

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

June 11, 2020
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:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically, and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 853 199 51#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, June 10, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***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.
 - ***Public Comments (Non-Agenda Items Only):*** 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.

Agendas and other writings:

- ***In compliance with Government Code Section 54957.5(b), 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 of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211***

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. Presentation – Tim Seal, Co-Chair of the Gabriel Foundation, speaking on behalf of the Industry Hills Charity Pro Rodeo.
6. **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.

6.1 Consideration of the Register of Demands for June 11, 2020

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

6.2 Consideration of a Participant Agreement with the County of Los Angeles and participating entities for the Los Angeles Region – Imagery Acquisition Consortium 6 Project in the amount of \$34,138

RECOMMENDED ACTION: Approve the Agreement.

7. **ACTION ITEMS**

7.1 CONSIDERATION OF RESOLUTION NO. CC 2020-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING AND ESTABLISHING THE FISCAL YEAR 2020-2021 APPROPRIATIONS LIMITATION AND SELECTING THE GROWTH IN CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-13.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JUNE 11, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,909,670.91
103	PROP A FUND	12,811.77
120	CAPITAL IMPROVEMENT FUND	570,458.40
140	CITY DEBT SERVICE	7,500.00
440	INDUSTRY PUBLIC FACILITY AUTHORITY	2,600.00
TOTAL ALL FUNDS		3,503,041.08

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	1,105,718.88
PROP/A	PROP A - CKING ACCOUNT	12,811.77
REF	REFUSE - CKING ACCOUNT	4,871.00
WFBK	WELLS FARGO - CKING ACCOUNT	2,379,639.43
TOTAL ALL BANKS		3,503,041.08

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1159	05/18/2020		CAL-PERS	\$58,182.80
	Invoice	Date	Description	Amount
	JUNE 2020	05/18/2020	CALPERS MEDICAL PREMIUM FOR JUNE 2020	\$58,182.80
WT1160	05/21/2020		MIDAMERICA ADMINISTRATIVE &	\$32,207.06
	Invoice	Date	Description	Amount
	JUN/JUL2020	05/21/2020	MEDICAL PREMIUM REIMBURSEMENTS	\$32,207.06
WT1161	05/27/2020		JOHN HANCOCK USA	\$15,329.02
	Invoice	Date	Description	Amount
	3/7-5/15/20	05/27/2020	PARS CONTRIBUTIONS FOR MAR-MAY 2020	\$15,329.02
24455	05/26/2020		CITY OF INDUSTRY	\$1,000,000.00
	Invoice	Date	Description	Amount
	5/26/20	05/26/2020	TRANSFER FUNDS-CITY REGISTER 5/28/20	\$1,000,000.00

Checks	Status	Count	Transaction Amount
	Total	4	\$1,105,718.88

CITY OF INDUSTRY

PROP A

June 11, 2020

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90184	05/28/2020		SO CALIFORNIA EDISON COMPANY	\$134.33
	Invoice	Date	Description	Amount
	2020-00001932	05/22/2020	4/21-5/21/20 SVC-600 S BREA CYN B	\$134.33
90185	06/11/2020		CNC ENGINEERING	\$8,830.00
	Invoice	Date	Description	Amount
	500879	05/28/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$2,525.00
	500880	05/28/2020	METROLINK STATION-COMMUTER RAIL STN	\$50.00
	500881	05/28/2020	FULLERTON RD GRADE SEPARATION	\$5,915.00
	500882	05/28/2020	FAIRWAY DR GRADE SEPARATION	\$340.00
90186	06/11/2020		INDUSTRY SECURITY SERVICES	\$3,747.04
	Invoice	Date	Description	Amount
	14-24672	05/29/2020	SECURITY SVC-METROLINK	\$1,669.60
	14-24660	05/22/2020	SECURITY SVC-METROLINK	\$2,077.44
90187	06/11/2020		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	439435	05/19/2020	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	4	\$12,811.77

**CITY OF INDUSTRY
WELLS FARGO REFUSE
June 11, 2020**

Check	Date	Payee Name		Check Amount
REFUSE - Refuse Account				
80149	06/11/2020	WASTE MANAGEMENT		\$4,871.00
	Invoice	Date	Description	Amount
	5/28/2020	05/28/2020	REFUND CID #075943-DOUBLE PAID INV FOR SEPT	\$4,871.00

Check	Status	Count	Transaction Amount
	Total	1	\$4,871.00

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
June 11, 2020

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

73616	05/28/2020	05/28/2020	HOME DEPOT CREDIT SERVICES	(\$976.89)
	Invoice	Date	Description	Amount
	1903896	05/06/2020	MINI FRIDGE FOR EL ENCANTO-COVID19	(\$192.87)
	2904678	05/05/2020	MINI FRIDGE (4) FOR EL ENCANTO-COVID19	(\$784.02)
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73617	05/28/2020	05/28/2020	IDS GROUP, INC.	(\$127,617.80)
	Invoice	Date	Description	Amount
	19X002.11-1	04/27/2020	VOIDED-INCORECT BACKUP SITE ANALYSIS-EXPO AVALON ROOM	(\$127,617.80)

Check#	Status	Count	Transaction Amount
	Total	2	(\$128,594.69)

**CITY OF INDUSTRY
WELLS FARGO BANK**

June 11, 2020

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

Check	Date	Description	Amount
WT10023	06/11/2020	SCHLICHTING, DIANE	\$10,365.35
	Invoice	Date	Description
	6/1-6/30/20	06/02/2020	PER SETTLEMENT AGRMT DATED 8/22/18
			\$10,365.35

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

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73666	05/28/2020		FIDELITY SECURITY LIFE	\$1,322.74
	Invoice	Date	Description	Amount
	164358487	06/01/2020	VISION PREMIUM FOR JUNE 2020	\$1,322.74
73667	05/28/2020		HOME DEPOT CREDIT SERVICES	\$976.89
	Invoice	Date	Description	Amount
	1903896	05/06/2020	MINI FRIDGE FOR EL ENCANTO-COVID19	\$192.87
	2904678	05/05/2020	MINI FRIDGE (4) FOR EL ENCANTO-COVID19	\$784.02
73668	05/28/2020		HUMANA INSURANCE COMPANY	\$7,214.45
	Invoice	Date	Description	Amount
	389690675	05/13/2020	DENTAL PREMIUM FOR JUNE 2020	\$7,214.45
73669	05/28/2020		IVY-IT, INC.	\$5,075.32
	Invoice	Date	Description	Amount
	S-2020-6 PPE	05/21/2020	PURCHASE OF SHOE COVERINGS/SANITIZER FOR EL	\$5,075.32
73670	05/28/2020		MUTUAL OF OMAHA	\$6,150.42
	Invoice	Date	Description	Amount
	1088084488	06/01/2020	LIFE INSURANCE PREMIUM FOR JUNE 2020	\$6,150.42
73671	05/28/2020		STATE COMPENSATION INS. FUND	\$2,987.17
	Invoice	Date	Description	Amount
	MAY 2020	05/04/2020	WORKMANS COMP PREMIUM FOR MAY 2020	\$2,987.17
73672	05/28/2020		UNUM LIFE INSURANCE COMPANY	\$5,023.20
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	6/1-6/30/20	05/18/2020	LONG TERM CARE PREMIUM FOR JUNE 2020	\$5,023.20
73673	05/28/2020		AT & T	\$627.77
	Invoice	Date	Description	Amount
	2020-00001909	05/17/2020	5/17-6/16/20 SVC - TONNER RADIO	\$314.84
	2020-00001910	05/17/2020	5/17-6/16/20 SVC - TONNER -GUARD SHACK	\$312.93
73674	05/28/2020		FRONTIER	\$357.52
	Invoice	Date	Description	Amount
	2020-00001911	05/16/2020	5/16-6/15/20 SVC - BREA CYN PUMP STN	\$85.60
	2020-00001912	05/19/2020	5/19-6/18/20 SVC - 23400 E FORK AZUSA	\$81.35
	2020-00001913	05/16/2020	5/16-6/15/20 SVC - PH AUTO PLAZA	\$190.57
73675	05/28/2020		SAN GABRIEL VALLEY WATER CO.	\$537.70
	Invoice	Date	Description	Amount
	2020-00001914	05/18/2020	4/16-5/15/20 SVC - 336 EL ENCANTO	\$88.48
	2020-00001915	05/15/2020	4/15-5/14/20 SVC - 14329 VALLEY	\$449.22
73676	05/28/2020		SO CALIFORNIA EDISON COMPANY	\$60,678.85
	Invoice	Date	Description	Amount
	2020-00001918	05/19/2020	4/16-5/18/20 SVC - 900 NOGALES U	\$38.85
	2020-00001919	05/19/2020	4/15-5/15/20 SVC - VARIOUS SITES	\$1,277.31
	2020-00001920	05/23/2020	4/20-5/20/20 SVC - 1015 NOGALES ST	\$513.36
	2020-00001921	05/22/2020	4/21-5/21/20 SVC - 21380 VALLEY PED	\$10.95
	2020-00001922	05/22/2020	4/21-5/21/20 SVC - 580 BREA CANYON RD	\$11.63
	2020-00001923	05/19/2020	4/15-5/15/20 SVC - VARIOUS SITES	\$62.98

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00001924	05/22/2020	4/21-5/21/20 SVC - 1007 LAWSON ST TC1	\$48.76
	2020-00001925	05/21/2020	4/20-5/20/20 SVC - VARIOUS SITES	\$102.72
	2020-00001926	05/19/2020	3/17-5/15/20 SVC - VARIOUS SITES	\$1,675.99
	2020-00001927	05/19/2020	4/15-5/15/20 SVC - VARIOUS SITES	\$4,995.97
	2020-00001928	05/19/2020	4/01-5/01/20 SVC - VARIOUS SITES	\$5,098.98
	2020-00001929	05/19/2020	4/01-5/01/20 SVC - VARIOUS SITES	\$43,764.28
	2020-00001930	05/19/2020	3/17-5/15/20 SVC - VARIOUS SITES	\$3,065.33
	2020-00001931	05/22/2020	4/21-5/21/20 SVC - 575 BREA CANYON RD	\$11.74
73677	05/28/2020		SOCALGAS	\$29.70
	Invoice	Date	Description	Amount
	2020-00001916	05/15/2020	4/14-5/13/20 SVC - 610 S BREA CANYON RD	\$14.30
	2020-00001917	05/21/2020	4/20-5/16/20 SVC - 13756 VALLEY BLVD	\$15.40
73678	06/03/2020		INDUSTRY PUBLIC UTILITIES	\$369.91
	Invoice	Date	Description	Amount
	2020-00001956	06/01/2020	3/19-5/19/20 SVC - VALLEY & 7TH (IRR)	\$369.91
73679	06/03/2020		ROWLAND WATER DISTRICT	\$321.21
	Invoice	Date	Description	Amount
	2020-00001957	05/27/2020	4/13-5/13/20 SVC - 755 NOGALES AT-RC	\$253.67
	2020-00001958	05/27/2020	4/13-5/13/20 SVC - AZUSA AVE - RC	\$67.54
73680	06/03/2020		SAN GABRIEL VALLEY WATER CO.	\$214.83
	Invoice	Date	Description	Amount
	2020-00001960	05/28/2020	4/27-5/27/20 SVC - SALT LAKE/SEVENTH AVE-IRR	\$214.83

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73681	06/03/2020		SO CALIFORNIA EDISON COMPANY	\$3,996.31
	Invoice	Date	Description	Amount
	2020-00001963	05/27/2020	4/23-5/26/20 SVC - VARIOUS SITES	\$504.96
	2020-00001964	05/29/2020	4/27-5/28/20 SVC - 15660 STAFFORD ST	\$2,377.14
	2020-00001965	05/28/2020	4/23-5/26/20 SVC - VARIOUS SITES	\$537.35
	2020-00001966	05/29/2020	4/27-5/28/20 SVC - 137 N, HUDSON	\$494.52
	2020-00001967	05/29/2020	4/27-5/28/20 SVC - 205 N HUDSON AVE	\$82.34
73682	06/03/2020		SOCALGAS	\$66.15
	Invoice	Date	Description	Amount
	2020-00001959	05/22/2020	4/21-5/20/20 SVC - 15415 DON JULIAN RD	\$66.15
73683	06/03/2020		SUBURBAN WATER SYSTEMS	\$528.63
	Invoice	Date	Description	Amount
	2020-00001961	05/26/2020	4/24-5/26/20 SVC - 205 HUDSON	\$70.07
	2020-00001962	05/27/2020	4/25-5/27/20 SVC - AZUSA & GEMINI	\$458.56
73684	06/03/2020		VERIZON WIRELESS - LA	\$2,109.24
	Invoice	Date	Description	Amount
	985544615	05/26/2020	4/27-5/26/20 SVC - VARIOUS WIRELESS SVC	\$2,109.24
73685	06/11/2020		AVANT-GARDE, INC	\$1,695.00
	Invoice	Date	Description	Amount
	6108	05/01/2020	PROJECT MGMT-CITYWIDE BRIDGES	\$1,695.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73686	06/11/2020		BIGGS CARDOSA ASSOCIATES, INC.	\$4,844.35
	Invoice	Date	Description	Amount
	78611	05/05/2020	AZUSA AVE BRIDGE REPAINTING	\$4,844.35
73687	06/11/2020		CAL-STATE SITE SERVICES	\$332.76
	Invoice	Date	Description	Amount
	156184	05/22/2020	PORTABLE RESTROOM RENTAL-EL ENCANTO	\$332.76
73688	06/11/2020		CASC ENGINEERING AND	\$15,545.00
	Invoice	Date	Description	Amount
	42004	03/31/2020	NPDES CONSULTING-COI	\$9,825.00
	42092	04/30/2020	NPDES CONSULTING-COI	\$5,720.00
73689	06/11/2020		CINTAS CORPORATION LOC 693	\$113.16
	Invoice	Date	Description	Amount
	4051192975	05/22/2020	DOOR MATS	\$56.58
	4050695047	05/18/2020	DOOR MATS	\$56.58
73690	06/11/2020		CITY CLERKS ASSOCIATION OF	\$45.00
	Invoice	Date	Description	Amount
	6327	05/19/2020	MEMBERSHIP DUES-JULIE GUTIERREZ-ROBLES	\$45.00
73691	06/11/2020		CITY OF INDUSTRY	\$1,450.80
	Invoice	Date	Description	Amount
	2020-00000068	04/30/2020	IH FUEL PUMP-CITY HALL VEHICLES	\$653.74
	2020-00000066	04/30/2020	IH FUEL PUMP-SECURITY VEHICLES	\$797.06

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73692	06/11/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$125,000.00
	Invoice	Date	Description	Amount
	PR P/E 5/29/20	06/02/2020	REPLENISH PAYROLL FOR P/E 5/29/20	\$125,000.00
73693	06/11/2020		CNC ENGINEERING	\$288,720.00
	Invoice	Date	Description	Amount
	500848	05/28/2020	TONNER CYN PROPERTY	\$1,707.50
	500849	05/28/2020	PUENTE VALLEY GROUNDWATER REMEDIATION	\$292.50
	500850	05/28/2020	EXPO CENTER STANDARDS OF FACILITIES MAINT	\$3,977.50
	500851	05/28/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$2,147.50
	500852	05/28/2020	CITY HALL MAINT	\$4,442.50
	500853	05/28/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$195.00
	500854	05/28/2020	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$292.50
	500855	05/28/2020	SAN JOSE RECONSTRUCTION	\$3,815.00
	500856	05/28/2020	TRAFFIC SIGNAL NELSON & SUNSET AVE	\$620.00
	500857	05/28/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$365.00
	500858	05/28/2020	INDUSTRY HILLS FUEL TANK DISPENSING	\$487.50
	500859	05/28/2020	605 FWY/VALLEY BLVD INTERCHANGE	\$1,365.00
	500860	05/28/2020	HIGHWAY BRIDGE PROGRAM	\$195.00
	500861	05/28/2020	AZUSA AVE BRIDGE REPAINTING	\$1,072.50
	500862	05/28/2020	FISCAL YEAR BUDGET	\$5,192.50
	500863	05/28/2020	ROWLAND ST RECONSTRUCTION	\$340.00
	500864	05/28/2020	BUSINESS PKY PCC PAVEMENT	\$195.00
	500865	05/28/2020	BIXBY DR PCC PAVEMENT	\$1,247.50
	500866	05/28/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$4,592.50
	500867	05/28/2020	RESURFACING VALLEY BLVD	\$9,525.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
500868	05/28/2020	VARIOUS ASSIGNMENTS RELATED TO SA	\$150.00
500869	05/28/2020	NELSON AVE/PUENTE AVE WIDENING	\$1,217.50
500870	05/28/2020	ARENTH AVE RECONSTRUCTION	\$8,700.00
500871	05/28/2020	ARENTH AVE STREET LIGHT PROJECT	\$1,025.00
500872	05/28/2020	CARTEGRAPH MGMT	\$25,600.00
500873	05/28/2020	HOMESTEAD MUSEUM UPGRADES	\$640.00
500874	05/28/2020	GRAND AVE RECONSTRUCTION	\$4,235.00
500875	05/28/2020	CITYWIDE STREET LIGHT UPGRADES	\$1,435.00
500876	05/28/2020	GENERAL ENG SVC-HIGHWAY MONITORING	\$3,790.00
500877	05/28/2020	GRAND AVE BRIDGE WIDENING	\$1,005.00
500878	05/28/2020	TURNBULL CYN RD GRADE SEPARATION	\$390.00
500819	05/28/2020	EMERGENCY STANDBY POWER GENERATOR	\$170.00
500820	05/28/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$18,622.50
500821	05/28/2020	AVALON ROOM DESIGN	\$21,027.50
500822	05/28/2020	HATCHER YARD FACILITY DEMO	\$352.50
500823	05/28/2020	CITYWIDE ADA SELF EVALUATION	\$975.00
500824	05/28/2020	SITE PLAN FOR SHERIFF TRAILER	\$780.00
500825	05/28/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$1,265.00
500826	05/28/2020	CATCH BASIN RETROFITS	\$612.50
500827	05/28/2020	SEWER DESIGN EXPO CENTER	\$13,560.00
500828	05/28/2020	FULLERTON RD PCC	\$1,560.00
500829	05/28/2020	ANNUAL PAVEMENT REHABILITATION	\$100.00
500830	05/28/2020	ANNUAL SLURRY SEAL FY 2019	\$100.00
500831	05/28/2020	RESURFACING OF DON JULIAN RD	\$690.00
500832	05/28/2020	PRELIMINARY DESIGN OF BICYCLE PATH	\$390.00
500833	05/28/2020	STARHILL LANE/3RD AVE WATERLINE	\$4,302.50

