

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

FEBRUARY 28, 2019
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

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.

-
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 February 28, 2019

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

5.2 Consideration of the minutes of August 23, 2018 regular meeting, February 5, 2019 joint special meeting, February 6, 2019 joint special meeting, and February 14, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **ACTION ITEMS**

6.1 Consideration of Development Plan 17-14, to allow for the construction of a 38,441 square foot tilt up industrial warehouse building consisting of 36,265 square feet of warehouse space and approximately 1,394 square feet of office space located at 13530 Nelson Avenue

a. Consideration of Resolution No. CC 2019-08 - 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- 14 TO ALLOW THE DEVELOPMENT OF A 38,441 SQUARE FOOT TILT UP INDUSTRIAL BUILDING LOCATED AT 13530 NELSON AVENUE IN THE CITY OF INDUSTRY, WITHIN THE "I" INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-08.

b. Consideration of Resolution No. CC 2019-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-14 TO ALLOW FOR THE DEVELOPMENT OF A 38,441 SQUARE FOOT TILT UP INDUSTRIAL BUILDING LOCATED AT 13530 NELSON AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-07.

- 6.2 Consideration of Resolution No. CC 2019-09 – 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 TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) FOR THE THIRD ANNUAL TASTE OF THE TOWN EVENT

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-09.

- 6.3 Consideration of Resolution No. CC 2019-10 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING POLICIES AND PROCEDURES TO ENSURE THAT MEETING MINUTES FOR THE CITY'S GOVERNING BODIES ARE PROMPTLY TRANSCRIBED, REVIEWED, APPROVED AND POSTED ON THE CITY'S WEBSITE

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-10, approving policies and procedures for completing and posting meeting minutes.

- 6.4 Consideration of Amendment No. 3 to the Professional Services Agreement with Cartegraph Systems, Inc. for Work Order Geographic Information System Software in the amount of \$123,446.75 through March 21, 2022 (MP 16-06)

RECOMMENDED ACTION: Approve the Amendment.

- 6.5 Consideration of Change Order No. 1 for Industry Hills Trail Grading Restoration Phase B (Project No. CIP-IH-18-006-B) with DELT Builders Inc., (Contract No. DS-18-039-B)

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

- 6.6 Consideration of a Professional Services Agreement with Interior Images, Inc. for Interior Design Services at the El Encanto Healthcare and Habilitation Center in an amount not-to-exceed \$58,885

RECOMMENDED ACTION: Approve the Agreement.

- 6.7 Consideration of a Maintenance Services Agreement with Mariposa Landscapes, Inc. for pruning trees at El Encanto Healthcare Facility in an amount not-to-exceed \$29,800.00 from February 28, 2019 through February 28, 2020

RECOMMENDED ACTION: Approve the Agreement.

- 6.8 Consideration of an advance of \$600,000 as part of the existing loan to the Industry Convalescent Hospital dba El Encanto Healthcare & Habilitation Center

RECOMMENDED ACTION: Approve an advance of \$600,000 as part of the existing loan to the Industry Convalescent Hospital dba El Encanto Healthcare & Habilitation Center.

- 6.9 Consideration of a License Agreement with Rowland Water District, for Access to Assessor's Parcel No. 8264-026-902 located at the northeast corner of Anaheim-Puente Road and Arenth Avenue for temporary staging of construction materials and equipment

RECOMMENDED ACTION: Approve the Agreement.

- 6.10 Consideration of a Professional Services Agreement with Prince Global Solutions, LLC, for Lobbying Services at the Federal Level

RECOMMENDED ACTION: Approve the Agreement.

- 6.11 Consideration of the placement of a Community Promotion within the 2019 Edition of Community Profiles, published by Civic Publications, Inc., in an amount of \$38,068

RECOMMENDED ACTION: Approve the Community Promotion materials.

- 6.12 Discussion and consideration of one appointment to serve on the City of Industry Planning Commission

RECOMMENDED ACTION: Discuss and make the appointment to the Planning Commission and/or provide additional direction to staff.

- 6.13 Discussion and consideration of two City Council appointments to serve on the City's Audit Committee

RECOMMENDED ACTION: Discuss and give direction.

7. **CLOSED SESSION**

7.1 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 Chino Hills; et al
Superior Court of California, County of San Bernardino

Case No.: CIVDS 1904434

7.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO
GOVERNMENT CODE SECTION 54957(b)(1) (PER STATE
CONTROLLERS RECOMMENDATION FOR ANNUAL REVIEWS)
TITLE: City Treasurer

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. Adjournment. The next regular City Council Meeting will be Thursday, March 14, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRAURY 28, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,170,601.25
103	PROP A FUND	3,772.15
120	CAPITAL IMPROVEMENT FUND	144,597.37
145	1998 REASSESSMENT IMPROVEMENT FUND	4,840.00
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,896.00
TOTAL ALL FUNDS		4,326,706.77

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	2,468,032.70
PROP/A	PROP A - CKING ACCOUNT	3,772.15
REF	REFUSE - CKING ACCOUNT	8,937.10
WFBK	WELLS FARGO - CKING ACCOUNT	1,845,964.82
TOTAL ALL BANKS		4,326,706.77

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

BANK OF AMERICA

February 28, 2019

Check	Date		Payee Name	Check Amount
91-1REDMPT.CHK - 98 Reassessment Improv Chking				
177	01/31/2019		U.S. BANK	\$4,840.00
	Invoice	Date	Description	Amount
	1/31/19	01/31/2019	1998 REVENUE BOND-CATELLUS PAYMENT	\$4,840.00
CITYGEN.CHK - City General				
1104	02/05/2019		CAL-PERS	\$43,192.70
	Invoice	Date	Description	Amount
	FEBRUARY 2019	02/05/2019	CALPERS MEDICAL PREMIUM FOR FEB 2019	\$43,192.70
24419	02/11/2019		CIVIC RECREATIONAL INDUSTRIAL	\$90,000.00
	Invoice	Date	Description	Amount
	02/11/2019	02/11/2019	TRANSFER FUNDS-CRIA A/P	\$90,000.00
24420	02/11/2019		INDUSTRY PROPERTY & HOUSING	\$30,000.00
	Invoice	Date	Description	Amount
	02/11/19-A	02/11/2019	TRANSFER FUNDS-IPHMA A/P	\$30,000.00
24421	02/13/2019		CITY OF INDUSTRY	\$2,300,000.00
	Invoice	Date	Description	Amount
	2/13/19	02/13/2019	TRANSFER FUNDS-REG 2/14/19	\$2,300,000.00

CITY OF INDUSTRY

BANK OF AMERICA

February 28, 2019

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

Checks	Status	Count	Transaction Amount
	Total	5	\$2,468,032.70

CITY OF INDUSTRY

PROP A

February 28, 2019

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90048	02/13/2019		WALNUT VALLEY WATER DISTRICT	\$149.26
	Invoice	Date	Description	Amount
	3251737	02/07/2019	1/3-1/30/19 SVC-PLATFORM METROLINK BREA CYN	\$20.54
	3243880	02/05/2019	1/1-1/31/19 SVC-IRR METROLINK STA-SPANISH LN	\$128.72
90049	02/28/2019		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3517420	02/01/2019	DISP SVC-METROLINK	\$78.80
90050	02/28/2019		INDUSTRY SECURITY SERVICES	\$3,443.69
	Invoice	Date	Description	Amount
	14-23657	02/15/2019	SECURITY SVC-METROLINK	\$1,724.47
	14-23615	02/08/2019	SECURITY SVC-METROLINK	\$1,719.22
90051	02/28/2019		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	365568	01/29/2019	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	4	\$3,772.15

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

February 28, 2019

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
80119	02/28/2019		PROTERRA, INC.	\$7,393.15
	Invoice	Date	Description	Amount
	2/13/2019	02/13/2019	REFUND-CID ACCT #402461	\$7,393.15
80120	02/28/2019		UNI-GLORY DEVELOPMENT, INC.	\$1,543.95
	Invoice	Date	Description	Amount
	2/5/2019	02/05/2019	REFUND-CID ACCT #412581	\$1,543.95

Checks	Status	Count	Transaction Amount
	Total	2	\$8,937.10

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
February 28, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70569	02/14/2019	02/14/2019	HELLING, TROY	(\$48.45)
	Invoice	Date	Description	Amount
			VOIDED CHECK-SIGNED IN ERROR	
	1/23/19	01/23/2019	REIMBURSE FOR LUNCH MEETINGS	(\$48.45)

Check	Status	Count	Transaction Amount
	Total	1	(\$48.45)

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70621	02/07/2019		FIDELITY SECURITY LIFE	\$1,200.11
	Invoice	Date	Description	Amount
	163783079	02/01/2019	VISION PREMIUM FOR FEBRUARY 2019	\$1,200.11
70622	02/07/2019		HUMANA INSURANCE COMPANY	\$5,437.24
	Invoice	Date	Description	Amount
	389690376	01/13/2019	DENTAL PREMIUM FOR FEBRUARY 2019	\$5,437.24
70623	02/07/2019		MUTUAL OF OMAHA	\$5,081.77
	Invoice	Date	Description	Amount
	857381790	02/01/2019	LIFE INSURANCE PREMIUM FOR FEBRUARY 2019	\$5,081.77
70624	02/07/2019		UNUM LIFE INSURANCE COMPANY	\$4,780.00
	Invoice	Date	Description	Amount
	2/1-2/28/19	01/18/2019	LONG TERM CARE PREMIUM FOR FEBRUARY 2019	\$4,780.00
70625	02/14/2019		HELLING, TROY	\$48.45
	Invoice	Date	Description	Amount
	1/23/19	01/23/2019	REIMBURSE FOR LUNCH MEETINGS	\$48.45
70626	02/13/2019		AT & T	\$19.01
	Invoice	Date	Description	Amount
	2019-00001084	02/01/2019	02/01-02/28/19 SVC - CITY WHITE PAGES	\$19.01
70627	02/13/2019		FRONTIER	\$1,182.08
	Invoice	Date	Description	Amount

CITY OF INDUSTRY

WELLS FARGO BANK

February 28, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00001085	02/01/2019	02/01-02/28/19 SVC - VARIOUS SITES	\$974.16
	2019-00001086	02/02/2019	02/02-03/01/19 SVC - 1015 NOGALES ST	\$60.75
	2019-00001087	02/02/2019	02/02-03/01/19 SVC - IH GOLF COURSE FUEL PUMP	\$147.17
70628	02/13/2019		ROWLAND WATER DISTRICT	\$3,069.15
	Invoice	Date	Description	Amount
	2019-00001068	01/30/2019	12/12-01/14/19 SVC - 17217 & 17229 CHESTNUT - IRR	\$134.18
	2019-00001069	01/30/2019	12/12-01/14/19 SVC - 1123 HATCHER ST STE C	\$104.55
	2019-00001070	01/30/2019	12/12-01/14/19 SVC - 1135 HATCHER AVE	\$50.15
	2019-00001071	01/30/2019	12/12-01/14/19 SVC - AZUSA AVE (RC)	\$62.03
	2019-00001072	01/30/2019	12/12-01/14/19 SVC - 1123 HATCHER ST STE D	\$66.15
	2019-00001073	01/30/2019	12/12-01/14/19 SVC - 755 NOGALES AT - RC	\$242.18
	2019-00001074	01/30/2019	12/12-01/14/19 SVC - HURLEY STREET & VALLEY BLVD	\$437.73
	2019-00001075	01/30/2019	12/12-01/14/19 SVC - 18044 ROWLAND ST	\$53.35
	2019-00001076	01/30/2019	12/12-01/14/19 SVC - 17401 VALLEY BLVD.	\$404.90
	2019-00001077	01/30/2019	12/12-01/14/19 SVC - 930 AZUSA AVE	\$453.73
	2019-00001078	01/30/2019	12/13-01/16/19 SVC - 1100 SOUTH AZUSA AVENUE	\$165.87
	2019-00001079	01/30/2019	12/13-01/16/19 SVC - 909 U NOGALES ST	\$427.75
	2019-00001080	01/30/2019	12/13-01/16/19 SVC - 1023U NOGALES ST	\$40.55
	2019-00001081	01/30/2019	12/13-01/16/19 SVC - AZUSA AVE. - CENTER	\$62.95
	2019-00001082	01/30/2019	12/13-01/16/19 SVC - AZUSA AVE.	\$57.38
	2019-00001083	01/30/2019	12/13-01/22/19 SVC - 1015 NOGALES ST - PUMP	\$305.70
70629	02/13/2019		SAN GABRIEL VALLEY WATER CO.	\$4,991.42
	Invoice	Date	Description	Amount
	2019-00001056	01/29/2019	12/28-01/28/19 SVC - IRRIG SALT LAKE/SEVENTH	\$193.94
	2019-00001057	01/29/2019	12/28-01/28/19 SVC - PELLISSIER	\$179.82

CITY OF INDUSTRY

WELLS FARGO BANK

February 28, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00001058	01/29/2019	12/28-01/28/19 SVC - PELLISSIER	\$455.94
	2019-00001059	01/29/2019	12/28-01/28/19 SVC - PELLISSIER	\$311.20
	2019-00001060	01/29/2019	12/28-01/28/19 SVC - PECK/UNION PACIFIC BRIDGE	\$507.88
	2019-00001061	01/29/2019	12/28-01/28/19 SVC - CROSSROADS PKWY NORTH	\$526.80
	2019-00001062	01/29/2019	12/28-01/28/19 SVC - S/E COR OF PELLISSIER	\$1,245.47
	2019-00001063	01/29/2019	12/28-01/28/19 SVC - STA 111-50 CROSSROAD PKWY	\$210.08
	2019-00001064	01/29/2019	12/28-01/28/19 SVC - STA 103-80 CROSSROADS PKWY	\$115.52
	2019-00001065	01/29/2019	12/28-01/28/19 SVC - STA 129-00 CROSSROADS PKWY	\$372.73
	2019-00001066	01/29/2019	12/28-01/28/19 SVC - CROSSROADS PKWY SOUTH	\$178.81
	2019-00001067	01/29/2019	12/28-01/28/19 SVC - CROSSROADS PKWY SOUTH	\$693.23
70630	02/13/2019		SO CALIFORNIA EDISON COMPANY	\$5,688.40
	Invoice	Date	Description	Amount
	15660STAFF-JAN19	01/29/2019	12/27-01/28/19 SVC - 15660 STAFFORD ST	\$1,331.42
	2019-00001088	02/02/2019	01/01-02/01/19 SVC - 1 VALLEY/AZUSA OL1	\$15.89
	2019-00001089	02/02/2019	01/01-02/01/19 SVC - VARIOUS SITES	\$88.90
	2019-00001090	02/05/2019	01/03-02/01/19 SVC - 15625 STAFFORD ST	\$3,494.16
	2019-00001091	02/06/2019	01/05-02/05/19 SVC - 1135 HATCHER AVE	\$225.15
	2019-00001092	02/06/2019	01/05-02/05/19 SVC - 1123 HATCHER AVE STE A	\$235.85
	2019-00001093	02/07/2019	12/05-01/05/19 SVC - 133 N AZUSA AVE	\$138.46
	2019-00001094	02/07/2019	01/05-02/05/19 SVC - VARIOUS SITES	\$91.19
	2019-00001095	02/09/2019	01/09-02/08/19 SVC - 575 BALDWIN PARK BLVD U	\$67.38
70631	02/13/2019		SOCALGAS	\$1,920.94
	Invoice	Date	Description	Amount
	2019-00001096	02/01/2019	12/31-01/30/19 SVC - 710 NOGALES ST	\$17.06
	2019-00001097	02/01/2019	12/31-01/30/19 SVC - 1015 NOGALES ST STE 101	\$19.02
	2019-00001098	02/05/2019	01/03-02/01/19 SVC - 1 INDUSTRY HILLS PKWY	\$16.57

CITY OF INDUSTRY

WELLS FARGO BANK

February 28, 2019

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	2019-00001099	02/05/2019	01/03-02/01/19 SVC - 2700 CHINO HILLS PKWY	\$122.03
	2019-00001100	02/07/2019	01/07-02/05/19 SVC - 15625 STAFFORD ST APT A	\$494.21
	2019-00001101	02/07/2019	01/07-02/05/19 SVC - 15625 STAFFORD ST APT B	\$549.67
	2019-00001102	02/07/2019	01/07-02/05/19 SVC - 15651 STAFFORD ST	\$356.39
	2019-00001103	02/07/2019	01/07-02/05/19 SVC - 15633 RAUSCH RD	\$345.99
70632	02/13/2019	SUBURBAN WATER SYSTEMS		\$276.40
	Invoice	Date	Description	Amount
	180031383579	02/04/2019	01/04-02/04/19 SVC - NE CNR VALLEY/STIMS	\$276.40
70633	02/13/2019	VERIZON WIRELESS - LA		\$1,434.99
	Invoice	Date	Description	Amount
	9823052290	01/26/2019	12/27-01/26/19 SVC - VARIOUS WIRELESS SVC	\$1,434.99
70634	02/13/2019	WALNUT VALLEY WATER DISTRICT		\$2,632.90
	Invoice	Date	Description	Amount
	3243909	02/05/2019	01/01-01/31/19 SVC - IRR 820 FAIRWAY DR	\$192.74
	3243961	02/05/2019	01/01-01/31/19 SVC - LEMON AVE N OF CURRIER RD	\$78.52
	3243995	02/05/2019	01/01-01/31/19 SVC - BREA CYN RD & OLD RANCH RD	\$39.04
	3244011	02/05/2019	01/01-01/31/19 SVC - FERRERO & GRAND EAST RAMP	\$510.46
	3244057	02/05/2019	01/01-01/31/19 SVC - 21350 VALLEY-MEDIAN	\$55.96
	3244058	02/05/2019	01/01-01/31/19 SVC - GRAND CROSSING EAST	\$31.52
	3244059	02/05/2019	01/01-01/31/19 SVC - GRAND CROSSING WEST	\$57.84
	3244060	02/05/2019	01/01-01/31/19 SVC - BAKER PKWY & GRAND N/W CNR	\$98.74
	3244067	02/05/2019	01/01-01/31/19 SVC - E/S GRAND S/O BAKER PKWY	\$217.18
	3244073	02/05/2019	01/01-01/31/19 SVC - BREA CYN N OF RR TRKS	\$114.54
	3244074	02/05/2019	01/01-01/31/19 SVC - BREA CYN N OF CURRIER	\$26.18
	3244076	02/05/2019	01/01-01/31/19 SVC - 60 FWY INTERCHANGE FAIRWAY	\$20.54
	3244095	02/05/2019	01/01-01/31/19 SVC - END OF BAKER PKWY-TEMP	\$1,104.41

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3251738	02/07/2019	01/03-01/30/19 SVC - PUMP STATION BREA CYN	\$24.09
	3251964	02/07/2019	01/03-01/30/19 SVC - NOGALES PUMP STATION	\$61.14
70635	02/14/2019		EL ENCANTO HEALTHCARE	\$28,006.47
	Invoice	Date	Description	Amount
	2/14/19	02/14/2019	FINANCIAL ASSISTANCE-EL ENCANTO	\$28,006.47
70636	02/20/2019		NEOFUNDS BY NEOPOST	\$653.30
	Invoice	Date	Description	Amount
	02/03/19	02/03/2019	POSTAGE/SUPPLIES-FINANCE DEPT	\$653.30
70637	02/20/2019		WELLS FARGO	\$4,727.20
	Invoice	Date	Description	Amount
	2019-00001129	02/03/2019	CREDIT CARD EXPENSE P/E 2/3/19	\$4,727.20
70638	02/28/2019		ANNEALTA GROUP	\$78,601.30
	Invoice	Date	Description	Amount
	1344	02/06/2019	GENERAL PLANNING SVC-JAN 2019	\$24,312.80
	1343	02/06/2019	GENERAL DEVELOPMENT SVC-JAN 2019	\$48,484.50
	1347	02/06/2019	13530 NELSON AVE	\$3,063.00
	1352	02/06/2019	333 HACIENDA BLVD	\$1,456.00
	1350	02/06/2019	18731 RAILROAD ST	\$1,144.00
	1351	02/06/2019	250 TURNBULL CYN RD	\$141.00
70639	02/28/2019		ARAMARK REFRESHMENT SERVICE,	\$133.09
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	7010931	02/12/2019	COFFEE/OFFICE SUPPLIES	\$133.09
70640	02/28/2019		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	95	01/31/2019	MAINT SVC-FEB 2019	\$14,580.00
70641	02/28/2019		BANK OF AMERICA - VISA	\$25.00
	Invoice	Date	Description	Amount
	2019-00001130	02/06/2019	ANNUAL CARD FEE	\$25.00
70642	02/28/2019		BLACK ODOWD AND ASSOCIATES,	\$14,310.00
	Invoice	Date	Description	Amount
	18-2818-1	02/07/2019	PLANS FOR STRUCTURE AT 1123 S. HATCHER AVE	\$14,310.00
70643	02/28/2019		BLAKE AIR CONDITIONING COMPANY	\$1,568.10
	Invoice	Date	Description	Amount
	51759	02/08/2019	A/C REPAIR-CITY HALL	\$1,568.10
70644	02/28/2019		BRYAN PRESS	\$44.33
	Invoice	Date	Description	Amount
	0080939	01/30/2019	BUSINES CARDS-K. TAI	\$44.33
70645	02/28/2019		CALIFORNIA HISTORICAL SOCIETY	\$100.00
	Invoice	Date	Description	Amount
	02/12/19	02/12/2019	MEMEBERSHIP-HOMESTEAD	\$100.00
70646	02/28/2019		CARTEGRAPH SYSTEMS, INC.	\$30,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	SIN005698	02/06/2019	GEOGRAPHIC INFO SYSTEM SOFTWARE	\$30,000.00
70647	02/28/2019		CINTAS CORPORATION LOC 693	\$166.80
	Invoice	Date	Description	Amount
	693181704	01/21/2019	DOOR MATS	\$55.60
	693185697	02/04/2019	DOOR MATS	\$55.60
	693187701	02/11/2019	DOOR MATS	\$55.60
70648	02/28/2019		CITY OF INDUSTRY	\$168.94
	Invoice	Date	Description	Amount
	18474	01/07/2019	REPLENISH ACCOUNT	\$168.94
70649	02/28/2019		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	3519167	01/31/2019	DISP SVC-3226 GILMAN RD	\$84.51
	3519168	01/31/2019	DISP SVC-16000 TEMPLE AVE	\$140.85
	3519169	01/31/2019	DISP SVC-14362 PROCTOR AVE	\$84.51
	3519170	01/31/2019	DISP SVC-15710 NELSON AVE	\$28.17
	3519171	01/31/2019	DISP SVC-15702 NELSON AVE	\$28.17
	3519172	01/31/2019	DISP SVC-507 TURNBULL CYN RD	\$56.34
	3519173	01/31/2019	DISP SVC-15730 NELSON AVE	\$28.17
	3519174	01/31/2019	DISP SVC-15644 NELSON AVE	\$28.17
	3519175	01/31/2019	DISP SVC-15626 NELSON AVE	\$28.17
	3519176	01/31/2019	DISP SVC-629 GIANO AVE	\$56.34
	3519177	01/31/2019	DISP SVC-754 S 5TH AVE	\$56.34

CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3519178	01/31/2019	DISP SVC-210 S 9TH AVE	\$56.34
3519179	01/31/2019	DISP SVC-16020 HILL ST	\$28.17
3519180	01/31/2019	DISP SVC-15736 NELSON AVE	\$28.17
3519181	01/31/2019	DISP SVC-15634 NELSON AVE	\$28.17
3519182	01/31/2019	DISP SVC-257 TURNBULL CYN RD	\$42.26
3519183	01/31/2019	DISP SVC-643 GIANO AVE	\$56.34
3519184	01/31/2019	DISP SVC-15151 PROCTOR AVE	\$84.51
3519185	01/31/2019	DISP SVC-15157 WALBROOK DR	\$28.17
3519186	01/31/2019	DISP SVC-16000 HILL ST	\$28.17
3519187	01/31/2019	DISP SVC-16010 HILL ST	\$56.34
3519188	01/31/2019	DISP SVC-16014 HILL ST	\$28.17
3519189	01/31/2019	DISP SVC-16229 HANDORF RD	\$28.17
3519190	01/31/2019	DISP SVC-16242 HANDORF RD	\$56.34
3519191	01/31/2019	DISP SVC-16220 HANDORF RD	\$84.51
3519192	01/31/2019	DISP SVC-16218 HANDORF RD	\$28.17
3519193	01/31/2019	DISP SVC-16217 HANDORF RD	\$56.34
3519194	01/31/2019	DISP SVC-16225 HANDORF RD	\$28.17
3519195	01/31/2019	DISP SVC-16238 HANDORF RD	\$28.17
3519196	01/31/2019	DISP SVC-16224 HANDORF RD	\$28.17
3519197	01/31/2019	DISP SVC-15714 NELSON AVE	\$28.17
3519198	01/31/2019	DISP SVC-15652 NELSON AVE	\$28.17
3519199	01/31/2019	DISP SVC-134 TURNBULL CYN RD	\$28.17
3519200	01/31/2019	DISP SVC-14063 PROCTOR AVE	\$84.51
3519201	01/31/2019	DISP SVC-20137 WALNUT DR S	\$28.17
3519202	01/31/2019	DISP SVC-15722 NELSON AVE	\$28.17
3519203	01/31/2019	DISP SVC-17229 CHESTNUT ST	\$84.51

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3519204	01/31/2019	DISP SVC-130 TURNBULL CYN RD	\$28.17
	3519205	01/31/2019	DISP SVC-132 TURNBULL CYN RD	\$28.17
	3519206	01/31/2019	DISP SVC-138 TURNBULL CYN RD	\$28.17
	3519207	01/31/2019	DISP SVC-15236 VALLEY BLVD	\$169.02
	3519208	01/31/2019	DISP SVC-16200 TEMPLE AVE	\$84.51
	3519209	01/31/2019	DISP SVC-14310 PROCTOR AVE	\$84.51
	3519210	01/31/2019	DISP SVC-16212 TEMPLE AVE	\$84.51
70650	02/28/2019		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R PE 2/8/19	02/19/2019	REIMBURSE FOR PAYROLL P/E 2/8/19	\$100,000.00
70651	02/28/2019		CITY OF INDUSTRY-REFUSE	\$12,633.14
	Invoice	Date	Description	Amount
	3518787	01/31/2019	DISP SVC-1123 HATCHER AVE	\$5,917.56
	3517577	02/01/2019	DISP SVC-205 N HUDSON AVE	\$192.82
	3517850	02/01/2019	DISP SVC-CITY BUS STOPS	\$4,376.33
	3517359	02/01/2019	DISP SVC-CITY HALL	\$313.42
	3517360	02/01/2019	DISP SVC-TONNER CYN (MAINT YD)	\$1,388.18
	3517361	02/01/2019	STORAGE BOX RENTAL-TONNER CYN (CAMP	\$300.00
	3517362	02/01/2019	DISP SVC-TRES HERMANOS	\$144.83
70652	02/28/2019		CLARK DUGGER PHOTOGRAPHY	\$3,200.00
	Invoice	Date	Description	Amount
	1330	01/28/2019	VIDEO PRODUCTION-HOMESTEAD	\$3,200.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
70653	02/28/2019	CNC ENGINEERING		\$275,310.31
Invoice	Date	Description	Amount	
032019	02/14/2019	MEALS/WHEELS RENT-MAR 2019	\$5,000.00	
458110	02/14/2019	EMERGENCY STANDBY POWER GENERATOR	\$3,628.75	
458111	02/14/2019	ELECTRIC VEHICLE CHARGING STATION	\$4,170.00	
458112	02/14/2019	RESURFACING DESIGN-EXPO CENTER	\$19,090.00	
458113	02/14/2019	EXPO CENTER MAIN GATE	\$5,097.50	
458114	02/14/2019	AVALON ROOM DESIGN	\$185.00	
458115	02/14/2019	PATIO CAFE DESIGN	\$185.00	
458116	02/14/2019	METROLINK STN SECURITY SYSTEM	\$1,202.50	
458117	02/14/2019	CITYWIDE ADA SELF-EVALUATION PLAN	\$370.00	
458118	02/14/2019	CITYWIDE SIGNAGE UPDATE	\$3,645.00	
458119	02/14/2019	SITE PLAN FOR SHERIFF TRAILER	\$2,092.50	
458120	02/14/2019	INDUSTRY HILLS TRAIL GRADING	\$1,387.50	
458121	02/14/2019	INDUSTRY HILLS TRAILS LIGHTING	\$4,866.25	
458122	02/14/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$1,535.00	
458123	02/14/2019	CATCH BASIN RETROFITS	\$1,110.00	
458124	02/14/2019	KELLA AVE STORM DRAIN	\$490.00	
458125	02/14/2019	SEWER DESING-EXPO CENTER	\$3,312.50	
458126	02/14/2019	FULLERTON RD PCC	\$9,315.00	
458127	02/14/2019	RESURFACING OF DON JULIAN RD	\$555.00	
458128	02/14/2019	PRELIMINARY DESIGN-BICYCLE PATH	\$740.00	
458129	02/14/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	\$185.00	
458130	02/14/2019	STARHILL LANE WATERLINE	\$4,685.00	
458131	02/14/2019	4TH AVE AND TRAILSIDE WATERLINE	\$925.00	
458132	02/14/2019	DON JULIAN AND BASETDALE WATERLINE	\$7,370.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
458133	02/14/2019	LOMITAS GENERATOR	\$185.00
458134	02/14/2019	GENERAL ENG-MAINT OF CITY	\$330.00
458135	02/14/2019	GENERAL ENG-PLAN APPROVAL	\$5,670.00
458136	02/14/2019	GENERAL ENG-TRAFFIC	\$8,582.50
458137	02/14/2019	GENERAL ENG-COUNTER SVC	\$2,562.50
458138	02/14/2019	GENERAL ENG-PERMITS	\$19,443.75
458139	02/14/2019	WALNUT DR SOUTH WIDENING	\$3,240.00
458140	02/14/2019	ARENTH AVE RECONSTRUCTION	\$725.00
458141	02/14/2019	205 HUDSON AVE BLDG	\$2,287.50
458142	02/14/2019	GENERAL ENG SVC 1/28-2/10/19	\$57,996.87
458143	02/14/2019	NPDES STORM WATER	\$2,087.50
458144	02/14/2019	TONNER CYN PROPERTY	\$700.00
458145	02/14/2019	EXPO CENTER-STANDARDS OF FACILITIES	\$2,872.50
458146	02/14/2019	TRES HERMANOS GENERAL ENGINEERING	\$8,313.75
458147	02/14/2019	CITY HALL MAINT	\$3,487.50
458148	02/14/2019	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,250.00
458149	02/14/2019	SAFETY UPGRADES AT RR CROSSINGS	\$462.50
458151	02/14/2019	SAN JOSE RECONSTRUCTION	\$11,707.62
458152	02/14/2019	TRAFFIC SIGNAL AT NELSON/SUNSET	\$1,007.50
458153	02/14/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	\$1,212.50
458154	02/14/2019	HIGHWAY BRIDGE PROGRAM	\$185.00
458155	02/14/2019	FISCAL YEAR BUDGET	\$3,305.00
458156	02/14/2019	BUSINESS PKY PCC PAVEMENT	\$5,795.00
458157	02/14/2019	FOLLOW'S CAMP PROPERTY	\$2,970.00
458158	02/14/2019	VARIOUS ASSIGNMENT RELATED TO SA	\$7,967.50
458159	02/14/2019	NELSON AVE/PUENTE WIDENING	\$1,710.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
458160	02/14/2019		CITY PLAN UPDATE-BICYCLE MASTER PLAN	\$290.00
458161	02/14/2019		ARENTH AVE ST LIGHT PROJECT	\$1,480.00
458162	02/14/2019		ARENTH GUARD RAIL INSTALLATION	\$3,590.00
458163	02/14/2019		CARTEGRAPH MGMT	\$20,447.50
458164	02/14/2019		PLANETBIDS MGMT	\$6,118.32
458165	02/14/2019		EAST END DEVELOPMENT	\$2,947.50
458166	02/14/2019		FULLERTON RD GRADE SEPARATION	\$832.50
458167	02/14/2019		FAIRWAY DR GRADE SEPARATION	\$370.00
459169	02/14/2019		CITY STREET LIGHT PURCHASE	\$2,035.00
70654	02/28/2019		COMMUNE COMMUNICATION	\$900.00
Invoice	Date	Description	Amount	
2019009	01/31/2019	BRANDING-COLOR FOR NEW LOGO-HOMESTEAD	\$900.00	
70655	02/28/2019		CORELOGIC INFORMATION	\$192.50
Invoice	Date	Description	Amount	
81942057	01/31/2019	GEOGRAPHIC PKG-JAN 2019	\$192.50	
70656	02/28/2019		CREATIVE IMAGE PRODUCTS	\$242.25
Invoice	Date	Description	Amount	
1525	01/29/2019	COI NAME BADGES (14)	\$242.25	
70657	02/28/2019		DIAMOND BAR ELECTRIC, INC.	\$398.74
Invoice	Date	Description	Amount	
14700	01/23/2019	INSPECT/REPAIR FUSES-HOMESTEAD	\$398.74	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70658	02/28/2019		DIGITAL DPD, INC.	\$206.08
	Invoice	Date	Description	Amount
	13478	01/11/2019	FLYERS FOR HOMESTEAD	\$206.08
70659	02/28/2019		EGOSCUE LAW GROUP, INC.	\$4,400.00
	Invoice	Date	Description	Amount
	12196	02/05/2019	LEGAL SVC-FOLLOW'S CAMP	\$4,400.00
70660	02/28/2019		ELEVATE PUBLIC AFFAIRS, LLC	\$28,134.56
	Invoice	Date	Description	Amount
	1498	01/15/2019	IBC STRATEGIC CONSULTING-DEC 2018	\$6,850.00
	1517	02/08/2019	IBC STRATEGIC CONSULTING-JAN 2019	\$6,000.00
	1516	02/08/2019	MEDIA CONSULTING-JAN 2019	\$15,284.56
70661	02/28/2019		FEDERAL EXPRESS CORP.	\$37.62
	Invoice	Date	Description	Amount
	6-455-06998	12/14/2018	MESSENGER SVC	\$37.62
70662	02/28/2019		FRAZER, LLP	\$54,415.00
	Invoice	Date	Description	Amount
	159160	01/31/2019	SA-PROF SVC FOR JAN 2019	\$8,200.00
	159167	01/31/2019	COI-PROF SVC FOR JAN 2019	\$46,215.00
70663	02/28/2019		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	40453	01/25/2019	IH FUEL STATION MAINT	\$150.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
70664	02/28/2019	GMS ELEVATOR SERVICES, INC			\$138.00
	Invoice	Date	Description	Amount	
	95492	02/01/2019	ELEVATOR MAINT-CITY HALL	\$138.00	
70665	02/28/2019	HADDICK'S AUTO BODY			\$6,642.27
	Invoice	Date	Description	Amount	
	048028	02/04/2019	AUTO MAINT-LIC 1347776	\$151.39	
	048029	02/04/2019	AUTO MAINT-LIC 1320295	\$69.00	
	048031	02/04/2019	AUTO MAINT-LIC 1279616	\$3,910.00	
	048032	02/04/2019	AUTO MAINT/SMOG CHECK-LIC 1279616	\$463.46	
	048033	02/04/2019	AUTO MAINT-LIC 7C21316	\$947.63	
	048034	02/04/2019	SMOG CHECK-LIC 98407C1	\$69.00	
	048035	02/04/2019	AUTO MAINT/SMOG CHECK-LIC 1370863	\$125.16	
	048036	02/04/2019	SMOG CHECK-LIC 7EAL475	\$69.00	
	048037	02/04/2019	SMOG CHECK-LIC 1406136	\$69.00	
	048038	02/04/2019	AUTO MAINT/SMOG CHECK-LIC 1094930	\$123.56	
	048039	02/04/2019	TOWING/SMOG CHECK-LIC 1210025	\$229.00	
	048040	02/04/2019	SMOG CHECK-LIC 7C21316	\$69.00	
	048041	02/04/2019	SMOG CHECK-LIC 1282752	\$69.00	
	048030	02/04/2019	AUTO MAINT-LIC 1210025	\$218.07	
	H-83835	02/06/2019	TOWING SVC-LIC 1347776	\$60.00	
70666	02/28/2019	HAGERTY, MARIA L.			\$67.24
	Invoice	Date	Description	Amount	
	2/12/2019	02/12/2019	TEXT BOOK FOR CLASS	\$67.24	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70667	02/28/2019			INDUSTRY SECURITY SERVICES	\$12,060.70
	Invoice	Date	Description	Amount	
	14-23655	02/15/2019	SECURITY SVC-TRES HERMANOS	\$1,177.68	
	14-23652	02/15/2019	SECURITY SVC-VARIOUS SITES	\$4,368.98	
	14-23611	02/08/2019	SECURITY SVC-VARIOUS SITES	\$4,326.92	
	14-23614	02/08/2019	SECURITY SVC-TRES HERMANOS	\$2,187.12	
70668	02/28/2019			INDUSTRY SECURITY SERVICES	\$23,390.10
	Invoice	Date	Description	Amount	
	14-23647	02/15/2019	SECURITY SVC 2/8-2/14/19	\$11,710.82	
	14-23606	02/08/2019	SECURITY SVC 2/1-2/7/19	\$11,679.28	
70669	02/28/2019			INDUSTRY TIRE SERVICE	\$25.00
	Invoice	Date	Description	Amount	
	0286737	02/05/2019	REPAIR LOOSE TIRE	\$25.00	
70670	02/28/2019			JAS PACIFIC	\$10,320.00
	Invoice	Date	Description	Amount	
	BI 13191	02/05/2019	DEVELOPMENT SVC SUPPORT-JAN 2019	\$10,320.00	
70671	02/28/2019			JMDiaz, Inc.	\$74,439.36
	Invoice	Date	Description	Amount	
	026 (19-002)	01/31/2019	STAFF AUGMENTATION-JAN 2019	\$74,439.36	
70672	02/28/2019			KLEINFELDER, INC.	\$3,044.26

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	001228368	01/31/2019	ROWLAND ST RAP	\$3,044.26
70673	02/28/2019		L A COUNTY DEPT OF PUBLIC	\$56,561.43
	Invoice	Date	Description	Amount
	IN190000474	01/24/2019	BLDG & SAFETY SVC-ONE STOP SHOP FOR NOV 2018	\$56,561.43
70674	02/28/2019		L A COUNTY SHERIFF'S	\$828,283.53
	Invoice	Date	Description	Amount
	192528CY	02/06/2019	SHERIFF CONTRACT-JAN 2019	\$828,283.53
70675	02/28/2019		LOS ANGELES TIMES	\$124.00
	Invoice	Date	Description	Amount
	10007162114-C	01/30/2019	SUBSCRIPTION THRU 5/1/19-HOMESTEAD	\$124.00
70676	02/28/2019		LOS ANGELES TIMES	\$76.05
	Invoice	Date	Description	Amount
	10007093243	01/30/2019	SUBSCRIPTION THRU 6/5/19-CITY HALL	\$76.05
70677	02/28/2019		MICHAEL PARKER	\$113.70
	Invoice	Date	Description	Amount
	2/11/2019	02/11/2019	REFUND-CERTIFICATE OF OCCUPANCY NOT TOBE	\$113.70
70678	02/28/2019		MOUNTAIN VIEW SCHOOL DISTRICT	\$100.00
	Invoice	Date	Description	Amount
	1819JTTBE1	02/15/2019	BUS FUNDING STIPEND-HOMESTEAD	\$100.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70679	02/28/2019		MUNI-ENVIRONMENTAL, LLC	\$28,086.87
	Invoice	Date	Description	Amount
	19-006	02/04/2019	COMMERCIAL WASTE PROGRAM	\$28,086.87
70680	02/28/2019		OPEN TEXT INC.	\$68.50
	Invoice	Date	Description	Amount
	07634191902	02/02/2019	FAX SVC-JAN 2019	\$68.50
70681	02/28/2019		PADILLA, YVETTE	\$80.13
	Invoice	Date	Description	Amount
	SPRING 2019	02/12/2019	REIMBURSEMENT FOR BOOKS	\$80.13
70682	02/28/2019		POST ALARM SYSTEMS	\$295.51
	Invoice	Date	Description	Amount
	1144006	02/05/2019	MONITORING SVC-HOMESTED	\$295.51
70683	02/28/2019		PUENTE HILLS SUBARU	\$1,447.33
	Invoice	Date	Description	Amount
	2/5/2019	02/05/2019	REFUND FOR OVERPAYMENT-CK #41483	\$1,447.33
70684	02/28/2019		R.F. DICKSON CO., INC.	\$18,297.82
	Invoice	Date	Description	Amount
	2509532	01/31/2019	STREET AND PARKING LOT SWEEPING	\$18,297.82
70685	02/28/2019		RICOH USA, INC.	\$1,387.88
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	31423382	02/08/2019	COPIER LEASE-TREASURY	\$252.66
	31423570	02/08/2019	COPIER LEASE-FINANCE	\$289.36
	5055895089	02/08/2019	METER READING-VARIOUS COPIERS	\$748.84
	5055868213	02/03/2019	METER READING-DEV COPIER	\$97.02
70686	02/28/2019		RICOH USA, INC.	\$2,808.47
	Invoice	Date	Description	Amount
	62442106	02/09/2019	COPIER LEASE-VARIOUS	\$2,524.53
	62527168	02/15/2019	COPIER LEASE-HR	\$283.94
70687	02/28/2019		SAN GABRIEL VALLEY NEWSPAPER	\$436.00
	Invoice	Date	Description	Amount
	0011233710	02/11/2019	NOTICE OF ELECTION	\$436.00
70688	02/28/2019		SAN GABRIEL VALLEY NEWSPAPER	\$5,529.09
	Invoice	Date	Description	Amount
	0000422470	01/31/2019	MONTHLY ADVERTISING-HOMESTEAD	\$1,068.44
	0000418393	12/31/2018	MONTHLY ADVERTISING-HOMESTEAD	\$4,460.65
70689	02/28/2019		SECURITY OPERATIONS GROUP	\$1,375.00
	Invoice	Date	Description	Amount
	1105	02/08/2019	INVESTIGATION-17007 EVERGREEN PLACE	\$380.00
	1103	01/31/2019	INVESTIGATION-16006 KAPLAN	\$995.00
70690	02/28/2019		SO CAL INDUSTRIES	\$385.95
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	365792	01/30/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	366842	02/06/2019	RR RENTAL-TONNER CYN/57 FWY	\$285.55
70691	02/28/2019		SPECTRUM	\$1,877.98
	Invoice	Date	Description	Amount
	0362894020119	02/01/2019	BUSINESS INTERNET-JAN/FEB 2019	\$1,877.98
70692	02/28/2019		STATE COMPENSATION INS. FUND	\$3,544.33
	Invoice	Date	Description	Amount
	FEBRUARY 2019	02/04/2019	WORKMANS COMP PREMIUM FOR FEB.2019	\$3,544.33
70693	02/28/2019		SUPERIOR COURT OF CALIFORNIA,	\$6,634.00
	Invoice	Date	Description	Amount
	JANUARY 2019	02/11/2019	PARKING CITATIONS REPORT-JAN 2019	\$6,634.00
70694	02/28/2019		THE BIG NORWEGIAN	\$3,309.77
	Invoice	Date	Description	Amount
	Q1192	12/29/2018	REPAIR ON CAT 953C-TONNER CYN	\$3,309.77
70695	02/28/2019		THE PUN GROUP	\$25,206.00
	Invoice	Date	Description	Amount
	111937SA	12/31/2018	SA-AUDIT FY 17/18	\$2,715.00
	111937	12/31/2018	COI-AUDIT FY 17/18	\$19,595.00
	111937PFA	12/31/2018	PFA-AUDIT FY 17/18	\$2,896.00
70696	02/28/2019		THE TECHNOLOGY DEPOT	\$13,521.90

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	9980	02/01/2019	NETWORK MAINT-SHERIFF'S BLDG	\$264.30
	9981	02/01/2019	NETWORK MAINT-CITY HALL/METRO/SUBSTATION	\$362.10
	10000	02/01/2019	SOFTWARE FOR NETWORK	\$1,748.00
	10009	02/08/2019	NETWORK MAINT-TICKET #11195	\$82.50
	10010	02/08/2019	NETWORK MAINT-TICKET #11200	\$662.50
	10011	02/08/2019	NETWORK MAINT-TICKET #11205	\$41.25
	10012	02/08/2019	NETWORK MAINT-TICKET #	\$495.00
	10013	02/08/2019	NETWORK MAINT-TICKET #11220	\$1,322.50
	10016	02/08/2019	NETWORK MAINT-TICKET #11278	\$247.50
	10018	02/08/2019	NETWORK MAINT-TICKET #11283	\$82.50
	10019	02/08/2019	NETWORK MAINT-TICKET #11303	\$1,405.00
	10020	02/08/2019	NETWORK MAINT-TICKET #11343	\$580.00
	10021	02/08/2019	NETWORK MAINT-TICKET #11347	\$412.50
	10022	02/08/2019	NETWORK MAINT-TICKET #9187	\$1,773.75
	10043	02/12/2019	NETWORK MAINT-TICKET #9181	\$4,042.50
70697	02/28/2019		TPX COMMUNICATIONS	\$3,560.17
	Invoice	Date	Description	Amount
	112749019-0	01/31/2019	INTERNET SVC-CITY HALL	\$3,560.17
70698	02/28/2019		TPX COMMUNICATIONS	\$1,447.79
	Invoice	Date	Description	Amount
	112691492-0	01/31/2019	TEL/INTERNET SVC-HOMESTEAD	\$1,447.79
70699	02/28/2019		TRIBUNE DIRECT MARKETING, LLC	\$3,559.43

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	67872	01/23/2019	CALENDAR BROCHURE-HOMESTEAD	\$3,559.43
70700	02/28/2019		TURBO DATA SYSTEMS, INC	\$435.96
	Invoice	Date	Description	Amount
	29603	01/31/2019	CITATION PROCESSING-DEC 2018/JAN 2019	\$435.96
70701	02/28/2019		U.S. HEALTHWORKS MEDICAL	\$135.50
	Invoice	Date	Description	Amount
	3468708-CA	02/01/2019	MEDICAL REPORTS	\$135.50
70702	02/28/2019		U.S. POSTAL SERVICE	\$5,000.00
	Invoice	Date	Description	Amount
	2/14/19	02/14/2019	POSTAGE FOR BULK MAILING-HOMESTEAD	\$5,000.00
70703	02/28/2019		UNUM LIFE INSURANCE COMPANY	\$1,026.00
	Invoice	Date	Description	Amount
	03/01-05/31/19	02/13/2019	LONG TERM CARE-SPOUSE	\$1,026.00
70704	02/28/2019		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	66330	01/01/2019	JANITORIAL SVC-HOMESTEAD	\$995.00
70705	02/28/2019		VARNER & BRANDT, LLP	\$2,270.29
	Invoice	Date	Description	Amount
	15191-0003M-F	12/31/2018	SA-LEGAL SVC FOR DEC 2018	\$2,270.29

**CITY OF INDUSTRY
WELLS FARGO BANK
February 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70706	02/28/2019		VORTEX INDUSTRIES, INC.	\$1,929.78
	Invoice	Date	Description	Amount
	08-1312356	02/07/2019	REPAIR OF GATE-TONNER CYN	\$1,929.78
70707	02/28/2019		WAVCOMM INC.	\$454.96
	Invoice	Date	Description	Amount
	2/11/2019	02/11/2019	80% REFUND-BLDG PERMIT FEES FOR 347 SIMSON	\$454.96
70708	02/28/2019		WEATHERITE SERVICE	\$172.00
	Invoice	Date	Description	Amount
	L181036	02/06/2019	A/C MAINT-IMC	\$172.00
70709	02/28/2019		WILLDAN ENGINEERING	\$1,178.50
	Invoice	Date	Description	Amount
	00617107	01/25/2019	ENGINEERING SVC-NELSON/PUENTE AVE	\$1,178.50
70710	02/28/2019		WINDSTREAM	\$862.61
	Invoice	Date	Description	Amount
	71012552	02/10/2019	CITY HALL PHONE SVC-FEB 2019	\$862.61

Checks	Status	Count	Transaction Amount
	Total	90	\$1,846,013.27

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 1

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, City Attorney; Josh Nelson, Contract City Engineer; and Julie Robles, Deputy City Clerk.

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 23, 2018

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

2. CONSIDERATION OF RESOLUTION CC 2018-39 - RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2018-37 AND ADOPTING A SALARY RANGE SCHEDULE FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019

ADOPTED RESOLUTION NO. CC 2018-39

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 2

- 3. CONSIDERATION OF RESOLUTION NO. CC 2018-40 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE RATE OF TAXES AND LEVYING TAXES FOR THE 2018/19 FISCAL YEAR ON PROPERTY WITHIN THE CITY TO PAY THE BONDED OR OTHER INDEBTENESS OF THE CITY**

ADOPTED RESOLUTION CC 2018-40

- 4. CONSIDERATION OF RESOLUTION NO. CC 2018-41 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE AMOUNT OF REVENUE FROM PROPERTY TAXES NECESSARY TO PAY THE BONDED OR OTHER INDEBTENESS OF THE CITY ACCRUING DURING THE 2018-19 FISCAL YEAR**

ADOPTED RESOLUTION CC 2018-41

ACTION ITEMS

CONSIDERATION OF DEVELOPMENT PLAN NO. 18-2, PROPOSED BY SYLVIA TRAN ON BEHALF OF XEBEC BUILDING COMPANY, FOR THE CONSTRUCTION OF A NEW 44,920 SQUARE FOOT INDUSTRIAL BUILDING, ON A 3.46 ACRE LOT, LOCATED AT 338 TURNBULL CANYON ROAD

CONSIDERATION FOR THE RESOLUTION NO. CC 2018-42 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-2, FOR THE CONSTRUCTION OF AN INDUSTRIAL WAREHOUSE BUILDING AT 338 TURNBULL CANYON ROAD, CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

Consultant Assistant Planner II, Nathalie Vasquez gave a presentation to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2018-42. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 3

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

CONSIDERATION OF RESOLUTION NO. CC 2018-43 –A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 2.03 BOARD OF DIRECTORS, OF ARTICLE II. GENERAL PROVISIONS, AND SECTION 3.01 CHAIRPERSON, VICE CHAIRPERSON, TREASURER, SECRETARY AND EXECUTIVE DIRECTOR, OF ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT.

Acting City Manager Troy Helling provided a staff report to the Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2018-43. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN WKE, INC. AND CITY OF INDUSTRY FOR GRAND AVENUE BRIDGE OVER SAN JOSE CREEK IN AN AMOUNT NOT TO EXCEED \$175,000.00 FROM AUGUST 23, 2018 THROUGH AUGUST 23, 2021

Contract City Engineer Josh Nelson provided a staff report to the City Council and was available to answer any questions.

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 4

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

CONSIDERATION OF AN AERIAL EASEMENT AGREEMENT BETWEEN THE CITY AND COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY FOR PROPERTY LOCATED AT PECK ROAD AND THE UNION PACIFIC RAILROAD RIGHT OF WAY, LOS ANGELES SUBDIVISION (JUST SOUTH OF PELLISSIER PLACE)

Contract City Engineer Josh Nelson provided a staff report to the City Council and was available to answer any questions.

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

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

CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE TECHNOLOGY DEPOT, INC., FOR INFORMATION TECHNOLOGY SUPPORT SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$150,000.00, FROM AUGUST 23, 2018 TO AUGUST 22, 2019

Assistant City Manager Bing Hyun provided a staff report to the Council and was available to answer any questions.

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 5

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

CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH JANUS PEST MANAGEMENT, INC., FOR CITYWIDE ON-CALL PEST CONTROL SERVICES INCREASING COMPENSATION UNDER THE ORIGINAL AGREEMENT TO \$125,000.00

Contract City Engineer Josh Nelson provided a staff report to the City Council and was available to answer any questions.

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

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

CONSIDERATION OF A LICENSE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE PROPERTY LOCATED AT 2000 TONNER CANYON ROAD FOR SITE SURVEYING AND GEOTECHNICAL/GEOLOGICAL SITE SURVEYING AND SAMPLING WORK, AS PART OF THE ARCHITECTURAL DESIGN WORK FOR THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATION SYSTEM AUTHORITY'S PROJECTS

City Attorney James Casso provided a staff report to the City Council and Acting City Manager Troy Helling provided additional information and was available to answer any questions.

