mitigated Negative Declaration  
September 2018

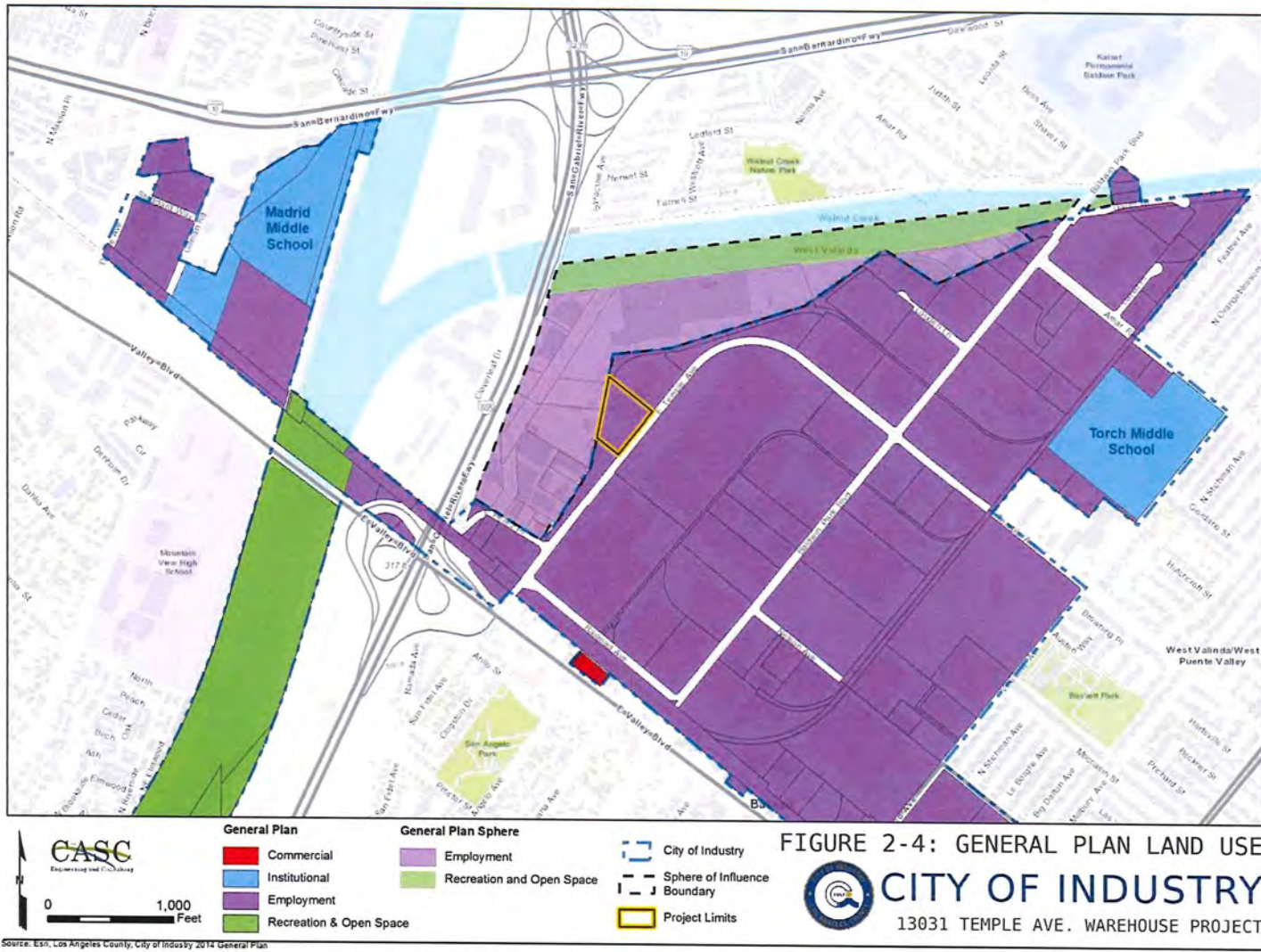


Figure 2-4. City of Industry Project Area General Plan Land Use



City of Industry  
Warehouse and Freezer Addition  
Initial Study/Mitigated Negative Declaration  
September 2018



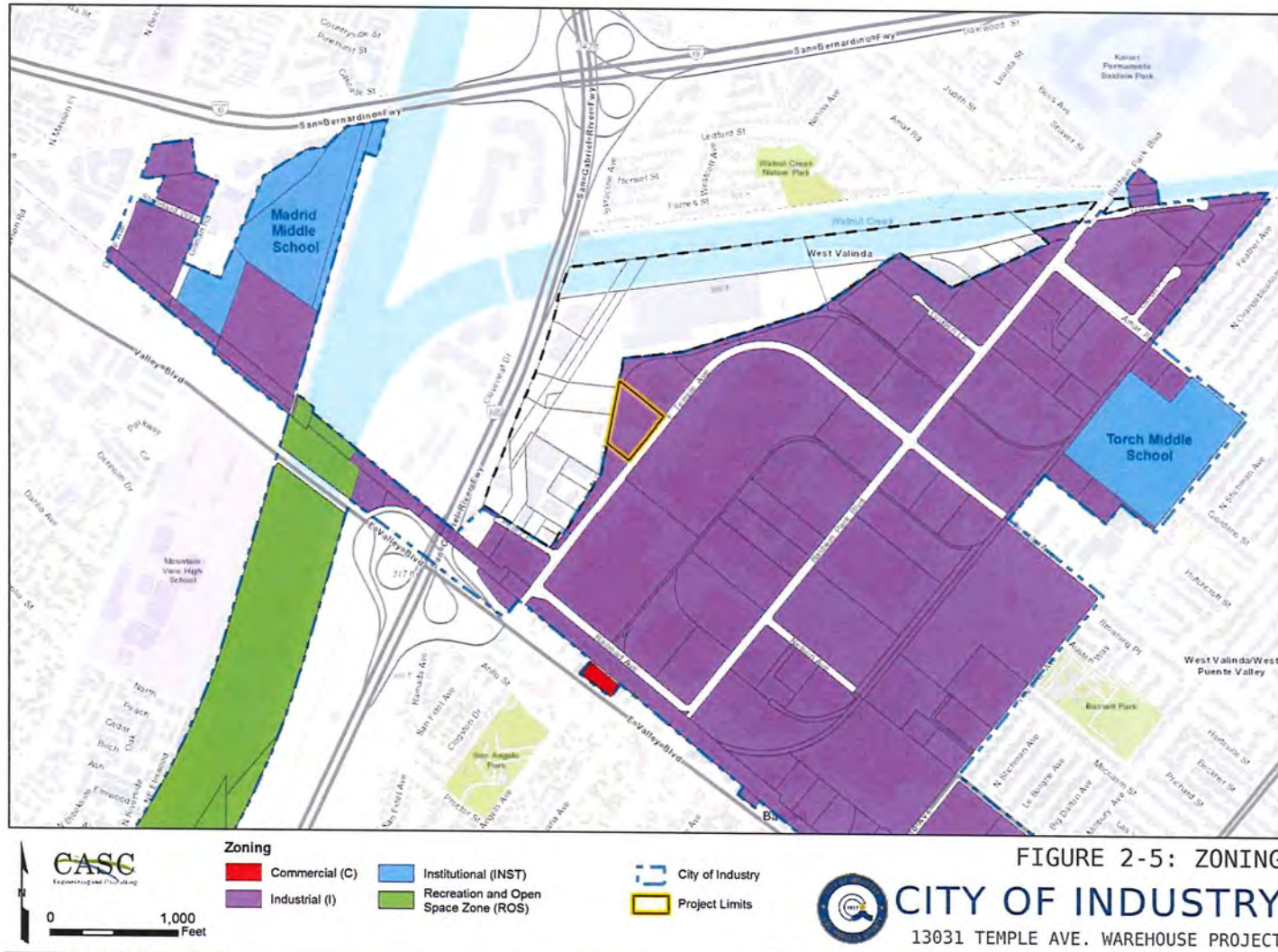


Figure 2-5. City of Industry Project Area Zoning Map



City of Industry  
Warehouse and Freezer Addition  
Initial Study/Mitigated Negative Declaration  
September 2018





## 2.2 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" or "Less Than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

<input type="checkbox"/>	<a href="#">Aesthetics</a>	<input type="checkbox"/>	<a href="#">Agriculture and Forestry Resources</a>	<input type="checkbox"/>	<a href="#">Air Quality</a>
<input type="checkbox"/>	<a href="#">Biological Resources</a>	<input checked="" type="checkbox"/>	<a href="#">Cultural Resources</a>	<input checked="" type="checkbox"/>	<a href="#">Geology/Soils</a>
<input type="checkbox"/>	<a href="#">Greenhouse Gas Emissions</a>	<input checked="" type="checkbox"/>	<a href="#">Hazards &amp; Hazardous Materials</a>	<input type="checkbox"/>	<a href="#">Hydrology/Water Quality</a>
<input type="checkbox"/>	<a href="#">Land Use/Planning</a>	<input type="checkbox"/>	<a href="#">Mineral Resources</a>	<input type="checkbox"/>	<a href="#">Noise</a>
<input type="checkbox"/>	<a href="#">Population/Housing</a>	<input type="checkbox"/>	<a href="#">Public Services</a>	<input type="checkbox"/>	<a href="#">Recreation</a>
<input type="checkbox"/>	<a href="#">Transportation/Traffic</a>	<input type="checkbox"/>	<a href="#">Tribal Cultural Resources</a>	<input type="checkbox"/>	<a href="#">Utilities/Service Systems</a>
<input type="checkbox"/>	<a href="#">Mandatory Findings of Significance</a>				

## 2.3 Determination

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION has been prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or



NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

---

Nathalie Vazquez  
Consultant Assistant Planner

---

Date

## 2.4 Evaluation of Environmental Impacts

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the Project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors, as well as general standards (e.g. the Project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) **Earlier Analysis Used.** Identify and state where they are available for review.
  - b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) **Mitigation Measures.** For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were





incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>I. Aesthetics – Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- Los Angeles County GP-NET



Findings of Fact: The City and Project site is located in Los Angeles County surrounded by urban and built-up environments. The site is already developed for industrial use with an existing warehouse; therefore, the proposed development is within the character and similar style of the surrounding Project environment.

The Project site lies adjacent to Interstates 605 and 10, neither of which are designated as scenic highways per the Los Angeles County General Plan. There are no scenic highways or scenic vistas within the City of Industry or within the Project vicinity. The nearest historic building, the Homestead Museum, lies over 4 miles southeast of the Project site and will not be impacted by Project development.

The proposed freezer addition will integrate new sources of lighting, that are consistent with the existing lighting on Project site and the City's General Plan. Lighting shall be constructed in a manner that prohibits excessive glare and light spill over by utilizing shields or hoods that direct the light in a downward manner. These additional light sources are not anticipated to be substantial enough to adversely affect day or nighttime views in the area, and will be conditioned upon approval of the Project in order to ensure compliance with City of Industry goals and policies of the General Plan and Zoning Ordinance.

#### **Discussion of Impacts**

- a) **No Impact.** The Project site is not located adjacent to, or within the view shed of a scenic vista. The surrounding properties consist primarily of industrial structures and uses, with high density residential developments between 0.35 and 1 mile in all directions. Properties directly adjacent to the subject property include businesses involved in industrial warehousing to the north and southeast; industrial warehousing and truck wash services to the west; and Flint Group Print Media North America to the northeast. The Project site is located at the junction of two major Southern California Interstates, approximately 0.16 miles east of I-605 and 0.48 miles south of I-10. It is not expected that implementation of the Project will have an impact on a scenic vista.
- b) **No Impact.** The Project site is already developed for industrial use with landscaping and is in accordance with the character of the surrounding environment. Therefore, the Project will not substantially damage scenic resources such as trees or rock outcroppings. Furthermore, the City's historical building, the Homestead Museum, lies outside of the Project vicinity and will not be impacted by Project development. The two adjacent interstates are not designated as state scenic highways and there are no other designated scenic highways within the Project vicinity.
- c) **No Impact.** The proposed Project consists of a 14,545-sq. ft. expansion to an existing 39,534 sq. ft. warehouse. The holding freezer addition to be constructed along the north elevation of the structure is a total of 4,799 square feet, approximately 150 feet in length by 32 feet wide. The height of this addition will be between 22 feet 8 inches and 24 feet 1 ¾ inches. The holding freezer addition proposed on the south elevation of the structure is 9,746 square feet, approximately 134 feet in length by 72 feet 9 inches wide. The proposed building height of this addition will be between 22 feet 8 inches and 23 feet 11 ½ inches. No additional vertical expansion to the existing building is proposed. The freezer additions are in alignment with the existing building character and visual surroundings and therefore will not degrade existing visual character. Both freezer additions are proposed to be large warehouse type commercial freezer units that will resemble the existing warehouse. New stucco on the exterior of both additions will be used, with the finish and color to match the existing stucco.
- d) **Less Than Significant Impact.** Any proposed lighting will be consistent with the existing lighting on Project site, and the City of Industry General Plan and Zoning Ordinance. The





Project will provide security lighting that will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The corridor in which the Project is located is mostly made up of industrial and commercial enterprises which are not deemed to be sensitive receptors. The residential properties that can be considered sensitive receptors to the north, south, east, and west of the Project site are 0.25, 0.50, 0.30, and 0.80 miles away respectively, and thus would not be affected by additional light sources produced by the Project. Finally, as a Condition of Approval, the applicant is required to construct the lighting in a manner that prohibits excessive glare and light spill over by utilizing shields or hoods that direct the light in a downward manner.

The warehouse will be in operation from 8 am to 5 pm, Monday through Friday. There will be four trucks exiting and two entering in the AM peak, and five trucks entering and two exiting in the PM peak. The site will have a total of 20 trips in and 20 trips out each week day, spread out evenly during the day. The additional light sources from proposed lighting attached to the new additions, or from headlights used on trucks exiting and/or entering the property in the winter months in the late afternoon are not anticipated to be substantial enough to adversely affect day or nighttime views in the area.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p><b>II. Agricultural resources</b> – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to the information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resource Code section 122220(g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>





## Project Impacts and Mitigation Measures

### Sources:

- City of Industry General Plan, 2014
- Los Angeles County GP-NET
- California Department of Conservation Los Angeles County Important Farmland Map, 2016
- Phase I Environmental Site Assessment, January 4, 2018, Hillmann Consulting

Findings of Fact: The City of Industry was founded as a business and industrial hub. Consequently, there are no land uses designated for agriculture, forest or timberland within the City boundaries (General Plan Land Use, Figure 2-4). Furthermore, the Project site is located near Interstate 605 in a highly urbanized area with no area designated as an agricultural resource area within the Project vicinity. The Project site is currently developed with an existing warehouse structure with 39,534 maximum square feet and is located within areas designated for employment land uses per the city's General Plan.

Although the area was historically used for agricultural uses, the site has not been used for agriculture since 1952. The existing building was built in 1967 and has been used for various industrial purposes such as tire retreading and plastic redistribution businesses. There is no active agriculture, forest, or timberland within the vicinity of the Project. Development of the proposed-14,545 square feet of freezer space will have no impacts on agricultural, forest, or timberland resources.

### **Discussion of Impacts**

**a-e) No Impact.** The City of Industry was founded as a business and industrial hub. Consequently, there are no land uses designated for agriculture within the City boundaries (City of Industry General Plan, Figure 4). The site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide or Local Importance by the California Department of Conservation. Further, no forest, or timberland resources exist within the City of Industry. In addition, the site is surrounded by lands designated for industrial and employment uses. The proposed development will not conflict with zoning for agricultural uses or the Williamson Act. It will not result in other changes that could result in the conversion of farmland to non-agricultural uses. There will be no impact to agricultural, forest or timberland resources as a result of the proposed Project.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>III. Air Quality</b> – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Project Impacts and Mitigation Measures

#### Sources:

- City of Industry General Plan, 2014
- South Coast Air Quality Management District (SCAQMD)
- Air Quality Management Plan (AQMP), 2016
- CalEEMod v2016.3.1, July 30, 2018

**Regulatory Setting:** The Project Site is located in the South Coast Air Basin (“SCAB”), within the jurisdiction of SCAQMD. The SCAB incorporates an area of approximately 6,800 square miles with a population of approximately 16 million people in 2015. The SCAB is compiled from jurisdictions including Orange County and the non-desert portions of Los Angeles, Riverside and San Bernardino Counties. About two-thirds of the SCAB’s population lives within Los Angeles County. U.S. EPA has set National Air Quality Standards (NAAQS) and monitoring requirements for six principal pollutants, which are called “criteria pollutants,” including Ozone (O3), Particulate Matter (PM) (including both PM10 and PM2.5), carbon monoxide (CO), nitrogen dioxide (NO2), sulfur dioxide (SO2), and lead (Pb). In 2015, SCAQMD measured concentrations of air pollutants at 34 routine ambient air monitoring stations in its jurisdiction, with primary focus on these criteria pollutants. The nearest monitoring station to the Project Site is the Pico Rivera station, approximately 11 miles west of the proposed facility. The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause regional and/or localized





exceedances of the federal and/or state ambient air quality standards, such as the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS). Currently, the SCAB is in nonattainment for Ozone (O<sub>3</sub>) and PM<sub>2.5</sub> under state and federal air quality standards, and PM<sub>10</sub> under state air quality standards. The federal Clean Air Act (CAA) requires areas that are not attaining the national ambient air quality standards (NAAQS) to develop and implement an emission reduction strategy that will bring the area into attainment in a timely manner. The SCAQMD has adopted a series of Air Quality Management Plans (AQMPs) to meet the state and federal ambient air quality standards. The most recent AQMP for the SCAB was published in 2016. The SCAQMD has developed regional and localized significance thresholds (LST) for criteria pollutants, which indicate that any projects in the SCAB with daily emissions that exceed any of the indicated thresholds should be considered having an individually and cumulatively significant air quality impact. Pursuant to the methodology provided in Chapter 12 of the 1993 SCAQMD CEQA Air Quality Handbook, consistency with the AQMP is affirmed when a project (1) does not increase the frequency or severity of an air quality standards violation or cause a new violation and (2) is consistent with the growth assumptions in the AQMP.

Findings of Fact: The proposed Project is consistent with the growth projections in the City of Industry General Plan, which provides consistency with the SCAQMD AQMP. Growth projections from local general plans adopted by cities in the district are provided to the Southern California Association of Governments (SCAG), which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP.

The California Emissions Estimator Model (CalEEMod) v2016.3.1 was used to quantify emissions during Project construction and Project operations (*model ran on 07-30-2018*). For the purpose of the model, the Project was classified under "refrigerated warehouse – no rail" to calculate land use emissions of the proposed addition, using default CalEEMod values. Construction is expected to occur from October 2018 to January 2019. The number of car and truck trips have been modified per the Project-specific Traffic Letter written by Transportation & Energy Solutions, Inc. (TES), dated March 28, 2018. The site, when the project is operational, will have a total of 20 daily truck trips and 43 daily passenger vehicle/employee trips during the weekday. Based on the results of the CalEEMod as seen in Table 3-1: Project Construction Emissions, emissions resulting from the Project construction would not exceed numerical thresholds established by the SCAQMD. Therefore, no mitigation is required during this development phase.

Operational activities associated with the proposed Project will result in limited emission of Reactive Organic Gases (ROGs), Nitrogen Oxide (NO<sub>x</sub>), Carbon Monoxide (CO), Sulfur Oxides (SO<sub>x</sub>), and Particulate Matter (PM<sub>10</sub>, and PM<sub>2.5</sub>). Operational emissions would be expected from the following primary sources—area source emissions, energy source emissions, and mobile source emissions. Under the assumed scenarios established in the report, emissions resulting from the Project operations would not exceed the numerical thresholds established by the SCAQMD for any criteria pollutant. Therefore, a less than significant impact would occur and no mitigation is required, see Table 3-2: Project Operations Emissions.

The Project does not include the development of new, or upgraded, roadway that would result in a substantial increase in traffic. According to the Traffic Letter by TES, truck trips and majority of other vehicular trips would access the site from the I-605 freeway. Since the number of peak period trips are low, Level of Service (LOS) impacts to adjacent intersections are anticipated to be insignificant. Carbon Monoxide (CO) emission as a result of the Project is below the SCAQMD threshold of 550 lbs/day. As such, the Project would not result in potentially adverse CO concentrations or "hot spots."





Table 3-1. Project Construction Emissions (Regional)

Pollutant	Daily Maximum Emissions (lbs./day)	South Coast Air Quality Management District Maximum Daily Threshold (lbs./day)	Exceeds Threshold?
Carbon Monoxide (CO)	8.82	550	NO
Oxides of Nitrogen (NOx)	11.95	100	NO
Reactive Organic Gas (ROG)	28.74	75	NO
Sulfur Dioxide (SO2)	0.02	150	NO
Particulate Matter (PM10)	1.49	150	NO
Particulate Matter (PM2.5)	1.04	55	NO

Source: CalEEMod v2016.3.1. Based on highest winter or summer emissions, without mitigation.

Table 3-2. Project Operations Emissions (Regional)

Pollutant	Daily Maximum Emissions (lbs./day)	South Coast Air Quality Management District Maximum Daily Threshold (lbs./day)	Exceeds Threshold?
Carbon Monoxide (CO)	2.29	550	NO
Oxides of Nitrogen (NOx)	0.83	100	NO
Reactive Organic Gas (ROG)	0.49	75	NO
Sulfur Dioxide (SO2)	7.49e-03	150	NO
Particulate Matter (PM10)	0.58	150	NO
Particulate Matter (PM2.5)	0.16	55	NO

Source: CalEEMod v2016.3.1. Based on highest winter or summer emissions, without mitigation.