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
500834	05/28/2020		DON JULIAN-BASETDALE WATERLINE	\$4,625.00
500835	05/28/2020		GENERAL ENG SVC 5/11-5/24/20	\$1,105.00
500836	05/28/2020		GENERAL ENGINEERING-TRAFFIC	\$5,767.50
500837	05/28/2020		GENERAL ENGINEERING-PLAN APPROVAL	\$9,630.00
500838	05/28/2020		GENERAL ENGINEERING-COUNTER SERVICE	\$1,195.00
500839	05/28/2020		GENERAL ENGINEERING-PERMITS	\$23,800.00
500840	05/28/2020		WALNUT DR SOUTH WIDENING	\$3,335.00
500841	05/28/2020		ARENTH AVE RECONSTRUCTION	\$21,825.00
500842	05/28/2020		AMAR RD STREETLIGHT INSTALLATION	\$510.00
500843	05/28/2020		CITY HALL ROOF RESTORATION	\$465.00
500844	05/28/2020		BUSINESS PKY RECONSTRUCTION	\$3,445.00
500845	05/28/2020		GENERAL ENG SVC 5/11-5/24/20	\$50,575.00
500847	05/28/2020		NPDES STORM WATER	\$1,470.00
500714	05/28/2020		EXPO CENTER PARKING LOT LIGHTING	\$1,025.00
500846	05/28/2020		EXPO CENTER PARKING LOT LIGHTING	\$5,185.00
73694	06/11/2020		CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount
	INV136114	04/30/2020	DOCUMENT MGMT-APR 2020	\$1,700.90
73695	06/11/2020		DAPEER, ROSENBLIT, AND LITVAK,	\$3,988.90
	Invoice	Date	Description	Amount
	17269	04/30/2020	SPECIALIZED LEGAL SVC-APR 2020	\$396.00
	17268	04/30/2020	GENERAL CODE ENFORCEMENT-APR 2020	\$3,592.90
73696	06/11/2020		DIGITAL ASSURANCE	\$7,500.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	48374	05/01/2020	DISSEMINATION SVC-CITY OF INDUSTRY	\$7,500.00
73697	06/11/2020		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	10891	05/11/2020	PUENTE HILLS AUTO DISPLAY-JUN 2020	\$1,763.00
73698	06/11/2020		FUEL PROS, INC.	\$6,661.96
	Invoice	Date	Description	Amount
	48724	05/26/2020	INDUSTRY HILLS FUEL STATION MAINT	\$6,661.96
73699	06/11/2020		HELLING, TROY	\$232.48
	Invoice	Date	Description	Amount
	COVID-19-A	05/26/2020	REIMBURSE FOR (24) BOTTLES OF DISINFECTANT	\$232.48
73700	06/11/2020		HENRY AGUILAR	\$100.00
	Invoice	Date	Description	Amount
	1	05/14/2020	ADMIN HEARING OFFICER FOR CITATION APPEALS	\$100.00
73701	06/11/2020		HISTORICAL RESOURCES, INC.	\$60,374.86
	Invoice	Date	Description	Amount
	05/28/20	05/28/2020	AGRMT REIMBURSEMENT FOR MAY/JUN 2020	\$60,374.86
73702	06/11/2020		HOME DEPOT CREDIT SERVICES	\$896.72
	Invoice	Date	Description	Amount
	2900030	05/05/2020	PORTABLE A/C & MICROWAVE FOR EL ENCANTO-	\$1,092.73

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1231076	05/06/2020	RETURNED ITEM-EL ENCANTO COVID 19	(\$196.01)
73703	06/11/2020		IDS GROUP, INC.	\$127,617.80
	Invoice	Date	Description	Amount
	19X002.11-1-REV	04/27/2020	SITE ANALYSIS-EXPO AVALON ROOM	\$127,617.80
73704	06/11/2020		INDUSTRY SECURITY SERVICES	\$20,851.08
	Invoice	Date	Description	Amount
	14-24654	05/22/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,094.04
	14-24666	05/29/2020	SECURITY SVC-VARIOUS CITY SITES	\$10,757.04
73705	06/11/2020		INDUSTRY SECURITY SERVICES	\$30,092.75
	Invoice	Date	Description	Amount
	14-24650	05/22/2020	SECURITY SVC 5/15-5/21/20	\$14,576.75
	14-24662	05/29/2020	SECURITY SVC 5/22-5/28/20	\$15,516.00
73706	06/11/2020		JEFF PARRIOTT PHOTOGRAPHIC	\$4,491.25
	Invoice	Date	Description	Amount
	00609	05/24/2020	PROF SVC-HOMESTEAD	\$4,491.25
73707	06/11/2020		KLEINFELDER, INC.	\$28,793.34
	Invoice	Date	Description	Amount
	001284282	05/15/2020	PAVING EVALUATION-ARENTH AVE "K"	\$780.00
	001284295	05/15/2020	EXPO CENTER PARKING LOT RECONSTRUCTION	\$8,498.60
	001284297	05/15/2020	ARENTH AVE STREET IMPROVEMENTS	\$8,220.20
	001284321	05/15/2020	ANNUAL STREET REHAB "N"	\$11,294.54

**CITY OF INDUSTRY
WELLS FARGO BANK**

June 11, 2020

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73708	06/11/2020		L A COUNTY DEPT OF PUBLIC	\$15,322.90
	Invoice	Date	Description	Amount
	IN200000914	05/21/2020	ACCIDENT-AZUSA AVE @ RAILROAD ST	\$1,561.36
	IN200000916	05/21/2020	ACCIDENT-BIXBY DR @ GALE AVE	\$3,396.58
	IN200000918	05/21/2020	ACCIDENT-AZUSA AVE @ PEPPER BROOK WAY	\$2,217.79
	IN200000919	05/21/2020	ACCIDENT-NELSON AVE @ SUNSET AVE	\$1,466.32
	IN200000922	05/21/2020	ACCIDENT-ORANGE AVE @ STIMSON AVE	\$1,884.17
	IN200000923	05/21/2020	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$981.76
	IN200000929	05/21/2020	ACCIDENT-DON JULIAN @ TURNBULL CYN DR	\$3,081.08
	IN200000932	05/21/2020	ACCIDENT-GALE AVE @ STIMSON AVE	\$388.34
	SA200000242	02/18/2020	CATCH BASIN CLEANOUT FY 18/19	\$345.50
73709	06/11/2020		L A COUNTY DEPT OF PUBLIC	\$71,027.35
	Invoice	Date	Description	Amount
	IN200000901	05/21/2020	BLDG & SAFETY-ONE STOP SHOP MAR 2020	\$71,027.35
73710	06/11/2020		L A COUNTY SHERIFF'S	\$898,511.69
	Invoice	Date	Description	Amount
	203437AL	05/08/2020	SHERIFF CONTRACT-APR 2020	\$898,511.69
73711	06/11/2020		LA PUENTE VALLEY COUNTY	\$286.48
	Invoice	Date	Description	Amount
	BS;05/20	05/20/2020	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.48
73712	06/11/2020		LOCKE LORD LLP	\$65,441.95
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1578241	05/19/2020	LEGAL SVC-APR 2020	\$65,441.95
73713	06/11/2020		MR PLANT & INTERIOR BOTANICAL	\$770.00
	Invoice	Date	Description	Amount
	JUNE 15137	06/01/2020	PLANT MAINT-JUN 2020	\$770.00
73714	06/11/2020		MX GRAPHICS, INC.	\$213.53
	Invoice	Date	Description	Amount
	20920	05/20/2020	MICROFISCHE SCAN	\$213.53
73715	06/11/2020		NELSON, JOSHUA	\$855.48
	Invoice	Date	Description	Amount
	5/28/2020	05/28/2020	REIMBURSE FOR COMPUTER EQUIPMENT	\$855.48
73716	06/11/2020		NEXTIVA, INC.	\$1,590.44
	Invoice	Date	Description	Amount
	29426783755	05/28/2020	CITY HALL PHONE SVC	\$1,590.44
73717	06/11/2020		NINYO & MOORE GEOTECHNICAL	\$900.50
	Invoice	Date	Description	Amount
	238576	05/26/2020	ASBESTOS ABATEMENT-EL ENCANTO	\$900.50
73718	06/11/2020		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	359	05/31/2020	JANITORIAL SVC-IBC	\$1,467.00
	358	05/31/2020	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	357	05/31/2020	JANITORIAL SVC-CITY HALL	\$5,500.00
73719	06/11/2020		PEREZ, BERTHA	\$725.02
	Invoice	Date	Description	Amount
	COVID-19	05/26/2020	REIMBURSE FOR (5) BOTTLES OF DISINFECTANT	\$53.82
	COVID-19-A	05/29/2020	REIMBURSE FOR ALCOHOL WIPES AND GLOVES FOR	\$671.20
73720	06/11/2020		RICOH USA, INC.	\$542.02
	Invoice	Date	Description	Amount
	33494570	05/15/2020	COPIER LEASE-ENGINEERING	\$289.36
	33494959	05/15/2020	COPIER LEASE-TREASURY	\$252.66
73721	06/11/2020		RICOH USA, INC.	\$3,509.49
	Invoice	Date	Description	Amount
	67899115	05/09/2020	COPIER LEASE-VARIOUS	\$2,650.76
	67935229	06/01/2020	COPIER LEASE-VARIOUS	\$858.73
73722	06/11/2020		SAN GABRIEL VALLEY	\$3,780.00
	Invoice	Date	Description	Amount
	COI052820M	05/28/2020	LANDSCAPE SVC-TRAIL MAINT	\$3,780.00
73723	06/11/2020		SATSUMA LANDSCAPE & MAINT.	\$124,300.47
	Invoice	Date	Description	Amount
	0520TA	05/29/2020	LANDSCAPE SVC-TEMPLE & AZUSA	\$38,487.99
	0520XROADS	05/29/2020	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	\$35,874.32
	0520CH	05/29/2020	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$49,938.16

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73724	06/11/2020		SHAWNAN	\$235,463.20
	Invoice	Date	Description	Amount
	#8EXPO-1	06/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$150,138.00
	#8EXPO-51	06/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$75,550.00
	#8EXPO-102	06/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$280.00
	#8EXPO-152	06/01/2020	RESURFACING DESIGN-EXPO PARKING LOT	\$21,888.00
73725	06/11/2020		AMERICAN BUSINESS BANK	\$12,392.80
	Invoice	Date	Description	Amount
	#8EXPO-1-R	06/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$7,506.90
	#7EXPO-52-R	06/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$3,777.50
	#8EXPO-102-R	06/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$14.00
	#8EXPO-152-R	06/01/2020	RETENTION-RESURFACING DESIGN EXPO PARKING	\$1,094.40
73726	06/11/2020		SO CAL INDUSTRIES	\$282.00
	Invoice	Date	Description	Amount
	438947	05/15/2020	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	439703	05/20/2020	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	440698	05/27/2020	RR RENTAL-TONNER CYN/57FWY	\$91.26
73727	06/11/2020		SO CALIFORNIA EDISON COMPANY	\$15,595.10
	Invoice	Date	Description	Amount
	7590301932	04/16/2020	RELOCATION OF (4) LA COUNTY LIGHTS-6TH AVE @	\$15,595.10
73728	06/11/2020		SOUTH COAST A.Q.M.D.	\$137.63
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3642677	05/01/2020	AQMD FEE FOR FY 19/20	\$137.63
73729	06/11/2020		SPARKLETTS	\$4.00
	Invoice	Date	Description	Amount
	17165913 050820	05/08/2020	PAPER INVOICE FEE	\$4.00
73730	06/11/2020		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894051020	05/10/2020	BUSINESS INTERNET-MAY 2020	\$938.99
73731	06/11/2020		SQUARE ROOT GOLF & LANDSCAPE,	\$183,473.77
	Invoice	Date	Description	Amount
	1491H	05/27/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$140,449.38
	1491H-2	05/27/2020	SIGN REPAIR & INSTALLATION	\$892.39
	1490ELHM	05/27/2020	LANDSCAPE SVC-HOMESTEAD	\$21,509.72
	1488ELHM	05/27/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$8,496.00
	1489ELHM	05/27/2020	LANDSCAPE SVC-EL ENCANTO	\$10,420.60
	1491H-1	05/27/2020	GRAFFITI REMOVAL	\$1,705.68
73732	06/11/2020		SYSCO LOS ANGELES, INC.	\$2,241.86
	Invoice	Date	Description	Amount
	COVID-19	05/28/2020	ORDERED (500) LOAFS OF BREAD FOR LA PUENTE	\$2,241.86
73733	06/11/2020		U.S. BANK	\$2,600.00
	Invoice	Date	Description	Amount
	5716939	04/24/2020	PFA-2010 REFUNDING LEASE REV BOND	\$2,600.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73734	06/11/2020		UNIVERSITY OF LA VERNE	\$5,540.00
	Invoice	Date	Description	Amount
	SPRING 2020	06/01/2020	TUITION FOR YVETTE PADILLA, ID #11865029	\$5,540.00
73735	06/11/2020		UNUM LIFE INSURANCE COMPANY	\$1,026.00
	Invoice	Date	Description	Amount
	6/1/20-8/31/20	06/01/2020	LONG TERM CARE-SPOUSE	\$1,026.00
73736	06/11/2020		VALLEY POWER SYSTEMS, INC.	\$619.00
	Invoice	Date	Description	Amount
	R63794	05/18/2020	GENERATOR INSPECTION-CITY HALL	\$619.00
73737	06/11/2020		WALTERS WHOLESALE ELECTRIC	\$7,799.98
	Invoice	Date	Description	Amount
	S115626003.001	05/21/2020	ELECTRICAL SUPPLIES-EXPO CENTER	\$336.31
	S115474380.001	05/22/2020	ELECTRICAL SUPPLIES-EXPO CENTER PARKING LOT	\$732.70
	S115446415.001	05/29/2020	STREETLIGHT MATERIALS	\$6,730.97
73738	06/11/2020		WEATHERITE SERVICE	\$1,046.00
	Invoice	Date	Description	Amount
	L186824	05/15/2020	A/C MAINT-IBC	\$172.00
	L186811	05/15/2020	A/C MAINT-IBC	\$454.00
	L186849	05/15/2020	A/C MAINT-15660 STAFFORD & 15559 RAUSCH RD	\$420.00
73739	06/11/2020		WILLDAN ENGINEERING	\$750.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 11, 2020**

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

Invoice	Date	Description	Amount
00619200	05/14/2020	ENGINEERING SVC-NELSON/PUENTE AVE	\$750.00

Checks	Status	Count	Transaction Amount
	Total	74	\$2,497,868.77

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: Joshua Nelson, Director of Public Works/City Engineer
Tim Bowser, GIS Manager, CNC Engineering *TB*

DATE: June 11, 2020

SUBJECT: Consideration of a Participant Agreement with the County of Los Angeles and participating entities for the Los Angeles Region – Imagery Acquisition Consortium 6 Project in an amount of \$34,138

Background:

The City first purchased aerial photo imagery covering the entire city limits for a cost of over \$200,000. This was done independently of any other agencies. However, in 2005, the City joined the Los Angeles Region-Imagery Acquisition Consortium (“LAR-IAC”). LAR-IAC acquires aerial photo imagery for geographic information of the entire County of Los Angeles (“County”) every couple of years. Since 2005, the City has been a participant in the County’s LAR-IAC2 (2007/2008), LAR-IAC3 (2010/2011), LAR-IAC4 (2013/2014), and LAR-IAC5(2016-2017).

Discussion:

A Participant Agreement (“Agreement”) has been prepared for the City’s inclusion in the next aerial imagery purchase for LAR-IAC6. As part of LAR-IAC6, the City will acquire 4-inch orthogonal, 4-inch oblique aerial photography, building representations (outlines), online image service Connect Explorer and will now receive multiple imagery acquisitions for the City limits. The use of the high-resolution imagery is helpful in the Planning, Engineering and GIS departments to successfully complete inspections without having to do field visits. The City’s contribution to acquire this information is \$34,138.00, which is the same cost as it was for LAR-IAC5. Staff recommends to approve the Agreement to continue being a part of the consortium to receive the new imagery as part of LAR-IAC6.

Fiscal Impact:

The fiscal impact is \$34,138.00. An appropriation request of \$34,138.00 is requested from the General Fund Reserves to General Fund-Public Works-Aerial Images and Photomapper (Account No. 100-622-5905).

Recommendations:

- 1) It is recommended that the City Council approve the Participant Agreement with the County of Los Angeles and participating entities for the Los Angeles Region – Imagery Acquisition Consortium 6 Project in an amount of \$34,138; and
- 2) Appropriate \$34,138.00 from the General Fund Reserves to General Fund-Public Works-Aerial Images and Photomapper (Account No. 100-622-5905)

Exhibit:

- A. Participant Agreement with the County of Los Angeles and participating entities for the Los Angeles Region – Imagery Acquisition Consortium 6 Project
-

TH/JN/TB:as

EXHIBIT A

Participant Agreement with the County of Los Angeles and participating entities for the
Los Angeles Region – Imagery Acquisition Consortium 6 Project

**PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND PARTICIPATING ENTITIES FOR THE
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 6 ("LARIAC6") PROJECT**

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Industry**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

- A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2020 ("Project");
- B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;
- C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and
- D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of the County

- A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.
- B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.
- C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.
- D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.
- E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.
- F. Provide monthly reports to the Participating Entities on the status of the Project.

3. The Participating Entity Has the Right to

- A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).
- B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.
- D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. Mutual Responsibilities; Maximum Contribution

The Parties shall be mutually responsible for the following:

- A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement.

The Maximum Contribution of the Participating Entity shall be \$34,138.

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of LARIAC Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

- i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.
- ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

- i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.
- ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the Total Cost of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data, and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired, the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 6 Authorized User Confidentiality and Non-Disclosure Agreement).

E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

I. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

- (i) Such entity executes this Agreement, and
- (ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with subparagraph 5.B of this Agreement.

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 6 Program on the date indicated below.

PARTICIPANT ENTITY
City of Industry

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____
Troy Helling, City Manager

By: _____

Date: _____

Date: _____

DIGITAL DATA

All data will be acquired in 2020 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 4-inch resolution in the urban areas, and 9-inch in the National Forest (Map 1).
- Multiple formats (TIFF, JPEG2000, and compressed ECW).
- 3-band orthogonal imagery acquired 1-2 times a year (3-inch resolution) for internal use – provided as an image service.

Oblique Imagery

- 3-band color oblique imagery at 4-inch resolution (Map 2).
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 300 square feet.