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 6

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

DISCUSSION AND DIRECTION REGARDING A FACILITY USE AGREEMENT WITH DELHAVEN COMMUNITY CENTER FOR THE USE OF CAMP COURAGE FROM SEPTEMBER 9-14, 2018

City Attorney James Casso provided a staff report to the City Council and Acting City Manager Troy Helling provided additional information and was available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY MAYOR PRO TEM MOSS TO MOVE FORWARD WITH A FACILITY USE AGREEMENT WITH DELHAVEN COMMUNITY CENTER. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PRESENTATION, DISCUSSION AND DIRECTION REGARDING THE PHYLLIS TUCKER MEMORIAL GARDEN TO BE LOCATED AT CITY HALL

A presentation was made by Phyllis Tucker's grandson regarding the Phyllis Tucker Memorial Garden.

MOTION BY MAYOR RADECKI, AND SECOND BY MAYOR PRO TEM MOSS TO MOVE FORWARD. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 7

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Cory Moss – Attended the Sheriff Academy Training with Council Member Catherine Marcucci.

CLOSED SESSION

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

- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (Two Potential Cases)

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

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 8

- 10.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry; City of Industry City Council;
Successor Agency to the Industry Urban-Development Agency;
Board of Directors of the Successor Agency to the Industry Urban-
Development Agency; Oversight Board of the Successor Agency to the
Industry Urban- Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295
- 10.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council;
Successor Agency to the Industry Urban-Development Agency; Board of
Directors of the Successor Agency to the Industry Urban-Development
Agency; Oversight Board of the Successor Agency to the Industry Urban-
Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398
- 10.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry; Successor Agency to the
Industry Urban-Development Agency; Oversight Board of the Successor
Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS173224
- 10.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, et al.
Superior Court of California, County of Los Angeles
Case No. BS172995

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 23, 2018
PAGE 9

- 10.8 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
- 10.9 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO
GOVERNMENT CODE SECTION 54957(B)(1)
TITLE: Acting CITY MANAGER (Per Acting City Manager’s Employment
Agreement)

There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 9:43 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:29 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 10.1 through 10.8, direction was given to the City Attorney’s Office, no further action was taken.

With regard to Closed Session item 10.9, direction was given to Acting City Manager. No further action was taken. Nothing further to report at this time.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:31 a.m.

MARK D. RADECKI
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 5, 2019
PAGE 1

CALL TO ORDER

The Joint Special Meeting of the City Council/Successor Agency to the Industry Urban-Development Agency of the City of Industry, California, was called to order by Mayor/Chairman Mark Radecki at 5:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor/Chairman Mark Radecki

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, Legal Counsel; Bianca Sparks, Assistant Legal Counsel; and Julie Gutierrez-Robles, Deputy City Clerk/Assistant Secretary.

PUBLIC COMMENTS

Darcy M. Burke from San Gabriel Valley Water and Power spoke in opposition regarding the City of Industry's July 5, 2018 letter stating to terminate the Master Ground Lease. SGVWP rejects the City's claim that the Lease has been terminated and asked that this Council not take action tonight.

CLOSED SESION

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

- 5.1 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

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 5, 2019
PAGE 2

Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS

- 5.2 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to
the Industry Urban-Development Agency; Successor Agency to the
Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS
- 5.3 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
- 5.4 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
- 5.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry; Successor Agency to the
Industry Urban-Development Agency; Oversight Board of the Successor
Agency to the Industry Urban- Development Agency; et al.

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 5, 2019
PAGE 3

Superior Court of California, County of Los Angeles
Case No. BS173224

5.6 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS172995

5.7 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

ACTION ITEMS

CONSIDERATION OF RESOLUTION NO. CC 2019-05 and SA 2019-01 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY AND THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A SETTLEMENT AGREEMENT WITH THE CITY OF CHINO HILLS AND THE CITY OF DIAMOND BAR; APPROVING AN AMENDED AND RESTATED TRES HERMANOS CONSERVATION AUTHORITY JOINT POWERS AGREEMENT; APPOINTING REPRESENTATIVES TO SERVE AS DIRECTORS AND ALTERNATE ON THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY; AND NOTICE OF CEQA EXEMPTION REGARDING SAME

City Attorney Casso provided a Staff Report. Successor Agency to sell property to the Tres Hermanos Conservation Authority for \$41,650 million dollars. Diamond Bar to contribute \$1.205 million and Chino Hills to contribute \$2.9 million.

Troy Helling stated that all letters received will be put into the record.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-05 AND SA 2019-01 APPROVING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE, THE SETTLEMENT AGREEMENT AND THE AMENDED AND RESTATED TRES HERMANOS CONSERVATION AUTHORITY JOINT POWERS AGREEMENT (“TRES HERMANOS

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 5, 2019
PAGE 4

JPA”) WITH THE CITY OF CHINO HILLS AND THE CITY OF DIAMOND BAR REGARDING TRES HERMANOS RANCH, AND FINDING THAT APPROVAL OR RESOLUTION NO. CC 2019-05 IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO TITLE 14, CALIFORNIA CODE OF REGULATIONS, SECTIONS 15325(A) AND 15301; AUTHORIZE THE CITY MANAGER TO TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT AGREEMENT AND THE TRES HERMANOS JPA; APPOINT THREE COUNCILMEMBERS TO SERVE ON THE JPA’S BOARD OF DIRECTORS, AND ONE ALTERNATE. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

COUNCIL MEMBER RUGGLES NOMINATED HIMSELF, CORY MOSS AND CATHERINE MARCUCCI AS BOARDMEMBERS TO SERVE ON THE JPA’S BOARD OF DIRECTORS, AND MARK RADECKI AS AN ALTERNATE.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO NOMINATE NEWELL RUGGLES, CORY MOSS AND CATHERINE MARCUCCI AS BOARDMEMBERS TO SERVE ON the JPA’s BOARD OF DIRECTORS AND MARK RADECKI AS AN ALTERNATIVE. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 5, 2019
PAGE 5

CITY COUNCIL COMMUNICATION

There were none.

There were no public comments on the Closed Session item.

Mayor/Chairman Radecki recessed the meeting into Closed Session at 5:07 p.m.

RECONVENE CITY COUNCIL MEETING

Mayor/Chairman Radecki reconvened the meeting at 6:17 p.m. All members of the City Council/Successor Agency were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, and 5.7, direction was given to the City Attorney's Office and no final action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council/Successor Agency adjourned at 6:25 p.m.

MARK D. RADECKI
MAYOR/CHAIRMAN

JULIE GUTIERREZ-ROBLES
DEPUTY CITY CLERK/ASSISTANT SECRETARY

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRURY 6, 2019
PAGE 1

CALL TO ORDER

The Joint Special Meeting of the City Council/Successor Agency to the Industry Urban-Development Agency of the City of Industry, California, was called to order by Mayor/Chairman Mark Radecki at 10:30 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor/Chairman Mark Radecki

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, Legal Counsel; Bianca Sparks, Assistant Legal Counsel; and Julie Gutierrez-Robles, Deputy City Clerk/Assistant Secretary.

PUBLIC COMMENTS

There were none.

ACTION ITEMS

5.1 RATIFICATION OF RESOLUTION NO. CC 2019-05 and SA 2019-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY AND THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY APPROVING A SETTLEMENT AGREEMENT WITH THE CITY OF CHINO HILLS AND THE CITY OF DIAMOND BAR; APPROVING AN AMENDED AND RESTATED TRES HERMANOS CONSERVATION AUTHORITY JOINT POWERS AGREEMENT; APPOINTING REPRESENTATIVES TO SERVE AS DIRECTORS AND ALTERNATE ON THE BOARD OF DIRECTORS OF THE TRES HERMANOS CONSERVATION AUTHORITY; AND NOTICE OF CEQA EXEMPTION REGARDING SAME

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 6, 2019
PAGE 2

City Manager Troy Helling provided a staff report and indicated that escrow would close February 13, 2019.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO RATIFY RESOLUTION NO. CC 2019-05 AND SA 2019-01 APPROVING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE, THE SETTLEMENT AGREEMENT AND THE AMENDED AND RESTATED TRES HERMANOS CONSERVATION AUTHORITY JOINT POWERS AGREEMENT ("TRES HERMANOS JPA") WITH THE CITY OF CHINO HILLS AND THE CITY OF DIAMOND BAR REGARDING TRES HERMANOS RANCH, AND FINDING THAT APPROVAL OR RESOLUTION NO. CC 2019-05 IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO TITLE 14, CALIFORNIA CODE OF REGULATIONS, SECTIONS 15325(A) AND 15301; RATIFY AUTHORIZATION GIVEN TO THE CITY MANAGER TO TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THE SETTLEMENT AGREEMENT AND THE TRES HERMANOS JPA; RATIFY APPOINTMENTS OF NEWELL RUGGLES, CORY MOSS, AND CATHERINE MARCUCCI AS COUNCILMEMBERS TO SERVE ON THE JPA'S BOARD OF DIRECTORS, AND MARK REDECKI AS AN ALTERNATE. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

5.2 CONSIDERATION OF RESOLUTION NO. CC 2019-06 APPROVING A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, FOR THE SALE OF THE PROPERTY COMMONLY KNOWN AS TRES HERMANOS RANCH, TO THE TRES HERMANOS CONSERVATION AUTHORITY, AND NOTICE OF EXEMPTION REGARDING SAME

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-06 APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, AND NOTICE OF EXEMPTION REGARDING SAME; AUTHORIZE THE CITY MANAGER TO TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THE PURCHASE AND SALE AGREEMENT AND THE RESOLUTION. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

CITY COUNCIL/SUCCESSOR AGENCY TO THE INDUSTRY URBAN-
DEVELOPMENT AGENCY JOINT SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 6, 2019
PAGE 3

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

ADJOURNMENT

There being no further business, the City Council/Successor Agency adjourned at 10:36 a.m.

MARK D. RADECKI
MAYOR/CHAIRMAN

JULIE GUTIERREZ-ROBLES
DEPUTY CITY CLERK/ASSISTANT SECRETARY

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 14, 2019
PAGE 1

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 9:02 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
Catherine Marcucci, Council Member
Newell W. Ruggles, Council Member

ABSENT: Abraham Cruz, Council Member

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

City Attorney Casso requested the Council allow a Closed Session item be added to the agency. This pending litigation was brought to the attention of the Attorney's office after the agenda had been posted. The case is San Gabriel Valley Water and Power LLC vs. City of Diamond Bar, City of Chino Hills, City of Industry and Tres Hermanos Conservation Authority. Case No. CIVDS 1904434

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY MAYOR RADECKI TO ADD ITEM NO. 6.3, CLOSED SESSION TO TODAY'S AGENDA. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 14, 2019
PAGE 2

PUBLIC COMMENTS

Mayor Radecki welcomed a distinguished guest in the audience, Board Member Al Contreras from the Upper San Gabriel Valley Municipal Water District.

CONSENT CALENDAR

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 14, 2019

Mayor Radecki recused himself from check number 70609 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.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI RECUSING FROM CHECK NUMBER 70609 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

2. CONSIDERATION OF THE MINUTES OF NOVEMBER 30, 2017 SPECIAL MEETING, DECEMBER 14, 2017 REGULAR MEETING, JANUARY 25, 2018 REGULAR MEETING, MARCH 22, 2018 REGULAR MEETING, MARCH 30, 2018 SPECIAL MEETING, JANUARY 24, 2019 JOINT SPECIAL MEETING, AND JANUARY 24, 2019 REGULAR MEETING.

APPROVED AS SUBMITTED.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 14, 2019
PAGE 3

3. CONSIDERATION OF AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH JANUS PEST MANAGEMENT, INC. FOR PEST CONTROL SERVICES INCREASING COMPENSATION BY \$75,000.00, IN AN AMOUNT NOT-TO-EXCEED \$196,492.00. (AGREEMENT NO. DS-18-056-A)

Contract City Engineer Josh Nelson, from CNC Engineering, provided an update and was available to answer any questions for the Council.

APPROVED AMENDMENT NO. 2.

4. CONSIDERATION OF THE CITY OF INDUSTRY YEAR ENDED JUNE 30, 2018 ANNUAL FINANCIAL REPORT

APPROVED, RECEIVED AND FILED THE ANNUAL FINANCIAL REPORTS.

ACTION ITEMS

CONSIDERATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH KLEINFELDER, INC., TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES INCREASING COMPENSATION BY \$100,000.00, IN AN AMOUNT NOT-TO-EXCEED \$250,000.00. (CONTRACT NO. 2016-1002)

Contract City Engineer Josh Nelson, from CNC Engineering, provided a staff report and was available to answer any questions for the Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE AMENDMENT NO. 1. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF A SUPPLEMENTAL PIPELINE CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD COMPANY FOR UNDERGROUND SEWER PIPELINE IN CONJUNCTION WITH THE INDUSTRY BUSINESS CENTER PROJECT. (IBC-0384/MP 99-31 #16)

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 14, 2019
PAGE 4

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

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

CLOSED SESSION

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

6.3 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 Chino Hills; City of Chino Hills City Council; City of Diamond Bar; City of Diamond City Council; 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; Tres Hermanos Conservation Authority.

Superior Court of California, County of San Bernardino

Case No. CIVDS 1904434

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:14 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 9:58 a.m. All members of the City Council were present except Council Member Cruz, who was absent.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 6.3, no reportable action, nothing further to report.

CITY COUNCIL COMMITTEE REPORTS

There were none.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 14, 2019
PAGE 5

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:59 a.m.

MARK D. RADECKI
MAYOR

JULIE 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, City Manager *TH*
STAFF: Dina Lomeli, Consultant Associate Planner *DL*
Nathalie Vazquez, Consultant Assistant Planner II *NV*
DATE: February 28, 2019
SUBJECT: Development Plan 17-14, 13530 Nelson Avenue

Proposal:

PRL Glass Systems, Inc, is requesting approval of Development Plan 17-14 to allow for the construction of a 38,441 square foot tilt up industrial warehouse building consisting of 36,265 square feet of warehouse space and approximately 1,394 square feet of office space located at 13530 Nelson Avenue. The applicant's request complies with the City's development guidelines set forth in the City's Municipal Code ("Code").

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located mid-block at 13530 Nelson Avenue. It is bounded to the east, south and west by industrial uses and to the north by residential uses in the jurisdiction of City of La Puente. The site is approximately 2.08 acres in size and is comprised of Los Angeles County Tax Assessor Parcel Number (APN) 8562-016-006 with an approximate frontage of 169 feet on Nelson Avenue and is currently vacant.

Staff Analysis:

Staff has determined that the proposed development project is consistent with the Zoning ("M" – Industrial Zone) and General Plan (Employment) designations of the Property and complies with the development and design standards found in Chapter 17.36, Design Review, of the City's Code. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, building height, lot coverage and setbacks

Property

The proposed project sits on a rectangular shaped parcel that is 2.08 acres (90,536.70 square-feet) in size and is currently vacant. As shown on the attached site plan (Exhibit B) the proposed 38,441 square-foot industrial building will consist of 36,265 square-feet of warehouse with one loading dock, 1,394 square-feet of office space. The landscaping and building footprint is designed to screen all loading docks and exterior equipment from the public right of way. New landscaping will be installed primarily on the property frontage, acting as a buffer between the new building and the sidewalk adjacent to Nelson Avenue.

Access

The Property is served by Nelson Avenue and is adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property will be served by

one new 26 foot driveway on Nelson Avenue and will be used for ingress/egress. The proposed drive aisle meets the City's minimum drive aisle width of 26 feet.

Compatibility

The proposed new warehouse will have the same function and purpose as the existing surrounding developments therefore it is compatible with the surrounding properties and land uses. The project is located in an urbanized area and is surrounded by various industrial uses to the east, south and west. To the north, there are existing residential uses that are located in the jurisdiction of City of La Puente. The developer took the residential uses into consideration when designing the project, by locating the loading dock at the rear of the property in order to keep the noise volume generated by the proposed use to a minimum. The attached IS/MND has mitigation measures in place to minimize the potential impacts (Noise-1). The new building design will benefit the area because the architecture for the proposed warehouse is attractive and functional for the industrial area.

As shown in the elevations (Exhibit D) the architecture of the proposed warehouse provides a variety of design treatments. The building will be a concrete tilt-up structure with colors that include variations of tan and brown tones. The proposed concrete tilt up walls will have a variety of panel reveals and window treatments around the building. The proposed office entrance will have several architectural treatments creating statement entrances consisting of; metal canopy, rectangular columns, and a glass storefront with distinctive window treatments providing a decorative exterior and showcasing their product at the same time.

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 11,123 (12.3%) square feet of landscaping. The landscaping buffers around the adjacent parcels and will be more heavily landscaped on the building frontage facing Hacienda Boulevard and Valley Boulevard.

Parking

Per Section 17.12.50.C. of the Code, parking for the proposed 38,441 square foot building requires 50 parking spaces plus one space per 750 square feet of floor area over 25,000 square feet. Based on this formula, a total of 68 parking spaces are required. The applicant is meeting this requirement by providing a total of 68 parking spaces on this site.

Environmental Analysis:

An Initial Study and Mitigated Negative Declaration ("IS/MND") has been prepared in accordance with the California Environmental Quality Act ("CEQA") to determine if the proposed use could have a significant impact on the environment. The proposed project has the potential for significant effects in environmental topics that include Biological Resources and Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed IS/MND. The mitigation measures are contained in a Mitigated Negative Declaration, which has been prepared in conformance with Section 21081.6 of the Public Resources Code and which provides a vehicle to monitor compliance with the mitigation measures (Exhibit G, Attachment 3).

The Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit E, Attachment 2) was posted on the site, fire stations, City Hall and Council Chambers, the City's webpage, and published in the San Gabriel Valley Tribune on January 21, 2019.

Fiscal Impact:

The overall project will have a positive fiscal impact to the City of Industry by increasing the property value.

Recommendation:

Because the Development Plan proposes a project that complies with the development standards of the Municipal Code, does not pose a significant impact on the environment, and satisfies the above-mentioned findings, Staff recommends that the City Council:

- 1) Adopt Resolution No. CC 2019-07 (Exhibit F) approving Development Plan No. 17-15 with the Standard Requirements and Conditions of Approval contained in the Resolution.
- 2) Adopt Resolution No. CC 2019-08 (Exhibit G) approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and

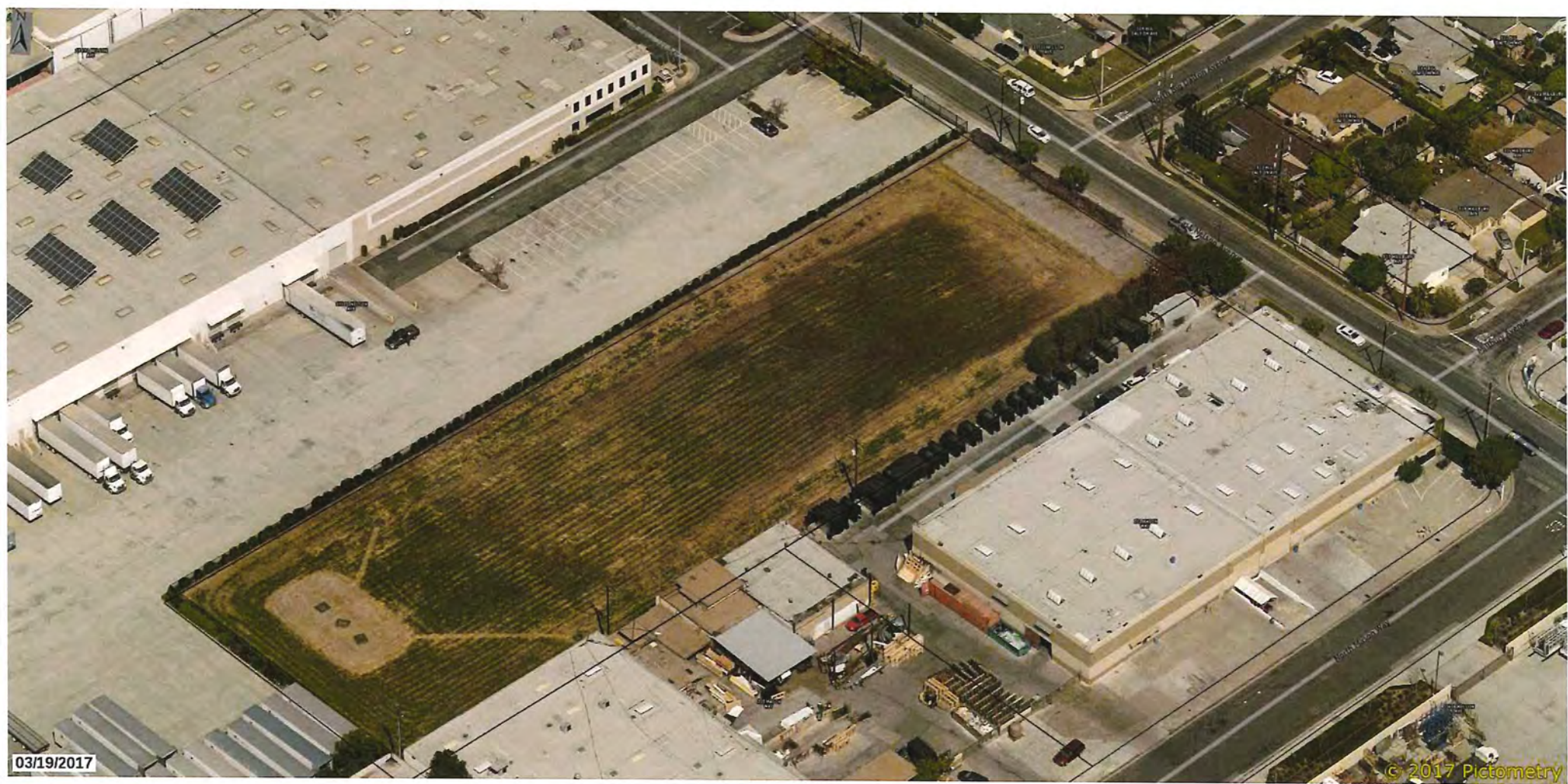
Exhibits:

- A. Location Map - DP 17-14
- B. Site Plan – DP 17-14
- C. Floor Plan - DP 17-14
- D. Elevations Proposed Structure – DP 17-14
- E. Notice of Determination DP 17-14
- F. Resolution No. CC 2019-07 approving Development Plan No. 17-14 with the Standard Requirements and Conditions of Approval contained in the Resolution
- G. Resolution No. CC 2019-08 including the Notice of Intent to Adopt a Mitigated Negative Declaration for Development Plan 17-14; Initial Study/Mitigated Negative Declaration for PRL Glass Systems, Inc for a 38,441 Square foot tilt up industrial building; and Mitigation Monitoring and Reporting Program

EXHIBIT A

Location Map – Development Plan 17-14

[Attached]



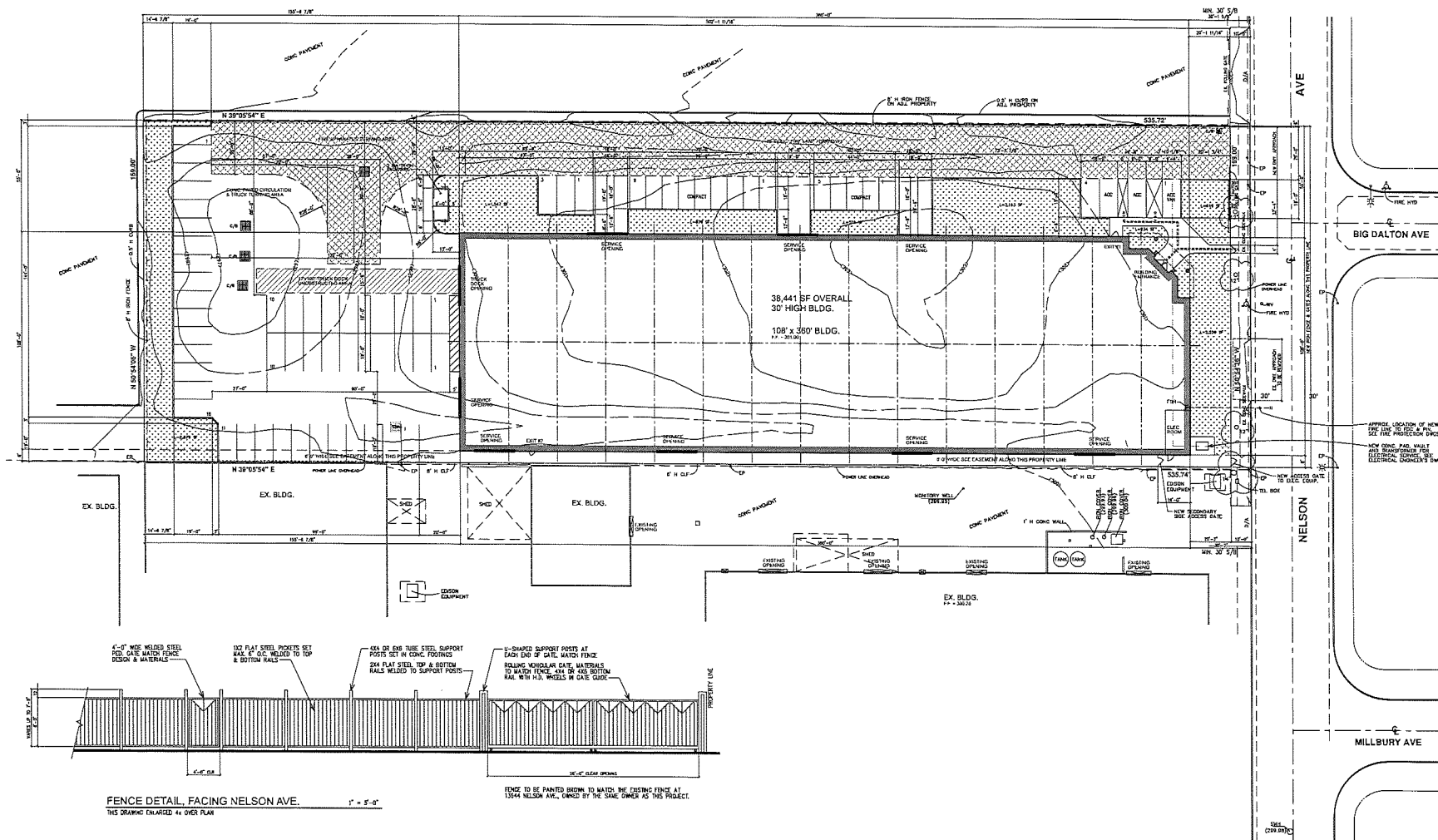
03/19/2017

© 2017 Pictometry

EXHIBIT B

Site Plan – Development Plan 17-14

[Attached]



FENCE DETAIL, FACING NELSON AVE.
THIS DRAWING ENLARGED 4x OVER PLAN

PLUMBING FIXTURE ANALYSIS

GROUP F-2 FACTORY: 38,285 / 2,000 (TABLE A CPD) = 19.14 = 19 10 M & 10 F
 TABLE 421.1 REQUIRES 1 PER 1-15, 5 EACH PROVIDED (N: 3 MC 2 UR & 5 LAV; F: 3 WC & 3 LAV)
 **EXCEEDS CODE MINIMUM PER OWNER'S NEEDS

GROUP B OFFICE ACCESSORY: 1,394 / 200 (TABLE A CPD) = 6.97 = 7 4 W & 4 F
 TABLE 422.1 REQUIRES 1 PER 1-15, 1 EACH PROVIDED (N: 1 MC & LAV; F: 1 MC & LAV)

OTHER: 1 DRINKING FOUNTAIN IS PROVIDED AND 1 JANITOR SINK IS PROVIDED.

BUILDING ANALYSIS

TOTAL BUILDING AREA:	38,441	SQ. FT.
GROUP F-2 LOW HAZARD FACTORY (GLASS FAB.):	38,285	SQ. FT.
GROUP B ACCESSORY (OFFICE, ETC.) LESS THAN 10% OF FLOOR AREA:	1,394	SQ. FT.
GROUP B ACCESSORY (RESTROOMS, NOT PART OF OCC. LOAD):	762	SQ. FT.
TYPE OF CONSTRUCTION:	II B	SI
MAX. ALLOWABLE AREA FOR TYPE II-B SP. SPRINKLERED:	72,000	SQ. FT.
OCCUPANT LOAD, F-2 OCC. 38,285 SF @ 1 / 100:	383	PERSONS
OCCUPANT LOAD, B ACCESSORY OCC. 1,394 SF @ 1 / 100:	14	PERSONS
OCCUPANT LOAD, TOTAL:	377	PERSONS
EXITS REQUIRED AT GROUP F-2 AREA, SEPARATED FOR CHC 1007.1.1:	2	MINIMUM
MIN. EXIT WIDTH, 277 (2.3) / 2 =	37.7	FEET
EXITS REQUIRED / PROVIDED FROM GROUP B ACCESSORY AREA:	1 / 1	BLDG. EXIT

SITE ANALYSIS

ASSESSORS PARCEL NUMBER:	6562 - 016 - 301
ZONING:	INDUSTRIAL (I) M
GROSS LOT AREA:	2.08 ACRES
MAX. ALLOWABLE BUILDING AREA:	50% LOT AREA
PROPOSED BUILDING AREA (ALL ONE STORY):	38,441 SQ. FT.
MIN. LANDSCAPING AREA:	12% LOT AREA
PROPOSED LANDSCAPING AREA:	12.3% LOT AREA
MIN. REQ'D. PARKING (SEE NOTE BELOW):	68 SPACES
PARKING PROVIDED:	68 SPACES
2X6 COMPACT SPACES (6'x18'):	14 SPACES
ACCESSIBLE PARKING PER CHC TABLE 119-206.2 (MIN. 1 VAN):	3 SPACES

FRONT SETBACK IS 30'-0" MINIMUM FROM CURB FACE AT NELSON AVE.

PARKING NOTE:
 PARKING SPACES SHALL BE CALCULATED AS FOLLOWS FOR BUILDINGS UNDER 50,000 SQ. FT.:
 30 SPACES PLUS 1 SPACE FOR 750 SQ. FT. OR MORE 2,000 SQ. FT.
 50 + (2,000 / 750) = 52 + 10.8 = 68 SPACES REQUIRED.

PROJECT DIRECTORY

OWNER:	PRL GLASS SYSTEMS, INC. 13644 NELSON AVE. CITY OF INDUSTRY, CA 91748 (800) 443-2044	STRUCTURAL ENGINEER:	MAKER STRUCTURAL GROUP 1150 E. SHAWNEE AVE., SUITE 111A PLACENTIA, CA 92870 (714) 324-9597
ARCHITECT:	KEN PARSONS ARCHITECT 1891 IRVINE CENTER DR., SUITE 200 IRVINE, CA 92618 (714) 267-8299	MECH. / PLUMB. ENGINEER:	SPRINT ENGINEERING 15500-C ROCKFORD BL., SUITE 204 IRVINE, CA 92618 (949) 232-5238
CIVIL ENGINEER:	TUBAL CO-ENGINEERING, INC. 3 CORPORATE PARK, SUITE 270 IRVINE, CA 92606 (949) 231-0500	ELECTRICAL ENGINEER:	SALMAN PAREL, P.E. 17 AMBER ALISO VIEJO, CA 92555 (949) 413-0800
LAND DEVELOPMENT DESIGN CO. LLC	2213 E. PHOENIXA ST., SUITE F ONTARIO, CA 91761 (951) 330-1468	LANDSCAPE ARCHITECT:	ROYAL OAK DESIGN 2156 HUNNINGWOOD WAY LA VERNE, CA 91730 (909) 933-1058
SURVEYOR:	LAM'S END SURVEYING & ENGINEERING 8880 BELLEVUE AVE., SUITE 310 EL MONTE, CA 91731 (951) 298-9581		

REVISIONS

TITLE

Architectural Site Plan

PROJECT

PRL GLASS SYSTEMS, INC.
 Facility Expansion
 New Construction

15530 Hinkley Ave.
 City of Industry, CA

DATA

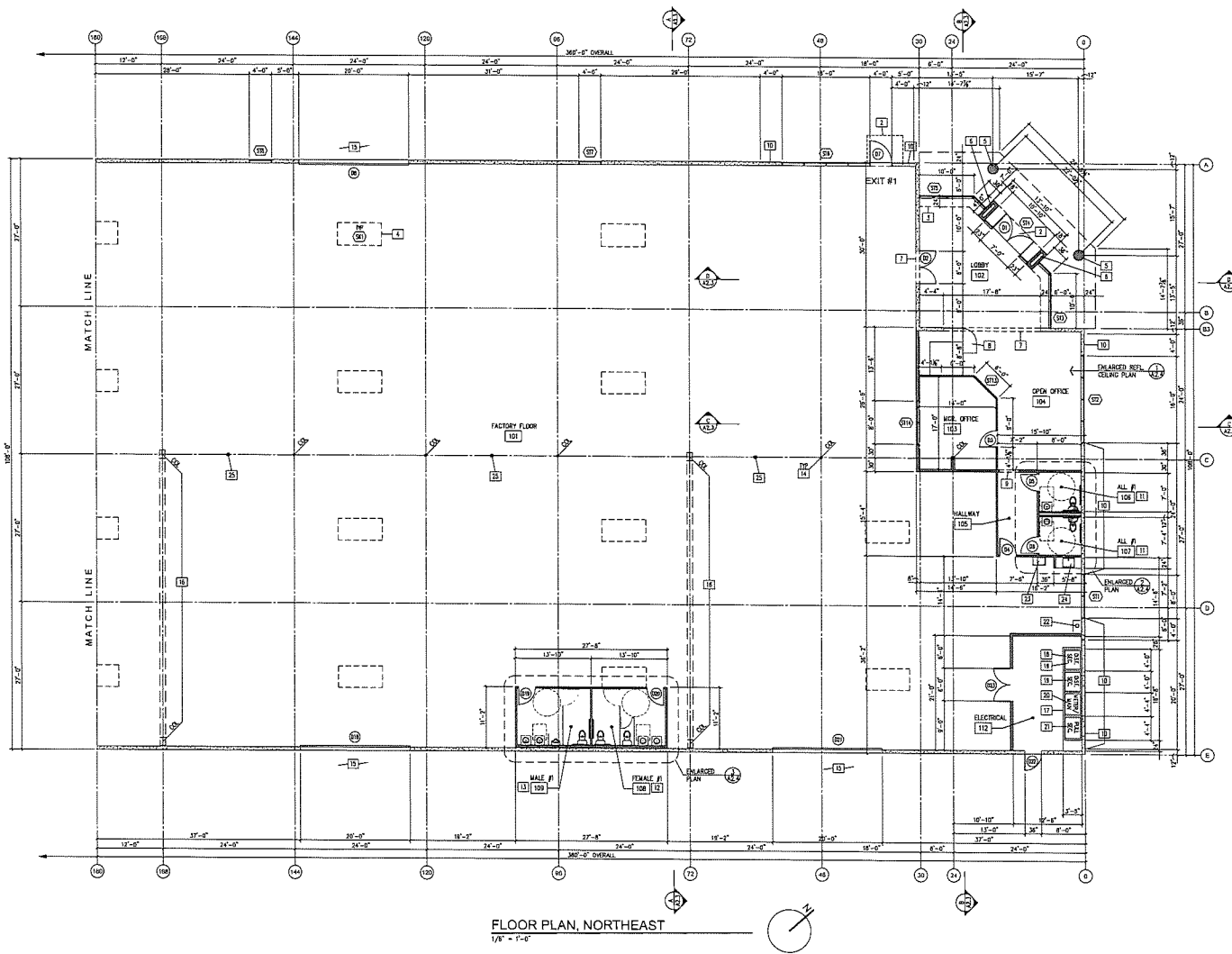
Project No.	PRL 101
Drawn	K.P.
Checked	
Date	1/27/2017



EXHIBIT C

Floor Plan – Development Plan 17-14

[Attached



FLOOR PLAN, NORTHEAST
1/8" = 1'-0"

KEYNOTES

- 1 LINE OF OPENING ABOVE
- 2 LEVEL CONC. LANDING AT DOOR SHALL EXTEND 24" PAST STRIKE SIDE OF EXTERIOR DOORS AND 1/4" MINIMUM PAST STRIKE EDGE OF INTERIOR DOORS. PROVIDE 1" ON PUSH SIDE, IF THE DOOR HAS BOTH A LATCH AND A CLOSER.
- 3 LINE OF REVEAL AT CEILING ABOVE
- 4 SPOULDRIC ABOVE, TYP. WHERE SHOWN
- 5 2" DIA. ROUND METAL COLUMN WRAP AROUND STRUCT. POST
- 6 BOX-FRAMED ARCHIT. FEATURE, VOS SPACE ABOVE
- 7 CONC. TILT-UP PANEL, CONTIGUOUS ABOVE OPENING
- 8 RECEPTION DESK, SEE DETAIL INDICATED
- 9 CAGED OFFICING
- 10 STOREFRONT CONTIGUOUS ABOVE RECESSED PORTION OF TILT-UP PANEL
- 11 SINGLE-OCCUPANCY ALL GENDER RESTROOM, SEE ENLARGED PLAN INDICATED
- 12 MULTIPLE OCCUPANCY FEMALE RESTROOM, SEE ENLARGED PLAN INDICATED
- 13 MULTIPLE OCCUPANCY MALE RESTROOM, SEE ENLARGED PLAN INDICATED
- 14 STEEL COLUMN FOR STRUCT., TYP. WHERE SHOWN
- 15 MODULAR ACCESS AT ROLL-UP DOOR
- 16 STEEL FRAME PER STRUCT., TYP. WHERE SHOWN
- 17 RIGID SUPPORT PAD FOR ELECTRICAL ENGINEER'S PLANS
- 18 MARK ELECTRICAL SERVICE SWITCHES
- 19 ISLT. SEC. PER ELECTRICAL ENGINEER'S PLANS
- 20 WET/DRY MARK PER STRUCT., TYP. WHERE SHOWN
- 21 WALL SEC. PER STRUCT., TYP. WHERE SHOWN
- 22 APPROX. LOCATION OF FIRE SPRINKLER RISER, SEE FIRE PROTECTION PLANS
- 23 HANGING PLUMBING
- 24 WOP SKIT
- 25 FLOOR DRAIN PER PLUMBING PLANS (NOTE FLOOR IS FLAT, THESE ARE FOR MESSAGE WATER ONLY)



REVISIONS

--	--

TITLE

--

Floor Plan, Northeast

PROJECT

PRL GLASS SYSTEMS, INC. Facility Expansion New Construction 13520 Highway Ave. City of Industry, CA
--

DATA

Project No.	PRL 101
Drawn	K.P.
Checked	K.P.
Date	10/14/2017

WALL SHADING LEGEND

- CONCRETE TILT-UP WALL PANEL, SEE STRUCT.
- METAL STUD FRAMED WALL, SEE STRUCT.

Exhibit D

Elevations Proposed Structure - Development Plan 17-14

[Attached]



SW: Rear Elevation, Facing Back Parking Area



NE: Front Elevation, Facing Nelson Ave.



NW: Right Side Elevation, Facing Driveway



SE: Left Side Elevation, Facing SE Property Line

Exhibit E

Notice of Determination - Development Plan 17-14

[Attached]

Notice of Determination

Appendix D

To:
Office of Planning and Research
U.S. Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113
Sacramento, CA 95814

County Clerk
County of: Los Angeles
Address: 12400 Imperial Highway
Norwalk, CA 90650

From:
Public Agency: City of Industry Planning Dept.
Address: 15625 East Stafford, Suite 100
City of Industry, CA 91774-0366
Contact: Dina Lomeli
Phone: 626-934-5187

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Development Plan 17-14

Project Applicant: PRL Glass Systems, Inc

Project Location (include county): 13530 Nelson Avenue, City of Industry, Los Angeles County

Project Description:
Development Plan 17-14 to allow for the construction of a 38,441 square foot tilt up industrial warehouse building consisting of 36,265 square feet of warehouse space and approximately 1,394 square feet of office space located at 13530 Nelson Avenue.

This is to advise that the City of Industry has approved the above (Lead Agency or Responsible Agency)

described project on February 28, 2019 and has made the following determinations regarding the above described project.

- 1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:
City of Industry Planning Department, 15625 East Stafford, Suite 100, City of Industry, CA 91744-0366

Signature (Public Agency): Title: Consultant Associate Planner

Date: 2-28-19 Date Received for filing at OPR:

Exhibit F

Resolution No. CC 2019-07

[Attached]

RESOLUTION NO. CC 2019-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-14 TO ALLOW FOR THE DEVELOPMENT OF A 38,441 SQUARE FOOT TILT UP INDUSTRIAL BUILDING LOCATED AT 13530 NELSON AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

RECITALS

WHEREAS, on February 16, 2018, PRL Glass (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 17-14 described herein (“Application”); and

WHEREAS, the Application applies to a 2.08 acre property at 13530 Nelson Avenue, City of Industry, California, Assessor’s Parcel Numbers 8562-016-006 (“Property”); and

WHEREAS, the Applicant desires to construct a new 38,441 square foot tilt up industrial building, within the City’s “M” Industrial Zone. The proposed construction consists of 38,441 square feet of warehouse space with one loading dock, and approximately 1,394 square feet of office space (the “Project”). In accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a Development Plan is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment. The Project is consistent with the General Plan as an industrial use is similar to other industrial and manufacturing uses 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 January 21, 2019, through and including, February 11, 2019; 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 Biological Resources and 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 February 28, 2019, at a duly noticed public meeting, the City Council adopted Resolution No. CC 2019-08, approving the IS/MND and MMRP; and

WHEREAS, on February 28, 2019, 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, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

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

SECTION 2: All necessary public 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 February 28, 2019 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 Property is suitable for development in accordance with the Development Plan because the Property is subdivided to comply with minimum lot area and frontage requirements, is flat and has a less than significant impact for hazards according to the phase I report which revealed that; "several subsurface investigations indicate that the proposed project has not been significantly impacted and there is no risk concern to human health (Appendix C: Phase I and II Environmental Site Assessment Report). No further investigation is recommended at this time (Appendix C: Phase I and II Environmental Site Assessment Report)" as noted in the accompanying MMRP, and is designated as Employment in the General Plan and zoned Industrial, which is consistent with the proposed industrial development; and

B. The total development is arranged so as to avoid traffic congestion. As stated in the accompanying IS/MND; "the Project is expected to generate up to 85 daily trips. Of this total, 9 trips would occur during the morning weekday peak hour and 9 trips would occur during the evening weekday peak hour. Since the project's access driveway would be located off Nelson Avenue East, with the main entrance on the northern boundary of the site, to the left of Big Dalton Avenue. The project would add a negligible

number of traffic in the peak hours (less than one trip every five minutes) and would not cause a substantial increase in traffic creating a detriment in operations at nearby intersections and roadway segments. Therefore, having a negligible impact on traffic. In addition the development is designed to ensure the public, safety and general welfare or prevent adverse effects upon neighboring properties and 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, and conditions of approval, the Project complies with development standards in regards to lot size, lot frontage, drainage, height, parking, access, screening, and design; and

D. The development is consistent with the provisions of the City's General Plan because the Property is designated as Employment and pursuant to the General Plan Goal LU2; competitive business climate and blend of businesses that best serve the long-term economic future of the City of Industry. Therefore, the project will be bringing a new industrial building to a vacant lot that will generate new business within the City; and

E. Based on the foregoing, the City Council approves Development Plan No. 17-14 subject to the Conditions of Approval, attached hereto as Attachment 1, and incorporated herein by reference.

SECTION 4: 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 5: 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 February 28, 2019, by the following vote:

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

Mark D. Radecki, Mayor

ATTEST:

Julian Gutierrez-Robles, Deputy City Clerk

Attachment 1

Conditions of Approval – Development Plan 17-4

[Attached]



CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: Development Plan 17-14
Applicant: PRL Glass
Location: 13530 Nelson Avenue (APN 8562-016-006)

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 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.
2. 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.
3. 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.
4. The Applicant shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.
5. 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.

6. 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.

Mitigation Measures

7. **BIO-1** Impact Avoidance and Pre-construction Surveys for Nesting Special- Status and Legally Protected Avian Species. The following measures shall be implemented by the project construction contractor to avoid impacts to nesting birds.
 - a. Not more than 15 days prior to construction activities that occur between February 1 and August 31, surveys for nesting birds shall be conducted by a qualified biologist. Nest surveys shall cover the entire area to be affected by construction and the area within a 100-foot buffer of construction or ground-disturbing activities. The results of the nest surveys, including survey dates, times, methods, species observed, and a map of any discovered nests, shall be submitted to the City. If no active avian nests (i.e., nests with eggs or young) are identified on the limits of the disturbance area, no further mitigation is necessary.
 - b. If active nests (with eggs or young) of avian species are found within the proposed disturbance area, a minimum 50-foot no-disturbance buffer zone surrounding active nests shall be established until the young have fledged. Project activities shall not occur within the buffer as long as the nest is active. The size of the buffer area may be reduced if the biologist determines it would not be likely to have adverse effects on the particular species. No action other than avoidance shall be taken without biologist consultation.
 - c. Completion of the nesting cycle (to determine when construction near the nest can commence) shall be determined by the biologist.
 - d. Timing/Implementation: Prior to construction activities
 - e. Enforcement/Monitoring: City of Industry
8. **CUL-1** If any paleontological resources are found during future development of the site, all work in the immediate vicinity of the site must stop and the project construction contractor shall immediately notify the City of Industry. A qualified paleontologist (i.e. one with a graduate degree in paleontology, geology or related field and having demonstrated experience in the vertebrate, invertebrate or

botanical paleontology of California) shall be retained to evaluate the finds and recommend appropriate mitigation measures.

- a. Timing/Implementation: During grading and construction activities.
- b. Monitoring/Enforcement: City of Industry.

Engineering Conditions

1. The development site shall be graded to drain surface water to the existing City storm drain system in the street or easement with no cross lot drainage permitted. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement – no buildings, obstructions, or encroachments by landfills are allowed." Storm drain easement shall be minimum of 15 feet in width. For deep pipes, the easement shall be (2 x depth – OD) to maximum 25 feet. Easement layout and legal description and closure calculations shall be reviewed by the City Engineer with a separate deed.
2. The final grading plan shall be substantially the same, specifically with regard to the sheet flow patterns, drainage, size, and grading configuration as the proposed grading illustrated on the site plan. If there is a significant deviation between the two plans the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to approval of the revision. The City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a new site plan.
3. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
4. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and

agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also called the MS4 Permit) and other applicable regulatory requirements.

5. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either: 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or treatment control BMP with new control structures or BMPs meeting the current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement shall be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.
6. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare preliminary Geology and Soils report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing shall be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures, LID infiltration feasibility and engineering properties of the soils on site and/or to be used as fill, and shall include recommendations on grading procedures. The recommendations shall be implemented by the Applicant.
7. All slopes of 5 feet or more in vertical height and of 5:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
8. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the projected boundaries.
9. Prior to the issuance of grading permits, surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural

BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer.

10. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 50-year flood per the Los Angeles County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.
11. Prior to the approval of the grading plans, the hydrology study shall be submitted for the City Engineer's review. All analyses shall comply with the Los Angeles County Hydrology Manual and County Local Drainage Manual with allowable discharge rate. The conduit shall convey the design flow with the hydraulic grade line (HGL) maintaining a minimum freeboard of 1.0 ft. below the ground surface or gutter flow line during the design event. Drainage facilities with sump conditions shall be designed to convey the tributary 50-year storm flows. Secondary emergency flow bypass shall also be provided as approved by the City Engineer.
12. All utility customer service lines, including electrical, cable, telephone, and similar services wires and cables, shall be installed underground and shall be concealed from view.
13. Prior to approval of grading plan or permit issuance, the applicant shall obtain a permission or acknowledgement of awareness of grading activities to be performed within utility easements from easement holders with satisfaction to the City Engineer.
14. Prior to issuance of a Certificate of Occupancy, all required improvements, including but not limited to: curb and gutter, A.C. pavement, sidewalks, drive approaches, parkway landscaping, street lights, storm drains, BMPs water and sewer systems, and signing and striping as shown on the approved plans shall be constructed.

15. The Applicant shall provide street improvement plans to the City Engineer prior to the issuance of a building permit for the Right Turn Pocket extension and Median Modifications as shown on the site plans.
16. The Applicant shall provide an easement to the City of Industry for street and highway purposes with legal description and sketch for review and recordation at the County's Records Office before the issuance of a Certificate of Occupancy, for the Right Turn Pocket extension as shown on the site plan.
17. Applicant shall construct street lights to the satisfaction of the City Engineer.
18. Applicant shall construct a public storm drain to the satisfaction of the City Engineer.

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. 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.
6. 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.

7. 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.
8. 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.
9. 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).
10. 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).
11. Hours of construction are limited to 7:00 am to 7:00 pm Monday through Saturday with no construction on Sundays.

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. 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.

3. The Applicant and/or successor in interest, shall comply with all applicable federal, state, and local laws, rules and regulations.

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- 2019-07 and Resolution No CC- 2019-08 will be of no force or effect unless such written consent is submitted to the City.

Exhibit G

Resolution No. CC 2019-08

[Attached]

RESOLUTION NO. CC 2019-08

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- 14 TO ALLOW THE DEVELOPMENT OF A 38,441 SQUARE FOOT TILT UP INDUSTRIAL BUILDING LOCATED AT 13530 NELSON AVENUE IN THE CITY OF INDUSTRY, WITHIN THE "I" INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, on December 16, 2017, PRL Glass, ("Applicant") filed an application requesting the approval of Development Plan ("DP") No. 17-14 described herein ("Application"); and

WHEREAS, the Application applies to a 2.08 acre property at 13530 Nelson Avenue, City of Industry, California, Assessor's Parcel Numbers 8562-016-006, ("Property"); and

WHEREAS, the Applicant desires to construct a new 38,441 square foot tilt up industrial building, within the City's "M" Industrial Zoning designation. The proposed construction consists of 38,441 square feet of warehouse space with one loading dock, and approximately 1,394 square feet of office space (the "Project"). In accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a Development Plan is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment. The Project is consistent with the General Plan as an industrial use and is similar to other industrial and manufacturing uses 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 CEQA, 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 Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on January 21, 2019, through and including, February 11, 2019. Copies of the IS/MND were made available to the public at the Planning Department and the City's webpage on January 21, 2019, and the IS/MND was

distributed to interested parties and agencies. On January 21, 2019, 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 the 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 the City's webpage; 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 Biological Resources and 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 February 28, 2019, the City Council of the City of Industry conducted a duly noticed public meeting to consider the IS/MND and MMRP, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the IS/MND and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, 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, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* ("CEQA") 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 February 28, 2019; 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. The IS/MND for the Project including any comment letters received, are attached hereto as Attachment 2 and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.

