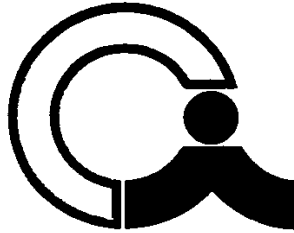


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

MAY 26, 2016
9:00 AM



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

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

- 4.1 Presentation by Lacey Withers, Principal with Withers & Sandgren Landscape Architecture on the Puente Hills Landfill Park Project.

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

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

- 5.2 Consideration of the minutes of the November 25, 2015 special meeting; December 10, 2015 regular meeting; and December 17, 2015 special meeting

RECOMMENDED ACTION: Approve as submitted.

- 5.3 Consideration of a Conflict Waiver for Casso & Sparks, LLP, regarding license agreements for the City of La Puente's use of City of Industry's Park & Ride lot

RECOMMENDED ACTION: Approve the Conflict Waiver.

- 5.4 Consideration of Resolution No. CC 2016-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 1123 – 1135 HATCHER AVENUE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-26.

- 5.5 Consideration of Resolution No. CC 2016-34 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE CITY OF LA PUENTE IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE FORTUNATO JIMINEZ INDEPENDENCE DAY CELEBRATION AND FIREWORKS SHOW

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-34.

- 5.6 Consideration of Resolution No. CC 2016-35 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE

PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 17545 GALE AVENUE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-35.

- 5.7 Consideration of Resolution No. CC 2016-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR NORTH SIDE OF STAFFORD STREET/WEST OF GLENDORA, APN: 8208-025-943, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-36.

- 5.8 Consideration of Resolution No. CC 2016-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 208 WADDINGHAM WAY, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-37.

- 5.9 Consideration of an Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds between the City of Industry and the Los Angeles County Metropolitan Transportation Authority in the amount of \$16,346.55

RECOMMENDED ACTION: Approve the Agreement, and authorize the City Manager to complete the Automatic Clearing House (ACH) Payment Authorization Form.

- 5.10 Consideration to authorize the sale of safe and sane fireworks to the following applicants:

Friends of Industry Sheriff's Station, Workman High School Athletic Boosters, Bassett High School Olympian Booster, Wilson High School Athletics Boosters, Rowland High School Huddle Club, La Puente High School Athletics, Nogales High School Regiment Boosters, Los Altos High School Quarterback Club, Bishop Amat Memorial High School, Lyle Olsen Memorial Foundation, West Covina Youth Pony Baseball, Southland Christian High School, Cory Lidle Foundation, Knights of Columbus # 6028, Bassett Education Foundation, North View Vikings Baseball, Praise

Chapel, La Puente, A Place of Hope, Kiwanis Club of Hacienda Heights, San Gabriel Valley YMCA

RECOMMENDED ACTION: Authorize the sale of safe and sane fireworks subject to the regulations set forth in the Industry Municipal Code Section 15.28.070.

- 5.11 Consideration of a Professional Services Agreement for Broker of Record Designation Services between the City of Industry and Keenan & Associates to investigate and negotiate Property and Casualty Insurance Policies

RECOMMENDED ACTION: Approve the Agreement.

6. **ACTION ITEMS**

- 6.1 Consideration of Resolution No. CC 2016-33 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING THE 2016-2017 APPROPRIATIONS LIMIT AND SELECTING THE GROWTH IN THE CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

RECOMMENDED ACTION: Adopt Resolution No. CC 2016-33.

- 6.2 Consideration of a Professional Services Agreement between the City of Industry and William Lockyer, Esq., for Independent Reform Advisory Consulting Services

RECOMMENDED ACTION: Approve the Agreement.

- 6.3 Consideration of a Right-of-Way Agreement between the City of Industry and Verizon Wireless, and the issuance of an Encroachment Permit, for a new cell site located on Hanover Road

RECOMMENDED ACTION: Approve the Right-of-Way Agreement and issuance of an Encroachment Permit.

- 6.4 Consideration of a Right-of-Way Agreement between the City of Industry and Verizon Wireless, and the issuance of an Encroachment Permit, for a new cell site located on Castleton Street and Walnut Hall Road

RECOMMENDED ACTION: Approve Right-of-Way Agreement and issuance of an Encroachment Permit.

- 6.5 Consideration of a Right-of-Way Agreement between the City of Industry and Verizon Wireless, and the issuance of an Encroachment Permit, for a new cell site located on Walnut Hall Road and Keystone Street

RECOMMENDED ACTION: Approve the Right-of-Way Agreement and issuance of an Encroachment Permit.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Zerep Management Corp., et al.
Los Angeles Superior Court
Case No. BC583096

11. Adjournment. Next regular meeting: Thursday, June 9, 2016 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MAY 26, 2016**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
100	GENERAL FUND	2,378,215.81
120	CAPITAL IMPROVEMENT FUND	319,086.90
161	IPUC - ELECTRIC	229,293.98
TOTAL ALL FUNDS		2,926,596.69

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	92,748.68
REF	REFUSE - CKING ACCOUNT	1,234,753.59
WFBK	WELLS FARGO - CKING ACCOUNT	1,599,094.42
TOTAL ALL BANKS		2,926,596.69

**CITY OF INDUSTRY
BANK OF AMERICA
May 26, 2016**

Check	Date			Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1380	05/10/2016			CITY OF INDUSTRY	\$17,675.68
	Invoice	Date	Description		Amount
	05/10/16	05/10/2016	TRANSFER FUNDS-ELECTRIC		\$17,675.68

CITYGEN.CHK - City General

24309	05/06/2016			CIVIC RECREATIONAL INDUSTRIAL	\$75,000.00
	Invoice	Date	Description		Amount
	05/06/16	05/06/2016	TRANSFER FUNDS-CRIA A/P		\$75,000.00

PARKCIT.CHK - Parking Citation Checking

563	05/11/2016			DANG, TOMMY	\$73.00
	Invoice	Date	Description		Amount
	05/11/16	05/11/2016	REFUND-CITATION #130181		\$73.00

Checks	Status	Count	Transaction Amount
	Total	3	\$92,748.68

**CITY OF INDUSTRY
WELLS FARGO REFUSE
May 26, 2016**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT198	05/02/2016		CITY OF INDUSTRY DISPOSAL CO.	\$1,234,047.13
	Invoice	Date	Description	Amount
	2511994	05/02/2016	REFUSE SVC 4/1-4/30/16	\$1,234,047.13
4232	05/02/2016		CITY SERVICE PAVING	\$706.46
	Invoice	Date	Description	Amount
	05/02/016	05/02/2016	CONTRUCTION DEPOSIT REFUND-ACCT #102902	\$706.46

Checks	Status	Count	Transaction Amount
	Total	2	\$1,234,753.59

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
May 26, 2016

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
63943	05/10/2016		D M V RENEWAL	(\$365.00)
	Invoice	Date	Description	Amount
	98407C1-16	04/25/2016	VOIDED-PAID BY IUDA	(\$365.00)

Check	Status	Count	Transaction Amount
	Total	1	(\$365.00)

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
63981	05/05/2016		RESERVE ACCOUNT	\$1,000.00
	Invoice	Date	Description	Amount
	05/02/16	05/02/2016	POSTAGE FOR ACCOUNT #15775679	\$1,000.00
63982	05/06/2016		SAN GABRIEL VALLEY WATER	\$25.00
	Invoice	Date	Description	Amount
	05/04/16	05/04/2016	FEE FOR CONFERENCE ON 5/18/16	\$25.00
63983	05/10/2016		FIRST AMERICAN TITLE INSURANCE	\$2,150.00
	Invoice	Date	Description	Amount
	05/09/16-A	05/09/2016	TITLE REPORTS FOR TONNER CYN - ORANGE	\$2,150.00
63984	05/10/2016		FIRST AMERICAN TITLE INSURANCE	\$1,850.00
	Invoice	Date	Description	Amount
	05/09/16	05/09/2016	TITLE REPORTS FOR TONNER CYN - LA COUNTY	\$1,850.00
63985	05/10/2016		FRONTIER	\$217.79
	Invoice	Date	Description	Amount
	2016-00001317	04/22/2016	04/22-05/21/16 SVC - GENERATOR SITE-TELEMETRY	\$53.07
	2016-00001318	04/22/2016	04/22-05/21/16 SVC - ELECTRIC MODEM	\$50.36
	2016-00001319	04/25/2016	04/25-05/24/16 SVC - ELECTRIC MODEM	\$50.36
	2016-00001320	04/25/2016	04/25-05/24/16 SVC - ELECTRIC MODEM	\$64.00
63986	05/10/2016		GAS COMPANY, THE	\$84.22
	Invoice	Date	Description	Amount
	2016-00001359	04/27/2016	03/25-04/25/16 SVC - 15415 DON JULIAN RD	\$84.22
63987	05/10/2016		LA PUENTE VALLEY COUNTY	\$10,963.62
	Invoice	Date	Description	Amount
	2016-00001333	04/19/2016	02/17-04/19/16 SVC - HUDSON AVE (IRRI)	\$267.76
	2016-00001334	04/19/2016	02/17-04/19/16 SVC - 211 HACIENDA BLVD (IRRI)	\$94.39
	2016-00001335	04/19/2016	02/17-04/19/16 SVC - HACIENDA & STAFFORD (IRR)	\$209.26

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
2016-00001336	04/19/2016	02/17-04/19/16 SVC - HACIENDA & STAFFORD ST (I)	\$170.26	
2016-00001337	04/19/2016	02/17-04/19/16 SVC - 285 HACIENDA BLVD (IRRI)	\$82.69	
2016-00001338	04/19/2016	02/17-04/19/16 SVC - 1 AZUSA WAY (IRRI)	\$370.31	
2016-00001339	04/19/2016	02/17-04/19/16 SVC - 15415 DON JULIAN RD (IRRI)	\$724.95	
2016-00001340	04/19/2016	02/17-04/19/16 SVC - PARRIOTT & DON JULIAN RD(I)	\$144.91	
2016-00001341	04/19/2016	02/17-04/19/16 SVC - DON JULIAN RD	\$894.55	
2016-00001342	04/19/2016	02/17-04/19/16 SVC - STAFFORD ST (IRRI)	\$300.91	
2016-00001343	04/19/2016	02/17-04/19/16 SVC - 220 HACIENDA BLVD (IRRI)	\$258.01	
2016-00001344	04/19/2016	02/17-04/19/16 SVC - 15522 NELSON AVE	\$63.19	
2016-00001345	04/19/2016	02/17-04/19/16 SVC - NELSON AVE (IRRI)	\$743.56	
2016-00001346	04/19/2016	02/17-04/19/16 SVC - SOTRO ST (IRRI)	\$540.76	
2016-00001347	04/19/2016	02/17-04/19/16 SVC - RAUSCH RD (IRRI)	\$172.39	
2016-00001348	04/19/2016	02/17-04/19/16 SVC - 15651 STAFFORD ST	\$692.86	
2016-00001349	04/19/2016	02/17-04/19/16 SVC - RAUSCH RD (IRRI)	\$186.04	
2016-00001350	04/19/2016	02/17-04/19/16 SVC - STAFFORD & OLD VALLEY (I)	\$318.46	
2016-00001351	04/19/2016	02/17-04/19/16 SVC - ALONG RAILROAD TRACK (I)	\$696.76	
2016-00001352	04/19/2016	02/17-04/19/16 SVC - PROCTOR & EL ENCANTO (I)	\$242.41	
2016-00001353	04/19/2016	02/17-04/19/16 SVC - HACIENDA BLVD (IRRI)	\$53.44	
2016-00001354	04/19/2016	02/17-04/19/16 SVC - 15415 DON JULIAN RD (IRRI)	\$1,668.75	
2016-00001355	04/19/2016	02/17-04/19/16 SVC - 15414 DON JULIAN RD (IRRI)	\$570.01	
2016-00001356	04/19/2016	02/17-04/19/16 SVC - 15414 DON JULIAN RD	\$141.01	
2016-00001357	04/19/2016	02/17-04/19/16 SVC - 201 STAFFORD ST (IRRI)	\$1,290.84	
2016-00001358	04/19/2016	02/17-04/19/16 SVC - VALLEY BLVD (IRRI)	\$65.14	
63988	05/10/2016	SAN GABRIEL VALLEY WATER CO.	\$6,332.58	
	Invoice	Date	Description	Amount
	2016-00001321	04/28/2016	03/25-04/27/16 SVC - CROSSROADS PKWY STA 103-	\$139.86
	2016-00001322	04/28/2016	03/25-04/27/16 SVC - CROSSROADS PKWY SOUTH	\$513.96
	2016-00001323	04/28/2016	03/25-04/27/16 SVC - CROSSROADS PKWY STA 129-	\$804.46
	2016-00001324	04/28/2016	03/25-04/27/16 SVC - CROSSROADS PKWY SOUTH	\$1,081.13
	2016-00001325	04/28/2016	03/25-04/27/16 SVC - CROSSROADS PKWY NORTH	\$1,164.64
	2016-00001326	04/28/2016	03/25-04/27/16 SVC - IRRIG SALT LAKE/SEVENTH	\$179.92

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00001327	04/28/2016	03/25-04/27/16 SVC - PELLISSIER	\$233.81
	2016-00001328	04/28/2016	03/25-04/27/16 SVC - S/E COR OF PELLISSIER	\$733.18
	2016-00001329	04/28/2016	03/25-04/27/16 SVC - PECK/UNION PACIFIC BRIDGE	\$472.21
	2016-00001330	04/28/2016	03/25-04/27/16 SVC - PELLISSIER	\$299.92
	2016-00001331	04/28/2016	03/25-04/27/16 SVC - PELLISSIER	\$360.86
	2016-00001332	04/28/2016	03/25-04/27/16 SVC - CROSSROADS PKWY STA 111-	\$348.63
63989	05/10/2016		SHELL ENERGY NORTH AMERICA-	\$83,616.00
	Invoice	Date	Description	Amount
	1623984	05/04/2016	WHOLESALE USE-APR 2016	\$83,616.00
63990	05/10/2016		SO CALIFORNIA EDISON COMPANY	\$1,467.84
	Invoice	Date	Description	Amount
	2016-00001361	04/27/2016	03/01-04/25/16 SVC - 600 S BREA CYN RD	\$127.22
	2016-00001362	04/27/2016	03/28-04/26/16 SVC - 17378 E GALE B	\$30.44
	2016-00001363	04/27/2016	03/28-04/26/16 SVC - 745 ANAHEIM-PUENTE RD CP	\$62.07
	2016-00001364	04/28/2016	03/28-04/26/16 SVC - BREA CYN VARIOUS SITES	\$477.02
	2016-00001365	04/29/2016	03/30-04/28/16 SVC - 137 N HUDSON AVE	\$239.75
	2016-00001366	04/30/2016	03/30-04/28/16 SVC - VARIOUS SITES	\$531.34
63991	05/10/2016		SO CALIFORNIA EDISON COMPANY	\$4.01
	Invoice	Date	Description	Amount
	2016-00001360	04/26/2016	03/24-04/25/16 SVC - 5010 ENGLISH RD	\$4.01
63992	05/10/2016		STATE COMPENSATION INS. FUND	\$2,937.08
	Invoice	Date	Description	Amount
	MAY 2016	05/03/2016	PREMIUM FOR 5/1-6/1/16	\$2,937.08
63993	05/17/2016		CARLSON, CALLADINE &	\$10,000.00
	Invoice	Date	Description	Amount
	5/17/16	05/17/2016	RETAINER FEE	\$10,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date				Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo						
63994	05/17/2016				AT & T	\$9.07
	Invoice	Date	Description		Amount	
	2016-00001400	05/01/2016	05/01-05/31/16 SVC - CITY WHITE PAGES		\$9.07	
63995	05/17/2016				FRONTIER	\$2,315.69
	Invoice	Date	Description		Amount	
	2016-00001381	04/28/2016	04/28-05/27/16 SVC - EM-179 S. GRAND		\$36.69	
	2016-00001382	04/28/2016	04/28-05/27/16 SVC - ELECTRIC MODEM		\$50.36	
	2016-00001383	04/28/2016	04/28-05/27/16 SVC - EM-21912 GARCIA LN-ALARM		\$64.00	
	2016-00001408	05/01/2016	05/01-05/31/16 SVC - VARIOUS GENERATOR SITES		\$1,022.40	
	2016-00001409	05/01/2016	05/01-05/31/16 SVC - CITY HALL FAXES		\$523.41	
	2016-00001410	05/01/2016	05/01-05/31/16 SVC - VARIOUS SITES		\$300.23	
	HATCHER-MAY16	05/01/2016	05/01-05/31/16 SVC - HATCHER WAREHOUSE		\$48.89	
	2016-00001411	05/01/2016	05/01-05/31/16 SVC - TRES HERMANOS BARN		\$49.21	
	2016-00001412	05/01/2016	05/01-05/31/16 SVC - GENERATOR SITE-TELEMETRY		\$50.36	
	2016-00001413	05/01/2016	05/01-05/31/16 SVC - GENERATOR SITE-TELEMETRY		\$53.07	
	2016-00001414	05/04/2016	05/04-06/03/16 SVC - EM-21858 GARCIA LN		\$64.00	
	2016-00001415	05/04/2016	05/04-06/03/16 SVC - GS-21620 VALLEY BLVD		\$53.07	
63996	05/17/2016				GAS COMPANY, THE	\$613.59
	Invoice	Date	Description		Amount	
	1135HATCHR-MAY16	05/04/2016	04/01-05/02/16 SVC - 1135 HATCHER AVE		\$18.01	
	2016-00001378	05/04/2016	04/01-05/02/16 SVC - 710 NOGALES ST		\$16.20	
	2016-00001379	05/06/2016	04/05-05/04/16 SVC - 1 INDUSTRY HILLS PKWY		\$16.12	
	2016-00001380	05/06/2016	04/05-05/04/16 SVC - 2700 CHINO HILLS PKWY		\$57.86	
	2016-00001403	05/09/2016	04/01-05/01/16 SVC - 1 INDUSTRY HILLS PKWY UNIT		\$58.15	
	2016-00001404	05/10/2016	04/07-05/06/16 SVC - 15625 STAFFORD ST APT A		\$148.46	
	2016-00001405	05/10/2016	04/07-05/06/16 SVC - 15625 STAFFORD ST APT B		\$15.21	
	2016-00001406	05/10/2016	04/07-05/05/16 SVC - 15651 STAFFORD ST		\$74.90	
	2016-00001407	05/10/2016	04/07-05/06/16 SVC - 15633 RAUSCH RD		\$208.68	
63997	05/17/2016				NOBLE AMERICAS ENERGY	\$92,441.88

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	161330005663783	05/12/2016	WHOLESALE GAS - APRIL 2016	\$11.80
	161310005654206	05/10/2016	WHOLESALE USE - APRIL 2016	\$92,430.08
63998	05/17/2016		ROWLAND WATER DISTRICT	\$1,721.47
	Invoice	Date	Description	Amount
	2016-00001384	04/27/2016	03/16-04/18/16 SVC - AZUSA AVE - CENTER	\$65.49
	2016-00001385	04/27/2016	03/16-04/18/16 SVC - AZUSA AVE 205597	\$101.13
	2016-00001386	04/27/2016	03/16-04/18/16 SVC - 1100 AZUSA AVE	\$152.66
	2016-00001387	04/27/2016	03/17-04/18/16 SVC - 18044 ROWLAND-LAWSON	\$118.95
	2016-00001388	04/27/2016	03/17-04/18/16 SVC - 17401 VALLEY BLVD	\$213.24
	2016-00001389	04/27/2016	03/17-04/18/16 SVC - 930 AZUSA AVE	\$231.06
	2016-00001390	04/27/2016	03/17-04/18/16 SVC - 755 NOGALES (RC)	\$108.89
	1135HATCHR-MAY16	04/27/2016	03/17-04/18/16 SVC - 1135 HATCHER ST	\$59.55
	1123DHATCH-MAY16	04/27/2016	03/17-04/18/16 SVC - 1123D HATCHER ST	\$68.46
	1123CHATCH-MAY16	04/27/2016	03/17-04/18/16 SVC - 1123C HATCHER ST	\$80.34
	2016-00001391	04/27/2016	03/17-04/18/16 SVC - AZUSA AVE (RC)	\$58.83
	2016-00001392	04/27/2016	03/17-04/18/16 SVC - 17217 & 17229 CHESTNUT - IRR	\$213.99
	2016-00001393	04/27/2016	03/17-04/19/16 SVC - HURLEY ST & VALLEY	\$248.88
63999	05/17/2016		SO CALIFORNIA EDISON COMPANY	\$25,705.29
	Invoice	Date	Description	Amount
	2016-00001372	05/03/2016	04/01-05/01/16 SVC - 1 VALLEY/AZUSA	\$15.89
	2016-00001373	05/03/2016	04/01-05/01/16 SVC - 600 BREA CYN RD	\$475.78
	2016-00001374	05/05/2016	04/05-05/04/16 SVC - 208 S WADDINGHAM WAY CP	\$114.17
	2016-00001375	05/05/2016	04/01-05/01/16 SVC - VARIOUS SITES-	\$1,855.44
	15660STAFF-MAY16	05/06/2016	03/30-04/28/16 SVC - 15660 STAFFORD ST	\$1,651.83
	2016-00001376	05/06/2016	04/05-05/04/16 SVC - 15625 STAFFORD ST	\$3,757.55
	1135HATCHR-MAY16	05/07/2016	04/07-05/06/16 SVC - 1135 HATCHER AVE	\$335.22
	1123AHATCH-MAY16	05/07/2016	04/07-05/06/16 SVC - 1123 HATCHER AVE STE A	\$179.14
	2016-00001377	05/07/2016	03/04-05/01/16 SVC - NOGALES ST/SAN JOSE AVE	\$459.14
	2016-00001401	05/10/2016	04/01-05/01/16 SVC - 208 S WADDINGHAM WAY	\$16,826.40

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00001402	05/11/2016	04/01-05/01/16 SVC - GALE AVE / L ST	\$34.73
64000	05/17/2016		SUBURBAN WATER SYSTEMS	\$160.01
	Invoice	Date	Description	Amount
	180060689124	05/03/2016	04/05-05/03/16 SVC - NE CNR VALLEY/STIMS	\$160.01
64001	05/17/2016		VERIZON WIRELESS - LA	\$1,219.80
	Invoice	Date	Description	Amount
	9764466413	04/26/2016	03/27-04/26/16 SVC - MOBILE BROADBAND	\$114.03
	9764466412	04/26/2016	03/27-04/26/16 SVC - VARIOUS WIRELESS	\$1,105.77
64002	05/26/2016		ALVAKA NETWORKS	\$13,380.17
	Invoice	Date	Description	Amount
	156627	05/01/2016	NETWORK MAINT-JUN 2016	\$6,620.00
	156653	05/01/2016	NETWORK MAINT-JUN 2016	\$6,540.17
	156754NP	04/30/2016	TRIP CHARGE	\$220.00
64003	05/26/2016		AMERICAN PLANNING ASSOCIATION	\$425.00
	Invoice	Date	Description	Amount
	5/12/16	05/12/2016	NATIONAL AND CHAPTER DUES FOR TROY HELLING	\$425.00
64004	05/26/2016		ARAMARK REFRESHMENT SERVICE,	\$81.25
	Invoice	Date	Description	Amount
	9002547	05/10/2016	COFFEE/OFFICE SUPPLIES	\$81.25
64005	05/26/2016		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8960869334	05/01/2016	5/1-5/31/16 SVC-600 BREA CYN-METRO TELECOM	\$225.00
64006	05/26/2016		AVANT-GARDE, INC	\$1,215.00
	Invoice	Date	Description	Amount
	3980	04/19/2016	PROJECT MGMT SVC-CITY BRIDGES	\$1,215.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
64007	05/26/2016		BLAKE AIR CONDITIONING	\$402.41
	Invoice	Date	Description	Amount
	39551	04/11/2016	A/C MAINT-CITY HALL	\$251.08
	39669	04/19/2016	A/C MAINT-CITY HALL	\$151.33
64008	05/26/2016		CAL-PERS	\$1,950.00
	Invoice	Date	Description	Amount
	100000014746780	04/20/2016	FESS FOR GASB-68 REPORTS	\$1,950.00
64009	05/26/2016		CITY OF INDUSTRY-MEDICAL	\$20,000.00
	Invoice	Date	Description	Amount
	REG 5/26/16	05/13/2016	TRANSFER FUNDS-MEDICAL	\$20,000.00
64010	05/26/2016		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R 5/15/16	05/11/2016	PAYROLL REIMBURSEMENT FOR 5/15/16	\$100,000.00
64011	05/26/2016		CITY OF INDUSTRY-REFUSE	\$9,879.44
	Invoice	Date	Description	Amount
	2510981	05/01/2016	DISP SVC-CITY BUS STOPS	\$4,376.33
	2510394	05/01/2016	DISP SVC-TONNER CYN MAINT YARD	\$690.00
	2511686	04/30/2016	DISP SVC-1123 HATCHER	\$2,969.58
	2510392	05/01/2016	DISP SVC-TRES HERMANOS	\$138.38
	2510393	05/01/2016	STORAGE BOX RENTAL-TONNER CYN	\$300.00
	2510391	05/01/2016	DISP SVC-CITY HALL	\$299.47
	2511529	05/01/2016	DISP SVC-9TH & CLARK	\$737.20
	2510647-A	05/01/2016	DISP SVC-205 N HUDSON	\$184.24
	2510647-B	05/01/2016	DISP SVC-841 7TH AVE	\$184.24
64012	05/26/2016		CLEAN HARBORS ENVIRONMENTAL	\$5,530.18
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1001311461	03/17/2016	HAZARDOUS WASTE-1123 HATCHER	\$5,530.18
64013	05/26/2016		CNC ENGINEERING	\$198,100.20
	Invoice	Date	Description	Amount
	44711	04/26/2016	CARTEGRAPH IMPLEMENTATION & MGMT	\$2,256.22
	44741	05/12/2016	ON-CALL STREET MAINT PROGRAM	\$156.88
	44742	05/12/2016	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	\$1,297.18
	44743	05/12/2016	CLARK AVE WIDENING	\$12,696.68
	44744	05/12/2016	EMERGENCY CREEK AND ROADWAY REPAIRS	\$1,603.78
	44745	05/12/2016	GENERAL ENGINEERING SVC-CIP	\$37,998.73
	44746	05/12/2016	GENERAL ENGINEERING SVC-MAINT OF CITY	\$52,529.63
	44747	05/12/2016	INDUSTRY HILLS LEASE	\$162.71
	44748	05/12/2016	TONNER CYN PROPERTY	\$7,924.83
	44749	05/12/2016	PUEENTE VALLEY OPERABLE UNIT GROUNDWATER	\$862.84
	44750	05/12/2016	CITY ELECTRICAL FACILITIES	\$1,138.97
	44751	05/12/2016	EXPANSION OF RECLAIMED WATER SYSTEM	\$81.36
	44752	05/12/2016	MAINT OF CITY HALL BLDG	\$470.64
	44753	05/12/2016	MAINT OF IMC BLDG	\$567.10
	44754	05/12/2016	HOMESTEAD MUSEUM MAINT	\$1,574.63
	44755	05/12/2016	PUC RAILROAD SAFETY UPGRADE-FAIRWAY DR	\$78.44
	44756	05/12/2016	CITY STREETS AND UPRR CROSSINGS	\$1,531.17
	44757	05/12/2016	PUC RAILROAD SAFETY UPGRADE-TEMPLE AVE	\$117.66
	44758	05/12/2016	CITY AERIALS AND PHOTOMAPPER SYSTEM	\$253.34
	44759	05/12/2016	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$9,035.44
	44760	05/12/2016	SAN JOSE AVE RECONSTRUCTION	\$156.88
	44761	05/12/2016	TRAFFIC SIGNAL-NELSON AVE	\$162.71
	44762	05/12/2016	PACIFIC PALMS IMPROVEMENTS	\$627.52
	44763	05/12/2016	PACIFIC PALMS LAUNDRY BLDG ISSUES	\$156.88
	44764	05/12/2016	PROPERTY MGMT FOR AGENCY OWNED	\$3,807.72
	44765	05/12/2016	AZUSA AVE BRIDGE REPAINTING	\$1,694.94
	44766	05/12/2016	FISCAL YEAR BUDGET	\$24,437.64
	44767	05/12/2016	CROSSROADS PKY SOUTH PCC PAVEMENT	\$3,040.08

