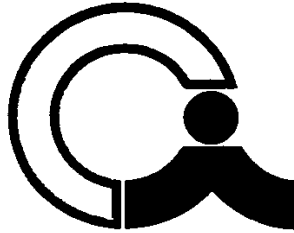


# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING AGENDA

JANUARY 14, 2016  
9:00 AM



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Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Roy Haber, III  
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

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## **Addressing the City Council:**

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the City Council.

## **Americans with Disabilities Act:**

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

## **Agendas and other writings:**

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for December 24, 2015

*RECOMMENDED ACTION: Approve the Register of Demands and ratify the issuance of the checks.*

5.2 Consideration of the Register of Demands for January 14, 2016

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

5.3 Consideration of the Statement of Investment Policy

*RECOMMENDED ACTION: Approve as submitted.*

5.4 Consideration of a work authorization, under Consultant Contract No. 1-KIMLEY 13-01, in the amount of \$13,000.00, for Kimley-Horn to conduct a traffic analysis and prepare traffic design plans at the intersection of Gale Avenue and Stoner Creek Road

*RECOMMENDED ACTION: Approve the work authorization.*

5.5 Consideration of Resolution No. CC 2015-38 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CT CHESTNUT LLC, FOR THE PROPERTY LOCATED AT 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CALIFORNIA AND ADOPTING THE NOTICE OF EXEMPTION REGARDING SAME

*RECOMMENDED ACTION: Staff recommends to extend the consideration of Resolution No. CC 2015-38 to the next regular scheduled meeting.*

6. **PUBLIC HEARINGS**

6.1 Public Hearing regarding Zone Amendment 15-3 to amend Chapters 13.18 and 17.36 of the Municipal Code and the Water Efficient Landscape Guidelines to be consistent with the State's new water efficient landscape requirements

- a. Consideration of Ordinance No. 793 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY REPEALING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPES) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE AND ADDING A REVISED CHAPTER 13.18; AMENDING SECTION 17.36.080 A.3 (STANDARD CONDITIONS OF APPROVAL) OF CHAPTER 17.36 (DESIGN REVIEW) OF TITLE 17 (ZONING) AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME (FIRST READING)

*RECOMMENDED ACTION: Waive further reading, and introduce Ordinance No. 793.*

- b. Consideration of Resolution No. CC 2016-01 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. 2299, AND ADOPTING UPDATED WATER EFFICIENT LANDSCAPE GUIDELINES AND NOTICE OF EXEMPTION REGARDING SAME

*RECOMMENDED ACTION: Adopt Resolution No. CC 2016 01.*

- 6.2 Public Hearing regarding the intent to vacate five public service easements located on assessor parcel numbers 8264-020-050, 8264-020-051, and 8264-020-052 (also known as 18639 Railroad Street) within the City of Industry

Consideration of Resolution No. CC 2016-02 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY VACATING FIVE PUBLIC SERVICE EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS 8264-020-050, 8264-020-051, and 8264-020-052 (ALSO KNOWN AS 18639 RAILROAD STREET) WITHIN THE CITY OF INDUSTRY

*RECOMMENDED ACTION: Adopt Resolution No. CC 2016-02.*

## 7. **ACTION ITEMS**

- 7.1 Consideration of Amendment No. 1 to the Professional Services Agreement between the City of Industry and Waste Systems Technology for compliance with the Integrated Waste Management Act and requirements for construction waste diversion, commercial recycling, and organic waste recycling, and the provision of technical assistance

*RECOMMENDED ACTION: Approve the Amendment.*

- 7.2 Consideration of the issuance of an encroachment permit to Southern California Edison for the closure of the eastbound curb lane on Gale Avenue just east of Azusa Avenue for a maximum of four weeks to replace an electric vault

*RECOMMENDED ACTION: Receive and file.*

- 7.3 Consideration of Resolution No. CC 2016-03 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT THE FOLLOWS CAMP PROPERTY AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE

*RECOMMENDED ACTION: Adopt Resolution No. CC 2016-03.*

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

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

12. Adjournment. Next regular meeting: Thursday, January 28, 2016 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY  
ACTIONS FOR CITY GOODS AND SERVICES  
12/24/2015**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,809,366.74
120	CAPITAL IMPROVEMENT FUND	108,226.39
161	IPUC - ELECTRIC	248,362.83
440	INDUSTRY PUBLIC FACILITY AUTHORITY	3,100.00
TOTAL ALL FUNDS		2,169,055.96

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	97,688.67
REF	REFUSE CKING ACCOUNT	28,185.86
WFBK	WELLS FARGO CKING ACCOUNT	2,043,181.43
TOTAL ALL BANKS		2,169,055.96

**CITY OF INDUSTRY  
BANK OF AMERICA  
December 24, 2015**

Check	Date	Payee Name		Check Amount
<b>CITYELEC.CHK - City Electric</b>				
1368	12/09/2015	VOIDED- PAPER JAM		\$0.00
1369	12/08/2015	CITY OF INDUSTRY		\$27,688.67
	Invoice	Date	Description	Amount
	12/8/15	12/08/2015	TRANSFER FUNDS-ELECTRIC	\$27,688.67

**CITYGEN.CHK - City General**

24289	12/08/2015	CIVIC RECREATIONAL INDUSTRIAL		\$70,000.00
	Invoice	Date	Description	Amount
	12/8/15	12/08/2015	TRANSFER FUNDS-CRIA	\$70,000.00

Checks	Status	Count	Transaction Amount
	Total	3	\$97,688.67

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
4173	12/09/2015		VOIDED- PAPER JAM	\$0.00
4174	12/01/2015		<b>QUEST NUTRITION</b>	\$13,799.20
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #084897	\$13,799.20
4175	12/01/2015		<b>FISERV</b>	\$2,715.84
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #084618	\$2,715.84
4176	12/01/2015		<b>SONOCO PRODUCTS COMPANY</b>	\$561.45
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #000190	\$561.45
4177	12/01/2015		<b>PARAGON BUILDING PRODUCTS,</b>	\$866.91
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #000149	\$866.91
4178	12/01/2015		<b>FRESH START BAKERIES, INC.</b>	\$240.00
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #000081	\$240.00
4179	12/01/2015		<b>PACTIV CORP</b>	\$520.00
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #000135	\$520.00
4180	12/01/2015		<b>RIVERROAD WASTE SOLUTIONS</b>	\$266.57
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #000021	\$266.57
4181	12/01/2015		<b>DUCO ENGINEERING</b>	\$14.24



**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #000064	\$14.24
<b>4182</b>	12/01/2015		<b>JASON PARADA, INC.</b>	<b>\$323.20</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #084284	\$323.20
<b>4183</b>	12/01/2015		<b>LD ANDERSON</b>	<b>\$473.19</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #083710	\$473.19
<b>4184</b>	12/01/2015		<b>CAFFE BENE</b>	<b>\$1,194.34</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #083294	\$1,194.34
<b>4185</b>	12/01/2015		<b>US PRIDE FURNITURE CORP.</b>	<b>\$118.68</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #080573	\$118.68
<b>4186</b>	12/01/2015		<b>NATIONS ROOF</b>	<b>\$2,385.00</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #084001	\$2,385.00
<b>4187</b>	12/01/2015		<b>SEQUEL CONTRACTORS, INC</b>	<b>\$174.64</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #082046	\$174.64
<b>4188</b>	12/01/2015		<b>OLD NAVY #5537</b>	<b>\$5.09</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #085841	\$5.09

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
<b>4189</b>	12/01/2015		<b>DISCOUNT WASTE</b>	\$678.96
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #085085	\$678.96
<b>4190</b>	12/01/2015		<b>ULTA #775</b>	\$69.01
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #084910	\$69.01
<b>4191</b>	12/01/2015		<b>OLD NAVY #5537</b>	\$3,169.82
	Invoice	Date	Description	Amount
	12/1/15-A	12/01/2015	REFUND-ACCT #083686	\$3,169.82
<b>4192</b>	12/01/2015		<b>DISPENSING DYNAMICS</b>	\$28.80
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #080221	\$28.80
<b>4193</b>	12/01/2015		<b>FLAT OF PUENTE HILLS</b>	\$1.13
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #079764	\$1.13
<b>4194</b>	12/01/2015		<b>UNITED FASHION, INC.</b>	\$24.73
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #082350	\$24.73
<b>4195</b>	12/01/2015		<b>COZZIA USA</b>	\$33.46
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #081031	\$33.46
<b>4196</b>	12/01/2015		<b>SXL OUTDOOR FURNITURE, INC.</b>	\$335.58
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #078515	\$335.58

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
<b>4197</b>	12/01/2015		<b>SILVER HAWK FREIGHT</b>	<b>\$1.78</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #078336	\$1.78
<b>4198</b>	12/01/2015		<b>BALAJI TRADING, INC.</b>	<b>\$184.24</b>
	Invoice	Date	Description	Amount
	12/1/15	12/01/2015	REFUND-ACCT #074960	\$184.24

Checks	Status	Count	Transaction Amount
	Total	26	\$28,185.86

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63151</b>	12/08/2015		<b>GAS COMPANY, THE</b>	<b>\$59.44</b>
	Invoice	Date	Description	Amount
	2016-00000664	12/02/2015	07/06-10/30/15 SVC - 2700 CHINO HILLS PKWY	\$10.46
	1135HATCH-DEC15	12/03/2015	10/28-12/01/15 SVC - 1135 HATCHER AVE	\$31.30
	2016-00000665	12/07/2015	10/30-12/03/15 SVC - 1 INDUSTRY HILLS PKWY	\$17.68
<b>63152</b>	12/08/2015		<b>SHELL ENERGY NORTH AMERICA-</b>	<b>\$77,184.00</b>
	Invoice	Date	Description	Amount
	1551809	12/03/2015	WHOLESALE USE-NOV 2015	\$77,184.00
<b>63153</b>	12/08/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$3,539.69</b>
	Invoice	Date	Description	Amount
	2016-00000673	12/01/2015	10/28-11/30/15 SVC - 137 N HUDSON AVE	\$328.01
	2016-00000674	12/02/2015	11/01-12/01/15 SVC - 600 BREA CYN RD	\$488.30
	2016-00000675	12/02/2015	11/01-12/01/15 SVC - 1 VALLEY/AZUSA	\$16.59
	2016-00000676	12/02/2015	10/28-11/30/15 SVC - 5010 ENGLISH	\$105.86
	2016-00000677	12/02/2015	10/28-11/30/15 SVC - 205 N HUDSON AVE	\$554.69
	2016-00000678	12/05/2015	11/03-12/04/15 SVC - 208 S WADDINGHAM WAY CP	\$141.97
	2016-00000679	12/05/2015	11/01-12/01/15 SVC - VARIOUS SITES	\$1,904.27
<b>63154</b>	12/08/2015		<b>VERIZON</b>	<b>\$329.09</b>
	Invoice	Date	Description	Amount
	2016-00000667	11/19/2015	11/19-12/18/15 SVC - FOLLOW'S CAMP	\$65.45
	2016-00000668	11/19/2015	11/19-12/18/15 SVC - GENERATOR SITE-TELEMETRY	\$42.50
	2016-00000669	11/19/2015	11/19-12/18/15 SVC - EM-21415 BAKER PKWY	\$53.39
	2016-00000670	11/19/2015	11/19-12/18/15 SVC - ELECTRIC MODEM	\$55.72
	2016-00000671	11/22/2015	11/22-12/21/15 SVC - ELECTRIC MODEM	\$53.39
	2016-00000672	11/22/2015	11/22-12/21/15 SVC - GENERATOR SITE-TELEMETRY	\$58.64
<b>63155</b>	12/08/2015		<b>VERIZON WIRELESS - LA</b>	<b>\$114.03</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	9756272882	11/26/2015	10/27-11/26/15 SVC - MOBILE BROADBAND	\$114.03
<b>63156</b>	12/16/2015		<b>AT &amp; T</b>	<b>\$9.07</b>
	Invoice	Date	Description	Amount
	2016-00000691	12/01/2015	12/1-12/31/15 SVC-CITY WHITE PAGES	\$9.07
<b>63157</b>	12/16/2015		<b>AT &amp; T</b>	<b>\$225.00</b>
	Invoice	Date	Description	Amount
	2016-00000692	12/01/2015	12/1-12/31/15 SVC-METROLINK	\$225.00
<b>63158</b>	12/16/2015		<b>GAS COMPANY, THE</b>	<b>\$835.58</b>
	Invoice	Date	Description	Amount
	2016-00000700	12/07/2015	1030-12/3/15 SVC-2700 CHINO HILLS PKY	\$87.80
	2016-00000701	12/08/2015	11/1-12/1/15 SVC-1 INDUSTRY HILLS PKY UNIT B	\$56.79
	2016-00000702	12/08/2015	11/3-12/4/15 SVC-15625 STAFFORD APT A	\$67.08
	2016-00000703	12/08/2015	11/3-12/4/15 SVC-15625 STAFFORD APT B	\$57.63
	2016-00000704	12/08/2015	11/3-12/5/15 SVC-15633 RAUSCH RD	\$325.66
	2016-00000705	12/09/2015	11/1-12/4/15 SVC-15651 STAFFORD ST	\$240.62
<b>63159</b>	12/16/2015		<b>NOBLE AMERICAS ENERGY</b>	<b>\$109,715.87</b>
	Invoice	Date	Description	Amount
	153450005092906	12/11/2015	WHOLESALE USE-NOV 2015	\$109,700.22
	153480005094424	12/14/2015	WHOLESALE GAS-NOV 2015	\$15.65
<b>63160</b>	12/16/2015		<b>RICOH USA, INC.</b>	<b>\$3,428.39</b>
	Invoice	Date	Description	Amount
	48156447	12/06/2015	COPIER LEASE-DEC 2015	\$3,166.14
	48178491	12/06/2015	COPIER LEASE-HR	\$262.25
<b>63161</b>	12/16/2015		<b>SHELL</b>	<b>\$9.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	8000073489512	12/06/2015	FUEL-CITY VEHICLES	\$9.00
<b>63162</b>	12/16/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$25,462.07</b>
	Invoice	Date	Description	Amount
	2016-00000693	12/08/2015	11/03-12/04/15 SVC - 15625 STAFFORD ST	\$4,076.80
	15660STAFF-DEC15	12/08/2015	10/28-11/30/15 SVC - 15660 STAFFORD ST	\$1,827.03
	1123AHATCH-DEC15	12/09/2015	11/05-12/08/15 SVC - 1123 HATCHER AVE STE A	\$176.50
	1135HATCH-DEC15	12/09/2015	11/05-12/08/15 SVC - 1135 HATCHER AVE	\$382.28
	2016-00000694	12/09/2015	11/01-12/01/15 SVC - NOGALES ST/SAN JOSE AVE	\$615.84
	2016-00000695	12/10/2015	11/05-12/08/15 SVC - VARIOUS SITES	\$144.80
	2016-00000696	12/10/2015	11/01-12/01/15 SVC - 208 S. WADDINGHAM WAY	\$17,269.20
	2016-00000697	12/11/2015	11/01-12/01/15 SVC - GALE AVE/L ST	\$36.53
	2016-00000698	12/12/2015	11/10-12/11/15 SVC - BALDWIN PARK AVE U	\$72.04
	2016-00000699	12/12/2015	10/14-12/09/15 SVC - VALLEY BLVD U-VARIOUS SITES	\$861.05
<b>63163</b>	12/16/2015		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$154.27</b>
	Invoice	Date	Description	Amount
	180070555590	12/04/2015	11/4-12/3/15 SVC-NE CNR VALLEY/STIMS	\$154.27
<b>63164</b>	12/16/2015		<b>TELEPACIFIC COMMUNICATIONS</b>	<b>\$4,246.74</b>
	Invoice	Date	Description	Amount
	73020057-0	11/30/2015	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,246.74
<b>63165</b>	12/16/2015		<b>VERIZON</b>	<b>\$2,429.46</b>
	Invoice	Date	Description	Amount
	2016-00000680	11/25/2015	11/25-12/24/15 SVC-ELECTRIC MODEM	\$53.39
	2016-00000681	11/25/2015	11/25-12/24/15 SVC-ELECTRIC MODEM	\$62.97
	2016-00000682	11/28/2015	11/28-12/27/15 SVC-EM- 21912 GARCIA LN	\$62.97
	2016-00000683	11/28/2015	11/28-12/27/15 SVC-EM- 179 S. GRAND AVE	\$39.25
	2016-00000684	11/28/2015	11/28-12/27/15 SVC-ELECTRIC MODEM	\$55.72
	2016-00000685	12/01/2015	12/1-12/31/15 SVC-VARIOUS SITES	\$998.13

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000686	12/01/2015	12/1-12/31/15 SVC-GENERATOR SITE TELEMTRY	\$58.64
	2016-00000687	12/01/2015	12/1-12/31/15 SVC-GENERATOR SITE TELEMTRY	\$55.72
	2016-00000688	12/01/2015	12/1-12/31/15 SVC-VARIOUS SITES	\$921.06
	2016-00000689	12/04/2015	11/28/15-1/3/16 SVC-ELECTRIC MODEM	\$58.64
	2016-00000690	12/04/2015	12/4/15-1/3/16 SVC-ELETRIC MODEM	\$62.97
<b>63166</b>	12/16/2015		<b>VERIZON BUSINESS</b>	<b>\$114.58</b>
	Invoice	Date	Description	Amount
	63008489	12/10/2015	11/1-11/30/15 SVC-VARIOUS SITES	\$114.58
<b>63167</b>	12/16/2015		<b>VERIZON BUSINESS</b>	<b>\$31.37</b>
	Invoice	Date	Description	Amount
	63008488	12/10/2015	11/1-11/30/15 SVC-HATCHER WIRELESS SVC	\$31.37
<b>63168</b>	12/16/2015		<b>VERIZON WIRELESS - LA</b>	<b>\$950.68</b>
	Invoice	Date	Description	Amount
	9756272881	11/26/2015	10/27-11/26/15 SVC-VARIOUS WIRELESS	\$950.68
<b>63169</b>	12/16/2015		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$6,322.95</b>
	Invoice	Date	Description	Amount
	2158104	12/08/2015	10/31-11/30/15 SVC - IRR 820 FAIRWAY DR	\$73.15
	2158156	12/08/2015	10/31-11/30/15 SVC - LEMON AVE N OF CURRIER RD	\$37.08
	2158206	12/08/2015	10/31-11/30/15 SVC - FERRERO & GRAND EAST	\$486.55
	2158224	12/08/2015	10/31-11/30/15 SVC - BAKER PKWY METER #1	\$258.26
	2158225	12/08/2015	10/31-11/30/15 SVC - BAKER PKWY METER #2	\$201.11
	2158231	12/08/2015	10/31-11/30/15 SVC - GRAND AVE CROSSING	\$176.10
	2158232	12/08/2015	10/31-11/30/15 SVC - GRAND AVE CROSSING	\$71.07
	2158234	12/08/2015	10/31-11/30/15 SVC - 22002 VALLEY BLVD	\$194.64
	2158251	12/08/2015	10/31-11/30/15 SVC - 21350 VALLEY-MEDIAN	\$135.36
	2158252	12/08/2015	10/31-11/30/15 SVC - GRAND CROSSING EAST	\$37.08
	2158253	12/08/2015	10/31-11/30/15 SVC - GRAND CROSSING WEST	\$104.16

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<b>CITY.WF.CHK - City General Wells Fargo</b>			
2158254	12/08/2015	10/31-11/30/15 SVC - BAKER PKWY & GRAND N/W	\$1,360.15
2158261	12/08/2015	10/31-11/30/15 SVC - E/S GRAND S/O BAKER	\$127.75
2158267	12/08/2015	10/31-11/30/15 SVC - BREA CYN N OF RR TRKS	\$139.97
2158268	12/08/2015	10/31-11/30/15 SVC - BREA CYN N OF CURRIER	\$26.09
2158270	12/08/2015	10/31-11/30/15 SVC - 60 FWY INTERCHANGE	\$22.97
2158288	12/08/2015	10/31-11/30/15 SVC - END OF BAKER PKWY-TEMP	\$2,735.31
2158190	12/08/2015	10/31-11/30/15 SVC - BREA CYN RD & OLD RANCH RD	\$30.84
2158936	12/09/2015	11/04-12/01/15 SVC - PUMP STN N/W CHERYL	\$23.04
2158956	12/09/2015	11/04-12/01/15 SVC - PUMP STN BREA CYN	\$18.29
19835WAL-2159093	12/09/2015	11/04-12/01/15 SVC - 19835 WALNUT DR	\$9.55
2159181	12/09/2015	11/04-12/01/15 SVC - NOGALES PUMP STN	\$54.43
<b>63170</b>	12/24/2015	<b>ADVANCED DISCOVERY, INC.</b>	<b>\$25,008.07</b>
Invoice	Date	Description	Amount
B165246	11/30/2015	PROF SVC-LITIGATION	\$25,008.07
<b>63171</b>	12/24/2015	<b>ALVAKA NETWORKS</b>	<b>\$16,860.17</b>
Invoice	Date	Description	Amount
155807	12/01/2015	NETWORK MAINT-JAN 2016	\$6,540.17
155845NP	11/30/2015	TRIP CHARGE	\$220.00
155774	12/01/2015	NETWORK MAINT-JAN 2016	\$6,620.00
155712	11/25/2015	ADD'L HOURS FOR NOV 2015	\$3,480.00
<b>63172</b>	12/24/2015	<b>BRYAN PRESS</b>	<b>\$318.83</b>
Invoice	Date	Description	Amount
0073998	12/04/2015	LETTERHEAD-COI	\$318.83
<b>63173</b>	12/24/2015	<b>CASC ENGINEERING AND</b>	<b>\$12,643.80</b>
Invoice	Date	Description	Amount
34677	10/31/2015	NPDES ENG SVC-FOLLOW'S CAMP	\$4,324.80
34597	10/31/2015	NPDES ENG SVC-COI	\$8,319.00



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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63174</b>	12/24/2015		<b>CITY OF INDUSTRY</b>	<b>\$1,324.90</b>
	Invoice	Date	Description	Amount
	2016-00000037	11/30/2015	IH FUEL PUMP-CITY VEHICLES	\$211.76
	2016-00000033	11/30/2015	IH FUEL PUMP-SECURITY VEHICLES	\$1,113.14
<b>63175</b>	12/24/2015		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$2,362.08</b>
	Invoice	Date	Description	Amount
	2332418	11/30/2015	MO SVC-CITY RESIDENCES	\$2,362.08
<b>63176</b>	12/24/2015		<b>CITY OF INDUSTRY-MEDICAL</b>	<b>\$18,000.00</b>
	Invoice	Date	Description	Amount
	REG 12/24/15	12/14/2015	TRANSFER FUNDS-MEDICAL	\$18,000.00
<b>63177</b>	12/24/2015		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$100,000.00</b>
	Invoice	Date	Description	Amount
	P/R 12/15/15	12/14/2015	PAYROLL REIMBURSEMENT FOR 12/15/15	\$100,000.00
<b>63178</b>	12/24/2015		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$14,361.75</b>
	Invoice	Date	Description	Amount
	2332927-A	12/01/2015	DISP SVC-205 HUDSON	\$184.24
	2332927-B	12/01/2015	DISP SVC-841 7TH AVE	\$184.24
	2337954	11/30/2015	DISP SVC-1123 HATCHER	\$5,035.06
	2337956	11/30/2015	DISP SVC-333 TURNBULL CYN	\$2,528.67
	2332673	12/01/2015	DISP SVC-CITY HALL	\$299.47
	2332675	12/01/2015	DISP SVC-TRES HERMANOS	\$138.38
	2333274	12/01/2015	DISP SVC-CITY BUS STOPS	\$4,376.33
	2337998	11/30/2015	DISP SVC-HADDICKS IMPOUND YARD	\$1,615.36
<b>63179</b>	12/24/2015		<b>CITY OF WALNUT</b>	<b>\$19,093.36</b>
	Invoice	Date	Description	Amount

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<b>CITY.WF.CHK - City General Wells Fargo</b>			
3532	12/09/2015	ROADSIDE MAINT-VALLEY BLVD	\$19,093.36
<b>63180</b>	<b>12/24/2015</b>	<b>CNC ENGINEERING</b>	<b>\$164,132.55</b>
Invoice	Date	Description	Amount
44166	12/10/2015	ON-CALL STREET MAINT	\$392.20
44167	12/10/2015	WALNUT DR SOUTH WIDENING	\$1,169.71
44168	12/10/2015	VALLEY BLVD PAVEMENT RECONSTRUCTION	\$558.09
44169	12/10/2015	CLARK AVE WIDENING	\$1,362.63
44170	12/10/2015	EMERGENCY CREEK AND ROADWAY REPAIRS	\$6,749.86
44171	12/10/2015	GENERAL ENGINEERING SVC-CIP	\$39,223.39
44172	12/10/2015	GENERAL ENGINEERING SVC 11/23-12/6/15	\$39,837.59
44173	12/10/2015	TONNER CYN PROPERTY	\$6,201.00
44174	12/10/2015	PUENTE VALLEY OPERABLE UNIT	\$392.20
44175	12/10/2015	STREET LIGHTING MAINT DISTRICTS	\$891.99
44176	12/10/2015	MAINT OF CITY HALL	\$1,761.72
44177	12/10/2015	HOMESTEAD MUSEUM MAINT	\$470.64
44178	12/10/2015	VALLEY BLVD RESURFACING	\$14,479.62
44179	12/10/2015	PUC RAILROAD SAFETY UPGRADE	\$941.28
44180	12/10/2015	TRAFFIC SIGNAL AT DON JULIAN RD/SIXTH	\$6,832.50
44181	12/10/2015	SAN JOSE AVE RECONSTRUCTION	\$9,883.44
44182	12/10/2015	PROPERTY PURCHASE-1135 HATCHER AVE	\$470.64
44183	12/10/2015	INDUSTRY HILLS IMPROVEMENTS	\$156.88
44184	12/10/2015	LAUNDRY BLDG SETTLEMENT ISSUES	\$2,533.40
44185	12/10/2015	INDUSTRY HILLS-FUEL STN MAINT	\$313.76
44186	12/10/2015	PROPERTY MGMT FOR CITY OWNED PROPERTIES	\$2,538.48
44187	12/10/2015	205 HUDSON AVE-SHERIFF YAL OFFICES	\$81.36
44188	12/10/2015	FISCAL YEAR BUDGET	\$1,568.80
44189	12/10/2015	VARIOUS ASSIGNMENTS-SA TO IUDA	\$2,134.31
44190	12/10/2015	CITY PROPERTY 110 ACRES SOUTH OF	\$126.67
44191	12/10/2015	METROLINK STN/COMMUTER RAIL STATION	\$313.76
44192	12/10/2015	CIVIC FINANCIAL CENTER LANDSCAPING	\$380.01

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Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
44193	12/10/2015	MAINT OF YARD AT 1123 HATCHER AVE	\$410.22
44194	12/10/2015	ARENTH AVE RECONSTRUCTION	\$7,366.30
44195	12/10/2015	CITY OF INDUSTRY MUNICIPAL CODE COMPLIANCE	\$313.76
44196	12/10/2015	2015-2016 TARGET SPEED SURVEY	\$117.66
44197	12/10/2015	CIVIC FINANCIAL CENTER PARKING LOT	\$1,882.56
44198	12/10/2015	SURVEY OF MUNICIPALITIES	\$1,137.38
44199	12/10/2015	FULLERTON RD GRADE SEPARATION	\$3,695.44
44200	12/10/2015	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$549.08
44201	12/10/2015	FAIRWAY DR GRADE SEPARATION	\$1,345.14
44202	12/10/2015	NOGALES GRADE SEPARATION	\$549.08
012016	12/01/2015	MEALS/WHEELS RENT-JAN 2016	\$5,000.00
<b>63181</b>	12/24/2015	<b>CONSOLIDATED ELECTRICAL DIST.</b>	<b>\$29.21</b>
Invoice	Date	Description	Amount
3301-498803	12/02/2015	REPLACE LAMPS-CITY HALL	\$29.21
<b>63182</b>	12/24/2015	<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
Invoice	Date	Description	Amount
81636890	11/30/2015	GEOGRAPHIC PKG-NOV 2015	\$192.50
<b>63183</b>	12/24/2015	<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$99,181.87</b>
Invoice	Date	Description	Amount
PW-15110506281	11/05/2015	TRAFFIC SIGNAL MAINT	\$17,995.65
PW-15110506073	11/05/2015	STORM DRAIN MAINT	\$33,514.88
PW-15110506077	11/05/2015	PAVEMENT PATCHING	\$27,575.62
PW-15110506086	11/05/2015	TRAFFIC ENGINEERING SVC	\$9,379.09
PW-15110506091	11/05/2015	PUMP HOUSE MAINT	\$4,588.93
PW-15110506066	11/05/2015	REPAIR VALLLEY BLVD BRIDGE	\$897.81
PW-15110506118	11/05/2015	PAVEMENT MARKINGS	\$391.77
PW-15110506072	11/05/2015	STORM DAMAGE RESPONSE	\$474.10
PW-15110506075	11/05/2015	EMERGENCY ROAD CLOSURE	\$800.96

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	PW-15110506061	11/05/2015	PLAN CHECK SERVICES	\$309.89
	PW-15110506076	11/05/2015	LITTER/DEBRIS REMOVAL	\$496.59
	PW-15110506074	11/05/2015	STREET MAINT/INSPECTION	\$1,254.36
	PW-15110506110	11/05/2015	EMERGENCY PUBLIC ROAD SVC	\$578.95
	PW-15110506159	11/05/2015	SIGNING/STRIPING PLAN REVIEW	\$923.27
<b>63184</b>	12/24/2015		<b>DIGITAL ASSURANCE</b>	<b>\$2,500.00</b>
	Invoice	Date	Description	Amount
	28985	12/02/2015	SETUP FEE-BONDS SERIES 2015B	\$2,500.00
<b>63185</b>	12/24/2015		<b>DRAGON FIRE PROTECTION</b>	<b>\$86.70</b>
	Invoice	Date	Description	Amount
	38040	12/02/2015	SVC-METRO SOLAR/EL ENCANTO GUARD SHACKS	\$86.70
<b>63186</b>	12/24/2015		<b>EASYLINK SERVICES</b>	<b>\$56.33</b>
	Invoice	Date	Description	Amount
	07634191512	12/04/2015	FAX SVC-NOV 2015	\$56.33
<b>63187</b>	12/24/2015		<b>FEDERAL EXPRESS CORP.</b>	<b>\$130.33</b>
	Invoice	Date	Description	Amount
	5-251-59200	12/11/2015	MESSENGER SVC	\$130.33
<b>63188</b>	12/24/2015		<b>FRAZER, LLP</b>	<b>\$106,010.00</b>
	Invoice	Date	Description	Amount
	140335	11/15/2015	COI-PROF SVC 10/16-11/15/15	\$32,105.00
	140440	11/30/2015	COI-PROF SVC 11/1-11/15/15	\$25,675.00
	140439	11/30/2015	COI-PROF SVC FOR NOV 2015	\$11,115.00
	140376	11/30/2015	COI-ACCTG SVC 11/16-11/30/15	\$37,115.00
<b>63189</b>	12/24/2015		<b>FUEL PROS, INC.</b>	<b>\$150.00</b>
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	0000022381	10/28/2015	INDUSTRY HILLS-FUEL STN MAINT	\$150.00
<b>63190</b>	12/24/2015		<b>G.M. SAGER CONSTRUCTION CO.,</b>	<b>\$1,479.93</b>
	Invoice	Date	Description	Amount
	33705R	04/17/2015	INSTALL ADA DETECTABLE-METROLINK STN	\$1,479.93
<b>63191</b>	12/24/2015		<b>GMS ELEVATOR SERVICES, INC</b>	<b>\$134.00</b>
	Invoice	Date	Description	Amount
	00081044	12/01/2015	MO SVC-ELEVATOR	\$134.00
<b>63192</b>	12/24/2015		<b>HADDICK'S AUTO BODY</b>	<b>\$133.00</b>
	Invoice	Date	Description	Amount
	H-72093	11/25/2015	TOWING SVC-DONATION BIN	\$133.00
<b>63193</b>	12/24/2015		<b>HINDERLITER, DE LLAMAS AND</b>	<b>\$18,552.10</b>
	Invoice	Date	Description	Amount
	0024653-IN	11/27/2015	CONTRACT SVC-4TH QTR 2015	\$18,552.10
<b>63194</b>	12/24/2015		<b>HISTORICAL RESOURCES, INC.</b>	<b>\$278,475.00</b>
	Invoice	Date	Description	Amount
	12/10/15	12/10/2015	THIRD QTR OF FY 15/16	\$278,475.00
<b>63195</b>	12/24/2015		<b>HUNTER ELECTRIC SERVICE, INC.</b>	<b>\$680.00</b>
	Invoice	Date	Description	Amount
	2015-190	12/11/2015	LIGHTING REPAIRS-CITY HALL	\$340.00
	2015-189	12/11/2015	LIGHTING REPAIRS-HOMESTEAD	\$340.00
<b>63196</b>	12/24/2015		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$37,982.68</b>
	Invoice	Date	Description	Amount
	14-16141	12/11/2015	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-16130	12/11/2015	SECURITY SVC 12/4-12/10/15	\$16,978.84

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	14-16040	12/04/2015	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-16029	12/04/2015	SECURITY SVC 10/16-11/27-12/03/15	\$16,629.60
<b>63197</b>	12/24/2015		<b>INTERNATIONAL LINE BUILDERS</b>	<b>\$9,679.97</b>
	Invoice	Date	Description	Amount
	776909	11/10/2015	REPAIR STREET LIGHTS	\$9,679.97
<b>63198</b>	12/24/2015		<b>INTERTIE</b>	<b>\$9,750.00</b>
	Invoice	Date	Description	Amount
	1680	12/10/2015	ENERGY CONSULTING-METRO SOLAR	\$9,750.00
<b>63199</b>	12/24/2015		<b>JANUS PEST MANAGEMENT</b>	<b>\$1,290.00</b>
	Invoice	Date	Description	Amount
	172842	11/17/2015	SVC-CITY HALL	\$145.00
	173652	11/10/2015	SVC-TONNER CYN	\$125.00
	172843	11/17/2015	SVC-15660 STAFFORD	\$85.00
	172844	11/17/2015	SVC-15559 RAUSCH RD	\$85.00
	173653	11/10/2015	SVC-TRES HERMANOS	\$125.00
	172845	11/17/2015	SVC-IMC	\$145.00
	172912	12/01/2015	SVC-HOMESTEAD	\$580.00
<b>63200</b>	12/24/2015		<b>KIMLEY-HORN &amp; ASSOCIATES, INC.</b>	<b>\$784.04</b>
	Invoice	Date	Description	Amount
	7182697	10/31/2015	PUENTE AVE-TRAFFIC REVIEW	\$784.04
<b>63201</b>	12/24/2015		<b>KLEINFELDER, INC.</b>	<b>\$7,007.50</b>
	Invoice	Date	Description	Amount
	001082895	11/10/2015	SOIL TESTING-VARIOUS SITES	\$1,222.50
	001082986	11/11/2015	ENVIRONMENTAL AVC-NOGALES/FULLERTON	\$1,925.00
	001084091	11/12/2015	GEO SVC-IBC EAST TANK LOCATION	\$3,860.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63202</b>	12/24/2015		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$38,820.20</b>
	Invoice	Date	Description	Amount
	IN160000477	11/24/2015	ACCIDENT-COLIMA RD @ STONER CREEK	\$17,667.93
	IN160000457	11/25/2015	ACCIDENT-ROSE HILLS RD @ SAN GABRIEL RIVER	\$1,136.98
	IN160000458	11/25/2015	ACCIDENT-PEREZ PL @ TEMPLE AVE	\$6,172.12
	IN160000478	11/24/2015	ACCIDENT-ORANGE @ VALLEY BLVD	\$7,111.02
	IN160000485	11/24/2015	ACCIDENT-NELSON @ ORANGE AVE	\$1,355.96
	IN160000525	12/03/2015	PILOT ROUTINE MAINT	\$5,376.19
<b>63203</b>	12/24/2015		<b>L A COUNTY SHERIFF'S</b>	<b>\$690,377.95</b>
	Invoice	Date	Description	Amount
	161763NH	12/08/2015	SHERIFF CONTRACT-NOV 2015	\$690,377.95
<b>63204</b>	12/24/2015		<b>LA HABRA RELOCATION, INC.</b>	<b>\$3,960.00</b>
	Invoice	Date	Description	Amount
	2441	11/13/2015	MOVE RACKS AND BUILD CUBICLES	\$3,960.00
<b>63205</b>	12/24/2015		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$286.48</b>
	Invoice	Date	Description	Amount
	BS; 11/15	11/18/2015	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.48
<b>63206</b>	12/24/2015		<b>LANG, HANSEN, O'MALLEY &amp;</b>	<b>\$25,000.00</b>
	Invoice	Date	Description	Amount
	5123	12/02/2015	LEGISLATIVE SVC-DEC 2015	\$25,000.00
<b>63207</b>	12/24/2015		<b>LEIGHTON CONSULTING INC</b>	<b>\$881.50</b>
	Invoice	Date	Description	Amount
	21015	11/09/2015	GEO TESTING-66KV SUBSTATION FACILITY	\$881.50
<b>63208</b>	12/24/2015		<b>LOCKS PLUS</b>	<b>\$849.75</b>
	Invoice	Date	Description	Amount