- 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 E. Stafford, Suite 100, 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 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 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 and MMRP for the Project, including all comments received on the IS/MND, 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 measures 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 this Resolution, and 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 February 28, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Juliane Gutierrez-Robles, Deputy City Clerk

Attachment 1

IS/MND and MMRP – Development Plan 17-4

[Attached]

February 2019 | Initial Study/Mitigated Negative Declaration

Nelson Avenue Warehouse Project

for City of Industry

Prepared for:

City of Industry

Contact: Dina Lomeli, Contract Associate Planner
15625 East Stafford, Suite 100
City of Industry, California 91744-0366
626.333.2211

Prepared by:

PlaceWorks

Contact: Mark Teague, Associate Principal, AICP
3 MacArthur Place #1100
Santa Ana, CA 92707
info@placeworks.com
www.placeworks.com

IND-07.157

Table of Contents

<u>Section</u>	<u>Page</u>
1. INTRODUCTION.....	1
1.1 PROJECT LOCATION	1
1.2 ENVIRONMENTAL SETTING.....	1
1.3 PROJECT DESCRIPTION.....	9
1.4 EXISTING ZONING AND GENERAL PLAN	9
1.5 SUMMARY OF ENVIRONMENTAL IMPACTS	10
1.6 CITY ACTION REQUESTED	10
2. ENVIRONMENTAL CHECKLIST	1
2.1 BACKGROUND.....	1
2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED	2
2.3 EVALUATION OF ENVIRONMENTAL IMPACTS	3
3. LEAD AGENCY DETERMINATION	5
4. ENVIRONMENTAL ANALYSIS	6
4.1 AESTHETICS	6
4.2 AGRICULTURE AND FORESTRY RESOURCES	7
4.3 AIR QUALITY	9
4.4 BIOLOGICAL RESOURCES	16
4.5 CULTURAL RESOURCES	18
4.6 GEOLOGY AND SOILS.....	20
4.7 GREENHOUSE GAS EMISSIONS.....	23
4.8 HAZARDS AND HAZARDOUS MATERIALS.....	27
4.9 HYDROLOGY AND WATER QUALITY	31
4.10 LAND USE AND PLANNING	36
4.11 MINERAL RESOURCES.....	37
4.12 NOISE.....	38
4.13 POPULATION AND HOUSING	48
4.14 PUBLIC SERVICES.....	49
4.15 RECREATION	50
4.16 TRANSPORTATION/TRAFFIC.....	51
4.17 TRIBAL CULTURAL RESOURCES	55
4.18 UTILITIES AND SERVICE SYSTEMS.....	56
4.19 MANDATORY FINDINGS OF SIGNIFICANCE	61
5. REFERENCES.....	64
6. CONSULTANT RECOMMENDATION.....	68
7. LIST OF PREPARERS	70
LEAD AGENCY.....	70
PLACEWORKS	70

APPENDICES

- Appendix A. Air Quality and GHG Emissions Modeling
- Appendix B. Geotechnical Report
- Appendix C. Phase I
- Appendix D. Noise Data

Table of Contents

List of Figures

Figure		Page
Figure 1	Regional Location	3
Figure 2	Local Vicinity	5
Figure 3	Aerial Photograph.....	7
Figure 4	Building Elevations.....	11
Figure 5	Site Plan	13

List of Tables

Table		Page
Table 1	Maximum Daily Regional Construction Emissions	11
Table 2	Maximum Daily Regional Operational Phase Emissions.....	11
Table 3	Maximum Daily Onsite Localized Construction Emissions.....	13
Table 4	Localized Onsite Operational Emissions.....	14
Table 5	Project-Related GHG Emissions.....	25
Table 6	Construction BMPs	33
Table 7	County of Los Angeles Exterior Noise Standards	40
Table 8	County of Los Angeles Stationary Construction Equipment Noise Limits.....	42
Table 9	Source Noise Levels for Complete Trucking Operations at Reference Distance of 50 feet ¹	43
Table 11	Employee Estimation.....	48
Table 12	Trip Generation Rates.....	52
Table 13	Project Trip Generation.....	53
Table 14	Estimated Project Wastewater Generation.....	58
Table 15	Projected Water Supplies, Upper San Gabriel River and Rio Hondo IRWM Subregion, Acre-Feet per Year	59
Table 16	Landfills Serving City of Industry	60
Table 17	Estimated Project Solid Waste Generation	60

1. Introduction

The project applicant, PRL Glass Systems, INC., is seeking approval of the City of Industry (“City”) for a development plan for an 38,441-square-foot industrial building with 1,394-square-feet of office space on an approximately 2.08-acre vacant site on Nelson Avenue East, in between Vineland Avenue and North Puente Avenue in the City of Industry.

This Initial Study/Mitigated Negative Declaration (“IS/MND”) has been prepared in accordance with the California Environmental Quality Act (“CEQA”), as amended, to determine if approval of the discretionary action requested and subsequent development could have a significant impact on the environment. This analysis will also provide the City with information to document the potential impacts of the proposed project.

1.1 PROJECT LOCATION

The address of the project is 13530 Nelson Avenue East, located in the northern portion of the City, in the San Gabriel Valley, in Los Angeles County, Assessor’s Parcel Number (APN) 8562-016-901. Regional access to the site is from Interstate 605 (I-605) via the Valley Boulevard ramps approximately 1-mile west of the site, as well as Interstate 10 Freeway, and State Route 60. Figure 1, *Regional Location*, shows the project site in its regional context. Puente Avenue and Valley Boulevard are major streets that provide north-south and east-west access, respectively. The nearest signalized intersection to the project site is Puente Avenue at Nelson Avenue East. At Puente Avenue, this street intersects the Union Pacific Railroad track at-grade.

Sidewalks are located along both sides of Nelson Avenue East and Puente Avenue in the vicinity of the project site. There are no marked bicycle lanes and on-street parking on Nelson Avenue East, adjacent to the project site. Public transit is provided by Foothill Transit, via bus services. Foothill Transit Routes 274, 282, and 194 provide stops near the project site.

The site is fenced, with current access via locked gates on Nelson Avenue East. Figure 2, *Local Vicinity*, shows the site in its local context.

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Site Condition

The site is vacant and was previously graded and developed for agricultural use from the 1940’s through the 1960’s. The property was later developed, and Sealco Air Brakes occupied the site, which went through a regulatory closure process for gasoline contamination in 1991. An automobile customization company occupied the site until 2007.

The buildings were demolished in 2010, and the site has been vacant since, and occasionally used for parking of trucks and trailers. The site is bare, undeveloped land. Vegetation onsite includes ruderal grasses with several trees and hedges along the north site boundary. Topography of the site is flat.

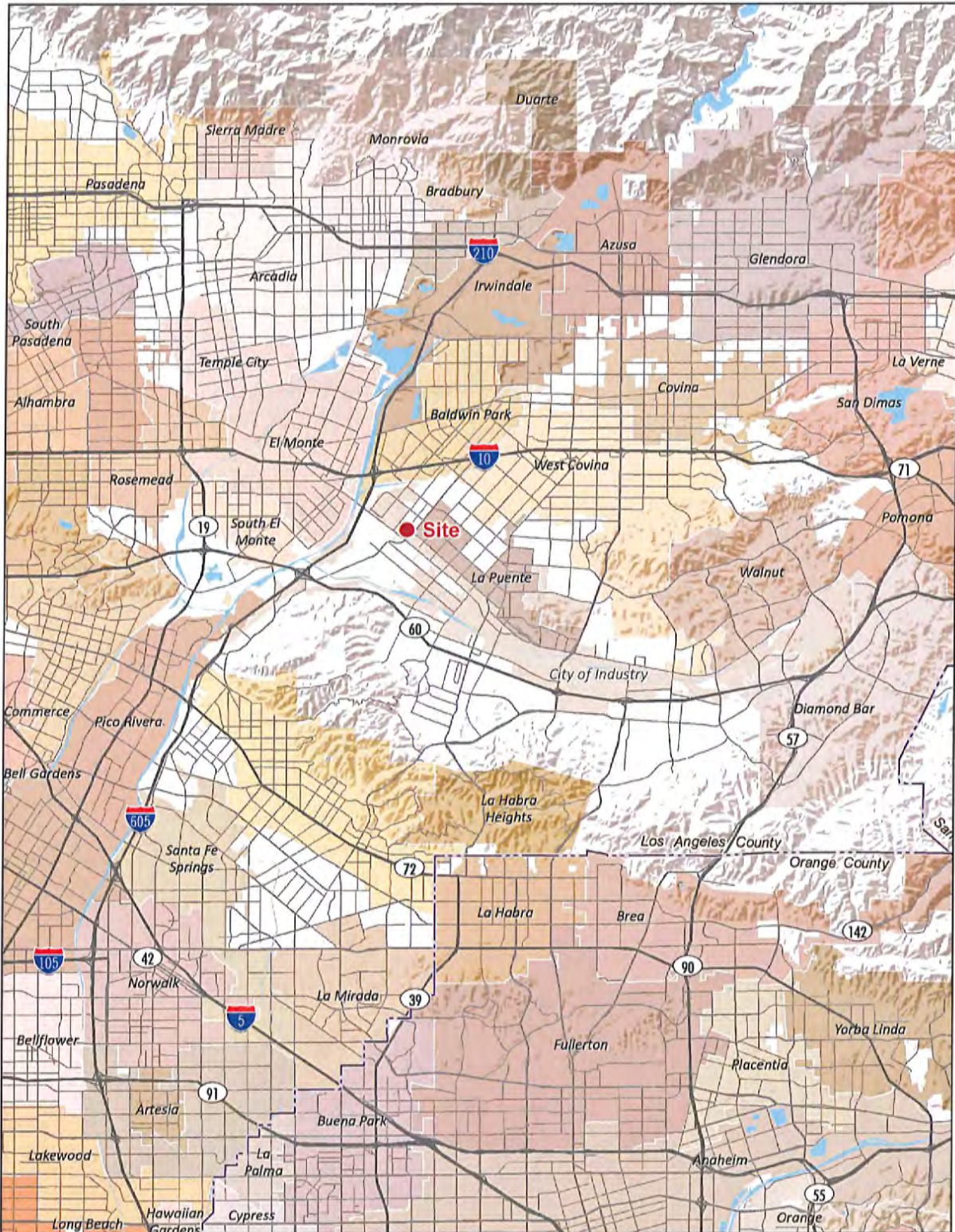
1. Introduction

1.2.2 Surrounding Land Use

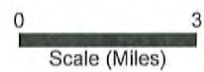
The site is zoned as Industrial and designated for Employment by the City's general plan, and is surrounded by industrial/commercial uses to the east, west, and south. Residential uses are across Nelson Avenue East, to the north.

The site is adjacent to two-story masonry block commercial buildings. To the northwest and west, at 13500 Nelson Avenue East, is the Vinh Sanh Trading Corporation. To the northeast and east, at 251 Mason Way, is PRL Glass Systems. To the south, at 167 Mason Way, is AST Distributors. To the north, across Nelson Avenue East, are single-family residential uses. Figure 3, *Aerial Photograph*, shows the project site and the surrounding land uses.

Figure 1 - Regional Location



Note: Unincorporated county areas are shown in white.



Source: ESRI, 2018

1. Introduction

This page intentionally left blank.

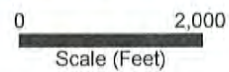
Figure 2 - Local Vicinity



Note: Unincorporated county areas are shown in white.

— Project Boundary

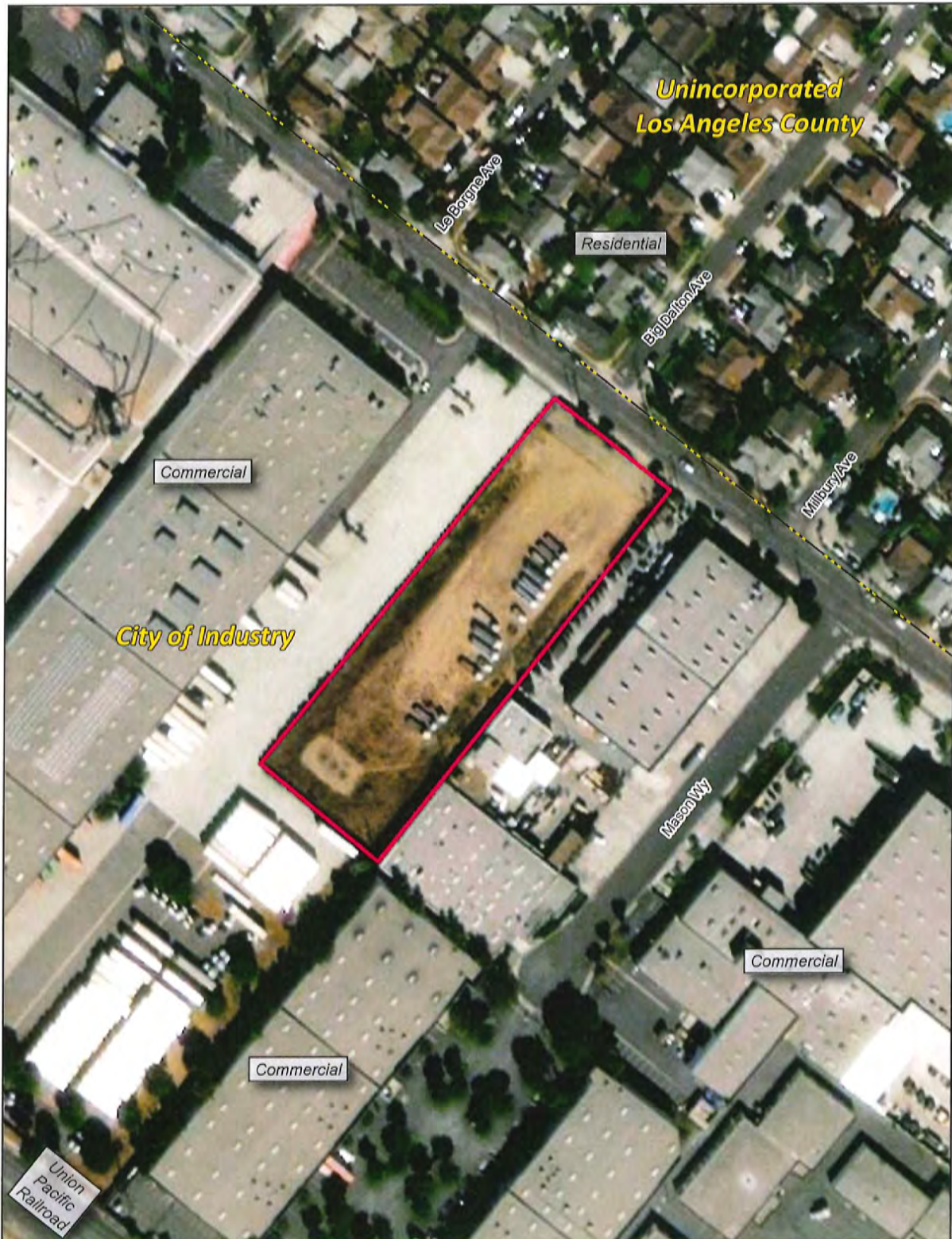
Source: ESRI, 2018



1. Introduction

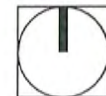
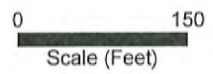
This page intentionally left blank.

Figure 3 - Aerial Photograph



Note: Unincorporated county areas are shown in white.

— Project Boundary - - - - - City Boundary



Source: ESRI, 2018

1. Introduction

This page intentionally left blank.

1. Introduction

1.3 PROJECT DESCRIPTION

1.3.1 Proposed Land Use

Building

The proposed project would result in the construction and operation of a 38,441 square-foot one-story tilt-up industrial warehouse building, including 36,265 square feet of glass fabrication factory space, and 1,394 square feet of office space. The new warehouse building would be 108 feet wide by 360 feet long and would have a finished height of 30 feet with a 30 feet minimum setback from Nelson Avenue East (see **Figure 4, Building Elevations**).

Access, Circulation, and Parking

Site access would be from a driveway on Nelson Avenue East, at the northern site boundary. The driveway would serve as both fire lane access and general access, and would require the relocation of the existing driveway further south on Nelson Avenue East. Internal circulation would be provided by an L-shaped driveway that passes around the northwest and southwest sides of the building. The building would have eight service openings surrounding the building, plus one truck dock opening on the southwest side of the building. Sixty-eight automobile parking spaces would be provided along the northwest and southwest sides of the building. The pedestrian entrance to the building would be at the northwest corner. An additional exit would be provided at the southeast corner of the building (see **Figure 5, Site Plan**). The proposed project would provide access for emergency vehicles and comply with the requirements of Section 503 of the 2013 California Fire Code; the site and building plans would be reviewed by LACoFD during plan check.

Landscaping

The project would install 11,123 square feet of landscaping, including vegetated swales that would be part of the storm drainage system, along Nelson Avenue East, and the northwest side of the building and southwest property edge, between the parking spaces and the property line. A new steel-welded pedestrian and vehicular access gate would be constructed facing Nelson Avenue East, and would be 7 feet 6 inches tall.

1.3.2 Project Phasing

The project would be completed in a single phase starting in 2019 and would take approximately 12 months to complete. Construction activities would consist of excavation and finish grading, building construction, architectural coating, and site paving. Construction would require excavation for foundation and utility work, however, because of the vacant nature of the site, previous grading, and existing topography, no import or export of soil is anticipated. Construction would be staged in the parking area at the southwest area of the site. Hours of construction would comply with the County of Los Angeles' Construction Noise Standards.

1.4 EXISTING ZONING AND GENERAL PLAN

The existing General Plan land use designation is Employment, and the existing zoning designation is Industrial (I).

1. Introduction

1.5 SUMMARY OF ENVIRONMENTAL IMPACTS

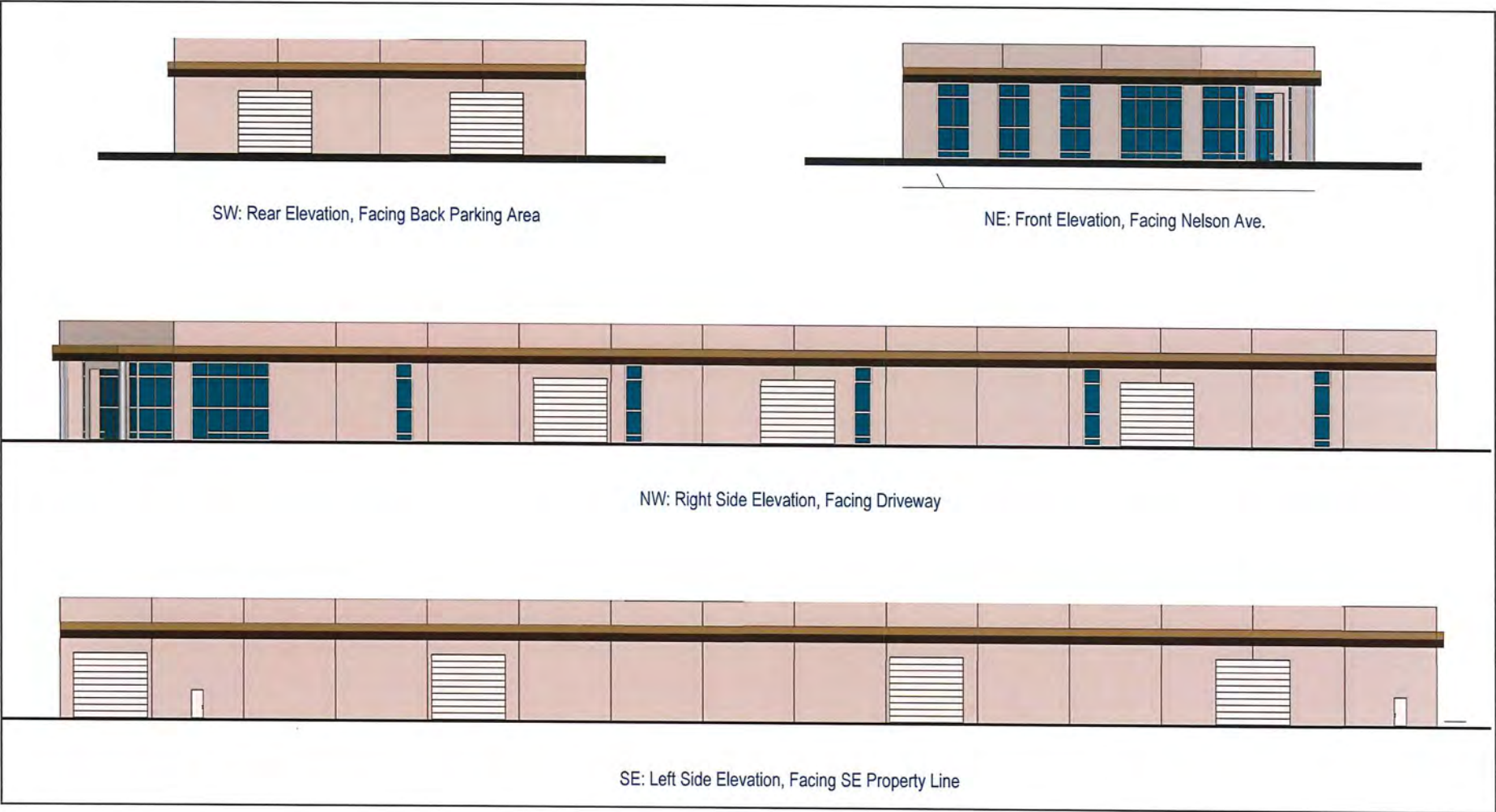
As further detailed in the Initial Study checklist below, construction and operation would have either “No Impact,” or a “Less than Significant Impact,” with regards to Aesthetics, Agricultural Resources, Air Quality, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise and Vibration, Population and Housing, Public Services, Recreation, Transportation and Traffic, Tribal Cultural Resources, and Utilities and Service Systems.

Impacts that were reduced to “Less than Significant with the Incorporation of Mitigation” include Biological Resources, Cultural Resources, and Tribal Cultural Resources.

1.6 CITY ACTION REQUESTED

Pursuant to the provisions of Section 17.36.020 of the City of Industry’s Municipal Code, approval of a development plan is required for all new construction. The project applicant is seeking approval of a development plan.

Figure 4 - Building Elevations

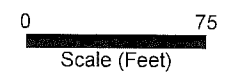
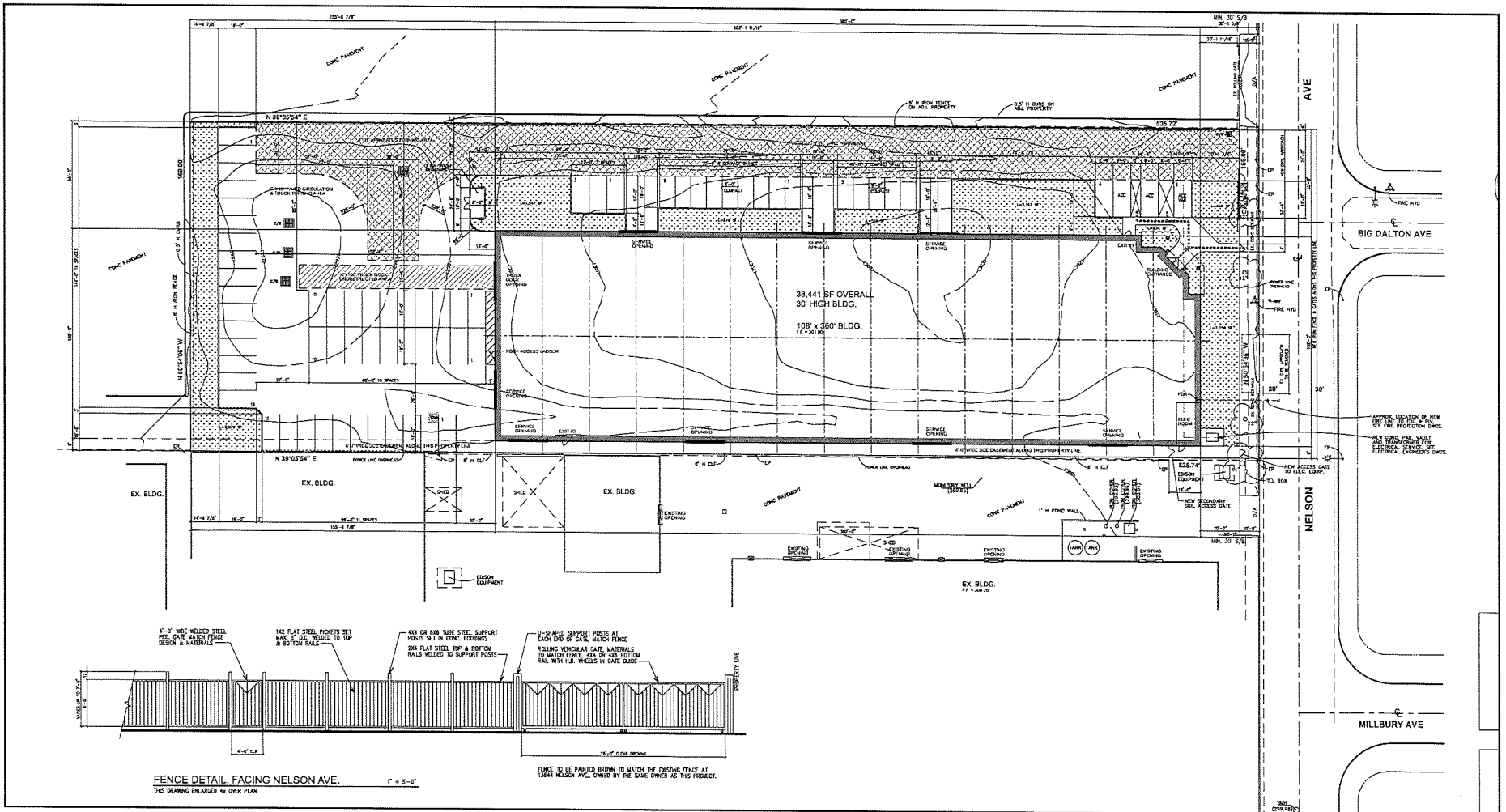


Source: Ken Parsons Architect, 2018

1. Introduction

This page intentionally left blank.

Figure 5 - Site Plan



Source: Ken Parsons Architect, 2018

1. Introduction

This page intentionally left blank.

2. Environmental Checklist

2.1 BACKGROUND

1. **Project Title:** Nelson Avenue Warehouse Development

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

City of Industry
15625 East Stafford, Suite 100
City of Industry, CA 91744-0366

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

Dina Lomeli, Contract Associate Planner
626.333.2211

4. **Project Location:** 13530 Nelson Avenue East in the northern portion of the City of Industry, west of the intersection of North Puente Avenue with Nelson Avenue East

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

Ken Parsons, Architect
1249 Diamond Bar Boulevard, Suite 169
Diamond Bar, CA 91765

6. **General Plan Designation:** Employment

7. **Zoning:** Industrial (I)

8. **Description of Project** The proposed project is the construction and operation of a one-story, 38,441 square-foot concrete tilt up industrial fabrication warehouse, and office space, on a 2.08-acre vacant site. Construction of the building would take approximately 12 months and would be completed in a single phase. The main entrance to the site is from Nelson Avenue East. The proposed project would include 68 automobile parking spaces, and eight service openings, plus one truck dock. Vegetated swales and landscaping would be installed along the perimeter of the site to allow stormwater to percolate through to the ground, preventing runoff.

9. **Surrounding Land Uses and Setting:**

The site is currently vacant, bare land; vegetation onsite includes tumbleweeds, grasses, and several trees along the north site boundary. The site is surrounded to the east, south and west by industrial/commercial buildings; and to the north by Nelson Avenue East, and single-family residential uses opposite Nelson Avenue East. The proposed warehouse use is permitted under both the Employment General Plan land use designation and the Industrial zoning designation. As a proposed warehouse and office space, the project does not conflict with land use regulations.

2. Environmental Checklist

-
- 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
 - Los Angeles County Health Services Department
 - Los Angeles County Public Works Department
 - South Coast Air Quality Management District
 - State Water Resource Control Board
-

11. Tribal Consultation? 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?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.94 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

The Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City's notification list pursuant to AB 52. The City prepared notification letters and distributed them to the identified tribal representatives on August 27th, 2018. A reply from the Gabrieleño Band of Mission Indians – Kizh Nation was received on September 6th, 2018. The City will work with the tribe to address their request for consultation.

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," as indicated by the checklist on the following pages.

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

2. Environmental Checklist

2.3 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.
- 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. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

2. Environmental Checklist

- 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.

3. Lead Agency 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 will be 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 analyzed adequately 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.

Signature

Date

Printed Name

For

4. Environmental Analysis

This section provides an evaluation of the impact categories and questions contained in the checklist and identifies mitigation measures, if applicable.

4.1 AESTHETICS

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

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. The project site is surrounded by the Puente Hills, located approximately 1.5-miles to the south, and the San Gabriel Mountains, located approximately 7.8-miles to the north. Views of the San Gabriel Mountains are obstructed by residences to the north of the project site along Nelson Avenue East, however, the Puente Hills are visible from much of the site. The project site is surrounded by industrial buildings and parking lots to the east, south, and west, and residences to the north. The proposed project would result in a one-story tilt-up industrial warehouse building, that would be 108 feet wide by 360 feet long, and would have a finished height of 30 feet with a 30 feet minimum setback from Nelson Avenue East. As views of the Puente Hills and San Gabriel Mountains are not in the foreground; and views of the San Gabriel Mountains are currently impaired by existing residential development, implementation of the proposed project would not block scenic views. Impacts would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. As seen in Figure 3, *Aerial Photograph*, the site is cleared, vacant, and was graded to support previous buildings. As a result of previous industrial development on the property, there are no historic buildings or rock outcroppings onsite. Vegetation onsite includes ruderal grasses with several trees and hedges along the north site boundary, and are not considered scenic resources. The nearest officially designated State Scenic Highway is State Route 2, which is approximately 16-miles north of the project site (Caltrans 2011). As there are no

4. Environmental Analysis

scenic resources on the site, and the site is not near a state scenic highway, the proposed project would not affect any scenic resources, and no impact would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. The project site surroundings consist of industrial uses to the east, south, and west, and a residential neighborhood to the north. The existing site is vacant, bare land and does not contribute to the visual quality of the site and its surroundings. Concrete tilt-up industrial buildings of similar design and operational uses are present along Nelson Avenue East. The project would develop a concrete tilt-up industrial and warehouse building with office buildout, with landscaping, conforming with the appearance of the surrounding industrial uses. The project would be consistent with the site's surroundings, and impacts would be less than significant.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The proposed project would introduce new sources of light at the project site, including building and loading dock/docking bay lights, parking area lights, and security lighting. While the new sources of lighting have the potential to increase nighttime light and glare, the project site is in an industrial area, with residences to the north, and existing security and street lighting. The proposed project lighting would be similar to existing lighting in the adjacent industrial areas and would be implemented in such a manner to minimize disruptive light and glare impacts. Any signage that would be installed by the project would comply with City of Industry Sign Regulations, Chapter 15.32, of the City of Industry Municipal Code. The building exterior would not contain significant amounts of glass or reflective construction materials that could cause distracting glare on surrounding uses, residents, and passerby. Therefore, project impacts associated with light and glare would be less than significant.

4.2 AGRICULTURE AND FORESTRY RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURE AND FORESTRY RESOURCES. 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 Dept. 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 information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
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 non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
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?				X

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 Dept. 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 information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- 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 non-agricultural use?**

No Impact. According to the California Important Farmland Finder, maintained by the Division of Land Resource Protection, the project site is not mapped, and is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (DLRP 2016a). The site is vacant and is not used, zoned or designated for agriculture. The project site is currently zoned as Industrial, and is situated in an urbanized environment. Project development would not convert mapped important farmland to non-agricultural uses, therefore no impact would occur.

- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

No Impact. The project site is zoned as Industrial, and not for agricultural use. The project site is in an urban, built-up environment. No Williamson Act contracts are in effect for the project site. The project site is listed as non-enrolled land, according to the Los Angeles County Williamson Act Map (DLRP 2016b). No impact would occur.

4. Environmental Analysis

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

No Impact. The proposed project would not conflict with any zoning of forest land or timberland, as the project site is zoned as Industrial, and is located in a built-up, urban environment. No forest land or timberland would be affected by the proposed project and no impact would occur.

- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

No Impact. The project site is vacant, and vegetation onsite includes ruderal grasses with several trees and hedges along the site boundary. The project site is located in an urban environment and there is no forest land onsite. The development of the proposed project would not convert forest land to non-forest use. No impact would occur.

- 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?**

No Impact. There is no forest land on the project site, and there is no mapped important farmland on or near the project site. The project site is situated in an urban environment. Project development would not indirectly convert important farmland to non-agricultural uses, or forest land to non-forest uses. Therefore, no impact would occur.

4.3 AIR QUALITY

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY. 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?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
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)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthful pollutant concentrations. A background discussion on

4. Environmental Analysis

the air quality regulatory setting, meteorological conditions, existing ambient air quality in the vicinity of the project site, and air quality modeling can be found in Appendix A.

The primary air pollutants of concern for which ambient air quality standards (“AAQS”) have been established are ozone (O₃), carbon monoxide (CO), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), and lead (Pb). Areas are classified under the federal and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (“SoCAB”), which is managed by the South Coast Air Quality Management District (“SCAQMD”), is designated nonattainment for O₃, and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2017a).

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.

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. SCAQMD adopted the 2016 Air Quality Management Plan on March 3, 2017. Regional growth projections are used by SCAQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (“SCAG”) and are partially based on land use designations included in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections. In addition, the consistency analysis is generally only required in connection with the adoption of General Plans, specific plans, and significant projects.

While the proposed project would increase the employment sector in the City of Industry, the warehousing space proposed would be a permitted land use under the Industrial General Plan and zoning. Because the proposed use would be consistent with the land use and zoning designation, it would not substantially affect the regional growth projects. In addition, operation-phase emissions associated with the proposed project would not exceed the SCAQMD regional significance thresholds (see Section 4.3.b below). Thus, implementation of the proposed project would not interfere with or obstruct implementation of the AQMP. Therefore, impacts are less than significant and no mitigation measures are required.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact. The following describes project-related impacts from regional short-term construction activities and regional long-term operation of the proposed project.

Regional Construction Impacts

The proposed project would result in the construction of a 38,441 square foot warehouse building for glass fabrication factory space and office space. The proposed warehouse building would be constructed over an approximately eleven-month period from January 2019 to December 2019. Air pollutant emissions for construction of the new warehouse building would include site preparation, grading, building construction, paving, and painting.

4. Environmental Analysis

The proposed project construction-related emissions, shown in Table 1, *Maximum Daily Regional Construction Emissions*, are quantified using California Emissions Estimator Model, Version 2016.3.2 (CalEEMod), and are based on the construction schedule and the CalEEMod default equipment list recommended for the proposed project. As shown in Table 1, construction related emissions would not exceed the SCAQMD regional significance thresholds, therefore, air quality impacts from project-related construction activities would be less than significant.

Table 1 Maximum Daily Regional Construction Emissions

Construction Phase	Criteria Air Pollutant Emissions (lbs/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2019						
Site Preparation	2	22	12	<1	2	1
Grading	2	23	11	<1	4	2
Building Construction	3	21	18	<1	2	1
Building Construction + Paving + Architectural Coating	42	35	32	<1	3	2
Total Maximum Daily Construction Emissions	42	35	32	<1	4	2
SCAQMD Regional Significance Threshold	75	100	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2

Notes: Totals may not total to 100 percent due to rounding.

¹ Construction phasing is based on the preliminary information provided by the applicant. Where specific information regarding proposed project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures under SCAQMD Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers. Modeling also assumes a VOC of 100 g/L pursuant to SCAQMD Rule 1113.

Regional Operation-Phase Impacts

As described, implementation of the proposed project would result in the construction of a 38,441 square foot warehouse building. The proposed warehousing space would generate up to 67 vehicle trips consisting of approximately 54 passenger vehicle trips and 13 truck trips. Furthermore, operation of the proposed warehouse building would result in an increase in energy-related (i.e., natural gas used for heating) and area source (e.g., consumer cleaning products, paints, etc.) emissions. The emissions associated with the proposed project are shown in Table 2, *Maximum Daily Regional Operational-Phase Emissions*.

Table 2 Maximum Daily Regional Operational Phase Emissions

Source	Maximum Daily Emissions (lbs/day) – Winter or Summer					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area	1	<1	<1	<1	<1	<1
Energy ¹	<1	<1	<1	<1	<1	<1
Transportation ²	<1	2	3	<1	<1	<1
Off-Road ³	<1	4	4	<1	<1	<1
Total Emissions	2	6	7	<1	1	<1
SCAQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	No	No	No	No	No	No

4. Environmental Analysis

Source: CalEEMod Version 2016.3.2. Highest winter or summer emissions. Totals may not add up to 100 percent due to rounding. Bold: Exceed Threshold.

¹ Energy use is based on the CalEEMod defaults for a warehouse. Details on the mechanical systems and associated energy demand associated with glass fabrication is unknown; and therefore calculating energy use associated with glass manufacturing process is considered speculative for this Initial Study.

² Transportation emissions based on truck trip generation rates from the ITE Trip Generation Manual, 10th Generation.

³ Assumes 3 diesel-powered forklifts at the facility operating for 4 hours per each shift and a total of 2 work-shifts per day.

As shown in the table, air pollutant emissions generated from operation-related activities would be less than their respective SCAQMD regional significance threshold values. Therefore, impacts to the regional air quality from project-related operation activities would be less than significant and no mitigation measures are necessary.

- 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)?**

Less Than Significant Impact. The SoCAB is designated nonattainment for O₃ and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS. According to SCAQMD methodology, any project that does not exceed or can be mitigated to less than the daily threshold values would not add significantly to a cumulative impact (SCAQMD 1993). Construction and operational activities would not result in emissions in excess of SCAQMD's significant thresholds. Therefore, the project would not result in a cumulatively considerable net increase in criteria pollutants and impacts would be less than significant. No additional mitigation measures are required.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**

Less Than Significant Impact. The following describes changes in localized impacts from short-term construction activities and long-term operation of the proposed project.

Construction

Localized Construction Impacts

A project could expose sensitive receptors to elevated pollutant concentrations during construction activities if it would cause or contribute significantly to elevated levels. Unlike the mass of construction and operations emissions shown in the regional emissions analysis in Tables 1 and 2, which are described in pounds per day, localized concentrations refer to an amount of pollutant in a volume of air (ppm or µg/m³) and can be correlated to potential health effects. Localized significance thresholds (LSTs) are the amount of project-related emissions at which localized concentrations (ppm or µg/m³) could exceed the AAQSs for criteria air pollutants for which the SoCAB is designated nonattainment. LSTs are based on the proposed project site size and distance to the nearest sensitive receptor. Thresholds are based on the California AAQS, which are the most stringent AAQS, established to provide a margin of safety in the protection of the public health and welfare. They are designed to protect sensitive receptor areas (SRAs) most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise.

Air pollutant emissions generated by construction activities are anticipated to cause temporary increases in air pollutant concentrations. Table 3, *Maximum Daily Onsite Localized Construction Emissions*, shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with

4. Environmental Analysis

the SCAQMD's LSTs. As shown in the table, the construction of the proposed project would not generate construction-related onsite emissions that would exceed the LSTs. Thus, project-related construction activities would not have the potential to expose sensitive receptors to substantial pollutant concentrations. Therefore, localized air quality impacts from construction activities would be less than significant and no mitigation measures are necessary.

Table 3 Maximum Daily Onsite Localized Construction Emissions

Source	Pollutants(lbs/day) ^{1,2}			
	NO _x	CO	PM ₁₀	PM _{2.5}
Year 2019 – Site Preparation	22	12	2	1
SCAQMD 1.94-acre LST	119	1,009	7	5
Exceeds LST?	No	No	No	No
Year 2019 – Grading	23	10	4	2
SCAQMD 1.88-acre LST	116	986	6.75	4.87
Exceeds LST?	No	No	No	No
Year 2019 – Building Construction	19	15	1	1
SCAQMD 0.38-acre LST	83	673	5	4
Exceeds LST?	No	No	No	No
Year 2019 – Building Construction, Paving, and Architectural Coating	33	29	2	2
SCAQMD 1.00-acre LST	123	1,052	7.18	5.11
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2016.3.2.; SCAQMD 2008 and SCAQMD 2011.

Notes: In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the proposed project site are included in the analysis. Construction LSTs are based on sensitive receptors within 82 feet (25 meters) in SRA 11.

¹ Construction phasing is based on the preliminary information provided by the Applicant. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

Construction Health Risk

SCAQMD currently does not require health risk assessments to be conducted for short-term emissions from construction equipment. Emissions from construction equipment primarily consist of diesel particulate matter (DPM). The OEHHA adopted new guidance for the preparation of health risk assessments in March 2015. OEHHA has developed a cancer risk factor and noncancer chronic reference exposure level for DPM, but these factors are based on continuous exposure over a 30-year time frame. No short-term acute exposure levels have been developed for DPM. SCAQMD currently does not require the evaluation of long-term excess cancer risk or chronic health impacts for a short-term project. The proposed project site would be developed in approximately 12 months. The relatively short duration when compared to a 30-year time frame would limit exposures to on-site and off-site receptors. In addition, exhaust emissions from off-road vehicles associated with overall project-related construction activities would not exceed the screening-level LSTs. For these reasons, it is anticipated that construction emissions would not pose a threat to off-site receptors near the proposed project sites, and project-related construction health impacts would be less than significant.

4. Environmental Analysis

Operational Phase

Localized Operation-Phase Impacts

Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from SCAQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur onsite. Additionally, operation of the proposed project would also result in the use of standard onsite mechanical equipment such as heating, ventilation, and air conditioning units in addition to occasional use of landscaping equipment for property maintenance which would generate area source emissions. Emissions of NO₂, CO, PM₁₀, and PM_{2.5} generated at the project site (offsite mobile-source emissions are not included in the LST analysis) from onsite stationary sources and truck idling could expose sensitive receptors to substantial concentrations of criteria air pollutants. Table 4, *Localized Onsite Operational Emissions*, shows localized maximum daily operational emissions. As shown in this table, maximum daily operational emissions would not exceed SCAQMD LSTs. Thus, operational emissions would not exceed the California AAQS and project operation would not expose sensitive receptors to substantial pollutant concentrations. Therefore, impacts would be less than significant.

Table 4 Localized Onsite Operational Emissions

Source	Pollutants (lbs/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Area Sources	<1	<1	<1	<1
Truck Idling ¹	<1	<1	<1	<1
Off-Road ²	4	4	<1	<1
Maximum Daily Onsite Operation Emissions	4	4	<1	<1
SCAQMD LST	123	1,052	2	2
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2016.3.2.; SCAQMD 2008.

Notes: In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the proposed project site are included in the analysis. Construction LSTs are based on sensitive receptors within 82 feet (25 meters) in SRA 11.

¹ Represents emissions from idling emissions with the anticipated 13 trucks per day and assumes 15 minutes of idling per truck per CalEEMod methodology. Utilizes EMFAC2017, Version 1.0.2, aggregated idle emission rate for medium duty trucks (MDV), medium-heavy duty trucks (MHDT), and heavy-heavy duty diesel trucks (HHDT) for the buildout year (2020), and assumes 7.5 minutes of idling per trip (15 minutes of idling per truck), which is consistent with the recommendations of SCAQMD.

² Assumes 3 diesel-powered forklifts at the facility operating for 4 hours per each shift and a total of 2 work-shifts per day.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. The SoCAB has been designated as attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per

4. Environmental Analysis

hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2017).

Implementation of the project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site. Localized air quality impacts related to mobile-source emissions would be less than significant and no mitigation measures are required.

Operational Health Risk

The project applicant, PRL Glass Systems, Inc., proposes to manufacture and deliver architectural glass and aluminum products at the proposed project site. The glass manufacturing process involves cutting, tempering, drying, and assembly of glass. Though the tempering of glass may involve the use of chemicals such as butyl, polysulfide, and silicone, the proposed project's operational activities would not require substantial use of chemicals that generate substantial quantities of toxic air contaminants (TACs). Consequently, there would not be a substantial increase in concentrations of TACs from operational activities and operational impacts are less than significant.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact. The threshold for odor is if a project creates an odor nuisance pursuant to SCAQMD Rule 402, Nuisance, which states:

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. The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities.

The proposed project would develop and operate warehousing space, which would not fall within the types of uses that are associated with foul odors that constitute a public nuisance. During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. However, construction-related odor emissions would be temporary, intermittent, and would not affect a significant number or people. Therefore, impacts would be less than significant.

4. Environmental Analysis

4.4 BIOLOGICAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. 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 US Fish and Wildlife Service?				X
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?				X
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?				X
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?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
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?				X

- 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 US Fish and Wildlife Service?**

No Impact. As shown in Figure 3, *Aerial Photograph*, the site is vacant and contains limited ruderal vegetation including ruderal grasses and several trees along the north site boundary. The vegetation onsite is typical of disturbed, previously developed sites in urban southern California. No native habitat, and no suitable habitat for sensitive species, is present onsite. The project site and its surroundings are in an urban industrial area. No impact to sensitive species would occur either directly or through habitat modification.

- 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?**

No Impact. No riparian habitat is identified on the project site (USFWS 2018), which is situated in an urban environment. Occurrences of three sensitive natural communities are listed in the Baldwin Park quadrangle on the California Natural Diversity Database maintained by the California Department of Fish and Wildlife:

4. Environmental Analysis

California walnut woodland, Riversidian alluvial fan sage scrub, and walnut forest (CDFW 2018). However, none of the aforementioned natural communities are present onsite. No impact would occur.

- 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?**

No Impact. No wetlands exist onsite, and the project site is in a built-up, urban environment. The nearest wetland to the site mapped on the National Wetlands Mapper is Avocado Creek approximately ¼ -mile to the south of the project site (USFWS 2018). No impact would occur.

- 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?**

Less Than Significant Impact with Incorporation of Mitigation. Trees onsite could be used by nesting migratory birds protected under the federal Migratory Bird Treaty Act (MBTA), the domestic law implementing the United States' commitment to four treaties with Canada, Japan, Mexico, and Russia for the protection of shared migratory bird resources. The MBTA governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests. It prohibits the take, possession, import, export, transport, sale, purchase, barter, or offering of these activities, except under a valid permit or as permitted in the implementing regulations. In order to ensure that impacts to migratory birds do not occur, the following mitigation measure, BIO-1 has been identified to ensure compliance with the MBTA.

Mitigation Measure

BIO-1. Impact Avoidance and Pre-Construction Surveys for Nesting Special-Status and Legally Protected Avian Species. The following measures shall be implemented by the Project Construction Contractor to avoid impacts to nesting birds.

- Not more than 15 days prior to construction activities that occur between February 1 and August 31, surveys for nesting birds shall be conducted by a qualified biologist. Nest surveys shall cover the entire area to be affected by construction and the area within a 100-foot buffer of construction or ground-disturbing activities. The results of the nest surveys, including survey dates, times, methods, species observed, and a map of any discovered nests, shall be submitted to the City. If no active avian nests (i.e., nests with eggs or young) are identified on the limits of the disturbance area, no further mitigation is necessary.
- If active nests (with eggs or young) of avian species are found within the proposed disturbance area, a minimum 50-foot no-disturbance buffer zone surrounding active nests shall be established until the young have fledged. Project activities shall not occur within the buffer as long as the nest is active. The size of the buffer area may be reduced if the biologist determines it would not be likely to have adverse effects on the particular species. No action other than avoidance shall be taken without biologist consultation.

4. Environmental Analysis

- Completion of the nesting cycle (to determine when construction near the nest can commence) shall be determined by the biologist.

Timing/Implementation: Prior to construction activities

Enforcement/Monitoring: City of Industry

With implementation of mitigation measure BIO-1, impacts would be less than significant.

- e) **Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

No Impact. The City has no ordinances protecting biological resources, and no impact would occur.

- 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?**

No Impact. The project site is not in the plan area of a Habitat Conservation Plan or Natural Community Conservation Plan (CDFW 2017), therefore no impact would occur.

4.5 CULTURAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?			X	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

The analysis in this section is based in part on the following:

- Geotechnical Investigation Proposed Glass Fabrication Building*, Global Geo-Engineering, Inc., June 14, 2017.

A complete copy of the search results is included in Appendix B to this Initial Study.

- a) **Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?**

Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally, a resource is considered to be “historically significant” if it meets one of the following criteria:

4. Environmental Analysis

- i) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- ii) Is associated with the lives of persons important in our past;
- iii) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- iv) Has yielded, or may be likely to yield, information important in prehistory or history.

No Impact. The project site is currently vacant, and there are no buildings onsite. Project implementation would occur within the footprint of the project site. Therefore, project development would not damage historic resources, and no impact would occur.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less Than Significant Impact. Archaeological Resources are prehistoric or historic evidence of past human activities, including structural ruins and buried resources. The project site is undeveloped, and has previously had buildings upon it. The proposed project would require connections to utility lines, ground clearing, excavation, grading, and other construction and ground disturbing activities. According to the Geotechnical Report, the maximum depth of undocumented fill soils was encountered at 7.5 feet; the Geotechnical Report recommends a maximum 6 feet high cut for over-excavation (Appendix B). In accordance with the recommendations of the geotechnical report and since the construction activities for the proposed project would not exceed depths of fill soils, impacts to archaeological resources would be less than significant.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant Impact with Incorporation of Mitigation. Paleontological resources are fossilized evidence of past life on earth; including bones, shells, leaves, tracks, burrows, and impressions. The site is underlain by younger alluvial fan and valley deposits of Holocene age, and the Geotechnical Report encountered Holocene-aged alluvial deposits in all borings to the excavated depths (USGS 1997, Appendix B). The project site is flat, and there are no unique geological features onsite. There is some possibility that fossils could be present in site soils and thus could be damaged by project grading and/or construction activities. In order to ensure that impacts to paleontological resources do not occur, the following mitigation measure, CUL-1 has been identified.

Mitigation Measure

CUL-1 If any paleontological resources are found during future development of the site, all work in the immediate vicinity of the find must stop and the project construction contractor shall immediately notify the City of Industry. A qualified paleontologist (i.e., one with a graduate degree in paleontology, geology, or related field and having demonstrated experience in the vertebrate, invertebrate, or botanical paleontology of California) shall be retained to evaluate the finds and recommend appropriate mitigation measures.

4. Environmental Analysis

Timing/Implementation: During grading and construction activities

Monitoring/Enforcement: City of Industry

With implementation of mitigation measure CUL-1, impacts would be less than significant.

d) Disturb any human remains, including those interred outside of formal cemeteries?

Less Than Significant Impact. California Health and Safety Code Section 7050.5 requires that in the event that human remains are discovered within the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation into the circumstances, manner, and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes or has reason to believe the human remains to be those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission (NAHC). The project would comply with existing law, and potential impacts to human remains would be less than significant.

4.6 GEOLOGY AND SOILS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
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?			X	
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?			X	
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?				X

4. Environmental Analysis

The analysis in this section is based in part on the following:

- *Geotechnical Investigation Proposed Glass Fabrication Building*, Global Geo-Engineering, Inc., June 14, 2017.

A complete copy of the search results is included in Appendix B to this IS/MND

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

No Impact. The project site is not in or next to an Alquist-Priolo Earthquake Fault Zone. The Whittier Fault is the closest known active fault, which is approximately 4.6-miles southwest of the project site, while and the Sierra Madre Fault and the Raymond Fault are located 7.6- and 7.7-miles, respectively, from the project site (Appendix B). Due to the distance of the Whittier Fault to the project site, ground rupture is not considered a significant hazard. Implementation of the proposed project would not expose people or structures to substantial hazards from surface rupture of a known active fault, and no impact would occur.

ii) Strong seismic ground shaking?

Less Than Significant Impact. The project site is in a seismically active region, and strong ground shaking is very likely to occur during the design lifetime of the proposed building. According to the Geotechnical Report, the peak ground acceleration (PGA) at the project site is 0.811g, and the Whittier Fault has the greatest potential for causing earthquake damage related to ground shaking, at the project site (Appendix B).

Project design and construction would comply with seismic safety requirements of the California Building Code (“CBC”), which comprises Part 2 of Title 24 of the California Code of Regulations. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the strength of ground motion with specified probability of occurring at the site. The Geotechnical Report for the proposed project recommends seismic coefficients, for seismic design in accordance with 2015 National Earthquake Hazards Reduction Program (NEHRP) Recommended Seismic Provisions (Appendix B). Impacts would be less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction refers to loose, saturated sand or silt deposits that behave as a liquid and lose their load-supporting capability when strongly shaken. Loose granular soils and silts that are saturated by relatively shallow groundwater are susceptible to liquefaction. A review of the Seismic Hazard Zone Map, Baldwin Park Quadrangle indicates that the project site is located in an area identified as having a potential for soil liquefaction (CGS 1999). The project site has a potential for liquefaction during a seismic event (Appendix B). According to the Geotechnical Report, no groundwater was encountered in boring drilled to 51.5 feet; the historic highest groundwater level within the site area was about 10 feet

4. Environmental Analysis

below ground surface (Appendix B). The Geotechnical Report recommends that the four feet of soils below the foundation bottom should be overexcavated and replaced with a certified fill compacted to 92 percent relative compaction; recommendations for thicker than normal slab thickness, additional reinforcement in the slab and deeper footings to reduce the effects of liquefaction, if any, are also identified in the Geotechnical Report (Appendix B). The City will evaluate the design of the building at the time of building permit issuance to ensure compliance with the geotechnical report recommendations. Impacts would be less than significant.

iv) Landslides?

