

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

November 14, 2019
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
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.

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

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for November 14, 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 the February 8, 2018 Regular Meeting, September 26, 2019 Regular Meeting, October 10, 2019 Regular Meeting, and October 24, 2019 Regular Meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of a Supplemental Pipeline Crossing Agreement with the Union Pacific Railroad Company for an underground sewer pipeline in conjunction with the Industry Business Center project (IBC-0384/MP 99-31 #16)

RECOMMENDED ACTION: Approve the Agreement.

5.4 Consideration of a Notice of Completion for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC18-003-B) with MasTek, Inc. (Contract No. 2017-1004)

RECOMMENDED ACTION: Authorize the City Engineer to execute the Notice of Completion.

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2019-57 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2019-55 AND AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

RECOMENDED ACTION: Adopt Resolution No. CC 2019-57.

6.2 Consideration of Resolution No. CC 2019-56 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT SUCCESS THROUGH AWARENESS AND RESISTANCE (STAR) PROGRAM IN THE AMOUNT OF \$6,454.56

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-56.

- 6.3 Consideration of a Settlement Agreement and Mutual Release of All Claims between the City and Burke Williams & Sorensen LLP

RECOMENDED ACTION: Approve the Settlement Agreement.

- 6.4 Consideration of Amendment No. 1 to the 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

RECOMENDED ACTION: Approve Amendment No. 1.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 13001 Temple Ave, City of Industry, CA, also known as Assessor's Parcel Number 8564-007-008

Agency Negotiators: James M. Casso, City Attorney
Joshua Nelson, City Engineer

Negotiating Parties: Yang Yang, an individual

Under Negotiation: Price and terms of payment

- 10.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two potential cases

11. Adjournment. The next regular City Council Meeting will be Thursday, December 12, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF NOVEMBER 14, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,166,279.42
103	PROP A FUND	6,011.90
120	CAPITAL IMPROVEMENT FUND	729,965.66
140	INDUSTRY PUBLIC FACILITY AUTHORITY	1,750.00
TOTAL ALL FUNDS		4,904,006.98

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	796,223.31
PROP/A	PROP A - CKING ACCOUNT	6,011.90
WFBK	WELLS FARGO - CKING ACCOUNT	4,101,771.77
TOTAL ALL BANKS		4,904,006.98

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1133	10/21/2019		CAL-PERS	\$46,856.18
	Invoice	Date	Description	Amount
	NOVEMBER 2019	10/21/2019	CALPERS MEDICAL PREMIUM FOR NOVEMBER 2019	\$46,856.18
WT1134	10/23/2019		MIDAMERICA ADMINISTRATIVE &	\$41,304.65
	Invoice	Date	Description	Amount
	NOV-DEC2019	09/24/2019	MEDICAL PREMIUM REIMBURSEMENTS	\$41,304.65
WT1135	10/28/2019		JOHN HANCOCK USA	\$8,062.48
	Invoice	Date	Description	Amount
	9/7-10/18/19	10/28/2019	PARS CONTRIBUTIONS FOR SEP/OCT 2019	\$8,062.48
24439	10/23/2019		CITY OF INDUSTRY	\$400,000.00
	Invoice	Date	Description	Amount
	10/23/19	10/23/2019	TRANSFER OF FUNDS REGISTER 10/24/19	\$400,000.00
24440	10/28/2019		CITY OF INDUSTRY	\$300,000.00
	Invoice	Date	Description	Amount
	10/28/19	10/28/2019	TRANSFER ADDITIONAL FUNDS	\$300,000.00

Checks	Status	Count	Transaction Amount
	Total	5	\$796,223.31

CITY OF INDUSTRY

PROP A

November 14, 2019

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90119	10/17/2019		WALNUT VALLEY WATER DISTRICT	\$465.10
	Invoice	Date	Description	Amount
	3465719	10/07/2019	9/1-9/30/19 SVC-IRR METROLINK STA-SPANISH LN	\$444.56
	3466611	10/08/2019	8/31-9/30/19 SVC-PLATFORM METROLINK BREA CYN	\$20.54
90120	11/04/2019		SO CALIFORNIA EDISON COMPANY	\$147.60
	Invoice	Date	Description	Amount
	2020-00000584	10/23/2019	9/20-10/22/19 SVC-600S BREA CYN B	\$147.60
90121	11/14/2019		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3783513	10/01/2019	DISP SVC-METROLINK	\$78.80
90122	11/14/2019		INDUSTRY SECURITY SERVICES	\$5,155.00
	Invoice	Date	Description	Amount
	14-24209	10/18/2019	SECURITY SVC-METROLINK	\$1,727.10
	14-24240	11/01/2019	SECURITY SVC-METROLINK	\$1,713.95
	14-24224	10/25/2019	SECURITY SVC-METROLINK	\$1,713.95
90123	11/14/2019		JANUS PEST MANAGEMENT	\$65.00
	Invoice	Date	Description	Amount
	215342	09/27/2019	PEST SVC-METROLINK	\$65.00
90124	11/14/2019		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	405035	10/08/2019	RR RENTAL-METROLINK	\$100.40

CITY OF INDUSTRY

PROP A

November 14, 2019

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

Checks	Status	Count	Transaction Amount
	Total	6	\$6,011.90

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFER
November 14, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
WT10016	11/14/2019			SCHLICHTING, DIANE	\$10,365.35
	Invoice	Date	Description		Amount
	11/1-11/30/19	10/28/2019	PER SETTLEMENT AGRMT DATED 8/22/18		\$10,365.35

Check	Status	Count	Transaction Amount
	Total	1	\$10,365.35

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72206	10/10/2019		JACK'S FRAMING	(\$919.80)
	Invoice	Date	Description	Amount
	10/8/2019	10/08/2019	VOIDED CK-WRONG VENDOR NAME FRAMES FOR CERTIFICATES-RODEO FOUNDERS	(\$919.80)

Check	Status	Count	Transaction Amount
	Total	1	(\$919.80)

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72280	10/17/2019		AT & T	\$9.01
	Invoice	Date	Description	Amount
	2020-00000511	10/01/2019	10/01-10/31/19 SVC - CITY WHITE PAGES	\$9.01
72281	10/17/2019		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 19-6	10/16/2019	FEE-NOTICE OF EXEMPTION FOR DP 19-6	\$75.00
72282	10/17/2019		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 19-9	10/16/2019	FEE-NOTICE OF EXEMPTION FOR DP 19-9	\$75.00
72283	10/17/2019		SAN GABRIEL VALLEY WATER CO.	\$11,431.54
	Invoice	Date	Description	Amount
	2020-00000496	09/27/2019	08/27-09/26/19 SVC - CROSSROADS PKY SOUTH	\$1,684.75
	2020-00000497	09/27/2019	08/27-09/26/19 SVC - CROSSROADS PKY NORTH	\$1,247.75
	2020-00000498	09/27/2019	08/27-09/26/19 SVC - STA 129-00 CROSSROADS PKY	\$1,389.64
	2020-00000499	09/27/2019	08/27-09/26/19 SVC - STA 111-50 CROSSROADS PKY	\$607.00
	2020-00000500	09/27/2019	08/27-09/26/19 SVC - IRRIG SALT LAKE/SEVENTH	\$222.77
	2020-00000501	09/27/2019	08/27-09/26/19 SVC - PELLISSIER	\$425.38
	2020-00000502	09/27/2019	08/27-09/26/19 SVC - PELLISSIER	\$885.10
	2020-00000503	09/27/2019	08/27-09/26/19 SVC - PECK/UNION PACIFIC BRIDGE	\$671.69
	2020-00000504	09/27/2019	08/27-09/26/19 SVC - S/E COR OF PELLISSIER	\$1,811.88
	2020-00000505	09/27/2019	08/27-09/26/19 SVC - PELLISSIER	\$436.17
	2020-00000507	09/27/2019	08/27-09/26/19 SVC - CROSSROADS PKY SOUTH	\$1,799.96
	2020-00000508	09/27/2019	08/27-09/26/19 SVC - STA 103-80 CROSSROADS PKY	\$249.45
72284	10/17/2019		SO CALIFORNIA EDISON COMPANY	\$8,737.25
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00000512	10/02/2019	09/01-10/01/19 SVC - GALE AVE/L STREET	\$38.10
	2020-00000513	10/02/2019	09/01-10/01/19 SVC - VARIOUS SITES	\$97.29
	2020-00000514	10/02/2019	09/01-10/01/19 SVC - NOGALES ST/SAN JOSE AVE	\$462.08
	2020-00000515	10/02/2019	09/01-10/01/19 SVC - 1 VALLEY/AZUSA	\$17.01
	2020-00000516	10/04/2019	09/03-10/02/19 SVC - 15625 STAFFORD ST	\$7,399.87
	2020-00000517	10/05/2019	09/05-10/04/19 SVC - 1135 HATCHER AVE	\$255.53
	2020-00000518	10/05/2019	09/05-10/04/19 SVC - 1123 HATCHER AVE STE A	\$467.37
72285	10/17/2019		SOCALGAS	\$48.05
	Invoice	Date	Description	Amount
	2020-00000519	10/01/2019	08/28-09/27/19 SVC - 1015 NOGALES ST STE 101	\$15.46
	2020-00000520	10/01/2019	08/28-09/27/19 SVC - 710 NOGALES ST	\$15.80
	2020-00000521	10/03/2019	08/30-10/01/19 SVC - 1 INDUSTRY HILLS PKWY	\$16.79
72286	10/17/2019		SUBURBAN WATER SYSTEMS	\$597.62
	Invoice	Date	Description	Amount
	180061125411	10/02/2019	09/05-10/02/19 SVC - NE CNR VALLEY/STIMS	\$597.62
72287	10/17/2019		VERIZON WIRELESS - LA	\$1,568.79
	Invoice	Date	Description	Amount
	9838919432	09/26/2019	08/27-09/26/19 SVC - VARIOUS WIRELESS SVC	\$1,568.79
72288	10/21/2019		FEBRUARY ART AND FRAMING	\$963.60
	Invoice	Date	Description	Amount
	102119110	10/21/2019	FRAMES FOR CERTIFICATES-RODEO FOUNDERS	\$963.60

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72289	10/21/2019		TPX COMMUNICATIONS	\$2,050.53
	Invoice	Date	Description	Amount
	121529470-0	09/30/2019	TEL/INTERNET SVC-HOMESTEAD	\$2,050.53
72290	10/22/2019		STATE WATER RESOURCES	\$778.00
	Invoice	Date	Description	Amount
	ID#513731	10/16/2019	NOI FEE FOR APP ID#513731-EXPO PARKING LOT	\$778.00
72291	10/22/2019		TYLER TECHNOLOGIES, INC.	\$42,277.68
	Invoice	Date	Description	Amount
	045-249230	01/01/2019	APPLICATION SVC 1/1/19-12/31/19	\$42,277.68
72292	10/23/2019		APWA	\$120.00
	Invoice	Date	Description	Amount
	79885	10/23/2019	GREENBOOK SEMINAR #6132 ON 11/4/19 FOR JOSH	\$120.00
72293	10/24/2019		FRONTIER	\$201.34
	Invoice	Date	Description	Amount
	2020-00000531	10/02/2019	10/02-11/01/19 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2020-00000532	10/02/2019	10/02-11/01/19 SVC - 1015 NOGALES ST	\$56.35
72294	10/24/2019		INDUSTRY PUBLIC UTILITIES	\$269.53
	Invoice	Date	Description	Amount
	2020-00000533	08/21/2019	07/18-08/21/19 SVC - FINAL BILL - 132 TURNBULL CYN	\$79.38
	2020-00000534	09/17/2019	07/18-09/17/19 SVC - FINAL BILL-134 TURNBULL CYN	\$190.15
72295	10/24/2019		SO CALIFORNIA EDISON COMPANY	\$890.39

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2020-00000537	10/08/2019	09/05-10/05/19 SVC - 133 N AZUSA AVE	\$153.03
	2020-00000538	10/08/2019	09/05-10/04/19 SVC - VARIOUS PED SITES	\$79.22
	2020-00000539	10/10/2019	08/13-10/07/19 SVC - VALLEY BLVD U-VARIOUS SITES	\$601.00
	2020-00000540	10/11/2019	09/11-10/10/19 SVC - 490 7TH U	\$57.14
72296	10/24/2019		SO CALIFORNIA EDISON COMPANY	\$33.78
	Invoice	Date	Description	Amount
	2020-00000535	09/27/2019	08/27-09/26/19 SVC - 130 TURNBULL CYN RD	\$21.36
	2020-00000536	09/27/2019	08/22-09/26/19 SVC - 132 TURNBULL CYN RD	\$12.42
72297	10/24/2019		SOCALGAS	\$172.33
	Invoice	Date	Description	Amount
	2020-00000541	10/07/2019	09/04-10/03/19 SVC - 15651 STAFFORD ST	\$42.83
	2020-00000542	10/07/2019	09/04-10/03/19 SVC - 15633 RAUSCH RD	\$95.81
	2020-00000543	10/07/2019	09/04-10/03/19 SVC - 15625 STAFFORD ST APT A	\$19.39
	2020-00000544	10/07/2019	09/04-10/03/19 SVC - 15625 STAFFORD ST APT B	\$14.30
72298	10/24/2019		THREE VALLEYS MUNICIPAL WATER	\$1,818.24
	Invoice	Date	Description	Amount
	05414	09/30/2019	09/01-09/30/19 SVC - TONNER CYN	\$1,818.24
72299	10/24/2019		VERIZON BUSINESS	\$187.12
	Invoice	Date	Description	Amount
	61637030	10/10/2019	09/01-09/30/19 SVC - VARIOUS SITES	\$46.91
	61637031	10/10/2019	09/01-09/30/19 SVC - VARIOUS SITES	\$140.21

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
72300	10/24/2019	WALNUT VALLEY WATER DISTRICT		\$11,267.42
	Invoice	Date	Description	Amount
	3465748	10/07/2019	09/01-09/30/19 SVC - IRR 820 FAIRWAY DR	\$89.34
	3465800	10/07/2019	09/01-09/30/19 SVC - LEMON AVE N OF CURRIER RD	\$86.04
	3465834	10/07/2019	09/01-09/30/19 SVC - BREA CYN RD & OLD RANCH RD	\$55.96
	3465850	10/07/2019	09/01-09/30/19 SVC - FERRERO & GRAND EAST RAMP	\$662.74
	3465869	10/07/2019	09/01-09/30/19 SVC - BAKER PKWY METER #1	\$396.35
	3465870	10/07/2019	09/01-09/30/19 SVC - BAKER PKWY METER #2	\$308.47
	3465876	10/07/2019	09/01-09/30/19 SVC - GRAND AVE CROSSING	\$329.19
	3465877	10/07/2019	09/01-09/30/19 SVC - GRAND AVE CROSSING	\$81.98
	3465879	10/07/2019	09/01-09/30/19 SVC - 22002 VALLEY BLVD	\$198.84
	3465896	10/07/2019	09/25-09/30/19 SVC - 21350 VALLEY-MEDIAN	\$87.82
	3465897	10/07/2019	09/01-09/30/19 SVC - GRAND CROSSING EAST	\$52.20
	3465898	10/07/2019	09/01-09/30/19 SVC - GRAND CROSSING WEST	\$72.88
	3465899	10/07/2019	09/01-09/30/19 SVC - BAKER PKWY & GRAND N/W CNR	\$954.14
	3465906	10/07/2019	09/01-09/30/19 SVC - E/S GRAND S/O BAKER PKWY	\$196.50
	3465912	10/07/2019	09/01-09/30/19 SVC - BREA CYN N OF RR TRKS	\$302.54
	3465913	10/07/2019	09/01-09/30/19 SVC - BREA CYN N OF CURRIER	\$63.78
	3465915	10/07/2019	09/01-09/30/19 SVC - 60 FWY INTERCHANGE FAIRWAY	\$65.66
	3465934	10/07/2019	09/01-09/30/19 SVC - END OF BAKER PKWY-TEMP	\$6,144.69
	3465940	10/07/2019	09/01-09/30/19 SVC - 21627 GRAND CROSSING PKWY	\$199.16
	3465941	10/07/2019	09/01-09/30/19 SVC - 21627 GRAND CROSSING PKWY	\$190.58
	3465948	10/07/2019	09/01-09/30/19 SVC - GRAND CROSSING PKWY W/O	\$489.65
	3466592	10/08/2019	08/31-09/30/19 SVC - PUMP STN N/W CHERYL	\$157.23
	3466612	10/08/2019	08/31-09/30/19 SVC - PUMP STN BREA CYN	\$20.54
	3466837	10/08/2019	08/31-09/30/19 SVC - NOGALES PUMP STN	\$61.14
72301	10/28/2019	FIDELITY SECURITY LIFE		\$1,244.85

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	164093675	10/21/2019	VISION PREMIUM FOR NOVEMBER 2019	\$1,244.85
72302	10/28/2019		HUMANA INSURANCE COMPANY	\$5,469.46
	Invoice	Date	Description	Amount
	389690440	10/01/2019	DENTAL PREMIUM FOR NOVEMBER 2019	\$5,469.46
72303	10/28/2019		MUTUAL OF OMAHA	\$5,189.03
	Invoice	Date	Description	Amount
	1020071558	11/01/2019	LIFE INSURANCE PREMIUM FOR NOVEMBER 2019	\$5,189.03
72304	10/28/2019		UNUM LIFE INSURANCE COMPANY	\$4,937.60
	Invoice	Date	Description	Amount
	11/1-11/30/19	10/18/2019	LONG TERM CARE PREMIUM FOR NOVEMBER 2019	\$4,937.60
72305	10/29/2019		FRONTIER	\$258.66
	Invoice	Date	Description	Amount
	2020-00000562	10/16/2019	10/16-11/15/19 SVC - PH AUTO PLAZA	\$181.80
	2020-00000563	10/16/2019	10/16-11/15/19 SVC - BREA CYN PUMP STN	\$76.86
72306	10/29/2019		SAN GABRIEL VALLEY WATER CO.	\$1,719.95
	Invoice	Date	Description	Amount
	2020-00000564	10/15/2019	09/12-10/11/19 SVC - 123 IRRIG WORKMAN MILL	\$250.58
	2020-00000565	10/15/2019	09/12-10/11/19 SVC - 132 IRRIG PUENTE	\$353.87
	2020-00000566	10/15/2019	09/12-10/11/19 SVC - 13756 VALLEY	\$187.02
	2020-00000567	10/17/2019	09/16-10/16/19 SVC - 14329 VALLEY	\$882.25