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	32756	11/19/2015	REPAIRS AND DUPLICATE KEYS-CITY HALL	\$548.12
	32987	11/30/2015	RE-KEY FRONT DOOR-CITY HALL	\$161.04
	32983	11/09/2015	RE-KEY LOCK AND DUPLICATE KEYS-1123 HATCHER	\$140.59
<b>63209</b>	12/24/2015		<b>LOS ANGELES AREA COUNCIL</b>	<b>\$1,738.32</b>
	Invoice	Date	Description	Amount
	#10/31/2015	10/31/2015	TONNER CYN WATER CHARGES FOR OCT 2015	\$1,738.32
<b>63210</b>	12/24/2015		<b>METHOD TECHNOLOGIES</b>	<b>\$47.50</b>
	Invoice	Date	Description	Amount
	23002	11/30/2015	UPDATE CITY WEBSITE	\$47.50
<b>63211</b>	12/24/2015		<b>MYERS &amp; SONS HI-WAY SAFETY,</b>	<b>\$25.70</b>
	Invoice	Date	Description	Amount
	39142	12/09/2015	STOCK SIGNS	\$25.70
<b>63212</b>	12/24/2015		<b>NEW WORLD SYSTEMS</b>	<b>\$14,910.00</b>
	Invoice	Date	Description	Amount
	046246	12/15/2015	ANNUAL SOFTWARE MAINT	\$14,910.00
<b>63213</b>	12/24/2015		<b>PHILIPS, PAUL J.</b>	<b>\$139.25</b>
	Invoice	Date	Description	Amount
	12/10/15	12/10/2015	REIMBURSE FOR EXPENSES-LUNCH MEETINGS	\$139.25
<b>63214</b>	12/24/2015		<b>POST ALARM SYSTEMS</b>	<b>\$273.25</b>
	Invoice	Date	Description	Amount
	834213	12/03/2015	MONITORING SVC-JAN 2016	\$273.25
<b>63215</b>	12/24/2015		<b>RICKABUS, GRACE M.</b>	<b>\$3,500.00</b>
	Invoice	Date	Description	Amount
	JANUARY 2016	12/08/2015	LEASE OF STORAGE SPACE	\$3,500.00



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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63216</b>	12/24/2015		<b>ROBINSON'S FLOWERS</b>	<b>\$119.85</b>
	Invoice	Date	Description	Amount
	2494	12/02/2015	FLOWERS AND DELIVERY	\$119.85
<b>63217</b>	12/24/2015		<b>SAGE ENVIRONMENTAL GROUP</b>	<b>\$10,440.00</b>
	Invoice	Date	Description	Amount
	542	11/19/2015	BIOLOGICAL SVC-FOLLOW'S CAMP	\$10,440.00
<b>63218</b>	12/24/2015		<b>SC FUELS</b>	<b>\$20,322.46</b>
	Invoice	Date	Description	Amount
	2931790	11/24/2015	FUEL FOR PUMPS AT INDUSTRY HILLS	\$20,322.46
<b>63219</b>	12/24/2015		<b>SCS FIELD SERVICES</b>	<b>\$20,238.96</b>
	Invoice	Date	Description	Amount
	0265591	10/31/2015	PACIFIC PALMS-3RD QTR TESTING	\$1,225.00
	0265590	10/31/2015	MAINT LANDFILL GAS SYSTEM	\$19,013.96
<b>63220</b>	12/24/2015		<b>SO CAL INDUSTRIES</b>	<b>\$178.77</b>
	Invoice	Date	Description	Amount
	204613	11/18/2015	RR RENTAL-TONNER CYN	\$84.90
	203845	11/12/2015	RR RENTAL-TONNER CYN	\$93.87
<b>63221</b>	12/24/2015		<b>SOUTH COAST A.Q.M.D.</b>	<b>\$467.98</b>
	Invoice	Date	Description	Amount
	2893270	11/17/2015	ELEC GEN DIESEL-15625 STAFFORD ST	\$346.54
	2894438	11/17/2015	FLAT FEE EMISSIONS-15625 STAFFORD ST	\$121.44
<b>63222</b>	12/24/2015		<b>TECHNOLOGY UNLIMITED</b>	<b>\$581.66</b>
	Invoice	Date	Description	Amount
	298727	10/23/2015	SOFTWARE LICENSE RENEWAL	\$581.66

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 24, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63223</b>	12/24/2015		<b>THE PUN GROUP</b>	<b>\$6,600.00</b>
	Invoice	Date	Description	Amount
	2015-0295C	10/23/2015	IPFA-AUDIT BY 14/15	\$600.00
	2015-0295A	10/23/2015	COI-AUDIT FY 14/15	\$6,000.00
<b>63224</b>	12/24/2015		<b>THEE BEST ROOTER &amp; PLUMBING</b>	<b>\$502.25</b>
	Invoice	Date	Description	Amount
	4749	11/18/2015	RESTROOM REPAIR-POST OFFICE	\$177.25
	4754	12/12/2015	PLUMBING SVC-18065 E. GALE AVE	\$325.00
<b>63225</b>	12/24/2015		<b>THIENES ENGINEERING INC.</b>	<b>\$437.50</b>
	Invoice	Date	Description	Amount
	41712	11/10/2015	BREA CYN GRADING REPAIR	\$437.50
<b>63226</b>	12/24/2015		<b>THRALL, RANCE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount
	DECEMBER 2015	12/08/2015	MAINT SVC-DEC 2015	\$14,580.00
<b>63227</b>	12/24/2015		<b>WEATHERITE SERVICE</b>	<b>\$785.67</b>
	Invoice	Date	Description	Amount
	L165283	12/02/2015	A/C MAINT-15660 STAFFORD/15559 RAUSCH	\$370.00
	L165272	12/02/2015	A/C MAINT- IMC	\$415.67
<b>63228</b>	12/24/2015		<b>WILLDAN ENGINEERING</b>	<b>\$1,628.50</b>
	Invoice	Date	Description	Amount
	00613650	11/16/2015	ENGINEERING SVC-VARIOUS SITES	\$1,628.50
<b>63229</b>	12/24/2015		<b>WKE, INC</b>	<b>\$1,935.98</b>
	Invoice	Date	Description	Amount
	14011-2	11/10/2015	REVIEW T-WALL DESIGN-FULLERTON RD	\$1,935.98

**CITY OF INDUSTRY  
WELLS FARGO BANK  
December 24, 2015**

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
CITY.WF.CHK - City General Wells Fargo			

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	79	\$2,043,181.43

*CITY COUNCIL*

ITEM NO. 5.2

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF JANUARY 14, 2016**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,370,672.96
103	PROP A FUND	162,295.94
120	CAPITAL IMPROVEMENT FUND	120,951.46
161	IPUC - ELECTRIC	341,693.78
TOTAL ALL FUNDS		3,995,614.14

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	1,339,305.47
PROP/A	PROP A - CKING ACCOUNT	162,295.94
WFBK	WELLS FARGO CKING ACCOUNT	2,494,012.73
TOTAL ALL BANKS		3,995,614.14

**CITY OF INDUSTRY  
BANK OF AMERICA  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITYELEC.CHK - City Electric</b>				
1370	12/21/2015		CITY OF INDUSTRY	\$220,674.16
	Invoice	Date	Description	Amount
	12/21/15	12/21/2015	TRANSFR FUNDS-ELECTRIC	\$220,674.16
<b>CITYGEN.CHK - City General</b>				
24290	12/21/2015		CITY OF INDUSTRY	\$861,225.48
	Invoice	Date	Description	Amount
	12/21/15-A	12/21/2015	TRANSFER FUNDS-SAVINGS	\$861,225.48
24291	12/21/2015		CITY OF INDUSTRY	\$2,515.36
	Invoice	Date	Description	Amount
	12/21/15-B	12/21/2015	TRANSFER FUNDS 91-1 ADMIN	\$2,515.36
24292	12/21/2015		CITY OF INDUSTRY	\$251,536.07
	Invoice	Date	Description	Amount
	12/21/15-C	12/21/2015	TRANSFER FUNDS 91-1 REDEMPTION	\$251,536.07
<b>PARKCIT.CHK - Parking Citation Checking</b>				
548	12/23/2015		SUPERIOR COURT OF CALIFORNIA,	\$2,855.50
	Invoice	Date	Description	Amount
	NOVEMBER 2015	12/15/2015	PARKING CITATIONS REPORT-NOV 2015	\$2,855.50

**CITY OF INDUSTRY**  
**BANK OF AMERICA**  
**January 14, 2016**

Check	Date		Payee Name	Check	Amount
549	12/23/2015		TURBO DATA SYSTEMS, INC		\$388.90
	Invoice	Date	Description	Amount	
	23689	11/30/2015	CITATION PROCESSING OCT/NOV 2015	\$388.90	
550	12/23/2015		ZENEYDA, MAJANO		\$65.00
	Invoice	Date	Description	Amount	
	12/23/15	12/22/2015	REFUND-CITATION #130466	\$65.00	
551	12/23/2015		HERRERA, SERGIO		\$45.00
	Invoice	Date	Description	Amount	
	12/23/15	12/22/2015	REFUND-CITATION #129715	\$45.00	

Checks	Status	Count	Transaction Amount
	Total	8	\$1,339,305.47

# CITY OF INDUSTRY

## PROP A

January 14, 2016

Check	Date			Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>					
<b>11611</b>	12/23/2015			<b>ACE CONSTRUCTION AUTHORITY</b>	<b>\$156,302.70</b>
	Invoice	Date	Description	Amount	
	ACE-204-13	12/11/2015	BETTERMENT AGRMT-FAIRWAY DR SEPARATION	\$137,028.88	
	ACE-207-13	12/11/2015	BETTERMENT AGRMT-FULLERTON RD SEPARATION	\$19,273.82	
<b>11612</b>	12/23/2015			<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$78.80</b>
	Invoice	Date	Description	Amount	
	2332742	12/01/2015	DISP SVC-METROLINK	\$78.80	
<b>11613</b>	12/23/2015			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$5,189.19</b>
	Invoice	Date	Description	Amount	
	14-16041	12/04/2015	SECURITY SVC-METROLINK	\$1,729.73	
	14-16144	12/11/2015	SECURITY SVC-METROLINK	\$1,729.73	
	14-16208	12/18/2015	SECURITY SVC-METROLINK	\$1,729.73	
<b>11614</b>	12/23/2015			<b>SO CAL INDUSTRIES</b>	<b>\$187.74</b>
	Invoice	Date	Description	Amount	
	207208	12/09/2015	RR RENTAL-METROLINK	\$93.87	
	203844	11/12/2015	RR RENTAL-METROLINK	\$93.87	
<b>11615</b>	12/23/2015			<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$337.39</b>
	Invoice	Date	Description	Amount	
	2016-00000710	12/19/2015	10/22-11/21/15 SVC-600 S BREA CYN B	\$337.39	
<b>11616</b>	12/23/2015			<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$200.12</b>
	Invoice	Date	Description	Amount	
	2158075	12/08/2015	10/31-11/30/15 SVC-IRR METROLINK STA-SPANISH	\$181.83	
	2158955	12/09/2015	11/4-12/1/15 SVC-PLATFORM METROLINK BREA CYN	\$18.29	





**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECKS**  
**January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
62180	07/08/2015		CARNE ASADA	(\$1,599.66)
	Invoice	Date	Description	Amount
	6/24/15	07/08/2015	SETTLEMENT OF REIMBURSABLE EXPENSES	(\$1,599.66)
63237	12/28/2015		IUDA-ADMINISTRATIVE ACCOUNT	(\$750,250.63)
	Invoice	Date	Description	Amount
	2016-00000002	12/01/2015	REIMBURSEMENT FOR WESTBOUND ON-RAMP	(\$750,250.63)

Checks	Status	Count	Transaction Amount
	Total	2	(\$751,850.29)

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
63230	12/21/2015		<b>BANK OF AMERICA - VISA</b>	\$2,004.55
	Invoice	Date	Description	Amount
	2016-00000706	12/06/2015	11/07-12/06/15 - AUTHORIZED REP	\$2,004.55
63231	12/21/2015		<b>CITY CLERKS ASSOCIATION OF</b>	\$40.00
	Invoice	Date	Description	Amount
	969	12/15/2015	2016 RENEWAL APPLICATION	\$40.00
63232	12/21/2015		<b>EDGAR CHOW</b>	\$1,599.66
	Invoice	Date	Description	Amount
	6/24/15-A	12/21/2015	SETTLEMENT OF REIMBURSABLE EXPENSES	\$1,599.66
63233	12/21/2015		<b>EXXON MOBIL</b>	\$740.38
	Invoice	Date	Description	Amount
	72006767512	12/09/2015	FUEL-SECURITY VEHICLES	\$740.38
63234	12/21/2015		<b>PAETEC COMMUNICATIONS</b>	\$730.18
	Invoice	Date	Description	Amount
	59000955	12/10/2015	PHONE SVC-DEC 2015	\$730.18
63235	12/21/2015		<b>STATE WATER RESOURCES</b>	\$8,804.00
	Invoice	Date	Description	Amount
	SW-0105237	12/08/2015	STORM WATER PERMIT-IBC PROJECT	\$4,018.00
	SW-0105489	12/08/2015	STORM WATER PERMIT-17301 E. GALE	\$768.00
	SW-0105100	12/08/2015	STORM WATER PERMIT-IBC PROJECT	\$4,018.00
63236	12/28/2015		<b>CASSO &amp; SPARKS, LLP</b>	\$72,048.90
	Invoice	Date	Description	Amount
	20135	12/15/2015	COI-LEGAL SVC FOR AUG 2015	\$72,048.90
63237	12/28/2015		<b>IUDA-ADMINISTRATIVE ACCOUNT</b>	\$750,250.63
	Invoice	Date	Description	Amount
		12/30/2015		

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000002	12/01/2015	REIMBURSEMENT FOR WESTBOUND ON-RAMP	\$750,250.63
<b>63238</b>	12/28/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	DP15-14/ZE15-4	12/21/2015	FEE-NOTICE OF AVAILABILITY-DP15-14,ZE15-4, AND	\$75.00
<b>63239</b>	12/28/2015		<b>THE DOLPHIN GROUP, INC.</b>	<b>\$15,000.00</b>
	Invoice	Date	Description	Amount
	30192	11/30/2015	MEDIA CONSULTING-NOV 2015	\$15,000.00
<b>63240</b>	12/28/2015		<b>WALL STREET JOURNAL</b>	<b>\$488.76</b>
	Invoice	Date	Description	Amount
	12/13/15	12/13/2015	SUBSCRIPTION-P. TUCKER	\$488.76
<b>63241</b>	12/28/2015		<b>CRESCENT BAY TECHNOLOGY</b>	<b>\$33,000.00</b>
	Invoice	Date	Description	Amount
	1523	11/10/2015	INSTALL TELEPHONE SYSTEM	\$33,000.00
<b>63242</b>	12/29/2015		SPOILED CHECK	\$0.00
<b>63243</b>	12/29/2015		<b>AT &amp; T</b>	<b>\$237.61</b>
	Invoice	Date	Description	Amount
	2016-00000744	12/17/2015	12/17-01/16/16 SVC - TONNER-GUARD SHACK	\$114.17
	2016-00000745	12/17/2015	12/17-01/16/16 SVC - TONNER-RADIO	\$123.44
<b>63244</b>	12/29/2015		<b>CITY OF CHINO HILL UTILITY</b>	<b>\$215.94</b>
	Invoice	Date	Description	Amount
	2016-00000746	12/14/2015	11/16-12/08/15 SVC - 1550 RANCHO HILLS DR	\$215.94
<b>63245</b>	12/29/2015		<b>GAS COMPANY, THE</b>	<b>\$41.66</b>
	Invoice	Date	Description	Amount
	2016-00000747	12/17/2015	11/13-12/15/15 SVC - 610 S BREA CYN RD	\$41.66

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63246</b>	12/29/2015	<b>ROWLAND WATER DISTRICT</b>		<b>\$700.82</b>
	Invoice	Date	Description	Amount
	2016-00000750	12/22/2015	11/17-12/14/15 SVC - 1100 AZUSA AVE	\$152.66
	2016-00000751	12/22/2015	11/17-12/15/15 SVC - 17217 & 17229 CHESTNUT ST	\$163.26
	1123CHATCH-DEC15	12/22/2015	11/17-12/15/15 SVC - 1123C HATCHER ST	\$111.06
	1135HATCH-DEC15	12/22/2015	11/17-12/15/15 SVC - 1135 HATCHER ST	\$53.06
	1123DHATCH-DEC15	12/22/2015	11/17-12/15/15 SVC - 1123D HATCHER ST	\$61.76
	2016-00000752	12/22/2015	11/17-12/15/15 SVC - 755 NOGALES (RC)	\$100.96
	2016-00000753	12/22/2015	11/17-12/15/15 SVC - AZUSA AVE (RC)	\$58.06
<b>63247</b>	12/29/2015	<b>SAN GABRIEL VALLEY WATER CO.</b>		<b>\$487.62</b>
	Invoice	Date	Description	Amount
	2016-00000748	12/15/2015	11/13-12/14/15 SVC - 14329 VALLEY	\$299.44
	2016-00000749	12/16/2015	11/16-12/15/15 SVC - 336 EL ENCANTO	\$48.51
	841 7TH-DEC15	12/17/2015	11/17-12/16/15 SVC - 841 S SEVENTH	\$139.67
<b>63248</b>	12/29/2015	<b>SO CALIFORNIA EDISON COMPANY</b>		<b>\$59,373.04</b>
	Invoice	Date	Description	Amount
	2016-00000715	12/15/2015	11/12-12/14/15 SVC - 490 7TH U	\$73.98
	2016-00000716	12/16/2015	11/13-12/15/15 SVC - 19835 E WALNUT DR	\$65.24
	2016-00000717	12/18/2015	11/17-12/17/15 SVC - 1341 FULLERTON RD	\$39.88
	2016-00000718	12/18/2015	11/17-12/17/15 SVC - 17635 GALE	\$1,470.77
	2016-00000719	12/19/2015	11/17-12/17/15 SVC - PECK RD S/O PELLISSIER	\$35.54
	841 7TH-DEC15	12/19/2015	11/17-12/17/15 SVC - 841 7TH AVE	\$627.85
	2016-00000721	12/19/2015	11/17-12/17/15 SVC - VARIOUS SITES	\$98.13
	2016-00000722	12/19/2015	11/17-12/17/15 SVC - VARIOUS SITES	\$1,392.69
	2016-00000723	12/19/2015	11/17-12/17/15 SVC - VARIOUS SITES	\$5,085.81
	2016-00000724	12/19/2015	07/06-12/01/15 SVC - VARIOUS SITES	\$39,379.33
	2016-00000725	12/19/2015	11/01-12/01/15 SVC - VARIOUS SITES	\$4,207.28
	2016-00000726	12/19/2015	11/17-12/17/15 SVC - VARIOUS SITES	\$3,339.81
	2016-00000727	12/19/2015	10/28-12/17/15 SVC - VARIOUS SITES	\$2,989.39

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000728	12/19/2015	11/17-12/17/15 SVC - 15415 DON JULIAN RD	\$180.63
	2016-00000729	12/23/2015	11/21-12/22/15 SVC - 580 S BREA CYN	\$26.49
	2016-00000730	12/23/2015	11/21-12/22/15 SVC - 21380 VALLEY PED	\$98.15
	2016-00000731	12/23/2015	11/21-12/22/15 SVC - 575 S BREA CYN	\$26.65
	2016-00000732	12/26/2015	11/24-12/24/15 SVC - 745 ANAHEIM PUENTE RD CP	\$85.20
	2016-00000733	12/26/2015	11/24-12/24/15 SVC - 17378 E GALE B	\$43.12
	2016-00000734	12/26/2015	11/01-12/23/15 SVC - 600 S BREA CYN RD	\$107.10
<b>63249</b>	12/29/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$293.87</b>
	Invoice	Date	Description	Amount
	2016-00000720	12/19/2015	09/16-11/17/15 SVC - 19001 TONNER CYN RD	\$293.87
<b>63250</b>	12/29/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$12,965.05</b>
	Invoice	Date	Description	Amount
	7500605590	12/16/2015	11/01-11/30/15 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
	7500605591	12/16/2015	11/01-11/30/15 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
	7500605592	12/16/2015	11/01-11/30/15 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500605602	12/16/2015	11/01-11/30/15 SVC - 133 N. AZUSA AVE	\$1,901.61
	7500606419	12/22/2015	11/01-11/30/15 SVC - RELIABILITY SVC	\$745.45
<b>63251</b>	12/29/2015		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$3,224.61</b>
	Invoice	Date	Description	Amount
	180080458575	12/21/2015	11/21-12/21/15 SVC - 205 HUDSON AVE	\$47.25
	180070560791	12/22/2015	11/24-12/22/15 SVC - AZUSA & GEMINI	\$3,177.36
<b>63252</b>	12/29/2015		<b>VERIZON</b>	<b>\$1,119.72</b>
	Invoice	Date	Description	Amount
	2016-00000735	12/10/2015	12/10-01/09/16 SVC - GENERATOR SITE-TELEMETRY	\$147.10
	2016-00000736	12/07/2015	12/07-01/06/16 SVC - GENERATOR SITE-TELEMETRY	\$25.23
	2016-00000737	12/10/2015	12/10-01/09/16 SVC - EM-21508 BAKER PKWY	\$55.72
	2016-00000738	12/10/2015	12/10-01/09/16 SVC - GENERATOR SITE-TELEMETRY	\$55.72
	2016-00000739	12/10/2015	12/10-01/09/16 SVC - 600 BREA CYN RD	\$223.73

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000740	12/10/2015	12/10-01/09/16 SVC - EM-21808 GARCIA LN-ALARM	\$62.97
	841 7TH-DEC15	12/10/2015	12/10-01/09/16 SVC - 841 S. 7TH	\$97.75
	2016-00000741	12/16/2015	12/16-01/15/16 SVC - PH AUTO PLAZA	\$337.76
	2016-00000742	12/16/2015	12/16-01/15/16 SVC - BREA CYN PUMP STN	\$65.77
	2016-00000743	12/16/2015	12/16-01/15/16 SVC - GENERATOR SITE-TELEMETRY	\$47.97
<b>63253</b>	12/30/2015		<b>IUDA - 2008 SUB-LIEN #2</b>	<b>\$750,250.63</b>
	Invoice	Date	Description	Amount
	2016-00000002	12/01/2015	REIMBURSEMENT FOR WESTBOUND ON-RAMP	\$750,250.63
<b>63254</b>	01/04/2016		<b>BROWN, CHRISTINA M.</b>	<b>\$5,538.73</b>
	Invoice	Date	Description	Amount
	FALL 2015	12/29/2015	REIMBURSE - TUITION/BOOKS	\$5,538.73
<b>63255</b>	01/04/2016		<b>GAS COMPANY, THE</b>	<b>\$204.55</b>
	Invoice	Date	Description	Amount
	2016-00000755	12/28/2015	11/20-12/22/15 SVC - 15415 DON JULIAN RD	\$204.55
<b>63256</b>	01/04/2016		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$1,251.13</b>
	Invoice	Date	Description	Amount
	15660STAFF-DEC15	12/17/2015	10/19-12/17/15 SVC - 15660 STAFFORD ST	\$189.76
	2016-00000756	12/17/2015	10/19-12/17/15 SVC - 15414 DON JULIAN RD	\$390.33
	2016-00000757	12/17/2015	10/19-12/17/15 SVC - 15414 DON JULIAN RD	\$505.66
	2016-00000758	12/17/2015	10/19-12/17/15 SVC - 15625 STAFFORD ST	\$61.24
	2016-00000759	12/17/2015	10/19-12/17/15 SVC - 15625 STAFFORD ST	\$104.14
<b>63257</b>	01/04/2016		<b>ROWLAND WATER DISTRICT</b>	<b>\$857.35</b>
	Invoice	Date	Description	Amount
	2016-00000760	12/22/2015	11/16-12/14/15 SVC - AZUSA AVE-CENTER	\$58.86
	2016-00000761	12/22/2015	11/17-12/14/15 SVC - AZUSA AVENUE 205597	\$82.06
	2016-00000762	12/22/2015	11/17-12/15/15 SVC - 930 AZUSA AVE	\$210.49
	2016-00000763	12/22/2015	11/17-12/15/15 SVC - 17401 VALLEY BLVD	\$190.19

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000764	12/22/2015	11/17-12/15/15 SVC - 18044 ROWLAND-LAWSON	\$111.06
	2016-00000765	12/22/2015	11/17-12/15/15 SVC - HURLEY ST & VALLEY	\$204.69
<b>63258</b>	01/04/2016		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$6,090.95</b>
	Invoice	Date	Description	Amount
	2016-00000770	12/29/2015	11/25-12/28/15 SVC - PELLISSIER	\$242.06
	2016-00000771	12/29/2015	11/25-12/28/15 SVC - IRRIG SALT LAKE/SEVENTH	\$183.83
	2016-00000772	12/29/2015	11/25-12/28/15 SVC - CROSSROADS PKWY SOUTH	\$533.96
	2016-00000773	12/29/2015	11/25-12/28/15 SVC - CROSSROADS PKWY SOUTH	\$182.61
	2016-00000774	12/29/2015	11/25-12/28/15 SVC - CROSSROADS PKWY SOUTH	\$827.94
	2016-00000775	12/29/2015	11/25-12/28/15 SVC - CROSSROADS PKWY NORTH	\$943.55
	2016-00000776	12/29/2015	11/25-12/28/15 SVC - CROSSROADS PKWY NORTH	\$915.90
	2016-00000777	12/29/2015	11/25-12/28/15 SVC - CROSSROADS PKWY NORTH	\$308.13
	2016-00000778	12/29/2015	11/25-12/28/15 SVC - PELLISSIER	\$378.72
	2016-00000779	12/29/2015	11/25-12/28/15 SVC - PELLISSIER	\$440.25
	2016-00000780	12/29/2015	11/25-12/28/15 SVC - PECK/UNION PACIFIC BRIDGE	\$418.36
	2016-00000781	12/29/2015	11/25-12/28/15 SVC - S/E COR OF PELLISSIER	\$715.64
<b>63259</b>	01/04/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$1,479.44</b>
	Invoice	Date	Description	Amount
	2016-00000783	12/31/2015	11/30-12/29/15 SVC - 5010 ENGLISH	\$122.94
	2016-00000784	12/31/2015	11/30-12/29/15 SVC - 205 N HUDSON AVE	\$484.64
	2016-00000786	12/29/2015	11/24-12/24/15 SVC - BREA CYN - VARIOUS SITES	\$602.65
	2016-00000787	12/30/2015	11/30-12/29/15 SVC - 137 N HUDSON AVE	\$269.21
<b>63260</b>	01/04/2016		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$71.45</b>
	Invoice	Date	Description	Amount
	2016-00000782	12/24/2015	11/23-12/23/15 SVC - 5010 ENGLISH RD	\$71.45
<b>63261</b>	01/04/2016		<b>VERIZON</b>	<b>\$562.07</b>
	Invoice	Date	Description	Amount
	2016-00000766	12/19/2015	12/19-01/18/16 SVC - GENERATOR SITE-TELEMETRY	\$42.50



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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000767	12/19/2015	12/19-01/18/16 SVC - ELECTRIC MODEM	\$55.72
	2016-00000768	12/19/2015	12/19-01/18/16 SVC - EM-21415 BAKER PKWY	\$53.39
	2016-00000769	12/19/2015	12/19-01/18/16 SVC - FOLLOW'S CAMP	\$65.71
	2016-00000788	12/22/2015	12/22-01/21/16 SVC - ELECTRIC MODEM	\$53.39
	2016-00000789	12/22/2015	12/22-01/21/16 SVC - GENERATOR SITE-TELEMETRY	\$58.64
	2016-00000790	12/25/2015	12/25-01/24/16 SVC - ELECTRIC MODEM	\$106.78
	2016-00000791	12/25/2015	12/25-01/24/16 SVC - ELECTRIC MODEM	\$125.94
<b>63262</b>	01/06/2016		<b>SHELL ENERGY NORTH AMERICA-</b>	<b>\$83,616.00</b>
	Invoice	Date	Description	Amount
	1564736	01/06/2016	WHOLESALE USE - DEC 2015	\$83,616.00
<b>63263</b>	01/14/2016		<b>ADMIN SURE</b>	<b>\$1,900.00</b>
	Invoice	Date	Description	Amount
	9042	12/15/2015	CLAIM ADMIN-JAN 2016	\$1,900.00
<b>63264</b>	01/14/2016		<b>ALVAKA NETWORKS</b>	<b>\$19,540.17</b>
	Invoice	Date	Description	Amount
	155885	01/01/2016	NETWORK MAINT - FEB 2016	\$6,620.00
	155913	01/01/2016	NETWORK MAINT - FEB 2016	\$6,540.17
	155950	12/29/2015	ADD'L HOURS FOR DEC 2015	\$6,380.00
<b>63265</b>	01/14/2016		<b>APPLIED METERING</b>	<b>\$880.00</b>
	Invoice	Date	Description	Amount
	5336	12/10/2015	METER MAINT-NOV 2015	\$880.00
<b>63266</b>	01/14/2016		<b>ARAMARK REFRESHMENT</b>	<b>\$227.88</b>
	Invoice	Date	Description	Amount
	9202812	12/18/2015	COFFEE/OFFICE SUPPLIES	\$227.88
<b>63267</b>	01/14/2016		<b>ASSOC. OF PUBLIC TREASURERS</b>	<b>\$145.00</b>
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	103565	10/29/2014	MEMBERSHIP RENEWAL 10/1/15-9/30/16 - P. TUCKER	\$145.00
<b>63268</b>	01/14/2016		<b>AT &amp; T</b>	\$176.00
	Invoice	Date	Description	Amount
	3991930302	12/23/2015	11/19-12/18/15 SVC - METROLINK	\$176.00
<b>63269</b>	01/14/2016		<b>AVANT-GARDE, INC</b>	\$997.50
	Invoice	Date	Description	Amount
	3861-A	11/18/2015	PROJECT MGMT-AZUSA AVE BRIDGE	\$722.50
	3885	12/17/2015	PROJECT MGMT SVC - CITY BRIDGES	\$275.00
<b>63270</b>	01/07/2016		SPOILED CHECK	\$0.00
<b>63271</b>	01/07/2016		SPOILED CHECK	\$0.00
<b>63272</b>	01/07/2016		SPOILED CHECK	\$0.00
<b>63273</b>	01/07/2016		SPOILED CHECK	\$0.00
<b>63274</b>	01/14/2016		<b>BRYAN PRESS</b>	\$182.58
	Invoice	Date	Description	Amount
	0074111	12/22/2015	COI-ENVELOPES	\$182.58
<b>63275</b>	01/14/2016		<b>CHEM PRO LABORATORY, INC</b>	\$269.00
	Invoice	Date	Description	Amount
	597654	11/23/2015	WATER TREATMENT-NOV 2015	\$269.00
<b>63276</b>	01/14/2016		<b>CITY OF INDUSTRY-MEDICAL</b>	\$204,000.00
	Invoice	Date	Description	Amount
	REG 1/14/16	01/06/2016	TRANSFER FUNDS-MEDICAL	\$204,000.00
<b>63277</b>	01/14/2016		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	\$100,000.00

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	P/R 12/31/15	12/29/2015	PAYROLL REIMBURSEMENT FOR 12/31/15	\$100,000.00
<b>63278</b>	01/14/2016		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$1,034.44</b>
	Invoice	Date	Description	Amount
	2337955	11/30/2015	STORAGE BOX RENTAL-TONNER CYN	\$690.00
	2332674	12/01/2015	STORAGE BOX RENTAL-TONNER CYN	\$344.44
<b>63279</b>	01/14/2016		<b>CNC ENGINEERING</b>	<b>\$211,814.82</b>
	Invoice	Date	Description	Amount
	44216	12/23/2015	INDUSTRY'S 66KV ELECTRICAL SUBSTATION	\$2,597.53
	44217	12/23/2015	ON-CALL STREET MAINT PROGRAM	\$549.08
	44218	12/23/2015	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	\$14,956.35
	44219	12/23/2015	CLARK AVE WIDENING AND SIDEWALK	\$1,435.24
	44220	12/23/2015	EMERGENCY CREEK AND ROADWAY REPAIRS-	\$10,363.91
	44221	12/23/2015	GENERAL ENGINEERING SVC-CIP	\$53,587.54
	44222	12/23/2015	GENERAL ENGINEERING SVC 12/7-12/20/15	\$60,772.84
	44223	12/23/2015	TONNER CYN PROPERTY	\$39.22
	44224	12/23/2015	PUENTE VALLEY OPERABLE UNIT GROUNDWATER	\$1,019.72
	44225	12/23/2015	MAINT OF CITY HALL	\$627.52
	44226	12/23/2015	MAINT OF THE IMC	\$283.55
	44227	12/23/2015	HOMESTEAD MUSEUM MAINT	\$627.52
	44228	12/23/2015	PUC RAILROAD SAFETY UPGRADE FOR TEMPLE	\$862.84
	44229	12/23/2015	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$4,289.30
	44230	12/23/2015	SAN JOSE AVE RECONSTRUCTION	\$2,980.72
	44231	12/23/2015	PROPERTY PURCHASE AND REDEVELOP-1135	\$627.52
	44232	12/23/2015	TRAFFIC SIGNAL AT NELSON AND SUNSET	\$627.52
	44233	12/23/2015	INDUSTRY HILLS IMPROVEMENTS	\$156.88
	44234	12/23/2015	LAUNDRY BLDG SETTLEMENT ISSUES	\$283.55
	44235	12/23/2015	INDUSTRY HILLS FUEL TANK DISPENSING	\$313.76
	44236	12/23/2015	PACIFIC PALMS REPAIRS TO PARKING LOT	\$156.88
	44237	12/23/2015	PROPERTY MGMT FOR CITY OWNED PROPERTIES	\$2,538.48

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
44238	12/23/2015		FISCAL YEAR BUDGET	\$2,536.34
44239	12/23/2015		VARIOUS ASSIGNMENTS - SA TO IUDA	\$2,269.73
44240	12/23/2015		CITY PROPERTY-110 ACRES SOUTH OF	\$253.34
44241	12/23/2015		METROLINK STATION/COMMUTER RAIL STN	\$313.76
44242	12/23/2015		REPAIRS/UPGRADES TO STORM WATER PUMP	\$784.40
44243	12/23/2015		CIVIC-FINANCIAL CENTER LANDSCAPING	\$600.23
44244	12/23/2015		MAINT OF 1123 HATCHER AVE	\$440.43
44245	12/23/2015		ARENTH AVE RECONSTRUCTION	\$26,347.64
44246	12/23/2015		CITY OF INDUSTRY MUNICIPAL CODE COMPLIANCE	\$156.88
44247	12/23/2015		CIVIC FINANCIAL CTR PARKING LOT EXPANSION	\$11,123.64
44248	12/23/2015		PECK ROAD STORM DRAIN DEBRIS REMOVAL	\$313.76
44249	12/23/2015		SURVEY OF MUNICIPALITIES	\$3,882.78
44250	12/23/2015		FULLETON RD GRADE SEPARATION	\$2,491.28
44251	12/23/2015		ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$289.38
44252	12/23/2015		FAIRWAY DR GRADE SEPARATION	\$78.44
44253	12/23/2015		NOGALES GRADE SEPARATION	\$235.32
<b>63280</b>	01/14/2016		<b>COMFORT SYSTEMS USA</b>	<b>\$1,973.83</b>
	Invoice	Date	Description	Amount
	240052	12/21/2015	A/C MAINT - EL ENCANTO	\$1,973.83
<b>63281</b>	01/14/2016		<b>CONSOLIDATED ELECTRICAL DIST.</b>	<b>\$108.73</b>
	Invoice	Date	Description	Amount
	3301-499059	12/18/2015	ELECTRICAL SUPPLIES-IMC	\$108.73
<b>63282</b>	01/14/2016		<b>CORDOBA CORPORATION</b>	<b>\$45,000.00</b>
	Invoice	Date	Description	Amount
	215-458	12/08/2015	REAL ESTATE ADVISORY SVC	\$45,000.00
<b>63283</b>	01/14/2016		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$40,454.30</b>
	Invoice	Date	Description	Amount
	PW-15121706958	12/17/2015	WIRELESS WORK & FIELD ASSISTANCE	\$2,034.82

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	PW-15121706971	12/17/2015	6TH AVE & DON JULIAN RD	\$1,770.85
	PW-15121706979	12/17/2015	STORM DRAIN MAINT	\$5,633.38
	PW-15121706980	12/17/2015	STREET MAINT/INSPECTION	\$3,298.52
	PW-15121706981	12/17/2015	EMERGENCY ROAD CLOSURE	\$618.45
	PW-15121706982	12/17/2015	LITTER/DEBRIS REMOVAL	\$428.49
	PW-15121706983	12/17/2015	PAVEMENT PATCHING	\$905.60
	PW-15121706984	12/17/2015	TRAFFIC SIGNING REPAIRS	\$144.56
	PW-15121706988	12/17/2015	TRAFFIC ENGINEERING SVC	\$6,412.30
	PW-15121706992	12/17/2015	PUMP HOUSE MAINT	\$6,017.70
	PW-15121707224	12/17/2015	TRAFFIC SIGNAL MAINT	\$13,189.63
<b>63284</b>	01/14/2016		<b>D M V RENEWAL</b>	<b>\$184.00</b>
	Invoice	Date	Description	Amount
	7C21316-16	12/28/2015	REGISTRATION RENEWAL-LIC 7C21316	\$184.00
<b>63285</b>	01/14/2016		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$2,571.92</b>
	Invoice	Date	Description	Amount
	12/15/15	12/15/2015	SHELTER COSTS-NOV 2015	\$2,571.92
<b>63286</b>	01/14/2016		<b>EGOSCUE LAW GROUP</b>	<b>\$3,162.50</b>
	Invoice	Date	Description	Amount
	11115	01/05/2016	LEGAL SVC - FOLLOW'S CAMP - DECEMBER 2015	\$3,162.50
<b>63287</b>	01/14/2016		<b>ELECTRA-MEDIA, INC</b>	<b>\$1,763.00</b>
	Invoice	Date	Description	Amount
	4115	12/15/2015	PH AUTO DISPLAY-JAN 2016	\$1,763.00
<b>63288</b>	01/14/2016		<b>ENCO UTILITY SERVICES</b>	<b>\$7,609.50</b>
	Invoice	Date	Description	Amount
	0113-0035MR	12/11/2015	METER READING-NOV 2015	\$2,263.50
	0612-000392S	12/11/2015	METER SYSTEM MONITORING-NOV 2015	\$2,846.00
	20-3-12-15	12/31/2015	PROF SVC - DECEMBER 2015	\$2,500.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63289</b>	01/14/2016		<b>FRAZER, LLP</b>	<b>\$72,850.00</b>
	Invoice	Date	Description	Amount
	140675	12/15/2015	COI-ACCTG SVC 12/1-12/15/15	\$41,345.00
	140865	12/31/2015	COI-ACCTG SVC 12/16-12/31/15	\$31,505.00
<b>63290</b>	01/14/2016		<b>FRY'S ELECTRONICS</b>	<b>\$120,743.00</b>
	Invoice	Date	Description	Amount
	APR-SEP 2015	12/21/2015	SALES TAX REBATE - APR THRU SEP 2015	\$120,743.00
<b>63291</b>	01/14/2016		<b>FUEL PROS, INC.</b>	<b>\$1,323.29</b>
	Invoice	Date	Description	Amount
	0000022592	11/16/2015	INDUSTRY HILLS-FUEL STN MAINT	\$215.00
	0000022647	11/20/2015	INDUSTRY HILLS-FUEL STN MAINT	\$150.00
	0000022752	11/24/2015	INDUSTRY HILLS - FUEL STATION MAINT	\$958.29
<b>63292</b>	01/14/2016		<b>GLENN'S REFRIGERATION</b>	<b>\$795.00</b>
	Invoice	Date	Description	Amount
	16392	09/18/2015	REPAIR ICE MACHINE - 1123 HATCHER AVE	\$795.00
<b>63293</b>	01/14/2016		<b>GONSALVES &amp; SON, JOE A.</b>	<b>\$5,000.00</b>
	Invoice	Date	Description	Amount
	25786	12/16/2015	LEGISLATIVE SVC-JAN 2016	\$5,000.00
<b>63294</b>	01/14/2016		<b>HADDICK'S AUTO BODY</b>	<b>\$4,875.48</b>
	Invoice	Date	Description	Amount
	H-72335	12/29/2015	TOWING SVC - LIC 6PKM569	\$40.00
	047604	12/07/2015	AUTO MAINT - LIC 1279616	\$1,191.31
	047605	12/07/2015	AUTO MAINT - LIC 1210025	\$629.68
	047607	12/29/2015	AUTO MAINT - LIC 1320295	\$329.85
	047608	12/29/2015	AUTO MAINT - LIC 1370863	\$668.44
	047612	12/29/2015	AUTO MAINT - LIC 7W20338	\$1,238.24