### Discussion of Impacts

- a) **No Impact.** The SCAQMD AQMP establishes thresholds for criteria pollutants; projects that exceed any of the indicated daily thresholds should be considered having an individually and cumulatively significant air quality impact and are not in compliance with the AQMP. As seen on Tables 3-1 and 3-2, emissions during construction and operations did not exceed the thresholds established by the SCAQMD for any of the six criteria pollutants listed; therefore, the Project would not conflict with or obstruct implementation of any applicable air quality plan. No impact is expected.
- b) **No Impact:** Currently, the SCAB is in nonattainment for Ozone (O3) and PM2.5 under state and federal air quality standards, and PM10 under state air quality standards. Based on the results of the CalEEMod, emissions generated from the Project are below the applicable



SCAQMD thresholds and would not violate any air quality standard or substantial contribution to an existing or project air quality violation. No impact is expected.

- c) **Less Than Significant Impact:** Based on the results from CalEEMod, emissions resulting from construction and operations of the Project would not exceed numerical thresholds established by the SCAQMD. Cumulative short-term, construction-related emissions and long-term, operational emissions from the Project will not contribute considerably to any potential cumulative air quality impact because short-term project and operational emissions will not exceed any SCAQMD daily threshold. If a project does not exceed the SCAQMD recommended daily regional emission thresholds, the project-specific impacts would also not result in a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment. During construction, the Project is required to comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 403 requires that fugitive dust be controlled with best-available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Applicable dust suppression techniques from Rule 403 are summarized below. Implementation of these dust suppression techniques can reduce the fugitive dust generation (and thus, the PM10 component). Compliance with these rules would reduce impacts on nearby sensitive receptors (SCAQMD Rule 403). SCAQMD Rule 403 measures may include but are not limited to:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least three times daily. (Locations where grading is to occur will be thoroughly watered prior to earthmoving.)
- Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least 0.6 meters (2 feet) of freeboard (vertical space between the top of the load and top of the trailer) in accordance with the requirements of California Vehicle Code section 23114.
- Reduce traffic speeds on all unpaved roads to 15 miles per hour (mph) or less.
- Suspension of all grading activities when wind speeds (including instantaneous wind gusts) exceed 25 mph.
- Bumper strips or similar best management practices shall be provided where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site each trip.
- Replanting disturbed areas as soon as practical.
- During all construction activities, construction contractors shall sweep on-site and off-site streets if silt is carried to adjacent public thoroughfares, to reduce the amount of particulate matter on public streets. All sweepers shall be compliant with SCAQMD Rule 1186.1, Less Polluting Sweepers.

Furthermore, the proposed project is required to comply with Title 24 of the California Code of Regulations established by the California Energy Commission (CEC) regarding energy conservation and green building standards. California's Building Energy Efficiency Standards are updated every three years, and the most recent update was completed in 2016, which became effective on January 1, 2017. The target for new Title 24 standards is zero net energy consumption for new residential construction by 2020 and zero net energy consumption for newly constructed commercial buildings by 2030. Currently, California is undergoing a widespread shift in power generation and electrical infrastructure with the





adoption of renewable energy technologies from solar and wind resources. The development and implementation of distributed energy resources and new technologies, along with heightened energy-efficiency efforts provide multiple benefits in the Basin. The air quality benefits include reduction of criteria and toxic emission, as well as GHG reductions. Development Projects may choose to go beyond Title 24 by selecting measures that reduce energy consumption to levels that are 15 percent below the requirements. As such the proposed project will designate eight (8) parking spaces for clean air and/or carpool vanpool vehicles per table 5.106.5.2 of the 2016 Green Building Code.

- d) **Less Than Significant Impact:** Sensitive receptors refer to land uses and/or activities that are especially sensitive to poor air quality and typically include homes, schools, playgrounds, hospitals, convalescent homes, and other facilities where children or the elderly may congregate (SCAQMD, *CEQA Air Quality Handbook* amended 2017). Surrounding land uses include industrial buildings to the north and southeast, warehouses to the west, and a print shop to the northeast. The proposed facility is not adjacent to land uses that are typically associated with sensitive receptors. Furthermore, emissions resulting from Project construction and operations would not exceed the numerical thresholds established by the SCAQMD for any criteria pollutant. Less than significant impact is expected, and no mitigation is required.
- e) **Less Than Significant Impact:** The proposed Project is not located in an area that has existing odor generators. Odors from diesel exhaust and VOCs may be produced during construction, but are short-term in nature and the odor emissions are expected to cease upon completion of construction. The proposed freezer warehouse will not involve land uses that are typically associated with odor complaints, as are agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. Given that the proposed facility does not involve uses that produce objectionable odors and is not adjacent to nearby sensitive receptors, the Project will not create objectionable odors affecting a substantial number of people. The Project would also be required to comply with SCAQMD Rule 402 during construction and operation. Rule 402 states that a person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. Less than significant impact is expected from objectionable odors associated with the Project.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required





	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>IV. Biological Resources:</b> Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



## Project Impacts and Mitigation Measures

### Sources:

- City of Industry General Plan, 2014
- Los Angeles County General Plan Update Interactive Map (GP-NET)
- San Gabriel River Corridor Master Plan, June 2006

**Findings of Fact:** Although the City has approximately 790 acres of land designated for recreation and open space, these open space areas consist of private golf courses and former Duck Farm property, which are not compatible with species habitat. Open space areas within the City primarily serve as recreational areas. There are no biological or sensitive habitat areas of significance in the City of Industry, and consequently there is no open space designated solely for the preservation of natural resources, nor any policies or plans at the local, regional, or state level for conservation purposes. The Project area as well as the surrounding vicinity are in urban areas adjacent to two interstates and are utilized as paved and covered commercial/industrial sites. Endangered species are not likely on or in the immediate vicinity. In addition, the immediate surrounding area is heavily developed and not designated, or likely to be deemed, as a wetland. The adjacent properties consist primarily of industrial structures that include businesses involved in industrial warehousing to the north and southeast; industrial warehousing and truck wash services to the west; and Flint Group Print Media North America to the northeast.

The only water bodies in the immediate vicinity of the Project are Walnut Creek Wash approximately 0.2 miles north of the Project site and the San Gabriel River approximately 0.35 miles to the west. It is not anticipated that the development of the proposed Project will have any impact on these two entities or other biological resources. As a food storage and distribution business, disposal of waste materials into Walnut Creek Wash, or the San Gabriel River is not expected to occur. Approximately 95% of the property is covered by pavement and buildings, with the remaining 5% consisting of bare dirt, and annual weeds and grasses, and a remnant railroad spur, proposed to be removed and replaced with landscaping. No known native species occur in the 5% undeveloped area.

### **Discussion of Impacts**

**a-f) No Impact.** The Project site and surrounding areas are developed paved areas functioning as municipal, commercial, and industrial uses, which are not indicative of natural habitat. These areas are not newly developed and the proposed Project consists of additions to an existing warehouse, and therefore will not cause substantial adverse effect to sensitive species habitat. There are no habitat areas, riparian or otherwise, sensitive natural communities, wetlands, or migratory wildlife corridors on the Project site. The closest water bodies to the Project site are Walnut Creek Wash approximately 0.2 miles north of the Project site and the San Gabriel River approximately 0.35 miles to the west. It is not anticipated that the wash or river will experience a significant negative impact due to the Project's implementation. As a food storage and distribution business, disposal of waste materials into Walnut Creek Wash or the San Gabriel River is not expected to occur. Also, there are no plans or policies at the local, regional, or state level dedicated to tree preservation or other conservation purposes that include the Project site.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.





	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>V. Cultural Resources – Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- Letter of Notification to Mr. Andrew Salas, Chairman, Gabrieleño Band of Mission Indians – Kizh Nation, December 22, 2017
- California Public Resources Code
- California Environmental Quality Act (CEQA) 2018

Findings of Fact: The Homestead Museum is the City's main historical resource and is owned and funded by the City of Industry, managed by Historical Resources Inc., and is registered with the National Register of Historic Places (NRHP). The Project site is located over 4.0 miles from the Homestead Museum.

**Discussion of Impacts**

- a) **No Impact.** The Project site is currently built up and not within the immediate vicinity of a historical resource as defined in CEQA Guidelines §15064.5, and thus would not impact any historical resource.
- b) **Less than Significant Impact with Mitigation.** According to the City of Industry General Plan, archeological resources are unlikely to be discovered and are not expected to exist on the Project site. Implementation of the Project will require some grading and installation of underground service facilities. However, given the developed nature of the Project site and surrounding area, the discovery of archeological resources is unlikely. Implementation of the Project is not anticipated to result in a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5 of the CEQA Guidelines; nonetheless, mitigation measures are identified to ensure that in the event that unanticipated resources are encountered during excavation, impacts would remain less than significant. In the event archeological resources are discovered, grading activities shall



cease and a qualified Archeologist shall be consulted and all discoveries shall be documented accordingly.

- c) **Less than Significant Impact with Mitigation.** No paleontological resources have been discovered or are known to exist on the site. Implementation of the Project will require some grading and installation of underground service facilities. Given the highly disturbed condition of the Project site, the discovery of paleontological resources is unlikely. Implementation of the Project is not anticipated to directly or indirectly destroy a unique paleontological resource or site; nonetheless mitigation measures are identified and discussed below to ensure that in the event that unanticipated resources are encountered during excavation, impacts would remain less than significant.
- d) **Less than Significant Impact with Mitigation.** No human remains are known to be on the Project site; therefore, no significant impacts would result from implementation of the proposed Project. Hillmann reviewed historical aerial photographs of the Property online at [www.historicaerials.com](http://www.historicaerials.com). Interpretation of land usage was made by review of the aerial photographs. It does not appear that the property was ever utilized as a cemetery, at least from the 1800s when it appeared as vacant land, to the 1920s when orchards appear, to the 1970s when industrial structures become evident. In accordance with the California Public Resources Code § 5097.98, if human remains are discovered, Subdivision (c) of Section 7050.5 of the Health and Safety Code must be followed. Protocol to be followed in the event human remains are discovered are explained in mitigation measure **CUL-3** below.

### Mitigation Measures

#### Mitigation:

#### V. (b)

**CUL-1:** If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, the property owner shall immediately advise the City of such and the City shall cause all further excavation or other disturbance of the affected area to immediately cease.

#### V. (c)

**CUL-2:** In the event that paleontological resources are inadvertently discovered during ground disturbing activities, the qualified paleontologist shall document the discovery as appropriate, evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5.

#### V. (d)

**CUL-3:** If human remains are found, those remains would require proper treatment, in accordance with applicable laws. California Health & Safety Code sections 7050.5 through 7055 describe the general provisions regarding human remains, including the requirements if any human remains are accidentally discovered during excavation of a site. As required by state law, the requirements and procedures set forth in Public Resources Code section 5097.98 would be implemented, including notification of the County Coroner, notification of the Redlands Police Department, notification of the Native American Heritage Commission and consultation with the individual identified by the Native American Heritage Commission to be the "most likely descendant." If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably suspected to overlie adjacent remains until the County Coroner has been notified, and the remains have been investigated and appropriate recommendations have





been made for the treatment and disposition of the remains. This is existing law and a standard requirement to manage any accidental exposure of human remains.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VI. Geology and Soils– Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014



- Report of Geotechnical Engineering Investigation, December 18, 2017. Quartech Consultants (QCI)
- California Department of Conservation, Earthquake Zones of Required Investigation Map
- Phase I Environmental Site Assessment (ESA), January 4, 2018. Hillman Consulting

Findings of Fact:

Soil Conditions

According to the Geotechnical Report, the onsite near surface soils consist predominantly of silty sand (SM). In general, these soils exist in the medium dense and moist condition. Underlying the surface soils, fine-grained silty sand (SM), and medium grained poorly graded sand (SP) were disclosed in the borings to the depths explored (51.5 feet). These soils exist in the medium dense to very dense and slightly moist to moist conditions. The soils become denser as depth increases.

Seismicity

Based on the Geotechnical Report, there are no known active faults crossing the property. The nearest active regional fault zone is the Elsinore Fault Zone located approximately 5.0 miles from the site. This Elsinore Fault Zone consists of several faults including the Whittier and Chino Faults nearest to the Project site. The site is located in a seismically active region and is subject to seismically induced ground shaking from nearby and distant faults, which is a characteristic of the entire Southern California region. See **Table 3-3** for nearby faults that are in proximity to the Project site.

<b>Table 3-3. Earthquake Faults within Close Proximity to the Project Site</b>			
Name	Distance (miles)	Direction from Site	Possible Magnitude
Whittier Fault	5.0	South	6.0-7.2
Duarte Fault	6.0	North	6.0-7.0
San Jose Fault	7.0	Northeast	6.7
Raymond Fault	7.5	Northwest	6.5
Chino Fault	19.0	Southeast	6.0-7.0
Inglewood Fault	21.0	West	7.5
San Jacinto Fault	40.0	East	6.5-7.5
San Andreas Fault	45.0	East	6.8-8.0

Although sandy soils tend to settle and densify when subjected to earthquake shaking, the evaluation procedures and analysis conducted by QCI concluded that surface manifestation of liquefaction is unlikely at the subject site in the event of an earthquake. Also, due to the relatively flat nature of the site, QCI concluded that the potential for landslide is remote.

Overall, QCI concluded that the proposed construction is feasible from a geotechnical standpoint.





## Discussion of Impacts

a)

- i. **Less Than Significant Impact.** Neither the site nor the City of Industry are within an Alquist-Priolo Earthquake Fault Zone. The nearest active regional fault is the Whittier Fault within the Elsinore Fault Zone, which is located 5.0 miles from the site. See Table 3-4 above for other earthquake faults in the area. Although, there are no known active faults through the Project site, the site is still subject to ground shaking and potential damage as a result of seismic activity, which is characteristic of Southern California. Accordingly, proposed construction should be designed and constructed in accordance with applicable portions of Section 1808.6.2 of the 2016 California Building Code (CBC) to ensure that potential impacts are less than significant.
  - ii. **Less Than Significant Impact.** The site is subject to strong seismic ground shaking and potential damage as a result of seismic activity, which is characteristic of Southern California. Accordingly, proposed construction should be designed and constructed in accordance with applicable portions of Section 1808.6.2 of the 2016 California Building Code (CBC) to ensure that potential impacts are less than significant.
  - iii. **Less Than Significant Impact.** Although the site is subject to seismic activity and located in a potential seismic liquefaction zone according to the General Plan (Figure 14), results from QCI's liquefaction investigation and analyses concluded that the surface manifestation of liquefaction is unlikely at the Project site in the event of an earthquake.
  - iv. **No Impact.** The Project is relatively flat and not considered at risk for landslides. A desktop study utilizing Google Earth to include a 2-mile buffer surrounding the Project site concludes that there is an average 1% -2% change in elevation in all directions. The Project site is therefore not in an area that would be subject to a landslide hazard. There would be no impact.
- b) **No Impact.** The Project site is a developed paved area with minimal to no exposed soil. Therefore, the Project will have no impact on soil erosion or loss of topsoil. The proposed freezer additions will be placed in areas that are currently occupied by paved surfaces. This pavement will be removed to provide areas of new construction. QCI recommends that the existing soil underneath be removed and backfilled with compacted fill to provide a uniform support for the structures. Once built, there would be no erosion to exposed soil; therefore, there would be no impact.
- c) **Less Than Significant Impact with Mitigation.** The onsite near surface soils consist predominantly of silty sand (SM). In general, these soils exist in the medium dense and moist condition. Underlying the surface soils, fine-grained silty sand (SM), and medium grained poorly graded sand (SP) were disclosed in the borings to the depths explored (51.5 feet). These soils exist in the medium dense to very dense and slightly moist to moist conditions. The soils become denser as depth increases. According to the Geotechnical Report, sandy soils tend to settle and densify when they are subjected to earthquake shaking which is a constant hazard throughout Southern California. Recommendations regarding soil settlement, lateral resistance, foundation construction and structural backfill as outlined in the Geotechnical Engineering Investigation prepared by QCI will ensure that the proposed freezers will not be located on a geologic





unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Compliance with established engineering standards and regulations regarding site preparation and soil compaction, along with the Mitigation Measures below, will further ensure that any impact will be reduced to less than significant.

- d) **Less Than Significant Impact with Mitigation.** Expansive soils, as defined in Table 18-1-B of the Uniform Building Code (1994), can create substantial risks to life or property. A Laboratory Expansion Index test was conducted on the existing onsite near surface materials sampled during QCI's field investigation to aid in evaluation of soil expansion potential. This resulted in an Expansion Index (EI) of 11, which is "very low" expansion potential. The test was performed in accordance with ASTM D-4829. Compliance with established engineering standards and regulations regarding site preparation and soil compaction along with the Mitigation Measures below will further ensure that any impact will be reduced to less than significant.
- e) **No Impact.** Potable water services are provided by the San Gabriel Valley Water Company and sewage disposal services are provided via the municipal sewer system. The Project does not propose to utilize a septic tank or alternative wastewater disposal system. In addition, the Phase I ESA noted there was no indication of an existing septic system on the property. Therefore, the Project will have no impact.

### **Mitigation Measures**

#### Mitigation:

#### **VI. (c)**

**GEO-1:** Prior to grading, any existing vegetation, organic soil, trash, debris, over-sized materials (greater than 8 inches), and other deleterious materials within fill areas should be removed from the site. In addition, the following soil removal treatments are recommended:

- Remove surficial soils to a depth of 4 feet below existing grade or two feet below the bottom of the footing, whichever is deeper.
- Recommended removal should be extended at least 4 feet beyond building lines or to the limits of the existing building.
- Existing near surface soils should also be removed at least two feet within the proposed driveway areas.
- Soils exposed within areas approved for fill placement should be scarified to a depth of 6 inches, conditioned or near optimum moisture content, then compacted in-place to minimum Project standards.
- Fills should be compacted based on laboratory standard ASTM D-1557-12.

#### **VI. (d)**

**GEO-2:** All footings should be founded at a minimum depth of 24 inches below the lowest adjacent ground surface. All continuous footings should have at least two No. 4 reinforcing bars placed both at the top and two No. 4 reinforcing bars placed at the bottom of the footings.

**GEO-3:** Concrete slabs should be a minimum of 4 inches thick and reinforced with a minimum of No. 3 reinforcing bar spaced 18-inches each way or its equivalent. All slab reinforcement should be supported to ensure proper positioning during placement of





concrete. In addition, the concrete slab should comply with the requirements of the 2016 CalGreen Section 4.505.2.1.

**VI. (c,d)**

**GEO-4:** All trench excavations should conform to CAL-OSHA and local safety codes. All utility trenches backfill should be brought to near optimum moisture content and then compacted to obtain a minimum relative compaction of 90 percent of ASTM D-1557-12.

Monitoring: Responsibility of the City of Industry-approved geotechnical engineer prior to start of construction.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VII. Greenhouse Gas Emissions – Would the project:</b>				
a) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- South Coast Air Quality Management District (SCQAMD)
- CalEEMod v2016.3.1, July 30, 2018
- California Air Resources Board (CARB) Scoping Plan
- Traffic Impact Assessment Letter for 13031 Temple Avenue, March 28, 2018, Transportation & Energy Solutions, Inc. (TES)

Regional Setting: The City of Industry has not adopted its own numeric threshold of significance of determining impacts with respect to greenhouse gas (GHG) emissions. A screening threshold of 3,000 Metric Tons of Carbon Dioxide Equivalent (MTCO<sub>2e</sub>) per year to determine if additional analysis is required is an acceptable approach for the proposed Project. This approach is a widely acceptable screening threshold used by the City of Industry and various other cities in the South Coast Air Basin, as provided by the California Air Resources Board (CARB) Scoping Plan, where the South Coast Air Quality Management District is the lead agency. The Project would be required to comply with regulations imposed by the State of California and the SCAQMD, aimed at the reduction of greenhouse gas emissions. Those that are directly and indirectly applicable to the Project and that would assist in the reduction of GHG emissions include the Global Warming Solutions Act of 2006 (AB32) and Senate Bill 32 (SB 32). AB32 requires the California Air Resources Board (CARB) to develop regulations and market mechanisms to reduce California's GHG emissions to 1990 levels by the year of 2020. SB32 requires the state to reduce statewide greenhouse gas emissions to 40% below 1990 levels by 2030.





GHGs, primarily carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous (N<sub>2</sub>O) oxide, collectively reported as CO<sub>2</sub>e, are directly emitted from stationary source combustion of natural gas in equipment such as water heaters, boilers, process heaters, and furnaces. GHGs are also emitted from mobile sources such as on-road vehicles and off-road construction equipment burning fuels, such as gasoline, diesel, biodiesel, propane, or natural gas (compressed or liquefied). Indirect GHG emissions result from electric power generated elsewhere (i.e., power plants) used to operate process equipment, lighting, and utilities at a facility. Also, included in GHG quantification is electric power used to pump the water supply (e.g., aqueducts, wells, pipelines) and the disposal and decomposition of municipal waste in landfills (CARB 2008).