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
44768	05/12/2016		VARIOUS ASSIGNMENTS: SA TO THE IUDA	\$7,153.15
44769	05/12/2016		METROLINK STATION/COMMUTER RAIL STATION	\$313.76
44770	05/12/2016		NELSON AVE/PUENTE AVE WIDENING	\$784.40
44771	05/12/2016		REPAIRS TO STORM WATER PUMP STATIONS	\$156.88
44772	05/12/2016		GATEWAY CITIES COUNCIL OF GOVERNMENTS	\$894.91
44773	05/12/2016		MAINT OF YARD-1123 HATCHER	\$1,073.78
44774	05/12/2016		ARENTH AVE RECONSTRUCTION	\$4,611.53
44775	05/12/2016		2015-2016 TARGET SPEED SURVEY	\$627.52
44776	05/12/2016		RESURFACING OF UNRUH AVE	\$1,577.55
44777	05/12/2016		CARTEGRAPH IMPLEMENTATION & MGMT	\$1,052.58
44779	05/12/2016		PECK RD STORM DRAIN DEBRIS REMOVAL	\$313.76
44780	05/12/2016		FULLERTON RD GRADE SEPARATION	\$2,196.32
44781	05/12/2016		ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$3,481.04
44782	05/12/2016		FAIRWAY DR GRADE SEPARATION	\$5,293.91
44783	05/12/2016		NOGALES GRADE SEPARATION	\$1,106.91
44784	05/12/2016		MISC GRADE SEPARATION INFORMATION	\$1,039.60
64014	05/26/2016		CONSOLIDATED ELECTRICAL DIST.	\$72.21
	Invoice	Date	Description	Amount
	3301-501722	05/02/2016	COVERS FOR CORDS-IMC	\$72.21
64015	05/26/2016		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81686709	04/30/2016	GEOGRAPHIC PKG-APR 2016	\$192.50
64016	05/26/2016		COUNTY OF LA DEPT OF PUBLIC	\$6,966.98
	Invoice	Date	Description	Amount
	PW-16041310825	04/13/2016	TRAFFIC ENGINEERING ADVISORY	\$6,797.50
	PW-16041310812	04/13/2016	EMERGENCY ROAD/LANE CLOSURE	\$169.48
64017	05/26/2016		DAKOTA BACKFLOW CO.	\$160.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	38530	05/03/2016	B/F TESTING-ROWLAND WATER DISTRICT	\$160.00
64018	05/26/2016		EASYLINK SERVICES	\$56.33
	Invoice	Date	Description	Amount
	07634191605	05/02/2016	FAX SVC-APR 2016	\$56.33
64019	05/26/2016		EGOSCUE LAW GROUP	\$1,100.00
	Invoice	Date	Description	Amount
	11255	05/03/2016	LEGAL SVC-FOLLOW'S CAMP-APR 2016	\$1,100.00
64020	05/26/2016		FRAZER, LLP	\$15,380.00
	Invoice	Date	Description	Amount
	143236	04/30/2016	COI-PROF SVC FOR APRIL 2016	\$15,380.00
64021	05/26/2016		FUEL PROS, INC.	\$1,216.68
	Invoice	Date	Description	Amount
	0000024640	03/25/2016	INDUSTRY HILLS FUEL STN MAINT	\$1,216.68
64022	05/26/2016		H & H GENERAL ENGINEERING, INC.	\$52,345.00
	Invoice	Date	Description	Amount
	#3CITY-1426	05/01/2016	EMERGENCY CREEK & ROADWAY REPAIRS-	\$55,100.00
64023	05/26/2016		HADDICK'S AUTO BODY	\$207.50
	Invoice	Date	Description	Amount
	H-74031	04/26/2016	TOWING SVC-LIC 1279616	\$157.50
	H-74151	05/05/2016	TOWING SVC - LIC 1279616	\$50.00
64024	05/26/2016		HDL COREN & CONE	\$2,400.00
	Invoice	Date	Description	Amount
	0022589-IN	04/25/2016	CONTRACT SVC-PROPERTY TAX FOR 2ND QTR 2016	\$2,400.00
64025	05/26/2016		HUNTER ELECTRIC SERVICE, INC.	\$1,255.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2016-080	04/03/2016	INSTALL NEW BALLAST-CITY HALL	\$1,255.00
64026	05/26/2016		IMPERIAL WESTERN PRODUCTS,	\$1,051.65
	Invoice	Date	Description	Amount
	40116	04/13/2016	REIMBURSEMENT FOR DUPLICATE WEIGHT	\$1,051.65
64027	05/26/2016		INDUSTRY SECURITY SERVICES	\$18,230.82
	Invoice	Date	Description	Amount
	14-17441	05/06/2016	SECURITY SVC-TRES HERMANOS	\$2,103.00
	14-17430	05/06/2016	SECURITY SVC 4/29-05/05/16	\$16,127.82
64028	05/26/2016		INTERTIE	\$8,025.00
	Invoice	Date	Description	Amount
	1691	04/15/2016	ENERGY CONSULTING	\$8,025.00
64029	05/26/2016		JANUS PEST MANAGEMENT	\$125.00
	Invoice	Date	Description	Amount
	176990	04/21/2016	PEST SVC - CITY HALL	\$125.00
64030	05/26/2016		KLEINFELDER, INC.	\$17,172.48
	Invoice	Date	Description	Amount
	001104203	04/21/2016	GEO SVC-CLARK AVE WIDENING	\$16,742.48
	001104075	04/21/2016	SOIL TESTING-VARIOUS SITES	\$430.00
64031	05/26/2016		KLINAKIS CONSTRUCTION CO., INC.	\$1,786.00
	Invoice	Date	Description	Amount
	03/14/16	03/14/2016	DRYWALL REPAIRS-841 7TH ST	\$1,786.00
64032	05/26/2016		L A COUNTY DEPT OF PUBLIC	\$8,708.61
	Invoice	Date	Description	Amount
	IN160001100	05/02/2016	ACCIDENT - SUNSET AVE/7TH AVE @ VALLEY BLVD	\$491.36

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IN160001173	05/05/2016	PILOT ROUTINE MAINT	\$6,387.41
	IN160001175	05/09/2016	ACCIDENT - AMAR RD @ECHELON AVE	\$153.10
	IN160001177	05/09/2016	ACCIDENT - CALIFORNIA @ NELSON AVE	\$1,476.78
	IN160001179	05/09/2016	ACCIDENT - SUNSET @ VALLEY BLVD	\$199.96
64033	05/26/2016		L A COUNTY DEPT OF PUBLIC	\$101.00
	Invoice	Date	Description	Amount
	IN160001040	04/26/2016	SEWER SERVICE-PARCEL 8760-009-902	\$101.00
64034	05/26/2016		L A COUNTY REGISTRAR-	\$225.00
	Invoice	Date	Description	Amount
	CUP16-3	05/13/2016	FEE-NOTICE OF EXEMPTION FOR CUP 16-3	\$75.00
	CUP16-4	05/13/2016	FEE-NOTICE OF EXEMPTION FOR CUP 16-4	\$75.00
	CUP16-5	05/13/2016	FEE-NOTICE OF EXEMPTION FOR CUP 16-5	\$75.00
64035	05/26/2016		L A COUNTY SHERIFF'S	\$690,377.95
	Invoice	Date	Description	Amount
	164012NH	05/06/2016	SHERIFF CONTRACT-APR 2016	\$690,377.95
64036	05/26/2016		LA HABRA RELOCATION, INC.	\$253.75
	Invoice	Date	Description	Amount
	2738B	04/18/2016	HAULING SVC FROM 1123 HATCHER TO CITY HALL	\$253.75
64037	05/26/2016		LA PUENTE VALLEY COUNTY	\$285.43
	Invoice	Date	Description	Amount
	BS;04/16	04/20/2016	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.43
64038	05/26/2016		LOCKS PLUS	\$738.55
	Invoice	Date	Description	Amount
	33117	04/22/2016	NEW PADLOCKS	\$738.55
64039	05/26/2016		MAUREEN KANE & ASSOCIATES,	\$1,550.00

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	06/21-6/24/16	05/01/2016	CONFERENCE-D. SCHLICHTING	\$1,550.00
64040	05/26/2016		MERRITT'S ACE HARDWARE	\$65.39
	Invoice	Date	Description	Amount
	092098	05/04/2016	REPLACE FAUCET-HOMESTEAD	\$65.39
64041	05/26/2016		MX GRAPHICS, INC.	\$162.41
	Invoice	Date	Description	Amount
	9433	03/02/2016	BLUEPRINT SVC - MP 10 11	\$118.81
	9504	03/10/2016	BLUEPRINT SVC - JN 6201	\$43.60
64042	05/26/2016		PHILIPS, PAUL J.	\$2,306.35
	Invoice	Date	Description	Amount
	5/16/2016	05/16/2016	REIMBURSE FOR TRAVEL EXPENSES-CCCA ANNUAL	\$2,306.35
64043	05/26/2016		PLACEWORKS	\$1,295.40
	Invoice	Date	Description	Amount
	58602	02/29/2016	INDUSTRY CLIMATE ACTION PLAN	\$1,295.40
64044	05/26/2016		POST ALARM SYSTEMS	\$541.25
	Invoice	Date	Description	Amount
	873369	05/06/2016	MONITORING SVC - HOMESTEAD JUNE 2016	\$273.25
	868074	04/30/2016	INTERNET COMMUNICATION - HOMESTEAD	\$268.00
64045	05/26/2016		RICOH USA, INC.	\$29.44
	Invoice	Date	Description	Amount
	5041929503	05/03/2016	METER READING - CODE ENFORCEMENT COPIER	\$29.44
64046	05/26/2016		SAN GABRIEL VALLEY NEWSPAPER	\$2,964.56
	Invoice	Date	Description	Amount
	0010780404	03/23/2016	NOTICE OF SEALED BIDS - CITY PROJECT 421	\$1,268.56

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0010783192	03/24/2016	NOTICE OF INTENT - PLAN 15-15	\$501.28
	0010783190	03/24/2016	NOTICE OF INTENT - PLAN 15-20	\$517.84
	0010786530	04/01/2016	NOTICE OF PUBLIC HEARING - PERMIT 15-19	\$341.20
	0010796051	04/28/2016	NOTICE OF PUBLIC HEARING - PERMIT 15-19	\$335.68
64047	05/26/2016		SO CAL INDUSTRIES	\$183.80
	Invoice	Date	Description	Amount
	223233	04/22/2016	FENCE RENTAL-INDUSTRY HILLS	\$89.93
	223738	04/27/2016	RR RENTAL-TONNER CYN/GRAND AVE	\$93.87
64048	05/26/2016		SO CALIFORNIA EDISON COMPANY	\$168.94
	Invoice	Date	Description	Amount
	7500654890	05/02/2016	1/1-1/31/16 SVC-RELIABILITY SVC	\$168.94
64049	05/26/2016		STAPLES BUSINESS ADVANTAGE	\$257.13
	Invoice	Date	Description	Amount
	8039123265	04/30/2016	OFFICE SUPPLIES	\$257.13
64050	05/26/2016		SULLY MILLER CONTRACTING	\$153,528.85
	Invoice	Date	Description	Amount
	#2CITY-1422	05/01/2016	CLARK AVE WIDENING	\$161,609.32
64051	05/26/2016		TELEPACIFIC COMMUNICATIONS	\$4,961.83
	Invoice	Date	Description	Amount
	77920774-0	04/30/2016	INTERNET SVC FOR MAY 2016-CITY HALL/METRO	\$4,961.83
64052	05/26/2016		THEE BEST ROOTER & PLUMBING	\$241.97
	Invoice	Date	Description	Amount
	4951	04/30/2016	PLUMBING REPAIR-IMC	\$241.97
64053	05/26/2016		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
May 26, 2016**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	EB1100G	05/01/2016	MAINT SVC-METRO SOLAR	\$1,726.67
64054	05/26/2016		WORLDWIDE SUPPLY, LLC	\$5,018.40
	Invoice	Date	Description	Amount
	34750	04/29/2016	COMPUTER SERVICE	\$2,498.40
	34751	04/29/2016	COMPUTER SERVICE	\$725.00
	34832	05/04/2016	COMPUTER SVC - COI	\$655.00
	34833	05/04/2016	COMPUTER SVC - METRO SOLAR	\$1,140.00

Checks	Status	Count	Transaction Amount
	Total	74	\$1,599,459.42

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 25, 2015
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 8:30 a.m., in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

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

ROLL CALL

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

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney;
Diane M. Schlichting, Acting Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

Mayor Pro Tem Moss recused herself from check number 63031 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Council Member Ruggles recused himself from check number 63043 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 5-0, WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 63031 ON ITEM 1

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 25, 2015
PAGE 2

(REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 63043 ON ITEM 1 (REGISTER OF DEMANDS).

CONSIDERATION TO RATIFY THE CITY MANAGER'S DECISION TO SEND A NOTICE TO THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OF ITS DECISION TO "OPT-OUT" OF THE JOINT POWERS AUTHORITY EFFECTIVE NOVEMBER 20, 2015, BASED ON CALIFORNIA CONTRACT CITIES ASSOCIATION'S RECOMMENDATION

City Manager Philips presented a staff report.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO RATIFY THE CITY MANAGER'S DECISION TO "OPT OUT" OF THE JOINT POWERS AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF A PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF \$5,100,000.00 BETWEEN THE CITY AND SUCCESSOR AGENCY FOR AGENCY-OWNED PROPERTY LOCATED AT 150 NORTH HACIENDA BOULEVARD

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

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

CONSIDERATION OF A PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF \$1,850,000.00 BETWEEN THE CITY AND SUCCESSOR AGENCY FOR AGENCY-OWNED PROPERTY LOCATED AT 220 NORTH HACIENDA BOULEVARD

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

CITY COUNCIL SPECIAL MEETING MINUTES
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FOLLOWING VOTE:

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

CONSIDERATION OF A PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF \$3,600,000.00 BETWEEN THE CITY AND SUCCESSOR AGENCY FOR AGENCY-OWNED PROPERTY LOCATED AT 242 NORTH HACIENDA BOULEVARD

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

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

CONSIDERATION OF RESOLUTION NO. CC 2015-42 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING AN EMERGENCY CONDITION 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, AND NOTICE OF EXEMPTION REGARDING SAME

City Manager Philips presented a staff report, and responded to questions from the Council Members.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2015-42. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:17 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
ACTING DEPUTY CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CALL TO ORDER

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

FLAG SALUTE

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

ROLL CALL

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

ABSENT: Roy Haber, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Diane M. Schlichting, Acting Deputy City Clerk, John Ballas, City Engineer; and Brian James, Planning Director.

PUBLIC COMMENTS

Mr. John Casperson approached the Council to inquire about the status of the sale of the Tres Hermanos property and to thank the Council for all of their hard work.

CONSENT CALENDAR

Mayor Radecki recused himself from check number 63142 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Mayor Pro Tem Moss recused herself from check number 63105 for item 1 (Register of Demands) because she had a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

CITY COUNCIL REGULAR MEETING MINUTES
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Council Member Cruz recused himself from check number 63142 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 63116 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 4-0, WITH MAYOR RADECKI RECUSING FROM CHECK NO. 63142 ON ITEM 1 REGISTER OF DEMANDS), MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 63105 ON ITEM 1 (REGISTER OF DEMANDS), COUNCIL MEMBER CRUZ RECUSING FROM CHECK NO. 63142 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 63116 ON ITEM 1 (REGISTER OF DEMANDS).

1. CONSIDERATION OF REGISTER OF DEMANDS

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

2. CONSIDERATION OF A WORK AUTHORIZATION, UNDER CONSULTANT CONTRACT NO. 1-KLEINFELDER 13-01, IN THE AMOUNT OF \$71,013.00, FOR KLEINFELDER TO PROVIDE GEOTECHNICAL SERVICES IN CONJUNCTION WITH THE CLARK AVENUE WIDENING PROJECT PER AN ON-CALL AGREEMENT

City Engineer Balls provided a staff report.

APPROVED THE WORK AUTHORIZATION.

CONSIDERATION OF AN APPOINTMENT OF A CITY CLERK

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPOINT CITY MANAGER PAUL PHILIPS AS CITY CLERK. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: HABER
ABSTAIN: COUNCIL MEMBERS: NONE

DISCUSSION REGARDING VACANCY/VACANCIES ON THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

Staff requested that this item be continued to the next regular meeting.

CONSIDERATION OF AMENDMENT NO. 1 TO STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY AND TYLER TECHNOLOGIES FOR ACCOUNTING SYSTEM SOFTWARE

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

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

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

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO EXTEND THE CONSIDERATION OF RESOLUTION NO. CC 2015-38 TO THE NEXT REGULAR SCHEDULED MEETING. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
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CONSIDERATION OF RESOLUTION NO. CC 2015-45 – 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 MUNICIPA CODE

City Manager Philips provided a staff report and responded to questions from Members of the City Council.

City Attorney Casso provided additional information.

MOTION BY MAYOR PRO TEM, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2015-45. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CONSIDERATION OF PLOT PLAN TO CONSTRUCT STORAGE RACKS FOR PERMANENT OUTDOOR STORAGE AT 680 LEMON AVENUE AND AN ACCOMPANYING NEGATIVE DECLARATION

CONSIDERATION OF RESOLUTION NO. CC 2015-43 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A PLOT PLAN TO ALLOW PERMANENT OUTDOOR STORAGE FOR THE PROPERTY LOCATED AT 680 LEMON AVENUE IN THE CITY OF INDUSTRY, WITHIN THE “M”-MANUFACTURING ZONE, AND ADOPTING A NEGATIVE DECLARATION REGARDING SAME

Planning Director James provided a staff report.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2015-43. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, MOSS, RADECKI
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CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: HABER
ABSTAIN: COUNCIL MEMBERS: NONE

CONSIDERATION OF RESOLUTION NO. CC 2015-44 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY EXPRESSING THE INTENT TO VACATE THREE STORM DRAIN 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 AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

City Engineer Ballas provided a staff report and responded to questions from Members of the City Council.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO ADOPT RESOLUTION NO. CC 2015-44, AND TO SET THE DATE FOR THE PUBLIC HEARING FOR JANUARY 14, 2016. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

REQUEST FOR AUTHORIZATION TO ADVERTISE FOR SOLICITATION OF PUBLIC BIDS FOR CONTRAC NO. CITY-1421, VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT FROM TURNBULL CANYON ROAD TO HACIENDA BOULEVARD, FOR AN ESIMATED COST OF \$4,800,000.00

City Engineer Ballas provided a staff report and responded to questions from Members of the City Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS, AND AUTHORIZE THE ADVERTISING FOR RECEIPT OF SEALED BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, MOSS, RADECKI
NOES: COUNCIL MEMBERS: NONE

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ABSENT: COUNCIL MEMBERS: HABER
ABSTAIN: COUNCIL MEMBERS: NONE

CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND BIGGS CARDOSA ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE REPAINTING OF THE AZUSA AVENUE BRIDGE OVER VALLEY BOULEVARD IN AN AMOUNT NOT TO EXCEED \$310,625.00

City Engineer Ballas provided a staff report and responded to questions from Members of the City Council.

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

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

CONSIDERATION OF AN AMENDMENT TO MASTER POWER PURCHASE AND SALE AGREEMENT WITH NOBLE AMERICAS ENERGY SOLUTIONS FOR SCHEDULING COORDINATOR SERVICES AND POWER SALES TO THE ELECTRIC UTILITY

City Engineer Ballas provided a staff report and responded to questions from Members of the City Council

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT AND HOURLY CONTRACT SCHEDULES. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
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CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

- A. Conference with real property negotiators pursuant to Government Code Section 54956.8

- Property: 2001 East Walnut Drive South, Walnut, CA 91789
 - City Negotiator: City Manager and City Attorney
 - Negotiating Party: SHRI Guru SINGH ABHA, Inc.
 - Under Negotiation: Price and terms of payment

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

Mayor Radecki recessed the meeting into Closed Session at 9:31 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:11 a.m. All members of the City Council were present, except for Council Member Haber who was absent.

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City Attorney Casso reported out of Closed Session.

With regard to Closed Session items A and B, the City Council took no reportable action.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:12 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
ACTING DEPUTY CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CALL TO ORDER

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

FLAG SALUTE

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

ROLL CALL

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

ABSENT: Roy Haber, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; and Diane M. Schlichting, Acting Deputy City Clerk.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF AN AGREEMENT BETWEEN THE CITY OF INDUSTRY AND EGOSCUE LAW GROUP FOR SPECIAL LEGAL COUNSEL SERVICES

City Attorney Casso presented a report and responded to questions from Members of the City Council.

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

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

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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ABSTAIN: COUNCIL MEMBERS: NONE

CLOSED SESSION

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

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

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:04 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 9:44 a.m. All members of the City Council were present, except for Council Member Haber who was absent. City Attorney Casso reported out of Closed Session.

With regard to Closed Session item A, the City Council took no reportable action.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:45 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
ACTING DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Paul J. Philips, City Manager

A handwritten signature in black ink that reads "Paul J. Philips".

DATE: May 19, 2016

SUBJECT: Conflict Waiver for Casso & Sparks, LLP

Background:

On June 10, 2015, the Industry City Council appointed James M. Casso of Casso & Sparks, LLP, as the City Attorney. Casso & Sparks was also appointed to serve as legal counsel to the various City agencies, boards and commissions. Casso & Sparks also serves as City Attorney for the City of La Puente.

In the near future, it is anticipated that Industry and La Puente will be cooperatively working on two license agreements for La Puente's use of Industry's Park & Ride lot for La Puente's 3rd of July event, and its Main Street Run. In order for Casso & Sparks to provide legal advice to both cities on these projects, under the Rules of Professional Conduct of the State Bar of California (the "Rules"), prior to engaging in this work, it is necessary for Casso & Sparks to obtain a conflict waiver from both Industry and La Puente.

Discussion:

The attached letter from Mr. Casso explains the Rules and how the conflict waiver works for both cities.

Budget Impact:

The cost of services provided by Casso & Sparks for these projects is included in the City's 2015-2016 budget.

Recommendation:

It is recommended that the City Council approve the Conflict Waiver for Casso & Sparks, LLP.

Attachment "A": May 18, 2016, Letter from Casso & Sparks, LLP



ATTORNEYS AT LAW
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
www.cassosparks.com

James M. Casso
Principal
jcasso@cassosparks.com
626.269.2980
www.cassosparks.com

May 18, 2016

The Honorable Valerie Munoz
Mayor, City of La Puente
15900 E. Main Street
La Puente, CA 91744

The Honorable Mark Radecki
Mayor, City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

RE: Conflict of Interest Waiver-License Agreements Park and Ride Lot

Dear Mayors Munoz and Radecki:

As you are aware, I serve as the City Attorney of both the City of La Puente (“La Puente”) and City of Industry (“Industry”). The City Councils for both La Puente and Industry have requested that I work with both cities to draft license agreements for La Puente’s use of the Park and Ride Lot for its 3rd of July and Main Street Run events. Under the Rules of Professional Conduct of the State Bar of California (the “Rules”), prior to engaging in this work, it is necessary for me to obtain a conflict waiver from both La Puente and Industry.

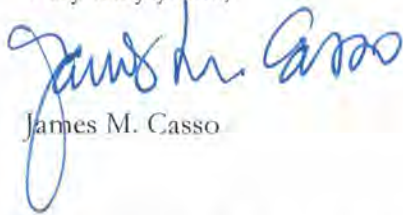
This letter will confirm that I have informed you about the potential conflict of interest inherent in any representation of both cities. It is important that you understand that since I would be representing both La Puente and Industry, each city would be my client. As a result, matters which one of you might discuss with me would not be protected by the attorney/client privilege from disclosure to the other of you. The Rules prohibit me from agreeing with either city to withhold information from the other. Of course, anything either La Puente or Industry discusses with me is privileged from disclosure to third parties. If the two cities have a difference of opinion concerning the proposed license agreements, I can point out the pros and cons of such differing opinions. The Rules prohibit me, as the lawyer for both of you, from advocating one of your positions over the other.

Although it is unlikely to occur, if conflicts do arise between the two of you of such nature that it is impossible in my judgment to perform my obligations to each of you in accordance with this letter, it would become necessary for me to withdraw as your joint attorney and to advise one or both cities to obtain independent counsel.

Hon. Valerie Munoz
Hon. Mark Radecki
May 18, 2016
Page 2

Please sign and return the enclosed copy of this letter. By signing and returning the letter you are acknowledging that you have read and understand this letter and wish me to proceed with your representation.

Very truly yours,



James M. Casso

We have read the foregoing letter and understand its contents. We consent to having you represent both La Puente and Industry on the terms and conditions set forth therein. We understand the discussion of conflicts set forth above and agree that between La Puente and Industry, with respect to information either of us provides you, there shall be no confidential communications.

Date: _____

Date: _____

Agreed and accepted:

Agreed and accepted:

By: _____

Valerie Munoz, Mayor
City of La Puente

By: _____

Mark D. Radecki, Mayor
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 Council Members

FROM: James M. Casso, City Attorney

DATE: May 26, 2016

SUBJECT: Consideration of Resolution Approving the Purchase & Sale Agreement for 1123-1135 Hatcher Avenue, City of Industry and making CEQA Findings

BACKGROUND: Earlier this year, the Council directed staff to purchase Successor Agency owned property that could be used by the City for various governmental purposes. The Hatcher Avenue property has been slated for purchase by the City since the inception of the Successor Agency. For the Hatcher property, the City will pay to the Agency the appraised value of \$6,100,000.00.

The attached Resolution sets forth the requisite findings pursuant to CEQA and it ensures that the proposed purchase/sale, which awaits Oversight Board and Department of Finance approval, in compliance with California law.

DISCUSSION: The Agency began acquiring 1123-1135 Hatcher Avenue in September 2002. The City intends to use the property for governmental purposes.

RECOMMENDATION: Staff recommends that the Council approve the Resolution.