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	047613	12/29/2015	AUTO MAINT - LIC 1356177	\$56.10
	047614	12/29/2015	AUTO MAINT - LIC 1347776	\$445.09
	047615	12/29/2015	AUTO MAINT - LIC 1279616	\$136.52
	047620	12/29/2015	AUTO MAINT - LIC E360103	\$140.25
<b>63295</b>	01/14/2016		<b>HOME DEPOT CREDIT SERVICE</b>	<b>\$21.78</b>
	Invoice	Date	Description	Amount
	1565077	12/09/2015	MISC SUPPLIES	\$21.78
<b>63296</b>	01/14/2016		<b>HUNTER ELECTRIC SERVICE, INC.</b>	<b>\$282.00</b>
	Invoice	Date	Description	Amount
	2015-196	12/22/2015	INSTALL BOOSTER PUMP-TONNER CYN	\$282.00
<b>63297</b>	01/14/2016		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$56,385.81</b>
	Invoice	Date	Description	Amount
	14-16195	12/18/2015	SECURITY SVC 12/11-12/17/15	\$16,548.21
	14-16206	12/18/2015	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-16221	12/28/2015	SECURITY SVC 12/18-12/24/15	\$16,587.54
	14-16233	12/28/2015	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-16325	01/04/2016	SECURITY SVC 12/25-12/31/15	\$16,520.38
	14-16336	01/04/2016	SECURITY SVC - TRES HERMANOS	\$2,355.44
<b>63298</b>	01/14/2016		<b>KIMLEY-HORN &amp; ASSOCIATES, INC.</b>	<b>\$5,266.69</b>
	Invoice	Date	Description	Amount
	7198888	10/31/2015	FAIRWAY DR GRADE SEPARATION	\$2,375.05
	6680368	04/30/2015	TRAFFIC ENG SVC - FAIRWAY DR./WALNUT DR.	\$1,094.89
	7252662	11/30/2015	TRAFFIC ENG - PUENTE AVE GRADE SEPARATION	\$1,796.75
<b>63299</b>	01/14/2016		<b>KLEINFELDER, INC.</b>	<b>\$4,055.00</b>
	Invoice	Date	Description	Amount
	001085982	12/03/2015	GEO STUDY-PAC PALMS LAUNDRY PAVEMENT	\$4,055.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>63300</b>	01/14/2016		<b>L A COUNTY DEPT OF PUBLIC</b>	<b>\$1,794.12</b>
	Invoice	Date	Description	Amount
	SA160000027	12/17/2015	CATCH BASIN CLEANOUT 14/15	\$1,794.12
<b>63301</b>	01/14/2016		<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	CUP15-14/DP15-17	12/23/2015	FEE-NOTICE OF EXEMPTION	\$75.00
<b>63302</b>	01/14/2016		<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	CUP15-18	12/23/2015	FEE-NOTICE OF EXEMPTION	\$75.00
<b>63303</b>	01/14/2016		<b>L A COUNTY SHERIFF'S</b>	<b>\$29,769.97</b>
	Invoice	Date	Description	Amount
	162076NH	12/16/2015	HELICOPTER SVC-SEP 2015	\$2,591.91
	162077NH	12/16/2015	HELICOPTER SVC-OCT 2015	\$1,601.15
	162014NH	12/16/2015	SPECIAL EVENT-HOLIDAY DEPLOYMENT	\$4,915.77
	162015NH	12/16/2015	SPECIAL EVENT-DIRECTED PATROL	\$20,661.14
<b>63304</b>	01/14/2016		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$12,836.50</b>
	Invoice	Date	Description	Amount
	2016-00000792	12/17/2015	10/19-12/17/15 SVC - 15414 DON JULIAN RD (IRRI)	\$720.16
	2016-00000793	12/17/2015	10/19-12/17/15 SVC - 15415 DON JULIAN RD (IRRI)	\$2,312.25
	2016-00000794	12/17/2015	10/19-12/17/15 SVC - HACIENDA BLVD (IRRI)	\$49.54
	2016-00000795	12/17/2015	10/19-12/17/15 SVC - PROCTOR & EL ENCANTO (I)	\$267.76
	2016-00000796	12/17/2015	10/19-12/17/15 SVC - STAFFORD & OLD VALLEY (I)	\$396.46
	2016-00000797	12/17/2015	10/19-12/17/15 SVC - ALONG RAILROAD TRACK (I)	\$244.36
	2016-00000798	12/17/2015	10/19-12/17/15 SVC - RAUSCH RD (IRRI)	\$186.04
	2016-00000799	12/17/2015	10/19-12/17/15 SVC - RAUSCH RD (IRRI)	\$172.39
	2016-00000800	12/17/2015	10/19-12/17/15 SVC - 15651 STAFFORD ST	\$790.36
	2016-00000801	12/17/2015	10/19-12/17/15 SVC - SOTRO ST (IRRI)	\$501.76
	2016-00000802	12/17/2015	10/19-12/17/15 SVC - NELSON AVE (IRRI)	\$782.56



**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2016-00000803	12/17/2015	10/19-12/17/15 SVC - 15522 NELSON AVE	\$74.89
	2016-00000804	12/17/2015	10/19-12/17/15 SVC - 220 HACIENDA BLVD (IRRI)	\$258.01
	2016-00000805	12/17/2015	10/19-12/17/15 SVC - STAFFORD ST (IRRI)	\$337.96
	2016-00000806	12/17/2015	10/19-12/17/15 SVC - HUDSON AVE (IRRI)	\$371.11
	2016-00000807	12/17/2015	10/19-12/17/15 SVC - 211 HACIENDA BLVD (IRRI)	\$143.14
	2016-00000808	12/17/2015	10/19-12/17/15 SVC - HACIENDA & STAFFORD (IRR)	\$215.11
	2016-00000809	12/17/2015	10/19-12/17/15 SVC - HACIENDA & STAFFORD ST (I)	\$172.21
	2016-00000810	12/17/2015	10/19-12/17/15 SVC - 285 HACIENDA BLVD (IRRI)	\$76.84
	2016-00000811	12/17/2015	10/19-12/17/15 SVC - 15414 DON JULIAN RD	\$139.06
	2016-00000812	12/17/2015	10/19-12/17/15 SVC - 201 STAFFORD ST (IRRI)	\$1,284.39
	2016-00000813	12/17/2015	10/19-12/17/15 SVC - VALLEY BLVD (IRRI)	\$80.74
	2016-00000814	12/17/2015	10/19-12/17/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,616.10
	2016-00000815	12/17/2015	10/19-12/17/15 SVC - 1 AZUSA WAY (IRRI)	\$325.16
	2016-00000816	12/17/2015	10/19-12/17/15 SVC - DON JULIAN RD	\$894.55
	2016-00000817	12/17/2015	10/19-12/17/15 SVC - PARRIOTT & DON JULIAN RD (I)	\$137.11
	BS; 12/15	12/16/2015	WATER MONITORING - BOY SCOUTS RESERVOIR	\$286.48
<b>63305</b>	01/14/2016		<b>LEIGHTON CONSULTING INC</b>	<b>\$2,400.90</b>
	Invoice	Date	Description	Amount
	21365	12/11/2015	GEO TESTING - FOLLOW'S CAMP	\$2,400.90
<b>63306</b>	01/14/2016		<b>LOS ANGELES AREA COUNCIL</b>	<b>\$1,468.42</b>
	Invoice	Date	Description	Amount
	#11/30/2015	11/30/2015	TONNER CYN WATER CHARGES FOR NOV 2015	\$1,468.42
<b>63307</b>	01/14/2016		<b>MERRITT'S ACE HARDWARE</b>	<b>\$54.44</b>
	Invoice	Date	Description	Amount
	089917	12/17/2015	MISC SUPPLIES	\$2.16
	089930	12/18/2015	MISC SUPPLIES	\$52.28
<b>63308</b>	01/14/2016		<b>METHOD TECHNOLOGIES</b>	<b>\$118.75</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	23165	12/09/2015	UPDATE CITY WEBSITE	\$23.75
	23262	12/23/2015	COI WEBSITE GRAPHIC DESIGN PROJECT	\$95.00
<b>63309</b>	01/14/2016		<b>MR PLANT &amp; INTERIOR BOTANICAL</b>	<b>\$710.00</b>
	Invoice	Date	Description	Amount
	JAN 2989	01/01/2016	PLANT MAI NT-JAN 2016	\$122.00
	JAN 2990	01/01/2016	PLANT MAI NT-JAN 2016	\$588.00
<b>63310</b>	01/14/2016		<b>MYERS &amp; SONS HI-WAY SAFETY,</b>	<b>\$1,471.19</b>
	Invoice	Date	Description	Amount
	39778	12/29/2015	STOCK SIGNS	\$1,471.19
<b>63311</b>	01/14/2016		<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description	Amount
	198	12/31/2015	JANITORIAL SVC-CITY HALL	\$5,500.00
	196	12/31/2015	JANITORIAL SVC-FIRE STATION	\$1,815.00
	197	12/31/2015	JANITORIAL SVC-IMC	\$1,467.00
<b>63312</b>	01/14/2016		<b>ORANGE COUNTY SANITATION</b>	<b>\$322.00</b>
	Invoice	Date	Description	Amount
	51825	12/15/2015	SEWER FEE-TONNER CYN	\$322.00
<b>63313</b>	01/14/2016		<b>PHILIPS, PAUL J.</b>	<b>\$181.69</b>
	Invoice	Date	Description	Amount
	12/18/15	12/18/2015	REIMBURSE FOR EXPENSES-LUNCH MEETINGS	\$181.69
<b>63314</b>	01/14/2016		<b>PLACEWORKS</b>	<b>\$12,239.14</b>
	Invoice	Date	Description	Amount
	57836	11/30/2015	INDUSTRY CLIMATE ACTION PLAN	\$6,480.83
	57959	11/30/2015	CKE RESTAURANT HOLDINGS/TOMMY'S	\$165.00
	57983	11/30/2015	CKE RESTAURANT HOLDINGS/CARL'S JR	\$500.00
	57956	11/30/2015	CT REALTY INVESTORS/WAREHOUSING DEVELOP	\$1,770.53

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	57957	11/30/2015	MAJESTIC REALTY/OFFICE BLDG CROSSROADS	\$3,322.78
<b>63315</b>	01/14/2016		<b>R.F. DICKSON CO., INC.</b>	<b>\$16,795.60</b>
	Invoice	Date	Description	Amount
	2507694	11/30/2015	STREET AND PARKING LOT SWEEPING	\$16,795.60
<b>63316</b>	01/14/2016		<b>RICOH USA, INC.</b>	<b>\$1,399.85</b>
	Invoice	Date	Description	Amount
	5039574973	12/13/2015	METER READING	\$21.50
	5039747543	12/24/2015	METER READING	\$1,378.35
<b>63317</b>	01/14/2016		<b>SAF-R-DIG UTILITY SURVEYS, INC.</b>	<b>\$1,500.00</b>
	Invoice	Date	Description	Amount
	151203	12/11/2015	UTILITY POTHOLING-VALLEY BLVD	\$1,500.00
<b>63318</b>	01/14/2016		<b>SAN GABRIEL VALLEY</b>	<b>\$743.12</b>
	Invoice	Date	Description	Amount
	0010741849	11/27/2015	NOTICE OF PUBLIC HEARING	\$302.56
	0010738580	11/19/2015	NOTICE OF INTENT-PLAN 15-160	\$440.56
<b>63319</b>	01/14/2016		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$151,040.06</b>
	Invoice	Date	Description	Amount
	1215CHTA	12/29/2015	LANDSCAPE SVC-DEC 2015	\$116,115.06
	1215TACH	12/29/2015	LANDSCAPE SVC-DEC 2015	\$34,925.00
<b>63320</b>	01/14/2016		<b>SC FUELS</b>	<b>\$19,015.18</b>
	Invoice	Date	Description	Amount
	2955105	12/28/2015	FUEL FOR PUMPS AT INDUSTRY HILLS	\$19,015.18
<b>63321</b>	01/14/2016		<b>SNOWDEN ELECTRIC COMPANY,</b>	<b>\$12,790.00</b>
	Invoice	Date	Description	Amount
	15-0448	11/30/2015	PACIFIC PALMS-RELAY TESTING	\$4,637.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	15-0445	11/30/2015	MAINT SVC-METRO SOLAR	\$8,153.00
<b>63322</b>	01/14/2016		<b>SO CAL INDUSTRIES</b>	<b>\$268.70</b>
	Invoice	Date	Description	Amount
	206625	12/04/2015	FENCE RENTAL-INDUSTRY HILLS	\$89.93
	208010	12/16/2015	RR RENTAL-TONNER CYN/57 FWY	\$84.90
	207209	12/09/2015	RR RENTAL-TONNER CYN/GRAND AVE	\$93.87
<b>63323</b>	01/14/2016		<b>SQUARE ROOT GOLF &amp;</b>	<b>\$181,931.86</b>
	Invoice	Date	Description	Amount
	1205H	12/29/2015	LANDSCAPE SVC-DEC 2015	\$120,743.91
	1204ELHM	12/29/2015	LANDSCAPE SVC-DEC 2015	\$17,967.00
	1206H	12/29/2015	LANDSCAPE SVC-DEC 2015	\$43,220.95
<b>63324</b>	01/14/2016		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$1,454.52</b>
	Invoice	Date	Description	Amount
	8037202685	12/12/2015	OFFICE SUPPLIES	\$807.75
	8037110810	12/05/2015	OFFICE SUPPLIES	\$552.08
	3287919725	12/18/2015	OFFICE SUPPLIES	\$94.69
<b>63325</b>	01/14/2016		<b>STAPLES CREDIT PLAN</b>	<b>\$116.11</b>
	Invoice	Date	Description	Amount
	8514	12/15/2015	OFFICE SUPPLIES	\$116.11
<b>63326</b>	01/14/2016		<b>STATE COMPENSATION INS. FUND</b>	<b>\$2,728.83</b>
	Invoice	Date	Description	Amount
	JANUARY 2016	01/05/2016	PREMIUM FOR 1/1-2/1/16	\$2,728.83
<b>63327</b>	01/14/2016		<b>STOTZ EQUIPMENT</b>	<b>\$1,395.44</b>
	Invoice	Date	Description	Amount
	W10643	12/14/2015	REPAIR OF JOHN DEERE	\$1,395.44

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
63328	01/14/2016		<b>SUBURBAN PROPANE-1654</b>	\$1,489.30
	Invoice	Date	Description	Amount
	12/14/15	12/14/2015	PROPANE FUEL-TONNER CYN	\$1,489.30
63329	01/14/2016		<b>SUNRISE ROOFING</b>	\$2,700.00
	Invoice	Date	Description	Amount
	12/09/2015	12/09/2015	REPAIR ROOF-1123 HATCHER AVE	\$2,700.00
63330	01/14/2016		<b>THIENES ENGINEERING INC.</b>	\$128.64
	Invoice	Date	Description	Amount
	41948	12/09/2015	BREA CYN GRADING REPAIR	\$128.64
63331	01/14/2016		<b>TRIMARK ASSOCIATES, INC.</b>	\$1,726.67
	Invoice	Date	Description	Amount
	EB1100B	12/01/2015	MAINT SVC-METRO SOLAR	\$1,726.67
63332	01/14/2016		<b>UNDERGROUND SERVICE ALERT</b>	\$34.50
	Invoice	Date	Description	Amount
	1120150161	12/01/2015	DIG ALERTS	\$34.50
63333	01/07/2016		SPOILED CHECK	\$0.00
63334	01/14/2016		<b>UNION PACIFIC RAILROAD</b>	\$26,690.00
	Invoice	Date	Description	Amount
	278149217	12/07/2015	MAINT OF GATES-LEMON AVE/FAIRWAY DR	\$26,690.00
63335	01/14/2016		<b>VILLEGAS GENERAL BUILDING</b>	\$3,850.00
	Invoice	Date	Description	Amount
	188	12/10/2015	FLAG POLE & ROOF REPAIRS - HOMESTEAD	\$3,850.00
63336	01/14/2016		<b>WASTE SYSTEMS TECHNOLOGY,</b>	\$15,540.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
January 14, 2016**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	COI-120315	12/03/2015	COMMERCIAL WASTE PROGRAM	\$15,540.00
<b>63337</b>	01/14/2016		<b>WEATHERITE SERVICE</b>	<b>\$1,268.00</b>
	Invoice	Date	Description	Amount
	L165322	12/09/2015	A/C MAINT-IMC	\$152.00
	L165330	12/09/2015	A/C MAINT- HOMESTEAD	\$558.00
	L165338	12/09/2015	A/C MAINT-HOMESTEAD (FURNACE IN BASEMENT)	\$558.00

Checks	Status	Count	Transaction Amount
	Total	108	\$3,245,863.02

*CITY COUNCIL*

ITEM NO. 5.3



# CITY OF INDUSTRY

Incorporated June 18, 1957

January 1, 2016

TO: Paul J. Philips, City Manager  
FROM: Phyllis Tucker, City Treasurer  
SUBJECT: Statement of Investment Policy

Attached is a copy of the Statement of Investment Policy for the City of Industry dated January 1, 2016, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

My recommendation is that the City Council approve the Investment Policy.

  
Phyllis Tucker,  
City Treasurer

Encl.-1





# CITY OF INDUSTRY

Incorporated June 18, 1957

January 1, 2016.

## STATEMENT OF INVESTMENT POLICY

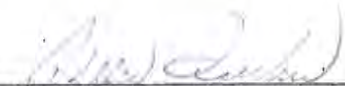
Effective this date, the following is the Investment Policy of the Treasurer of the City of Industry for all future investments.

Monies in the treasury not required for the immediate necessities of the City of Industry may be invested in the following investments as authorized and more fully described in Section 53601 and Section 53635 of the California Government Code:

- a. Securities of the U.S. Government, or its agencies
- b. Inactive public deposits; non-negotiable and/or non-transferable certificates of deposits
- c. Banker's acceptances
- d. Commercial paper
- e. Local Agency Investment Fund (State pool) deposits (Govt. Code Section 16429.1)
- f. Passbook savings account demand deposits
- g. Repurchase agreements
- h. Los Angeles County Investment Pool (Calif. Gov. Code Section 53684)

January 1, 2016

- i. It is the City's policy not to utilize reverse repurchase agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse repurchase agreements shall be permitted if they are assets of the Local Agency Investment Fund).

  
\_\_\_\_\_  
Phyllis Tucker, City Treasurer  
City of Industry

*CITY COUNCIL*

ITEM NO. 5.4



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: John Ballas, City Engineer

Date: January 14, 2016

**SUBJECT: Traffic Analysis and Traffic Signal Design Modification at Gale Avenue and Stoner Creek Road**

---

Per the City's request, Kimley-Horn and Associates, Inc., has submitted a work authorization to perform traffic analysis and traffic signal design modification in the amount of \$13,000.00. In April 2013, the City approved an On-Call Professional Service Agreement with Kimley-Horn (1-Kimley 13-01) in the amount of \$200,000.00 to provide traffic services for projects on the City's Capital Improvement Project ("CIP") list. For budgetary and accounting purposes, separate tasks performed under the on-call contract are submitted by Kimley-Horn, reviewed, approved and assigned a letter extension (A,B,C, etc).

The attached work authorization will be assigned letter "J" for work in conjunction with the Gale Avenue /Stoner Creek Road Traffic Signal Modification project. The proposed budget of \$13,000.00 will be deducted from the remaining balance.

Staff, therefore, recommends that the City Council approve the work authorization for a budget amount of \$13,000.00 and authorize the City Manager to execute the same.

---

PJP:JDB:mk



# Kimley»Horn

December 4, 2015

By email

Mr. John Ballas  
City of Industry  
c/o Upendra Joshi  
CNC Engineering  
255 N. Hacienda Blvd., Suite 222  
City of Industry, CA 91744

**RE: *Contract No. 1-Kimley 13-01  
Proposal for Traffic Analysis and Design at Gale Avenue and Stoner Creek Road***

Dear Mr. Ballas:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Industry to conduct a traffic analysis and prepare traffic design plans at the intersection of Gale Avenue and Stoner Creek Road in regards to the vacant building, formerly Toys R Us..

We will provide the following tasks:

- **Collect morning and evening turning movement counts at Gale Avenue and Stoner Creek Road.**
- **Determine trip generation for vacant building, formerly Toys R Us, and distribute new trips to Gale Avenue and Stoner Creek Road intersection.**
- **Coordinate with City to determine north leg driveway lane configuration.**
- **Conduct LOS analysis for intersection with project building occupied and a future scenario.**
- **Conduct queuing analysis for north leg approach with project building occupied and a future scenario.**
- **Prepare summary report with traffic analysis findings and recommendations.**
- **Obtain additional readily available record drawings pertinent to the intersections and roadway herein.**
- **Conduct a field review of observable conditions. We will make field notes for the preparation of the traffic signal modification plans, consisting of street geometrics, lane configurations and widths, observable utilities, digital photographs, and inventory and location of existing signs and equipment.**
- **Compile base mapping according to readily available record drawings, field measurements, readily available aerial photos, and readily available electronic files. (Electronic files of the Gale Avenue improvements to be provided by the City).**
- **Prepare a traffic signal modification plan for Gale Avenue/Stoner Creek Road in conjunction with north leg driveway improvements proposed by the City. The signal modification design plan will be prepared in accordance with current City of Industry,**

Los Angeles County and Caltrans standards. The plan will be prepared at 20 scale (1"=20') using AutoCAD 2013 version drafting software on a 24" x 36" full-size sheet.

- Prepare a signing and striping plan for Gale Avenue/Stoner Creek Road in conjunction with north leg driveway improvements proposed by the City. The signing and striping design plan will be prepared in accordance with current City of Industry, Los Angeles County and Caltrans standards. The plan will be prepared at 40 scale (1"=40') using AutoCAD 2013 version drafting software on one 24" x 36" full-size sheet.
- KHA will prepare specifications and opinion of probable cost estimates for the traffic signal modification plans.
- Coordination with City.

To implement this work we are requesting a budget of \$13,000. Per our executed on-call agreement, we will invoice according to actual time and materials spent on this task and notify you if we anticipate needing additional budget.

### **Closure**

If you concur in all the foregoing and wish to direct us to proceed with the services, please sign below indicating so and return along with the appropriate PO number. We understand this work is to be issued as part of our executed On-Call Consulting Services Agreement. This proposal is valid for sixty (60) days after the date of this letter.

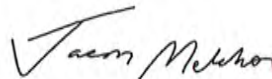
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Darren Adrian, P.E. (No. 43560)  
Vice President



Jason Melchor, P.E. (No. 65218)  
Project Manager

Approval and Authorization to Proceed:

---

City of Industry

K:\ORA\_TPTO\@Marketing\City of Industry\Gale-Stoner Creek TS Mod\Gale-Stoner Creek TS Mod Proposal.docx

*CITY COUNCIL*

ITEM NO. 5.5

## RESOLUTION NO. CC 2015-38

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY AND CT CHESTNUT LLC, FOR THE PROPERTY LOCATED AT 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CALIFORNIA AND ADOPTING THE NOTICE OF EXEMPTION REGARDING SAME

#### RECITALS

**WHEREAS**, the City of Industry is the owner of certain real property located at 948 S. Azusa, City of Industry, California (APN: 8264-025-911) ("Property"); and

**WHEREAS**, the Property consists of approximately 22,330 square feet, with a zoning designation of Commercial and a general plan designation of Employment; and

**WHEREAS**, in or around 2007, as part of a public works project, the City widened Railroad Avenue at its intersection with Azusa Avenue, which resulted in a loss of approximately 2,728 square feet of usable land area at the Property; and

**WHEREAS**, on or about March 10, 2015, the Successor Agency to the Industry Urban-Development Agency ("Agency") and CT Chestnut LLC ("Developer"), entered into a Purchase Agreement for the real property located adjacent to the Property on the East Side of Azusa, North of Railroad Street and 17300 Chestnut Street in the City of Industry, California ("Agency Property"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement for the Agency Property, the Developer is required to construct a Class-A industrial project of approximately 550,000-650,000 square feet, with a maximum of eight buildings; and

**WHEREAS**, Developer wishes to purchase the Property from the City, for the purpose of constructing certain improvements set forth in the Purchase Agreement for the Agency Property; and

**WHEREAS**, pursuant to Government Code Section 37350, the City may dispose of real property for the common benefit; and

**WHEREAS**, California law does not establish any rules, regulations or procedures for the City's sale of real property; and

**WHEREAS**, by selling the Property to Developer, the City is making use of a remnant parcel that is predominately vacant, and will no longer be responsible for the maintenance and upkeep and the associated costs of the Property; and

**WHEREAS**, the sale of the Property allows for the development of the Property, which will improve the aesthetics of the City, assist in the elimination of blight, and will allow for a cohesive, well-planned, new development; and



**WHEREAS**, the future development of the Property will bring additional employment opportunities to the City, and will improve the economic and physical conditions of the City which is a benefit to the City's residents, business owners and members of the community; and

**WHEREAS**, the sale of the Property is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations), because the sale of the property does not have a potential for causing a significant effect on the environment. Any future development will require further analysis pursuant to the requirements of CEQA; and

**WHEREAS**, based on the foregoing, the City desires to sell the Property to Developer for the fair market value price of Eight Hundred Eighty Thousand Dollars (\$880,000.00).

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

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

**SECTION 2:** All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

**SECTION 3:** Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for the sale of the Property, City Council hereby finds and determines that the sale of the Property will not result in or have a significant impact on the environment, because the sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Further, any future development at the Property will be subject to additional environmental review and independent analysis as required by CEQA. Therefore, the proposed project is exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3). Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

**SECTION 4:** The City Council hereby approves the sale of the Property to Developer, pursuant to the terms and conditions set forth in the Purchase Agreement, attached hereto as Exhibit A, and incorporated herein by reference, and subject to the following conditions:

- a. Said approval of the sale shall be contingent upon the Planning Commission's finding that the sale of the Property conforms to the City's General Plan; and
- b. Said approval of the sale shall be contingent upon Developer's dedication of an irrevocable right of way and easement, to account for the widening of Railroad Avenue at the Property. The dedication shall be made at close of escrow.

**SECTION 5:** The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

**SECTION 6:** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 7:** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 22, 2015 by the following vote:

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

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Cecelia Dunlap, Deputy City Clerk

EXHIBIT A

**PURCHASE AGREEMENT**  
948 S. AZUSA AVE., CITY OF INDUSTRY, CA

CITY OF INDUSTRY, a municipal corporation  
“City”

CT CHESTNUT LLC,  
a Delaware limited liability company  
“Developer”

\_\_\_\_\_, 2015

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**PURCHASE AGREEMENT**  
**948 S. AZUSA AVENUE, CITY OF INDUSTRY, CA**

**THIS PURCHASE AGREEMENT for the property located at 948 S. AZUSA AVENUE, CITY OF INDUSTRY, CA** (this “**Agreement**”), dated as of October \_\_\_\_\_, 2015 (the “**Effective Date**”) is entered into by and between the **CITY OF INDUSTRY, a municipal corporation** (the “**City**”), and **CT CHESTNUT LLC**, a Delaware limited liability company (the “**Developer**”). The City and the Developer are hereinafter sometimes individually referred to as a “**party**” and collectively referred to as the “**parties**”.

**RECITALS**

This Agreement is entered into with reference to the following facts:

A. The City owns the fee interest in that certain real property located in the City of Industry, County of Los Angeles, State of California, consisting of approximately 22,330 square feet of land and as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (such real property is referred to herein as the “**Property**”).

B. In addition, the Successor Agency to the Industry Urban-Development Agency (“**Agency**”) and Developer previously entered into that certain Purchase Agreement [East Side of Azusa North of Railroad Street and 17300 Chestnut Road] dated March 10, 2015, as amended by that certain (i) Consent to Extension of Due Diligence Period dated May 11, 2015, (ii) Second Consent to Extension of Due Diligence Period dated June 1, 2015, (iii) Third Consent to Extension of Due Diligence Period dated July 29, 2015, and (iv) Fourth Amendment to Purchase Agreement dated as of October 8, 2015 (collectively the “**Agency Agreement**”), with respect to the real property located adjacent to the Property on the East Side of Azusa, North of Railroad Street and 17300 Chestnut Street in the City of Industry, California, which is more particularly described in the Agreement (the “**Agency Property**”).

C. The Developer wishes to acquire fee title to the Property from the City to enable the Developer to utilize the Property to construct certain improvements, as set forth in the Agency Agreement (the “**Project**”).

D. Development of the Project will assist in the elimination of blight, provide jobs, and substantially improve the economic and physical conditions in the City, and is in the best interests of the City, and the health, safety and welfare of the residents and taxpayers of the City.

E. A material inducement to the City to enter into this Agreement is the agreement by the Developer to develop the Project within a limited period of time, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by the Developer to develop the Project within such period of time.

NOW, THEREFORE, in reliance upon the foregoing Recitals, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1 Definitions. The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1.1.1 Agreement means this Purchase Agreement.

1.1.2 City means the City of Industry, a municipal corporation, exercising governmental functions and powers, and organized and existing under the laws of the State of California. The principal office of the City is located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744.

1.1.3 Close of Escrow and Closing are defined in Section 2.3.2.

1.1.4 Deemed Disapproved Exceptions is defined in Section 2.5.2.

1.1.5 Default is defined in Section 5.2.

1.1.6 Deposit is defined in Section 2.2.1.

1.1.7 Developer means CT Chestnut LLC, a Delaware limited liability company. The principal office of the Developer for purposes of this Agreement is c/o CT Realty Corporation, 65 Enterprise, Aliso Viejo, California 92656.

1.1.8 Disapproved Exceptions is defined in Section 2.5.2.

1.1.9 Disapproval Notice is defined in Section 2.5.2.

1.1.10 Due Diligence Period is defined in Section 2.7.

1.1.11 Escrow is defined in Section 2.3.1.

1.1.12 Escrow Holder means First American Title Insurance Company. The principal office of the Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Patty Beverly, Escrow Officer, Telephone: (949) 885-2465, Fax: (877) 372-0260, Email: pbeverly@firstam.com.

1.1.13 Grant Deed is defined in Section 2.5.3.

1.1.14 Hazardous Materials means any chemical, material or substance now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "pollutant or contaminant," "imminently hazardous chemical substance or mixture," "hazardous air pollutant," "toxic pollutant," or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act



of 1980, 42 U.S.C. § 9601, et seq. (“**CERCLA**”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. The term “**Hazardous Materials**” shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect as of the date of the close of any escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2012, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyl’s; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Property, to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property requires investigation, reporting or remediation under any such laws or regulations.

1.1.15 Holder is defined in Section 3.2.2.

1.1.16 Outside Date is defined in Section 2.3.2.

1.1.17 Project is defined in Recital C.

1.1.18 Property is defined in Recital A.

1.1.19 Purchase Price is defined in Section 2.1.

1.1.20 Released Parties is defined in Section 2.8.

1.1.21 Review Period is defined in Section 2.5.2.

1.1.22 Right of Entry Agreement is defined in Section 2.7.

1.1.23 [Intentionally Left Blank]

1.1.24 Survey is defined in Section 2.5.1.

1.1.25 Title Company is defined in Section 2.5.4.

1.1.26 Title Policy is defined in Section 2.5.4.

1.1.27 Title Report is defined in Section 2.5.1.

1.1.28 Transaction Costs means all costs incurred by either party in entering into this transaction and closing Escrow, including but not limited to escrow fees and costs, attorney's fees, staff time, appraisal costs, and costs of financial advisors and other consultants.

## ARTICLE 2 PURCHASE AND SALE OF THE PROPERTY

2.1 Purchase and Sale. The City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for the sum of Eight Hundred Eighty Thousand Dollars (\$880,000.00) (the "**Purchase Price**"). The parties acknowledge and agree that the Purchase Price equals approximately Forty Five Dollars (\$45.00) per square foot based on a net usable land area comprising the Property of approximately 19,602 square feet (19,602 square feet represents the net usable area after the widening of Railroad Street, the total Property area is 22,330 square feet). In addition to the Purchase Price, Developer shall reimburse the City for the City's costs of obtaining an appraisal of the Property and the City's legal costs in connection with this Agreement and the disposition of the Property under this Agreement. Such costs shall not exceed Twenty Five Thousand Dollars (\$25,000.00) (the "**Disposition Costs**") and will be paid by Developer to the City at the closing through Escrow.

2.2 Payment of Purchase Price. The Purchase Price shall be payable by Developer as follows:

2.2.1 Deposit. Within five (5) business days following the opening of Escrow, Developer shall deposit with Escrow Holder the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), in the form of certified or bank cashier's checks made payable to Escrow Holder or by confirmed wire transfers of funds (collectively, the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest bearing account acceptable to Developer and City with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow. Except as otherwise provided herein, the Deposit shall be applicable in full towards the Purchase Price upon Closing, and except as otherwise provided herein, shall be nonrefundable at the expiration of the Due Diligence Period.

2.2.2 Closing Funds. Prior to the Close of Escrow, Developer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or by a confirmed federal wire transfer of funds, the balance of the Purchase Price, plus an amount equal to all other costs, expenses and prorations payable by Developer hereunder, less any credit due Developer under Section 2.1.

2.3 Escrow.

2.3.1 Opening of Escrow. Within five (5) business days after the parties' full execution of this Agreement, the Developer and the City shall open an escrow (the "**Escrow**") with the Escrow Holder for the transfer of the Property to the Developer. The parties shall deposit with the Escrow Holder a fully executed duplicate original of this Agreement, which shall serve as the escrow instructions (which may be supplemented in

writing by mutual agreement of the parties) for the Escrow. If the parties supplement this Agreement by executing the Escrow Holder's standard form of escrow instructions, then in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of such standard form escrow instructions, the terms and provisions of this Agreement shall control. The Escrow Holder is authorized to act under this Agreement, and to carry out its duties as the Escrow Holder hereunder.

2.3.2 Close of Escrow. "**Close of Escrow**" or "**Closing**" means the date Escrow Holder causes the Grant Deed (as hereinafter defined) to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price (less any costs, expenses and prorations payable by the City) to the City. Possession of the Property shall be delivered to the Developer on the Close of Escrow. Close of Escrow shall occur simultaneously with the close of escrow of for the purchase by Developer of land owned by the Successor Agency to the Industry Urban Development Agency at 17300 Chestnut Street, City of Industry, California. If the Closing does not occur for any reason, then, except as otherwise provided in this Agreement, this Agreement shall automatically terminate, the Deposit shall be promptly returned to the Developer, Developer shall pay any Escrow cancellation charges.

2.3.3 Delivery of Closing Documents.

(a) The City and Developer agree to deliver to Escrow Holder, at least two (2) business days prior to the Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition precedent to the Close of Escrow:

(i) The Grant Deed, duly executed and acknowledged by the City, conveying a fee simple interest in the Property to Developer, subject only to such exceptions to title as Developer may have approved or have been deemed to have been approved pursuant to Section 2.5.2;

(ii) The City's affidavit as contemplated by California Revenue and Taxation Code Section 18662;

(iii) A Certification of Non-Foreign Status signed by City in accordance with Internal Revenue Code Section 1445; and

(iv) Such proof of the City's and Developer's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

The City and the Developer further agree to execute such reasonable and customary additional documents, and such additional escrow instructions, as may be reasonably required to close the transaction which is the subject of this Agreement pursuant to the terms hereof.

2.4 Conditions to Close of Escrow. The obligations of the City and Developer to close the transaction which is the subject of this Agreement shall be subject to the satisfaction, or waiver in writing by the party benefited thereby, of each of the following conditions:

2.4.1 For the benefit of the City, the Developer shall have deposited the balance of the Purchase Price, together with such funds as are necessary to pay for costs, expenses and prorations payable by Developer hereunder (including the Disposition Costs).

2.4.2 For the benefit of the City, all actions and deliveries to be undertaken or made by Developer on or prior to the Close of Escrow as set forth in this Agreement shall have occurred, as reasonably determined by the City.

2.4.3 For the benefit of the Developer, all actions and deliveries to be undertaken or made by the City on or prior to the Close of Escrow as set forth in this Agreement shall have occurred.