No Impact. The project site is flat, and there are no slopes on or near the site that could generate a landslide. The project site is not within an earthquake-induced landslide zone (CGS 1999). No impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Project development would involve grading and construction activities that would temporarily leave disturbed soil vulnerable to erosion if effective erosion control measures were not used. Construction of the proposed project would be required to comply with best management practices (BMPs) that reduce or eliminate soil erosion from construction sites. Common means of soil erosion from construction sites include water, wind, and being tracked offsite by vehicles. Compliance with BMPs such as jute bales, covering loads, truck washing areas, and coverings stockpiles of materials, would reduce soil erosion during construction. Paved and building areas, coupled with maintained landscaping, will reduce the potential for erosion during operation of the building. Compliance with BMPs is required by the federal and state Clean Water Act, and, within the City of Industry, is administered by the City. With compliance with existing regulations governing erosion from construction sites, the project would have less than significant impacts on soil erosion, and no mitigation measures are necessary.

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?

Less Than Significant Impact. Project development would not cause substantial hazards related to liquefaction and landslides, as substantiated above in Sections 4.6.a.iii and 4.6.a.iv, respectively. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The topography in the vicinity of the project site is relatively flat. Therefore, the potential for lateral spreading at the project site is considered very low. Compliance with recommendations of the Geotechnical Report for minimizing hazards from liquefaction (see 4.6.iii above) would also minimize hazards from lateral spreading. Impacts would be less than significant.

Subsidence

The major cause of ground subsidence is withdrawal of groundwater. The project site is situated in the San Gabriel Valley. Based on the analysis conducted for the Geotechnical Report, groundwater was not encountered in any borings (Appendix B). The proposed project does not anticipate to dewater the site (Appendix B). Therefore, substantial hazards related to subsidence is not anticipated; impacts would be less than significant.

4. Environmental Analysis

Collapsible Soils

Collapsible soils shrink upon being wetted and/or being subject to a load. According to the Geotechnical Report, the project site is underlain by undocumented fill soils; the foundations would be overexcavated, and all construction would be consistent with the Geotechnical Report, and approved by the City as part of building permit issuance (Appendix B). The Geotechnical Report recommends that subgrade soils below the proposed bottom of the foundations should be overexcavated (Appendix B). The proposed project would comply with recommendations of the Geotechnical Report; impacts would be less than significant.

- 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?**

Less Than Significant Impact. The Geotechnical Report indicated that the surface soils below the proposed building consist of sand, and therefore, the expansion potential is considered to be low (Appendix B). The Geotechnical Report states that the soil expansion potential for subgrade soils should be determined during the final stages of rough grading (Appendix B). Impacts would be less than significant.

- 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?**

No Impact. The proposed project would not use septic tanks or other alternative waste water disposal systems. The proposed project would include installation of a sewer lateral connecting to existing sewer main in surrounding roadways. No impact would occur.

4.7 GREENHOUSE GAS EMISSIONS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as greenhouse gases (“GHGs”), into the atmosphere. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHGs—water vapor, carbon dioxide (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG

4. Environmental Analysis

identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons.^{1, 2}

This section analyzes the project's contribution to global climate change impacts in California through an analysis of project-related GHG emissions. Information on manufacture of cement, steel, and other "life cycle" emissions that would occur as a result of the project are not applicable and are not included in this analysis.³ A background discussion on the GHG regulatory setting and GHG modeling can be found in Appendix A to this Initial Study.

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) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is by definition a cumulative environmental impact.

Implementation of the proposed project would add an approximately 38,411 square foot warehouse building. The proposed warehousing space would generate up to 67 weekday vehicle trips consisting of approximately 54 passenger vehicle trips and 13 truck trips. Furthermore, operation of the warehousing space would result in an increase in water demand, wastewater and solid waste generation, area sources (e.g., consumer cleaning products), and energy usage (i.e., natural gas and electricity). The project emissions along with construction-related emissions are quantified and shown in Table 5, *Project-Related GHG Emissions*. As shown in the table, the proposed project would not result in GHG emissions that would exceed SCAQMD's bright-line significance

¹ Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

² Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of PM emitted from burning fuels. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2017b). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

³ Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses was not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (see Final Statement of Reasons for Regulatory Action, December 2009). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

4. Environmental Analysis

threshold. Therefore, GHG emissions impacts are less than significant and no mitigation measures are necessary.

Table 5 Project-Related GHG Emissions

Source	MTCO ₂ e per Year	Percent of Project Total
Area	<1	<1%
Energy ¹	54	18%
Transportation ²	120	41%
Truck Idling ³	4	1%
Off-Road	53	18%
Solid Waste	49	17%
Water	3	1%
Construction Amortized ⁴	11	4%
Total Emissions	294	100%
SCAQMD Bright Line Threshold	3,000 MTCO ₂ e	NA
Exceeds SCAQMD Bright Line Threshold	NA	NA

Sources: CalEEMod Version 2016.3.2.

Note: Totals may not total to 100 percent due to rounding. NA: not applicable.

¹ Energy use is based on the CalEEMod defaults for a warehouse. Details on the mechanical systems and associated energy demand associated with glass fabrication is unknown; and therefore, calculating energy use associated with glass manufacturing process is considered speculative for this Initial Study.

² Transportation emissions based on truck trip generation ITE Trip Generation Manual, 10th Generation.

³ Represents emissions from idling emissions with the anticipated 13 trucks per day and assumes 15 minutes of idling per truck per CalEEMod methodology. Utilizes EMFAC2017, Version 1.0.2, aggregated idle emission rate for medium duty trucks (MDV), medium-heavy duty trucks (MHDT), and heavy-heavy duty diesel trucks (HHDT) for the buildout year (2020), and assumes 7.5 minutes of idling per trip (15 minutes of idling per truck), which is consistent with the recommendations of SCAQMD.

⁴ Construction emissions/sequestration are amortized over a 30-year period.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact. Applicable plans adopted for the purpose of reducing GHG emissions include the California Air Resources Board's (CARB) Scoping Plan and the Southern California Association of Governments' (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). A consistency analysis with these plans is presented below.

CARB Scoping Plan

CARB's Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020. The CARB Scoping Plan is applicable to state agencies and is not directly applicable to cities/counties and individual projects. Nonetheless, the Scoping Plan has been the primary tool that is used to develop performance-based and efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

Since adoption of the 2008 Scoping Plan, state agencies have adopted programs identified in the plan, and the legislature has passed additional legislation to achieve the GHG reduction targets. Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy

4. Environmental Analysis

(CAFE) standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32. Also, new buildings are required to comply with the 2016 Building Energy Efficiency Standards and 2016 California Green Building Code (CALGreen). CARB recently adopted Final 2017 Climate Change Scoping Plan Update on December 24, 2017 to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030, established by SB 32 (CARB 2017c). While measures in the Scoping Plan apply to state agencies and not the proposed project, the project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, as with the approved project, the proposed project would not obstruct implementation of the CARB Scoping Plan and impacts would be less than significant.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG's 2016-2040 RTP/SCS was adopted April 7, 2016. The RTP/SCS identifies multimodal transportation investments, include bus rapid transit, light rail transit, heavy rail transit, commuter rail, high-speed rail, active transportation strategies (e.g., bike ways and sidewalks), transportation demand management strategies, transportation systems management, highway improvements (interchange improvements, high-occupancy vehicle lanes, high-occupancy toll lanes), arterial improvements, goods movement strategies, aviation and airport ground access improvements, and operations and maintenance to the existing multimodal transportation system.

The RTP/SCS identifies that land use strategies that focus on new housing and job growth in areas served by high quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network. The overarching strategy in the 2016-2040 RTP/SCS is to provide for a plan that allows the southern California region to grow in more compact communities in existing urban areas, provide neighborhoods with efficient and plentiful public transit, abundant and safe opportunities to walk, bike and pursue other forms of active transportation, and preserve more of the region's remaining natural lands (SCAG 2016). The 2016-2040 RTP/SCS contains transportation projects to help more efficiently distribute population, housing, and employment growth, as well as forecasted development that is generally consistent with regional-level general plan data. The projected regional development pattern when integrated with the proposed regional transportation network identified in the RTP/SCS, would reduce per capita vehicular travel-related GHG emissions and achieve the GHG reduction per capita targets for the SCAG region.

The RTP/SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers. The proposed warehousing use would be a permitted use under the General Plan land use designation of Industrial. Thus, the proposed project is consistent with the underlying General Plan land use designation. Therefore, implementation of the proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS and impacts would be less than significant.

4. Environmental Analysis

4.8 HAZARDS AND HAZARDOUS MATERIALS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
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?			X	
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?				X
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?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
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?				X

The analysis in this section is based in part on the following:

- *Phase I and II Environmental Site Assessment Report*, Leymaster Environmental Consulting, LLC., December 22, 2016.

A complete copy of the search results is included in Appendix C to this Initial Study.

- a) **Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?**

Less Than Significant Impact.

4. Environmental Analysis

Construction

The construction of the proposed warehouse building would require fuels, lubricating fluids, solvents, or other substances. The use, transport, storage, and disposal of hazardous materials during the construction phase would comply with existing regulations established by several agencies, including the Department of Toxic Substances Control (DTSC), the EPA, the US Department of Transportation (USDOT), the Occupational Safety & Health Administration (OSHA), and the Los Angeles County Fire Department.⁴

Operation

The proposed building is a warehouse and office intended for manufacturing and warehousing uses. Project operational use would involve the use of cleaning supplies such as soaps and cleansers, and maintenance materials such as paint. Materials would be for use in cleaning and maintenance of the warehouse and the use, transport, and disposal of such materials would be in compliance with the California Environmental Reporting System (CERS). As required by CERS, any business that handles a hazardous material and/or hazardous waste of quantities at any one time during a year equal to, or greater than a total volume of 55 gallons, a total weight of 500 pounds, or 200 cubic feet of a compressed gas is a hazardous materials handler and must report Owner/Operator, Business Activities, Inventory, Site Map, and Emergency Response and Contingency Plan and Employee Training Plan information to the Los Angeles County Health Department. This information is shared with emergency personnel. State and federal laws regulate the handling, storage, and disposal of hazardous materials therefore no mitigation is required. Compliance with all hazardous materials regulations will ensure notification of the storage of hazardous materials, to emergency personnel and ensure that impacts would be less than significant.

- b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Less Than Significant Impact.

A search on the Los Angeles County Department of Public Works CleanLA database revealed that Sealco Air Brakes, Inc. installed three underground storage tanks in 1969 and that the three tanks were removed in 1986; one soil sample collected near the excavation of the tank contained TPH of 2,200 ppm and approximately 80 cubic yards of soil was excavated (Appendix C). Soil samples collected from the stockpile contained low levels of TPH; no VOCs were detected above the reporting limits (Appendix C).

The report titled *Assessment of Clarifier and Former Sump, Abandonment of Clarifier, and Abandonment of Groundwater Monitoring Well* indicated that two soil samples were collected near the clarifier and no VOCs were detected in the samples; however, a soil sample collected two feet below the center of the sump at the time of abandonment in 1987 was below detection limits for VOCs, which were 250 µg/kg (Appendix C). In 1989, a groundwater monitoring well was installed and in 1996, a groundwater sample was analyzed for VOCs and recoverable petroleum hydrocarbons (TRPH), which indicated the levels of TCE and PCE were 24 µg/l and 4.5 µg/l,

⁴ The Los Angeles County Fire Department is the Certified Unified Program Agency (CUPA) for the City of Industry; the Certified Unified Program coordinates and makes consistent enforcement of several state and federal regulations governing hazardous materials.

4. Environmental Analysis

respectively, and the well was abandoned in place, as it was concluded that those concentrations represented background levels found in groundwater of the PVOU of the San Gabriel Basin Superfund site (Appendix C).

In 2016, a soil vapor survey was completed throughout the project site and the results confirmed the presence of PCE at low concentrations, which do not indicate a significant source on the project site (Appendix C). A screening level completed on the analytical data indicates that there is not human health risk associated with the soil vapors beneath the site (Appendix C).

Hazardous Materials to be Used in Project Construction and Operation

City of Industry and Los Angeles Fire Department regulations require that prospective building occupants maintain equipment and supplies for containing and cleaning up minor spills of hazardous materials; train staff on such containment and cleanup; and notify appropriate emergency response agencies immediately in the event of a hazardous materials release of greater quantity and/or hazard than onsite staff can safely stop, contain, and clean up. Impacts would be less than significant and no mitigation is required.

- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

Less Than Significant Impact. There are no schools within 0.25 mile of the project site. Therefore, hazardous emissions would not pose health hazards to persons at a school. There would be no impacts.

- 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?**

Less Than Significant Impact.

Existing Hazardous Materials Onsite

The project site is within the San Gabriel Valley Groundwater Basin, portions of which have been included on the National Priority List, and the Puente Valley Operable Unit (PVOU) (Appendix C). Portions of the PVOU have been impacted with volatile organic compounds, such as tetrachloroethene and trichloroethene, which were historically used by commercial and industrial facilities in the area (Appendix C). The project site has not been identified by the Regional Water Quality Control Board as a potentially responsible party for the regional groundwater contamination (Appendix C).

The project site is listed in the following databases searched by the EDR, where there was no substantive information provided that would indicate a significant environmental threat to the project site:

- HAZNET
- LACHMS
- HIST UST
- SWEEPS
- LUST
- RGA LUST
- CA WIP

4. Environmental Analysis

- NPDES
- EMI
- EDR Historical Auto Stations (Appendix C).

In 2016, LEC conducted a soil vapor subsurface investigation which found relatively low concentrations of PCE reported on the project site, which do not indicate a significant source of VOCs (Appendix C). The Phase I report indicated that no environmental concerns exist, as a result of the sites listed in the EDR Report and supplemental agency review attached to the report, due to either the distance from the project site, the absence of violations, or responsible parties have been notified for the environmental concern (Appendix C).

According to the EnviroStor and GeoTracker databases, the project site was mapped as a GeoTracker LUST Cleanup site (EnviroStor 2018, GeoTracker 2015). Gasoline was identified as a potential contaminant of concern on the project site, when Sealco Air Brakes occupied the site (EnviroStor 2018, GeoTracker 2015). The cleanup status of the site is completed, and the case was closed as of May 4, 2005 (EnviroStor 2018, GeoTracker 2015). The cleanup oversight agencies included Los Angeles County and Los Angeles County RWQCB (Region 4) (EnviroStor 2018, GeoTracker 2015).

Moreover, the Phase I report revealed evidence of historical environmental conditions (HECs); however, several subsurface investigations indicate that the proposed project has not been significantly impacted, and that there is no risk concern to human health (LEC 2018). No further investigation is recommended at this time (Appendix C). Therefore, impacts would be less than significant.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles or a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The project site is not in an airport land use plan, and the nearest public use airport to the site is San Gabriel Valley Airport in the City of El Monte 4.3-miles to the northwest (Airnav 2018) Project development would not cause hazards related to aircraft flying to or from a public-use airport, and no impact would occur.

- 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?**

No Impact. The closest heliport to the project site, Haddicks Heliport, is approximately 2-miles southeast (Airnav 2018). Use of the heliport would adhere to all local and federal regulations, and implementation of the proposed project is similar in building height to the existing industrial buildings in the area and will not require the use of cranes of sufficient height to pose a hazard to aviation. Therefore, the project would not create a safety hazard for those residing or working in the project area. No impact would occur.

4. Environmental Analysis

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The emergency response plan in effect in Los Angeles County is the Los Angeles County Operational Area Emergency Response Plan (OAERP) maintained by the County Office of Emergency Management and approved by the County Board of Supervisors in 2012. Project construction and operation of the project as a warehouse would not block access to the project site or to surrounding properties, and would not impede the evacuation program. Notification of emergency personnel of impending blockages, detour signs, and a construction plan for traffic would ensure that there would be no impact in the case of emergency evacuation. Project development would not interfere with implementation of the OAERP, and no impact would occur.

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?

No Impact. The project site is not located in a Very High Fire Hazard Severity Zone according to the California Department of Forestry and Fire Prevention (CAL FIRE 2011). Project development would not expose people or structures to substantial wildfire hazards, therefore no impact would occur.

4.9 HYDROLOGY AND WATER QUALITY

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
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)?			X	
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 a substantial erosion or siltation on- or off-site			X	
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?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
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?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

a) Violate any water quality standards or waste discharge requirements?

Less Than Significant Impact.

Construction

As part of Section 402 of the Clean Water Act, the U.S. Environmental Protection Agency has established regulations under the National Pollution Discharge Elimination System (“NPDES”) program to control direct stormwater discharges. The NPDES program regulates industrial pollutant discharges, which include construction activities. In California, the State Water Resources Control Board (“SWRCB”) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. In the Los Angeles metropolitan area, where the City is located, the SWRCB is the permitting authority, while the Los Angeles Regional Water Quality Control Board (“RWQCB”) provides local oversight and permit enforcement. The project applicant would also be required to adhere to applicable provisions outlined in Chapter 13.16 (Storm Water and Urban Runoff Pollution Control) of the City’s Municipal Code. For example, Section 13.16.080 (Requirements for industrial/commercial and construction activities) contains construction activity stormwater requirements to preserve water quality and prevent erosion in the City.

Requirements for waste discharges potentially affecting stormwater from construction sites of one acre or more are set forth in the SWRCB’s Construction General Permit, Order No. 2012-0006-DWQ, issued in 2012. The site is 2.08 acres and, therefore, project construction would be subject to requirements of the Construction General Permit. Projects obtain coverage under the Construction General Permit by filing a Notice of Intent with the SWRCB prior to grading activities, and preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) during construction. The primary objective of the SWPPP is to identify, construct, implement, and maintain best management practices (BMPs) to reduce or eliminate pollutants in stormwater discharges and authorized non-stormwater discharges from the construction site. Categories of BMPs typically used in SWPPPs are described in Table 6 below. Implementation and monitoring required under the SWPPP would control and reduce short-term intermittent impacts to water quality from construction activities to less than significant levels.

4. Environmental Analysis

Table 6 Construction BMPs

Category	Purpose	Examples
Erosion Controls and Wind Erosion Controls	Cover and/or bind soil surface, to prevent soil particles from being detached and transported by water or wind	Mulch, geotextiles, mats, hydroseeding, earth dikes, swales
Sediment Controls	Filter out soil particles that have been detached and transported in water.	Barriers such as straw bales, sandbags, fiber rolls, and gravel bag berms; desilting basin; cleaning measures such as street sweeping
Tracking Controls	Minimize the tracking of soil offsite by vehicles	Stabilized construction roadways and construction entrances/exits; entrance/outlet tire wash.
Non-Storm Water Management Controls	Prohibit discharge of materials other than stormwater, such as discharges from the cleaning, maintenance, and fueling of vehicles and equipment. Conduct various construction operations, including paving, grinding, and concrete curing and finishing, in ways that minimize non-stormwater discharges and contamination of any such discharges.	BMPs specifying methods for: paving and grinding operations; cleaning, fueling, and maintenance of vehicles and equipment; concrete curing; concrete finishing.
Waste Management and Controls (i.e., good housekeeping practices)	Management of materials and wastes to avoid contamination of stormwater.	Spill prevention and control, stockpile management, and management of solid wastes and hazardous wastes.

Operation

The primary constituents of concern during the project operational phase would be solids, oils, and greases from parking areas, driveways, and truck loading bays that could be carried off-site. Project design features would address the anticipated and expected pollutants of concern during the project's operational phase. On-site landscaping, which comprises approximately 12.3 percent of the total project site, would assist in minimizing the amount of runoff from the site by providing permeable areas for water infiltration and decreasing runoff volume. Infiltration through landscaped areas would also serve a water treatment function. The project would include features such as curbs, gutters, vegetated swales, and catch basins, including catch basins each truck loading bay. (See Figure 5, Site Plan) The project would also include source control BMPs to properly manage stormwater flow and prevent stormwater pollution by reducing the potential for contamination at the source.

Requirements for waste discharges potentially affecting stormwater from project operations are set forth in Chapter 13.16 (Standard Urban Stormwater Mitigation Plan Implementation) of the City of Industry Municipal Code. Standard Urban Stormwater Mitigation Plan (SUSMP) requirements include minimizing stormwater pollutants and limiting peak post-project stormwater runoff rates to no greater than predevelopment rates where increased runoff could increase downstream erosion.

Municipal Code Chapter 13.16 applies to new development equal to one acre or greater of disturbed area and adding more than ten thousand square feet of impervious surface area (City of Industry Municipal Code, Section 13.16.070A.1). As part of the permitting process, such facilities are required to comply with stormwater BMPs listed in the SUSMP or the "BMP Guidebook" prepared or recommended by the City Engineer. BMPs designed to protect against impacts to water quality would be incorporated in a project-specific SUSMP that is submitted to the City of Industry staff for review and approval as part of the Development Plan review process.

4. Environmental Analysis

The approved BMPs would be incorporated in the project grading and site plans; detail drawings and notes would provide specifications regarding size, capacity, and materials of construction.

In general projects must control pollutants, pollutant loads, and runoff volume from the project site by minimizing the impervious surface area and controlling runoff through infiltration, bioretention, or rainfall harvest and use. Projects must incorporate BMPs in accordance with the requirements of the municipal NPDES permit. The project would comply with water quality standards, and impacts would be less than significant.

- 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)?**

Less Than Significant Impact. The project site is over the Main San Gabriel Valley Groundwater Basin (“Basin”). The site is not used for intentional groundwater recharge therefore development would not substantially interfere with groundwater recharge. The City of Industry Waterworks System (“IWS”) would provide water to the proposed buildings. IWS obtains its water supplies from the La Puente Valley County Water District (“LPVCWD”), the San Gabriel Valley Water Company (“SGVWC”), and City of Industry Well No. 5. SGVWC and LPVCWD water supplies each consist of groundwater from the Basin; and recycled water for nonpotable uses. The SGVWC projects that it will have adequate water supplies to meet water demands in its service area through 2035 (Stetson 2011). Groundwater levels in the Basin are maintained by the Main San Gabriel Basin Watermaster. Published historic high groundwater at this site is approximately 10 feet below ground surface (Appendix B). Groundwater was not encountered in any borings drilled to 51.5 feet (Appendix B). Because the proposed project would be connected to a potable water system, would not install any wells, and is not located on groundwater recharge site, impacts to groundwater would be less than significant.

- 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 a substantial erosion or siltation on- or off-site.**

Less Than Significant Impact. The topography of the project site is flat, and onsite modifications would not alter drainage patterns. Existing storm drainage onsite is via surface flow. There are storm drains on Milbury Avenue north of the project site, and on Nelson Avenue East near the intersections of Nelson Avenue East and Vineland Avenue, and Nelson Avenue East and Puente Avenue. At project completion the entire site would be developed with impervious areas and landscaping, and in post-project conditions the project would not generate substantial erosion. As discussed in 4.9.a, vegetated swales would be incorporated along the perimeter of the site as temporary catch basins to allow water to flow to storm drains in compliance with approved runoff rates, and new curbs, gutters and culverts would be installed. During project construction the project would implement BMPs to minimize erosion, as described above in the City’s Code Low Impact Development requirements presented in Section 4.9.a. Impacts would be less than significant.

4. Environmental Analysis

- 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?**

Less Than Significant Impact. The project would install underground storm drains connecting to existing storm drains in surrounding roadways; at project completion drainage in the project region would flow in the same direction as it currently does. As discussed in Section 4.9.a, The City's Code, Section 13.16, requires that projects of this size limit post-project runoff rates to no greater than pre-project rates (Industry 2016). Additionally, vegetated swales, new curbs, gutters and culverts beneath walkways would be installed to manage runoff. Project drainage improvements would comply with Section 13.16 of the City's Municipal Code; thus, project development would not cause flooding on- or off-site and impacts would be less than significant.

- e) **Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**

Less Than Significant Impact. As required by the City's Municipal Code in Chapter 13.16.070.C.4.b, the project would be required to retain on-site stormwater runoff to either the first 0.75 inch of a 24-hour rain event, or the 85th percentile of a 24-hour rain event. Vegetated swales would be incorporated along the perimeter of the site as temporary catch basins to allow percolation of water and divert water to storm drains in compliance with approved runoff rates. Culverts would be installed connecting to existing storm drains in surrounding roadways to limit the post-project runoff discharge rate to no greater than the pre-project rate. Therefore, project development would not exceed the capacity of existing storm drains in roadways near the project, and impacts would be less than significant.

- f) **Otherwise substantially degrade water quality?**

Less Than Significant Impact. The proposed project would comply with water quality requirements set forth in the Statewide General Construction Permit and in the Standard Urban Stormwater Management Plan Manual, as substantiated above in Section 4.9.a. Impacts would be less than significant.

- 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?**

No Impact. The proposed project does not involve the construction of housing onsite. According to the City of Industry General Plan, the project site is located in Flood Hazard Zone X, indicating that it is outside of 100-year and 500-year floodplains (Industry 2014a). No impact would occur.

- h) **Place within a 100-year flood hazard area structures which would impede or redirect flood flows?**

No Impact. The project is outside of 100-year and 500-year flood zones, and no impact would occur.

- 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?**

Less Than Significant Impact. The closest water body to the project site, Avocado Creek, which is channelized within a concrete trough, is approximately 0.3-mile south of the project site. There are no dams in the immediate project vicinity, although there are dams in the region that could potentially create flooding

4. Environmental Analysis

impacts. Thirteen dams in the greater Los Angeles area moved or cracked during the 1994 Northridge earthquake. However, none were severely damaged. This low damage level was due in part to completion of the retrofitting of dams and reservoirs pursuant to the 1972 State Dam Safety Act. Nearby dams include the Puddingstone Reservoir Dam, approximately 10.7-miles northeast of the project site (DPW 2018). The Puddingstone Dam Inundation Area map indicates that the project site is not in the inundation zone of the dam. Impacts would be less than significant.

j) Inundation by seiche, tsunami, or mudflow?

No Impact.

Seiche

A seiche is a surface wave created when a body of water is shaken, usually by earthquake activity. Seiches are of concern relative to water storage facilities because inundation from a seiche can occur if the wave overflows a containment wall, such as the wall of a reservoir, water storage tank, dam or other artificial body of water. There are no large water tanks in the area that could impact the proposed project site. No impact would occur.

Tsunami

A tsunami is a sea wave caused by a sudden displacement of the ocean floor, most often due to earthquakes. The project site is approximately 22-miles inland from the Pacific Ocean and at an elevation of approximately 285 feet above mean sea level; therefore, there is no tsunami flood risk at the site. No impact would occur.

Mudflow

A mudflow is a landslide composed of saturated rock debris and soil with a consistency of wet cement. There are no slopes on or near the site that could generate a mudflow, and no impact would occur.

4.10 LAND USE AND PLANNING

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
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?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

4. Environmental Analysis

a) Physically divide an established community?

No Impact. The project site and surrounding area are fully developed with urban land uses, primarily industrial uses and residences. The project site does not contain residential uses, and implementation of the proposed project would not impede access by residents in the surrounding area, nor divide an established community. Therefore, no impact would occur.

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?

No Impact. The proposed warehouse use is permitted under both the Employment General Plan land use designation and the Industrial zoning designation. As a proposed warehouse and office space, the proposed project would not conflict with land use regulations, therefore no impact would occur.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. The project site is not in the plan area of a Habitat Conservation Plan or Natural Community Conservation Plan (CDFW 2017). Therefore, no impact would occur.

4.11 MINERAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
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?				X

a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

No Impact. There are four mineral resource zones (MRZ) classify sand, gravel, and crushed rock resources:

- **MRZ-1.** Adequate information indicates that no significant mineral deposits are present or likely to be present.
- **MRZ-2.** Adequate information indicates that significant mineral deposits are present or there is a high likelihood for their presence, and development should be controlled.
- **MRZ-3.** The significance of mineral deposits cannot be determined from the available data.

4. Environmental Analysis

- **MRZ-4.** There is insufficient data to assign any other MRZ designation.

The project site is located in MRZ-3 (CDC 1982). The project site was previously developed, and there are no oil fields on the project site (CDC 2018). Project development would not cause a loss of availability of a known mineral resource, therefore no impact would occur.

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?

No Impact. No mining sites are designated in the City of Industry General Plan (Industry 2014a). The project site has a land use designation of Employment, which does not support mining uses (Industry 2014a). Therefore, development of the proposed project would not cause a loss of availability of a mining site. No impact would occur.

4.12 NOISE

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. NOISE. 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?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
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?				X
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?				X

Fundamentals of noise and vibration and project-specific technical information (including existing regulations, and calculation worksheets for construction noise and vibration) can be found in Appendix D of this Initial Study.

Noise is defined as sounds that are loud, unpleasant, unexpected, or otherwise undesirable. Excessive noise is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, the federal

4. Environmental Analysis

government, State, and County have established criteria to protect public health and safety and to prevent the disruption of certain human activities.

Existing Noise Environment

The project site is in a predominantly residential and industrial area. The noise environment surrounding the proposed project site is influenced primarily by roadway traffic and industrial activities. The City includes a Noise and Land Use Compatibility section in its General Plan (Industry 2014a). This section provides a future noise contour map for the city. The noise contour map shows the proposed project area exposed to noise levels between 60 and 65 dBA CNEL.

Sensitive Receptors

Certain land uses are particularly sensitive to noise and vibration. These uses include residences, schools, hospital facilities, houses of worship, and open space/recreation areas where quiet environments are necessary for the enjoyment, public health, and safety of the community. The proposed project site is surrounded by industrial and residential uses. East, west, and south of the project site are industrial uses, such as other warehouses. The closest residences are north the project site across Nelson Avenue, approximately 55 feet from the project site property line. These residences are located in Bassett, an unincorporated area of Los Angeles County Industrial and warehouse uses adjacent to and near the project site are not particularly noise- and vibration-sensitive uses.

Impact Analysis

The generation of noise and vibration associated with the proposed project would occur over the short-term for construction activities and during long-term operation of the project. Both short-term and long-term noise and vibration impacts associated with the project are examined in the following analysis.

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?**

Less than Significant Impact.

Applicable Standards

The pertinent regulations regarding noise and vibration are discussed below.

State Regulations

The State of California regulates freeway noise, sets standards for sound transmission, provides occupational noise control criteria, identifies noise standards, and provides guidance for local land use compatibility. State law requires that each county and city adopt a general plan that includes a noise element which is to be prepared according to guidelines adopted by the Governor's Office of Planning and Research. The purpose of the noise element is to "limit the exposure of the community to excessive noise levels."

4. Environmental Analysis

City of Industry Standards

City of Industry Noise Standards

The City includes Noise and Land Use Compatibility in the Safety Element of its General Plan. The proposed project would consist of industrial uses and would be subject to City Safety Element Policies S6-2 and S6-3, which state that noise and vibration impacts must be addressed through enforcement of the noise ordinance, project and environmental review, and compliance with state and federal standards. Policy S6-3 directs the City to “consider the noise levels likely to be produced by any new businesses or substantially expanded business activities locating near existing noise-sensitive uses such as schools, community facilities, and residences, as well as adjacent to established businesses involving vibration-sensitive activities.”

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the City of Industry addresses public nuisances under Chapter 1.30, *Public Nuisance*, of the City’s Municipal Code. The City of Industry has not adopted long-term noise and vibration criteria for land use compatibility consideration, but uses the County of Los Angeles noise ordinance for environmental noise assessments. The same would apply for the closest residences, which are located in Bassett, an unincorporated area of Los Angeles County. For the purpose of CEQA analysis for projects in the City, the noise standards in the County’s noise ordinance are used as significance thresholds and are summarized below.

City of Industry Vibration Standards

The City does not have regulatory standards for construction or operational vibration sources. To evaluate project impacts for CEQA analyses, the City relies on the Los Angeles County Municipal Code, summarized below, to address vibration impacts from the operation of equipment to adjacent uses.

County of Los Angeles Code

The County of Los Angeles regulates noise through the County Code, Title 12, Chapter 12.08, *Noise Control*. The county restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time.

County Exterior Noise Standards

The County applies the noise standards summarized in Table 7 to non-transportation stationary sources. These standards do not gauge the compatibility of developments in the noise environment, but provide restrictions on the amount and duration of noise generated at a property, as measured at the property line of the noise receptor. The County’s noise ordinance is designed to protect people from objectionable non-transportation noise sources. The noise standards in Table 7 apply to all properties within a designated noise zone unless otherwise indicated.

Table 7 County of Los Angeles Exterior Noise Standards

Noise Zone	Time Period	Maximum Permissible Noise Level (dBA) ^{1,2}				
		Standard 1 (L ₅₀)	Standard 2 (L ₂₅)	Standard 3 (L ₈)	Standard 4 (L ₂)	Standard 5 (L _{max})

4. Environmental Analysis

Noise-Sensitive Area	Anytime	45	50	55	60	65
Residential Properties	10 PM to 7 AM	45	50	55	60	65
	7 AM to 10 PM	50	55	60	65	70
Commercial Properties	10 PM to 7 AM	55	60	65	70	75
	7 AM to 10 PM	60	65	70	75	80
Industrial Properties	Anytime	70	75	80	85	90

Source: County of Los Angeles Municipal Code, Section 12.08.390.

- ¹ According to Section 12.08.390, if the ambient noise levels exceed the exterior noise standards above, then the ambient noise level becomes the noise standard. If the source of noise emits a pure tone or impulsive noise, the exterior noise levels limits shall be reduced by five decibels.
- ² If the measurement location is on a boundary property between two different zones, the noise limit shall be the arithmetic mean of the maximum permissible noise level limits of the subject zones; except as provided for above, when an intruding noise source originates on an industrial property and is impacting another noise zone, the applicable exterior noise level shall be the daytime exterior noise level for the subject receptor property.

Standard No. 1 shall be the exterior noise level which may not be exceeded for a cumulative period of more than 30 minutes in any hour. Standard No. 1 shall be the applicable L_{50} noise level shown above; or, if the ambient L_{50} exceeds the foregoing level, then the ambient L_{50} becomes the exterior noise level for Standard No. 1.

Standard No. 2 shall be the exterior noise level which may not be exceeded for a cumulative period of more than 15 minutes in any hour. Standard No. 2 shall be the applicable L_{50} noise level shown above plus 5 dB; or, if the ambient L_{25} exceeds the foregoing level, then the ambient L_{25} becomes the exterior noise level for Standard No. 2.

Standard No. 3 shall be the exterior noise level which may not be exceeded for a cumulative period of more than five minutes in any hour. Standard No. 3 shall be the applicable L_{50} noise level shown above plus 10 dB; or, if the ambient L_8 exceeds the foregoing level, then the ambient L_8 becomes exterior noise level for Standard No. 3.

Standard No. 4 shall be the exterior noise level which may not be exceeded for a cumulative period of more than one minute in any hour. Standard No. 4 shall be the applicable L_{50} noise level shown above plus 15 dB; or, if the ambient L_2 exceeds the foregoing level, then the ambient L_2 becomes the exterior noise level for Standard No. 4.

Standard No. 5 shall be the exterior noise level which may not be exceeded for any period of time. Standard No. 5 shall be the applicable L_{50} noise level shown above plus 20 dB; or, if the ambient L_0 exceeds the foregoing level then the ambient L_{max} becomes the exterior noise level for Standard No. 5.

County Construction Noise Standards

The county prohibits the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7:00 PM and 7:00 AM, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line,

4. Environmental Analysis

except for emergency work of public service utilities or by variance. The County sets maximum noise levels not to exceed the following maximum noise levels from “mobile equipment” (non-scheduled, intermittent, short-term operations for less than 10 days), which would not apply to the proposed project since the project would take more than 10 days to construct. Maximum noise levels from stationary construction equipment (repetitively scheduled and relatively long-term operations of 10 days or more) are summarized in Table 8, *County of Los Angeles Stationary Construction Equipment Noise Limits*.

Table 8 County of Los Angeles Stationary Construction Equipment Noise Limits

Time Period	Single-Family Residential	Multifamily Residential	Semiresidential/ Commercial
Daily, except Sundays and legal holidays, 7 AM to 8 PM	60 dBA	65 dBA	70 dBA
Daily, 8 PM to 7 AM and all day Sunday and legal holidays	50 dBA	55 dBA	60 dBA

Source: County of Los Angeles Municipal Code, Section 12.08.440. For repetitively scheduled and relatively long-term operations of 10 days or more.

All mobile and stationary internal combustion powered equipment or machinery shall be equipped with suitable exhaust and air intake silences in proper working order.

County Vibration Standards

The County of Los Angeles Code, Section 12.08.560, prohibits the operation of any device that creates vibration that is above 0.01 inches/second (in/sec) at or beyond the property boundary of the source, if on private property, or at 150 feet from the source, if on a public space or public right-of-way. This criterion is equivalent to 80 VdB (root-mean-square vibration decibel level).

Project Mechanical Equipment

Operation of the project could include use of rooftop heating, ventilation, and air conditioning systems. Such equipment would typically generate noise levels ranging up to 67 dBA at a distance of 25 feet, which not exceed the L50 noise standard of 70 dBA for the adjacent industrial uses. Noise generated by mechanical systems to be installed at the proposed project site is expected to be similar to the mechanical equipment noise that is currently generated by existing industrial uses in the project area. Noise from project mechanical equipment would attenuate to 57 dBA at 75. The noise standard applicable is 55 dBA or less because the measurement location is on a boundary property between two different zones and if the source of noise emits a pure tone or impulsive noise, the exterior noise levels limits shall be reduced by five decibels.

Mitigation Measure NOISE – 1: If the rooftop HVAC mechanical equipment’s final design is based within 100 feet of the nearest residence or the project shall include a parapet of at least 4 feet in height which would provide a sound attenuation of approximately 5 dB.

Loading Bay Operations

4. Environmental Analysis

Loading and unloading between the hours of 10:00 PM and 6:00 AM in such a manner as to cause noise disturbance is prohibited per Section 12.08.460 of the Municipal Code. As discussed in the Project Description, the project would prohibit loading and unloading activities during these sensitive nighttime hours. Noise measurements taken for a variety of similar projects (e.g., Home Depot loading bays, Consolidated Volume Transport truck scales, and Macy’s truck transfer yard) have demonstrated that the noise produced by loading and unloading semi-trucks is typically on the order of 70 to 73 dBA L_{eq} as measured at a distance of 50 feet. The primary noise descriptor in the County ordinances are in terms of several L_n noise level metrics (i.e., L_{50} , L_{25} , L_8 , L_2 , and L_0), not the L_{eq} metric. Therefore, for the purposes of this analysis, the following relationships shown in Table 9 between measured noise level metrics⁵ will be used to evaluate compliance with County ordinances. (PlaceWorks, 2012):

- $L_{50} \approx L_{eq} - 3$ dB
- $L_{25} \approx L_{eq}$
- $L_8 \approx L_{eq} + 3$ dB
- $L_2 \approx L_{eq} + 7$ dB
- $L_{max} \approx L_{eq} + 10$ dB

Table 10 Source Noise Levels for Dock Operations at Nearest Residences at 50 feet Plus Acoustical Shielding

Therefore, the following noise levels (as measured at a distance of 50 feet from the activity) are used in this impact assessment.

Table 9 Source Noise Levels for Complete Trucking Operations at Reference Distance of 50 feet¹

L_{eq} ²	L_{50} ²	L_{25} ²	L_8	L_2	L_{max}
73 dBA	70 dBA	73 dBA	76 dBA	80 dBA	83 dBA

¹ Includes truck approach, maneuvering, backing, warning beeps, trailer coupling/de-coupling, idling, air brake discharge, and pull-away.

² Greyed entry for L_{eq} is not applicable to the County standards. This information is shown for completeness only.

Source: Caltrans, 2013 and PlaceWorks 2012 (measurements of truck operations for Parriott/Macy’s Truck Yard Project).

The distance from the proposed truck loading area to the nearest residences is approximately 445 feet. Loading operations are proposed on the south end of the project site where the proposed building will act as a barrier and provide up to 10 dB of reduction through acoustical shielding. Noise levels from project truck loading dock activity would not exceed the Exterior Noise Standards shown in Table 7. It should be noted that the surrounding properties are not particularly noise-sensitive and are already exposed to these types of industrial warehouse noise from their own or other nearby operations. Noise from truck maneuvering and loading would not cause substantial noise increases and would not interfere with the operation of these nearby uses.

⁵ Noise level relationships established via reference measurements for a proposed trucking operation project in the City of Industry Data taken on 8/23/12 for Parriott/Macy’s Trucking Project; PlaceWorks project IND-07.102.

4. Environmental Analysis

Table 10 Source Noise Levels for Complete Trucking Operations – Acoustical Shielding

<i>Level Metric</i>	<i>At 50 feet with no shielding</i>	<i>At 50 feet with shielding</i>
<i>L_{eq}²</i>	54 dBA	44 dBA
<i>L₅₀²</i>	51 dBA	41 dBA
<i>L₂₅²</i>	54 dBA	44 dBA
<i>L₈</i>	57 dBA	47 dBA
<i>L₂</i>	61 dBA	51 dBA
<i>L_{max}</i>	64 dBA	54 dBA

¹ Includes truck approach, maneuvering, backing, warning beeps, trailer coupling/de-coupling, idling, air brake discharge, and pull-away.

² Greyed entry for Leq is not applicable to the County standards. This information is shown for completeness only.

Source: Caltrans, 2013 and PlaceWorks 2012 (measurements of truck operations for Parriott/Macy's Truck Yard Project).

In summary, noise levels from trucking activities near or in the loading bays of the proposed project and mechanical stationary equipment would not exceed the noise level standards for noise-sensitive receptors and would not disrupt operations at the adjacent industrial properties. Thus, operational impacts would be less than significant and no mitigation measures are necessary.

Construction Activities

Two types of short-term noise impacts could occur during construction: (1) noise from transport of workers, material deliveries, and hauling and; (2) noise from use of on-site construction equipment.

Construction Vehicles

The transport of workers and materials to and from the construction site would incrementally increase noise levels along site access roadways. Individual construction vehicle pass-bys may create momentary noise levels of up to approximately 85 dBA (*L_{max}*) at 50 feet from the vehicle, but these occurrences would generally be infrequent and short lived. Therefore, noise impacts from construction vehicles would be less than significant.

Construction Equipment

The second type of construction noise is from on-site construction activities. Noise generated by onsite construction equipment is based on the type of equipment used, its location relative to sensitive receptors, and the timing and duration of noise-generating activities. Each stage of construction involves different kinds of equipment and has distinct noise characteristics. Noise levels from construction activities are typically dominated by the loudest several pieces of equipment. The dominant equipment noise source is typically the engine, although work-piece noise (such as dropping of materials) can also be noticeable.

Heavy equipment, such as a dozer or a loader, can have maximum, short-duration noise levels in excess of 80 to 85 dBA at 50 feet. However, overall noise emissions vary considerably, depending on what specific activity is being performed at any given moment. Noise attenuation due to distance, the number and type of equipment, and the load and power requirements to accomplish tasks at each construction phase would result in different noise levels from construction activities at a given receptor. Since noise from construction equipment is intermittent and diminishes at a rate of at least 6 dB per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and/or shielding/scattering effects), the average noise

4. Environmental Analysis

levels at noise-sensitive receptors could vary considerably, because construction equipment would move around the site with different loads and power requirements.

Noise levels from project-related construction activities were calculated from the simultaneous use of all applicable construction equipment at spatially averaged distances (i.e., from the acoustical center of the general construction site) to the property line of the nearest receptors. Although construction may occur across the entire phase area, the area around the center of construction activities best represents the potential average construction-related noise levels at the nearest sensitive receptors. The project is anticipated to have five construction stages that will generate noise levels of between 57-70 dBA. The fourth stage, asphalt paving, is anticipated to generate 70 dBA and is expected to last a 13 day period, where only 10 days out of the 13 day will be actively using paving equipment. At the nearest residences (for which the County has allowable standards for semi-residential areas shown in Table 8) located approximately 325 feet away across Nelson Avenue from the project site, the County standard of 70 dBA would not be exceeded. On-site construction activities would comply with the noise ordinance hours of 7:00 AM to 7:00 PM and would ensure that all internal combustion equipment and machinery is equipped with suitable exhaust and air intake silences in proper working order. This would be a less than significant impact.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact.

Operational Activities

Operation of the proposed project would not generate substantial levels of vibration because there are no notable sources of vibrational energy associated with the project, such as rail, subways or heavy mechanical equipment. Thus, operation of the proposed project would not result in significant groundborne vibration impacts.

Construction Activities

The project would construct a warehouse building on a currently vacant lot. Construction activities can generate ground vibration that varies depending on the construction procedures, equipment used, and proximity to vibration-sensitive uses. Construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance.

Development of the proposed project is expected to use construction equipment such as graders, tractors, and loaders/backhoes, forklifts, a crane, excavators, rollers, and paving equipment. However, the use of high-vibration equipment such as pile drivers is not anticipated.

Architectural Damage

The Federal Transit Administration (“FTA”) provides criteria for acceptable levels of groundborne vibration for various types of special buildings that are sensitive to vibration. In the absence of local thresholds for potential architectural damage to buildings, the FTA criteria are used in this analysis.

4. Environmental Analysis

Structures amplify groundborne vibration, and wood-frame buildings, such as typical residences or historical structures, are more affected by ground vibration than heavier concrete buildings. The FTA damage criterion for concrete structures, such as those adjacent to the project site, is a peak particle velocity (PPV) of 0.5 in/sec. Equipment proposed to construct the project could produce vibration levels of up to 0.21 in/sec PPV in the case of vibratory rollers (FTA 2018). This would not exceed the potential damage criterion of 0.5 in/sec PPV at the adjacent warehouses.

Potential Vibration Annoyance

County vibration standards prohibit vibration that is above 0.01 in/sec. This criterion is equivalent to 80 VdB (root-mean-square vibration decibel level). VdB is typically used to assess potential annoyance from vibration, whereas PPV is typically used to assess potential architectural damage. Vibratory rollers are proposed for use during the paving stage of the construction. The nearest vibration-sensitive receptors (residences) are approximately 75 feet from where any rollers could be used on the project site. At this distance or greater, vibration levels would be 80 VdB or less at the nearest residences, which would not exceed the Los Angeles County vibration standard.

Potential architectural-damage and annoyance vibration impacts from construction would be less than significant and no mitigation measures are necessary.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact.

Long-term traffic impacts could be significant if the project creates activity or generates a volume of traffic that would substantially raise the ambient noise levels. A substantial increase in ambient noise is defined as 3 dB CNEL, since, outside of laboratory conditions, a noise increase of 3 dB would be considered potentially perceptible.

Traffic Noise

As presented in Impact Item (a) above, project-generated operational noise from stationary noise sources (i.e. mechanical systems) will not result in a substantial permanent increase in ambient noise levels.

With respect to projected-related increases, noise impacts can be broken down into three categories. The first is “audible” impacts, which refer to increases in noise level that are perceptible to humans. Audible increases in general community noise levels generally refer to a change of 3 dB or more since this level has been found to be the threshold of perceptibility in exterior environments. The second category, “potentially audible” impacts, refers to a change in noise level between 1 and 3 dB. The last category includes changes in noise level of less than 1 dB that are typically “inaudible” to the human ear except under quiet conditions in controlled environments. Only “audible” changes in noise levels at sensitive receptor locations (i.e., 3 dB or more) are considered potentially significant. Note that a doubling of traffic flows (i.e., 10,000 vehicles per day to 20,000 per day) would be needed to create a 3 dB increase in traffic-generated noise levels. An increase of 3 dB is often used as a threshold for a substantial increase.

4. Environmental Analysis

Operation of the proposed project would cause minor increases in traffic along local roadways. The project would generate minimal noise associated with additional vehicles traveling to and from the project site. Per the traffic impact analysis, the project is estimated to generate seven AM peak hour trips and eleven PCE AM peak hour trips.

Existing AM peak hour trips on nearby local roadways were obtained from the Los Angeles County Public Works traffic counts database (see Table 12). Existing AM peak hour traffic trips on Puente Avenue northbound and southbound combined are 1,763. Nelson Avenue, west of Willow Avenue has 341 AM peak hour trips. Vineland Avenue northbound and southbound segments combined are 667 AM peak hour trips. In comparison to existing traffic flows at the roads in the vicinity of the project, the project increase in traffic of eleven PCE AM trips would be negligible. Therefore, traffic noise increases would be less than significant and no mitigation measures are necessary.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact. As presented in Impact 4.12.a above, project-generated construction noise would be less than significant with adherence to the requirements of the County Code. Thus, no mitigation measures are necessary.

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?

No Impact. The project site is not located within an area covered by an airport land use plan or within 2 miles of a public airport or public-use airport. Therefore, the proposed project would not expose people to excessive noise levels, impacts due to public aircraft facilities would be less than significant, and no mitigation measures are necessary.

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?

Less than Significant Impact. The closest heliport to the project site, Haddicks Heliport, is approximately 2-miles southeast (Ainnav 2018). Helicopter take-offs and landings are infrequent, and at sufficient distances from the project site that they would not expose workers employed in the warehouse/manufacturing building to excessive noise levels. Therefore, impacts due to private airports and heliports would be less than significant and no mitigation measures are necessary.

4. Environmental Analysis

4.13 POPULATION AND HOUSING

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING. Would the project:				
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)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

- 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)?**

No Impact. The project would not develop housing or extend infrastructure into currently unserved areas. Project operation is expected to generate approximately 14 jobs, as shown below in Table 11. The unemployment rate in Los Angeles County in June 2018 was estimated to be 4.8 percent (DOL 2018). Thus, it is expected that project employment would be absorbed from the regional labor force, and would not attract new workers into the region. Project construction would generate temporary jobs, however construction employment is also expected to be absorbed from the regional labor force rather than attracting new workers into the region. No impact would occur.

Table 11 Employee Estimation

Land Use	Unit	Daily	Trip Generation					
			AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing ¹	TSF ²	1.74	0.13	0.04	0.17	0.05	0.14	0.19
Project Trip (Vehicles)	38	67	5	2	7	2	5	7
Project Trip (PCE)	38	85	6	3	9	3	6	9
Warehousing ¹	Employees	5.05	0.44	0.17	0.61	0.24	0.43	0.66
Project Trip (Vehicles)	13.3	67	6	2	8	3	6	9
Project Trip (PCE)	13.3	85	8	3	11	3	8	11
	Round 13.3 Employees \cong 14 Employees							

¹Trip generation rates for peak hour of adjacent streets, per Land Use 150 per the ITE Trip Generation Manual 10th Edition.

²TSF= Thousand Square Feet

4. Environmental Analysis

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

No Impact. There is no housing onsite, project development would not displace housing. The project site is zoned Industrial; residential uses onsite are not permitted. No impact would occur.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. The project site is zoned Industrial, and residential uses are not permitted. There are no residents onsite, project development would not displace residents, and no impact would occur.

4.14 PUBLIC SERVICES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES. 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 ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?				X
d) Parks?			X	
e) Other public facilities?				X

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 ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less Than Significant Impact. The Los Angeles County Fire Department (LACoFD) provides fire protection and emergency medical services to the City of Industry, the City of La Puente, and the unincorporated communities of Avocado Heights and Hacienda Heights. The nearest fire station to the project site is Station 87 at 140 South Second Avenue in the City of Industry, about ¼-mile to the southwest. Project development would result in an increase in demands for fire protection and emergency medical services compared to the existing vacant site. The proposed project would comply with the City’s Municipal Code, Section 17.36.080, Standard Conditions of Approval, which indicates specific fire- and life-safety requirements for the construction phase of future project would ne addresses at the building and fire plan check review. Impacts would be less than significant.

4. Environmental Analysis

b) Police protection?

Less Than Significant Impact. The Los Angeles County Sheriff’s Department (“LASD”) provides police protection to the City of Industry. The nearest LASD station to the project site is the Industry Station at 150 Hudson Avenue in the City of Industry, about 2-miles southeast. Development of the new occupied warehouse building would likely result in a more secure environment than the existing vacant site, as the proposed project would include safety features, such as security lighting. Additionally, the number of emergency calls taken in by the Industry Station has declined over the years since 2004, thereby decreasing the service needs of the Industry Station (Industry 2014b). Project development would not require construction of new or expanded sheriff’s stations, and impacts would be less than significant.

c) Schools?

No Impact. The project site is within the Hacienda La Puente Unified School District. Demand for schools is generated by the number of residential units in a school’s attendance area. The project applicant would contribute to school impact fees. The project site is not zoned Residential, and would not generate students or additional residences. No impact would occur.

d) Parks?

