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# SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

## REGULAR MEETING AGENDA

JUNE 25, 2020 8:30 A.M.



Chair Cory C. Moss  
Vice Chair Cathy Marcucci  
Board Member Abraham Cruz  
Board Member Mark D. Radecki  
Board Member Newell Ruggles

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

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### 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 Successor Agency 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: 645 895 842#. 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 Successor Agency meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, June 23, 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 Successor Agency 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 Successor Agency 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 Successor Agency 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. **CONSENT CALENDAR**

5.1 Consideration of the Register of Demands for May 14, 2020, May 28, 2020, and June 11, 2020

*RECOMMENDED ACTION: Ratify the Register of Demands.*

5.2 Consideration of the Register of Demands for June 25, 2020

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

5.3 Consideration of a Right of Entry Agreement with Charter Communications Operating, LLC for the property located at 17647 and 17681 Gale Avenue

*RECOMMENDED ACTION: Ratify the Agreement.*

6. **BOARD MATTERS**

6.1 CONSIDERATION OF RESOLUTION NO. SA 2020-01 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY (“SA-IUDA”) ADOPTING THE FY 2020-21 SA-IUDA BUDGET

*RECOMMENDED ACTION: Adopt Resolution No. SA 2020-01.*

7. Adjournment. Next regular Successor Agency meeting will be on Thursday, July 23, 2020 at 8:30 a.m.

*SUCCESSOR AGENCY*

ITEM NO. 5.1

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
May 14, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	1,721,000.00
221	IUDA PROJECT 1	35,000.00
222	IUDA PROJECT 2	368,445.54
	IUDA PROJECT 3	27,019.05
	TOTAL ALL FUNDS	2,151,464.59

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	1,853,391.79
BOFA	BANK OF AMERICA	298,072.80
	TOTAL ALL BANKS	2,151,464.59

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
May 14, 2020**

Check	Date				Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>						
<b>32627</b>	05/14/2020				<b>CITY OF INDUSTRY</b>	<b>\$1,721,000.00</b>
	Invoice	Date	Description		Amount	
	04/28/20	04/28/2020	SA ADMIN ALLOWANCE FROM 7/1/19-6/30/20-		\$1,721,000.00	
<b>32628</b>	05/14/2020				<b>CNC ENGINEERING</b>	<b>\$85,230.00</b>
	Invoice	Date	Description		Amount	
	500674	04/30/2020	BAKER PKY SLOPE MAINT		\$1,315.00	
	500681	04/30/2020	DIAMOND BAR CREEK		\$170.00	
	500676	04/30/2020	IBC-EAST SIDE ROADWAYS		\$26,690.00	
	500677	04/30/2020	IBC-WEST SIDE ROADWAYS		\$37,285.00	
	500678	04/30/2020	IBC-FUTURE PHASES AND STUDIES		\$13,920.00	
	500679	04/30/2020	IBC TRAFFIC MITIGATION-GRAND AVE & FERRERO		\$4,290.00	
	500680	04/30/2020	IBC TRAFFIC MITIGATION-BREA CYN & CHERYL LN		\$1,560.00	
<b>32629</b>	05/14/2020				<b>CNC ENGINEERING</b>	<b>\$10,735.00</b>
	Invoice	Date	Description		Amount	
	500675	04/30/2020	GRAND AVE/GOLDEN SPRINGS DR INTERSECTION		\$10,735.00	
<b>32630</b>	05/14/2020				<b>ENVIRONS, INC.</b>	<b>\$3,401.00</b>
	Invoice	Date	Description		Amount	
	3395	04/22/2020	LANDSCAPE PLANS-IBC PROJ		\$3,401.00	
<b>32631</b>	05/14/2020				<b>INDUSTRY PUBLIC UTILITY</b>	<b>\$176.95</b>
	Invoice	Date	Description		Amount	
	2020-00001709	04/15/2020	3/10-4/10/20 SVC - 2 MARCELLIN DR		\$12.29	

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
May 14, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
	2020-00001710	04/15/2020	3/10-4/10/20 SVC - 1 MARCELLIN DR	\$11.25
	2020-00001711	04/15/2020	3/10-4/10/20 SVC - 2 GRAND CROSSING PKWY	\$13.54
	2020-00001712	04/15/2020	3/10-4/10/20 SVC - 1 GRAND CROSSING PKWY	\$13.54
	2020-00001713	04/15/2020	3/10-4/10/20 SVC - 3 MARCELLIN DR	\$13.01
	2020-00001714	04/15/2020	3/10-4/10/20 SVC 370 GRAND AVE SOUTH	\$57.07
	2020-00001715	04/15/2020	3/10-4/10/20 SVC - #5 STREET LOOP, IBC EAST	\$11.25
	2020-00001716	04/15/2020	3/10-4/10/20 SVC - #4 B STREET LOOP, IBC EAST	\$11.25
	2020-00001717	04/15/2020	3/10-4/10/20 SVC - #3 B STREET LOOP, IBC EAST	\$11.25
	2020-00001718	04/15/2020	3/10-4/10/20 SVC - #1 B STREET LOOP, IBC EAST	\$11.25
	2020-00001719	04/15/2020	3/10-4/10/20 SVC - #2 B STREET LOOP, IBC EAST	\$11.25
<b>32632</b>	05/14/2020		<b>PLACEWORKS</b>	<b>\$2,144.38</b>
	Invoice	Date	Description	Amount
	71653	03/31/2020	INDUSTRY BUSINESS CENTER	\$2,144.38
<b>32633</b>	05/14/2020		<b>RKA CONSULTING GROUP</b>	<b>\$377.75</b>
	Invoice	Date	Description	Amount
	29912	04/16/2020	INTERSECTION IMPROVEMENT-CITY OF WALNUT	\$377.75
<b>32634</b>	05/14/2020		<b>SCS ENGINEERS</b>	<b>\$30,326.71</b>
	Invoice	Date	Description	Amount
	0376078	03/31/2020	ENGINEERING SVC-IBC PROJ	\$30,326.71

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Bank  
May 14, 2020**

Check	Date	Payee Name	Check Amount
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IUDAADM.WF.CHK - IUDA Admin WF Checking

Checks	Status	Count	Transaction Amount
	Total	8	\$1,853,391.79

**Successor Agency To The  
Industry Urban Development Agency**

**Bank of America**

**May 14, 2020**

Check	Date	Payee Name	Check Amount
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**08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted**

124	04/21/2020	VOIDED- PAPER JAM	\$0.00
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130	04/20/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$27,019.05
	Invoice	Date	Amount
	4/20/20	04/20/2020	\$27,019.05
		2008 SUB-LIEN TAX BOND FOR REG 4/23/20	

**PJ1.BOFA.CHK - Project 1 BofA Checking**

1166	04/16/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$35,000.00
	Invoice	Date	Amount
	A2 REG 4/23/20	04/16/2020	\$35,000.00
		TRANSFER OF FUNDS FOR REG 4/23/20	

**PJ2.BOFA.CHK - Project 2 BofA Checking**

WT100	04/16/2020	CITY OF INDUSTRY	\$40,000.35
	Invoice	Date	Amount
	04/16/20	04/16/2020	\$40,000.35
		REIMBURSE CITY FOR PURCHASE OF RIGHT OF WAY	



**Successor Agency To The  
Industry Urban Development Agency**

**Bank of America**

**May 14, 2020**

Check	Date	Payee Name			Check Amount
WT101	04/16/2020	CITY OF INDUSTRY			\$196,053.40
	Invoice	Date	Description	Amount	
	4/16/20-A	04/16/2020	REIMBURSE CITY FOR PURCHASE OF RIGHT OF WAY	\$196,053.40	