**LOS ANGELES REGIONAL
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 4, LAR-IAC5, LAR-IAC6
AUTHORIZED USER
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)**

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 (“Pictometry”), and the County of Los Angeles (“County”) have entered into that certain agreement dated December 3, 2013 as amended from time to time (“Agreement”) for delivery of licensed digital mapping data and software (“Licensed Products”) to the County. Under the Agreement, certain governmental entities (“Authorized Entities”), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.
2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.
3. The undersigned is an Authorized User of an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the Authorized Entity (“Project”).
4. The undersigned Authorized User understands and agrees that the Licensed Products contain proprietary, trade secret and/or confidential information (“Confidential Information”) of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement (“NDA”), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular Authorized Entity.
5. Pictometry and the County acknowledge that the Agreement and certain information and documentation (collectively, “Records”) may be subject to public record requests (e.g., California Public Record Act Request or Freedom of Information Act Request) or other compelled legal disclosure requests (e.g., a subpoena or warrant) (collectively, “Compelled Disclosure Requests”). Should the Authorized Entity reasonably believe that Records, in whole or in part, are subject to production via a valid, properly submitted Compelled Disclosure Request, the Authorized Entity shall use best efforts to notify County and Pictometry of such request providing five (5) days advance notice prior to producing any of the requested Records. Pictometry explicitly reserves the right to object to any such production and to pursue any and all remedies it has in both law and in equity to prevent the release of such Records.
6. The undersigned Authorized User agrees to protect and maintain any Confidential Information the Authorized User is given access to under this NDA using at least the same protections and to the same extent the Authorized Entity uses to protect and maintain its own confidential information of a similar nature.
7. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County’s prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

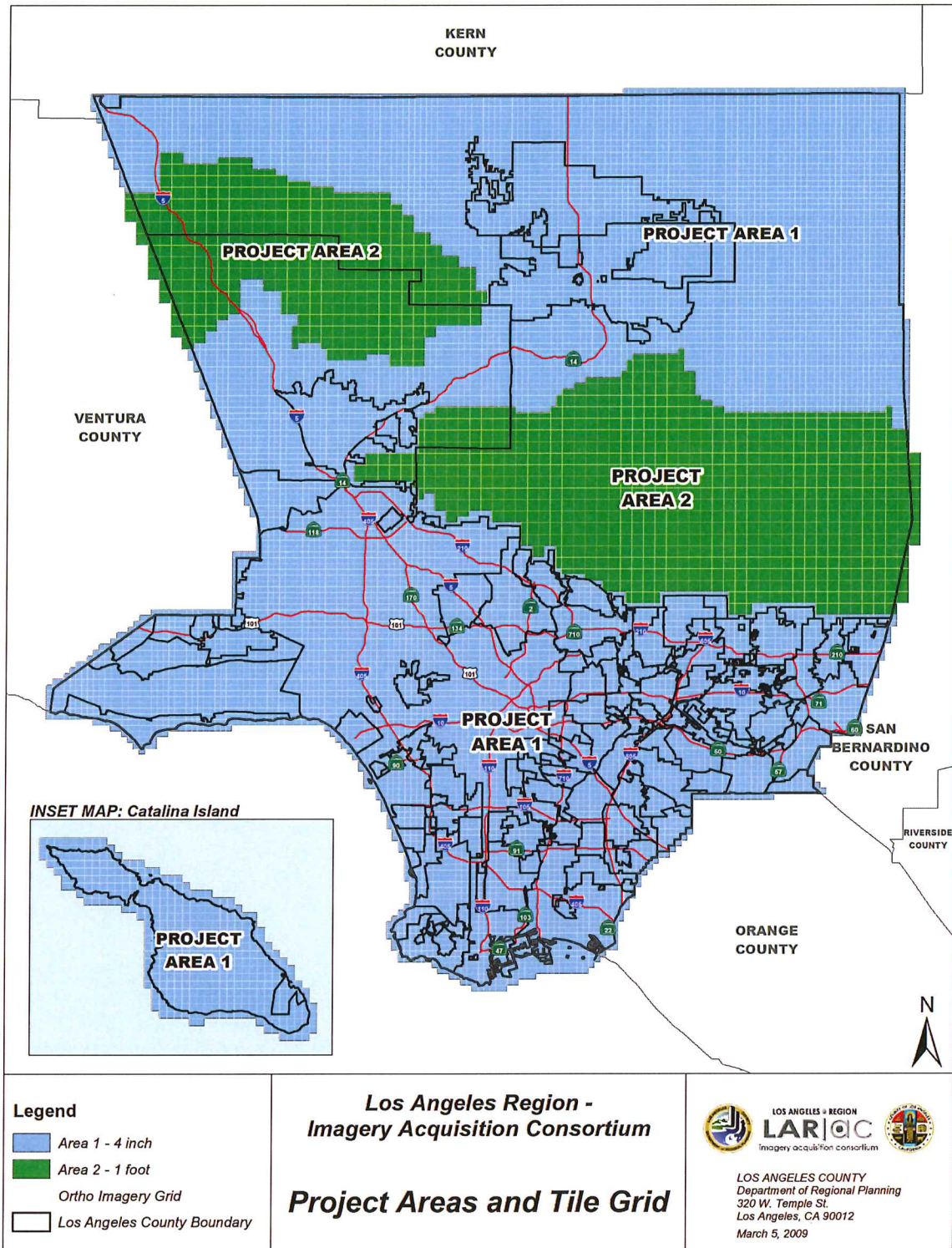
Signature: _____ Address: _____
Name: _____
Organization: _____ City/Zip: _____
Date: _____ Phone: _____

AUTHORIZED BY:

Signature: _____ Date: _____
Name: _____ Authorized Entity: _____
Title: _____ County's Project Director: _____

Note: Submit completed form and a copy of the contract between the Authorized Entity and the Authorized User that details the "Project" to Dr. Steven Steinberg, LARIAC Project Director, at SSteinberg@isd.lacounty.gov and Cc' Christine Lam, LARIAC Project Manager, at CLam2@isd.lacounty.gov for review and approval.

Map 1: Areas for Orthogonal Imagery Products



CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance

DATE: June 11, 2020

SUBJECT: Consideration of Resolution No. CC 2020-13 – A Resolution of the City Council of the City of Industry, California Approving and Establishing the Fiscal Year 2020-2021 Appropriations Limitation and Selecting the Growth in California Per Capita Income and County Population Growth Adjustment Factors for the City Pursuant to Article XIII B of the California Constitution

BACKGROUND

The Appropriations Limit is a State-mandated requirement for all cities that is required to be approved by the City Council by July 1st prior to the new fiscal year. The Appropriations Limit sets the annual cap for spending tax proceeds for the City of Industry (“City”) for the fiscal year.

A public notice must be posted as to the availability of the documentation used in calculating the Appropriations Limit prior to adopting. The resolution may be adopted no sooner than fifteen (15) days after the date of posting on the notice.

DISCUSSION

The FY 2020-21 (“FY 21”) Appropriations Limit has been calculated by using the growth in the non-residential assessed valuation due to new construction within the City and City of Industry population growth adjustment factors. The FY 20 growth rate has been calculated to be 1.2568%, which increases the appropriations limit for the City to \$904,737,825.00. The public notice of the Appropriations Limit was posted to the City’s bulletin board and website on May 22, 2020.

The Appropriations Limit calculation is attached for your reference and was developed in accordance with the FY 21 Proposed Operating Budget. Based on the calculation and City’s adopted budget levels, the City will be well under the cap for FY 21.

FISCAL IMPACT

The Appropriations Limit of \$904,737,825.00 will be established for FY 2020-21. There is no fiscal impact associated with this report.

RECOMMENDATION

Staff recommends the City Council to adopt Resolution No. CC 2020-13, approving the Appropriations Limit for FY 2020-21.

Attachments:

1. Resolution CC 2020-13 – Resolution Approving the FY 21 Appropriations Limit
2. Exhibit A – Appropriations Limit Calculation

RESOLUTION NO. CC 2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ESTABLISHING THE FISCAL YEAR 2020-21 APPROPRIATIONS LIMITATION AND SELECTING THE GROWTH IN CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

WHEREAS, the Appropriations Limit is a State-mandated requirement that is required to be approved by the City Council by July 1st for the new fiscal year; and

WHEREAS, the Appropriations Limit sets the annual cap for spending tax proceeds the City can spend in the fiscal year; and

WHEREAS, a public notice must be published as to the availability of the documentation used in calculating the Appropriations Limit prior to adopting, in which the resolution may be adopted no sooner than fifteen (15) days after the date of posting on the notice; and

WHEREAS, the City posted its public notice of the Appropriations Limit calculation to the City's bulletin board and website on May 22, 2020; and

WHEREAS, the Appropriations Limit was developed in accordance with the FY 2020-21 ("FY 21") Proposed Operating Budget; and

WHEREAS, the FY 21 Appropriations Limit has been calculated by using the growth in the non-residential assessed valuation, which has been calculated to be 1.2568%, as a result of new construction within the City and County of Los Angeles population growth adjustment factors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS

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

Section 2. The Appropriations Limit of the City of Industry for the 2020-21 Fiscal Year is hereby approved and established at **\$904,737,825.00** pursuant to Article XIII B of the California Constitution.

Section 3. The appropriations limit was calculated by using the Growth in the non-residential assessed valuation, which was calculated to be 1.2568, due to new

construction within the City and County of Los Angeles population growth adjustment factors.

Section 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part there for is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 11, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Juliann Gutierrez-Robles, City Clerk



May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

2020-21:

Per Capita Cost of Living Change = 3.73 percent
 Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio: $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21: $1.0373 \times 1.0022 = 1.0396$



THE CITY OF INDUSTRY
NONRESIDENTIAL NEW CONSTRUCTION
 2018/19 TO 2019/20 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
<p>This calculation reflects the 2019/20 Increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value Increase (as of the 2019/20 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIIB of the State Constitution as Amended by Proposition 111 in June, 1990.</p>					
Total Change in Non-Residential Valuation Due to New Development				103,695,720	
Less Automatic 2.000% Assessors's Inflation Adjustment				-4,275,025	
<u>Actual Change in Non-Residential Valuation</u>				<u>99,420,695</u>	
Change in Total Assessed Value				387,219,320	
= Alternate 2020/21 Appropriations Limit Factor					25.68%

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
 Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2019/20 Secured Tax Rolls

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions ---		Total Population
		1-1-19	1-1-20	1-1-2020
Los Angeles				
Agoura Hills	-0.27	20,622	20,566	20,566
Alhambra	0.00	86,793	86,792	86,792
Arcadia	-0.09	57,262	57,212	57,212
Artesia	-0.27	16,448	16,404	16,490
Avalon	-0.25	3,939	3,929	3,929
Azusa	0.24	49,537	49,658	49,658
Baldwin Park	-0.08	76,311	76,252	76,252
Bell	0.06	36,510	36,531	36,531
Bellflower	-0.16	78,239	78,110	78,110
Bell Gardens	-0.31	42,579	42,449	42,449
Beverly Hills	-0.45	33,926	33,775	33,775
Bradbury	-0.38	1,056	1,052	1,052
Burbank	0.35	105,496	105,861	105,861
Calabasas	0.03	24,185	24,193	24,193
Carson	-0.05	93,153	93,108	93,108
Cerritos	0.00	49,995	49,994	49,994
Claremont	-0.18	35,872	35,807	35,807
Commerce	-0.47	12,929	12,868	12,868
Compton	-0.18	98,206	98,032	98,032
Covina	0.33	48,683	48,846	48,846
Cudahy	-0.23	24,227	24,172	24,172
Culver City	0.54	39,493	39,705	39,705
Diamond Bar	-0.23	57,308	57,177	57,177
Downey	-0.29	113,863	113,529	113,529
Duarte	-0.04	21,681	21,673	21,673
El Monte	0.10	116,563	116,675	116,675
El Segundo	-0.21	16,812	16,777	16,777
Gardena	0.07	60,892	60,937	60,937
Glendale	0.22	204,883	205,331	205,331
Glendora	0.44	51,840	52,067	52,067
Hawaiian Gardens	-0.25	14,685	14,649	14,649
Hawthorne	-0.19	87,071	86,903	86,903
Hermosa Beach	-0.14	19,641	19,614	19,614
Hidden Hills	0.32	1,862	1,868	1,868
Huntington Park	-0.21	59,642	59,515	59,515
Industry	0.00	427	427	427
Inglewood	-0.33	112,345	111,971	111,971
Irwindale	-0.62	1,443	1,434	1,434

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2020-21

Attachment B
Annual Percent Change In Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	Percent Change 2019-2020	--- Population Minus Exclusions ---		Total Population
		1-1-19	1-1-20	1-1-2020
La Canada Flintridge	-0.18	20,497	20,461	20,461
La Habra Heights	-0.16	5,470	5,461	5,461
Lakewood	-0.31	80,168	79,919	79,919
La Mirada	-0.27	49,007	48,877	48,877
Lancaster	0.10	157,174	157,338	161,699
La Puente	0.09	40,532	40,568	40,568
La Verne	0.03	33,289	33,300	33,300
Lawndale	-0.24	32,879	32,799	32,799
Lomita	-0.32	20,614	20,549	20,549
Long Beach	-0.12	472,730	472,140	472,217
Los Angeles	-0.06	4,010,280	4,007,960	4,010,684
Lynwood	-0.39	71,549	71,269	71,269
Malibu	-0.54	11,784	11,720	11,720
Manhattan Beach	-0.48	35,419	35,250	35,250
Maywood	-0.30	27,988	27,904	27,904
Monrovia	-0.06	37,956	37,935	37,935
Montebello	-0.31	63,742	63,544	63,544
Monterey Park	-0.34	60,943	60,734	60,734
Norwalk	-0.21	105,087	104,862	105,717
Palmdale	-0.24	157,117	156,737	156,737
Palos Verdes Estates	-0.30	13,230	13,190	13,190
Paramount	-0.19	55,569	55,461	55,461
Pasadena	0.11	144,686	144,842	144,842
Pico Rivera	-0.03	63,390	63,374	63,374
Pomona	0.09	154,675	154,817	154,817
Rancho Palos Verdes	-0.26	41,821	41,714	41,731
Redondo Beach	-0.24	67,154	66,994	66,994
Rolling Hills	-0.32	1,880	1,874	1,874
Rolling Hills Estates	0.39	8,035	8,066	8,066
Rosemead	0.30	54,198	54,363	54,363
San Dimas	-0.28	34,042	33,945	33,945
San Fernando	1.65	24,798	25,207	25,207
San Gabriel	-0.22	40,194	40,104	40,104
San Marino	-0.14	13,106	13,087	13,087
Santa Clarita	0.10	221,703	221,932	221,932
Santa Fe Springs	-0.29	18,303	18,250	18,295
Santa Monica	-0.13	92,480	92,357	92,357
Sierra Madre	-0.25	10,843	10,816	10,816
Signal Hill	-0.27	11,744	11,712	11,712
South El Monte	1.98	20,792	21,204	21,204

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	<u>Percent Change</u> 2019-2020	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
		1-1-19	1-1-20	Population 1-1-2020
South Gate	-0.21	97,211	97,003	97,003
South Pasadena	-0.26	25,524	25,458	25,458
Temple City	0.14	36,098	36,150	36,150
Torrance	-0.26	145,922	145,546	145,546
Vernon	-0.34	298	297	297
Walnut	-0.16	29,977	29,929	29,929
West Covina	-0.30	106,313	105,999	105,999
West Hollywood	-0.36	36,335	36,203	36,203
Westlake Village	-0.18	8,227	8,212	8,212
Whittier	-0.31	87,073	86,801	86,801
Unincorporated	-0.50	1,038,938	1,033,771	1,034,689
County Total	-0.11	10,175,203	10,163,868	10,172,951

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

CITY COUNCIL

ITEM NO. 7.2



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
DATE: June 11, 2020
SUBJECT: Consideration of Resolution No. CC 2020-14 approving a donation to Priceless Pets in the amount of \$3,000.00

Background:

Priceless Pets Rescue ("Priceless Pets") is a non-profit organization which was founded in 2007. They operate no-kill pet rescue services out of multiple adoption centers which are in Chino Hills, Claremont, and Costa Mesa. The animals that are rescued are from surrounding high-kill shelters and/or surrendered by owners that are not able to provide for them anymore.

Discussion:

Priceless Pets contacted the City for a donation to continue providing their adoption services to the surrounding communities. The donation of \$3,000, along with other sponsor donations will help Priceless Pets continue their animal rescue efforts. The City's donation serves a public purpose by providing the resources needed to operate the shelters. As adopting from a no-kill shelter provides these animals with a well-deserved second chance to be in loving homes.

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, \$367,000 was approved for Community Promotions and Economic Development. To date the City has provided \$309,274.41 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 2020-14 approving a donation of \$3,000 to Priceless Pets Rescue.

Exhibit:

A. Resolution No. CC 2020-14

TH/SP:yp

EXHIBIT A

Resolution No. CC 2020-14

[Attached]

RESOLUTION NO. CC 2020-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO PRICELESS PETS RESCUE IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FOR PET ADOPTION SERVICES

RECITALS

WHEREAS, Priceless Pets Rescue (“Priceless Pets”) is a California non-profit charitable organization founded in 2007, that operates no-kill pet rescue adoption centers in Chino Hills, Claremont, and Costa Mesa. The animals that are rescued are from surrounding high-kill shelters, and/or surrendered by owners that are not able to provide for them anymore; and

WHEREAS, Priceless Pets requested a donation from the City to assist with funding the services they provide to the animals they rescue. The donation of \$3,000, along with other sponsor donations will help Priceless Pets to continue rescuing animals, so that they can be adopted; and

WHEREAS, the City’s donation serves a public purpose in that Priceless Pets can rescue, rehabilitate, and re-home the dogs, cats, and other small animals that they rescue from high-kill shelters in the surrounding communities. The City’s donation will allow Priceless Pets to provide these services to the animals they rescue; 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 Priceless Pets can rescue, rehabilitate, and re-home the dogs, cats, and other small animals that they rescue from high-kill shelters in the surrounding communities. The City’s donation will allow Priceless Pets to provide these services to the animals they rescue.

SECTION 3: The City Council approves a donation to Priceless Pets Rescue in the amount of Three Thousand Dollars (\$3,000.00).

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

SECTION 5: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 11, 2020, 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. 7.3



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
DATE: June 11, 2020
SUBJECT: Consideration of Resolution No. CC 2020-15 approving a donation to Hand in Paw in the amount of \$3,000.00

Background:

Hand in Paw is a non-profit organization that provides pet adoption services to the community. They pride themselves in giving a joyful experience for those looking to adopt a dog or cat, by having them spayed/neutered, fully vaccinated, micro-chipped, and groomed. Hand in Paw rescues dogs and cats that have been neglected and trains them to be rehomed. They also focus on educating the community about the crisis of overpopulation, irresponsible breeding, puppy mills, neglect and abuse, and the importance of spay and neutering.

Discussion:

Hand in Paw contacted the City for a donation to continue providing their adoption services in the surrounding communities. The donation of \$3,000, along with other sponsor donations will help Hand in Paw continue their animal rescue efforts. The City's donation serves a public purpose by providing the resources needed to operate the adoption center. As adopting from a no-kill shelter provides these animals with a well-deserved second chance to be in loving homes

Fiscal Impact:

In the Fiscal Year 2019/2020 budget, \$367,000 was approved for Community Promotions and Economic Development. To date the City has provided \$309,274.41 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 2020-15 approving a donation of \$3,000 to Hand in Paw.

Exhibit:

- A. Resolution No. CC 2020-15
-

TH/SP:yp

EXHIBIT A

Resolution No. CC 2020-15

[Attached]

RESOLUTION NO. CC 2020-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA APPROVING A DONATION TO HAND IN
PAW IN THE AMOUNT OF THREE THOUSAND DOLLARS
(\$3,000.00) FOR PET ADOPTION SERVICES**

RECITALS

WHEREAS, Hand in Paw is a non-profit that provides pet adoption services to the community. Hand in Paw rescues animals that have been neglected and trains them to be rehomed. They also focus on educating the community about the crisis of overpopulation, irresponsible breeding, puppy mills, neglect and abuse, and the importance of spay and neutering; and

WHEREAS, Hand in Paw requested a donation from the City to assist with funding for the services they provide to the animals they rescue. The donation of \$3,000, along with other sponsor donations will help Hand in Paw to continue rescuing animals, so that they can be adopted; and

WHEREAS, the City's donation serves a public purpose in that Hand in Paw rescues, rehabilitates, and re-homes the animals that they rescue. The City's donation will allow Hand in Paw to provide these services to the dogs they rescue; 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 Hand in Paw rescues, rehabilitates, and re-homes the animals that they rescue so that they can be adopted. The City's donation will allow Priceless Pets to provide these services to the animals they rescue.

SECTION 3: The City Council approves a donation to Hand in Paw in the amount of Three Thousand Dollars (\$3,000.00).

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

SECTION 5: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 11, 2020, 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. 7.4



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

DATE: June 11, 2020

SUBJECT: Consideration of accepting an Easement from the County of Los Angeles Flood Control District for the Turnbull Canyon Grade Separation Project in the amount of \$71,520.00 (MP 99-60 #15)

Background:

The San Gabriel Valley Council of Governments ("SGVCOG") is in the final design phase of the Turnbull Canyon Grade Separation Project ("Project"). During the acquisition phase of the Project, SGVCOG moved to acquire the necessary right of way for the project. It was discovered that a portion of the right of way on Turnbull Canyon over the San Jose Creek was never granted to the City from the County of Los Angeles Flood Control District ("County") that was part of an old co-operative project back in the 1990's. The easements technically should have been acquired at that time. Today, however, these easements are necessary to complete the acquisition phase for the Project prior to any construction work. The easement covers approximately 2,980 square feet of land across three San Jose Creek parcels.

Discussion:

SGVCOG had the land identified in the easement appraised and it was valued at \$71,520.00. The County confirmed the appraised value through its own consultant. Staff recommends approving and accepting the required easement necessary for the right of way for the Project in the amount of \$71,520.00.