Less Than Significant Impact. The closest park to the project site, Bassett Park, is approximately 0.2-mile north of the project site. Demand for parks is generated by the population within each park’s service area, and is generally associated with the increase in housing or population in an area. The project would not increase residential population, but would increase daytime workforce population in the service area. Additional workforce that would utilize park facilities would be minimal and would not create demand for additional parks. Impacts would be less than significant.

e) Other public facilities

No Impact. Demand for library services is generated by the population within a library’s service area. The project would not increase population and would not create demand for libraries. No impact would occur.

4.15 RECREATION

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. RECREATION.				
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?			X	
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?				X

4. Environmental Analysis

- 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?**

Less Than Significant Impact. The proposed project would not increase the use of existing neighborhood or regional parks as demands for parks are generated by an increase in population or housing in the park's service areas. While daytime workforce populations could contribute to park usage, this increase would be minimal. The project would not increase residential population and would not significantly increase the use of parks. Impacts would be less than significant.

- 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?**

No Impact. The project would not develop recreational facilities and as there are no homes as part of the project, would not require development of such facilities. No impact would occur.

4.16 TRANSPORTATION/TRAFFIC

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account 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?			X	
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?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	

- a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system,**

4. Environmental Analysis

including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Less Than Significant Impact.

Project Trip Generation

Once operational, the proposed project would result in an increase in traffic volumes on the roadways that provide access to the project site. To evaluate potential traffic impacts related to the project on local traffic, trip generation rates attributable to the project were determined for daily and peak hour traffic flows. Morning peak hour traffic occurs between the hours of 7:00 AM and 9:00 AM, while evening peak hour traffic occurs between the hours of 4:00 PM to 6:00 PM.

The proposed project would consist of an industrial building with a total area of 38,441 square feet. The proposed project's trip generation was based on trip generation rates established for the warehousing land use category in the Institute of Transportation Engineers' Trip Generation Manual (ITE 2017). Table 12 shows the Trip Generation Rates for uses related to this project.

Table 12 Trip Generation Rates

Land Use	ITE Code	Unit ²	Trip Generation ¹						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Warehousing ¹	150	TSF	1.74	0.13	0.04	0.17	0.05	0.14	0.19

¹ Trip generation rates for peak hour of adjacent streets, per the ITE Trip Generation Manual 10th Edition.

² Thousand Square Feet.

Because the project is a warehouse, which generates truck traffic with deliveries, passenger car equivalent (PCE) factors were applied for the warehousing component of the project. Truck volumes were converted to PCE volumes to reflect the fact that trucks take up more room on the road than automobiles and are typically slower during acceleration and deceleration. Based on San Bernardino County Congestion Management Program (CMP) guidelines, the following PCE factors were applied:

- 2 axle trucks = 1.5
- 3 axle trucks = 2.0
- 4+ axle trucks = 3.0.

To apply the PCE factors, the proposed project's vehicle mix was estimated based on the City of Fontana Truck Trip Generation Study (City of Fontana 2005). The vehicle mix assumed for light warehousing uses are:

- Automobiles = 80.3 percent
- 2 axle trucks = 5.2 percent
- 3 axle trucks = 4.5 percent
- 4+ axle trucks = 10 percent.

4. Environmental Analysis

As shown in Table 13, the project is estimated to generate a total of 85 daily PCE trips. Of this total, 9 PCE trips would occur during the morning weekday peak hour and 9 PCE trips would occur during the evening weekday peak hour.

Table 13 Project Trip Generation

Land Use	TSF ¹	Trip Generation						
		Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Project Trips (Vehicles)	38	67	5	2	7	2	5	7
Project Trips (PCE)	38	85	6	3	9	3	6	9

¹ Thousand Square Feet

The Congestion Management Program for the County of Los Angeles states that the minimum project-added traffic that is needed before a CMP intersection has to be studied is 50 or more trips in either the morning or evening weekday peak hour. This is consistent with most local jurisdictions that require traffic impact studies for projects that generate more than 50 peak hour trips. Mainline freeway monitoring locations must also be analyzed for projects that would add 150 or more trips during either the morning or evening weekday peak hour.

The project's access driveway would be located off Nelson Avenue East, with the main entrance on the northern boundary of the site, to the left of Big Dalton Avenue. The project would add a negligible number of traffic in the peak hours (less than 1 trip every 5 minutes) and would not cause a substantial increase in traffic creating a detriment in operations at nearby intersections and roadway segments. Therefore this impact will be less than significant.

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?

Less Than Significant Impact. The Los Angeles County Congestion Management Program ("CMP") was issued by the Metropolitan Transit Authority in December 2010 (MTA 2010). All freeways and selected arterial roadways are designated elements of the CMP Highway System. The CMP requires that individual development projects of potentially regional significance undergo a traffic impact analysis. Per the CMP Transportation Impact Analysis (TIA) guidelines, a significant impact may result and a traffic impact analysis is required under the conditions listed below.

- All CMP arterial monitoring intersections, including monitored freeway on-ramps or off-ramps, where the proposed project will add 50 or more vehicle trips during either morning or evening weekday peak hours. If CMP arterial segments are being analyzed rather than intersections, the study area must include all segments where the proposed project will add 50 or more peak hour trips (total of both directions).
- At CMP mainline freeway monitoring locations where the proposed project will add 150 or more vehicle trips, in either direction, during either morning or evening weekday peak hours.

4. Environmental Analysis

There are no CMP intersections near the study area, closest being Azusa Avenue and Main Street, approximately 5.2 miles away. The closest CMP arterial roadway to the site is Azusa Avenue around 5 miles to the southeast. As indicated in Section 4.16.a, the proposed project would result in 9 PCE trips in the AM Peak hour and 9 PCE trips in the PM peak hour, that would be distributed via main driveway to the circulation network. These trips do not add 50 or more trips to a CMP intersection or 150 or more trips to a mainline freeway. Therefore, the proposed project does not meet the intersection/freeway criteria and the analysis of traffic impacts to CMP roadways is not required. Impacts are less than significant and no mitigation measures are necessary.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. The closest public use airport to the site is San Gabriel Valley Airport in the City of El Monte 4.3-miles to the northwest (Airnav 2018). Project development would not result in any potential hazards related to aircraft flying to or from a public-use airport.

d) Substantially increase hazards due to a design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?

Less Than Significant Impact. Site access would be provided at the main entrance from Nelson Avenue East at the northern site boundary (see Figure 5, Site Plan). Nelson Avenue East in the vicinity of the project site is a relatively flat and straight road. A review of aerial photography and a site visit indicates that no unsafe features are present in the area and adequate sight distance is provided at the access driveways. The driveway would serve both fire lane access and general access and would the existing driveway approach will be relocated further south on Nelson Avenue East. Internal circulation would be provided by an L-shaped driveway that passes around the northwest and southwest sides of the building. The project design feature will not create unsafe turning movements, and there will be less than significant impacts.

e) Result in inadequate emergency access?

Less Than Significant Impact. The project site plan would provide access to the proposed building complying with requirements of Section 503 of the 2013 California Fire Code (CFC; California Code of Regulations Title 24, Part 9). The site plan and building plans would be reviewed by the LACoFD during the plan check process, in part to assure that the site plan includes adequate turning radii for LACoFD firefighting vehicles. Project construction and operation would not block emergency access to surrounding properties. All staging of equipment and building materials, and stockpiling of soil, would be done onsite. Impacts would be less than significant, and no mitigation is needed.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Less Than Significant Impact. Most of the streets in the project vicinity have sidewalks along the sides of the street. The nearest signalized intersection along Puente Avenue is equipped with standard striped crosswalks and pedestrian push buttons. The closest public transit is the bus stops at the intersection of Puente Avenue at Nelson Avenue East, which is less than a 1,000 feet from the project site. The project site would not displace or conflict with any existing bus stop, bicycle lane or pedestrian facility. The project would not adversely affect

4. Environmental Analysis

the performance of these transit or non-motorized transportation facilities and would not conflict with any plans or policies relative to these transportation modes. Impacts would be less than significant.

4.17 TRIBAL CULTURAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. TRIBAL CULTURAL RESOURCES. 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		X		
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.		X		

a) **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:**

i) **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)?**

Less Than Significant Impact with Mitigation Incorporated. As of July 1, 2015, Public Resources Code Sections 21080.1, 21080.3.1, and 21080.3.2 require public agencies to consult with California Native American tribes recognized by the NAHC for the purpose of mitigating impacts to tribal cultural resources. This law does not preclude agencies from initiating consultation with the tribes that are culturally and traditionally affiliated with their jurisdictions.

In accordance with Public Resources Code Section 21080.1(d), a lead agency is required to provide formal notification of intended development projects to Native American tribes that have requested to be on the lead agency's list for receiving such notification. The formal notification is required to include a brief description of the proposed project and its location, lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation for tribal cultural resources.

The Soboba Band of Luiseño Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City of Industry's notification list pursuant to AB 52. The City prepared notification letters and distributed them to the identified tribal representatives on August 27, 2018. The Gabrieleño Band of

4. Environmental Analysis

Mission Indians – Kizh Nation replied on September 6, 2018, and has requested consultation with the City pursuant to AB 52.

The proposed project site is currently vacant land, and no tribal cultural resources have been identified on the project site. The discovery of such resources is unlikely given the highly disturbed, and industrial and residential nature of the proposed project area. Since the existing site is vacant, and the proposed project would require excavations for construction, impacts would be potentially significant. However, impacts to tribal cultural resources would be less than significant after implementation of Mitigation Measure CUL-1, as this mitigation measure would ensure that if resources are discovered during ground disturbing activities, these resources would be recovered with state and federal requirements.

ii) 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 Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less than Significant with Mitigation Incorporated. The City prepared notification letters and distributed them to the identified tribal representatives on August 27, 2018. The Gabrieleño Band of Mission Indians – Kizh Nation replied to the City on September 6, 2018, requesting consultation. There is no substantial evidence that tribal cultural resources are present on the existing project site. If any tribal cultural resource is found on the project site, excavation will be halted, mitigation measure CUL-1 shall be implemented as necessary, and the NAHC will be contacted. No significant impacts to tribal cultural resources are expected to occur as a result of the proposed project. Impacts would be less than significant with the incorporation of mitigation measures.

4.18 UTILITIES AND SERVICE SYSTEMS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
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?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?			X	

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in a determination by the waste water 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?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. Project construction would comply with the Statewide General Construction Permit, and project operation would comply with Los Angeles County's SUSMP Manual, as substantiated above in Section 4.9.a. The proposed project would be warehouse-distribution land use and would not require a separate waste discharge permit from the LARWQCB. Project development would not exceed waste discharge requirements of the LARWQCB, and impacts would be less than significant.

b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact.

Water Treatment

The City of Industry Waterworks System ("TWS") would provide water to the project site; the City is serviced by six water purveyors: City of Industry Waterworks Systems, Suburban Water Systems, Rowland Water District, San Gabriel Valley Water Company ("SGVWC"), Walnut Valley Water District, and La Puente Valley County Water District ("LPVCWD") (Industry 2018). The project site is serviced by SGVWC (Industry 2018). SGVWC's main source of water supply is groundwater pumped from both the Main San Gabriel (Main Basin) and the Central Basin (Stetson 2011). Groundwater from the Basin is treated with air stripping; ion exchange treatment; liquid phase granular activated carbon adsorption; oxidation with peroxide injection and ultraviolet light; and disinfection using chlorine (Stetson 2011).

Project Water Demand

Project water demand is estimated as 1,506.3 gallons per day (gpd), that is, 125 percent of forecast wastewater generation estimated below in Table 14 using wastewater generation factors from the City of Los Angeles (LACSD 2007). It is assumed that approximately 25 percent of project water use would be for landscape irrigation.

4. Environmental Analysis

SGVWC serves a population of approximately 272,000; the Baseline Daily Per Capita Water Use for San Gabriel was determined to be 158 Gallons Per Capita Daily (GPCD), based on the highest value calculated for a continuous 10-year period between 1995 and 2010 (Stetson 2011).

The project applicant would be required to obtain a “will-serve” letter from SGVWC to ensure that sufficient water supply is available to serve the proposed project. Because the project is consistent with the existing general plan and zoning of the site, it is also within the growth assumptions of the Theoretical Buildout of the General Plan Update (Industry 2014c). The proposed project would not be required to build new or expand existing water treatment facilities to meet the project’s incremental increase in water demand, and impacts would be less than significant.

Table 14 Estimated Project Wastewater Generation

Land Use	Square Feet	Wastewater Generation, gallons per day	
		Per square foot ¹	Total
Warehouse	37,047	0.025	926
Office	1,394	0.2	279
Total	38,441	Not applicable	1,205

¹ Source: LACSD 2007. For warehouse with office use separate factors are used for each type of use as directed in the aforementioned reference.

Wastewater Treatment

The Los Angeles County Sanitation Districts provide wastewater treatment for much of Los Angeles County including the project site. Wastewater from the project site and surrounding area is treated at the San Jose Creek Water Reclamation Plant (“SJCWRP”) in unincorporated Los Angeles County near the west boundary of the City of Industry. The SJCWRP has capacity of 100 mgd and average wastewater flows of 52.38 mgd, for residual capacity of 47.62 mgd (LACSD 2018).

Estimated Project Wastewater Generation

The project is estimated to generate about 1,205 gallons of wastewater per day, as shown above in Table 14. As shown in the General Plan EIR, (Industry 2014c) there is adequate wastewater treatment capacity in the region for project-generated wastewater, and project development would not require construction of new or expanded wastewater treatment facilities. Impacts would be less than significant.

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?**

Less Than Significant Impact. The proposed project would install culverts connecting to existing storm drains in surrounding roadways. The onsite portions of such installation would be part of the portion of the whole project conducted onsite for which impacts are evaluated throughout Chapter 4 of this Initial Study. The portions of such installations in roadways would involve trenching for between the edge of the roadway right-of-way and the existing storm drain in the roadway. Such trenching would be in existing paved roadway(s) in areas already disturbed by previous construction and would create impacts similar to those for construction already addressed in this initial study. Respecting potential traffic impacts of such installations, the Los Angeles County Sheriff’s Department would be notified before any temporary lane closures. This impact is less than significant.

4. Environmental Analysis

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. IWS would provide water to the project site; the City is serviced by six water purveyors: City of Industry Waterworks Systems, Suburban Water Systems, Rowland Water District, SGVWC, Walnut Valley Water District, and LPVCWD (Industry 2018). The project site is serviced by SGVWC (Industry 2018).

Of those six water purveyors, Rowland Water District, SGVWC, and Walnut Valley Water District issue an Urban Water Management Plan. Thus, water supply and demand information for the project region was obtained from the Integrated Regional Water Management Plan (IRWMP) for the Upper San Gabriel and Rio Hondo Subregion of the Greater Los Angeles County Integrated Regional Water Management (IRWM) region.⁶ The Integrated Regional Water Resources Management Plan for the Greater Los Angeles County IRWM region was prepared by the Los Angeles County Department of Public Works (DPW) in 2013. The Department of Public Works forecasts that water supplies will be adequate to meet water demands in the Upper San Gabriel and Rio Hondo Subregion through the 2015-2035 period, as shown below in Table 15.

Table 15 Projected Water Supplies, Upper San Gabriel River and Rio Hondo IRWM Subregion, Acre-Feet per Year

	2015	2020	2025	2030	2035
Water Supplies					
Groundwater	207,696	217,764	218,766	221,376	222,609
Imported Water	120,442	118,371	121,568	125,114	126,887
Recycled Water	12,356	15,621	17,217	18,903	20,572
Local Surface Water	18,380	18,341	18,341	18,341	18,341
Conservation	22,691	24,718	27,563	30,016	32,258
Stormwater Capture and Direct Use	1,428	0	0	0	0
Water Transfers	0	0	0	0	0
Total	382,993	394,816	403,456	413,751	420,668
Water Demands					
Water Demands	325,122	341,951	349,647	357,392	363,856
Residual Supply	57,871	52,865	53,809	56,359	56,812

Source: IRWM 2013

Estimated Project Water Demands

Project operation is forecasted to use about 1,506.3 gpd, or 1.69 acre-feet per year of water. There are sufficient water supplies in the region to meet estimated project water demands, and project development would not require new or expanded water supplies. Impacts would be less than significant.

⁶ The regional water wholesaler for the project region is the Upper San Gabriel Valley Municipal Water District (USGVMWD). However, the USGVMWD's 2010 Urban Water Management Plan excludes groundwater in forecasts of water supplies; thus, water supply and demand data from the Upper San Gabriel and Rio Hondo Subregion were used.

4. Environmental Analysis

- e) **Result in a determination by the waste water 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?**

Less Than Significant Impact. There is adequate wastewater treatment capacity in the region for estimated project-generated wastewater, as substantiated above in Section 4.18.b. Project development would not require construction of new or expanded wastewater treatment facilities, and impacts would be less than significant. No mitigation is required.

- f) **Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?**

Less Than Significant Impact. In 2017, the most recent year for which data are available, 94 percent of solid waste landfilled from the City was disposed of at the three facilities listed below in Table 16 (CalRecycle 2018a). All four landfills accept mixed municipal waste, and construction and demolition waste. Badlands Sanitary Landfill, Olinda Alpha Sanitary Landfill, and Simi Valley Landfill and Recycling accept industrial waste.

Table 16 Landfills Serving City of Industry

Facility and Nearest City	Remaining Capacity, Cubic Yards	Permitted Daily Throughput, Tons	Average Daily Disposal, Tons	Residual Capacity, Tons per Day	Estimated Closing Date
Badlands Sanitary Landfill Moreno Valley, Riverside County	15,748,799	4,800	2,232 ¹	2,568	2022
El Sobrante Landfill Corona, Riverside County	145,530,000	16,054	3,114 ²	12,940	2045
Olinda Alpha Sanitary Landfill Brea, Orange County	34,200,000	8,000	7,030 ³	970	2021
Simi Valley Landfill and Recycling Center, Ventura County	88,300,000	9,250	4,000 ⁴	5,250	2052
Total	283,778,799	30,904	16,376	21,728	Not applicable

Sources: CalRecycle 2018a; CalRecycle 20158b; CalRecycle 2018c; CalRecycle 2018d; CalRecycle 2018e

¹ CalRecycle 2018b, Daily Landfilled Tonnage, in County Tons

² CalRecycle 2018c, Daily Landfilled Tonnage, in County Tons

³ Hamm 2018

⁴ Tignac 2018

Estimated Project Solid Waste Generation

Project operation is estimated to generate approximately 534 pounds of solid waste per day, or 0.267 ton per day, as shown below in Table 17. There is adequate residual landfill capacity in the region for project-generated solid waste, and project development would not require new or expanded landfills. Impacts would be less than significant.

Table 17 Estimated Project Solid Waste Generation

Use	Square Feet	Solid Waste Generation, Pounds per Day	
		Per square foot	Total
Manufacturing	37,047	0.0142	526
Office	1,394	0.006	8

4. Environmental Analysis

Total	38,441	Not applicable	534
-------	--------	----------------	-----

Source: CalRecycle 2016

g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact.

The proposed project would be required to comply with all applicable laws and regulations governing solid waste management and disposal, including Chapter 8.20, Integrated Waste Management, of the City of Industry Municipal Code. Section 8.20.040 of the municipal code requires solid waste collection and disposal at an authorized landfill. As noted in Section 4.18.f, there is adequate capacity at the landfill; therefore, no impact would occur.

4.19 MANDATORY FINDINGS OF SIGNIFICANCE

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
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?			X	
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.)			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

- 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?**

Less Than Significant Impact with Mitigation Incorporated. Project development would not substantially reduce the population, range, or habitat of a rare or endangered plant or animal species or fish and wildlife species; would not threaten to eliminate a plant or animal community; and would not eliminate important examples of the major periods of California history or prehistory. The implementation of Mitigation Measures BIO-1 and CUL-1 included in this initial study would ensure that impacts would be less than significant.

4. Environmental Analysis

- 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.)**

Less Than Significant Impact with Mitigation Incorporated. Implementation of the proposed project, in conjunction with other approved or pending projects in the region, has the potential to result in cumulatively considerable impacts to the physical environment. However, the proposed project is considered infill construction on land previously occupied by an automobile customization company. As the project site is surrounded by existing industrial and residential development, where appropriate, the environmental checklist questions above include a cumulative construction impact discussion to address the cumulative impacts of the proposed project when developed in conjunction with related projects. As concluded throughout the analysis, the proposed project would include both operation- and construction-related mitigation measures to ensure that the proposed project’s incremental contribution would be less than cumulatively considerable.

- c) **Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

Less Than Significant Impact With Mitigation Incorporated. Two potentially significant impacts on human beings are identified in this Initial Study: construction emissions and hazardous materials release. The implementation of Mitigation Measures BIO-1 and CUL-1 included herein would reduce each of these impacts to less than significant.

4. Environmental Analysis

This page intentionally left blank.

5. References

5. REFERENCES

- Airnav.com (Aimav). 2018. Airport Information. <http://www.airnav.com/airports/>.
- Bay Area Air Quality Management District (BAAQMD). 2017, May. California Environmental Quality Act Air Quality Guidelines.
- Beranek, Leo L. 1954. *Acoustics*.
- California Air Pollution Control Officers Association (CAPCOA). 2017. California Emissions Estimator Model (CalEEMod). Version 2016.3.2. Prepared by: BREEZE Software, A Division of Trinity Consultants in collaboration with South Coast Air Quality Management District and the California Air Districts.
- California Air Resources Board. 2017, November. California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target. https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.
- California Air Resources Board. 2017a, October 18. Area Designations Maps/State and National. <http://www.arb.ca.gov/desig/desig.htm>.
- . 2017b, March 14. Final Proposed Short-Lived Climate Pollutant Reduction Strategy. <https://www.arb.ca.gov/cc/shortlived/shortlived.htm>.
- . 2017c, November. California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target. https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.
- California Department of Conservation, Division of Land Resource Protection (DLRP).
- 2016a. California Important Farmland Finder. <https://maps.conservation.ca.gov/DLRP/CIFF/>.
- . 2016b. Los Angeles County Williamson Act FY 2015/2016. ftp://ftp.consrv.ca.gov/pub/dlrp/wa/LA_15_16_WA.pdf
- California Department of Conservation (CDC). 2018. Division of Oil, Gas, and Geothermal Resources (DOGGR). Accessed 2018, August 31. DOGGR Well Finder. <http://www.conservation.ca.gov/dog/Pages/WellFinder.aspx>.
- . Division of Mines and Geology. 1982. Mineral Land Classification Map. ftp://ftp.consrv.ca.gov/pub/dmg/pubs/sr/SR_143/PartIV/Plate_4-12.pdf

- California Department of Fish and Wildlife (CDFW). 2017, October. California Regional Conservation Plans. <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=68626&inline>
- _____. 2018. California National Diversity Database. <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data#43018410-cnddb-quickview-tool>
- California Department of Forestry and Fire Protection (CAL FIRE). 2011, September. Very High Fire Hazard Severity Zones in LRA, Los Angeles County. http://frap.fire.ca.gov/webdata/maps/los_angeles/LosAngelesCounty.pdf
- California Department of Toxic Substances Control (DTSC). Envirostor
2018. <https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=13530+nelson+ave+industry>
- California Department of Transportation (Caltrans). 2011, September 7. California Scenic Highway Mapping System. http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/
- California Department of Resources Recycling and Recovery (CalRecycle). 2016. Estimated Solid Waste Generation Rates. <https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates>
- _____. 2018a, September 10. Jurisdiction Disposal by Facility. <https://www2.calrecycle.ca.gov/LGCentral/DisposalReporting/Destination/DisposalByFacility>
- _____. 2018b, September 11. Facility /Site Summary Details: Badlands Sanitary Landfill. <http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0006/Detail/>.
- _____. 2018c, September 11. Facility /Site Summary Details: El Sobrante Landfill. <http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0217/Detail/>.
- _____. 2018d, September 11. Facility /Site Summary Details: Olinda Alpha Sanitary Landfill. <http://www.calrecycle.ca.gov/SWFacilities/Directory/30-AB-0035/Detail/>.
- _____. 2018d, September 11. Facility /Site Summary Details: Simi Valley Landfill and Recycling Center <http://www.calrecycle.ca.gov/SWFacilities/Directory/56-AA-0007/Detail/>.
- California Geological Survey (CGS). 1999, March 25. Earthquake Zones of Required Investigation Baldwin Park Quadrangle. http://gmw.conservation.ca.gov/shp/EZRIM/Maps/BALDWIN_PARK_EZRIM.pdf
- California State Water Resources Control Board (SWRCB). GeoTracker. 2015. <http://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=13530+nelson+ave+industry>
- City of Industry. 2014a, June 12. General Plan.
- _____. 2014b, February. General Plan Update Draft EIR, Chapter 5.12, Public Services.

5. References

- _____. 2014c, May. General Plan Update.
- _____. 2016. Municipal Code. <http://qcode.us/codes/industry/>.
- _____. 2018. Water Purveyor Map. <http://www.cityofindustry.org/home/showdocument?id=206>.
- County of Los Angeles Code of Ordinances, Chapter 12.08: Noise Control.
- Department of Public Works (DPW). 2018, July 19. Dam Locations. Los Angeles County.
<https://dpw.lacounty.gov/wrd/Reservoir/Reservoirs.pdf>.
- Federal Transit Administration (FTA). 2018, May. *Transit Noise and Vibration Impact Assessment Manual*. United States Department of Transportation. FTA-VA-90-1003-06.
- Global Geo-Engineering, Inc. 2017, June 14. Geotechnical Investigation Proposed Glass Fabrication Building.
- Governor's Office of Planning and Research (OPR). 2008, June. CEQA and Climate Change: Addressing Climate Change through CEQA Review. Technical Advisory.
<http://www.opr.ca.gov/ceqa/pdfs/june08-ceqa.pdf>.
- Hamm, K, Public Communications Manager. 2018, July 18. Olinda Alpha Landfill. Verbal Correspondence.
- Harris, Cyril M. 1991. *Handbook of Acoustical Measurements and Noise Control*. Third edition.
- Hoover & Keith. 2000. *Noise Control for Buildings and Manufacturing Plants, Equipment and Products*.
- Integrated Regional Water Management (IRWM) Plan for the Greater Los Angeles County Region: 2013, October. Appendix N: Upper San Gabriel and Rio Hondo Subregion.
<http://ladpw.org/wmd/irwmp/docs/RMC12-10Submittal-FinalPlan/25.%20App-N%20Supply%20Calculations%20FINAL.pdf>
- Leymaster Environmental Consulting, LLC. 2016, December 22. Phase I and II Environmental Site Assessment Report.
- Los Angeles County Sanitation Districts (LACSD). 2018, April 5. 2017 Pretreatment Program Annual Report.
<http://lacsds.org/civicax/filebank/blobdload.aspx?blobid=14662>.
- Los Angeles County. Traffic Counts (streets in project vicinity; accessed October 16, 2018)
<http://dpw.lacounty.gov/tnl/trafficcounts>.
- South Coast Air Quality Management District (SCAQMD). 1993. California Environmental Quality Act Air Quality Handbook.
- _____. 2008, July. Final Localized Significance Threshold Methodology.

- . 2011. Fact Sheet for Applying CalEEMod to Localized Significance Thresholds.
<http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/caleemod-guidance.pdf?sfvrsn=2>
- Southern California Association of Governments (SCAG). 2016, April 7. Final 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS): A Plan for Mobility, Accessibility, Sustainability, and a High Quality of Life.
<http://scagrtpscs.net/Pages/FINAL2016RTPSCS.aspx>.
- Stetson Engineering, Inc. 2011, July. San Gabriel Valley Water Company. 2010 Urban Water Management Plan.
[https://water.ca.gov/LegacyFiles/urbanwatermanagement/2010uwmps/San%20Gabriel%20Valley%20Water%20Company%20-%20LA%20Division/SGVWC_UWMP\(070111\).pdf](https://water.ca.gov/LegacyFiles/urbanwatermanagement/2010uwmps/San%20Gabriel%20Valley%20Water%20Company%20-%20LA%20Division/SGVWC_UWMP(070111).pdf)
- Tignac, S, District Manager. 2018, July 17. Simi Valley Landfill and Recycling Center. Verbal Correspondence.
- US Department of Labor (DOL). Bureau of Labor Statistics. 2018, June.
<https://www.bls.gov/web/metro/laucntycur14.txt>
- US Geological Survey (USGS). 1997. Geologic Map of the Baldwin Park 7.5' Quadrangle, Los Angeles County, California. ftp://ftp.consrv.ca.gov/pub/dmg/rgmp/Prelim_geo_pdf/Baldwin_Park_OFR_98-30.pdf
- US Fish and Wildlife Service (USFWS). 2018, September 8. National Wetlands Mapper.
<http://www.fws.gov/wetlands/data/mapper.HTML>.

5. References

6. Consultant Recommendation

Based on the information and environmental analysis contained in this Initial Study, we recommend that the City of Industry adopt a Mitigated Negative Declaration for this project. We find that the project would not have a significant effect on the environment after implementation of mitigation measures included in this Initial Study. We recommend that the second category be selected for the City's determination (See Section 5, *Lead Agency Determination*).

Date

Dwayne Mears, AICP, for PlaceWorks

This page intentionally left blank.

7. List of Preparers

7. List of Preparers

LEAD AGENCY

Dina Lomeli, Contract Associate Planner

PLACEWORKS

Dwayne Mears, AICP, Principal, Environmental Services

Mark Teague, AICP, Associate Principal

Julian Capata, Senior Associate

Robyn Chaconas, Project Engineer

Fernando Sotelo, Senior Associate, Transportation

Stephanie Chen, Project Engineer, Air Quality/GHG & Transportation

Steve Bush, Associate Engineer

John Vang, Associate Planner

Natalie Foley, Planner, Noise, Vibration and Acoustics

Josh Carman, Senior Associate, Noise and Vibration

Kenny Pham, Engineer/Planner

Jasmine Osman, Planner

This page intentionally left blank.

Appendix A Air Quality and GHG Emissions Modeling

Appendices

This page intentionally left blank.

Appendix B Geotechnical Report

Appendices

This page intentionally left blank.

Appendix C Phase I

Appendices

This page intentionally left blank.

Appendix D Noise Data

Appendices

This page intentionally left blank.

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: February 28, 2019

SUBJECT: Consideration of Resolution No. CC 2019-09 approving a donation to the Industry Business Council & Chamber of Commerce in an amount not to exceed \$21,000 for the Third Annual Taste of the Town event

Background:

The Industry Business Council & Chamber of Commerce ("IBC") is hosting its third annual Taste of the Town event on April 26, 2019, at the Industry Hills Expo Center. Created in 2017 as part of the City's 60th anniversary celebration, Taste of the Town is now a well-attended event that fosters community togetherness while highlighting the businesses in Industry and neighboring cities.

To continue the success of previous years, the IBC has requested a donation of up to \$21,000 to help support the event. The IBC made a similar request last year and the City Council approved a donation of up to \$19,000 for the same event.

The donation serves a public purpose by supporting IBC's activities to hold the event, which is a valuable fundraiser for local community-based organizations including Industry Charity Events Council, Delhaven Community Center, and Industry Hills Rotary Club.

Fiscal Impact:

The fiscal impact associated with this action requires an appropriation transfer of \$21,000 to General Fund – Community Promotions & Economic Development – Community Promotions (Account No. 100-621-5640).

Recommendations:

- 1) Adopt Resolution No. CC 2019-09 approving a donation to the IBC in an amount not to exceed \$21,000 for the Third Annual Taste of the Town event; and
- 2) Appropriate \$21,000 to General Fund – Community Promotions & Economic Development – Community Promotions (Account No. 100-612-5640)

Exhibits:

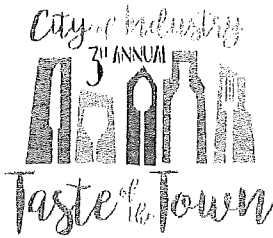
- A. Industry Business Council Request Letter
 - B. Resolution No. CC 2019-09
-

TH/BH:kt

EXHIBIT A

Industry Business Council Request Letter

[Attached]



15651 STAFFORD STREET
CITY OF INDUSTRY, CA 91744
PH 626.968.3737
www.TasteoftheTown.org

MEMORANDUM

To: City of Industry City Council
From: Industry Business Council
Date: February XX, 2019
Re: Third Annual Taste of the Town

Last year, we celebrated the 2nd Annual City of Industry **Taste of the Town**, highlighting the wide variety of local restaurants the City has to offer. More than 400 guests came out to enjoy an evening of great food, family fun, and entertainment. On Friday, April 26th, we plan to build on the success of last year's event with the Third Annual City of Industry **Taste of the Town**.

Once again, we plan to hold the event at the Industry Hills Expo Center Pavilion.

Restaurants

We had a great response from the restaurants that participated in last year's **Taste of the Town**, with a majority of last years' restaurants planning to participate again this year. We expect to have an even larger showing from the restaurant community this year, highlighting restaurants from our large chains to our smaller specialty restaurants.

Entertainment

We are inviting the California Feetwarmers back for the third consecutive year to provide the entertainment as they continue to be a big hit. The Workman High School Jazz Band, also popular with the guests, will again provide ambiance to the event during the California Feetwarmers scheduled breaks. Both groups have indicated that they are interested and available to participate.

Tickets

Tickets for the event will be sold online through the Industry Business Council's website and will also be available for purchase in-person at the IBC office. Tickets will be sold at the same price as last year - \$25 for an adult ticket and \$10 for a child's ticket. We will also sell tickets at the door depending on how many tickets are sold in advance.

Nonprofits/Partnerships

Last year, bulk tickets were available to area non-profit organizations at a significant discount to offer a fundraising opportunity for the non-profits while helping us increase attendance. This program was very successful, and we plan utilize the same formula offering adult tickets in bulk sets of 20 for \$5 each (\$25 regular adult ticket price) and child tickets in bulks of 5 for \$2 each (\$10 regular child ticket price).



www.IndustryTasteoftheTown.com



Marketing

In addition to bulk ticket sales, we will be selling tickets online, on the IBC's website and will have tickets for sale at the IBC office. These tickets will be marketed online via our social media channels as well as on the social media pages of other stakeholders (restaurants, Expo Center, etc.). We have allocated a budget to for "boosting" Facebook posts in order to reach a wide, targeted audience. These posts will be run in the same way they were last year featuring photos and a link to the IBC website.

Also included in the budget is one ad in the Sunday San Gabriel Valley Tribune and a few radio giveaways to promote the ***Taste of the Town*** in the weeks leading up to the event. We plan to add the event to all of the local paper Community Calendars online as well. We will create ads for display on the Auto Mall digital billboards located in the City along the 60 freeway. Lastly, we are planning a Snapchat lens that guests can use to share photos and video from the event with friends and followers.

Sponsors

We will again be inviting our business leaders to participate in the event as sponsors, utilizing the same sponsor levels as last year. The sponsor levels will be as follows:

Diamond Sponsors (\$7,500)

- The presenting sponsor will have their logo listed as the presenting sponsor behind the stage and the ability to place a step and repeat next to the stage, and speak for 1 minute during the event to the entire audience.
- Opportunity to host a non-food booth near the registration booth
- Recognition on selected event promotional materials, invitations
- 10 Tickets
- Name or logo listed on the website event page
- Name listed in the official Taste of the Town tasting booklets
- Logo listed on banners at event

Presenting Sponsors (\$5,000)

- Opportunity to speak for 1 minute during the event to the entire audience and will be listed as a host sponsor on the stage banner.
- Recognition on selected event promotional materials, invitations
- 8 Tickets
- Name or logo listed on the website event page
- Name listed in the official Taste of the Town tasting booklets
- Logo listed on banners at event

Host Sponsors (\$2,500)

- Recognition on selected event promotional materials, invitations
- 6 Tickets
- Name or logo listed on the website event page
- Name listed in the official Taste of the Town tasting booklets
- Logo listed on banners at event

Bon Appétit Sponsors (\$1,000)

- Special recognition on banners at entrance
- Recognition on selected event promotional materials, invitations
- 4 Tickets
- Name or logo listed on the website event page

- Name listed in the official Taste of the Town tasting booklets
- Logo listed on banners at event

Tasting Sponsor (\$500)

- Recognition on selected event promotional materials, invitations
- 2 Tickets
- Name or logo listed on the website event page
- Name listed in the official Taste of the Town tasting booklets
- Logo listed on banners at event

Proposed Budget

Item:	Notes:	Cost:
Expo Center Rental and Stage		Comp.
Design	Splash Page	\$500.00
Advertising	Facebook ads, one print ad, and a Snapchat lens	\$4,200.00
Entertainment	CA Feetwarmers and Workman High School Jazz Band	\$3,650.00
Rentals	Three compartment sinks, pipe and drapes for dividers, tables, outdoor umbrellas	\$4,000.00
Printing	Tasting booklets, flyers, numbered tickets	\$750.00
Photobooth		\$700.00
Materials	Zip-ties, dowels, stamps, day-of equipment	\$50.00
Insurance		\$650.00
Banners	10 Pull-up banners	\$2,600
Outside Entertainment	Dunking Booth	\$450.00
Photographer		\$300.00
Total		\$17,850 - \$21,000
*Budget numbers can be offset by event sponsorships		

EXHIBIT B

Resolution No. CC 2019-09

[Attached]

RESOLUTION NO. CC 2019-09

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 NOT TO EXCEED TWENTY-ONE THOUSAND DOLLARS (\$21,000.00) FOR THE THIRD ANNUAL TASTE OF THE TOWN EVENT

RECITALS

WHEREAS, the Industry Business Council & Chamber of Commerce ("IBC") is a California non-profit, action-orientated business organization, serving the needs of its members, which includes various businesses located in the City of Industry; and

WHEREAS, the IBC is holding its third annual Taste of the Town event ("Event") on April 26, 2019, at the Industry Hills Expo Center; and

WHEREAS, the Event serves as a fundraiser for local community-based organizations, including the Industry Charity Events Council, the City of Industry Lions Club, the Hacienda Heights Kiwanis Club, the Delhaven Community Center, the Hacienda Heights Improvement Association, the Industry Hills Rotary Club, the Walnut Valley Rotary Club and the Soroptimist International of Puente Hills. These organizations provide a variety of valuable benefits to the community, including, but not limited to, scholarships for local youth, assistance with civic advocacy, humanitarian services for business and professional leaders, promoting principles of good government and good citizenship, and improving the lives of women and girls who face obstacles such as poverty, violence and teen pregnancy; and

WHEREAS, the IBC requested a donation from the City to assist with the costs associated with the Event; and

WHEREAS, all legal prerequisite to the adoption of the 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 it allows the IBC to hold the Event, which serves as a valuable fundraiser to various community-based organization. These organizations provide services that enhance the lives of those who live and work in the City.

SECTION 3: The City Council hereby approves a donation of up to Twenty-one Thousand Dollars (\$21,000.00) to the IBC for the Event, upon submission of invoices for the cost of the Event by the IBC to the City, and subject to approval by the City.

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 Deputy 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 meeting held on February 28, 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

Mark D. Radecki, Mayor

ATTEST:

Julie 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, City Manager *TH*
Julie Gutierrez-Roles, Deputy City Clerk *JGR*
Lynn Thompson, Administrative Technician II

DATE: February 28, 2019

SUBJECT: Establishing policies and procedures regarding meeting minutes

BACKGROUND:

The recent January 2019, State Controllers report released last month has a number of findings and recommendations that they suggested the City implement. One of those findings recommends that the City establish policies and procedures to ensure that meeting minutes for the City's governing bodies are promptly transcribed, reviewed, approved and posted to the city's website.

Since September of 2018, staff has instituted a policy that the meeting minutes from the prior meeting get done quickly and that those minutes are brought back to the City Council or board within a month for approval.

The January 2019, State Controllers report stated that the City is missing 224 of 297 minutes from January 1, 2016 to October 1, 2018. Exhibit A shows the minutes that have been completed and the minutes that will be completed within the next 6 months.

RECOMENDATION:

Staff recommends that the City Council approve the policies and procedures for completing and posting meeting minutes and recommends that the City Council adopt Resolution No. CC 2019-10.

Exhibits:

- A. January 1, 2016 to February 28, 2019 Meeting Minutes list
- B. Resolution No. CC 2019-10

Meeting Minutes Not Done (As of 2-21-19)

<u>City Council</u>		<u>CRIA</u>	<u>IPFA</u>	<u>IPHMA</u>	<u>IPUC</u>	<u>OB</u>	<u>PC</u>	<u>SA</u>	
3/24/2016	4/26/2018	4/13/16	4/14/2016	1/11/17	1/19/16	6/7/2016	8/11/2016	6/23/2016	7/26/2018
4/14/2016	5/10/2018	5/11/16	6/9/2016	4/12/17	4/21/16	8/2/2016	9/22/2016	7/14/2016	8/10/2018
4/28/2016	5/15/2018	6/8/16		5/3/17	5/19/16	9/29/2016	10/13/2016	7/28/2016	8/23/2018
9/8/2016	5/24/2018	7/13/16	2/23/2017	5/8/17	6/9/16	11/1/2016	11/10/2016	9/8/2016	9/13/2018
9/22/2016	5/25/2018	8/10/16	6/8/2017	6/14/17	6/16/16			9/22/2016	9/27/2018
	6/7/2018		12/14/2017	6/26/17	7/11/16	1/23/2017	2/7/2017	10/13/2016	10/18/2018
1/12/2017	6/14/2018	6/14/17		7/12/17	7/21/16	8/1/2017	5/9/2017	10/27/2016	10/25/2018
1/13/2017	6/21/2018	7/12/17	6/21/2018	8/9/17	8/18/16	8/24/2017	7/11/2017	12/22/2016	11/8/2018
1/26/2017	6/28/2018	8/9/17	6/28/2018	8/22/17	9/8/16	11/7/2017	9/12/2017		11/29/2018
1/26/2017	7/12/2018	8/17/17	9/13/2018	9/13/17	10/20/16		11/7/2017	1/12/2017	12/13/2018
2/9/2017	7/26/2018	9/13/17		9/25/17	10/27/16	1/29/2018		1/13/2017	
2/23/2017	7/26/2018	10/11/17	2/14/2019	10/11/17	12/8/16	6/19/2018	1/9/2018	1/13/2017	1/24/2019
3/9/2017	8/10/2018	11/8/17		12/13/17		6/29/2018	2/6/2018	1/23/2017	1/24/2019
3/23/2017	8/23/2018	12/13/17			1/12/17		2/13/2018	1/26/2017	2/5/2019
4/13/2017	9/13/2018			2/7/18	1/19/17		3/6/2018	2/23/2017	2/6/2019
4/27/2017	9/27/2018	1/10/18		3/12/18	1/23/17		6/12/2018	3/23/2017	2/14/2019
5/9/2017	10/11/2018	2/7/18		6/13/18	2/16/17		9/11/2018	4/27/2017	
5/25/2017	10/18/2018	2/16/18		6/20/18	3/16/17			5/25/2017	
6/8/2017	10/25/2018	3/7/18		7/11/18	4/13/17		1/8/2019	6/8/2017	
6/13/2017	11/8/2018	4/11/18		8/8/18	4/20/17			6/22/2017	
6/22/2017	11/29/2018	5/9/18		9/12/18	4/27/17			7/27/2017	
7/13/2017	12/13/2018	6/13/18		10/10/18	5/25/17			8/24/2017	
7/27/2017		7/11/18		11/20/18	6/8/17			9/14/2017	
8/10/2017	1/10/2019	8/15/18		12/12/18	6/15/17			9/28/2017	
8/24/2017	1/10/2019	9/12/18			6/22/17			10/26/2017	
9/14/2017		10/10/18		1/9/19	7/13/17			11/9/2017	
9/28/2017	1/10/2018	11/7/18		1/9/19	8/24/17			11/30/2017	
10/12/2017	1/10/2019	12/12/18		2/13/19	9/21/17			12/21/2017	
10/26/2017	1/24/2019				9/28/17				
10/26/2017	1/24/2019	1/9/19			11/9/17			1/25/2018	
11/9/2017	2/5/2019	2/13/19			12/14/17			1/25/2018	
11/30/2017	2/6/2019							2/8/2018	
12/14/2017	2/14/2019							2/22/2018	
12/21/2017					1/18/18			3/22/2018	
					1/25/18			4/12/2018	
					3/22/18			4/26/2018	
1/25/2018					3/30/18			5/10/2018	
1/25/2018					4/12/18			5/24/2018	
2/8/2018					5/10/18			6/7/2018	
2/22/2018					6/14/18			6/14/2018	
2/27/2018					6/21/18			6/21/2018	
3/8/2018					6/28/18			6/28/2018	
3/14/2018					8/10/18			7/12/2018	
3/22/2018					9/13/18			7/26/2018	
3/30/2018					10/11/18				
4/12/2018					11/8/18				
					12/13/18				
					1/10/19				
					2/14/19				

* Items in Black are not done

* Items in Red are done

RESOLUTION NO. CC 2019-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A POLICY FOR APPROVAL OF MEETING MINUTES

RECITALS

WHEREAS, the State Controller's Office ("SCO") recently conducted a review of the City's existing internal control system for conducting operations, preparing financial reports, safeguarding assets, and ensuring proper use of public funds; and

WHEREAS, the SCO's report released on January 23, 2019, identified some deficiencies in the City's internal control system; and

WHEREAS, in an effort to implement best practices, and to address certain concerns set forth in the SCO's report, the City Council desires to implement certain policies and procedures; and

WHEREAS, the SCO's finding recommends that the City establish policies and procedures to ensure that meeting minutes for the City's governing bodies are promptly transcribed, reviewed, approved and posted to the city's website, the Policy and Procedures for Preparation of City Council, Board/Commission Meeting Minutes is attached hereto as Exhibit A, and incorporated herein by reference.

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: The City Council hereby adopts the Policy and Procedures for Preparation of City Council, Board/Commission Meeting Minutes, attached hereto as Exhibit A.

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

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and 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 February 28, 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk



CITY OF INDUSTRY

Exhibit A

February 14, 2019

MEMORANDUM

Policy and Procedures for Preparation of City Council, Board/Commission Meeting Minutes

Purpose

To establish the format of the official minutes of all City Council, Board/ Commission meeting minutes (and all their subsidiary functions.)

Policy

The meeting minutes will be “action only” minutes and will include the item title, staff recommendations, Board/Commission and or City Council recommendations, the action and the vote.

Public Hearings will include a list of people speaking in favor and in opposition to the item under consideration.

The record of all items of business considered by the City Council (or their other subsidiary functions) shall consist solely of a brief title identifying each item of business, the recommendation of any Board or Commission, the recommendation of staff, the motion made, and the vote taken. The record of that portion of the City Council meeting devoted to reports from the Mayor, the City Attorney, and the other staff shall consist of a brief description of the subject matter of the report and of any description, provided that the record or any part thereof shall be verbatim if so requested by a member of the City Council prior to approval of the minutes.

It is the goal of the City Clerk’s office to azenized current City Council meeting minutes for approval within one (1) month of its meeting date, as well as posting meeting minutes on the City’s Website, within approximately one (1) month of the meeting date.

Monthly Board/Commission meetings minutes will be azenized for approval at the regularly scheduled Board/Commission meeting within 2 months of the meeting date.

Hard copies of all Council, Boards/Commission meeting agendas and minutes will be available in the City Clerk’s office during normal business hours. Minutes will be maintained on the City’s website for a minimum of three (3) years from the date of original posting.

The following Boards/Commission shall be in compliance of this policy with respect to the meeting minutes;

- City of Industry Planning Commission
- Successor Agency to the Industry Urban Development Agency

- Civic-Recreational Industrial Authority
- Industry Property and Housing Management Authority
- Industry Public Facilities Authority
- Industry Public Utilities Commission

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *gn*

DATE: February 28, 2019

SUBJECT: Consideration of Amendment No. 3 to the Professional Services Agreement with Cartegrah Systems, Inc. for Work Order Geographic Information System Software in the amount of \$123,446.75 through March 21, 2022 (MP 16-06)

Background:

On February 11, 2016, the City Council approved a Professional Services Agreement ("Agreement") with Cartegrah Systems, Inc., ("Cartegrah") to provide work order geographic information system ("GIS") software to track the City's field operations and City assets.

On June 9, 2016, the City Council approved Amendment No. 1 to the Agreement with Cartegrah to provide additional data collection to comply with best practices which included extraction and asset module services for the following assets: sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection. The additional services required an increase in compensation in the amount of \$183,200.

On September 28, 2017 the City Council approved Amendment No. 2 to the Agreement as the City hired additional City staff and contractors during that time which required access to the Cartegrah system and increased compensation in the amount of \$38,933.28.

Discussion:

City staff is requesting consideration of Amendment No. 3 to the Professional Services Agreement as the term is set to expire. The renewal for services provided by Cartegrah to maintain the City's field assets will extend the term through March 21, 2022. Also included as part of this Amendment are additional services that Cartegrah will be providing to the City. First, a new Advanced User Tool extension will allow the City to create new assets within Cartegrah, including access to API for integration building and

access to add customized assets. Second, a new service will be implemented, called SeeClickFix, that will allow the public to report concerns, such as potholes, available online and through an application. Third, the continuation of a Test Environment that allows staff to implement the entry of the IPUC database while not disrupting the current live environment of the program.

Lastly, a new service known as Advanced Assets will provide access to create Preventative Maintenance Plans. It will also create access to the following Performance Management areas, such as Prediction Groups, Minimum Condition Groups, Activities and Impacts, Criticality Factor and Install/Replaced Dates. Without the Advanced Assets function, the client would only have available a five-star rating option for inspections, which is limited in detailed information that can be inputted.

Fiscal Impact:

Appropriate \$123,446.75 to General Fund – Information Technology– Computer Software (Account No. 100-525-5695.04 for Amendment No. 3 to the Professional Services Agreement.

Recommendations:

- 1) Approve Amendment No. 3 to the Professional Services Agreement with Cartegraph Systems, Inc. in an amount of \$123,446.75 dated February 28, 2019 and;
- 2) Appropriate \$123,446.75 to General Fund – Information Technology– Computer Software (Account No. 100-525-5695.04)

Exhibit:

- A. Amendment No. 3 to the Professional Services Agreement with Cartegraph Systems, Inc. dated February 28, 2019.

TH/JN:jv

EXHIBIT A

Amendment No. 3 to the Professional Services Agreement with Cartegraph
Systems, Inc. dated February 28, 2019

[Attached]

**AMENDMENT NO. 3
TO THE CARTEGRAPH SYSTEMS, INC., PROFESSIONAL SERVICES
AGREEMENT**

This Amendment No. 3 to the Cartegraph Systems, Inc., Professional Services Agreement (“Agreement”), is made and entered into this 28th day of February, 2019, by and between the City of Industry, a California municipal corporation (“City”) and Cartegraph Systems, Inc., an Iowa corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 18, 2016, the Agreement was entered into and executed between the City and Consultant to provide work order geographic information system software; and

WHEREAS, on or about June 9, 2016, Amendment No. 1 to the Agreement was entered into and executed between the Parties in order to comply with best practices to include asset module services for sign, support, sidewalk, ADA ramp, median, landscape, trees, parcel, water, bus stop and pavement inspection in the Agreement; and

WHEREAS, said amendment increased the compensation in the amount of \$183,200; and

WHEREAS, on or about September 28, 2017, Amendment No. 2 to the Agreement was entered into and executed between the Parties to increase the number of user licenses to accommodate additional staffing; and

WHEREAS, said amendment increased the compensation in the amount of \$38,933.28; and

WHEREAS, the Parties desire to extend the term of the Agreement through March 21, 2022; and

WHEREAS, the Parties desire to increase the compensation for the term extension in the amount of \$123,446.75; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into the Amendment No. 3, as set forth below.

AMENDMENT

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

Section 1. Term, shall be revised to read in its entirety as follows:

Section 1. Term

This Agreement shall commence on February 12, 2019, and shall remain and continue in effect until tasks described herein are completed, but in no event after than March 21, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

The third sentence of Section 4 is hereby amended to read in its entirety as follows:

Section 4. Payment

This total amount shall not exceed Five Hundred Twenty Thousand Five Hundred Eighty Dollars and Three cents (\$520,580.03) for the total Term of the Agreement including any additional requested training or conversion services, unless additional payment is approved as provided in this Agreement.