Checks	Status	Count	Transaction Amount
	Total	5	\$298,072.80

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
May 14, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
May 28, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	0.00
222	IUDA PROJECT 2	3,440,982.64
	IUDA PROJECT 3	10,735.00
	TOTAL ALL FUNDS	3,451,717.64

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
WFBK	WELLS FARGO BANK	1,717,982.64
BOFA	BANK OF AMERICA	1,733,735.00
	TOTAL ALL BANKS	3,451,717.64

**Successor Agency To The  
Industry Urban Development Agency**

**WELLS FARGO BANK**

**May 28, 2020**

Check	Date			Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>					
<b>32635</b>	05/28/2020			<b>ALL AMERICAN ASPHALT</b>	<b>\$342,161.97</b>
	Invoice	Date	Description	Amount	
	#32IBC-0384A	05/01/2020	IBC-ROADWAYS AND SEWERS	\$19,560.00	
	#32IBC-0384E	05/01/2020	IBC-ROADWAYS AND SEWERS	\$131,350.50	
	#32IBC-0384H1	05/01/2020	IBC-ROADWAYS AND SEWERS	\$146,750.00	
	#32IBC-0384H51	05/01/2020	IBC-ROADWAYS AND SEWERS	\$62,510.00	
<b>32636</b>	05/28/2020			<b>CITIZENS BUSINESS BANK</b>	<b>\$18,008.53</b>
	Invoice	Date	Description	Amount	
	#32IBC-0384A-R	05/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$978.00	
	#32IBC-0384E-R	05/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$6,567.53	
	#32IBC-0384H1-R	05/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$7,337.50	
	#32IBC-0384H51-R	05/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$3,125.50	
<b>32637</b>	05/28/2020			<b>BRIGHTVIEW LANDSCAPE</b>	<b>\$28,966.22</b>
	Invoice	Date	Description	Amount	
	#63GCD-0382	05/01/2020	BAKER PKY SLOPE MAINT26100.00	\$26,100.00	
	6820622	04/28/2020	REPAIR BROKEN MAIN-BAKER PKY SLOPES	\$972.00	
	6820621	04/28/2020	REPLACE FILTER-BAKER PKY SLOPE	\$1,894.22	
<b>32638</b>	05/28/2020			<b>CITY OF INDUSTRY</b>	<b>\$533,908.68</b>
	Invoice	Date	Description	Amount	
	7	05/12/2020	SA PORTION OF CAL TRANS INVOICES FOR GRAND	\$533,908.68	
<b>32639</b>	05/28/2020			<b>CNC ENGINEERING</b>	<b>\$69,921.47</b>

**Successor Agency To The  
Industry Urban Development Agency  
WELLS FARGO BANK**

**May 28, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
	Invoice	Date	Description	Amount
	500750	05/14/2020	BAKER PKY SLOPE MAINT	\$760.00
	500757	05/14/2020	INDUSTRY EAST TRAFFIC MITIGATION	\$1,240.00
	500752	05/14/2020	IBC-EAST SIDE ROADWAYS	\$32,700.00
	500753	05/14/2020	IBC-WEST SIDE ROADWAYS	\$20,373.26
	500754	05/14/2020	IBC-FUTURE PHASES AND STUDIES	\$7,680.00
	500755	05/14/2020	IBC-TRAFFIC MITIGATION	\$1,680.00
	500756	05/14/2020	IBC-TRAFFIC MITIGATION	\$2,535.00
	500751	05/14/2020	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$2,953.21
<b>32640</b>	05/28/2020		<b>ENVIRONS, INC.</b>	<b>\$10,175.97</b>
	Invoice	Date	Description	Amount
	3386	03/10/2020	LANDSCAPE PLANS-IBC PROJ	\$10,175.97
<b>32641</b>	05/28/2020		<b>LEIGHTON CONSULTING INC</b>	<b>\$10,434.34</b>
	Invoice	Date	Description	Amount
	39998	05/08/2020	GEOTECHNICAL SVC-IBC PROJ	\$10,266.14
	39997	05/08/2020	GEOTECHNICAL SVC-IBC PROJ	\$168.20
<b>32642</b>	05/28/2020		<b>SCS ENGINEERS</b>	<b>\$28,585.51</b>
	Invoice	Date	Description	Amount
	0377447	04/30/2020	ENGINEERING SVC-IBC PROJ	\$28,585.51
<b>32643</b>	05/28/2020		<b>SHAWNAN</b>	<b>\$634,731.86</b>
	Invoice	Date	Description	Amount

**Successor Agency To The  
Industry Urban Development Agency**

**WELLS FARGO BANK**

**May 28, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
	#21IBC-0386A1	05/01/2020	IBC-WEST SIDE ROADWAYS	\$257,310.16
	#21IBC-0386-F66	05/01/2020	IBC-WEST SIDE ROADWAYS	\$4,311.00
	#21IBC-0386-G116	05/01/2020	IBC-WEST SIDE ROADWAYS	\$192,187.64
	#21IBC-0386-G166	05/01/2020	IBC-WEST SIDE ROADWAYS	\$135,790.00
	#21IBC-0386-G216	05/01/2020	IBC-WEST SIDE ROADWAYS	\$78,540.00
<b>32644</b>	05/28/2020		<b>AMERICAN BUSINESS BANK</b>	<b>\$33,406.94</b>
	Invoice	Date	Description	Amount
	#21IBC-0386A1-R	05/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$12,865.51
	#21IBC-0386-F66R	05/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$215.55
	#21IBC-0386G116R	05/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$9,609.38
	#21IBC-0386G166R	05/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$6,789.50
	#21IBC-0386G216R	05/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$3,927.00
<b>32645</b>	05/28/2020		<b>WKE, INC</b>	<b>\$7,681.15</b>
	Invoice	Date	Description	Amount
	14001-76B	05/08/2020	57/60FWY CONFLUENCE PROJ	\$7,681.15

Checks	Status	Count	Transaction Amount
	Total	11	\$1,717,982.64

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
May 28, 2020**

Check	Date	Payee Name	Check Amount
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08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

131	05/13/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$10,735.00
	Invoice	Date	Description	Amount
	5/13/20	05/13/2020	2008 SUB-LIEN TAX BOND FOR REG 5/14/20	\$10,735.00

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PJ2.BOFA.CHK - Project 2 BofA Checking

2302	05/07/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$1,723,000.00
	Invoice	Date	Description	Amount
	A2 REG 5/14/20	05/07/2020	TRANSFER OF FUNDS FOR REGISTER 5/14/20	\$1,723,000.00

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Check	Status	Count	Transaction Amount
	Total	2	\$1,733,735.00

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
May 28, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_



**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
June 11, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	31,000.00
222	IUDA PROJECT 2	(417,124.09)
	IUDA PROJECT 3	10,634.36
	TOTAL ALL FUNDS	(375,489.73)

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
WFBK	WELLS FARGO BANK	(417,124.09)
BOFA	BANK OF AMERICA	41,634.36
	TOTAL ALL BANKS	(375,489.73)