2.4.4 [Intentionally Left Blank]

2.4.5 For the benefit of the City, the Developer shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the Developer shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.6 For the benefit of the Developer, the City shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the City shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.7 For the benefit of the City, the representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.8 For the benefit of the Developer, the representations and warranties of the City contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.9 For the benefit of the Developer, Title Company shall be irrevocably committed to issuing in favor of the Developer the Title Policy, in form and substance, and with endorsements reasonably acceptable to the Developer, as provided in Section 2.5.2.

2.4.10 For the benefit of the City and Developer, the simultaneous close of escrow for the purchase and sale of the Agency Land under the Agency Agreement.

If all the foregoing conditions have not been met to the benefitted party's sole satisfaction or expressly waived in writing by the benefitted party on or before the respective dates set forth therein, or if no date is set forth therein on the Outside Date, then this Agreement shall, at the option of the benefitted party, become null and void and in which event, neither party shall have, except as expressly set forth in this Agreement, any further rights, duties or obligations hereunder, and, unless the condition or conditions not met were for the City's benefit, Developer shall be entitled to the immediate refund of the Deposit.

## 2.5 Condition of Title; Survey; Title Insurance.

2.5.1 Within ten (10) days after the Effective Date, the City shall deliver to the Developer for the Developer's review and approval, (i) a current preliminary title report covering the Property (the "**Title Report**") and the most legible copies available of any instruments noted as exceptions thereon, and (ii) any survey of the Property in the City's possession. The Developer at its sole expense may obtain a current or updated ALTA survey of the Property in connection with the issuance of the Title Policy and the City shall cooperate with the same. Any survey provided by the City or obtained by the Developer are each a "**Survey**" hereunder.

2.5.2 The Developer shall have until the expiration of the Due Diligence Period (the "**Review Period**") to disapprove any exceptions to title shown on the Title Report or reflected on the Survey (collectively, "**Disapproved Exceptions**") and to provide City with notice thereof describing the defect with reasonable particularity (the "**Disapproval Notice**"). Any exceptions to title not disapproved within the Review Period shall be deemed approved. Within five (5) days after the City's receipt of the Disapproval Notice, the City shall notify the Developer whether or not the City intends to remove or endorse over the Disapproved Exceptions. The City shall be under no obligation to remove or endorse over any Disapproved Exception, but the City agrees to cooperate in good faith with the Developer in the Developer's efforts to eliminate or endorse over any Disapproved Exception, provided the City is not obligated to pay any sum or assume any liability in connection with the elimination or endorsing over of any such Disapproved Exception. If the City notifies the Developer that the City intends to eliminate or endorse over all of the Disapproved Exception, the City shall do so concurrently with or prior to the Close of Escrow. If the City notifies the Developer that the City does not intend to eliminate or endorse over some or all of the Disapproved Exception(s), the Developer, by notifying the City within five (5) days after its receipt of such notice, may elect to terminate this Agreement and receive a refund of the Deposit or take the Property subject to the Disapproved Exception(s) which the City will not eliminate or endorse over (which Disapproved Exceptions will be deemed approved). Notwithstanding the foregoing, the City covenants to pay in full all loans secured by deeds of trust, any mechanics' and materialmen's liens, and any other monetary liens (other than liens for charges, assessments, taxes, and impositions subject to proration as provided in Section 2.6.2) (collectively, the "**Deemed Disapproved Exceptions**") prior to, or concurrently with, the Close of Escrow, and Escrow Holder is hereby directed to cause the same to be paid from the Purchase Price. The Title Policy shall include such endorsements as the Developer shall reasonably request. Any endorsements to the Title Policy are to be paid for by the Developer, except that endorsements obtained by the City respecting Disapproved Exceptions as provided above shall be paid for by the City. Notwithstanding the foregoing, the Developer may notify the City of its disapproval of an exception to title (including exceptions reflected on the Survey) first raised by Title Company or the surveyor after the Review Period, or otherwise first disclosed to the Developer after the Review Period, by the earlier of (a) within ten (10) days after the same was first raised or disclosed to the Developer in writing, and (b) fifteen (15) days prior to the Close of Escrow. With respect to any exceptions disapproved by the Developer in such notice, the City shall have the same option to eliminate or endorse over such exceptions that applies

to Disapproved Exceptions, and the Developer shall have the same option to accept title subject to such exceptions or to terminate this Agreement and receive a refund of the Deposit.

2.5.3 At the Close of Escrow, the Developer shall receive title to the Property by grant deed substantially in the form attached hereto as Exhibit "C" and incorporated herein by this reference (the "**Grant Deed**").

2.5.4 At Closing, the Developer shall receive a CLTA Owner's Coverage Policy of Title Insurance (the "**Title Policy**"), together with all endorsements requested by the Developer or obtained by the City pursuant to Section 2.5.2, issued by First American Title Insurance Company ("**Title Company**") in the amount of the Purchase Price, insuring that title to the Property is vested in Developer and is free and clear of all Disapproved Exceptions, all Deemed Disapproved Exceptions and all liens, easements, covenants, conditions, restrictions, and other encumbrances of record except (a) current taxes and assessments of record, but not any overdue or delinquent taxes or assessments, (b) the matters set forth or referenced in the Grant Deed, and (c) such other encumbrances as the Developer approves in writing including those reflected in the Title Report for the Property approved by Developer, or as are deemed approved by Developer as provided in Section 2.5.2. The Developer may obtain an extended coverage policy of title insurance at its own costs.

2.6 Escrow and Title Charges; Prorations.

2.6.1 The City shall pay all documentary transfer taxes and the coverage premiums on the standard CLTA Title Policy, together with the cost of any endorsements obtained by the City pursuant to Section 2.5.2. Developer shall pay the costs of (i) any Survey obtained by the Developer, (ii) any endorsements to the Title Policy obtained by Developer and (iii) any title insurance premiums for any coverage over and above the standard policy coverage on the CLTA Title Policy to be paid by the City. In addition, the Developer shall pay any and all other usual and customary costs, expenses and charges relating to the escrow and conveyance of title to the Property, including without limitation, recording fees, document preparation charges and escrow fees. Each party shall be responsible for its own Transaction Costs, with the exception of the Disposition Costs, which shall be paid by Developer.

2.6.2 All non-delinquent and current installments of real estate and personal property taxes, if any, and any other governmental charges, regular assessments, or impositions against the Property on the basis of the current fiscal year or calendar year shall be pro-rated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Property's assessed value prior to the Close of Escrow and the City and Developer shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 365 day year. The provisions of this Section 2.6.2 shall

survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

2.6.3 Any Escrow cancellation charges shall be allocated and paid as described in Section 2.3.2 above.

2.7 Due Diligence Period; Access. During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending at 5:00 p.m. on the date which is twenty (21) days after the Effective Date, the Developer may inspect the Property as necessary to (i) approve all zoning and land use matters relating to the Property, (ii) approve the physical condition of the Property, and (iii) satisfy any due diligence requirements of the Developer’s lender, if any. Subject to the terms of the Right of Entry and Access Agreement in the form of which is attached hereto as Exhibit “D” (the “**Right of Entry Agreement**”), the Developer and its agents shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Prior to the Developer’s entry upon the Property, the parties shall execute the Right of Entry Agreement. The City shall reasonably cooperate with the Developer in its conduct of the due diligence review during the Due Diligence Period. In the event the Developer does not approve of the condition of the Property by written notice given to the City prior to the expiration of the Due Diligence Period, this Agreement shall terminate, the Deposit shall be returned to Developer (including any interest earned thereon) and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

2.8 Condition of the Property. The Property shall be conveyed from the City to the Developer on an “AS IS” condition and basis with all faults and the Developer agrees that the City has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Developer and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and its elected and appointed officials, officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the City’s behalf (collectively, the “**Released Parties**”) from any and all claims, responsibility and/or liability that the Developer may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8 and Section 2.9 below. This release includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer’s release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR

PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (viii) WITH RESPECT TO ANY OTHER MATTER, THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE DEVELOPER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY.

THE DEVELOPER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, DEVELOPER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Developer's Initials

\_\_\_\_\_

The waivers and releases by the Developer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

## 2.9 Environmental.

2.9.1 Condition of the Property. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer of real property. The City hereby discloses the following information for the Property, or portions of the Property:

The City acquired the Property in or about 2005, from ConocoPhillips Company (“Conoco”). During the time Conoco owned the Property, it discovered the release of motor fuel hydrocarbons



and other Hazardous Substances on, at or under the Property originating from its activities or the activities of its predecessors in interest.

Conoco prepared a remedial action plan ("RAP") for the Property, which was approved by the Los Angeles Regional Water Quality Control Board ("RWQCB") on or about October 6, 2003. Under the RAP, an ozone groundwater treatment system was installed on the Property to remediate fuel hydrocarbon-impacted groundwater. Operation of the system began on November 24, 2008, and discharges micro-encapsulated ozone below the groundwater table to remediate impacted groundwater.

A Notice of Termination Request was submitted to the California Regional Water Quality Control Board on April 17, 2013, and the Termination of General Waste Discharge Requirements was obtained from the State RWQCB on April 26, 2013.

On April 15, 2014, the Los Angeles RWQCB provided the City with a letter indicating that the underground storage tank release at the Property met the low threat criteria for case closure.

On October 13, 2014, the City received a no further action letter from the RWQCB for the Property.

The Parties acknowledge that the City will not be conducting a public records search of the RWQCB's or any other regulatory agency files, although the City urges Developer to do so to satisfy itself regarding the environmental condition of the Property. By execution of this Agreement, Developer (i) acknowledges its receipt of the foregoing notice given pursuant to Cal. Health & Safety Code section 25359.7; (ii) acknowledges that it will have an opportunity to conduct its own independent review and investigation of the Property prior to the Close of Escrow; (iii) agrees to rely solely on its own experts in assessing the environmental condition of the Property and its sufficiency for its intended use; and (iv) waives any and all rights Developer may have to assert that the Agency has not complied with the requirements of Health & Safety Code section 25359.7.

2.9.2 Investigation of Property. The Developer shall have the right, at its sole cost and expense, to engage its own environmental consultant to make such investigations as Developer deems necessary, during the Due Diligence Period. Developer understands that regardless of the delivery by the City to the Developer of any materials, including, without limitation, third party reports, Developer will rely entirely on Developer's own experts and consultants in proceeding with this transaction.

2.9.3 Remediation of the Property. In the event that the Developer's investigations show that Hazardous Substances are present on, or under the Property at levels that are inappropriate for the anticipated use, then prior to the expiration of the Due Diligence Period, Developer may terminate this Agreement and thereupon Developer shall have no further obligations or liabilities hereunder and the City shall refund the balance of the Deposit to Developer or, in the alternative, Developer may elect to remediate the Property on its own, at its sole cost and expense, after close of escrow. Effective at the close of escrow and in furtherance of the indemnity obligations of Developer pursuant to Section 7.2 of this Agreement, to the extent permitted by law, the City hereby assigns and transfers to Developer any and all claims,

causes of action and rights of recovery against any person or entity for any release, discharge, migration or deposit of Hazardous Substances on, under or about the Property, including without limitation all claims, causes of action and rights of recovery against Conoco.

Any remedial work must be performed in a timely and safe manner and in accordance with applicable Governmental Requirements for the use of the Property. For purposes of this Agreement, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders, directives and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

2.10 Escrow Holder.

2.10.1 Escrow Holder is authorized and instructed to:

(a) Pay and charge the Developer for any fees, charges and costs payable by the Developer under this Article. Before such payments are made, the Escrow Holder shall notify the City and the Developer of the fees, charges, and costs necessary to close the Escrow;

(b) Pay and charge the City for any fees, charges and costs payable by the City under this Article. Before such payments are made, the Escrow Holder shall notify the City and the Developer of the fees, charges, and costs necessary to close the Escrow;

(c) Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow and this Agreement have been fulfilled by the City and the Developer; and

(d) Record the Grant Deed and any other instruments delivered through the Escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

2.10.2 Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer.

2.10.3 All communications from the Escrow Holder to the City or the Developer shall be directed to the addresses and in the manner established in Section 6.3 of this Agreement for notices, demands and communications between the City and the Developer.

2.10.4 The responsibility of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Article, any amendments hereto, and any supplemental escrow instructions delivered to the Escrow Holder that do not materially amend or modify the express provisions of these escrow instructions.

**ARTICLE 3**  
**BILLBOARD LEASE**

3.1 Billboard Lease.

3.1.1 City acknowledges the existence of that certain billboard lease with M&P Outdoor Advertising, LLC (“Lease”). A copy of the Lease is attached hereto as Exhibit D and incorporated herein by reference. City will retain all rights and interests in the Lease, including, without limitation, the right to receive all rent thereunder up to and through the Close of Escrow. After the Close of Escrow, Developer shall forward all rental income payments from the Lease to the City until the termination of the Lease. The City represents, warrants, and covenants the following:

- a. To the best of the City’s knowledge, the Lease will terminate on or before June 30, 2017; provided, however, that the Developer shall be responsible, at its sole cost and expense, for the removal of the billboard sign.
- b. The City will not extend the term of the lease for any reason beyond the termination date.
- c. Rent of \$2,000 a month is collected (\$1,000.00) per side.
- d. A notification to Tenant of the purchase by Developer will be executed by City and will be delivered to Tenant from Escrow upon Close of Escrow.
- e. In its discretion, Developer may request that the City deliver to and request from the Tenant an estoppel certificate certifying as to key terms of the Lease such as the rental rate and term. In the event Developer fails to request an estoppel certificate, the City shall not be liable for any of the representations set forth in this Section 3.1.1.

3.1.2 Developer shall not, partially or wholly obstruct the billboard during the term of the Lease. In the event that the billboard is partially or wholly obstructed Developer shall be responsible for any and all damages, and/or claims for damages brought by M&P Outdoor Advertising, or its successors and assigns, including any reduction in rent paid to the City as a result thereof.

**ARTICLE 4**  
**LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS**

4.1 Limitation As To Transfer of the Property and Assignment of Agreement. Prior to the City’s issuance of the Certificate of Completion (as defined in the Agency Agreement), the Developer may assign its rights and obligations under this Agreement to Forever Chestnut, LLC, a California limited liability company, any entity controlled by, or under common control with Developer or its manager, CT Realty Corporation, or to any entity owned or controlled by any institutional investor for which Developer, or CT Realty Corporation, is then acting as investment or development manager, without the City’s prior consent, but only upon twenty (20) business days prior written notice to the City and pursuant to an assignment agreement by which

the assignee shall expressly assume all of the Developer's rights and obligations under this Agreement and otherwise in form and substance reasonably acceptable to City. Except as provided in the preceding sentence and prior to the City's issuance of the Certificate of Completion, the Developer shall not transfer its rights and obligations, in whole or in part, under this Agreement, or sell, assign, transfer, encumber, pledge or lease the Property, nor cause or suffer a change of more than 49% of the ownership interests in Developer, directly or indirectly, in one or a series of transactions, without the City's prior written consent, which consent may be granted or withheld in the sole and absolute discretion of the City. The Developer acknowledges that the identity of the Developer is of particular concern to the City, and it is because of the Developer's identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement in violation of the terms hereof. Notwithstanding any provision contained herein to the contrary, this prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Project, or any mortgage or deed of trust permitted by this Agreement. Upon the City's issuance of the Certificate of Completion, the Developer may transfer the Property to a transferee without restriction so long as the transferee agrees to all of the applicable covenants and conditions set forth in Article 5 of this Agreement. Any assignment or other transfer by Developer prior to issuance of the Certificate of Completion shall not release Developer from any of its obligations under this Agreement.

4.2 Security Financing; Right of Holders.

4.2.1 No Encumbrances Except Mortgages, Deeds of Trust, Conveyances or Other Conveyance for Financing For Development.

(a) Notwithstanding Section 4.1 or any other provision herein to the contrary, only mortgages, deeds of trust, sales and leasebacks, or any other form of encumbrance, conveyance, security interest or assignment required for any reasonable method of construction and permanent financing are permitted prior to the issuance of a Certificate of Completion, but only for the purpose of securing loans of funds to be used for the purchase of the Property or financing the direct and indirect costs of the development of the Project (including reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs), and each such loan secured by the Property shall expressly allow for its prepayment or assumption (upon payment of a market standard prepayment or assumption fee) by and at the option of the City upon the exercise of its option to purchase provided in Section 5.7.

(b) The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in real estate acquisition, construction and land development. Any reference herein to the "holder" of a mortgage or deed of trust shall be deemed also to refer to a lessor under a sale and leaseback.

4.2.2 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. Whenever the City shall deliver a notice or demand to the Developer with respect to any Default by the Developer in completion of development of the Project or otherwise, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any first mortgage, deed of trust or other security

interest authorized by this Agreement who has previously made a written request to the City for special notice hereunder (a “**Holder**”). No notice of Default to the Developer shall be effective against any such Holder unless given to such Holder as aforesaid. Such Holder shall (insofar as the rights of the City are concerned) have the right, at such Holder’s option, within sixty (60) days after receipt of the notice, to cure or remedy any such Default and to add the cost thereof to the security interest debt and the lien of its security interest; provided, however, that if longer than sixty (60) days is required to cure such Default, such longer period shall be granted to Holder, provided that Holder diligently pursues such cure during such longer period. If such Default shall be a default which can only be remedied or cured by such Holder upon obtaining possession of the Property, such Holder shall seek to obtain possession of the Property with diligence and continuity through a receiver or otherwise, and shall remedy or cure such Default within a reasonable period of time as necessary to remedy or cure such Default of the Developer. If such Default shall be a default as to or by Developer which cannot be cured, City shall not seek to enforce the same against Holder and Holder shall not be subject thereto.

4.2.3 Noninterference with Holders. The provisions of this Agreement do not limit the right of Holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering the Property and the improvements thereon, or the right of Holders to pursue any remedies for the enforcement of any pledge or lien encumbering the Property; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the Property, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this Agreement and all documents and instruments recorded pursuant hereto.

## **ARTICLE 5 USE OF THE PROPERTY**

5.1 Use. The Developer covenants and agrees for itself, and its successors and its assigns, that the Developer, such successors, and such assigns shall use the Property, and every part thereof, only for the construction of the Project thereon, and thereafter for any use permitted by applicable laws. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Project thereon in accordance with this Agreement, the Developer shall be relieved of any further responsibility under this Section 5.1 as to the Property so conveyed.

5.2 Maintenance of the Property. After completion of the Project, Developer shall maintain the Property and the Project (including landscaping) in a commercially reasonable condition and repair to the extent practicable and in accordance with industry health and safety standards. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Project thereon in accordance with the Agreement, the Developer shall be relieved of any further responsibility under this Section 4.2 as to the Property so conveyed.

5.3 Obligation to Refrain from Discrimination. The Developer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Developer (itself or any person claiming under or through the Developer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when the Developer conveys the Property to a third party after completion of the Improvements thereon in accordance with the Agreement, the Developer shall be relieved of any further responsibility under this Section 4.3 as to the Property so conveyed.

5.4 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

5.4.1 In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

5.4.2 In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

5.4.3 In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

5.5 Restrictive Covenant. In order to insure the Developer’s compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the City.

5.6 Effect and Duration of Covenants. The following covenants shall be binding upon the Property and Developer and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the Developer:

(1) The use and non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the City, or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

**ARTICLE 6**  
**EVENTS OF DEFAULT, REMEDIES AND TERMINATION**

6.1 Developer Events of Defaults. Occurrence of any or all of the following, if uncured after the expiration of any applicable cure period, shall constitute a default (“**Developer Event of Default**”) under this Agreement:

6.1.1 The Developer’s sale, lease, or other transfer, or the occurrence of any involuntary transfer, of the Property or any part thereof or interest therein in violation of this Agreement; or

6.1.2 Filing of a petition in bankruptcy by or against the Developer or appointment of a receiver or trustee of any property of the Developer, or an assignment by the Developer for the benefit of creditors, or adjudication that the Developer is insolvent by a court, and the failure of the Developer to cause such petition, appointment, or assignment to be removed or discharged within ninety (90) days;

6.1.3 The Developer’s failure to perform any requirement or obligation of Developer set forth herein, on or prior to the date for such performance set forth herein (subject to delays pursuant to Section 7.9), and, so long as such failure is not caused by any wrongful act of the City, the Developer’s failure to cure such breach within thirty (30) days after receipt of written notice from the City of the Developer’s breach; or

6.1.4 The Developer’s failure to deposit with Escrow Holder the Deposit or the balance of the Purchase Price as required by Section 2.2.

6.2 City Events of Default. Occurrence of any or all of the following, if uncured after the expiration of the applicable cure period, shall constitute a default (“**City Event of Default**”, and together with the Developer Event of Default, a “**Default**”) under this Agreement:

6.2.1 The City, in violation of the applicable provision of this Agreement, fails to convey the Property to Developer at the Close of Escrow; or

6.2.2 The City breaches any other material provision of this Agreement.

Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure (other than a failure by the City to convey the Property at the Close of Escrow, for which there shall be no cure period) or if a cure is not possible within the thirty (30) day period, to begin such cure and diligently prosecute the same to completion, which shall, in any event, not exceed one hundred eighty (180) days from the date of receipt of the notice to cure.

6.3 Remedies in the Event of Default.



6.3.1 Remedies General. In the event of a breach or a default under this Agreement by either Developer or City, prior to the Close of Escrow, the non-defaulting party shall have the right to terminate this Agreement by providing ten (10) days written notice thereof to the defaulting party. If such breach or default is not cured within such ten (10) day period (other than a failure by the City to convey the Property at the Close of Escrow, for which there shall be no cure period), this Agreement and the Escrow for the purchase and sale of the Property shall terminate, and if Developer is the non-defaulting party, Developer shall thereupon promptly receive a refund of the Deposit and all interest accrued thereon. Except as herein otherwise expressly provided, such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

In the event of a Default under this Agreement after the Close of Escrow, the non-defaulting party may seek against the defaulting party any available remedies at law or equity, including but not limited to the right to receive reimbursement for its documented out-of-pocket costs relating to this purchase transaction or to pursue an action for specific performance, but in no event shall such non-defaulting party be entitled to receive any consequential or special damages.

IF THE DEVELOPER FAILS TO COMPLETE THE ACQUISITION OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF THE DEVELOPER, IT IS AGREED THAT THE DEPOSIT SHALL BE NON-REFUNDABLE AND THE CITY SHALL BE ENTITLED TO SUCH DEPOSIT, AND ANY DISPOSITION COSTS, WHICH AMOUNTS SHALL BE ACCEPTED BY THE CITY AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS THE CITY'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNTS CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. THE CITY AND DEVELOPER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES THE CITY WOULD SUFFER UPON THE DEVELOPER'S FAILURE TO COMPLETE ITS ACQUISITION OF THE PROPERTY. THE DEVELOPER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND THE DEVELOPER AND CITY DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE THE CITY'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH, THE DEVELOPER AND CITY AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

\_\_\_\_\_  
City                      Developer

6.3.2 Liberal Construction. The rights established in this Agreement are to be interpreted in light of the fact that the City will convey the Property to the Developer for development and operation of the Project thereon and not for speculation in undeveloped land or for construction of different improvements. The Developer acknowledges that it is of the

essence of this Agreement that the Developer is obligated to complete all Improvements comprising the Project.

6.4 No Personal Liability. Except as specifically provided herein to the contrary, no representative, employee, attorney, agent or consultant of the City shall personally be liable to the Developer, or any successor in interest of the Developer, in the event of any Default or breach by the City, or for any amount which may become due to the Developer, or any successor in interest, on any obligation under the terms of this Agreement.

6.5 Legal Actions.

6.5.1 Institution of Legal Actions. Any legal actions brought pursuant to this Agreement must be instituted in either the Superior Court of the County of Los Angeles, State of California, or in an appropriate municipal court in that County.

6.5.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

6.5.3 Acceptance of Service of Process. If any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Manager or City Clerk of the City, or in such other manner as may be provided by law. If any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the Developer, or in such other manner as may be provided by law, whether made within or without the State of California.

6.6 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Default or any other Default by the other party.

6.7 Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

## **ARTICLE 7 GENERAL PROVISIONS**

7.1 Insurance.

7.1.1 Prior to commencement of any demolition or construction work on the Property by the Developer, the Developer shall obtain (or cause the General Contractor to obtain), at the Developer's sole cost and expense, and shall maintain in force until completion of construction of the Improvements, with a reputable and financially responsible insurance company reasonably acceptable to the City, broad form commercial general public liability

insurance, insuring the Developer and the City against claims and liability for bodily injury, death, or property damage arising from the use, occupancy, condition, or operation of the Property and the Improvements thereon, which insurance shall provide combined single limit protection of at least Two Million Dollars (\$2,000,000.00), and include contractual liability endorsement. Such insurance shall name the City, as additional insureds.

7.1.2 Prior to commencement of any demolition or construction work on the Property by the Developer, the Developer shall also obtain, or cause to be obtained, at the Developer's sole cost and expense, and shall maintain in force until completion of the construction of the Improvements, with a reputable and financially responsible insurance company reasonably acceptable to the City (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a reputable and financially responsible insurance company reasonably acceptable to the City, and (ii) workers' compensation insurance covering all persons employed in connection with work. The builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

7.1.3 Prior to the commencement of any demolition or construction work on the Property by the Developer, the Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Property carries workers' compensation insurance as required by law.

7.1.4 With respect to each policy of insurance required above, the Developer shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on the insurance carrier's form setting forth the general provisions of the insurance coverage. The required certificate shall be furnished by the Developer prior to commencement of any demolition or construction work on the Property.

7.1.5 All such policies required by this Section shall be nonassessable and shall contain language to the effect that (i) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the City, and (ii) the City shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the City. The provisions of this Section shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

## 7.2 Indemnity.

From and after the Close of Escrow, Developer hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the City's choosing, the City and any and all officials, officers, agents, employees, attorneys and representatives of the City (collectively "City Representatives"), and each of them, from and against all losses, liabilities, claims, damages, penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and demands of any nature whatsoever, including

attorneys' fees (collectively "Losses and Liabilities"), related directly or indirectly to, or arising out of or in any way connected with the Developer's use, ownership, management, occupancy or possession of the Property; any breach or Default of Developer hereunder; any of the Developer's activities on the Property (or the activities of the Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), including without limitation, the construction of the Improvements on the Property; the presence or clean-up of Hazardous Substances on, in or under the Property to the extent the same was caused by Developer or Developer's affiliates, agents or employees; Developer's obligation upon Developer's acquisition of the Property to remediate the existing Hazardous Substances thereon so that the Property is in compliance with all applicable environmental laws relating to the anticipated use of the Property, the construction of any improvements on the Property, or the use or condition of any such improvements; any other fact, circumstance or event related to the Developer's performance hereunder of any covenant to be performed following the closing, or which may otherwise arise from the Developer's ownership, use, possession, improvement, operation or disposition of the Property after the Closing, regardless of whether such damages, losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement. This indemnification requires Developer to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, related directly or indirectly to, or arising out of or in any way connected with any existing or future Hazardous Substances on the Property after the acquisition thereof by Developer. Developer's obligation to defend shall arise regardless of any claim or assertion that the Agency and/or City caused or contributed to the Losses and/or Liabilities. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

7.3 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, by nationally recognized overnight courier or by personal delivery (including by commercial messenger service) or by facsimile transmission. Notices shall be considered given upon the earlier of (a) personal delivery, (b) three (3) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, (c) the next business day after deposit with a nationally reorganized overnight courier, (d) on the day of facsimile transmission, in each instance addressed to the recipient as set forth below. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

City: City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, California 91744  
Attention: Paul Philips, City Manager  
Facsimile: (626) 961-6795

with a copy to: Casso & Sparks, LLP  
Post Office Box 4131  
West Covina, CA 91791  
Attention: James M. Casso

Developer: CT Chestnut LLC  
c/o CT Realty Corporation  
65 Enterprise, Suite 150  
Aliso Viejo, California 92656  
Attention: Michael W. Traynham  
Facsimile: (949) 330-5571

7.4 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

7.5 Developer's Warranties. The Developer warrants and represents to the City as follows:

7.5.1 The Developer has full power and authority to execute and enter into this Agreement and to consummate the transaction contemplated hereunder. This Agreement constitutes the valid and binding agreement of the Developer, enforceable in accordance with its terms subject to bankruptcy, insolvency of other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Developer is a party.

7.5.2 As of the Close of Escrow, the Developer will have inspected the Property and will be familiar with all aspects of the Property and its condition, and will accept such condition.

7.5.3 The Developer has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

7.6 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires.

7.7 Time of the Essence; Definition of Business Day. Time is of the essence of this Agreement. For purposes of this Agreement, "business day" means any day other than Saturday, Sunday or a holiday observed by national or federally chartered banks. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (California time) on such date or dates, and references to "days" shall refer to calendar days except if such references are to business days. Any event specified to occur on a non-business day shall be extended automatically to the end of the first business day thereafter.

7.8 Attorneys' Fees. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

7.9 Enforced Delay: Extension of Times of Performance. Notwithstanding anything to the contrary in this Agreement, unexcused failure to commence construction of the Improvements on or prior to the Commencement Date, as defined in the Agency Agreement, or to complete construction of the Improvements on or prior to the Completion Date, as defined in the Agency Agreement, shall constitute a Default hereunder as herein set forth; provided, however, nonperformance of such obligations or any other obligations to be performed hereunder shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of the party responsible for such performance: (i) war, insurrection, riot, flood, severe weather, earthquake, fire, casualty, acts of public enemy, governmental restriction, litigation, acts or failures to act of any governmental or quasi-governmental agency or entity, including the City, or public utility, or any declarant under any applicable conditions, covenants, and restrictions affecting the Property, or (ii) inability to secure necessary labor, materials or tools, strikes, lockouts, delays of any contractor, subcontractor or supplier or (iii) other matters generally constituting a force majeure event in circumstances similar to those contemplated by this Agreement (but which shall not in any event include the availability of financing to construct the Improvements). In the event of an occurrence described in clauses (i), (ii) or (iii) above, such nonperformance shall be excused and the time of performance shall be extended by the number of days the matters described in clauses (i), (ii) or (iii) above materially prevent or delay performance.

7.10 Approvals by the City and the Developer. Unless otherwise specifically provided herein, wherever this Agreement requires the City or the Developer to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld, conditioned or delayed.

7.11 Developer's Private Undertaking. The development covered by this Agreement is a private undertaking, and the Developer shall have full power over and exclusive control of the Property while the Developer holds title to the Property; subject only to the limitations and obligations of the Developer under this Agreement.

7.12 Entire Agreement, Waivers and Amendments. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the Developer and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Developer or the City.

7.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.14 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.15 Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder and the delivery of all consideration.

7.16 Representations of City. The City warrants and represents to the Developer as follows:

(a) The City has full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement constitutes the valid and binding agreement of the City, enforceable in accordance with its terms subject to bankruptcy, insolvency and other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the City is a party.

(b) As of the Effective Date and the Close of Escrow, the Property is not presently the subject of any condemnation or similar proceeding, and to the City's knowledge, no such condemnation or similar proceeding is currently threatened or pending.

(c) As of the Close of Escrow, there are no management, service, supply or maintenance contracts affecting the Property which shall affect the Property on or following the Close of Escrow.

(d) The City has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and the City has not dealt with any broker or finder purporting to act on behalf of the City or otherwise.

(e) As of the Close of Escrow, there are no leases or other occupancy agreements affecting the Property, with the exception of the billboard lease, as set forth in Article 3, which shall affect the Property on or following the Close of Escrow.

(f) As of the Close of Escrow and to the actual knowledge of the City, the City has not received any written notice from any governmental entity regarding the violation of any law or governmental regulation with respect to the Property.

7.17 Developer's Broker(s). Developer shall pay all commissions and fees that may be payable to any broker, finder or salesperson engaged by Developer, and shall defend, indemnify and hold City harmless from and against any and all claims, liabilities, losses, damages, costs and expenses relating thereto.



IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year first above written.

**DEVELOPER**

CT CHESTNUT LLC,  
a Delaware limited liability company

By: CT Realty Corporation,  
a California corporation, its Manager

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**CITY OF INDUSTRY**

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

ATTEST:

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

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

## **LIST OF EXHIBITS**

- Exhibit "A" Legal Description of the Property
- Exhibit "B" Form of Grant Deed
- Exhibit "C" Form of Right of Entry Agreement
- Exhibit "D" Billboard Lease

## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City of Industry, County of Los Angeles, State of California, and is described as follows:

A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT NO. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT NO. 1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED IN, UNDER OR UPON SAID LAND BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG, OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENTS THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW, AND EDITH E. SERCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390 OF OFFICIAL RECORDS.

APN: 8264-025-911

**EXHIBIT "B"**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, California 91744  
Attention: City Clerk

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*[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383]*

**GRANT DEED**

Documentary Transfer Tax: \$ \_\_\_\_\_

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **CITY OF INDUSTRY** (the "**Grantor**"), hereby grants to **CT CHESTNUT LLC**, a Delaware limited liability company (the "**Grantee**"), that certain real property described in Exhibit A attached hereto (the "**Site**") and incorporated herein by this reference, together with all of Grantor's right, title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase Agreement [ \_\_\_\_\_ ] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of \_\_\_\_\_, 2015, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. The Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants and agrees for itself, and its successors and its assigns, that the Grantee, such successors, and such assignees shall use the Site, and every part thereof, only for the construction of certain improvements thereon as described in the Agreement and thereafter for any use allowed under applicable law.

2. The Site is conveyed subject to the condition that:

(a) The Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site, that after completion of the Project (as defined in the Agreement), the Grantee and the Grantee's transferees, successors and assigns, shall maintain the Site and the Project (including landscaping) in a commercially reasonable condition and repair for a period of fifteen (15) years, and following construction of certain improvements thereon shall use the Site for any such uses as are allowed under applicable law.

(b) The Grantee covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

3. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of

the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

4. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or

remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

5. The covenants contained in Paragraphs 2 and 3 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

6. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: CITY OF INDUSTRY

By: \_\_\_\_\_  
Name: Mark D. Radecki  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

GRANTEE: CT CHESTNUT LLC,  
a Delaware limited liability company

By: CT Realty Corporation,  
a California corporation, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, 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 upon 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.

Signature \_\_\_\_\_ (Seal)

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

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, 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 upon 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.

Signature \_\_\_\_\_ (Seal)

**Exhibit A**

**LEGAL DESCRIPTION OF THE PROPERTY**

(Attached.)

## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City of Industry, County of Los Angeles, State of California, and is described as follows:

A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT NO. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT NO. 1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED IN, UNDER OR UPON SAID LAND BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG, OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENTS THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW, AND EDITH E. SERCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390 OF OFFICIAL RECORDS.

APN: 8264-025-911

## EXHIBIT "C"

### RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of \_\_\_\_\_, 2015, by the **SUCCESSOR CITY OF INDUSTRY**, a public body, corporate and politic (herein called "Grantor"), and **CT CHESTNUT LLC**, a Delaware limited liability company (herein called "Grantee").

#### WITNESSETH:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, which exhibit is attached hereto and incorporated herein by reference (herein called the "Property");

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee contemplate entering into a Purchase Agreement related to the Property (the "Purchase Agreement");

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the expiration of the Due Diligence Period (as defined in the Purchase Agreement); or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "**Grantee's Designees**") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities.

(b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the

Property in connection with the Due Diligence Activities shall not materially damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is materially altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to substantially the same condition existing prior to the Due Diligence Activities, and (iii) Grantee, to the extent allowed by law, shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property; provided, however, that in no event shall Grantee be liable for any liabilities, damages, losses, costs or expenses of any kind or nature that relate, directly or indirectly, to (y) consequential or punitive damages; or (z) matters that are merely discovered, but not exacerbated, by Grantee. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written consent of Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within ten (10) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before the expiration of the Due Diligence Period, as defined in the Purchase Agreement.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than One Million Dollars (\$1,000,000.00), and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Any notice, demand, or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

7. Assignment. This Agreement may be assigned by Grantee, in whole or in part.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTEE:

CT CHESTNUT LLC,  
a Delaware limited liability company

By: CT Realty Corporation,  
a California corporation, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for notices: CT Chestnut LLC  
c/o CT Realty Corporation  
65 Enterprise, Suite 150  
Aliso Viejo, California 92656  
Attention: Michael W. Traynham  
Facsimile: (949) 330-5571

(Signatures continued)

GRANTOR:

CITY OF INDUSTRY

By: \_\_\_\_\_

Name: Mark D. Radecki

Title: Mayor

Address for notices: City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, California 91744  
Attention: Paul Philips, City Manager  
Telephone: (626) 333-1480  
Facsimile: (626) 336-4273

With a copy to: Casso & Sparks, LLP  
Post Office Box 4131  
West Covina, CA 91791  
Attn.: James M. Casso, Esq.  
Telephone: (626) 512-5470



**Exhibit A**

**LEGAL DESCRIPTION OF THE PROPERTY**

(Attached.)

## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City of Industry, County of Los Angeles, State of California, and is described as follows:

A PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN MAP BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL 2, DESCRIBED IN QUITCLAIM DEED TO TOSCO OPERATING COMPANY INC., RECORDED DECEMBER 29, 2000, AS INSTRUMENT NO. 00-2027298 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT OF BEGINNING ALSO BEING ON THE NORTHERLY LINE OF RAILROAD STREET, 60.00 FEET WIDE, DESCRIBED IN DEED RECORDED APRIL 30, 1964, AS INSTRUMENT NO. 1517, IN BOOK D2453, PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84° 15' 00" WEST, 120.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 47.12 FEET TO THE EASTERLY LINE OF AZUSA AVENUE, 120.00 FEET WIDE, AS SHOWN ON PARCEL MAP NO. 113, RECORDED IN BOOK 91, PAGE 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE TANGENT TO THE LAST CURVE AND ALONG SAID EASTERLY LINE, NORTH 05° 45' 00" EAST, 73.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1440.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 50' 51", AN ARC DISTANCE OF 46.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID TOSCO OPERATING COMPANY INC. PARCEL; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 15' 00" EAST, 149.25 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, SOUTH 05° 45' 00" WEST, 150.20 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED IN, UNDER OR UPON SAID LAND BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG, OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENTS THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW, AND EDITH E. SERCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST, RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390 OF OFFICIAL RECORDS.