Findings of Fact. The California Emissions Estimator Model (CalEEMod) v2016.3.1 was used to quantify emissions during Project construction and Project operations (*model ran on 07-30-2018*). For the purpose of the model, the Project was classified under “refrigerated warehouse – no rail” to calculate land use emissions of the proposed addition, using default CalEEMod values. Construction is expected to occur from October 2018 to January 2019. Construction activities are short term and cease to emit greenhouse gases upon completion, unlike operational emissions that are continuous year after year until operation of the use ceases. Because of this difference, SCAQMD recommends amortizing construction emissions over a 30-year operational lifetime. The proposed use of the freezer additions will be to store refrigerated and frozen foods. The inventory that is to be stored and distributed will be transported by trucks operated by the Wei-Chuan company. A maximum of five (5) tractor-trailer trucks will be utilized. Two (2) of these will be semi-trailer trucks (53ft.) and three (3) of these will be non-semi (26 ft.). Additional trucks may access the site during the day for delivery purposes typically expected from a warehouse of this size; however, these will be not be owned by the business and will not have regularly scheduled trips to and from the facility. When operating at full capacity in 2 to 5 years, the following truck trips are estimated to occur according to the basic traffic impact assessment performed by TES:

- Weekday AM Peak (7 am to 9 am): 4 out and 2 in
- Weekday PM Peak (3:30 am to 5:30 pm): 5 in and 2 out
- Weekday total trips (7 am to 5:30 pm): 20 in and 20 out, spread throughout the day
- Saturday – Half Day: 2 in and 2 out

As shown on Table 3-4. Project-Related Greenhouse Gas Emissions, the Project will result in approximately 265.50 MTCO<sub>2</sub>e per year, which would not exceed the SCAQMD screening threshold of 3,000 Metric Tons of Carbon Dioxide Equivalent. Project-related emissions would not have a significant direct or indirect impact on GHG and climate change and would not require additional analysis.

The Project would not conflict with any applicable plan, policy or regulation an agency adopted for the purpose of reducing the emission of greenhouse gases. The City of Industry does not have a Climate Action Plan (CAP). However, the City recognizes its responsibility to participate in regional efforts to reduce greenhouse gas emissions by participating in regional effort implemented by SCAQMD and CARB, such as the Low Fuel Standard Program, California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio Standard Program, and changes in the corporate average fuel economy standards.

The Project would be consistent with the City of Industry General Plan and the CARB Scoping Plan, which meet the GHG reduction target under AB32 and SB32.





**Table 3-4. Project-Related Greenhouse Gas Emissions**

Emission Source	Emissions (metric tons per year)			
Pollutant	CO2	CH4	N2O	Total CO2E
Annual construction-related emissions amortized over 30 years	1.52	3.33e-04	0.00	1.52
Area	2.02e-03	1.00e-05	0.00	2.16e-03
Energy	141.80	3.35e-03	7.00e-04	142.09
Mobile Source	85.89	4.47e-03	0.00	86.03
Waste	0.00	0.16	0.00	6.87
Water Usage	24.39	0.11	2.71e-003	29.01
Total CO2E (All Sources)	265.50 MTCO <sub>2</sub> e per year			
SCAQMD Threshold	3,000 MTCO <sub>2</sub> e per year			
Significant	NO			

**Discussion of Impacts**

- a) **Less Than Significant Impact.** Construction and operational activities associated with the proposed project would result in greenhouse gas emissions such as CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O, primarily from energy source emissions and mobile source emissions. Based on the CalEEMod emissions summary on Table 3-3, the proposed project will generate approximately 265.50 MTCO<sub>2</sub>e per year, which is below the 3,000 MTCO<sub>2</sub>e/year threshold of significance established by SCAQMD. Thus, project-related emissions would not have a significant direct or indirect impact on GHG levels. Therefore, impacts associated with GHG emissions would be less than significant and no mitigation is required.
- b) **No Impact.** The Project is consistent with AB 32 and SB 32, and the City of Industry General Plan. AB32 requires CARB to develop regulations and market mechanisms to reduce California’s GHG emissions to 1990 levels by the year 2020. Many of the GHG reduction measures outlines in AB32 have been adopted over the last five years and implementation activities are on-going. SB32 requires the state to reduce statewide greenhouse gas emissions to 40% below 1990 levels by 2030. On April 7, 2016, SCAG’s Regional Council adopted the 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS). As part of the 2016 RTP/SCS, the Los Angeles Regional Diesel Emissions Reduction Program for engine retrofit provided incentive grants to owner-operators of old diesel trucks to upgrade equipment to reduce emissions. The proposed Project will implement best practices to reduce impacts from VMT and utilize CARB-certified engines to reduce diesel emissions. Furthermore, the proposed Project would not conflict with any applicable plan, policy or regulation of a local or regional agency, as stated above, for the purpose of reducing the emissions of greenhouse gases. No mitigation measures are necessary.

**Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>VIII. Hazards and Hazardous Materials – Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>





## Project Impacts and Mitigation Measures

### Sources:

- City of Industry General Plan, 2014
- Phase I Environmental Site Assessment, January 4, 2018, Hillmann Consulting
- Hazardous Materials Survey, January 4, 2018, Hillmann Consulting
- Phase I Environmental Site Assessment for Mike Campbell & Associates, April 2007, Phase One Inc. (POI)
- Submitted Application Materials, Wei-Chuan

Findings of Fact: As a major industrial center, the City of Industry contains businesses that store and use hazardous materials. Additionally, the City functions as a transportation corridor with major rail lines and numerous freeways carrying high volumes of truck and train traffic, which can pose possible impacts in the event of a spill or unauthorized release.

The Health Hazardous Materials Division of the LACFD oversees, plans, and responds to issues related to hazardous materials and waste for the City of Industry.

A Phase I Environmental Site Assessment (ESA) was conducted by Hillman Consulting to determine if any conditions, commonly recognized within the City of Industry, exist on the subject site. These conditions are defined by the American Society for Testing and Materials (ASTM) as any hazardous substance or petroleum product under conditions that indicate an existing, past, or material threat of release into the structure, ground, groundwater, or surface water at the subject site. The assessment also examined previous ownership and uses of the property for the purpose of meeting all appropriate inquiries provisions necessary to qualify for certain landowner liability protections under the Comprehensive Environmental Reponses, Compensation, and Liability Act (CERCLA).

The Phase I ESA identified one *Recognized Environmental Condition (REC)*: The San Gabriel Valley (Area 2) Superfund Site as part of the Baldwin Park Operable Unit (BPOU). This broad Project area contains comingled plumes of groundwater contamination that are over a mile in width and eight miles in length, and encompasses the Property that is the site of the Project. The prevalent contaminants are trichloroethene (TCE), perchloroethylene (PCE), carbon tetrachloride, perchlorate, and N-nitrosodimethylamine (NDMA) originating from solid-fuel rockets, liquid-fuel rockets, and solvents used for degreasing and cleaning. The EPA identified Potentially Responsible Parties that contributed to the contamination plume, and cleanup activities were enacted and finalized in 2002. Remediation includes four groundwater pump and treatment systems to clean and limit further migration of the contamination plumes. A brief review of the Third Five-Year Review Report for the San Gabriel Valley Area 2 Superfund Site, prepared by the EPA and dated August 17, 2017, indicates that the remediation systems are operating as intended and progress is being made in regards to the cleanup effort. Considering that remediation is currently on-going and that the San Gabriel Valley (Area 2) Superfund Site encompasses the Property, these listings are considered a *Recognized Environmental Condition (REC)* in connection with the Property. Considering that the Property was not identified as a Potentially Responsible Party, no further actions or investigations are warranted at this time.

One minor REC was identified associated with the historical uses at the property. The property has historically been utilized by tire businesses and businesses related to plastics





that may have impacted the subsurface with hazardous substances such as lubricating oils/greases, solvents, fuels, acids and/or bases, and other chemicals. Staining was observed in the northern area of the property and appeared to originate from oil leakage. A 1967 plot plan depicts a large catch basin on the southern portion of the property; although this catch basin was no longer present during the Phase I ESA site reconnaissance, seepage of hazardous materials to subsurface soils may have occurred from liquids accumulated in this catch basin.

A Hazardous Materials Survey was conducted to identify potentially hazardous materials that may be impacted by the improvements of the property. The survey included an inspection of interior and exterior for Polychlorinated Biphenyls (PCBs), Asbestos-Containing Building Materials (ACBM) and Lead-Based Paint (LBP).

#### Asbestos Survey

ACBMs were detected during the site assessment. Asbestos was detected above regulatory limits in carpet mastic in the 1<sup>st</sup> floor offices.

If additional impacted suspect ACBMs or Asbestos-Containing Materials (ACMs) are discovered during the removal, relocation or demolition for which there are no sample results from similar materials, Hillmann recommends pursuing one of the following alternatives: 1) sample and analyze the discovered suspect material(s) to determine whether they contain asbestos; or 2) assume the material(s) to be ACBM or ACM, quantify and remove on a unit cost basis.

#### Lead Based Paint Survey

The Lead Based Paint screening was conducted on December 27, 2017, in accordance with modified HUD protocols as well as accepted industry standards. Of the total fifty-nine (59) XRF readings taken, one in the first-floor women's restroom was identified as lead-based paints which contain lead greater than or equal to 0.7 mg/cm<sup>2</sup>.

#### Hazardous Materials

No mercury-containing fluorescent light bulbs were identified throughout the property. Approximately 150 ballasts were identified throughout the site with no label of "no PCBs" present on the ballasts. All light fixtures must be checked prior to disposal to verify that they do not contain Polychlorinated Biphenyls ("PCBs"). No transformers were observed onsite. General household cleaning chemical containers were observed onsite at the time of the site visit. A large refrigeration unit containing Freon was observed on the north side of the property. Fluorescent light ballasts that contain PCBs are regulated by the Environmental Protection Agency (Toxic Substances Control Act of 1976). Ballasts manufactured prior to 1978 and are not labeled "No PCBs" must be considered to contain PCBs unless testing indicates non-detect.

#### **Discussion of Impacts**

- a) **Less Than Significant Impact with Mitigation.** Although hazardous materials – namely ACBMs, lead-based paint, Freon, and possible PCB-containing light fixtures – were detected on site, compliance with the mitigation measures outlined below and in Table 3-5. Mitigation Monitoring and Reporting Program (located in Section 3.3) will ensure proper disposal of materials results in a less than significant impact during the





construction phase of the Project. The proposed Project is for frozen and dry food storage and distribution. The routine transportation and/or use of hazardous materials is not expected to occur within typical operations of business activities, according to the Letter of Intended Use provided by the company to the Los Angeles County Fire Department Fire Prevention Division. The proposed Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and thus would create a less than significant impact during operations.

- b) **Less Than Significant Impact with Mitigation.** Although hazardous materials were detected on site, no hazardous materials will be stored on-site. As a food storage and distribution business, normal business activity includes the storage of food product on-site and transportation of food product to and from the site. Thus, it is improbable that any hazardous materials would be released in such a high quantity as to create a significant impact to the public and/or environment based on the intended activity, as described in the applicant's Letter of Intended Use provided to the Los Angeles Fire Department. The Project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment from regular daily operations. Hazardous materials were detected on site; namely ACBMs, lead-based paint, Freon, and possible PCB containing light fixtures that would require proper disposal as a part of their removal. Compliance with the mitigation measures outlined below and in Table 3-5. Mitigation Monitoring and Reporting Program (located in Section 3.3) will ensure proper disposal of materials reducing any impact to less than significant.
- c) **No Impact.** The nearest schools are Madrid Middle School located approximately 0.6 miles northwest of the Project site in the Mountain View School District in El Monte, and Torch Middle School located approximately 0.80 miles east of the Project site in the Basset Unified School District, which covers the western end of the City of Industry. All schools are located outside of a one-quarter mile buffer of the Project site.
- d) **Less Than Significant Impact.** The Project site is located within the San Gabriel Valley (Area 2) Superfund Site as part of the Baldwin Park Operable Unit (BPOU), which is an area of groundwater contamination. The presence of impacted groundwater beneath the Project site is considered to represent a *Recognized Environmental Condition*. The impacted groundwater did originate on the Project site. Remediation and cleanup activities were enacted and finalized in 2002. No further actions or investigations are warranted at this time.
- e) **No Impact.** The Project is not located within an airport land use plan or within two miles of a public airport or public use airport. The closest public airstrips are El Monte Airport approximately 3 miles northwest, and Fullerton Municipal Airport approximately 13 miles south of the Project site. Major airports within 25 miles of the Project site include Los Angeles International (25 miles west), Ontario International (23 miles east) and Long Beach Airport (20 miles south). The Project would therefore not result in a safety hazard due to its proximity to a public airport in the area.
- f) **No Impact.** The Project is not within the vicinity of a private airstrip and, therefore, would not result in a safety hazard for people residing or working in the Project area. The closest private airstrips or heliports are the Los Altos Food Products heliport approximately 0.5 miles southeast of the Project site and the City of Industry Civic Financial Center heliport approximately 3 miles also southeast of the Project site. The





Project would not result in a safety hazard due to its proximity to a private airstrip or heliport in the area.

- g) Less Than Significant Impact.** Activities associated with the proposed Project would not impede existing emergency response plans for the Project site and/or other land uses in the Project vicinity and would fully comply with the Los Angeles County Operational Area Emergency Response Plan. The proposed Project is located in a fully developed area of the City with all services available, including water service and fire protection and police protection services. The Project will utilize the existing street system for access and circulation. The site plan shows two points of access to the site, one on the north side of the property and one on the south side, both with ingress/egress to Temple Avenue. There are three (3) existing fire hydrants on-site, one in the northeast corner of the property, and two (2) at the entrance on the north side. There is one (1) existing fire hydrant on the sidewalk outside the property fence on Temple Avenue, directly in front of the existing main building. One (1) fire hydrant is proposed to be placed at the northwest corner of the freezer addition on the south side of the Project according to the Project site plan. Construction of the project will take place completely on-site and is not expected to result in local road closures, or disruption of emergency services to surrounding properties. The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, including the Los Angeles County Operational Area Emergency Response Plan.
- h) No Impact.** The Project site is located in a fully developed and urbanized area. Little vegetation exists in the area and no wildlands are in proximity to the property. The proposed Project, therefore, would not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. The Project site is not within a Fire Hazard Severity Zone according to Figure 17 of the City of Industry General Plan.

### **Mitigation Measures**

#### Mitigation:

#### **VIII (a,b)**

**HAZ-1:** Before any renovation can take place, the removal of ACBMs must include consulting services (design and monitoring), and the removal should be performed by a California licensed asbestos abatement contractor and according to all federal, state and local laws governing asbestos. If additional impacted suspect ACBM or ACCM are discovered during renovations, servicing or maintenance-related work for which there are no sample documentation/results, pursuing one of the following alternatives is recommended:

- Sample and analyze the discovered suspect material(s) to determine whether it contains asbestos; or
- Assume the material(s) to be asbestos-containing materials, quantify and remove on a unit cost basis.

**HAZ-2:** All work involving potential and identified Lead Based Paint (LBP)/Lead-Containing Surface Coating (LCSC) surfaces should be conducted in accordance with Title 8, California Code of Regulations, Section 1532.1; 29 CFR 1926.62; and AB 2784. When



performing lead-related construction activities, workers must be protected when exposed to levels above the current permissible exposure limit (PEL) of 50ug/cm<sup>2</sup>, regardless of the content in the lead paint.

**HAZ-3:** All fluorescent light ballasts must be checked prior to disposal to verify that they do not contain Polychlorinated Biphenyls (PCBs). Compliance with all applicable local state and regional rules and regulations regarding PCBs is recommended with regard to the handling and disposal of ballasts from fluorescent light fixtures.

**HAZ-4:** In addition to the possibility of PCBs in fluorescent light ballasts as mentioned above, general household cleaning chemical containers were observed at the time of the site visit. A large refrigeration unit containing Freon was observed on the north side of the Property. Prior to disposal, these hazardous materials, which are identified in Section 4.0 of the Hazardous Materials Survey performed by Hillman, should be properly profiled and disposed of in accordance with state and federal regulations. This will reduce any impact to a less than significant level.

Monitoring: Please refer to Table 3-5. Mitigation Monitoring and Reporting Program (located in Chapter 3) for a complete description.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIX. Hydrology and Water Quality – Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>





d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on – or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- San Gabriel Water Company
- Phase I Environmental Site Assessment, Hillmann Consulting, January 4, 2018
- P-WQMP/Low Impact Development (LID) Plan, Quartech Consultants Inc, August 9, 2017
- FEMA Flood Map Service Center search

Findings of Fact:

Water Resources

The City of Industry lies within the San Gabriel River Watershed, which drains to the Pacific Ocean through the San Gabriel River, including numerous storm drainage structures and the Walnut and San Jose Creeks in or near the City. The watershed in Los Angeles County is



under the authority of the Los Angeles Regional Water Quality Control Board (RWQCB). The County of Los Angeles Department of Public Works leads the planning and implementation of the San Gabriel River Watershed. The primary receiving water body is San Jose Creek. The San Gabriel Basin aquifer, which encompasses approximately 170 square miles, is the primary groundwater and drinking water source for the San Gabriel Valley.

The San Gabriel Valley (Area 2) Superfund Site is an area of groundwater contamination which encompasses the property that is the site of the Project. However, considering that remediation is currently on-going and that the San Gabriel Valley (Area 2) Superfund Site encompasses the property, these listings are considered a REC in connection with the property. Considering that the property was not identified as a Potentially Responsible Party, no further actions or investigations are warranted at this time.

### Flood Zones

The Project site is located in a FEMA Flood Zone X according to FEMA Flood Hazard map 06037C1700F, which is described as an area determined to be outside of the 100- and 500-year floodplains with a minimal flood hazard. According to the City of Industry General Plan, Figure 16 "Dam Inundation Hazards" map, the Project site is also located within two Dam inundation areas; the Santa Fe Dam and the Puddingstone Dam. In the event of a dam failure, the Project site is within the 90-minute warning zone for the Santa Fe Dam and 2.5-hour warning zone for the Puddingstone Dam according to Figure 16.

### Water Quality

The Preliminary Low Impact Development ("LID") Plan was reviewed and approved by a City of Industry Engineer through March, 2019. The LID Plan complies with the standard BMP requirements set forth by the Los Angeles Regional Water Quality Control Board. This plan is included as Appendix E to this IS/MND.

### **Discussion of Impacts**

a) **Less Than Significant Impact.** According to the Low Impact Development Plan (LID) prepared by Quartech Consultants, August 9, 2017, the project is considered a redevelopment project and as such a "Designated Project". All Designated Projects must retain 100 percent of the Stormwater Quality Design Volume (SWQDv) on-site through infiltration, evapotranspiration, stormwater runoff harvest and use, or a combination thereof unless it is demonstrated that it is technically infeasible to do so. To meet these requirements, the Project must:

- Conduct site assessment and identify design considerations, including the feasibility of on-site infiltration,
- Apply site-specific source control measures,
- Calculate Stormwater Quality Design Volume,
- Implement stormwater quality control measures
- Develop a maintenance plan

The Project will implement a Water Quality Management (WQMP)/LID Plan ensuring that the Project will not violate any water quality standards or waste discharge requirements. In order to comply with the New Development and Redevelopment Standards of the Los Angeles County Municipal NPDES Permit (MS4 Permit), a LID Plan prepared by QCI has been provided in order to determine the best capability of the





Project to use BMPs to manage and capture stormwater runoff. With the implementation of the Stormwater Quality Control Measures outlined in the Plan, the volume of stormwater runoff and potential pollution loads in stormwater runoff will be reduced to the maximum extent possible. A less than significant impact can be expected.

- b) **Less Than Significant Impact.** The Project will not result in increased impervious areas. The Project site is 95% developed with impervious surfaces currently (parking areas, structures), and proposes to re-pave areas of the parking lot and replace currently paved surfaces with the proposed freezer additions. Groundwater in the site vicinity is reported by Los Angeles County Public Works Hydrologic Records to likely be encountered at a depth of approximately 54 feet below ground surface; however, the flow direction is unknown. It should be noted that the flow direction and depth of groundwater may be influenced by rainfall, and local groundwater pumping operations. It should also be noted that shallower, unreported, perched groundwater zones may occur in the immediate site vicinity. Storm water discharge across the site appears to flow towards the west. The direction and destination of storm water discharge does not appear to be a source of environmental concern to the subject site. Historical flows will be maintained and the Project will not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.
- c) **No Impact.** The Project will not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site. There were no waterways, wetlands, pits, lagoons, or ponds seen to currently or previously exist on the subject site according to the Phase I ESA prepared by Hillman Consulting.
- d) **Less Than Significant Impact.** The Project will not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. There were no waterways, wetlands, pits, lagoons, or ponds seen to currently or previously exist on the subject site. As mentioned, 95% of the subject site is currently paved or covered by structures. No additional impervious surfaces are being proposed; thus, there would not be an increase in surface runoff that could result in flooding on or off-site.
- e) **Less Than Significant Impact.** The developer will prepare and process grading and drainage plans to be reviewed and approved by the City, ensuring that the Project will not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. No additional impervious surfaces are being proposed; thus, there would not be an increase in surface runoff. With the implementation of the Stormwater Quality Control Measures outlined in the LID Plan, the volume of stormwater runoff and potential pollution loads in stormwater runoff will be reduced to maximum extent possible.
- f) **Less Than Significant Impact.** The Project will implement a WQMP/LID Plan that will ensure that the Project will not substantially degrade water quality. As part of the LID Plan, and implementation of included source control measures, stormwater runoff and potential pollution loads in stormwater runoff will be treated with a proposed biofiltration system to prevent pollutants from entering storm drains as well as degradation of water quality.
- g) **Less Than Significant Impact.** According to Figure 15, "FEMA Flood Hazards" map, in the City of Industry General Plan, and FEMA Flood Hazard Map 06037C1700F, the





Project area is located within Zone X per FEMA Flood Zones. Zone X refers to areas that have been determined to be outside the 100- and 500- year flood plains with minimal flood hazard. In addition, the Project is not proposing housing. Therefore, the Project will have a less than significant impact.