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**June 11, 2020**

Check	Date	Payee Name			Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>					
<b>32647</b>	06/11/2020	<b>AVANT-GARDE, INC</b>			<b>\$597.50</b>
	Invoice	Date	Description	Amount	
	6107	05/01/2020	GRAND AVE/SR60 OFF-RAMP	\$597.50	
<b>32648</b>	06/11/2020	<b>BUTSKO UTILITY DESIGN INC.</b>			<b>\$14,470.00</b>
	Invoice	Date	Description	Amount	
	161834	04/24/2020	UTILITY DESIGN-IBC PROJ	\$8,900.00	
	161833	04/24/2020	UTILITY DESIGN-IBC PROJ	\$5,570.00	
<b>32649</b>	06/11/2020	<b>CNC ENGINEERING</b>			<b>\$58,682.50</b>
	Invoice	Date	Description	Amount	
	500899	05/28/2020	IBC-EAST SIDE ROADWAYS	\$19,322.50	
	500900	05/28/2020	IBC-WEST SIDE ROADWAYS	\$27,230.00	
	500902	05/28/2020	IBC-FUTURE PHASES AND STUDIES	\$8,865.00	
	500903	05/28/2020	IBC-TRAFFIC MITIGATON	\$585.00	
	500904	05/28/2020	IBC-TRAFFIC MITIGATION	\$1,560.00	
	500897	05/28/2020	BAKER PKWY SLOPE MAINT	\$610.00	
	500905	05/28/2020	DIAMOND BAR CREEK	\$510.00	
<b>32650</b>	06/11/2020	<b>CNC ENGINEERING</b>			<b>\$3,450.00</b>
	Invoice	Date	Description	Amount	
	500898	05/28/2020	GRAND AVE/GOLDEN SPRINGS DR	\$3,400.00	
	500901	05/28/2020	LEMON AVE/60 FWY INTERCHANGE	\$50.00	
<b>32651</b>	06/11/2020	<b>LEIGHTON CONSULTING INC</b>			<b>\$35,083.48</b>

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**June 11, 2020**

Check	Date	Payee Name	Check Amount
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**IUDAADM.WF.CHK - IUDA Admin WF Checking**

Invoice	Date	Description	Amount
40180	05/20/2020	GEOTECHNICAL SVC-IBC PROJ	\$35,083.48
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<b>32652</b>	06/11/2020	<b>RKA CONSULTING GROUP</b>	<b>\$4,327.50</b>
Invoice	Date	Description	Amount
29965	05/11/2020	INTERSECTION IMPROVEMENT-CITY OF WALNUT	\$4,327.50

Checks	Status	Count	Transaction Amount
			<hr/>
	Total	6	\$116,610.98

**Successor Agency To The  
Industry Urban Development Agency  
Wells Fargo Voided Check  
June 11, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32638	05/28/2020		CITY OF INDUSTRY	(\$533,908.68)
	Invoice	Date	Description	Amount
			VOIDED-TO BE PAID IN AUGUST	
	7	05/12/2020	SA PORTION OF CAL TRANS INVOICES FOR GRAND	(\$533,908.68)

Check	Status	Count	Transaction Amount
	Total	1	(\$533,908.68)

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
June 11, 2020**

Check	Date	Payee Name	Check Amount
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08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted

132	05/29/2020	VOIDED- PAPER JAM	\$0.00
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133	05/29/2020	VOIDED- PAPER JAM	\$0.00
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134	05/26/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$10,634.36	
	Invoice	Date	Description	Amount
	5/26/20	05/26/2020	208 SUB-LIEN TAX BOND FOR REG 5/28/20	\$10,634.36

PJ1.BOFA.CHK - Project 1 BofA Checking

1167	05/21/2020	IUDA-ADMINISTRATIVE ACCOUNT	\$31,000.00	
	Invoice	Date	Description	Amount
	A2 REG 5/28/20	05/21/2020	TRANSFER OF FUNDS FOR REG 5/28/20	\$31,000.00

Checks	Status	Count	Transaction Amount
	Total	4	\$41,634.36

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
June 11, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

*SUCCESSOR AGENCY*

ITEM NO. 5.2

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
June 25, 2020**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
	IUDA ADMIN	0.00
221	IUDA PROJECT 1	5,000.00
222	IUDA PROJECT 2	1,193,446.42
	IUDA PROJECT 3	4,047.50
	TOTAL ALL FUNDS	1,202,493.92

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
WFBK	WELLS FARGO BANK	1,193,446.42
BOFA	BANK OF AMERICA	9,047.50
	TOTAL ALL BANKS	1,202,493.92



**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**June 25, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
32653	06/25/2020		<b>ALL AMERICAN ASPHALT</b>	\$304,214.93
	Invoice	Date	Description	Amount
	#33IBC-0384H1	06/01/2020	IBC-ROADWAYS AND SEWERS	\$320,226.25
32654	06/25/2020		<b>CITIZENS BUSINESS BANK</b>	\$16,011.32
	Invoice	Date	Description	Amount
	#33IBC-0384H1-R	06/01/2020	RETENTION-IBC ROADWAYS AND SEWERS	\$16,011.32
32655	06/25/2020		<b>AVANT-GARDE, INC</b>	\$680.00
	Invoice	Date	Description	Amount
	6188	06/01/2020	GRAND AVE/SR60 OFF-RAMP	\$680.00
32656	06/25/2020		<b>BRIGHTVIEW LANDSCAPE</b>	\$26,100.00
	Invoice	Date	Description	Amount
	#64GCD-0382	06/01/2020	BAKER PKY SLOPE MAINT	\$26,100.00
32657	06/25/2020		<b>BUTSKO UTILITY DESIGN INC.</b>	\$14,531.25
	Invoice	Date	Description	Amount
	164797	05/23/2020	UTILITY DESIGN-IBC PROJ	\$11,301.25
	164798	05/23/2020	UTILITY DESIGN-IBC PROJ	\$3,230.00
32658	06/25/2020		<b>CNC ENGINEERING</b>	\$60,655.00
	Invoice	Date	Description	Amount
	500974	06/11/2020	BAKER PKY SLOPE MAINT	\$575.00
	500980	06/11/2020	DIAMOND BAR CREEK	\$170.00

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**June 25, 2020**

Check	Date		Payee Name	Check Amount
<b>IUDAADM.WF.CHK - IUDA Admin WF Checking</b>				
500981	06/11/2020	INDUSTRY EAST TRAFFIC MITIGATION		\$4,680.00
500976	06/11/2020	IBC-EAST SIDE ROADWAYS		\$18,295.00
500977	06/11/2020	IBC-WEST SIDE ROADWAYS		\$28,340.00
500978	06/11/2020	IBC-FUTURE PHASES AND STUDIES		\$5,430.00
500979	06/11/2020	IBC-TRAFFIC MITIGATION		\$3,165.00
<b>32659</b>	<b>06/25/2020</b>		<b>CNC ENGINEERING</b>	<b>\$3,195.00</b>
Invoice	Date	Description		Amount
500975	06/11/2020	GRAND AVE/GOLDEN SPRINGS AVE IMPROVEMENTS		\$3,195.00
<b>32660</b>	<b>06/25/2020</b>		<b>ENVIRONS, INC.</b>	<b>\$4,047.50</b>
Invoice	Date	Description		Amount
3411	06/12/2020	LANDSCAPE PLANS-IBC PROJ		\$4,047.50
<b>32661</b>	<b>06/25/2020</b>		<b>LEIGHTON CONSULTING INC</b>	<b>\$22,170.20</b>
Invoice	Date	Description		Amount
40385	06/09/2020	GEOTECHNICAL SVC-GRAND AVE/GOLDEN SPRINGS-		\$550.50
40383	06/09/2020	GEOTECHNICAL SVC-IBC PROJ		\$21,619.70
<b>32662</b>	<b>06/25/2020</b>		<b>SAGE ENVIRONMENTAL GROUP</b>	<b>\$12,624.70</b>
Invoice	Date	Description		Amount
895	06/03/2020	BIOLOGICAL MONITORING-IBC PROJ		\$12,624.70
<b>32663</b>	<b>06/25/2020</b>		<b>SHAWNAN</b>	<b>\$692,755.69</b>
Invoice	Date	Description		Amount