APN: 8264-025-911

**EXHIBIT "D"**  
**BILLBOARD LEASE**

[Attached]

## M&P OUTDOOR ADVERTISING, LLC

42 Via Paradiso  
Henderson, Nevada 89011

Telephone: (702) 566-7473 -- Fax: (702) 566-7481

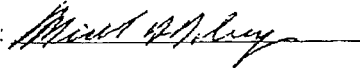
City: Industry State: California Date

1. The undersigned Lessor hereby Leases exclusively to M&P OUTDOOR ADVERTISING (Lessee) subject to cancellation by either party only as herein provided the use of the following described premises and full right of access to the premises for the purpose of maintaining printed or illuminated advertising signs (14x48' sign face) including necessary structures, devices and connections:  
  
APN: 8264-025-002  
LOCATION: Azusa Blvd & Railroad Street N.E.  
  
Situated in the City of Industry, County of Los Angeles, State of California for a period of Ten (10) years from date construction of the sign structure is completed..
2. The consideration shall be One Thousand Dollars ( \$1000.00 ) per month per face, payable by Lessee monthly in advance, commencing the first day of each month after the sign is constructed.
3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the premises.
4. Lease shall continue in full force and effect for its term and thereafter on a month-to-month basis until terminated by either party giving 30 days' written notice thereof. If this Lease is for a portion of land which is unimproved, Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building and Lessee's sign structure would interfere with placing of same, Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit, but only if in addition it has been paid in full at the time notice of building is given and the consideration described in the sentence which follows immediately is paid. The Lessor will upon giving such notice of commencement of construction, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/60<sup>th</sup> of such cost for each full month of this Lease prior to the notice of termination. If the Lessor fails to commence the erection of the private commercial or residential building within ninety (90) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to relocate its signs on the remaining portion on the same terms. At the expiration of the full term of this Lease, Lessor shall not have any obligation to pay compensation of any nature to Lessee.
5. If the view of the property or advertising sign or signs is partially or wholly obstructed, or the advertising value impaired or diminished by reduced vehicular circulation, or the use of such sign or signs is prevented or restricted by law or if permits are not obtained or once obtained, canceled or revoked, the Lessee may immediately at its option either reduce rental in direct proportion to the diminution in value as a result of such obstruction, impairment, prevention or restriction of use, or cancel this agreement and receive all rent paid for the unexpired term of this Lease, by giving the Lessor notice in writing of such obstruction, impairment, prevention or restriction of use.
6. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the property or on any neighboring property which would in any way wholly or partially obstruct the view of Lessee's sign structures. If such obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee may itself remove the obstruction charging the cost of said removal to the Lessor or the Lessee may reduce the rental herein paid to the sum of Five Dollars (\$5.00) per year so long as such obstruction continues.
7. The Lessee is and shall remain the owner of all signs, building permits, governmental approvals and improvements placed by it upon Lessor's property.
8. The Lessor represents that they are the owner of the above described property and has the authority to make this Lease and grant the rights herein provided.
9. The word "Lessor" as herein used shall include all "Lessors." This Lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.
10. In the event of any litigation to determine the rights of either party under this Lease or to construe the said Lease, or the obligations of either party in regard hereto, the prevailing party shall be entitled to reasonable attorney's fees and all court costs.
11. Lessee shall not be bound by any terms, conditions or oral representations made to Lessor by its officers, agents, or employees, unless the same are incorporated in this Lease.
12. The parties agree that in the event of any conflict between the printed form of this Lease and any rider or addendum hereto, the language contained in such rider or addendum shall govern and prevail.
13. The lessor will have the right of approval as to all advertising that includes nudity, profanity, or deemed lewd, crude or offensive.
14. Lessee will not display any advertising that is in direct competition with current or future tenants of Lessor.
15. Throughout the term of this Lease, Lessee shall maintain liability insurance with policy limits of not less than a combined single limit of Two Million Dollars (\$2,000,000.00) and naming Lessor as an additional insured.

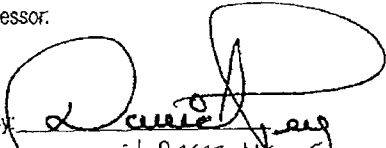
**M&P OUTDOOR ADVERTISING, LLC**

42 Via Paradiso  
Henderson, Nevada 89011  
Telephone: (702) 566-7473 -- Fax: (702) 566-7481

Accepted: M&P Outdoor Advertising, LLC  
a California Limited Liability Company

By: 

Lessor.

By:   
Name: David Perez, Mayor  
Address:

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



Addendum to Lease Agreement

Addendum to Lease Agreement by and between M & P Outdoor Advertising, LLC and the City of Industry, California regarding the property located at Azusa Avenue and Railroad Street N/E.

Paragraph 4 line 8 of the Lease Agreement is amended as follows:

removal of Lessee's sign not to exceed \$72,000.00, less 1/60th of such cost for each full month of this lease prior to the notice of termination.

Paragraph 5 line 3 of the following wording is deleted:

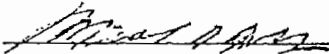
at its option either reduce rental in direct proportion to the diminution in value.

The following three paragraphs are added to the Lease Agreement:

1. Lessee shall arrange and pay for providing a supply of electrical power to the sign or signs and shall be responsible for the cost of all electrical power used in the construction, operation and maintenance of the sign or signs.
2. Lessee, at its own cost and expense, shall keep and maintain the sign or signs and all facilities appurtenant to the sign or signs in good order and repair and in as safe, clean and attractive condition as when erected, and shall promptly repair any damage to the sign or signs as a result of graffiti, vandalism, storms and weather, or other causes. If Lessee fails to do so for any period of 30 or more days after receipt from Lessor of a notice to maintain the sign or signs, then Lessor shall have the option to repair the sign or signs and recoup the costs from Lessee or to demolish and remove the sign or signs at Lessee's expense.
3. Lessee, at Lessee's own cost and expense, shall comply with the statutes, ordinances, regulations, and requirements of all governmental entities, whether Federal, State, County, or local relating to Lessee's use of the premises, whether those statutes, ordinances, regulations, or requirements are now in force or are yet to be enacted. The judgement of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Agreement by Lessor.

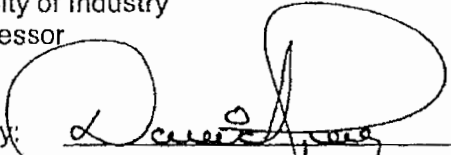
Accepted:

M & P Outdoor Advertising, LLC  
Lessee

By: 

Date: 2/2/07

City of Industry  
Lessor

By: 

Date: JAN 25 2007





*CITY COUNCIL*

ITEM NO. 6.1



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

To: City Council

January 7, 2016

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Brian James, Planning Director

### **Subject: Zone Amendment 15-3 – Updated Water Efficient Landscape Ordinance**

#### **Introduction**

For the City Council's consideration, Zone Amendment 15-3 is a request to amend Chapters 13.18 and 17.36 of the Municipal Code and the Water Efficient Landscape Guidelines to ensure that the City's landscape and irrigation provisions are consistent with new State water efficient landscape requirements. The proposed amendments to the Municipal Code and revised Water Efficient Landscape Guidelines are contained in Attachments 4 and 5 respectively.

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed the Department of Water Resources (DWR) to update the State's Model Water Efficient Landscape Ordinance (MWELo) through expedited regulation. The California Water Commission approved the revised MWELo Ordinance on July 15, 2015. Local agencies have until December 1, 2015, to adopt the State's MWELo or an ordinance that is at least as effective in conserving water. A local agency may also choose to allow MWELo to become effective by default and then adopt an ordinance at a later time, which is the path that the City is taking.

In order to amend the Zoning Code, the City must comply with procedures set forth in California's Planning and Zoning Law, Government Code section 65800 – 65856. The minimum process authorized under the Government Code can be summarized as: (1) the Planning Commission must publish a notice of a public hearing; (2) the Planning Commission must hold a public hearing and render a written decision in the form of a recommendation to the City Council; (3) the City Council must publish a notice of a public hearing to consider the amendments; and (4) the City Council must hold at least one public hearing before approving the amendments. This amendment is being initiated by City Staff to comply with state requirements.

#### **Existing Chapter 13.18 and Water Efficient Landscape Guidelines**

In 2010, the City adopted Ordinance 758 and Resolution 2299 amending the Industry Municipal Code to add Chapter 13.18 (Water Efficient Landscape Requirements) and adopting the Water Efficient Landscape Guidelines in compliance with AB 1881, the Water Conservation in Landscaping Act. The Water Efficient Landscape Guidelines contain the detailed technical aspects related to designing and installing water efficient irrigation and landscaping while Chapter 13.18 contain the basic requirements and procedures.

## **Significant Changes to Chapter 13.18 and Water Efficient Landscape Guidelines**

The majority of the provisions contained in Chapter 13.18 and the Water Efficient Landscape Guidelines remain unchanged. The major changes from the City's existing provisions include the following:

- The size of landscapes subject to the ordinance has been lowered from 2,500 to 500 square feet and applies to projects that require a permit, plan check, or design review. The size threshold for existing landscapes being rehabilitated has not changed, remaining at 2,500 square feet.
- To reduce the complexity and costs for landscapes between 500 and 2,500 square feet, the revised MWELO allows a prescriptive compliance option, which is contained in the Water Efficient Landscape Guidelines.
- The maximum applied water allowance (MAWA) has been lowered from 70% to 45% of the reference evapotranspiration (ET<sub>o</sub>) for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf.
- The irrigation efficiency requirement has been increased.
- The use of high water use plants in street median strips has been banned.
- Dedicated landscape water meters or submeters are required for non-residential landscapes over 1,000 square feet.
- Local agencies must report on the implementation and enforcement to the DWR each year.

## **Changes to Chapter 17.36**

The standard conditions of approval contained in the Municipal Code must also be revised to be consistent with the new State water efficient landscape requirements. Specifically, Section 17.36.080 A.3. of the City of Industry Municipal Code, would be amended to read:

*17.36.080 Standard conditions of approval*

*A.3. The applicant must provide landscaping and automatic irrigation plans to be approved by the planning director prior to the issuance of a building permit. Where applicable, landscaping must be designed to comply with the city's Water Efficient Landscape regulations, Chapter 13.18, and with the city's Water Efficient Landscape Guidelines. A current California licensed landscape architect must prepare and sign all landscape and irrigation plans required as part of this condition. Such plans must be in substantial conformity with the development plans approved pursuant to this chapter.*

## **Environmental Analysis**

The proposed amendments are exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of the Ordinance and Water Efficient Landscape Guidelines will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts. A Notice of Exemption (Attachment 1) will be prepared for the project and filed with the Los Angeles County Clerk.

## **Planning Commission Action**

On December 10, 2015, the Planning Commission conducted a public hearing and adopted Resolution PC 2015-23 (Attachment 2) recommending that the City Council approve Zone Amendment 15-3 and the Water Efficient Landscape Guidelines.

## **Public Hearing**

The required Public Hearing Notice (Attachment 3) was posted at Fire Station 118, City Hall, and the Council Chambers, and published in the San Gabriel Tribune by December 30, 2015.

## **Recommendation**

Staff recommends that the City Council:

- 1) Introduce Ordinance No. 793 (Attachment 4) approving Zone Amendment 15-3; and
- 2) Adopt Resolution No. CC 2016-01 (Attachment 5) approving the new Water Efficient Landscape Guidelines

## **Attachments**

- Attachment 1: Notice of Exemption
- Attachment 2: Planning Commission Resolution PC 2015-23 recommending that the City Council approve Zone Amendment 15-3
- Attachment 3: Public Hearing Notice
- Attachment 4: City Council Ordinance No. 793 amending the Municipal Code
- Attachment 5: City Council Resolution No. CC 2016-01 adopting the new Water Efficient Landscape Guidelines

# **Attachment 1**

## **Notice of Exemption**

## NOTICE OF EXEMPTION

**To:** County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Highway #2001  
Norwalk, CA 90650

**From:** City of Industry  
15625 E. Stafford Street, Suite 100  
City of Industry, CA 91744

**Project Title:** Zone Amendment 15-3

**Project Location - Specific:** Citywide

**Project Location-City:** City of Industry    **Project Location-County:** Los Angeles

**Description of Project:** A proposed amendment to Chapters 13.18 and 17.36 of the Municipal Code and the Water Efficient Landscape Guidelines to ensure that the City's landscape and irrigation provisions are consistent with new State water efficient landscape requirements pursuant to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15).

**Name of Public Agency Approving Project:** City Council, City of Industry

**Name of Person or Agency Carrying Out Project:** City of Industry

**Exempt Status:** *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15307
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** Section 15307 Class 1, which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of Zone Amendment 15-3 and amendments to the Water Efficient Landscape Guidelines will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts.

**Lead Agency**

**Contact Person:** Brian James

Telephone: (626)333-2211

Signature: \_\_\_\_\_

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

Title: Planning Director

# **Attachment 2**

## **Planning Commission Resolution PC 2015-23**

## RESOLUTION NO. PC 2015-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF INDUSTRY, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVE ZONE AMENDMENT 15-3 REPEALING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPES) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE AND ADDING A REVISED CHAPTER 13.18, AMENDING SECTION 17.36.080 A.3 (STANDARD CONDITIONS OF APPROVAL) OF CHAPTER 17.36 (DESIGN REVIEW) OF TITLE 17 (ZONING); AND RESCIND RESOLUTION NO. 2299 AND ADOPT UPDATED WATER EFFICIENT LANDSCAPE GUIDELINES; AND NOTICE OF EXEMPTION REGARDING SAME

### RECITALS

**WHEREAS**, in 2010 the City Council adopted Chapter 13.18 of the City's Municipal Code ("Code"), concerning Water Efficient Landscape Requirements, and Resolution No. 2299, Water Efficient Landscape Guidelines, in compliance with AB 1881, the Water Conservation in Landscaping Act (Government Code Section 65591 *et seq.*), related to water use, waste, conservation and efficiency; and

**WHEREAS**, pursuant to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15), the California Water Commission approved an update to the state's Model Water Efficient Landscape Ordinance; and

**WHEREAS**, the state requires the City to adopt the model ordinance or an ordinance that is at least as effective in conserving water; and

**WHEREAS**, the City desires to repeal Chapter 13.18, and Section 17.36.080 of the City's Code, and replace them with a revised Chapter 13.18 and Section 17.36.080 to ensure that existing City landscape provisions are consistent with the new State water efficient landscape requirements; and

**WHEREAS**, the City desires to amend the Water Efficient Landscape Guidelines to ensure that City landscape provisions are consistent with the new State water efficient landscape requirements; and

**WHEREAS**, the proposed Zone Amendment 15-3 and Water Efficient Landscape Guidelines are exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which



exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of Zone Amendment 15-3 and amendments to the Water Efficient Landscape Guidelines will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts; and

**WHEREAS**, notice of the Planning Commission's December 10, 2015 public hearing on Zone Amendment 15-3 was published in *The San Gabriel Valley Tribune* on November 27, 2015, in compliance with the City's Municipal Code and Government Code Section 65091, and was posted at three public places on November 25, 2015; and

**WHEREAS**, on December 10, 2015, the Planning Commission of the City of Industry conducted a duly noticed public hearing to consider Zone Amendment 15-3, and considered all testimony written and oral; and

**WHEREAS**, all legal prerequisites to the adoption of Zone Amendment 15-3 have occurred.

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

**SECTION 1.** The Planning Commission finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

**SECTION 3.** Based upon substantial evidence presented to the Planning Commission during the December 10, 2015 public hearing, including public testimony and written and oral staff reports, which includes without limitation, CEQA, the CEQA Guidelines, the Notice of Exemption, and the City's Code, the Planning Commission finds as follows:

A. The California Department of Water Resources has updated the Model Water Efficient Landscape Ordinance ("State Model Ordinance") pursuant to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) and the City is required to adopt the State Model Ordinance or its own water efficient landscape ordinance that is "at least as effective in conserving water as" the State Model Ordinance; and

B. The proposed amendment to Chapter 13.18, is consistent with and at least as effective in conserving water as the State Model Ordinance, and the proposed amendment to Section 17.36 of the City's Code ensures that existing City landscape provisions are consistent with the new State water efficient landscape requirements. The proposed amendments are attached hereto as Exhibit A and incorporated herein by reference; and

C. The proposed amendments to Chapter 13.18 and Section 17.36.080 are consistent with the Resource Management and Land Use Elements of the City's General Plan. Specifically, policy RM1-3 states, "Encourage the conservation of water resources through the use of drought-tolerant plants and water-saving irrigation systems." Likewise, policy LU2-6 states, "Support the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction projects."

D. Pursuant to Section 13.18.045 of the City's Code, the City has elected to adopt by resolution Water Efficient Landscape Guidelines. The Planning Commission finds that the Guidelines ensure that City landscape provisions are consistent with the new State water efficient landscape requirements. A copy of the Guidelines is attached hereto as Exhibit B, and incorporated herein by reference; and

E. Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for Zone Amendment 15-3 and the proposed Water Efficient Landscape Guidelines, the Planning Commission hereby finds and determines that Zone Amendment 15-3 and the Water Efficient Landscape Guidelines will not result in or have a significant impact on the environment, because the proposed amendments and guidelines will result in the enhancement and protection of water resources in the City and will not result in cumulative adverse environment impacts. Therefore, the proposed Zone Amendment 15-3 and the Water Efficient Landscape Guidelines are categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. Based on these findings, the Planning Commission recommends that the City Council adopt the Notice of Exemption and direct staff to file same as required by law.

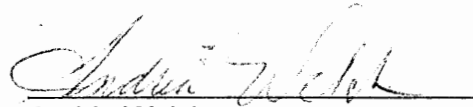
**SECTION 4.** Based upon substantial evidence presented to the Planning Commission during the above referenced December 10, 2015 public hearing, including public testimony, the written and oral staff report and attachments, as well as the findings and conclusions set forth herein, the Planning Commission

does hereby recommend that the City Council adopt the proposed Zone Amendment 15-3, set forth in Exhibit A, to revise the City's water efficient landscape requirements, and the Water Efficient Landscape Guidelines, as set forth in Exhibit B.

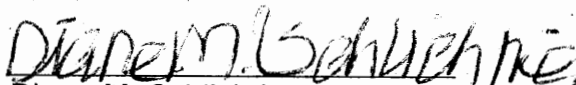
**SECTION 6.** The Secretary of the Planning Commission is directed to certify the adoption of this resolution and cause it to be transmitted to the City Council for further proceedings in accordance with State law and the Industry Municipal Code.

**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of Industry at a regular meeting held on December 10, 2015 by the following vote:

AYES:	COMMISSIONERS:	Divers, Greubel, Spivey, VC/Contreras,
NOES:	COMMISSIONERS:	None C/Welch
ABSTAIN:	COMMISSIONERS:	None
ABSENT:	COMMISSIONERS:	None

  
\_\_\_\_\_  
Andria Welch  
Planning Commissioner


ATTEST:

  
\_\_\_\_\_  
Diane M. Schlichting  
Secretary

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss  
CITY OF INDUSTRY )  
PLANNING COMMISSION  
SECRETARY'S CERTIFICATION  
RE: ADOPTION OF PLANNING  
COMMISSION RESOLUTION

I, Diane M. Schlichting, Secretary of the City of Industry Planning Commission, do HEREBY CERTIFY that the foregoing Resolution No. PC 2015-23 was duly passed and adopted at a regular meeting of the Planning Commission on December 10, 2015, by the following vote, to wit:

AYES:	BOARD MEMBERS:	Divers, Greubel, Spivey, VC/Contreras C/Welch
NOES:	BOARD MEMBERS:	None
ABSENT:	BOARD MEMBERS:	None
ABSTAIN:	BOARD MEMBERS:	None

  
\_\_\_\_\_  
Diane M. Schlichting, Secretary  
Planning Commission  
City of Industry, California

# **EXHIBIT A**

## **AMENDMENT TO MUNICIPAL CODE CHAPTER 13.18 WATER EFFICIENT LANDSCAPES**

## **EXHIBIT A**

### **CHAPTER 13.18**

#### **WATER EFFICIENT LANDSCAPES**

- 13.18.010. Purpose.**
- 13.18.020. Definitions.**
- 13.18.030. Applicability.**
- 13.18.040. Exemptions.**
- 13.18.050. Water Efficient Landscape Guidelines.**
- 13.18.060. Procedures.**

##### **13.18.010. Purpose.**

The purpose of this chapter is to establish water efficient landscape regulations that are “at least as effective in conserving water as” the State Model Water Efficient Landscape Ordinance (Government Code Section 65591 et seq.) in the context of conditions in the city in order to ensure that landscapes are planned, designed, installed, maintained, and managed in a manner that uses water efficiently, encourages water conservation, and prevents water waste.

##### **13.18.020. Definitions.**

For the purposes of this chapter and the Water Efficient Landscape Guidelines that implement this chapter, the following terms are defined:

“Applicant” means the person submitting a landscape documentation package. Applicants can be the property owner or the owner’s designee.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of Completion” means the document required under Section 2.2 of the Water Efficient Landscape Guidelines.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

“Estimated Total Water Use” (ETWU) means the total water used for the landscape as described in Section 2.1.B.2 of the Water Efficient Landscape Guidelines.

“ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “WaterSense” labeled auditing program.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from



measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

“Irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

“Irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

“Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means the documents required under Section 13.18.060.

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 13.18.030.

“Landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 2.1.B.2 of the Water Efficient Landscape Guidelines. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.  $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area.

“Parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

“Permit” means an authorizing document issued by the city for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Planning Approval Letter (Letter #1)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue building and grading permits.

“Planning Final Letter (Letter #2)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue a Certificate of Occupancy (final building permit approval).

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 13.18.060, to request a permit, plan check, or design review from the city. A project applicant may be the property owner or his or her designee.

“Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

“Record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly such in parks, sports fields, picnic grounds, amphitheatres or golf course tees, fairways, roughs, surrounds and greens.

“Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix B of the Water Efficient Landscape Guidelines, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

“Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a

consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 13.18.030, and the modified landscape area is equal to or greater than 2,500 square feet.

“Residential landscape” means landscapes surrounding single or multifamily homes.

“Run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” or “spray head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conserving plant species” means a plant species identified as having a very low or low plant factor.

“Water Efficient Landscape Guidelines” or “Guidelines” refers to the Water Efficient Landscape Guidelines, as approved by and available at the City, which describes procedures, calculations, and requirements for landscape projects subject to the Guidelines.

“Water Efficient Landscape Ordinance” means Chapter 13.18 of the Industry Municipal Code.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

### **13.18.030. Applicability.**

A. This ordinance shall apply to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
3. Existing landscapes limited to Section 3.1 of the Water Efficient Landscape Guidelines; and
4. Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 2.1.B.2, 2.2.A.4, and 2.2.A.5 of the Water Efficient Landscape Guidelines; and existing cemeteries are limited to Section 3.1 of the Water Efficient Landscape Guidelines.

B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix E of the Water Efficient Landscape Guidelines.

C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel’s landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Section B.5 of Appendix E of the Water Efficient Landscape Guidelines.

**13.18.040. Exemptions.**

A. This ordinance does not apply to:

1. Registered local, state or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system; or
4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

**13.18.050. Water Efficient Landscape Guidelines.**

A. Water Efficient Landscape Guidelines. The Water Efficient Landscape Guidelines as adopted by resolution of the city council, as they may be amended from time to time, is hereby incorporated into this chapter by reference.

**13.18.060. Procedures.**

A. Landscape Design and Review. Prior to installation and construction, the Applicant shall submit a complete Landscape Documentation Package that complies with the provisions of this chapter and the Water Efficient Landscape Guidelines to the Planning Department for approval. The Landscape Documentation Package shall include the following elements, as detailed in the Water Efficient Landscape Guidelines:

1. Project information including all of the following;
  - a. Date
  - b. Applicant
  - c. Project address (if available, parcel and/or lot number(s))
  - d. Total landscape area (square feet)
  - e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
  - f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
  - g. Checklist of all documents in Landscape Documentation Package
  - h. Project contacts to include contact information for the Applicant and property owner.
  - i. Applicant signature and date with statement, "I agree to comply with the requirements of the Water Efficient Landscape Guidelines and submit a complete Landscape Documentation Package".
2. Water Efficient Landscape Worksheet including calculations for the Maximum Applied Water Allowance (WAWA) and Estimated Total Water Use (ETWU) in

compliance with this chapter and as contained in Appendix C of the Water Efficient Landscape Guidelines;

3. Soil management report;
  4. Landscape design plan;
  5. Irrigation design plan;
  6. Grading design plan; and
  7. A Certificate of Landscape Design (Appendix A of the Water Efficient Landscape Guidelines) on the landscape plans verifying that the Landscape Documentation Package, including landscape, irrigation, and grading designs have been prepared in accordance with the provisions of this chapter and the Water Efficient Landscape Guidelines and containing the following:
    - a. The statement: "I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan"; and
    - b. The professional stamp, contact information, and signature of the California-licensed landscape architect who prepared the landscape plan.
- B. Final Approval after Installation. Upon installation and prior to final inspection and approval, the Applicant shall submit a Certificate of Completion (Appendix D of the Water Efficient Landscape Guidelines) to the Planning Department that includes:
1. Project information sheet containing:
    - a. Date;
    - b. Project name;
    - c. Applicant name, telephone, and mailing address;
    - d. Project address and location; and
    - e. Property owner name, telephone, and mailing address.
  2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
  3. Irrigation scheduling parameters used to set the controller.
  4. Landscape and irrigation maintenance schedule.
  5. Irrigation audit report conducted by a third party certified landscape irrigation auditor.
  6. Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations.
  7. Documentation showing that copies of the approved Certificate of Completion have been submitted to the local water purveyor and property owner or his or her designee.

# **EXHIBIT B**

## **WATER EFFICIENT LANDSCAPE GUIDELINES**





# **CITY OF INDUSTRY**

15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

# **Water Efficient Landscape Guidelines**

**Implementing Municipal Code  
Chapter 13.18  
Water Efficient Landscape Ordinance**

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# 1. PURPOSE AND APPLICABILITY

## 1.1 Purpose

- A. The primary purpose of these Guidelines is to provide procedural and design guidance for applicants proposing new landscape or landscape rehabilitation projects that are subject to Chapter 13.18 of the City of Industry Municipal Code. This document is also intended for use and reference by City staff in reviewing and approving designs and verifying compliance with Chapter 13.18.
- B. Other regulations affecting landscape design and maintenance practices are potentially applicable and should be consulted for additional requirements. These regulations include but may not be limited to:
  - 1. Governor's Executive Order No. B-29-15;
  - 2. National Pollutant Discharge Elimination Permit(s) for the Municipal Separate Storm Sewer System;
  - 3. Los Angeles County Fire Code Regulations for fuel modification in landscapes;
  - 4. Water Conservation, Water Supply Shortage and Drought Response Regulations of any other Local Water Purveyor that provides water to the City;
  - 5. State and local regulations governing the use of Recycled Water;
  - 6. Industry Municipal Code (including Building and Zoning Code);
  - 7. Specific Plans, Master Plans, General Plan, or similar land use and planning documents; and
  - 8. Conditions of approval for a specific project.

## 1.2 Applicability

- A. This ordinance shall apply to all of the following landscape projects:
  - 1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
  - 2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
  - 3. Existing landscapes limited to Section 3.1; and
  - 4. Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections

2.1.B.2, 2.2.A.4, and 2.2.A.5; and existing cemeteries are limited to Section 3.1.

- B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix E of the Water Efficient Landscape Guidelines.
- C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to the prescriptive measures contained in Section B.5 of Appendix E of the Water Efficient Landscape Guidelines.
- D. Exemptions. This ordinance does not apply to:
  - 1. Registered local, state or federal historical sites;
  - 2. Ecological restoration projects that do not require a permanent irrigation system;
  - 3. Mined-land reclamation projects that do not require a permanent irrigation system; or
  - 4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

## **2. SUBMITTAL REQUIREMENTS**

### **2.1 Landscape Documentation Package**

- A. A Certification of Landscape Design in accordance with Exhibit A of these Guidelines that includes a landscape professional's professional stamp, licensed in California, signature, contact information (including email and telephone number), license number, and date, certifying the statement, "I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan" and must bear the signature of the landscape professional as required by law.
- B. A Landscape Documentation Package is required to be submitted by the Applicant for review and approval prior to the issuance of ministerial permits and prior to the start of construction. Unless otherwise directed by the City, the Landscape Documentation Package must include the following elements on fully

dimensioned and labeled plan sheets and supplemental pages as directed by the City:

1. Project information including all of the following;
  - a. Date
  - b. Applicant
  - c. Project address (if available, parcel and/or lot number(s))
  - d. Total landscape area (square feet)
  - e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
  - f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
  - g. Checklist of all documents in Landscape Documentation Package
  - h. Project contacts to include contact information for the Applicant and property owner.
  - i. Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".
2. Water Efficient Landscape Worksheet (Appendix C) including the following:
  - a. A completed Water Efficient Landscape Worksheet found in Appendix C containing information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance (MAWA) is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.
  - b. In calculating the MAWA and ETWU, an Applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix B.
  - c. Water budget calculations shall adhere to the following requirements:
    - i. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations

as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

- ii. (All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
  - iii. All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix C.
  - iv. ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.
3. Soil management report completed by the Applicant, or his/her designee, as follows:
- a. Submit soil samples to a laboratory for analysis and recommendations.
  - b. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
  - c. The soil analysis shall include:
    - i. Soil texture;
    - ii. Infiltration rate determined by laboratory test or soil texture infiltration rate table;
    - iii. pH;
    - iv. Total soluble salts;
    - v. Sodium;
    - vi. Percent organic matter; and
    - vii. Recommendations.
  - d. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.
  - e. The Applicant, or his/her designee, shall comply with one of the following:
    - i. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the Landscape Documentation Package; or

- ii. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the Certificate of Completion.
  - f. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
  - g. The Applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the city with Certificate of Completion.
- 4. Landscape Design Plan that contains the following:
  - a. The Landscape Design Plan, at a minimum, shall:
    - i. Delineate and label each hydrozone by number, letter, or other method;
    - ii. Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
    - iii. Identify recreational areas;
    - iv. Identify areas permanently and solely dedicated to edible plants;
    - v. Identify areas irrigated with recycled water;
    - vi. Identify type of mulch and application depth;
    - vii. Identify soil amendments, type, and quantity;
    - viii. Identify type and surface area of water features;
    - ix. Identify hardscapes (pervious and non-pervious);
    - x. Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Applicants shall refer to the city or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 2.6.
    - xi. Identify any applicable rain harvesting or catchment technologies as discussed in Section 2.6 and their 24-hour retention or infiltration capacity;
    - xii. Identify any applicable graywater discharge piping, system components and area(s) of distribution;

- xiii. Contain the following statement: “I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan”; and
  - xiv. Bear the professional stamp, contact information, and signature of the California-licensed landscape architect who prepared the landscape plan. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)
- b. Plant Material. Any plant may be selected for the landscape, providing the ETWU in the landscape area does not exceed the MAWA. Methods to achieve water efficiency shall include one or more of the following:
    - i. Protection and preservation of native species and natural vegetation;
    - ii. Selection of water-conserving plant, tree and turf species, especially local native plants;
    - iii. Selection of plants based on local climate suitability, disease and pest resistance;
    - iv. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
    - v. Selection of plants from local and regional landscape program plant lists.
    - vi. Selection of plants from local Fuel Modification Plan Guidelines.
  - c. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 2.1.B.5.b.iv.
  - d. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:
    - i. Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;



- ii. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth; and
  - iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- e. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
  - f. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
  - g. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.
  - h. The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
  - i. The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
  - j. Water Features
    - i. Recirculating water systems shall be used for water features.
    - ii. Where available, recycled water shall be used as a source for decorative water features.
    - iii. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
    - iv. Pool and spa covers are highly recommended.
  - k. Soil Preparation, Mulch and Amendments
    - i. Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.
    - ii. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 2.1.B.3).

- iii. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.
  - iv. A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
  - v. Stabilizing mulching products shall be used on slopes that meet current engineering standards.
  - vi. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
  - vii. Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.
5. Irrigation design plan, which only applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
- a. System
    - i. Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either: 1) A customer service meter dedicated to landscape use provided by the local water purveyor; or 2) A privately owned meter or submeter.

- ii. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.
- iii. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
  - a) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
  - b) Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- iv. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- v. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- vi. Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. An Applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- vii. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.
- viii. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
- ix. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation

water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

- x. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- xi. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- xii. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 2.1.B.2 regarding the MAWA.
- xiii. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- xiv. It is highly recommended that the Applicant or city inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- xv. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- xvi. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- xvii. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- xviii. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- xix. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.
- xx. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

- xxi. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
    - a) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
    - b) The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
    - c) The irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 2.1.B.5.a.ix. Prevention of overspray and runoff must be confirmed during the irrigation audit.
  - xxii. Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.
- b. Hydrozone
- i. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
  - ii. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
  - iii. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
  - iv. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
    - a) Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
    - b) The plant factor of the higher water using plant is used for calculations.

- v. Individual hydrozones that mix high and low water use plants shall not be permitted.
  - vi. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix C Section A). This table can also assist with the irrigation audit and programming the controller.
- c. The irrigation design plan, at a minimum, shall contain:
- i. Location and size of separate water meters for landscape;
  - ii. Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
  - iii. Static water pressure at the point of connection to the public water supply;
  - iv. Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
  - v. Recycled water irrigation systems as specified in Section 2.4;
  - vi. The following statement: “I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them accordingly for the efficient use of water in the irrigation design plan”; and
  - vii. The signature of a California-licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)
6. Grading design plan. A comprehensive grading plan prepared by a civil engineer for other city permits satisfies this requirement.
- a. The Applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
    - i. Height of graded slopes;

- ii. Drainage patterns;
  - iii. Pad elevations;
  - iv. Finish grade; and
  - v. Stormwater retention improvements, if applicable.
- b. To prevent excessive erosion and runoff, it is highly recommended that Applicants:
- i. Grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
  - ii. Avoid disruption of natural drainage patterns and undisturbed soil; and
  - iii. Avoid soil compaction in landscape areas.
- c. The grading design plan shall contain the following statement: “I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a California-licensed professional as authorized by law.

## **2.2 Certificate of Completion**

- A. Upon installation and prior to final inspection and approval (issuance of a Letter #2), the Applicant shall submit a Certificate of Completion (Appendix D) to the Planning Department that includes:
1. Project information sheet containing:
    - a. Date;
    - b. Project name;
    - c. Applicant name, telephone, and mailing address;
    - d. Project address and location; and
    - e. Property owner name, telephone, and mailing address.
  2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
    - a. Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

- b. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.
3. Irrigation scheduling parameters used to set the controller meeting the following criteria:
  - a. Irrigation scheduling shall be regulated by automatic irrigation controllers.
  - b. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
  - c. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the ETWU. Total annual applied water shall be less than or equal to MAWA. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
  - d. Parameters used to set the automatic controller shall be developed and submitted for each of the following:
    - i. the plant establishment period;
    - ii. The established landscape; and
    - iii. Temporarily irrigated areas.
  - e. Each irrigation schedule shall consider for each station all of the following that apply:
    - i. Irrigation interval (days between irrigation);
    - ii. Irrigation run times (hours or minutes per irrigation event to avoid runoff);
    - iii. Number of cycle starts required for each irrigation event to avoid runoff;
    - iv. Amount of applied water scheduled to be applied on a monthly basis;
    - v. Application rate setting;
    - vi. Root depth setting;
    - vii. Plant type setting;
    - viii. Soil type;
    - ix. Slope factor setting;



- x. Shade factor setting; and
  - xi. Irrigation uniformity or efficiency setting.
4. Landscape and irrigation maintenance schedule that includes, but is not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
    - a. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.
    - b. An Applicant is encouraged to implement established landscape industry sustainable Best Practices for overall all landscape maintenance activities.
  5. Irrigation audit report conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
    - a. In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.
    - b. The irrigation audit report that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
  6. Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 2.1.B.3).
  7. Documentation showing that copies of the Certificate of Completion have been submitted to the local water purveyor and property owner or his or her designee.

### **2.3 Irrigation Efficiency**

- A. For the purpose of determining ETWU, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

## **2.4 Recycled Water**

- A. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.
- B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
- C. Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

## **2.5 Graywater Systems**

- A. Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to Section 1.2.C for the applicability of this ordinance to landscape areas less than 2,500 square feet with the ETWU met entirely by graywater.

## **2.6 Stormwater Management and Rainwater Retention**

- A. Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.
- B. Applicants shall refer to the city or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.
- C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to Section 2.1.B.4.k.
- D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.
- E. It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

## **2.7 Effective Precipitation**

A. The city may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate MAWA:

1.  $MAWA = (ET_o - E_{ppt}) (0.62) [(0.70.55 \times LA) + (0.30.45 \times SLA)]$  for residential areas.
2.  $MAWA = (ET_o - EPPT) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$  for non-residential areas.

## **3. EXISTING LANDSCAPES**

### **3.1 Provisions for Existing Landscapes**

A. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis. This section shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size.

1. For existing landscapes that have a water meter, the city shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the MAWA for existing landscapes. The MAWA for existing landscapes shall be calculated as:  $MAWA = (0.8) (ET_o)(LA)(0.62)$ .

2. For existing landscapes that do not have a meter, the city shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
  3. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.
- B. Water Waste Prevention. The property owner, business owner, and City and shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.
1. Restrictions regarding overspray and runoff may be modified if:
    - a. The landscape area is adjacent to permeable surfacing and no runoff occurs; or
    - b. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

# **Appendix A**

## **Certificate of Landscape Design**

**CERTIFICATE OF LANDSCAPE DESIGN**

I hereby certify that:

(1) I am a professional licensed in the State of California to provide professional landscape design services.

(2) I prepared the landscape design and water use calculations for the property located at

\_\_\_\_\_  
(provide street address or parcel number(s)) were prepared by me or under my supervision.)

(3) In regards to the landscape design and water use calculations I prepared for the identified property, I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan, irrigation plan, and grading design plan (if applicable).