Pursuant to Government Code Section 65402, before the City is able to acquire property for a public purpose, the Planning Commission must find that the acquisition of the property complies with the City's General Plan. Should the City Council approve acceptance of the easement, prior to recording the easement, the Planning Commission will need to make the conformity finding.

Fiscal Impact:

The fiscal impact for accepting the easement is \$71,520.00 (MP 99-60 #15, Account No. 100-702-9030 City Capital Improvements, Streets-Real Estate Purchase).

Recommendations:

It is recommended that the City Council approve and accept the easement from the County of Los Angeles Flood Control District and approve the payment of \$71,520.00, subject to a finding of conformity by the City's Planning Commission pursuant to Government Code Section 65402.

Exhibits:

- A. Los Angeles County Flood Control District Easement Documents
- B. Appraisal Report, dated November 25, 2019
- C. Historical Agreements and Correspondence, dated May 14, 1996

TH/JN/SC:as

EXHIBIT A

Los Angeles County Flood Control District Easement Documents

[Attached]

Mr. James T. Sparks, Assistant Deputy Director
Survey/Mapping & Property Management Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Ms. Dayna Rothman

Dear Mr. Sparks:

**SAN JOSE CREEK PARCELS 121GE, 124GE, AND 618GE
PROJECT ID NO. MPR0000973
DOCUMENT APPROVAL**

We have examined and do hereby approve and accept the terms and conditions stipulated in the proposed Easement document (Easement) from the Los Angeles County Flood Control District to the City of Industry.

We hereby authorize the District to record the original Easement and instruct the office of the Registrar-Recorder/County Clerk of the County of Los Angeles to mail said Easement to City at the address set forth below after acceptance by the City.

Enclosed is a check in the amount of \$71,520 made payable to the Los Angeles County Flood Control District for the easement from the District to the City.

Signature

Date

Name

Title

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

Enc.

DUPLICATE

RECORDING REQUESTED BY
AND MAIL TO:

CITY OF INDUSTRY
P.O. Box 3366
City of Industry, CA 91744

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

Assessor's Identification Numbers:
8208-015-902 (Portion)
8208-026-902 (Portion)

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to the CITY OF INDUSTRY, a municipal corporation (hereinafter referred to as CITY), easements for public road and highway purposes in, on, over, and across the real properties in the City of Industry, County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions, which CITY by the acceptance of this Easement document and/or the exercise of any of the rights granted herein agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said lands for flood control purposes.
2. CITY agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the lands herein described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for the improvements.

Turnbull Canyon Road Grade Separation
(File with: SAN JOSE CREEK 121)
(Affects: TURNBULL CANYON ROAD (13))
Parcels 121GE, 124GE, and 618GE
I.M. 114-277
S.D. 1 M2023002
Project ID No. MPR0000973

3. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement document.
4. The provisions and agreements contained in this Easement document shall be binding upon CITY, its successors, and assigns.

To the extent any lawful assessments be levied pertaining to the areas to which these easements applies and to the extent that the assessments are based on the structures and improvements being constructed under the authority of these easements and provided further that the assessments be levied following CITY's exercise of these easement rights to construct such structures and improvements, CITY agrees to pay on behalf of DISTRICT that part of any such assessments levied against DISTRICT, which is based on the value contributed to the areas by CITY's said improvements.

Pursuant to the authority delegated by the Board of Supervisors of the Los Angeles County Flood Control District, this Easement document has been executed on behalf of said DISTRICT by the Director of the Los Angeles County Public Works on the _____ day of _____, 20_____.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

MARK PESTRELLA
Director of Public Works

By _____
JAMES T. SPARKS
Assistant Deputy Director
Survey/Mapping & Property Management Division

(LACFCD-SEAL)

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

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)
) ss.
County of Los Angeles)

On _____, before me, _____, Deputy County Clerk of the County of Los Angeles, personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deputy County Clerk of the County of Los Angeles (Seal)

APPROVED as to title and execution

_____, 20____
LOS ANGELES COUNTY PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By _____

CITY OF INDUSTRY CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant herein, dated _____, from the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, to the CITY OF INDUSTRY, a municipal corporation, is hereby accepted pursuant to authority conferred by Resolution No. 398 of the City Council of the City of Industry, adopted August 11, 1966, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Name: _____

Title: _____

City of Industry, California

EXHIBIT A

File with: **SAN JOSE CREEK 121**

Parcel No. 121GE

Includes: Parcels Nos. 124GE and 618GE

Affects: Turnbull Canyon Road (13)

34-RW 23.1 and 23.2

A.I.N. 8208-015-902 & 8208-026-902

I.M. 114-277

S.D. 1

M2023002

LEGAL DESCRIPTION

PARCEL NO. 121GE (Easement for public road and highway purposes):

That portion of Lot 6, Block 20, Tract No. 1343, as shown on map recorded in Book 20, pages 10 and 11, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the northwesterly line of said Lot 6 and that certain course having a length of 45.28 feet in the generally southwesterly boundary of Parcel 1, of Parcel Map No. 224, as shown on map filed in Book 180, pages 68 and 69, of Parcel Maps, in the office of said Registrar-Recorder/County Clerk; thence southwesterly, along said northwesterly line, to the most westerly corner of said Lot 6; thence southeasterly, along the southwesterly line of said Lot 6, to a line parallel with and 10 feet southeasterly, measured at right angles, from said northwesterly line; thence northeasterly, along said parallel line, to said generally southwesterly boundary of Parcel 1; thence northwesterly, along said generally southwesterly boundary, to the point of beginning.

Containing: 639± square feet.

PARCEL NO. 124GE (Easement for public road and highway purposes):

That portion of Lot 7, Block 20, of above-mentioned Tract No. 1343, within the following described boundaries:

Beginning at the most northerly corner of said Lot 7; thence southwesterly, along the northwesterly line of said Lot 7, to that certain course having a bearing and length of S. 84°23'21" E. 130.55 feet in the generally northerly boundary of that certain parcel of land described in deed recorded in Book D5535, page 950, of Official Records, in the office of above-mentioned Registrar-Recorder/County Clerk; thence easterly, along said certain course, to a point, said point being the beginning of a curve concave to the

EXHIBIT A

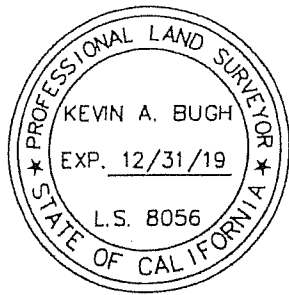
northeast and having a radius of 27 feet, tangent to said certain course and tangent to a line parallel with and 10 feet southeasterly, measured at right angles, from said northwesterly line of Lot 7; thence northerly, along said curve, to said parallel line; thence northeasterly, along said parallel line, to the northeasterly line of said Lot 7; thence northwesterly, along said northeasterly line, to the point of beginning.

Containing: 2,047± square feet.

PARCEL NO. 618GE (Easement for public road and highway purposes):

That portion of the southeasterly 10 feet of Lot 1, Block 21, of above-mentioned Tract No. 1343, lying within that certain parcel of land described as PARCEL NO. 618 in a Final Order of Condemnation, had in Superior Court Case No. 855086, a certified copy of which is recorded in Book D3675, page 155, of above-mentioned Official Records.

Containing: 294± square feet.




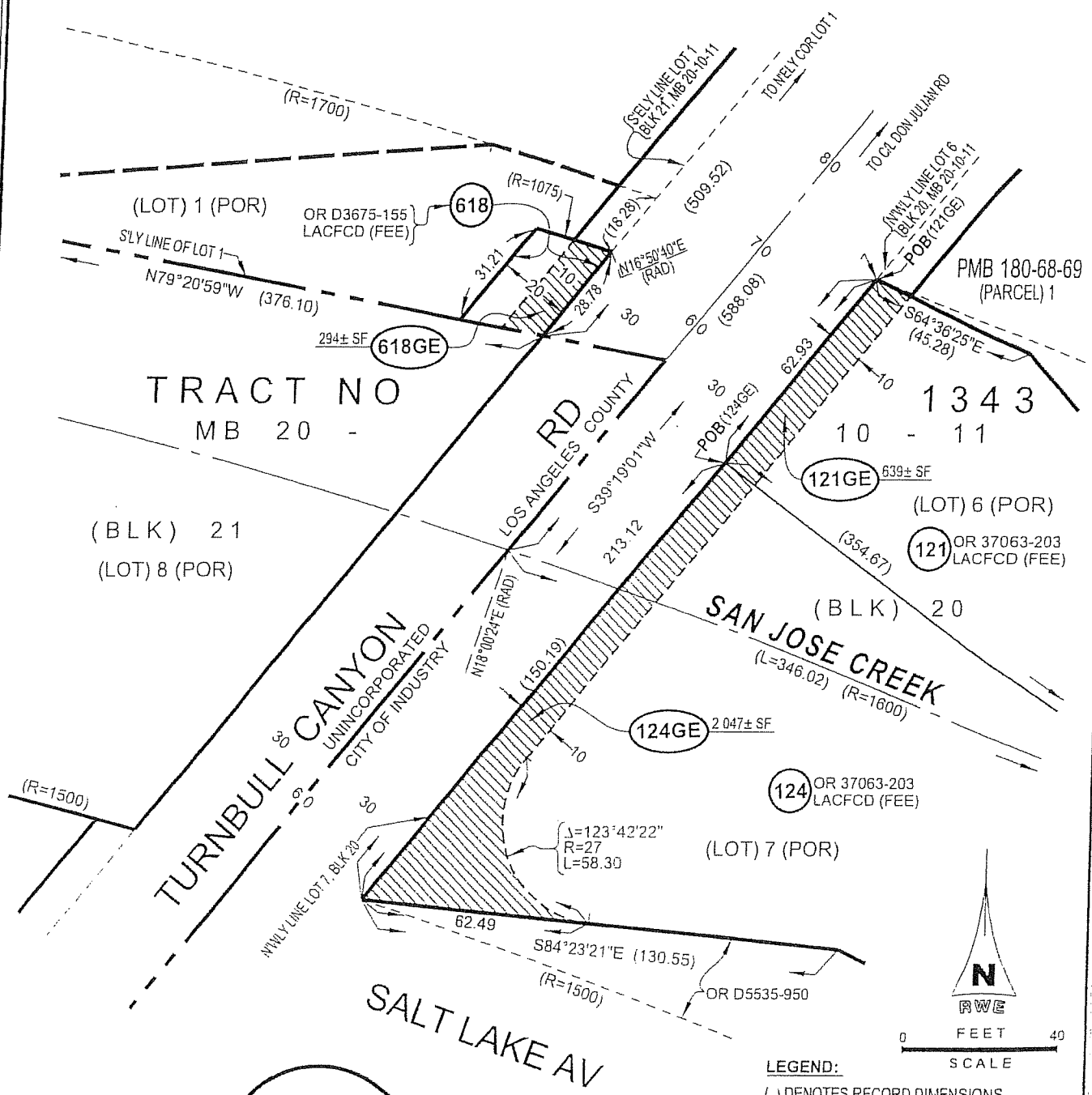
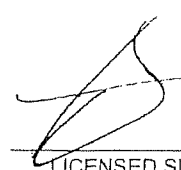
APPROVED AS TO DESCRIPTION	
By	
	LICENSED LAND SURVEYOR Los Angeles County Public Works
Dated	<i>December 16, 2019</i>


EXHIBIT B



PROFESSIONAL LAND SURVEYOR
 KEVIN A. BUGH
 EXP. 12/31/19
 L.S. 8056
 STATE OF CALIFORNIA

BY: 
 LICENSED SURVEYOR

12.16.19
 DATE

LEGEND:
 () DENOTES RECORD DIMENSIONS
 DIMENSIONS ARE IN FEET
 - EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES (TO THE CITY OF INDUSTRY)

Public Works

SAN JOSE CREEK
 PROJECT ID NO.: MPR0000973
 PCA M2023002
 (FILE: SAN JOSE CREEK PARCELS 121, 124, & 618)
 [AFFECTS: TURNBULL CANYON RD (13)]

EXHIBIT B

Appraisal Report, dated November 25, 2019

[Attached]

Appraisal for Clean-up work

©APPRAISAL REPORT

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**APPRAISAL REPORT
LOS ANGELES COUNTY FLOOD CONTROL PARCEL
TURNBULL CANYON ROAD ACQUISITIONS
LOS ANGELES COUNTY, CALIFORNIA**

**DATE OF VALUE: November 21, 2019
DATE SUBMITTED: November 25, 2019**

Submitted To:

**Timothy Green
Project Manager
HDR Engineering
2280 Market Street, Suite 100
Riverside, CA 92501**

Submitted By:

**Thomas M. Pike, Jr., MAI
One Lusitano
Coto De Caza, CA 92679
Certified General Real Estate Appraiser
License No.: 004424 Expires 11-3-20**

THOMAS M. PIKE, JR., MAI
Real Estate Appraiser - Consultant

*One Lusitano
Coto De Caza, CA 92679*

*Phone (949) 888-9148
pikeandassociates@cox.net*

November 25, 2019

Timothy Green
Project Manager
HDR Engineering
2280 Market Street, Suite 100
Riverside, CA 92501

Re: L.A. County Flood Control Parcel
Turnbull Canyon Road Acquisitions
Los Angeles County, California

Mr. Green:

At your request and authorization I have made an appraisal of the above referenced property, described more particularly in this report. The purpose of the appraisal is to estimate the fair market value of two roadway easements required from the subject property for easement recording and title perfection. Property rights appraised are fee simple estate and roadway easement assuming the property is free and clear of all liens, under competent management, responsible ownership, with good and marketable title.

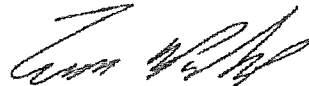
Further, the value conclusion below is subject to all of the assumptions and limiting conditions beginning on page 4 of this report. These conditions should be carefully reviewed to properly understand the basis of the valuation.

By reason of my investigation and analysis, I have formed the following opinion of just compensation for the proposed acquisitions as of November 21, 2019:

\$112,100

Your attention is invited to the accompanying report wherein descriptive and factual data is set forth, upon which, in part, the conclusion of value is predicated.

Respectfully Submitted,



Thomas M. Pike, Jr., MAI
Certified General Real Estate Appraiser
License No.: 004424 Expires 11-3-20

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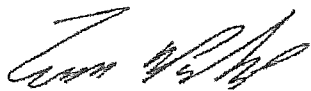
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CERTIFICATION

I, **Thomas M. Pike, Jr.**, certify that during the completion of this assignment, I have personally inspected the property that is the subject of this report, except as specifically noted, and to the best of my knowledge and belief:

- * the statements of fact contained in this report are true and correct.
- * the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- * I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
- * my engagement and my compensation for this assignment were not contingent upon the development or reporting of a predetermined result, value or direction in value that favors the cause of the client, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- * the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- * my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- * no one provided significant professional appraisal assistance to the person signing this certification.
- * I have performed no services as an appraiser or otherwise regarding the subject property within the three year period immediately preceding acceptance of this assignment.
- * the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Thomas M. Pike, Jr. has completed the continuing education program for Designated Members of the Appraisal Institute.



Thomas M. Pike, Jr., MAI
Certified General Real Estate Appraiser
License No.: 004424 Expires 11-3-20

November 25, 2019
Date

CALTRANS CERTIFICATE OF APPRAISER

(Appraisal Report)

I hereby certify:

That I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such estimate may be used in connection with the acquisition of right of way for a project to be constructed by the City of Industry and/or the County of Los Angeles with the assistance of Federal Aid Highway Funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right of way costs for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are not compensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have revealed the findings and results of such appraisal to no one other than the proper officials of the said acquiring agency, State or officials of the Federal Highway Administration and will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

The owners or their designated representative were given an opportunity to accompany the appraiser during their inspection of the property.

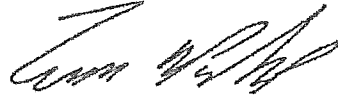
Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property was acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical

deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That my opinion of just compensation for the full fee value of the subject property as of the twenty-first day of November 2019 was **\$112,100**, based upon my independent appraisal and the exercise of my professional judgement.

November 25, 2019

Date



Thomas M. Pike, Jr., MAI
Certified General Real Estate Appraiser
License No.: 004424 Expires 11-3-20

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

THAT THE ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE FOLLOWING CONDITIONS.

LIMITED LIABILITY

That the liability of Thomas M. Pike & Associates and the appraisers responsible for this report, is limited to the client only and to the fee actually received by the appraisers. Further, there is no accountability, obligation, or liability to any third party. If the appraisal report is placed in the hands of anyone other than the client for which this report was prepared, the client shall make such party and/or parties aware of all limiting conditions and assumptions of this assignment and related discussions.

DATE OF VALUE - REPORT

- A. That the conclusions and opinions expressed in this report apply to the date of value set forth in the letter of transmittal.

LEGAL

- A. That the subject property is a portion of a larger utility corridor. There are various legal theories regarding the valuation of existing transportation and utility corridors. Legal determinations regarding the most appropriate method for valuing a right-of-way are beyond my expertise and are the responsibility of the client. Based on my judgement, the property was valued using an "across the fence" methodology which is generally considered the most acceptable technique for valuing a right-of-way corridor. This methodology determines a value based on the value of adjoining land.
- B. That no responsibility is assumed for matters which are legal in nature or that require knowledge beyond that customarily employed by real estate appraisers.
- C. That there exists no undisclosed restrictions or prohibitions concerning the possible use or development of the subject property.

- D. That the subject property was appraised assuming that it is in full compliance with all applicable federal, state, and local environmental regulations and laws, and that all zoning and use regulations and restrictions have been complied with.

INFORMATION AND REPORTS BY OTHERS

- A. That in preparing this report, I was required to rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. No warranty is given, either expressed or implied, as to the accuracy of such information. The information obtained for use in this appraisal is believed to be true and correct to the best of my ability. However, I assume no responsibility for errors, omissions, or for information not disclosed which might otherwise affect the valuation estimate. I reserve the right to make such adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
- B. That no opinion as to the title of the subject property is rendered. Data relative to ownership and legal description were taken from public sources. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in this report.
- C. That data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist. The size of the subject property was based on County Assessor records. The area of the proposed acquisitions were taken from the road way easement deed provided by HDR Engineering Inc.
- D. That no detailed soil studies covering the subject property were made available to me. Therefore, premises as to soil quality employed in this report are not conclusive and no opinion of soil quality is rendered.
- E. That I have not been provided with any information regarding the presence of any material or substance on any portion of the subject property (or in any improvements thereon), which is considered toxic, hazardous, harmful, or dangerous. Unless otherwise stated, I did not become aware of the presence of any such material or substance during the inspection of the subject property. However, I am not qualified to detect, investigate, or test for the presence of such materials or substances. Therefore I assume no responsibility for the presence of any such substance or material, nor for any expertise, or engineering knowledge required to discover them.

PROPERTY APPRAISED

- A. That the subject property is part of a larger utility easement which extends for several miles both east and west of the proposed acquisitions. For purposes of this appraisal, only the three Assessor parcels which affected by the acquisitions are considered the Larger Parcel.
- B. That the proposed acquisitions do not affect any of the structural improvements on the subject property or their utility. Since these acquisitions do not affect the utility of the subject property in the after condition, the client has agreed that the larger parcel is only the underlying land without consideration for the major structural improvements.
- C. That I assume no responsibility for any condition not readily observable from a customary inspection of the premises, including subsoil, ground water, or structures.
- D. That no opinion is expressed as to the value of subsurface oil, gas, or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as expressly stated herein.