**Successor Agency To The  
Industry Urban Development Agency**

**Wells Fargo Bank**

**June 25, 2020**

Check	Date	Payee Name	Check Amount
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**IUDAADM.WF.CHK - IUDA Admin WF Checking**

#22IBC-0386A	06/01/2020	IBC-WEST SIDE ROADWAYS	\$557,786.52
#22IBC-0386C	06/01/2020	IBC-WEST SIDE ROADWAYS	\$23,984.00
#22IBC-0386F	06/01/2020	IBC-WEST SIDE ROADWAYS	\$4,406.00
#22IBC-0386G116	06/01/2020	IBC-WEST SIDE ROADWAYS	\$33,180.00
#22IBC-0386G166	06/01/2020	IBC-WEST SIDE ROADWAYS	\$37,100.00
#22IBC-0386G216	06/01/2020	IBC-WEST SIDE ROADWAYS	\$72,760.00

<b>32664</b>	06/25/2020		<b>AMERICAN BUSINESS BANK</b>	<b>\$36,460.83</b>
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Invoice	Date	Description	Amount
#22IBC-0386A-R	06/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$27,889.33
#22IBC-0386C-R	06/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$1,199.20
#22IBC-0386G116R	06/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$1,659.00
#22IBC-0386F-R	06/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$220.30
#22IBC-0386G216R	06/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$1,855.00
#22IBC-0386216R	06/01/2020	RETENTION-IBC WEST SIDE ROADWAYS	\$3,638.00

Checks	Status	Count	Transaction Amount
	Total	12	\$1,193,446.42

**Successor Agency To The  
Industry Urban Development Agency  
Bank of America  
June 25, 2020**

Check	Date	Payee Name	Check Amount
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**08PJ3REVLOAN - 2008 PJ3 Revol Loan - Restricted**

135	06/08/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$4,047.50
	Invoice	Date	Description	Amount
	6/8/20	06/08/2020	2008 SUB-LIEN TAX BOND FOR REG 6/11/20	\$4,047.50

---

**PJ1.BOFA.CHK - Project 1 BofA Checking**

1168	06/03/2020		IUDA-ADMINISTRATIVE ACCOUNT	\$5,000.00
	Invoice	Date	Description	Amount
	A2 REG 6/11/20	06/03/2020	TRANSFER OF FUNDS REGISTER 6/11/20	\$5,000.00

---

Checks	Status	Count	Transaction Amount
Total		2	\$9,047.50

**Successor Agency To The  
Industry Urban-Development Agency  
Authorization For Payment of Bills  
June 25, 2020**

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

*SUCCESSOR AGENCY*

ITEM NO. 5.3



SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
AGENCY**

**MEMORANDUM**

**TO:** Honorable Chair Moss and Members of the Successor Agency Board  
**FROM:** Troy Helling, Executive Director *TH*  
**STAFF:** Joshua Nelson, Agency Engineer *JN*  
**DATE:** June 25, 2020  
**SUBJECT:** Consideration of a Right of Entry Agreement with Charter Communications Operating, LLC for the property located at 17647 and 17681 Gale Avenue

---

**Background:**

As part of the new Penske development at 17647 and 17681 Gale Avenue, it is necessary for Charter Communications Operating, LLC (operating as "Spectrum") to install a fiber circuit on the property to provide the latest fiber optic cable technology. A Right of Entry Agreement ("Agreement") was prepared to allow Spectrum to install and maintain the new communications equipment and lines.

**Discussion:**

A Right of Entry Agreement is necessary to allow Spectrum to enter the property. Under the Agreement, Spectrum will complete their due diligence investigation, install the communication facilities and provide maintenance for the lines and equipment to serve the property. In the interest of moving the project forward, the Executive Director executed the Agreement on May 15, 2020 on behalf of the Agency. Staff is seeking the Board's ratification of the executed Agreement. While this property will be sold soon, we have not closed escrow so as the current owner we were the only entity that could execute the agreement.

**Fiscal Impact:**

There is no fiscal impact associated with this Agreement.

**Recommendation:**

It is recommended that the Agency Board ratify the Right of Entry Agreement with Charter Communications Operating, LLC.

**Exhibit:**

A. Commercial Account Right of Entry Agreement, dated May 22, 2020

---

TH/JN:SC/as

**EXHIBIT A**

Commercial Account Right of Entry Agreement, dated May 22, 2020

[Attached]





## COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement (hereinafter the "Agreement") is by and between **Successor Agency to Industry Urban Development Agency** (hereinafter the "Owner"), with a mailing address of 15625 Stafford Street Industry, CA 91744 and owning real estate located at 17647, 17681 Gale Ave., City of Industry, CA 91748 (hereinafter the "Premises") and **Charter Communications Operating, LLC a Delaware limited liability company** on behalf of itself and its affiliates, (hereinafter collectively "Charter"), with a mailing address of 17777 Center Court Drive North, 8<sup>th</sup> Floor, Cerritos CA 90703, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the "Effective Date"). Charter and Owner may individually be referred to as a "Party" or collectively as the "Parties".

### THE PARTIES AGREE AS FOLLOWS:

#### 1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, attachment, maintenance, modification, inspection, relocation, repair, upgrade, replacement or removal of any equipment and facilities and other communications accessories, equipment, apparatus, fixtures, hardware, appliances, and appurtenances and any other associated equipment (collectively, "Equipment") to provide any of Charter's services (hereinafter the "Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to utilize those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").
- b. The rights herein granted to Charter shall include use of available power at the Premises, together with the right to access and use all i) risers in the Buildings, ii) Building entrance facilities, iii) Building utility entrance facilities, iv) utility closets in the Buildings, v) private rights-of-way, and vi) other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. All of the above grants and authorizations given by Owner are to the extent necessary or desirable for Charter to provide its Services to the Premises and shall extend to Charter's authorized agents.
- d. The Equipment is not, and shall not be deemed to be, affixed to or a fixture of the Premises. Charter shall provide to Owner for Owner's written approval, the proposed route for installation of Equipment on the Premises. Prior to any material change, Charter shall obtain written approval from the Owner. The proposed route for installation of Equipment on the Premises has been attached as **Exhibit "A"** hereto. Owner's signature to this Agreement shall constitute Owner's approval of the Plans. Charter shall install, operate and maintain the Equipment on the Premises at its own expense and in accordance with all applicable laws.
- e. After any work is performed at the Premises, Charter shall promptly restore the Premises to its condition as of the date the work commenced.

2. **OWNER REPRESENTATIONS.** Owner represents and warrants to Charter that Owner is the legal owner of the Premises, the Building(s) and Conduit (if applicable), and that no other person has any rights in the forgoing that conflict with Charter's rights under this Agreement. Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent. In the event the Owner is not executing this Agreement, the undersigned person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.

3. **RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.