Attachment

RESOLUTION NO. CC 2016-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 1123 – 1135 HATCHER AVENUE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding Assembly Bill X1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry (“Agency”), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the “City”) adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance (“Department”) issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan (“LRPMP”), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency’s Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 1123 – 1135 Hatcher Avenue, City of Industry, California (Property #59/60); and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City’s General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, pursuant to a Purchase and Sale Agreement (the “Agreement”). The purchase price is \$6,100,000.00, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by Stephen G. White, MAI; and

WHEREAS, the purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the City and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

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

SECTION 1. The above 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. The purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The City Council hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in 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. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 26th day of May 2016, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
1123 – 1135 Hatcher Avenue, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 1123 – 1135 HATCHER AVENUE, CITY OF INDUSTRY, CA (this “Agreement”), dated as of May 26, 2016 (the “Effective Date”) is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the “Agency” or “Seller”) and the CITY OF INDUSTRY, a municipal corporation (the “City” or “Buyer”). The City and the Agency are hereinafter sometimes individually referred to as a “party” and collectively referred to as the “parties.”

RECITALS

A. Agency is the owner of that certain real property located at 1123 – 1135 Hatcher Avenue, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the “Property”).

B. The Property was previously owned by the Industry Urban-Development Agency (“IUDA”). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, “Dissolution Act”).

C. Pursuant to the Dissolution Act, the City of Industry elected to be the Successor Agency to the IUDA to administer the dissolution and winding down of the IUDA. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Property, were transferred, by operation of law, to the Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Currently the Property is improved with a 27-year old industrial building approximately 30,000 square feet in size.

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price (“Purchase Price”) for the Property shall be Six Million One Hundred Thousand Dollars (\$6,100,000.00) (the “Purchase Price”), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within

five (5) days after execution of this Agreement by Seller and delivery to Buyer ("Deposit"). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of 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. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder's Office.

4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property ("Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

B. Seller's Condition to Closing. Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation, including California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may,

upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval enter into any other contracts which will not be terminated on or before Closing.

6. **CONDITION OF PROPERTY.** The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "**Released**

Parties”) from any and all claims, responsibility and/or liability that the City 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 6. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City’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 City 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 AGENCY 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 PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY 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 AGENCY.

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

City’s Initials

The waivers and releases by the City 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.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, the date the Escrow Holder cause the Grant Deed (as hereinafter defined) to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price and Disposition Costs (less any costs, expenses and prorations payable by the Agency, if any) to the Agency. Seller shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below and (3) the conditions specified in Section 4 have been satisfied or waived. Possession of the Property shall be delivered to the City on the Close of Escrow.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association ("ALTA") owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy ("Title Policy").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. Obligation to Refrain from Discrimination. The City 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 City (itself or any person claiming under or through the City) 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 City conveys the Property to a third party after completion of the improvements thereon in accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 7D as to the Property so conveyed.

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

(i) 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.”

(ii) 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.”

(iii) 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.”

F. Restrictive Covenant. In order to insure the City’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 Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City 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 City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 7E (i), (ii) and (iii) shall remain in effect in perpetuity;

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

8. **BROKERS.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. **FIRPTA.** Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder’s duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. **PROPERTY TAXES.** Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Paul J. Philips, City Manager
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744

To Seller: Paul J. Philips, Executive Director
Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744

With a copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N
Suite 345
City of Industry, CA 91746

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report; and
- (ii) The Environmental Reports, if any.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

(1123-1135 Hatcher Avenue)

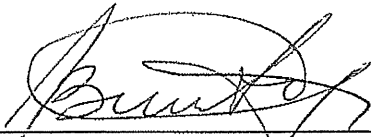
APN: 8264-004-908, 8264-004-910 and 8264-004-911

REAL PROPERTY IN THE CITY OF CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 76 FILED IN BOOK 65, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH:

PARCELS 1 AND 2, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

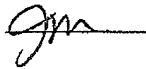


Vladislav Skrejev, PLS NO. 8363



Job No.: MP 12-03 #3

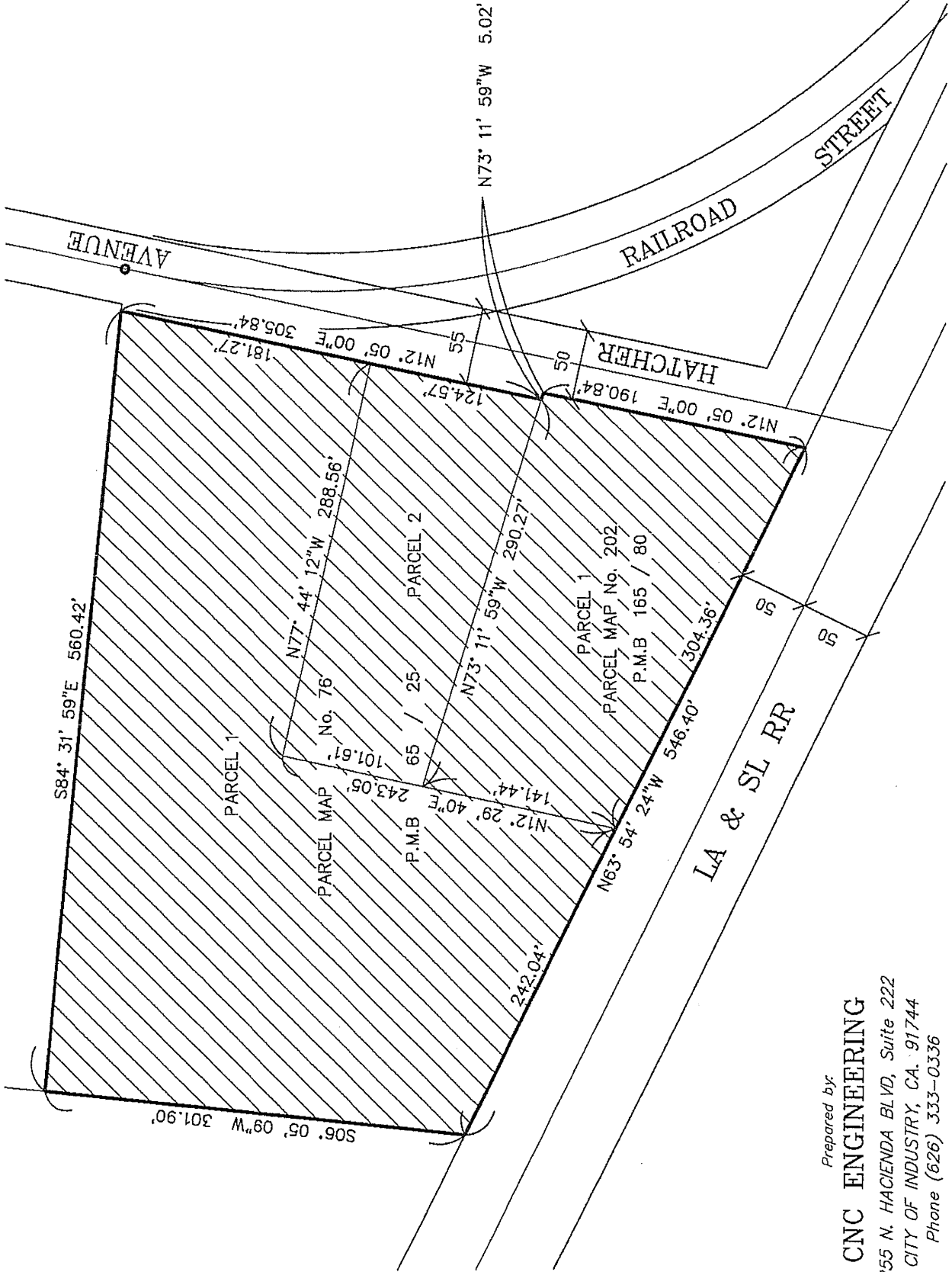
Legal No. 877

Chk'd by 

May 16, 2016



1123-1135 HATCHER AVENUE



Prepared by:
CNC ENGINEERING
 255 N. HACIENDA BLVD, Suite 222
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-0336
 Job No. MP 12-03#3 May 16, 2016

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane Schlichting

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and is exempt from Documentary Transfer Tax under California Government Code Section 6103.]

GRANT DEED

Documentary Transfer Tax: \$0.00

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** (the "**Grantor**"), hereby grants to the **CITY OF INDUSTRY** (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 and Sale Agreement and Escrow Instructions [1123 – 1135 Hatcher Avenue] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of May 26, 2016, 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. Subject to the provisions of Section 7 of the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, 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, or any person claiming under or through it, 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.

2. 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.”

3. 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.

4. 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.

5. 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2016.

GRANTOR:

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Mark Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

GRANTEE:

CITY OF INDUSTRY

By: _____
Mark Radecki, Mayor

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

LEGAL DESCRIPTION

(1123-1135 Hatcher Avenue)

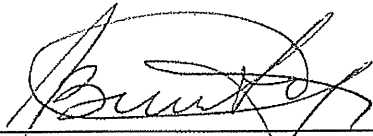
APN: 8264-004-908, 8264-004-910 and 8264-004-911

REAL PROPERTY IN THE CITY OF CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 76 FILED IN BOOK 65, PAGE 25 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

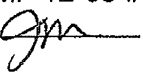
TOGETHER WITH:

PARCELS 1 AND 2, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 202, FILED IN BOOK 165, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



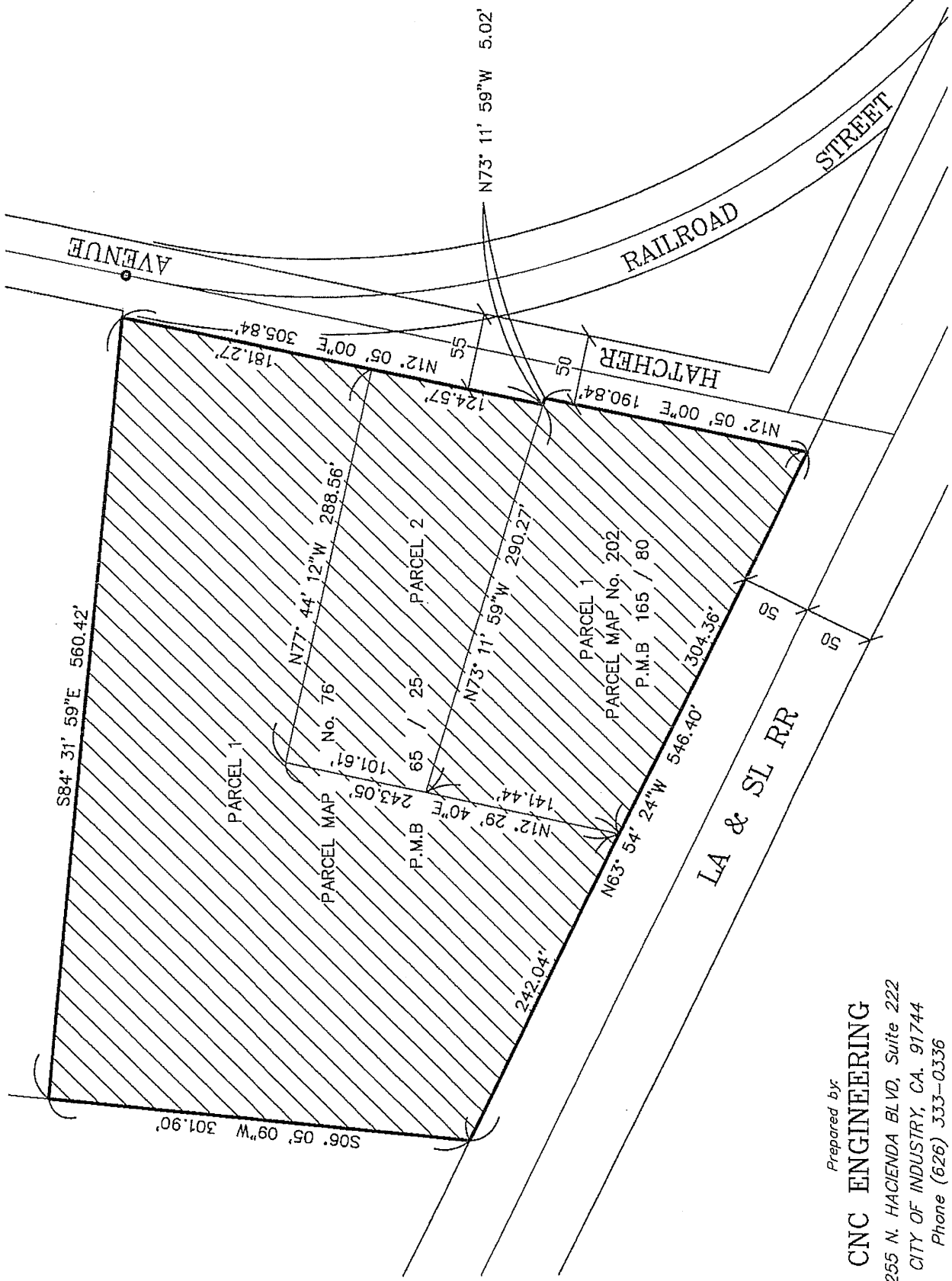
Vladislav Skrejev, PLS NO. 8363



Job No.: MP 12-03 #3 Legal No. 877
Chk'd by  May 16, 2016



1123-1135 HATCHER AVENUE



Prepared by:
CNC ENGINEERING
 255 N. HACIENDA BLVD, Suite 222
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-0336

EXHIBIT C

LIST OF ENVIRONMENTAL REPORTS

Phase 1 Environmental Site Assessment, Document Review, and Subsurface Investigation prepared by Ardent Environmental, dated December 2, 2008

Addendum to the Phase I Environmental Site Assessment Report prepared by Gradient Engineers, dated August 7, 2002

Phase I Environmental Site Assessment Report prepared by Gradient Engineers, dated July 2, 2002

CITY COUNCIL

ITEM NO. 5.5



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: May 26, 2016
SUBJECT: Resolution No. CC 2016-34 Setting Forth Findings to Support the City's Contribution/Donation to the City of La Puente's Planned Annual July 4th Celebration

The Council has approved a \$30,000.00 contribution/donation to support the City of La Puente's planned July 4, 2016 community celebration. This year, the event will be a joint event between the City of La Puente and Industry, which will include City of Industry participation.

IT IS RECOMMENDED that the City Council adopt Resolution No. CC 2016-34.

RESOLUTION NO. CC 2016-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE CITY OF LA PUENTE IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE FORTUNATO JIMINEZ INDEPENDENCE DAY CELEBRATION AND FIREWORKS SHOW

RECITALS

WHEREAS, the City of La Puente holds an annual fireworks show for the community on the 3rd of July which is attended by residents from the San Gabriel Valley area, and is a community celebration of the 4th of July holiday with a safe fireworks display; and

WHEREAS, the City of La Puente has requested a donation from the City of Industry to jointly sponsor the fireworks display and related events; and

WHEREAS, the City's contribution serves a public purpose to allow the City of La Puente and the City of Industry to continue to celebrate this important community event, and brings many residents from the surrounding communities to celebrate the 4th of July; and

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

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

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

SECTION 2: The City's contribution serves the purpose to allow the City of La Puente and the City of Industry to continue to celebrate this important community event, and brings many residents from the surrounding communities to celebrate the 4th of July.

SECTION 3: The City Council hereby approves the donation of Thirty Thousand Dollars (\$30,000.00) to the City of La Puente.

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

SECTION 5: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality,

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on May 25, 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

CITY COUNCIL

ITEM NO. 5.6



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 Council Members

FROM: James M. Casso, City Attorney

DATE: May 26, 2016

SUBJECT: Consideration of Resolution Approving the Purchase and Sale Agreement for 17545 Gale Avenue, City of Industry and making CEQA Findings

BACKGROUND: Earlier this year, the Council directed staff to purchase Successor Agency owned property that could be used by the City for various governmental purposes or for other related purposes. The Gale Avenue property has been slated for purchase by the City since the inception of the Successor Agency. For 17545 Gale Avenue, the City will pay to the Agency the appraised value of \$10,500,000.

The attached Resolution sets forth the requisite findings pursuant to CEQA, and it ensures that the proposed purchase/sale, which awaits Oversight Board and Department of Finance approval, is in compliance with California law.

DISCUSSION: The Agency acquired 17545 Gale Avenue in April of 2005. The City intends to use the property for governmental purposes or for other related purposes.

RECOMMENDATION: Staff recommends that the Council approve the Resolution.

Attachment

RESOLUTION NO. CC 2016-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 17545 GALE AVENUE, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding Assembly Bill X1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry (“Agency”), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the “City”) adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance (“Department”) issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan (“LRPMP”), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency’s Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 17545 Gale Avenue, City of Industry, California (Property #33); and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City’s General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, pursuant to a Purchase and Sale Agreement (the “Agreement”). The purchase price is \$10,500,000, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by John Laurain of R. P. Laurain & Associates, Inc.; and

WHEREAS, the purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the City and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

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

SECTION 1. The above 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. The purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The City Council hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in 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. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 26th day of May 2016, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
17545 Gale Avenue, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 17545 GALE AVENUE, CITY OF INDUSTRY, CA (this "Agreement"), dated as of May 26, 2016 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

A. Agency is the owner of that certain real property located at 17545 Gale Avenue, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

C. Pursuant to the Dissolution Act, the City of Industry elected to be the Successor Agency to the IUDA to administer the dissolution and winding down of the IUDA. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Property, were transferred, by operation of law, to the Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Best Buy currently occupies the Property pursuant to a Lease originally dated June 6, 1975, as amended. ("Lease").

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be Ten Million Five Hundred Thousand Dollars (\$10,500,000) (the "Purchase Price"), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within

five (5) days after execution of this Agreement by Seller and delivery to Buyer (“Deposit”). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of 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. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date (“Closing Date”) shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder’s Office.

4. CONDITIONS TO CLOSING.

A. Buyer’s Conditions to Closing. Close of Escrow and Buyer’s obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property (“Title Report”). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property, and the Best Buy Lease (“Approved Exceptions”). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

(iii) Delivery of Assignment. Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment in the form attached hereto as Exhibit D, assigning the Best Buy Lease to Buyer (“Assignment”). If any of the conditions to Buyer’s obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

B. Seller’s Condition to Closing. Close of Escrow and Seller’s obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution

Legislation, including California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) except for the Best Buy Lease, there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, modify the Best Buy Lease or enter into any other contracts which will not be terminated on or before Closing.

6. **CONDITION OF PROPERTY.** The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City 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 6. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City'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 City 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 AGENCY 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 PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY 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 AGENCY.

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

City's Initials

The waivers and releases by the City 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.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing (Closing means the date the 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 and Disposition Costs (less any costs, expenses and prorations payable by the Agency, if any) to the Agency). Seller shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below and (3) the conditions specified in Section 4 have been satisfied or waived. Possession of the Property shall be delivered to the City on the Close of Escrow.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association ("ALTA") owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy ("Title Policy").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. Obligation to Refrain from Discrimination. The City 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 City (itself or any person claiming under or through the City) 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 City conveys the Property to a third party after completion of the improvements thereon in accordance with the

Agreement, the City shall be relieved of any further responsibility under this Section 7D as to the Property so conveyed.

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

(i) 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.”

(ii) 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.”

(iii) 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.”

F. Restrictive Covenant. In order to insure the City’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 Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City 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 City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 7E (i), (ii) and (iii) shall remain in effect in perpetuity;

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

8. **BROKERS**. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. **FIRPTA**. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder’s duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. **PROPERTY TAXES.** Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. **CLOSING COSTS.** Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

13. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Paul J. Philips, City Manager
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, California 91744

To Seller: Mr. Paul J. Philips
Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744

with a copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N
Suite 345
City of Industry, CA 91746

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. **RECEIPT OF PROPERTY DOCUMENTS.** Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report;
- (ii) The Environmental Reports, and
- (iii) The Best Buy Lease.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane Schlichting

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and is exempt from Documentary Transfer Tax under California Government Code Section 6103.]

GRANT DEED

Documentary Transfer Tax: \$0.00

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** (the “**Grantor**”), hereby grants to the **CITY OF INDUSTRY** (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 and Sale Agreement and Escrow Instructions [17545 Gale Avenue] (the “**Agreement**”) entered into by and between the Grantor and Grantee dated as of May 10, 2016, 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. Subject to the provisions of Section 7 of the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, 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, or any person claiming under or through it, 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.

2. 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.”

3. 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.

4. 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.

5. 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2016.

GRANTOR:

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

GRANTEE:

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

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

EXHIBIT C

LIST OF ENVIRONMENTAL REPORTS

Final Environmental Site Assessment prepared by Harding ESE

Property Condition Survey Report prepared by Marx/Okubo Associates

CITY COUNCIL

ITEM NO. 5.7



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 Council Members

FROM: James M. Casso, City Attorney

DATE: May 26, 2016

SUBJECT: Consideration of Resolution Approving the Purchase and Sale Agreement for North Side of Stafford Street/West of Glendora, APN: 8208-025-943, City of Industry and making CEQA Findings

BACKGROUND: Earlier this year, the Council directed staff to purchase Successor Agency owned property that could be used by the City for various governmental purposes or for other related purposes. The property on the North Side of Stafford Street/West of Glendora, APN: 8208-025-943 (“the Property”) has been slated for purchase by the City since the inception of the Successor Agency. For the Property, the City will pay to the Agency the appraised value of \$390,000.

The attached Resolution sets forth the requisite findings pursuant to CEQA, and it ensures that the proposed purchase/sale, which awaits Oversight Board and Department of Finance approval, is in compliance with California law.

DISCUSSION: The Agency acquired North Side of Stafford Street/West of Glendora, APN: 8208-025-943 in 1985. The City intends to use the property for governmental purposes or for other related purposes.

RECOMMENDATION: Staff recommends that the Council approve the Resolution.

Attachment

RESOLUTION NO. CC 2016-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR NORTH SIDE OF STAFFORD STREET/WEST OF GLENDORA, APN: 8208-025-943, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding Assembly Bill X1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry (“Agency”), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the “City”) adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance (“Department”) issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan (“LRPMP”), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency’s Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at North Side of Stafford Street/West of Glendora, APN: 8208-025-943, City of Industry, California (Property #51); and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City’s General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, pursuant to a Purchase and Sale Agreement (the “Agreement”). The purchase price is \$390,000, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by John Laurain of R. P. Laurain & Associates, Inc.; and

WHEREAS, the purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the City and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

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

SECTION 1. The above 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. The purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The City Council hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in 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. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 26th day of May 2016, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**
North Side of Stafford Street/West of Glendora, APN: 8208-025-943

THIS PURCHASE AGREEMENT for the property located at NORTH SIDE OF STAFFORD STREET/WEST OF GLENDORA, APN: 8208-025-943, CITY OF INDUSTRY, CA (this "Agreement"), dated as of May 26, 2016 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

A. Agency is the owner of that certain real property located at North Side of Stafford Street/West of Glendora, APN: 8208-025-943, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

C. Pursuant to the Dissolution Act, the City of Industry elected to be the Successor Agency to the IUDA to administer the dissolution and winding down of the IUDA. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Property, were transferred, by operation of law, to the Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Currently, the Property is vacant and will be improved at a later date.

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be Three Hundred Ninety Thousand Dollars (\$390,000) (the "Purchase Price"), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer ("Deposit"). At the close of

escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of 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. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder's Office.

4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property ("Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

B. Seller's Condition to Closing. Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation, including California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval enter into any other contracts which will not be terminated on or before Closing.

6. **CONDITION OF PROPERTY.** The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City 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 6. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City'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 City 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 AGENCY 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 PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY 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 AGENCY.

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

City's Initials

The waivers and releases by the City 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.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing (Closing means the date the 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 and Disposition Costs (less any costs, expenses and prorations payable by the Agency, if any) to the Agency). Seller shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below and (3) the conditions specified in Section 4 have been satisfied or waived. Possession of the Property shall be delivered to the City on the Close of Escrow.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“ALTA”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“Title Policy”).

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. Obligation to Refrain from Discrimination. The City 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 City (itself or any person claiming under or through the City) 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 City conveys the Property to a third party after completion of the improvements thereon in accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 7D as to the Property so conveyed.

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

(i) 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.”

(ii) 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.”

(iii) 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.”

F. Restrictive Covenant. In order to insure the City’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 Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City 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 City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 7E (i), (ii) and (iii) shall remain in effect in perpetuity;

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

8. **BROKERS.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. **FIRPTA.** Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder’s duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. **PROPERTY TAXES.** Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Paul J. Philips, City Manager
15625 East Stafford Street, Suite 100
City of Industry, California 91744

To Seller: Paul J. Philips, Executive Director
Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744

with a copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N
Suite 345
City of Industry, CA 91746

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report; and
- (ii) The Environmental Reports, if any.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

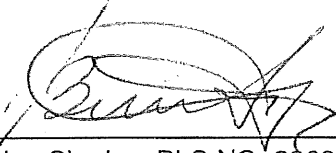
LEGAL DESCRIPTION

(North side of Stafford Street/West of Glendora)

APN: 8208-025-943

REAL PROPERTY IN THE CITY OF CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 7, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 308, FILED IN BOOK 294, PAGE 39 THROUGH 41, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

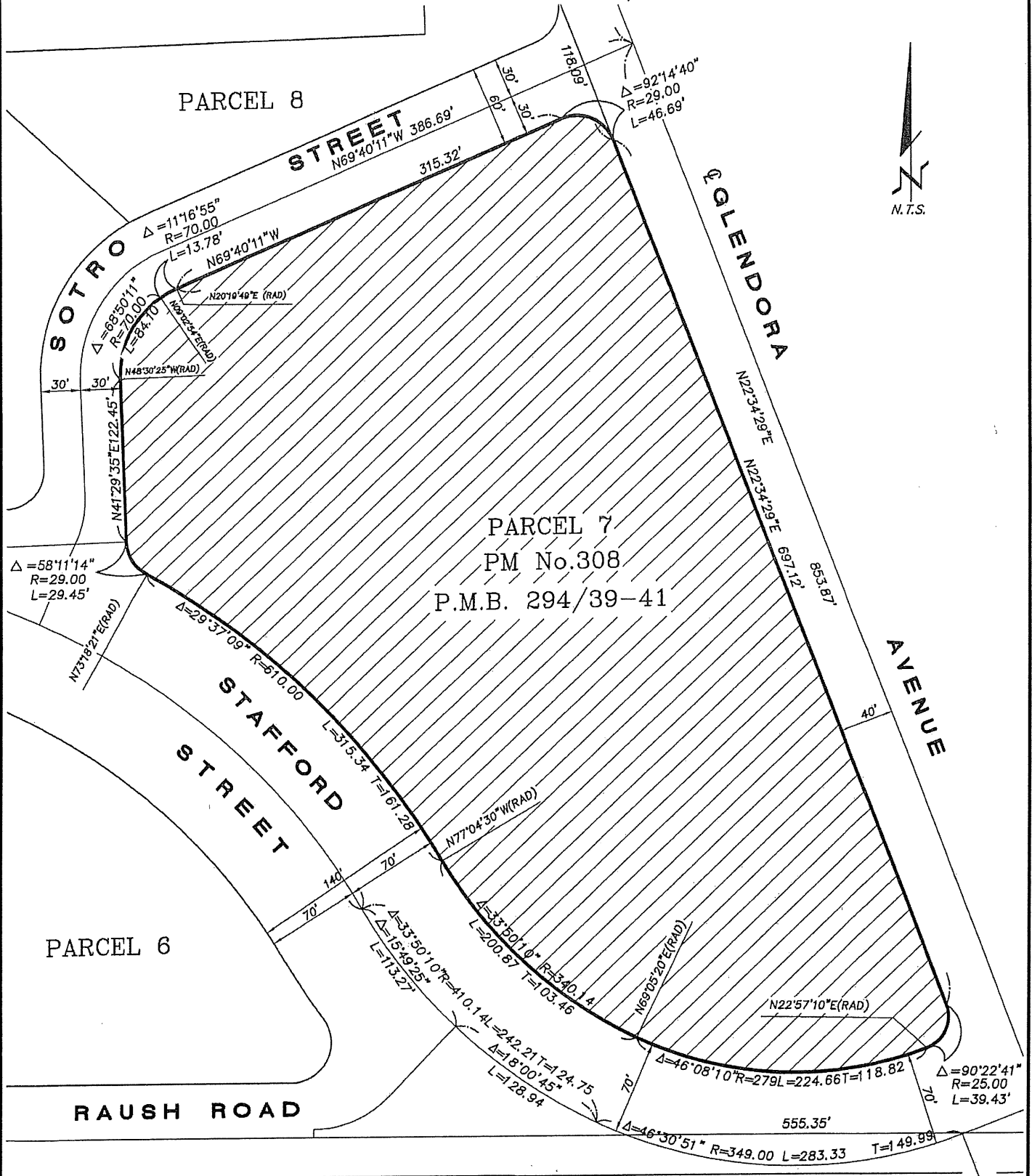


Vladislav Skrejev, PLS NO. 8363



Job No.: MP 12-08 #3 Legal No. 890
Chk'd by W.S. May 11, 2016

NORTH SIDE OF STAFFORD STREET/ WEST OF GLENDORA



PARCEL 6

PARCEL 8

$\Delta=58^{\circ}11'14''$
 $R=29.00$
 $L=29.45'$

Prepared by
CNC ENGINEERING
 255 N. HACIENDA BLVD, Suite 222
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-0336

Legal No.890

Job No. MP 12-03#3 May 16, 2016

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane Schlichting

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and is exempt from Documentary Transfer Tax under California Government Code Section 6103.]