(4) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of Industry Water Efficient Landscape Guidelines.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail Address

Landscape Design Professional's Stamp

# Appendix B

## Reference Evapotranspiration (ETo) Table

County and City	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual ETo
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5

Source: Model Water Efficient Landscape Ordinance: 2015 Revision

## **Appendix C**

### **Sample Water Efficient Landscape Worksheet**



## WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

### Reference Evapotranspiration (ETo)

Hydrozone # /Planting Description <sup>a</sup>	Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) <sup>e</sup>
<b>Regular Landscape Areas</b>							
				Totals	(A)	(B)	
<b>Special Landscape Areas</b>							
				1			
				1			
				1			
				Totals	(C)	(D)	
						<b>ETWU Total</b>	
						<b>Maximum Allowed Water Allowance (MAWA)<sup>e</sup></b>	

<sup>a</sup>**Hydrozone #/Planting Description**

- E.g  
 1.) front lawn  
 2.) low water use plantings  
 3.) medium water use planting

<sup>b</sup>**Irrigation Method**

- overhead spray  
 or drip

<sup>c</sup>**Irrigation Efficiency**

- 0.75 for spray head  
 0.81 for drip

<sup>d</sup>**ETWU (Annual Gallons Required) =**

$Eto \times 0.62 \times ETAF \times Area$   
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

<sup>e</sup>**MAWA (Annual Gallons Allowed) =  $(Eto) ( 0.62) [ (ETAF \times LA) + ((1-ETAF) \times SLA)]$**

where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

### ETAF Calculations

#### Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
<b>Average ETAF</b>	<b>B ÷ A</b>

**Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.**

#### All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
<b>Sitewide ETAF</b>	<b>(B+D) ÷ (A+C)</b>

## **Appendix D**

### **Sample Certificate of Completion**

## CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

### PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

#### Project Address and Location:

Street Address	Parcel, tract or lot number, if available.	
City	Latitude/Longitude (optional)	
State		

#### Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

#### Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

---

Property Owner Signature Date

#### Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency \_\_\_\_\_
2. Date the Landscape Documentation Package was approved by the local agency \_\_\_\_\_
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor \_\_\_\_\_

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

\*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package

Attach documentation verifying implementation of recommendations from soil analysis report

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# Appendix E

## Prescriptive Compliance Option

- A. This Appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.
- B. Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:
  1. Submit a Landscape Documentation Package which includes the following elements:
    - a. Date
    - b. Applicant
    - c. Project address (if available, parcel and/or lot number(s))
    - d. Total landscape area (square feet), including a breakdown of turf and plant material
    - e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
    - f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
    - g. Contact information for the Applicant and property owner
    - h. Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".
  2. Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);
  3. Plant material shall comply with all of the following;
    - a. For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
    - b. A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
  4. Turf shall comply with all of the following:

- a. Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;
  - b. Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;
  - c. Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.
5. Irrigation systems shall comply with the following:
- a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.
  - b. Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.
  - c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
  - d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
  - e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
  - f. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
6. For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.
- C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

# Appendix F

## Definitions

The terms used in these Water Efficient Landscape Guidelines have the meanings set forth below:

“Applicant” means the person submitting a landscape documentation package. Applicants can be the property owner or the owner’s designee.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of Completion” means the document required under Section 2.2.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

“Estimated Total Water Use” (ETWU) means the total water used for the landscape as described in Section 2.1.B.2.

“ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.



“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “WaterSense” labeled auditing program.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

“Irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

“Irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

“Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the MAWA calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other

non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means the documents required under Section 2.1.B.1.

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 1.2.

“Landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 2.1.B.2. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The ETWU shall not exceed the MAWA. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.  $MAWA = (ETo) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area.

“Parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

“Permit” means an authorizing document issued by the city for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Planning Approval Letter (Letter #1)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue building and grading permits.

“Planning Final Letter (Letter #2)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue a Certificate of Occupancy (final building permit approval).

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape

Species". Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

"Project applicant" means the individual or entity submitting a Landscape Documentation Package required under Section 2.1.B, to request a permit, plan check, or design review from the city. A project applicant may be the property owner or his or her designee.

"Rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.

"Record drawing" or "as-builts" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

"Recreational area" means areas, excluding private single family residential areas, designated for active play, recreation or public assembly such in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

"Recycled water," "reclaimed water," or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

"Reference evapotranspiration" or "ET<sub>o</sub>" means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is expressed in inches per day, month, or year as represented in Appendix B, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

"Regional Water Efficient Landscape Ordinance" means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

"Rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 1.2, and the modified landscape area is equal to or greater than 2,500 square feet.

"Residential landscape" means landscapes surrounding single or multifamily homes.

"Run off" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” or “spray head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conserving plant species” means a plant species identified as having a very low or low plant factor.

“Water Efficient Landscape Guidelines” or “Guidelines” refers to the Water Efficient Landscape Guidelines, as approved by and available at the City, which describes procedures, calculations, and requirements for landscape projects subject to the Guidelines.

“Water Efficient Landscape Ordinance” means Chapter 13.18 of the Industry Municipal Code.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

# **Attachment 3**

## **Public Hearing Notice**

## NOTICE OF PUBLIC HEARING

### Zone Amendment No. 15-3

On December 30, 2015, notice has been given that the City Council of the City of Industry will hold a public hearing to consider Zone Amendment 15-3. Zone Amendment 15-3 is a request to amend Chapters 13.18 and 17.36 of the Municipal Code and the Water Efficient Landscape Guidelines to ensure that the City's landscape and irrigation provisions are consistent with new State water efficient landscape requirements.

A copy of all relevant material are on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744.

The time, date and place of the City Council hearing shall be as follows:

Time:	9:00 a.m.
Date:	January 14, 2016
Place:	City Council Chamber 15651 East Stafford Street City of Industry, CA 91744

Any person wishing to be heard regarding this matter may appear at the above time, date and place. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at 15625 Stafford Street, Suite 100, City of Industry, CA 91744.

If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council of the City of Industry at, or prior to, the public hearing.

On December 10, 2015, the Planning Commission of the City of Industry held a duly noticed public hearing and adopted Resolution number PC 2015-23 recommending that the City Council approve Zone Amendment 15-3.

  
\_\_\_\_\_  
Cecelia Dunlap  
Deputy City Clerk of the City of Industry



# **Attachment 4**

## **City Council Ordinance No. 793**

## ORDINANCE NO. 793

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY REPEALING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPES) OF TITLE 13 (WATER AND SEWERS) OF THE CITY OF INDUSTRY MUNICIPAL CODE AND ADDING A REVISED CHAPTER 13.18; AMENDING SECTION 17.36.080 A.3 (STANDARD CONDITIONS OF APPROVAL) OF CHAPTER 17.36 (DESIGN REVIEW) OF TITLE 17 (ZONING) AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME**

### RECITALS

**WHEREAS**, in 2010 the City Council adopted Chapter 13.18 of the City's Municipal Code ("Code"), concerning Water Efficient Landscape Requirements, in compliance with AB 1881, the Water Conservation in Landscaping Act (Government Code Section 65591 *et seq.*), related to water use, waste, conservation and efficiency; and

**WHEREAS**, pursuant to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15), the California Water Commission approved an update to the state's Model Water Efficient Landscape Ordinance; and

**WHEREAS**, the state requires the City to adopt the model ordinance or an ordinance that is at least as effective in conserving water; and

**WHEREAS**, the City desires to repeal Chapter 13.18, and amend Section 17.36.080 of the City's Code, and replace them with a revised Chapter 13.18 and Section 17.36.080, to ensure that existing City landscape provisions are consistent with the new State water efficient landscape requirements; and

**WHEREAS**, the proposed amendments are exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts; and

**WHEREAS**, the proposed amendments to Chapter 13.18 and Chapter 17.36 of the Code were considered by the Planning Commission of the City of Industry after a duly noticed public hearing on December 10, 2015, and the Planning Commission recommended adoption of Zone Amendment 15-3; and

**WHEREAS**, notice of the City Council's January 14, 2016 public hearing on Zone Amendment 15-3 was published in *The San Gabriel Valley Tribune* on December 30, 2015, in compliance with the City's Municipal Code and Government Code Section 65091, and was posted at three public places on December 30, 2015; and

**WHEREAS**, on January 14, 2016, the City Council of the City of Industry conducted a duly noticed public hearing to consider Zone Amendment 15-3, and considered all testimony written and oral; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY ORDAINS AS FOLLOWS:**

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

**SECTION 2.** All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

**SECTION 3.** Based upon substantial evidence presented to the City Council during the January 14, 2016 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Notice of Exemption, and the City's Code, the City Council finds as follows:

A. The California Department of Water Resources has updated the Model Water Efficient Landscape Ordinance ("State Model Ordinance") pursuant to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) and the City is required to adopt the State Model Ordinance or its own water efficient landscape ordinance that is "at least as effective in conserving water as" the State Model Ordinance; and

B. The proposed amendment to Chapter 13.18 of the Code is consistent with and at least as effective in conserving water as the State Model Ordinance; and

C. The City Council also desires to amend Chapter 17.36 of the Industry Municipal Code to ensure that existing City landscape provisions are consistent with the new State water efficient landscape requirements; and

D. The proposed amendments to Chapter 13.18 and Section 17.36.080 are consistent with the Resource Management and Land Use Elements of the City's General Plan. Specifically, policy RM1-3 states, "Encourage the conservation of water resources through the use of drought-tolerant plants and water-saving irrigation

systems.” Likewise, policy LU2-6 states, “Support the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction projects.”

E. Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for Zone Amendment No. 15-3, the City Council hereby finds and determines that Zone Amendment No. 15-3 will not result in or have a significant impact on the environment, because the proposed amendments will result in the enhancement and protection of water resources in the City and will not result in cumulative adverse environment impacts. Therefore, the proposed amendments are categorically exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

#### **SECTION 4. Amendment to the City of Industry Municipal Code**

Chapter 13.18 (Water Efficient Landscapes) of Title 13 (Water and Sewers) of the City of Industry Municipal Code is hereby repealed in its entirety.

#### **SECTION 5. Amendment to the City of Industry Municipal Code**

A new Chapter 13.18 (Water Efficient Landscapes) of Title 13 (Water and Sewers) of the City of Industry Municipal Code, is hereby adopted, as set forth in Attachment 1, which is attached hereto and incorporated herein by reference.

#### **SECTION 6. Amendment to the City of Industry Municipal Code**

Section 17.36.080 A.3. of the City of Industry Municipal Code, is hereby amended to read in its entirety as follows:

##### **“17.36.080 Standard conditions of approval**

A.3. The applicant must provide landscaping and automatic irrigation plans to be approved by the planning director prior to the issuance of a building permit. Where applicable, landscaping must be designed to comply with the city’s Water Efficient Landscape regulations, Chapter 13.18, and with the city’s Water Efficient Landscape Guidelines. A current California licensed landscape architect must prepare and sign all landscape and irrigation plans required as part of this condition. Such plans must be in substantial conformity with the development plans approved pursuant to this chapter.”

**SECTION 7. Clerical Errors**

The City Council directs the City Clerk to correct any clerical errors found in Chapter 13.18 (Water Efficient Landscapes), and Section 17.36.080 A.3., including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

**SECTION 8.** This Ordinance will take effect and be in full force and operation 30 days after adoption (February 29, 2016).

**SECTION 9.** If any section, subsection, subdivision, sentence, clause, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 10:** The city clerk is directed to certify to the adoption of this Ordinance and cause the same to be published in accordance with law.

**(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)**

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on January 28, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Cecelia Dunlap, Deputy City Clerk

**APPROVED AS TO FORM:**

---

James M. Casso, City Attorney

**ATTACHMENT 1**

**AMENDMENT TO MUNICIPAL CODE  
CHAPTER 13.18  
WATER EFFICIENT LANDSCAPES**

## CHAPTER 13.18

### WATER EFFICIENT LANDSCAPES

- 13.18.010. Purpose.**
- 13.18.020. Definitions.**
- 13.18.030. Applicability.**
- 13.18.040. Exemptions.**
- 13.18.050. Water Efficient Landscape Guidelines.**
- 13.18.060. Procedures.**

#### **13.18.010. Purpose.**

The purpose of this chapter is to establish water efficient landscape regulations that are “at least as effective in conserving water as” the State Model Water Efficient Landscape Ordinance (Government Code Section 65591 et seq.) in the context of conditions in the city in order to ensure that landscapes are planned, designed, installed, maintained, and managed in a manner that uses water efficiently, encourages water conservation, and prevents water waste.

#### **13.18.020. Definitions.**

For the purposes of this chapter and the Water Efficient Landscape Guidelines that implement this chapter, the following terms are defined:

“Applicant” means the person submitting a landscape documentation package. Applicants can be the property owner or the owner’s designee.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of Completion” means the document required under Section 2.2 of the Water Efficient Landscape Guidelines.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization



or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

"Check valve" or "anti-drain valve" means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

"Common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

"Compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

"Conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.

"Distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.

"Drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

"Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

"Effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation which becomes available for plant growth.

"Emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

"Established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

"Establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

"Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 2.1.B.2 of the Water Efficient Landscape Guidelines.

"ET adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “WaterSense” labeled auditing program.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from

measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

“Irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

“Irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

“Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means the documents required under Section 13.18.060.

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 13.18.030.

“Landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 2.1.B.2 of the Water Efficient Landscape Guidelines. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.  $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area.

“Parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

“Permit” means an authorizing document issued by the city for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Planning Approval Letter (Letter #1)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue building and grading permits.

“Planning Final Letter (Letter #2)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue a Certificate of Occupancy (final building permit approval).

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 13.18.060, to request a permit, plan check, or design review from the city. A project applicant may be the property owner or his or her designee.

“Rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

“Record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly such in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

“Recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix B of the Water Efficient Landscape Guidelines, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

“Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a

consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 13.18.030, and the modified landscape area is equal to or greater than 2,500 square feet.

“Residential landscape” means landscapes surrounding single or multifamily homes.

“Run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” or “spray head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conserving plant species” means a plant species identified as having a very low or low plant factor.

“Water Efficient Landscape Guidelines” or “Guidelines” refers to the Water Efficient Landscape Guidelines, as approved by and available at the City, which describes procedures, calculations, and requirements for landscape projects subject to the Guidelines.

“Water Efficient Landscape Ordinance” means Chapter 13.18 of the Industry Municipal Code.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

### **13.18.030. Applicability.**

A. This ordinance shall apply to all of the following landscape projects:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
3. Existing landscapes limited to Section 3.1 of the Water Efficient Landscape Guidelines; and
4. Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 2.1.B.2, 2.2.A.4, and 2.2.A.5 of the Water Efficient Landscape Guidelines; and existing cemeteries are limited to Section 3.1 of the Water Efficient Landscape Guidelines.

B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix E of the Water Efficient Landscape Guidelines.

C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel’s landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Section B.5 of Appendix E of the Water Efficient Landscape Guidelines.

**13.18.040. Exemptions.**

A. This ordinance does not apply to:

1. Registered local, state or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system; or
4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

**13.18.050. Water Efficient Landscape Guidelines.**

A. Water Efficient Landscape Guidelines. The Water Efficient Landscape Guidelines as adopted by resolution of the city council, as they may be amended from time to time, is hereby incorporated into this chapter by reference.

**13.18.060. Procedures.**

A. Landscape Design and Review. Prior to installation and construction, the Applicant shall submit a complete Landscape Documentation Package that complies with the provisions of this chapter and the Water Efficient Landscape Guidelines to the Planning Department for approval. The Landscape Documentation Package shall include the following elements, as detailed in the Water Efficient Landscape Guidelines:

1. Project information including all of the following;
  - a. Date
  - b. Applicant
  - c. Project address (if available, parcel and/or lot number(s))
  - d. Total landscape area (square feet)
  - e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
  - f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
  - g. Checklist of all documents in Landscape Documentation Package
  - h. Project contacts to include contact information for the Applicant and property owner.
  - i. Applicant signature and date with statement, "I agree to comply with the requirements of the Water Efficient Landscape Guidelines and submit a complete Landscape Documentation Package".
2. Water Efficient Landscape Worksheet including calculations for the Maximum Applied Water Allowance (WAWA) and Estimated Total Water Use (ETWU) in



compliance with this chapter and as contained in Appendix C of the Water Efficient Landscape Guidelines;

3. Soil management report;
  4. Landscape design plan;
  5. Irrigation design plan;
  6. Grading design plan; and
  7. A Certificate of Landscape Design (Appendix A of the Water Efficient Landscape Guidelines) on the landscape plans verifying that the Landscape Documentation Package, including landscape, irrigation, and grading designs have been prepared in accordance with the provisions of this chapter and the Water Efficient Landscape Guidelines and containing the following:
    - a. The statement: "I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan"; and
    - b. The professional stamp, contact information, and signature of the California-licensed landscape architect who prepared the landscape plan.
- B. Final Approval after Installation. Upon installation and prior to final inspection and approval, the Applicant shall submit a Certificate of Completion (Appendix D of the Water Efficient Landscape Guidelines) to the Planning Department that includes:
1. Project information sheet containing:
    - a. Date;
    - b. Project name;
    - c. Applicant name, telephone, and mailing address;
    - d. Project address and location; and
    - e. Property owner name, telephone, and mailing address.
  2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
  3. Irrigation scheduling parameters used to set the controller.
  4. Landscape and irrigation maintenance schedule.
  5. Irrigation audit report conducted by a third party certified landscape irrigation auditor.
  6. Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations.
  7. Documentation showing that copies of the approved Certificate of Completion have been submitted to the local water purveyor and property owner or his or her designee.

# **Attachment 5**

**City Council Resolution No. CC  
2016-01**

**RESOLUTION NO. CC 2016-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO.  
2299, AND ADOPTING UPDATED WATER EFFICIENT  
LANDSCAPE GUIDELINES AND NOTICE OF EXEMPTION  
REGARDING SAME**

**RECITALS**

**WHEREAS**, in 2010 the City of Industry adopted Ordinance 758 and Resolution 2299, amending the Industry Municipal Code (“Code”) to adopt the Water Efficient Landscape Requirements and adopting Water Efficient Landscape Guidelines in compliance with AB 1881, the Water Conservation in Landscaping Act (Government Code section 65591 and following), related to water use, waste, conservation and efficiency; and

**WHEREAS**, pursuant to Governor Brown’s Drought Executive Order of April 1, 2015 (EO B-29-15), the California Water Commission approved an updated Model Water Efficient Landscape Ordinance; and

**WHEREAS**, the state requires the City to adopt the model ordinance or an ordinance that is at least as effective in conserving water; and

**WHEREAS**, given the changes in the model ordinance, it is necessary for the City to amend its Water Efficient Landscape Guidelines to ensure consistency with State law;

**WHEREAS**, the proposed Water Efficient Landscape Guidelines are exempt from review under the California Environmental Quality Act (“CEQA”) (California Public Resources Code Section 21000 et seq.), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The proposed Water Efficient Landscape Guidelines will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY  
RESOLVES AS FOLLOWS:**

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

**SECTION 2.** All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Industry.

**SECTION 3.** Based upon substantial evidence presented to the City Council during the January 14, 2016 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the Notice of Exemption, and the City's Code, the City Council finds as follows:

A. The California Department of Water Resources has updated the Model Water Efficient Landscape Ordinance ("State Model Ordinance") pursuant to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) and the City is required to adopt the State Model Ordinance or its own water efficient landscape ordinance that is "at least as effective in conserving water as" the State Model Ordinance; and

B. The proposed Water Efficient Landscape Guidelines implement Chapter 13.18 of the Code and State law; and

C. The proposed Water Efficient Landscape Guidelines are consistent with the Resource Management and Land Use Elements of the City's General Plan. Specifically, policy RM1-3 states, "[e]ncourage the conservation of water resources through the use of drought-tolerant plants and water-saving irrigation systems." Likewise, policy LU2-6 states, "[s]upport the use of energy-saving designs and equipment in all new development and rehabilitation or reconstruction projects."

D. Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for the adoption of the Guidelines, the City Council hereby finds and determines that the proposed Water Efficient Landscape Guidelines will not result in or have a significant impact on the environment, because the Guidelines will result in the enhancement and protection of water resources in the City and will not result in cumulative adverse environment impacts. Therefore, the proposed Guidelines are categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.), pursuant to Section 15307 of the State CEQA Guidelines (Actions by Regulatory Agencies for Protection of Natural Resources) which exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

**SECTION 4. Resolution No. 2299**

Resolution No. 2299 is hereby repealed in its entirety.

**SECTION 5. Water Efficient Landscape Guidelines**

The City Council hereby adopts the Water Efficient Landscape Guidelines, as set forth in Attachment 1, which is attached hereto and incorporated herein by reference.

**SECTION 6. Clerical Errors**

The City Council directs the City Clerk to correct any clerical errors found in Water Efficient Landscape Guidelines, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

**SECTION 7.** This Resolution will take effect on the effective date of Ordinance No. 793 (February 29, 2016).

**SECTION 8.** 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 9.** 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 January 14, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Mark D. Radecki, Mayor

**ATTEST:**

---

Cecelia Dunlap, Deputy City Clerk

# **ATTACHMENT 1**

## **WATER EFFICIENT LANDSCAPE GUIDELINES**



# **CITY OF INDUSTRY**

15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

# **Water Efficient Landscape Guidelines**

**Implementing Municipal Code  
Chapter 13.18  
Water Efficient Landscape Ordinance**



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# 1. PURPOSE AND APPLICABILITY

## 1.1 Purpose

- A. The primary purpose of these Guidelines is to provide procedural and design guidance for applicants proposing new landscape or landscape rehabilitation projects that are subject to Chapter 13.18 of the City of Industry Municipal Code. This document is also intended for use and reference by City staff in reviewing and approving designs and verifying compliance with Chapter 13.18.
- B. Other regulations affecting landscape design and maintenance practices are potentially applicable and should be consulted for additional requirements. These regulations include but may not be limited to:
  - 1. Governor's Executive Order No. B-29-15;
  - 2. National Pollutant Discharge Elimination Permit(s) for the Municipal Separate Storm Sewer System;
  - 3. Los Angeles County Fire Code Regulations for fuel modification in landscapes;
  - 4. Water Conservation, Water Supply Shortage and Drought Response Regulations of any other Local Water Purveyor that provides water to the City;
  - 5. State and local regulations governing the use of Recycled Water;
  - 6. Industry Municipal Code (including Building and Zoning Code);
  - 7. Specific Plans, Master Plans, General Plan, or similar land use and planning documents; and
  - 8. Conditions of approval for a specific project.

## 1.2 Applicability

- A. This ordinance shall apply to all of the following landscape projects:
  - 1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
  - 2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
  - 3. Existing landscapes limited to Section 3.1; and
  - 4. Cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections

2.1.B.2, 2.2.A.4, and 2.2.A.5; and existing cemeteries are limited to Section 3.1.

- B. Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix E of the Water Efficient Landscape Guidelines.
- C. For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to the prescriptive measures contained in Section B.5 of Appendix E of the Water Efficient Landscape Guidelines.
- D. Exemptions. This ordinance does not apply to:
  - 1. Registered local, state or federal historical sites;
  - 2. Ecological restoration projects that do not require a permanent irrigation system;
  - 3. Mined-land reclamation projects that do not require a permanent irrigation system; or
  - 4. Existing plant collections, as part of botanical gardens and arboretums open to the public.

## **2. SUBMITTAL REQUIREMENTS**

### **2.1 Landscape Documentation Package**

- A. A Certification of Landscape Design in accordance with Exhibit A of these Guidelines that includes a landscape professional's professional stamp, licensed in California, signature, contact information (including email and telephone number), license number, and date, certifying the statement, "I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan" and must bear the signature of the landscape professional as required by law.
- B. A Landscape Documentation Package is required to be submitted by the Applicant for review and approval prior to the issuance of ministerial permits and prior to the start of construction. Unless otherwise directed by the City, the Landscape Documentation Package must include the following elements on fully

dimensioned and labeled plan sheets and supplemental pages as directed by the City:

1. Project information including all of the following;
  - a. Date
  - b. Applicant
  - c. Project address (if available, parcel and/or lot number(s))
  - d. Total landscape area (square feet)
  - e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
  - f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
  - g. Checklist of all documents in Landscape Documentation Package
  - h. Project contacts to include contact information for the Applicant and property owner.
  - i. Applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".
2. Water Efficient Landscape Worksheet (Appendix C) including the following:
  - a. A completed Water Efficient Landscape Worksheet found in Appendix C containing information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance (MAWA) is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.
  - b. In calculating the MAWA and ETWU, an Applicant shall use the ETo values from the Reference Evapotranspiration Table in Appendix B.
  - c. Water budget calculations shall adhere to the following requirements:
    - i. The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations

as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

- ii. (All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.
  - iii. All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix C.
  - iv. ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.
3. Soil management report completed by the Applicant, or his/her designee, as follows:
- a. Submit soil samples to a laboratory for analysis and recommendations.
  - b. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
  - c. The soil analysis shall include:
    - i. Soil texture;
    - ii. Infiltration rate determined by laboratory test or soil texture infiltration rate table;
    - iii. pH;
    - iv. Total soluble salts;
    - v. Sodium;
    - vi. Percent organic matter; and
    - vii. Recommendations.
  - d. In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.
  - e. The Applicant, or his/her designee, shall comply with one of the following:
    - i. If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the Landscape Documentation Package; or

- ii. If significant mass grading is planned, the soil analysis report shall be submitted to the city as part of the Certificate of Completion.
  - f. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.
  - g. The Applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the city with Certificate of Completion.
- 4. Landscape Design Plan that contains the following:
  - a. The Landscape Design Plan, at a minimum, shall:
    - i. Delineate and label each hydrozone by number, letter, or other method;
    - ii. Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;
    - iii. Identify recreational areas;
    - iv. Identify areas permanently and solely dedicated to edible plants;
    - v. Identify areas irrigated with recycled water;
    - vi. Identify type of mulch and application depth;
    - vii. Identify soil amendments, type, and quantity;
    - viii. Identify type and surface area of water features;
    - ix. Identify hardscapes (pervious and non-pervious);
    - x. Identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Applicants shall refer to the city or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 2.6.
    - xi. Identify any applicable rain harvesting or catchment technologies as discussed in Section 2.6 and their 24-hour retention or infiltration capacity;
    - xii. Identify any applicable graywater discharge piping, system components and area(s) of distribution;

- xiii. Contain the following statement: “I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan”; and
  - xiv. Bear the professional stamp, contact information, and signature of the California-licensed landscape architect who prepared the landscape plan. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)
- b. Plant Material. Any plant may be selected for the landscape, providing the ETWU in the landscape area does not exceed the MAWA. Methods to achieve water efficiency shall include one or more of the following:
    - i. Protection and preservation of native species and natural vegetation;
    - ii. Selection of water-conserving plant, tree and turf species, especially local native plants;
    - iii. Selection of plants based on local climate suitability, disease and pest resistance;
    - iv. Selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
    - v. Selection of plants from local and regional landscape program plant lists.
    - vi. Selection of plants from local Fuel Modification Plan Guidelines.
  - c. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 2.1.B.5.b.iv.
  - d. Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:
    - i. Use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

- ii. Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth; and
  - iii. Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- e. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- f. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
- g. A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.
- h. The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
- i. The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.
- j. Water Features
  - i. Recirculating water systems shall be used for water features.
  - ii. Where available, recycled water shall be used as a source for decorative water features.
  - iii. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
  - iv. Pool and spa covers are highly recommended.
- k. Soil Preparation, Mulch and Amendments
  - i. Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.
  - ii. Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 2.1.B.3).



- iii. For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.
  - iv. A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
  - v. Stabilizing mulching products shall be used on slopes that meet current engineering standards.
  - vi. The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
  - vii. Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.
5. Irrigation design plan, which only applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
- a. System
    - i. Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either: 1) A customer service meter dedicated to landscape use provided by the local water purveyor; or 2) A privately owned meter or submeter.

- ii. Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.
- iii. If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
  - a) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
  - b) Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- iv. Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- v. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- vi. Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. An Applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.
- vii. Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.
- viii. Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
- ix. The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation

water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

- x. Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- xi. The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- xii. The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 2.1.B.2 regarding the MAWA.
- xiii. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- xiv. It is highly recommended that the Applicant or city inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- xv. In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.
- xvi. Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- xvii. Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- xviii. Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- xix. Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.
- xx. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

- xxi. Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
    - a) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
    - b) The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
    - c) The irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 2.1.B.5.a.ix. Prevention of overspray and runoff must be confirmed during the irrigation audit.
  - xxii. Slopes greater than 25% shall not be irrigated with an irrigation system with an application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.
- b. Hydrozone
- i. Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
  - ii. Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
  - iii. Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
  - iv. Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:
    - a) Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
    - b) The plant factor of the higher water using plant is used for calculations.

- v. Individual hydrozones that mix high and low water use plants shall not be permitted.
  - vi. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix C Section A). This table can also assist with the irrigation audit and programming the controller.
- c. The irrigation design plan, at a minimum, shall contain:
- i. Location and size of separate water meters for landscape;
  - ii. Location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
  - iii. Static water pressure at the point of connection to the public water supply;
  - iv. Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
  - v. Recycled water irrigation systems as specified in Section 2.4;
  - vi. The following statement: “I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them accordingly for the efficient use of water in the irrigation design plan”; and
  - vii. The signature of a California-licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)
6. Grading design plan. A comprehensive grading plan prepared by a civil engineer for other city permits satisfies this requirement.
- a. The Applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
    - i. Height of graded slopes;

- ii. Drainage patterns;
  - iii. Pad elevations;
  - iv. Finish grade; and
  - v. Stormwater retention improvements, if applicable.
- b. To prevent excessive erosion and runoff, it is highly recommended that Applicants:
- i. Grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
  - ii. Avoid disruption of natural drainage patterns and undisturbed soil; and
  - iii. Avoid soil compaction in landscape areas.
- c. The grading design plan shall contain the following statement: “I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of a California-licensed professional as authorized by law.

## **2.2 Certificate of Completion**

- A. Upon installation and prior to final inspection and approval (issuance of a Letter #2), the Applicant shall submit a Certificate of Completion (Appendix D) to the Planning Department that includes:
1. Project information sheet containing:
    - a. Date;
    - b. Project name;
    - c. Applicant name, telephone, and mailing address;
    - d. Project address and location; and
    - e. Property owner name, telephone, and mailing address.
  2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
    - a. Where there have been significant changes made in the field during construction, these “as-built” or record drawings shall be included with the certification;

- b. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.
  3. Irrigation scheduling parameters used to set the controller meeting the following criteria:
    - a. Irrigation scheduling shall be regulated by automatic irrigation controllers.
    - b. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
    - c. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the ETWU. Total annual applied water shall be less than or equal to MAWA. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.
    - d. Parameters used to set the automatic controller shall be developed and submitted for each of the following:
      - i. the plant establishment period;
      - ii. The established landscape; and
      - iii. Temporarily irrigated areas.
    - e. Each irrigation schedule shall consider for each station all of the following that apply:
      - i. Irrigation interval (days between irrigation);
      - ii. Irrigation run times (hours or minutes per irrigation event to avoid runoff);
      - iii. Number of cycle starts required for each irrigation event to avoid runoff;
      - iv. Amount of applied water scheduled to be applied on a monthly basis;
      - v. Application rate setting;
      - vi. Root depth setting;
      - vii. Plant type setting;
      - viii. Soil type;
      - ix. Slope factor setting;

- x. Shade factor setting; and
  - xi. Irrigation uniformity or efficiency setting.
4. Landscape and irrigation maintenance schedule that includes, but is not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.
    - a. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.
    - b. An Applicant is encouraged to implement established landscape industry sustainable Best Practices for overall all landscape maintenance activities.
  5. Irrigation audit report conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
    - a. In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.
    - b. The irrigation audit report that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
  6. Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 2.1.B.3).
  7. Documentation showing that copies of the Certificate of Completion have been submitted to the local water purveyor and property owner or his or her designee.

### **2.3 Irrigation Efficiency**

- A. For the purpose of determining ETWU, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.



## **2.4 Recycled Water**

- A. The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.
- B. All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.
- C. Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

## **2.5 Graywater Systems**

- A. Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to Section 1.2.C for the applicability of this ordinance to landscape areas less than 2,500 square feet with the ETWU met entirely by graywater.

## **2.6 Stormwater Management and Rainwater Retention**

- A. Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.
- B. Applicants shall refer to the city or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.
- C. All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to Section 2.1.B.4.k.
- D. It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.
- E. It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

1. Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.
2. Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
3. Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
4. Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
5. Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
6. Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
7. Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

## **2.7 Effective Precipitation**

A. The city may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate MAWA:

1.  $MAWA = (ET_o - E_{ppt}) (0.62) [(0.70.55 \times LA) + (0.30.45 \times SLA)]$  for residential areas.
2.  $MAWA = (ET_o - EPPT) (0.62) [(0.45 \times LA) + (0.55 \times SLA)]$  for non-residential areas.

## **3. EXISTING LANDSCAPES**

### **3.1 Provisions for Existing Landscapes**

A. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis. This section shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size.

1. For existing landscapes that have a water meter, the city shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the MAWA for existing landscapes. The MAWA for existing landscapes shall be calculated as:  $MAWA = (0.8)(ET_o)(LA)(0.62)$ .

2. For existing landscapes that do not have a meter, the city shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.
  3. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.
- B. Water Waste Prevention. The property owner, business owner, and City and shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.
1. Restrictions regarding overspray and runoff may be modified if:
    - a. The landscape area is adjacent to permeable surfacing and no runoff occurs; or
    - b. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

# **Appendix A**

## **Certificate of Landscape Design**

**CERTIFICATE OF LANDSCAPE DESIGN**

I hereby certify that:

(1) I am a professional licensed in the State of California to provide professional landscape design services.

(2) I prepared the landscape design and water use calculations for the property located at

\_\_\_\_\_ (provide street address or parcel number(s)) were prepared by me or under my supervision.)

(3) In regards to the landscape design and water use calculations I prepared for the identified property, I have complied with Chapter 13.18 of the City of Industry Municipal Code and the Water Efficient Landscape Guidelines and applied them for the efficient use of water in this landscape design plan, irrigation plan, and grading design plan (if applicable).

(4) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of Industry Water Efficient Landscape Guidelines.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail Address

Landscape Design Professional's Stamp

# Appendix B

## Reference Evapotranspiration (ETo) Table

County and City	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual ETo
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5

Source: Model Water Efficient Landscape Ordinance: 2015 Revision

## **Appendix C**

### **Sample Water Efficient Landscape Worksheet**

## WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

### Reference Evapotranspiration (ET<sub>o</sub>)

Hydrozone # /Planting Description <sup>a</sup>	Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) <sup>e</sup>
<b>Regular Landscape Areas</b>							
				Totals	(A)	(B)	
<b>Special Landscape Areas</b>							
				1			
				1			
				1			
				Totals	(C)	(D)	
						<b>ETWU Total</b>	
						<b>Maximum Allowed Water Allowance (MAWA)<sup>e</sup></b>	

<sup>a</sup>**Hydrozone #/Planting Description**

- E.g  
 1.) front lawn  
 2.) low water use plantings  
 3.) medium water use planting

<sup>b</sup>**Irrigation Method**

- overhead spray  
 or drip

<sup>c</sup>**Irrigation Efficiency**

- 0.75 for spray head  
 0.81 for drip

<sup>d</sup>**ETWU (Annual Gallons Required) =**

$Eto \times 0.62 \times ETAF \times Area$   
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

<sup>e</sup>**MAWA (Annual Gallons Allowed) =  $(Eto) ( 0.62) [ (ETAF \times LA) + ((1-ETAF) \times SLA)]$**

where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

### ETAF Calculations

#### Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
<b>Average ETAF</b>	<b>B ÷ A</b>

**Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.**

#### All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
<b>Sitewide ETAF</b>	<b>(B+D) ÷ (A+C)</b>



## **Appendix D**

### **Sample Certificate of Completion**

## CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

### PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

#### Project Address and Location:

Street Address	Parcel, tract or lot number, if available.	
City	Latitude/Longitude (optional)	
State		

#### Property Owner or his/her designee:

Name	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

#### Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

\_\_\_\_\_

Property Owner Signature Date

#### Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency \_\_\_\_\_
2. Date the Landscape Documentation Package was approved by the local agency \_\_\_\_\_
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor \_\_\_\_\_

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

\*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package

Attach documentation verifying implementation of recommendations from soil analysis report

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# Appendix E

## Prescriptive Compliance Option

- A. This Appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.
- B. Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:
  1. Submit a Landscape Documentation Package which includes the following elements:
    - a. Date
    - b. Applicant
    - c. Project address (if available, parcel and/or lot number(s))
    - d. Total landscape area (square feet), including a breakdown of turf and plant material
    - e. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
    - f. Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
    - g. Contact information for the Applicant and property owner
    - h. Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO".
  2. Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);
  3. Plant material shall comply with all of the following;
    - a. For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
    - b. A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
  4. Turf shall comply with all of the following:

- a. Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;
  - b. Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;
  - c. Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.
5. Irrigation systems shall comply with the following:
- a. Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.
  - b. Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.
  - c. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
  - d. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
  - e. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
  - f. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
6. For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.
- C. At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

# Appendix F

## Definitions

The terms used in these Water Efficient Landscape Guidelines have the meanings set forth below:

“Applicant” means the person submitting a landscape documentation package. Applicants can be the property owner or the owner’s designee.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certificate of Completion” means the document required under Section 2.2.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Distribution uniformity” means the measure of the uniformity of irrigation water over a defined area.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” (Eppt) means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

“Establishment period of the plants” means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

“Estimated Total Water Use” (ETWU) means the total water used for the landscape as described in Section 2.1.B.2.

“ET adjustment factor” (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

“Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

“Hardscapes” means any durable material (pervious and non-pervious).

“Hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “WaterSense” labeled auditing program.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

“Irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

“Irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

“Landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the MAWA calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other



non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means the documents required under Section 2.1.B.1.

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 1.2.

“Landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 2.1.B.2. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The ETWU shall not exceed the MAWA. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.  $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

“Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

“Operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

“Overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area.

“Parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

“Permit” means an authorizing document issued by the city for new construction or rehabilitated landscapes.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Planning Approval Letter (Letter #1)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue building and grading permits.

“Planning Final Letter (Letter #2)” is issued by the City and is required in order for the Los Angeles County Building and Safety Department to issue a Certificate of Occupancy (final building permit approval).

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape

Species". Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

"Project applicant" means the individual or entity submitting a Landscape Documentation Package required under Section 2.1.B, to request a permit, plan check, or design review from the city. A project applicant may be the property owner or his or her designee.