Commercial Right of Entry Agreement v 191007  
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17647, 17681 Gale Ave., City of Industry, CA By JChristiansen 5/15/2020

Page 1 of 5

#### Candace Mena

E-signed 2020-05-21 06:15PM PDT  
candace.mena@charter.com

#### Helen Martinez

E-signed 2020-05-22 07:59AM PDT  
helen.martinez@charter.com

#### Judith Bowers

E-signed 2020-05-22 09:03AM PDT  
judy.bowers@charter.com  
Spectrum, Mgr. Commercial Business  
Development

#### Ana Diaz

E-signed 2020-05-22 09:23AM PDT  
ana.diaz1@charter.com  
Spectrum Enterprise, Director,  
Enterprise Service Delivery - Right



4. **RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both Parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Owner provides below its authorized representative (with contact information) regarding the Joint Effort. (Please print clearly)

Name: Joshua Nelson

Address &/or email: 15625 Stafford Street Industry, CA 91744 jnelson@cityofindustry.org

Phone: 626-945-0845

After the Joint Effort, the following shall take place: (i) Charter will make a determination on the need to locate and mark Impacted Private Lines including, but not limited to, the methods and arrangements for same, and (ii) If deemed by Charter necessary to do so, a qualified Charter contractor shall locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter. In the event that Charter damages any clearly marked Impacted Private Lines along the routes or in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities on the Premises, then Charter shall promptly, within a reasonable period of time, repair said damage(s) to Owner's reasonable satisfaction, after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice, if needed, shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. **INSURANCE.** Through the term of this Agreement, Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a), damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in. Charter will provide a Blanket additional insured endorsement covering the Owner and its officers, officials, employees, agents and volunteers.
6. **TERM.** The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is five (5) years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any tenant of the Premises (the "Term"). Following the Term, Owner may terminate this Agreement upon 90 days advance written notice to Charter in the event Charter is no longer providing Services to any tenant of the Premises. Should any tenant of the Premises request Services during such 90-day termination notice period, the related notice of termination shall be deemed rescinded and thereafter null and void. Charter may, within 90 days of the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner, with lien free title thereto passing immediately to Owner at no cost to Owner.
7. **ASSIGNMENT.** This Agreement may be assigned by either Party, subject to the written consent of the other Party, and provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement." Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party relating to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assigns.
8. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE EQUIPMENT OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

Commercial Right of Entry Agreement v 191007  
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17647, 17681 Gale Ave., City of Industry, CA By JChristiansen 5/15/2020

Page 2 of 5

**Candace Mena**

E-signed 2020-05-21 06:15PM PDT  
candace.mena@charter.com

**Helen Martinez**

E-signed 2020-05-22 07:59AM PDT  
helen.martinez@charter.com

**Judith Bowers**

E-signed 2020-05-22 09:03AM PDT  
judy.bowers@charter.com  
Spectrum, Mgr. Commercial Business  
Development

**Ana Diaz**

E-signed 2020-05-22 09:23AM PDT  
ana.diaz1@charter.com  
Spectrum Enterprise, Director,  
Enterprise Service Delivery - Right



- 9. **INDEMNIFICATION.** Charter agrees to indemnify, defend and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance or operation of its system, or the acts or omissions of Charter's officers, agents, employees, or subconsultants, except to the extent caused by the negligence or willful misconduct of the Owner.
- 10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both Parties.
- 11. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had not been contained herein.
- 12. **NO WAIVER.** Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
- 13. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.
- 14. **Governing Law/Attorneys' Fees.** The Owner and Charter understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to Charter's actions under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled provided the prevailing party's judgment exceeds \$25,000.

**CHARTER:**

**Charter Communications Operating, LLC**

By: Charter Communications, Inc., its Manager

By:   
Ana Diaz (May 22, 2020 09:13 PDT) \_\_\_\_\_  
(Signature)

Printed Name: Ana Diaz \_\_\_\_\_

Title: Director, Enterprise Service Delivery \_\_\_\_\_

Date: May 22, 2020 \_\_\_\_\_

**OWNER:**

**Successor Agency to Industry Urban Development Agency**


By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Commercial Right of Entry Agreement v 191007  
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17647, 17681 Gale Ave., City of Industry, CA By JChristiansen 5/15/2020

  
TROY HELLWIG  
EXECUTIVE DIRECTOR  
5-15-2020  
Page 3 of 5

**Candace Mena**  
E-signed 2020-05-21 06:15PM PDT  
candace.mena@charter.com

**Helen Martinez**  
E-signed 2020-05-22 07:59AM PDT  
helen.martinez@charter.com

**Judith Bowers**  
E-signed 2020-05-22 09:03AM PDT  
judy.bowers@charter.com  
Spectrum, Mgr. Commercial Business  
Development

**Ana Diaz**  
E-signed 2020-05-22 09:23AM PDT  
ana.diaz1@charter.com  
Spectrum Enterprise, Director,  
Enterprise Service Delivery - Right

Space below for Charter internal review/approvals only:

*Candace Mena*

Candace Mena (May 21, 2020 18:15 PDT)

Legal

*Helen Martinez*

Helen Martinez (May 22, 2020 07:53 PDT)

Admin

*Judith Bowers*

Judith Bowers (May 22, 2020 09:03 PDT)

Manager

**Candace Mena**

E-signed 2020-05-21 06:15PM PDT  
candace.mena@charter.com

**Helen Martinez**

E-signed 2020-05-22 07:59AM PDT  
helen.martinez@charter.com

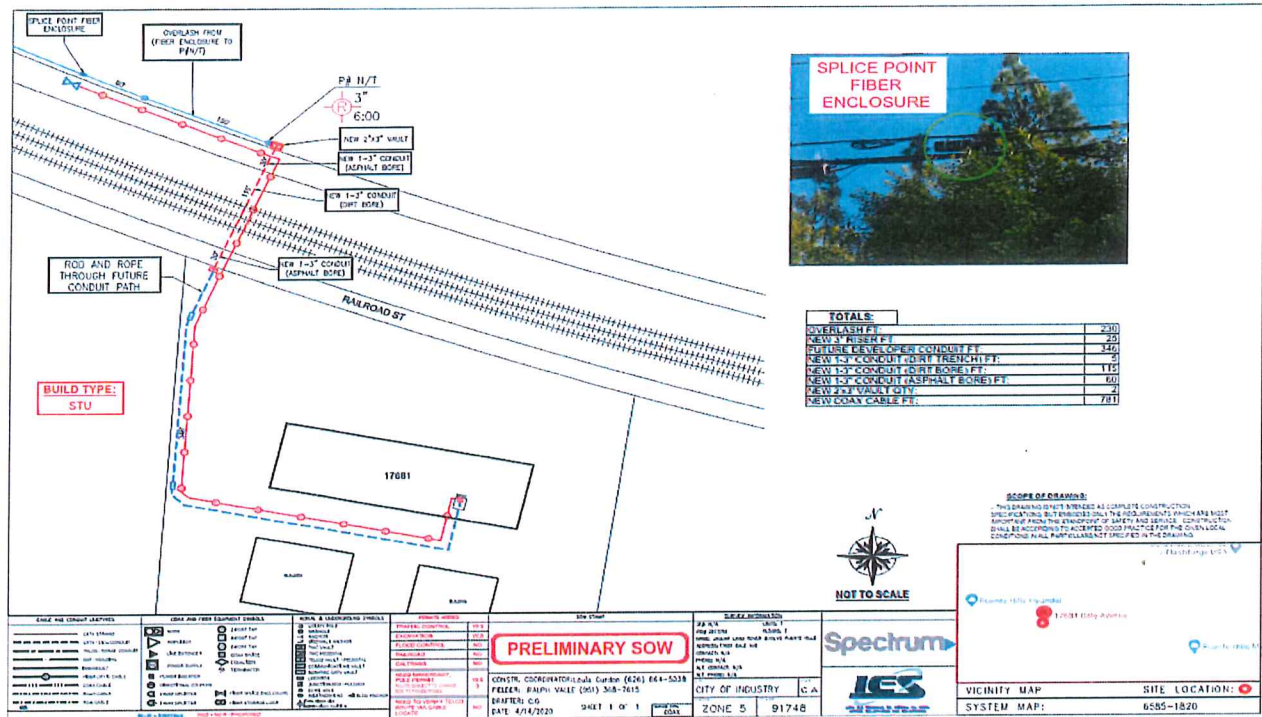
**Judith Bowers**

E-signed 2020-05-22 09:03AM PDT  
judy.bowers@charter.com  
Spectrum, Mgr. Commercial Business  
Development