GRANT DEED

Documentary Transfer Tax: \$0.00

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** (the "**Grantor**"), hereby grants to the **CITY OF INDUSTRY** (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 and Sale Agreement and Escrow Instructions [North Side of Stafford Street/West of Glendora, APN: 8208-025-943] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of May 26, 2016, 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. Subject to the provisions of Section 7 of the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, 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, or any person claiming under or through it, 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.

2. 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.”

3. 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.

4. 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.

5. 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2016.

GRANTOR:

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

GRANTEE:

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

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

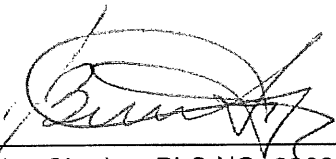
LEGAL DESCRIPTION

(North side of Stafford Street/West of Glendora)

APN: 8208-025-943

REAL PROPERTY IN THE CITY OF CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 7, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 308, FILED IN BOOK 294, PAGE 39 THROUGH 41, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



Vladislav Skrejev, PLS NO. 8363



Job No.: MP 12-08 #3 Legal No. 890
Chk'd by W.S. May 11, 2016

EXHIBIT C

LIST OF ENVIRONMENTAL REPORTS

There are no Environmental Reports

CITY COUNCIL

ITEM NO. 5.8



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 Council Members

FROM: James M. Casso, City Attorney

DATE: May 26, 2016

SUBJECT: Consideration of Resolution Approving the Purchase and Sale Agreement for 208 Waddingham Way, City of Industry and making CEQA Findings

BACKGROUND: Earlier this year, the Council directed staff to purchase Successor Agency owned property that could be used by the City for various governmental purposes. The Waddingham Way property has been slated for purchase by the City since the inception of the Successor Agency. For the Waddingham Way property, the City will pay to the Agency the appraised value of \$203,000.

The attached Resolution sets forth the requisite findings pursuant to CEQA, and it ensures that the proposed purchase/sale, which awaits Oversight Board and Department of Finance approval, is in compliance with California law.

DISCUSSION: The Agency acquired 208 Waddingham Way in 1983. The City intends to use the property for governmental purposes or for other related purposes.

RECOMMENDATION: Staff recommends that the Council approve the Resolution.

Attachment

RESOLUTION NO. CC 2016-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 208 WADDINGHAM WAY, CITY OF INDUSTRY AND MAKING THE REQUISITE CEQA FINDINGS

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding Assembly Bill X1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry (“Agency”), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the “City”) adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance (“Department”) issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan (“LRPMP”), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency’s Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 208 Waddingham Way, City of Industry, California (Property #65); and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City’s General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, pursuant to a Purchase and Sale Agreement (the “Agreement”). The purchase price is \$203,000, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by John Laurain of R. P. Laurain & Associates, Inc.; and

WHEREAS, the purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the City and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

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

SECTION 1. The above 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. The purchase of the Property is 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. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. 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. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law, and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The City Council hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 5. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in 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. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 26TH day of May 2016, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
208 Waddingham Way, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 208 WADDINGHAM WAY, CITY OF INDUSTRY, CA (this "Agreement"), dated as of May 26, 2016 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

A. Agency is the owner of that certain real property located at 208 Waddingham Way, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

C. Pursuant to the Dissolution Act, the City of Industry elected to be the Successor Agency to the IUDA to administer the dissolution and winding down of the IUDA. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Property, were transferred, by operation of law, to the Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Currently, the property is vacant and will be developed at a later date.

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be Two Hundred and Three Thousand Dollars (\$203,000) (the "Purchase Price"), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer ("Deposit"). At the close of

escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of 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. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date (“Closing Date”) shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder’s Office.

4. CONDITIONS TO CLOSING.

A. Buyer’s Conditions to Closing. Close of Escrow and Buyer’s obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property (“Title Report”). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property (“Approved Exceptions”). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

B. Seller’s Condition to Closing. Close of Escrow and Seller’s obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation, including California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer’s obligations under this Agreement, including, but not limited to, Buyer’s obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval enter into any other contracts which will not be terminated on or before Closing.

6. **CONDITION OF PROPERTY.** The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City 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 6. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City'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 City 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 AGENCY 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 PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY 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 AGENCY.

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

City's Initials

The waivers and releases by the City 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.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing (Closing means the date the 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 and Disposition Costs (less any costs, expenses and prorations payable by the Agency, if any) to the Agency). Seller shall deposit into Escrow a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below and (3) the conditions specified in Section 4 have been satisfied or waived. Possession of the Property shall be delivered to the City on the Close of Escrow.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association ("ALTA") owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy ("Title Policy").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above.

D. Obligation to Refrain from Discrimination. The City 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 City (itself or any person claiming under or through the City) 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 City conveys the Property to a third party after completion of the improvements thereon in accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 7D as to the Property so conveyed.

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

(i) 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.”

(ii) 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.”

(iii) 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.”

F. Restrictive Covenant. In order to insure the City’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 Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City 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 City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 7E (i), (ii) and (iii) shall remain in effect in perpetuity;

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

8. **BROKERS.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. **FIRPTA.** Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder’s duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. **PROPERTY TAXES.** Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Paul J. Philips, City Manager
15625 East Stafford Street, Suite 100
City of Industry, California 91744

To Seller: Paul J. Philips, Executive Director
Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744

with a copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N
Suite 345
City of Industry, CA 91746

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report; and
- (ii) The Environmental Reports, if any.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

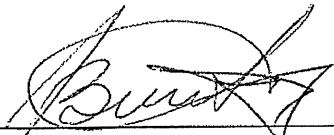
LEGAL DESCRIPTION

(208 Waddingham Way; a Portion of Parcel 1, PM 315; APN: 8719-005-905

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 315 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 304 , PAGES 28 TO 30, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1, SAID POINT OF BEGINNING ALSO BEING A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 338.10 FEET A RADIAL LINE THROUGH SAID POINT BEARS NORTH 54° 55' 01" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49° 11' 18", AN ARC DISTANCE OF 290.26 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 14° 06' 19" EAST, 208.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 378.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44° 40' 27", AN ARC DISTANCE OF 294.81 FEET; THENCE NON TANGENT TO SAID CURVE NORTH 51° 02' 43" WEST, 13.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 49' 52", AN ARC DISTANCE OF 44.69 FEET THENCE TANGENT TO SAID CURVE, NORTH 23° 12' 51" WEST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 52.00 FEET; THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 104° 55' 36", AN ARC DISTANCE OF 95.23 FEET; THENCE NON TANGENT TO LAST SAID CURVE NORTH 51° 12' 21" WEST, 386.81 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 49° 23' 35" EAST, 631.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 168,155 SQUARE FEET (3.8603 ACRES) OF LAND, MORE OR LESS.

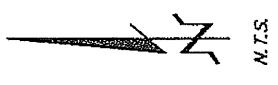


Vladislav Skrejev, PLS NO. 8363



Job No.: MP 12-03 #3 Legal No. 892

Chk'd by  May 16, 2016



208 WADDINGHAM WAY

P.O.B.

N54°55'01"W
(RAD)

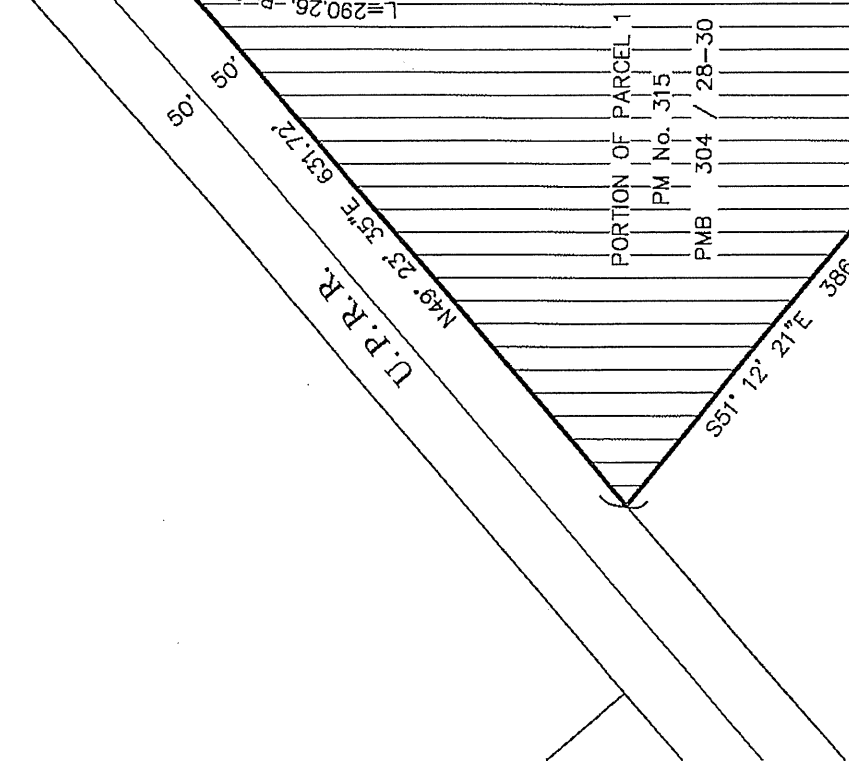
E'LY LINE
PARCEL 1

L=290.26, R=338.10
Δ=049°11'18"

S14°06'19"E 208.54'
L=294.81, R=378.10
Δ=044°40'27"

S59°25'52"E
(RAD)

WADDINGHAM WAY



Line Table		
Line #	Direction	Length
L1	N51° 02' 43"W	13.16
L2	N23° 12' 51"W	50.00

Curve Table			
Curve #	Radius	Delta	Length
C1	92.00	27°49'52"	44.69
C2	52.00	104°55'36"	95.23

Prepared by

CNC ENGINEERING

255 N. HACIENDA BLVD, Suite 222
CITY OF INDUSTRY, CA. 91744
Phone (626) 333-0336

Job No. MP 12-03#3 May 16, 2016

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane Schlichting

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and is exempt from Documentary Transfer Tax under California Government Code Section 6103.]

GRANT DEED

Documentary Transfer Tax: \$0.00

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** (the “**Grantor**”), hereby grants to the **CITY OF INDUSTRY** (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 and Sale Agreement and Escrow Instructions [208 Waddingham Way] (the “**Agreement**”) entered into by and between the Grantor and Grantee dated as of May 26, 2016, 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. Subject to the provisions of Section 7 of the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, 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, or any person claiming under or through it, 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.

2. 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.”

3. 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.

4. 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.

5. 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2016.

GRANTOR:

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Assistant Secretary

GRANTEE:

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

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

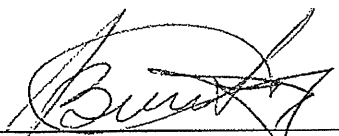
LEGAL DESCRIPTION

(208 Waddingham Way; a Portion of Parcel 1, PM 315; APN: 8719-005-905

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 315 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 304 , PAGES 28 TO 30, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

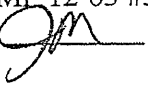
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 1, SAID POINT OF BEGINNING ALSO BEING A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 338.10 FEET A RADIAL LINE THROUGH SAID POINT BEARS NORTH 54° 55' 01" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49° 11' 18", AN ARC DISTANCE OF 290.26 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 14° 06' 19" EAST, 208.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 378.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 44° 40' 27", AN ARC DISTANCE OF 294.81 FEET; THENCE NON TANGENT TO SAID CURVE NORTH 51° 02' 43" WEST, 13.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 92.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 49' 52", AN ARC DISTANCE OF 44.69 FEET THENCE TANGENT TO SAID CURVE, NORTH 23° 12' 51" WEST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 52.00 FEET; THENCE WESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 104° 55' 36", AN ARC DISTANCE OF 95.23 FEET; THENCE NON TANGENT TO LAST SAID CURVE NORTH 51° 12' 21" WEST, 386.81 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 49° 23' 35" EAST, 631.72 FEET TO THE **POINT OF BEGINNING**.

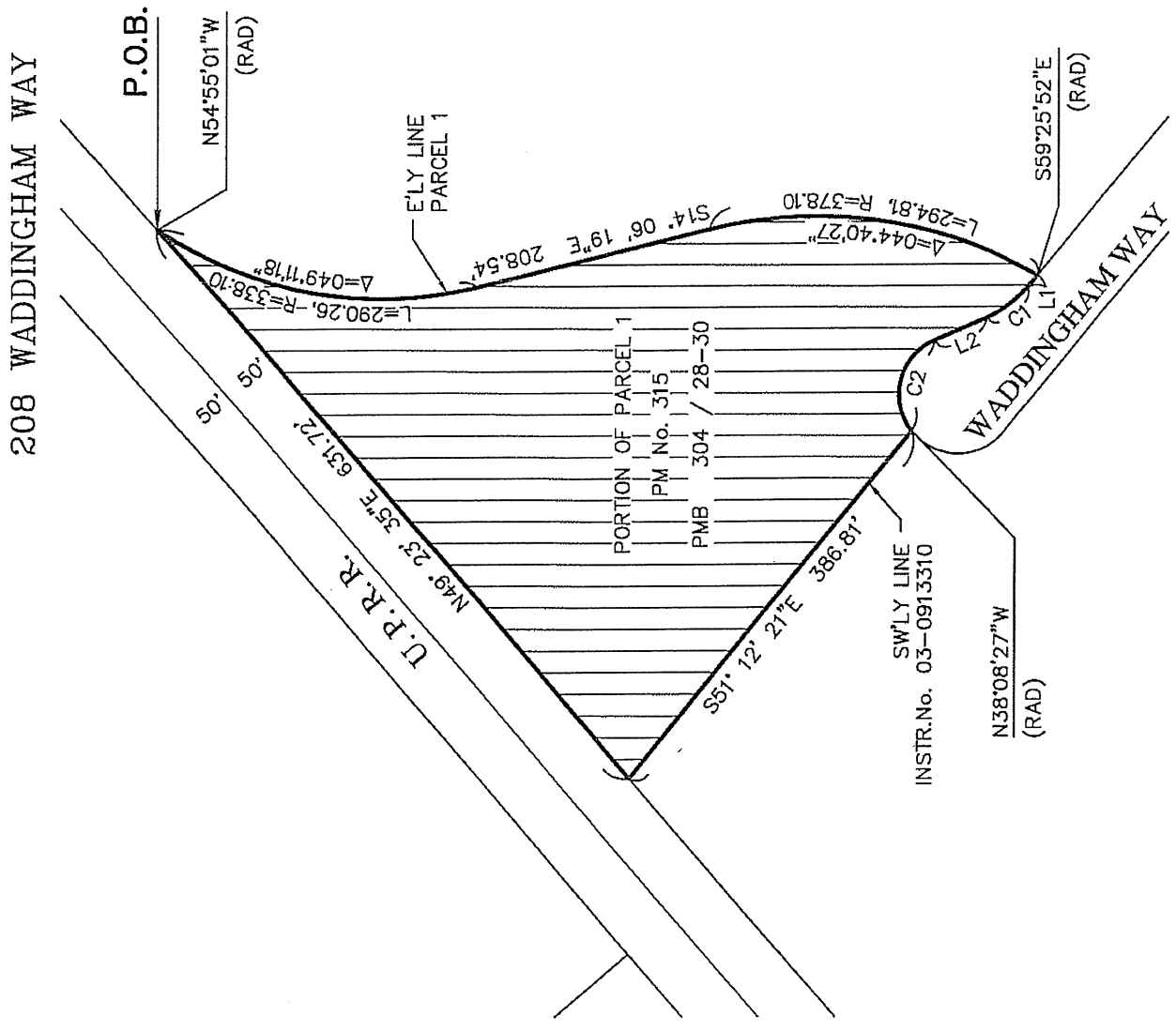
CONTAINING 168,155 SQUARE FEET (3.8603 ACRES) OF LAND, MORE OR LESS.



Vladislav Skrejev, PLS NO. 8363



Job No.: MP 12-03 #3 Legal No. 892
Chk'd by  May 16, 2016



Line Table		
Line #	Direction	Length
L1	N51° 02' 43"W	13.16
L2	N23° 12' 51"W	50.00

Curve Table			
Curve #	Radius	Delta	Length
C1	92.00	27°49'52"	44.69
C2	52.00	104°55'36"	95.23

Prepared by:
CNC ENGINEERING
 255 N. HACIENDA BLVD, Suite 222
 CITY OF INDUSTRY, CA. 91744
 Phone (626) 333-0336
 Job No. MP 12-03#3 May 16, 2016

EXHIBIT C

LIST OF ENVIRONMENTAL REPORTS

There are no Environmental Reports

CITY COUNCIL

ITEM NO. 5.9



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: Alex Gonzalez, Director of Development Services and Administration *AG*
Lissette Calleros, Avant Garde, Grant Program Consultant

Date: May 26, 2016

SUBJECT: Consideration of Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds in the Amount of \$16,346.55 with the Los Angeles County Metropolitan Transportation Authority

The City of Industry is eligible for and has available Federal Transportation Program-Local funds (STP-L). Surface Transportation Program Local (STP-L) funds are federal funds allocated on a per capita basis by Metro based on projections of federal obligation authority (available funds to encumber) as part of the Highway Trust Fund policy. These funds accumulate until requested through an administrative process with Caltrans.

The City of Industry has an amount subject to lapse of \$7,262 plus 4 years of spend ahead for a total amount of \$16,346.55. The Los Angeles County Metropolitan Transit Authority (Metro) invited the City of Industry to participate in the STP-L/Local Fund exchange program in order to exchange the City's federal STP-L funds for local funds in the amount of \$16,019.62. An exchange of City's STP-L funds with LACMTA funds is beneficial to the City as local funds would be available to the City, and the funds subject to lapse would be protected.

On April 25, 2016, the City accepted Metro's proposal to participate in the STP-L/Local Fund exchange program. Industry accepted the funding breakdown provided below and accepted that Metro will charge a 2% administrative fee of \$326.93, which has been calculated in the "Cash" amount.

- Annual allocation: \$1,295
- Unobligated amount as of 12/31/2015: \$11,167
- Subject to lapse: \$7,262
- Balance plus 4 years of spend ahead STPL: \$16,346.55

- Cash received after 2% administrative fee to Metro (if agency chooses the STP-L exchange): \$16,019.62

Metro has developed an Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds document reciting the terms and amount of the funding exchange. Metro has requested that an Automatic Clearing House (ACH) Payment Authorization Form be completed.

The Exchange Agreement has been reviewed by staff and legal counsel of all participating agencies and is found to be in order.

It is hereby recommended that the City Council authorize the City Manager and City Attorney to execute the agreement and complete the requested ACH Payment Authorization Form.

Exhibit

A. Exchange Agreement and Assignment of Federal Surface Transportation Program – Local Funds

PJP:AG:LC:mk

EXHIBIT A

**Exchange Agreement and Assignment of Federal Surface
Transportation Program – Local Funds**

[Attached]

EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM — LOCAL FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds ("AGREEMENT"), is made and entered into as of May 3, 2016, by and between the City of Industry ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. CITY is eligible for and has available Federal Surface Transportation Program-Local funds ("STP-L Funds").
- B. CITY desires to exchange \$16,346.55 of CITY's STP-L Funds for a like amount of LACMTA Local Transportation Funds ("LACMTA Funds").
- C. LACMTA is willing to exchange \$16,346.55 in LACMTA Funds for a like amount of CITY's STP-L Funds subject to the terms and conditions contained herein.
- D. An exchange of CITY's STP-L Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

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

AGREEMENT:

- 1. CITY hereby assigns to LACMTA \$16,346.55 of CITY's STP-L Funds. LACMTA shall be authorized to deduct such amount from CITY's STP-L Fund balance. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds.
- 2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds for use on Federal-aid-eligible project(s), to be determined by LACMTA in its sole and absolute discretion.
- 3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amount of CITY's STP-L Fund Balance, as defined herein, which CITY's STP-L Fund Balance shows that CITY has sufficient STP-L Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$16,019.62 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Fund Balance" shall mean the amount of funds contained in CITY's STP-L Fund account as of the date that this AGREEMENT is fully executed

plus CITY's FY16 apportionment share of STP-L Funds. If the STP-L Fund Balance is insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future STP-L Funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds specified in paragraph 1 above.

4. CITY must complete an Automated Clearing House (ACH) form as provided in Exhibit A to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee ("the Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on STP-L-Eligible Projects by the Lapsing Date. For the purposes of this AGREEMENT, "the Lapsing Date" shall mean the date that is five (5) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

- A. For the purposes of this AGREEMENT, the term "STP-L-Eligible Project" shall mean any transportation capital improvement that would normally qualify for the STP-L program, provided however, that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
- B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract".
- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated STP-L balance funds, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, and then from CITY's Measure R local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable STP-L funds or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such local return funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L-Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA

Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for CITY's own expenditures submitted to LACMTA for the STP-L-Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of

LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF INDUSTRY:

Paul Philips
City Manager
City of Industry
15625 East Stafford Street #100
Industry, CA 91744

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: William Ridder

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF INDUSTRY

By: _____

Phillip A. Washington
Chief Executive Officer


By: _____

Paul Philips
City Manager

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM:

By:  _____
Deputy

By: _____
City Attorney



Metro

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
AUTHORIZATION**

SECTION I: <i>Supplier Information</i>		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State:	Zip Code:
Contact Name:		Contact Phone Number:
Email Address:		
SECTION II: <i>Banking Information</i>		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
Account Number (Required):		
Routing Number (Required):		
SECTION III: <i>Authorization</i>		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
SECTION IV: <i>Approval - Metro Use Only</i>		
Approved by:	Date:	
Entered by:	Date:	



**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
AUTHORIZATION**

Field	Description
Supplier Number	If you know the supplier number, please enter. Not required if not available.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type.
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature.
Phone Number	Enter phone number where authorized person may be contacted.

Please see check sample to find Routing No and Bank Account No

John Smith	101
1234 Walk of the Stars, Hollywood, CA. 90012	
Pay to the Order of _____ \$ _____ Dollars	
Bank of America	
*122000661**0101** 0195300710*	

Routing Number

Account Number



Metro

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
AUTHORIZATION

Please mail your completed form along with a copy of a
voided check to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact:
Remy Maranan at (213)922-6812

CITY COUNCIL

ITEM NO. 5.10



CITY OF INDUSTRY

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

MEMORANDUM

To: Mayor and Members of the City Council

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

Staff: Troy Helling, Senior Planner *TH*

Date: May 26, 2016

Subject: Fireworks Sales

The City of Industry Municipal Code, Section 15.28 allows up to 20 permits for groups to sell Safe and Sane Fireworks. The City received a total of 22 applications this year and pursuant to Section 15.28.090 (c) of the City of Industry Municipal Code, a lottery was held. The following is a list of the 20 applications of which staff recommends City Council approval. In addition, none of the groups will be using City property or Successor Agency property this year.

- 1) Friends of Industry Sheriff's Station
- 2) Workman High School Athletic Boosters
- 3) Wilson High School Athletics Boosters
- 4) Rowland High School Huddle Club
- 5) La Puente High School Athletics
- 6) Nogales High School Regiment Boosters
- 7) Los Altos High School Quarterback Club
- 8) Bishop Amat Memorial High School
- 9) Lyle Olsen Memorial Foundation
- 10) Southland Christian High School
- 11) North View Vikings Baseball
- 12) Shinning Light Ministries
- 13) Cory Lidle Foundation
- 14) Strive Athletics
- 15) Charter Oak Chargers Booster Association
- 16) The Jennifer Lenihan Memorial Scholarship Fund
- 17) Heights Baptist Church
- 18) A Place of Hope
- 19) Kiwanis Club of Hacienda Heights
- 20) San Gabriel Valley YMCA

CITY COUNCIL

ITEM NO. 5.11



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: Alex Gonzalez, Director of Development Services and Administration *AG*
Susan Paragas, City Controller *SP*

Date: May 26, 2016

SUBJECT: Consideration of an Agreement for Broker of Record Designation with Keenan and Associates to Investigate and Negotiate Property and Casualty Insurance Policies

The City of Industry is seeking to reduce the City's costs for insurance, and is investigating options for insurance coverage with firms that are well established in providing municipal insurance coverage and offer a wide range of training and support in Risk Management. The City has applied for membership in the California Joint Powers Insurance Authority (CJPIA), however as of this date, it is not clear whether the City will be able to meet the terms for inclusion into CJPIA before the end of coverage for its current policies on June 30, 2016. As a result, City staff reached out to Keenan and Associates, an insurance brokerage and consulting firm that specializes in providing services to municipalities to investigate and negotiate insurance options for the City.

It is requested that the City Council authorize the City Manager to execute the Broker of Record Designation with Keenan and Associates, and by doing so, Keenan and Associates will be appointed as the City's broker to investigate insurance options and negotiate with insurance carriers on the City's behalf. Keenan will analyze the offerings available to the City in the insurance market, and provide alternatives to the City for insurance coverage.

Exhibits

A. Professional Services Agreement for Broker of Record Designation

PJP: AG: SP

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT FOR BROKER OF RECORD
DESIGNATION SERVICES**

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT FOR BROKER OF RECORD DESIGNATION SERVICES

This Professional Services Agreement for Broker of Record Designation services (hereinafter, "**Agreement**") is made and entered into this 26th day of May, 2016 by and between the City of Industry, a California municipal corporation ("**City**") and Keenan & Associates, a California corporation ("**Contractor**"). The City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. TERM

The term of this Agreement shall commence on **May 26, 2016** (the "**Effective Date**") and shall continue in full force and effect until **June 30, 2017**, or until terminated in accordance with Section 9. This Agreement may be extended on a month to month basis, upon approval by the City.