APPRAISAL REPORT

- A. That this report is an **Appraisal Report** which conforms to the Uniform Standards of Professional Appraisal Practice published by the Appraisal Foundation and the applicable portions of the Caltrans Right-of-Way Manual (per section 7.01.03 of the Manual) and in accordance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (Uniform Act). The reader is cautioned that only a summary and brief discussions of my investigation, analysis, and conclusions are presented.
- B. That maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, removed, reproduced, or used apart from this report.
- C. That possession of this report, or a copy of it, does not carry with it the right of publication. It may not be used for any purpose or by any person other than the party to whom it is addressed without the written consent of the appraiser and only in its entirety. This appraisal is not valid for any purpose other than that specifically stated in this report.
- D. Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations, news media, or any other public means of communication without the prior consent and approval of the undersigned.

EXPERT TESTIMONY

- A. That testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made at a reasonable time in advance and a fee is paid for any additional services.

- B. That in the event the Appraiser is subpoenaed for a deposition or judicial or administrative proceeding and is ordered to produce the appraisal report and files, the Appraiser shall immediately notify the Client. The Appraiser shall appear at the deposition or judicial or administrative hearing with the appraisal report and files and answer all questions unless the Client provides the Appraiser with legal counsel who instructs the Appraiser not to appear, instructs the Appraiser not to produce certain documents, or instructs the Appraiser not to answer certain questions. It shall be the responsibility of Client to obtain a protective order.

GENERAL DATA

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of the appraisal is to estimate the fair market value of two roadway easements required from the subject property for easement recording and title perfection. It should be noted that the roadway easements which are the subject of this appraisal were acquired by the City of Industry in August of 1966. However, the easement document was never recorded.

The intended use of the appraisal is for recording of the easement deed by the Los Angeles County Flood Control District. All other uses including, but not limited to, financing, civil litigation, partnership disputes, trusts, or estates are considered unintended uses.

INTENDED USERS

The intended users of this report are the client to whom it is addressed, employees and agents of HDR Engineering, Inc., and the Los Angeles County Flood Control District involved in the recording of the roadway easement which is the subject of this appraisal. All other persons, entities, companies, or institutions are considered unintended users.

PROPERTY RIGHTS APPRAISED

Fee Simple Estate
Roadway Easement

EFFECTIVE DATE OF VALUE

November 21, 2019

DATE OF REPORT

November 25, 2019

DEFINITION OF MARKET VALUE

The opinion of value set forth herein is based on Market Value, a term of many and various definitions, but is defined by the California Code of Civil Procedure, Title 7, Section 1263.320 as:

(A) "The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

(B) "The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method that is just and equitable."

SCOPE OF WORK AND REPORTING PROCESS

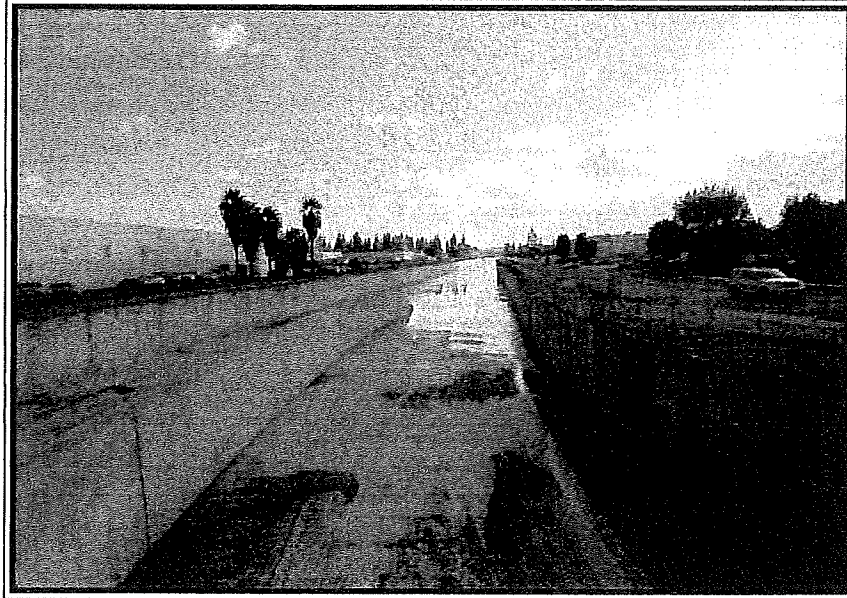
The investigation began with a preliminary survey of the subject property and surrounding area to determine the appraisal problem. The subject property was then inspected, during which time its physical characteristics and functional utility were noted. Information provided by the City of Industry, County of Los Angeles and/or published records were reviewed to determine the zoning of the subject parcel and surrounding area. Research was then initiated to identify transactions of properties having similar or comparable uses and characteristics to the subject property using various data sources. The transactions which were considered useful in the analysis of the subject property were then verified with either a buyer, seller, or real estate broker in order to ascertain details about the properties and the terms of the transactions. In cases where parties to the transactions could not be located or would not cooperate, public information and published data sources were used. As a result of this investigation, an analysis was made to determine the appropriate land use of the Larger Parcel using the "across the fence" theory. The Larger Parcel was next valued using a Sales Comparison technique. An analysis was then made of the proposed acquisitions and any severance damages which may accrue due to the acquisitions or the construction in the manner proposed. Finally, I organized and wrote this appraisal report.

GENERAL AREA DATA

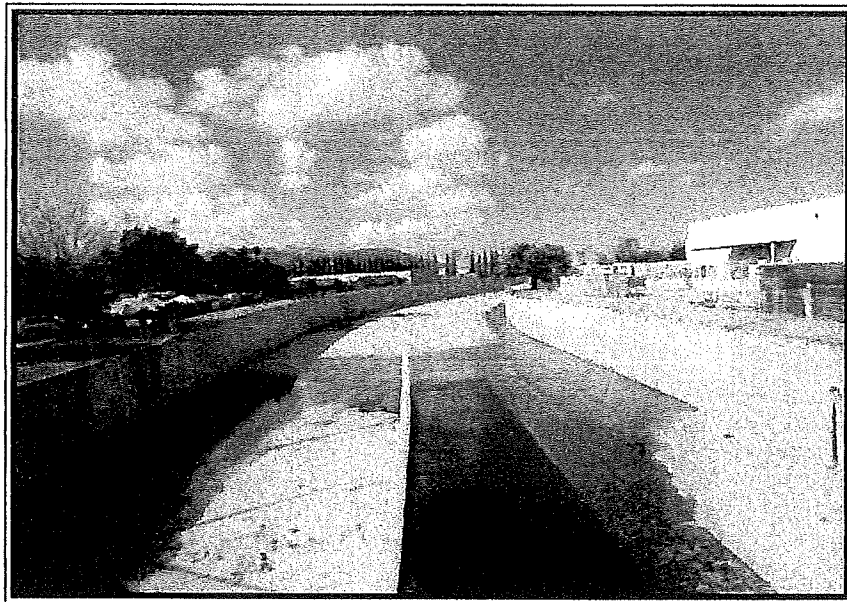
The subject property is located partially in the City of Industry (easterly of Turnbull Canyon Road center line) and partially in an unincorporated portion of Los Angeles County (westerly of Turnbull Canyon Road center line), commonly referred to as Hacienda Heights. In general, this area is within the sphere of influence of the City of Industry.

The subject property is located in an industrial area along Turnbull Canyon Road north of State Route 60 and south of Valley Boulevard.. This industrial district is generally located between Clark and Gale Avenues to the south and Nelson Avenue to the north. South of Clark and Gale Avenues uses are generally residential. Limited commercial uses can be found along Valley Boulevard to the north and Gale Avenue to the south.

SUBJECT PHOTOGRAPHS

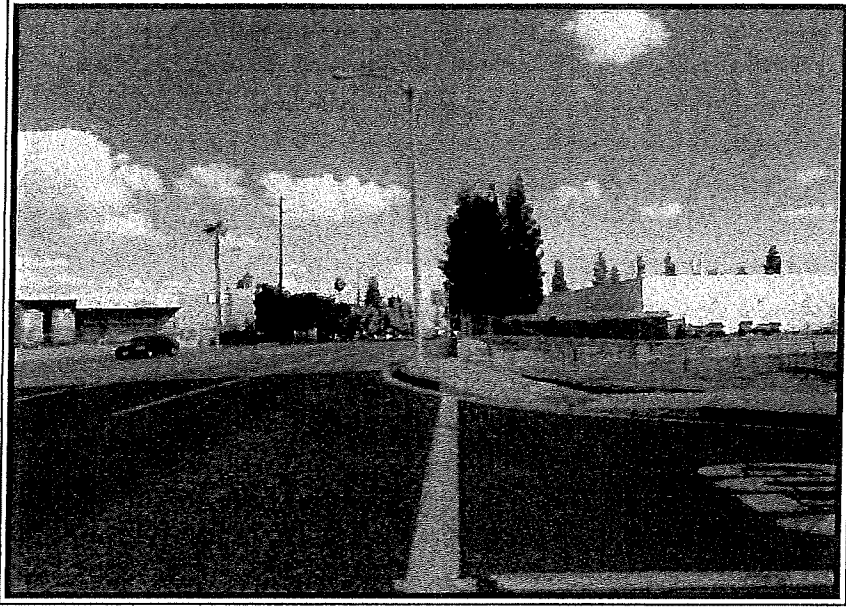


Looking Easterly from Turnbull Canyon Road Bridge



Looking Westerly from Turnbull Canyon Road Bridge

SUBJECT PHOTOGRAPHS

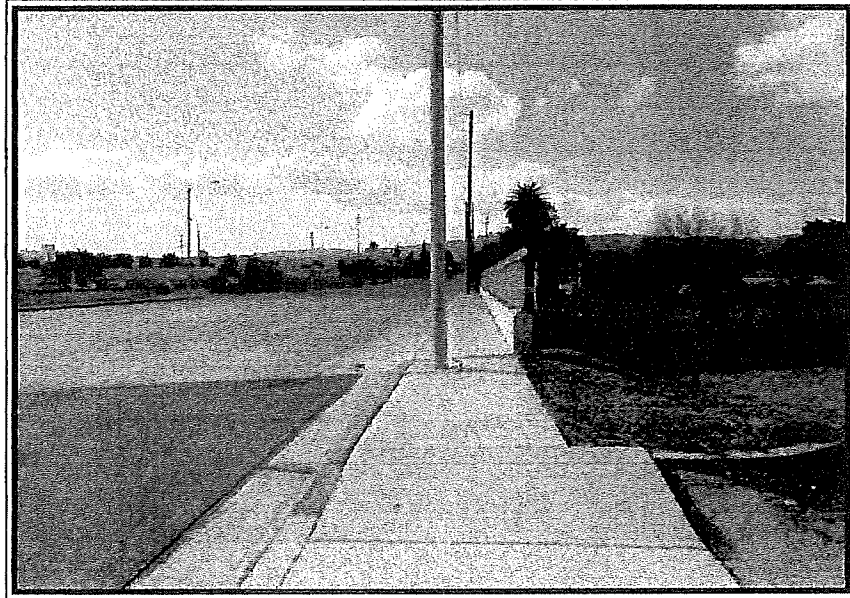


Looking Northerly at Acquisition 1P-1RE

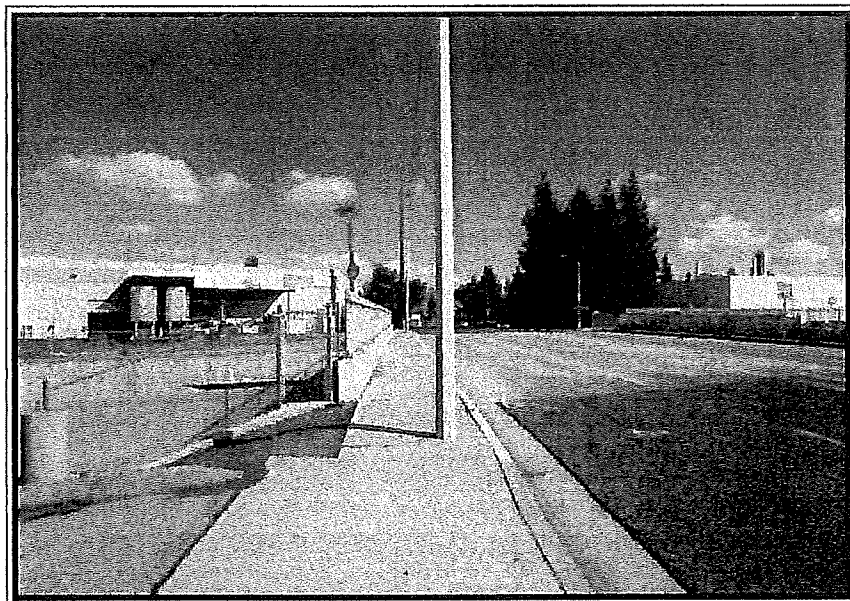


Looking Southerly at Acquisition 1P-1RE

SUBJECT PHOTOGRAPHS



Looking Southerly at Acquisition IP-2RE



Looking Northerly at Acquisition IP-2RE

SUBJECT PROPERTY DATA

OWNERSHIP

Los Angeles County Flood Control District

LOCATION

East and west of Turnbull Canyon Road, approximately 400 feet south of Don Julian Road in the City of Industry and in unincorporated Los Angeles County

ASSESSOR'S PARCEL NUMBER

8208-015-902, 8208-017-904 & 8208-026-902

LEGAL DESCRIPTION

A portion of Lots 6 and 7 of Block 20 and portions of Lots 1 and 8 of Block 21, Tract No. 1343, as shown on map filed in Book 20, pages 10 and 11, of Maps, in the office of the Recorder of the County of Los Angeles

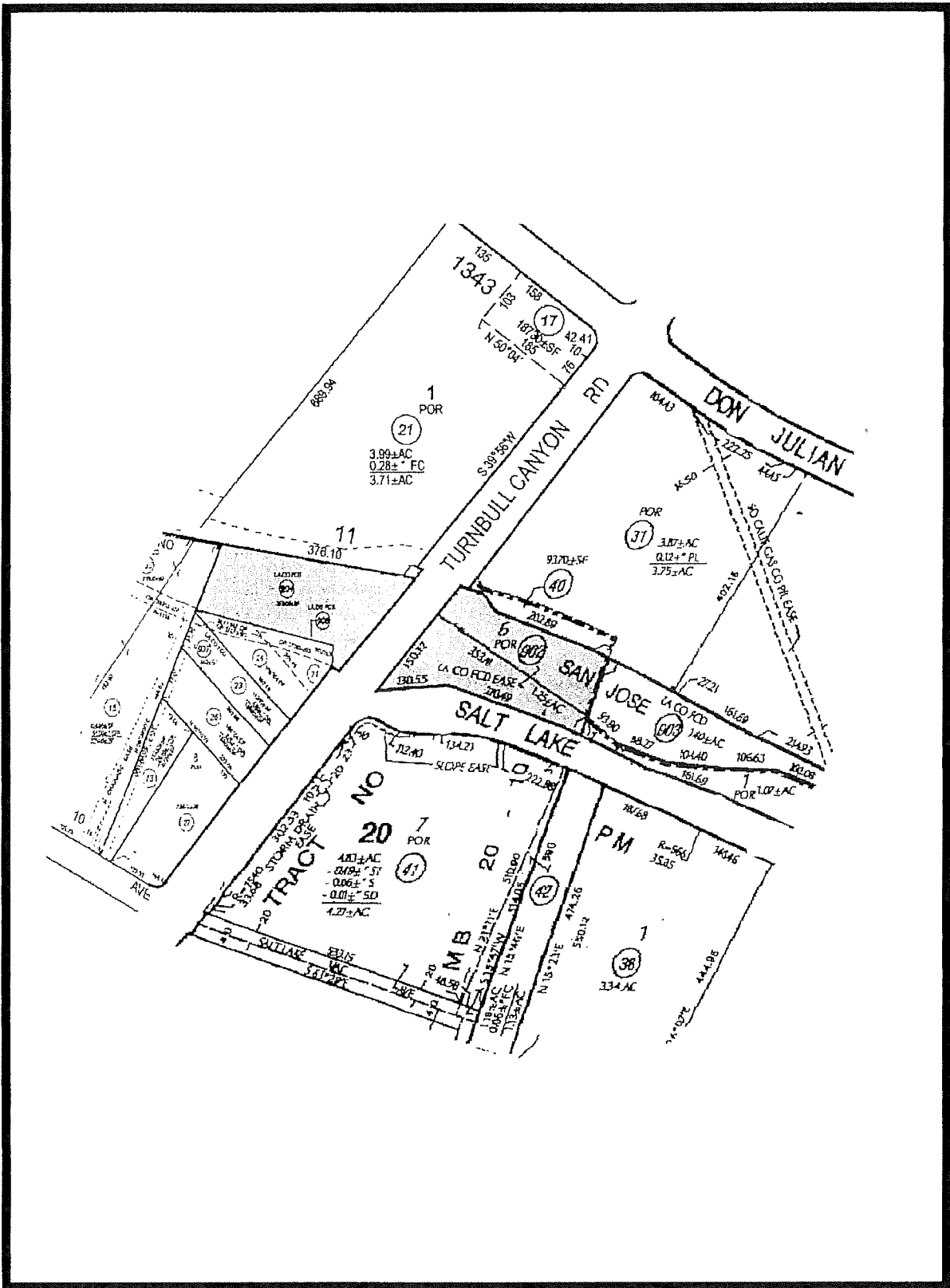
SALES HISTORY

The subject property was acquired under the current ownership more than five years ago. There have been no other known sales or transfers of the subject property since that time.

TAXES

The subject property has a special tax status because it is owned by a government agency. However, surrounding properties are taxed at a rate of approximately 1.8724%% of the assessed value plus direct assessments.

PLAT MAP



ZONING

The subject property does not have a specific zoning classification. However, the area from the center line of Turnbull Canyon Road west is zoned M-1 which is a Light Manufacturing classification for Los Angeles County. Development standards include a maximum floor area ratio of 1.0 and a height limit of 13 times the buildable area. There are no setback, site coverage or minimum lot area requirements. The area from the center line of Turnbull Canyon Road east is zoned I which is an industrial classification in the City of Industry. Development standards include a maximum floor area ratio of .33 for lots smaller than 50,000 square feet, .40 for lots between 50,000 and 60,000 square feet and .50 for lots in excess of 60,000 square feet. Street setbacks are 30 feet and the maximum building height is 100 feet.