**Ana Diaz**

E-signed 2020-05-22 09:23AM PDT  
ana.diaz1@charter.com  
Spectrum Enterprise, Director,  
Enterprise Service Delivery - Right

## Exhibit A



Commercial Right of Entry Agreement v 191007 CONFIDENTIAL  
 © 2018, 2019 Charter Communications, all rights reserved  
 «Property\_Address», «Property\_City», «Property\_State» By JChristiansen 5/15/2020

**Candace Mena**  
 E-signed 2020-05-21 06:15PM PDT  
 candace.mena@charter.com

**Helen Martinez**  
 E-signed 2020-05-22 07:59AM PDT  
 helen.martinez@charter.com

**Judith Bowers**  
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 judy.bowers@charter.com  
 Spectrum, Mgr. Commercial Business  
 Development

**Ana Diaz**  
 E-signed 2020-05-22 09:23AM PDT  
 ana.diaz1@charter.com  
 Spectrum Enterprise, Director,  
 Enterprise Service Delivery - Right











# IUDA signed ROE- 17681 Gale Ave City of Industry CA


Final Audit Report


2020-05-22


Created:	2020-05-20
By:	John Christiansen (john.christiansen@charter.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXzw4KI7x7paw6wduRXoVYdnuOa0g2QPn


## "IUDA signed ROE- 17681 Gale Ave City of Industry CA" History

-  Document created by John Christiansen (john.christiansen@charter.com)  
2020-05-20 - 8:38:14 PM GMT - IP address: 142.136.4.158
-  Document emailed to Candace Mena (candace.mena@charter.com) for signature  
2020-05-20 - 8:39:17 PM GMT
-  Email viewed by Candace Mena (candace.mena@charter.com)  
2020-05-20 - 9:05:50 PM GMT - IP address: 75.128.59.116
-  Document e-signed by Candace Mena (candace.mena@charter.com)  
Signature Date: 2020-05-22 - 1:15:32 AM GMT - Time Source: server- IP address: 142.136.4.246
-  Document emailed to Helen Martinez (helen.martinez@charter.com) for signature  
2020-05-22 - 1:15:34 AM GMT
-  Email viewed by Helen Martinez (helen.martinez@charter.com)  
2020-05-22 - 1:47:15 PM GMT - IP address: 173.196.214.237
-  Document e-signed by Helen Martinez (helen.martinez@charter.com)  
Signature Date: 2020-05-22 - 2:59:29 PM GMT - Time Source: server- IP address: 173.196.214.237
-  Document emailed to Judith Bowers (judy.bowers@charter.com) for signature  
2020-05-22 - 2:59:31 PM GMT
-  Email viewed by Judith Bowers (judy.bowers@charter.com)  
2020-05-22 - 3:00:32 PM GMT - IP address: 142.136.4.240
-  Document e-signed by Judith Bowers (judy.bowers@charter.com)  
Signature Date: 2020-05-22 - 4:03:20 PM GMT - Time Source: server- IP address: 142.136.4.240

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2020-05-22 - 4:03:23 PM GMT

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2020-05-22 - 4:23:18 PM GMT - IP address: 173.196.214.237

 Document e-signed by Ana Diaz (ana.diaz1@charter.com)  
Signature Date: 2020-05-22 - 4:23:42 PM GMT - Time Source: server- IP address: 173.196.214.237

 Signed document emailed to Candace Mena (candace.mena@charter.com), Judith Bowers (judy.bowers@charter.com), John Christiansen (john.christiansen@charter.com), Ana Diaz (ana.diaz1@charter.com), and 1 more  
2020-05-22 - 4:23:42 PM GMT

*SUCCESSOR AGENCY*

ITEM NO. 6.1





SUCCESSOR AGENCY TO THE  
**INDUSTRY URBAN - DEVELOPMENT  
 AGENCY**

## MEMORANDUM

TO: Board of Directors

FROM: Troy Helling, Executive Director *TH*

STAFF: Yamini Pathak, Director of Finance *YP*  
 Dean Yamagata, Frazer, LLP – Financial Consultant

DATE: June 25, 2020

SUBJECT: Consideration of Resolution No. 2020-01 – A Resolution of the Successor Agency to the Industry Urban-Development Agency (“SA-IUDA”) Adopting the FY 2020-21 SA-IUDA Budget

### BUDGET RECAP

Below is a summary of the revenues and expenses for the SA-IUDA.

SUCCESSOR AGENCY TO THE IUDA  
 BUDGET COMPARISON TO PRIOR YEAR  
 PROPOSED BUDGET 2020-2021

	PROPOSED REVENUES			PROPOSED BUDGETED EXPENDITURES		
	2020-2021	2019-2020	% - CHANGE	2020-2021	2019-2020	% - CHANGE
220 SA ADMINSTATION	100	100	0%	2,032,700	1,721,000	18%
221 PROJECT AREA # 1	2,980,000	7,762,000	-62%	-	-	0%
222 PROJECT AREA # 2	9,669,150	7,595,000	27%	33,360,501	68,769,238	-51%
223 PROJECT AREA # 3	30,000	48,000	-38%	-	-	0%
231 LAND	503,000	1,003,000	-50%	-	-	0%
241 DEBT SERVICES / PROJECT AREA #1	46,164,595	42,037,400	10%	42,739,628	42,769,094	0%
242 DEBT SERVICES / PROJECT AREA #2	13,009,237	11,121,600	17%	68,871,258	58,714,318	17%
243 DEBT SERVICES / PROJECT AREA #3	8,439,237	6,559,600	29%	5,833,237	5,834,987	0%
Total SA TO IUDA	80,795,319	76,126,700	6%	152,837,324	177,808,637	-14%

The proposed FY 2020-21 SA-IUDA Budget totals \$152,837,324.00 in expenditures, and is supported by \$80,795,319.00 in revenues, consisting of RPTTF tax increment revenues, available bond proceeds, lease income from SA-IUDA owned properties and property sales. Any expenditures above the revenues received will be supported by existing funds and future property sales.

### **FISCAL IMPACT**

The FY 2020-21 Proposed SA-IUDA totals \$152,837,324.00 in expenditures and \$80,795,319.00 in revenue.

### **RECOMMENDATION**

Staff recommends that the Board of Directors of the Successor Agency to the Industry Urban-Development Agency adopt Resolution No. SA 2020-01, adopting the Budget for the Successor Agency to the Industry Urban-Development Agency for Fiscal Year 2020-2021.