"Rain sensor" or "rain sensing shutoff device" means a component which automatically suspends an irrigation event when it rains.

"Record drawing" or "as-builts" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

"Recreational area" means areas, excluding private single family residential areas, designated for active play, recreation or public assembly such in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

"Recycled water," "reclaimed water," or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

"Reference evapotranspiration" or "ET<sub>o</sub>" means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is expressed in inches per day, month, or year as represented in Appendix B, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

"Regional Water Efficient Landscape Ordinance" means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

"Rehabilitated landscape" means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 1.2, and the modified landscape area is equal to or greater than 2,500 square feet.

"Residential landscape" means landscapes surrounding single or multifamily homes.

"Run off" means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

“Soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

“Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Sprinkler head” or “spray head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conserving plant species” means a plant species identified as having a very low or low plant factor.

“Water Efficient Landscape Guidelines” or “Guidelines” refers to the Water Efficient Landscape Guidelines, as approved by and available at the City, which describes procedures, calculations, and requirements for landscape projects subject to the Guidelines.

“Water Efficient Landscape Ordinance” means Chapter 13.18 of the Industry Municipal Code.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Clement N. Calvillo, CNC Engineering *CNC*  
Joshua Nelson, CNC Engineering *JN*

Date: January 6, 2015

**SUBJECT:** Resolution No. CC 2016-02 Vacating Five Public Service Easements, 18639 Railroad Street (JN-9141)

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The City Council adopted on December 10, 2015 by Resolution No. CC 2015-44 the intent to vacate three storm drain easements that are no longer required, located on Assessor Parcel Numbers 8264-020-050, 8264-020-051 and 85264-020-052 (also known as 18639 Railroad Street). No storm drains were ever constructed within these easements.

When Parcel Map 340 was recorded it created three parcels and also granted these easements to the City of Industry. However, the property owner recently recorded a Covenant and Agreement to hold the parcels as one parcel so the easements are no longer needed. Resolution No. CC 2015-44 was missing the referenced exhibits and also incorrectly referred to the easements as storm drain easements. In fact there are three storm drain easements and two sewer easements that need to be vacated. The Notice referenced documents on file at the City. Those documents correctly showed all five public service easements. The City is processing these vacations at the request of the property owner. So at this time we would recommend that the City Council still proceed with the public hearing and vacate all five public service easements as noted in the attached resolution.

It is hereby recommended that the City Council approve and adopt subject Resolution No. CC 2016-02 to vacate the five public service easements and record the Resolution at the office of the Recorder of the County of Los Angeles.

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PJP/CC/JN:af

**RESOLUTION NO. CC 2016-02**

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF INDUSTRY VACATING FIVE PUBLIC SERVICE EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS 8264-020-050, 8264-020-051, AND 8264-020-052 (ALSO KNOWN AS 18639 RAILROAD STREET) WITHIN THE CITY OF INDUSTRY**

**WHEREAS**, the City Council did by Resolution No. CC 2015-44, adopted on December 10, 2015, declare its intention to order the vacation of five public service easements located at 18369 Railroad Avenue in the City of Industry, Assessor Parcel Numbers 8264-020-50, 8264-020-051, and 8264-020-052 as described on the attached legal descriptions marked Exhibits "A1, A2, A3, and A4" and as shown on the attached maps marked Exhibits "B1, B2, B3, and B4", in which exhibits are hereby incorporated by this reference; and

**WHEREAS**, a notice of public hearing has been posted and/or published as required by law; and

**WHEREAS**, The City Council did hold a public hearing on January 14, 2016, for the purpose of obtaining all evidence and/or testimony relating to said proposed vacation.

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

**SECTION 1:** The recitals are true and correct and are incorporated herein by reference.

**SECTION 2:** That the five public service easements located in the City of Industry, as described in the attached legal descriptions marked Exhibits "A1, A2, A3, and A4" and as shown on the attached maps marked Exhibits "B1, B2, B3, and B4", are unnecessary for present or prospective public use and the City does hereby vacate said easements.

**SECTION 3:** The City Clerk shall cause a certified copy of this Resolution of Vacation, attested under seal, to be recorded without acknowledgement, certificate of acknowledgement, or further proof, in the office of the Recorder of the County of Los Angeles. Upon such recordation, this vacation shall be complete.

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

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

**(SIGNATURES AND RECORD OF VOTE ON FOLLOWING PAGE)**



**PASSED, APPROVED AND ADOPTED** at a Regular Meeting of the City of Industry City Council on January 14, 2016 by the following vote.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Mark D. Radecki, Mayor

ATTEST:

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Cecelia Dunlap, Deputy City Clerk

## **Exhibit "A1"**


### Legal Description Storm Drain Easement Area to be Vacated

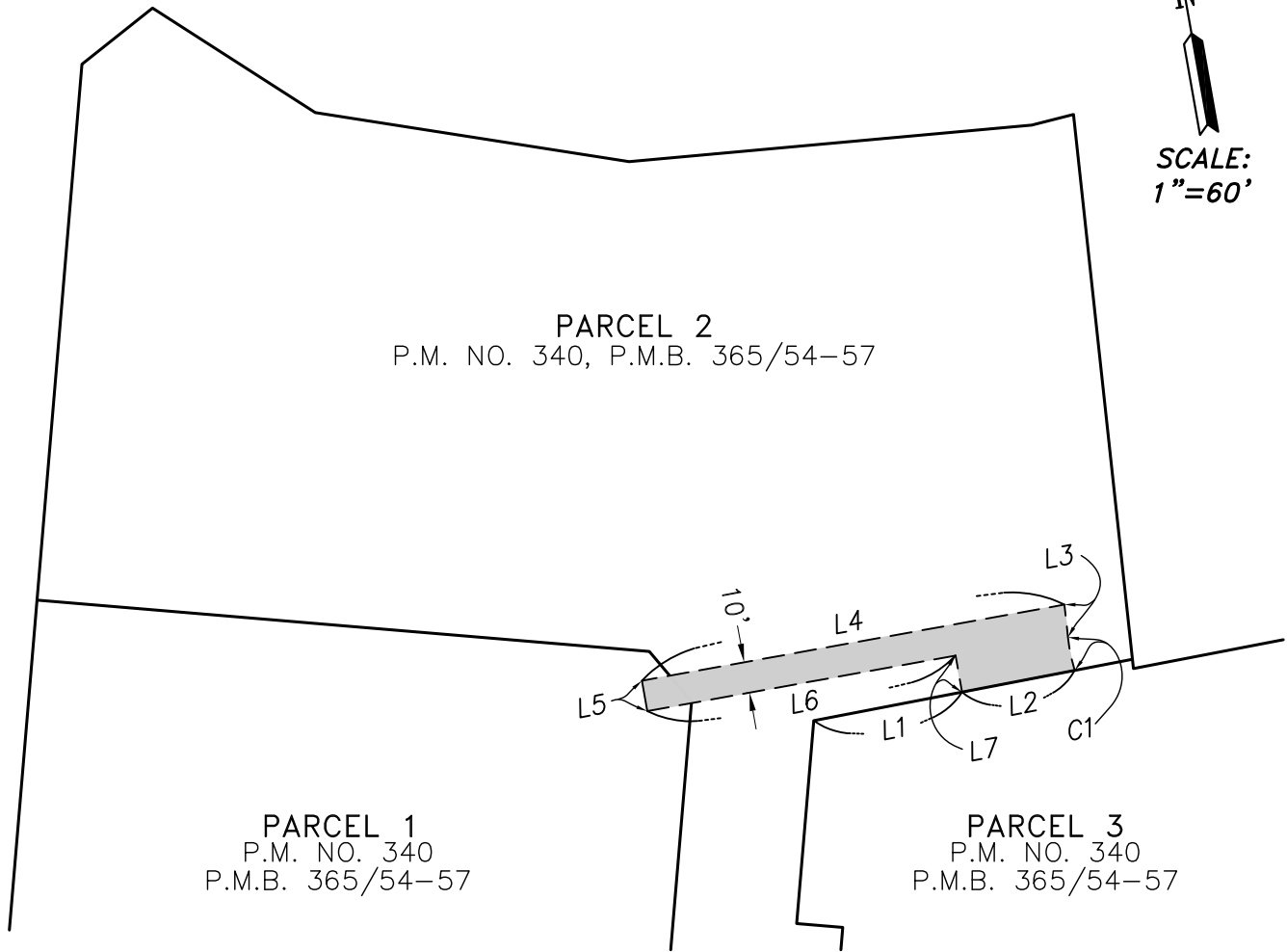
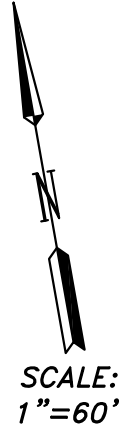
A strip of land, varying width, within Parcels 1 and 2 of Parcel Map No. 340, in the City of Industry, County of Los Angeles, State of California, as per map recorded in Book 365, Pages 54 through 57, inclusive, records of said county, shown as easement for storm drain and incidental purposes dedicated to the City of Industry per said Parcel Map No. 340.

# Exhibit "B1"

## Plot Storm Drain Easement Area to be Vacated

**LEGEND:**

 Storm Drain Easement granted to the City of Industry per P.M. No. 340, P.M.B. 365/54-57, to be vacated



**LINE TABLE:**

L1	N 89°06'28" E	49.00'
L2	N 89°06'28" E	37.17'
L3	N 03°07'00" E	10.00'
L4	S 89°47'50" W	139.24'
L5	S 00°12'10" E	10.00'
L6	N 89°47'50" E	101.55'
L7	S 00°12'10" E	12.03'

**CURVE TABLE:**

<u>NO.</u>	<u>DELTA</u>	<u>RADIUS</u>	<u>LENGTH</u>
C1	10°27'54"	60.00'	10.96'

## **Exhibit "A2"**

### **Legal Description Storm Drain Easement Area to be Vacated**

A strip of land, 3.50' wide, within Parcels 2 and 3 of Parcel Map No. 340, in the City of Industry, County of Los Angeles, State of California, as per map recorded in Book 365, Pages 54 through 57, inclusive, records of said county, described as follows:

Parcel 2 of the storm drain easement granted to the City of Industry in deed recorded March 25, 1982 as Instrument No. 82-318123 of official records, of said county.

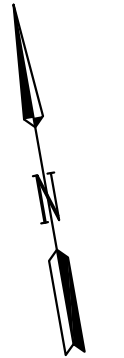
# Exhibit "B2"

## Plot Storm Drain Easement Area to be Vacated

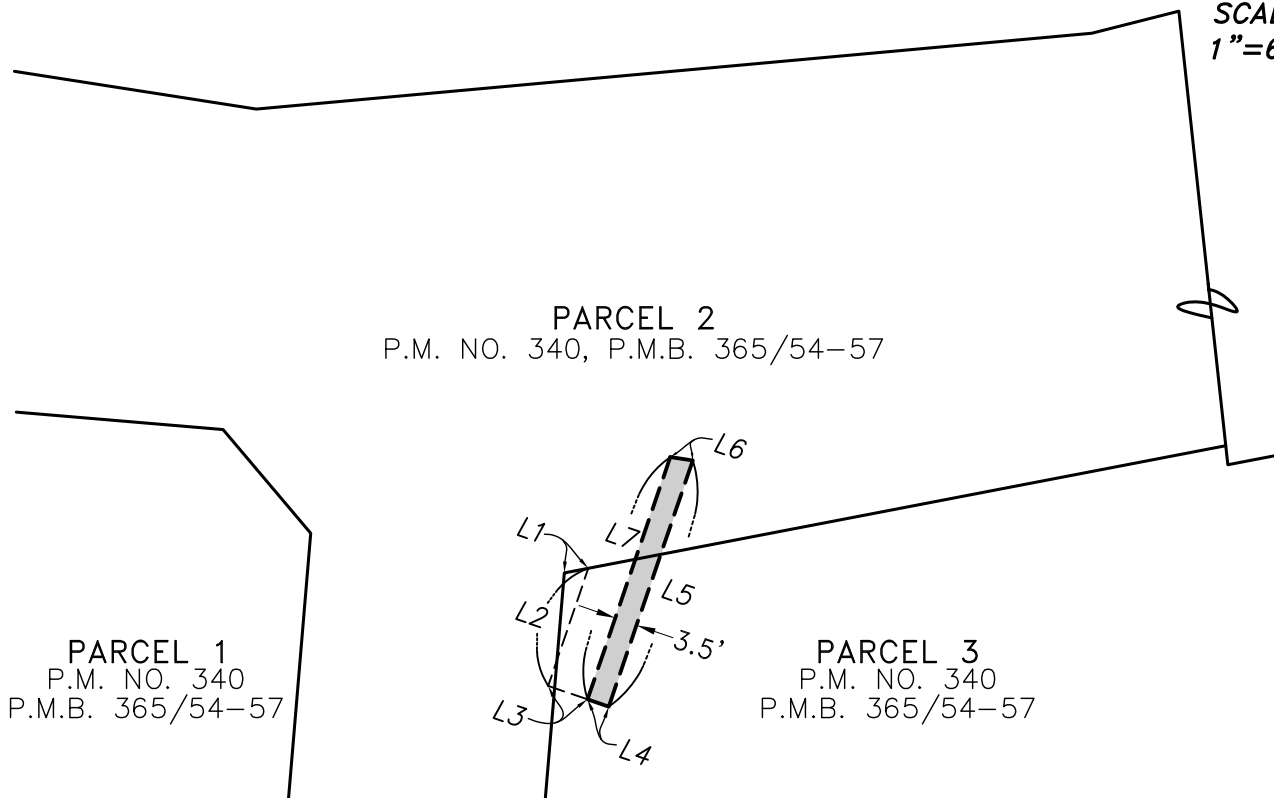
### LEGEND:



Parcel 2 of Storm Drain Easement granted to the City of Industry in deed recorded March 25, 1982 as Instrument No. 82-318123 of official records, to be vacated



SCALE:  
1"=60'



### LINE TABLE:

L1	N 89°06'28" E	3.82'
L2	S 28°51'36" W	19.41'
L3	S 61°08'24" E	6.50'
L4	S 61°08'24" E	3.50'
L5	N 28°51'36" E	40.63'
L6	N 71°20'35" W	3.56'
L7	S 28°51'36" W	40.00'

## **Exhibit "A3"**

### Legal Description Storm Drain Easement Area to be Vacated

A strip of land, varying width, within Parcels 2 and 3 of Parcel Map No. 340, in the City of Industry, County of Los Angeles, State of California, as per map recorded in Book 365 Pages 54 through 57, inclusive, records of said county, described as follows:

Parcel 2 of the storm drain easement granted to the City of Industry in deed recorded May 14, 1982 as Instrument No. 82-501314 of official records.

Except therefrom that portion lying easterly of a line that is parallel with and distant westerly 50.00 feet, measured at right angles from the easterly line of said Parcel 2 of Parcel Map No. 340.

# Exhibit "B3"

## Plot Storm Drain Easement Area to be Vacated

**LEGEND:**



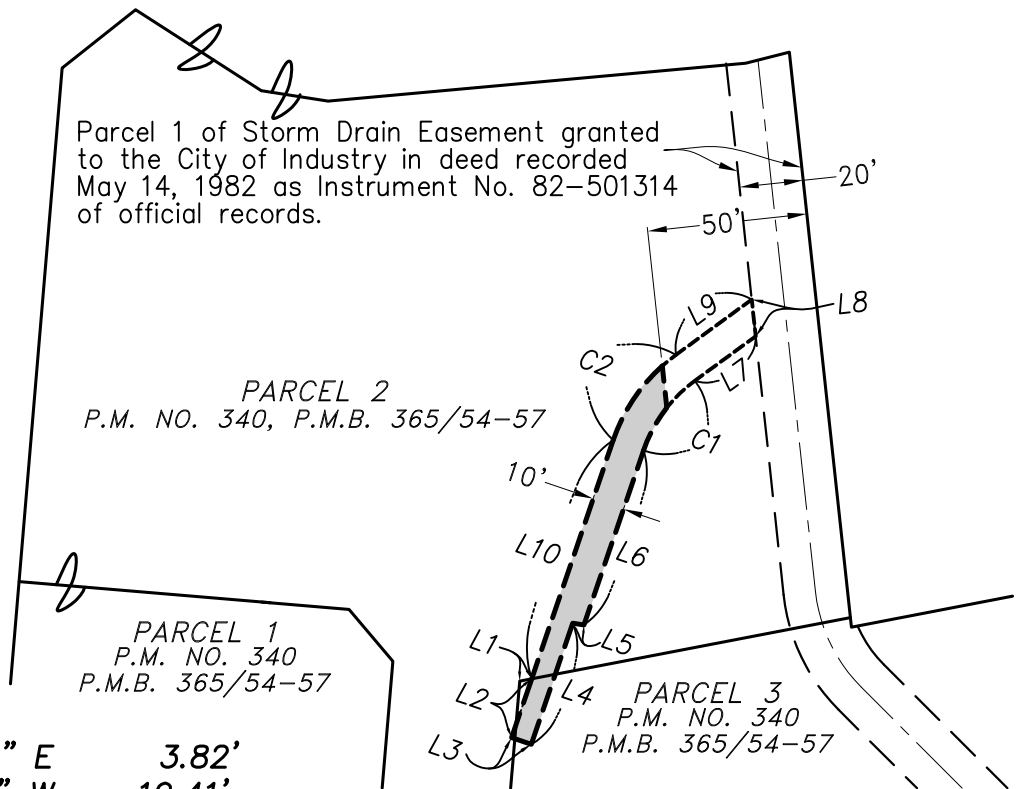
portion of Parcel 2 of Storm Drain Easement granted to the City of Industry in deed recorded May 14, 1982 as Instrument No. 82-501314 of official records, to be vacated



portion of Parcel 2 of Storm Drain Easement granted to the City of Industry in deed recorded May 14, 1982 as Instrument No. 82-501314 of official records, to remain



SCALE:  
1"=60'



**LINE TABLE:**

L1	N 89°06'28" E	3.82'
L2	S 28°51'36" W	19.41'
L3	S 61°08'24" E	6.50'
L4	N 28°51'36" E	40.00'
L5	S 71°20'35" E	3.56'
L6	N 28°51'36" E	57.62'
L7	N 63°49'39" E	23.55'
L8	N 03°50'07" E	11.55'
L9	S 63°49'39" W	29.32'
L10	S 28°51'36" W	78.84'

**CURVE TABLE:**

NO.	DELTA	RADIUS	LENGTH
C1	38°58'03"	45.00'	27.46'
C2	38°58'03"	55.00'	33.57'

## **Exhibit "A4"**

### **Legal Description Sewer Easement Area to be Vacated**

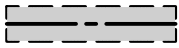
Two strips of land, 10.00 feet wide, within Parcels 1, 2 and 3 of Parcel Map No. 340, in the City of Industry, County of Los Angeles, State of California, as per map recorded in Book 365, Pages 54 through 57, inclusive, records of said county, shown as easements for sewer and incidental purposes dedicated to the City of Industry per said Parcel Map No. 340,



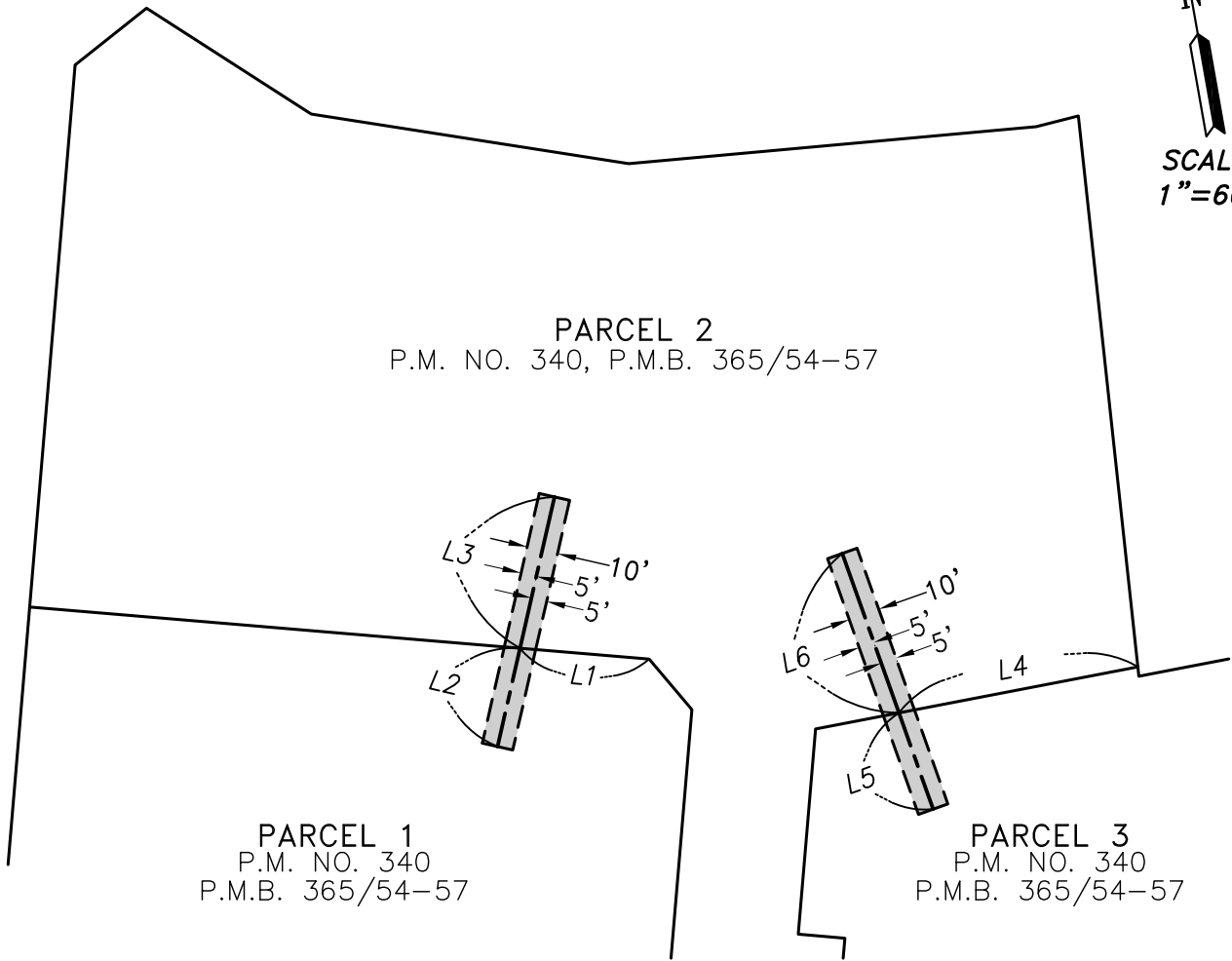
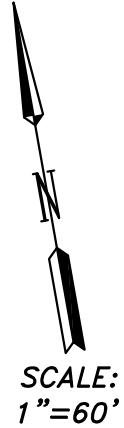
# Exhibit "B4"

## Plot Sewer Easement Area to be Vacated

**LEGEND:**



Sewer Easement granted to the City of Industry per P.M. No. 340, P.M.B. 365/54-57, to be vacated



**LINE TABLE:**

L1	N 75°12'10" W	41.58'
L2	N 22°49'56" E	32.33'
L3	N 22°49'56" E	49.75'
L4	N 89°06'28" E	78.00'
L5	N 09°33'39" W	32.75'
L6	N 09°33'39" W	54.25'

*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

To: City Council

January 7, 2015

From: Paul J. Phillips, City Manager *Paul J. Phillips*

Staff: Brian James, Planning Director

**Subject: Contract Amendment – Waste Systems Technology**

Attached for consideration is an amendment to the contract for Waste Systems Technology, Inc. to administer the various recycling programs for 2015-2016. The approved contract authorizes Waste Systems Technology to provide services to ensure that the City maintains compliance with AB 939 (Integrated Waste Management Act of 1989), SB 1374 (Mandatory Construction Diversion Program of 2002), California Green Building Code (2010 and forward), AB 341 (Mandatory Commercial Recycling Act), and AB 1826 (Mandatory Organics Waste Recycling).

The City Council approved the contract on August 13, 2015, with a budget of \$240,785.00. However, the budget for Task 6 was inadvertently omitted from the approved budget. Task 6 is to provide educational outreach, technical assistance, and assist the City in developing an accurate Use Permit database.

This amendment would increase the budget by \$10,635.00 to account for Task 6 for a total budget of \$251,420.00. Except for this change in the budget, the Professional Services Agreement approved in August 2015 would not be altered in any way.

Staff recommends that the City Council approve Amendment Number 1 to Professional Services Agreement with Waste Systems Technology, Inc. (Attachment 1).

### Attachments

- Attachment 1: Amendment Number 1 to Professional Services Agreement with Waste Systems Technology, Inc.

# **Attachment 1**

## **Amendment Number 1 to Professional Services Agreement with Waste Systems Technology, Inc.**

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH WASTE SYSTEMS  
TECHNOLOGY, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this \_\_\_ day of January, 2016, by and between the City of Industry, a California municipal corporation (“Customer”) and Waste Systems Technology, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about August 2015, the Agreement was entered into and executed between the Customer and Consultant to provide services to ensure that the City maintains compliance with AB 939 (integrated waste management act of 1989), SB 1374 (mandatory construction diversion programming of 2002), California Green Building Code (2010 and forward), AB 341 (mandatory commercial recycling act), and AB 1826 (mandatory organics waste recycling), and to provide educational outreach, technical assistance, and assist the City in developing an accurate Use Permit database; and

**WHEREAS**, Exhibit B (“Key Personnel & Compensation”) of the Agreement stipulated a total compensation not to exceed \$240,785.00; and

**WHEREAS**, the budget for Task 6 (\$10,635.00) was inadvertently omitted from the total compensation listed in Exhibit B of the Agreement. As noted in the Agreement, Task 6 is to provide educational outreach, technical assistance, and assist the City in developing an accurate Use Permit database; and

**WHEREAS**, in order to allow the Consultant to continue to perform Task 6, the Customer and Consultant desire to enter into this Amendment No. 1, as set forth below.

**AMENDMENT**

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

**Exhibit B. Key Personnel & Compensation**

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$251,420.00.

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

**“CUSTOMER”**  
**City of Industry**

**“CONSULTANT”**  
**Waste Systems Technology, Inc.**

By: \_\_\_\_\_  
Paul Philips, City Manager

By: \_\_\_\_\_  
Jeff Duhamel, President

**Attest:**

By: \_\_\_\_\_  
Diane Schlichting, Acting Deputy City Clerk

**APPROVED AS TO FORM**

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

**EXHIBIT A TO AMENDMENT NUMBER 1:**

**PROFESSIONAL SERVICES AGREEMENT WITH WASTE  
SYSTEMS TECHNOLOGY, INC (August 13, 2015)**



**CITY OF INDUSTRY**  
Incorporated June 18, 1957

August 18, 2015

Mr. Jeff Duhamel  
President  
Waste Systems Technology, Inc.  
P.O. Box 33252  
Long Beach, CA 90832

**Re: Commercial Waste Reduction, Permit Salvaging and Education Program 2015-2016**

Dear Mr. Duhamel:

Enclosed is an executed Professional Services Agreement, which was approved by the City Council at its meeting of August 13, 2015, in the amount of \$240,785.00.

You are hereby authorized to proceed with the work as outlined in this Agreement, which has been assigned Consultant Contract No. 1-WASTE 15-01. In connection with any invoice billed against this Agreement, please provide the following information:

1. Consultant Contract number;
2. Remaining balance of the contract;
3. A brief description of the work performed during the billing period;
4. Copies of receipts for reimbursable charges;
5. Invoices addressed to my attention.

Incomplete invoices will be returned unpaid. Additionally, no invoice will be paid which exceeds the approved amount without prior written approval by the City Council.

Sincerely,

Chris Brown  
Administrative Specialist

/cb

Enclosure

c: Paul J. Philips, City Manager  
John Ballas, Director of Public Works  
Dean Yamagata, Finance Department  
Carmen Cooper, Finance Department





***City of Industry***

***PROFESSIONAL SERVICES AGREEMENT***

***With***

***Waste Systems Technology, Inc.***

**Effective Date: August 13, 2015**

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of August 13, 2015 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Waste Systems Technology, Inc. a California corporation ("Consultant").

### **Section 1. Term of Agreement.**

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

### **Section 2. Scope and Performance of Services.**

- 2.1** Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

- 2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

**Section 3. Additional Services and Changes in Services.**

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

**Section 4. Familiarity with Services and Site.**

- 4.1 By executing this Agreement, Consultant represents that Consultant:
  - (a) has thoroughly investigated and considered the Scope of Services to be performed;
  - (b) has carefully considered how the services should be performed;
  - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

**Section 5. Compensation and Payment.**

- 5.1** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

**Section 6. Required Documentation Prior to Performance.**

- 6.1** Consultant may not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance as required under Exhibit C;
  - (b) Consultant provides City with a Taxpayer Identification Number;
  - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) City gives Consultant a written notice to proceed.

**6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

**Section 7. Time of Performance; Excusable Delays; Extensions.**

**7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.

**7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

**7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

**Section 8. Cooperation by City.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

**Section 9. Project Documents.**

**9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.

**9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

**Section 10. Confidential Information; Release of Information.**

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused to the extent by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.
- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

**Section 11. Consultant's Books and Records.**

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

**Section 12. Status of Consultant.**

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.
- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 13. Compliance with Applicable Laws.**

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.



**13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

**Section 14. Unauthorized Aliens.**

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

**Section 15. Conflicts of Interest.**

**15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*), and California Government Code section 1090.

**15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.

**15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.

**15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

## **Section 16. Indemnification.**

- 16.1** The parties agree that City should, to the fullest extent permitted by law, be defended, indemnified and held harmless from all Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors.
- 16.3** Consultant agrees to defend and indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims") to the extent such Claims arise out of, are a consequence of, or are in any way attributable to, or caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant in the performance of any services under this Agreement. The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 16.4** Consultant must notify City within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.5** Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. Except for a Claim covered by Consultant's professional liability insurance, the defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated or agreed by City that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the City indemnified party.
- 16.6** Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and

consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. This Section 16.6 does not apply to a Claim covered by Consultant's professional liability insurance.

- 16.7** Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** Consultant's obligation to indemnify City applies unless it is finally adjudicated or agreed by City that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party or the City otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.
- 16.9** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.10** Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.
- 16.11** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.12** The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 16.13** The provisions of this section will survive the expiration or earlier termination of this Agreement.

**Section 17. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

**Section 18. Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

**Section 19. Default; Limitations on Liability.**

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

**Section 20. Termination of Agreement.**

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

**Section 21. Notices.**

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City: City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
Attention: Paul Phillips, City Manager

(Tel.) (626) 333-2211  
(Fax) (626) 961-6795  
(E-Mail) Paul@cityofindustry.org

To Consultant: Waste Systems Technology, Inc.  
P.O. Box 33252  
Long Beach, CA 90832  
Attn: Jeff Duhamel

(Tel.) (562) 754-1609  
(Fax) (866) 963-0147  
(E-mail) jaduhamel@gmail.com

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

**Section 22. General Provisions.**


- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.

- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

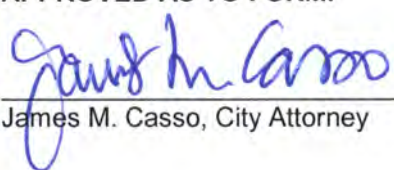
**CITY OF INDUSTRY**

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

**ATTEST:**

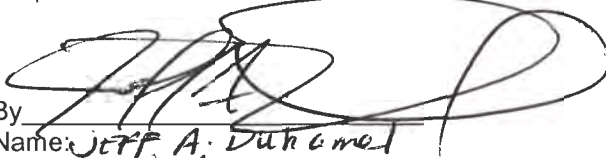
  
\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

**APPROVED AS TO FORM:**

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

**CONSULTANT:**

**WASTE SYSTEMS TECHNOLOGY, INC.**, a California Corporation

  
By \_\_\_\_\_  
Name: JEFF A. DUHAMEL  
Title: President / Treasurer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**[Attached]**



Exhibit A

**A PROPOSAL FOR**

**SOLID WASTE CONSULTING**

**&**

**RECYCLING PERMIT PROGRAM**

*FOR THE*

**CITY OF INDUSTRY**

**2015-2016**

*Prepared by:*      *WASTE SYSTEMS TECHNOLOGY, INC.*  
*Long Beach, California.*

*Presented to:*     *BRIAN JAMES*  
*City Planner*

*When:*              *July 2015*

## **Cover Letter**

Subject: **Proposal to Implement Commercial Recycling Program coupled with AB 939, AB 341, SB 1374, AB 1826 and the California Green Building Code 2014 programming.**

Waste Systems Technology, Inc. (WST) is pleased to present the following task driven proposal for the continued operation of the City of Industry Permit Recycling Program, The ongoing Solid Waste and Recycling Consultant services.

The proposal contained herein addresses the tasks necessary to continue to meet the requirements of AB 939 (The integrated waste management act of 1989), SB 1374 (Mandatory construction diversion programming of 2002), California Green Building Code (2010 and forward), AB 341 (Mandatory commercial recycling act), AB 1826 (Mandatory Organics Waste Recycling) and additional program mandates enacted by California State Legislature and/or CalRecycle.

In addition, WST proposes an option task to continue to support through both educational outreach and technical assistance, the city's desire to update and develop an accurate and complete Use Permit database.

The cost estimate for the 2015-21016 Term is **\$240,785** with an optional task for \$10,635. All services will be completed within twelve (12) months from the date of authorization to proceed.

If you require any further assistance or clarification, please do not hesitate to call me at 562-754-1609.

Sincerely,

Jeff Duhamel  
President

## ***I. Related Experience***

***Waste Systems Technology, Inc.*** (WST) was established in California in 1997 to focus specifically on the planning and implementation of AB 939 programs identified in the Source Reduction and Recycling Elements (SRRE) of California cities. WST realized the tremendous costs of SRRE development, implementation and compliance for targeted California cities that needed cost-effective programs and services that produced actual results.

WST focuses on the implementation of recycling programs through facility development, permitting, waste studies and surveys as well as statistical methods of diversion accounting and extrapolation.

WST has worked closely with the City of Industry for over twelve (12) years as the City of Industry solid contract solid waste and recycling consultant. WST has assisted the City in a number of programs including the recent construction diversion programming, the food waste monitoring program, a number of recycling education programs, annual CalRecycle reporting, CalRecycle bi-annual reviews, the day-to-day operations of the city's commercial permit recycling program, along with technical and education outreach programs, hundreds of on-site waste audits and WST was instrumental in the CIWMB's adoption of the new base year reporting.

For the last five (5) years, WST has been tasked with the day-to-day operations of City of Industry Salvage/Recycling Permit Program. Having reduced the program costs considerably, last year the City of Industry was afforded the opportunity to reduce the recycler permit fees, saving the recyclers and generators over \$50,000.00 per year.

## **II. Scope of Work**

### **Task 1.0 Construction and Demolition Waste Monitoring and Reporting Program**

The consultant has worked with the City of Industry in the ongoing Construction and Demolition diversion, recycling and monitoring program. This program was originally implemented shortly after the enactment AB 939 requiring municipalities to develop programs of diversion. In 2002 the California Legislature passed SB 1374, requiring all municipalities to enact mandatory construction and demolition recycling programs targeting 75% diversion.

The consultant proposes to continue with the implementation of the existing SB 1374 construction project-tracking program through the recently implemented Construction Waste Management Plan (CWMP) in accordance with the **California Green Building Code** requirements.

#### **1.1. Monitoring**

The consultant will monitor active projects on a daily basis by tracking and managing the job-site CWMP from the original submittal date through the completion of each covered project. WST will quantify all on-site, off-site and re-use covered materials as required by CalRecycle and the California Green Building Code.

#### **1.2 Diversion Tonnage Reporting**

In addition the consultant will work closely with CNC Engineering, Grand Central Recycling, and Valley Vista Services to confirm the accuracy of reported tonnage information.

#### **1.3 Job-Site Visits/Technical Assistance/Education Outreach**

On an ongoing basis the consultant will perform site visits at construction and demolition projects in the City of Industry as well as meet with the franchise hauler to quantify their diversion efforts. Each general contractor from these projects will receive the City's new construction & demolition recycling outreach package along with copies of reporting forms and requirements. The consultant will aid the contractor/developer in the completion of all forms and reporting requirements.

WST will update and reissue educational information for construction and demolition debris recycling through the annual recycling outreach brochure required by CalRecycle.

## **Task 2.0 City of Industry Recycling/Salvage Permit Program**

Since the enactment of AB 939, All City of Industry recyclers have been required to procure an annual Recycling Permit, report their activities on a monthly base while adhering to all the requirements of Chapter 8.20 of the IMC. Additionally, each collector is now required to submit their vehicle insurance certification and a list of all proposed vehicles to be used for collection activities.

WST will qualify each application according to the performance requirements and regulations stipulated IMC 8.20. Each collector will be provided a copy of the ordinance and assisted in the reporting and permitting requirements. WST will issue and document all collector permits, container decals, generator data, vehicle inventory and required insurance certificates.

Any recycler/salvager operating outside of the prescribed permit program will be referred to the City of Industry code enforcement department.

### **2.1 Reporting**

Each and every recycler will be required to submit accurate and verifiable reports as stipulated in IMC 8.20. WST will prepare and mail-out all required monthly blank report logs. Monthly reports will be verified for accuracy and all information contained therein will be gathered into a master database program. All tonnages, points of service (generators), commodities and processing locations will be recorded.

City of Industry personnel will collect all reports and fees. Copies of the payments and original reports shall be submitted to Waste Systems for processing. Waste Systems will not collect any funds from either the recyclers or generators for any aspect of this program. All financial dealings will be processed by City of Industry appointed personnel.

WST requires recyclers to maintain verifiable back-up documentation to substantiate the monthly reports and materials recovered. Verifiable documentation may consist of scale tickets, billing records, dump tickets, and any industry standard reporting documents. All self-haulers will be required to present the same documentation, if requested, as the recyclers. Any generator self-hauling will be required to identify the equipment being used and proof of ownership, additionally; self-haulers will be required to identify a point of final destination.