SITE DATA

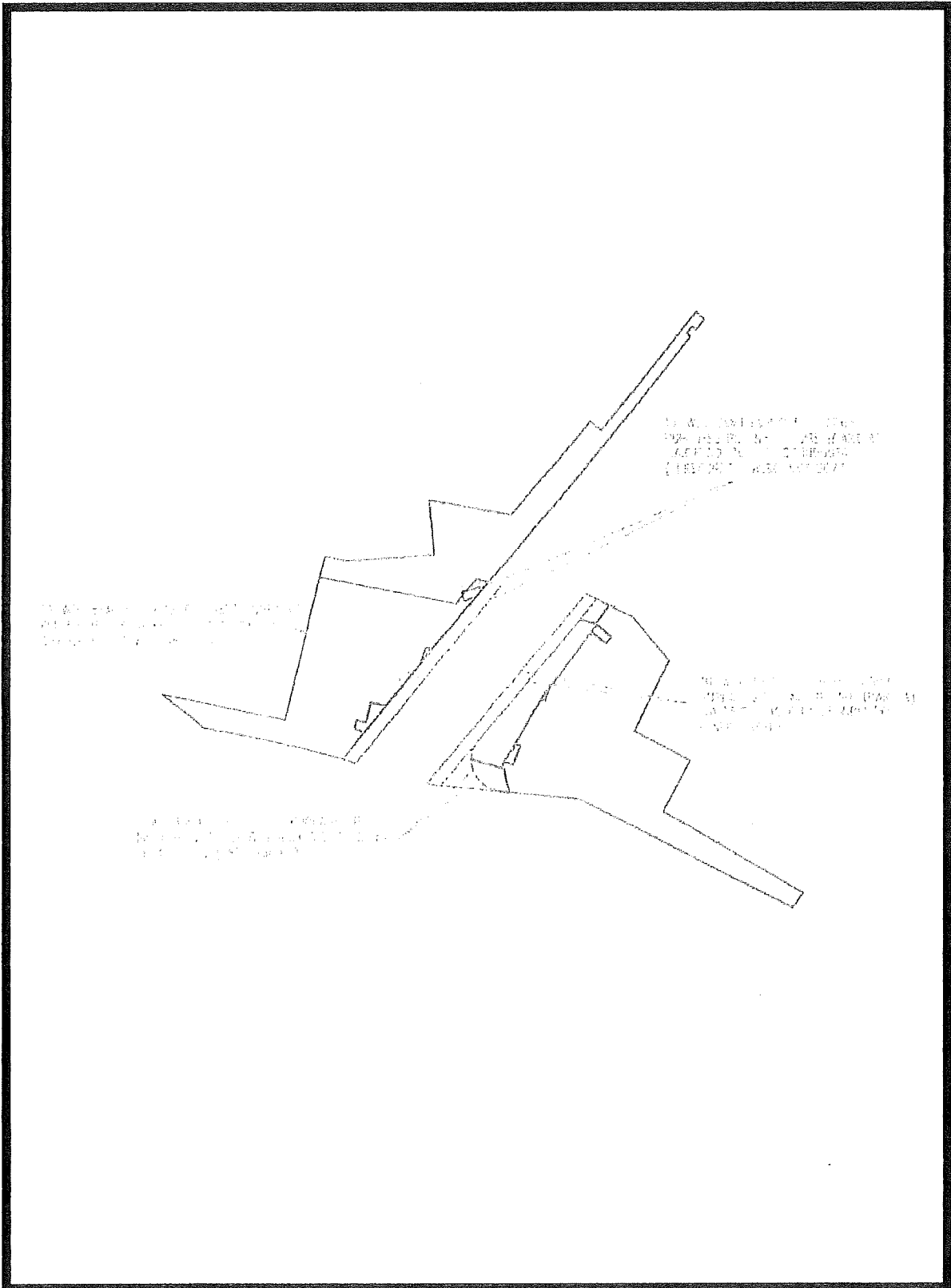
The subject site consists of three Assessor parcels and contains a total gross area of 89,072 square feet according to the County Assessor records. The shape and plottage of the site can be seen on the Plat Map on the previous page. The site is irregularly shaped and is divided by Turnbull Canyon Road. There is approximately 200 feet of frontage on Turnbull Canyon Road. The site extends about 332 feet west and approximately 315 feet east of Turnbull Canyon Road. The site is currently utilized as a flood control channel.

PROPOSED PARTIAL ACQUISITIONS

There are two roadway easements required from the subject property. These easements are identified as 1P-1RE and 1P-2RE. The general shape and location of the proposed acquisitions can be seen on the Part Take Exhibit on the following page.

Easement 1P-1RE is located on the east side of Turnbull Canyon Road and contains a total of 2,686 square feet. This easement is approximately 10 wide with the exception of the most southerly portion which has a radius curve to Salt Lake Avenue. Easement 1P-2RE contains 1,984 square feet and is located on the west side of Turnbull Canyon Road. This easement is 10 feet wide for its entire length. Currently, both easement areas are improved with the existing bridge structure and Turnbull Canyon Road right-of-way.

PART TAKE EXHIBIT



HIGHEST AND BEST USE

The principle of highest and best use is that a property tends to be put to its optimum economic potential in a competitive market over a given period of time. Value is based on utility or useability. If a property has no use, it has no economic value. The use to which a property can be put dictates its economic value. Highest and Best Use is defined as “The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value”.

The subject property is part of a larger utility corridor which extends for several miles in both directions. Based on the need for flood control measures, there is no reasonable probability that the subject property will be abandoned in the foreseeable future. As a result, the only likely use for the subject property is for continued use as a utility corridor. Therefore, highest and best use of the subject property is as a utility corridor.

In the after condition, the subject will be encumbered by the proposed roadway easement. However, the remainder parcel will have the same utility as it did in the before condition with the existing flood control channel. As a result, the highest and best use in the after condition is for a utility corridor.

LAND SALES SUMMARY

SALE	LOCATION	DATE	PRICE	SIZE	PRICE/SF	LOCATION	IMPROVEMENTS
1	9623 Rush Street, South El Monte	7-19	\$1,200,000	27,189 SF	\$44.14	Slightly Inferior	None
2	2727 Rosemead Blvd., South El Monte	4-19	\$1,090,000	26,410 SF	\$41.27	Slightly Superior	None
3	14835 Clark Avenue, Hacienda Heights	9-18	\$3,000,000	61,451 SF	\$48.82	Comp	Partially paved, perimeter fencing
4	2310 Seaman Avenue, South El Monte	4-18	\$ 499,000	12,832 SF	\$38.89	Inferior	SFR removed by the buyer
5	19650 San Jose Avenue, Rowland Heights	3-18	\$2,175,000	46,782 SF	\$46.49	Comp	Paved, fenced, small office
Subject				89,072 SF			

VALUATION ANALYSIS

Basis of Valuation

The highest and best use of the subject property is for continued use as a utility corridor. According to the Caltrans appraisal guidelines and the Surface Transportation Board, transportation corridors and rights-of-way are generally valued using an “across the fence” methodology. In other words, it is assumed that the rights-of-way have the same unit value as other nearby properties as distinguished from valuing the right-of-way as a separate entity. Further, no consideration is given to the shape, topography, size, access or transverse crossings of the right-of-way as factors affecting its desirability, utility, or value.

In valuing the underlying land as if vacant, a Sales Comparison Approach was considered the most appropriate valuation method. This approach is based on the principle that the value of a property tends to be set by the price at which comparable properties have recently been sold or for which they can be acquired. An analysis was made of the uses adjoining the subject property. The most likely use of the subject property, if it were not a portion of a utility corridor, would be for industrial use based on the adjacent uses.

Valuation of the Underlying Land

A search was made for sales and listings of industrial land in the competitive area surrounding the subject property. As a result of this search, five sales were found which were considered useful in valuing the subject property. These sales are summarized on the opposing page.

Sale 1 is the most recent sale and is located about 5.5 miles easterly of the subject property in the City of South El Monte. This location is considered slightly less desirable than the subject location due the quality of the surrounding uses. This site is also long and narrow which affects its development potential. This site is somewhat smaller than the than the subject site which tends to increase the unit value. The slightly inferior location and narrow shape are considered more of an influence on value than the smaller size. As a result, this sale is considered to set a lower limit of value for the subject property.

Sale 2 is located about 6 miles westerly of the subject property on Rosemead Boulevard in South El Monte. This location has more commercial potential than the subject property and is therefore considered slightly more desirable. However, the shape of the property is very irregular and dramatically affects the development potential. Further, this site is also smaller than the subject property. The shape of the site is considered more of an influence on value than the location or size making this sale a lower limit indicator of value.

Sale 3 is located about 1.2 miles westerly of the subject property on Clark Avenue. The uses surrounding this property are considered fairly comparable to those near the subject location. This site is also slightly smaller than subject property. This property was improved with partial asphalt paving and perimeter fencing at the time of sale. The property was purchased for bus parking and repair. As such, the site improvements were of value to the buyer. Overall, this sale is considered a slightly upper limit indicator of value.

Sale 4 is located just over 5 miles westerly of the subject property near Sale 1. This property is on a narrow local industrial street which is much less desirable than the subject location. Further, the surrounding uses are of lesser quality than the uses surrounding the subject. The property also had a 1,260 square foot house and 400 square foot garage at the time of sale which the buyer removed. Though this property is much smaller than the subject site, the inferior location and street make it a lower limit of value indicator.

Sale 5 is located just under 6 miles easterly of the subject property on San Jose Avenue in Rowland Heights. This location is considered fairly comparable to the subject location. This site is also smaller than the subject property. This property was purchased for additional parking by one of the nearby property owners. Overall, this sale is also considered a slightly upper limit indicator due to the smaller size.

The sales were analyzed on a price per square foot basis. The price per square foot is a unit of comparison which is derived by dividing the size of the land into the purchase price. The sales were adjusted to reflect the influences of contributory improvement value, demolition costs and market conditions. The adjusted unit values were then used to qualitatively bracket the value of the subject property.

Sales 3 and 5 had improvements which were of value to the buyers. Sale 3 had paving and perimeter fencing. Using the depreciated cost new as provided by Marshall and Swift Valuations Services, the existing improvements had an estimated value of \$30,000 or \$0.49 per square foot of land area. Sale 5 had a older house which was used as an office, a storage garage, perimeter fencing and asphalt paving. The depreciated cost new of these items was estimated at \$100,000 or \$2.14 per square foot of land.

Sale 4 had improvements which the buyers removed after purchasing the property. Using Marshall and Swift Valuation Services, the demolition costs were estimated at \$10,000 or \$0.78 per square foot of land area.

The adjustment for market conditions was based on studies by Voit Commercial Real Estate and Colliers International for industrial properties in San Gabriel Valley industrial market. These studies indicated annual increases from 7.0% to 13.8% in 2018. However, the market appears to have stabilized since the beginning of the year. As a result, appreciation was estimated at 10% annually through 2018.

The adjustments to the sales are as follows:

SALE	1	2	3	4	5
Price/SF	\$45.97	\$41.27	\$48.82	\$38.89	\$46.49
Contributory Impts.	.00	.00	- .49	.00	- 2.14
Demolition Costs	.00	.00	.00	+ .78	.00
Market Conditions	<u>.00</u>	<u>.00</u>	<u>+ 1.61</u>	<u>+ 2.98</u>	<u>+ 3.70</u>
Adj. Price/SF	\$45.97	\$41.27	\$49.94	\$42.65	\$48.05

The adjusted unit values for the five sales range from \$41.27 to \$49.94 per square foot. Sales 1, 2 and 4 set lower limits of value for the subject property with a range from \$41.27 to \$45.97 per square foot. Sales 3 and 5 are considered to set the upper limits of value with a range from \$48.05 and \$49.94 per square foot. Based on these adjusted sales, a unit value of \$48.00 per square foot was considered appropriate for the unencumbered fee of the underlying land.

Underlying Land 89,072 SF @ \$48.00 = \$4,275,456
\$4,275,000 (rounded)

Valuation of the Roadway Easements

The proposed roadway easements contain a total area of 4,670 square feet. These areas are required for a bridge over the existing storm drain channel. Since construction of the bridge will not hinder the flood control channel use, this area will become joint use for two different right-of-way. Since both the underlying fee owner and the easement owner use the same area for different uses, the value of the easement area is considered to be 50% of the underlying fee value or \$24.00 per square foot.

Roadway Easement 4,670 SF @ \$24.00 = \$112,080
\$112,100 (rounded)

Severance Damages and Benefits

The subject property was analyzed in its after condition in order to estimate if any diminution in value (or benefit) to the remainder has occurred as a result of the partial acquisitions or the construction in the manner proposed. In the after condition, partial acquisitions do not hinder the subject property's ability to be used as a utility corridor. As such, no permanent damages were found to accrue to the remainder parcel. Further, the project does not create any tangible benefits to the Remainder Parcel.

RECAPITULATION AND FINAL OPINION OF VALUE

Value of the Larger Parcel	\$4,275,456 (unrounded)
Value of the Roadway Easement Acquisition	<u>\$ 112,080</u>
Value of the Remainder as Part of the Whole	\$4,163,376
Value of the Remainder	
Fee Area	84,402 SF @ \$48.00 = \$4,051,296
Joint Use Area	4,670 SF @ \$24.00 = <u>\$ 112,800</u>
Total Value	\$4,163,376
Permanent Severance Damages	\$ 0
Benefits	\$ 0
Permanent Net Severance Damages	\$ 0
Total Just Compensation	\$ 112,100

MARKET DATA REPORT NO. 1

LOCATION: 9623 Rush Street, South El Monte

GRANTOR: RTA Properties, Inc.

GRANTEE: AGH Investments, LLC

SOURCE: Christopher Ahn, Listing Agent

PRICE: \$1,200,000 **TERMS:** Not Disclosed

DEED: **Recorded:** 7-5-19
 Document No. 648779

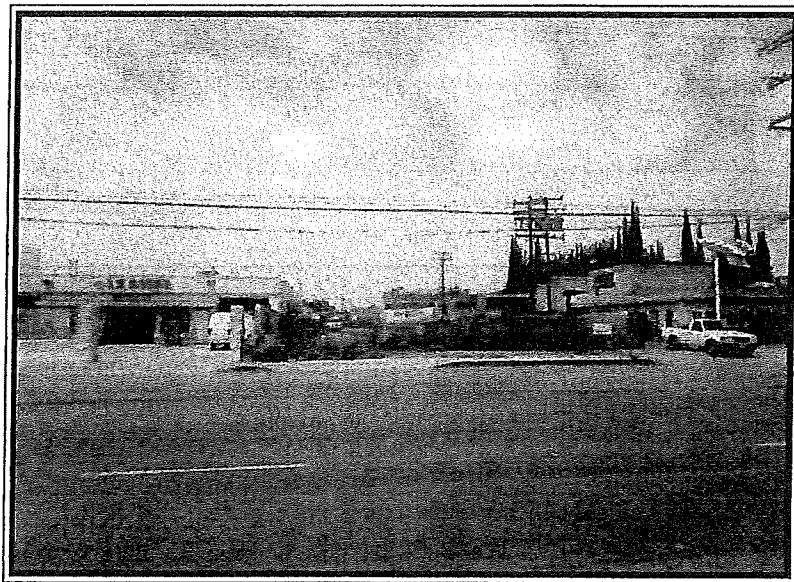
ASSESSOR PARCEL: 8102-021-009

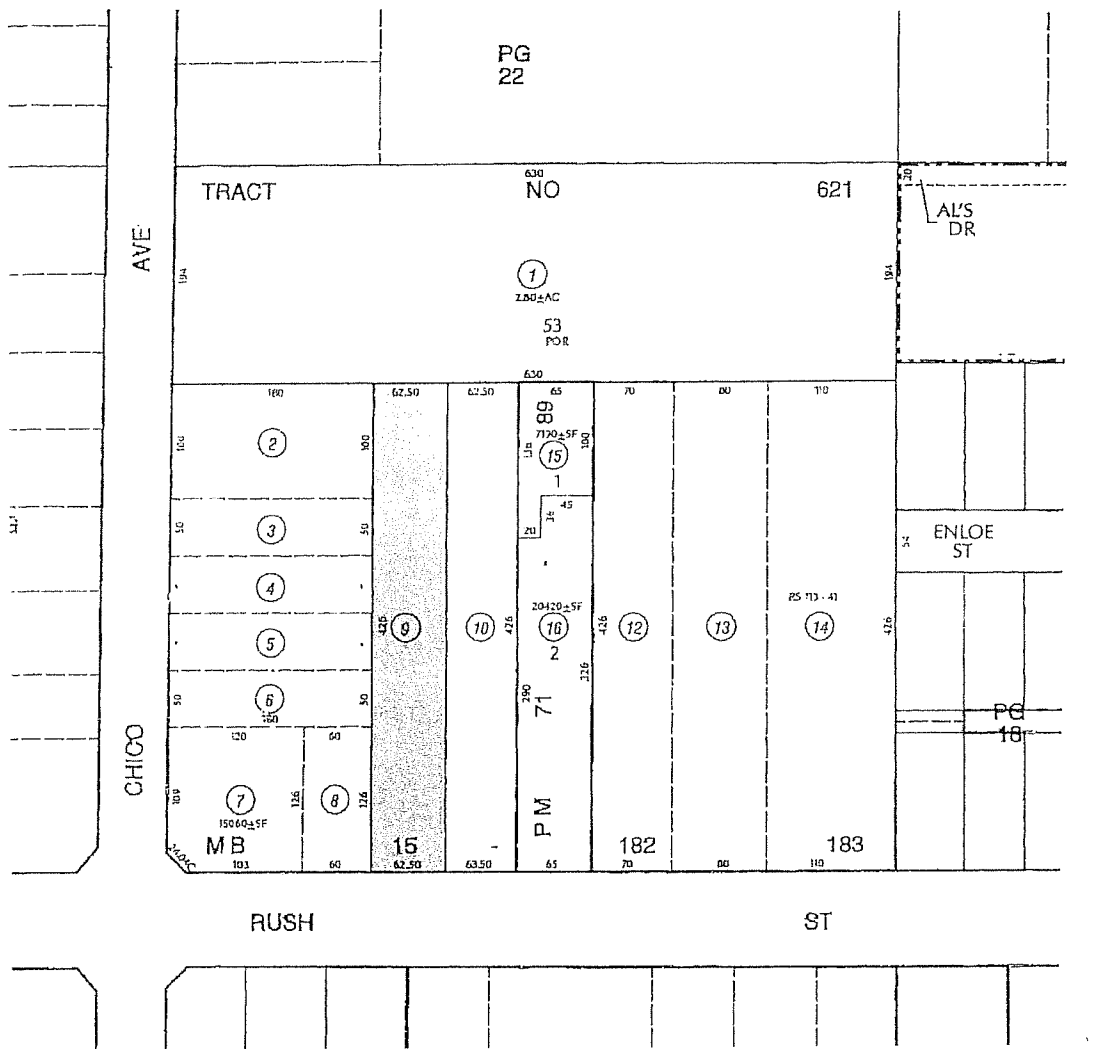
LAND AREA: 27,189 Square Feet

ZONING: M (Manufacturing)

HIGHEST & BEST USE: Industrial Development **CURRENT USE:** Vacant

DATE VIEWED: 6-25-19





MARKET DATA REPORT NO. 2

LOCATION: 2727 Rosemead Boulevard, South El Monte

GRANTOR: Susan Pace Seader and Linda Pace Houston, Co-trustees

GRANTEE: Mr. Yes Investments, LLC

SOURCE: Johnson Chein, Selling Broker

PRICE: \$1,090,000 **TERMS:** Cash

DEED: **Recorded:** 4-15-19
Document No. 0330121

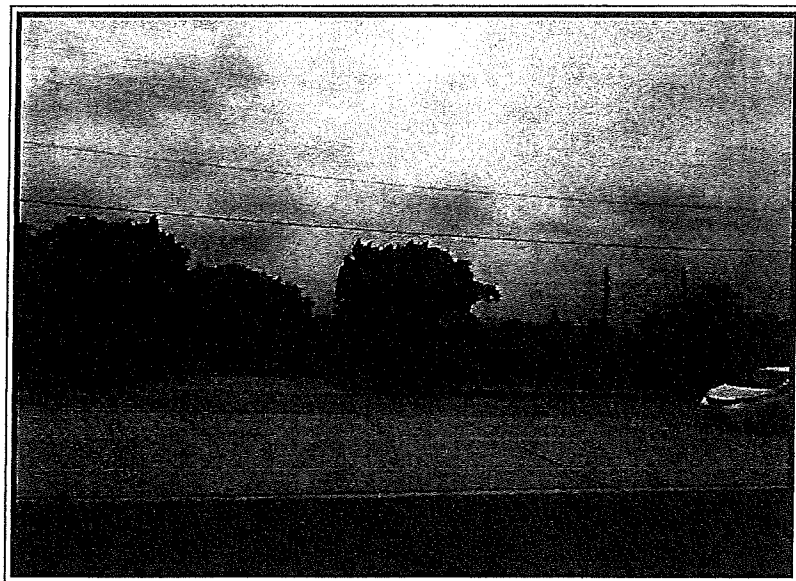
ASSESSOR PARCEL: 5281-002-009, 010 & 011

LAND AREA: 26,410 Square Feet

ZONING: CM (Commercial Manufacturing)