2. GENERAL SCOPE OF SERVICES

2.1 Contractor shall perform the services ("**Services**") described in the Scope of Services attached hereto as Exhibit A ("**Scope of Services**") and incorporated herein by this reference. Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Contractor, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

2.2 City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

2.3 Contractor shall perform all Services in a manner reasonably satisfactory to the City and in conformance with the standards of quality normally observed by an entity providing insurance brokerage services, serving a municipal agency.

2.4 Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this

Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

2.5 Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. COMPENSATION

3.1 Contractor shall receive compensation from the City for the Services performed in the amount of a flat fee of \$35,000.00 annually if the City does not elect earthquake coverage, and a flat fee of \$40,000.00 annually if the City does elect earthquake coverage. The compensation amount includes services for all City policies, all Successor Agency policies, and services for all City entities, boards and commissions. The compensation detailed above shall be the only compensation provided to the Contractor, no compensation to Contractor shall be in the form of commissions from the insurance carriers and/or other vendors for the placement of insurance coverage. In no event shall City be responsible for any non-payment by any insurance carrier and/or other vendor.

4. FACILITIES AND EQUIPMENT

City shall not furnish physical facilities such as desks, filing cabinets and conference space, for Contractor's use while performing the Services for the City. In no event shall City be obligated to furnish any City vehicle or cellular phone for conducting City business.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (the "**Written Products**") developed by Contractor in the performance of the Services pursuant to this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by City, and no such written products shall be the subject of a copyright application by Contractor.

The City has the right (at Contractor's office, upon not less than three business days' notice, and during business hours) to inspect the books and records of Contractor and its successors and assigns as are pertinent to the purposes of this Agreement.

6. RELATIONSHIP OF PARTIES

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor, or any of its employees, agents and/or volunteers, except as set forth in this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor, and any of its employees, agents, and subcontractors providing services under this Agreement, shall not qualify for or become entitled to, and hereby agrees to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Contractor shall not represent that it, or that any of its employees, agents or volunteers are, is in any manner employees of City.

7. SUBCONTRACTOR SERVICES

Contractor shall obtain the City’s prior written approval before retaining a subcontractor to perform any portion of the Services required by this Agreement. Notwithstanding Contractor’s use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the City Indemnitees (defined below) for any Claims (defined below) arising from, or related to, the services performed by a subcontractor under this Agreement.

8. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Paul J. Philips, City Manager
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744
Email: paul@cityofindustry.org
Tel: (626) 333-2211

And:

James M. Casso
Casso & Sparks
13200 Crossroads Parkway North, Suite 345

City of Industry, CA 91746
Email: jcasso@cassosparks.com
Tel.: (626) 269-2980

If to Contractor:

John Stephens
Senior Vice President
Keenan & Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attention: Vanessa Pena
Email: vpna@keenan.com
Tel: (310) 212-0363

The Parties hereby agree to notify each other in writing, of any a change in the contact person(s), mailing addresses, email addresses and/or facsimile numbers.

9. TERMINATION

City shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to Contractor, with or without cause. Contractor shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to City. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement and no later than ten (10) days from the termination or expiration.

10. INDEMNIFICATION

10.1 The Parties agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**City Indemnitees**") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the performance of the Services pursuant to this Agreement (collectively, "**Claims**"). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Contractor's performance of the Services or Contractor's failure to comply with this Agreement. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the

provisions of this Section and that it is a material element of consideration.

10.3 City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the City Indemnitees.

10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement.

11. INSURANCE

11.1 During the term of this Agreement, Contractor shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the minimum, amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** including bodily injury, property damage, products, completed operations and contractual liability coverage.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence.
- 11.1.3 Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **One Million Dollars (\$1,000,000.00)** per accident.
- 11.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than **One Million Dollars (\$1,000,000.00)**.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

11.2 City and its officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement except for Statutory Workers' Compensation Insurance and Employer's Liability Insurance and Professional Liability Insurance. The coverage shall contain no special limitations on the scope

of protection afforded to City or its officers, officials, employees, agents, or volunteers. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

11.3 Contractor shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.4 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California. The policy or policies for Comprehensive General Liability Insurance, Automobile Liability Insurance, Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be issued by an insurer with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.5 Contractor agrees that if it does not keep the insurance required by this Section 11 in full force and effect the City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

11.6 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 11 are in effect in the required amounts and naming the City as an additional insured. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.7 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.8 All insurance policies required herein shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds, with the exception of professional liability insurance, which shall be written on a claims-made basis.

Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.9 Contractor's insurance coverage shall be primary insurance and shall not be contributing with any insurance or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City.

11.10 Any deductibles or self-Insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

11.11 Waiver of Subrogation: All insurance coverage maintained or procured pursuant to

this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors, subconsultants or any other entity or individual performing services on behalf of Contractor under this Agreement.

12. GENERAL PROVISIONS

12.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.

12.2 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

12.3 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

12.4 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

12.5 If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

12.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.7 This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

12.8 This instrument contains the entire Agreement between the City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

12.9 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12.10 Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

12.11 Contractor shall not be liable for the following: misuse, or failure to follow the manufacturer's operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than Contractor's designated personnel without Contractor's express authorization, or without Contractor's supervision, and products not covered under this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"CITY"
City of Industry

"CONTRACTOR"
Keenan & Associates

By: _____
Paul J. Philips, City Manager

By: _____
John Stephens
Senior Vice President

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

EXHIBIT "A"
SCOPE OF WORK

Contractor shall be designated as the Broker of Record for Liability, Excess Liability, Airport Liability, Auto, Comprehensive Property, and any other insurance products as determined by the City that is found to be in the best interests of the City, collectively the "Coverages". As the Broker of Record, the following services will be provided:

Coverage Review – Keenan shall review applicable coverage and/or policies and provide information and recommendations regarding insured and/or self-insured options, as requested by the City.

Insurance Needs Assessment – Keenan shall work with the City to determine the City's insurance needs.

Insurance Marketing Plan – Review, evaluate, and negotiate insurance renewals on City's behalf. Keenan shall prepare and present to the City its plan for marketing the City to various carriers and/or Coverage providers. In furtherance of this plan, Keenan shall contact those markets that it has determined most likely to meet City's needs, as made known to Keenan.

Insurance Marketing Results – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted.

Obtain Coverage

Ongoing Service – Provide the following support services:

- Continued analysis of coverage program noting available alternatives as appropriate
- Review of claims experience and trends
- Support with billing concerns
- Act as liaison between City and carriers and vendors and serving as a proactive Client advocate
- Respond to day-to-day questions
- Service policies in place and endorse as needed to address client's changes in exposures and operations.

Contractor is authorized to provide a copy of this Agreement to any insurer to demonstrate Contractor's authority to obtain the Coverages.

City shall provide Contractor with timely and accurate information necessary to obtain the Coverages and authorizes Contractor to provide such information to prospective insurers and other coverage providers.

CITY COUNCIL

ITEM NO. 6.1




MEMORANDUM

Date: May 19, 2016

To: Honorable Mayor and Members of the City Council

Prepared by: Dean Yamagata – Frazer, LLP

Via: Susan Paragas – City Controller 

Subject: 2016-2017 Appropriations Limitation and Selecting The Growth In The California Per Capita Income and County Population Growth Adjustment Factors for the City Pursuant to Article XIII B Of The California Constitution

Recommendation

Adopt Resolution No. CC 2016-33

Background

The Appropriations Limit is state-mandated calculation which is required to be approved by the City Council by July 1st for the new fiscal year. The Appropriations Limit sets the annual cap for spending tax proceeds. The 2016-2017 Appropriations Limit has been calculated by using the California Per Capita Income Increase and the County of Los Angeles population growth adjustment factors. The 2016-2017 growth rate has been calculated to be 1.0627% which increases the appropriations limit to \$489,556,758. Based upon the attached calculations to the Resolution, the City is under the cap for Fiscal Year 2016-2017 by \$489,556,758.

Fiscal Impact

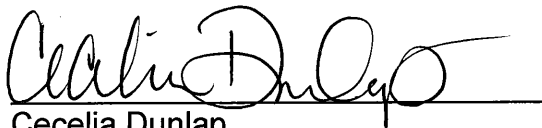
This resolution sets the fiscal year 2016-2017 Appropriations Limit at \$489,556,758.

NOTICE OF AVAILABILITY OF DOCUMENTATION USED
IN DETERMINATION OF PROPOSED APPROPRIATION
LIMIT FOR THE 2016-2017 FISCAL YEAR PURSUANT
TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION

Please take notice that the documentation used in the determination of the proposed appropriations limit for the City of Industry for 2016-2017 fiscal year pursuant to Article XIII B of the California Constitution is on file and available for public review in the Office of the City Clerk, City Administrative Offices, 15625 E. Stafford Street, Suite 100, City of Industry, California.

The proposed appropriations limit for 2016-2017 fiscal year will be considered by the City Council at their regular meeting of May 26, 2016 at 9:00 a.m. in the City of Industry Council Chamber, 15651 E. Stafford Street, City of Industry, California.

Dated: May 9, 2016

A handwritten signature in black ink, appearing to read 'Cecelia Dunlap', written over a horizontal line.

Cecelia Dunlap
Deputy City Clerk

RESOLUTION NO. CC 2016-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING THE 2016-2017 APPROPRIATIONS LIMIT AND SELECTING THE GROWTH IN THE CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

THE CITY OF INDUSTRY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

SECTION 1: The appropriations limit of the City of Industry for the 2016-2017 fiscal year is hereby established at \$489,556,758 pursuant to Article XIII B of the California Constitution.

SECTION 2: The appropriations limit is calculated by using the California Per Capita Income Increase and County of Los Angeles population growth adjustment factors.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on May 26, 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

CITY OF INDUSTRY
 APPROPRIATIONS LIMITS CALCULATION
 FISCAL YEAR 2016-2017

	AMOUNT
A. LAST YEAR'S LIMIT	\$ 460,672,587
B. ADJUSTMENT FACTORS	
1. Population % (City or <u>County</u> population Growth)	1.0085
2. Inflation % (Calif. Per Capita Income or Increase in Non-residential (assessed valuation due to new construction))	1.0537
Total Adjustment %	1.0627
C. ANNUAL ADJUSTMENT \$	28,884,171
D. OTHER ADJUSTMENTS:	
Assumed Responsibility - Booking Fees	
Property Tax Collections	-
(Lost Responsibility)	-
(Transfer to Private)	-
(Transfer to Fees)	-
Sub-total	-
E. TOTAL ADJUSTMENTS	28,884,171
F. CURRENT YEAR'S LIMIT	\$ 489,556,758

City of Industry
Appropriations Subject To The Annual Limit
For Fiscal Year 2016-2017

Appropriations Subject to Limitation

	Amount
A. Proceeds of Taxes	\$ 35,247,804
B. Exclusions	<u>35,247,804</u>
C. Appropriation Subject To Limitations	\$ -
D. Current Year Limit	<u>489,556,758</u>
E. Over/(Under) Limit	<u><u>\$ (489,556,758)</u></u>



May 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

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

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

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

Please Note: Prior year's city population estimates may be revised.

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

MICHAEL COHEN
Director
By:

AMY COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17: $1.0537 \times 1.0090 = 1.0632$

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
Los Angeles				
Agoura Hills	0.68	21,068	21,211	21,211
Alhambra	0.91	85,999	86,782	86,782
Arcadia	0.88	56,550	57,050	57,050
Artesia	0.42	16,726	16,797	16,883
Avalon	0.16	3,672	3,678	3,678
Azusa	1.07	48,962	49,485	49,485
Baldwin Park	0.27	74,534	74,738	74,738
Bell	0.42	36,562	36,716	36,716
Bellflower	0.27	76,154	76,363	76,363
Bell Gardens	0.45	42,759	42,952	42,952
Beverly Hills	0.44	34,610	34,763	34,763
Bradbury	1.26	1,109	1,123	1,123
Burbank	0.28	104,815	105,110	105,110
Calabasas	0.41	24,164	24,263	24,263
Carson	0.54	93,489	93,993	93,993
Cerritos	0.42	49,205	49,412	49,412
Claremont	0.54	36,022	36,218	36,218
Commerce	0.52	13,059	13,127	13,127
Compton	0.54	100,685	101,226	101,226
Covina	0.43	49,078	49,291	49,291
Cudahy	0.46	24,490	24,602	24,602
Culver City	0.60	40,207	40,448	40,448
Diamond Bar	1.26	56,371	57,081	57,081
Downey	0.43	113,691	114,181	114,181
Duarte	0.99	21,960	22,177	22,177
El Monte	0.80	112,977	113,885	113,885
El Segundo	0.30	16,596	16,646	16,646
Gardena	0.73	60,346	60,785	60,785
Glendale	1.03	199,620	201,668	201,668
Glendora	0.58	52,060	52,362	52,362
Hawaiian Gardens	0.59	14,838	14,926	14,926
Hawthorne	0.56	87,517	88,003	88,003
Hermosa Beach	0.15	19,771	19,801	19,801
Hidden Hills	0.65	1,860	1,872	1,872
Huntington Park	0.38	59,493	59,718	59,718
Industry	0.23	440	441	441
Inglewood	0.59	115,966	116,648	116,648
Irwindale	-1.67	1,439	1,415	1,415

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

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
La Canada Flintridge	0.45	20,464	20,556	20,556
La Habra Heights	0.61	5,426	5,459	5,459
Lakewood	0.36	78,187	78,471	78,471
La Mirada	0.38	49,452	49,639	49,639
Lancaster	0.43	151,695	152,349	157,094
La Puente	0.37	40,373	40,521	40,521
La Verne	0.52	33,027	33,200	33,200
Lawndale	0.39	33,365	33,496	33,496
Lomita	0.29	20,232	20,290	20,290
Long Beach	0.66	481,719	484,879	484,958
Los Angeles	1.27	3,977,541	4,028,043	4,030,904
Lynwood	0.20	72,358	72,505	72,505
Malibu	0.50	12,643	12,706	12,706
Manhattan Beach	0.36	35,172	35,297	35,297
Maywood	0.44	28,094	28,219	28,219
Monrovia	0.74	37,254	37,531	37,531
Montebello	0.48	63,620	63,924	63,924
Monterey Park	0.34	61,137	61,346	61,346
Norwalk	0.27	104,278	104,562	105,292
Palmdale	0.60	159,112	160,072	160,072
Palos Verdes Estates	0.42	13,655	13,712	13,712
Paramount	0.46	56,143	56,400	56,400
Pasadena	0.89	139,781	141,023	141,023
Pico Rivera	0.39	64,020	64,272	64,272
Pomona	0.58	154,712	155,604	155,604
Rancho Palos Verdes	0.46	42,825	43,024	43,041
Redondo Beach	0.57	69,101	69,494	69,494
Rolling Hills	0.52	1,933	1,943	1,943
Rolling Hills Estates	0.27	8,006	8,028	8,028
Rosemead	0.44	54,987	55,231	55,231
San Dimas	0.32	34,035	34,144	34,144
San Fernando	0.53	24,404	24,533	24,533
San Gabriel	0.51	40,219	40,424	40,424
San Marino	0.34	13,520	13,566	13,566
Santa Clarita	1.72	215,890	219,611	219,611
Santa Fe Springs	3.29	17,827	18,414	18,459
Santa Monica	0.59	93,093	93,640	93,640
Sierra Madre	0.34	10,976	11,013	11,013
Signal Hill	0.42	11,624	11,673	11,673
South El Monte	1.01	20,605	20,814	20,814

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

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2015-2016	1-1-15	1-1-16	1-1-2016
South Gate	1.43	98,176	99,578	99,578
South Pasadena	0.38	25,929	26,028	26,028
Temple City	0.89	36,210	36,534	36,534
Torrance	0.41	146,570	147,175	147,175
Vernon	72.13	122	210	210
Walnut	0.52	29,996	30,152	30,152
West Covina	0.74	107,081	107,873	107,873
West Hollywood	0.38	35,788	35,923	35,923
Westlake Village	0.40	8,351	8,384	8,384
Whittier	0.47	87,924	88,341	88,341
Unincorporated	0.28	1,048,161	1,051,078	1,051,989
County Total	0.85	10,145,677	10,231,861	10,241,335

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

CITY COUNCIL

ITEM NO. 6.2



MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: May 26, 2016
SUBJECT: Retention of "Independent Reform Advisor"/Consultant

The City continues to implement internal, as well as external, changes with the goal of implementing: (1) Best practices; (2) challenges and opportunities outlined in the 1/2016 State Controller's Report; (3) recommendations detailed in the 2011 Grand Jury Report; and (4) ongoing reforms directed by the City Council.

Accordingly, we have been advised that an "extra layer" of review and analysis may provide the community with added confidence that various issues of concern are being addressed. Securing additional advice may be the most efficient way to proceed. Attached for your review and direction is a proposed Professional Services Agreement between the City and William Lockyer, Esq., former Attorney General. Mr. Lockyer's experience and background is unique and unquestionable, as well as relevant to the current concerns facing the City.

IT IS RECOMMENDED that the City Council approve the attached Professional Services Agreement, and authorize the City Manager to sign said Agreement as presented.

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 31, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and William Lockyer, Esq. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 1, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing consulting services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom

Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant an amount not to exceed Twenty-Five Thousand dollars (\$25,000.00) per month for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of

an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry Attention: City Manager 15625 E. Stafford, Suite 100 City of Industry, CA 91744
With a Copy To:	James M. Casso, City Attorney P.O. Box 4131 West Covina, CA 91791
To Consultant:	William Lockyer, Esq. 2211 Michelson Drive, 7 th Floor Irvine, CA 92612

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or

provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
William Lockyer, Esq.

By: _____
Paul J. Philips, City Manager

By _____
William Lockyer, Esq.

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

Serve as "Independent Reform Advisor"

- Address the State Controller's Audit recommendations
- Report publicly and quarterly on specified public objectives beginning on or before September 1, 2016, including
 - Independence of the Housing Commission
 - New Housing Development
 - Possible Community Benefit Fund
 - Possible Green Commission

Additional State Controller's Audit issues:

- City Council Compensation Limits, executive salary
- Competitive Bidding Practices

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and members of the City Council
From: Paul J. Philips, City Manager *Paul J. Philips*
Staff: Troy Helling, Senior Planner *TH*
Date: May 26, 2016
Subject: **Consideration of a Right-of-Way Agreement for Verizon Wireless on Hanover Road between Castleton Street and Colima Road**

Proposal

The City has received an application for the installation of a cell site in the public right-of-way on Hanover Road between Castleton Street and Colima Road. The cell site will be located on a new Edison (SCE) street light pole, and will be comprised of a mounted telecommunication antenna and related equipment. Staff has reviewed the proposal and determined that it meets all the development standards contained in Industry Municipal Code Section 17.17 Wireless Telecommunications Facilities. The existing street light pole will be replaced with a new street light pole that matches in height and style, and will include a 3 foot radome antenna at the top and two smaller equipment boxes just below the antenna. There will be three at grade level boxes on the ground adjacent to the new pole. There will be no equipment on the ground.

Under state law, telephone corporations are permitted to construct telephone lines along and upon the public right of way. Cities may regulate the placement of wireless facilities in the public right of way through reasonable time, place and manner restrictions. This is done through the imposition of aesthetic regulations, coupled with a right of way agreement. City Staff have determined that the proposed cell site complies with the City's design standards. Staff is therefore recommending that the City Council approve the right of way agreement to allow the wireless company to install, construct and maintain the facility.

Recommendation

Because the project complies with City use, design, and development standards, staff recommends that the City Council:

- 1) Approve a Right-of-Way Agreement for Verizon Wireless for a new cell site by replacing an existing street light with a new street light with telecommunications equipment; and
- 2) Execute the Right-of-Way Agreement.

Attachments

- Attachment 1: Right-of-Way Agreement
- Attachment 2: Location Map
- Attachment 3: Site Plan
- Attachment 4: Photo Simulations

Attachment 1

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement (“Agreement”) is entered into as of May 26, 2016 (the “Effective Date”), between the City of Industry, California, a California a municipal corporation (“CITY”), and Los Angeles SMSA Limited Partnership, a California Limited Partnership (“UTILITY”). CITY and UTILITY are individually referred to in this Agreement as a “Party”, and collectively as the “Parties.”

RECITALS

A. UTILITY is authorized to provide telecommunications services within the state of California (“State”) pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of the State of California (Certificate No. 8435500014).

B. UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way, located at the east side of Hanover Road, approximately 283 feet south of Castleton Street, within the territorial limits of the CITY (the “Territory”) and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities.

C. The Parties desire to establish the terms and conditions on which UTILITY will access and occupy the CITY’s public rights-of-way for purposes of constructing, installing, and maintaining facilities in the CITY’s Territory in connection with its provision of telecommunications services.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties agree as follows:

I. SCOPE OF RIGHTS AND OBLIGATIONS

A. Installation and Operation of Facilities. Subject to the terms of this Agreement, all applicable CITY laws, ordinances, codes, policies and administrative regulations, including, but not limited to, Chapter 12.08 of the Industry Municipal Code, as they may be amended (collectively “CITY laws”); and the issuance of any applicable permits required by the CITY laws or any other Federal or State laws (including any permits for the making of excavations, fills, or obstructions in any streets or highways in the Territory required by the CITY), UTILITY may, at UTILITY’s expense and during the Term:

1. locate, lay, place, attach, install, control, construct, repair, and maintain wires, cables, pipes, and other equipment and services (the “Facilities”) on, in, along, across, under, over, or through the

streets, alleys, highways, bridges, or other dedicated public vehicular rights-of-way, in the Territory (i) owned or acquired by the CITY from and after the Effective Date, or (ii) over which the CITY has or acquires jurisdiction or control from and after the Effective Date (the “Rights-of-Way”); and

2. operate and use the Facilities to conduct its business in the Territory.

B. Permitted Uses. This Agreement does not convey any property interest to UTILITY, nor may UTILITY claim under this Agreement any property interest, in the Rights-of-Way. The rights granted to UTILITY and arising under this Agreement are subject and subordinate to the CITY’s right to use the Rights-of-Way in the performance of its Public Duties. For purposes of this Agreement, “Public Duties” means the laying, installation, maintenance, protection, replacement, and removal of sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, together with any appurtenances thereof and the right of egress and ingress on, along, across, under, over, and through the Rights-of-Way, and any change of grade, alignment or width of the Rights-of-Way, the installation of curbs, gutters, or landscaping along the Rights-of-Way, and any maintenance, repair, or resurfacing of any Rights-of-Way.

C. No Interference. Except as authorized or permitted by applicable law, in the performance of and exercise of its rights under this Agreement, UTILITY may not materially interfere with the operation of any sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, or facilities relating thereto, located in the Territory and owned or controlled by the CITY or a third party. UTILITY shall not obstruct any public street or sidewalk without obtaining such encroachment permits or other approvals as may be required by CITY. UTILITY shall conduct construction, maintenance or repair work only during those hours set forth in the City’s Municipal Code when construction activities are permitted.

D. Maintenance. UTILITY agrees to maintain its Facilities in good condition at all times during the Term. In the event that any Facilities cause damage to the CITY’s Rights-of-Way or interfere with the performance of any Public Duties or other uses of the Rights-of-Way as provided in Section 1.C above, UTILITY agrees, upon notice from the CITY, to promptly commence and complete all necessary repairs to cure any such damage caused by the Facilities, at its own cost and expense.

E. Removal and Relocation.

1. If UTILITY has attached or connected its Facilities to the facilities of other utilities or parties located in the Rights-of-Way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, the UTILITY will be bound to relocate or remove its Facilities at the same time

and in the same manner as such utilities or parties at UTILITY's sole cost and expense.

F. Abandonment

1. Nothing in this Agreement may be construed as requiring UTILITY to exercise its rights hereunder. Accordingly, UTILITY may abandon any of its Facilities in its sole discretion at any time upon written notice to the CITY (an "Abandoned Facility"). In the event UTILITY abandons one or more Facilities, UTILITY will, at its sole expense, vacate and remove the Facilities within six (6) months of such abandonment. UTILITY's obligations arising under this Section 1.F are in addition to obligations imposed on UTILITY by applicable CITY laws or other laws relating to the refilling of excavations or removal of obstructions. Notwithstanding the foregoing, with the CITY's written consent, UTILITY will not be required to vacate or remove an Abandoned Facility, and such Abandoned Facility will convey to the CITY as part of such written agreement.
2. If UTILITY fails to vacate or remove an Abandoned Facility (or otherwise obtain consent from the CITY not to vacate or remove the Abandoned Facility) within six (6) months of its notice of abandonment, the CITY will deliver UTILITY written notice of such failure. UTILITY will have an additional three (3) months from and after the date it receives such notice from the CITY to remove the Abandoned Facility. If UTILITY fails to vacate or remove the Abandoned Facility after such three-month period, the CITY may either (i) remove the Abandoned Facility at UTILITY's expense, which expense UTILITY must remit to the CITY within sixty (60) days of receiving an invoice from the CITY setting forth the nature and scope of such expenses; or (ii) deem the Abandoned Facility to have been abandoned and conveyed to the CITY.

G. Non-Exclusivity. UTILITY acknowledges that the rights granted under this Agreement are not exclusive, and that CITY may grant the same or similar rights and privileges to other authorized persons or companies, provided that such grant of rights or privileges does not materially interfere with UTILITY's Facilities.

II. TERM

A. Term. The initial term of this Agreement is for 10 years from the Effective Date (the "Initial Term").

B. Renewal. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms unless UTILITY notifies CITY of its intent not to renew the Agreement (any such period, the "Renewal Term," together with

the Initial Term, the "Term"). Such notice must be made in writing no less than 30 days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

C. Effect of Expiration. Upon the expiration of this Agreement, all rights and obligations between the Parties will cease except for UTILITY's removal obligations under Section 1.E and its indemnity obligations under Section IV.D, which will expressly survive the expiration of this Agreement. Notwithstanding the forgoing, the expiration of this Agreement, will not affect or diminish either Party's rights, claims, or remedies available in equity, at law or otherwise arising hereunder.

D. Termination. This Agreement may be terminated by the CITY upon 30 days' prior written notice to the UTILITY for breach of the Agreement. Upon receipt of the termination notice, UTILITY shall have 30 days to cure the breach, and provide evidence to the satisfaction of the CITY that the breach is cured. In the event the breach remains uncured, and the CITY has not provided an extension to cure, the termination shall be effective.

III. COMPLIANCE WITH APPLICABLE LAW

UTILITY agrees to comply with all CITY laws; provided, however, that such laws are consistent with State and Federal laws, including those relating to UTILITY's right to construct, install, and maintain the Facilities and its right to provide intrastate and interstate telecommunications services. In the event of a conflict between such laws and this Agreement, the provisions of this Agreement will control.

IV. MISCELLANEOUS

A. Assignment and Transfer of Control; Binding Effect. UTILITY may assign or transfer its rights and obligations under this Agreement to any other party upon prior notice to and consent from CITY based upon reasonable evidence that such party is authorized to maintain and operate the Facilities. Without limiting the generality of the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties and their successors.