- h) **Less Than Significant Impact.** According to Figure 15, "FEMA Flood Hazards" map, in the City of Industry General Plan, and FEMA Flood Hazard Map 06037C1700F, the Project area is located within Zone X per FEMA Flood Zones. Zone X refers to areas that have been determined to be outside the 100- and 500- year flood plains with a minimal flood hazard.
- i) **Less Than Significant Impact.** Although the Project is located in two dam inundation areas for the Santa Fe and Puddingstone Dam, in the event of a dam failure, the Project site is within the 90-minute warning zone for the Sante Fe Dam and 2.5-hour warning zone for the Puddingstone Dam according to Figure 16, "Dam Inundation Hazards" map, in the City of Industry General Plan. It is therefore not expected that the Project will expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.
- j) **Less Than Significant Impact.** The Project site is within a Dam Inundation Hazard Zone, with the possibility of inundation from reservoir water in the event of a dam failure. In the event of a dam failure, the Project site is within the 90-minute warning zone for the Sante Fe Dam and 2.5-hour warning period for the Puddingstone Dam, according to Figure 16, "Dam Inundation Hazards" map, in the City of Industry General Plan. The site is not in an area that would be subject to seiche, tsunamis, or mudflows due to the subject site's lack of directly adjacent bodies of water that could be the source of a seiche, distance from the shoreline in the event of a tsunami, or proximity to areas prone to landslides that could create mudflows.

**Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>X. Land Use and Planning – Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- City of Industry Zoning Map

Findings of Fact: The proposed Project consists of the expansion of an existing warehouse in an industrially zoned area, surrounded by industrial zones and employment land uses. According to the City's General Plan, the maximum floor area ratio (FAR) for employment land uses is 0.5. The FAR for the proposed Project use increases from approximately 0.26 to 0.37, which does not exceed the maximum FAR for employment land uses.

These uses are consistent with the City's role as an employment and commercial hub for surrounding areas. Due to safety concerns related to the inherent traffic, noise, and odors associated with business and employment land uses, the City of Industry discourages the development of new housing and limits housing to existing residences and replacement housing. In addition, there are no areas of biological or habitat significance within the City and consequently there are no open space conservation areas designated for preservation of natural resources.

**Discussion of Impacts**

- a) **No Impact.** The proposed Project expands upon an already developed area within industrial zoning and employment uses. The Project does not impact any of the few existing residential areas in the City, and therefore will have no impact on dividing an established community.
- b) **No Impact.** The proposed Project is consistent with the City of Industry's General Plan land use designations, and City of Industry zoning map which allows for industrial enterprises similar to that proposed by the applicant. The Project does not conflict with Los Angeles County Building Code, or any land use plan, policy, or regulation of other agencies or jurisdictions and will be conditioned.
- c) **No Impact.** There are no areas within the City of Industry or within the Project vicinity that are designated as a conservation habitat or subject to a natural community conservation plan. Therefore, the Project will have no impact.

**Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.





	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XI. Mineral Resources – Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Project Impacts and Mitigation Measures

#### Sources:

- City of Industry General Plan, 2014
- California Geological Survey

Findings of Fact: The City of Industry does not designate any land uses within the City for mineral resources nor does the City delineate any resource recovery sites. The Project site has a General Plan land use designation of Employment and is zoned Industrial (I). According to the California Geological Survey and the State Mining and Geology Board, no areas within the City of Industry are designated as mineral areas. Furthermore, the Project site is already developed.

#### Discussion of Impacts

- a) **No Impact.** The Project site is not designated as an area of known mineral resource according to the City's General Plan or the California Geological Survey. Therefore, the Project would have no impact on the availability of known mineral resources that would be of value to the region and the residents of the state.
- b) **No Impact.** There are no mineral resource recovery sites delineated with the City boundaries, Project vicinity or surrounding areas. Therefore, the proposed Project would not result in the loss of availability of locally important mineral resources and would therefore have no impact.

#### Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.





	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XII. Noise</b> – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Project Impacts and Mitigation Measures

#### Sources:

- City of Industry General Plan, 2014
- Los Angeles County General Plan Update Interactive Map (GP-NET)
- Construction Noise Handbook; Chapter 9.0 "Construction Equipment Noise Levels and Ranges" Table 9.1, Federal Highway Administration

**Findings of Fact:** As a city primarily devoted to commercial and industrial uses, the City of Industry is impacted by a variety of existing noise sources directly connected with commerce. For the Project site, a primary noise source is vehicular traffic from surrounding roadways. The Project site is located on the west side of Temple Avenue, with Interstate-605 located



approximately 0.15 miles to the west and Interstate-10 approximately 0.50 miles northeast of the Project site.

Two rail lines are located within the near vicinity of the Project site: the Union Pacific Rail Line, which runs approximately 0.15 miles east of Temple Avenue and the Project site, and the Metrolink San Bernardino Line and Union Pacific rail lines, which run parallel to N. Baldwin Park Boulevard and along Railroad Avenue, approximately 0.30 miles south of the Project site. In addition, Valley Boulevard to the south coincides with the Metro bus service line. Both Temple Avenue and Valley Boulevard are considered major highways per the City's Roadway Classification Plan.

According to the City's General Plan Noise Element and EIR Noise Chapter for roadways and freeways, the Project site falls within two Noise Contour areas: 70dBA CNEL and 65dBA CNEL (refer to Figure 2-8). The half portion of the Project site nearest Interstate 605 falls within the 70dBA CNEL area while the remaining eastern portion falls within the 65dBA CNEL area. According to Figure 2-7 of the City's General Plan (included below for reference), the normally acceptable community noise equivalent level (CNEL) for business land uses is within the 50–70 CNEL (dBA) range. The conditionally acceptable CNEL for business land uses is 67.5–77.5 CNEL, with the normally unacceptable range starting at 75 CNEL. It is not anticipated that the noise increases from the proposed Project including traffic, construction and operations will generate noise levels in excess of the standards established in the general plan. According to the Construction Noise handbook, prepared by the Federal Highway Administration, at a distance of 50 feet some heavy construction equipment can produce noise levels above 80 A-weighted decibels (dBA). However, in this case, the closest sensitive receptors are over a quarter mile from the Project site and therefore would not be impacted by the temporary construction activity. Similarly, as construction can cause temporary ground borne vibration that may be perceptible to humans, the distance between the Project site and any sensitive receptors is great enough so that any perceived vibration from construction equipment would be less than significant, as vibration drops off rapidly with distance.





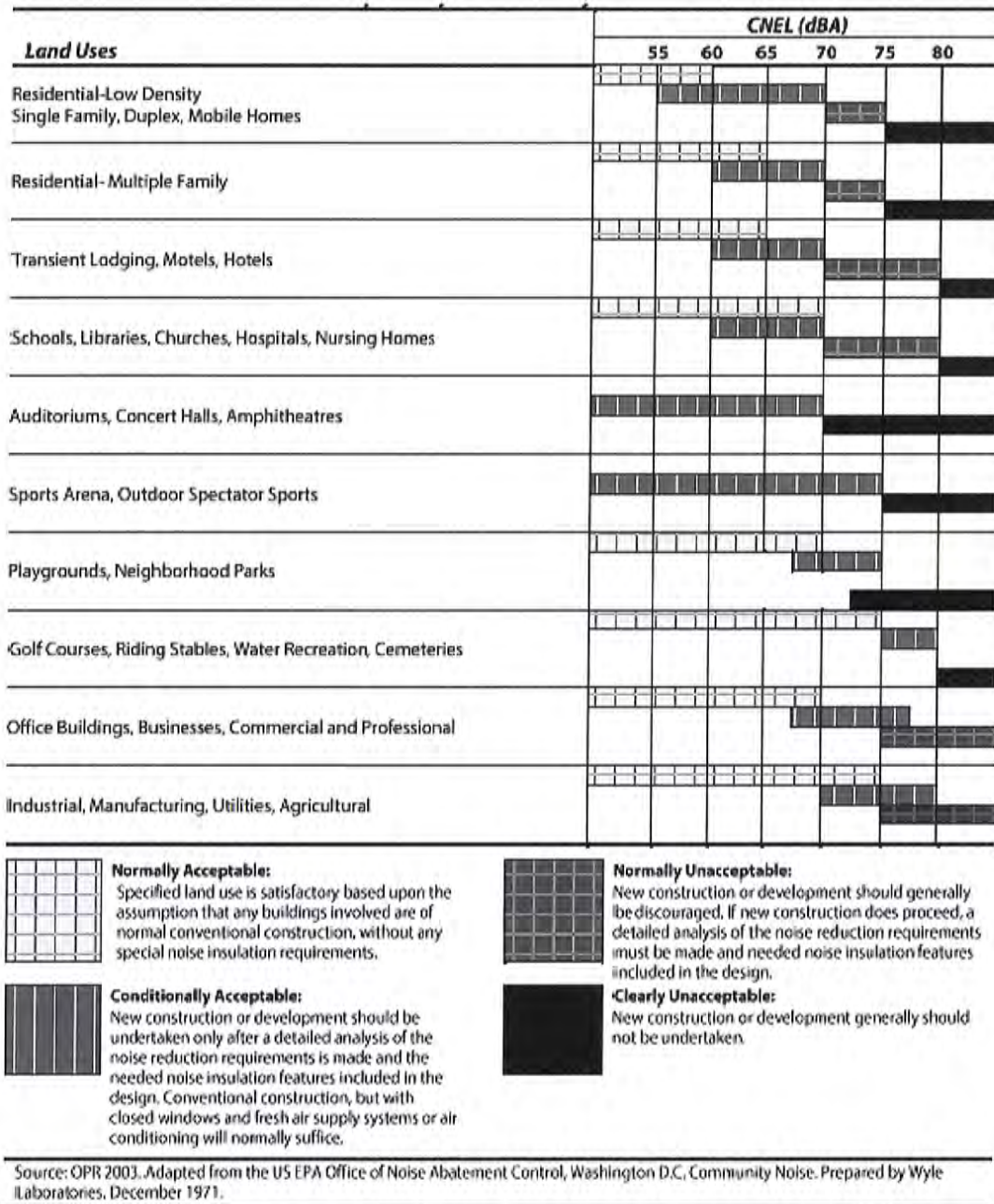
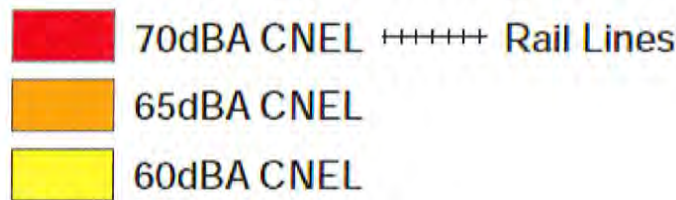


Figure 2-7. Land Use Compatibility for Community Noise Environment





Source: City of Industry General Plan 2014, Figure 18

Figure 2-8. Noise Contours

### Discussion of Impacts

- a) **Less Than Significant Impact.** The increase in noise from the proposed Project, including traffic, construction and operations, is considered less than significant, based upon the scope and intensity of the proposed additions. According to the Construction Noise handbook, prepared by the Federal Highway Administration, at a distance of 50 feet some heavy construction equipment can produce noise levels above 80 dBA. However, with the closest sensitive receptors being more than a half a mile from the Project site, there would be a less than significant impact. The Project will not result in exposure of persons to or generation of noise levels in excess of standards established in the general plan or noise ordinance, or applicable standards of other agencies.
- b) **Less Than Significant Impact.** No groundborne vibration impacts are expected from construction and operation of the proposed Project. The Project will not expose persons to or generate excessive groundborne vibration or groundborne noise levels. The closest sensitive receptors are more than a quarter mile away and would not be impacted by typical construction equipment usage. When measured at 50 feet, some heavy construction equipment can cause excessive noise and/or vibration. However, due to the proximity of any sensitive receptors to the Project site, a less than significant impact can be expected.
- c, d) **Less Than Significant Impact.** The Project site will have a temporary increase in





ambient noise levels during construction. However, these levels will not be permanent increases to a substantial degree. In addition, construction activities will occur during the typical 7 am to 7 pm time frame. There are no sensitive receptors such as schools, churches, or residential developments within a quarter mile of the Project site. Therefore, the Project will have less than a significant impact.

**e, f) No Impact.** The Project location is not located within an airport land use plan, within two miles of a public airport or within the vicinity of a private airstrip. The closest private heliports are the Los Altos Food Products heliport approximately 0.5 miles southeast of the Project site and the City of Industry Civic Financial Center heliport approximately 3 miles southeast of the Project site. The nature of the proposed use and on-site activity of the proposed Project will not negatively impact the use of either of the heliports that are in close proximity to the Project, nor would the proximity to the heliports expose people working on the Project site to excessive noise levels. The closest public airports are El Monte Airport approximately 3 miles northwest, and Fullerton Municipal Airport approximately 13 miles south of the Project site. Major Airports within 25 miles of the Project site include Los Angeles International (25 miles west), Ontario International (23 miles east) and Long Beach Airport (20 miles south). No impacts to airports due to implementation of the Project will occur.

**Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIII. Population and Housing – Would the project:</b>				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- Submitted Application Materials, Wei-Chuan



Findings of Fact: The proposed Project consists of the expansion of an existing warehouse in an industrially zoned area surrounded by industrial zones and employment land uses. These uses are consistent with the City's role as an employment and commercial hub for surrounding areas. Due to safety concerns related to the inherent traffic, noise, and odors associated with business and employment land uses, the City of Industry discourages the development of new housing and limits housing to existing residences and replacement housing.

**Discussion of Impacts**

- a) **Less Than Significant Impact.** Although the Project expansion would generate new sources of employment – approximately 50 jobs – it is not anticipated that these additional jobs will increase the local population to induce substantial population growth in the area either directly or indirectly. Existing infrastructure is expected to serve the needs of the warehouse expansion and subsequent office space growth. The City of Industry General Plan Section 1.5.1 *A Hub for Regional Business and Employment* indicates that 70% of people working in the City live in the nearby communities of the East San Gabriel Valley, South San Gabriel Valley, Upper San Gabriel Valley, and Whittier. Given this information, the proposed Project will have a less than significant impact on population growth within the City of Industry.
- b, c) **No Impact.** The proposed Project is consistent with the surrounding employment uses and consists of the expansion of an existing warehouse. Therefore, the proposed Project will have no impact on displacing existing housing or people.

**Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIV. Public Services</b> – Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>





## Project Impacts and Mitigation Measures

### Sources:

- City of Industry General Plan, 2014
- Los Angeles County GIS Data Portal Board of Education (BOE) School Districts, 2011
- Submitted Application Materials, Wei-Chuan

Findings of Fact: The City of Industry is served by Battalion 12 of the Los Angeles County Fire Department. Three fire stations are within the City: Fire Station No. 43 on Stimson Ave, Fire Station No. 87 on 2nd Ave., and Fire Station No. 118 on Gale Ave. The City is also served by stations in neighboring communities via mutual aid agreements. The nearest fire station is Station No. 87 at 140 S. 2nd Ave., located approximately 1.1 miles southeast of the Project site.

The City of Industry is served by the Los Angeles County Sheriff's Department. The Industry Sheriff's Station is located at 150 N. Hudson Ave, approximately 3.8 miles southwest of the Project site.

The Project site is located within the boundaries of the Basset Unified School District, which provides public school facilities to accommodate students. The nearest schools are Torch Middle School, located approximately 1.1 miles northeast of the Project site, and Madrid Middle School, located approximately 1.5 miles northwest of the Project site in the neighboring El Monte Union High School District.

As a largely developed, business-oriented city with a limited population, the City of Industry does not serve the recreational needs of a residential base. The City does not have a department devoted exclusively to recreation and does not maintain developed "parks" in a traditional sense. The City has approximately 790 acres of land designated for recreation and open space, primarily consisting of private golf courses and a former Duck Farm property.

### **Discussion of Impacts**

- a) Less Than Significant Impact.** Los Angeles County Fire Department will continue to provide fire protection and emergency medical services to the Project site as well as to the surrounding community. Based on the relatively small size of the freezer addition and the creation of approximately 50 jobs, the proposed Project will result in an incremental increase in demand for said services but not to a significant degree. The Project would not result in the need for construction of new fire protection facilities.
- b) Less Than Significant Impact.** Los Angeles County Sheriff's Department will continue to provide police protection services to the Project site and surrounding community. Based on the relatively small size of the freezer addition and the creation of approximately 50 jobs, the proposed Project will result in an increase in demand for police protection services but not to a significant degree. The Project will not result in the need for construction of new police protection facilities.
- c) No Impact.** The proposed Project does not include residential development, does not generate students, and does not increase demand on local schools. Schools and educational facilities will not be impacted as a result of the implementation of the proposed Project.
- d-e) Less Than Significant Impact.** The expansion of the existing warehouse on the Project site is not expected to impact local recreational areas. The City of Industry does not serve the recreational needs of a residential base and does not have traditional parks.



The recreational areas that do exist, including two private golf courses, and flood control facilities that are considered open space, will not be impacted by the Project development. The Project is expected to create 50 jobs. The City of Industry General Plan Section 1.5.1 *A Hub for Regional Business and Employment* indicates that 70% of people working in the City live in the nearby communities of the East San Gabriel Valley, South San Gabriel Valley, Upper San Gabriel Valley, and Whittier. With 50 projected total employees who may or may not reside within the City of Industry, an increased demand on existing recreational or other public facilities will be less than significant.

**Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XV. Recreation</b>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- City of Industry General Plan, 2014
- California Government Code § 66477
- Submitted Application Materials, Wei-Chuan

Findings of Fact: The City of Industry does not maintain traditional parks. According to the City's General Plan, the Homestead Museum and school areas serve and represent recreational areas for the City and are designated as institutional uses on the City land use plan. The Project site is located over 4.0 miles from the Homestead Museum and 1.1 miles and 1.5 miles respectively from the two nearest middle schools (Torch Middle School and Madrid Middle School).

Although the freezer addition is expected to provide additional employment of approximately 50 jobs for the area, it is not anticipated that these additional jobs will result in the need for additional recreational spaces. According to the City of Industry General Plan Section 3.2.3 *Open Space*





*and Recreation Resources*, "As a largely developed, business-oriented City with a limited population, the City of Industry does not serve the recreational needs of a residential base." There are approximately 887 acres of open space including two private golf courses, and flood control facilities. The City has no lands designated as open space for the purposes of managed production resources. Also, commercial land uses are not subject to the Quimby Act (California Government Code § 66477), which requires developers to provide a percentage of open space with development projects.

### **Discussion of Impacts**

**a, b) No Impact.** The proposed Project consists of the expansion of an existing warehouse in an industrial area. The Project would not increase the use of existing neighborhood or regional parks or other recreational facilities, nor will it require the construction or expansion of recreational facilities. The City has no lands designated as open space for the purposes of managed production resources and is not subject to the Quimby act. The Project will have no impact.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVI. Transportation/Traffic</b> – Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, considering all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transits.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in change in the air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decreases the performance of safety of such facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Project Impacts and Mitigation Measures

#### Sources:

- City of Industry General Plan, 2014



City of Industry  
Warehouse and Freezer Addition  
Initial Study/Mitigated Negative Declaration  
September 2018



- Traffic Impact Assessment Letter, Transportation & Energy Solutions, Inc., March 28, 2018
- Fire Apparatus Manufacturers Association (FAMA) TC009-1 *Emergency Vehicle Size and Weight Guide*.

Findings of Fact: The Project site is comprised of warehouse and administrative offices and will be used for the storage and distribution of frozen foods and dry foods by WEI-CHUAN U.S.A., Inc., a seller and distributor of such foods. The site is comprised of: 29,654 sq. ft. of warehouse and storage space and 9880 sq. ft. of office use (1st floor and mezzanine). Another 14,545 sq. ft. of freezer warehouse will be added, bringing the maximum total to 54,079 sq. ft. of warehouse and ancillary office use. The warehouse is located at 13031 Temple Avenue in the City of Industry, and its main entrance (Entrance 1) is located across Temple Avenue and aligns with that of another large warehouse. Temple Avenue is a 55 ft. 4-lane arterial, with a painted two-way turn lane in the center. Entrance 1 is only one third of a mile from the intersection of Valley Boulevard and Temple Avenue and is 55'-4" wide. The second entrance (Entrance 2) is about 265 ft. north-east from the first but is narrower at 33'-2". Both entrances allow for ingress and egress, but Entrance 1 can accommodate all trucks including semi-trailers, while Entrance 2 can only accommodate smaller trucks. Both entrances allow access to all points within the site, including all parking.

The on-ramps (for outgoing trips) for I-605 north and south are both accessible from Temple Avenue, before reaching the intersection of Valley Boulevard driving south from the site. The truck trips and majority of the other vehicular trips would access the site from the I-605 freeway. This would keep the outgoing trucks and autos from this site traveling to the freeway off of the intersection at Valley Boulevard. For the incoming vehicles from the freeway, the trips from the I-605 southbound would enter from the off-ramp on Valley Boulevard, travel east and turn left on Temple Avenue. Trips from the I-605 northbound would enter directly onto Temple Avenue from the south side of Valley Boulevard. It may be assumed that a small percentage (less than 10%) of non-truck traffic would use Valley Boulevard to access the site and not the freeway, based on the interview with the applicant.

The site plan allows for 68 standard, 4 accessible, and 18 compact parking stalls. Hence, it meets the required minimum number of accessible stalls (4) and total stalls (89) for the site. It will also have 8 designated stalls for clean air or carpool vans and 5 bike stalls. All stalls are accessible from either entrance.