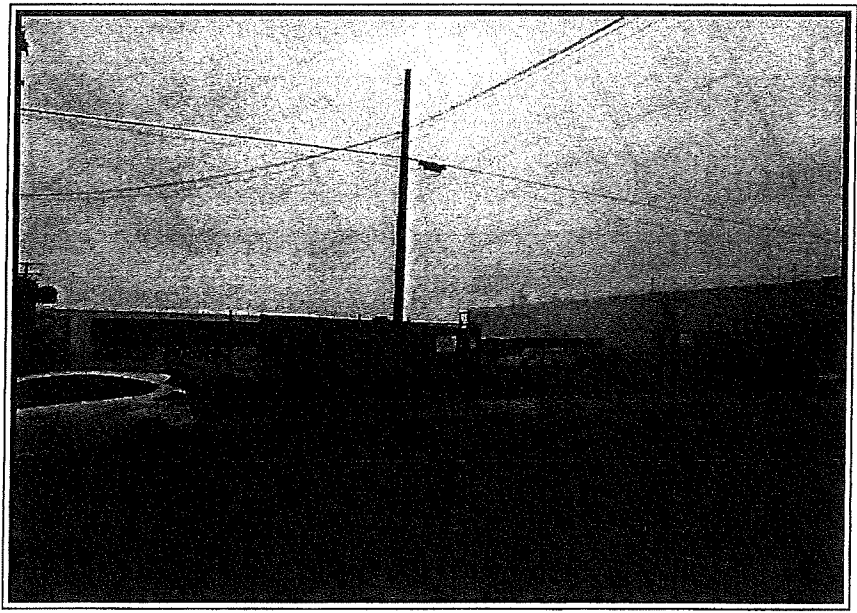
HIGHEST & BEST USE: Industrial Development **CURRENT USE:** Vacant

DATE VIEWED: 6-25-19



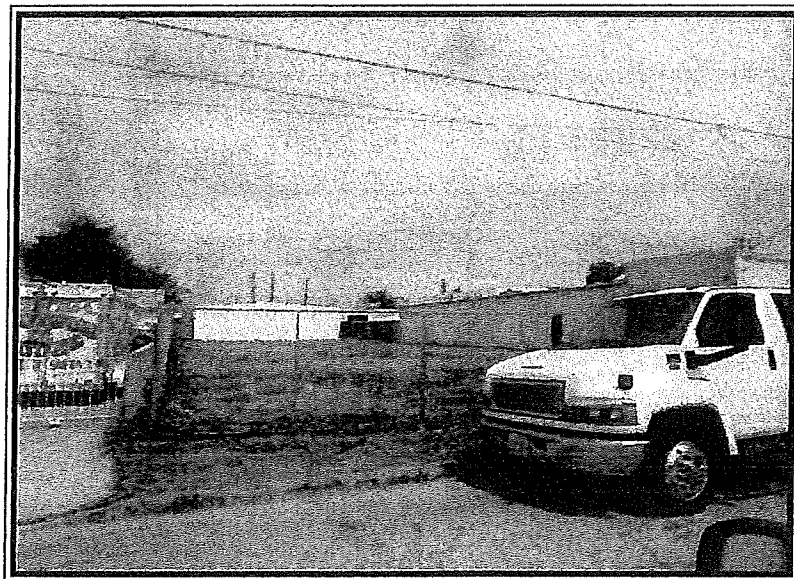
MARKET DATA REPORT NO. 3

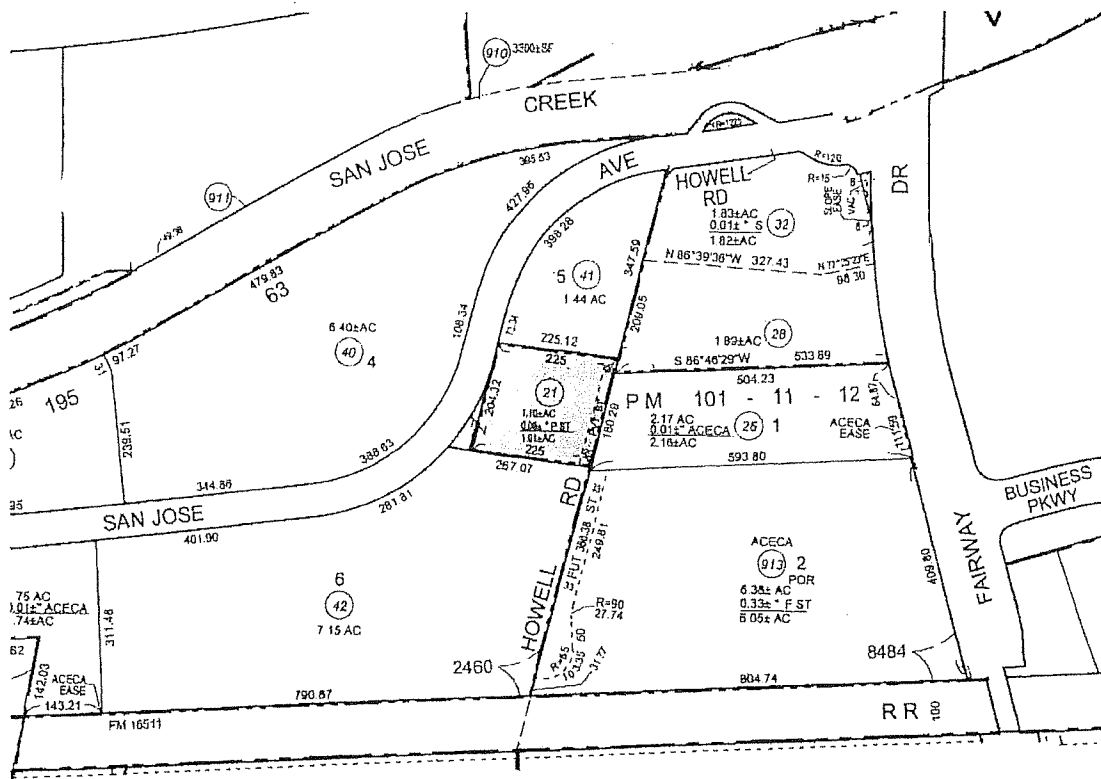
LOCATION: 14835 Clark Avenue, Hacienda Heights
GRANTOR: Descansando Partners LP
GRANTEE: Four-Seasons Bus Services, LLC
SOURCE: Mark Repstad, Selling Broker
PRICE: \$3,000,000 **TERMS:** Cash
DEED: **Recorded:** 9-5-18
 Document No. 897687
ASSESSOR PARCEL: 8217-003-038 & 039
LAND AREA: 61,451 Square Feet
ZONING: M-1.5 (Restricted Heavy Manufacturing)
HIGHEST & BEST USE: Industrial Development **CURRENT USE:** Vacant
DATE VIEWED: 6-25-19



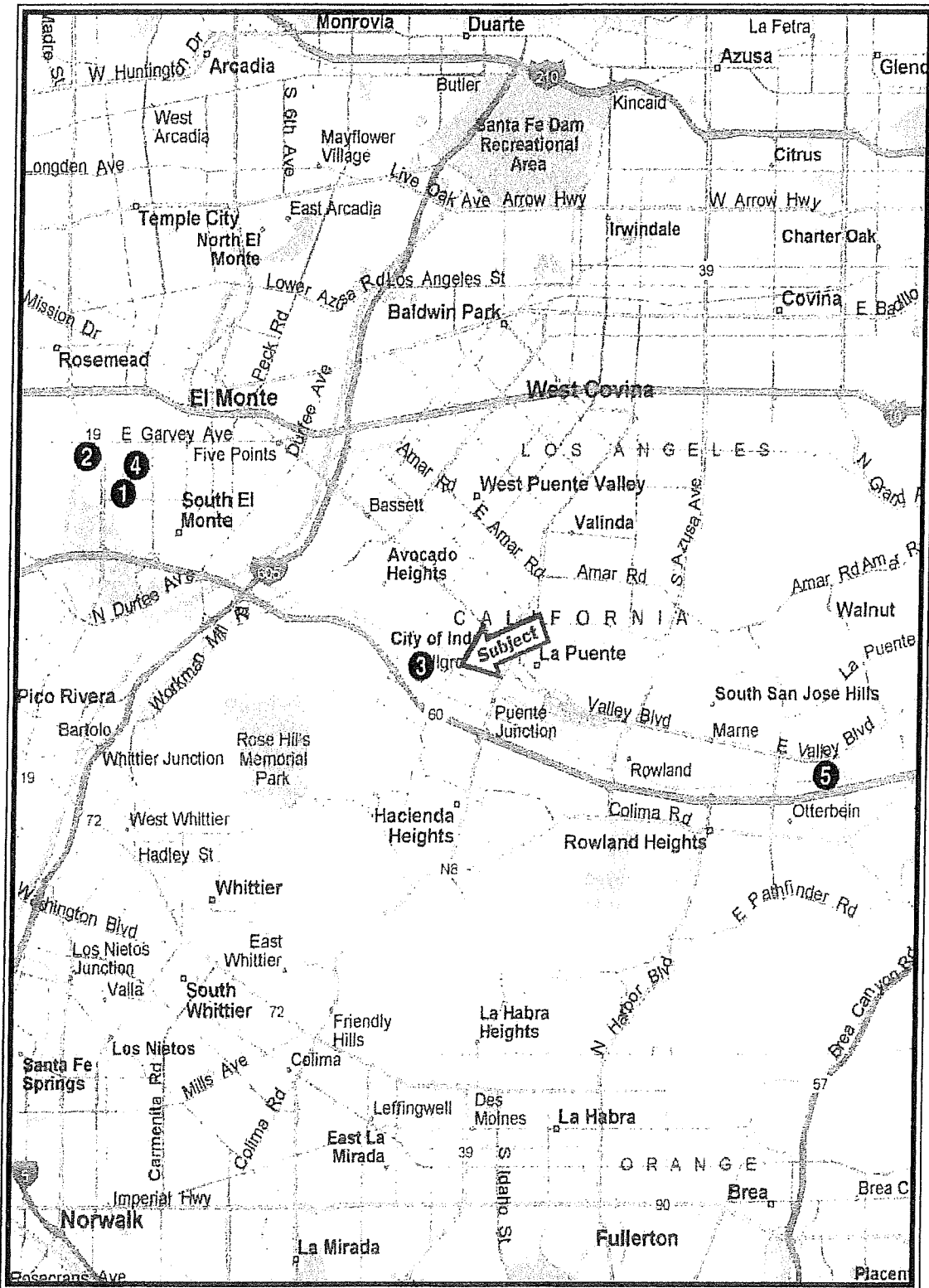
MARKET DATA REPORT NO. 4

LOCATION: 2310 Seaman Avenue, South El Monte
GRANTOR: Akiko Ishigaki Trust
GRANTEE: SEM Investments, LLC
SOURCE: Adam Lugo, Selling Agent
PRICE: \$499,000 **TERMS:** Cash
DEED: **Recorded:** 4-3-18
 Document No. 317999
ASSESSOR PARCEL: 8102-012-016
LAND AREA: 12,832 Square Feet
ZONING: M (Manufacturing)
HIGHEST & BEST USE: Industrial Development **CURRENT USE:** Vacant
DATE VIEWED: 6-25-19





MARKET DATA MAP



QUALIFICATIONS OF THOMAS M. PIKE, JR.

Certified General Real Estate Appraiser

EXPERIENCE: Independent Real Estate Appraiser since 1981
Booth, Crosbie, Holzhauer & Pike - 1981 to 1985
Thomas M. Pike & Associates - 1985 to Present

STATE LICENSE: Certified General Real Estate Appraiser
State License Number AG004424 Expires 11-3-18

PROFESSIONAL MEMBERSHIP: Member of the Appraisal Institute
MAI Designation - Number 7922

EDUCATION: University of California, Irvine
Bachelor of Arts Degree - 1980
Professional Courses: Beginning and Advanced Real Estate Appraisal, Real Estate Appraisal Principles, Basic Valuation Procedures, Residential Valuation, Capitalization Theory and Techniques, Business Practices and Ethics, Uniform Standards of Professional Appraisal Practice, Case Studies in Real Estate Appraisal, Uniform Appraisal Standards for Federal Land Acquisitions, The Appraiser as an Expert Witness, Valuation Analysis and Report Writing

TEACHING: EXPERIENCE: Saddleback College - Associate Faculty 1986-89
Beginning and Advanced Real Estate Appraisal
University of California, Irvine 1993-1995
Beginning and Advanced Real Estate Appraisal

EXPERT WITNESS: Has testified in California Superior Court, Federal Bankruptcy Court, Tax Appeal Hearings and several arbitrations. In addition, he has acted as an arbitrator hearing testimony regarding real property valuation.

AREAS APPRAISED: Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties
California and Maricopa County, Arizona

SPECIAL ASSIGNMENTS: Land/Improvement Apportionment for Tax Purposes, Mass Acquisition Valuations, Valuation of Partial Acquisitions and Severance Damages, Valuation of Leasehold and Leased Fee Estates, Valuation of Air Rights

TYPES OF PROPERTIES: Vacant Land, Residences, Apartments, Retail Stores, Office Buildings, Medical Buildings, Gas Stations, Fast Food Restaurants, Sit-down Restaurants, Mobile Home Parks, Neighborhood and Community Shopping Centers, Bank Buildings, Industrial Buildings, R&D Buildings, Business Parks, Auto & Truck Dealerships, School Sites, Outdoor Advertising Sign Board Sites, Open Space and Rights-of Way

REPRESENTATIVE CLIENTS

GOVERNMENT

California Department of Transportation (Caltrans)
City of Anaheim
City of Brea
City of Claremont
City of Corona
City of Fullerton
City of Hawthorne
City of La Habra
City of Murrieta
City of Newport Beach
City of Norco
City of Palm Springs
City of Riverside
City of Santa Fe Springs
City of South Gate
Lake Elsinore School District
Los Angeles Unified School District
Metropolitan Water District
Metropolitan Transportation Authority (MTA)
Orange County Transportation Authority (OCTA)
Riverside County Transportation Commission (RCTC)
Riverside County Flood Control and Water Conservation District
San Bernardino County Transportation Authority (SBCTA)
San Gabriel Valley Council of Governments (SGVCOG)
Sanitation Districts of Orange County
Three Valleys Municipal Water District
Western Municipal Water District

FINANCIAL INSTITUTIONS

Bangkok Bank
Citibank
Citizens Business Bank
Farmers & Merchants Bank
First Southern National Bank
Key Bank
Provident Life & Accident
Principal Financial Group

LAW FIRMS

Allen Matkins
Borton Petrini
Best, Best and Kieger
Croudace & Dietrich
Fingal, Fahrney & Clark
Galfin, Passon & Greely
Greenberg Glusker
Green & Hall
Hansen Bridget
Hart King Law
Jones & Mayer
Julander, Brown & Bollard
Murphy & Evertz
Palmieri, Tyler, Wiener, Wilhelm & Waldron
Rutan & Tucker
Sheppard, Mullin, Richter & Hampton
Springle & Fink

CORPORATE

Bal Seal Engineering	Los Angeles Freightliner
Burlington Northern and Santa Fe Railway	Olen Properties
Charles Dunn Company	Owens-Corning Fiberglass
Coca Cola Enterprises	Orange County Head Start
Colliers International	Overland, Pacific & Culter
Dial Corporation	Premier Farnell Corporation
Embassy Suites Hotels	Provident Health Services
Dokken Engineering	Rockview Farms
Fireman's Fund Insurance Company	San Diego Gas & Electric
Grubb & Ellis Commercial Real Estate	Scully Transportation Services
HDR Engineering	Sempra Energy
Inco Commercial Brokerage	Southern California Edison
IWA Engineers	Southern Wine and Spirits
Kumho Tires	Union Pacific Railroad Company

APPRAISAL TERMS

Benefit to Remainder

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed (by the plaintiff) whether or not the benefit is caused by a portion of the project located on the part taken. (Section 1263.430-Statutes)

Comparable Sales

When relevant to the determination of the value of property, a witness may take into account as a basis for his opinion the price and other terms and circumstances of any sale or contract to sell and purchase comparable property if the sale or contract was freely made in good faith within a reasonable time before or after the date of valuation. In order to be considered comparable, the sale or contract must have been made sufficiently near in time to the date of valuation, and the property sold must be located sufficiently near the property being valued and must be sufficiently alike in respect to character, size, situation usability, and improvements, to make it clear that the property sold and the being valued are comparable in value and that the price realized for the property sold may fairly be considered as shedding light on the value of the property being valued. (California Statutes; Section 816)

Damage to Remainder

Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following: (a) The severance of the remainder from the part taken. (b) The construction and use of the project for which the property is taken in the manner proposed (by the plaintiff) whether or not the damage is caused by a portion of the project located on the part taken. (Section 1263.420-Statutes)

Easement

An interest in real property that conveys use, but not ownership of a portion of an owner's property. Access or right of way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements. (The Dictionary of Real Estate Appraisal, 4th ed. Appraisal Institute)

Fair Market Value

(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy

but under no particular necessity for doing so, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. (11 California Code of Civil Procedure Section 1263 .320)

Fee Simple (Fee)

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police powers and escheat. (The Dictionary of Real Estate Appraisal, 4th ed. Appraisal Institute)

Highest and Best Use

"The reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value"

Improvements Pertaining to Realty

(a) As used in this article, "improvements pertaining to the realty include any machinery or equipment installed for use on property taken by eminent domain, or on the remainder if such property is part of a larger parcel, that cannot be removed without a substantial economic loss or without substantial damage to the property on which it is installed, regardless of the method of installation." In determining whether particular property can be removed "without substantial economic loss" within the meaning of this section, the value of property in place considered as a part of the realty should be compared with its value if it were removed and sold. (Code of Civil Procedures 1263.205)

Items Pertaining to Realty

Personal property that cannot be removed without substantial physical damage or economic loss. (Code of Civil Procedures 1263 .205)

Larger Parcel

An analytical premise unique to the field of eminent domain valuation. (11 Real Estate Valuation in Litigation, Eaton)

1. In condemnation, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.

2. In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use. (The Dictionary of Real Estate Appraisal, 4th Edition)

Personal Information

The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code 1798.3)

Remainder

In eminent domain condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking. (The Dictionary of Real Estate Appraisal, 4th ed. Appraisal Institute)

Unit Rule, or Undivided Fee Rule

The unit rule has two aspects; one relating to the interests, or estates, into which ownership of real estate may be carved, and the second relating to the various physical components of real estate. The first aspect of the unit rule requires that property be valued as a whole rather than by the sum of the values of the various interests into which it may have been carved, such as lessor and lessee, life tenant and remainderman, and mortgagor and mortgagee, etc. This is an application of the principle that it is the property, not the various interests, that is being acquired. Appurtenant easements and similar use restrictions create an exception to this aspect of the unit rule. When lands are encumbered by such an appurtenant easement, they are valued as encumbered. A second aspect of the unit rule is that different elements or components of a tract of land are not to be separately valued and added together. Such a procedure results in a summation or cumulative appraisal, which is forbidden in appraisals for federal acquisitions, as it is in general real estate appraisal practice. (Uniform Appraisal Standards for Federal Land Acquisitions 2000)

DUPLICATE
RECORDING REQUESTED BY AND
MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attn: Mapping & Property Management Div.
R/W Engineering Section

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM
DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF
THE REVENUE & TAXATION CODE

A.I. N. 8208-015-902 (por.),
8208-017-904 (por.) and
8208-026-902 (por.)

ROAD DEED

For a valuable consideration, receipt of which is hereby acknowledged,
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter
reference to as "District", does hereby grant to CITY OF INDUSTRY, a municipal corporation, hereinafter
referred to as "City", an easement for public road and highway purposes in, on, over and across the real
property situated in the City of Industry, County of Los Angeles, State of California, described in Exhibit "A"
attached hereto and by this reference made a part hereof.