**CITY OF INDUSTRY
WELLS FARGO BANK
November 14, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00000568	10/18/2019	09/17-10/17/19 SVC - 336 EL ENCANTO	\$46.23
72307	10/29/2019		SO CALIFORNIA EDISON COMPANY	\$14,504.69
	Invoice	Date	Description	Amount
	2020-00000572	10/10/2019	09/10-10/09/19 SVC - 575 BALDWIN PARK BLVD U	\$60.83
	2020-00000573	10/17/2019	09/16-10/16/19 SVC - 1341 FULLERTON RD	\$92.44
	2020-00000575	10/17/2019	09/16-10/16/19 SVC - PECK RD S/O PELLISSIER	\$19.55
	2020-00000576	10/17/2019	09/16-10/16/19 SVC - 17635 GALE AVE	\$1,407.79
	2020-00000577	10/18/2019	09/16-10/16/19 SVC - VARIOUS SITES	\$6.81
	2020-00000578	10/18/2019	09/17-10/17/19 SVC - 900 NOGALES U	\$36.57
	2020-00000580	10/18/2019	09/01-10/01/19 SVC - VARIOUS SITES	\$4,584.30
	2020-00000581	10/18/2019	09/16-10/16/19 SVC - VARIOUS SITES	\$6,382.48
	2020-00000582	10/18/2019	09/11-10/16/19 SVC - VARIOUS SITES	\$1,913.92
72308	10/29/2019		SO CALIFORNIA EDISON COMPANY	\$68.85
	Invoice	Date	Description	Amount
	2020-00000574	10/17/2019	09/16-10/16/19 SVC - 19001 TONNER CYN RD	\$68.85
72309	10/29/2019		SO CALIFORNIA EDISON COMPANY	\$299,361.27
	Invoice	Date	Description	Amount
	2020-00000579	10/18/2019	10/12/18-10/01/19 SVC - VARIOUS SITES	\$41,532.04
	2020-00000583	09/26/2019	08/26/16-09/01/19 SVC - VARIOUS SITES	\$257,829.23
72310	10/29/2019		SO CALIFORNIA EDISON COMPANY	\$4,679.01
	Invoice	Date	Description	Amount
	2020-00000570	10/18/2019	09/16-10/16/19 SVC - VARIOUS SITES	\$2,828.93
	2020-00000571	10/18/2019	08/15-10/16/19 SVC - VARIOUS SITES	\$1,850.08

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72311	10/29/2019		SOCALGAS	\$15.29
	Invoice	Date	Description	Amount
	2020-00000569	10/16/2019	09/13-10/14/19 SVC - 610 S BREA CYN RD	\$15.29
72312	11/04/2019		NEXTIVA, INC.	\$1,577.59
	Invoice	Date	Description	Amount
	24641175019	10/28/2019	CITY HALL PHONE SVC 10/28-11/27/19	\$1,562.10
	24695911852	10/29/2019	ADD'L FAX LINE AT IBC	\$15.49
72313	11/06/2019		AT & T	\$256.68
	Invoice	Date	Description	Amount
	2020-00000636	10/17/2019	10/17-11/16/19 SVC - TONNER CYN-RADIO	\$256.68
72314	11/06/2019		FRONTIER	\$73.28
	Invoice	Date	Description	Amount
	2020-00000637	10/19/2019	10/19-11/18/19 SVC - FOLLOW'S CAMP GUARD	\$73.28
72315	11/06/2019		SO CALIFORNIA EDISON COMPANY	\$4,370.07
	Invoice	Date	Description	Amount
	2020-00000638	10/22/2019	09/19-10/21/19 SVC - 14661 & 14911 CLARK AVE U	\$116.53
	2020-00000639	10/23/2019	09/20-10/22/19 SVC - 1007 LAWSON ST TC1	\$47.85
	2020-00000640	10/23/2019	09/20-10/22/19 SVC - 21380 VALLEY PED	\$10.27
	2020-00000641	10/23/2019	09/20-10/22/19 SVC - 575 BREA CYN RD	\$11.09
	2020-00000642	10/23/2019	09/20-10/22/19 SVC - 580 BREA CYN RD	\$11.20
	2020-00000643	10/25/2019	09/19-10/21/19 SVC - 1015 NOGALES ST	\$505.04

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00000644	10/25/2019	09/24-10/24/19 SVC - VARIOUS SITES	\$392.32
	2020-00000645	10/26/2019	09/24-10/24/19 SVC - BREA CYN RD-VARIOUS SITES	\$522.19
	2020-00000646	10/29/2019	09/26-10/28/19 SVC - 15660 STAFFORD ST	\$1,906.09
	2020-00000647	10/29/2019	09/26-10/28/19 SVC - 205 N HUDSON AVE	\$324.73
	2020-00000648	10/29/2019	09/26-10/28/19 SVC - 137 N HUDSON AVE	\$522.76
72316	11/06/2019		SOCALGAS	\$45.21
	Invoice	Date	Description	Amount
	2020-00000649	10/22/2019	09/19-10/18/19 SVC - 13756 VALLEY BLVD	\$14.30
	2020-00000650	10/23/2019	09/20-10/21/19 SVC - 15415 DON JULIAN RD	\$30.91
72317	11/06/2019		SUBURBAN WATER SYSTEMS	\$1,231.78
	Invoice	Date	Description	Amount
	180080787531	10/23/2019	09/25-10/23/19 SVC - 205 HUDSON AVE	\$67.11
	180021714459	10/24/2019	09/26-10/24/19 SVC - AZUSA & GEMINI	\$1,164.67
72318	11/14/2019		3SI SECURITY SYSTEMS	\$864.00
	Invoice	Date	Description	Amount
	INV755043	10/10/2019	ANNUAL USAGE-TRACKING DEVICES	\$864.00
72319	11/14/2019		A-1 SATELLITE TELEVISION	\$259.18
	Invoice	Date	Description	Amount
	21856	10/23/2019	DIRECT TV RECEIVER	\$259.18
72320	11/14/2019		ALL-PRO ENTERPRISES, INC.	\$945.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	10301907	10/30/2019	WINDOW CLEANING-CITY HALL	\$945.00
72321	11/14/2019		ANNEALTA GROUP	\$97,263.50
	Invoice	Date	Description	Amount
	1571	10/11/2019	15301,15309, AND 15311 GALE AVE	\$594.50
	1572	10/11/2019	17150 GALE AVE	\$376.00
	1579	10/11/2019	RAISING CANES, AZUSA AVE	\$642.00
	1574	10/11/2019	18009 GALE AVE	\$470.00
	1575	10/11/2019	20701 E CURRIER RD	\$282.00
	1573	10/11/2019	17835 GALE AVE	\$1,047.00
	1570	10/11/2019	13400 NELSON AVE	\$1,712.00
	1577	10/11/2019	INDUSTRY BUSINESS CENTER 2	\$1,064.00
	1578	10/11/2019	13191 CROSSROADS	\$658.00
	1576	10/11/2019	INDUSTRY BUSINESS CENTER 11 AND 12	\$3,008.00
	1569	10/11/2019	STORMWATER COMPLICANCE-SEP 2019	\$26,425.50
	1566	10/11/2019	GENERAL DEVELOPMENT SVC-SEP 2019	\$20,530.00
	1567	10/11/2019	GENERAL PLANNING SVC-SEP 2019	\$34,004.50
	1568	10/11/2019	PUBLIC WORKS SUPPORT SVC-SEP 2019	\$6,450.00
72322	11/14/2019		ARAMARK REFRESHMENT SERVICE,	\$113.01
	Invoice	Date	Description	Amount
	6481980	10/22/2019	COFFEE SVC AND SUPPLIES	\$113.01
72323	11/14/2019		AVANT-GARDE, INC	\$540.00
	Invoice	Date	Description	Amount
	5735	10/01/2019	PROJECT MGMT-CITYWIDE BRIDGES	\$540.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72324	11/14/2019		BALDWIN PARK UNIFIED SCHOOL	\$100.00
	Invoice	Date	Description	Amount
	1920SVHS1	10/21/2019	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
72325	11/14/2019		BIGGS CARDOSA ASSOCIATES, INC.	\$1,905.39
	Invoice	Date	Description	Amount
	77134	09/05/2019	AZUSA AVE BRIDGE REPAINTING	\$1,905.39
72326	11/14/2019		BLAKE AIR CONDITIONING COMPANY	\$3,086.99
	Invoice	Date	Description	Amount
	M47146	09/30/2019	QTRLY MAINT-CITY HALL	\$1,419.00
	53933	08/30/2019	A/C REPAIR-CITY HALL	\$1,460.52
	53884	08/27/2019	A/C REPAIR-CITY HALL	\$207.47
72327	11/14/2019		BRAVO SIGN & DESIGN INC	\$9,029.50
	Invoice	Date	Description	Amount
	190150	10/10/2019	TWO SETS OF COI LETTER FOR CITY HALL BLDG	\$9,029.50
72328	11/14/2019		BRYAN PRESS	\$82.65
	Invoice	Date	Description	Amount
	82358	10/07/2019	BUSINESS CARDS-C. MOSS AND C. MARCUCCI	\$82.65
72329	11/14/2019		CALIFORNIA DEPT OF TAX AND FEE	\$7,398.10
	Invoice	Date	Description	Amount
	L0004540275	11/05/2019	IH FUEL STORAGE TANK TAXES 7/1/18-6/30/19	\$7,398.10

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72330	11/14/2019		CARLSON, CALLADINE & PETERSON,	\$34,771.45
	Invoice	Date	Description	Amount
	21314	10/17/2019	LEGAL SVC-SEP 2019	\$34,771.45
72331	11/14/2019		CASC ENGINEERING AND	\$22,140.40
	Invoice	Date	Description	Amount
	0041276	09/30/2019	INITIAL STUDY-FRANK & SON COLLECTIBLE SHOW	\$4,200.40
	41279	09/30/2019	NPDES CONSULTING-COI	\$7,795.00
	41176	08/31/2019	NPDES CONSULTING-COI	\$10,145.00
72332	11/14/2019		CHANNEL CRAFT & DISTRIBUTION,	\$508.70
	Invoice	Date	Description	Amount
	242957	10/21/2019	STORE STOCK ITEMS-HOMESTEAD	\$508.70
72333	11/14/2019		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	653109	09/23/2019	WATER TREATMENT-SEP 2019	\$283.00
72334	11/14/2019		CINTAS CORPORATION LOC 693	\$166.80
	Invoice	Date	Description	Amount
	4032914518	10/21/2019	DOOR MATS	\$55.60
	4032378864	10/14/2019	DOOR MATS	\$55.60
	4033493909	10/28/2019	DOOR MATS	\$55.60
72335	11/14/2019		CIPRIANO CASTELLANO	\$1,470.00
	Invoice	Date	Description	Amount
	10/8/19	10/08/2019	CPR/FIRST AIDE TRAINING FOR STAFF ON 10/8/19	\$420.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	10/15/19	10/15/2019	CPR/FIRST AIDE TRAINING FOR STAFF ON 10/15/19	\$420.00
	10/22/19	10/22/2019	CPR/FIRST AIDE TRAINING FOR STAFF ON 10/22/19	\$630.00
72336	11/14/2019		CITY OF HOPE	\$10,000.00
	Invoice	Date	Description	Amount
	11/4/19	11/04/2019	DONATION FOR THE 5K WALK/RUN FOR BREAST	\$10,000.00
72337	11/14/2019		CITY OF INDUSTRY	\$2,311.39
	Invoice	Date	Description	Amount
	2020-00000016	09/30/2019	IH FUEL PUMPS-SECURITY VEHICLES	\$1,850.43
	2020-00000018	09/30/2019	IH FUEL PUMPS-CITY HALL VEHICLES	\$460.96
72338	11/14/2019		CITY OF INDUSTRY-PAYROLL ACCT	\$250,000.00
	Invoice	Date	Description	Amount
	P/R PE 10/18/19	10/28/2019	REPLENISH PAYROLL FOR PE 10/18/19	\$125,000.00
	P/R PE 11/1/19	11/06/2019	REPLENISH PAYROLL FOR PE 11/1/19	\$125,000.00
72339	11/14/2019		CITY OF INDUSTRY-REFUSE	\$7,372.52
	Invoice	Date	Description	Amount
	3783455	10/31/2019	DISP SVC-CITY HALL	\$343.56
	3783456	10/31/2019	DISP SVC-TONNER CYN (MAINT YD)	\$906.00
	3783457	10/31/2019	STORAGE BOX RENTAL-TONNER CYN (CAMP	\$300.00
	3783318	10/01/2019	DISP SVC-EXPO CENTER (WEED ABATEMENT)	\$815.11
	3783926	10/01/2019	DISP SVC-CITY BUS STOPS	\$4,796.49
	3783665	10/01/2019	DISP SVC-205 HUDSON AVE	\$211.36
72340	11/14/2019		CNC ENGINEERING	\$318,970.48

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

Invoice	Date	Description	Amount
459594	10/31/2019	EMERGENCY STANDBY POWER GENERATOR	\$2,077.50
459595	10/31/2019	CITY STREET LIGHT PURCHASE	\$922.50
459596	10/31/2019	RESURFACING DESIGN-EXPO CENTER	\$24,010.08
459597	10/31/2019	EXPO BARN FACILITY LIGHTING	\$1,125.00
459598	10/31/2019	AVALON ROOM DESIGN	\$975.00
459599	10/31/2019	METROLINK STATION SECURITY SYSTEM	\$1,350.00
459600	10/31/2019	HATCHER YARD FACITY DEMO	\$2,100.00
459601	10/31/2019	CITYWIDE ADA SELF-EVALUATION/TRANSITION	\$3,097.50
459602	10/31/2019	SITE PLAN FOR SHERIFF TRAILER	\$22,658.75
459604	10/31/2019	CATCH BASIN RETROFITS	\$1,596.25
459605	10/31/2019	SEWER DESIGN-EXPO CENTER	\$9,212.50
459606	10/31/2019	ANNUAL PAVEMENT REHABILITATION	\$10,012.50
459607	10/31/2019	ANNUAL SLURRY SEAL	\$2,276.25
459608	10/31/2019	RESURFACING OF DON JULIAN	\$14,805.00
459609	10/31/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	\$4,226.25
459610	10/31/2019	STARHILL LN/3RD AVE WATERLINE	\$7,140.00
459611	10/31/2019	4TH AVE /TRAILSIDE WATERLINE	\$390.00
459612	10/31/2019	DON JULIAN/BASETDALE WATERLINE	\$12,295.00
459613	10/31/2019	GENERAL ENG 10/7-10/27/19	\$4,640.00
459614	10/31/2019	GENERAL ENG-PLAN APPROVAL	\$11,170.00
459615	10/31/2019	GENERAL ENG-TRAFFIC	\$2,545.00
459616	10/31/2019	GENERAL ENG-COUNTER SVC	\$2,840.00
459617	10/31/2019	GENERAL ENG-PERMITS	\$33,673.75
459618	10/31/2019	WALNUT DR WIDENING-STORM DRAIN	\$19,957.50
459619	10/31/2019	ARENTH AVE RECONSTRUCTION	\$1,677.50

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
459620	10/31/2019	205 HUDSON AVE IMPROVEMENTS	\$42.50
459621	10/31/2019	GENERAL ENG 10/7-10/27/19	\$98,373.15
459622	10/31/2019	NPDES STORM WATER	\$2,187.50
459623	10/31/2019	TONNER CYN PROPERTY	\$7,133.50
459624	10/31/2019	EXPO CENTER STANDARDS OF FACILITY MAINT	\$7,292.50
459633	10/31/2019	PAINT EVALUATION OF WROUGHT IRON FENCE	\$4,760.00
459634	10/31/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	\$2,407.50

72341	11/14/2019	CNC ENGINEERING	\$118,006.25
Invoice	Date	Description	Amount
459580	10/31/2019	PUENTE GRADE SEPARATION	\$97.50
459603	10/31/2019	EL ENCANTO IMPROVEMENTS	\$7,640.00
459625	10/31/2019	CHINO RANCH #1 DAM RENOVATION	\$3,652.50
459626	10/31/2019	VARIOUS CITY PAID EXPENSES FOR TRES	\$2,722.50
459627	10/31/2019	CITY HALL MAINT	\$11,780.00
459628	10/31/2019	HOMESTEAD MUSEUM IMPROVEMENTS	\$725.00
459629	10/31/2019	SAFETY UPGRADES AT RR CROSSINGS	\$97.50
459630	10/31/2019	STIMSON AVE CROSSING	\$877.50
459631	10/31/2019	SAN JOSE RECONSTRUCTION	\$950.00
459632	10/31/2019	T/S AT NELSON AND SUNSET	\$765.00
459635	10/31/2019	605 FWY AND VALLEY BLVD INTERCHANGE	\$1,657.50
459636	10/31/2019	HIGHWAY BRIDGE PROGRAM	\$487.50
459637	10/31/2019	AZUSA AVE BRIDGE REPAINTING	\$1,547.50
459638	10/31/2019	FISCAL YEAR BUDGET	\$10,050.00
459639	10/31/2019	ROWLAND ST RECONSTRUCTION	\$1,282.50
459640	10/31/2019	BUSINESS PKY PCC PAVEMENT	\$2,100.00