Exhibit B Rate Schedule

The Rate Schedule shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“CITY”
CITY OF INDUSTRY**

**“CONSULTANT”
CARTEGRAPH SYSTEMS, INC.**

By: _____
Troy Helling, City Manager

By: _____
Ben Murray, CFO

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT B
RATE SCHEDULE

YEAR 4			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform – Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, Hosting fees included, 3/22/19-3/21/20	1	\$10,150.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,145.00
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	1	\$1,030.00
SeeClickFix Extension	SeeClickFix Subscription, 10 users	1	\$4,800.00
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$18,025.00
Cartegraph OMS Test	Test Environment	1	\$2,400.00
FIELD SERVICES			
Implementation Services	Fixed Fee Service	1	\$6,600.00
YEAR 4-SUB-TOTAL			\$44,550.00
YEAR 5			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform – Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, Hosting fees included, 3/22/20-3/21/21	1	\$10,304.50
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,591.35
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	1	\$1,060.90
SeeClickFix Extension	SeeClickFix Subscription, 10 users	1	\$4,944.00
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$18,566.00
Cartegraph OMS Test	Test Environment	1	\$2,472.00
YEAR 5-SUB-TOTAL			\$39,938.75

YEAR 6			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform – Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment, Hosting fees included, 3/22/21-3/21/22	1	\$10,464.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,639.20
Cartegraph OMS Extension	Advanced User Tools per-citizen Subscription	1	\$1,092.80
SeeClickFix Extension	SeeClickFix Subscription, 10 users	1	\$5,093.00
Cartegraph OMS Users	User Pack Subscription – 100 Named Users	1	\$19,123.00
Cartegraph OMS Test	Test Environment	1	\$2,546.00
YEAR 6-SUB-TOTAL			\$39,958.00
TOTAL COST (YEARS 4-6)			\$123,446.75

NOTES:

The pricing listed above does not include applicable sales tax. The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses. Offline with Cartegraph for iPad is not included in this price. Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments. This Purchase Agreement #PA1046 together with the Cartegraph Solutions Agreement, constitutes the final, complete and exclusive statement of the agreement between the Parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the Parties

EXHIBIT A TO AMENDMENT NO. 3:

**CARTEGRPAH SYSTEMS, INC., PROFESSIONAL SERVICES AGREEMENT
DATED MARCH 18, 2016**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 18, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City/Customer") and Cartegraph Systems, Inc. an Iowa corporation ("Consultant/Cartegraph"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, as attached in Exhibit A "Cartegraph Purchase Agreement: PA 275," and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 11, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, "Cartegraph Master Agreement: #MA 185," attached hereto and incorporated herein by reference subject to the conditions set forth therein. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant annually, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, "Cartegraph Purchase Agreement: #PA 275," ("Rate Schedule"), attached hereto and incorporated herein by this reference, based upon actual time spent on the above tasks. Additional costs for staff training and hardware may be incurred at the City's request with City Manager approval, provided that the total amount does not exceed the amount approved in this Agreement. This total amount shall not exceed One Hundred and Seventy Five Thousand Dollars (\$175,000.00) for the total Term of the Agreement including any additional requested training or conversion services, unless additional payment is approved as provided in this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit B, the terms of this Agreement shall prevail.

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

(c) Consultant shall submit invoices for services as detailed in Exhibit B "Cartegraph Purchase Agreement: #PA 275." Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ninety (90) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City, and any termination fee set forth in Section 10.F of Exhibit A. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential

financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

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

To Consultant: Cartegraph Systems, Inc.
Randy L. Skemp, Executive Vice President/CRO
3600 Digital Drive
Dubuque, Iowa 52003

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

"CONSULTANT"
Cartegraph Systems, Inc.

By: Paul J. Philips
Paul Philips, City Manager

By: Randy L. Skemp
Randy L. Skemp,
Executive Vice President/CRO

Attest:

By: Cecelia Dunlap
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

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

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

EXHIBIT A

SCOPE OF SERVICES

CARTEGRAPH MASTER AGREEMENT #MA185

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

- A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.
 - 1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").
 - 2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.
 - 4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.
 - 5. Client Software is a copy of Software residing on a Client that interacts with Server Software.
 - 6. Data Files are those files which contain data that is input by the Customer during the use of the Software.
- C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.
 - 1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.
- D. Customer agrees the Software license for the Software is limited as follows:
 - 1. Browser Based User – Each browser based user is defined by unique ID and password.
 - 2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.
- E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.
- F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.
- G. Customer shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.
- H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

- A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.

- B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause Irreparable Injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.
 - C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.
 - D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.
- 3. License Fees, Support Charges, Services and Hosting Charges.**
- A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.
 - B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 20G of available file storage. If additional storage is required, the Customer can purchase in 10G increments
 - C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.
 - D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.
 - E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not incur any expenses without prior written approval by the City.
- 4. Delivery and Installation.**
- A. On-Site Installation**
- 1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.
 - a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.
 - b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.
 - c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
 - d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer.
 - e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.
- B. Hosting**
- 1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.
 - a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.
 - b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute

delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.

- c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.
- d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.
- e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. Hosting Services

- a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.
- b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.
- c. Customer shall have access to and be permitted to use the Server Software via Clients.
- d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.
- e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.
- f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers
- g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.
- h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.
- i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.
- j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. Availability of Host Computer System.

- a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement. However, all assignment and subcontracting is subject to the provisions of Section 15 of the Agreement.
- b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.
- c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

- A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.

1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.
 2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.
 3. Support may also include upgrades to Software.
- B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

- A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").
- B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.
- C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

- A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.
- B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.
- C. Customer is responsible for performing Software back-ups in accordance with published documentation.
- D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.
- E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.
- F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

8. **Software Modification.** Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

- A. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.

10. Termination.

- A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.
- B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.

- C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.
- D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.
- E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such Intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.
- F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- G. If Software, Support, Services or Hosting are not funded for future fiscal years under the City's legal budgeting process for such governmental entity, City may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.
- H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.
- I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:
 - 1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,
 - 2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or
 - 3. There is an assignment of this Agreement without the prior written consent of Cartegraph.
- J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

- A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.
- B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.
- C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.
- D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.
- E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.
- F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER. IN THE EVENT OF TERMINATION OF THE AGREEMENT DUE TO BREACH, THE CITY SHALL NOT BE LIABLE FOR ANY CANCELLATION FEES, INCLUDING, BUT NOT LIMITED TO, THE CANCELLATION FEE SET FORTH IN SECTION 10.F

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

- A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
 - B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF COMPENSATION TO CARTEGRAPH, AS SET FORTH IN SECTION 4(a) OF THE AGREEMENT
- 13. U.S. Government Restricted Rights.** The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights In Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.
- 14. Proprietary Rights and Confidential Information of Cartegraph.**
- A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.
 - B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.
- 15. Proprietary Information of Customer.**
- A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.
 - B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.
- 16. Infringement Indemnification.**
- A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.
 - B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.

- C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

17. Miscellaneous.

- A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.
- B. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
- C. Force Majeure. If any cause beyond Cartegraph's/the City's reasonable control prevents Cartegraph/the City from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.
- D. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The "Software," as defined in Master Agreement #MA185, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

- a. *Campus – www.cartegraph.com/campus***
Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.
- b. *Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***
When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
- c. *Secure, Live Remote Support***
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

- a. *Convenient Online Resources***
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
- b. *Regional User Groups***
Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

- a. *New Software Releases***
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.
- b. *Hot Fixes***
If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph Systems, Inc.

Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA185.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will setup a hosted, production OMS environment. If a test or sandbox environment is purchased, Cartegraph will also setup a hosted, test OMS environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.

Consulting

- Cartegraph will provide up to two (2) remote requirement gathering workshops, a total of four (4) hours, to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Home Screen
 - Logins/Permission
 - Layers
 - Filters

- Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Request functionality. Training topics include:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Work functionality. Training topics include:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management

- Cartegraph will provide train-the-trainer training on OMS Asset functionality as it relates to the assets referenced within the Asset section of the scope. Training topics include:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

- Cartegraph will provide remote “train-the-trainer” training, not to exceed four (4) hours, on OMS Fleet functionality. Training topics include:
 - Fleet Management in OMS
 - Preventative Maintenance Schedules
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail Information
 - Fleet Reports

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Resource functionality. Training topics include:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management

- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on Cartegraph for iPad functionality. Training topics include:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - Create and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on OMS Administrator functionality. Training topics include:
 - Administrator:
 - User Administration, Role Administration, Import/Export, Error Log
 - Settings:
 - System Settings, Base Map Administration, Geocode Settings, GIS Integration Settings, Background Task Scheduler, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
 - Cartegraph Administrator Application
 - Report Creation

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on Advanced Request functionality. Training topics include:
 - Internal Requests
 - YourGOV
 - Requester Notifications

- Issue Library settings and management
- YourGOV web and smartphone functionality, including Create Request, View Request, and View Status
- Cartegraph recommended best practices for advanced request management

Go-Live Support

- Cartegraph will provide up to two (2) remote web conferences (not to exceed 4 hours total) to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following thirty (30) asset types:
 - Transportation (7)
 - Light Fixture, Marking, Sidewalk, Pavement, Pavement Area, Sign, and Support
 - Sewer (7)
 - Sewer Cleanout, Sewer Facility, Sewer Force Main, Sewer Lateral, Sewer Main, Sewer Manhole, and Sewer Pump
 - Storm (9)
 - Storm Basin, Storm Channel, Storm Culvert, Storm Facility, Storm Inlet, Storm Manhole, Storm Outlet, Storm Pipe, and Storm Pump
 - Facility (7)
 - Facilities, Electrical Generators, Facility Lighting, Fire Protection, HVAC Equipment, Plumbing Fixtures, and Roofing Systems

- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.

2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, however, Cartegraph shall provide the City with a summary of available Field Services six months from the Effective Date of this Agreement. In the event Cartegraph fails to provide the City with the summary, the Field Services shall expire upon termination of this agreement. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

EXHIBIT B

RATE SCHEDULE

CARTEGRAPH PURCHASE AGREEMENT #PA275

Purchase Agreement

Investment Summary

Cartegraph's for this project are included in the summary below.

Date: March 18, 2016

Purchase Agreement No.: #PA275

	Purchase Type	Qty.	Total Price
YEAR 1			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	Esri User Pack Subscription – 50 Named Users	1	\$10,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			(<i>\$500.00</i>)
FIELD SERVICES			
Implementation Services	Fixed Fee Service	1	\$26,800.00
YEAR 1 SUB-TOTAL			\$58,800.00

YEAR 2			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
YEAR 2 SUB-TOTAL			\$22,000.00
YEAR 3			
SOFTWARE PRODUCTS			
Cartegraph OMS – Platform - Enterprise	Per-citizen Subscription, Cartegraph Cloud Deployment	1	\$5,000.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription, Included in Enterprise	1	\$5,000.00
Cartegraph OMS Extension	Advanced Assets per-citizen Subscription	1	\$1,500.00
Cartegraph OMS Extension	Advanced Requests per-citizen Subscription	1	\$1,000.00
Cartegraph OMS Users	User Pack Subscription – 50 Named Users	1	\$10,000.00
<i>Discount</i>			<i>(\$500.00)</i>
YEAR 3 SUB-TOTAL			\$22,000.00
TOTAL COST (3-YEAR TERM)			\$102,800.00

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the effective date of this Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$32,000.00 due upon execution of the Purchase Agreement.
 - b. \$22,000.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$22,000.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon execution of the Purchase Agreement and the remaining 50%, 2 months from execution of Purchase Agreement, whichever is sooner.
5. **Expenses:** In providing the services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately. **Cartegraph** shall not incur any out-of-pocket expenses without the prior written approval of the City.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice. Subject to the provisions of Section 4 (c) of the agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: February 28, 2019

SUBJECT: Consideration of Change Order No. 1 for Industry Hills Trail Grading Restoration Phase B (Project No. CIP-IH-18-006-B) with DELT Builders Inc., (Contract No. DS-18-039-B)

Background:

On May 10, 2018, the City Council awarded Contract No. DS-18-039-B for Industry Hills Trail Grading Restoration Phase B, in the amount of \$354,109 to DELT Builders Inc. This project consists of sidewalk and trail improvements, exercise equipment concrete pads, construction of stairways, removal of existing curb ramps, removal of PCC sidewalks and other minor improvements.

On July 26, 2018, due to security concerns, the City Council approved revisions to the original contract which moved the location of the exercise equipment pads to the existing grass area at the corner of Azusa Ave. and Temple Ave. under Option A (See Exhibit B).

Discussion:

After the project was awarded, the Contractor was issued a plan revision which was not part of the original scope of work and contract.

The Contract City Engineer has reviewed the following change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 1:** The Contractor was issued a plan revision to relocate the exercise equipment pads to the grass area at the corner of Azusa Ave. and Temple Ave. The revisions to the work include removal of the grass area to accommodate the exercise pads and construction of a concrete sidewalk and mow strip. The Contractor submitted a cost in the amount of \$77,474.95 which is in line with Staff's anticipated additional cost.

Table 1 - Summary of Extra Costs

Contract Amount	\$354,109.00
Change Order No. 1	\$77,474.95
Revised Project Cost	\$431,583.95

Table 2 – Summary of Approved Construction Budget Amount (May 10, 2018)

Base Bid (DELT)	\$354,109.00
Contingency Allowance	\$85,410.00
Total Original Project Budget	\$439,519.00

The revised contract amount, including Change Order No. 1, totals \$431,583.95. This is within the original budgeted amount of \$439,519.

Fiscal Impact:

There is no fiscal impact due to Change Order No. 1.

Recommendations:

- 1.) Approve Change Order No. 1 in the amount of \$77,474.95 and authorize the Mayor to execute the approved change order

Exhibits:

- A. DELT Builders, Inc., Change Order No. 1, dated February 28, 2019

TH/JN/GP:jv

EXHIBIT A

DELT Builders, Inc., Change Order No. 1, dated February 28, 2019

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

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

Change Order No. 1

Project Industry Hills Trail Grading Restoration Contract No. DS-18-039-B Date February 28, 2019
 Phase B

Type Trail Grading Contractor DELT Builders, Inc.

Location Industry Hills Trail

Explanation:

Relocate the exercise equipment pads to the grass area including new sidewalk and mow strip at Azusa Ave and Temple Ave.

Extra Work by: Contract Items X T & M
 Negotiated

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Relocate exercise equipment pads	1	LS	\$77,474.95	
TOTAL COST				\$77,474.95	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	% of Contract Amount
Original Contract Amount \$ 354,109.00	Other Additive (Profit & Bond Fee)
Total Previous Change Orders 0.00%	Total T & M \$ -
Total Change Orders \$ 77,474.95 21.88%	Pay This CHANGE ORDER \$77,474.95 21.88%

Authorized by _____ Additional Contract Days 20

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

[Signature] 2/12/19
 Contractor Representative Date
[Signature] 2/13/19
 Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager Date
[Signature] 2.13.19
 Gerardo Perez, Project Manager Date



DELT BUILDERS

9559 CENTER AVE., SUITE H
 RANCHO CUCAMONGA, CA. 91730
 909-466-4810 FAX 909-466-4811
 E-MAIL: INFO@DELTBUILDERS.COM

CHANGE ORDER REQUEST #001

DATE: 2/5/2019 JOB#: 18003 TITLE: INDUSTRY HILLS TRAIL GRADING PHASE B

TO: GERRY PEREZ
 COMPANY: CITY OF INDUSTRY
 ADDRESS: 15625 E. STAFFORD STREET
CITY OF INDUSTRY, CA. 91744

TITLE / FIELD ORDER / INSTRUCTION BULLETIN / CONSTRUCTION
 CHANGE DIRECTIVE:

PHONE #: _____ 626-333-2211
 FAX #: _____

GENERAL DESCRIPTION

ADDITIONAL COSTS ASSOCIATED WITH NEW DESIGN. INCLUDING ADDITIONAL GRASS DEMOLITION, ADDITIONAL SOIL REMOVAL, ADDITIONAL CONCRETE SIDEWALKS, NEW MOW CURB, ADD RUBBER SURFACE TO EQUIPMENT PADS. LANDSCAPE IRRIGATION TO RE-ROUTED BY CITY, GRASS TO BE REPAIRED BY CITY, ALL SURVEY TO BE PERFORMED BY CNC ENGINEERING.

PRICING

CONTRACTOR	DESCRIPTION	LABOR	MATERIALS	EQUIPMENT	LUMP SUM	MARKUP (%)	TOTALS
DELT BUILDERS	PROJECT PROTECTION SILT FENCE, SAND BAGS OR STRAW BARRIER				\$12,000.00		\$ 12,000.00
REGAN	GRASS REMOVAL, CONCRETE WORK, DIRT HAUL AWAY				\$ 50,830.00		\$ 50,830.00
DELT	RUBBER SURFACE				\$ 13,500.00		\$ 13,500.00
DELT BUILDERS	5% ON SUB COST						\$ -
SUBTOTALS		\$ -	\$ -	\$ -	\$ 76,330.00		\$ 76,330.00

APPROVALS

DELT BUILDERS _____ Tom Mithers DATE 2/6/2019
 CONSULTANT _____ DATE _____
 OWNER _____ DATE _____

SUMMARY

BOND COSTS 1.50% \$ 1,144.95
 OTHER _____
GRAND TOTAL \$ 77,474.95

\\cedar\design\cnc\CP-18-005-B Trail Grading Plan\Trail Project (CP No 100)\Exhibit 18-005 B Equipment Pad Relocation.dwg

7/13/2018 8:28 AM



EQUIPMENT PAD LAYOUT OPTION A

Prepared by:

CNC
ENGINEERING

255 N. Hacienda Blvd., Ste. 22
City of Industry, Ca. 9174
Phone (626) 333-033
Fax (626) 336-707

Consulting Civil Engineers - Surveyor

SCALE 1" = 30'

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Arlene Lopez, Project Manager, CNC Engineering *AL*

DATE: February 28, 2019

SUBJECT: Consideration of a Professional Services Agreement with Interior Images, Inc. for Interior Design Services at the El Encanto Healthcare and Habilitation Center in an amount not to exceed \$58,885

Background:

El Encanto Healthcare and Habilitation Center is in need of upgrades and improvements to the carpet, moulding wall covering and hand rails. As the owner of the facility, the City included \$465,000 in Capital Improvements, in the current CIP budget. This is the design contract for these improvements. These improvements were originally slated to begin a couple of years ago as the flooring and wall coverings are over 20 years old. The design work is necessary to ensure that the upgrades are done in compliance with any and all regulations that a that a Skilled Nursing Facility and Developmentally Disabled Center are subject to and will improve the facility's ability to negotiate contracts to fill more beds and lead the way for the larger sub-acute facility renovations that are forthcoming.

Discussion:

Interior Images, Inc. is an interior design firm specializing in senior housing, including skilled nursing facilities. Interior Images will provide interior design services for the improvement and renovation of various areas at El Encanto Healthcare Facility including corridors, dining rooms, the rehabilitation room, the computer lab, and nurse's stations. Interior Images will provide the required specifications and drawings to bid the work as well as provide overall project management to ensure that the work is completed as specified. Interior Images is very familiar with the State's Regulatory Agency, Office of Statewide Health Planning and Development (OSHPD), and will make sure that all plans comply with OSHPD requirements and regulations.

Fiscal Impact:

The El Encanto Healthcare and Habilitation Center project (Project No. CIP-FAC-19-064-B) is included in the 2018-2019 Capital Improvement Program Adopted Budget in the amount of \$465,000. The 2015 Sales Tax Bond Proceeds has been allocated to the

Capital Improvements - El Encanto C.I.P.- Planning, Survey and Design (Account No. 120-712-5130). No additional appropriations are needed at this time.

Recommendation:

Staff recommends that the City Council approve the Professional Services Agreement with Interior Images, Inc.

Exhibit:

- A. Professional Services Agreement with Interior Images, Inc. dated February 28, 2019

TH/JN/AL:jv

EXHIBIT A

Professional Services Agreement with Interior Images, Inc. dated February 28, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of February 28, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Interior Images, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing interior design services at El Encanto Healthcare and Habilitation Center, serving a municipal agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty-Eight Thousand Eight Hundred Eighty-Five Dollars (\$58,885.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

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

To Consultant:

Interior Images, Inc.
4845 Green Crest Drive
Yorba Linda, CA 92887
Attention: Cheryl A. Sanders, President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Interior Images, Inc.

By: _____
Troy Helling, City Manager

By: _____
Cheryl A. Sanders, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide interior design services for the improvement and renovation of various areas at El Encanto Healthcare Facility, located at 555 El Encanto Road City of Industry CA, including, but not limited to, corridors, dining rooms, the rehabilitation room, the computer lab, and nurse's stations from the design phase through installation.

Consultant shall provide plans specifications for materials and goods to be purchased including the basic categories of flooring, wall finishes, window treatments, cabinetry finishes, handrails and bumper guards, as well as for miscellaneous finishes such as; furniture, moveable lighting, signage, art and accessories. See also the Deliverables table in Item 4 below 4: Design Development/Drafting for all drawing documentation to be furnished by the consultant. The renovations of the following locations shall be included in the plans and specifications to be provided by the Consultant:

1. All Corridors except those in the DD area
2. The Dana Point Dining Room
3. The Venice Dining Room
4. The Balboa Dining Room
5. The Rehab Room
6. The Computer Lab
7. Resurfacing of Nurses Stations (3)

I. BASIC SERVICES:

1. Programming

- a. The evaluation and development of a design concept, color scheme and scope of work, as it relates to a proposed budget.
- b. Assess and program the furniture fixtures and equipment ("FF&E") needs of all areas.

2. Research

- a. Materials research and conferring with the City.
- b. Explore all possible options for the accepted design concept and color pallet; including all drapery and upholstery fabrics, floor coverings, paint colors, furniture and cabinetry finishes, lighting styles, signage and accessories.
- c. Review of all code compliance including ADA, Life/Safety, Seismic, Infection Control, Wayfinding and any other licensing survey code compliance issues.

3. Specification

- a. The determination of the correct size, shape, function and placement of furniture, equipment (such as small appliances), office equipment, timeclocks, rehab equipment, handrails, moveable lights and accessories.

- b. The designation of specific materials and finishes selected from what was previously gathered during the research phase. Includes colors, sizes, code compliance and pricing for all materials needed.
- c. The documentation of all finishes, locations and materials as they relate to the budget.
- d. Consultant shall submit all specifications for the City to include in the City's specification template documents

Exclusions:

- 1. Consultant is not responsible for the layout, coordination or installation of I.T. or low voltage cabling, other than the determination of the locations of TV's, computers, copiers, fax machines, nurse call monitoring or patient alarms.
- 2. Consultant is not responsible for the design or specification of commercial ceilings, unless specifically requested by the City and may be classified as "Additional Services".
- 3. Consultant is not responsible for the specification of anything from the Mechanical, Electrical, Plumbing or Landscaping disciplines.
- 4. Consultant is not responsible for the competitive, bidding processes for the City or of third-party subcontractors or vendors.

4. Design Development/Drafting

- a. To further the overall design of the project in coordination with the City, through the evaluation of the anticipated function and flow of facility operations throughout the given spaces, as they relate to the interior design scope of work.
- b. To produce computer generated CAD/Revit drawings and coordinate with the City to execute the intent above (a).
- c. Draft all drawings necessary in CAD/Revit and create the Document Deliverables listed below.

General Notes/Requirements
Furniture & Small Equipment Floorplans (as needed)
Responsibility Matrix (as needed)
Paint Plans & Schedule
Flooring Plans & Schedule
Cabinetry Elevations (as needed)
Finish Schedule – All Interior Finishes as needed

5. Presentation

- a. The initial programming work will conclude with a presentation showing all of the proposed materials, fabrics and finishes to be used in order to complete the project, including prices for same. This presentation will demonstrate the final interior design concept through the use of large samples of all materials to be used, vendor catalog photos, computer generated floor plans, furniture layouts and elevations in person to the

representative of the City. This does not include a standard Materials Presentation Board, which will only be produced at the specific request of the City, and will be billed as "Additional Services".

6. Project Management

- a. The evaluation of job progress on site and coordination with any sub-contractors' work, as it relates to the Consultant's scope of work.
- b. The reselection of any materials or goods that have been discontinued or are no longer available, after the presentation.
- c. Review of all RFP's, responses to RFPs and shop drawings.
- d. To be on site as needed and requested by the City to oversee installation.

7. Installation

- a. To supervise the installation of all items included in the Consultant's scope of work. Jobsite visits will be only as needed.

EXHIBIT B

RATE SCHEDULE

Senior Designer/Project Manager	\$165.00/hour
Associate Designer/Draftsman	\$140.00/hour
Intermediate Designer/Draftsman	\$130.00/hour
Design Assistant/Draftsman	\$100.00/hour
Purchasing Coordinator	\$ 75.00/hour

ADDITIONAL SERVICES: Additional Services are those services either requested by the City that are outside the scope of the Basic Services listed, or those services required in order to meet any unexpected compliance required by any governmental agency. These services will be billed at the hourly rates listed above, and are in addition to the not-to-exceed amount agreed to by the City.

REIMBURSABLE EXPENSES: Consultant shall be reimbursed for out-of-pocket expenses incurred on behalf of the project such as messenger services, printing and other forms of reproducing drawings, specifications and documents. These expenses will be invoiced at our cost.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Philip De Jong, Field Operation Project Manager, CNC Engineering *PD*

DATE: February 28, 2019

SUBJECT: Consideration of a Maintenance Services Agreement with Mariposa Landscapes, Inc. for pruning trees at El Encanto Healthcare Facility in an amount not-to-exceed \$29,800 from February 28, 2019 to February 28, 2020

Background:

Per Section 3.52.120 of the City's Municipal Code concerning the procedure for awarding maintenance service contracts, any contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding or by negotiated contract, at the discretion of the City Council. Many of the trees at the El Encanto Healthcare Facility are in need of trimming. A few years ago, we had one fall on the office area and damage the roof. This contract is to trim 76 trees on the property.

Discussion:

Three informal bids were received from Mariposa Landscapes, Inc., ("Mariposa") in the amount of \$29,800, West Coast Arborists, Inc. in the amount of \$32,860 and Tom Day Tree Service, Inc. in the amount of \$51,380. It was determined that Mariposa was the lowest bid and we recommend approval of the Maintenance Services Agreement with Mariposa.

Fiscal Impact:

The Maintenance Services Agreement is for an amount not to exceed \$29,800. The fiscal impact associated with this action requires an appropriation of \$29,800 to General Fund – El Encanto – Property Maintenance (Account No. 100-620-8510).

Recommendations:

- 1) Approve the Maintenance Services Agreement with Mariposa Landscape, Inc. in an amount not-to-exceed \$29,800 dated February 28, 2019; and

- 2) Appropriate \$29,800 from General Fund – El Encanto – Property Maintenance (Account No. 100-620-8510).

Exhibit:

- A. Maintenance Services Agreement with Mariposa Landscapes, Inc. dated February 28, 2019
-

TH/JN/PDJ:jv

EXHIBIT A

Maintenance Services Agreement with Mariposa Landscapes, Inc. dated
February 28, 2019

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of February 28, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Mariposa Landscapes, Inc., a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing tree pruning services at El Encanto Healthcare Facility, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay the Contractor a lump sum. Amount not to exceed Twenty-Nine Thousand Eight Hundred Dollars (\$29,800.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of

Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subContractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of

the Agreement and require the same of any subContractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

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

Attention: City Manager

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

To Contractor: Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale, CA 91706

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. 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.

19. 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.

20. 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.

21. 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.

22. WAIVER

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

23. 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.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONTRACTOR”
Mariposa Landscapes, Inc.

By: _____
Troy Helling, City Manager

By _____

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

This proposal provides for all labor, materials, equipment and hauling of all materials to perform all services as listed below on approximately 76 trees at El Encanto.

1. Far east side of El Encanto parking lot - Tree and stump removal of one diseased/declining Evergreen Pear
2. Facility access road on north side of El Encanto - Tree and stump removal of three declining Eucalyptus
3. El Encanto Access road from Parriott Place - Tree and stump removal of one diseased/declining Eucalyptus
4. South side of El Encanto property - Remove one leaning Eucalyptus
5. South side of El Encanto property in raised planter - Remove two dying Carolina Cherry trees
6. El Encanto Access road from Parriott Place - Crown clean dead branches and crown thin 15% live growth to reduce end weight on seven Eucalyptus
7. Facility access road on north side of El Encanto - Crown clean dead branches and thin 15% live growth to reduce end weight on fifteen Eucalyptus
8. Pathway along the west property line of El Encanto - Crown clean dead branches and thin 15% live growth to reduce end weight on thirty-one Eucalyptus
9. Pathway along southwest property line of El Encanto, bordering museum Grounds - Crown clean dead branches and thin 15 % live growth to reduce end weight on a total of thirteen Eucalyptus and London Planes
10. Southeast corner of El Encanto property - Crown reduction to subordinate codominant branching on one Mondell Pine.
11. Southeast corner of El Encanto property - Crown clean one Turkish Pine
12. Removal of a large Eucalyptus tree

All Normal Tree Work Operations to be performed according to ANSI A300 standards. The following definitions apply to the ANSI A300 Tree Care Standard Definitions:

- A. Clean: Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches 1 inch diameter or greater throughout the entire crown.
- B. Crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.
- C. Leader: A dominant or co-dominant, upright stem.

- D. Raise: Selective pruning to provide vertical clearance.
- E. Reduce: Selective pruning to decrease height and/or spread by removing specified branches.
- F. Restore: Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
- G. Thin: Selective pruning to reduce density of live branches, usually by removing entire branches.
- H. Vista Pruning: Selective pruning to allow a specific view, usually by creating view "windows" through the tree's crown.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subContractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL



ITEM NO. 6.8



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Troy Helling, City Manager 
Bing Hyun, Assistant City Manager 

Date: February 28, 2019

SUBJECT: Consideration of giving Industry Convalescent Hospital dba El Encanto Healthcare & Habilitation Center advances as part of the existing loan.

Background and Discussion:

The Industry Convalescent Hospital dba El Encanto Healthcare and Habilitation Center (El Encanto), a non-profit skilled nursing facility, opened and started providing comprehensive subacute and skilled nursing care, as well as long term residential care to the San Gabriel Valley. El Encanto provides services to the disabled, elderly and poor at 555 El Encanto Drive, City of Industry, CA 91745 under a State of California, Skilled Nursing Facility License. The facility has a total bed capacity of 244 with 89 beds classified as intermediate care and 155 skilled nursing.

On May 11, 2018, El Encanto submitted their first request that the current loan be restructured and authorizing a line of credit between El Encanto and the City. In addition, the facility is in the process of evaluating facility upgrades including the improvement of continuum care with subacute services and dialysis to expand services in the near future. The improvements will provide for a greater population to be served within the community. Over 95% of El Encanto residents receive government assistance through Medi-Cal. In order for El Encanto revenues to increase, the facilities need to be upgraded to provide for more comprehensive services to San Gabriel Valley residents.

On May 24, 2018, Council gave direction to staff loan El Encanto \$200,000.00 in closed session, and report back to the Council in regard to obtaining additional funds when needed.

On August 10, 2018, Council gave direction to staff to loan El Encanto an additional \$350,000.00 and to meet with the management of El Encanto Healthcare to formulate a plan with the continued commitment from the City of Industry. Exhibit A

On February 15, 2019, El Encanto submitted another formal request to the City attached hereto as Exhibit B requesting that the current loan be restructured and authorizing a line of credit between El Encanto and the City. El Encanto advises that the funding will be used to maintain

existing staffing levels and supplies.

As the City works towards a resolution of the outstanding loan amount, it is imperative that quality healthcare services continue to be provided to serve the greater public good. El Encanto serves a sensitive population and maintaining a high level of care, without disruption, for the disabled, elderly, and poor during financial reassessment is critical.

Per the State Controller's office recommendations from their January 2019 report, the City will be evaluating the collectability of the loan and will be creating policy and procedures for collecting the loan payments and issuing invoices for City Council review before July 1, 2019.

If the City Council approves the request, El Encanto advises that the funding will be sufficient to continue operations until July 1, 2019. The City will then include a budget item for El Encanto for fiscal year 2019-2020.

Fiscal Impact:

Approve advances as part of the existing loan not to exceed \$600,000.00 from General Fund – Civic Financial Center Expenses – Maintenance (Account No. 100-625-5068).

Recommendation:

- 1.) Staff recommends to the City Council approve the advance as part of the existing loan to the Industry Convalescent Hospital dba El Encanto Healthcare & Habilitation Center; and
- 2.) Approve an appropriation not to exceed \$600,000 from General Fund – Civic Financial Center Expenses – Maintenance (Account No. 100-625-5068).

Exhibits:

- A. August 10, 2018 Staff Report
 - B. Letter from El Encanto Healthcare & Habilitation Center dated February 15, 2019
-

EXHIBIT A

[Attached]



El Encanto

Healthcare & Habilitation Center

Over 50 years of Community Service

Exhibit A

2/15/18

Troy Helling
City Manager
City of Industry
15625 East Stafford St.
City of Industry, CA 91744

Dear Mr. Helling,

As you are aware, we are in the process of renovating our facility and adding different levels of care to our operations so that we remain sustainable in the future, improving our continuum of care with Sub- Acute Services and Dialysis. This will not only allow us to take better care of our population, but enhance our ability to care for many more types of patients. Furthermore, this will bring an increase to the more than 200 jobs we supply for the surrounding communities. Unfortunately, this process takes time and while undergoing these changes we still have the operations of the facility caring for our patients and residents, fulfilling their needs. We ask for further advances of up to \$600k from our loan with the city to assist us for the remainder of the fiscal year.

Thank You for Your Time and Attention,

Ken Calvo
Administrator

EXHIBIT B

[Attached]



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: August 9, 2018

SUBJECT: Consideration of restructuring the existing loan for the Industry Convalescent Hospital dba El Encanto Healthcare & Habilitation Center for the next 18 to 24 months

Background:

In 1940, the Industry Convalescent Hospital dba El Encanto Healthcare and Habilitation Center (El Encanto) a non-profit skilled nursing facility opened and has provided comprehensive rehabilitation and skilled nursing care, as well as long term residential care to residents of the San Gabriel Valley. El Encanto provides services to the disabled, elderly and poor at 555 El Encanto Drive, City of Industry, CA 91745 under Federal and State Licensure. The facility has a total bed capacity of 244 with 89 beds classified as Intermediate Care for the Developmentally Disabled and 155 Skilled Nursing.

The City of Industry (City) purchased the El Encanto property which was later acquired by the Industry Urban Development Agency (Agency) on December 23, 1975. The Agency continues to hold title to the property. Over the years, the Agency and City have provided for rehabilitation of the property consistent with providing a quality environment for the provision of health care facility services and maintenance property.

On December 6, 1990, the City and El Encanto entered into a loan agreement (Exhibit D). Under the agreement, El Encanto obtained periodic advances to provide financial assistance in meeting its necessary levels of service. Repayment of the loan is based on whether El Encanto has a surplus.

In January 2006, El Encanto requested and received its last advance prior to earlier this year.

In 2007, El Encanto made a \$400,000 payment to the City of Industry per the terms of the loan agreement.

In May 2010, Congress passed the Patient Protection and Affordable Care Act (Affordable Care Act) to provide quality, affordable health care for all Americans. The passage of the legislation provided for immediate expansion in health care coverage for all Americans which increased some costs to providers. In order to stay compliant with the Affordable Care Act mandates, operating costs have increased to operate El Encanto.

On January 1, 2017, the State of California minimum wage increased to \$10.50 per hour. Again on January 1, 2018 California's minimum wage increased to \$11.00 per hour. El Encanto's personnel costs have also increased due to the minimum wage increases.

On June 19, 2018, the Oversight Board of the Successor Agency to the Industry Urban Development Agency approved a purchase agreement for the City to purchase and retain ownership of the El Encanto property.

DISCUSSION

El Encanto has submitted to the City their 2015 Office of Statewide Health Planning and Development (OSHPD) audited report attached hereto as Exhibit A. On an annual basis, El Encanto submits its operating expenses to the City for review. Attached hereto are the operating expenses submitted to the City for 2016 as Exhibit B. These documents will allow the City to start working towards a resolution on the outstanding loan balance and provide background for further discussion of the City's Commitment to El Encanto.

On May 11, 2018, El Encanto submitted a formal request to the City attached hereto as Exhibit C requesting that the current loan be restructured and asking for an advance between El Encanto and the City. In addition, the facility is in the process of evaluating facility upgrades, expanding its continuum of care with sub-acute services and dialysis services in the near future. The improvements will provide for a greater population to be served within the community. Over 95% of El Encanto residents receive government assistance through the federal Medicaid program (Medi-Cal in California). In order for El Encanto revenues to increase, the facility needs to be upgraded to provide for more comprehensive services to San Gabriel Valley residents.

On May 24, 2018, Council gave direction for staff to advance El Encanto \$200,000.00 per the terms of the existing loan agreement and report back to the Council when additional funds would be needed.

As the City works towards a resolution of the outstanding loan amount, it is imperative that quality healthcare services continue to be provided, serving the greater public good.

Fiscal Impact:

Approve advances as part of the existing loan not to exceed \$350,000.00 from General Fund – Civic Financial Center Expenses – Maintenance (Account No. 100-625-5068).

Recommendation:

- 1.) Staff recommends that the City Council approve advances as part of the existing loan to the Industry Convalescent Hospital dba El Encanto Healthcare & Habilitation Center; and bring back a revised loan agreement for Council's consideration.
- 2.) Approve an appropriation not to exceed \$350,000.00 from General Fund – Civic Financial Center Expenses – Maintenance (Account No. 100-625-5068).
- 3.) Authorize the City Manager to meet with the management of El Encanto Healthcare to formulate a plan with the continued commitment of the City of Industry allowing for future advances, and the expansion of services and necessary facility upgrades creating a sustainable model permitting repayment of the loan to the City.

Exhibits:

- A. Letter from El Encanto Healthcare & Habilitation Center dated May 11, 2018
 - B. El Encanto Healthcare & Habilitation Center Business Plan 2015 Office of Statewide Health Planning and Development (OSHPD) Audited Report
 - C. Loan Agreement Dated December 19, 1963
 - D. Loan Agreement dated December 6, 1990.
-

EXHIBIT A

[Attached]



El Encanto

Healthcare & Habilitation Center

Over 50 years of Community Service

5/11/18

Troy Helling
Acting City Manager
City of Industry
15625 East Stafford St.
City of Industry, CA 91744

Dear Mr. Helling,

As a Non-Profit organization, El Encanto Healthcare is truly a community service. With great honor and care we have been serving the developmentally disabled, the elderly, the poor, and infirmed of the San Gabriel Valley for over 78 years. El Encanto Healthcare is the only facility in the state of California that is licensed dually as a Skilled Nursing Facility and an Intermediate Care Facility for the Developmentally Disabled. Hacienda-La Puente School District and Rio Hondo College are among the 6 different schools that currently train and teach nurses of the future at El Encanto.

Over 95% of the patients at El Encanto are on Medi-Cal government assistance to receive care. In serving this population and providing them with the utmost in care, it is a financial challenge. In years past, El Encanto has relied upon the City of Industry to provide financial assistance. Fortunately, El Encanto Healthcare has not needed to request assistance in over 12 years. In fact, El Encanto made a \$400,000 payment to the City of Industry in 2007. With the pressures of the Affordable Care Act, as well as the increase in labor costs in California, the time has come for us to reach out to the City for assistance.

We are in the process of adding different levels of care to our operations so that we remain sustainable in the future, improving our continuum of care with Sub-Acute Services and Dialysis. This will not only allow us to take better care of our population, but enhance our ability to care for many more types of patients. Furthermore, this will bring an increase to the more than 200 jobs we supply for the surrounding communities. When complete, these new service levels create the ability to again make payments to the city for the investment it has put forth into the care of its residents and families of our surrounding communities. In that endeavor, we ask to restructure our loan that is currently at 6% to a more realistic and applicable inter-governmental interest rate. By re-amortizing the principal and giving El Encanto a line of credit to access for the next 24 months, it would allow us to work with the City administration and the Board to collaborate on a new vision and business plan that would allow El Encanto to repay the city and continue to serve the community and residents of the San Gabriel Valley for years to come.

Thank You for Your Time and Attention,

Ken Calvo, Administrator

EXHIBIT B

[Attached]

1. Legal Name of Facility	INDUSTRY CONVALESCENT HOSPITAL				
2. State License Number	206190266				
3. Medi-Cal Provider No.	ZZT18648G				
4. D.B.A.(Do Business As)	EL ENCANTO HEALTHCARE & HABILITATION CENTER				
5. Facility Business Phone	(626)330-2789				
6. Facility Street Address	555 SOUTH EL ENCANTO ROAD				
7. City	CITY OF INDUSTRY				
8. Zip Code	917450000				
9. Mailing Address					
10. City					
11. Zip Code	0000				
12. Administrator	KEN CALVO				
13. Report Contact Person	RUTH D. MENDOZA				
14. Contact Phone	(562)882-3179 EXT				
15. Mailing Address	11137 GONSALVES PLACE				
16. City	CERRITOS				
17. State	CA				
18. Zip Code	90703				
19. Prev. Name of Facility				20. Date of Change	/ /
21. Prev. State License No.				22. Date of Change	/ /
23. Prev. Medi-Cal No.				24. Date of Change	/ /
25. Reporting Period Began	07/01/2014	26. Reporting Period End	06/30/2015	97. Software Vendor	HFS

CERTIFICATION

The certification and mailing instructions are NOT printed to avoid confusion.

NO COMPUTER PRINTED REPORTS MAY BE SUBMITTED TO OSHPD.

ONLY COMPUTER PREPARED DISKETTES MAY BE SUBMITTED TO OSHPD.

DATE PREPARED: 01/18/2016

FACILITY DESCRIPTION AND OTHER GENERAL INFORMATION
Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

REPORT 2.1 OSHPO FACILITY NO: 206190266
Report Period: 07/01/2014 To 06/30/2015

	(1)		(2)	(3)
License Category (Check Only One)	(X)	Third Party Payor Programs (Complete All That Apply)	Date Certified	(X)
01 Skilled Nursing Facility	X	Medicare	11/01/89	X
02 Intermediate Care Facility		Medi-Cal/SNF	04/25/86	X
03 SNF/Residential		Medi-Cal/ICF	/ /	
04 ICF/Residential		Medi-Cal/MD	/ /	
05 Congregate Living Hlth Fac		Medi-Cal/DD	09/01/76	X
06		Short-Doyle	/ /	
07		VA		
08		Champus		
09				
Type of Control (Check Only One)	(X)	Legal Organization (Check Only One)		(X)
10 Church Related		Corporation		X
11 Not-for-Profit	X	Division of a Corporation		
12 Investor Owned		Partnership		
13 Governmental:		Proprietorship		
14 State				
15 County				
16 City/County				
17 City				
18 District				

Describe any items which management believes may have a significant effect on the data in this report:

- 25
- 26
- 27
- 28
- 29
- 30

Health Services	Code (1)
01 Pharmacy	3
02 Patient supplies	1
03 Laboratory	3
04 Radiology	3
05 Physical therapy	2
06 Inhalation therapy	6
07 Speech therapy	2
08 Occupational therapy	2
09 Audiology	5
10 Prosthetic devices	5
11 Social services	1
12 Physician care	4
13 Dental care	4
14 Podiatric care	4
15 Chiropractic care	5
16 Optometric care	4
17 Psychiatric care	4
18 Recreation/Activity	1
19 Alcoholism/Substance Abuse Treatment and Recovery	5
20 Home Health	5
21 Hospice	5
22 Long-term Rehabilitation	5
23 Patient Education	5
24 Adult Day Health Care	5
25	0
26	0
27	0

CODE EXPLANATION: Enter appropriate code in column 1 for every item.

1. Service maintained in facility and staffed by facility personnel. Related expenses reported on page 10.1, columns 1, 2 and 3.
2. Service maintained in facility and purchased by the facility under contract arrangement with an outside provider. Related expenses reported on page 10.1, column 3.
3. Service not maintained in facility but available from an outside provider under contract arrangement whereby facility is billed directly by the provider. Related expenses reported on page 10.1, column 3.
4. Service not maintained in facility but available from an outside provider under contract arrangement whereby patient or third party payors are billed directly by the outside provider.
5. Service not maintained in facility and no formal referral agreement exists with an outside provider. Patients or responsible third party payors who independently purchase services are billed directly by the provider.
6. Service maintained, but not used during reporting cycle.

The purpose of this schedule is to identify the facility's transactions during the current reporting period with related persons or organization related by common ownership or control as defined in Title 42 of Federal Regulations (CFR), Section 413.17. For an explanation of related party control, see the instructions for this form.

A. Are there any costs or revenues included in the Statement of Income for the current period which are a result of transactions with related persons or organizations as defined in the instructions?(Exclude compensation of owners and their relatives reported in G).

005 Yes (If "Yes", complete Item A1) No

A1. List below those transactions referred to in A.

(1) Account Title	(2) Related Party	(3) Service or Supply	(4) Transaction Amount
010			
011			
012			
013			
014			

B. Are there any assets or liabilities which are included in the Balance Sheet for the current period which are a result of transactions with related persons or organizations as defined in the instructions for this form.

035 Yes (If "Yes", complete Item B1) No

B1. List below those transactions referred to in B.

(1) Account Title	(2) Related Party	(3) Transaction Amount
040		
041		
042		
043		
044		

C. Is the facility part of an organization with two or more health facilities under common ownership or control, as defined in the instructions for this form?

060 Yes (If "Yes", complete Items D and F) No (If "no" proceed to Item H)

D. Is this facility a:

065 Parent Subsidiary Division Other (If subsidiary or division, complete item E)

E. Name and address of parent organization:

070 Name:

075 Address:

076 City:

077 State:

078 Zip:

F. NAME, ADDRESS, AND PERCENT OF OWNERSHIP OF HEALTH FACILITIES UNDER COMMON OWNERSHIP OR CONTROL

(1) Name	(2) Address	(3) % of Ownership
080		000
081		000
082		000
083		000
084		000
085		000
086		000
087		000
088		000
089		000

G. STATEMENT OF COMPENSATION FOR OWNERS AND THEIR RELATIVES*

(1) Name	(2) Title and Function	(3) % of Ownership Interest	(4) Average Hours per Week Devoted to Business	(5) Compensation-** Included in Costs for This Period
100				
101				
102				
103				

* Owner means any individual having a 5% or more equity interest, direct or indirect, in the entity licensed as a health facility as defined in 42 CFR 455.101 and 455.102. An owner's relatives are defined as: spouse, son, daughter, grandchild, great-grandchild, stepchild, brother, sister, half-brother, half-sister, stepbrother, stepsister, parent, grandparent, great-grandparent, stepmother, stepfather, niece, nephew, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law.
 **Compensation as used in this schedule has the same definition as in 42 CFR 413.102 and refers to cash, personal benefits, cost of assets or services used, deferred compensation, or other consideration, including non-monetary, given in exchange for services provided to the organization.

H. NAMES OF OWNERS HAVING A 5% OR MORE EQUITY INTEREST

140	145
141	146
142	147
143	148
144	149

I. GOVERNING BOARD OFFICERS AND MEMBERS

(1) Name	(2) Occupation	(3) Compensation*
160 DON SACHS	VICE PRESIDENT	
161 PHILLIS TUCKER	SECRETARY/TREASURER	
162 DAVID PEREZ	BOARD MEMBER	
163		
164		
165		

*Amount received from all sources for services rendered as a board member.

J. STATEMENT OF COMPENSATION PAID TO ADMINISTRATORS AND/OR ASSISTANT ADMINISTRATORS (OTHER THAN OWNERS)

(1) Name	(2) Title and Duties Performed	(3) Average Hours per Week Devoted to Business	(4) Compensation This Period	(5) Compensation Prior Period
180 KEN CALVO	ADMINISTRATOR	40	161215	157406
181				
182				

K. Does the facility use a Management Company?
 185 Yes (If "Yes", provide the following) No (If "No", proceed to M) information)

195 Name:
 200 Address:
 205 City: 215 State: CA 220 Zip: 0
 221 Telephone No: () -

NAMES OF MANAGEMENT COMPANY OWNERS HAVING MORE THAN 5% EQUITY INTEREST

222	226
223	227
224	228
225	229

M. Are Financial Statements available for the reporting period?
 325 Yes (If "Yes", please enclose a copy) No (If "No", enclose a copy of your working trial balance)

N. Is this report being filed as a result of a change in ownership?
 335 Yes No
 (IF "YES" ATTACH A COPY OF THE SALES AGREEMENT SHOWING THE ALLOCATION OF THE SALES PRICE TO THE ASSETS)

(1)	STATEMENT OF HOME OFFICE (PARENT) COSTS	(2)	(3)	(4)
Account Description	Account Number	Amount	Explanation of Allocations	
Interim Period Home Office Cost Allocations				
340				
341				
342				
343	SUBTOTAL-INTERIM PERIOD (sum of lines 340 through 342)			
Year End Home Office Cost Allocations				
344				
345				
346				
347	SUBTOTAL-YEAR END (sum of lines 344 through 346)			
348	TOTAL HOME OFFICE COST ALLOCATIONS(line 343 plus line 347)			
Home office Equity Allocations				
ASSET				
349				
350				
LIABILITY				
351				
352				
353	TOTAL EQUITY ALLOCATIONS (sum of lines 349 through 352)			

P. Were any assets disposed of during the reporting period?
 355 Yes No
 If "Yes", attach a schedule showing: (a) description of asset, (b) date of sale, (c) date asset(s) acquired, (d) proceeds of disposition, (e) method of depreciation, (f) how gain or loss was computed, (g) where gain or loss is reflected in the report, (h) if asset(s) was transferred to a related party, give book value of asset(s) on transfer date and party to whom asset(s) was transferred.

Q. Does your facility handle patient monies either through a patient trust fund or a savings and loan association or other financial institution?