### **Attachments:**

1. Resolution No. SA 2020-01 – Resolution Adopting the FY 21 SA-IUDA Budget
2. Exhibit A – FY 2020-21 SA-IUDA Budget

**RESOLUTION NO. SA 2020-01**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE INDUSTRY  
URBAN-DEVELOPMENT AGENCY ("SA-IUDA") ADOPTING THE FY 2020-21  
SA-IUDA BUDGET**

**WHEREAS**, on June 11, 2020, the SA-IUDA held a Special Budget Workshop meeting and received a presentation on the FY 2020-21 ("FY 2021") Budget for the SA-IUDA; and

**WHEREAS**, the purpose of the Budget Workshop was to give the SA-IUDA Board an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to Staff in preparation for the budget adoption meeting; and

**WHEREAS**, it is necessary for the SA-IUDA Board to adopt the SA-IUDA's FY 2021 Budget; and

**WHEREAS**, the SA-IUDA received a final presentation on the FY 2021 Budget on June 25, 2020.

**NOW, THEREFORE, BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO  
THE INDUSTRY URBAN-DEVELOPMENT AGENCY DOES HEREBY FIND,  
DETERMINE, AND RESOLVE AS FOLLOWS:**

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

**Section 2.** The Board hereby adopts the FY 21 Budget, attached hereto as Exhibit A, and incorporated herein by reference.

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

**Section 4.** The Secretary shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Successor Agency to the Industry Urban-Development Agency at a regular meeting held on June 25, 2020, by the following vote:

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSTAIN: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:

**ATTEST:**

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Cory C. Moss, Chair

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Julie Gutierrez-Robles, Secretary

SUCCESSOR AGENCY  
PROPOSED ANNUAL BUDGET  
REVENUE SUMMARY

Exhibit A

REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 2018-19	ADOPTED BUDGET 2019-20	AMENDED BUDGET 2019-20	ACTUAL 3/31/2020	PROPOSED BUDGET 2020-2021
<b>SUCCESSOR AGENCY</b>							
ADMINISTRATION - 220	\$ 600	\$ 600	\$ -	\$ 100	\$ 100	\$ -	\$ 100
PROJECT AREA # 1 - 221	1,200,000	1,200,000	6,527,597	7,762,000	7,762,000	419,349	2,980,000
PROJECT AREA #2 - 222	6,520,000	6,520,000	10,142,383	7,595,000	7,595,000	6,624,476	9,669,150
PROJECT AREA # 3 - 223	15,000	15,000	49,651	48,000	48,000	70,197	30,000
PUBLIC WORKS - 230	7,500	7,500	-	-	-	-	-
LAND - 231	25,000	25,000	60,958,718	1,003,000	1,003,000	944,878	503,000
DEBT SERVICES / PROJECT AREA #1 - 241	41,548,430	41,548,430	48,674,112	42,037,400	42,037,400	20,772,360	46,164,595
DEBT SERVICES / PROJECT AREA #2 - 242	10,261,500	10,261,500	13,495,747	11,121,600	11,121,600	4,835,644	13,009,237
DEBT SERVICES / PROJECT AREA #3 - 243	6,355,240	6,355,240	7,996,269	6,559,600	6,559,600	3,854,909	8,439,237
<b>TOTAL SUCCESSOR AGENCY</b>	<b>\$ 65,933,270</b>	<b>\$ 65,933,270</b>	<b>\$ 147,844,476</b>	<b>\$ 76,126,700</b>	<b>\$ 76,126,700</b>	<b>\$ 37,521,811</b>	<b>\$ 80,795,319</b>

SUCCESSOR AGENCY  
PROPOSED ANNUAL BUDGET  
REVENUE DETAIL - SA

REVENUE SUMMARY BY FUND	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 2018-19	ADOPTED BUDGET 2019-20	AMENDED BUDGET 2019-20	ACTUAL 9/31/2020	PROPOSED BUDGET 2020-2021
<b>SUCCESSOR AGENCY</b>							
<b>ADMINISTRATION - 220</b>							
BANK INTEREST INCOME	\$ 100	\$ 100	\$ -	\$ 100	\$ 100	\$ -	\$ 100
OTHER INCOME	500	500	-	-	-	-	-
SA ADMINISTRATION TOTAL	\$ 600	\$ 600	\$ -	\$ 100	\$ 100	\$ -	\$ 100
<b>PROJECT AREA #1 - 221</b>							
BANK INTEREST INCOME	\$ 1,000	\$ 1,000	\$ 1,251	\$ 2,000	\$ 2,000	\$ 1,117	\$ 2,000
INVESTMENT INTEREST INCOME	100,000	100,000	163,070	164,000	164,000	35,444	100,000
US BANK INTEREST INCOME	-	-	2	-	-	2	-
LOAN INTEREST INCOME	750,000	750,000	421,485	750,000	750,000	315,395	750,000
RENTAL INCOME	349,000	349,000	2,155,056	1,670,000	1,670,000	67,298	2,128,000
OTHER INCOME	-	-	3,786,732	5,176,000	5,176,000	93	-
PROJECT AREA #1 TOTAL	\$ 1,200,000	\$ 1,200,000	\$ 6,527,597	\$ 7,762,000	\$ 7,762,000	\$ 419,349	\$ 2,980,000
<b>PROJECT AREA #2 - 222</b>							
BANK INTEREST INCOME	\$ 5,000	\$ 5,000	\$ 2,824	\$ 4,000	\$ 4,000	\$ -	\$ 2,000
INVESTMENT INTEREST INCOME	15,000	15,000	277,257	174,000	174,000	380,097	8,000
RENTAL INCOME	6,500,000	6,500,000	9,636,150	7,107,000	7,107,000	6,241,213	9,659,150
OTHER INCOME	-	-	226,152	310,000	310,000	3,165	-
PROJECT AREA #2 TOTAL	\$ 6,520,000	\$ 6,520,000	\$ 10,142,383	\$ 7,595,000	\$ 7,595,000	\$ 6,624,476	\$ 9,669,150
<b>PROJECT AREA #3 - 223</b>							
INVESTMENT INTEREST INCOME	\$ 15,000	\$ 15,000	\$ 49,651	\$ 48,000	\$ 48,000	\$ 70,197	\$ 30,000
PROJECT AREA #3 TOTAL	\$ 15,000	\$ 15,000	\$ 49,651	\$ 48,000	\$ 48,000	\$ 70,197	\$ 30,000
<b>PUBLIC WORKS - 230</b>							
RENTAL INCOME	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC WORKS TOTAL	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>LAND - 231</b>							
BANK INTEREST INCOME	\$ 20,000	\$ 20,000	\$ 1,375,013	\$ 997,000	\$ 997,000	\$ 939,549	\$ 500,000
INVESTMENT INTEREST INCOME	5,000	5,000	6,523	6,000	6,000	5,329	3,000
PROPERTY SALES PJ #2	-	-	59,577,183	-	-	-	-
LAND TOTAL	\$ 25,000	\$ 25,000	\$ 60,958,718	\$ 1,003,000	\$ 1,003,000	\$ 944,878	\$ 503,000
<b>DEBT SERVICE PROJECT AREA #1</b>							
PROPERTY TAX TRUST FUND - PROJECT 1	\$ 41,548,330	\$ 41,548,330	\$ 48,164,109	\$ 41,488,400	\$ 41,488,400	\$ 20,346,462	\$ 45,864,595
US BANK INTEREST INCOME	100	100	510,003	549,000	549,000	425,897	300,000
DEBT SERVICE PROJECT AREA #1 TOTAL	\$ 41,548,430	\$ 41,548,430	\$ 48,674,112	\$ 42,037,400	\$ 42,037,400	\$ 20,772,360	\$ 46,164,595
<b>DEBT SERVICE PROJECT AREA #2</b>							
PROPERTY TAX TRUST FUND - PROJECT 2	\$ 10,261,400	\$ 10,261,400	\$ 13,397,470	\$ 11,023,600	\$ 11,023,600	\$ 4,739,487	\$ 12,959,237
US BANK INTEREST INCOME	100	100	98,277	98,000	98,000	96,157	50,000
DEBT SERVICE PROJECT AREA #2 TOTAL	\$ 10,261,500	\$ 10,261,500	\$ 13,495,747	\$ 11,121,600	\$ 11,121,600	\$ 4,835,644	\$ 13,009,237
<b>DEBT SERVICE PROJECT AREA #3</b>							
PROPERTY TAX TRUST FUND - PROJECT 3	\$ 6,355,240	\$ 6,355,240	\$ 7,921,559	\$ 6,485,600	\$ 6,485,600	\$ 3,787,417	\$ 8,399,237
US BANK INTEREST INCOME	-	-	74,709	74,000	74,000	67,492	40,000
DEBT SERVICE PROJECT AREA #3 TOTAL	\$ 6,355,240	\$ 6,355,240	\$ 7,996,269	\$ 6,559,600	\$ 6,559,600	\$ 3,854,909	\$ 8,439,237
<b>TOTAL SUCCESSOR AGENCY</b>	<b>\$ 65,933,270</b>	<b>\$ 65,933,270</b>	<b>\$ 147,844,476</b>	<b>\$ 76,126,700</b>	<b>\$ 76,126,700</b>	<b>\$ 37,521,811</b>	<b>\$ 80,795,319</b>