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CITY.WF.CHK - City General Wells Fargo				
459641	10/31/2019		FOLLOW'S CAMP PROPERTY	\$7,310.00
459642	10/31/2019		RESURFACING VALLEY BLVD	\$892.50
459643	10/31/2019		VARIOUS ASSIGNMENTS RELATED TO SA	\$450.00
459644	10/31/2019		NELSON AVE/PUENTE AVE WIDENING	\$2,790.00
459645	10/31/2019		REPAIRS TO CITY OWNED PUMP STATIONS	\$7,215.00
459646	10/31/2019		ARENTH AVE RECONSTRUCTION	\$3,900.00
459647	10/31/2019		ARENTH AVE STREET LIGHTS	\$615.00
459648	10/31/2019		ARENTH GUARD RAIL INSTALLATION	\$11,415.00
459649	10/31/2019		CARTEGRAPH MGMT	\$21,277.50
459650	10/31/2019		SR57/60 FWY CONLFUENCE PROJ	\$780.00
459651	10/31/2019		GRAND AVE BRIDGE WIDENING	\$6,815.00
459652	10/31/2019		FULLERTON RD GRADE SEPARATION	\$4,603.75
459653	10/31/2019		PUENTE GRADE SEPARATION	\$97.50
459654	10/31/2019		FAIRWAY DR GRADE SEPARATION	\$2,287.50
459655	10/31/2019		TURNBULL CYN RD GRADE SEPARATION	\$1,125.00
72342	11/14/2019		CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount
	INV104249	09/30/2019	DOCUMENT MGMT-SEP 2019	\$1,700.90
72343	11/14/2019		COUNTY OF LA DEPT OF PUBLIC	\$116.75
	Invoice	Date	Description	Amount
	PW-19090901185	09/09/2019	TRAFFIC SIGNAL MAINT	\$116.75
72344	11/14/2019		COUNTY OF ORANGE	\$196,900.34
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	306-021-02-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$186,946.20
	306-021-13-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$593.54
	306-021-01-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$9,021.60
	308-031-32-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$339.00
72345	11/14/2019		CREATIVE IMAGE PRODUCTS	\$259.20
	Invoice	Date	Description	Amount
	1612	10/08/2019	LADIES POLO SHIRTS-COUNCIL MEMBERS	\$259.20
72346	11/14/2019		D M V RENEWAL	\$244.00
	Invoice	Date	Description	Amount
	7PKU703-19	10/15/2019	REGISTRATION RENEWAL-LIC 7PKU703	\$244.00
72347	11/14/2019		DAPEER, ROSENBLIT, AND LITVAK,	\$6,169.01
	Invoice	Date	Description	Amount
	16427	09/30/2019	GENERAL CODE ENFORCEMENT-SEP 2019	\$3,650.81
	16429	09/30/2019	SPECIALIZED LEGAL SVC-SEP 2019	\$1,848.00
	16428	09/30/2019	SPECIALIZED LEGAL SVC-SEP 2019	\$670.20
72348	11/14/2019		DEPT OF ANIMAL CARE & CONTROL	\$3,010.63
	Invoice	Date	Description	Amount
	10/25/19	10/25/2019	SHELTER COST-SEP 2019	\$3,010.63
72349	11/14/2019		DEPT OF TRANSPORTATION	\$123,903.63
	Invoice	Date	Description	Amount
	20003581	10/15/2019	COOP 07-5033, SR60/57 CONFLUENCE AT GRAND AVE	\$26,501.69
	20002523	09/13/2019	COOP 07-5033, SR60/57 CONFLUENCE AT GRAND AVE	\$97,401.94

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72350	11/14/2019		DEPT OF TRANSPORTATION	\$6,177.34
	Invoice	Date	Description	Amount
	SL200179	10/15/2019	MAINT SIGNAL & LIGHTS JUL-SEP 2019	\$6,177.34
72351	11/14/2019		DIAMOND BAR ELECTRIC, INC.	\$30,853.00
	Invoice	Date	Description	Amount
	15246	10/25/2019	EXPO CENTER GOLF CART POWER	\$30,853.00
72352	11/14/2019		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	9481	10/15/2019	PUENTE HILLS AUTO DISPLAY	\$1,763.00
72353	11/14/2019		ELEVATE PUBLIC AFFAIRS, LLC	\$33,000.00
	Invoice	Date	Description	Amount
	1730	10/18/2019	IBC STRATEGIC CONSULTING-AUG 2019	\$6,000.00
	1731	10/18/2019	IBC STRATEGIC CONSULTING-SEP 2019	\$6,000.00
	1680	10/18/2019	IBC STRATEGIC CONSULTING-JUL 2019	\$6,000.00
	1723	10/14/2019	MEDIA CONSULTING-SEP 2019	\$15,000.00
72354	11/14/2019		EXCEL PAVING COMPANY	\$181,238.77
	Invoice	Date	Description	Amount
	#6CITY-1420R	11/01/2019	WALNUT DR SOUTH WIDENING & STORM DRAIN	\$190,777.65
72355	11/14/2019		FEDERAL EXPRESS CORP.	\$71.52
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	6-765-54952	10/11/2019	MESSENGER SVC	\$71.52
72356	11/14/2019		FUEL PROS, INC.	\$380.00
	Invoice	Date	Description	Amount
	45153	09/10/2019	INDUSTRY HILLS FUEL STN MAINT	\$380.00
72357	11/14/2019		GONSALVES & SON, JOE A.	\$10,045.00
	Invoice	Date	Description	Amount
	157760	10/22/2019	LEGISLATIVE SVC-OCT 2019	\$10,045.00
72358	11/14/2019		GRAND CENTRAL RECYCLING &	\$1,395.17
	Invoice	Date	Description	Amount
	3785954	09/30/2019	GREEN/SOLID WASTE-CITY HALL	\$1,395.17
72359	11/14/2019		HARDT, JULIE	\$289.00
	Invoice	Date	Description	Amount
	10/24/2019	10/24/2019	REIMBURSE FOR AMERICAN PAYROLL ASSOCIATION	\$289.00
72360	11/14/2019		HDL COREN & CONE	\$2,628.00
	Invoice	Date	Description	Amount
	0027245-IN	10/25/2019	CONTRACT SVC-PROPERTY TAX OCT-DEC 2019	\$2,628.00
72361	11/14/2019		HISTORICAL RESOURCES, INC.	\$71,801.17
	Invoice	Date	Description	Amount
	10/30/19	10/30/2019	AGRMT REIMBURSEMENT FOR OCT/NOV 2019	\$68,261.54
	10/30/19-A	10/30/2019	REIMBURSE FOR OFFICE SUPPLIES	\$881.71

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	10/30/19-B	10/30/2019	REIMBURSE FOR F&M CREDIT CARD	\$2,657.92
72362	11/14/2019		HOLLYWOOD SOUND SYSTEMS	\$240.00
	Invoice	Date	Description	Amount
	362885	10/25/2019	RECORDING/SOUND EQUIPMENT EVALUATION-IBC	\$240.00
72363	11/14/2019		HOME DEPOT CREDIT SERVICES	\$644.62
	Invoice	Date	Description	Amount
	4670430	09/26/2019	DRINKING FOUNTAIN-HOMESTEAD	\$644.62
72364	11/14/2019		IDS GROUP, INC.	\$14,755.91
	Invoice	Date	Description	Amount
	19X002.10-2	04/30/2019	ANALYSIS/ASSESSMENT-EXPO PATIO CAFE	\$14,755.91
72365	11/14/2019		INDEPENDENT ROOFING	\$1,500.00
	Invoice	Date	Description	Amount
	0072715	09/30/2019	PRE-JOB CONFERENCE-CITY HALL ROOF	\$1,500.00
72366	11/14/2019		INDUSTRY BUSINESS COUNCIL	\$97,745.82
	Invoice	Date	Description	Amount
	SEPTEMBER 2019	10/28/2019	EXPENSE REIMBURSEMENT-SEP 2019	\$97,745.82
72367	11/14/2019		INDUSTRY SECURITY SERVICES	\$27,065.62
	Invoice	Date	Description	Amount
	14-24218	10/25/2019	SECURITY SVC-VARIOUS SITES	\$8,327.88
	14-24203	10/18/2019	SECURITY SVC-VARIOUS SITES	\$8,327.88

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-24210	10/18/2019	ADD'L SECURITY FOR RODEO AT EXPO CENTER	\$2,018.88
	14-24234	11/01/2019	SECURITY SVC-VARIOUS SITES	\$8,390.98
72368	11/14/2019		INDUSTRY SECURITY SERVICES	\$35,121.92
	Invoice	Date	Description	Amount
	14-24213	10/25/2019	SECURITY SVC 10/18-10/24/19	\$11,731.84
	14-24198	10/18/2019	SECURITY SVC 10/11-10/17/19	\$11,658.24
	14-24229	11/01/2019	SECURITY SVC 10/25-10/31/19	\$11,731.84
72369	11/14/2019		INDUSTRY TIRE SERVICE	\$390.83
	Invoice	Date	Description	Amount
	0291531	10/23/2019	REPAIR LOOSE TIRE	\$35.00
	0291438	10/08/2019	REPAIR LOOSE TIRE	\$35.00
	0291244	10/08/2019	REPLACED TWO LOOSE TIRES	\$320.83
72370	11/14/2019		INTERIOR IMAGES, INC.	\$1,384.40
	Invoice	Date	Description	Amount
	3009	10/15/2019	INTERIOR DESIGN-EL ENCANTO FACILITY	\$1,384.40
72371	11/14/2019		JANUS PEST MANAGEMENT	\$13,163.00
	Invoice	Date	Description	Amount
	215255	10/01/2019	PEST SVC-TONNER CYN	\$441.00
	215271	09/13/2019	PEST SVC-15660 STAFFORD ST	\$85.00
	215272	09/13/2019	PEST SVC-15559 RAUSCH RD	\$85.00
	215269	09/16/2019	PEST SVC-CITY HALL	\$145.00
	215270	09/16/2019	PEST SVC-IMC	\$145.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	215382	09/23/2019	PEST SVC-OLD BREA CYN RD	\$168.00
	215398	10/01/2019	RODENT SVC-CHESTNUT/ANAHEIM	\$896.00
	215402	10/01/2019	RODENT SVC-15400 STAFFORD ST	\$972.00
	215404	10/01/2019	PEST SVC-15252 STAFFORD ST	\$300.00
	214594	10/01/2019	RODENT SVC-LANDFILL ON GRAND AVE	\$9,346.00
	215805	10/01/2019	PEST SVC-HOMESTEAD	\$580.00
72372	11/14/2019		JEFF PARRIOTT PHOTOGRAPHIC	\$4,411.25
	Invoice	Date	Description	Amount
	00565	10/29/2019	PROF SVC-HOMESTEAD	\$4,411.25
72373	11/14/2019		JMDiaz, Inc.	\$585.00
	Invoice	Date	Description	Amount
	034 (19-179)	09/30/2019	STAFF AUGMENTATION-SEP 2019	\$585.00
72374	11/14/2019		KEENAN AND ASSOCIATES	\$3,982.00
	Invoice	Date	Description	Amount
	235375	10/17/2019	P&L CLAIM ADMIN FEE JUL-SEP 2019	\$3,982.00
72375	11/14/2019		KLINE'S PLUMBING, INC.	\$120.00
	Invoice	Date	Description	Amount
	11225	10/09/2019	REPAIR LEAK-CITY HALL	\$120.00
72376	11/14/2019		L A COUNTY DEPT OF PUBLIC	\$7,787.47
	Invoice	Date	Description	Amount
	IN200000236	09/26/2019	ACCIDENT-GALE AVE @ TURNBULL CYN RD	\$18.67

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IN200000232	09/26/2019	ACCIDENT-GALE AVE @ TURNBULL CYN RD	\$117.54
	IN200000240	09/26/2019	ACCIDENT-AMAR RD @ VINELAND	\$1,130.85
	IN200000250	09/26/2019	ACCIDENT-CALIFORNIA @ NELSON AVE	\$2,369.02
	IN200000231	09/26/2019	ACCIDENT-AMAR RD @ ECHELON AVE	\$172.96
	IN200000093	09/25/2019	CATCH BASIN CLEANOUT FY 18/19	\$3,978.43
72377	11/14/2019		L A COUNTY DEPT OF PUBLIC	\$20,502.97
	Invoice	Date	Description	Amount
	IN200000222	09/19/2019	BLDG & SAFETY ONE-STOP SHOP-JUL 2019	\$20,502.97
72378	11/14/2019		L A COUNTY SHERIFF'S	\$914,234.43
	Invoice	Date	Description	Amount
	200882AL	10/15/2019	HELICOPTER SVC-DEC 2018	\$2,473.86
	200883AL	10/15/2019	HELICOPTER SVC-JAN 2019	\$934.56
	200884AL	10/15/2019	HELICOPTER SVC-FEB 2019	\$2,968.63
	20885AL	10/15/2019	HELICOPTER SVC-MAR 2019	\$5,098.90
	200886AL	10/15/2019	HELICOPTER SVC-APR 2019	\$2,501.34
	200887AL	10/15/2019	HELICOPTER SVC-MAY 2019	\$714.67
	200888AL	10/15/2019	HELICOPTER SVC-JUN 2019	\$1,030.78
	200682AL	10/09/2019	SHERIFF CONTRACT-SEP 2019	\$898,511.69
72379	11/14/2019		L A COUNTY TAX COLLECTOR	\$52,207.14
	Invoice	Date	Description	Amount
	8636-004-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$76.94
	8636-004-271-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$76.94
	8636-004-272-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$186.11

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
8636-004-273-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$186.11
8636-004-274-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$390.75
8636-004-275-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$527.18
8636-004-276-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$458.97
8636-005-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$76.94
8636-005-271-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$76.94
8636-006-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$731.80
8678-005-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$11,884.74
8678-005-271-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$7,172.60
8678-006-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$6,223.51
8678-006-271-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$652.87
8678-006-272-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$731.80
8678-006-273-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$13,227.88
8678-006-274-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$1,012.13
8678-006-275-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$731.80
8678-006-276-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$90.59
8678-006-277-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$76.94
8678-006-278-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$810.15
8678-007-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$527.18
8678-007-271-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$2,760.67
8678-007-272-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$731.80
8678-008-270-19	11/01/2019	PROP TAX FY 19/20-FOLLOW'S CAMP	\$2,783.80
72380	11/14/2019	L A COUNTY TAX COLLECTOR	\$74,810.60
Invoice	Date	Description	Amount
8714-026-274-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$6,337.40

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Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	8714-028-271-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$1,763.78
	8714-026-275-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$1,174.32
	8714-027-272-19	11/01/2019	PROP TAX FY 19/20-TONNER CYN	\$65,535.10
72381	11/14/2019	L A COUNTY TAX COLLECTOR		\$19,016.43
	Invoice	Date	Description	Amount
	8206-003-271-19	11/01/2019	PROP TAX FY 19/20-13910 LOMITAS	\$702.09
	8709-027-271-19	11/01/2019	PROP TAX FY 19/20-EAST SIDE	\$271.28
	8760-028-270-19	11/01/2019	PROP TAX FY 19/20-FAIRWAY DR & SAN JOSE	\$84.71
	8206-003-270-19	11/01/2019	PROP TAX FY 19/20-19900 LOMITAS	\$887.72
	8269-008-270-19	11/01/2019	PROP TAX FY 19/20-WEST OF 57 FWY	\$6,628.93
	8940-149-066-19	11/01/2019	ADJ PROP TAX FY 19/20-132 TURNBULL CYN RD	\$418.19
	8940-149-065-19	11/01/2019	ADJ PROP TAX FY 19/20-130 TURNBULL CYN RD	\$418.19
	8940-149-067-19	11/01/2019	ADJ PROP TAX FY 19/20-134 TURNBULL CYN RD	\$356.08
	8120-027-270-19	11/01/2019	PROP TAX FY 19/20-SOUTH OF WORKMAN MILL RD	\$257.75
	8262-012-275-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$1,342.65
	8262-012-274-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$2,700.19
	8262-012-273-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$2,860.66
	8247-013-270-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$58.29
	8263-027-270-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$393.35
	8263-008-271-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$98.61
	8263-008-270-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$58.21
	8262-012-272-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$136.58
	8262-012-271-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$367.95
	8262-012-276-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$572.38
	8262-012-270-19	11/01/2019	PROP TAX FY 19/20-PART OF INDUSTRY HILLS	\$402.62

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

72382	11/14/2019	LA PUENTE VALLEY COUNTY		\$30,996.10
Invoice	Date	Description	Amount	
2020-00000606	10/18/2019	08/19-10/18/19 SVC - 15414 DON JULIAN RD (IRRI)	\$1,406.51	
2020-00000607	10/18/2019	08/19-10/18/19 SVC - 15414 DON JULIAN RD	\$719.51	
2020-00000608	10/18/2019	08/19-10/18/19 SVC - 15625 STAFFORD ST	\$238.53	
2020-00000609	10/18/2019	08/19-10/18/19 SVC - 15625 STAFFORD ST	\$74.21	
2020-00000610	10/18/2019	08/19-10/18/19 SVC - HUDSON AVE (IRRI)	\$536.31	
2020-00000611	10/18/2019	08/19-10/18/19 SVC - 211 HACIENDA BLVD (IRRI)	\$247.64	
2020-00000612	10/18/2019	08/19-10/18/19 SVC - HACIENDA & STAFFORD (IRR)	\$156.17	
2020-00000613	10/18/2019	08/19-10/18/19 SVC - HACIENDA & STAFFORD ST (I)	\$394.33	
2020-00000614	10/18/2019	08/19-10/18/19 SVC - 285 HACIENDA BLVD (IRRI)	\$107.95	
2020-00000615	10/18/2019	08/19-10/18/19 SVC - 1 AZUSA WAY (IRRI)	\$298.10	
2020-00000616	10/18/2019	08/19-10/18/19 SVC - SOTRO ST (IRRI)	\$1,427.12	
2020-00000617	10/18/2019	08/19-10/18/19 SVC - NELSON AVE (IRRI)	\$2,187.40	
2020-00000618	10/18/2019	08/19-10/18/19 SVC - 220 HACIENDA BLVD (IRRI)	\$543.18	
2020-00000619	10/18/2019	08/19-10/18/19 SVC - STAFFORD ST (IRRI)	\$492.80	
2020-00000620	10/18/2019	08/19-10/18/19 SVC - RAUSCH RD (IRRI)	\$687.32	
2020-00000621	10/18/2019	08/19-10/18/19 SVC - 15660 STAFFORD ST	\$261.51	
2020-00000622	10/18/2019	08/19-10/18/19 SVC - RAUSCH RD (IRRI)	\$630.07	
2020-00000623	10/18/2019	08/19-10/18/19 SVC - 15651 STAFFORD ST	\$2,851.50	
2020-00000624	10/18/2019	08/19-10/18/19 SVC - PARRIOTT & DON JULIAN RD (I)	\$156.17	
2020-00000625	10/18/2019	08/19-10/18/19 SVC - DON JULIAN RD	\$1,081.10	
2020-00000626	10/18/2019	08/19-10/18/19 SVC - 15415 DON JULIAN RD (IRRI)	\$2,565.43	
2020-00000627	10/18/2019	08/19-10/18/19 SVC - VALLEY BLVD (IRRI)	\$101.08	
2020-00000628	10/18/2019	08/19-10/18/19 SVC - 201 STAFFORD ST (IRRI)	\$3,825.42	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00000629	10/18/2019	08/19-10/18/19 SVC - 15414 DON JULIAN RD	\$170.73
	2020-00000630	10/18/2019	08/19-10/18/19 SVC - 15414 DON JULIAN RD (IRRI)	\$1,891.99
	2020-00000631	10/18/2019	08/19-10/18/19 SVC - 15415 DON JULIAN RD (IRRI)	\$5,281.37
	2020-00000632	10/18/2019	08/19-10/18/19 SVC - HACIENDA BLVD (IRRI)	\$114.82
	2020-00000633	10/18/2019	08/19-10/18/19 SVC - PROCTOR & EL ENCANTO (I)	\$339.37
	2020-00000634	10/18/2019	08/19-10/18/19 SVC - ALONG RAILROAD TRACK (I)	\$957.67
	2020-00000635	10/18/2019	08/19-10/18/19 SVC - STAFFORD & OLD VALLEY (I)	\$1,250.79
72383	11/14/2019		LA PUENTE VALLEY COUNTY	\$286.63
	Invoice	Date	Description	Amount
	BS;10/19	10/23/2019	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.63
72384	11/14/2019		LEIGHTON CONSULTING INC	\$17,005.75
	Invoice	Date	Description	Amount
	37395	10/16/2019	WALNUT DR WIDENING & STORM DRAIN	\$10,505.75
	37266	09/30/2019	GEOTECHNICAL EXPLORATION-CHINO RANCH DAM	\$6,500.00
72385	11/14/2019		LOCKE LORD LLP	\$53,016.91
	Invoice	Date	Description	Amount
	1531532	10/24/2019	LEGAL SVC-SEP 2019	\$41,864.41
	1531531	10/14/2019	LEGAL SVC-SEP 2019	\$11,152.50
72386	11/14/2019		LOCKS PLUS, INC.	\$1,766.99
	Invoice	Date	Description	Amount
	34149	10/02/2019	INSTALL REMOTE/PANIC BUTTON-IBC	\$821.88
	34160	10/15/2019	REKEY ANNEX DOOR-IBC	\$134.42