360 Yes No
 If "Yes" and through a savings and loan association, include the name and address on lines 365 through 369 below
 If "Yes", and through a standard trust system, complete lines 370 and 375)
 365 Name: WELLS FARGO / EAST WEST BANK
 366 Address: PO BOX 63020 /130 N LOS ROBLES
 367 City: SAN FRANCISCO/ PASAD 368 State: CA 369 zip: 94163

PATIENT TRUST ACTIVITY ACCOUNT	
370 Balance of Trust Account at beginning of the reporting period	55,312
371 Total deposits to the Trust Account during the reporting period,	209,630
372 Interest Added/Earned	65
373 Total Deposits and Interest (Sum of lines 371 and 372)	209,695
374 Total Trust Account expenditures	226,462
375 Balance of Trust Account at end of the reporting period (Line (370 + 373) - 374)	38,545

DATE PREPARED: 01/18/2016
 Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

FACILITY CENSUS AND REVENUE INFORMATION

REPORT 4.1 OSHPD FACILITY NO: 206190266
 Report Period: 07/01/2014 To 06/30/2015

PATIENT DAYS	Account Number	(1) Medicare	(2) Medi-Cal	(3) Self-Pay	(4) Managed Care	(5) Other Payers	(6) Total (Cols. 1-5)
Routine Services:							
005 Skilled Nursing Care	3100	2,256	35,447	1,411	2,995	2,303	44,412
010 Intermediate Care	3200						
015 Mentally Disordered Care	3300						
020 Developmentally Disabled Care	3400		14,421	365		27	14,813
025 Sub-Acute Care	3500						
030 Sub-Acute Care - Pediatric	3600						
035 Transitional Inpatient Care	3700						
040 Hospice Inpatient Care	3800						
045 Other Routine Services	3900						
070 Subtotal (lines 5 through 45)		2,256	49,868	1,776	2,995	2,330	59,225

DATE PREPARED: 01/18/2016

FACILITY CENSUS AND REVENUE INFORMATION

REPORT 4.2 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

GROSS REVENUE TITLE	Account Number	(1) Medicare		(3) Medi-Cal		(5) Self-Pay	
		Inpatient .04	Outpatient .44	Inpatient .05	Outpatient .45	Inpatient .00	Outpatient .40
Routine Services:							
005 Skilled Nursing Care	3100	496,900		7,798,340		310,420	
010 Intermediate Care	3200						
015 Mentally Disordered Care	3300						
020 Developmentally Disabled Care	3400			3,172,620		80,300	
025 Sub-Acute Care	3500						
030 Sub-Acute Care - Pediatric	3600						
035 Transitional Inpatient Care	3700						
040 Hospice Inpatient Care	3800						
045 Other Routine Services	3900						
070 Subtotal (lines 5 through 45)		496,900		10,970,960		390,720	
Ancillary Services:							
105 Patient Supplies	4100	38,658		485,398		35,300	
110 Specialized Support Surfaces	4150						
115 Physical Therapy	4200	354,826		16,878		7,350	
120 Respiratory Therapy	4220						
125 Occupational Therapy	4250	145,066		12,016		1,064	
130 Speech Therapy	4280	36,251		4,524			
135 Pharmacy	4300	301,204		47,421			
140 Laboratory	4400	37,500		9,304		355	
145 Home Health Services	4800						
155 Other Ancillary Services	4900	33,653		26,599		6,407	
170 Subtotal (lines 105 through 155)		947,158		602,140		50,476	
175 Total (lines 70 and 170)		1,444,058		11,573,100		441,196	

ACCOUNT TITLE	Account Number	(1) Deductions From Revenue
205 Charity Adjustments	5100	
210 Administrative Adjustments	5200	
215 Contractual Adjustments - Medicare	5310	191,909
220 Contractual Adjustments - Medi-Cal	5320	2,104,977
222 Contractual Adjustments - Managed Care	5320	538,544
225 Contractual Adjustments - Other	5340	53,870
230 Other Deductions from Revenue	5400	
240 Total (lines 205 through 230)		2,889,300

DATE PREPARED: 01/18/2016

FACILITY CENSUS AND REVENUE INFORMATION

REPORT 4.2 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

ACCOUNT TITLE	Account Number	(7) Managed Care		(9) other Inpatient	(10) Outpatient	(11) Total	
		(8) Inpatient .01	(8) Outpatient .41			(11) Inpatient (cs.1,3,4,7,9)	(11) Outpatient (cs.2,4,6,8,10)
Routine Services:							
005 Skilled Nursing Care	3100	684,785		506,660		9,797,105	
010 Intermediate care	3200						
015 Mentally Disordered Care	3300						
020 Developmentally Disabled Care	3400			5,940		3,258,860	
025 Sub-Acute Care	3500						
030 Sub-Acute Care - Pediatric	3600						
035 Transitional Inpatient Care	3700						
040 Hospice Inpatient care	3800						
045 Other Routine Services	3900						
070 Subtotal (lines 5 through 45)		684,785		512,600		13,055,965	
Ancillary Services:							
105 Patient Supplies	4100	147,742		16,244		723,342	
110 Specialized Support Surfaces	4150						
115 Physical Therapy	4200	475,816		80		854,950	
120 Respiratory Therapy	4220						
125 Occupational Therapy	4250	19,870				178,016	
130 Speech Therapy	4280	80,814		343		121,932	
135 Pharmacy	4300	444,693		2,653		795,971	
140 Laboratory	4400	5,713		1,220		54,092	
145 Home Health Services	4800						
155 Other Ancillary Services	4900	97,686		1,427		165,772	
170 Subtotal (lines 105 through 155)		1,272,334		21,967		2,894,075	
175 Total (lines 70 and 170)		1,957,119		534,567		15,950,040	

DATE PREPARED: 01/18/2016

OTHER CENSUS AND REVENUE INFORMATION

REPORT 4.3 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

OTHER CENSUS INFORMATION

	Number (1)
Licensed Beds:	
005 End of Period	244
010 Average (Monthly average)	244
Available Beds:	
020 End of Period	244
025 Average (Monthly average)	244
040 Admissions (Excluding transfers)	387
045 Discharges (Excluding transfers)	378
060 occupancy Rate(Page 4.1, line 70, column 1 / (Line 010 x days in reporting	66.50%

PATIENT (CENSUS) DAYS DETAIL FOR SPECIAL CARE PROGRAMS

	Total (1)	Medi-Cal (2)
100 Sub-Acute Care (Ventilator-Dependent)		
115 Other Sub-Acute Care		
120 Total Sub-Acute Care Patient Days (Sum of Ls. 100 & 115)		
130 Sub-Acute Care - Pediatric (Ventilator-Dependent)		
145 Other Sub-Acute Care - Pediatric		
150 Total Sub-Acute Care Pediatric Patient Days (Sum of Ls 130 and 145)		
165 Transitional Inpatient Care - Medical		
170 Transitional Inpatient Care - Rehabilitation		
175 Total Transitional Inpatient Care Patient Days (Sum of lines 165 and 170)		

FOR MEDI-CAL PROVIDERS, ONLY

RECAP OF MEDI-CAL BENEFITS RECEIVED FROM FISCAL INTERMEDIARY

	Amount (1)
200 Total Billed Charges-Medi-Cal (Net of contractual adjustments)	9,468,123
205 Less: Patient Liability	
210 Third Party and Other Liability	
215 Noncovered Charges	
240 Other	
250 Net Medi-Cal Received/Receivable from Fiscal Intermediary (Combine lines 200 through 240)	9,468,123

OSHPD REPORTING SYSTEM

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

	Account No.	(1) Current Reporting Period	(2) Prior Reporting Period	Medi-Cal Proprietary Facilities, (3)* Adjustments And Reclassification	(4)** Adjusted Current Balance	(5) Adjusted Balance Prior Period
ASSETS						
CURRENT ASSETS						
005	Cash	1000	1,843,626		1,843,626	3,133,549
010	Marketable securities, at cost	1010				
015	Assets whose use is limited - required for current liabilities (must agree with line 85)					
020	Accounts and notes receivable	1020	3,420,129	2,054,083	3,420,129	2,054,083
025	Less estimated allowances for uncollectables and contractual adjustments	1040	-379,880	-148,710	-379,880	-148,710
030	Receivables from third party payors for contract settlement	1050				
035	Pledges and other receivables	1060	94,582		94,582	
040	Due from restricted funds	1070				
045	Inventories at lower of cost or market	1080	57,086	53,415	57,086	53,415
050	Receivables from related parties, current	1090				
055	Prepaid expenses and other current assets	1100	222,543	274,446	222,543	274,446
060	TOTAL CURRENT ASSETS (Sum of Lines 005 thru 055)		5,258,086	5,366,783	5,258,086	5,366,783
ASSETS WHOSE USE IS LIMITED						
065	Cash	1160				
070	Marketable securities	1170				
075	Other Assets	1180				
080	TOTAL ASSETS WHOSE USE IS LIMITED (sum of lines 065 thru 075)					
085	Less assets whose use is limited and that are required for current liabilities					
090	TOTAL NONCURRENT ASSETS WHOSE USE IS LIMITED (Line 080 less line 085)					
PROPERTY, PLANT, AND EQUIPMENT						
095	Land	1200				
100	Land improvements	1210				
105	Buildings and improvements	1220				
110	Less accumulated depreciation - buildings and improvements, land improvements	1270				
115	Leasehold improvements	1230	1,540,485	1,508,736	1,540,485	1,508,736
120	Less accumulated depreciation - leasehold improvements	1280	-1,205,528	-1,133,784	-1,205,528	-1,133,784
125	Equipment	1240	1,812,931	1,783,587	1,812,931	1,783,587
130	Less accumulated depreciation-equipment	1290	-1,628,033	-1,569,970	-1,628,033	-1,569,970
135	NET PROPERTY, PLANT AND EQUIPMENT (Sum Ls. 095-130)		519,855	588,569	519,855	588,569
140	Construction in progress	1250	54,343		54,343	
INVESTMENTS AND OTHER ASSETS						
145	Investments in property, plant and equipment	1310				
150	Less accumulated depreciation - Investments in property, plant and equipment	1320				
155	Other investments, at cost	1330				
160	Receivables from related parties, noncurrent	1340				
165	Deposits and other assets	1350				
170	TOTAL INVESTMENT AND OTHER ASSETS (Sum Ls. 145-165)					
INTANGIBLE ASSETS						
175	Goodwill	1360				
180	Unamortized loan costs	1370				
185	Organizational costs	1380				
190	Other intangible assets	1390				
195	TOTAL INTANGIBLE ASSETS (Sum of Lines 175-190)					
200	TOTAL ASSETS (Sum of lines 060, 090, 135, 140, 170 and 195) (Must agree with Page 5.2, Line 185)		5,832,284	5,955,352	5,832,284	5,955,352
OTHER INFORMATION						
205	Current market value-current asset marketable securities (Line 10)				(1) Current Period	(2) Prior Period
210	Current market value-other investments (Line 155)					
215	Cost to complete construction in progress (Line 140)				46,000	

* From Page 5.4

** Combine Columns 1 and 3

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

	Account No.	(1) Current Reporting Period	(2) Prior Reporting Period	Medi-Cal Proprietary Facilities, Only (3)* Adjustments And Reclassification	(4)** Adjusted Current Balance Period	(5) Adjusted Balance Prior Period
LIABILITIES AND EQUITY						
CURRENT LIABILITIES						
005	Notes and loans payable	2000				
010	Accounts payable	2010	601,256	323,424	601,256	323,424
015	Accrued compensation and related liabilities	2020	841,358	898,093	841,358	898,093
020	Other accrued liabilities	2030	508,255	581,813	508,255	581,813
025	Advance from third party payors	2040				
030	Payable to third party payors for contract settlement	2050	46,791		46,791	
035	Due to restricted funds	2060				
040	Income taxes payable	2070				
045	Payables to related parties, current	2080				
050	Current maturities of long term debt(Must agree with line 125)					
055	Other current liabilities	2090				
060	TOTAL CURRENT LIABILITIES(Sum Ls. 005 thru 055)		1,997,660	1,803,330	1,997,660	1,803,330
DEFERRED CREDITS						
065	Deferred income taxes	2110				
070	Deferred third party income	2120				
075	Other deferred credits	2130	128,913	121,073	128,913	121,073
080	TOTAL DEFERRED CREDITS(Sum Ls. 065 thru 075)		128,913	121,073	128,913	121,073
LONG TERM DEBT						
085	Mortgages payable	2210				
090	Construction loans	2220				
095	Notes under revolving credit	2230				
100	Capitalized lease obligations	2240				
105	Bonds payable	2250				
110	Payables to related parties, noncurrent	2260				
115	Other noncurrent liabilities	2270	42,233,834	41,038,481	42,233,834	41,038,481
120	TOTAL LONG-TERM DEBT (Sum of lines 85-115) (Must include current maturities)		42,233,834	41,038,481	42,233,834	41,038,481
125	Less amount shown as current maturities(Must = L.50)					
130	NET LONG TERM DEBT (Line 120 minus 125)		42,233,834	41,038,481	42,233,834	41,038,481
135	TOTAL LIABILITIES (Sum Ls. 060,080 & 130)		44,360,407	42,962,884	44,360,407	42,962,884
FUND EQUITY (not-for-profit)						
140	General fund balance	2410-2430	-38,528,123	-37,007,532	-38,528,123	-37,007,532
145	Divisional fund balance	2460				
EQUITY (investor-owned)						
150	Preferred stock	2410				
155	Common stock	2420				
160	Additional paid-in capital	2430				
165	Retained earnings/capital account for partnership or sole proprietorship)	2440/2410				
170	Less treasury stock	2450				
175	Divisional equity	2460				
180	TOTAL EQUITY (Sum of lines 140 through 175) (Column 1 must agree with Page 7, col 5, line 32)		-38,528,123	-37,007,532	-38,528,123	-37,007,532
185	TOTAL LIABILITIES AND EQUITY(Sum Ls. 135 and 180) (Must agree with Page 5.1, line 200)		5,832,284	5,955,352	5,832,284	5,955,352

* From Page 5.4

** Combine Columns 1 and 3

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

(1) Detail for Page 5.2 C1 Line NO.	(2) Date Obligation Incurred (Year Only)	(3) Principal Amount at Date of Obligation	(4) Due Date(*) (Year Only)	(5) Interest Rate (*)	(6) Unpaid Principal (**)	
01						
02						
03						
04	115	2003	42,233,834	2016	6.00	42,233,834
05						
06						
07						
08						
09						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

(*)If more than one due date or interest rate, list each with unpaid principal amount. Report rates to two decimal places.
 (***)Sum of all lines must agree with Page 5.2, Column 1, Line 120.

DATE PREPARED: 01/18/2016

ADJUSTMENTS AND RECLASSIFICATIONS
BALANCE SHEET FOR COMPUTATION OF RETURN ON
EQUITY CAPITAL
(Medi-Cal Providers only)

REPORT 5.4 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER
(1)

(2)
Page 5.1 &
Page 5.2
Line Nos.

(3)
AMOUNT
Increase
(Decrease)

(4)

Report Period: 07/01/2014 To 06/30/2015

	DESCRIPTION			EXPLANATION OF ADJUSTMENT
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
50	TOTAL (Combine Ls. 1 thru 30)			

DATE PREPARED: 01/18/2016

STATEMENT OF CHANGES IN EQUITY

REPORT 7 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER
GENERAL FUND

Report Period: 07/01/2014 To 06/30/2015

	(1)	EXTERNALLY RESTRICTED FUNDS		
	Total	(2)	(3)	(4)
	Equity	Plant	Specific	Endowment
		Replacement	Purpose (A)	
		And		
		Expansion		
BALANCE AT BEGINNING OF YEAR,				
01 -AS PREVIOUSLY REPORTED	-37,007,532			
02 Prior period audit adjustments				
03				
04				
05				
06				
07 RESTATED BEGINNING BALANCE (Combine Ls. 1-6)*	-37,007,532			
Additions(deductions):				
08 Net income(loss)	-1,202,657			
09 Capital contributions				
10 Proceeds from sale of stock				
11 Owners draw				
12 Restricted contributions and grants				
13 Restricted investment income				
14 Expenditures for specific purposes				
15 Dividends paid				
16 Donated property,plant & equipment				
17 Acquisitions of Pooled companies				
18 Stock options exercised				
19 Related party transfers				
20 Unrealized losses on marketable securities				
21 ROUNDING DIFFERENCE				
22 ADJUSTMENT TO RETAINED EARNING	-317,934			
23 TOTAL ADDITIONS (DEDUCTIONS) (Combine Ls. 8-22)	-1,520,591			
Transfers:				
25 Property and equipment additions				
26 Principal payments on long-term debt				
27				
28				
29				
30				
31 TOTAL TRANSFERS (Combine Ls. 25-30)				
32 BALANCE AT END OF YEAR (Ls. 7, 23 & 31)**	-38,528,123			

*Column 1, Line 7 must agree with Page 5.2, Column 2, Line 180.

Column 2, Line 7 must be equal to Page 6, Column 4, Line 45.

Column 3, Line 7 must agree with Page 6, Column 4, Line 145.

Column 4, Line 7 must agree with Page 6, Column 4, Line 245.

**Column 1, Line 32 must agree with Page 5.2, Column 1, Line 180.

Column 2, Line 32 must agree with Page 6, Column 3, Line 45.

Column 3, Line 32 must agree with Page 6, Column 3, Line 145.

Column 4, Line 32 must agree with Page 6, Column 3, Line 245.

(A) District Facilities - Include Bond Interest and Redemption.

Description	Account No.	Current Period	Prior Period	
HEALTH CARE REVENUES:				
005	Gross Routine Services Net Revenue	P.4.2 Col.11 Ln.70	13,055,965	12,043,505
007	Gross Ancillary Services Net Revenue	P.4.2 C.10+12 L.170	2,894,075	3,457,527
010	Less: Deductions from Revenue	P.4.2 Col.1 Ln.240	2,889,300	2,603,548
015	NET PATIENT SERVICE REVENUE	Lines 5 + 7 - 10	13,060,740	12,897,484
020	Other Operating Rev from Health Care Operations	From 10.2, line 100	6,657	3,224
025	NET OPERATING REVENUE FROM HLTH CARE OPER	Lines 15 + 20	13,067,397	12,900,708
HEALTH CARE EXPENSES:				
Routine Services:				
030	Skilled Nursing Care	6110	4,486,622	4,231,522
035	Intermediate Care	6120		
040	Mentally Disordered Care	6130		
045	Developmentally Disabled Care	6140	1,456,021	1,472,148
050	Sub-Acute Care	6150		
051	Sub-Acute Care - Pediatric	6160		
053	Transitional Inpatient Care	6170		
055	Hospice Inpatient Care	6180		
060	Other Routine Services	6190		
065	Total Routine Services	Lines 030 thru 060	5,942,643	5,703,670
Ancillary Services:				
070	Patient Supplies	8100	95,500	181,402
072	Specialized Support Services	8150		
075	Physical Therapy	8200	294,415	347,179
076	Respiratory Therapy	8220		
077	Occupational Therapy	8250	192,625	245,821
078	Speech Therapy	8280	58,087	55,160
080	Pharmacy	8300	240,342	280,802
085	Laboratory	8400	17,849	9,790
090	Home Health Services	8800		
095	Other Ancillary Services	8900	100,389	94,795
100	Total Ancillary Services	Lines 070 thru 095	999,207	1,214,949
Support Services:				
105	Plant Operations and Maintenance	6200	609,736	564,822
110	Housekeeping	6300	532,966	525,054
115	Laundry and Linen	6400	324,449	322,421
120	Dietary	6500	1,381,888	1,305,886
125	Social Services	6600	146,618	146,145
130	Activities	6700	136,623	165,030
135	Inservice Education - Nursing	6800	158,672	162,314
140	Administration	6900	2,553,350	2,515,557
145	Total Support Services	Lines 105 thru 140	5,844,302	5,707,229
Property expenses:				
155	Depreciation and Amortization	7110 thru 7160	130,562	125,288
160	Leases and Rentals	7200	11,127	11,997
165	Property Taxes	7300	17,497	16,992
170	Property Insurance	7400	53,917	46,851
175	Interest - Property, Plant and Equipment	7500		
180	Total Property Expenses	Lines 155 thru 175	213,103	201,128
Other expenses:				
185	Interest - Other	7600	1,210,799	1,210,749
190	Provision for Bad Debts	7700	60,000	42,000
195	Total Other Expenses	Lines 185 and 190	1,270,799	1,252,749
200	TOTAL HEALTH CARE EXPENSES	Sum of Lines 065,	14,270,054	14,079,725
205	INCOME(LOSS) FROM HEALTH CARE OPERATIONS	Line 025 less 200	-1,202,657	-1,179,017
210	NONHEALTH CARE REVENUE AND EXPENSE, NET *	9100		232
215	INCOME (LOSS) BEFORE INCOME TAXES AND EXTRAORDINARY	Lines 205 + 210	-1,202,657	-1,178,785
PROVISION FOR INCOME TAXES:				
220	Current	9200		
225	Deferred	9200		
230	Total Income Taxes	Lines 220 + 225		
235	INCOME(LOSS) BEFORE EXTRAORDINARY ITEMS	Lines 215 less 230	-1,202,657	-1,178,785
EXTRAORDINARY ITEMS: (Describe)				
240		9300		
245		9300		
250	Total Extraordinary Items	Lines 240 + 245		
255	NET INCOME(LOSS)	Lines 235 less 250	-1,202,657	-1,178,785

CHARITY CARE FOOTNOTE

260 Forgone Charges at Established Rates
 265 Total Number of Charity Days

*Check this block if line 210 contains Residential Revenues and Expenses. []

DATE PREPARED: 01/18/2016

STATEMENT OF CASH FLOWS
GENERAL FUND

REPORT 9 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015
(1) (2)

Current Period Prior Period

CASH FLOWS FROM OPERATING ACTIVITIES AND NONOPERATING REVENUE:			
005	Net Income(loss) (Must agree with Page 8, Line 255)	-1,202,657	-1,178,785
	Adjustments to reconcile net income to net each provided by (used for) operating activities and nonoperating revenue:		
010	Depreciation and amortization	129,807	124,812
015	Change in marketable securities		
020	Change in accounts and notes receivable, net of allowances for doubtful accounts and contractual adjustments	-1,134,876	220,798
025	Change in receivables from third-party payors		
030	Change in other receivables	-94,582	
035	Change in due from restricted funds		
040	Change in inventory, prepaid expenses and other current assets	48,232	39,777
045	Change in accounts payable	277,832	53,829
050	Change in accrued compensation and related liabilities	-56,735	-50,727
055	Change in other accrued liabilities	-73,558	-3,873
060	Change in advances from third-party payors		
065	Change in payables to third-party payors	46,791	
070	Change in due to restricted funds		
075	Change in income taxes payable and other current liabilities		
080	Change in deferred credits	7,840	1,784
085	Change in related party receivables/payables (related to operating activities)		
090			
095	Total Adjustments (Sum of lines 10 thru 90)	-849,249	386,400
100	Net Cash provided by (used for) operating activities(Sum of lines 5 and 95)	-2,051,906	-792,385
	CASH FLOWS FROM INVESTING ACTIVITIES:		
105	Change in assets whose use is limited		
110	Purchase of property, plant and equip and increase in const in progress	-115,437	-169,821
115			
120			
125			
130			
135			
140	Net cash provided by (used for) investing activities (Sum of lines 105 and 135)	-115,437	-169,821
	CASH FLOWS FROM FINANCING ACTIVITIES:		
145	Proceeds from issuance of long-term debt	1,195,353	1,195,809
150	Principal payments on long-term debt		
155	Proceeds from issuance of notes and loans		
160	Principal payments on notes and loans		
165	Dividends paid		
170	Proceeds from issuance of common stock		
175	CPA ADJUSTMENT TO RETAINED EAR	-317,934	-95,658
180	ROUNDING DIFF	1	
185			
190			
195			
200	Net cash provided by (used for) financing activities (sum of lines 145 through 195)	877,420	1,100,151
205	Net Increase (decrease) in cash (lines 100 + 140 + 200)	-1,289,923	137,945
210	Cash at beginning of period (column 1 must agree with column 2, line 215 and Page 5.1, column 2, line 5)	3,133,549	2,995,604
215	Cash at end of period (Lines 205 + 210)(Column 1 must agree with Page 5.1, column 1, line 5)	1,843,626	3,133,549

DATE PREPARED: 01/18/2016

EXPENSE TRIAL BALANCE WORKSHEET

REPORT 10.1(1) OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

ACCOUNT TITLE	Account Number	(1) Salaries and Wages*	(2) Employee Benefits	(3) Other Expenses	(4) Total Expenses (Sum Cs.1,2,3)
005 Plant Operations and Maintenance	6200	109,353	49,445	450,938	609,736
010 Housekeeping	6300	343,833	142,248	46,885	532,966
015 Depreciation: Bldgs and Improvements	7110-20				
020 Depreciation: Leasehold Improvements	7130			71,744	71,744
025 Depreciation: Equipment	7140			57,579	57,579
030 Other Depreciation and Amortization	7150-60			1,239	1,239
035 Lease and Rentals	7200			11,127	11,127
040 Property Taxes	7300			17,497	17,497
045 Property Insurance	7400			53,917	53,917
050 Interest-Prop, Plant, Equip and Mortg	7500				
055 Interest-Other	7600			1,210,799	1,210,799
060 Laundry and Linen	6400	210,265	72,255	41,929	324,449
065 Dietary	6500	628,431	224,383	529,074	1,381,888
070 Provision for Bad Debts	7700			60,000	60,000
Ancillary Services:					
075 Patient Supplies	8100			95,500	95,500
077 Specialized Support Surfaces	8150				
080 Physical Therapy	8200			294,415	294,415
081 Respiratory Therapy	8220				
082 Occupational Therapy	8250			192,625	192,625
083 Speech Therapy	8280			58,087	58,087
085 Pharmacy	8300			240,342	240,342
090 Laboratory	8400			17,849	17,849
095 Home Health Services	8800				
100 Other Ancillary Services	8900			100,389	100,389
Routine services:					
105 Skilled Nursing Care	6110	3,217,005	1,147,692	121,925	4,486,622
110 Intermediate Care	6120				
115 Mentally Disordered Care	6130				
120 Developmentally Disabled Care	6140	1,013,917	329,568	112,536	1,456,021
125 Sub-Acute Care	6150				
126 Sub-Acute Care - Pediatric	6160				
128 Transitional Inpatient Care	6170				
130 Hospice Inpatient Care	6180				
135 Other Routine Services	6190				
140 Beauty and Barber**					
145 Other Non-reimbursable***					11,274,791
150 Subtotal(Combine Lines 5 thru 145)					
155 Social Services	6600	109,875	35,134	1,609	146,618
160 Activities	6700	86,639	34,210	15,774	136,623
165 Administration	6900	698,944	193,627	1,660,779	2,553,350
170 Inservice Education - Nursing	6800	109,652	46,331	2,689	158,672
175 Total(See instructions)		6,527,914	2,274,893	5,467,247	14,270,054

*Column 1, lines 5 thru 175 includes only Productive Salaries and Wages. Compensation for time off must be included in column 2 lines 5 through 175

**Beauty and Barber must be included in other Ancillary Services(Line 100)thru Col 10 and then reclassified to Line 140 Col 13.

***All other non-reimbursable expenses must be included in appropriate cost centers thru column 10 and then reclassified to Line 145 in column 13.

DATE PREPARED: 01/18/2016 EXPENSE TRIAL BALANCE WORKSHEET
Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

REPORT 10.1(1) OSHPD FACILITY NO: 206190266
Report Period: 07/01/2014 To 06/30/2015

SUPPLEMENTAL EXPENSE INFORMATION	(2)	(3)
180 Raw Food Costs (included in col 3, line 65)		401,576
185 Worker's Compensation Insurance (included in col 2, line 175)	396,188	
190 State Unemployment Insurance (included in col 2, line 175)	14,924	

DATE PREPARED: 01/18/2016
 Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

EXPENSE TRIAL BALANCE WORKSHEET

REPORT 10.1(2) OSHPD FACILITY NO: 206190266
 Report Period: 07/01/2014 To 06/30/2015

ACCOUNT TITLE	Account Number	(5) Amounts Directly Assignable		(7) Balance To Be Apportioned [C.4-(5&6)]	(8) Apport. Factor Amount Apportioned For Residential Care Portion* (C.7xC.8)		(9) Amount Apportioned To Residential Care Based on Square Feet:
		Resid. Care	Health Care				
005 Plant Operations and Maintenance	6200						
010 Housekeeping	6300						
015 Depreciation:Bldgs and Improvements	7110-20						
020 Depreciation:Leasehold Improvements	7130						
025 Depreciation:Equipment	7140						
030 Other Depreciation and Amortization	7150-60						
035 Lease and Rentals	7200						
040 Property Taxes	7300						
045 Property Insurance	7400						
050 Interest-Prop, Plant, Equip and Mortg	7500						
055 Interest-Other	7600						
060 Laundry and Linen	6400						Based on Pounds of Clean, Dry Linen:
065 Dietary	6500						Based on Number of Meals Served:
070 Provision for Bad Debts	7700						Based on Gross Revenues:
Ancillary Services:							
075 Patient Supplies	8100						
077 Specialized Support Surfaces	8150						
080 Physical Therapy	8200						
081 Respiratory Therapy	8220						
082 Occupational Therapy	8250						
083 Speech Therapy	8280						
085 Pharmacy	8300						
090 Laboratory	8400						
095 Home Health Services	8800						
100 Other Ancillary Services	8900						
Routine services:							
105 Skilled Nursing Care	6110						
110 Intermediate Care	6120						
115 Mentally Disordered Care	6130						
120 Developmentally Disabled Care	6140						
125 Sub-Acute Care	6150						
126 Sub-Acute Care - Pediatric	6160						
128 Transitional Inpatient Care	6170						
130 Hospice Inpatient Care	6180						
135 other Routine Services	6190						
140 Beauty and Barber**							
145 Other Non-reimbursable***							
150 Subtotal(Combine Lines 5 thru 145)							Based on Accumulated Costs:
155 Social Services	6600						
160 Activities	6700						
165 Administration	6900						
170 Inservice Education - Nursing	6800						
175 Total(See instructions)							

*Apportionment factors are specified in section 4020.2 of the Second Edition, Accounting and Reporting Manual for California Long-term Care Facilities." Apportionment factors must be reported to six decimal places
 **Beauty and Barber must be included in Other Ancillary Services(Line 100)thru Col 10 and then reclassified to Line 140 Col 13.
 ***All other non-reimbursable expenses must be included in appropriate cost centers thru Column 10 and then reclassified to Line 145 in column 13.

DATE PREPARED: 01/18/2016
 Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

EXPENSE TRIAL BALANCE WORKSHEET

REPORT 10.1(3) DSHPD FACILITY NO: 206190266
 Report Period: 07/01/2014 to 06/30/2015

		-----ALL FACILITIES-----					---MEDI-CAL PROVIDERS ONLY---	
ACCOUNT TITLE	Account Number	(10) Total Health Care Portion (C.4-(5+9)	(11) Adjust for Oth Operating Rev Medi-Cal(P10.2)	(12) Adjust Direct Expenses (Cs 10-11)	(13) Adjust to Exp for Medi-Cal (P10.3)	(14) Adjust Trial for Medi-Cal (Cs 10+13)		
005 Plant Operations and Maintenance	6200	609,736		609,736		603,540		
010 Housekeeping	6300	532,966		532,966	-6,196	532,966		
015 Depreciation:Bldgs and Improvements	7110-20							
020 Depreciation:Leasehold Improvements	7130	71,744		71,744		71,744		
025 Depreciation:Equipment	7140	57,579		57,579		57,579		
030 Other Depreciation and Amortization	7150-60	1,239		1,239		1,239		
035 Lease and Rentals	7200	11,127		11,127		11,127		
040 Property Taxes	7300	17,497		17,497		17,497		
045 Property Insurance	7400	53,917		53,917		53,917		
050 Interest-Prop, Plant, Equip and Mortg	7500							
055 Interest-Other	7600	1,210,799	3,541	1,207,258	-1,207,141	3,658		
060 Laundry and Linen	6400	324,449		324,449		324,449		
065 Dietary	6500	1,381,888	2,303	1,379,585	-2,303	1,379,585		
070 Provision for Bad Debts	7700	60,000		60,000	-60,000			
Ancillary Services:								
075 Patient Supplies	8100	95,500		95,500		95,500		
077 Specialized Support Surfaces	8150							
080 Physical Therapy	8200	294,415		294,415		294,415		
081 Respiratory Therapy	8220							
082 Occupational Therapy	8250	192,625		192,625		192,625		
083 Speech Therapy	8280	58,087		58,087		58,087		
085 Pharmacy	8300	240,342		240,342		240,342		
090 Laboratory	8400	17,849		17,849		17,849		
095 Home Health Services	8800							
100 Other Ancillary Services	8900	100,389		100,389	-14,704	85,685		
Routine services:								
105 Skilled Nursing Care	6110	4,486,622		4,486,622	-18,720	4,467,902		
110 Intermediate Care	6120							
115 Mentally Disordered Care	6130							
120 Developmentally Disabled Care	6140	1,456,021		1,456,021		1,456,021		
125 Sub-Acute Care	6150							
126 Sub-Acute Care - Pediatric	6160							
128 Transitional Inpatient Care	6170							
130 Hospice Inpatient Care	6180							
135 Other routine Services	6190							
140 Beauty and Barber**					14,704	14,704		
145 Other Non-reimbursable***								
150 Subtotal(Combine Lines 5 thru 145)								
155 Social Services	6600	146,618		146,618		146,618		
160 Activities	6700	136,623		136,623		136,623		
165 Administration	6900	2,553,350	813	2,552,537	-53,854	2,499,496		
170 Inservice Education - Nursing	6800	158,672		158,672		158,672		
175 Total(See instructions)		14,270,054	6,657	14,263,397	-1,348,214	12,921,840		

**Beauty and Barber must be included in Other Ancillary Services(Line 100)thru Col 10 and then reclassified to Line 140 Col 13.
 ***All Other non-reimbursable expenses must be included in appropriate cost centers thru Column 10 and then reclassified to Line 145 in Column 13.

DATE PREPARED: 01/18/2016

ADJUSTMENTS FO TRIAL BALANCE EXPENSES
FOR OTHER OPERATING REVENUE OFFSET

REPORT 10.2 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

Line No	Description	Account No.	(1) Amount*	(2) Page 10.1 Trial Balance Line No.
005	Vending Maching Commissions	5710		5
010	Laundry and Linen Revenue	5720		60
015	Social Services Fees	5730		155
020	Donated Supplies	5740		Various
025	Telephone Revenue	5750		165
030	Transfers from Restricted Funds for Operating Expenses	5760		Various
035	Nonpatient Food Sales	5770	2,303	65
040	Television/Radio Charges	5780		5
045	Parking Revenue	5790		5
050	Rebates and Refunds on Expenses	5800		Various
055	Nonpatient Room rentals	5810		15,20,35
060	Nonpatient Drug Sales	5820		85
065	Nonpatient Supplies Sales	5830		75
070	Medical Records and Abstract Sales	5840		165
075	Cash Discounts on Purchases	5850		Various
080	Sale of Scrap and Waste	5860		Various
085	FLU VACCINE INCOME	5990		Various
090	INTEREST INCOME		3,541	Various
095	OTHER REVENUE		813	Various
100	Total (Sum of lines 5 through 95)		6,657	

*Transfer amounts in column 1 to Page 10.1(3), column 11, line number indicated in column 2.

DATE PREPARED: 01/18/2016

ADJUSTMENTS OF TRIAL BALANCE EXPENSES
(Medi-Cal Providers Only)

REPORT 10.3 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER
(1)

Report Period: 07/01/2014 To 06/30/2015
(5) (6)

(1) DESCRIPTION	(2) Page 10.1 Trial Balance Line No.	(3) BAS I S*	(4) Amount Increase (Decrease)	(5) Health Care Portion	(6) Explanation of Adjustment
005 Depreciation (Excess of Straight Line)					
010 Education (Nursing, etc.)					
015 Employee and Guest Meals	65	B	-2,303	-2,303	OFFSET NONPATIENT FOOD SALES
020 Gift, Flower and Coffee Shops					
025 Grants, Gifts and Donations					
030 Inpatient Utilization Review					
035 Interest Earned on Unrestricted Funds	55	B	-3,541	-3,541	OFFSET INTEREST EARNED
040 Laundry and Linen Service (Non-patient)					
045 Nonallowable Costs related to Certain Capital Expenditures					
050 Parking Lot					
055 Payments Received from Specialists					
060 Radio and Television Service	5	A	-6,196	-6,196	DISALLOW CABLE FEES
065 Rebates and Refunds of Expenses	165	B			
070 Recovery of Insured Loss					
075 Bad Debts	70	A	-60,000	-60,000	ELIMINATE BAD DEBTS
080 Rental of Space					
085 Rental of Quarters to Employees and					
090 Sale of Drugs to Other than Patients					
095 Sale of Medical Records and Abstracts					
100 Sale of Medical and Surgical Supplies Other than Patients		A			
105 Sale of Scrap, Waste, etc.					
110 Telephone Service					
115 Trade, Quantity, Time and Other Discounts on Purchases					
120 Vending Machine Commissions	5	B			
125 Owner Compensation Adjustment					
130 Travel and Entertainment (non-allowable)					
135 Revaluation Depreciation and Interest**					
140 MEDICAL RECORDS COPIES	165	B	-813	-813	SALE OF MED RECORD & REFUND
145 From page 10.4, line 37			-1,275,361	-1,275,361	
Related Organization Costs-					
150 Interest	55	A			
155 Depreciation	15	A			
160 Rent/Lease					
165 Related Taxes					
170 Related Insurance					
175 Other (specify)	5	A			
180	25	A			
185 From page 10.4, line 47					
NON-REIMBURSABLE COST CENTERS					
190 Fund Raising					
195 Research					
200 Beauty and Barber					
205 From page 10.4, line 57					
210 TOTAL (Combine Lines 5 thru 205)			-1,348,214	-1,348,214	

*BASIS: A-Cost B-Amount Received

**Depreciation and interest expense related to the revaluation of assets due to change of ownership on or after 7/18/84.

DATE PREPARED: 01/18/2016

SUPPLEMENTAL ADJUSTMENTS OF TRIAL BALANCE EXPENSES
(Medi-Cal Providers Only)

REPORT 10.4 OSHPD FACILITY NO: 206190266

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER
(1)

Report Period: 07/01/2014 To 06/30/2015
(5)
(6)

(1)	(2)	(3)	(4)	(5)	(6)
DESCRIPTION	Page 10.1 Trial Balance Line No.	BAS I S*	Amount Increase (Decrease)	Health Care Portion	Explanation of Adjustment
001 ADMIN-OTHER NONLABOR	165	A	-8,909	-8,909	ELIMINATE FINES & PENALTY
002 ADMIN-OTHER NONLABOR	165	A			ELIMINATE MARKETING FORMS
003 ADMIN-OTHER NONLABOR	165	A	-30,879	-30,879	ELIMINATE COMMUNITY INVOLVEME
004 ADMIN-OTHER NONLABOR	165	A	-7,128	-7,128	ELIMINATE ADVERTISING EXPENSE
005 ADMIN-OTHER NONLABOR	165	A	-5,029	-5,029	ELIMINATE MARKETING EXP
006 BEAUTY & BARBER	140	A	14,704	14,704	RECLASS B&B FR OTHER ANC SVCS
007 OTHER ANCILLARY SVCS -OTHER NO	100	A	-14,704	-14,704	RECLASS OF B&B
008 ADMIN-OTHER NONLABOR	165	A	-3,644	-3,644	ELIMINATE NONALLOWABLE DUES
009 ADMIN-OTHER NONLABOR	165	A			ELIMINATE CONTR & DONATIONS
010 ADMIN-OTHER NONLABOR	165	A	990	990	ELIMINATE CASH OVER/SHORT
011	165	A			
012	165	A			
013	165	A			
014 ADMIN-SALARIES & WAGES	165	A	-17,162	-17,162	ELIM PART OF ADMISSION COORD
015 ADMIN-OTHER NONLABOR	165	A	-100,016	-100,016	DHS LICENSE
016 DHS LICENSING FEE	165	A	100,016	100,016	DHS LICENSE
017 ADMIN-OTHER NONLABOR	165	A	-274,629	-274,629	LIABILITY INSURANCE
018 LIABILITY INSURANCE	165	A	274,629	274,629	LIABILITY INSURANCE
019 SNF-BENEFITS	105	A	-18,720	-18,720	MANAGED CARE COORD RECLASS
020 ADMIN-BENEFITS	165	A	18,720	18,720	MANAGED CARE COORD RECLASS
021 ELIMINATE INTEREST ON LOANS -	55	A	-1,203,600	-1,203,600	NON-ALLOWABLE COI LOAN INTERE
022		A			
023		A			
024		A			
025		A			
026		A			
027		A			
028		A			
029		A			
030		A			
031		A			
032		A			
033		A			
034		A			
035		A			
036		A			
037		A	-1,275,361	-1,275,361	
038		A			
039		A			
040		A			
041		A			
042		A			
043		A			
044		A			
045		A			
046		A			
047		A			
048		A			
049		A			
050		A			
051		A			
052		A			
053		A			
054		A			
055		A			
056		A			
057		A			

*BASIS: A-Cost B-Amount Received

**Depreciation and interest expense related to the revaluation of assets due to change of ownership on or after 7/18/84.

| Based on Adjusted Trial Balance for Medi-Cal (Page 10.1 Col 14) |

ACCOUNT TITLE	Account Number	(1) Salaries and Wages	(2) Employee Benefits	(3) Staffing Agency Cost	(4) Other Non-Labor Expenses	(5) Total Expenses (Sum Cs 1-4)
005 Plant Operations and Maintenance	6200	109,353	49,445		444,742	603,540
010 Housekeeping	6300	343,833	142,248		46,885	532,966
015 Depreciation:Bldgs and Improvements	7110-7120					
020 Depreciation:Leasehold Improvements	7130				71,744	71,744
025 Depreciation:Equipment	7140				57,579	57,579
030 Other Depreciation and Amortization	7150-7160				1,239	1,239
035 Lease and Rentals	7200				11,127	11,127
040 Property Taxes	7300				17,497	17,497
045 Property Insurance	7400				53,917	53,917
050 Interest-Property, Plant and Equipment	7500					
055 Interest-Other	7600				3,658	3,658
060 Laundry and Linen	6400	210,265	72,255		41,929	324,449
065 Dietary	6500	628,431	224,383		526,771	1,379,585
070 Provision for Bad Debts	7700					
075 Patient Supplies	8100				95,500	95,500
077 Specialized Support Surfaces	8150					
080 Physical Therapy	8200			294,339	76	294,415
081 Respiratory Therapy	8220					
082 Occupational Therapy	8250			192,625		192,625
083 Speech Therapy	8280			58,087		58,087
085 Pharmacy	8300				240,342	240,342
090 Laboratory	8400				17,849	17,849
095 Home Health Services	8800					
100 Other Ancillary Services	8900				85,685	85,685
101 Sub-Acute Ancillary Services*	8100-8900					
102 Sub-Acute Pediatric Ancillary Serv**	8100-8900					
105 Skilled Nursing Care	6110	3,217,005	1,128,972		121,925	4,467,902
110 Intermediate Care	6120					
115 Mentally Disordered Care	6130					
120 Developmentally Disabled Care	6140	1,013,917	329,568		112,536	1,456,021
125 Sub-Acute Care	6150					
126 Sub-Acute Care - Pediatric	6160					
128 Transitional Inpatient Care	6170					
130 Hospice Inpatient Care	6180					
135 Other Routine Services	6190					
139 Residential Care **	9100					
140 Beauty and Barber					14,704	14,704
145 Other Non-reimbursable						
155 Social Services	6600	109,875	35,134		1,609	146,618
160 Activities	6700	86,639	34,210		15,774	136,623
165 Administration(exc reclassified amts)	6900	550,695	167,663		508,802	1,227,160
166 Medical Records-Salaries & Wages***	6900	131,087	44,683		12,221	187,991
167 DPH Licensing Fees ***	6900				100,016	100,016
168 Liability Insurance ***	6900				274,629	274,629
169 Quality Assurance Fees ***	6900				709,700	709,700
170 Inservice Education - Nursing	6800	109,652	46,331		2,689	158,672
174 Caregiver Training ***	1900					
175 TOTAL ****		6,510,752	2,274,892	545,051	3,591,145	12,921,840

*Amounts reclassified from ancillary service type accounts (lines 75 through 100)

**Complete with Direct residential Care Costs

***Amounts reclassified from Administration (line 165)

****Totals in column 5 must match page 10.1, column 14, for each respective cost center (except reclasses)

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER Report Period: 07/01/2014 To 06/30/2015

Line No.		(1)	(2)
005	Total Licensed Beds Prior to Modification(s):	244	
010	Total Licensed Beds End of Period:	244	CAPITAL THRESHOLD 122,000
015	Total Unlicensed Beds End of Period (e.g. residential care):		(Licensed beds end of period * \$500)

Section 1. Capital Additions and Improvements (Excluding Replacements)

Part A. SNF Bed Additions During the Report Period

	Enter Data for each Bed Addition Project Completed During the Report Period		
Line No.	(1) Project 1	(2) Project 2	(3) Project 3
025	Num of New Licensed Beds	/ /	/ /
030	Date Placed into Service	/ /	/ /
035	Total Costs		

Part B. Other Additions or Improvements Completed During the Report Period (note that additions or improvements must be grouped by related project; unrelated line items will be disallowed)

Line No.	(1)
050	Project 1 Description:
055	Date Placed in Service: / /
	Itemized Detail for Project 1:

Line No.	(1) Detailed Description	(2) Leased or Rented?	(3) Reltd Party Transaction (Yes OR No)?	(4) Invoice Date	(5) Useful Life (in Months)(2)	(6) Total Cost	(7) Depreciation Expense	(8) Amount Financed
056				/ /				
057				/ /				
058				/ /				
059				/ /				
060				/ /				
061				/ /				
062				/ /				
063				/ /				
064				/ /				
065				/ /				
066				/ /				
067				/ /				
068				/ /				
069				/ /				
070				/ /				
071				/ /				
072				/ /				
073				/ /				
074				/ /				
075				/ /				

076 Total Project 1 Costs:

Line No.	(1)
090	Project 2 Description:
095	Date Placed in Service: / /
	Itemized Detail for Project 2:

Line No.	(1) Detailed Description	(2) Leased or Rented?	(3) Reltd Party Transaction (Yes OR No)?	(4) Invoice Date	(5) Useful Life (in Months)(2)	(6) Total Cost	(7) Depreciation Expense	(8) Amount Financed
096				/ /				
097				/ /				
098				/ /				
099				/ /				
100				/ /				
101				/ /				
102				/ /				
103				/ /				
104				/ /				
105				/ /				
106				/ /				
107				/ /				

108 Total Project 2 Costs:

Notes:

(1) For the purposes of this voluntary supplemental schedule, the following definitions apply:

- * Capital Addition - land, building equipment major moveable equipment that have an estimated useful life at the time of the acquisition of at least two years, a historical cost of at least \$5,000 per item, and is not considered a replacement of a previously acquired asset.
- * Capital Improvement - betterment of land, buildings, building equipment, major moveable equipment or leasehold property that either extends the useful life of at least two years beyond the original useful life of such asset or significantly increases the productivity over the original productivity of such asset, a cost of at least \$5,000 per item and is not considered a replacement of a previously acquired asset.
- * Capital Replacement - land, buildings, building equipment, major moveable equipment and leasehold improvements that

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER Report Period: 07/01/2014 To 06/30/2015

would be classified as a capital addition or improvement under the above definitions, except that such asset is considered a replacement of a previously acquired asset. A replacement is an asset that fills the place, position or purpose once filled by an asset that has been lost, destroyed, discarded or is no longer usable or adequate.

- (2) Refer to CMS Publication 15-1, Sections 104-117 for additional information on useful life standards.
- (3) Refer to CMS Publication 15-1, Section 132 for additional information.
- (4) Refer to CMS Publication 15-1, Section 104 for additional information on the manner of disposal.

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

Line No.	(1) Detailed Description	(2) Leased or Rented?	(3) Reltd Party Transaction (Yes OR No)?	(4) Invoice Date	(5) Useful Life (in Months)(2)	(6) Total Cost	(7) Depreciation Expense	(8) Amount Financed
120	Project 3 Description:							
125	Date Placed in Service:			/ /				
126	Itemized Detail for Project 3:			/ /				
127				/ /				
128				/ /				
129				/ /				
130				/ /				
131				/ /				
132				/ /				
133				/ /				
134				/ /				
135				/ /				
136				/ /				
137				/ /				
138	Total Project 3 Costs:							

Line No.	(1) Detailed Description	(2) Leased or Rented?	(3) Reltd Party Transaction (Yes OR No)?	(4) Invoice Date	(5) Useful Life (in Months)(2)	(6) Total Cost	(7) Depreciation Expense	(8) Amount Financed
150	Project 4 Description:							
155	Date Placed in Service:			/ /				
156	Itemized Detail for Project 4:			/ /				
157				/ /				
158				/ /				
159				/ /				
160				/ /				
161				/ /				
162				/ /				
163				/ /				
164				/ /				
165				/ /				
166				/ /				
167				/ /				
168	Total Project 4 Costs:							

Line No.	(1) Detailed Description	(2) Leased or Rented?	(3) Reltd Party Transaction (Yes OR No)?	(4) Invoice Date	(5) Useful Life (in Months)(2)	(6) Total Cost	(7) Depreciation Expense	(8) Amount Financed
180	Project 5 Description:							
185	Date Placed in Service:			/ /				
186	Itemized Detail for Project 5:			/ /				
187				/ /				
188				/ /				
189				/ /				
190				/ /				
191				/ /				
192				/ /				
193				/ /				
194				/ /				
195				/ /				
196				/ /				
197				/ /				
198	Total Project 5 Costs:							

Notes:

(1)For the purposes of this voluntary supplemental schedule, the following definitions apply:

- * Capital Addition - land, building equipment major moveable equipment that have an estimated useful life at the time of the acquisition of at least two years, a historical cost of at least \$5,000 per item, and is not considered a replacement of a previously acquired asset.
- * Capital Improvement - betterment of land, buildings, building equipment, major moveable equipment or leasehold property that either extends the useful life of at least two years beyond the original useful life of such asset or significantly increases the productivity over the original productivity of such asset, a cost of at least \$5,000 per item and is not considered a replacement of a previously acquired asset.
- * Capital Replacement - land, buildings, building equipment, major moveable equipment and leasehold improvements that would be classified as a capital addition or improvement under the above definitions, except that such asset is considered a replacement of a previously acquired asset. A replacement is an asset that fills the place, position or purpose once filled by an asset that has been lost, destroyed, discarded or is no longer usable or adequate.

(2)Refer to CMS Publication 15-1, Sections 104-117 for additional information on useful life standards.

DATE PREPARED: 01/18/2016 CAPITAL ADDITIONS, IMPROVEMENTS AND REPLACEMENTS (1) REPORT 10.6 OSHPD FACILITY NO: 206190266
(Medi-Cal Providers, Only)
(INCOMPLETE, INACCURATE OR ALTERED SCHEDULES WILL NOT BE ACCEPTED FOR RATE-SETTING PURPOSES)

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

(3) Refer to CMS Publication 15-1, Section 132 for additional information.

(4) Refer to CMS Publication 15-1, Section 104 for additional information on the manner of disposal.

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER Report Period: 07/01/2014 To 06/30/2015

Section II. Capital Replacements Completed During the Report Period

Part A. Acquisition Costs and Depreciation for REPLACEMENT Asset

----- Replacement Asset -----								
Line No.	(1) Detailed Description	(2) Related Party Transaction (Yes or No)?	(3) Date Placed in Service	(4) Useful Life (in Months)(2)	(5) Total Cost	(6) Depreciation Expense	(7) Basis	(8) Adjusted Basis (3)
200			/ /					
201			/ /					
202			/ /					
203			/ /					
204			/ /					
205			/ /					
206			/ /					
207			/ /					
208			/ /					
209			/ /					
210	Total - Section II, Pt A Only							

Part B. Acquisition Costs and Depreciation of RETIRED Asset

----- Retired Asset -----							
Line No.	(1) Detailed Description	(2) Section II, Part A Line # Reference	(3) Useful Life (in Months) (2)	(4) Total Cost	(5) Depreciation Expense	(6) Date Acquired	(7) Date of Disposal
230						/ /	/ /
231						/ /	/ /
232						/ /	/ /
233						/ /	/ /
234						/ /	/ /
235						/ /	/ /
236						/ /	/ /
237						/ /	/ /
238						/ /	/ /
239						/ /	/ /
240	Total - Section II, Pt B Only						

----- Retired Asset -----				
Line No.	(1) Detailed Description	(8) Basis	(9) Adjusted Basis (3)	(10) Manner of Disposition (4)
230				
231				
232				
233				
234				
235				
236				
237				
238				
239				
240	Total - Section II, Pt B Only			

Notes:

(1) For the purposes of this voluntary supplemental schedule, the following definitions apply:

- * Capital Addition - land, building equipment major moveable equipment that have an estimated useful life at the time of the acquisition of at least two years, a historical cost of at least \$5,000 per item, and is not considered a replacement of a previously acquired asset.
- * Capital Improvement - betterment of land, buildings, building equipment, major moveable equipment or leasehold property that either extends the useful life of at least two years beyond the original useful life of such asset or significantly increases the productivity over the original productivity of such asset, a cost of at least \$5,000 per item and is not considered a replacement of a previously acquired asset.
- * Capital Replacement - land, buildings, building equipment, major moveable equipment and leasehold improvements that would be classified as a capital addition or improvement under the above definitions, except that such asset is considered a replacement of a previously acquired asset. A replacement is an asset that fills the place, position or purpose once filled by an asset that has been lost, destroyed, discarded or is no longer usable or adequate.

(2) Refer to CMS Publication 15-1, Sections 104-117 for additional information on useful life standards.

(3) Refer to CMS Publication 15-1, Section 132 for additional information.

(4) Refer to CMS Publication 15-1, Section 104 for additional information on the manner of disposal.