Waste Systems will reconcile all reports for accuracies so to safeguard against fraudulent reporting.

## **2.2 Database Management**

All program information and data will be kept in a comprehensive database management program. WST will manage a database that will record and document all recycler and generator activities associated with the Salvage/Recycler Permit Program.

All database information including commodities, material handling, container size, bin decal numbers and the generator/recycler relationship will be available for review by city personnel within 24 hours of notice.

## **2.3 Recycler Audits**

When necessary, WST will initiate and perform recycler audits when it discovers inconsistent reporting and/or fraudulent activities. Each audit will include an on-site inspection of all back-up documentation supplied by the particular recycler for that particular reporting period. This Audit will also quantify all tonnages reported, point of generation, and a financial accounting of fees paid.

Any salvager found to be out of compliance or having misreported a number greater than 10% will be referred to the City Investigator for further review.

## **Task 3.0 Mandatory Commercial Recycling Program (AB 341)**

The current recycler/salvage permit program constitutes a significant source of diversion for the City of Industry. In addition, the financial structure of the permit program covers the costs associated with the operation of the program.

For the past number of years, the consultant has overseen the recycler/salvager permit program including; permitting, monitoring, reporting, database management, and recycler audits. With the advent of AB 341 (Mandatory Commercial Recycling) the recycling and reporting program has transitioned from a voluntary program with marginal participation, to a mandatory program that requires citywide participation, monitoring and reporting.

## **3.1 Education Outreach & Monitoring**

Assembly Bill 341 (AB 341) requires that all commercial generators that generate four (4) cubic yards of refuse per week or more, to implement onsite commercial recycling or have their waste processed through a permitted material recovery facility.

AB 341 puts the monitoring and program implementation under the local jurisdiction's control, requiring each municipality to implement mandatory programs and report these actions back to the State of California.

In May of 2014, the City of Industry City Council amended IMC 8.20 requiring all business entities to register as a generator and choose the recycling method they will enact in order to meet the requirements of AB 341.

In 2015, the City and WST distributed a two-page **information/outreach** brochure that described the requirements of AB 341 while soliciting the generators contact information and details on whether the generator had an existing recycling program. WST collected all the information and prepared an exhaustive database that includes the generators desired recycling option, as well as updated contact information, waste generated per week and vital Use Permit information.

During the 2015-2016 fiscal year, WST will continue to manage the generator database, distribute updated outreach materials to all new businesses while maintaining the CalRecycle mandatory annual education outreach to existing covered businesses.

### **3.2 Onsite Technical Assistance**

WST will continue onsite technical assistance in the implementation of city approved commercial recycling programs. WST implements the education and monitoring requirements of AB 939 and AB 341 by working closely with local generators in the setting up of approved recycling programs. WST conducts onsite technical assistance by providing the generators with a zero cost onsite waste and recycling survey. WST meets with the generators key employees, provides a list of options as well as a complete listing of all the permitted recyclers that provide the services that are applicable to the customer.

## Task 4.0 **Mandatory Organic Waste Recycling Program**

On September 28, 2014, Governor Brown signed California Assembly Bill 1826 (AB 1826) into law. Beginning in 2016, AB 1826 requires each covered commercial business within the City of Industry to adopt a number of organic-waste recycling programs that target the entire organic waste stream including; food-waste, green-waste, wood-waste and food soiled paper-waste. AB 1826 mandates that the City of Industry provide all education, technical assistance, generator monitoring and annual reports for all covered commercial businesses.

### **Overview**

By January 1, 2016, local jurisdictions must have in place and organics waste recycling program that identifies each covered generator and that identifies programs that meet the above-mentioned organic waste streams.

A covered commercial business is one that generates the stipulated cubic yards of either organic waste or solid waste as presented bellow.

- **April 1, 2016** – Any commercial business that generates eight (8) cubic yards or more of organic waste per week will be required to arrange for organic waste recycling.
- **January 1, 2017** – Any commercial businesses that generate four (4) cubic yards or more of organic waste per week will be required to arrange for organic waste recycling.
- **January 1, 2019** – Any commercial businesses that generate four (4) cubic yards of **municipal solid waste** will be required to arrange for organic waste recycling.

It is easy to see that time is short and the task is enormous. WST strongly suggests, as recommended by CalRecycle officials, that we focus on the January 2017 goal and immediately identify those covered entities and conduct educational outreach and technical assistance so to meet the 2017 timeline.

### **4.1 Identify Covered Commercial Businesses**

During a recent stakeholders meeting, CalRecycle stated that they expect every jurisdiction to identify covered entities by utilizing the NAISC business codes and implement an approved per employee methodology. CalRecycle stated that they would provide the referenced methodology in the coming months. In addition to the prescribed methodology, jurisdictions are free to submit any additional information that may add to the accuracy of the study.



WST has already conducted research and has been in contact with CalRecycle on avenues by which to identify covered entities. CalRecycle also suggested that in situations that a municipality does not have records of their commercial businesses identifying either the NAISC number or the employee count, to contract with a private listing service such as Dunn and Bradstreet. WST has reached out to Dunn & Bradstreet and has found that their listing services meet all the criteria necessary for this effort. WST will contract with Dunn & Bradstreet for accurate business lists that contain the NAISC number, owner contact information and employee count. WST will geo-code all businesses entities onto an outlined City of Industry boundary map. WST will then delete those entities that reside outside of the city boundaries and then apply the CalRecycle approved methodology to each listed business entity.

Those businesses that meet the requirements of a covered commercial business would be targeted for education outreach documentation and technical assistance. This database will also be utilized in the Use Permit tasks identified later in this proposal.

#### **4.2 Identify infrastructure and opportunities**

One of the key provisions contained in the organics recycling mandate is the requirement that the municipalities must provide the generators with recycling opportunities by identifying individual recycling programs for each of the targeted organic waste streams.

WST will work closely with all the stakeholders, including other jurisdictions, in the identification of permitted organic facilities. Additionally, WST will identify organic recyclers, food banks, rendering companies and other opportunities for review the purpose of meeting these unfunded mandates. All information will be provided to the City Engineer for review and direction.

#### **4.3 Outreach & Technical Assistance (Combined with Task 3.1 and 3.2)**

WST proposes that we augment the existing AB 341 outreach and technical assistance program with an expanded AB 1826 outreach and technical assistance program. Utilizing the both the existing Salvage Permit database, coupled with above-mentioned NAISC database, WST will prepare a targeted covered business mailing list and begin to both identify existing organic recycling while conducting technical assistance to those generators lacking either opportunity or expertise.

## **Task 5.0 Project Management, City Meetings and Annual Reporting**

WST and the City of Industry staff will meet monthly to review all deliverables and program implementation results. WST will prepare an agenda and produce working documents of all programs currently being implemented.

Any and all program difficulties will be presented to staff for comments and suggestions. WST will present a report of hours allocated to each task to date. WST will review program costs, hourly budgets and proposed changes to the tasks pending.

WST will monitor and track all legislation and regulations that may impact the City or selected programs. All bills before the State Assembly, as well as the State Senate that pertain to solid waste will be reviewed and presented to the City Engineer. In the event proposed legislation would have any impact, either positive or negative, WST will recommend appropriate actions to the City Engineer.

WST staff will prepare any and all annual reports for CalRecycle along with the form 303A/B for DTSC. WST staff will be in attendance during all bi-annual reviews and any local CalRecycle required meetings.

### **Optional Task(s)**

## **Task 6.0 Solid Waste Generator & Use Permit**

In 2014 the City Council approved a revision to chapter 8.20 of the IMC, requiring each business operating within the City of Industry to register as a solid waste generator. This was needed in order to satisfy the mandatory commercial recycling requirements of AB 341, while attempting to ascertain an accurate account of the City of Industry business community.

### **6.1 Identify/Outreach**

It is estimated by Dunn & Bradstreet that approximately 3,700 business entities operate within the City of Industry. Currently only 1,725 businesses hold a valid City of Industry Use Permit and many of those are outdated. Last year WST was able to identify 2,535 businesses through old Use Permit records, Industry Manufacturer Council lists and Valley Vista Services records. Of those 2,535 businesses contacted, 1,333 responded through the Solid Waste Generator Form (Form 104). Of the 1,333 respondents, 298 businesses did not have a Use Permit on file. Of the 935 non-respondents, indications are that approximately 410 of them do not have a use permit on file.

WST proposes to utilize the Dunn & Bradstreet listing service for accurate and reliable business data. WST will procure a business data subscription that will identify all active businesses within the City of Industry. The data will include the business entity, the building owner and all contact information for each. WST will merge the new database with our current database and update all business and contact information.

After the new database is merged and all contact information has been updated, those businesses that are newly identified will receive a packet of recycling outreach materials and information regarding Use Permit requirements. Those businesses and building owners that have yet to respond to previous demand letters, it is proposed by WST that we send a certified letter giving warning to both the building owner and occupant of pending administrative action. The letter will be approved and signed by the City Planner. This letter should be the last opportunity to procure a Use Permit before assessing an administrative fine by code enforcement.

For the term of the subscription, WST will receive updates on all businesses and any changes those identified businesses may have encountered. Updates will include name changes, ownership changes, contact information and address changes. WST will monitor all changes and update the database as well as forward address changes, name changes and contact information to the City of Industry.

## **6.2 Geo-Code**

WST will geocode all business entities on Google map in a color-coded overlay. The maps will identify each business, their contact information and their Use Permit status. The geocode maps will aid code enforcement with critical contact information and location identifiers.

**2015-2016 City of Industry Proposal**

Task Title	\$150.00 Principal	\$65.00 Project Mngr.	Total
<b>1.0 Construction Monitoring &amp; Reporting Program</b>			
1.1 Monitoring	40	150	\$15,750.00
1.2 Diversion Tonnage Reporting	30	60	\$8,400.00
1.3 Job-Site Visits/Technical Assistance/Outreach	50	0	\$7,500.00
	<hr/> 120	<hr/> 210	<hr/> \$31,650.00
<b>2.0 Recycling/Salvage Permit Program</b>			
2.1 Reporting & Permitting	150	450	\$51,750.00
2.2 Database Management	0	750	\$48,750.00
2.3 Recycler Audits	20	0	\$3,000.00
	<hr/> 170	<hr/> 1200	<hr/> \$103,500.00
<b>3.0 Mandatory Commercial Recycling</b>			
3.1 Education Outreach & Monitoring	104	215	\$29,575.00
3.2 On-Site Technical Assistance	104	0	\$15,600.00
	<hr/> 208	<hr/> 215	<hr/> \$45,175.00
<b>4.0 Mandatory Organic Recycling</b>			
4.1 Identify Covered Businesses	80	164	\$22,660.00
<i>Dunn &amp; Bradstreet Subscription Service</i>			\$4,800.00
4.2 Identify Opportunities	20	0	\$3,000.00
4.3 Outreach & Technical Assistance	Inc.	Inc.	Inc.
	<hr/> 100	<hr/> 164	<hr/> \$30,460.00
<b>5.0 Project Management/Reporting</b>	200	0	\$30,000.00
<b>Total Cost Estimate</b>	<hr/> 798	<hr/> 1789	<hr/> \$240,785.00
	\$119,700.00	\$116,285.00	
<b>6.0 Solid Waste Generator &amp; Use Permit</b>			
6.1 Identify/Outreach	10	64	\$5,660.00
6.2 Geo-Code	5	65	\$4,975.00
	<hr/> 15	<hr/> 129	<hr/> \$10,635.00

*Please see the following page for a budget/income breakdown.*

## 2015-2016 Budget/Income Projections

Task	Description	2015-2016 Proposal	2014-2015 Income	2015-2016 Projections	Notes
1.0	Construction Monitoring & Reporting	\$ 31,650.00	\$ 0.00	\$ 0.00	No fees associated/State Requirement
2.0	Recycling Permit Program	\$103,500.00	\$189,522.00	\$192,700.00	Sole income generator
3.0	Mandatory Commercial Recycling	\$ 45,175.00	Included	Included	No fees associated/State Requirement
4.0	Mandatory Organics Recycling	\$ 30,460.00	New	Unknown	New state required program, no fee's assoc.
5.0	Project Management	\$ 30,000.00	Included	Included	
6.0	Solid Waste Generator/Use Permit	\$ 10,635.00	\$ 0.00	\$ 0.00	No fees associated with the Business License
		<b>\$251,420.00</b>	<b>\$189,522.00</b>	<b>\$192,700.00</b>	

### Recycling Permit Program Breakdown 2014-2015

- Tonnage – 67,771 x \$2.35 per = \$159,262
  - Permit Fees – 43 x \$500 per = \$ 21,500
  - Permit Fees – 26 x \$200 per = \$ 5,200
  - Decal Fees – 356 x \$10 per = \$ 3,560
- \$189,522**

### Recycling Permit Program Projections 2015-2016

- Tonnage – 70,000 x \$2.35 per = \$164,000
  - Permit Fees – 42 x \$500 per = \$ 20,000
  - Permit Fee – 26 x \$200 per = \$ 5,200
  - Decals – 350 x \$10 per = \$ 3,500
- \$ 192,700**

During the 2013-2014 contract year the City was involved with a lawsuit with an unpermitted recycler regarding permit fees and licensing. The City Attorney (BWS) reviewed all the associated costs and income for the recycling/salvage permit program and determined that certain fees were excessive and unfair. The City Attorney recommended that the fees be lowered, causing a net income decrease of approximately \$51,000 for the 2014-2015 fiscal year. Should those changes not have occurred, the income for 2014-2015 would have been \$240,562 easily covering the \$198,765 contract fee for 2014-2015.

Of all the tasks outlined in the proposal only the recycling permit program has income associated with it. The recycling permit program covers the costs of tasks 1.0, 2.0 and 5.0. Task 3.0 “Mandatory Commercial Recycling” has been in place for only one year, while task 4.0 “Mandatory Organic Recycling” is a new state requirement. All in all, subtracting the new programs (3.0 and 4.0) the contract fees for WST services have always been covered by the income generated by the permit program.

### Waste Systems 2015-2016 Schedule of Fees

**EXHIBIT B**

**KEY PERSONNEL & COMPENSATION**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Jeff Duhamel.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$240,785.00.

**FEE SCHEDULE**

**(See attached Schedule)**

## Exhibit B

Principal	\$150/hour
Senior Consultant	\$135/hour
Administration	\$ 65/hour
Copies/Printing	Cost
Travel	Cost
Postage	Cost

### **Cancellation Clause**

*The City may at any time, for any reason, with or without cause, suspend or terminate this agreement, or any portion hereof, by serving upon Waste Systems Technology, Inc. at least thirty (30) days prior written notice. Upon receipt of said notice, Waste Systems Technology, Inc. shall immediately cease all work under this agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this agreement such suspension or termination shall not void or invalidate the remainder of this agreement.*

*In the event this agreement is terminated pursuant to this section, the City shall pay to Waste Systems Technology, Inc. the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, Waste Systems Technology, Inc. will submit an invoice to the City pursuant to this proposal.*

**EXHIBIT C**  
**INSURANCE**

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

- B. **Commercial General Liability Insurance.** Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.
- C. **Business Automobile Insurance.** Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant's employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.
- D. **Professional Liability (Errors & Omissions) Insurance.** This coverage must be on a "claims made" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant's services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the City, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.



- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- H. **Primary Insurance.** Each of the commercial general liability and business auto insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by City will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to City.
- I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City Attorney. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to City. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to City.
- L. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
- M. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against City, its officials, officers,

employees, agents and volunteers, and each insurer must issue a certificate to the City evidencing this waiver of subrogation rights.

- N. **Subcontractor Insurance.** Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both City and Consultant must be named as additional insured under the subcontractor's general liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.
- O. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- P. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- Q. **Higher Limits of Insurance.** If Consultant maintains higher limits of insurance than the minimums shown above, City will be entitled to coverage for the higher limits maintained by Consultant.
- R. **Evaluation and Revision of Coverage.** City retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation under this Agreement.



*CITY COUNCIL*

ITEM NO. 7.2



## MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager *Paul J. Philips*

Staff: Clement N. Calvillo, CNC Engineering *CNC*  
Upendra Joshi, CNC Engineering *UJ*

Date: January 6, 2016

**SUBJECT:** Southern California Edison (SCE) Vault Replacements on Gale Avenue  
Immediately East of Azusa Avenue (JN-6207)

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The City has received an application for an encroachment permit for a replacement of an existing electric vault on Gale Avenue just east of Azusa Avenue. This vault was installed by SCE in the mid 1960's using quick set concrete. The quick set concrete in the 1960's was not as strong and as a result SCE has had to repair this vault several times. The vault is cracked beyond repair. In addition whenever there is a new connection required, SCE used to core directly through the vault and the existing steel reinforcing bars have corroded over time. Now it is to the point that this vault needs to be replaced before it fails due to insufficient structural strength.

In order to replace this vault, SCE is requesting to have an extended closure along Gale Avenue. SCE has requested to close the east bound curb lane for a maximum of 4 weeks. During construction the existing two way left-turn lane (TWLTL) will be converted to a single east bound lane. All lanes will be opened to traffic after four weeks.

This report is being provided for informational purposes only.

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PJP/CC/UJ:af

**SYMBOL LEGEND**

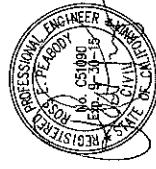
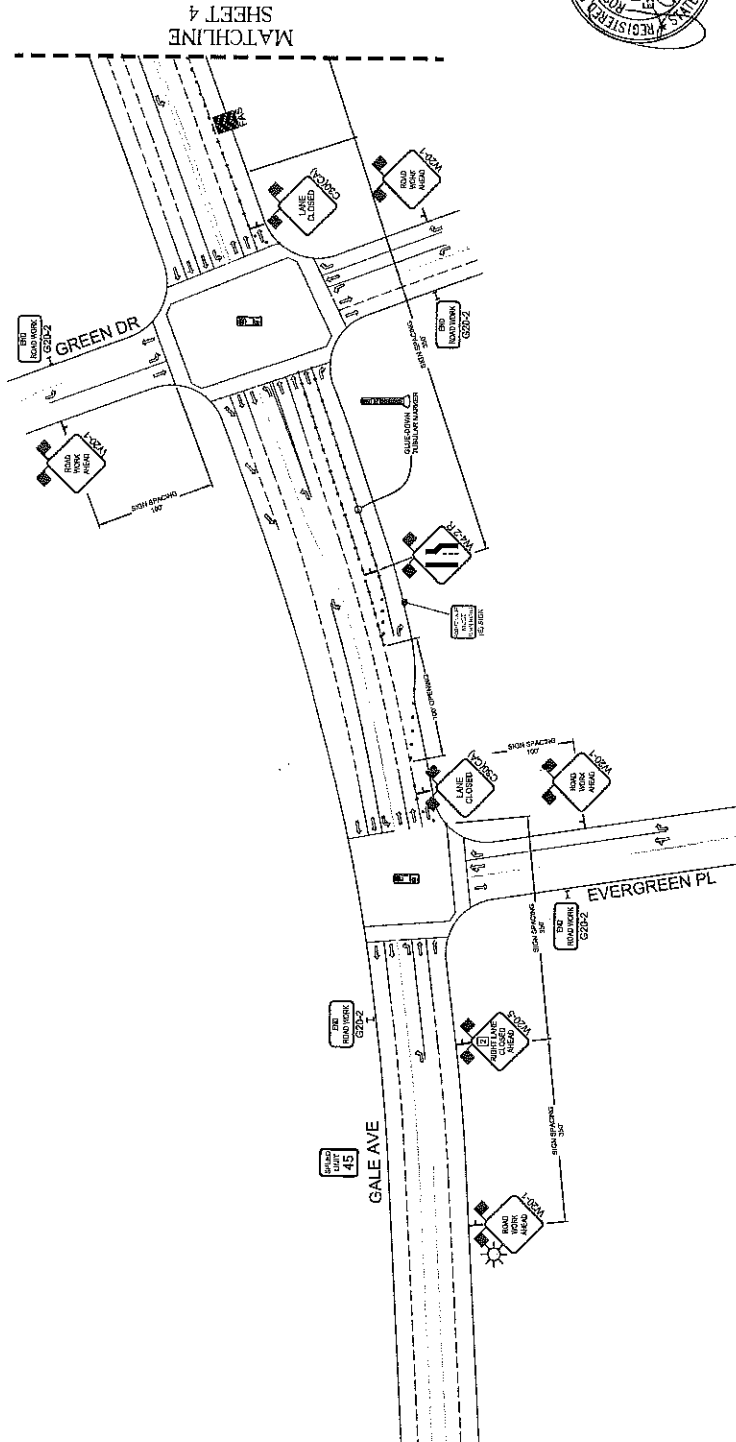
	CONSTRUCTION SIGN
	FLAG
	TRAFFIC SIGN
	TYPE II BARRICADE
	TYPE III BARRICADE
	NO PARKING SIGN (TYPE BARRICADE TO BE PLACED 48 HOURS IN ADVANCE)
	FLASHING ARROW BOARD

**NOTES**

- CONTRACTOR SHALL MAINTAIN PROVIDE ACCESS TO ALL DRIVEWAYS AFFECTED BY THE WORK AREA.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ASSIST PEDESTRIANS AROUND WORK AREA.
- CONTRACTOR SHALL MAINTAIN A MINIMUM 4' ADA-COMPLIANT PATH OF TRAVEL FOR PEDESTRIANS.
- CONTRACTOR SHALL MAINTAIN CHANNELING DEVICE SPACING FOR ALL SPEEDS.
- W2-T1 (ROAD WORK AHEAD) SIGNS SHALL BE PLACED ON ALL SIDE STREETS BETWEEN THE WORK AREA AND THE FIRST SIGN ENCOUNTERED BY TRAFFIC ON THE HWY.

**FOR NIGHT WORK**

- NOTE: LIGHT PLANT TO BE USED TO ILLUMINATE WORK AREA AND FLAGMEN.
- NOTE: FLASHING ARROW BOARD TO BE USED TO ILLUMINATE WORK AREA.



<p>PROJECT NO. 1516721          DRAWN: SM          DESIGNED: SM          CHECKED: CAA          DATE: JUNE 18, 2015</p>		<p>24 HOUR SET-UP</p> <p>SHEET NO. 1 OF 2</p>												
<p>LOCATION: GALE AVE, CITY OF INDUSTRY, CA</p>														
<p>CONTACT: MARIA JIMANA          PHONE: 951.382.2653</p>														
<p>SOUTHERN CALIFORNIA  <b>EDISON</b>          AN EDISON INTERNATIONAL COMPANY</p>														
<p><b>ALMENDARIZ</b></p> <p>1138 SUNCAST LN STE 9          EL DORADO HILLS CA 95762          (951) 361-1711 OFFICE (951) 757-7022 FAX          CA, SLL, LLC (916) 860</p>														
<p>ROADS &lt; 50 MPH:          MINIMUM 36" SIGN PANELS          (48" SIGNS MAY BE USED)</p>	<p>ROADS ≥ 50 MPH:          MINIMUM 48" SIGN PANELS</p>	<p>ALMENDARIZ CONSULTING ENGINEERS SHALL BE RESPONSIBLE IN THE CASE OF ANY ACCIDENT, INJURY, OR DEATH OCCURRING DURING THE USE OF THESE SIGNS AND PANELS. THESE SIGNS AND PANELS ARE NOT TO BE REPLICATED FOR USE BY ANY PERSONS NOT INCLUDED IN THE CONTRACT WITHOUT THE CONSENT OF THE CONSULTING ENGINEER.</p>												
<p>TDY 591165</p>														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUE FOR CONTRACTOR</td> <td>CA</td> <td>2015.06.27</td> </tr> <tr> <td>2</td> <td>PER CITY COMMENTS</td> <td>CA</td> <td>2015.07.02</td> </tr> </tbody> </table>			NO.	REVISIONS	DATE	BY	1	ISSUE FOR CONTRACTOR	CA	2015.06.27	2	PER CITY COMMENTS	CA	2015.07.02
NO.	REVISIONS	DATE	BY											
1	ISSUE FOR CONTRACTOR	CA	2015.06.27											
2	PER CITY COMMENTS	CA	2015.07.02											

**SYMBOL LEGEND**

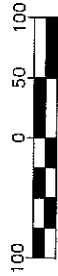
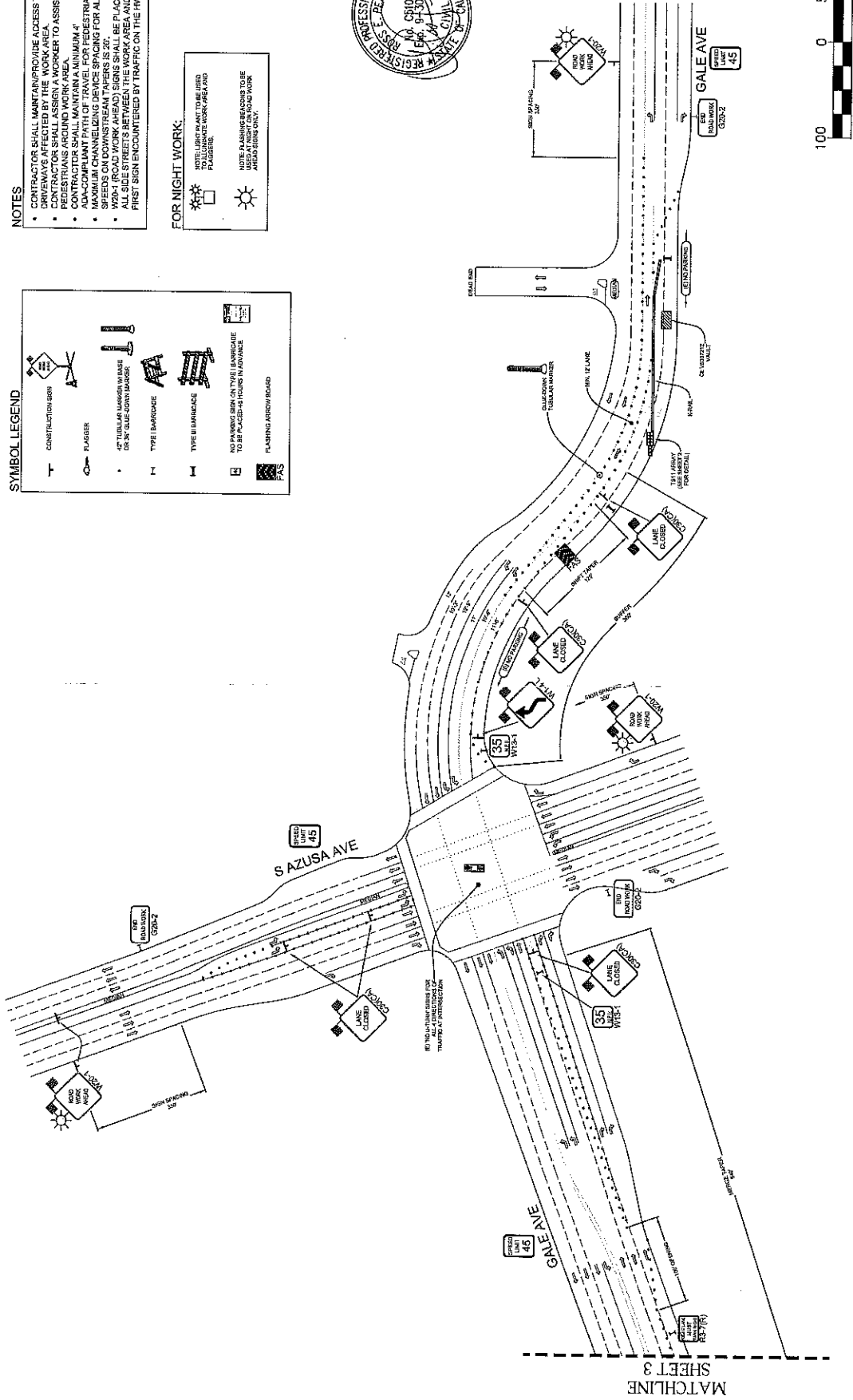
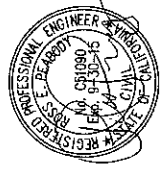
	CONSTRUCTION SIGN
	FLAGGER
	42" TUBULAR MARKER W/ BASE OR 3" CUBE SIGN MARKER
	TYPE I BARRICADE
	TYPE II BARRICADE
	NO PARKING SIGN (ON TYPE I BARRICADE TO BE PLACED 48 HOURS IN ADVANCE)
	FLASHING ARROW BOARD

**NOTES**

- CONTRACTOR SHALL MAINTAIN SUFFICIENT ACCESS TO ALL DRIVEWAYS AFFECTED BY THE WORK.
- CONTRACTOR SHALL ASSIGN A WORKER TO ASSIST PEDESTRIANS AROUND WORK AREA.
- CONTRACTOR SHALL MAINTAIN A MINIMUM 4' CLEARANCE FROM ALL PEDESTRIANS.
- MAXIMUM CHANNELING DEVICE SPACING FOR ALL SPEEDS ON DOWNSTREAM TAPER IS 20'.
- WSP-1 (ROAD WORK AHEAD) SIGNS SHALL BE PLACED ON ALL SIDE STREETS BETWEEN THE WORK AREA AND THE FIRST SIGN ENCOUNTERED BY TRAFFIC ON THE HWY.

**FOR NIGHT WORK:**

- NOTE: LIGHT PAINT TO BE USED TO ILLUMINATE WORK AREA AND FLAGGERS.
- NOTE: FLASHING RED/WHITE TUBE AREA SIGNS ONLY.



**24 HOUR SET-UP**

PROJECT NO. 150621  
 DRAWN: SM  
 DESIGNED: SM  
 CHECKED: CAA  
 DATE: JUNE 18, 2015  
 SHEET NO. 2 OF 2

LOCATION: GALE AVE, CITY OF INDUSTRY, CA  
 CONTACT: MARIA LIMANA  
 PHONE: 626.338.2553

SOUTHERN CALIFORNIA  
**EDISON**  
 An EDISON INTERNATIONAL Company

**ALMENDARIZ**  
 1158 SUNCAST LN, STE 9  
 EL DORADO HILLS, CA 95762  
 (888) 338-1211 OFFICE | (888) 766-1022 FAX  
 CA 151 LLC • 988866

**ROADS < 50 MPH:**  
 MINIMUM 36" SIGN PANELS  
 (48" SIGNS MAY BE USED)

**ROADS ≥ 50 MPH:**  
 MINIMUM 48" SIGN PANELS

ALMENDARIZ ASSUMES THE WORKER'S RESPONSIBILITY FOR THE CARE OF ANY ACCIDENT, INJURY, OR DEATH OCCURRING DURING THE USE OF PANELS NOT INCLUDED IN THIS CONTRACT SUBJECT TO THE SIGNATURE OF THE CONTRACTOR.

TDY 931165

NO.	DATE	BY	REVISIONS
1	06/18/15	SM	ADD PANEL FOR CONSTRUCTION
2	06/18/15	CAA	PER CITY COMMENTS

MATCHLINE  
 SHEET 3

*CITY COUNCIL*

ITEM NO. 7.3





## MEMORANDUM

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

**From:** Paul Philips, City Manager *Paul Philips*

**Staff:** Alex Gonzalez, Director of Administrative Services  
Clem Calvillo, CNC Engineering  
Josh Nelson, CNC Engineering

**Date:** January 14, 2016

**SUBJECT:** Consideration of Resolution CC 2016-03 Confirming the Continued Existence of an Emergency Condition for Follows Camp Facilities Maintenance and Repair Project Pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code

The City retains title to 84.37 acres of land commonly known as "Follows Camp" at 23100 and 23400 E. East Fork Road in Azusa ("Property"). The Property is situated in the San Gabriel Mountains, adjacent to the boundaries of the San Gabriel Mountains National Monument above the cities of Azusa and Glendora. The Property currently contains two crossing points over the East Fork of the San Gabriel River, a small bridge commonly known as the "Railroad Car Bridge" and an Arizona Crossing. During storm events, the waterway is a dynamic system which moves large quantities of debris which includes large cobbles, sand, and trees within the riverbed limits. As a result of storm events that have accumulated debris in the riverbed, the Railroad Car Bridge maintains less than one foot of freeboard on its northern end, and the Arizona Crossing is impassable due to downed trees and debris.

Based on the predicted severity of winter El Niño driven storm events, it has been determined that emergency repair activities are necessary to ensure: 1) the structural integrity of the Railroad Car Bridge, 2) the structural integrity of the Arizona Crossing, and 3) the structural integrity of the East Fork Road. It is critical to maintain the integrity of these assets to: maintain access to Southern California Edison powerlines on the Follows Camp property ridgeline that serve Camp Williams and National Forest Service properties, and ensure the structural integrity of the East Fork Road, which is a critical link within the National Monument and the only road that parallels the East Fork of the San Gabriel River.

On November 25, 2015 the City Council adopted Resolution 2015-42 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and

necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

On November 27, 2015, the City received Notice to Proceed from the U.S. Army Corps of Engineers under Region General Permit (RGP) No. 63 for Repair and Protection Activities in Emergency Situations.

On December 10, 2015 the City Council adopted Resolution 2015-45 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions.

Pre-construction site preparation commenced on December 14, 2015. Work commenced and was completed on the Arizona Crossing December 21, 2015. Work on the Railroad Car Bridge occurred on December 23, 2015 and December 29, 2015; with completion of the Railroad Car Bridge activities on December 29, 2015.

On December 29, 2015 Sage Environmental Group notified the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service that work on the Railroad Car Bridge and the Arizona Crossing were completed without any direct contact to open waters and no contact with endangered species.

Work remains to be completed on stabilizing the East Fork Road. The City is currently waiting for approval from Los Angeles County Building and Safety to commence the road repairs, no further work is scheduled near open waters. The pause in construction activities due to the delayed permitting action of LA County Building and Safety will increase the final cost of the project by an undetermined amount, as the construction contractor has been forced to store materials on-site in an area away from the stream bed and later return on an undetermined future date to complete the project once Building and Safety provides approval. The original proposal from the contractor did not include this additional step and the delay in work due to permit processing, as LA County initially instructed the City that a permit was not required for the project.

The City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Code, in the event of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process. In accordance with the provisions of Section 22050(a)(2) of the Public Contract Code, it is necessary for the City Council to make a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

Under the provisions of Section 22050 of the Public Contract Code, upon adoption of an emergency action, the City Council must review the emergency action at every regularly

scheduled meeting until the action is terminated, to determine, whether by a four-fifths vote, there is a need for continued action. The City Council's adoption of Resolution CC 2016-03 would make the findings needed pursuant to the California Public Contract Code Section 22050 to continue the declared emergency action to allow the City Manager to immediately retain the services necessary to complete the work.

Pursuant to California Public Contracts Code Section 22050, the City Council will be provided project updates at every regularly scheduled Council meeting until the project is completed.

#### Exhibits

A: Resolution No. CC 2016-03

**EXHIBIT A**

**Resolution No. CC 2016-03**

[Attached]

## RESOLUTION NO. CC 2016-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT THE FOLLOWS CAMP PROPERTY AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE**

### RECITALS

**WHEREAS**, the City owns 84.37 acres of land commonly known as "Follows Camp" located at 23100 and 23400 E. East Fork Road in Azusa ("Property"); and

**WHEREAS**, the Property currently has two crossing points over the East Fork of the San Gabriel River, a small bridge commonly known as the "Railroad Car Bridge" and an Arizona Crossing. During storm events, the waterway is a dynamic system which moves large quantities of debris which includes large cobbles, sand, and trees within the riverbed limits. Due to storm events that have accumulated debris in the riverbed, the Railroad Car Bridge maintains less than one foot of freeboard on its northern end, and the Arizona Crossing is impassable due to downed trees and debris; and

**WHEREAS**, given the predicted severity of winter El Niño driven storm events, it has been determined that emergency repair activities are necessary to ensure the structural integrity of the Railroad Car Bridge; the structural integrity of the Arizona Crossing; and the structural integrity of the East Fork Road; and

**WHEREAS**, the City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Municipal Code, in the event of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process; and

**WHEREAS**, on November 25, 2015 the City Council adopted Resolution 2015-42 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property, and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions; and

**WHEREAS**, on December 10, 2015 the City Council adopted Resolution 2015-45 for the Follows Camp Facilities Maintenance and Repairs Project, declaring that the

public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property, and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors to respond to the emergency conditions; and

**WHEREAS**, the City has applied for, and received, a permit from the U.S. Army Corps of Engineers to perform emergency maintenance and repair activities; and

**WHEREAS**, pursuant to Section 22050 of the Public Contract Code, upon adoption of an emergency action, the City Council must review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, whether by a four-fifths vote, there is a need for continued action; and

**WHEREAS**, there is a need for continued emergency action at the Property to ensure the structural integrity of the Railroad Car Bridge; the structural integrity of the Arizona Crossing; and the structural integrity of the East Fork Road.

**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 Council hereby finds and determines that due to the prediction of increased winter storm activity as a result of El Niño conditions, continued, immediate attention must be taken to ensure the viability of the river crossings over the East Fork of the San Gabriel River at Follows Camp to ensure access to the area's electrical distribution lines. Moreover, continued, immediate attention must be taken to protect the East Fork Road adjacent to Follows Camp, as it provides a critical link in the area to Camp Williams and National Forest Service properties just east of Follows Camp. The U.S. Army Corps of Engineers also determined that emergency conditions are currently present at the Property and approved the City's request to complete the necessary steps to rectify the emergency situation.

**SECTION 3:** Based on the foregoing, pursuant to California Public Contract Code Section 22050 and Section 3.52.110 of the City's Municipal Code, the City Council hereby finds that an emergency situation continues to exist and declares that the public interest and necessity demand the immediate expenditure of public money for such repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the California Public Contract Code. The emergency will not permit a delay resulting from a competitive solicitation for bids, and the action is necessary to respond to the emergency. The City Council hereby continues to waive competitive bidding under Public Contract Code 22050, and Section 3.52.110 of the City's Municipal Code.

**SECTION 4:** The City Council hereby authorizes the City Manager to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s), for the Follows Camp emergency repair project.

**SECTION 5:** The City Council shall review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

**SECTION 7:** 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 8:** 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 meeting held on January 14, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Mark D. Radecki, Mayor

**ATTEST:**

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Cecelia Dunlap, Deputy City Clerk