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	34159	10/21/2019	REKEY LOCKS-CITY HALL/IBC	\$810.69
72387	11/14/2019		LOS ANGELES TIMES	\$90.49
	Invoice	Date	Description	Amount
	10007093243-C	10/14/2019	SUBSCRIPTION THRU 2/17/20-CITY HALL	\$90.49
72388	11/14/2019		LOWE'S/SYNCHRONY BANK	\$8.66
	Invoice	Date	Description	Amount
	984170	10/02/2019	CONNECTOR FOR REFRIGERATOR (ELISE'S OFFICE)	\$8.66
72389	11/14/2019		LUIS A. SOLORZANO	\$2,300.00
	Invoice	Date	Description	Amount
	COI-01102019	10/28/2019	.RE-CREATION OF CITY LOGO AND CITY FLAG	\$2,300.00
72390	11/14/2019		MASTEK, INC.	\$75,677.00
	Invoice	Date	Description	Amount
	#6CIPCC-18003B	11/01/2019	EMERGENCY STANDBY POWER GENERATOR	\$79,660.00
72391	11/14/2019		MEAD AND HUNT, INC.	\$2,209.00
	Invoice	Date	Description	Amount
	295682	10/16/2019	CHINO DAM INUNDATION AND EAP	\$2,209.00
72392	11/14/2019		MIDAMERICA ADMINISTRATIVE &	\$6,720.00
	Invoice	Date	Description	Amount
	MAR0000008917	10/03/2018	ADMIN FEES FOR APR-JUN 2018	\$1,680.00
	MAR0000010290	02/15/2019	ADMIN FEES FOR JUL-SEP 2018	\$1,680.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	MAR0000011568	06/07/2019	ADMIN FEES FOR JAN-MAR 2019	\$1,656.00
	MAR0000010919	03/28/2019	ADMIN FEES FOR OCT-DEC 2018	\$1,704.00
72393	11/14/2019		MR PLANT & INTERIOR BOTANICAL	\$720.00
	Invoice	Date	Description	Amount
	NOV 12393	11/01/2019	PLANT MAINT-NOV 2019	\$720.00
72394	11/14/2019		MUNI-ENVIRONMENTAL, LLC	\$27,812.49
	Invoice	Date	Description	Amount
	19-034	10/29/2019	COMMERICAL WASTE PROGRAM	\$27,812.49
72395	11/14/2019		MIX GRAPHICS, INC.	\$571.92
	Invoice	Date	Description	Amount
	19395	10/11/2019	BLUEPRINT SVC-CITY 1434	\$369.34
	19400	10/01/2019	MICROFICHE SCAN	\$202.58
72396	11/14/2019		NINYO & MOORE GEOTECHNICAL	\$29,627.00
	Invoice	Date	Description	Amount
	231683	09/30/2019	GEOTECHNICAL EVALUATION-150 HUDSON (SHERIFF	\$29,627.00
72397	11/14/2019		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	337	10/31/2019	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
	336	10/31/2019	JANITORIAL SVC-IBC	\$1,467.00
	.338	10/31/2019	JANITORIAL SVC-CITY HALL	\$5,500.00
72398	11/14/2019		OPEN TEXT INC.	\$45.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	07634191910	10/02/2019	FAX SVC-SEP 2019	\$45.50
72399	11/14/2019		OWEN GROUP, INC.	\$18,067.50
	Invoice	Date	Description	Amount
	5308	09/17/2019	ADA EVALUATION AND TRANSITION PLAN	\$18,067.50
72400	11/14/2019		PACIFIC UTILITY INSTALLATION	\$850.00
	Invoice	Date	Description	Amount
	20516	10/10/2019	REPAIR ELECTRIC METER-PECK RD	\$850.00
72401	11/14/2019		PADILLA, YVETTE	\$2,770.00
	Invoice	Date	Description	Amount
	FALL 2019-A	10/22/2019	REIMBURSE FOR TUITION-FALL 2019	\$2,770.00
72402	11/14/2019		PARS	\$600.00
	Invoice	Date	Description	Amount
	44030	10/14/2019	ARS FEES-AUG 2019	\$300.00
	43884	10/10/2019	REP FEES-AUG 2019	\$300.00
72403	11/14/2019		PLACEWORKS	\$13,271.80
	Invoice	Date	Description	Amount
	70117	09/30/2019	GRAND AVE WIDENING	\$3,195.15
	70155	09/30/2019	PENSKE DEALERSHIP	\$10,076.65
72404	11/14/2019		POST ALARM SYSTEMS	\$295.51

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1211572	10/05/2019	MONITORING SVC-HOMESTEAD	\$295.51
72405	11/14/2019		PT EVENTS, INC.	\$4,102.95
	Invoice	Date	Description	Amount
	7097	10/03/2019	RENTALS FOR TWENTIES FESTIVAL-HOMESTEAD	\$4,102.95
72406	11/14/2019		PUENTE HILLS CHEVROLET	\$1,030.80
	Invoice	Date	Description	Amount
	122272	09/19/2019	AUTO MAINT-LIC 98407C1	\$1,030.80
72407	11/14/2019		R.F. DICKSON CO., INC.	\$18,901.65
	Invoice	Date	Description	Amount
	2509923	09/30/2019	STREET AND PARKING LOT SWEEPING-SEP 2019	\$18,901.65
72408	11/14/2019		RESERVE ACCOUNT	\$600.00
	Invoice	Date	Description	Amount
	10/28/19	10/28/2019	POSTAGE REFILL FOR ACCOUNT #15775679	\$600.00
72409	11/14/2019		RICOH USA, INC.	\$1,115.34
	Invoice	Date	Description	Amount
	5057794803	10/08/2019	METER READING-VARIOUS COPIERS	\$501.71
	5057829824	10/13/2019	METER READING-TREASURY	\$12.35
	32510060	10/11/2019	COPIER LEASE-TREASURY	\$252.66
	5057816098	10/10/2019	METER READING-DEV COPIER	\$24.41
	5057816104	10/10/2019	METER READING-HR COPIER	\$34.85

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	32509555	10/11/2019	COPIER LEASE-ENGINEERING	\$289.36
72410	11/14/2019		RICOH USA, INC.	\$283.94
	Invoice	Date	Description	Amount
	65457654	10/17/2019	COPIER LEASE-HR	\$283.94
72411	11/14/2019		SATSUMA LANDSCAPE & MAINT.	\$176,622.54
	Invoice	Date	Description	Amount
	1019CH	10/31/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$72,448.37
	1019TA	10/31/2019	LANDSCAPE SVC-TEMPLE & AZUSA	\$57,699.08
	1019XROADS	10/31/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$46,475.09
72412	11/14/2019		SCS FIELD SERVICES	\$13,317.00
	Invoice	Date	Description	Amount
	0361625	09/30/2019	IH MAINT-LANDFILL GAS SYSTEM	\$13,317.00
72413	11/14/2019		SELIGSON PUBLISHING INC	\$302.86
	Invoice	Date	Description	Amount
	2858	11/16/2019	BOOKS FOR HOMESTEAD STORE	\$302.86
72414	11/14/2019		SO CAL INDUSTRIES	\$282.00
	Invoice	Date	Description	Amount
	405271	10/09/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	404661	10/04/2019	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	406373	10/16/2019	RR RENTAL-TONNER CYN/57 FWY	\$91.26

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72415	11/14/2019		SO CALIFORNIA EDISON COMPANY	\$1,169.42
	Invoice	Date	Description	Amount
	7590239176	10/23/2019	RELOCATE A TC-1 POLE MOUNTED METER TO A NEW	\$1,169.42
72416	11/14/2019		SPARKLETTS	\$198.22
	Invoice	Date	Description	Amount
	17165913 102519	10/25/2019	WATER DELIVERY	\$89.44
	16916898 102519	10/25/2019	WATER DELIVERY	\$108.78
72417	11/14/2019		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894101019	10/10/2019	BUSINESS INTERNET-OCT 2019	\$938.99
72418	11/14/2019		SQUARE ROOT GOLF & LANDSCAPE,	\$249,631.47
	Invoice	Date	Description	Amount
	1456H-1	10/30/2019	GRAFFITI REMOVAL	\$1,885.91
	1455ELHM	10/30/2019	LANDSCAPE SVC-HOMESTEAD	\$28,176.22
	1453ELHM	10/30/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$11,058.00
	1456H-2	10/30/2019	STREET SIGN REPAIR & INSTALLATION	\$253.61
	1454ELHM	10/30/2019	LANDSCAPE SVC-EL ENCANTO	\$14,004.00
	1456H	10/30/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$194,253.73
72419	11/14/2019		STAPLES BUSINESS ADVANTAGE	\$4,058.93
	Invoice	Date	Description	Amount
	8056161478	10/19/2019	OFFICE SUPPLIES	\$1,424.95
	8055992666	10/05/2019	OFFICE SUPPLIES	\$2,620.85

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8056083521	10/12/2019	OFFICE SUPPLIES	\$13.13
72420	11/14/2019		STEINKE ELECTRIC, KIRK	\$7,786.00
	Invoice	Date	Description	Amount
	252	10/17/2019	ELECTRICAL REPAIRS-HOMESTEAD	\$7,786.00
72421	11/14/2019		SYNCHRONY BANK/AMAZON	\$65.69
	Invoice	Date	Description	Amount
	S7SQC930	10/10/2019	OFFICE SUPPLIES	\$65.69
72422	11/14/2019		TECHNOLOGY UNLIMITED	\$992.90
	Invoice	Date	Description	Amount
	337839	10/10/2019	MAINT AND SORFTWARE LICENSE 12/30/19-12/29/20	\$992.90
72423	11/14/2019		THE BIG NORWEGIAN	\$14,464.71
	Invoice	Date	Description	Amount
	55879	10/24/2019	REPAIR 1978 CASE 580K BACK HOE-HATCHER	\$2,104.78
	55878	10/24/2019	REPAIR 1978 CASE 580K BACK HOE-HATCHER	\$945.63
	55877	10/24/2019	REPLACE RADIATOR-2000 KUBOTA TRACTOR-	\$2,025.27
	55864	10/04/2019	REPAIR JOHN DEERE 51056 TRACTOR-TONNER CYN	\$3,858.99
	55863	10/04/2019	REPAIR JOHN DEERE 2101E TRACTOR-TONNER CYN	\$5,530.04
72424	11/14/2019		THE FLAG SHOP	\$201.18
	Invoice	Date	Description	Amount
	19755	10/28/2019	UNITED STATES NYLON FLAGS (4)	\$201.18
72425	11/14/2019		THE OLD TOWN LA PUENTE	\$1,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	10/30/19	10/30/2019	SPONSORSHIP FOR CHRISTMAS CELEBRATION	\$1,000.00
72426	11/14/2019		THE TECHNOLOGY DEPOT	\$7,695.00
	Invoice	Date	Description	Amount
	11846	10/10/2019	NETWORK MAINT-TICKET #14923	\$745.00
	11845	10/10/2019	NETWORK MAINT-TICKET #14897	\$745.00
	11830	10/08/2019	NETWORK MAINT-TICKET #14877	\$868.75
	11829	10/08/2019	NETWORK MAINT-TICKET #14861	\$1,528.75
	11951	10/25/2019	NETWORK MAINT-TICKET #15060	\$745.00
	11952	10/25/2019	NETWORK MAINT-TICKET #15073	\$786.25
	11953	10/25/2019	NETWORK MAINT-TICKET #15082	\$250.00
	11954	10/25/2019	NETWORK MAINT-TICKET #15096	\$1,157.50
	11955	01/02/1952	NETWORK MAINT-TICKET #15097	\$82.50
	11956	10/25/2019	NETWORK MAINT-TICKET #15098	\$41.25
	11957	10/25/2019	NETWORK MAINT-TICKET #15106	\$745.00
72427	11/14/2019		THERMA, LLC	\$2,575.00
	Invoice	Date	Description	Amount
	102652	09/30/2019	REPLACE HVAC COMPRESSOR-HOMESTEAD	\$2,575.00
72428	11/14/2019		TIM MIGUEL	\$200.00
	Invoice	Date	Description	Amount
	PPTMOAK19	10/31/2019	HONORARIUM ON 11/2/19-HOMESTEAD	\$200.00
72429	11/14/2019		U.S. BANK	\$1,750.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	5497781	09/25/2019	COI-ADMIN FEES FOR 2010 GO REF BONDS	\$1,750.00
72430	11/14/2019		UC REGENTS	\$100.00
	Invoice	Date	Description	Amount
	10/30/19	10/30/2019	HONORARIUM ON 10/27/19-HOMESTEAD	\$100.00
72431	11/14/2019		USA FACT, INC.	\$43.22
	Invoice	Date	Description	Amount
	9101838	10/12/2019	BACKGROUND CHECK SVC	\$43.22
72432	11/14/2019		VORTEX INDUSTRIES, INC.	\$1,790.00
	Invoice	Date	Description	Amount
	04-1380858	10/04/2019	REPAIR GATE-EXPO CENTER	\$1,790.00
72433	11/14/2019		WALTERS WHOLESALE ELECTRIC	\$8,375.41
	Invoice	Date	Description	Amount
	S113037634.001	08/14/2019	ELECTRICAL SUPPLIES-EXPO CENTER	\$8,375.41
72434	11/14/2019		WEATHERITE SERVICE	\$172.00
	Invoice	Date	Description	Amount
	L184250	10/01/2019	A/C MAINT-IBC	\$172.00
72435	11/14/2019		WHITTIER CITY SCHOOL DISTRICT	\$100.00
	Invoice	Date	Description	Amount
	1920JTTTAE1	10/28/2019	BUS FUNDING STIPEND-HOMESTEAD	\$100.00

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
72436	11/14/2019		WILLDAN ENGINEERING	\$250.00
	Invoice	Date	Description	Amount
	00618025	09/27/2019	ENGINEERING SVC-NELSON/PUENTE	\$125.00
	00618125	10/11/2019	ENGINEERING SVC-NELSON/PUENTE	\$125.00
72437	11/14/2019		WINDSTREAM	\$938.11
	Invoice	Date	Description	Amount
	71861349	10/10/2019	CITY HALL PHONE SVC-OCT 2019	\$938.11

Checks	Status	Count	Transaction Amount
	Total	158	\$4,092,326.22

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
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CALL TO ORDER

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

FLAG SALUTE

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

ROLL CALL

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

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

City Attorney Casso requested the Council allow an additional case to Closed Session. Anticipated litigation be added to Item No. 10.1, on today's agenda. It was brought to the attention of the Attorney's office after the agenda had been posted.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ALLOW THE ADDITION OF ONE CASE OF ANTICIPATED LITIGATION TO CLOSED SESSION ITEM NO. 10.1. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC COMMENTS

There were none.

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CONSENT CALENDAR

5.1 CONSIDERATION OF REGISTER OF DEMANDS FOR FEBRUARY 8, 2018

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

5.2 AUTHORIZATION TO RECRUIT FOR THE POSITION OF INDEPENDENT REFORM ADVISOR THRU PLANET BIDS

RECOMMENDED ACTION: *Authorize the recruitment.*

Mayor Radecki asked that this item be pulled from the agenda for further discussion.

5.3. CONSIDERATION OF THE APPOINTMENT OF A CITY CLERK

RECOMMENDED ACTION: *Authorize the recruitment.*

Council member Ruggles asked that this item be pulled from the agenda for further discussion.

5.4. CONSIDERATION OF THE MINUTES OF THE JULY 28, 2016 REGULAR MEETING.

RECOMMENDED ACTION: *Approve as submitted.*

Mayor Pro Tem Moss recused herself from check number 68062 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Mayor Radecki recused himself from check number 68109 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 68109 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

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MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 68062 ON ITEM 1 (REGISTER OF DEMANDS) WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 68109 ON ITEM 1 (REGISTER OF DEMANDS) AND ITEMS 5.2 AND 5.3 BE PULLED FOR FURTHER DISCUSSION. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

5.2 AUTHORIZATION TO RECRUIT FOR THE POSITION OF INDEPENDENT REFORM ADVISOR THRU PLANET BIDS

RECOMMENDED ACTION: *Authorize the recruitment.*

Mayor Radecki asked that this process for a new Ethics Advisor be reconsidered and that he did not agree with the need for a new Advisor and thought William Lockyer was doing an extremely professional job. Council Member Cruz agreed.