SUCCESSOR AGENCY  
PROPOSED ANNUAL BUDGET  
SA EXPENDITURES

OBJECT #	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-19	AMENDED BUDGET 2018-19	ACTUAL 2018-19	ADOPTED BUDGET 2019-20	AMENDED BUDGET 2018-19	ACTUAL 3/31/2020	PROPOSED BUDGET 2020-2021
FUND 220								
5120.01	PROFESSIONAL SERVICES	\$ -	\$ -	\$ 6,058	\$ -	\$ -	\$ -	
5432	SA IUDA ADMINISTRATION EXPENSES	1,622,740	1,622,740	1,622,740	1,721,000	1,721,000	-	2,032,700
8510.01	PROPERTY MAINTENANCE - CIVIC FINANCIAL CENTER	564,100	564,100	286,402	-	-	-	
8510.03	PROPERTY MAINTENANCE - TRES HERMANOS	-	-	170,734	-	-	-	
5740	PROPERTY TAXES AND ASSESSMENTS	-	-	100,906	-	-	-	
	SA ADMINSTATION TOTAL	\$ 2,186,840	\$ 2,186,840	\$ 2,186,840	\$ 1,721,000	\$ 1,721,000	\$ -	\$ 2,032,700
FUND 221								
6300	CAPITAL OUTLAY EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,081	\$ -
	SA OF THE IUDA PROJECT #1 TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,081	\$ -
FUND 222								
5100	ADMINISTRATIVE COSTS	\$ 2,000	\$ 2,000	\$ 750	\$ -	\$ -	\$ -	\$ -
5120.01	PROFESSIONAL SERVICES	100,000	100,000	53,375	12,957,072	12,957,072	50,131	
5130	PLANNING, SURVEY AND DESIGN	15,428,400	15,428,400	3,056,708	4,245,675	4,245,675	1,897,756	
5900	GENERAL ENGINEERING	600,000	600,000	409,712	-	-	247,338	
5200	PROJECT IMPROVEMENT COSTS	87,327,000	87,327,000	22,100,314	51,542,191	51,542,191	11,454,038	33,360,501
5640	ADVERTISING AND PRINTING	-	-	1,280	-	-	-	
5730.03	UTILITIES - ELECTRIC	-	-	-	-	-	1,170	
5025	MISCELLANEOUS	-	-	20	24,300	24,300	-	
8510	PROPERTY MAINTENANCE	-	-	4,120	-	-	20,780	
	PROJECT AREA #2 TOTAL	\$ 103,457,400	\$ 103,457,400	\$ 25,626,279	\$ 68,769,238	\$ 68,769,238	\$ 13,671,213	\$ 33,360,501
FUND 241								
9470.01	2015 A PROJ # 1 TAX ALLOC REV REFUNDING BOND TAXABLE-PRINCIPAL	\$ 36,945,000	\$ 36,945,000	\$ 35,799,192	\$ 37,925,000	\$ 37,925,000	\$ 37,925,000	\$ 39,090,000
9470.02	2015 A PROJ # 1 TAX ALLOC REV REFUNDING BOND TAXABLE-INTEREST	5,870,490	5,870,490	5,870,490	4,840,094	4,840,094	4,840,094	3,649,628
9750	FISCAL AGENT FEES	4,000	4,000	-	4,000	4,000	-	
	DEBT SERVICE PROJECT AREA #1 TOTAL	\$ 42,819,490	\$ 42,819,490	\$ 41,669,682	\$ 42,769,094	\$ 42,769,094	\$ 42,765,094	\$ 42,739,628
FUND 242								
9470.02	2015 A PROJ # 2 TAX ALLOC REV REFUNDING BOND TAX EXEMP-PRINCIPAL	\$ 735,000	\$ 735,000	\$ 735,000	\$ 770,000	\$ 770,000	\$ 770,000	\$ 805,000
9470.03	2015 B PROJ # 2 TAX ALLOC REV REFUNDING BOND TAXABLE-PRINCIPAL	16,420,000	16,420,000	1,575,111	50,905,000	50,905,000	74,520,000	64,490,000
9471.02	2015 A PROJ # 2 TAX ALLOC REV REFUNDING BOND TAX EXEMP-INTEREST	297,250	297,250	297,250	260,500	260,500	260,500	222,000
9471.03	2015 B PROJ # 2 TAX ALLOC REV REFUNDING BOND TAXABLE-INTEREST	9,135,565	9,135,565	9,135,563	6,774,818	6,774,818	6,774,819	3,350,258
9750	FISCAL AGENT FEES	4,000	4,000	-	4,000	4,000	-	4,000
	DEBT SERVICE PROJECT AREA #2 TOTAL	\$ 26,591,815	\$ 26,591,815	\$ 11,742,924	\$ 58,714,318	\$ 58,714,318	\$ 82,325,319	\$ 68,871,258
FUND 243								
9470.05	2015 A PROJ # 3 TAX ALLOC REV REFUNDING BOND TAX EXEMP-PRINCIPAL	\$ 740,000	\$ 740,000	\$ 740,000	\$ 780,000	\$ 780,000	\$ 780,000	\$ 815,000
9470.06	2015 B PROJ # 3 TAX ALLOC REV REFUNDING BOND TAXABLE-PRINCIPAL	3,325,000	3,325,000	3,325,000	3,425,000	3,425,000	3,425,000	3,530,000
9741.05	2015 A PROJ # 3 TAX ALLOC REV REFUNDING BOND TAX EXEMP-INTEREST	300,750	300,750	300,750	263,750	263,750	263,750	224,750
9471.06	2015 B PROJ # 3 TAX ALLOC REV REFUNDING BOND TAXABLE-INTEREST	1,461,990	1,461,990	1,461,987	1,362,237	1,362,237	1,362,237	1,259,487
9750	FISCAL AGENT FEES	4,000	4,000	-	4,000	4,000	-	4,000
	DEBT SERVICE PROJECT AREA #3 TOTAL	\$ 5,831,740	\$ 5,831,740	\$ 5,827,737	\$ 5,834,987	\$ 5,834,987	\$ 5,830,987	\$ 5,833,237
TOTAL SUCCESSOR AGENCY		\$ 180,887,285	\$ 180,887,285	\$ 87,053,462	\$ 177,808,637	\$ 177,808,637	\$ 144,793,693	\$ 152,837,324