Based on the information provided at the applicant interview, the site will own and operate a maximum of five trucks. Two of these will be semi-trailer trucks (53 ft.) and three of these will non-semi (26 ft.). There may also be other trucks (not owned by this business) which will access the site during the day that are not included in this analysis. When operating at full capacity in 2 to 5 years, the following trucks trips are estimated to occur:

- Weekday AM Peak (7 am to 9 am): 4 out and 2 in
- Weekday PM Peak (3:30 pm to 5:30 pm): 5 in and 2 out
- Weekday total trips (7 am to 5:30 pm): 20 in and 20 out, spread out through the day
- Saturday - half day: 2 in and 2 out

## Discussion of Impacts

**a,b) Less than Significant Impact.** Implementation of the Project would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, considering all modes of transportation,





including mass transit and non-motorized travel, and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit. Also, the Project would not conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other established standards.

According to the traffic assessment prepared by TES, with 4 trucks exiting and 2 entering in the AM peak, and 5 trucks entering and 2 exiting in the PM peak, it can be concluded that any impact on the adjacent roadway system would be insignificant. The site will have a total of 20 trips in and 20 trips out each week day, spread out evenly during the day.

Also, a preliminary analysis of passenger vehicles/employee trips was conducted for this traffic impact assessment letter. It is estimated that 43 vehicles will enter the site in the AM peak and 43 vehicles will exit the site in the PM peak. This number may be lowered if the site employs fewer personnel or uses ridesharing vanpooling strategies. Ninety percent of these auto trips (or approximately 39 trips) are expected to use the I-605 freeway. The distribution of these trips (or split) going north and south on the freeway is estimated to be 50%. Since the number of peak period trips are low, Level of Service (LOS) impacts to adjacent intersections are anticipated to be insignificant.

- c) **Less than Significant Impact.** The Project is not in close proximity to an airstrip and would not result in a change in the air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks. The closest Heliports are the Los Altos Food Products heliport approximately 0.5 miles southeast of the Project site and the City of Industry Civic Financial Center heliport approximately 3 miles also southeast of the Project site. The closest airstrips are El Monte Airport approximately 3 miles northwest, and Fullerton Municipal Airport approximately 13 miles south of the Project site. Major Airports within 25 miles of the Project site include Los Angeles International (25 miles west), Ontario International (23 miles east) and Long Beach Airport (20 miles south). Based on the nature of the proposed Project and insignificant traffic expected to be generated by its implementation, there would be a less than significant impact to air traffic patterns and would not pose a substantial safety risk.
- d) **Less than Significant Impact.** Implementation of the Project would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses. The parking area is currently paved and has been in use during previous ownership. There is no proposed redesign of the parking lot except for the additional spaces as required by the increase in square footage of the additional building footprint.
- e) **Less than Significant Impact.** The site plan for the proposed Project shows two (2) entrances onto the site. Entrance 1 is located across Temple Avenue and aligns with that of another large warehouse. Temple Avenue is a 55 ft. 4-lane arterial, with a painted two-way turn lane in the center. Entrance 1 is only one third of a mile from the intersection of Valley Boulevard and Temple Avenue and is 55'-4" wide. The second entrance (Entrance 2) is about 265 ft. north-east from the first but is narrower at 33'-2". Both entrances allow for ingress and egress, but Entrance 1 can accommodate all trucks including semi-trailers, while Entrance 2 can only accommodate smaller trucks. Both entrances would be able to accommodate traditional fire apparatus allowing for





adequate emergency access according to the Fire Apparatus Manufacturers Association (FAMA) Emergency Vehicle Size and Weight Guide.

- f) **Less than Significant Impact.** The site plan allows for 68 standard, 4 accessible, and 18 compact parking stalls. Hence, it meets the required minimum number of accessible stalls (4) and total stalls (89) for the site. It will also have 8 designated stalls for clean air or carpool vans and 5 bike stalls. All stalls are accessible from either entrance. However, semi-trailers will have to use Entrance 1.
- g) **Less than Significant Impact.** The Project consists of redevelopment of an existing warehouse building on a site that includes existing sidewalks on Temple Avenue. There are no bike lanes existing or proposed for Temple Avenue adjacent to the site or in the general vicinity of the site associated with the Project. Implementation of the Project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance of safety of such facilities. As there will only be four trucks exiting and two entering in the AM peak, and five trucks entering and two exiting in the PM peak, it can be concluded that any impact on the adjacent roadway system would be insignificant. The site will have a total of 20 trips in and 20 trips out each week day, spread out evenly during the day.

A preliminary analysis of passenger vehicles/employee trips was conducted for this letter. It is estimated that 43 vehicles will enter the site in the AM peak and 43 vehicles will exit the site in the PM peak. This number may be lowered if the site employs less personnel or uses ridesharing vanpooling strategies. 90% of these auto trips (or approximately 39 trips) is expected to use the I-605 freeway. The distribution of these trips or (or split) going north and south on the freeway is estimated to be 50%. Since the number of peak period trips are low, Level of Service (LOS) impacts to adjacent intersections are anticipated to be insignificant. This is expected to be consistent with the City of Industry General Plan Circulation Element Section 2.3: Performance Standards.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVII. Tribal Cultural Resources</b> – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Project Impacts and Mitigation Measures**

Sources:

- Letter of Notification to Mr. Andrew Salas, Chairman, Gabrieleño Band of Mission Indians – Kizh Nation, December 22, 2017
- City of Industry General Plan, 2014
- Public Resources Code section 5024.1

Findings of Fact: The Lead Agency commenced the AB 52 process by sending out letters of notification to the Gabrieleño Band of Mission Indians – Kizh Nation on December 22, 2017. No response was received during the 30-day comment period. The proposed freezer additions will be placed in areas that are currently paved. Disturbance will be limited to the removal of the paved surfaces and installation of the foundation for the proposed buildings.

**Discussion of Impacts**

- a) **No Impact.** No tribal cultural resources that are listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), have been identified or associated with the Project site.
- b) **No Impact.** The Project does not contain any known resources determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section





5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

**Mitigation Measures**

Mitigation: No mitigation required

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XVIII. Utilities and Service Systems – Would the project:</b>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



#### Sources:

- City of Industry General Plan, Figure 10.
- City of Industry General Plan, Chapter 3.0 *Resource Management Element*.
- Submitted Application Materials, Wei-Chuan
- P-WQMP/Low Impact Development (LID) Plan, Quartech Consultants Inc, August 9, 2017

#### Findings of Fact:

##### Wastewater Treatment

*Wastewater Ordinance* - The Sanitation Districts' Wastewater Ordinance requires any business that desires to discharge industrial wastewater to the Districts' sewage system to first obtain an industrial wastewater discharge permit.

##### Domestic Water

The San Gabriel Valley Water Company provides potable and domestic water to the Project area. The company utilizes locally-produced groundwater from 31 wells located in the Main San Gabriel Groundwater Basin and from 4 wells located in the Central Groundwater Basin. The company also has the ability to deliver imported water through a connection with the Metropolitan Water District of Southern California, as well as emergency interconnections with several surrounding water agencies to ensure the reliability of its water supply.

##### Solid Waste

Sewage disposal services are provided via the municipal sewer system. Assembly Bill (AB) 939, the Integrated Waste Management Act, requires that every California city divert 50 percent of its waste from landfills by the year 2000, and the City is meeting or exceeding these requirements.

#### **Discussion of Impacts:**

- Less Than Significant Impact.** The proposed Project will not result in a substantial increase in wastewater generation which would include but is not limited to condensation of AC units, rainwater from roof drains, condensation from refrigerator and freezer units. The Project will comply with all applicable wastewater treatment requirements of the Los Angeles County Regional Water Quality Control Board (Region # 4), and the City of Industry Sanitation Districts Wastewater Ordinance as described in the City of Industry General Plan Section 3.2.1 *Water Resources*.
- No Impact.** Due to the nature of the proposed Project, expansion of water and wastewater facilities would not be necessary. According to the City of Industry General Plan Section 3.2.1 *Water Resources*, the six separate water agencies that serve the City have reported water supplies in excess of projected water demands over the 2015-2035 period that will satisfy the projected water demand to accommodate the forecast increased usage for the future buildout of the land use plan.
- Less Than Significant Impact.** The applicant will be responsible for all necessary and appropriate drainage improvements, as reviewed and approved by the City of Industry.
- Less Than Significant Impact.** Water usage requirements for the proposed Project are minimal. Water demand would include but is not limited to include condensation of AC units, rainwater from roof drains, and condensation from refrigerator and freezer units. The six separate water agencies that serve the city including the San Gabriel Valley Water Company which serves the Project site have reported water supplies in excess of projected





water demands over the 2015-2035 period. Development and connection fees as applicable will be paid by the applicant.

- e) **Less than Significant Impact.** Wastewater treatment facilities with adequate capacity exist to serve the proposed Project. The nearest facility is the San Jose Creek Water Reclamation Plant (San Jose Creek WRP) approximately 2.0 miles south of the Project site. The San Jose Creek WRP provides primary, secondary and tertiary treatment for over 100 million gallons of wastewater per day. The San Jose Creek WRP serves approximately 100 million people. Approximately 42 million gallons per day are reused at over 130 different reuse sites, including groundwater recharge and irrigation of parks, schools, and greenbelts. The remainder is discharged into the San Gabriel River. Impacts from the proposed Project would be less than significant.
- f) **Less Than Significant Impact.** The amount of solid waste generated by the proposed Project will be negligible and for commercial facilities can include but is not limited to plastics, food waste, metals, paper, glass, wood, and cardboard. Current landfill facilities have sufficient capacity to serve the Project. The nearest landfill to the Project site is the Puente Hills Landfill approximately 2.0 miles south but has been closed since 2013. Other Sanitation Districts' facilities including the Puente Hills Materials Recovery facility (MRF), Downey area Recycling and Transfer Facility, South Gate Transfer Station, Commerce Refuse-to-Energy Facility, and the Southeast Resource and Recovery Facility are open and available to meet the waste demands of business and communities in the region.
- g) **Less than Significant Impact.** The Project will comply with all applicable federal, state and local statutes and regulations related to solid waste. Including the National Pollutant Discharge Elimination System (NPDES) permit program, the City of Industry Sanitation District Wastewater Ordinance. Stormwater Quality Control Measures such as best management practices (BMPs) help to filter out pollutants and/or prevent pollution from entering storm drain systems and receiving waters. As described in the LID prepared by Quartech Consultants, source control measures are designed and utilized to prevent pollutants from contacting stormwater runoff or prevent discharge of contaminated stormwater runoff to the storm drain system. For this Project, biofiltration which uses living material to capture and biologically degrade pollutants will be used as the treatment BMP, and CDS inlet which is a technique that separates and traps trash, debris, sediment, and hydrocarbons from stormwater runoff will be used as a pre-treatment BMP. With proper implementation the Project will be in compliance with federal, state, and local statutes and regulations related to solid waste.

### **Mitigation Measures**

Mitigation: No mitigation required.

Monitoring: No monitoring required.



	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>XIX. Mandatory Findings of Significance</b>				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California History or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (Cumulatively considerable means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion of Impacts:**

a) **No Impact.** Neither the Project site nor its vicinity contain any threatened, endangered or special status species, nor do they contain habitats for special status species. Therefore, the Project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California History or prehistory. The Project area as well as the surrounding vicinity are in urban areas adjacent to two interstates and are utilized as paved and covered commercial/industrial sites. Approximately 95% of the property is covered by pavement and buildings, with the remaining 5% consisting of bare dirt and a remnant railroad spur. The vicinity of the property is also improved, primarily developed, and occupied by industrial structures. There are no biological or sensitive habitat areas of significance in the City of Industry, and consequently there is no open space designated solely for the preservation of natural resources nor any policies or plans at the local, regional, or state level for conservation purposes.





- b) **Less Than Significant Impact with Mitigation.** The proposed Project is an extension of an existing warehouse within a fully developed site that is approximately 95% covered by pavement and buildings. The Project vicinity is also developed and in an urban built out area that is designated for industrial and employment uses. Implementation of the Project, *i.e.*, the addition of freezers for the purposes of food storage, will not induce growth such that impacts will continue to accumulate. Resources such as Air Quality and GHG were shown not to have an impact on the surrounding area resulting from implementation of the Project during temporary construction or operation of the facility. Additionally, expected traffic generated by the Project was found to have a less than significant impact on the surrounding area as well. Measures to mitigate impacts to soils were addressed and with implementation, would reduce those impacts to less than significant. Similarly, measures to reduce impacts from hazardous materials have been addressed in relation to the handling of potential ACBMs, PCBs, and lead based paint as discussed in detail in section IV of this document. The Project area is heavily developed with industrial/commercial uses on adjacent properties. With consideration of reasonably foreseeable future projects, the development of this Project will not result in cumulatively considerable impacts.
- c) **Less Than Significant Impact.** The proposed Project will not result in environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. Mitigation measures described in the Cultural, Geology, and Hazardous Materials sections above that were determined to have possible significant impacts if unmitigated will be required to implement the respective mitigation measures listed in that section, restated in the Mitigation Monitoring Reporting Program found in Section 3.3, in order to reduce any impacts to a less than significant level.



## CHAPTER THREE – MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP)

Mitigation measures are included within each section of the initial study checklist and are provided below. Table 3-5: Mitigation Monitoring and Reporting Program outlines the potential impacts and mitigation measures of the proposed Project and assigns responsibility for the oversight of each mitigation measure. This Table shall be included in all bid documents and included as a part of the Project development.

**Table 3-5. Mitigation Monitoring and Reporting Program**

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
<b>Cultural Resources</b>				
V. Cultural Resources	<p><b>CUL-1:</b> If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, the property owner shall immediately advise the City of such and the City shall cause all further excavation or other disturbance of the affected area to immediately cease.</p>	City of Industry	During Excavation/ Construction	Less than Significant
<p><b>CUL-2:</b> In the event that paleontological resources are inadvertently discovered during ground disturbing activities, the qualified paleontologist shall document the discovery as appropriate, evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5.</p>				
<p><b>CUL-3:</b> If human remains are found, those remains would require proper treatment, in accordance with applicable laws. California Health &amp; Safety Code Sections 7050.5 through 7055 describe the general provisions regarding human remains, including the requirements if any human</p>				





Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	<p>remains are accidentally discovered during excavation of a site. As required by state law, the requirements and procedures set forth in Public Resources Code section 5097.98 would be implemented, including notification of the County Coroner, notification of the Redlands Police Department, notification of the Native American Heritage Commission and consultation with the individual identified by the Native American Heritage Commission to be the "most likely descendant." If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably suspected to overlie adjacent remains until the County Coroner has been notified, and the remains have been investigated and appropriate recommendations have been made for the treatment and disposition of the remains. This is existing law and a standard requirement to manage any accidental exposure of human remains.</p>			
<b>Geology and Soils</b>				
VI. Geology and Soils	<p><b>GEO-1:</b> Prior to grading, any existing vegetation, organic soil, trash, debris, over-sized materials (greater than 8 inches), and other deleterious materials within fill areas should be removed from the site. In addition, the following soil removal treatments are recommended:</p> <ul style="list-style-type: none"> <li>• Remove surficial soils to a depth of 4 feet below existing grade or two feet below the bottom of the footing, whichever is deeper.</li> <li>• Recommended removal should be extended at least 4 feet beyond building lies or to the limits of the existing building.</li> </ul>	City of Industry approved geotechnical engineer	Prior to start of construction	Less than Significant



Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	<ul style="list-style-type: none"> <li>• Existing near surface soils should also be removed at least two feet within the proposed driveway areas.</li> <li>• Soils exposed within areas approved for fill placement should be scarified to a depth of 6 inches, conditioned or near optimum moisture content, then compacted in-place to minimum project standards.</li> <li>• Fills should be compacted based on laboratory standard ASTM D-1557-12.</li> </ul>			
	<p><b>GEO-2:</b> All footings should be founded at a minimum depth of 24 inches below the lowest adjacent ground surface. All continuous footings should have at least two No. 4 reinforcing bars placed both at the top and two No. 4 reinforcing bar placed at the bottom of the footings.</p>	City of Industry-approved geotechnical engineer	Prior to start of construction	Less than Significant
	<p><b>GEO-3:</b> Concrete slabs should be a minimum of 4 inches thick and reinforced with a minimum of No. 3 reinforcing bar spaced 18-inches each way or its equivalent. All slab reinforcement should be supported to ensure proper positioning during placement of concrete. In addition, the concrete slab should comply with the requirements of the 2016 CalGreen Section 4.505.2.1.</p>	City of Industry-approved geotechnical engineer	Prior to start of construction	Less than Significant
	<p><b>GEO-4:</b> All trench excavations should conform to CAL-OSHA and local safety codes. All utility trenches backfill should be brought to near optimum moisture content and then compacted to obtain a minimum relative compaction of 90 percent of ASTM D-1557-12.</p>	City of Industry-approved geotechnical engineer	Prior to start of construction	Less than Significant





Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
<b>Hazards and Hazardous Materials</b>				
VIII. Hazards and Hazardous Materials	<p><b>HAZ-1:</b> Before any renovation can take place, the removal of asbestos-containing materials must include consulting services (design and monitoring), and the removal should be performed by a California licensed asbestos abatement contractor and according to all federal, state and local laws governing asbestos. If additional impacted suspect ACBM or ACCM are discovered during renovations, servicing or maintenance related work for which there are no sample documentation/results, the pursuing one of the following alternatives is recommended:</p> <ul style="list-style-type: none"> <li>• Sample and analyze the discovered suspect material(s) to determine whether it contains asbestos; or</li> <li>• Assume the material(s) to be asbestos-containing materials, quantify and remove on a unit cost basis.</li> </ul>	City of Industry-approved California licensed asbestos abatement contractor	Prior to Renovation	Less than Significant
	<p><b>HAZ-2:</b> All work involving potential and identified LBP/LCSC surfaces should be conducted in accordance with Title 8, California Code of Regulations, Section 1532.1; 29 CFR 1926.62; and AB 2784. When performing lead-related construction activities, workers must be protected when exposed to levels above the current permissible exposure limit (PEL) of 50ug/cm<sup>2</sup>, regardless of the content in the lead paint.</p>	City of Industry	During Construction	Less than Significant



Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	<p><b>HAZ-3:</b> All fluorescent light ballasts must be checked prior to disposal to verify that they do not contain Polychlorinated Biphenyls (PCBs). Compliance with all applicable local state and regional rules and regulations regarding PCBs is recommended with regard to the handling and disposal of ballasts from fluorescent light fixtures.</p>	City of Industry	Prior to Disposal of light fixtures	Less than Significant
	<p><b>HAZ-4:</b> In addition to the possibility of PCBs in fluorescent light ballasts as mentioned above, general house hold cleaning chemical containers were observed at the time of the site visit. A large refrigeration unit containing Freon was observed on the north side of the Property. Prior to disposal, these hazardous materials which are identified in Section 4.0 of the Hazardous Materials Survey performed by Hillman, should be properly profiled and disposed of in accordance with state and federal regulations. This will reduce any impact to a less than significant level.</p>	City of Industry	Prior to Disposal of Cleaning Chemical Containers	Less than Significant





**Exhibit G**

Resolution No. CC 2018-47

**[Attached]**

**RESOLUTION NO. CC 2018-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN  
NO. 17-6 FOR THE CONSTRUCTION OF A 14,545 SQUARE-  
FOOT ADDITION TO AN EXISTING INDUSTRIAL  
DEVELOPMENT, LOCATED AT 13031 TEMPLE AVENUE IN  
THE CITY OF INDUSTRY, CALIFORNIA**

**RECITALS**

**WHEREAS**, on September 12, 2017 Gilbert Lo representing Wei Chuan U.S.A., Inc., (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 17-06 described herein (“Application”); and

**WHEREAS**, the Application applies to a 3.37 acre property at 13031 Temple Avenue, City of Industry, California, Assessor’s Parcel Number 8564-011-013 (“Property”); and

**WHEREAS**, the Applicant is proposing to construct a 4,799 square-foot freezer addition to the existing structure’s north elevation, and a 9,746 square-foot freezer addition to the building’s south elevation, resulting in a 14,545 square-foot expansion to the existing 39,534 square-foot structure (“Project”) in the “M” Industrial 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 Land Use Element of the General Plan designates the Property as Employment. The proposed use is consistent with the General Plan as the proposed expansion to an existing industrial building is similar to other industrial and manufacturing buildings in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon the information received and Staff’s review and assessment, it was determined that the Application could have a significant impact on the environment, but with the implementation of mitigation measures, the impacts will be reduced to a level that is less than significant, and an Initial Study/Mitigated Negative Declaration (“IS/MND”) and Mitigation Monitoring and Reporting Program (“MMRP”) was prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 et seq., and the Environmental Impact Report Guidelines of the City of Industry; and

**WHEREAS**, the IS/MND and MMRP was circulated for public and agency review and comment on September 17, 2018, through and including, October 9, 2018; and

**WHEREAS**, the IS/MND concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address geology and soils, hazards and hazardous materials, and tribal cultural resources but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration and MMRP; and

**WHEREAS**, on October 25, 2018, at a duly noticed public meeting, the City Council adopted Resolution No. CC 2018-46, approving the IS/MND and MMRP; and

**WHEREAS**, on October 25, 2018, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

**NOW THEREFORE**, it is hereby found, determined and resolved by the City Council of the City of Industry 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 meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

**SECTION 3.** Based upon substantial evidence presented to the City Council during the October 25, 2018 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND and MMRP, and the City's Code, the City Council finds as follows:

(a) The site is suitable for development in accordance with the development plan because the Project is in conformance with the City's General Plan, Zoning Code and all applicable development standards outlined within Title 17 and of the Code. This includes: setbacks, building height, parking and landscape standards.