It is understood that the said District grants said easement over only that portion of the
herein-described real property which is owned by said District or in which said District has an interest.

Subject to all matters of record, and to the following reservation and conditions which the City, by
the acceptance of this instrument and/or the exercise of any rights granted herein, agrees to keep and perform,
viz:

1. District reserves the paramount right to use said land for any and all purposes not inconsistent
with the enjoyment of the easement herein granted.
2. City agrees that it will not perform or arrange for the performance of any construction or
reconstruction work in, over and across the land hereinabove described until the plans and
specification for such construction or reconstruction work shall have first been submitted to
and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control
District.
3. City agrees that it will indemnify and save harmless District, its officers, agents and/or
employees from any and all liability, loss or damage to which District, its officers, agents
and/or employees may be subjected as the result of any act or omission by City, its officers,
agents or employees arising out of the exercise by City, or its officers, agents or employees,
of any of the rights granted to it by this instrument.
4. It is expressly understood that the District will not be called upon to construct, repair,
maintain or reconstruct any structure or improvement to be erected or constructed pursuant
to this instrument.

TURNBULL CANYON ROAD 1P-1RF & 1P-2RE
(ISD Parcels 13-21, 13-22 and 13-23)
Affects SAN JOSE CREEK Pabs. 121, 124, 126 & 618
34-RW 23.1 & 23.2 M9552101

Vertical text on the right margin, including "RECORDED" and "INDEXED" stamps, and handwritten notations.

TURNBULL CANYON ROAD
ROAD DEED (Industry) 2 of 5

5. This grant is subject to all valid and existing encumbrances of record, and is subject to the continuing right of the District, and its successors, to use the said land hereof, in common with the City and its successors, with the understanding that after completion of the highway construction work presently contemplated, whenever either party alters or improves its facilities within such common area, such party shall assume the actual and necessary cost, exclusive of betterments, of accommodating the other's facilities located in such common area and necessarily affected by the proposed alterations or improvements, and that neither party will undertake any such alterations or improvements without first submitting to and obtaining the written approval by the other of the plans and specifications thereof, which approval shall not be unreasonably withheld.
- 6 The provisions and agreements contained in this instrument shall be binding upon City, its successors and assigns.

Dated _____

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By _____
Chairman, Board of Supervisors of the
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

JOANNE STURGES
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

PG 2:MP:9:50/ur

TURNBULL CANYON ROAD 1P-1RE and 1P-2RE
{ISD Parcels 13-21, 13-22 and 13-23}
Affects: SAN JOSE CREEK Parcels 121,
124, 126, and 618
I.M. 114-277
34-RW 23.1 and 23.2
First District
T.G. 46(D6)Old/638(B7)New
A.M.B. 8208-015-902 (Por.)
8208-017-904 (Por.)
8208-026-902 (Por.)

DESCRIPTION

PARCEL No. 1P-1RE (Outgrant of an easement for public street purposes):

Part A:

Those portions of Lots 6 and 7, Block 20, Tract No. 1343, as shown on map filed in Book 20, pages 10 and 11, of Maps, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the intersection of the northwesterly line of said Lot 6 and that certain course having a length of 45.28 feet in the generally southwesterly boundary of Parcel 1 of Parcel Map No. 224, as shown on map filed in Book 180, pages 68 and 69, of Parcel Maps, in the office of said recorder; thence southwesterly along the northwesterly lines of said Lots 6 and 7 to that certain course having a bearing and length of S. 64°23'21" E. 130.55 feet in the generally northerly boundary of that certain parcel of land described in deed recorded in Book D5535, page 950, of Official Records, in the office of said recorder; thence easterly along said last-mentioned certain course to a line parallel with and 10 feet southeasterly, measured at right angles, from said northwesterly line of Lot 7; thence northeasterly along said parallel line to said southwesterly boundary of Parcel 1; thence northwesterly along said southwesterly boundary to the point of beginning.

To be known as TURNBULL CANYON ROAD.

Part B:

Beginning at the intersection of the southeasterly line of above-described Part A and above-mentioned certain course having a length of 130.55 feet; thence easterly along said certain course to a point, said point being the beginning of a curve concave to the northeast and having a radius of 27 feet, tangent to said certain

EXHIBIT "A"

course and tangent to said southeasterly line; thence northerly along said curve to said southeasterly line; thence southwesterly along said southeasterly line to the point of beginning.

To be known as SALT LAKE AVENUE.

The total area of the above-described PARCEL No. 1P-1RE, consisting of two parts, is 2,686 square feet, more or less.

PARCEL No. 1P-2RE (Outgrant of an easement for public street purposes):

Part A:

That portion of the southeasterly 10 feet of Lot 1, Block 21, of above-mentioned Tract No. 1343, lying within that certain parcel of land described as PARCEL NO. 618, in a Final Order of Condemnation had in Superior Court Case No. 855086, a certified copy of which is recorded in Book D3675, page 155, of above-mentioned Official Records.

To be known as TURNBULL CANYON ROAD.

Part B:

That portion of the southeasterly 10 feet of Lot 8 in above-mentioned Block 21, lying within that certain parcel of land described as PARCEL 126, in a Final Judgment had in Superior Court Case No. 577524, a certified copy of which is recorded in Book 37053, page 203, of above-mentioned Official Records.

To be known as TURNBULL CANYON ROAD.

The total area of the above-described PARCEL No. 1P-2RE, consisting of two parts, is 1,984 square feet, more or less.

LP:ayc
wp#218:LDLP1

EXHIBIT "A"

EXHIBIT C

Historical Agreements and Correspondence, dated May 14, 1996

[Attached]



HARRY W. STONE, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (818) 458-5100

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 2, 1996

IN REPLY PLEASE
REFER TO FILE:

C-1

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CASH CONTRACT 6120
TURNBULL CANYON ROAD
VALLEY BOULEVARD TO GALE AVENUE
IN THE VICINITY OF INDUSTRY
SUPERVISORIAL DISTRICT 1
3-VOTES

RECOMMENDATIONS:

That your Board:

1. Approve the enclosed Agreement between the County of Los Angeles and the City of Industry.
2. Instruct the Chairman of the Board to sign the Agreement.
3. Approve the project and adopt the plans and specifications for Cash Contract 6120.
4. Call for bids to be received on June 13, 1996.
5. Instruct the Executive Officer-Clerk of the Board of Supervisors to advertise the project and to seal and return the plans and specifications to the Department of Public Works for filing.

SYN# 88

OF MAY 14 1996

1415

Board of Supervisors
May 2, 1996
Page 2

The County and the City of Industry propose a cooperative project to acquire right-of-way and widen and reconstruct the deteriorated roadway pavement on Turnbull Canyon Road from Valley Boulevard to Gale Avenue and on Proctor Avenue from 400 feet west of Turnbull Canyon Road to Turnbull Canyon Road; widen the bridge on Turnbull Canyon Road over San Jose Creek; and construct a storm drain system. Turnbull Canyon Road is on the County Highway Plans and the improvements are needed and of general County interest. On December 15, 1992, your Board approved the Negative Declaration for this project and determined that the project will have no significant effect on the environment. Plans and specifications are enclosed.

The enclosed Agreement provides for the City and the County to be jointly responsible for right-of-way acquisition and clearance matters for property affected by the project. The County is to perform the preliminary engineering, administer the construction of the project, and finance its jurisdictional share of the construction cost of the road improvements and the entire cost of the storm drain. The agreement further provides for the City to finance its jurisdictional share of the construction cost of the road improvements. Expenditures incurred by the County to date for right of way acquisition and preliminary engineering have been covered by the "Industry Trust Fund" established under City-County Agreement No. 61007 executed in 1989.

The construction cost of the project is currently estimated to be \$3.4 million, with the City's share being \$2.1 million and the County's share being \$1.3 million. Under the terms of the agreement, following the opening of construction bids and upon demand, the City is to deposit sufficient funds with the County to cover the entire estimated construction cost of the project. Once the project is completed and a final accounting of project costs is prepared, the County is to reimburse the City for the County's share of the construction cost.

Funding for this project is included in the 1995-96 Department of Public Works Road Fund and Flood Control Fund Budgets.

SYN# 38

QF MAY 14 1996

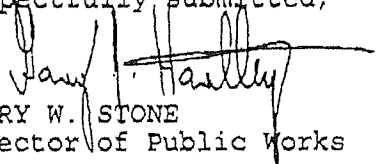
01416

Board of Supervisors
May 2, 1996
Page 3

The contract specifications require the project to be completed in 250 working days. It is estimated that the work will start in August 1996 and be completed in August 1997.

Enclosed are two copies of the Agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to this Department for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,


HARRY W. STONE
Director of Public Works

ESC/LSH:rl
P:\LETTER\ADV\CC6120

Enc.

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

W I T N E S S E T H

WHEREAS, Turnbull Canyon Road is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to acquire right of way and widen and reconstruct the deteriorated roadway pavement on Turnbull Canyon Road from Valley Boulevard to Gale Avenue and on Proctor Avenue from 400 feet west of Turnbull Canyon Road to Turnbull Canyon Road, and to widen the bridge on Turnbull Canyon Road over San Jose Creek, which work is hereinafter referred to as "ROAD IMPROVEMENTS"; and

WHEREAS, CITY and COUNTY further propose to construct a storm drain system in Turnbull Canyon Road from Salt Lake Avenue West to Salt Lake Avenue East, where it joins an existing storm drain, which work is hereinafter referred to as "STORM DRAIN"; and

WHEREAS, ROAD IMPROVEMENTS and STORM DRAIN are together hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional limits of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY and CITY are willing to be jointly responsible for right of way acquisition and clearance matters for property affected by PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY is also willing to perform the preliminary engineering for PROJECT; and

WHEREAS, all expenditures incurred by COUNTY for right of way acquisition and clearance matters and preliminary engineering for PROJECT, currently estimated to be One Million Two Hundred Forty Thousand Dollars (\$1,240,000), are to be paid from the Two Million Five Hundred Thousand Dollars (\$2,500,000) initially deposited in the "Industry Trust Fund", established in COUNTY treasury, as set forth in COUNTY-CITY Agreement No. 61007,

approved by the Board of Supervisors of COUNTY on April 4, 1989;
and

WHEREAS, COUNTY is willing to perform the contract administration, construction inspection and engineering, materials testing, detour signing and striping, and construction survey for PROJECT; and

WHEREAS, "CONSTRUCTION COST OF ROAD IMPROVEMENTS" includes the costs of construction contract, construction engineering and contract administration related to ROAD IMPROVEMENTS, as more fully set forth herein; and

WHEREAS, "CONSTRUCTION COST OF STORM DRAIN" includes the costs of construction contract, construction engineering and contract administration related to STORM DRAIN, as more fully set forth herein; and

WHEREAS, CONSTRUCTION COST OF ROAD IMPROVEMENTS and the CONSTRUCTION COST OF STORM DRAIN are together hereinafter referred to as "CONSTRUCTION COST OF PROJECT"; and

WHEREAS, CITY and COUNTY are willing to finance their respective jurisdictional shares of CONSTRUCTION COST OF ROAD IMPROVEMENTS; and

WHEREAS, COUNTY is willing to finance the entire CONSTRUCTION COST OF STORM DRAIN, currently estimated to be Two Hundred Seventy-six Thousand Dollars (\$276,000); and

WHEREAS, CONSTRUCTION COST OF ROAD IMPROVEMENTS is currently estimated to be Three Million One Hundred Twenty-four Thousand Dollars (\$3,124,000), with COUNTY'S share being One Million Twenty Thousand Dollars (\$1,020,000) and CITY'S share being Two Million One Hundred Four Thousand Dollars (\$2,104,000); and

WHEREAS, CITY is willing to deposit the necessary funds with COUNTY to finance CONSTRUCTION COST OF PROJECT in order to proceed with the construction of PROJECT at the earliest possible time; and

WHEREAS, COUNTY is willing to reimburse CITY, based on a final accounting of PROJECT costs following the completion of PROJECT, for CONSTRUCTION COST OF STORM DRAIN and COUNTY'S jurisdictional share of CONSTRUCTION COST OF ROAD IMPROVEMENTS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To be responsible for all right of way acquisition and clearance matters for property affected by PROJECT as follows:
 1. All property within CITY'S jurisdiction, except for that property owned by the LACFCD, which is to be acquired by COUNTY on behalf of CITY.
 2. Property owned by the Los Angeles and Salt Lake Railroad within COUNTY'S jurisdiction.

- b. To finance CITY'S jurisdictional share of CONSTRUCTION COST OF ROAD IMPROVEMENTS, the amount of which is determined by a final accounting of PROJECT costs, currently estimated to be Two Million One Hundred Four Thousand Dollars (\$2,104,000).

- c. To deposit with COUNTY, following the opening of construction bids for PROJECT and upon demand by COUNTY, an amount equal to the total CONSTRUCTION COST OF PROJECT, currently estimated to be Three Million Four Hundred Thousand Dollars (\$3,400,000). Said demand will consist of a billing invoice prepared by COUNTY.

- d. If CITY'S jurisdictional share of COST OF ROAD IMPROVEMENTS, based upon the final accounting, exceeds CITY'S deposit, as set forth in paragraph (1) c., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand will consist of a billing invoice prepared by COUNTY.

- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract and in all things necessary and proper to complete PROJECT.

- f. Upon completion of PROJECT, to maintain in good condition and at CITY expense all ROAD IMPROVEMENTS constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To be responsible for all right of way acquisition and clearance matters for property affected by PROJECT as follows:
 - 1. All property within COUNTY'S jurisdiction, except for that property owned by the Los Angeles and Salt Lake Railroad, which is to be acquired by CITY on behalf of COUNTY.
 - 2. Property owned by the LACFCD within CITY'S jurisdiction.
- b. To perform the preliminary engineering and contract administration, construction inspection and engineering, materials testing, detour signing and striping, and construction survey for PROJECT.
- c. To finance COUNTY'S jurisdictional share of CONSTRUCTION COST OF ROAD IMPROVEMENTS, the amount

of which is determined by a final accounting of PROJECT costs.

- d. To finance CONSTRUCTION COST OF STORM DRAIN, the amount of which is determined by a final accounting of PROJECT costs.
- e. To furnish CITY, within One Hundred Eighty (180) calendar days after final acceptance of PROJECT and Board of Supervisors' approval of final payment to contractor, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- f. Upon completion of PROJECT and based on the final accounting of PROJECT costs, as set forth in paragraph (2) e., above, to pay to CITY an amount equal to CITY'S deposit, as set forth in paragraph (1) c., above, less CITY'S jurisdictional share of CONSTRUCTION COST OF ROAD IMPROVEMENTS. Said amount is currently estimated to be One Million

Two Hundred Ninety-six Thousand Dollars
(\$1,296,000).

- g. Before advertising for construction bids, to obtain approval from CITY'S engineer of those portions of PROJECT plans which indicate work to be done or improvements to be constructed which are within CITY'S jurisdictional boundaries.
- h. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The "CONSTRUCTION COST OF ROAD IMPROVEMENTS," as referred to in this AGREEMENT, shall consist of the costs of the portion of the construction contract for ROAD IMPROVEMENTS, required materials, detour and final signing and striping, construction engineering and inspection, construction survey, utility relocation, contract

administration, and all other work necessary to construct ROAD IMPROVEMENTS in accordance with the approved plans, and shall include currently effective percentages added to total salaries, wages and equipment costs to cover overhead, administration and depreciation in connection with any or all of the aforementioned items.

- b. The "CONSTRUCTION COST OF STORM DRAIN," as referred to in this AGREEMENT, shall consist of the costs of the portion of the construction contract for STORM DRAIN, required materials, detour signing and striping, construction engineering and inspection, construction survey, utility relocation, contract administration, and all other work necessary to construct STORM DRAIN in accordance with the approved plans, and shall include currently effective percentages added to total salaries, wages and equipment costs to cover overhead, administration and depreciation in connection with any or all of the aforementioned items.

c. The "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of CONSTRUCTION COST OF ROAD IMPROVEMENTS plus CONSTRUCTION COST OF STORM DRAIN.

d. The "cost of right of way acquisition and clearance matters", as referred to in this AGREEMENT, shall consist of the costs of investigating and preparing search maps for right of way identification, property appraisals, title reports, preparation of legal descriptions, acquiring any parcels of land and easements, including negotiations, condemnation activities and escrow costs, clearing any improvements within right of way, obtaining permits to enter other property, incidental and litigation expenses and all other work necessary to acquire right of way, and shall include currently effective percentages added to total salaries, wages and equipment costs to cover overhead, administration and depreciation in connection with any or all of the aforementioned items.

- e. The cost of "preliminary engineering", as referred to in this AGREEMENT, shall consist of the total of all costs of environmental documentation, design survey, soils report, traffic index and geometric investigation, preparation of plans, specifications and cost estimates, utility engineering and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages and equipment costs to cover overhead, administration and depreciation in connection with any and all of the aforementioned items.

- f. The cost of the "construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT.

- g. That all expenditures incurred by COUNTY for right of way acquisition and clearance matters and preliminary engineering for PROJECT are to be paid from the Two Million Five Hundred Thousand Dollars

(\$2,500,000) initially deposited in the "Industry Trust Fund", established in the COUNTY treasury, as set forth in COUNTY-CITY Agreement No. 61007, approved by the Board of Supervisors of COUNTY on April 4, 1989.

- h. The final accounting of the actual total COST OF ROAD IMPROVEMENTS shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements related to the ROAD IMPROVEMENTS (including all engineering, administration and all other nonconstruction contract costs incident to any such work or improvement) located within CITY'S jurisdiction shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the total COST OF ROAD IMPROVEMENTS. The cost of all work or improvements related to ROAD IMPROVEMENTS (including all engineering, administration and all other nonconstruction contract costs incident to any such work or improvement) located within COUNTY'S jurisdiction shall be borne by COUNTY.

Such costs constitute COUNTY'S jurisdictional share of the total COST OF ROAD IMPROVEMENTS.

- i. CITY shall review all project billing invoices prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works (DPW) within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within thirty (30) calendar days after the date of said invoice. DPW shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of DPW's written justification.

- j. COUNTY, at any time, may, at its sole discretion, designate an alternative deposit mailing address and an alternative schedule for deposit of CITY

funds, if applicable. CITY shall be notified of such changes by invoice.

- k. This AGREEMENT shall not take effect unless and until COUNTY, pursuant to Section 1700 of the Streets and Highways Code of the State of California, declares the portions of Turnbull Canyon Road and Proctor Avenue between PROJECT limits within CITY to be a part of COUNTY System of Highways for the purpose of constructing the improvements described herein and CITY, pursuant to Section 1701 of aforementioned Code, shall consent to said street becoming part of COUNTY System of Highways for said purpose.

- l. Neither COUNTY, nor any officer or employee of COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to

Government Code, Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- . m. Neither CITY, nor any officer or employee of CITY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in

connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

- n. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32379 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF INDUSTRY on April 25, 1996, and by the COUNTY OF LOS ANGELES on MAY 14 1996, 1996.

ATTEST:

JOANNE STURGES
Executive Officer-Clerk of
the Board of Supervisors



By Sepia J. Delaloba
Deputy

By Mike Antonovich
Chairman, Board of Supervisors

ATTEST:

CITY OF INDUSTRY

By Phuc Dao
City Clerk

By John Curran
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

38

MAY 14 1996

DE WITT W. CLINTON
County Counsel

Joanne Sturge
JOANNE STURGES
EXECUTIVE OFFICER

By Francis E. Scott
County Attorney

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.
JOANNE STURGES
Executive Officer
Clerk of the Board of Supervisors



(TURNBULL, IND)

By Sepia J. Delaloba
Deputy

SYN# 38 OF MAY 14 1996

61435