Mayor Pro Tem Moss said it has already happened but agreed that using Planet Bids was not the right avenue to use in accessing a new advisor.

City Manager Phillips suggested reformatting the staff report and bringing it back at the next meeting.

No vote was taken.

5.3. CONSIDERATION OF THE APPOINTMENT OF A CITY CLERK

RECOMMENDED ACTION: *Authorize the recruitment.*

Conversation ensued with the Council as to why the responsibility should go to the City Manager on an interim basis. Council Member Ruggles suggested appointing the position to the Chief Deputy City Clerk, to whom was currently doing the work.

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Mayor Pro Tem Moss suggested an evaluation of the department and to come back with recommendations with the possibility of additional support staff.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO APPOINT THE CHIEF DEPUTY CITY CLERK TO THE POSITION OF CITY CLERK AND TO DO AN EVALUATION OF THE DEPARTMENT OPERATIONS AND COME BACK WITH RECOMMENDATIONS. MOTION CARRIED 3-2, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6.1 DISCUSSION AND CONSIDERATION OF AN APPOINTMENT, AS THE CITY OF INDUSTRY'S REPRESENTATIVE TO SERVE ON THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

RECOMMENDED ACTION: *Discuss and make an appointment to the Industry Property and Housing Management Authority.*

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR RADECKI TO APPOINT SAUL JAUREGUI TO THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION FAILED 3-2, BY THE FOLLOWING VOTE:

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

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPOINT RAHELEH GORGINFAR TO THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 3-2, BY THE FOLLOWING VOTE:

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

6.2 PRESENTATION AND UPDATE BY MARK CHRISTOFFELS FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE (FORMERLY THE ACE CONSTRUCTION AUTHORITY) REGARDING VARIOUS PROJECTS IN AND AROUND THE CITY OF INDUSTRY

RECOMMENDED ACTION: Receive and file the report.

A Power Point Presentation was presented by Mark Christoffels from the San Gabriel Valley Council of Governments Capital Projects and Construction Committee.

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

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

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ES ENGINEERING SERVICES, LLC, FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$150,000.00, FROM FEBRUARY 8, 2018 TO DECEMBER 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

Director of Development Services and Administration Gonzalez provided a staff report and was available to answer any questions.

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

AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,
RADECKI

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

6.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC., FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$150,000.00, FROM FEBRUARY 8, 2018 TO DECEMBER 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

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

AYES: COUNCIL MEMBERS: CRUZ, MARCUCCI, RUGGLES, MOSS,
RADECKI

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

6.5 CONSIDERATION OF AGREEMENT NO. DS-18-023-B, WITH ALDRIDGE ELECTRIC, INC., FOR INDUSTRY TRAIL LIGHTING IMPROVEMENTS IN THE AMOUNT OF \$613,795.10

RECOMMENDED ACTION: Award the contract to Aldridge Electric, Inc., in the amount of \$613,795.10

Senior Civil Engineer Roberto Ramirez, from Cordoba Corporation, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO AWARD THE CONTRACT TO ALDRIDGE ELECTRIC, INC., IN THE AMOUNT OF \$613,795.10. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.6 CONSIDERATION OF THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE LEMON AVENUE PARTIAL DIAMOND INTERCHANGE PROJECT BETWEEN THE CITY OF INDUSTRY AND THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

RECOMMENDED ACTION: Approve the Agreement.

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

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

6.7 CONSIDERATION OF THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF INDUSTRY AND THE CITY OF DIAMOND BAR FOR THE LEMON AVENUE PARTIAL DIAMOND INTERCHANGE PROJECT

RECOMMENDED ACTION: Approve the Amendment.

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

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

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6.8 CONSIDERATION OF A CALL FOR PROJECTS PROPOSITION C FUNDING AGREEMENT (CFP #F1121) BETWEEN THE CITY OF INDUSTRY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR THE LEMON AVENUE PARTIAL DIAMOND INTERCHANGE PROJECT

RECOMMENDED ACTION: *Approve the Agreement.*

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

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

6.9 CONSIDERATION OF AMENDMENT NO. 1 TO THE CALL FOR PROJECTS FUNDING AGREEMENT (CFP #F5100) BETWEEN THE CITY OF INDUSTRY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR THE SR 57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE PROJECT

RECOMMENDED ACTION: *Approve the Amendment.*

This item was pulled from the agenda per request by Mayor Radecki.

6.10 CONSIDERATION OF THE ADVERTISEMENT FOR SOLICITATION OF PUBLIC BIDS FOR PROJECT NO. CIP-ST-18-022-B, AUTO MALL ALLEY SAFETY IMPROVEMENTS, FOR AN ESTIMATED COST OF \$51,000.00

RECOMMENDED ACTION: *Approve the plans and specifications and authorize the advertising and receipt of electronic bids*

Director of Development Services and Administration Alex Gonzalez provided a staff report and Senior Civil Engineer Roberto Ramirez, from Cordoba Corporation, provided additional information and both were available to answer any questions.

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MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING AND RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.11 CONSIDERATION OF THE ADVERTISEMENT FOR SOLICITATION OF PUBLIC BIDS FOR AGREEMENT NO. DS-18-027-B, HATCHER YARD FACILITY DEMO FOR AN ESTIMATED COST OF \$18,000.00

RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising and receipt of electronic bids

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING AND RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.12 PRESENTATION, DISCUSSION, AND DIRECTION REGARDING APPLICATION FOR GRANT FUNDING FROM THE STATE OF CALIFORNIA WATER POLLUTION CLEANUP AND ABATEMENT PROGRAM TO COMMENCE THE PLANNING PROCESS FOR THE RESTORATION OF FOLLOWS CAMP

RECOMMENDED ACTION: Provide direction to staff.

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Henry Martinez, Senior Vice President of Water Infrastructure with Cordoba Corporation, provided a staff report and was available to answer any questions. Direction was given to apply for the grant and to authorize the City Manager to proceed with the grant request to the State Water Boards.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPLY FOR THE GRANT AND TO AUTHORIZE THE CITY MANAGER TO PROCEED WITH THE GRANT REQUEST TO THE STATE WATER BOARDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

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

Mayor Radecki recessed the meeting into Closed Session at 10:06 a.m.

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RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:53 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, two cases, the City Council provided direction to the City Attorney's office, no final action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:53 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
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CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Robles, City Clerk.

City Attorney Casso requested that Council allow a Closed Session item to be added to the agenda. Existing litigation was brought to the attention of the Attorney's office after the agenda had been posted. The case is City of Industry v. Burke Williams & Sorensen, LLP, et al. Case No. KC068777

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADD CLOSED SESSION ITEM NO. 11.3, TO TODAY'S AGENDA. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
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PUBLIC COMMENTS

Larry Hartmann made a tribute to his Mother-In-Law Francis Maschio, who passed away on September 13th. She was 101 years old and spent the last four years at El Encanto Healthcare. There will be a service in her memory on October 7th.

Michael Gruebel spoke about his disappointment of the actions of Council Member Cruz. He stated that he doesn't believe Abraham Cruz deserves a seat on the Council.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 26, 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 THE AUGUST 22, 2019

RECOMMENDED ACTION: *Approve as submitted.*

5.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERIOR IMAGES, INC., TO PROVIDE INTERIOR DESIGN SERVICES FOR THE IMPROVEMENT AND RENOVATION OF VARIOUS AREAS AT EL ENCANTO HEALTHCARE FACILITY, INCREASING TOTAL COMPENSATION BY \$20,000.00 THROUGH FEBRUARY 28, 2021

RECOMMENDED ACTION: *Approve the Amendment.*

5.4 SECOND READING AND ADOPTION OF ORDINANCE NO. 806 OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADDING SECTION 17.08.045 (COLLECTIBLE MALL) TO CHAPTER 17.08 (DEFINITIONS), AND AMENDING SECTION 17.12.025 (USES PERMITTED WITH CONDITIONAL USE PERMIT), OF TITLE 17 (ZONING), OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT COLLECTIBLE MALLS IN THE COMMERCIAL ZONE UPON APPROVAL OF A CONDITIONAL USE PERMIT

RECOMMENDED ACTION: *Approve Ordinance No. 806.*

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Council Member Ruggles recused himself from check number 72037 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 72037 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARING ITEMS

6.1 CONSIDERATION OF DEVELOPMENT PLAN NO. 19-05 AND CONDITIONAL USE PERMIT NO. 19-05 TO ALLOW FOR THE OPERATION OF A NEW FAST-FOOD RESTAURANT KNOWN AS RAISING CANES LOCATED AT 1420 SOUTH AZUSA AVENUE IN THE PUENTE HILLS MALL

CONSIDERATION OF RESOLUTION NO. CC 2019-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING THE SURRENDER OF CONDITIONAL USE PERMIT 97-2, APPROVING DEVELOPMENT PLAN NO. 19-05 FOR THE CONSTRUCTION OF A NEW 4,500 SQUARE FOOT COMMERCIAL BUILDING WITH A DRIVE-THRU AND AN OUTDOOR PATIO THAT IS APPROXIMATELY 1,537 SQUARE FEET, AND CONDITIONAL USE PERMIT 19-05, A REQUEST FOR A NEW FAST FOOD RESTAURANT, LOCATED AT 1420 SOUTH AZUSA AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION:

Adopt Resolution No. CC 2019-36

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Consultant Associate Planner Dina Lomeli, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-36. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

Mayor Moss opened the Public Hearing at 9:10 a.m.

Mayor Moss asked if anyone wanted to be heard on the matter. There were no comments.

Mayor Moss closed the Public Hearing at 9:14 a.m.

ACTION ITEMS

7.1 CONSIDERATION OF AN ADDENDUM TO THE INDUSTRY BUSINESS CENTER PROJECT 2004 ENVIRONMENTAL IMPACT REPORT FOR DEVELOPMENT PLAN NOS. 19-03 AND 19-04 AT THE INDUSTRY BUSINESS CENTER

CONSIDERATION OF RESOLUTION NO. CC 2019-46 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN ADDENDUM TO THE INDUSTRY BUSINESS CENTER PROJECT 2004 ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2003121086), FOR DEVELOPMENT PLAN NO. 19-03 TO ALLOW FOR THE DEVELOPMENT OF A 627,480 SQUARE FOOT TILT UP INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 8719-008-902, IBC BUILDING NO. 2 - GRAND AVENUE; AND DEVELOPMENT PLAN NO. 19-04, FOR THE CONSTRUCTION OF TWO NEW INDUSTRIAL BUILDINGS WITH A COMBINED BUILDING AREA OF 124,000 SQUARE-FEET LOCATED ON THE SOUTHWEST CORNER OF BAKER PARKWAY AND GRAND AVENUE, IN THE CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION:

Adopt Resolution No. 2019-46.

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Consultant Assistant Planner II Nathalie Vasquez, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-46. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.2 CONSIDERATION OF DEVELOPMENT PLAN 19-03, FOR THE CONSTRUCTION OF A NEW 627,480 SQUARE-FOOT INDUSTRIAL BUILDING ON A 34.1 ACRE VACANT LOT LOCATED EAST OF GRAND AVENUE

CONSIDERATION OF RESOLUTION NO. CC 2019-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-03 TO ALLOW FOR THE DEVELOPMENT OF A 627,480 SQUARE FOOT TILT UP INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 8719-008-902, INDUSTRY BUSINESS CENTER BUILDING NO. 2 - GRAND AVENUE, IN THE CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION: Adopt Resolution No. 2019-47.

Consultant Assistant Planner II Nathalie Vasquez, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2019-47. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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7.3 CONSIDERATION OF DEVELOPMENT PLAN 19-04, FOR THE CONSTRUCTION OF TWO NEW INDUSTRIAL BUILDINGS ON A 6.25-ACRE VACANT LOT LOCATED ON THE SOUTHWEST CORNER OF BAKER PARKWAY AND GRAND AVENUE

CONSIDERATION OF RESOLUTION NO. CC 2019-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-04 FOR THE CONSTRUCTION OF TWO NEW INDUSTRIAL BUILDINGS WITH A COMBINED BUILDING AREA OF 124,000 SQUARE-FEET, LOCATED ON THE SOUTHWEST CORNER OF BAKER PARKWAY AND GRAND AVENUE IN THE CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION: *Adopt Resolution No. 2019-48.*

Consultant Assistant Planner II Nathalie Vasquez, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2019-48. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.4 CONSIDERATION OF STREET NAMES AT THE INDUSTRY EAST BUSINESS CENTER

RECOMMENDED ACTION: *Approve the names "Marcellin Drive" for "A" Street, and "Industry Way" for "B" Street, or provide other direction to Staff.*

City Manager Troy Helling, spoke of the history of Phil Marcellin as a Planning and City Council Member. He then introduced Mat Hudson, Project Manager at CNC Engineering, to say a few words regarding his grandfather, Phil Marcellin. He provided an overview of his grandfather's accomplishments and said he was very well-known and respected within the city.

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MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE NAMES "MARCELLIN DRIVE" FOR "A" STREET, AND "INDUSTRY WAY" FOR "B" STREET. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.5 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR THE SHERIFF'S STATION SITE PLAN AND MODULAR OFFICES, FOR AN ESTIMATED COST OF \$1,775,000.00 (AGREEMENT NO. CIP-FAC-19-049-B)

RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising and receipt of electronic bids.

City Manager Troy Helling, provided a brief presentation and then introduced Lieutenant John Gannon, who spoke further about the programs.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING AND RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

At 9:44 a.m. Mayor Moss, recessed the meeting to go outside to see the Mental Evaluation Team (MET) Sheriff Vehicle.

The meeting reconvened at 10:02 a.m.

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Mayor Moss introduced Marissa Castro-Salvati from Southern California Edison, who provided an overview of the Wildfire Mitigation, Safety & Grid Resiliency Plan.

8. **CITY MANAGER REPORTS**

There were none.

9. **AB 1234 REPORTS**

There was none.

10. **CITY COUNCIL COMMUNICATIONS**

Mayor Moss attended the Mayor Summit hosted by South Pasadena. It was an incredible event and would possibly want to host this event in the upcoming year.

Council Member Ruggles thanked the IBC for hosting the luncheon with speaker Robert O'Neill. It was a great event with one of the best speakers ever presented. Mayor Moss agreed and complimented the IBC as well.

Before going into Closed Session, City Attorney Casso spoke on the subject of Item No. 11.2, in regards to the passing of Resolution No. CC 2019-45 on September 10, 2019, with Council Member Cruz being censured and recusing himself relating to the Concerned Citizens matter. Both the Concerned Citizens and San Gabriel Valley Water and Power, LLC are attached at the hip and involve the same individuals.

Council Member Cruz said he would not recuse himself. City Attorney Casso encouraged Council Member Cruz to reconsider.

Therefore City Attorney Casso's advice was to create an ad hoc committee to be able to discuss this matter after the meeting in order to conduct direction and consultation with the City Manager, Assistant City Manager, and the City of Chino Hills as to where to go with this matter.

Mayor Moss appointed herself and asked Council Member Ruggles to be on the ad hoc committee to address this issue and then bring back to the City Council. Therefore item 11.2 would not be discussed in Closed Session.

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The Ad Hoc Committee is not a Brown Act body, there are no notices, the public is not invited, and is made up of two members, less than a quorum or majority of the City Council, for discussion on an item to provide direction to staff.

11. **CLOSED SESSION**

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

- 11.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)
TITLE: CITY MANAGER (Per City Manager's Employment Agreement)

- 11.2 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

- 11.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.
Superior Court of California, County of Los Angeles
Case No. KC068777

There were no public comments on the Closed Session item.

Mayor Moss recessed the meeting into Closed Session at 10:16 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Moss reconvened the meeting at 10:59 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

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With regard to Closed Session Item No. 11.1, direction was given to the City Attorney's Office, no final action was taken.

With regard to Closed Session Item No. 11.2, this item was not discussed.

With regard to Closed Session Item No. 11.3, direction was given to the City Attorney's Office and Special Counsel Michael Cooper.

ADJOURNMENT

In Memory of Francis Maschio.

There being no further business, the City Council adjourned at 11:00 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

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CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Josh Nelson, Director of Public Works/City Engineer; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 10, 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 THE SEPTEMBER 10, 2019 SPECIAL MEETING

RECOMMENDED ACTION: Approve as submitted.

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5.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY FOR ACCESS TO ASSESSOR'S PARCEL NUMBER 8264-004-908, LOCATED AT HATCHER ROAD AND RAILROAD STREET (MP99-60 #10)

RECOMMENDED ACTION:

Approve the Amendment.

Council Member Radecki recused himself from check number 72195 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 72195 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he was previously employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 72157 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY BOARD MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 72195 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 72157 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2019-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2019-28 AND ADOPTING A REVISED SALARY RANGE SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2019-2020

RECOMMENDED ACTION: *Adopt Resolution No. CC 2019-50.*

City Manager Troy Helling, provided a staff and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2019-50. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF RESOLUTION NO. CC 2019-51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE CITY OF HOPE IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR THE WALK FOR HOPE ANNUAL 2K AND 5K WALK AND RUN

RECOMMENDED ACTION: *Adopt Resolution No. CC 2019-51.*

City Manager Troy Helling, provided a staff and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2019-51. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF A LICENSE AGREEMENT WITH EVANS FOOD GROUP LTD., FOR ACCESS TO THE PARKING LOT LOCATED AT EL ENCANTO HEALTHCARE AND REHABILITATION CENTER AND WORKMAN AND TEMPLE FAMILY HOMESTEAD MUSEUM, TO UTILIZE AS A TEMPORARY OVERFLOW PARKING AREA

RECOMMENDED ACTION: Approve the Agreement.

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

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

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

6.4 CONSIDERATION OF A LICENSE AGREEMENT WITH BISCUIT FILMWORKS, LLC, FOR ACCESS TO THE PARKING LOT LOCATED AT EL ENCANTO HEALTHCARE AND REHABILITATION CENTER, TO UTILIZE AS A TEMPORARY OVERFLOW PARKING AREA

RECOMMENDED ACTION: Ratify the Agreement.