(b) The total development is arranged so as to avoid traffic congestion, ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties. The Property is located west of Temple Avenue and is served by two driveway entrances off of Temple Avenue and there are currently two interstates, Interstate-605 and Interstate-10, which will limit the use of trucks and automobiles on major roadways. A traffic letter determined that an estimated 43 vehicle trips will enter the site during the AM and PM peak hours; therefore having a negligible impact on traffic. In addition, the development is designed to ensure the public health, safety and general welfare, or prevent adverse effects upon neighboring properties. Also, the Property is surrounded by heavily developed industrial uses to the north, south, east and west therefore the character and overall Project is similar to that of the neighboring industrial buildings and uses. Finally, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance; and

(c) The development is in general accord with all elements of the Industry Zoning Ordinance because, with the approval of the Development Plan, the Project complies with development standards in regards to lot size, lot frontage, drainage, building setbacks, height, parking, access, screening, and design; and

(d) The development is consistent with the provisions of the General Plan or any applicable redevelopment plan because it is located in an area designated as Employment in the General Plan, which allows for industrial uses when zoned appropriately. In this case, the Property is zoned Industrial, and the proposed 14,545 square-foot addition to an existing industrial/warehouse is permitted, and conform to the Employment land use designation. As stated in Policy LU1-1 of the General Plan the City should accommodate businesses and employment uses as the primary land use. Business license records show that Wei-Chuan U.S.A., Inc. is a food distributor with 50 employees. The proposed freezers addition will contribute to the overall business operations for the frozen food distribution company. The Property is not located within an adopted redevelopment plan. The development is consistent with the provisions of the

City's General Plan because is the Property is designated as Employment, which allows the development of buildings and lots for industrial uses; and

**SECTION 4:** Based upon the foregoing findings, the City of Council hereby approves DP No. 18-3, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

**SECTION 5:** 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 6:** 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 October 25, 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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Julie Gutierrez-Robles  
Deputy City Clerk





# CITY OF INDUSTRY

## Standard Requirements and Conditions of Approval

**APPLICATION:** Development Plan 17-6  
**APPLICANT:** Gilbert Lo representing Wei Chuan U.S.A., Inc.  
**LOCATION:** 13031 Temple Avenue (APN 8564-011-013)  
**PROPOSAL:** Construction of a 14,545 square-foot freezer addition to an existing industrial building

### Conditions of Approval

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 Applicant, contractor, business owner, and/or property owner is required to contact Union Pacific Railroad prior to the removal of the railroad track on the property.
2. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.
3. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.
4. Roof-top address numbers that are only visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof.
5. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of

Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.

6. The Applicant shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.
7. If buried tribal cultural resources are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.
8. The applicant shall provide bicycle parking that will accommodate at least five bicycles.
9. The Applicant shall comply with all of the requirements set forth in the mitigation measures of the MND and MMRP. In the event of any conflict between the mitigation measures set forth herein and those set forth in the MND and MMRP, the mitigation measures set forth in the MND and MMRP shall prevail.
10. Mitigation Measures:

- I. Cultural Resources

**CUL-1:** If at any time during excavation/construction of the site, archaeological/cultural resources, or any artifacts or other objects which reasonably appears to be evidence of cultural or archaeological resource are discovered, the property owner shall immediately advise the City of such and the City shall cause all further excavation or other disturbance of the affected area to immediately cease.

**CUL-2:** In the event that paleontological resources are inadvertently discovered during ground disturbing activities, the qualified paleontologist shall document the discovery as appropriate, evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5.

**CUL-3:** If human remains are found, those remains would require proper treatment, in accordance with applicable laws. California Health & Safety Code Sections 7050.5 through 7055 describe the general provisions regarding human remains, including the requirements if any human remains are accidentally discovered during excavation of a site. As required by state law, the requirements and procedures set forth in Public Resources Code section 5097.98 would be implemented, including notification of the County Coroner, notification of the Redlands Police Department, notification of the Native American Heritage Commission and consultation with the individual identified by the Native American Heritage Commission to be the "most likely descendant." If human remains are found during excavation, excavation must stop in the vicinity of the find and any area that is reasonably suspected to overlie

adjacent remains until the County Coroner has been notified, and the remains have been investigated and appropriate recommendations have been made for the treatment and disposition of the remains. This is existing law and a standard requirement to manage any accidental exposure of human remains.

## II. Geology and Soils

**GEO-1:** Prior to grading, any existing vegetation, organic soil, trash, debris, over-sized materials (greater than 8 inches), and other deleterious materials within fill areas should be removed from the site. In addition, the following soil removal treatments are recommended:

- Remove surficial soils to a depth of 4 feet below existing grade or two feet below the bottom of the footing, whichever is deeper.
- Recommended removal should be extended at least 4 feet beyond building lines or to the limits of the existing building.
- Existing near surface soils should also be removed at least two feet within the proposed driveway areas.
- Soils exposed within areas approved for fill placement should be scarified to a depth of 6 inches, conditioned or near optimum moisture content, then compacted in-place to minimum project standards.
- Fills should be compacted based on laboratory standard ASTM D-1557-12.

**GEO-2:** All footings should be founded at a minimum depth of 24 inches below the lowest adjacent ground surface. All continuous footings should have at least two No. 4 reinforcing bars placed both at the top and two No. 4 reinforcing bar placed at the bottom of the footings.

**GEO-3:** Concrete slabs should be a minimum of 4 inches thick and reinforced with a minimum of No. 3 reinforcing bar spaced 18-inches each way or its equivalent. All slab reinforcement should be supported to ensure proper positioning during placement of concrete. In addition, the concrete slab should comply with the requirements of the 2016 CalGreen Section 4.505.2.1.

**GEO-4:** All trench excavations should conform to CAL-OSHA and local safety codes. All utility trenches backfill should be brought to near optimum moisture content and then compacted to obtain a minimum relative compaction of 90 percent of ASTM D-1557-12.

## III. Hazards and Hazardous Materials

**HAZ-1:** Before any renovation can take place, the removal of asbestos-containing materials must include consulting services (design and monitoring), and the removal should be performed by a California licensed asbestos abatement contractor and

according to all federal, state and local laws governing asbestos. If additional impacted suspect ACBM or ACCM are discovered during renovations, servicing or maintenance related work for which there are no sample documentation/results, the pursuing one of the following alternatives is recommended:

- Sample and analyze the discovered suspect material(s) to determine whether it contains asbestos; or
- Assume the material(s) to be asbestos-containing materials, quantify and remove on a unit cost basis.

**HAZ-2:** All work involving potential and identified LBP/LCSC surfaces should be conducted in accordance with Title 8, California Code of Regulations, Section 1532.1; 29 CFR 1926.62; and AB 2784. When performing lead-related construction activities, workers must be protected when exposed to levels above the current permissible exposure limit (PEL) of 50ug/cm<sup>2</sup>, regardless of the content in the lead paint.

**HAZ-3:** All fluorescent light ballasts must be checked prior to disposal to verify that they do not contain Polychlorinated Biphenyls (PCBs). Compliance with all applicable local state and regional rules and regulations regarding PCBs is recommended with regard to the handling and disposal of ballasts from fluorescent light fixtures.

**HAZ-4:** In addition to the possibility of PCBs in fluorescent light ballasts as mentioned above, general house hold cleaning chemical containers were observed at the time of the site visit. A large refrigeration unit containing Freon was observed on the north side of the Property. Prior to disposal, these hazardous materials which are identified in Section 4.0 of the Hazardous Materials Survey performed by Hillman, should be properly profiled and disposed of in accordance with state and federal regulations. This will reduce any impact to a less than significant level.

### **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. The 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.
2. 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.



3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. Depending upon the nature of the proposed use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer.
6. The Applicant shall provide off-street parking as shown on the approved development plan.
7. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join together at the connection point.
8. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
9. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.
10. The Applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. 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. Development shall take place in substantial conformance with the approved development plans.
11. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
12. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the real property shall be allowed.
13. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and

provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

14. Hours of construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
15. All roof mechanical equipment shall be screened from street view.

### **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 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 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 submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant understands that Resolution No. CC 2018-46 and Resolution No CC 2018-47 will be of no force or effect unless such written consent is submitted to the City.

*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:** October 25, 2018

**SUBJECT:** Consideration to contribute \$10,000 to the Boy Scouts of America for the 2018 Good Character GALA.

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### Background:

The Boy Scouts of America is hosting an upcoming GALA to raise funds that will ensure all youth of the Greater Los Angeles Area Council have the opportunity to experience the life changing programs that Scouting has to offer. The GALA will be at the Biltmore Hotel in Downtown Los Angeles on November 8, 2018.

### Recommendation:

Staff recommends that the City Council approve the \$10,000.00 contribution to the Boy Scouts of America and recommends that the City Council adopt Resolution No. CC 2018-48.

### Exhibits:

- A. Good Character GALA Flyer
- B. Resolution No. CC 2018-48

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TH/TH



**GREATER LOS ANGELES AREA COUNCIL  
BOY SCOUTS OF AMERICA**

**2018 GOOD CHARACTER GALA**

**THURSDAY, NOVEMBER 8, 2018**  
6:00 PM RECEPTION • 7:00 PM DINNER & PROGRAM



**REVEREND CECIL MURRAY**  
Chairman  
USC Cecil Murray Center  
Pastor, First African Methodist Episcopal  
Church (FAME), Retired

**MILLENNIUM BILTMORE HOTEL**  
DOWNTOWN LOS ANGELES

**Greater Los Angeles Area Council, BSA**  
Is proud to honor two of the most iconic  
leaders in the community.



**REVEREND MARK WHITLOCK**  
Executive Director  
USC Cecil Murray Center  
Pastor, Christ Our Redeemer A.M.E.  
Church (COR Church) Irvine

## SPONSORSHIP LEVELS

### PLATINUM EAGLE SPONSOR \$50,000

- Two tables of 10 with premier table seating
- Invitation to Honoree reception for all guests
- Platinum Eagle Sponsor's logo will have top placement on front of the stage during the event
- Sponsor's representative or organization introduced and thanked during the event
- Sponsor's corporate logo featured prominently on all print and electronic event materials
- Recognition on GLAAC Event website
- Complimentary valet parking for all Sponsor's guests
- 2 Full-Page color ads in Event program book
- Special benefits customized per Sponsor's specifications

### GOLD EAGLE SPONSOR \$25,000

- Two tables of 10 with premier table seating
- Invitation to Honoree reception for all guests
- Gold Eagle Sponsor's logo will have prominent placement on front of the stage during the event
- Sponsor's representative or organization introduced and thanked during the event
- Sponsor's corporate logo featured prominently on all printed, electronic materials and website
- Recognition at GLAAC Events for 1 year
- Complimentary valet parking for all Sponsor's guests
- 1 Full-Page color ad in Event program book

### SILVER EAGLE SPONSOR \$10,000

- One table of 10 with premium table seating
- Invitation to Honoree reception for all guests
- Logo recognition as a Silver Eagle Sponsor on all printed, electronic materials and website
- Recognition at GLAAC Events for 1 year
- Complimentary valet parking for all Sponsor's guests
- One full-page color ad in the Tribute Book

### BRONZE EAGLE SPONSOR \$5,000

- One table of 10 with preferred table seating
- Invitation to Honoree reception for all guests
- Logo recognition as Bronze Eagle Sponsor on all print and electronic materials
- Recognition on GLAAC Event website
- ½ -page color ad in the Tribute Book

### INDIVIDUAL TICKET TO GALA \$500

#### TRIBUTE BOOK AD OPTIONS

- Eagle Page – \$2,500  
Full-page four-color ad (7.5" x 10") in the Tribute Book
- Life Page – \$1,000  
½ -page four-color ad (7.5" x 4.7") in the Tribute Book
- Star Page – \$500  
½ -page black & white ad (7.5" x 4.7") in the Tribute Book

Please send camera-ready art for the Tribute Book no later than **Wednesday, October 17, 2018 at Noon PST.**



**BSAGALA.org**

For more information, please contact:

Diana Bates 213.413.4400 ext. 312 | [diana.bates@scouting.org](mailto:diana.bates@scouting.org)

**RESOLUTION NO. CC 2018-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A SPONSERSHIP DONATION TO THE BOY SCOUTS OF AMERICA FOR THE 2018 GOOD CHARACTER GALA IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00)**

**RECITALS**

**WHEREAS**, the Boy Scouts of America (the BSA) is one of the largest Scouting organizations in the United States of America and one of the largest youth organizations in the United States, with more than 2.4 million youth participants and nearly one million adult volunteers.; and

**WHEREAS**, annually, the Greater Los Angeles Area Council Boy Scouts of America, to host a Good Character GALA to raise funds for the programs; and

**WHEREAS**, the Boy Scouts of America has requested a donation from the City to support its programs; and

**WHEREAS**, the City's donation serves a public purpose in that the proceeds from the event will raise funds that will ensure all youth of the Greater Los Angeles Area Council have the opportunity to experience the life changing programs that scouting has to offer; and

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

**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:** The City's donation serves a public purpose in that the proceeds from the 2018 Good Character GALA will assist in funding that will ensure that youth of the greater Los Angeles area have the opportunity to experience the life changing programs that Scouting has to offer.

**SECTION 3:** The City Council hereby approves the donation of Ten Thousand Dollars (\$10,000.00) to the Boy Scouts of America.

**SECTION 4:** The Acting City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

**SECTION 5:** 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 6:** 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 special meeting held on October 25, 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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Julie Gutierrez-Robles, Deputy City Clerk

*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:** October 25, 2018

**SUBJECT:** Consideration to contribute \$10,000 to the City of Hope to help fight and provide services for women that are fighting breast cancer.

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### Background:

October is breast cancer awareness month and the City of Hope is asking for a donation that will go towards fighting breast cancer and helping support women that are fighting breast cancer. The City of Hope, located in Duarte was founded in 1913 and has been doing cancer research and helping people fight cancer since the 1940's.

### Recommendation:

Staff recommends that the City Council approve the \$10,000.00 contribution to the City of Hope and recommends that the City Council adopt Resolution No. CC 2018-49.

### Exhibits:

- A. City of Hope Flyer
- B. Resolution No. CC 2018-49

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TH/TH



**OCTOBER IS BREAST CANCER AWARENESS MONTH!**

City of Industry  
15625 Stafford St.  
La Puente, CA 91744-3922



*Double your impact on breast cancer research with our special dollar-for-dollar matching gift opportunity this month! Thank you!*

Dear Friends,

When Maria Flores walks onto the stage to speak at this year's Walk for Hope, she'll have a reason to celebrate. It will be nearly 10 years since she was declared free of triple-negative breast cancer.

That's a milestone worth sharing, and Maria will do so with the roughly 8,000 people who will walk for City of Hope on November 4.

However, because October is Breast Cancer Awareness Month, I wanted to share her story with you a little early.

I also wanted to tell you that Maria's happy outcome is becoming more and more common at City of Hope — thanks to good friends like you.

You make it possible for so many patients to regain their lives. That's why I'm inviting you to continue your partnership with City of Hope by making a tax-deductible gift in recognition of Breast Cancer Awareness Month. When you do, our generous friends at Safco will match every dollar of your gift, up to \$100,000, giving it twice the power to fight diseases like breast cancer.

**That means your gift of \$500 will double to \$1,000. \$750 will become \$1,500. And your gift of \$1,000 means City of Hope will receive \$2,000 to save more women from a disease that will claim more than 40,000 lives this year alone.**

While more women than ever are surviving breast cancer, that number is still far too high. But your gift to City of Hope can help to bring it down.

The gift you make has the power to start a new clinical trial for breast cancer. It could also provide seed funding for a City of Hope investigator to prove the viability of a new idea. And it could help bring more support services to City of Hope's Women's Center, where so many patients with breast cancer are fighting to take back their lives.

Patients like Maria.

When she was first diagnosed with the disease in the summer of 2008, Maria was just 33 years old, far younger than most breast cancer patients. She knew that there was a possibility of cancer since it ran in her family and she carried the BRCA gene, but it was still a major shock when it happened.

(over, please)



"I remember a lot of numbness and a lot of static noise going on in my head," Maria says. "But I don't even recall how I got from the doctor's office to the car."

Fortunately, Maria had a strong support system of family and friends, and it was through them that she heard about City of Hope.

"My first day on campus was like a fog," she says. "I do remember the smiles, kind eyes and words of reassurance and encouragement I received from everyone. Dr. Carlos Garberoglio had a calmness to him. He talked to me, rather than at me."

Maria's treatment included six months of chemotherapy and 13 surgeries that included tumor removal, a bilateral mastectomy, breast reconstruction and ovary removal. It was a long road to recovery, but she is stronger than ever.

Private support helped give Maria a second chance at life, so she understands how important it is to give back to City of Hope so researchers and clinicians have what they need to make patients whole again.

"We all know someone who's been touched by cancer, and you want that person to have the best care possible," she says. "Donating to City of Hope gives you peace of mind that this incredible place will be here if you or a loved one ever gets cancer."

May we count on you to make a tax-deductible gift to City of Hope today and give others the same peace of mind and opportunity that Maria had?

So many women and men are still waiting to hear the words "cancer-free," and you can help make that day a reality for them when you give to City of Hope.

Please make your tax-deductible gift today. Together, we may see a day when cancer becomes a curable inconvenience rather than a life-threatening disease.



Sincerely,

*Diana Keim*

Diana Keim  
Associate Vice President, Annual Giving

P.S. As this year's Walk for Hope volunteer chair, Maria knows that every dollar raised brings us a step closer to a cancer-free world. Please make your tax-deductible gift today, so our caring partners at Safco can double your gift, dollar-for-dollar, up to \$100,000. If you wish, you can make your gift securely online at [CityofHope.org/safcomatch](http://CityofHope.org/safcomatch).

**RESOLUTION NO. CC 2018-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE CITY OF HOPE TO HELP FIGHT BREAST CONCR IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00)**

**RECITALS**

**WHEREAS**, October is breast cancer awareness month and the City of Hope is Boy Scouts of America (the BSA) is one of the largest Scouting organizations in the United States of America and one of the largest youth organizations in the United States, with more than 2.4 million youth participants and nearly one million adult volunteers.; and

**WHEREAS**, the City of Hope has requested a donation from the City to support its programs that fight breast cancer and to support women with breast cancer; and

**WHEREAS**, the City's donation serves a public purpose in that the proceeds will support City of Hope programs that fight breast cancer; and

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

**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:** The City's donation serves a public purpose in that the proceeds will assist in funding programs that fight breast cancer and to help women that are fighting breast cancer.

**SECTION 3:** The City Council hereby approves the donation of Ten Thousand Dollars (\$10,000.00) to the City of Hope.

**SECTION 4:** The Acting City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

**SECTION 5:** 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 6:** 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 special meeting held on October 25, 2018, by the following vote:

AYES:                    COUNCIL MEMBERS:  
NOES:                    COUNCIL MEMBERS:  
ABSTAIN:                COUNCIL MEMBERS:  
ABSENT:                 COUNCIL MEMBERS:

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

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

*CITY COUNCIL*

ITEM NO. 6.4



# 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:** October 25, 2018

**SUBJECT:** Consideration to contribute \$40,000 to the Veterans Benefit Team Roping Foundation.

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### Background:

In 2016, the Foundation has requested a donation from the City to assist in the operation of its programs, and by minute order, the City Council approved a donation in the amount of Forty Thousand Dollars (\$40,000.00) annually, for a three-year term, through 2018. The United States Department of Veterans Affairs has determined that participation by veterans in recreational activities, and engaging in good self-care, are foundational aspects of positive psychological functioning, aids in the recovery from PTSD, and assists with the transition from combat to civilian life. The City's donation allows the Foundation to provide valuable recreational activities to local veterans.

### Recommendation:

Staff recommends that the City Council approve the \$40,000.00 contribution to the Veterans Benefit Team Roping Foundation and recommends that the City Council adopt Resolution No. CC 2018-50.

### Exhibits:

A.. Resolution No. CC 2018-50

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TH/TH

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## RESOLUTION NO. CC 2018-50

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA RATIFYING A DONATION TO THE VETERANS BENEFIT TEAM ROPING FOUNDATION IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00) FOR THE YEARS 2016, 2017 AND 2018

#### RECITALS

**WHEREAS**, the Veterans Benefit Team Roping Foundation (“Foundation”) provides a horsemanship, wellness and skill-set program, free to all veterans and active duty military, many of whom have suffered from Post-Traumatic Stress Disorder, and other combat induced injuries; and

**WHEREAS**, annually, the Foundation holds a team roping event at the Industry Hills Expo Center to raise funds for the operation of its programs; and

**WHEREAS**, in 2016, the Foundation has requested a donation from the City to assist in the operation of its programs, and by minute order, the City Council approved a donation in the amount of Forty Thousand Dollars (\$40,000.00) annually, for a three-year term, through 2018; and

**WHEREAS**, the City’s donation serves a public purpose in that the United States Department of Veterans Affairs has determined that participation by veterans in recreational activities, and engaging in good self-care, are foundational aspects of positive psychological functioning, aids in the recovery from PTSD, and assists with the transition from combat to civilian life. The City’s donation allows the Foundation to provide valuable recreational activities to local veterans; and

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

**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:** The City’s donation serves a public purpose in that the United States Department of Veterans Affairs has determined that participation by veterans in recreational activities, and engaging in good self-care, are foundational aspects of positive psychological functioning, aids in the recovery from PTSD, and assists with the transition from combat to civilian life. The City’s donation will allow the Foundation to provide valuable recreational activities to local veterans.



**SECTION 3:** The City Council hereby ratifies its minute order of May 10, 2016, approving a three year donation to the Veterans Benefit Team Roping Foundation in the amount of Thirty Thousand Dollars (\$40,000.00) per year, for the years 2016, 2017, and 2018.