Facility D.B.A. Name: EL ENCANTO HEALTHCARE & HABILITATION CENTER

Report Period: 07/01/2014 To 06/30/2015

Line No.	ACCOUNT TITLE	(1) Capital	(2) Plant Operations	(3) Housekeeping	(4) Laundry & Linen	(5) Dietary
005	Plant Operations and Maintenance	2,201				
010	Housekeeping	901	901			
060	Laundry and Linen	2,639	2,639	2,639		
065	Dietary	4,563	4,563	4,563		
075	Patient Supplies	401	401	401		
077	Specialized Support Surfaces					
080	Physical Therapy	912	912	912		
081	Respiratory Therapy					
082	Occupational Therapy	781	781	781		
083	Speech Pathology	83	83	83		
085	Pharmacy	267	267	267		
090	Laboratory					
095	Home Health Services					
100	Other Ancillary Services					
101	Sub-Acute Ancillary Services					
102	Sub-Acute - Pediatric Ancillary Services					
105	Skilled Nursing Care	25,282	25,282	25,282	304,236	131,340
110	Intermediate Care					
115	Mentally Disordered Care					
120	Developmentally Disabled Care	10,700	10,700	10,700	101,764	43,932
125	Sub-Acute Care					
126	Sub-Acute Care - Pediatric					
128	Transitional Inpatient Care					
130	Hospice Inpatient Care					
135	Other Routine Services					
139	Residential Care					
140	Beauty and Barber	156	156	156		
145	Other Non-reimbursable					
155	Social Services	285	285	285		
160	Activities	2,742	2,742	2,742		
165	Administration	1,842	1,842	1,842		
166	Medical Records - salaries and wages	770	770	770		
170	Inservice Education - Nursing	683	683	683		
174	Caregiver Training					
175	TOTAL	55,208	53,007	52,106	406,000	175,272

Line No.	ACCOUNT TITLE	(6) Social Services	(7) Activities	(8) Inservice Education	(9) Administration	(10) Medical Records
005	Plant Operations and Maintenance					
010	Housekeeping					
060	Laundry and Linen					
065	Dietary					
075	Patient Supplies					
077	Specialized Support Surfaces					
080	Physical Therapy					
081	Respiratory Therapy					
082	Occupational Therapy					
083	Speech Pathology					
085	Pharmacy					
090	Laboratory					
095	Home Health Services					
100	Other Ancillary Services					
101	Sub-Acute Ancillary Services					
102	Sub-Acute - Pediatric Ancillary Services					
105	Skilled Nursing Care					
110	Intermediate Care					
115	Mentally Disordered Care					
120	Developmentally Disabled Care					
125	Sub-Acute Care					
126	Sub-Acute Care - Pediatric					
128	Transitional Inpatient Care					
130	Hospice Inpatient Care					
135	Other Routine Services					
139	Residential Care					
140	Beauty and Barber					
145	Other Non-reimbursable					
155	Social Services					
160	Activities					
165	Administration					
166	Medical Records - Salaries and Wages					
170	Inservice Education - Nursing					
174	Caregiver Training					
175	TOTAL					

ACCOUNT DESCRIPTION	EXPENSES	PLANT OPERATIONS, INTEREST, OTHER		LAUNDRY, LINEN	
	FROM PAGE 10.1 COLUMN 14 (1)	BASIS* Square Feet (2)	AMOUNT (3)	BASIS* Clean, Dry Pounds (4)	AMOUNT (5)
005 General Service Costs	5,998,710		1,353,267		324,449
ANCILLARY SERVICE COST CENTERS					
010 Patient Supplies	95,500	401	14,065		
012 Specialized Support surf					
015 Physical Therapy	294,415	912	31,988		
016 Respiratory Therapy					
017 Occupational Therapy	192,625	781	27,394		
018 Speech Therapy	58,087	83	2,911		
020 Pharmacy	240,342	267	9,365		
025 Laboratory	17,849				
030 Home Health Services					
035 Other Ancillary Services	85,685				
ROUTINE SERVICE COST CENTERS					
040 Skilled Nursing	4,467,902	25,282	886,769	304,236	243,126
045 Intermediate Care					
050 Mentally Disordered					
055 Developmentally Disabled	1,456,021	10,700	375,303	101,764	81,323
060 Sub-Acute Care					
061 Sub-Acute Care-Pediatric					
063 Transitional Inpat Care					
065 Hospice Inpatient Care					
070 Other Routine Services					
NONREIMBURSABLE COSTS					
075 Beauty and Barber	14,704	156	5,472		
080 Other Nonreimbursable					
085 TOTAL UNITS(Sum of Ls. 10 thru 80)		38,582		406,000	
090 UNIT COST MULTIPLIER		35.075087		.799135	
095 TOTAL COSTS(See Instructions)	6,923,130		1,353,267		324,449
COMPUTATION OF AVERAGE COST PER DAY	SKILLED NURSING (1)	INTERMEDIATE CARE (2)	MENTALLY DISORDERED (3)	DEVELOPMENTALLY DISABLED (4)	SUB-ACUTE CARE (5)
100 Cost of Routine Services (From Column 10 above Lines 40-70)	8,635,209			2,934,727	
105 Total Days of Service(From Page 4.1, Column 1 Lines 25,45,65,85, 110, 135, 160 and 295)	44,412			14,813	
110 Average Cost Per Day (Line 100 / Line 105)	194.43			198.12	

*Actual amount or count required, percentages are not acceptable.
 Allocation statistic must be provided for Ancillary Services Cost Centers in columns 2 and 4.

**Unit Cost Multiplier must be calculated to six decimal places.

ACCOUNT DESCRIPTION	DIETARY		SOCIAL SERVICES, ACTIVITIES AND INSERVICE EDUCATION- NURSING	
	BASIS* Patient Meals (6)	AMOUNT (7)	BASIS* Direct Expense (8)	AMOUNT (9)
005 General Service Costs		1,379,585		441,913
ANCILLARY SERVICE COST CENTERS				
010 Patient Supplies				
012 Specialized Support Surf				
015 Physical Therapy				
016 Respiratory Therapy				
017 Occupational Therapy				
018 Speech Therapy				
020 Pharmacy				
025 Laboratory				
030 Home Health Services				
035 Other Ancillary Services				
ROUTINE SERVICE COST CENTERS				
040 Skilled Nursing	131,340	1,033,791	4,467,902	333,297
045 Intermediate Care				
050 Mentally Disordered				
055 Developmentally Disabled	43,932	345,794	1,456,021	108,616
060 Sub-Acute Care				
061 Sub-Acute Care-Pediatric				
063 Transitional Inpat Care				
065 Hospice Inpatient Care				
070 Other Routine Services				
NONREIMBURSABLE COSTS				
075 Beauty and Barber				
080 Other Nonreimbursable				
085 TOTAL UNITS(Sum of Ls. 10 thru 80)	175,272		5,923,923	
090 UNIT COST MULTIPLIER	7.871109		.074598	
095 TOTAL COSTS(See Instructions)		1,379,585		441,913
COMPUTATION OF AVERAGE COST PER DAY				
100 Cost of Routine Services	SUBACUTE PED- IATRIC CARE (6)	TRANSITIONAL INPATIENT CARE (7)	HOSPICE INPATIENT CARE (8)	OTHER ROUTINE SERVICES (9)
(From Column 10 above Lines 40-70)				
105 Total Days of Service(From Page				
4,1, Column 1 Lines 25,45,65,85,11				
135, 160 and 295)				
110 Average Cost Per Day				
(Line 100 / Line 105)				

*Actual amount or count required, percentages are not acceptable.
 Allocation statistic must be provided for Ancillary Services Cost Centers in Columns 2 and 4.

**Unit Cost Multiplier must be calculated to six decimal places.

ACCOUNT DESCRIPTION	ADMINISTRATION		ADMINISTRATION	Total Expenses
	BASIS* Accumulated Cost (Col. 1,3,5,7,9) (10)	AMOUNT (11)	All Patient	Services
			Sum of Columns 8 and 9 (12)	
005 General Service Costs		2,499,496		
ANCILLARY SERVICE COST CENTERS				
010 Patient Supplies	109,565	26,276	135,841	
012 Specialized Support Surf				
015 Physical Therapy	326,403	78,278	404,681	
016 Respiratory Therapy				
017 Occupational Therapy	220,019	52,765	272,784	
018 Speech Therapy	60,998	14,629	75,627	
020 Pharmacy	249,707	59,885	309,592	
025 Laboratory	17,849	4,281	22,130	
030 Home Health Services				
035 Other Ancillary Services	85,685	20,549	106,234	
ROUTINE SERVICE COST CENTERS				
040 Skilled Nursing	6,964,885	1,670,324	8,635,209	
045 Intermediate Care				
050 Mentally Disordered				
055 Developmentally Disabled	2,367,057	567,670	2,934,727	
060 Sub-Acute Care				
061 Sub-Acute Care-Pediatric				
063 Transitional Inpat Care				
065 Hospice Inpatient Care				
070 Other Routine Services				
NONREIMBURSABLE COSTS				
075 Beauty and Barber	20,176	4,839	25,015	
080 Other Nonreimbursable				
085 TOTAL UNITS(Sum of Ls. 10 thru 80)	10,422,344			
090 UNIT COST MULTIPLIER	.239821			
095 TOTAL COSTS(See Instructions)		2,499,496	12,921,840	

	(1) Productive Hours*	(2) Productive** Salaries	(3) Hourly Average (2/1)
Salary and Wages			
NURSING SERVICES - Exclude Sub-acute Care:			
005 Supervisors and Management	10,899	483,554	44.37
010 Geriatric Nurse Practitioners			
025 Registered nurses	3,288	125,988	38.32
030 Licensed vocational nurses	55,911	1,399,639	25.03
035 Nurse Assistants (Aides and Orderlies)	147,818	1,800,679	12.18
040 Technicians and specialists			
045 Psychiatric Technicians			
060 Other salaries and wages	23,136	421,062	18.20
065 Subtotal (Sum of lines 005 thru 060)	241,052	4,230,922	17.55
SUB-ACUTE CARE NURSING SERVICES-Only:			
070 Supervisors and Management			
075 Geriatric Nurse Practitioners			
090 Registered nurses			
095 Licensed vocational nurses			
100 Nurse Assistants (Aides and Orderlies)			
105 Technicians and Specialists			
110 Psychiatric Technicians			
125 Other Salaries and Wages			
130 Subtotal (Sum of lines 070 thru 125)			
SUB-ACUTE CARE PEDIATRIC NURSING SERVICES-Only:			
140 Supervisors and Management			
145 Geriatric Nurse Practitioners			
150 Registered nurses			
155 Licensed vocational nurses			
160 Nurse Assistants (Aides and Orderlies)			
165 Technicians and Specialists			
170 Psychiatric Technicians			
175 Other Salaries and Wages			
180 Subtotal (Sum of lines 140 thru 175)			
TRANSITIONAL INPATIENT CARE-Only:			
190 Supervisors and Management			
191 Geriatric Nurse Practitioners			
192 Registered nurses			
193 Licensed vocational nurses			
194 Nurse Assistants (Aides and Orderlies)			
195 Technicians and Specialists			
196 Psychiatric Technicians			
198 Other Salaries and Wages			
199 Subtotal (Sum of lines 190 thru 198)			
ANCILLARY SERVICES:			
200 Supervisors and Management			
205 Registered nurses			
210 Licensed vocational nurses			
215 Nurse Assistants (Aides and Orderlies)			
220 Technicians and specialists			
225 Other salaries and wages			
230 Subtotal (Sum of lines 200 thru 225)			
SUPPORT SERVICES:			
250 Plant operations and maintenance	5,469	109,353	20.00
255 Housekeeping	27,504	343,833	12.50
260 Laundry and Linen	18,016	210,265	11.67
265 Dietary	43,219	628,431	14.54
270 Social services	5,435	109,875	20.22
275 Activities	6,286	86,639	13.78
280 Inservice Education-Nursing	3,096	109,652	35.42
285 Administration	24,478	698,944	28.55
290 Subtotal (Sum of lines 250 thru 285)	133,503	2,296,992	17.21
300 Total (Sum of 065,130,180,230 & 290)	374,555	6,527,914	17.43

* Productive hours are actual hours worked and exclude 1) vacation, 2) sick leave, 3) on call, 4) holiday, 5) other paid time off. Report to nearest whole hour.

**For all facilities:

Column 2, line 65 must agree with the sum of page 10.1, col 1, lines 105, 110, 115, 120, 130 and 135.

Line 130 must agree with page 10.1, col 1, line 125. Line 180 must agree with page 10.1, col 1, line 126.

Line 230 must agree with page 10.1 col. 1, lines 75 through 100.

Report to the nearest whole dollar.

For non-residential care facilities:

Lines 250 through 290 must agree with appropriate lines on page 10.1, column 1.

For residential care facilities:

Report only productive hours and salaries and wages related to health care on lines 250 through 290 of this page

If page 10.1, columns 5 through 9 are used to determine expenses related to health care, use the same method to determine productive hours and salaries and wages related to health care for this page.

	(1) Productive Hours*	(2) Productive** Salaries	(3) Hourly Average (2/1)
Salary and Wages			
SUPPLEMENTAL LABOR INFORMATION			
310 Social Workers (report here and include on 290)	1,810	54,829	30.29
315 Activity Program Leaders (report here and include on line 270)	1,908	36,357	19.06
Temporary Staffing Agency Services			
NURSING SERVICES - Exclude Sub-acute Care:			
405 Geriatric Nurse Practitioners			
410 Registered nurses			
415 Licensed Vocational Nurses			
420 Nurse Assistants (Aides and Orderlies)			
425 Psychiatric Technicians			
430 Other agency personnel			
435 Total (Sum of lines 405 thru 430)			
SUB-ACUTE CARE NURSING SERVICES-Only:			
440 Geriatric Nurse Practitioners			
445 Registered nurses			
450 Licensed vocational nurses			
455 Nurse Assistants (Aides and Orderlies)			
460 Psychiatric Technicians			
465 Other agency personnel			
470 Total (Sum of lines 440 thru 465)			
SUB-ACUTE CARE PEDIATRIC NURSING SERVICES-Only:			
475 Geriatric Nurse Practitioners			
480 Registered nurses			
485 Licensed vocational nurses			
490 Nurse Assistants (Aides and Orderlies)			
495 Psychiatric Technicians			
500 Other agency personnel			
505 Total (Sum of lines 475 thru 500)			
TRANSITIONAL INPATIENT CARE-Only:			
510 Geriatric Nurse Practitioners			
515 Registered nurses			
520 Licensed vocational nurses			
525 Nurse Assistants (Aides and Orderlies)			
530 Psychiatric Technicians			
535 Other agency personnel			
540 Total (Sum of lines 510 thru 535)			
555 Social Workers (do not include on lines 300 or 500)			
560 Activity Program Leaders (do not include in lines 465 or 500)			
Labor Turnover			
	(1) All Employees	(2) Dir Nursg Employees*	(3) Nurse Assistants
605 No. of employees-beginning of period	231	156	105
610 No. of employees-end of period	220	138	89
615 Average No. of employees(See Instructions)	221	144	94
620 Total No. of people employed during period	259	193	139
625 Turnover percentage((Line 405 / Line 400) x 100) - 100	17.19	34.03	47.87%
630 Number of employees with continuous service for entire reporting period	200	103	60

* Include all employees(RN's,LVN's,Nurse Assistants,technicians,specialists, and others) providing direct nursing care. Do not include supervisors who provide no direct nursing care. Do not include supervisors whose duties include some provision of nursing care.

** Total number of people employed can not be less than the number of employees at the beginning of the period, less the number of employees with continuous service for the entire period, plus the number of employees at the end of the period (line 605 - line 630 + line 610).
 This calculation is the MINIMUM possible number of people employed during the period. It does not include employees who were hired after the period began and left or were discharged before the period ended.
 Therefore, in most cases, line 620 should be greater than this calculation.

EXHIBIT C

[Attached]

A G R E E M E N T

THIS AGREEMENT made this 19th day of December, 1963, by and between CITY OF INDUSTRY, a municipal corporation, hereinafter called "City", and LOIS HEATON BROWN, KENNETH HARRY BROWN, GENE HAROLD BROWN, and ROBERT H. BROWN, doing business at 456 South Turnbull Canyon Road, City of Industry, under the name of EL ENCANTO SANITARIUM, hereinafter called "Browns";

WHEREAS, City has heretofore acquired, through eminent domain proceedings, title to certain real property and improvements thereon, previously owned and occupied by Browns, for public park, public buildings and grounds purposes, including the Workman Homestead Building and the Ranch La Puente Private Cemetery and Walter P. Temple Memorial Mausoleum; and

WHEREAS, Browns own and operate El Encanto Sanitarium on property adjoining and/or surrounding that acquired by City as above described; and

WHEREAS, the parties desire to enter into an agreement setting forth certain understandings relating to occupation and use by each of the parties of their respective above-described properties;

NOW, THEREFORE, in consideration of the mutual promises and consideration being made and received by each of the parties hereto, it is mutually agreed as follows:

1. For a period of five years following execution of this Agreement, Browns agree that:

(a) Browns will permit City to use and receive such existing electrical power and water supply from Browns' existing utility sources as City may reasonably need in its occupation and use for public purposes of the existing sanitarium administration building, known as the Workman Homestead Building, during said time. Browns shall pay all cost and expense charged to Browns by the appropriate utility for such electrical power and water supply.

(b) Browns will provide City with the services of such competent personnel, employed and/or engaged in the operation of El Encanto Sanitarium, as may reasonably be necessary to conduct tours by the public or organized groups of the said Workman Homestead Building and surrounding public grounds, scheduling of such tours to be on an appointment basis arranged through the Administrator of El Encanto Sanitarium. Such services shall be at no charge, expense, or cost to City.

(c) Browns will provide to and for City the use of the existing fire alarm system in said Workman Homestead Building without cost, expense, or charge to City. Browns will maintain or cause to be maintained said system, in reasonable and proper working condition, without cost, expense, or charge to City.

(d) Browns will provide, without cost, expense, or charge to City, the services of such competent personnel engaged and/or employed in the operation of El Encanto Sanitarium as are reasonably necessary to inspect physically and safeguard the said Workman Homestead Building during such hours as said building is not open to the

public. Browns shall not be responsible or liable for damage or loss resulting to said building, except for such damage and loss as may occur thereto as the result of Browns' failure to perform their promises set forth herein. Browns shall be obligated to report to City all conditions in need of repair existing in, on, or about said Workman Homestead Building, but Browns shall not be responsible or liable for the making of any such repairs.

(e) Browns will provide and render, at no cost, expense, or charge to City, such gardening services as are reasonably necessary to maintain the real property and grounds acquired by the City, as hereinbefore described, in a condition of cleanliness and upkeep equal to the present condition.

2. City agrees that:

(a) City shall construct and/or cause to be constructed, at City's sole expense, a parking lot to be completed on or before ^{June 15, 1964,} ~~November 15, 1963~~, upon that portion of the real property, acquired by the City as above described, which is at the northern boundary of the property so acquired, at the western portion thereof, sufficient to provide parking spaces for sixty passenger motor vehicles. City will landscape or cause to be landscaped said parking lot area.

(b) City shall and does hereby grant to Browns perpetual easements for:

(1) Reasonable use by Browns of the above-described parking lot for ingress, egress, and parking

purposes by Browns, their patients, visitors, and guests at and to El Encanto Sanitarium.

(2) Sewer, telephone, and electrical power lines and supply purposes and maintenance thereof upon, in, and over the property acquired by City, as above described, based upon, defined by, and limited to those sewer, telephone, and electrical lines and supply which Browns, in the operation of El Encanto Sanitarium, had received or maintained on the date of City's acquisition of the property, as above described.

(3) Ingress and egress for such pedestrian and vehicular use over the property acquired by City, as above described, as is reasonably necessary for the continued operation and ownership by Browns of El Encanto Sanitarium upon the adjoining and/or surrounding property.

(4) Erection, construction, installation, and maintenance of reasonable flood-lighting lines and equipment and water lines, pipes, and supply upon and over the above-described parking lot as may be necessary to reasonably light, water, and maintain said parking lot area, such erection, construction, installation, and maintenance to be at the sole expense and cost of Browns during the five years following execution of this Agreement. Upon the expiration of said five years, all of said flood-lighting lines and equipment and water lines shall become the property of City, said easement shall terminate, and City shall be obligated and does agree to maintain and supply thereafter such flood-lighting lines and equipment and water lines and supply at City's expense.

(5) Ingress and egress for vehicular and pedestrian traffic to and from the remaining property of Browns upon and over any roads or streets hereafter constructed by City upon the real property acquired by City.

The foregoing easements shall run with the land and be and exist for the benefit of the real property, adjoining the property acquired by City, remaining under the ownership and occupancy of Browns, their heirs, successors in interest, assigns, and legal representatives.

(c) Until each of the Browns shall be deceased, Browns shall have the right and privilege to bury or locate such deceased members of the Browns' immediate family as Browns may designate in the existing cemetery and/or mausoleum area of the property acquired by City, as above described, not to exceed a total of four such deceased persons in number.

(d) City shall, upon demand by Browns, erect and maintain such barriers as may hereafter be reasonably necessary to prevent the ingress and access of the public to and upon the property occupied by El Encanto Sanitarium from the property acquired by City, as above described.

(e) Maintain, service, and repair all existing sewer lines in or upon the property acquired by City, as above described, which presently connect to or service El Encanto Sanitarium, including sewer service and supply to the administration building, presently being erected, for El Encanto Sanitarium, west of the above-described parking lot area.

3. Each of the parties hereto agrees to execute any and

all documents which may be reasonably necessary and/or convenient to carry out the terms and provisions of this Agreement.

4. This Agreement shall be binding upon and inure to the benefit of the heirs, successors in interest, and assigns of the parties hereto.

5. Execution of this Agreement has been and is duly authorized by the governing body and ordinances of the City.

CITY OF INDUSTRY

By _____

By _____

BROWNS:

Lois Heaton Brown

Kenneth Harry Brown

Gene Harold Brown

Robert H. Brown

EXHIBIT D

[Attached]

AGREEMENT

This Agreement entered into this 6th day of December, 1990 by and between the Industry Convalescent Hospital (dba El Encanto Convalescent Hospital) hereinafter referred to as "Hospital" and the City of Industry, a municipal corporation, hereinafter referred to as "City."

WHEREAS, City has made periodic advances to Hospital for the purpose of defraying a portion of the cost of the operation of said Hospital and the providing of services by the Hospital to the general public and to the residents of the City of Industry; and

WHEREAS, attached hereto as Exhibit "A" is a list of those advances made to date; and

WHEREAS, it is the desire of City and Hospital to formalize this arrangement and to clarify the nature of the advances and the terms and conditions of their retainment.

NOW THEREFORE THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Each of the advances shown in Exhibit "A" attached hereto were made by City as a loan to Hospital to be repaid upon demand.

Section 2. The parties recognize that these funds have been necessary and that additional advances may also be necessary in order to enable Hospital to provide a level of care and service appropriate to the purpose of the institution and the needs of the community and that Hospital has not, in the past, and is not presently able to repay said advances.

Section 3. Hospital agrees to repay the advances set forth in Exhibit "A" at such time as hospital has surplus funds

sufficient to pay some portion or all of the obligation and, in that event, upon demand by City, Hospital agrees to make such payments.

Section 4. Hospital will continue to provide City with regular financial reports of its condition in order that City may determine at what appropriate time it will be possible for Hospital to repay some portion or all of said indebtedness.

Section 5. Said indebtedness shall bear interest upon the unpaid balance thereof at the rate of six percent per annum from the date or dates upon which each such advance was made.

THIS AGREEMENT IS EXECUTED ON THIS 6TH DAY OF DECEMBER, 1990 BY THE PARTIES HERETO:

INDUSTRY CONVALESCENT HOSPITAL (DBA
EL ENCANTO CONVALESCENT HOSPITAL)

BY: *Matthew Senior*

BY: *Raymond J. ...*

CITY OF INDUSTRY

BY: *John Ferrero*
Mayor

ATTEST:

BY: *Philip A. ...*
City Clerk

El Encanto
Loans
Interest Rate:6%
Term: On Demand

	Principal	Daily Int	#Days	FY Int
FY 91-92				
Accumlated Interest				623,557.00
Prior Loans	5,660,000.00	930.41	365	339,600.00
10/10/91	200,000.00	32.88	233	7,660.27
02/29/92	150,000.00	24.66	122	3,008.22
04/09/92	200,000.00	32.88	82	2,695.89
Balance FY 91-92	<u>6,210,000.00</u>			<u>976,521.38</u>

FY 92-93

Accumlated Interest				976,521.38
Prior Loans	6,210,000.00	1,020.82	365	372,600.00
08/13/93	400,000.00	65.75	318	20,909.59
01/28/93	200,000.00	32.88	153	5,030.14
06/10/93	250,000.00	41.10	20	821.92
Balance FY 92-93	<u>7,060,000.00</u>			<u>1,375,883.02 *</u>

Interest per El Encanto Audit is \$1,382,469.82

FY 93-94

Accumlated Interest				1,382,469.82
Prior Loans	7,060,000.00	1,160.55	365	423,600.00
08/26/94	300,000.00	49.32	309	15,238.36
02/24/94	200,000.00	32.88	127	4,175.34
03/24/94	150,000.00	24.66	99	2,441.10
04/28/94	300,000.00	49.32	64	3,156.16
Balance FY 93-94	<u>8,010,000.00</u>			<u>1,831,080.78</u>

FY 94-95

Accumlated Interest				1,831,080.78
Prior Loans	8,010,000.00	1,316.71	365	480,600.00
07/28/94	250,000.00	41.10	338	13,890.41
09/08/94	200,000.00	32.88	296	9,731.51
10/27/94	200,000.00	32.88	247	8,120.55
11/30/94	150,000.00	24.66	213	5,252.05
03/09/95	350,000.00	57.53	114	6,558.90
Balance FY 94-95	<u>9,160,000.00</u>			<u>2,355,234.20</u>

El Encanto
Loans
Interest Rate:6%
Term: On Demand

	Principal	Daily Int	#Days	FY Int
FY 95-96				
Accumulated Interest				\$2,355,234.20
Prior Loans	\$9,160,000.00	1,505.75	365	549,600.00
11/09/95	200,000.00	32.88	233	7,660.27
Balance FY 95-96	<u>\$9,360,000.00</u>			<u>\$2,912,494.48</u>

FY 96-97				
Accumulated Interest				\$2,912,494.48
Prior Loans	\$9,360,000.00	1,538.63	365	561,600.00
07/02/96	250,000.00	41.10	363	14,917.81
09/26/97	300,000.00	49.32	278	13,709.59
02/13/97	175,000.00	28.77	138	3,969.86
04/10/97	175,000.00	28.77	82	2,358.90
Balance FY 96-97	<u>\$10,260,000.00</u>			<u>\$3,509,050.64</u>

FY 97-98				
Accumulated Interest				\$3,509,050.64
Prior Loans	\$10,260,000.00	1,686.58	365	615,600.00
08/14/97	400,000.00	65.75	321	21,106.85
12/11/97	400,000.00	65.75	202	13,282.19
Balance FY 97-98	<u>\$11,060,000.00</u>			<u>\$4,159,039.68</u>

FY 98-99				
Accumulated Interest				\$4,159,039.68
Prior Loans	\$11,060,000.00	1,818.08	365	663,600.00
09/10/98	300,000.00	49.32	293	14,449.32
05/27/99	300,000.00	49.32	34	1,676.71
Balance FY 98-99	<u>\$11,660,000.00</u>			<u>\$4,838,765.71</u>

El Encanto
Loans
Interest Rate:6%
Term: On Demand

	Principal	Daily Int	#Days	FY Int
FY 99-00				
Accumulated Interest				\$4,838,765.71
Prior Loans	\$11,660,000.00	1,916.71	365	699,600.00
09/09/99	300,000.00	49.32	295	14,547.95
12/09/99	200,000.00	32.88	206	6,772.60
01/27/00	300,000.00	49.32	155	7,643.84
04/13/00	400,000.00	65.75	79	5,194.52
Balance FY 99/00	\$12,860,000.00			\$5,572,524.61
FY 00-01				
Accumulated Interest				\$5,572,524.61
Audit Confir. ADJ				(\$1,308.89)
Prior Loans	\$12,860,000.00	2,113.97	365	771,600.00
09/14/00	400,000.00	65.75	289	19,002.74
01/11/01	400,000.00	65.75	166	10,915.07
Balance FY 00/01	\$13,660,000.00			\$6,372,733.53
FY 01-02				
Accumulated Interest				\$ 6,372,733.53
Prior Loans	\$ 13,660,000.00	2,245.48	365	819,600.00
08/09/01	300,000.00	49.32	325	16,027.40
12/13/01	400,000.00	65.75	199	13,084.93
06/13/02	400,000.00	65.75	17	1,117.81
Balance FY 01/02	\$ 14,760,000.00			\$ 7,222,563.67
FY02-03				
Accumulated interest				\$ 7,222,563.67
Prior Loans	\$ 14,760,000.00	2,426.30	365	885,600.00
09/26/02	400,000.00	65.75	277	18,213.70
12/12/02	400,000.00	65.75	200	13,150.68
02/13/03	400,000.00	65.75	137	9,008.22
06/26/03	400,000.00	65.75	4	263.01
Adj to Confirmation				3,962.05
Balance FY 02/03	\$ 16,360,000.00			\$ 8,152,761.34

El Encanto
Loans
Interest Rate:6%
Term: On Demand

	Principal	Daily Int	#Days	FY Int
FY03-04				
Accumulated interest				\$ 8,152,761.34
Prior Loans	\$ 16,380,000.00	2,689.32	365	981,600.00
08/14/03	400,000.00	65.75	352	23,145.21
11/13/03	400,000.00	65.75	230	15,123.29
02/26/04	300,000.00	49.32	126	6,213.70
04/22/04	300,000.00	49.32	70	3,452.05
Adj to Confirmation				1,825.22
Balance FY 03/04	\$ 17,760,000.00			\$ 9,184,120.81
FY04-05				
Accumulated interest				\$ 9,184,120.81
Prior Loans	\$ 17,760,000.00	2,919.45	365	1,065,600.00
8/26/2004	300,000.00	49.32	309	15,238.36
11/11/2004	400,000.00	65.75	232	15,254.79
4/14/2005	400,000.00	65.75	78	5,128.77
Adj to Confirmation				(0.01)
	18,860,000.00			10,285,342.71
FY05-06				
Accumulated interest				\$ 10,285,342.71
Prior Loans	\$ 18,860,000.00	3,100.27	365	1,131,600.00
9/8/2005	400,000.00	65.75	295	19,397.26
1/12/2006	400,000.00	65.75	169	11,112.33
Adj to Confirmation				(0.02)
	19,660,000.00			11,447,452.28
FY06-07				
Accumulated interest				\$ 11,447,452.28
Prior Loans	\$ 19,660,000.00	3,231.78	365	1,179,600.00
	19,660,000.00			12,627,052.28
FY07-08				
Accumulated interest				12,627,052.28
Prior Loans	\$ 19,660,000.00	3,231.78	365	1,179,600.00
7/26/2007	400,000.00	65.75	339	22,290.41
	\$ 20,060,000.00			13,828,942.69

El Encanto
Loans
Interest Rate:6%
Term: On Demand

	Principal	Daily Int	#Days	FY Int
FY 08-09				
Accumulated interest				13,828,942.69
Prior Loans	\$ 20,060,000.00	3,297.53	365	1,203,600.00
9/25/2008	400,000.00			-
10/10/2008	(400,000.00)			
	\$ 20,060,000.00			15,032,542.69
4/15/2009 Payment				(100,000.00) Payment apply to interest
Balance @ 6/30/09	\$ 20,060,000.00			14,932,542.69
FY 09-10				
Accumulated interest				14,932,542.69
Prior Loans	\$ 20,060,000.00	3,297.53	365	1,203,600.00
	\$ 20,060,000.00			16,136,142.69
FY 10-11				
Accumulated interest				16,136,142.69
Prior Loans	\$ 20,060,000.00	3,297.53	365	1,203,600.00
	\$ 20,060,000.00			17,339,742.69
FY 11-12				
Accumulated interest				17,339,742.69
Prior Loans	\$ 20,060,000.00	3,297.53	366	1,206,897.53
	\$ 20,060,000.00			18,546,640.23
FY 12-13				
Accumulated interest				18,546,640.23
Prior Loans	\$ 20,060,000.00	3,297.53	365	1,203,600.00
	\$ 20,060,000.00			19,750,240.23

CITY COUNCIL

ITEM NO. 6.9



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: February 28, 2019

SUBJECT: Consideration of a License Agreement with Rowland Water District, for Access to Assessor's Parcel No. 8264-026-902 located at the northeast corner of Anaheim-Puente Road and Arenth Avenue for temporary staging of construction materials and equipment

Discussion:

Rowland Water District ("Rowland Water") contacted the City regarding the temporary use of City owned property located at the northeast corner of Anaheim-Puente Road and Arenth Avenue ("Property"). Rowland Water's contractor, W.A Rasic Construction ("Rasic") is working on a mainline replacement project. This project is on Valley Boulevard from around Azusa Way to about 1,000 feet east of Alderton Avenue. Due to the proximity to the project this site location is ideal for a staging area.

The project will begin construction this month and is scheduled to take approximately four (4) months. During this time, Rowland Water has requested to use the Property to store construction materials and equipment, including ductile iron/steel pipe, fittings, aggregates-sand, temp cold mix, clean dirt for backfill, backhoe, traffic delineators, and a storage container. Under the proposed license agreement, the contractor is required to prevent any environmental contamination on the Property by placing drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stock piles must be covered during rain events to prevent runoff.

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 is payable to the City 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 Rowland Water District, dated February 28, 2019.

Exhibit:

- A. License Agreement with Rowland Water District dated February 28, 2019
-

TH/BH:yp

EXHIBIT A

License Agreement with Rowland Water District dated February 28, 2019

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **February 28, 2019**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Rowland Water District a government agency (“**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 the northeast corner of Anaheim-Puente Road and Arenth Avenue, City of Industry, CA 91744, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8264-026-902**, 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 of construction materials and equipment; 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 of construction materials and equipment (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 ductile iron/steel pipe, fittings, aggregates-sand, temp cold mix, clean dirt for backfill, backhoe, traffic delineators, and a storage container.

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. Licensee shall place drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stock piles must be covered during rain events to prevent runoff.

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, including environmental contamination, 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.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.”

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.

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever,

together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the City Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

10. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **September 30, 2019.** Notwithstanding the foregoing, at any time, for any reason, the Licensors may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensors sell or transfer 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 Licensors specifying the nature of any such breach, Licensors 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. Licensors 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 Licensors (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 Licensors 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:

Licensors: Troy Helling
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: Tom Coleman, General Manager
Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748
Tel: (562) 697-1726

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, City Manager

By: _____
Tom Coleman, General Manager

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessor Parcel Number (APN) 8264-026-902 located at northeast corner of Anaheim-Puente Road and Arenth Avenue, 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. 6.10



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: February 28, 2019

SUBJECT: Consideration of a Professional Services Agreement with Prince Global Solutions, LLC, for Lobbying Services at the Federal Level

Discussion:

On January 24, 2019, City Council directed staff to seek lobbying services at the federal level. Future issues that may benefit from federal assistance include stormwater compliance, approvals or permits from the United States Department of Agriculture Forest Services, funding for major transportation improvements from the United States Department of Transportation, and coordination with the Union Pacific railroad franchise.

Prince Global Solutions, LLC ("PGS") represented the City of Industry, on behalf of the Alameda Corridor-East Construction Authority, to have the 57/60 Confluence Project recognized as a Project of National and Regional Significance, thereby securing federal funding for the project. PGS proposes to provide the City with federal lobbying services for a monthly retainer of \$5,000 plus city-approved expenses for a total contract amount not-to-exceed \$63,500 from February 28, 2019 through February 28, 2020.

Fiscal Impact:

The fiscal impact associated with this action requires an appropriation transfer of \$63,500 from the General Fund Reserves to General Fund – Legislative Services – Professional Services (Account No. 100-528-5120.01).

Recommendations:

- 1) Approve the Professional Services Agreement with Prince Global Solutions, LLC in an amount not to exceed \$63,500 effective February 28, 2019; and
- 2) Appropriate \$63,500 from General Fund Reserves to General Fund – Legislative Services – Professional Services (Account No. 100-528-5120.01)

Exhibit:

A. Professional Services Agreement with Prince Global Solutions, LLC dated February 28, 2019

TH/BH:kt

EXHIBIT A

Professional Service Agreement with Prince Global Solutions, LLC
dated February 28, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 28, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Prince Global Solutions, LLC, a Virginia corporate ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 28, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant a retainer of \$5,000.00 per month plus documented reimbursable expenses, not to exceed \$3,500.00 per year, for the Term of this Agreement. Documented reimbursable expenses shall be passed through at cost with no markup, and are subject to prior written approval by the City Manager. Total compensation payable to Consultant shall not exceed Sixty-five Thousand and Five Hundred dollars (\$63,500.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated early pursuant to this Section, the City shall pay to Consultant the pro-rata monthly retainer amount, as of the date of termination. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

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

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

documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

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

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

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

To Consultant:

Prince Global Solutions, LLC
P.O. Box 711572
Herndon, VA 20171
Attention: Kevin D. Jones, Esq., President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. 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.

19. 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.

20. 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.

21. 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.

22. WAIVER

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

23. 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.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

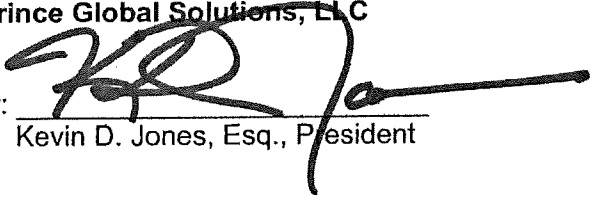
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

By: _____
Troy Helling, City Manager

"CONSULTANT"
Prince Global Solutions, LLC

By: 
Kevin D. Jones, Esq., President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the City federal government relations and lobbying services, which includes, but is not limited to, the following:

- Work closely with the City of Diamond Bar and Los Angeles County Metropolitan Transportation Authority (“Metro”) on the following priorities and activities that are critical to the completion of the 57/60 Confluence Project:
 - Continue working closely with the San Gabriel Valley Congressional delegation, Senate and House Transportation Committee staff, Department of Transportation officials, and relevant stakeholder groups on matters which are relevant to the 57/60 Confluence Project.
 - Support future 57/60 Confluence Project applications for freight funding from the Infrastructure for Rebuilding America (INFRA) Program, as appropriate;
 - Support future applications for funding from DOT’s Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant Program, which recently replaced the TIGER program;
 - Monitor and engage Congressional consideration of transportation infrastructure legislation, including the long-term reauthorization of Federal transportation programs;
 - Continue advocating other policy measures and legislation that will assist COI in securing Federal support for the 57/60 Project;
 - Monitor and engage the development of the National Freight Strategic Plan, the National Highway Freight Network, and the National Multimodal Freight Network;
 - Consider and monitor other legislation, regulations and agency actions that would benefit COI;
 - Consider and coordinate Congressional and DOT site visits to COI, 57/60 Project areas and otherwise as appropriate; and
 - Plan and coordinate visits to Washington, DC for COI elected officials as necessary.
- Represent City before federal elected and appointed officials to accomplish the City’s goals, and shall develop key messages and documents promoting the City’s interests and guide the City’s federal efforts related to, but not limited to: stormwater compliance, approvals or permits from the United States Department of Agriculture Forest Services,

funding for major transportation improvements from the United States Department of Transportation, and coordination with the Union Pacific railroad franchise.

- Assist the City is obtaining meetings and appointments with elected and appointed federal officials, whether in California or in Washington, D.C. as necessary to support the City's efforts at the federal level.
- Assist the City in planning, coordinating and executing for City, official City elected officials/professional staff member(s) trips to Washington D.C., if such meetings are necessary to support the City's goals.

EXHIBIT B
RATE SCHEDULE

<u>Activity</u>	<u>Rate</u>
Retainer	\$5,000.00/month
Reimbursement Expenses	\$3,500.00 (not to exceed)

Reimbursable Expenses. When travel is required, Consultant shall be entitled to reimbursement from City for pre-approved, necessary, and reasonable expenses including, but not limited to: economy airfare, lodging, cab fare, and travel-related meals in accordance with the City's travel and reimbursement policy.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.11



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: February 28, 2019

SUBJECT: Consideration of Community Promotion within the 2019 Edition of Community Profiles, published by Civic Publications, Inc., in an amount of \$38,068

Background:

Public awareness of the City's efforts to serve as a regional provider of jobs, enterprise, and regional infrastructure is beneficial for building partnerships, as well as keeping the general public informed. Each year, Civic Publications, Inc. prepares Community Profiles, an annual guide to Los Angeles County Cities, which is circulated as a printed advertising supplement in the Los Angeles Times and San Gabriel Valley Tribune, thereby helping to cast the City's public image to a significant audience.

In addition to publishing general facts and figures about each community, such as demographics, contact information, and the names and photographs of City Council, the Community Profiles publication also provides cities with an opportunity to pay for additional pages in the publication, for additional content.

Discussion:

Staff would like to have the City featured in this publication. Exhibit A is a sample of additional content that is proposed for inclusion in the upcoming Community Profiles, which is planned for distribution within the February 2019 editions of the Los Angeles Times and San Gabriel Valley Tribune. To proceed with this outreach effort, an appropriation of \$38,068 by the City Council is requested.

Fiscal Impact:

Appropriate \$38,068 to the General Fund – Community Promotions & Economic Development – Advertising and Printing (Account No. 100-621-5640) for publication in the 2019 Edition of Community Profiles.

Recommendations:

- 1) Approve community promotion in the 2019 Edition of Community Profiles; and
- 2) Appropriate \$38,068 to the General Fund – Community Promotions & Economic Development – Advertising and Printing (Account No. 100-621-5640).

Exhibit:

A. Proposed Content for Community Profiles

TH/BH:yp

EXHIBIT A

Proposed Content for Community Profiles

[Attached]

A CITY PLANNED FOR BUSINESS



JOBS • ENTERPRISE • REGIONAL INFRASTRUCTURE



The City of Industry's motto "Jobs, Enterprise and Regional Infrastructure" defines our municipality and our dedication to the San Gabriel Valley.

With more than 3,000 businesses within our boundaries, our city employs 67,000 people and supports another

209,000 jobs in Los Angeles County. Within 12 square miles of land area the City of Industry is home to major business operations and provides regional tax contributions of more than \$11.5 billion among federal, state and local taxes. With a budget of more than \$50 million, the City of Industry has become a regional fiscal force and development partner.

The City of Industry partners with regional resources from our Homestead Museum, Expo Center and El Encanto Health Center to educational institutions such as Cal Poly-Pomona, Mt. San Antonio and Rio Hondo

colleges to make our city better for business. The Industry Business Council (IBC) communicates directly with companies to address their specific needs. Our business community is the cornerstone of everything

we do here in the City of Industry. These partnerships and businesses make it possible for us to invest in regional infrastructure.

As the economic engine for the San Gabriel Valley, we know it is our responsibility to help the region by investing in long-term, forward-thinking projects that will improve quality of life. The city's regional investment in recent years includes transportation improvements in partnership with the East Alameda Corridor Authority, support of the massive 57/60 Confluence Project, as well as investment in grade separations, quiet zones,

and local highway improvements.

Every year, our city welcomes new companies, developments and jobs. Our continued growth, translates to investments that make this region a more prosperous and engaging place to live and work.

Troy Helling
City Manager

CITY COUNCIL



Mayor
Mark D. Radecki



Mayor Pro Tem
Cory C. Moss



Council Member
Abraham N. Cruz



Council Member
Catherine Marcucci



Council Member
Newell W. Ruggles

City of Industry...Proud Heritage Destined for a Promising Future

1842

Rancho La Puente Land Grant

The Rowland and Workman families received this land grant from the governor of Mexican Alta California. The ranch grew to almost 49,000 acres.

1874

Southern Pacific Railroad Line

The railroad line, parallel to Valley Boulevard, was the first major transportation and shipping improvement in what would later be the City of Industry.

1910s

Founding of Tres Hermanos Ranch

The ranch in Tonner Canyon was established by "three brothers" who were actually friends: *Los Angeles Times* publisher Harry Chandler, oilman William Benjamin Scott, and William R. Rowland, former county sheriff, oilman and son of original Rancho La Puente grantee John Rowland. After Scott and Rowland died, the Chandler family owned the ranch until selling it to the City of Industry in 1978.



1928

Stafford Mill Opens

Clayton Culver (C.C.) Stafford, who operated a hay and grain business in El Monte, completed a mill that burned in 1939 and was rebuilt. After Stafford's death, his son James, a key figure in the formation of the City, owned the facility. The mill was located near today's Industry Sheriff's Station.

1957

City Incorporates

The City of Industry was officially incorporated on Tuesday, June 18th and its founding reflected a movement of industrial areas out from the older core in and around Los Angeles.

1962

Industry Chamber of Commerce Forms

Developed to promote business interests, the chamber was renamed the Industry Manufacturers Council in 1970 and then again in 2018 to the Industry Business Council to reflect the diverse array of business types.

1963

Los Angeles County Fire Station #43 Opens

In November, the City of Industry's fire station opened, Mayor John Ferrero, Fire Chief Keith Klinger, and other local officials commemorated the occasion.

1964

City of Industry Sheriff's Station Opens

In February, City of Industry Mayor John Ferrero joined with County Supervisor Frank Bonelli, Sheriff Captain Joseph Licata and other local leaders to open the new station.

1964

Stanford Research Institute Releases Study of City

The first comprehensive study of the City made recommendations for future planning. This was a key component to the City's general plan.

1. Industry's City Council in the early days. 2. Jonathan Temple (1796-1866) 3. William Workman c. 1900 4. John Rowland c. 1860s 5. John H. Temple family in front of Workman House c. 1889.

1971

City Adopts General Plan

The City Council adopted a plan to govern zoning and development in the city. This plan paved the way for City funding of many commercial and industrial areas and today's civic center.

1973

City Acquires El Encanto Healthcare and Rehabilitation Center

Opened on the historic Workman Homestead in 1940 by Harry and Lois Brown, El Encanto operated as a privately run institution for more than 30 years. In 1963, the City acquired the Workman House, a 1840s adobe, and El Campo Santo cemetery, a private burial ground for the Workman and Temple families. A decade later, after El Encanto moved to an adjacent part of the Homestead, the City took possession of La Casa Nueva, the 1920s mansion of the Temple family, and El Encanto.

1974

Puente Hills Mall Opens

The mall continues to serve as a major regional shopping center in the San Gabriel Valley, and is also famous as a filming site for "Back to the Future."

1974

Workman House and El Campo Cemetery Become Historic Landmarks

On November 20, the State of California added these sites to the State Register of Historic Landmarks.

1975

Los Angeles County

Fire Station 118 Groundbreaking

In July, local officials celebrated the groundbreaking of LA County Fire Station 118. With significant city contributions, the station was upgraded in May 1998.

1981

Workman and Temple

Family Homestead Museum Opens

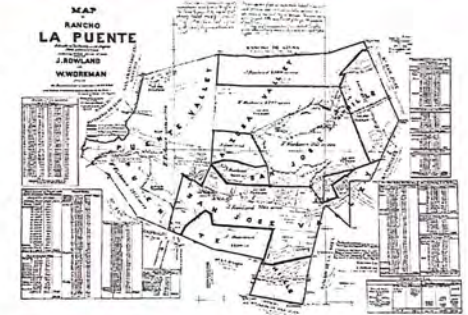
After several years of intensive restoration, the Homestead Museum, the City's contribution to the American bicentennial, opened to the public.

1981

Industry Hills Sheraton Resort and Expo Center Opens

The Sheraton Resort, including a luxury hotel and championship golf courses, now Pacific Palms, and the Expo Center were redeveloped on a former landfill. The Expo Center is a world-class facility that accommodates large events, such as the annual Industry Hills Pro Rodeo, and smaller private functions.

1. La Puente map c. 1868. 2. Puente Hills Mall 3. Workman & Temple Homestead Museum. 4. Pacific Palms Resort, formerly known as Industry Sheraton.





1985

Inaugural Industry Hills Pro Rodeo

This event has raised more than \$2.2 million for children in the San Gabriel Valley. Each October, this Professional Rodeo Cowboys Association-sanctioned event draws thousands to activities including a Community Kids Day, which provides free programs highlighting early western life.

1991

Youth Activities League Program Begins

In partnership with the Los Angeles County Sheriff's Department, the YAL offers sports to at-risk children as an alternative to gang activity. The program includes baseball, basketball, flag football and camping. Along with the Boys & Girls Club of El Monte, Camp COURAGE provides outdoor experiences in nearby open spaces.



1993

City of Industry Metrolink Station Opens

In recognition of the importance of mass transit, the City invested heavily in the development of this Metrolink transit station near the confluence of the 60 and 57 freeways.

1998

The Alameda Corridor-East (ACE) Construction Authority is Established

With critical funding from the City of Industry, ACE was established by the San Gabriel Valley Council of Governments to construct grade separations, where the road goes over or under the railroad, and safety and mobility upgrades at 53 crossings.



2004

Completion of 57/60 Confluence Project Environmental Impact Report and Design

The three-phased program of improvements consisted of ramp and interchange reconfigurations as well as the addition of bypass lanes to reduce weaving, resulting in less congestion for the 6th worst congested and dangerous freeway interchange in the nation.

2011

City Acquires Follows Camp

Established on the East Fork of the San Gabriel River by Ralph Follows in 1896, Follows Camp was a popular destination for many decades. The City acquired the camp to provide recreational opportunities to local youth.



2017

City of Industry Turns 60

In recognition of its 60th Anniversary, the City established a new annual event, "Taste of the Town," featuring food from local restaurants and entertainment. The City also opened the "One-Stop Shop" - a single City Hall location for permitting, plan check, and building code functions.

2018

Completion of Grand Avenue and Lemon Avenue Freeway Ramps

February 2019

Cities Protect Tres Hermanos Ranch

The cities of Industry, Diamond Bar and Chino Hills signed historic settlement to protect the ranch, almost 2,500 acres of open space.



1. Industry Hills Pro Rodeo 2. Metrolink Station 3. 60th Anniversary Celebration 4. Completion of Grand Ave. and Lemon Ave. Freeway Ramps 5. Tres Hermanos Ranch



JOBS • ENTERPRISE • REGIONAL INFRASTRUCTURE

The City of Industry serves as a unique regional resource and is proud to partner with many important groups that influence business and daily life throughout Los Angeles County.

"Businesses, jobs and regional investment have always been at the core of what defines our City," said Mayor Pro Tem Cory Moss recently at the State of the City program. "We know that the City of Industry is unique. There is more than meets the eye. We are home to so many amazing businesses, organizations, nonprofits and more."

"Businesses, jobs and regional investment have always been at the core of what defines our City."

Cory Moss, Mayor Pro Tem State of the City

Within the city boundaries several organizations provide significant regional support. The Homestead Museum has successfully preserved the history of the area. The Expo Center provides activities and a great space for the region. El Encanto brings long-term and hospice care for many throughout the region. The Youth Activities League and Del Haven, a private nonprofit social service agency, provide recreational, educational, and social activities for local youth. The city is also home to the Pacific Palms Resort, a full-service luxury golf and conference center.

The city also works closely with Mt. San Antonio College, Rio Hondo College and California Polytechnic State University, Pomona to develop work force training programs



Industry City Council conducting business during a recent meeting.

to enhance employment opportunities. The Industry Business Council, a nonprofit, action-oriented professional business organization, increases its members' visibility to help boost profits and bring more business to the region.

"There is more to the City of Industry, although business is at the forefront," Moss said, "we believe that being a valuable community partner and a regional resource is good for business."

REGIONAL PARTNERS



CITY COUNCIL

ITEM NO. 6.12



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*
Julie Gutierrez-Roles, Deputy City Clerk *JGR*

DATE: February 28, 2019

SUBJECT: Consideration of one appointment to the Planning Commission

Background:

Due to the unfortunate passing of Planning Commissioner, Jim Divers there is a vacancy on the Planning Commission. The Planning Commission is a five-member board. The person appointed will serve the remaining term from February 24, 2019 to October 24, 2021. Following the standard recruitment process, the City received one application from Sandy Divers. Her application is attached.

The Planning Commission meetings are held at 11:30 a.m. on the Tuesday preceding the second Thursday of each month.

Recommendation:

Discuss and make the appointment to the Planning Commission and/or provide additional direction to staff.

Exhibit:

A. Application

/TH



CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION OR AUTHORITY

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry Planning Commission.

I very much appreciate your consideration.

Sincerely,

Sandra J. Divers

Print your name

Address

Phone Number

Email Address

Sandra J. Divers
Signature

1-23-2019
Date