B. Notice. Every notice or response to be served on the CITY or UTILITY must be in writing and will be deemed to have been duly given to the required party on the earlier of: (i) where there is personal delivery; the date of actual receipt; or (ii) three (3) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. Such notices or responses shall be addressed as follows:

If to the CITY:	City Manager CITY of Industry 15625 East Stafford Street, Suite #100 Industry, CA 91744
-----------------	--

With copies to:

CNC Engineering
255 N. Hacienda Blvd.
Industry, CA 91744

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

If to UTILITY:

Los Angeles SMSA Limited Partnership
DBA Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network

With a copy to:

Governing Law; Venue. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the municipal, superior, or federal district court in Los Angeles County, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the UTILITY's use and operation of Facilities on City Territory, pursuant to Section I.A.1 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.

C. Indemnification. UTILITY agrees to indemnify and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the CITY may suffer or incur or to which the CITY may become subject by reason of or arising out of any negligent or willfully wrongful acts or omissions of UTILITY, or its officers, employees, contractors or agents committed with respect to or arising from the installation, operation or use of UTILITY's Facilities under this Agreement.

D. Insurance. UTILITY shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by reference.

E. Approval for use of Light Poles. Prior to commencement of the installation and operation of the Facilities, UTILITY shall obtain written approval from the owner of the streetlight to which the Facilities will be attached, and shall provide proof of such approval to the CITY. In the event the ownership of the streetlights is transferred during the Term of this Agreement, UTILITY shall provide the CITY with proof of written approval from any subsequent owner.

F. Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

G. Expenses. Except as otherwise provided under the CITY laws, all costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such expenses.

H. Electricity. UTILITY shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Notwithstanding the foregoing, in the event that the ownership of the poles to which the Facilities are attached transfer in ownership to the CITY, or an entity of the CITY, UTILITY shall pay to the CITY the fee established by the CITY for the operation and maintenance of each pole.

I. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior written and oral agreements and understandings between the Parties, with respect to the subject matter hereof.

K. Waiver. Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

L. Headings. Captions and section headings used in this Agreement are for convenience of the Parties only, are not a part of this Agreement, and will be given no substantive or interpretive effect whatsoever.

M. Amendment. This Agreement may only be amended by a written agreement signed by both Parties.

N. Authority. Each individual executing this Agreement on behalf of each respective Party acknowledges and warrants that: (i) it has full authority to execute this Agreement on behalf of such Party, (ii) this Agreement has been duly authorized and approved by such Party, and (iii) this Agreement constitutes a valid and binding obligation of such Party.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement, or caused it to be executed and delivered, as of the Effective Date.

“CITY”

“UTILITY”

City of Industry

Los Angeles SMSA Limited Partnership
DBA Verizon Wireless

By: _____
Paul Philips, City Manager

By: _____
Phillip French, Executive Director, Network

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments: Exhibit A Insurance Requirements

EXHIBIT A INSURANCE REQUIREMENTS

Without limiting UTILITY's indemnification of City, and prior to commencement of the installation of the Facilities, UTILITY shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. UTILITY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. UTILITY shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the UTILITY arising out of or in connection with the installation and operation of the Facilities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. UTILITY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

UTILITY shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. UTILITY shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. UTILITY shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of installation and operation of the Facilities hereunder by UTILITY, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by UTILITY shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by UTILITY. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow UTILITY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. UTILITY hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). UTILITY acknowledges and agrees that any actual or alleged failure on the part of the City to inform UTILITY of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the UTILITY maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the UTILITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. UTILITY agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that UTILITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. UTILITY agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by UTILITY, provide the same minimum insurance coverage and endorsements required of UTILITY. UTILITY agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. UTILITY agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the UTILITY ninety (90) days advance written notice of such change.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. UTILITY shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from UTILITY's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. UTILITY shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Attachment 2

Location Map



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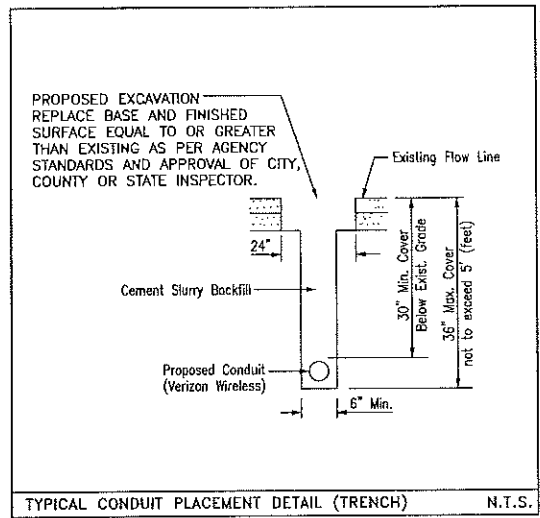
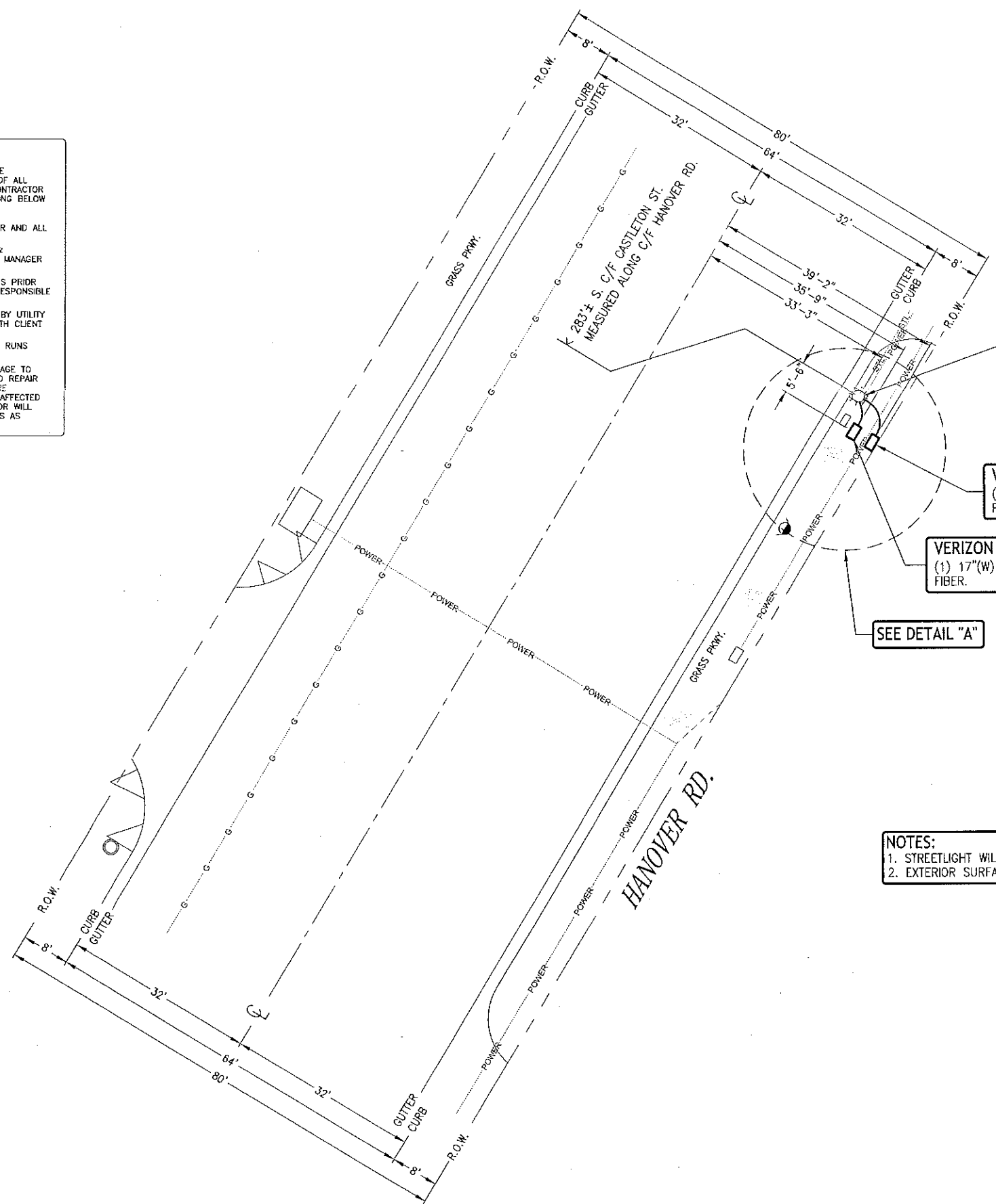
Attachment 3

Site Plan

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UNDERGROUND UTILITIES NOTE:
 THE LOCATIONS AND EXISTENCE OF ANY UNDERGROUND PIPES, STRUCTURES OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXIST. UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT SHOWN ON THIS PLAN.

- NOTES:**
- 1) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPERTY OWNER & NECESSARY UTILITY COMPANIES FOR THE LOCATION OF ALL EXISTING BELOW GRADE UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE COSTS ASSOCIATED WITH EXISTING BELOW GRADE UTILITIES.
 - 2) CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
 - 3) CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE & SEPARATION OF CONDUITS PRIOR TO INSTALLATION. NOTIFY CONSTRUCTION MANAGER IMMEDIATELY OF ANY DISCREPANCIES.
 - 4) CONTRACTOR TO CALL DIG ALERT (800)-227-2600 A MINIMUM OF 48 HRS PRIOR TO EXCAVATING FOR UNDERGROUND UTILITY LOCATIONS. CONTRACTOR IS RESPONSIBLE TO HAVE ALL NONPUBLIC UTILITIES LOCATED AT THEIR OWN EXPENSE.
 - 5) PROPOSED UTILITY SERVICES SHOWN NEED TO BE VERIFIED & APPROVED BY UTILITY COMPANIES BEFORE START OF CONSTRUCTION. CONTRACTOR TO VERIFY WITH CLIENT PROJECT MANAGER TO OBTAIN FINAL APPROVAL.
 - 6) LINES SHOWN DO NOT REPRESENT THE EXACT LOCATION OF THE CONDUIT RUNS CONTRACTOR TO VERIFY SERVICE LOCATIONS w/ACTUAL FIELD CONDITIONS.
 - 7) CONTRACTOR SHALL IMMEDIATELY INFORM CLIENT OF ANY ACCIDENTAL DAMAGE TO EXISTING UTILITIES BY TELEPHONE AND E-MAIL REGARDLESS OF ABILITY TO REPAIR OR MITIGATE. A FOLLOW-UP E-MAIL REPORT WITH DIGITAL PHOTOS WILL BE REQUIRED DAILY UNTIL RESOLUTION HAS BEEN ACCEPTED BY CLIENT AND AFFECTED SERVICE PROVIDERS AND RECIPIENTS. AT THEIR OWN EXPENSE, CONTRACTOR WILL EXERCISE ALL EFFORTS TO HAVE REPAIRS MADE BY QUALIFIED TECHNICIANS AS APPROVED BY SERVICE PROVIDER.



EXIST. POLE# 4126729E

SCE TO REPLACE:
 (1) EXIST. CONC. 29'-0" STREET LIGHT POLE WITH (1) NEW CONC. STREET LIGHT POLE. VERIZON WIRELESS TO INSTALL (1) 28" DIA. X 36H" RADOME W/ (1) CSS X7CAP-265 ANTENNA, (2) RRUS-12'S & (2) PSU'S ON NEW STREET LIGHT.

VERIZON WIRELESS TO INSTALL:
 (1) 17"(W) X 30"(L) X 15"(H) WTR HANDHOLE PULL-BOX VZW POWER.

VERIZON WIRELESS TO INSTALL:
 (1) 17"(W) X 30"(L) X 18"(H) PULL-BOX VZW FIBER.

SEE DETAIL "A"

- NOTES:**
1. STREETLIGHT WILL BE FUNCTIONAL.
 2. EXTERIOR SURFACES MUST BE NONREFLECTIVE MATERIAL.



A&E DEVELOPMENT

core

DEVELOPMENT SERVICES
 A&E SERVICES

3350 E. Birch Street, Suite 250
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

SITE BUILDER

verizon

15505 SAVID CANYON AVENUE
 BLDG. D, FIRST FLR
 IRVINE, CALIFORNIA 92618
 949.286.7000

SITE INFORMATION

SITE NAME:
SCL ROWLAND HEIGHTS B1 - R.O.W.

SITE ADDRESS
 E/S HANOVER RD. ±283' S/O
 CASTLETON ST.,
 ROWLAND HEIGHTS, CA 91748

100% ZD'S

DATE: 02/10/15

ENGINEERED BY:
 CORE DEVELOPMENT SERVICES

DRAFTED BY:
 CORE DEVELOPMENT SERVICES

REVISIONS

REV	DESCRIPTION	DATE/BY
1	90% ZD'S	02/11/15 LR
2	100% ZD'S	03/18/15 LR
3	AMERON STREET LIGHT DESIGN	05/11/15 HA
4	GPS REMOVED	06/23/15 LR
5	WTR INFO ADDED	02/19/16 LR

STAMP

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

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Attachment 4

Photo Simulations

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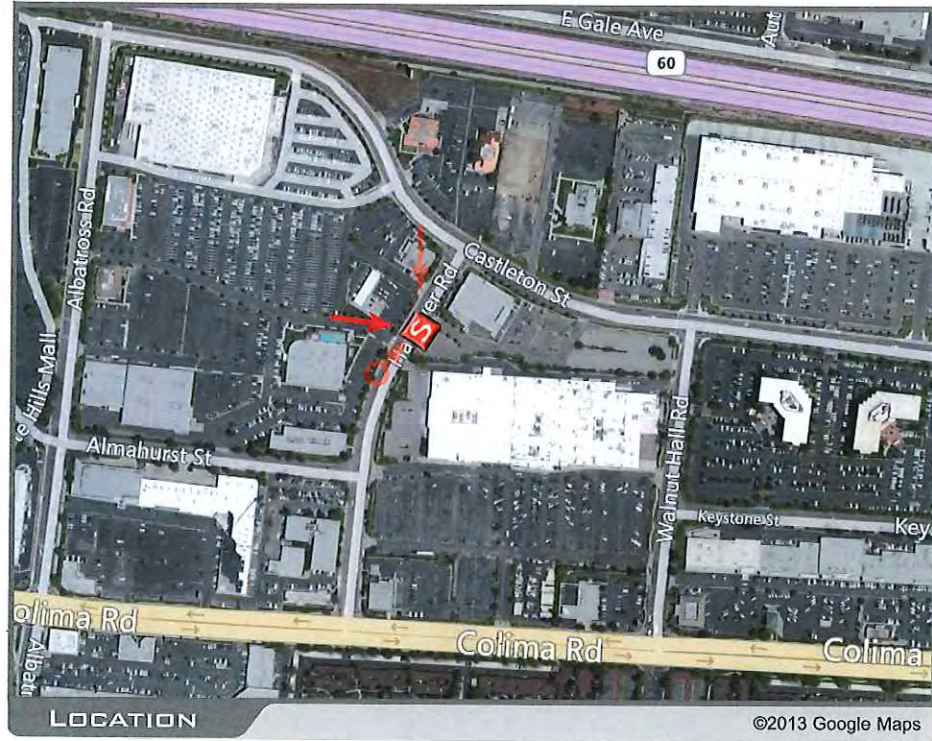


ROWLAND HEIGHTS B 1

E/S HANOVER RD +/- 283' S/O CASTLETON ST CITY OF INDUSTRY CA 91748



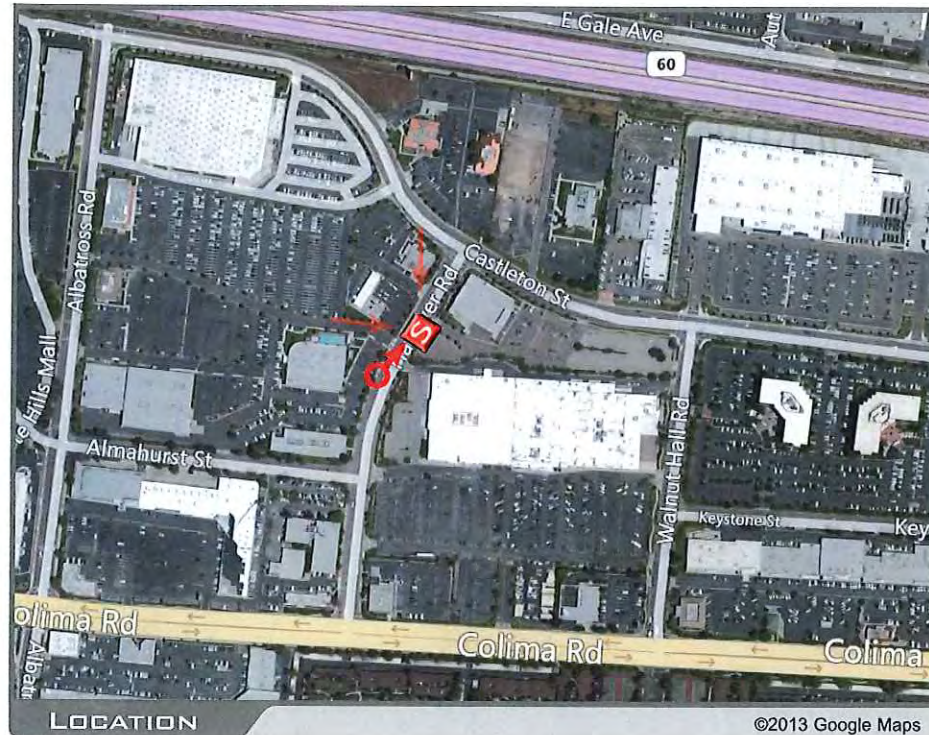
VIEW 1



ACCURACY OF PHOTO SIMULATION BASED UPON INFORMATION PROVIDED BY PROJECT APPLICANT.

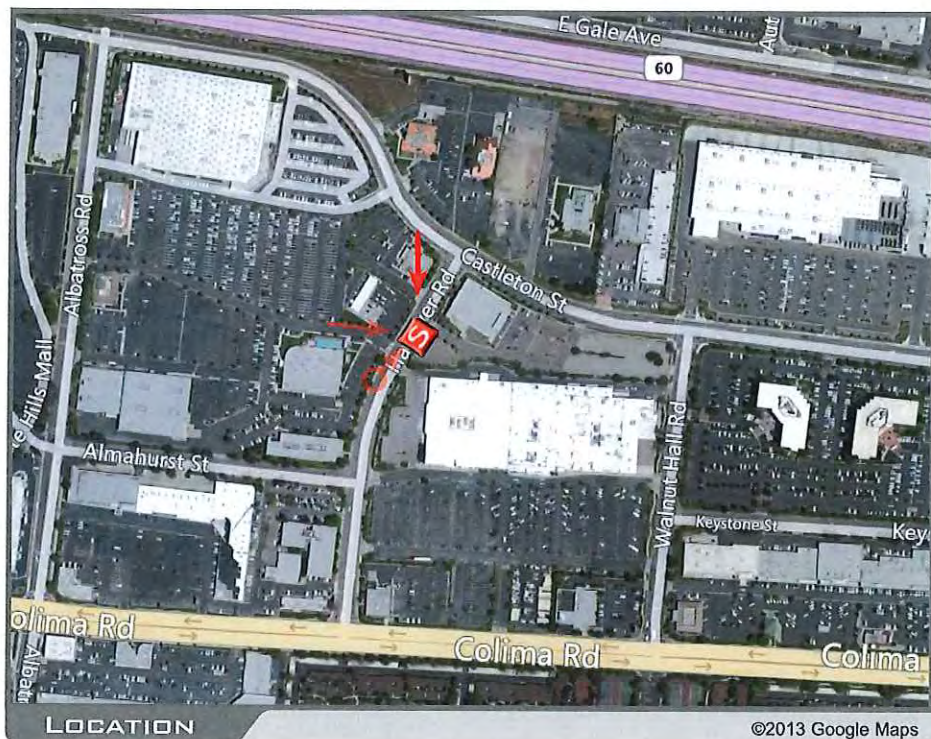
ROWLAND HEIGHTS B1

E/S HANOVER RD +/- 283' S/O CASTLETON ST CITY OF INDUSTRY CA 91748



ROWLAND HEIGHTS B1

E/S HANOVER RD +/- 283' S/O CASTLETON ST CITY OF INDUSTRY CA 91748



CITY COUNCIL

ITEM NO. 6.4



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: Troy Helling, Senior Planner *TH*
Date: May 26, 2016
Subject: **Consideration of a Right-of-Way Agreement for Verizon Wireless on Castleton Street between Hanover Road and Walnut Hall Road**

Proposal

The City has received an application for the installation of a cell site in the public right-of-way on Castleton Street between Hanover Road and Walnut Hall Road. The cell site will be located on a new Edison (SCE) street light pole, and will be comprised of a mounted telecommunication antenna and related equipment. Staff has reviewed the proposal and determined that it meets all the development standards contained in Industry Municipal Code Section 17.17 Wireless Telecommunications Facilities. The existing street light pole will be replaced with a new street light pole that matches in height and style, and will include a 3 foot radome antenna at the top and two smaller equipment boxes just below the antenna. There will be three at grade level boxes on the ground adjacent to the new pole. There will be no equipment on the ground.

Under state law, telephone corporations are permitted to construct telephone lines along and upon the public right of way. Cities may regulate the placement of wireless facilities in the public right of way through reasonable time, place and manner restrictions. This is done through the imposition of aesthetic regulations, coupled with a right of way agreement. City Staff have determined that the proposed cell site complies with the City's design standards. Staff is therefore recommending that the City Council approve the right of way agreement to allow the wireless company to install, construct and maintain the facility.

Recommendation

Because the project complies with City use, design, and development standards, staff recommends that the City Council:

- 1) Approve a Right-of-Way Agreement for Verizon Wireless for a new cell site by replacing an existing street light with a new street light with telecommunications equipment; and
- 2) Execute the Right-of-Way Agreement.

Attachments

- Attachment 1: Right-of-Way Agreement
- Attachment 2: Location Map
- Attachment 3: Site Plan
- Attachment 4: Photo Simulations

Attachment 1

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement (“Agreement”) is entered into as of May 26, 2016 (the “Effective Date”), between the City of Industry, California, a California a municipal corporation (“CITY”), and Los Angeles SMSA Limited Partnership, a California Limited Partnership (“UTILITY”). CITY and UTILITY are individually referred to in this Agreement as a “Party”, and collectively as the “Parties.”

RECITALS

A. UTILITY is authorized to provide telecommunications services within the state of California (“State”) pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of the State of California (Certificate No. 8435500014).

B. UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way, located at the south side of Castleton Street, approximately 180 feet west of Walnut Hall Road, within the territorial limits of the CITY (the “Territory”) and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities.

C. The Parties desire to establish the terms and conditions on which UTILITY will access and occupy the CITY’s public rights-of-way for purposes of constructing, installing, and maintaining facilities in the CITY’s Territory in connection with its provision of telecommunications services.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties agree as follows:

I. SCOPE OF RIGHTS AND OBLIGATIONS

A. Installation and Operation of Facilities. Subject to the terms of this Agreement, all applicable CITY laws, ordinances, codes, policies and administrative regulations, including, but not limited to, Chapter 12.08 of the Industry Municipal Code, as they may be amended (collectively “CITY laws”); and the issuance of any applicable permits required by the CITY laws or any other Federal or State laws (including any permits for the making of excavations, fills, or obstructions in any streets or highways in the Territory required by the CITY), UTILITY may, at UTILITY’s expense and during the Term:

1. locate, lay, place, attach, install, control, construct, repair, and maintain wires, cables, pipes, and other equipment and services (the “Facilities”) on, in, along, across, under, over, or through the

streets, alleys, highways, bridges, or other dedicated public vehicular rights-of-way, in the Territory (i) owned or acquired by the CITY from and after the Effective Date, or (ii) over which the CITY has or acquires jurisdiction or control from and after the Effective Date (the "Rights-of-Way"); and

2. operate and use the Facilities to conduct its business in the Territory.

B. Permitted Uses. This Agreement does not convey any property interest to UTILITY, nor may UTILITY claim under this Agreement any property interest, in the Rights-of-Way. The rights granted to UTILITY and arising under this Agreement are subject and subordinate to the CITY's right to use the Rights-of-Way in the performance of its Public Duties. For purposes of this Agreement, "Public Duties" means the laying, installation, maintenance, protection, replacement, and removal of sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, together with any appurtenances thereof and the right of egress and ingress on, along, across, under, over, and through the Rights-of-Way, and any change of grade, alignment or width of the Rights-of-Way, the installation of curbs, gutters, or landscaping along the Rights-of-Way, and any maintenance, repair, or resurfacing of any Rights-of-Way.

C. No Interference. Except as authorized or permitted by applicable law, in the performance of and exercise of its rights under this Agreement, UTILITY may not materially interfere with the operation of any sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, or facilities relating thereto, located in the Territory and owned or controlled by the CITY or a third party. UTILITY shall not obstruct any public street or sidewalk without obtaining such encroachment permits or other approvals as may be required by CITY. UTILITY shall conduct construction, maintenance or repair work only during those hours set forth in the City's Municipal Code when construction activities are permitted.

D. Maintenance. UTILITY agrees to maintain its Facilities in good condition at all times during the Term. In the event that any Facilities cause damage to the CITY's Rights-of-Way or interfere with the performance of any Public Duties or other uses of the Rights-of-Way as provided in Section 1.C above, UTILITY agrees, upon notice from the CITY, to promptly commence and complete all necessary repairs to cure any such damage caused by the Facilities, at its own cost and expense.

E. Removal and Relocation.

1. If UTILITY has attached or connected its Facilities to the facilities of other utilities or parties located in the Rights-of-Way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, the UTILITY will be bound to relocate or remove its Facilities at the same time

and in the same manner as such utilities or parties at UTILITY's sole cost and expense.

F. Abandonment

1. Nothing in this Agreement may be construed as requiring UTILITY to exercise its rights hereunder. Accordingly, UTILITY may abandon any of its Facilities in its sole discretion at any time upon written notice to the CITY (an "Abandoned Facility"). In the event UTILITY abandons one or more Facilities, UTILITY will, at its sole expense, vacate and remove the Facilities within six (6) months of such abandonment. UTILITY's obligations arising under this Section 1.F are in addition to obligations imposed on UTILITY by applicable CITY laws or other laws relating to the refilling of excavations or removal of obstructions. Notwithstanding the foregoing, with the CITY's written consent, UTILITY will not be required to vacate or remove an Abandoned Facility, and such Abandoned Facility will convey to the CITY as part of such written agreement.
2. If UTILITY fails to vacate or remove an Abandoned Facility (or otherwise obtain consent from the CITY not to vacate or remove the Abandoned Facility) within six (6) months of its notice of abandonment, the CITY will deliver UTILITY written notice of such failure. UTILITY will have an additional three (3) months from and after the date it receives such notice from the CITY to remove the Abandoned Facility. If UTILITY fails to vacate or remove the Abandoned Facility after such three-month period, the CITY may either (i) remove the Abandoned Facility at UTILITY's expense, which expense UTILITY must remit to the CITY within sixty (60) days of receiving an invoice from the CITY setting forth the nature and scope of such expenses; or (ii) deem the Abandoned Facility to have been abandoned and conveyed to the CITY.