**SECTION 4:** The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

**SECTION 5:** 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 6:** 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 special meeting held on October 25, 2018, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

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

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

*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:** Bing Hyun, Assistant City Manager *BH*

**DATE:** October 25, 2018

**SUBJECT:** Consideration of Resolution No. 2018-51 Rescinding Resolution No. CC 2018-39 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 Resolution No. CC 2018-31, establishing a Salary Range Schedule for all City employees and elected officials. That Salary Range Schedule was subsequently replaced on July 26, 2018, when the City Council adopted Resolution No. CC 2018-37, adding the position of Public Affairs and Inter Governmental Liaison Manager. On August 23, 2018, Resolution No. CC 2018-39 was adopted, eliminating certain positions from the Salary Range Schedule.

Currently, as adopted, the salary resolution provides for a Planning and Safety Manager, which assumes oversight of development staff, consultants, projects, and services. To reflect an expanding and more versatile role that includes both development responsibilities, as well as other administrative projects, such as project management, contract administration, and other special projects, the salary resolution is proposed to be amended by changing the title from Planning and Safety Manager to Development and Administrative Services Manager, with no change in the salary range.

If the above change is approved, staff will begin the recruitment process to fill the position of Development and Administrative Services Manager.

It is also necessary to revise the salary schedule to reflect the new City Manager salary, which is being revised from \$225,000.00 to \$245,252.00.

**Recommendation:**

Staff recommends that the City Council rescind Resolution No. CC 2018-39 and adopt Resolution No. CC 2018-51, adopting a salary range schedule for City Employees and elected officials for Fiscal Year 2018-2019.

**Exhibit:**

- A. Resolution No. CC 2018-51, including proposed revised 2018-2019 Salary Range Schedule



**EXHIBIT A**

Resolution No. CC 2018-51, including proposed revised 2018-2019  
Salary Range Schedule

[Attached]

**RESOLUTION NO. CC 2018-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-39 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**, on July 26, 2018, the City Council adopted a revised Salary Range Schedule for all City Employees and elected officials for FY 19; and

**WHEREAS**, on August 23, 2018, the City Council adopted revisions to the Salary Range Schedule for all City Employees and elected officials for FY 19; and

**WHEREAS**, staff recommends amending the Salary Schedule to change the designation of Planning and Safety Manager to Development and Administrative Services Manager, and to update the City Manager salary.

**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 2018-39 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 Deputy 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 October 25, 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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Julie Gutierrez-Robles, Deputy City Clerk

# CITY OF INDUSTRY



## SALARY RANGE SCHEDULE

FY 2018-2019

Date Effective: October 25, 2018

### NON-MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<b>Bottom Step</b>	<b>Top Step</b>	
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>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u>
<u>Range #</u>			<u>Bottom Step</u>	<u>Top Step</u>	<u>Status</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
					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		Annually	\$94,458.00	\$125,943.96	E
		Monthly	\$7,871.50	\$10,495.33	E
					E
15	Development and Administrative Services Manager	Annually	\$114,270.00	\$152,360.04	E
	Public Affairs and Inter Governmental Liaison Manager	Monthly	\$9,522.50	\$12,696.67	E
					E
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		\$245,252.00	E
		Monthly		\$20,437.67	

# 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 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. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

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

**FROM:** Troy Helling, Acting City Manager <sup>TH</sup>

**STAFF:** Bing Hyun, Assistant City Manager <sup>BH</sup>

**DATE:** October 25, 2018

**SUBJECT:** Consideration of a License Agreement with R C Foster Corporation, for Access to Assessor's Parcel No. 8208-025-937 located at 15555 E. Stafford Street for Temporary Staging of Construction Materials for the Puente Valley Water Operable Unit Treatment Plant Project

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### Discussion:

On September 25, 2018, R C Foster Corporation ("R C Foster") contacted the City regarding the temporary use of City owned property located at 15555 E. Stafford Street ("Property"). R C Foster was awarded the contract to construct the Puente Valley Operable Unit Intermediate Zone Interim Remediation System at 111 Hudson Avenue. The Puente Valley Water Operable Unit Treatment Plant Project consists of installation of a water pipeline from existing groundwater wells to the planned groundwater treatment to prevent the spread of contaminated groundwater and to protect the local water supply.

The project will begin construction November 5, 2018 and is scheduled to take approximately two (2) years. During this time, R C Foster has requested to use the Property to store construction materials and equipment, including lumber, steel and plastic piping, backhoe, excavator, dump truck, and other non-hazardous construction materials. The new facility will be located at the southwest corner of Stafford Street and Hudson Avenue, which makes the Property ideal for staging due to the close proximity to the project.

### Fiscal Impact:

The City has been charging a fee of \$150.00 a month for temporary agreements and to remain consistent, a fee of \$150.00 per month is proposed for the requested license agreement. This fee 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 the License Agreement with R C Foster Corporation, dated October 25, 2018.

**Exhibit:**

A: License Agreement with R C Foster Corporation dated October 25, 2018

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TH/BH:yp

**EXHIBIT A**

License Agreement with R C Foster Corporation dated October 25, 2018

[Attached]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **October 25, 2018**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and R C Foster Corporation, a California corporation (“**Licensee**”) (Licensor and Licensee 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 15555 E. Stafford Street, City of Industry, CA 91744, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8208-025-937**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises as a temporary staging area for various construction activities associated with the Puente Valley Operable Unit Treatment Plant Project; 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 as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for a temporary staging area for various construction activities associated with the Puente Valley Operable Unit Treatment Plant Project (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, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 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 performance of Licensee’s Permitted Use.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept One hundred and fifty dollars (\$150.00) (“**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. Payment shall be made to Licensor at 15625 E. Stafford Street, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include storage of materials and equipment such as lumber, steel and plastic piping, backhoe, excavator, dump truck and other non-hazardous construction materials.

4. 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.

5. Maintenance of Premises. Prior to commencement of the Permitted Use, Licensee shall install a temporary construction fence around the staging area 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, which shall include removal of the temporary construction fence.

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.

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.

8.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) 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.

(b) 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.

(c) 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.

8.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, 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).

(b) 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.

(c) 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.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to 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.

(f) 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.

(g) 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.

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

(i) 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.

(j) 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 council 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. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. 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, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

10. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **December 31, 2020**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. 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 4 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 show the Premises to potential purchasers, 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, City 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: Troy Helling  
Acting City Manager  
15625 East Stafford Street  
City of Industry, CA 91744  
Tel: (626) 333-2211  
thelling@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) 269-2980  
jcasso@cassosparks.com

Licensee: Robert Foster, President  
R C Foster Corporation  
P.O. Box 77055  
Corona, CA 92877  
Tel: (951) 738-8211

15. 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. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City 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 City 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.

16. 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.

**(SIGNATURES ON FOLLOWING PAGE)**



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

“LICENSOR”

“LICENSEE”

**CITY OF INDUSTRY**

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

By: \_\_\_\_\_  
Robert Foster, President

ATTEST:

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM:

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

## EXHIBIT A

### Legal Description

Assessor Parcel Number (APN) 8208-025-937 located at 15555 Stafford Street, City of Industry, CA 91744. The area identified as "Project Site" in the map below by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted use shall occur.



*CITY COUNCIL*

ITEM NO. 6.7



# 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 *JN*

**DATE:** October 25, 2018

**SUBJECT:** Consideration of approval of Proposition A Assignment Agreement and Expenditure Budget from the General Fund and Revenue Budget from Prop A Funds with the City of La Verne

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### **Background:**

Proposition A ("Prop A") requires that its funds be used exclusively to benefit public transit and transportation projects. Prop A guidelines allow for the exchange of unobligated Prop A transportation funds to be given, loaned, or traded to other jurisdiction in exchange for general or other funds.

### **Discussion:**

The City is constructing transportation capital improvements which have been approved by the Los Angeles Metropolitan Transportation Authority ("Metro") for the use of Prop A Local Return monies. Given the limited amount of the City's Prop A Local Return allocation which is distributed on a per capita basis, the City desires to use a portion of the City of La Verne's ("La Verne") uncommitted Prop A allocation for the Bus Stop ADA Upgrade Project. This project was approved by Metro on August 1, 2018.

La Verne proposed to exchange \$275,000 of their Prop A funds with the \$203,500 of City of Industry's General fund at an exchange rate of \$0.74 per Prop A dollar.

### **Fiscal Impact:**

The Prop A exchange will result in a reduction of \$203,500 in the City's General Fund. However, the City's Prop A funds will increase by \$275,000.

### **Recommendations:**

- 1) Approve Prop A Funds to exchange with the City of La Verne; and



- 2) Appropriate \$203,500 from the General Fund expenditure Account No. 100-985-9799 (General Fund-Prop A Exchange Expense) and increase budgeted revenues in Prop A Funds by \$275,000 Account No. 103-200-4411 (Prop A Exchange-Revenue).

**Exhibit:**

- A. Proposition A Assignment Agreement
- 

TH/JN:jv

**EXHIBIT A**

Proposition A Assignment Agreement

[Attached]

## PROPOSITION A ASSIGNMENT AGREEMENT

This Proposition A Assignment Agreement ("Agreement") is made and entered into this 25th day of October 2018 ("Effective Date"), by and between the City of La Verne, a California municipal corporation ("La Verne"), and the City of Industry, a California municipal corporation ("Industry"). La Verne and Industry are hereinafter collectively referred to as the "Parties" and individually as "Party".

### RECITALS

**WHEREAS**, Proposition A Local Return money ("Prop A Funds") require funds to be used exclusively to benefit public transit. The Los Angeles County Metropolitan Transportation Authority ("Metro") allows for the exchange of unobligated Prop A Funds for general or other funds; and

**WHEREAS**, Industry will be constructing capital improvements which have been approved by Metro for the use of Prop A Funds. On August 1, 2018, Metro approved the use of \$525,000 for the Bus Stop Upgrade for ADA Compliance Project ("Bus Stop ADA Upgrade Project"). Given the limited amount of Industry's Local Return allocation, Industry desires to use a portion of La Verne's uncommitted Prop A allocation for the above projects and any other Metro approved projects; and

**WHEREAS**, Metro has already approved the Bus Stop ADA Upgrade Project; and

**WHEREAS**, La Verne has uncommitted Proposition A Funds which may be made available to Industry to assist in providing funding for the Bus Stop ADA Upgrade Project. In exchange for the assignment by Industry of the amount of its general funds indicated in Section 1 below, La Verne is willing to assign uncommitted Proposition A Funds to Industry for the Bus Stop ADA Upgrade Project.

Now, therefore, in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, the Parties mutually agree as follows:

1. Exchange. La Verne agrees to assign \$275,000.00 of its Fiscal Year 2018-2019 Proposition A Funds to Industry. In return, Industry agrees to assign \$203,500.00 in general funds to the La Verne for an average rate of \$0.74 in Industry General Funds for each \$1.00 of La Verne Prop A Funds.
2. Consideration. La Verne shall assign the \$275,000.00 of Prop A Funds to the City of Industry in one lump sum payment. Industry shall pay to La Verne the sum of \$203,500.00 in one lump sum payment. The lump sum payments shall be due and payable within ten (10) days of the Effective Date of this Agreement.
3. Term. This Agreement shall commence on the Effective Date and shall remain and continue in effect until the payments set forth herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

4. Termination. Termination of this Agreement may be made by either Party, prior to the first payment being made by either Party. Said notice of termination shall be made in writing.
5. Notices. Notices shall be given pursuant to this Agreement by personal service on the Party to be notified, or by written notice upon such Party deposited in the custody of the United States Postal Service addressed as follows:
  - a. City Clerk  
City of La Verne  
3660 "D" Street  
La Verne, CA 91750
  - b. City Clerk  
City of Industry  
15625 East Stafford Street  
City of Industry, CA 91744-0366

With a copy to:  
James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746
6. Assurances.
  - a. Industry shall use the assigned Prop A Funds only for the purpose of providing the Bus Stop ADA Upgrade Project or any other Metro approved project, and within the time limits and eligibility requirements specified in Metro's Proposition A Local Return Program Guidelines.
  - b. La Verne is providing Prop A Funds only and does not assume any responsibility or obligation for the Bus Stop ADA Upgrade Project or any other project undertaken by Industry.
7. Indemnification. Each Party shall indemnify, defend, and hold harmless each other PARTY, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each Party arising from or related to this Agreement; provided, however, that no Party shall indemnify another Party for that Party's own negligence or willful misconduct.
8. Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or transferred without the prior written consent of the other party



or Parties, which consent may be withheld in such party's reasonable discretion due to the unique, personal rights and obligations under this Agreement.

9. Governing Law/Attorneys' Fees. The Parties 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 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Waiver. The waiver by La Verne or Industry 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 La

Verne or Industry unless in writing.

15. 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.
  
16. Authority to Execute this Agreement. The person or persons executing this Agreement represent and warrant that he/she has the authority to execute this Agreement on behalf of his/her respective party, and has the authority to bind his/her respective party to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, as of the Effective Date.

**CITY OF INDUSTRY**

**CITY OF LA VERNE**

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

By: \_\_\_\_\_  
Don Kendrick, Mayor

Attest:

Attest:

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City Clerk

\_\_\_\_\_  
Lupe Estrella, Assistant City Clerk

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Robert Kress, City Attorney

*CITY COUNCIL*

ITEM NO. 6.8

**FIRST AMENDED AND RESTATED CITY MANAGER EMPLOYMENT  
AGREEMENT No. 18-2**

This First Amended and Restated City Manager Employment Agreement No. 18-2\_ (the "Agreement") is made and effective this 25<sup>th</sup> day of October, 2018 by and between the City of Industry, State of California, a municipal corporation and charter city (hereinafter, the "City") and Troy Helling, an individual, (hereinafter, "Helling"). City and Helling are hereinafter collectively referred to as the "Parties" and individually as "Party."

**RECITALS**

The City desires to employ the services of Helling in the capacity of City Manager and further desires to assure the service of Helling by establishing herein certain salary and limited benefits, and other terms and conditions of his employment.

Helling desires to accept employment as City Manager effective on October 25, 2018, under the terms and conditions set below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the Parties hereto agree as follows:

**SECTION I  
DUTIES**

A. The City hereby agrees to employ Helling as City Manager conferring upon and delegating to Helling the overall responsibility for management and administration of the City as set forth in the City's Charter and Municipal Code (collectively, the "Code") and to perform such other legally permissible and proper duties and functions as the Industry City Council (hereinafter, "City Council") may from time to time assign.

B. Helling accepts employment as City Manager and agrees to serve as such commencing as of October 25, 2018. Helling shall serve as an officer of the City pursuant to the authority set forth in any applicable State law, the City's Charter and Chapter 2.08 of the Code. Helling shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings or other meetings of City agencies and commissions, which are generally held on the second and fourth Thursdays of each month, all City Council agenda meetings, Department Head meetings, Oversight Board meetings and provide regularly scheduled office hours at City Hall.

C. Helling shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. He shall comply with and carry out the City's rules and regulations and he shall obey all federal, state and local laws, rules and regulations, as they apply to the performance of his duties.

D. Helling shall devote his full energies, interest, abilities and productive time to the performance of this Agreement and shall not render, without the City's prior written consent, services of any kind to others for compensation or engage in any other activity which would materially interfere with the performance of his duties under this Agreement.



E. Helling shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. He shall also complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter at the appointed times.

## **SECTION II** **TERM**

This Agreement shall become effective on October 25, 2018, and terminate not later than December 1, 2021, unless otherwise terminated as set forth herein.

The City Council agrees that it shall evaluate Helling's performance annually, on or before October 1<sup>st</sup> of each year. The evaluation date may be extended upon written consent of both Parties but in no event shall it extend beyond December 1st, or as permitted under the law.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Helling at any time, subject only to the provisions set forth in Section III of this Agreement.

The Parties recognize and affirm that: 1) Helling shall serve at the will and pleasure of the City Council and Helling understands that he is "at will," subject to summary dismissal without any right of notice or hearing, including any so-called Skelly hearing; 2) there is no express or implied promise made to Helling for any form of continued employment, except as set forth in Section III of this Agreement; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Helling and the City.

Helling agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing or consulting performed by Helling. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Helling, so long as the provisions set forth in Section I, paragraph E of this Agreement is not violated.

## **SECTION III** **TERMINATION AND SEVERANCE PAY**

A. The City Council may terminate this Agreement for convenience in its absolute discretion at any time with or without cause and without notice to Helling, except as set forth in the applicable provisions of the City's Municipal Code. If Helling is terminated by the City Council for (1) refusing or failing to carry out the duties of the City Manager as set forth in the Government Code, the City's Code, or herein; (2) conviction of a felony; (3) conviction of any illegal act involving moral turpitude or personal gain; or (4) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain, the City shall have no obligation to provide any notice to Helling, and the Helling shall not be entitled to severance pay as set forth herein. Helling may terminate this Agreement at any time with or without cause, provided he gives the City Council no less than 14 days advance written notice prior to the effective date of termination, unless a shorter period is

acceptable to the City Council. Voluntary resignation by Helling will result in a loss of any and all severance pay to him by the City.

B. In the event Helling is terminated by the City Council and Helling is willing and able to perform the duties of City Manager, the City shall pay Helling a lump sum cash payment, or payment in equal installments over a twelve month period, at the option of Helling, equal to Helling's then twelve months' base salary. Such severance, as set forth herein, is contingent upon Helling signing and delivering a general release and waiver of all claims against the City (including and without limitation to its former and current elected officials, employees, officers and agents). Such severance shall be payable on the tenth (10<sup>th</sup>) day after the general release and waiver is fully executed by the City and Helling. Any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in Government Code Sections 53260 and 53261, or any successor statutory restrictions.

#### **SECTION V** **COMPENSATION**

Effective as of October 25, 2018 the City agrees to pay Helling for his services rendered hereunder at an annual rate of Two Hundred Forty -Five Thousand, Two Hundred Fifty Two and 00/100 Dollars (\$245,252.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

#### **SECTION VI** **AUTOMOBILE**

During the term of this Agreement, the City shall pay Helling a \$600.00 per month automobile allowance. Helling shall be eligible for the monthly automobile allowance only if he possesses a valid California driver's license and maintains all legally required insurance coverage established by the State of California and, on an annual basis, provides proof of his valid license and insurance coverage to the City Clerk.

#### **SECTION VII** **VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS**

A. Except as modified herein, during the term of this Agreement, the City shall provide Helling with vacation, sick and holiday pay in the same manner as provided to all other City employees.

B. Helling shall accrue vacation at the rate of 14 hours per month of service with no limits on the number of hours accrued. Helling shall accrue sick leave at the rate of 10 hours per month, with no limits on the number of hours accrued. At Helling's option, Helling may receive a cash payment for any unused vacation and sick leave hours once per year. The cash payment shall be at the Helling's then current rate of pay.

C. During the term of this Agreement, as permitted under law, the City shall pay for Helling's and the City's contributions to membership in the California Public Employees Retirement System ("CalPERS").

D. Helling may elect to participate in a 457 Deferred Compensation Retirement Plan. The City, on an annual basis, shall make a contribution of no less than \$2,000.00 per month on Helling's behalf to the Helling's account with the 457 Deferred Compensation Retirement Plan of Helling's choice.

E. The City shall provide Helling other benefits as mandated by law.

F. Upon the effective date of this Agreement, Helling shall be eligible for 36 hours of management leave which may be used at Helling's discretion and upon prior written notice to the City Council. Helling's unused management leave shall not carry forward to the next year, nor is it eligible for cash payment at any time during Helling's tenure.

#### **SECTION VIII** **OUT OF POCKET EXPENSES**

The City shall reimburse Helling for reasonable out-of-pocket expenses incurred in connection with the City's business, including, but not limited to, travel, food and lodging while away from home, subject to such policies as the City may from time to time establish for its employees. The City also shall provide Helling a monthly mobile telephone allowance of \$150.00 for use of his personal mobile telephone in carrying out his duties as set forth herein and in the Code. Helling may attend, at the City's expense, the League of California Cities Annual Conference ("LOCC"), the LOCC's City Manager's Conference, the Annual California Contract Cities Association Seminar and if he is a member, the International City/County Management Association ("ICMA") Annual Conference.

#### **SECTION IX** **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Helling provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City's Code or other applicable law.

B. The provisions of the City's Code and any Industry personnel resolution(s) shall apply to Helling except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.

#### **SECTION X** **CONFIDENTIAL INFORMATION**

Employment with the City creates a relationship of confidence and trust between Helling and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to trade secrets, confidential information, client lists,

knowledge or data of the City or any of its constituent entities or members that Helling may produce, obtain or otherwise acquire or have access to during the course of Helling's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Helling agrees that during and after Helling's employment with the City, Helling (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City, unless otherwise required by law or court order; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Helling agrees to return promptly to the City all writings and other tangible things in Helling's possession that contain Confidential Information.

#### **SECTION XI** **WARRANTIES**

Helling warrants that, as of the commencement of this Agreement, he will be able to immediately begin performance of his duties and that, by entering into this Agreement, he will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or the City to any claims or liability.

#### **SECTION XII** **INDEMNIFICATION AND BONDS**

A. The City agrees to defend, hold harmless and indemnify Helling, subject to the provisions and limitations set forth in Government Code Section 825 *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Helling's performance of the course and scope of this Agreement. The City may decline to defend Helling as permitted in the California Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. The City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Helling's services under this Agreement.

#### **SECTION XIII** **GENERAL PROVISIONS**

A. This Agreement is the final expression of the complete Agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the Parties.