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

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

6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE LOAN AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE CITY OF INDUSTRY FOR THE MITIGATION OF NOISE, TRAFFIC AND RAILROAD IMPACTS AND FOR OTHER PUBLIC PURPOSES

RECOMMENDED ACTION: Approve the Amendment.

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

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

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

6.6 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC., INCREASING THE COMPENSATION BY \$5,700 TO PROVIDE AN INITIAL STUDY/NEGATIVE DECLARATION OR MITIGATED NEGATIVE DECLARATION FOR A PROPOSED AUTOMOBILE DEALERSHIP LOCATED AT 17647 GALE AVENUE

RECOMMENDED ACTION: Approve the Amendment.

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

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

6.7 CONSIDERATION OF AMENDMENT NO. 2 TO THE EMPLOYMENT AGREEMENT WITH TROY HELLING FOR CITY MANAGER SERVICES

RECOMMENDED ACTION: Approve Amendment No. 2 to the Employment Agreement with Troy Helling for City Manager services.

City Attorney James M. Casso, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE AMENDMENT NO. 2 TO THE EMPLOYMENT AGREEMENT WITH TROY HELLING FOR CITY MANAGER SERVICES. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.8 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON AVENUE FOR AN ESTIMATED COST OF \$239,740.00 (CONTRACT NO. CITY-1453)

RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising of receipt of electronic bids.

Director of Public Works/City Engineer Josh Nelson provided a staff report and was available to answer any questions.

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MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING OF RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.9 CONSIDERATION OF AWARD OF PROJECT NO. CIP-STR-19-044-B, ANNUAL SLURRY SEAL FY 18-19, TO DOUG MARTIN CONTRACTING COMPANY, INC., FOR AN AMOUNT NOT TO EXCEED \$179,529.75, AND ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Award the contract to Doug Martin Contracting Company, Inc., in the amount of \$179,529.75, and adopt a Notice of Exemption for the project.

Director of Public Works/City Engineer Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO AWARD THE CONTRACT TO DOUG MARTIN CONTRACTING COMPANY, INC., IN THE AMOUNT OF \$179,529.75, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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6.10 CONSIDERATION OF AWARD OF PROJECT NO. CIP-SD-18-040-B, CITYWIDE CATCH BASIN RETROFITS – PHASE 2, TO UNITED STORM WATER INC., FOR AN AMOUNT NOT TO EXCEED \$237,460.00, AND ADOPTION OF A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Award the contract to United Storm Water, Inc., in the amount of \$237,460.00, and adopt a Notice of Exemption for the project.

Senior Project Manager James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO AWARD THE CONTRACT TO UNITED STORM WATER, INC., IN THE AMOUNT OF \$237,460.00, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.11 CONSIDERATION OF THE CANCELLATION OF THE NOVEMBER 28, 2019 CITY COUNCIL MEETING

RECOMMENDED ACTION: Cancel the November 28, 2019 Regular City Council meeting.

City Manager, Troy Helling, provided a staff report requesting to also cancel the Successor Agency meeting for November 28, 2019 at 8:30 a.m.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO CANCEL THE NOVEMBER 28, 2019 REGULAR CITY COUNCIL MEETING. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.12 CONSIDERATION OF THE CANCELLATION OF THE DECEMBER 26, 2019 CITY COUNCIL MEETING, AND TO CLOSE CITY HALL BETWEEN DECEMBER 23, 2019 AND JANUARY 1, 2020

RECOMMENDED ACTION: Cancel the December 26, 2019 City Council meeting and close City Hall starting December 23, 2019 thru January 1, 2020.

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO CANCEL THE DECEMBER 26, 2019 CITY COUNCIL MEETING AND CLOSE CITY HALL STARTING DECEMBER 23, 2019 THRU JANUARY 1, 2020. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7. CITY COUNCIL COMMITTEE REPORTS

There were none.

8. AB 1234 REPORTS

There was none.

9. CITY COUNCIL COMMUNICATIONS

Larry Hartmann spoke briefly about the Rodeo and invited everyone to attend.

Mayor Pro Tem Marcucci spoke about the Megan's Wing 5k Run and the great success of the event. Also, she talked about the Women Achiever Award given to Mayor Cory C. Moss and showed the display in a magazine.

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Public Affairs and Inter Governmental Liaison Manager, Sam Pedroza, spoke about the Contract Cities Event.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:27 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

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CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Anthony Hill, Executive Director of the San Gabriel Pomona Regional Center, came to thank Mayor Moss and the City of Industry for their contribution to the Richard D. Davis Foundation Golf Tournament on October 7th. The foundation supports and provides services to the developmentally disabled and as a Gold Sponsor, Mr. Hill and his staff, came to thank the City with a plaque of appreciation.

Michael Greubel came to notify the Council and the members of the public that Council Member Cruz has been served with a Notice of Intent.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 24, 2019

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

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5.2 CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 12, 2019 SPECIAL MEETING AND THE SEPTEMBER 12, 2019 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

Council Member Radecki corrected the minutes of the September 12, 2019 Regular Meeting stating his title should be Council Member and not Mayor.

5.3 SOUTHERN CALIFORNIA EDISON VAULT REPLACEMENT ON VALLEY BOULEVARD IMMEDIATELY WEST OF PROCTOR AVENUE

RECOMMENDED ACTION: *Receive and file report.*

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE CONSENT CALENDAR WITH THE CORRECTION ON ITEM 5.2 (MEETING MINUTES). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6. ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2019-52 – A RESOLUTION OF THE CITYCOUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR THE VETERANS DAY GOLF CLASSIC FUNDRAISER

RECOMMENDED ACTION: *Adopt Resolution No. CC 2019-52.*

Public Affairs and Inter Governmental Liaison Manager, Sam Pedroza, provided a staff report and was available to answer any questions.

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MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-52. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF RESOLUTION NO. CC 2019-53 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE DISSOLUTION OF COUNTY LIGHTING MAINTENANCE DISTRICT 10049

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-53 and adopt the Joint Resolution with the Board of Supervisors with the County of Los Angeles.

Director of Public Works/City Engineer Josh Nelson provided a staff report to the Council and was available to answer any questions

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-53 AND ADOPT THE JOINT RESOLUTION WITH THE BOARD OF SUPERVISORS WITH THE COUNTY OF LOS ANGELES. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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6.3 CONSIDERATION OF DEVELOPMENT PLAN 19-6, FOR THE CONSTRUCTION OF A NEW TWO-STORY OFFICE BUILDING THAT WILL HAVE A 16,032 SQUARE-FOOT BUILDING FOOTPRINT WITH A TOTAL FLOOR AREA OF 32,064 SQUARE- FEET, ON AN 88,887 SQUARE-FOOT LOT LOCATED AT 13101 CROSSROADS PARKWAY SOUTH

CONSIDERATION OF RESOLUTION NO. CC 2019-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-6, FOR THE CONSTRUCTION OF A NEW TWO-STORY OFFICE BUILDING WITH A 16,032 SQUARE-FOOT BUILDING FOOTPRINT, AND A TOTAL FLOOR AREA OF 32,064 SQUARE- FEET ON A 2.037 ACRE (88,887 SQUARE-FOOT) LOT LOCATED AT 13101 CROSSROADS PARKWAY SOUTH, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECCOMENDED ACTION:

Adopt Resolution No. CC 2019-49.

Consultant Associate Planner, Dina Lomeli, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-49. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.4 CONSIDERATION OF DEVELOPMENT PLAN 19-9, FOR THE CONSTRUCTION OF A 216,591 SQUARE FOOT TILT UP INDUSTRIAL WAREHOUSE BUILDING, LOCATED ON A 10.1 ACRE PARCEL LOCATED AT 13400 NELSON AVENUE

CONSIDERATION OF RESOLUTION NO. CC 2019-54 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-09 FOR THE CONSTRUCTION OF A NEW 216,591 SQUARE FOOT TILT UP INDUSTRIAL WAREHOUSE BUILDING, LOCATED AT 13400 NELSON AVENUE

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**IN THE CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION
REGARDING SAME**

RECOMENDED ACTION: *Adopt Resolution No. CC 2019-54.*

Consultant Associate Planner, Dina Lomeli, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2019-54. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

**6.5 CONSIDERATION OF RESOLUTION NO. CC 2019-55 - A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING
EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS**

RECCOMENDED ACTION: *Adopt Resolution No. CC 2019-55.*

City Manager, Troy Helling, provided a staff report and a hand-out to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2019-55. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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6.6 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. TO PROVIDE GIS-BASED URBAN TREE INVENTORY IDENTIFIED BY THE CITY OR ON CITY-OWNED PROPERTIES FOR AN AMOUNT NOT TO EXCEED \$100,000.00 (JN-6201 #7)

RECOMMENDED ACTION: *Approve the Agreement.*

Director of Public Works/City Engineer, Josh Nelson, provided a staff report to the Council and was available to answer any questions

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

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

6.7 CONSIDERATION OF A PROPERTY PURCHASE AGREEMENT WITH BROOK PROPERTY, INC. IN THE AMOUNT OF \$3,500.00 FOR RIGHT OF WAY ACQUISITION (MP 08-05/CITY-1434)

RECOMMENDED ACTION: *Approve the Agreement.*

Project Manager, Sean Calvillo, from CNC Engineering provided a staff report and was available to answer any questions.

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

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

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6.8 CONSIDERATION OF A LICENSE AGREEMENT WITH PACIFIC CREST YOUTH ARTS ORGANIZATION FOR ACCESS TO ASSESSOR'S PARCEL NUMBER 8264-004-908 LOCATED AT 1123 SOUTH HATCHER AVENUE AS A STORAGE AREA

RECOMMENDED ACTION: *Approve the License Agreement.*

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

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

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

6.9 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC., FOR A BUDGET INCREASE OF \$500,000.00 FOR AN AMOUNT NOT-TO-EXCEED \$750,000.00 THROUGH OCTOBER 24, 2022 FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES (CONTRACT NO. 2016-1002)

RECOMMENDED ACTION: *Approve Amendment No. 2.*

Director of Public Works/City Engineer, Josh Nelson, provided a staff report to the Council and was available to answer any questions

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE AMENDMENT NO. 2. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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6.10 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1433 ARENTH AVENUE RECONSTRUCTION FROM ANAHEIM-PUENTE ROAD TO PHILLIPS DRIVE, TO ALL AMERICAN ASPHALT FOR AN AMOUNT NOT TO EXCEED \$3,053,713.50 AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Award the contract to All American Asphalt in the amount of \$3,053,713.50, and adopt a Notice of Exemption for the project.

Director of Public Works/City Engineer, Josh Nelson, provided a staff report to the Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI TO AWARD THE CONTRACT TO ALL AMERICAN ASPHALT IN THE AMOUNT OF \$3,053,713.50, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.11 CONSIDERATION OF CHANGE ORDER NOS. 4, 5, 6, 7, 8 AND 9 FOR DESIGN-BUILD SERVICES FOR EMERGENCY STANDBY POWER GENERATOR AT CITY HALL (PROJECT NO. CIP-CC-18-003-B) WITH MASTEK, INC. (CONTRACT NO. 2017-1004)

RECOMMENDED ACTION: Approve Change Order Nos. 4, 5, 6, 7, 8 & 9 and authorize the Mayor to execute the Change Orders.

Director of Public Works/City Engineer, Josh Nelson, provided a staff report and Mat Hudson from CNC Engineering, provided additional information and both were available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE CHANGE ORDER NOS. 4, 5, 6, 7, 8, & 9 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDERS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.12 DISCUSSION AND CONSIDERATION OF AN APPOINTMENT TO THE FOUR CORNERS TRANSPORTATION COALITION

RECOMMENDED ACTION: Appoint a Councilmember or the City Manager to serve on the Board and to permit the designee to vote to begin the dissolution process.

City Manager, Troy Helling, provided a staff report and indicated that the Four Corners Transportation Coalition, chaired by Carol Herrera from the City of Diamond Bar, needs either a City Council Member or City Manager to serve on the committee. They have not met in many years and are looking to dissolve the coalition. Mr. Helling volunteered.

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPOINT CITY MANAGER, TROY HELLING, TO SERVE ON THE BOARD AND TO PERMIT THE DESIGNEE TO VOTE TO BEGIN THE DISSOLUTION PROCESS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7. CITY MANAGER REPORTS

There were none.

8. AB 1234 REPORTS

There were none.

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9. CITY COUNCIL COMMUNICATIONS

Mayor Moss spoke about her and Mayor Pro Tem Marcucci taking an “Inspection Trip” to tour the generators at Hoover dam. It was an incredible trip and would suggest going if anyone had the opportunity. Also, this Saturday is the L.A. County Sheriff’s Annual Trail Ride.

Council Member Ruggles thanked the City for its donation of 450 pounds of candy for the Haunted Jail House Event this Saturday. There will be a festival which includes a car show, food vendors and a petting zoo, making it a nice family event. Everyone is welcome.

10. CLOSED SESSION

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

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Hayes v. City of Industry
Superior Court of California, County of Los Angeles
Case No. 19STCV10863

- 10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cabrera v. City of Industry, *et al.*
Superior Court of California, County of San Bernardino
Case No. BC719390

Mayor Moss recessed the meeting into Closed Session at 9:56 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Moss reconvened the meeting at 10:42 a.m. All members of the City Council were present except for Council Member Cruz who recused himself from Item No. 10.1, due to a conflict of interest. Council Member Cruz did not return to the Chamber.

City Attorney Casso reported out of Closed Session.

Item Nos. 10.1 and 10.2, direction was given to City Attorney’s office, no final action taken. Nothing further to report.

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ADJOURNMENT

There being no further business, the City Council adjourned at 10:42 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Sean Calvillo, Project Manager, CNC Engineering *SC*

DATE: November 14, 2019

SUBJECT: Consideration of a Supplemental Pipeline Crossing Agreement with the Union Pacific Railroad Company for an underground sewer pipeline in conjunction with the Industry Business Center project (IBC-0384/MP 99-31 #16)

Background:

As part of the Industry Business Center (IBC-0384) project, an underground sewer pipeline is proposed to cross under the railroad tracks of the Union Pacific Railroad ("UPRR"). In order to proceed with the construction of the crossing, a Pipeline Crossing Agreement ("Agreement") was created between the City and UPRR. This Agreement was approved at the March 23, 2017 City Council meeting. The Agreement allows the City the right to construct and thereafter maintain and operate, modify, remove or reconstruct the underground sewer pipeline. Construction of this pipeline is part of the Industry Business Center project and is administered by the Successor Agency. Since the Agreement is binding as long as the sewer is in place, the City will assume responsibility of the sewer including maintenance and operation once construction of the IBC project is complete. Therefore, the Agreement is between the City and the UPRR.

Discussion:

A supplemental Agreement with UPRR has been prepared in order to modify Exhibit A of the original Agreement, which contains the site plan. The original alignment of the sewer crossing had to shift 42 feet westerly to avoid a concrete structure that was discovered in the field during construction. UPRR reviewed the new alignment and approved the updated crossing location. UPRR has provided an update to the Agreement to account for this. No other revisions are being made to the Agreement.

Fiscal Impact:

No fiscal impact to City. Since the Successor Agency to the Industry Urban-Development Agency is responsible for the construction costs for public improvements, utilities and infrastructure on the IBC project, the one-time administrative handling charge of \$1,000.00 will be paid by the Successor Agency.

Recommendation:

Staff recommends that the City Council approve the Supplemental Pipeline Crossing Agreement.

Exhibits:

- A. Supplemental Pipeline Crossing Agreement effective October 22, 2019
 - B. Pipeline Crossing Agreement dated March 2, 2017
-

TH/JN/SC:jf

EXHIBIT A

Supplemental Pipeline Crossing Agreement effective October 22, 2019

[Attached]

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the ____ day of _____, 20__, between **UNION PACIFIC RAILROAD COMPANY** (“Licensor”) and **CITY OF INDUSTRY**, whose address is 15625 Stafford Street, Suite 100 Industry, California 91744 (“Licensee”).

RECITALS:

By instrument dated 3/2/2017, Licensor and Licensee, or their predecessors in interest, entered into an agreement (“Basic Agreement”), identified as Audit No. 283790, at CITY OF INDUSTRY, CALIFORNIA.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Article 1. SUBSTITUTION OF PRINT.

The print dated October 21, 2019, attached hereto as Exhibit 'A', shall be and hereby is substituted for the print dated October 31, 2016, attached to the Basic Agreement, and from and after the effective date herein whenever the term Pipeline is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Pipeline as shown on Exhibit 'A', hereto attached.

Article 2. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to install one (1) 12 inch DIP sewer pipe encased in a 24 inch steel pipeline crossing in accordance with Exhibit A.

Article 3. NOTICE OF COMMENCEMENT OF WORK / RAILROAD REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Railroad, by calling the Response Management Communication Center at (888) 877-7267 before commencing any work. In all other situations, the Licensee shall notify the Railroad at least ten (10) days (or such other time as the Railroad may allow) in advance of the commencement of any work upon property of the Railroad in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Wireline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial and any subsequent work with the

following employee of Railroad or his or her duly authorized representative (hereinafter "Railroad Representative" or "Railroad Representative"):

Railpros Flagging
up.info@railpros.com
877-315-0513 x 116

Jose A. Rubio
Work Phone: (626)935-7681
Cell Phone: (562)318-4153
Email address: jarubio@up.com

Article 4. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of October 22, 2019.