G. Non-Exclusivity. UTILITY acknowledges that the rights granted under this Agreement are not exclusive, and that CITY may grant the same or similar rights and privileges to other authorized persons or companies, provided that such grant of rights or privileges does not materially interfere with UTILITY's Facilities.

II. TERM

A. Term. The initial term of this Agreement is for 10 years from the Effective Date (the "Initial Term").

B. Renewal. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms unless UTILITY notifies CITY of its intent not to renew the Agreement (any such period, the "Renewal Term," together with

the Initial Term, the "Term"). Such notice must be made in writing no less than 30 days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

C. Effect of Expiration. Upon the expiration of this Agreement, all rights and obligations between the Parties will cease except for UTILITY's removal obligations under Section 1.E and its indemnity obligations under Section IV.D, which will expressly survive the expiration of this Agreement. Notwithstanding the forgoing, the expiration of this Agreement, will not affect or diminish either Party's rights, claims, or remedies available in equity, at law or otherwise arising hereunder.

D. Termination. This Agreement may be terminated by the CITY upon 30 days' prior written notice to the UTILITY for breach of the Agreement. Upon receipt of the termination notice, UTILITY shall have 30 days to cure the breach, and provide evidence to the satisfaction of the CITY that the breach is cured. In the event the breach remains uncured, and the CITY has not provided an extension to cure, the termination shall be effective.

III. COMPLIANCE WITH APPLICABLE LAW

UTILITY agrees to comply with all CITY laws; provided, however, that such laws are consistent with State and Federal laws, including those relating to UTILITY's right to construct, install, and maintain the Facilities and its right to provide intrastate and interstate telecommunications services. In the event of a conflict between such laws and this Agreement, the provisions of this Agreement will control.

IV. MISCELLANEOUS

A. Assignment and Transfer of Control; Binding Effect. UTILITY may assign or transfer its rights and obligations under this Agreement to any other party upon prior notice to and consent from CITY based upon reasonable evidence that such party is authorized to maintain and operate the Facilities. Without limiting the generality of the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties and their successors.

B. Notice. Every notice or response to be served on the CITY or UTILITY must be in writing and will be deemed to have been duly given to the required party on the earlier of: (i) where there is personal delivery; the date of actual receipt; or (ii) three (3) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. Such notices or responses shall be addressed as follows:

If to the CITY:	City Manager CITY of Industry 15625 East Stafford Street, Suite #100 Industry, CA 91744
-----------------	--

With copies to: CNC Engineering
255 N. Hacienda Blvd.
Industry, CA 91744

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

If to UTILITY: Los Angeles SMSA Limited Partnership
DBA Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network

With a copy to:

Governing Law; Venue. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the municipal, superior, or federal district court in Los Angeles County, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the UTILITY's use and operation of Facilities on City Territory, pursuant to Section I.A.1 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.

C. Indemnification. UTILITY agrees to indemnify and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the CITY may suffer or incur or to which the CITY may become subject by reason of or arising out of any negligent or willfully wrongful acts or omissions of UTILITY, or its officers, employees, contractors or agents committed with respect to or arising from the installation, operation or use of UTILITY's Facilities under this Agreement.

D. Insurance. UTILITY shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by reference.

E. Approval for use of Light Poles. Prior to commencement of the installation and operation of the Facilities, UTILITY shall obtain written approval from the owner of the streetlight to which the Facilities will be attached, and shall provide proof of such approval to the CITY. In the event the ownership of the streetlights is transferred during the Term of this Agreement, UTILITY shall provide the CITY with proof of written approval from any subsequent owner.

F. Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

G. Expenses. Except as otherwise provided under the CITY laws, all costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such expenses.

H. Electricity. UTILITY shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Notwithstanding the foregoing, in the event that the ownership of the poles to which the Facilities are attached transfer in ownership to the CITY, or an entity of the CITY, UTILITY shall pay to the CITY the fee established by the CITY for the operation and maintenance of each pole.

I. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior written and oral agreements and understandings between the Parties, with respect to the subject matter hereof.

K. Waiver. Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

L. Headings. Captions and section headings used in this Agreement are for convenience of the Parties only, are not a part of this Agreement, and will be given no substantive or interpretive effect whatsoever.

M. Amendment. This Agreement may only be amended by a written agreement signed by both Parties.

N. Authority. Each individual executing this Agreement on behalf of each respective Party acknowledges and warrants that: (i) it has full authority to execute this Agreement on behalf of such Party, (ii) this Agreement has been duly authorized and approved by such Party, and (iii) this Agreement constitutes a valid and binding obligation of such Party.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement, or caused it to be executed and delivered, as of the Effective Date.

“CITY”

“UTILITY”

City of Industry

Los Angeles SMSA Limited Partnership
DBA Verizon Wireless

By: _____
Paul Philips, City Manager

By: _____
Phillip French, Executive Director, Network

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments: Exhibit A Insurance Requirements

EXHIBIT A INSURANCE REQUIREMENTS

Without limiting UTILITY's indemnification of City, and prior to commencement of the installation of the Facilities, UTILITY shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. UTILITY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. UTILITY shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the UTILITY arising out of or in connection with the installation and operation of the Facilities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. UTILITY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

UTILITY shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. UTILITY shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. UTILITY shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of installation and operation of the Facilities hereunder by UTILITY, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by UTILITY shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by UTILITY. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow UTILITY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. UTILITY hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). UTILITY acknowledges and agrees that any actual or alleged failure on the part of the City to inform UTILITY of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the UTILITY maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the UTILITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. UTILITY agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that UTILITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. UTILITY agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by UTILITY, provide the same minimum insurance coverage and endorsements required of UTILITY. UTILITY agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. UTILITY agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the UTILITY ninety (90) days advance written notice of such change.

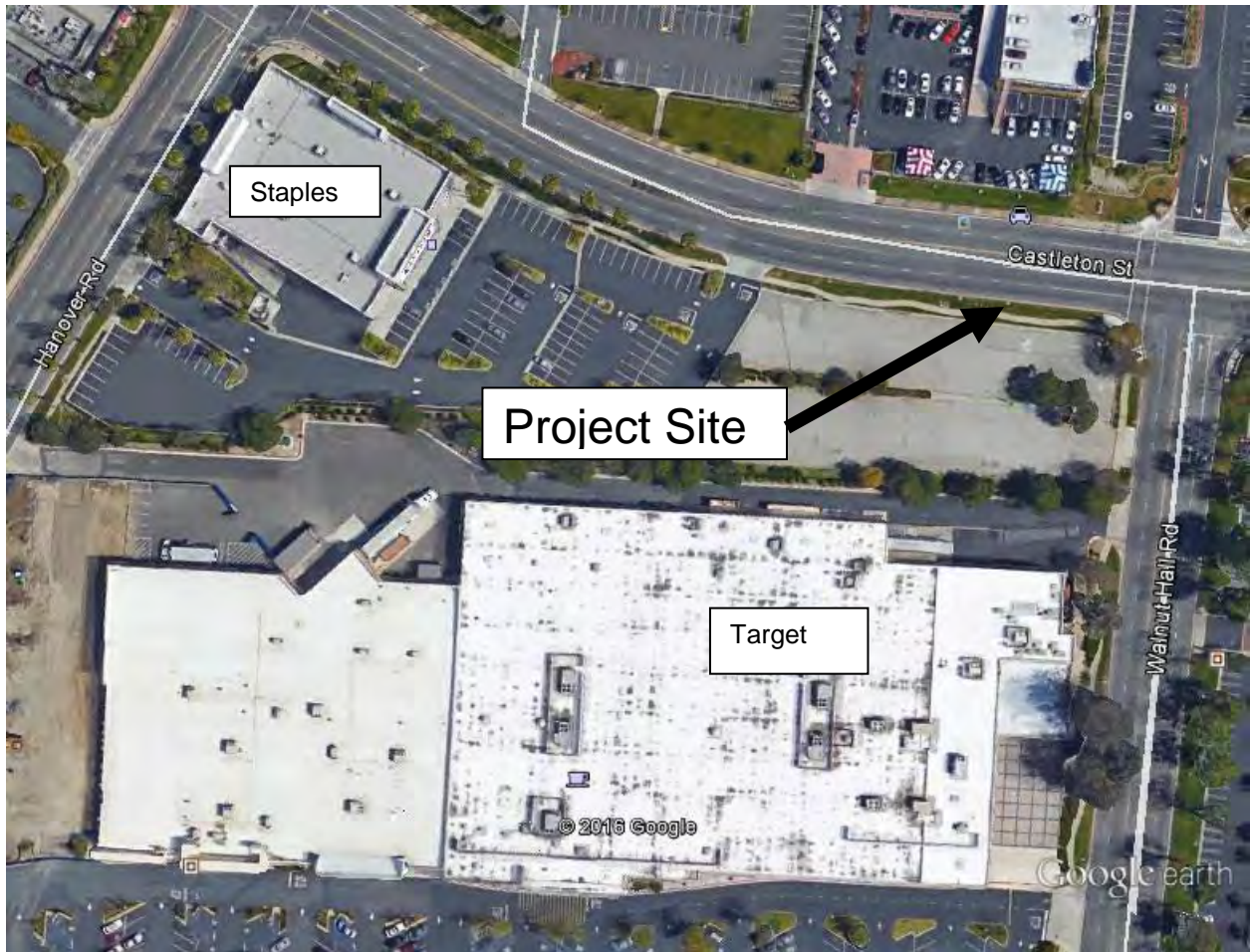
Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. UTILITY shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from UTILITY's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. UTILITY shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Attachment 2

Location Map



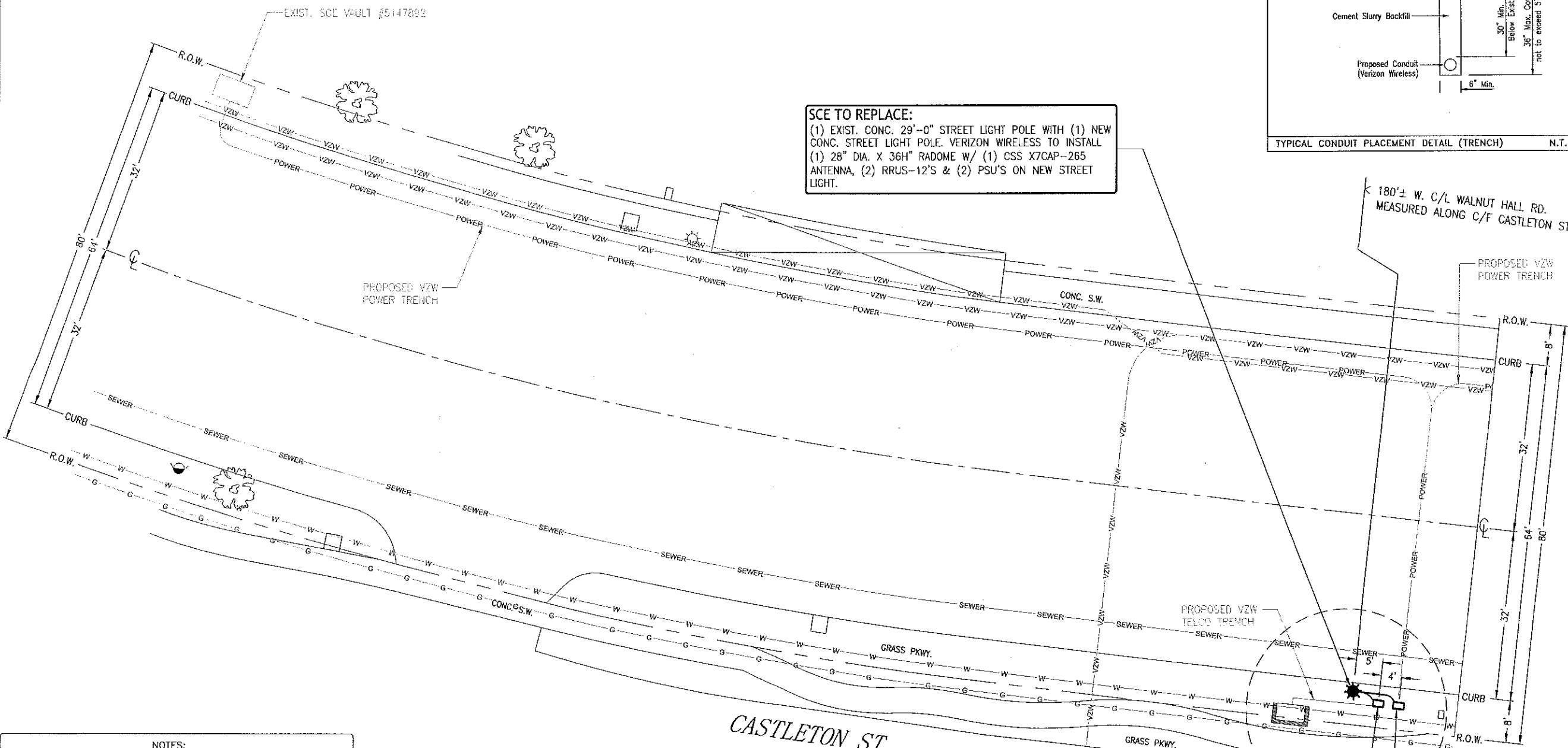
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Attachment 3

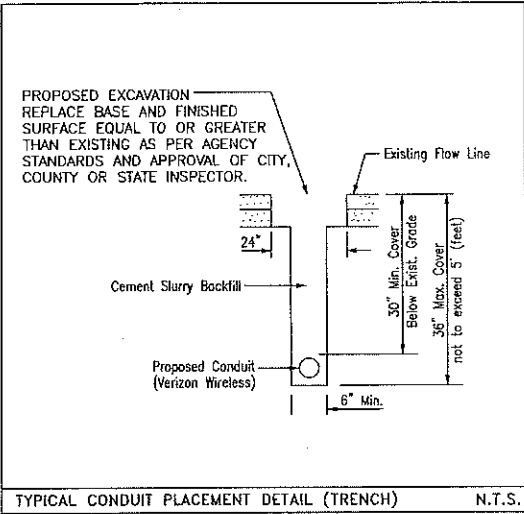
Site Plan

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UNDERGROUND UTILITIES NOTE:
 THE LOCATIONS AND EXISTENCE OF ANY UNDERGROUND PIPES, STRUCTURES OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXIST. UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT SHOWN ON THIS PLAN.



SCE TO REPLACE:
 (1) EXIST. CONC. 29'-0" STREET LIGHT POLE WITH (1) NEW CONC. STREET LIGHT POLE. VERIZON WIRELESS TO INSTALL (1) 28" DIA. X 36" RADOME W/ (1) CSS X7CAP-265 ANTENNA, (2) RRUS-12'S & (2) PSU'S ON NEW STREET LIGHT.



A&E DEVELOPMENT

core

DEVELOPMENT SERVICES
 A&E SERVICES

3350 E. Birch Street, Suite 260
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

SITE BUILDER

verizon

15505 SAND CANYON AVENUE
 BLDG. D, FIRST FLR.
 IRVINE, CALIFORNIA 92618
 949.285.7000

SITE INFORMATION

SITE NAME:
SCL ROWLAND HEIGHTS B2 - R.O.W.

SITE ADDRESS

S/S CASTLETON ST., ±180
 W/O WALNUT HALL RD.,
 ROWLAND HEIGHTS, CA 91748

100% ZD'S

DATE: 02/11/15

ENGINEERED BY:
 CORE DEVELOPMENT SERVICES

DRAFTED BY:
 CORE DEVELOPMENT SERVICES

REVISIONS

REV	DESCRIPTION	DATE/BY
1	90% ZD'S	02/11/15 LO
2	100% ZD'S	03/18/15 LR
3	AMERON STREET LIGHT DESIGN	05/11/15 HA
4	AZIMUTH UPDATE PER RF	05/21/15 LR
5	GPS REMOVED	06/23/15 LR
6	WTR INFO ADDED	02/19/16 LR

STAMP

SHEET TITLE

SITE PLAN

SHEET NUMBER

NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPERTY OWNER & NECESSARY UTILITY COMPANIES FOR THE LOCATION OF ALL EXISTING BELOW GRADE UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE COSTS ASSOCIATED WITH EXISTING BELOW GRADE UTILITIES.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
- CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE & SEPARATION OF CONDUITS PRIOR TO INSTALLATION. NOTIFY CONSTRUCTION MANAGER IMMEDIATELY OF ANY DISCREPANCIES.
- CONTRACTOR TO CALL DIG ALERT (800)-227-2600 A MINIMUM OF 48 HRS PRIOR TO EXCAVATING FOR UNDERGROUND UTILITY LOCATIONS. CONTRACTOR IS RESPONSIBLE TO HAVE ALL NONPUBLIC UTILITIES LOCATED AT THEIR OWN EXPENSE.
- PROPOSED UTILITY SERVICES SHOWN NEED TO BE VERIFIED & APPROVED BY UTILITY COMPANIES BEFORE START OF CONSTRUCTION. CONTRACTOR TO VERIFY WITH CLIENT PROJECT MANAGER TO OBTAIN FINAL APPROVAL.
- LINES SHOWN DO NOT REPRESENT THE EXACT LOCATION OF THE CONDUIT RUNS. CONTRACTOR TO VERIFY SERVICE LOCATIONS w/ACTUAL FIELD CONDITIONS.
- CONTRACTOR SHALL IMMEDIATELY INFORM CLIENT OF ANY ACCIDENTAL DAMAGE TO EXISTING UTILITIES BY TELEPHONE AND E-MAIL REGARDLESS OF ABILITY TO REPAIR OR MITIGATE. A FOLLOW-UP E-MAIL REPORT WITH DIGITAL PHOTOS WILL BE REQUIRED DAILY UNTIL RESOLUTION HAS BEEN ACCEPTED BY CLIENT AND AFFECTED SERVICE PROVIDERS AND RECIPIENTS. AT THEIR OWN EXPENSE, CONTRACTOR WILL EXERCISE ALL EFFORTS TO HAVE REPAIRS MADE BY QUALIFIED TECHNICIANS AS APPROVED BY SERVICE PROVIDER.



NOTES:

- STREETLIGHT WILL BE FUNCTIONAL.
- EXTERIOR SURFACES MUST BE NONREFLECTIVE MATERIAL.

VERIZON WIRELESS TO INSTALL:
 NEW 17"(W) X 30"(L) X 18"(H) PULL-BOX VZW FIBER

VERIZON WIRELESS TO INSTALL:
 (1) 17"(W) X 30"(L) X 15"(H) WTR HANDHOLE PULL-BOX VZW POWER.

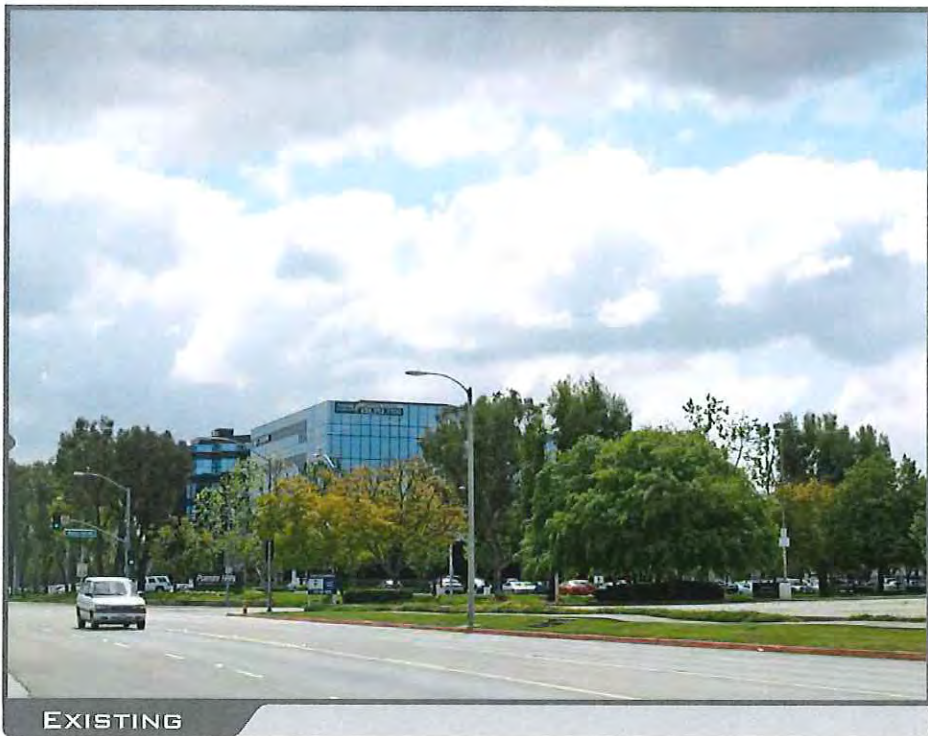


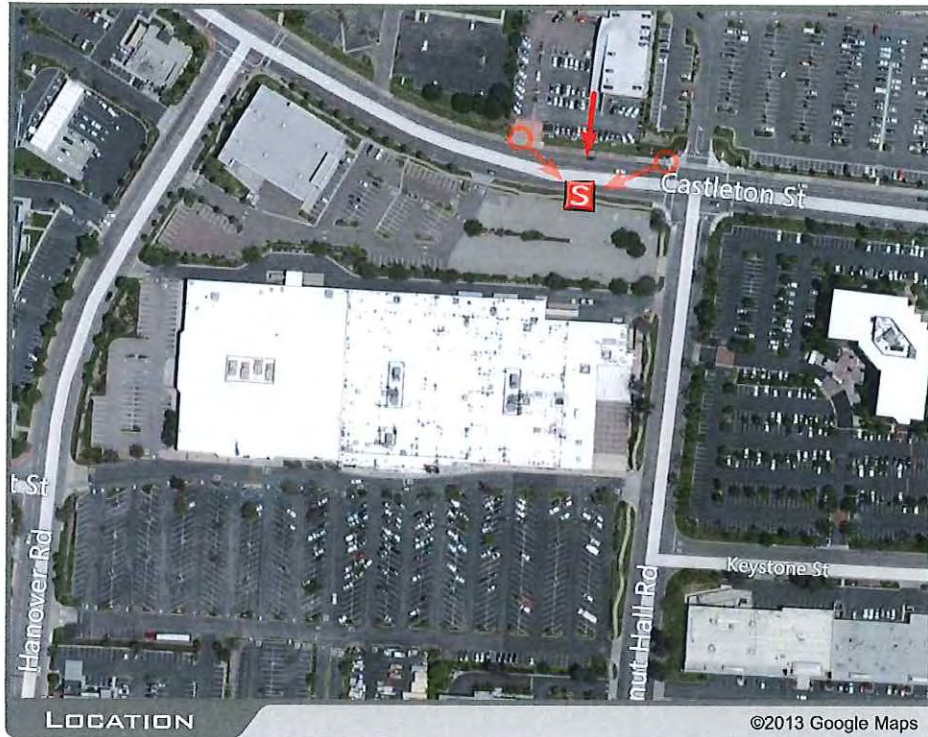
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Attachment 4

Photo Simulations

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LOCATION

©2013 Google Maps

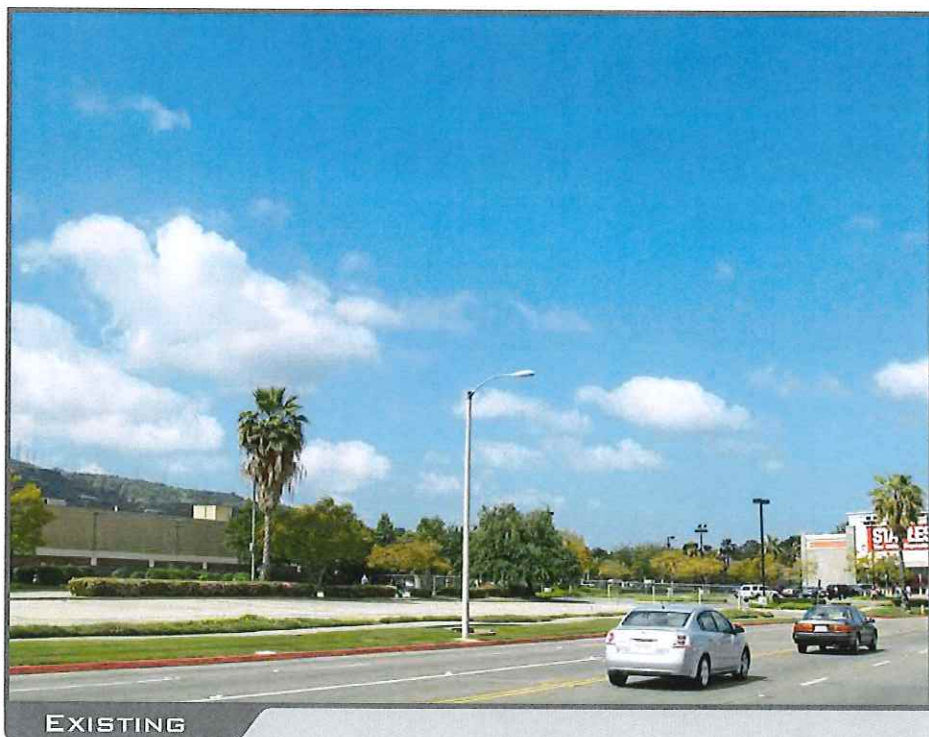
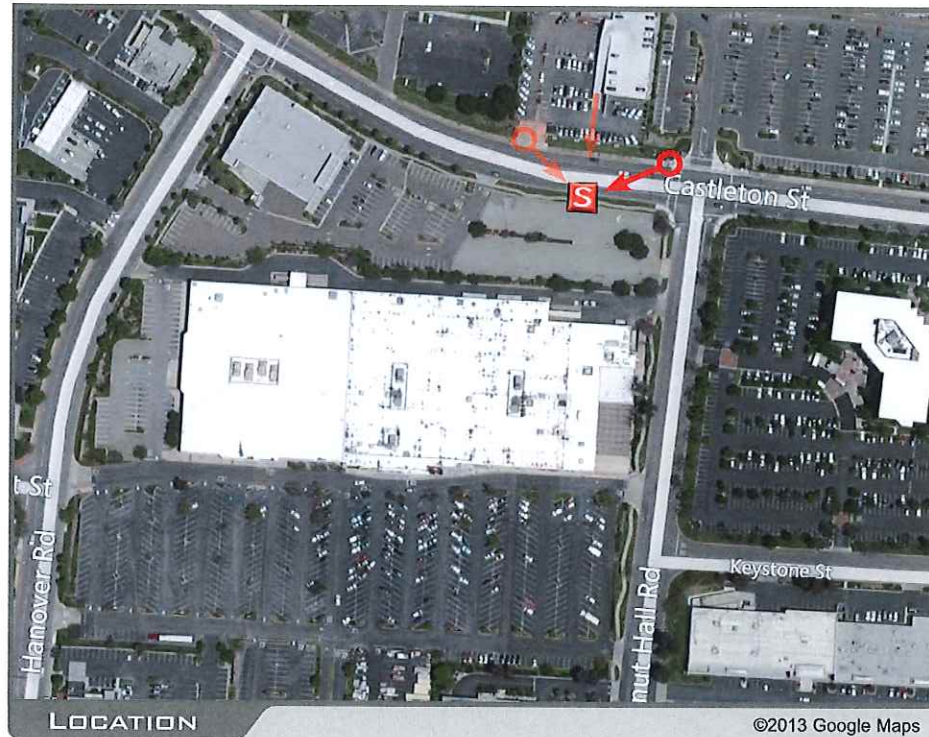


EXISTING



PROPOSED

LOOKING SOUTH FROM CASTLETON STREET



CITY COUNCIL

ITEM NO. 6.5



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: Troy Helling, Senior Planner *TH*
Date: May 26, 2016
Subject: **Consideration of a Right-of-Way Agreement for Verizon Wireless on Walnut Hall Road between Castleton Street and Colima Road**

Proposal

The City has received an application for the installation of a cell site in the public right-of-way on Walnut Hall Road between Castleton Street and Colima Road. The cell site will be located on a new Edison (SCE) street light pole, and will be comprised of a mounted telecommunication antenna and related equipment. Staff has reviewed the proposal and determined that it meets all the development standards contained in Industry Municipal Code Section 17.17 Wireless Telecommunications Facilities. The existing street light pole will be replaced with a new street light pole that matches in height and style, and will include a 3 foot radome antenna at the top and two smaller equipment boxes just below the antenna. There will be three at grade level boxes on the ground adjacent to the new pole. There will be no equipment on the ground.

Under state law, telephone corporations are permitted to construct telephone lines along and upon the public right of way. Cities may regulate the placement of wireless facilities in the public right of way through reasonable time, place and manner restrictions. This is done through the imposition of aesthetic regulations, coupled with a right of way agreement. City Staff have determined that the proposed cell site complies with the City's design standards. Staff is therefore recommending that the City Council approve the right of way agreement to allow the wireless company to install, construct and maintain the facility.

Recommendation

Because the project complies with City use, design, and development standards, staff recommends that the City Council:

- 1) Approve a Right-of-Way Agreement for Verizon Wireless for a new cell site by replacing an existing street light with a new street light with telecommunications equipment; and
- 2) Execute the Right-of-Way Agreement.

Attachments

- Attachment 1: Right-of-Way Agreement
- Attachment 2: Location Map
- Attachment 3: Site Plan
- Attachment 4: Photo Simulations

Attachment 1

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement (“Agreement”) is entered into as of May 26, 2016 (the “Effective Date”), between the City of Industry, California, a California a municipal corporation (“CITY”), and Los Angeles SMSA Limited Partnership, a California Limited Partnership (“UTILITY”). CITY and UTILITY are individually referred to in this Agreement as a “Party”, and collectively as the “Parties.”

RECITALS

A. UTILITY is authorized to provide telecommunications services within the state of California (“State”) pursuant to a Certificate of Public Convenience and Necessity issued by the Public Utilities Commission of the State of California (Certificate No. 8435500014).

B. UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way, located at the west side of Walnut Hall Road, approximately 180 feet south of Keystone Street, within the territorial limits of the CITY (the “Territory”) and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities.

C. The Parties desire to establish the terms and conditions on which UTILITY will access and occupy the CITY’s public rights-of-way for purposes of constructing, installing, and maintaining facilities in the CITY’s Territory in connection with its provision of telecommunications services.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties agree as follows:

I. SCOPE OF RIGHTS AND OBLIGATIONS

A. Installation and Operation of Facilities. Subject to the terms of this Agreement, all applicable CITY laws, ordinances, codes, policies and administrative regulations, including, but not limited to, Chapter 12.08 of the Industry Municipal Code, as they may be amended (collectively “CITY laws”); and the issuance of any applicable permits required by the CITY laws or any other Federal or State laws (including any permits for the making of excavations, fills, or obstructions in any streets or highways in the Territory required by the CITY), UTILITY may, at UTILITY’s expense and during the Term:

1. locate, lay, place, attach, install, control, construct, repair, and maintain wires, cables, pipes, and other equipment and services (the “Facilities”) on, in, along, across, under, over, or through the

streets, alleys, highways, bridges, or other dedicated public vehicular rights-of-way, in the Territory (i) owned or acquired by the CITY from and after the Effective Date, or (ii) over which the CITY has or acquires jurisdiction or control from and after the Effective Date (the "Rights-of-Way"); and

2. operate and use the Facilities to conduct its business in the Territory.

B. Permitted Uses. This Agreement does not convey any property interest to UTILITY, nor may UTILITY claim under this Agreement any property interest, in the Rights-of-Way. The rights granted to UTILITY and arising under this Agreement are subject and subordinate to the CITY's right to use the Rights-of-Way in the performance of its Public Duties. For purposes of this Agreement, "Public Duties" means the laying, installation, maintenance, protection, replacement, and removal of sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, together with any appurtenances thereof and the right of egress and ingress on, along, across, under, over, and through the Rights-of-Way, and any change of grade, alignment or width of the Rights-of-Way, the installation of curbs, gutters, or landscaping along the Rights-of-Way, and any maintenance, repair, or resurfacing of any Rights-of-Way.

C. No Interference. Except as authorized or permitted by applicable law, in the performance of and exercise of its rights under this Agreement, UTILITY may not materially interfere with the operation of any sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, or facilities relating thereto, located in the Territory and owned or controlled by the CITY or a third party. UTILITY shall not obstruct any public street or sidewalk without obtaining such encroachment permits or other approvals as may be required by CITY. UTILITY shall conduct construction, maintenance or repair work only during those hours set forth in the City's Municipal Code when construction activities are permitted.

D. Maintenance. UTILITY agrees to maintain its Facilities in good condition at all times during the Term. In the event that any Facilities cause damage to the CITY's Rights-of-Way or interfere with the performance of any Public Duties or other uses of the Rights-of-Way as provided in Section 1.C above, UTILITY agrees, upon notice from the CITY, to promptly commence and complete all necessary repairs to cure any such damage caused by the Facilities, at its own cost and expense.

E. Removal and Relocation.

1. If UTILITY has attached or connected its Facilities to the facilities of other utilities or parties located in the Rights-of-Way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, the UTILITY will be bound to relocate or remove its Facilities at the same time

and in the same manner as such utilities or parties at UTILITY's sole cost and expense.

F. Abandonment

1. Nothing in this Agreement may be construed as requiring UTILITY to exercise its rights hereunder. Accordingly, UTILITY may abandon any of its Facilities in its sole discretion at any time upon written notice to the CITY (an "Abandoned Facility"). In the event UTILITY abandons one or more Facilities, UTILITY will, at its sole expense, vacate and remove the Facilities within six (6) months of such abandonment. UTILITY's obligations arising under this Section 1.F are in addition to obligations imposed on UTILITY by applicable CITY laws or other laws relating to the refilling of excavations or removal of obstructions. Notwithstanding the foregoing, with the CITY's written consent, UTILITY will not be required to vacate or remove an Abandoned Facility, and such Abandoned Facility will convey to the CITY as part of such written agreement.
2. If UTILITY fails to vacate or remove an Abandoned Facility (or otherwise obtain consent from the CITY not to vacate or remove the Abandoned Facility) within six (6) months of its notice of abandonment, the CITY will deliver UTILITY written notice of such failure. UTILITY will have an additional three (3) months from and after the date it receives such notice from the CITY to remove the Abandoned Facility. If UTILITY fails to vacate or remove the Abandoned Facility after such three-month period, the CITY may either (i) remove the Abandoned Facility at UTILITY's expense, which expense UTILITY must remit to the CITY within sixty (60) days of receiving an invoice from the CITY setting forth the nature and scope of such expenses; or (ii) deem the Abandoned Facility to have been abandoned and conveyed to the CITY.

G. Non-Exclusivity. UTILITY acknowledges that the rights granted under this Agreement are not exclusive, and that CITY may grant the same or similar rights and privileges to other authorized persons or companies, provided that such grant of rights or privileges does not materially interfere with UTILITY's Facilities.

II. TERM

A. Term. The initial term of this Agreement is for 10 years from the Effective Date (the "Initial Term").

B. Renewal. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms unless UTILITY notifies CITY of its intent not to renew the Agreement (any such period, the "Renewal Term," together with

the Initial Term, the "Term"). Such notice must be made in writing no less than 30 days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

C. Effect of Expiration. Upon the expiration of this Agreement, all rights and obligations between the Parties will cease except for UTILITY's removal obligations under Section 1.E and its indemnity obligations under Section IV.D, which will expressly survive the expiration of this Agreement. Notwithstanding the forgoing, the expiration of this Agreement, will not affect or diminish either Party's rights, claims, or remedies available in equity, at law or otherwise arising hereunder.

D. Termination. This Agreement may be terminated by the CITY upon 30 days' prior written notice to the UTILITY for breach of the Agreement. Upon receipt of the termination notice, UTILITY shall have 30 days to cure the breach, and provide evidence to the satisfaction of the CITY that the breach is cured. In the event the breach remains uncured, and the CITY has not provided an extension to cure, the termination shall be effective.

III. COMPLIANCE WITH APPLICABLE LAW

UTILITY agrees to comply with all CITY laws; provided, however, that such laws are consistent with State and Federal laws, including those relating to UTILITY's right to construct, install, and maintain the Facilities and its right to provide intrastate and interstate telecommunications services. In the event of a conflict between such laws and this Agreement, the provisions of this Agreement will control.

IV. MISCELLANEOUS

A. Assignment and Transfer of Control; Binding Effect. UTILITY may assign or transfer its rights and obligations under this Agreement to any other party upon prior notice to and consent from CITY based upon reasonable evidence that such party is authorized to maintain and operate the Facilities. Without limiting the generality of the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties and their successors.

B. Notice. Every notice or response to be served on the CITY or UTILITY must be in writing and will be deemed to have been duly given to the required party on the earlier of: (i) where there is personal delivery; the date of actual receipt; or (ii) three (3) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. Such notices or responses shall be addressed as follows:

If to the CITY:	City Manager CITY of Industry 15625 East Stafford Street, Suite #100 Industry, CA 91744
-----------------	--

With copies to: CNC Engineering
255 N. Hacienda Blvd.
Industry, CA 91744

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

If to UTILITY: Los Angeles SMSA Limited Partnership
DBA Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network

With a copy to:

Governing Law; Venue. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the municipal, superior, or federal district court in Los Angeles County, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the UTILITY's use and operation of Facilities on City Territory, pursuant to Section I.A.1 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.

C. Indemnification. UTILITY agrees to indemnify and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the CITY may suffer or incur or to which the CITY may become subject by reason of or arising out of any negligent or willfully wrongful acts or omissions of UTILITY, or its officers, employees, contractors or agents committed with respect to or arising from the installation, operation or use of UTILITY's Facilities under this Agreement.

D. Insurance. UTILITY shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by reference.

E. Approval for use of Light Poles. Prior to commencement of the installation and operation of the Facilities, UTILITY shall obtain written approval from the owner of the streetlight to which the Facilities will be attached, and shall provide proof of such approval to the CITY. In the event the ownership of the streetlights is transferred during the Term of this Agreement, UTILITY shall provide the CITY with proof of written approval from any subsequent owner.

F. Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

G. Expenses. Except as otherwise provided under the CITY laws, all costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such expenses.

H. Electricity. UTILITY shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Notwithstanding the foregoing, in the event that the ownership of the poles to which the Facilities are attached transfer in ownership to the CITY, or an entity of the CITY, UTILITY shall pay to the CITY the fee established by the CITY for the operation and maintenance of each pole.

I. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior written and oral agreements and understandings between the Parties, with respect to the subject matter hereof.

K. Waiver. Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

L. Headings. Captions and section headings used in this Agreement are for convenience of the Parties only, are not a part of this Agreement, and will be given no substantive or interpretive effect whatsoever.

M. Amendment. This Agreement may only be amended by a written agreement signed by both Parties.

N. Authority. Each individual executing this Agreement on behalf of each respective Party acknowledges and warrants that: (i) it has full authority to execute this Agreement on behalf of such Party, (ii) this Agreement has been duly authorized and approved by such Party, and (iii) this Agreement constitutes a valid and binding obligation of such Party.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement, or caused it to be executed and delivered, as of the Effective Date.

“CITY”

“UTILITY”

City of Industry

Los Angeles SMSA Limited Partnership
DBA Verizon Wireless

By: _____
Paul Philips, City Manager

By: _____
Phillip French, Executive Director, Network

Attest:

By: _____
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments: Exhibit A Insurance Requirements

EXHIBIT A INSURANCE REQUIREMENTS

Without limiting UTILITY's indemnification of City, and prior to commencement of the installation of the Facilities, UTILITY shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. UTILITY shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. UTILITY shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the UTILITY arising out of or in connection with the installation and operation of the Facilities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. UTILITY shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

UTILITY shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. UTILITY shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. UTILITY shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of installation and operation of the Facilities hereunder by UTILITY, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by UTILITY shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by UTILITY. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow UTILITY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. UTILITY hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). UTILITY acknowledges and agrees that any actual or alleged failure on the part of the City to inform UTILITY of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the UTILITY maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the UTILITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. UTILITY agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that UTILITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. UTILITY agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by UTILITY, provide the same minimum insurance coverage and endorsements required of UTILITY. UTILITY agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. UTILITY agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the UTILITY ninety (90) days advance written notice of such change.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. UTILITY shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from UTILITY's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. UTILITY shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Attachment 2

Location Map



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Attachment 3

Site Plan

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UNDERGROUND UTILITIES NOTE:
 THE LOCATIONS AND EXISTENCE OF ANY UNDERGROUND PIPES, STRUCTURES OR CONDUITS SHOWN ON THIS PLAN WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAY BE EXIST. UTILITIES OTHER THAN THOSE SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT SHOWN ON THIS PLAN.

VERIZON WIRELESS TO INSTALL:
 (1) 17"(W) X 30"(L) X 18"(H) PULL-BOX VZW FIBER.

SEE DETAIL "A"

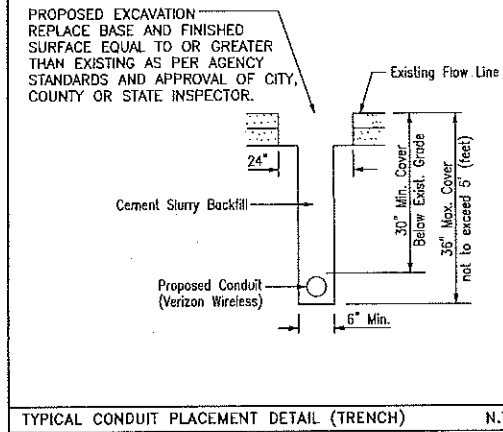
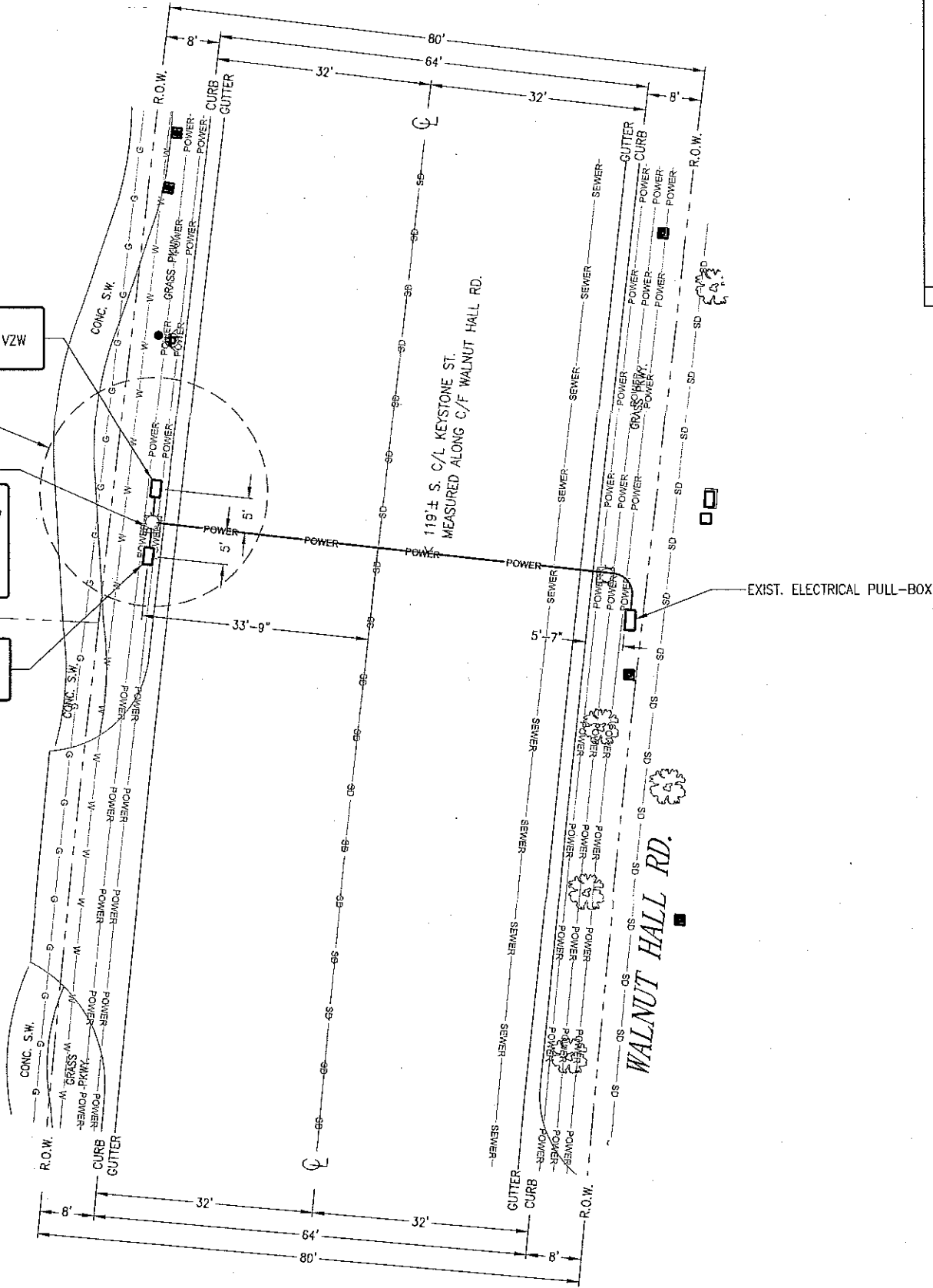
SCE TO REPLACE:
 (1) EXIST. CONC. 29'-0" STREET LIGHT POLE WITH (1) NEW CONC. STREET LIGHT POLE. VERIZON WIRELESS TO INSTALL (1) 28" DIA. X 36" RADOME W/ (1) CSS X7CAP-265 ANTENNA, (2) RRUS-12'S & (2) PSU'S ON NEW STREET LIGHT.

VERIZON WIRELESS TO INSTALL:
 (1) 17"(W) X 30"(L) X 15"(H) WTR HANDHOLE PULL-BOX VZW POWER.

NOTES:
 1. STREETLIGHT WILL BE FUNCTIONAL.
 2. EXTERIOR SURFACES MUST BE NONREFLECTIVE MATERIAL.

NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPERTY OWNER & NECESSARY UTILITY COMPANIES FOR THE LOCATION OF ALL EXISTING BELOW GRADE UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE COSTS ASSOCIATED WITH EXISTING BELOW GRADE UTILITIES.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
- CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE & SEPARATION OF CONDUITS PRIOR TO INSTALLATION. NOTIFY CONSTRUCTION MANAGER IMMEDIATELY OF ANY DISCREPANCIES.
- CONTRACTOR TO CALL DIG ALERT (800)-227-2600 A MINIMUM OF 48 HRS PRIOR TO EXCAVATING FOR UNDERGROUND UTILITY LOCATIONS. CONTRACTOR IS RESPONSIBLE TO HAVE ALL NONPUBLIC UTILITIES LOCATED AT THEIR OWN EXPENSE.
- PROPOSED UTILITY SERVICES SHOWN NEED TO BE VERIFIED & APPROVED BY UTILITY COMPANIES BEFORE START OF CONSTRUCTION. CONTRACTOR TO VERIFY WITH CLIENT PROJECT MANAGER TO OBTAIN FINAL APPROVAL.
- LINES SHOWN DO NOT REPRESENT THE EXACT LOCATION OF THE CONDUIT RUNS CONTRACTOR TO VERIFY SERVICE LOCATIONS w/ACTUAL FIELD CONDITIONS.
- CONTRACTOR SHALL IMMEDIATELY INFORM CLIENT OF ANY ACCIDENTAL DAMAGE TO EXISTING UTILITIES BY TELEPHONE AND E-MAIL REGARDLESS OF ABILITY TO REPAIR OR MITIGATE. A FOLLOW-UP E-MAIL REPORT WITH DIGITAL PHOTOS WILL BE REQUIRED DAILY UNTIL RESOLUTION HAS BEEN ACCEPTED BY CLIENT AND AFFECTED SERVICE PROVIDERS AND RECIPIENTS. AT THEIR OWN EXPENSE, CONTRACTOR WILL EXERCISE ALL EFFORTS TO HAVE REPAIRS MADE BY QUALIFIED TECHNICIANS AS APPROVED BY SERVICE PROVIDER.



A&E DEVELOPMENT

core

DEVELOPMENT SERVICES
 A&E SERVICES
 3350 E. Birch Street, Suite 250
 Brea, California 92821
 (714)729-8404 (714)333-4441 fax
 www.core.us.com

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO VERIZON WIRELESS IS STRICTLY PROHIBITED.

SITE BUILDER

verizon

15505 SAND CANYON AVENUE
 BLDG. B, FIRST FLR.
 IRVINE, CALIFORNIA 92618
 949.286.7000

SITE INFORMATION

SITE NAME:
SCL ROWLAND HEIGHTS B3 - R.O.W.

SITE ADDRESS

W/S WALNUT HALL RD.
 ±119' S/O KEYSTONE ST.,
 CITY OF INDUSTRY, CA 91748

100% ZD'S

DATE: 02/11/15

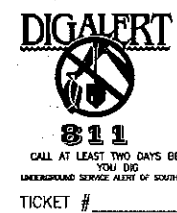
ENGINEERED BY:
 CORE DEVELOPMENT SERVICES

DRAFTED BY:
 CORE DEVELOPMENT SERVICES

REVISIONS

REV	DESCRIPTION	DATE/BY
1	90% ZD'S	02/11/15 LR
2	100% ZD'S	03/18/15 LR
3	AMERON STREET LIGHT DESIGN	05/11/15 HA
4	GPS REMOVED	06/23/15 LR
5	FINAL SCE DESIGN	02/16/16 LR
6	WTR INFO ADDED	02/19/16 LR

STAMP



SCALE
 1"=10'-0"

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1

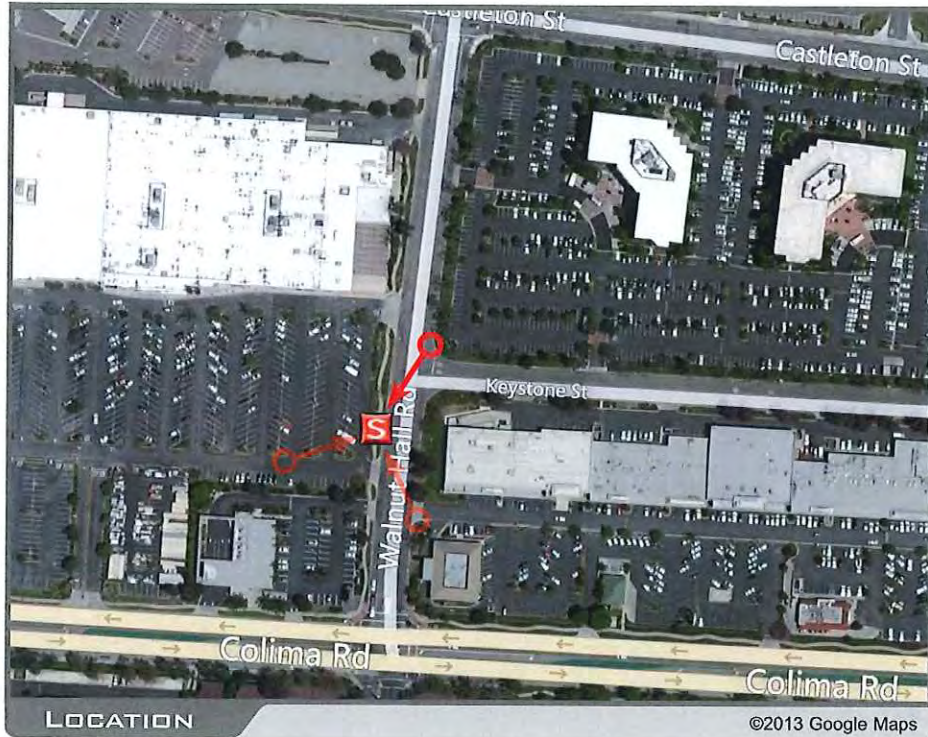
SITE PLAN

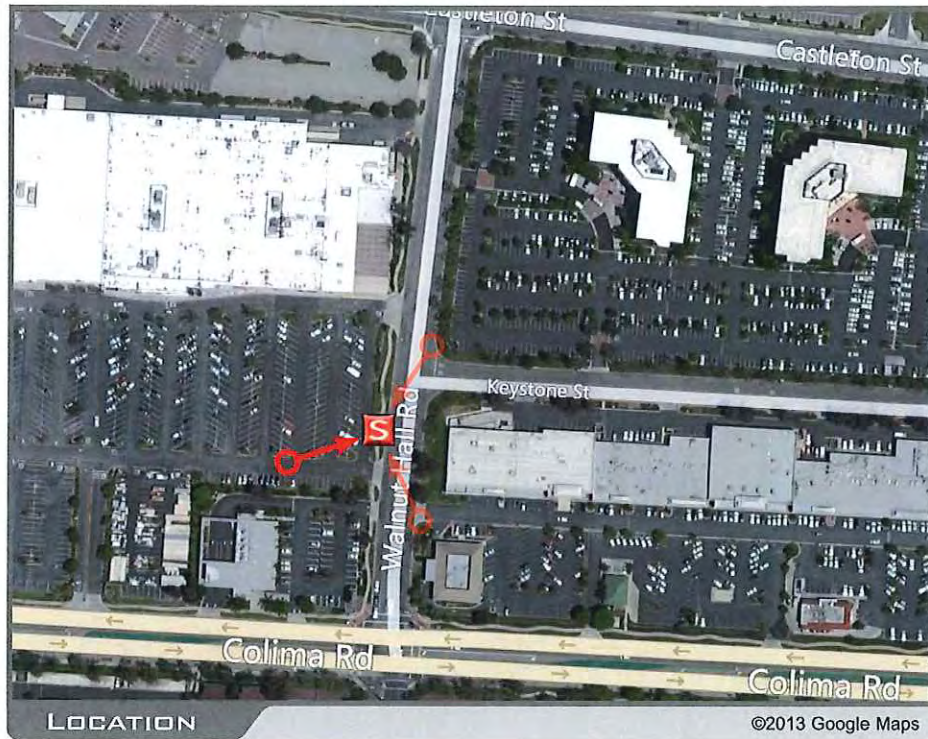
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Attachment 4

Photo Simulations

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LOCATION

©2013 Google Maps



EXISTING



PROPOSED

LOOKING NORRHEAST FROM ADJACENT PARKING LOT



ROWLAND HEIGHTS B3

W/S WALNUT HALL RD +/- 119' S/O KEYSTONE ST CITY OF INDUSTRY CA 91748



VIEW 3