B. This Agreement is not assignable by either the City or Helling.

C. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder



of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

D. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

E. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

F. Each of the Parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each Party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

H. All notices shall be personally delivered or mailed to the addresses listed below:

Troy Helling  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744

Julie Gutierrez - Robles, Deputy City Clerk  
City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744

Courtesy copy to:  
James M. Casso  
Casso & Sparks, LLP  
13200 Crossroads Parkway N  
Suite 345  
City of Industry, CA 91746

**IN WITNESS WHEREOF**, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

**CITY MANAGER**

**CITY OF INDUSTRY**

\_\_\_\_\_  
Troy Helling

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

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez - Robles, Deputy City Clerk

**APPROVED AS TO FORM**

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

*CITY COUNCIL*

ITEM NO. 6.9

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement"), is made and entered into this 25<sup>th</sup> day of October 2018, by and between the City of Industry, a California municipal corporation ("**Licensor**" or "**City**"), and the Los Angeles Regional Interoperable Communications System Authority, a joint powers authority ("**Licensee**" or "**LA-RICS Authority**") (Licensor/City and Licensee/LA-RICS Authority are individually referred to as "**Party**" and collectively referred to as the "**Parties**").

### RECITALS:

**WHEREAS**, City is a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS; and

**WHEREAS**, City owns certain real property described in Exhibit A attached hereto and incorporated herein by reference ("Real Property"); and

**WHEREAS**, City desires to license the use of a portion of the Real Property to the LA-RICS Authority for use as a Land Mobile Radio ("LMR") communication site; and

**WHEREAS**, the Parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola Solutions, Inc. ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; and (b) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS upon 30 days written notice to the City; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LMR site located on the Real Property in accordance with the terms and conditions prescribed herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the Parties hereto agree as follows:

#### 1. LMR SITE

City hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from City on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities, to install and operate an unmanned LMR communication facility, consisting of the parcels of land shown on Exhibit A (the "LMR Site").



The LA-RICS AUTHORITY acknowledges its personal inspection of the LMR Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LMR Site in its as-is condition with no duty to investigate, and City makes no warranty, express or implied, as to the suitability of the LMR Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

LA-RICS AUTHORITY and/or the LMR Vendor may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LMR Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

LA-RICS AUTHORITY hereby acknowledges the title of the City or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LMR Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of this Agreement.

## 2. PURPOSE AND USE

The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use the LMR Site for the installation, operation, maintenance, and repair of a LMR facility. The LA-RICS AUTHORITY (and/or its member agencies, the LMR Vendor and/or other agents): (a) shall have the right to construct, install, repair, remove, replace, maintain, and operate the LA-RICS AUTHORITY's LMR communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B ("Equipment List") attached hereto and incorporated herein by this reference (such LMR system, and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LMR Site 24 hours per day, 7 days per week without notice. Each LMR Site shall be used only for the purposes authorized by this Section 2, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

The LA-RICS AUTHORITY shall ensure that all usage of the LMR Site and/or the Real Property hereunder, including without limitation usage by the LMR Vendor, is in compliance with all terms and conditions of this Agreement.

Nothing contained in this Agreement shall be deemed or construed in any way to limit the City's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LMR Site; provided, however, that the City's authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

### 3. **APPROVALS/DESIGN REVIEW**

The LA-RICS AUTHORITY shall furnish and submit to the City copies of project plans and specifications (along with any other information reasonably requested by City) for the LMR Site at the 50%, 75%, and 100% stages of design development, for City's review and approval. LA-RICS AUTHORITY agrees to discuss with City the City's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns. LA-RICS Authority shall obtain approval of City prior to implementation of said plans.

Conceptual site plans for the LMR Site are identified in Exhibit C, attached hereto and incorporated herein by reference. Upon the LA-RICS AUTHORITY's and City's approval of the final site plan for the LMR Site, such final site plan will be deemed incorporated herein by reference as an update to Exhibit C. LA-RICS AUTHORITY shall provide City with a notice of work commencement and an estimated time of completion for each LMR Site.

City and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, City and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with County Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the Parties agree that their cooperation in addressing any concerns raised by the City is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LMR Site plan approval process, as described in this Section 3 and in Section 8.

Should ministerial permits be required, City shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with City's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LMR Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS

AUTHORITY's use of the LMR Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. City shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate on October 24, 2043, unless sooner terminated (a) by LA-RICS AUTHORITY or (b) by City pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

The LA-RICS AUTHORITY, prior to commencement of any activity on the LMR and/or Real Property, shall first obtain, and comply with, all necessary planning and zoning entitlements required by law, together with all applicable requirements of the California Environmental Quality Act (Cal. Pub. Resources Code § 21000 *et seq.*).

City shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LMR Site. In addition, City shall have the right to inspect said equipment and the LMR Site at any time during and after installation upon not less than twenty-four (24) hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access)) and, at LA-RICS AUTHORITY's option, LA-RICS AUTHORITY may choose to have a representative to accompany City during any such inspection of or access to a LMR Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LMR Site, or any portion thereof, until the City has reviewed and approved the plans and specifications in accordance with all of the terms and conditions of this Agreement, including without limitation Sections 3 and 8 hereof. City's review and approval of the plans shall not release the LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying City and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LMR Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements,

except after City has been provided an opportunity to review and approve, such plans and specifications.

## 7. **INSTALLATION**

LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by City in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the City. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency and/or LMR Vendor's name, address, telephone number, Federal Communications Commission ("FCC") license and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

LA-RICS AUTHORITY agrees that City may grant the use of any unused portion of the Real Property to any third party, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the City shall be required to comply with all applicable noninterference rules of the FCC.

City reserves the right, at its expense, to install on the Real Property, including without limitation within the LMR Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "City Facilities") so long as the installation of said City Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and City agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the City Facilities.

LA-RICS AUTHORITY accepts the LMR Site in an "as is" condition as of the Effective Date of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LMR Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LMR Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LMR Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LMR Site.



Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LMR Site, LA-RICS AUTHORITY shall provide City with a time of completion notice and as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LMR Site in CAD and PDF formats. Upon receipt of the As-Builts by City, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten (10) business days of receipt of written notice, City may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and City shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to City upon invoice accompanied by supporting documentation of such fee. City shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by City.

#### 8. **ALTERATIONS**

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LMR Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A, B, and C and/or as permitted elsewhere herein, without providing prior written notice to City, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the City or that may be required as a result of FCC rules or regulations, after providing notice to the City. LA-RICS AUTHORITY agrees: (i) to submit to the City, for review and approval, all plans and specifications, working drawings, and other information reasonably required by the City covering proposed alterations by LA-RICS AUTHORITY, (ii) to discuss with City the City's concerns, if any, regarding the proposed alterations, and (iii) to work in good faith to address such concerns. All work to be done by LA-RICS AUTHORITY shall be performed in accordance with the plans provided to City.

#### 9. **MAINTENANCE**

City shall be responsible for maintenance of the Real Property, including the LMR Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LMR Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by City and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from City, City may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by City.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LMR Site or the Real Property caused by LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LMR Vendor. Should LA-

RICS AUTHORITY fail to promptly make such repairs after thirty (30) days written notice from City, City may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by City.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the County of Los Angeles Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LMR Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LMR Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LMR Site, City shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten (10) business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, City shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable cost of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

As applicable, LA-RICS AUTHORITY and its LMR Vendor shall:

Comply with and abide by all applicable rules, regulations and directions of City.

At all times hold a valid FCC license for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and licenses required to engage in the Permitted Activities on the LMR Site.

Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by City or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LMR Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the City, its agents, employees or contractors.

## 12. RELOCATION

12.01 City shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

City shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

City shall give LA-RICS AUTHORITY at least six (6) months written notice before requiring relocation; and

LA-RICS AUTHORITY's use of the LA-RICS Facility in question will not be materially interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LMR Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not materially interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LMR Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LMR Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

LA-RICS AUTHORITY shall give City at least sixty (60) days written notice of the requested relocation; requested relocation shall be subject to prior approval by City, such approval not to be unreasonably withheld.

13. **ACCESS TO LMR SITE**

City hereby grants to the LA-RICS AUTHORITY, its member agencies, the LMR Vendor, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LMR Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, and the LMR Vendor, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide City with notice of all of its representatives or agents who are authorized to access the LMR Site pursuant to this Section. LA-RICS AUTHORITY shall document the condition of the Access prior to the execution of this Agreement by means of photographs to be provided to the City at LA-RICS AUTHORITY's cost. The City shall agree to the condition presented by LA-RICS Authority.

LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the access to its original accessible condition (as documented pursuant to Section 13) after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from City, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by City upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed Five Thousand Dollars (\$5,000.00) per incident.

14. **EMERGENCY ACCESS BY CITY**

The City and its authorized agents may access the LMR Site at any time for the purpose of performing maintenance, inspection and/or for making emergency improvements or repairs to the LMR Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LMR Site should LA-RICS AUTHORITY be unable or unwilling to respond to City's request to take immediate action to correct any deficiency which threatens City's operation on the LMR Site, provided that the City shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LMR Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, City shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LMR Site or any structures thereon, due to an emergency. City shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LMR Site. LA-RICS AUTHORITY shall reimburse City within thirty (30) days of receipt of City's written request for City's actual costs to correct any deficiency that is corrected by City pursuant to this Section.



15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

**No Interference.** LA-RICS AUTHORITY shall not use the LMR Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Real Property by City or City's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

**Interference With Public Safety Systems.** In the event of any interference with the Sheriff or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by City of such interference. Following such notification, the parties will meet promptly to cooperatively discuss and reach agreement on how such interference will be resolved.

**Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment cause interference with non-public safety-related systems of City or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY and LA-RICS promptly meet with City to cooperatively discuss and reach agreement on how such interference will be resolved. City agrees that City and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

**Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with City 's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

**Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LMR Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall

only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with City and with other relevant parties to mitigate such violations in a timely manner.

16. **UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LMR Site. If such installation is not feasible, as determined by City, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by City and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

17. **HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless City and its, agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LMR Vendor.

City agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of City and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of City 's obligations hereunder.

18. **INSURANCE**

Without limiting LA-RICS AUTHORITY's obligations to City, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the City 's Risk Manager, and evidence of such programs satisfactory to the City Risk Manager, shall be delivered to the City, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that City is to be given written notice at

least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the City as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor/subcontractor, shall name the City as an additional insured.

General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by City, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the City as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Per occurrence	\$1 million

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

Workers Compensation. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

**Commercial Property Insurance.** Such coverage shall:

- Provide coverage for City's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;

- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the City and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Real Property and the LMR Site. Failure to use such insurance proceeds to timely repair and restore the Real Property and LMR Site shall constitute a material breach of the Agreement.

**Construction Insurance.** If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY contractor shall provide the following insurance. City shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including City furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the City if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming City as an additional insured, with limits of not less than

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the project is completed and accepted by the LA-RICS AUTHORITY and the City if required.

- **Automobile Liability.** such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split

limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than \$5 million per claim and \$10 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the City for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the City as the Alternate Employer, and the endorsement form shall be modified to provide that City will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to City with an A.M. Best rating of not less than A:VII, unless otherwise approved by City.

Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to City, shall constitute a material breach of this Agreement.

Notification of Incidents. LA-RICS AUTHORITY shall report to City any accident or incident relating to activities performed under this Agreement which involves injury or property damage. Such report shall be made in writing within seventy-two (72) hours of LA-RICS AUTHORITY's knowledge of such occurrence.



Compensation for City Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to City, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by City.

19. **FAILURE TO PROCURE INSURANCE**

Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which City may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by LA-RICS AUTHORITY to City upon demand.

Use of the LMR Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

The interest (as defined in California Revenue and Taxation Code Section 107) in the LMR Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, City, or any other tax or assessment-levying body upon the LMR Site arising from LA-RICS AUTHORITY' use of the LMR Site, including property taxes.

If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LMR Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of this Agreement.

City reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by City shall be repaid by LA-RICS AUTHORITY to City upon demand. LA-RICS AUTHORITY and City agree that this is a license and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the Party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY  
2525 Corporate Place, Second Floor

Monterey Park, California 91754

ATTN: Executive Director

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY.

The notices and the certificate of insurance and envelopes containing the same to the City shall be addressed as follows:

Troy Helling  
City Manager  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
thelling@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

jcasso@cassosparks.com

or such other place as may hereinafter be designated in writing by the City.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

## 22. LA-RICS FACILITY REMOVAL

LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LMR Site and the Real Property and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LMR Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LMR Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LMR Site render the timely removal of LA-RICS AUTHORITY' property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LMR Site and the Real Property within the time provided in this section, City may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse City within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. City shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

**23. INDEPENDENT STATUS**

This Agreement is by and between City and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between City and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

**24. AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of the City.

**25. ASSIGNMENT**

This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without written consent of City. All assignments will require an Assignment Agreement. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

To effect an assignment or transfer pursuant to this Section 25, LA-RICS AUTHORITY shall first deliver to the City:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed sublicensee, assignee, or other transferee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the City.

25.03 City shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the City. City's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the City.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicense shall comply with and be subject to all of the terms covenants, and conditions of this Agreement. Notwithstanding any sublicense, LA-RICS AUTHORITY shall remain responsible to the City for the performance of its sublicensee.

25.06 City shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. City shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The Parties agree that any revenues generated by such third party leases or licenses by City shall be retained by City, except for a fee in an amount calculated to compensate LA-RICS AUTHORITY for its administrative and other costs associated with approval of the lease or license.

## 26. **SUBORDINATION AND NON-DISTURBANCE**

City shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At City 's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by City which from time to time may encumber all or part of the Real Property; provided, however, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, City shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth herein below ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LMR Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill City 's obligations under this Agreement, and (c) promptly cure all of the then-existing City defaults under this Agreement. Such Non-

Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of City 's defaults, provided such cure is completed within the deadline applicable to City.

Licensee shall not cause or permit to be filed, recorded or enforced against the LMR Site and/or Real Property, 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 LMR Site and/or Real Property 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 LMR Site and/or Real Property, 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.

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 LMR Site and/or Real Property 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 LMR Site and/or Real Property.

## 27. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to **City** if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LMR Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LMR Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and City and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.



## 28. DEFAULT

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, City shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have thirty (30) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY may, upon approval by the City, have such extended period beyond thirty (30) days as may be required if the nature of the cure is such that it reasonably requires more than thirty (30) days and LA-RICS AUTHORITY has commenced to cure the default within the 30-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. City may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within thirty (30) days or as otherwise provided in this section, City may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LMR Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by City, LA-RICS AUTHORITY shall provide written notice thereof to City. City shall have sixty (60) days from the date of said notice in which to cure the default, provided that City shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and City has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against City unless and until City has failed to cure a default within the time periods set forth in this section. In the event that City fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice City for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to City.

## 29. WAIVER

Any waiver by either Party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either Party from enforcing the full provisions thereof.

No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

The Parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LMR Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

LA-RICS AUTHORITY agrees to indemnify and defend the City and its agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the LA-RICS AUTHORITY's breach of any warranty or agreement contained in this Section.

31. **DAMAGE OR DESTRUCTION**

Either Party shall have the right to terminate this Agreement with respect to all or any portion of the LMR Site in the event of one of the following: (a) the applicable Real Property or the LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or City in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LMR Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LMR Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LMR Site should City elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either Party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by City's negligent acts.

32. **AUTHORIZATION WARRANTY**

The Parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such Party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between City and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law.

34. **GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California. LA-RICS AUTHORITY 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.

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

36. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

LA-RICS AUTHORITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 If the City finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the City may terminate, or suspend this Agreement.

36.05 While the City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by City that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the Parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the City shall be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the City from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. **OTHER TERMS AND CONDITIONS**

Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LMR Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the City.

Habitation. The LMR Site shall not be used for human habitation.

Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LMR Site.

Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LMR Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LMR Site. LA-RICS AUTHORITY shall cooperate fully with City in the investigation of any accidental injury or death occurring on the LMR Site, including a prompt report thereof to the City. LA-RICS AUTHORITY shall cooperate and comply fully with City, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LMR Site.

Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LMR Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and City shall prevent any accumulation thereof from occurring.

Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LMR Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the City. City shall be responsible for securing the Real Property to the extent deemed necessary by City in its sole discretion.

40. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

41. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the City may deal with on a daily basis. Any person selected by LA-



RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LMR Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

42. **BANKRUPTCY**

The City and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

43. **CEQA**

In accordance with California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), this Agreement is exempt per Sections 15303 of the CEQA Guidelines. The Lease permits the construction and development of a small LMR telecommunications system of less than 2,500 square feet in floor area. The LMR telecommunications system will require minor alterations to land, but will not involve the removal of health, mature or scenic trees. Based on these findings, the Parties adopt a Notice of Exemption and the City shall file same as required by law.

44. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the Parties, their personal representatives, successors and assigns.

45. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

46. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

47. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both City and LA-RICS AUTHORITY.

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

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF INDUSTRY

A California Joint Powers Authority

By: \_\_\_\_\_

By:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Troy Helling, City Manager

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MARK J. SALADINO  
COUNTY COUNSEL

\_\_\_\_\_  
Julie Gutierrez-Robles, Deputy City  
Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

By:

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

# EXHIBIT A

## REAL PROPERTY DESCRIPTION

Lot 12,19 AND PORTION OF LOT 9, 10, AND 13 IN THE CITY OF BREA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN SURVEY BOOK 180, PAGES 13 THROUGH 18, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

**Assessor's ID No:**

8714-029-270

SITE ID	Facility Name	Address Line	City	Zip Code	Parcel Owner
INDWT	Industry Water Tank	2000 Tonner Canyon Road	Brea	92861	City of Industry

**EXHIBIT B**  
**EQUIPMENT LIST**

Pre-fabricated equipment shelter

Generator enclosure

Stand-by generator

Diesel Tank

Monopole

**EXHIBIT C**

**SITE PLAN**

**(see following page)**



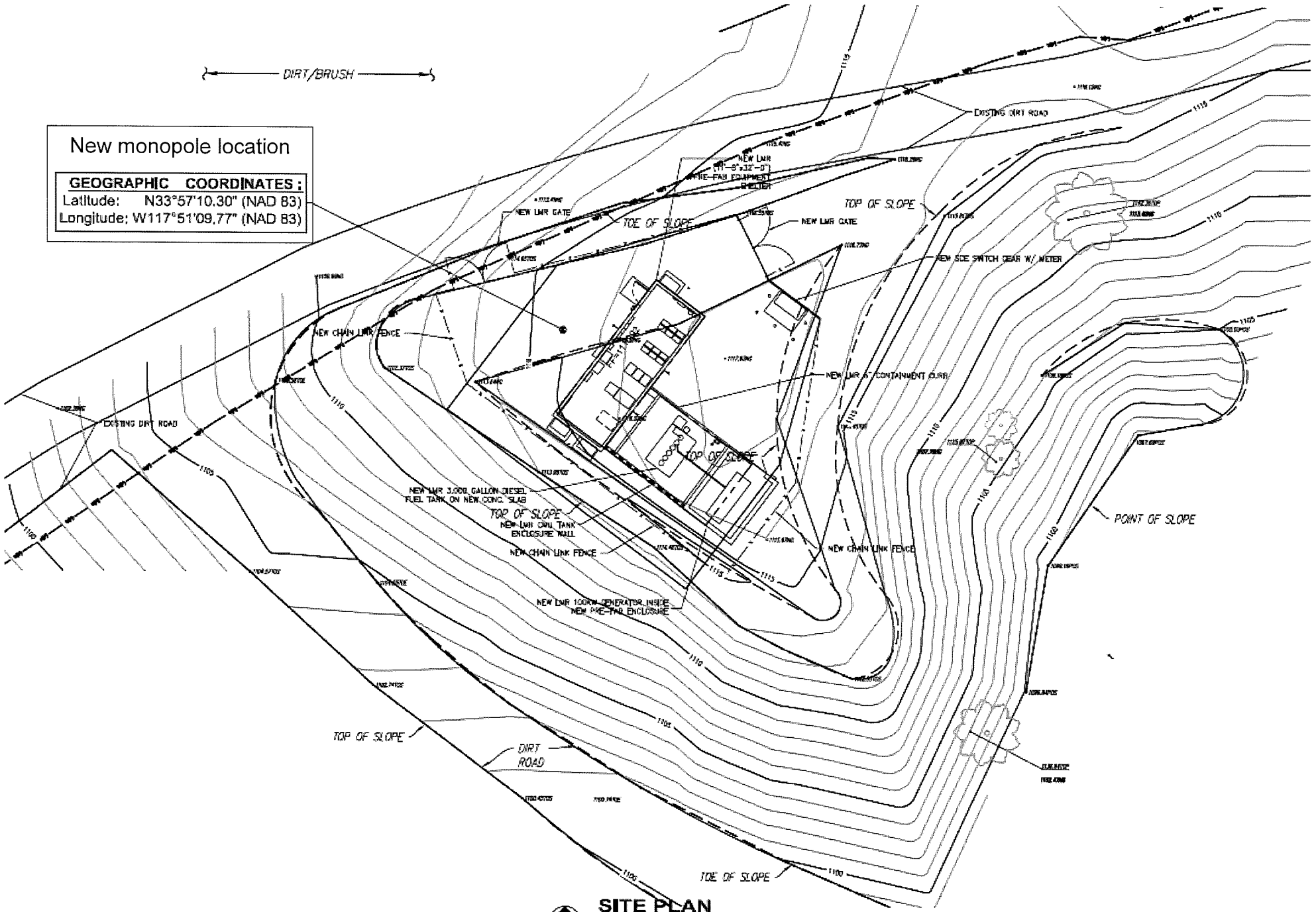
← DIRT/BRUSH →

### New monopole location

#### GEOGRAPHIC COORDINATES:

Latitude: N33°57'10.30" (NAD 83)

Longitude: W117°51'09.77" (NAD 83)



#### SITE PLAN



GRAPHIC SCALE: 1"=10'