Article 5. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

Article 6. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Supplemental Agreement, the Licensee shall pay to the Licensor an administrative handling charge of **One Thousand DOLLARS (\$1,000.00)**.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

UNION PACIFIC RAILROAD COMPANY

CITY OF INDUSTRY

By: _____
Valerie Harrill
Mgr II Real Estate Contracts

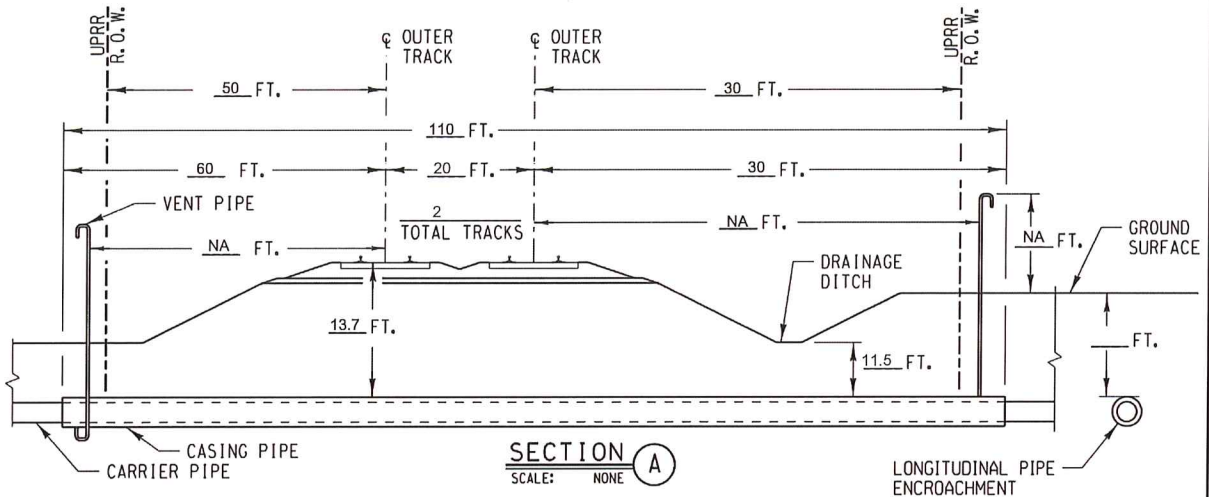
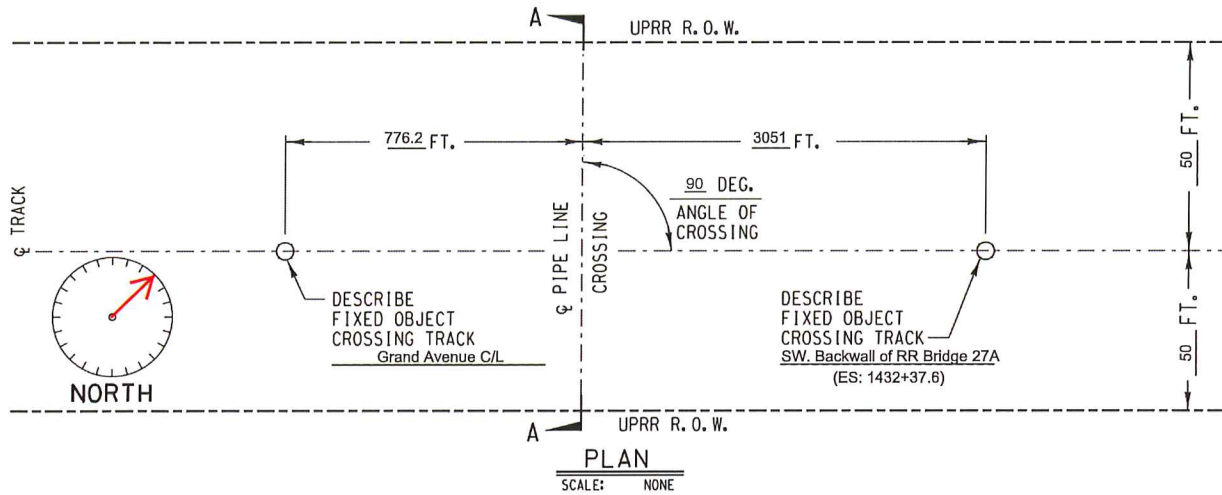
By: _____

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL D.I.P.. IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED SEWER
 OPERATIONAL PRESSURE 0.0 PSI. MAOP 0.0 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.625. DIAMETER 12 IN.
 CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 110 FT.
 WALL THICKNESS 0.3125 IN. DIAMETER 24.0 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 30 AND 50.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Los Angeles Sub.	
TRACK TYPE: MAINLINE TRACK	
M.P.: 26.55	LAT.: 34.024515965908
E.S.M.: 1401+86.6 ±	LONG.: -117.827913165
NEAREST CITY:	COUNTY: STATE:
CITY OF INDUSTRY	LOS ANGELES CA
APPLICANT: CITY OF INDUSTRY	
FILE NO.: 0300380	DATE: 10/21/2019

EXHIBIT B

Pipeline Crossing Agreement dated March 2, 2017

[Attached]

Pipeline Crossing 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 03003-80

PIPELINE CROSSING AGREEMENT

Mile Post: 26.55, Los Angeles Subdivision/Branch
Location: City Of Industry, Los Angeles County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of March 2, 2017, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF INDUSTRY**, a California municipality to be addressed at 15625 Stafford Street, Suite 100 Industry, California 91744 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate, modify, remove or reconstruct

one twelve inch (12”) D.I.P. carrier, twenty-four inch (24”) steel casing, pipeline for transporting and conveying sewer only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated October 31, 2016 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sewer, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twenty Thousand One Hundred Dollars (\$20,100.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF INDUSTRY

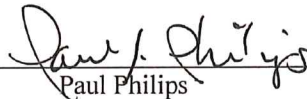
By: _____



Kylan Crawford

Senior Manager Real Estate - Contracts
Union Pacific Railroad Company

By: _____



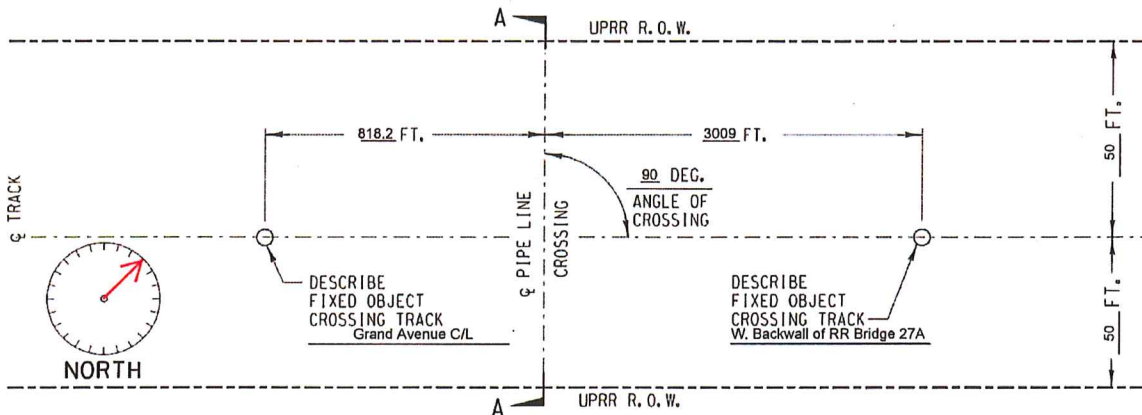
Paul Philips

Title: _____

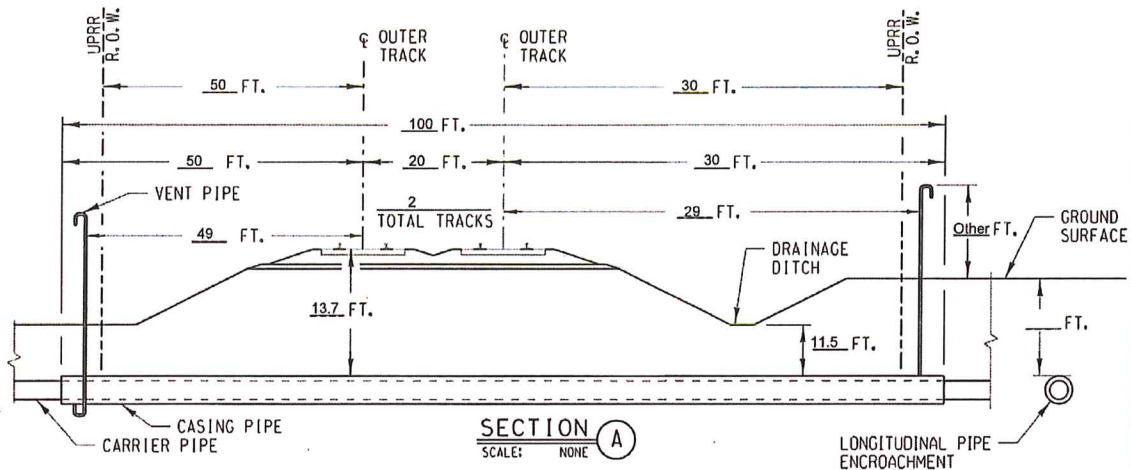
City Manager

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION A
SCALE: NONE

- NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
 D) CARRIER MATERIAL D.I.P.. IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED SEWER
 OPERATIONAL PRESSURE 0.0 PSI. MAOP 0.0 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.625. DIAMETER 12 IN.
 CATHODIC/COATING PROTECTION YES
 E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 100 FT.
 WALL THICKNESS 0.3125 IN. DIAMETER 24.0 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 30 AND 50.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Los Angeles Sub.	
TRACK TYPE: MAINLINE TRACK	
M.P.: 26.55	LAT.: 34.024515965908
E.S.M.: 1402+28.6 ±	LONG.: -117.827913165
NEAREST CITY:	COUNTY: STATE:
CITY OF INDUSTRY	LOS ANGELES CA
APPLICANT: CITY OF INDUSTRY	
FILE NO.: 0300380	DATE: 10/31/2016

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

SILVIO MOLINA
MGR TRACK MNTCE
11406 S Los Nietos Rd
Santa Fe Sprgs, CA 90670
Work Phone: 909-685-2469
Cell Phone: 402-618-3923
Email: semolina@up.com

JOSE A. RUBIO
MGR SIGNAL MNTCE
11406 LOS NIETOS RD
Santa Fe Springs, CA 90670
Work Phone: 626-935-7681
Cell Phone: 562-318-4153
Email: jarubio@up.com

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Except in cases of an emergency, Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person,

equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee, at cost, for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify

Licensors if it determines that any of Licensors' safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensors of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensors, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensors, Licensee shall deliver to Licensors a copy of its safety plan for conducting the work (the "Safety Plan"). Licensors shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensors in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensors in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensors' property, as the Licensors may designate, whenever, in the furtherance of its needs and requirements, the Licensors, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensors in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensors shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensors and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON**

LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies, and their officers, agents and employees, using the Licensor's property at the location set forth in Exhibit A. "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY**

LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

CITY COUNCIL

ITEM NO. 5.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Director of Public Works/City Engineer *JN*
Gerardo Perez, Project Manager, CNC Engineering *GP*

DATE: November 14, 2019

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

Background:

On October 12, 2017, the City Council awarded Contract No. 2017-1004, for Design-Build Services for an Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) including the Industry Business Council's building, located at 15651 Stafford Street, in the amount of \$361,930.00, to MasTek, Inc. This project consisted of preliminary engineering, a detailed design package including plans and specifications, procurement and installation of an emergency standby power generator, automatic transfer switches, and associated equipment and cabling.

Discussion:

After the project was awarded, the Contractor incurred costs which were not originally anticipated in the scope of work and contract.

On July 26, 2018, the City Council approved the following change order in the amount of **\$82,301.50**:

- **Change Order No. 1:** Costs in the amount of \$82,301.50 were approved for installation of automatic transfer switches in the generator enclosure, including conduits and additional cabling.

On January 24, 2019, the City Council approved the following change orders in the amount of \$26,188.26;

- **Change Order No. 2:** – Costs in the amount of \$12,688.26 for placing and compacting crushed aggregate base in the trench instead of slurry, use of City of

Industry Disposal, repairs to a street light conduit which was mismarked, and reimbursement for SCAQMD and Building and Safety fees.

- **Change Order No. 3:** – Cost in the amount of \$13,500.00 for performing an Arc Flash report, including installation of labeling.

On October 24, 2019, the City Council approved the following change orders in the total amount of **\$79,660.00**;

- **Change Order No. 4:** – Costs in the amount of \$31,200.00 for installation of two neutral cables for each automatic transfer switch for not included in Change Order No. 1.
- **Change Order No. 5:** – Costs in the amount of \$21,560.00 to install a pull box and conduit on each side of electrical panel at City hall due to not being able to install the conduit and cable from the top.
- **Change Order No. 6:** – Costs in the amount of \$10,060.00 to core through the wall at the IMC building and install a junction box to run the conduit and cable and make the electrical connections outside the electrical room due to lack of space.
- **Change Order No. 7:** – Costs in the amount of \$8,800.00 to repair and replace corroded parts inside the existing service panel at City Hall.
- **Change Order No. 8:** – Costs in the amount of \$1,300.00 to startup the generator and test it and train City personnel on a weekend instead of a work day to avoid disruption to City Hall.
- **Change Order No. 9:** – Costs in the amount of \$6,740.00 to install the safety switch outside the electrical room at the IMC building due to lack of wall space.

As of September 30, 2019 the City Engineer, CNC Engineering and IPUC Staff have determined that all work has been completed in accordance with the contract documents. The emergency generator is now in operation.

Fiscal Impact:

Table 1 - Summary of Extra Costs

Contract Amount	\$361,930.00
Change Orders Nos. 1 through 9	\$188,149.76
Revised Project Cost	\$550,079.76

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (MasTek, Inc.)	\$361,930.00
Contingency Allowance	\$36,193.00
Appropriation approved on July 26, 2018	\$43,708.50
Appropriation approved on January 24, 2019	\$28,588.26
Appropriation approved on October 24, 2019	\$79,660.00
Total Original Project Budget	\$550,079.76

The revised contract amount including Change Order Nos. 1-9 totals \$550,079.76. The City Council appropriated additional funds as follows: On July 26, 2018 appropriated \$43,708.50, on January 24, 2019 appropriated \$28,588.26 and on October 24, 2019 appropriated \$79,660.00. The total amount of appropriations is \$151,956.76 and has been appropriated from the 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Construction Costs (Account No. 120.718.5205).

Recommendations:

- 1.) Accept the work by MasTek, Inc. in the amount of \$550,079.76
- 2.) Authorize the City Engineer or his designee to execute the Notice of Completion
- 3.) Authorize the City Clerk to file a Notice of Completion for the project

Exhibit:

- A. Notice of Completion dated November 14, 2019
-

TH/JN/GP

EXHIBIT A

Notice of Completion dated November 14, 2019

[Attached]



CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
 - City of Industry Waterworks System
 - Industry Urban-Development Agency
 - Parking Authority
- 15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project: Emergency Standby Power Generator

Date: November 14, 2019

Contract No.:

CIP-CC-18-003-B

Contractor: MasTek, Inc.

As a result of an inspection conducted on **09/30/2019** the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by

Contractor

<i>MARTIN SOTO</i>	<i>[Signature]</i>	<i>PM</i>	<i>10/23/19</i>
Printed Name	Signature	Title	Date

Recommended by
Project Manager

<i>[Signature]</i>			
Gerardo Perez		Sr. Construction Manager	10.29.19
Printed Name	Signature	Title	Date

Recommend by
Public Agency

Joshua Nelson		City Engineer	
Printed Name	Signature	Title	Date

Approved by
Public Agency

Troy Helling		City Manager	
Printed Name	Signature	Title	Date

RECORDING REQUEST

and WHEN RECORDED, MAIL TO:

Agency CITY OF INDUSTRY

Mailing 15625 East Stafford Street
Address Attention: Joshua Nelson
City City of Industry
State, Zip California 91744

THIS SPACE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is given that work was completed on that certain work known as Project No. **CIP-CC-18-003-B, Emergency Standby Power Generator, City of Industry, CA 91744, County of Los Angeles**, for the undersigned agency and said work was accepted as complete on November 14, 2019. The contractor on said job was **MasTek, Inc. 5701 S. Eastern, Suite 145, Commerce, CA 90040**.

This Notice of Completion is being recorded on behalf of the **Owner, CITY OF INDUSTRY**, a Public Agency.

City of Industry

By Joshua Nelson, City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2019, by Joshua Nelson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Notary Signature)

(Seal)

CITY COUNCIL
NOVEMBER 14, 2019

ITEM NO. 6.1

HANDOUT ITEM
(To be Distributed Prior to Meeting)

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Sam Pedroza, Public Affairs Manager *SP*

DATE: November 14, 2019

SUBJECT: Consideration of Resolution No. CC 2019-56 approving a donation to the Los Angeles County Sheriff's Department's Success Through Awareness and Resistance Program in the amount of \$6,454.56

Background:

The Los Angeles County Sheriff's Department provides lessons about the dangers of drugs, gangs, and violence to children in the surrounding community through the Success Through Awareness and Resistance ("STAR") Program. The STAR program empowers young students to make good choices and stand up to peer pressure with prevention techniques that include role-playing, small group activities, and class discussions.

Discussion:

The Los Angeles County Sheriff's Department contacted the City for a donation to sponsor the Program for three local schools located in the City of La Puente: Saint Joseph, Saint Martha's and Saint Louis of France. For a donation of \$6,454.56, deputies will teach the STAR curriculum "Too Good For Drugs" through eight lessons that focus on life skills, drug education, and bully and internet safety. The City's donation serves a public purpose by contributing to an organization that supports local youth services.

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, \$367,000 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

- 1.) Staff recommends that the City Council adopt Resolution No. CC 2019-56 for a donation of \$6,454.56 to the STAR Program

Exhibit:

- A. Resolution No. CC 2019-56

TH/SP:yp

EXHIBIT A

Resolution No. CC 2019-56

[Attached]

RESOLUTION NO. CC 2019-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT SUCCESS THROUGH AWARENESS AND RESISTANCE PROGRAM IN THE AMOUNT OF SIX THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS AND FIFTY-SIX CENTS (\$6,454.56)

RECITALS

WHEREAS, the Los Angeles County Sheriff's Department provides lessons about the dangers of drugs, gangs, and violence to children in the surrounding community through the Success Through Awareness and Resistance ("STAR") Program; and

WHEREAS, the STAR Program empowers young students to make good choices and stand up to peer pressure with prevention techniques that include role-playing, small group activities, and class discussions; and

WHEREAS, the Los Angeles County Sheriff's Department contacted the City requesting a donation to sponsor the Program for three local schools: Saint Joseph, Saint Martha's and Saint Louis of France. For a donation of \$6,454.56, deputies will teach the STAR curriculum "Too Good For Drugs" through eight lessons that focus on life skills, drug education, and bully and internet safety; and

WHEREAS, the City's donation serves a public purpose in that the proceeds will support the local youth in the community; and

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

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

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

SECTION 2. The City's donation serves a public purpose in that the proceeds will assist in funding the STAR Program for the local youth in the community. The Program supports youth in the community by empowering them to make good choices and stand up to peer pressure with prevention techniques that include role-playing, small group activities, and class discussions. These activities assist youth in making positive choices, and achieving personal and academic goals.

SECTION 3. The City Council hereby approves the donation of Six Thousand Four Hundred Fifty-Four Dollars and Fifty-Six Cents (\$6,454.56) to the Los Angeles

County Sheriff's Department for the Success Through Awareness and Resistance Program.

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. 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 November 14, 2019, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: James M. Casso, City Attorney

Date: October 10, 2019

SUBJECT: Consideration of Settlement Agreement and Mutual Release of All Claims with Burke Williams & Sorensen, LLP

Background/Discussion:

In October 2016, the City filed a lawsuit against Burke Williams & Sorensen (“BWS”) in Los Angeles Superior Court alleging various causes of action related to BWS’s legal representation and advice in connection with a personnel matter and lawsuit against a former City contractor.

After conducting discovery over the past three years, on September 25, 2019, the parties attended a mediation and agreed to settle all claims and mutually release each other. As a part of the settlement, BWS will pay the City \$800,000.00. The City will dismiss its lawsuit against BWS with prejudice.

Fiscal Impact:

The City will receive \$800,000.00 from BWS.

Recommendation:

Staff recommends that the City Council approve the Settlement Agreement and Mutual Release and authorize the City Manager, City Attorney, and special counsel Michael Cooper to take any necessary steps to effectuate settlement of the lawsuit.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims (the “Agreement”) is entered into by and between the following parties:

1. City of Industry.
2. Burke Williams & Sorensen LLP.

Certain disputes, set forth with more particularity below, have arisen between the parties. The parties wish to fully and finally settle their differences with regard to these disputes on the basis set forth below.

1. DEFINITIONS

The following terms shall mean and include the following:

- A. “COI”: City of Industry.
- B. “BWS”: Burke Williams & Sorensen LLP.
- C. “The Parties”: COI and BWS.
- D. “Effective Date of this Agreement”: The last date upon which all of the Parties have signed this Agreement.
- E. “The Action”: *City of Industry v. Burke Williams & Sorensen LLP*, Los Angeles Superior Court Case No. KC068777.
- F. “The Underlying Matters”: The legal representation and advice provided by BWS to COI in connection with the Scrivens Claims as described in Paragraphs 12 to 26 of the Complaint in the Action (“Scrivens Claims”) and the Zerep Action as described in Paragraphs 27 to 41 of the Complaint in the Action (“Zerep Action”), including, but not limited to, any involvement of BWS in the procural and/or public dissemination of the written report dated April 6, 2015 prepared by KPMG LLP (“KPMG Report”). These matters include but are not limited to the facts and claims giving rise to The Action.

G. "Claims": Any and all claims, demands, liens (both general and charging), agreements, contracts, covenants, promises, suits, any and all manner of action or actions, cause or causes of action, choses in action, obligations, controversies, debts, costs, expenses, attorneys' fees, damages, judgments, orders, appeals, petitions and liabilities of whatever kind or nature at law, equity, or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden, which have existed or may have existed, or which do exist or hereinafter can, shall or may exist, resulting from, arising out of, in connection with, or in any way related to, any event, conduct, or occurrence from the beginning of time until the latest date of execution hereof, that relate to or arise from The Underlying Matters, including but not limited to any and all Claims asserted or which could have been asserted in The Action. The term "Claims" as herein defined shall include all such Claims as are referred to in California Civil Code Section 1542 or any other comparable provisions or principles of state or federal law or common law.

Section 1542 of the California Civil Code provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

2. BACKGROUND

A. COI has asserted Claims against BWS for, among other things, professional negligence, breach of fiduciary duty and breach of contract in The Action. BWS denies any and all potential liability to COI based on the Claims described herein or otherwise.

B. Except as otherwise provided in this Agreement and except for obligations created by this Agreement, COI and BWS now wish to settle all Claims referenced in paragraphs 1.G and 2.A of this Agreement.

3. RELEASE, COVENANTS AND CONDITIONS

A. General Releases

(1) Except for obligations created by this Agreement, COI fully and forever releases and discharges BWS and its respective past, present and future partners, shareholders and employees and their respective principals, agents, heirs, representatives, predecessors, successors, employees, insurers, and attorneys from any and all Claims, known or unknown, suspected or unsuspected. Without limiting the generality of the foregoing, the Claims released pursuant to this Paragraph 3.A(1) include, but are not limited to any and all Claims which were, or might have been, or could have been, alleged in connection with the Underlying Matters or The Action.

(2) Except for obligations created by this Agreement, BWS fully and forever releases and discharges COI and its respective past, present and future City Council members, officers, employees and their respective principals, agents, heirs, representatives, predecessors, successors, employees, insurers, and attorneys from any and all Claims, known or unknown, suspected or unsuspected. Without limiting the generality of the foregoing, the Claims released pursuant to this Paragraph 3.A(1) include, but are not limited to any and all Claims which were, or might have been, or could have been, alleged in connection with the Underlying Matters or The Action.

(3) Upon receipt by COI of payment in full of consideration in the amount of \$800,000 (Eight Hundred Thousand Dollars and No Cents), in accordance with the terms of Paragraph 3.C. of this Agreement, this Agreement shall be effective as a full and final accord and satisfaction, and settlement of, and shall act as a bar to, each and every Claim released under the terms of Paragraph 3.A. of this Agreement. The Parties each acknowledge that they or their attorneys might hereafter discover facts different from or in addition to the facts that they or their

attorneys now know or believe to be true with respect to the subject matter of this Agreement, but that it is their joint intention that the general releases herein given shall be and remain in full force and effect, notwithstanding the discovery of any such different or additional facts. The Parties are familiar with, and knowingly and voluntarily waive, the provisions of Section 1542 of the California Civil Code as quoted in Paragraph 1.G above in the definition of "Claims" and of any other comparable provisions or principles of state or federal law or the common law with respect to the releases of the Claims enumerated in Paragraphs 3.A.(1) and 3.A.(2) above, and acknowledge and agree that this waiver (including the definition of "Claims") is an essential and material term of this Agreement, and that without such waiver this Agreement would not have been entered into. The Parties understand and acknowledge the significance and consequence of the release of the Claims subject to this Agreement and the specific waiver of Section 1542 of the California Civil Code and all other comparable provisions or principles of state or federal law or the common law with respect to the Claims released herein.

B. Representation and Warranty Relating to Releases

The Parties represent and warrant that they have all right, title, and interest in, and that they have neither conveyed, transferred, assigned, or hypothecated, nor purported to convey, transfer, assign or hypothecate, either voluntarily or by operation of law, any of the Claims released pursuant to this Agreement. The Parties further represent and warrant that no other person or entity has been subrogated to any of the Claims released pursuant to this Agreement. Each releasing Party will defend, indemnify, and hold harmless each released Party against any Claims arising out of, or in connection with, any such actual or purported conveyance, transfer, assignment, or subrogation, including reasonable attorneys' fees, expenses, and costs of suit.

C. Consideration

Within thirty (30) calendar days of the Effective Date of this Agreement, the sum

of \$800,000 (Eight Hundred Thousand Dollars and No Cents) BWS will cause to be paid to COI by check payable to "City of Industry."

D. Request for Dismissal

Within five (5) calendar days of the formal approval by the COI City Council of this Agreement, counsel for COI will provide counsel for BWS with an executed Request for Dismissal with prejudice of COI's Complaint in The Action. Counsel for BWS shall file the Request for Dismissal within five (5) calendar days of the payment described in Paragraph 3.C. and provide a conformed copy of the Request for Dismissal to counsel for COI within five (5) working days of its receipt from the court.

4. OTHER PROVISIONS

A. All the terms and provisions contained herein shall inure to the benefit of and shall be binding upon The Parties and their respective heirs, legal representatives, successors, and assigns.

B. Except as otherwise provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entity other than The Parties and released persons, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third person any right or subrogation or action over or against any Party to this Agreement.

C. Nothing in this Agreement is intended to be, or shall be construed as, an admission by any Party or a finding of any liability, fault, or wrongdoing, nor an admission of, or finding with respect to, any disputed fact or legal contention. This Agreement effectuates a resolution of contested Claims and, by entering into this Agreement, The Parties are motivated solely by the desire to avoid protracted and expensive litigation.

D. This Agreement shall be interpreted according to, and governed by, the law of the State of California and shall be enforceable under California Code of Civil Procedure §664.6. If any of the Parties fail to comply with the terms of this Agreement, the party seeking compliance may file a noticed motion to enforce the terms of the Agreement and disclose this Agreement to the court for purposes of its enforcement. In the event any Party hereto brings a claim arising from or relating to this Agreement, the “prevailing party” shall be entitled to recover all its reasonable attorneys’ fees and costs incurred as a result of such a claim as costs of suit or as damages.

E. Except as set forth in Paragraph 4.D. above, none of The Parties hereto shall be obligated or required to bear any costs, attorneys’ fees, or expenses incurred by any other Party. Each Party shall bear all of its own costs, attorneys’ fees, and expenses in connection with the Action, including, but not limited to, attorneys’ fees, consultant and expert fees, court costs, mediation and arbitration fees and costs, and any and all other expenses incurred or to be incurred by that Party in connection with the Action and/or in the course of negotiating and preparing this Agreement.

F. This Agreement may be executed in counterparts, but shall be construed as if signed in one document. Facsimile and email signatures shall be effective as original signatures.

G. The Parties will execute and deliver such further papers, documents and other assurances as shall be necessary in order to fulfill the terms and conditions of this Agreement.

H. The Parties each represent and warrant that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement, and that they have been represented by their own independent counsel. The

Parties represent and warrant that they each have carefully read and understand the terms and conditions of this Agreement, and that they have not relied upon any representations or advice of any other Party or any attorney not their own. The Parties represent and warrant that they enter into this Agreement voluntarily and with the approval and advice of their counsel. This Agreement and the terms and conditions hereof were determined in arms-length negotiations by, between, and among The Parties and represent a final, mutually agreeable compromise.

I. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail; but any provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

J. This Agreement shall not be construed in favor of or against any of The Parties. Each Party has cooperated only in the drafting and preparation of this Agreement. This Agreement shall not be deemed to be prepared or drafted by one Party or another for purposes of California Civil Code Section 1654, or any other statute or rule of construction that ambiguities are to be resolved against the drafting party.

K. No inducements other than those stated in this Agreement have been made to any of The Parties by any other Party. This instrument contains the entire, complete and final settlement agreement between The Parties. There are no other agreements, written or oral, express or implied, between The Parties concerning the subject matter of this instrument which are not incorporated herein.

L. Each of The Parties and signatories to this Agreement represents and warrants that he, she or it has the full right, power, legal capacity, and authority to enter into and perform The Parties' respective obligations hereunder and that such obligations shall be binding

upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

M. Time is of the essence of this Agreement, and in all the terms, provisions, covenants and conditions hereof.

N. This Agreement may not be revoked, amended, modified, or altered except through a written agreement executed by The Parties.

O. This Agreement revokes, rescinds and supersedes any and all prior settlement agreements, drafts and/or negotiations between The Parties.

P. No waiver by any Party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Q. If any provisions of this Agreement shall for any reason or to any extent, be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of The Parties.

R. Non-Disparagement

(1) BWS acknowledges that this Agreement and its settlement terms and amount shall be disclosed by COI in an open and public meeting in compliance with the Brown Act embodied in California Government Code §54950 et seq., including the submission of a staff report accompanying this Agreement for the City Council's consideration, the placement on a future City Council agenda, and the placement of this Agreement on the COI's website in accordance with the Brown Act. The Parties and their counsel agree that other than as so required by law, neither they, nor their agents, representatives nor employees, will make any public or private statements disparaging any other party to this Agreement in connection with the subject matter of the Agreement, The Action or the Underlying Matters. The Parties and their

counsel further agree that neither they nor their agents, representatives, or employees will disclose the terms, conditions, nature or substance of this Agreement, or any negotiations leading thereto (the "Confidential Matters") to any other person or entity except as required by law, including the California Public Records Act (Gov. Code § 6250, et seq.), or in response to an inquiry of any governmental agency, or in response to an inquiry under the California Public Records Act, or as required by court order, or to any professional disciplinary body or agency, or in any professional disciplinary proceeding, or in connection with any action for the enforcement of this Agreement. The Parties may disclose the Confidential Matters for financial reporting requirements or to their current or future attorneys, accountants, tax advisers, insurers, auditors, bankers, financial advisors, trustees and beneficiaries, provided that the person to whom the Confidential Matters are disclosed agrees to abide by the terms of Paragraph 4.R of this Agreement. If any Party hereto, their counsel, or their respective agents, representatives, or employees receive any inquiries about this Agreement, requiring a verbal response, they will reply by stating only, in words or substance: "The parties have resolved the matter to their mutual satisfaction."

(2) For purposes of this Paragraph 4.R., the term "counsel" shall mean each individual attorney of record, that attorney's law firm (and all partners, principals, shareholders, employees, agents, paralegals, and employees thereof) and all independent contractors working for the law firm (including but not limited to, field representatives, investigators, paralegals, and agents).

S. Except as otherwise expressly provided in this Agreement and unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing addressed to the Party to whom such notice, demand, or other communication is to be given at

the address set forth herein and shall be validly given or made to another Party if served personally or sent via overnight mail with signature of recipient required. If such notice, demand, or other communication is served personally, service shall be conclusively deemed made at the time of such personal service; if such notice, demand, or other communication is given by overnight mail, service shall be conclusively deemed made upon confirmation of delivery by the carrier. Any Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Parties hereto:

(1) Notices to COI shall be addressed as follows: Michael Cooper, Esq., Carlson, Calladine & Peterson LLP, 353 Sacramento Street, 16th Floor, San Francisco, CA 94111.

(2) Notices to BWS shall be addressed as follows: George M. Lindahl, Esq., Lindahl Beck LLP, 601 South Figueroa Street, Suite 3540, Los Angeles, CA 90017.

T. In this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the text so requires.

U. Warranty of Authority

The Parties represent and warrant that they are duly and fully authorized to execute this Agreement and that no other approvals are required to be obtained from any persons or entities.

V. Persons Signing in Representative Capacity

Each person executing this Agreement in a representative capacity warrants that he or she is fully authorized and empowered to do so.

W. Headings

The headings used within this Agreement are for structural convenience and do not carry substantive significance.

X. Agreement Not To Be Introduced Into Evidence

The Parties acknowledge, warrant and agree that this Agreement shall not be filed with any court and that neither this Agreement, nor the contents thereof, shall be given as nor received into evidence in any proceeding other than to enforce this settlement or except if the Agreement or its terms become a subject of litigation or as required by law.

Dated: _____, 2019

City of Industry

By: _____

Name: Cory Moss

Its: Mayor

Dated: _____, 2019

Burke Williams & Sorensen LLP

By: _____

Name: John J. Welsh

Its: Managing Partner

Approved as to form:

Dated: _____, 2019

Michael Cooper, Esq.
Carlson, Calladine & Peterson LLP
Attorneys for City of Industry

Dated: _____, 2019

George M. Lindahl, Esq.
Lindahl Beck LLP
Attorneys for Burke Williams & Sorensen LLP

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: November 14, 2019

SUBJECT: Consideration of Amendment No. 1 to the 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

Background:

On February 28, 2019, the City Council approved a License Agreement ("Agreement") with Rowland Water District ("Rowland Water") for 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"), was using the property as a staging area for a mainline replacement project on Valley Boulevard from around Azusa Way to about 1,000 feet east of Alderton Avenue. That project has been completed.

Discussion:

Rasic is also Rowland Water's contractor for the Fullerton Grade Separation Project ("FGSP") and has found the Property's location and size to be ideal for its FGSP construction needs. Rowland Water is requesting the City extend the term of the agreement through December 31, 2021, to coincide with FGSP's expected construction phase. The Property will continue to be used 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. Rasic will remain active in preventing any environmental contamination, continuing maintenance on the property and remove the perimeter fencing after work is complete.

Fiscal Impact:

In the past the City has not charged a fee for License Agreements that are associated with Alameda Corridor-East Construction Authority ("ACE") projects. The FGSP is part

of ACE so the proposed Amend No. 1 will decrease the monthly payment from \$150 to \$0.

Recommendation:

- 1.) City staff recommends that City Council approve Amendment No. 1 to the License Agreement with Rowland Water District, dated November 14, 2019.

Exhibit:

- A. Amendment No. 1 to the License Agreement with Rowland Water District dated November 14, 2019

TH/BH:yp

EXHIBIT A

Amendment No. 1 to the License Agreement with Rowland Water District, dated
November 14, 2019

[Attached]

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

This Amendment No. 1 to the License Agreement (“Agreement”), is made and entered into this 14th day of November 2019, by and between the City of Industry, a California public body, corporate, and politic (“Licensor/City”) and Rowland Water District, a government agency (“Licensee”). Licensor and Licensee are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about February 28, 2019, the Agreement was entered into and executed between the Licensor and Licensee to allow Licensee to use a portion of City owned property located at the northeast corner of Anaheim-Puente Road and Arenth Avenue, Assessor’s Parcel Number: 8264-026-902 (“Premises”); and

WHEREAS, pursuant to the terms of the Agreement, the License terminated on September 30, 2019, however the Licensee desires to continue utilizing the Premises for the duration of the Fullerton Grade Separation Project, and has requested an extension; and

WHEREAS, due to the work being associated with the Fullerton Grade Separation Project, and its benefit to the City, and the surrounding communities, the City will waive the monthly fee of \$150.00 for the duration of the term; and

WHEREAS, staff recommends that term of the Agreement be extended to December 31, 2021; and

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

AMENDMENT

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

Section 2. Payment

Section 2 is hereby amended to read in its entirety as follows:

Given the public benefit of the work being performed by Licensee, to both the City and the surrounding communities, there is no charge to Licensee for its use of the Premises during the term of the Agreement.

Section 10. Term, Termination and Remedies.

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

The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on December 31, 2021.

Section 14. Notices

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

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

“LICENSOR”
CITY OF INDUSTRY

“LICENSEE”
ROWLAND WATER DISTRICT

By: _____
Troy Helling, City Manager

By: _____
Tom Coleman, General Manager

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney