

# CITY OF INDUSTRY

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## CITY COUNCIL REGULAR MEETING AGENDA

JULY 8, 2021  
9:00 AM



Mayor Cory C. Moss  
Mayor Pro Tem Cathy Marcucci  
Council Member Michael Greubel  
Council Member Mark D. Radecki  
Council Member Newell Ruggles

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Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California 91744

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*Addressing the City Council:*

### **NOTICE OF TELEPHONIC MEETING:**

- ***Pursuant to Section 42 of Executive Order N-08-21, issued by Governor Newsom on June 11, 2021, the regular meeting of the City Council, as of July 8, 2021, will now be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 946 667 104#. In accordance with Section 4(e)(i) of the County of Los Angeles Department of Public Health, Order of the Health Officer, dated June 28, 2021, all individuals who attend the meeting in person must wear a mask. Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, July 6, 2021, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***Agenda Items:*** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda.
  - ***Public Comments (Non-Agenda Items Only):*** Anyone wishing to address the City Council on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the City Council from taking action on a specific item unless it appears on the posted Agenda.

### **Agendas and other writings:**

*In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. Presentation: Quemetco, Inc. Community Update
6. **CONSENT CALENDAR**

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

- 6.1 Consideration of the Register of Demands for July 8, 2021

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

- 6.2 Consideration of the minutes of the May 13, 2021 regular meeting, June 10, 2021 regular meeting, and the June 24, 2021 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

- 6.3 Consideration of Resolution No. CC 2021-44 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2021-2022

*RECOMMENDED ACTION: Adopt Resolution No CC 2021-44.*

- 6.4 Consideration of Amendment No. 1 to the Professional Services Agreement with Civiltec Engineering, Inc., for engineering design services for pump station upgrades, extending the term through November 9, 2023, revising the scope of services, increasing compensation by \$145,818.00, and revising indemnity provisions

*RECOMMENDED ACTION: Approve the Amendment.*

- 6.5 Consideration of the Statement of Investment Policy

*RECOMMENDED ACTION: Approve as submitted.*

7. **ACTION ITEMS**

7.1 Consideration of a Professional Services Agreement with MBF Consulting, Inc., for engineering design services for the replacement of Steel Waterline Crossing over Brea Creek, in an amount not to exceed \$68,900.00 through July 10, 2022 (MP 00-20 #12)

*RECOMMENDED ACTION: Approve the Agreement.*

7.2 Consideration of a Corporate Membership with the National Hot Rod Association Motorsports Museum, in the amount of \$35,000.00

*RECOMMENDED ACTION: Approve the Corporate Membership with the National Hot Rod Association Motorsports Museum.*

7.3 Consideration of Amendment No. 2 to the Professional Services Agreement with Prince Global Solutions, LLC, for lobbying services at the federal level, extending the term to June 30, 2025, increasing compensation by \$254,000.00, and revising indemnity language specific to independent contractors

*RECOMMENDED ACTION: Approve the Amendment.*

7.4 Consideration of Amendment No. 1 to the Professional Services Agreement with Historical Resources, Inc., for Administration and Management Services at Homestead Museum, to provide an updated Rate Schedule, an annual cost of living adjustment, the new address for City Hall, and revise the indemnity provisions specific to independent contractors

*RECOMMENDED ACTION: Approve the Amendment.*

7.5 Ratification of License Agreement with Placeholder Productions, LLC for Access to Portions of 15625 Mayor Dave Way and the property at the Southwest Corner of Mayor Dave Way and Sotro Street (Assessor's Parcel No. 8264-025-943), for temporary use for the filming of a movie

*RECOMMENDED ACTION: Ratify the License Agreement.*

8. **CITY MANAGER REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: *City of Industry v. San Gabriel Valley Water & Power, et al., and related cross actions*

Superior Court of California, County of Los Angeles

Case No. 19STCV10150

11.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Assessor Parcel Numbers 8262-015-900 and 8262-015-901

Agency Negotiators: Troy Helling, City Manager  
James M. Casso, City Attorney  
Negotiating Parties: Beach Street Development LLC  
Under Negotiation: Price and terms of payment

11.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Assessor Parcel Numbers 8262-015-900,  
8262-015-901 and 8565-024-008  
Agency Negotiators: Troy Helling, City Manager  
James M. Casso, City Attorney  
Negotiating Parties: Edward P. Roski, Jr., Trustee of The Roski, Sr.  
Revocable Trust of 1991; Edward P. Roski, Jr.,  
Trustee of the Non-Exempt Roski Family Trust  
Under Negotiation: Price and terms of payment

12. Adjournment. The next regular City Council Meeting is Thursday, July 22, 2021, at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 6.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING Of JULY 8, 2021**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,441,043.77
103	PROP A FUND	11,804.09
120	CAPITAL IMPROVEMENT FUND	221,866.61
440	INDUSTRY PUBLIC FACILITY AUTHORITY	687.23
TOTAL ALL FUNDS		1,675,401.70

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BOFA - CKING ACCOUNT	44,515.31
PROP/A	PROP A - CKING ACCOUNT	11,804.09
REF	REFUSE -CKING ACCOUNT	(872.82)
WFBK	WELLS FARGO - CKING ACCOUNT	1,619,955.12
TOTAL ALL BANKS		1,675,401.70

**APPROVED PER CITY MANAGER**

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**CITY OF INDUSTRY  
BANK OF AMERICA  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITYGEN.CHK - City General</b>				
WT1213	06/15/2021		MIDAMERICA ADMINISTRATIVE &	\$41,209.22
	Invoice	Date	Description	Amount
	JUL/AUG2021	06/15/2021	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$41,209.22
WT1214	06/22/2021		JOHN HANCOCK USA	\$3,306.09
	Invoice	Date	Description	Amount
	5/29-6/11/21	06/22/2021	PARS CONTRIBUTION FOR 5/29-6/11/21	\$3,306.09

Checks	Status	Count	Transaction Amount
	Total	2	\$44,515.31

CITY OF INDUSTRY

PROP A

July 8, 2021

Check	Date		Payee Name	Check Amount	
<b>PROPA.CHK - Prop A Checking</b>					
90300	06/23/2021		WALNUT VALLEY WATER DISTRICT	\$711.85	
	Invoice	Date	Description	Amount	
	4020615	06/08/2021	05/01-05/31/21 SVC - IRR METROLINK STA-SPANISH	\$711.85	
90301	07/08/2021		CNC ENGINEERING	\$1,842.50	
	Invoice	Date	Description	Amount	
	503250	06/24/2021	METROLINK STATION COMMUTER RAIL STATION	\$337.50	
	503251	06/24/2021	FAIRWAY DR GRADE SEPARATION	\$1,505.00	
90302	07/08/2021		INDUSTRY SECURITY SERVICES	\$9,084.34	
	Invoice	Date	Description	Amount	
	14-25439	06/11/2021	SECURITY SVC-METROLINK	\$4,611.10	
	14-25454	06/17/2021	SECURITY SVC-METROLINK	\$4,473.24	
90303	07/08/2021		JANUS PEST MANAGEMENT	\$65.00	
	Invoice	Date	Description	Amount	
	236103	05/28/2021	PEST SVC-METROLINK	\$65.00	
90304	07/08/2021		SO CAL INDUSTRIES	\$100.40	
	Invoice	Date	Description	Amount	
	506342	06/15/2021	RR RENTAL-METROLINK	\$100.40	
		Checks	Status	Count	Transaction Amount
			Total	5	\$11,804.09



**CITY OF INDUSTRY**  
**REFUSE - VOIDED CHECK**  
**July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
80163	06/16/2021		06/21/2021 CABRAL ROOFING	(\$872.82)
	Invoice	Date	Description	Amount
			VOIDED-CHECK NOT NEEDED	
	10/30/2020	10/30/2020	REFUND-CID ACCT #421140-JOB COMPLETED	(\$872.82)

Check	Status	Count	Transaction Amount
	Total	1	(\$872.82)

**CITY OF INDUSTRY**  
**WELLS FARGO VOIDED CHECK**  
**July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
74834	11/30/2020		06/21/2021 WIN IT AMERICA, INC.	(\$14,751.00)
	Invoice	Date	Description	Amount
			VOIDED-CK WAS LOST	
	11/24/2020	11/24/2020	COVID-19 REIMBURSEMENT-TESTING	(\$14,751.00)

Check	Status	Count	Transaction Amount
	Total	1	(\$14,751.00)

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>76191</b>	06/21/2021		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$125,000.00</b>
	Invoice	Date	Description	Amount
	PR P/E 6/11/21	06/17/2021	REPLENISH PAYROLL FOR P/E 6/11/21	\$125,000.00
<b>76192</b>	06/21/2021		<b>L A COUNTY REGISTRAR-</b>	<b>\$2,480.00</b>
	Invoice	Date	Description	Amount
	DP20-02	06/17/2021	ENVIRONMENTAL FEE-FISH AND GAME FOR DP20-02	\$2,480.00
<b>76193</b>	06/21/2021		<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	DP 20-02-A	06/17/2021	COUNTY POSTING FEE-DP 20-02 JN9352	\$75.00
<b>76194</b>	06/23/2021		<b>CASSO &amp; SPARKS, LLP</b>	<b>\$27,268.13</b>
	Invoice	Date	Description	Amount
	20517	06/21/2021	SA-LEGAL FEES THRU 4/30/21	\$26,580.90
	20518	06/21/2021	PFA-LEGAL FEES THRU 4/30/21	\$687.23
<b>76195</b>	06/23/2021		<b>FRONTIER</b>	<b>\$255.52</b>
	Invoice	Date	Description	Amount
	2021-00002135	06/10/2021	06/10-07/09/21 SVC - 600 BREA CYN RD	\$255.52
<b>76196</b>	06/23/2021		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$2,082.20</b>
	Invoice	Date	Description	Amount
	2021-00002136	06/14/2021	05/12-06/11/21 SVC - 132 IRRIG PUENTE	\$375.13
	2021-00002137	06/14/2021	05/12-06/11/21 SVC - 13756 VALLEY	\$203.36
	2021-00002138	06/14/2021	05/12-06/11/21 SVC - 123 IRRIG WORKMAN MILL	\$554.71
	2021-00002144	06/16/2021	05/14-06/15/21 SVC - 14329 VALLEY	\$949.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>76197</b>	06/23/2021			<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$1,713.45</b>
	Invoice	Date	Description	Amount	
	2021-00002139	06/10/2021	05/11-06/09/21 SVC - 122 N PUENTE AVE U1	\$81.15	
	2021-00002140	06/16/2021	05/12-06/15/21 SVC - VARIOUS SITES	\$1,451.92	
	2021-00002141	06/16/2021	05/17-06/15/21 SVC - VARIOUS SITES	\$56.75	
	2021-00002142	06/16/2021	05/17-06/15/21 SVC - 15718 RAUSCH RD	\$123.63	
<b>76198</b>	06/23/2021			<b>SOCALGAS</b>	<b>\$21.70</b>
	Invoice	Date	Description	Amount	
	2021-00002143	06/17/2021	05/14-06/15/21 SVC - 610 S BREA CYN RD	\$21.70	
<b>76199</b>	06/23/2021			<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$1,813.99</b>
	Invoice	Date	Description	Amount	
	4020833	06/08/2021	05/01-05/31/21 SVC - 21627 GRAND CROSSING PKWY	\$274.77	
	4020832	06/08/2021	05/01-05/31/21 SVC - 21627 GRAND CROSSING PKWY	\$291.20	
	4020772	06/08/2021	05/01-05/31/21 SVC - GRAND AVE CROSSING	\$101.15	
	4020771	06/08/2021	05/01-05/31/21 SVC - GRAND AVE CROSSING	\$236.90	
	4020765	06/08/2021	05/01-05/31/21 SVC - BAKER PKWY METER #2	\$395.52	
	4020764	06/08/2021	05/01-05/31/21 SVC - BAKER PKWY METER #1	\$354.79	
	4020774	06/08/2021	05/01-05/31/21 SVC - 22002 VALLEY BLVD	\$159.66	
<b>76200</b>	06/23/2021			<b>WIN IT AMERICA, INC.</b>	<b>\$14,751.00</b>
	Invoice	Date	Description	Amount	
	11/24/2020-A	11/24/2020	COVID-19 REIMBURSEMENT-TESTING	\$14,751.00	
<b>76201</b>	06/24/2021			<b>CASSO &amp; SPARKS, LLP</b>	<b>\$240,859.84</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	20521	06/24/2021	COI-LEGAL FEES FOR MAY 2021	\$239,294.34
	20521-A	06/24/2021	LEGAL FEES-20922 CURRIER RD	\$1,565.50
<b>76202</b>	07/01/2021		<b>APWA</b>	<b>\$829.00</b>
	Invoice	Date	Description	Amount
	06/23/2021	06/23/2021	PUBLIC WORKS CONFERENCE 8/29-9/1/21	\$829.00
<b>76203</b>	07/01/2021		<b>FIDELITY SECURITY LIFE</b>	<b>\$1,190.29</b>
	Invoice	Date	Description	Amount
	164859412	07/01/2021	VISION PREMIUM FOR JULY 2021	\$1,190.29
<b>76204</b>	07/01/2021		<b>HUMANA INSURANCE COMPANY</b>	<b>\$6,343.59</b>
	Invoice	Date	Description	Amount
	389690690	06/13/2021	DENTAL PREMIUM FOR JULY 2021	\$6,343.59
<b>76205</b>	07/01/2021		<b>MUTUAL OF OMAHA</b>	<b>\$5,695.54</b>
	Invoice	Date	Description	Amount
	1219684856	07/01/2021	LIFE INS PREMIUM FOR JULY 2021	\$5,695.54
<b>76206</b>	07/01/2021		<b>UNUM LIFE INSURANCE COMPANY</b>	<b>\$6,309.04</b>
	Invoice	Date	Description	Amount
	7/1-7/31/21	06/18/2021	LONG TERM CARE PREMIUM FOR JULY 2021	\$6,309.04
<b>76207</b>	07/08/2021		<b>AMAZON WEB SERVICES, INC</b>	<b>\$816.27</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	712558409	04/03/2021	SUBSCRIPTION TO GIS AWS CLOUD SVC	\$0.90
	763372669	06/03/2021	SUBSCRIPTION TO GIS AWS CLOUD SVC	\$197.78
	740988761	05/03/2021	SUBSCRIPTION TO GIS AWS CLOUD SVC	\$617.59
<b>76208</b>	07/08/2021		<b>BESS TESTLAB, INC.</b>	<b>\$11,360.00</b>
	Invoice	Date	Description	Amount
	42647	06/10/2021	FIELD INVESTIGATION-KELLA AVE	\$11,360.00
<b>76209</b>	07/08/2021		<b>CAL-STATE SITE SERVICES</b>	<b>\$249.76</b>
	Invoice	Date	Description	Amount
	189920	06/18/2021	PORTABLE RR RENTAL-EL ENCANTO (COVID 19)	\$249.76
<b>76210</b>	07/08/2021		<b>CALIFORNIA CONTRACT CITIES</b>	<b>\$5,200.00</b>
	Invoice	Date	Description	Amount
	6/18/2021	06/18/2021	REGISTRATION FOR THE CCCA FALL EDUCATIONAL	\$5,200.00
<b>76211</b>	07/08/2021		<b>CASC ENGINEERING AND</b>	<b>\$11,461.00</b>
	Invoice	Date	Description	Amount
	0044267	05/31/2021	IS/MND FOR 16601-16965 CHESTNUT ST	\$4,180.00
	0044264	05/31/2021	GAS STATION-17150 GALE AVE	\$918.00
	0044263	05/31/2021	IS/ND OR MND FOR 15120 VALLEY BLVD	\$3,385.50
	44223	05/31/2021	NPDES CONSULTING-COI	\$2,977.50
<b>76212</b>	07/08/2021		<b>CHEM PRO LABORATORY, INC</b>	<b>\$283.00</b>
	Invoice	Date	Description	Amount
	674587	05/23/2021	WATER TREATMENT-MAY 2021	\$283.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>76213</b>	07/08/2021			<b>CINTAS CORPORATION LOC 693</b>	<b>\$421.17</b>
	Invoice	Date	Description	Amount	
	4087059786	06/14/2021	DOOR MATS	\$73.17	
	4087060777	06/14/2021	DOOR MATS	\$274.83	
	4087707186	06/21/2021	DOOR MATS	\$73.17	
<b>76214</b>	07/08/2021			<b>CITY OF INDUSTRY</b>	<b>\$980.70</b>
	Invoice	Date	Description	Amount	
	2021-00000062	05/31/2021	IH FUEL PUMP-CITY HALL VEHICLES	\$980.70	
<b>76215</b>	07/08/2021			<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$135,000.00</b>
	Invoice	Date	Description	Amount	
	PR P/E 6/25/21	06/30/2021	REPLENISH PAYROLL FOR P/E 6/25/21	\$135,000.00	
<b>76216</b>	07/08/2021			<b>CNC ENGINEERING</b>	<b>\$213,428.75</b>
	Invoice	Date	Description	Amount	
	503192	06/24/2021	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$2,200.00	
	503193	06/24/2021	SITE PLAN FOR SHERIFF TRAILER	\$15,232.50	
	503194	06/24/2021	EL ENCANTO IMPROVEMENTS	\$1,050.00	
	503195	06/24/2021	FOUR GRADE SEPARATION PUMP STATIONS	\$3,325.00	
	503196	06/24/2021	KELLA AVE STORM DRAIN	\$2,245.00	
	503197	06/24/2021	FULLERTON RD PCC	\$1,432.50	
	503198	06/24/2021	RESURFACING OF DON JULIAN RD	\$945.00	
	503199	06/24/2021	WALNUT DR NORTH WIDENING	\$1,920.00	
	503200	06/24/2021	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$3,125.00	

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**July 8, 2021**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
503201	06/24/2021	GENERAL ENG 6/7-6/20/21	\$607.50
503202	06/24/2021	GENERAL ENG SVC-TRAFFIC	\$12,577.50
503203	06/24/2021	GENERAL ENG SVC-PLAN APPROVAL	\$17,455.00
503204	06/24/2021	GENERAL ENG SVC-COUNTER SERVICE	\$2,282.50
503205	06/24/2021	GENERAL ENG SVC-PERMITS	\$24,902.50
503206	06/24/2021	ARENTH AVE RECONSTRUCTION	\$2,170.00
503207	06/24/2021	TEMPLE AVE DUAL RIGHT TURN	\$1,700.00
503208	06/24/2021	BUSINESS PKY RECONSTRUCTION	\$157.50
503209	06/24/2021	ARENTH AVE STREET IMPROVEMENT	\$26,627.50
503210	06/24/2021	RESURFACING VALLEY BLVD	\$970.00
503211	06/24/2021	ROOF REPLACEMENT AT 15559 RAUSCH AND 15660	\$525.00
503212	06/24/2021	ROOF INSPECTION-15651 STAFFORD	\$350.00
503213	06/24/2021	ROOF REPLACEMENT AT 1123 S HATCHER AVE	\$262.50
503214	06/24/2021	GENERAL ENG 6/7-6/20/21	\$74,171.25
503215	06/24/2021	NPDES STORM WATER	\$3,442.50
503216	06/24/2021	TONNER CYN PROPERTY	\$510.00
503217	06/24/2021	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$5,302.50
503218	06/24/2021	AUTOMATIC METER READING	\$1,720.00
503219	06/24/2021	CHINO RANCH #1 DAM RENOVATION	\$1,870.00
503220	06/24/2021	CITY HALL MAINT	\$2,385.00
503221	06/24/2021	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$1,650.00
503227	06/24/2021	EL ENCANTO BOILER REPLACEMENT	\$315.00
<b>76217</b>	<b>07/08/2021</b>	<b>CNC ENGINEERING</b>	<b>\$113,533.75</b>
Invoice	Date	Description	Amount
503222	06/24/2021	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,155.00



**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
503223	06/24/2021	VALLEY BLVD CORRIDOR CO-OP PROJECT	\$960.00
503224	06/24/2021	SAFETY UPGRADES AT RR CROSSINGS	\$200.00
503225	06/24/2021	STIMSON AVE CROSSING	\$530.00
503226	06/24/2021	METROLINK MAINT-PARKING LOT SOLAR SYSTEM	\$2,387.50
503228	06/24/2021	PAINT EVALUATION OF WROUGHT IRON FENCE	\$52.50
503229	06/24/2021	INDUSTRY HILLS FUEL TANKS DISPENSING	\$875.00
503230	06/24/2021	605 FWY AND VALLEY BLVD INTERSECTION	\$600.00
503231	06/24/2021	HIGHWAY BRIDGE PROBRAM FUNDING	\$1,950.00
503232	06/24/2021	AZUSA AVE BRIDGE REPAINTING	\$100.00
503233	06/24/2021	SEISMIC RETROFIT ANAHEIM-PUENTE	\$875.00
503234	06/24/2021	YAL RECONSTRUCTION CENTER	\$25,661.25
503235	06/24/2021	FISCAL YEAR BUDGET	\$8,995.00
503236	06/24/2021	BIXBY DR PCC PAVEMENT	\$315.00
503237	06/24/2021	FOLLOW'S CAMP PROPERTY	\$1,200.00
503238	06/24/2021	NELSON AVE/PUENTE AVE INTERSECTION	\$3,327.50
503239	06/24/2021	CARTEGRAPH MGMT	\$26,100.00
503240	06/24/2021	PLANETBIDS IMPLEMENTATION & MGMT	\$210.00
503241	06/24/2021	HOMESTEAD MUSEUM IMPROVEMENTS	\$105.00
503242	06/24/2021	GRAND AVE RECONSTRUCTION	\$6,075.00
503243	06/24/2021	CITYWIDE STREET LIGHT LED UPGRADES	\$4,555.00
503244	06/24/2021	ANNUAL SLURRY SEAL PROJECT	\$927.50
503245	06/24/2021	ANNUAL PAVEMENT REHABILITATION	\$16,473.75
503246	06/24/2021	VALLEY BLVD REHABILITATION	\$455.00
503247	06/24/2021	SR57/60 CONFLUENCE PROJ	\$50.00
503248	06/24/2021	NOGALES GRADE SEPARATION	\$200.00
503249	06/24/2021	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$400.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	503252	06/24/2021	AMAR RD STREETLIGHT INSTALLATION	\$157.50
	503255	06/24/2021	STARHILL LN/3RD AVE WATERLINE	\$8,641.25
<b>76218</b>	07/08/2021		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$23,957.91</b>
	Invoice	Date	Description	Amount
	PW-21061407059	06/14/2021	TRAFFIC SIGNAL MAINT	\$17,240.57
	PW-21061407060	06/14/2021	TRAFFIC SIGNAL MAINT	\$2,324.02
	PW-21061406728	06/14/2021	PERMIT CONSTRUCTION INSPECTION-WALNUT DR	\$34.59
	PW-21061406749	06/14/2021	EMERGENCY ROAD SERVICE	\$762.81
	PW-21061406739	06/14/2021	REVIEW DESIGN PLANS-GRADE SEPARATION	\$2,302.27
	PW-21061406812	06/14/2021	PUMP STATION UPGRADES	\$1,076.13
	PW-21061406745	06/14/2021	STORM DRAIN MAINT	\$217.52
<b>76219</b>	07/08/2021		<b>COUNTY OF LOS ANGELES</b>	<b>\$5,460.63</b>
	Invoice	Date	Description	Amount
	1914P	05/26/2021	WEED ABATEMENT-TONNER CYN (FIRESTONE CAMP)	\$5,460.63
<b>76220</b>	07/08/2021		<b>COUNTY OF LOS ANGELES</b>	<b>\$13,516.55</b>
	Invoice	Date	Description	Amount
	1915P	05/26/2021	PEST CONTROL-TRES HEMANOS	\$1,113.95
	1916P	05/26/2021	WEED/PEST CONTROL-TRES HEMANOS	\$12,402.60
<b>76221</b>	07/08/2021		<b>DAPEER, ROSENBLIT, AND LITVAK,</b>	<b>\$349.20</b>
	Invoice	Date	Description	Amount
	18828	05/31/2021	SPECIALIED LEGAL SVC-MAY 2021	\$179.20
	18827	05/31/2021	GENERAL CODE ENFORCEMENT-MAY 2021	\$170.00

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>76222</b>	07/08/2021		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$2,442.66</b>
	Invoice	Date	Description	Amount
	06/25/21	06/25/2021	SHELTER COST-MAY 2021	\$2,442.66
<b>76223</b>	07/08/2021		<b>ELECTRA-MEDIA, INC</b>	<b>\$1,763.00</b>
	Invoice	Date	Description	Amount
	8793	06/11/2021	PUENTE HILLS AUTO DISPLAY-JUL 2021	\$1,763.00
<b>76224</b>	07/08/2021		<b>FEDERAL EXPRESS CORP.</b>	<b>\$43.66</b>
	Invoice	Date	Description	Amount
	7-408-27624	06/18/2021	MESSENGER SVC	\$43.66
<b>76225</b>	07/08/2021		<b>FRAZER, LLP</b>	<b>\$11,440.00</b>
	Invoice	Date	Description	Amount
	173222	06/16/2021	COI-PROF SVC FOR JUN 2021	\$11,440.00
<b>76226</b>	07/08/2021		<b>FUEL PROS, INC.</b>	<b>\$3,998.91</b>
	Invoice	Date	Description	Amount
	55569	05/25/2021	INDUSTRY HILLS FUEL STN MAINT	\$150.00
	55555	05/30/2021	REPAIR/PARTS	\$3,848.91
<b>76227</b>	07/08/2021		<b>GAA ARCHITECTS, INC.</b>	<b>\$11,822.50</b>
	Invoice	Date	Description	Amount
	10034	06/24/2021	RECREATION CENTER-YAL	\$11,822.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>76228</b>	07/08/2021		<b>GONSALVES &amp; SON, JOE A.</b>	<b>\$10,090.00</b>
	Invoice	Date	Description	Amount
	159088	06/15/2021	LEGISLATIVE SVC-JUN 2021	\$10,090.00
<b>76229</b>	07/08/2021		<b>HADDICK'S AUTO BODY</b>	<b>\$60.00</b>
	Invoice	Date	Description	Amount
	234809	06/15/2021	CONTAINER STORAGE	\$60.00
<b>76230</b>	07/08/2021		<b>HISTORICAL RESOURCES, INC.</b>	<b>\$19,137.36</b>
	Invoice	Date	Description	Amount
	COI2021-22	06/24/2021	ADMIN & MGMT SVC-HOMESTEAD	\$19,137.36
<b>76231</b>	07/08/2021		<b>INDEPENDENT ROOFING</b>	<b>\$2,425.00</b>
	Invoice	Date	Description	Amount
	0076594	05/27/2021	ROOF INSPECTION-RAUSCH RD/STAFFORD	\$1,940.00
	0076744	06/15/2021	ROOF INSPECTION-RAUSCH RD/STAFFORD	\$485.00
<b>76232</b>	07/08/2021		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$48,802.72</b>
	Invoice	Date	Description	Amount
	14-25432	06/11/2021	SECURITY SVC-VARIOUS CITY SITES	\$15,825.18
	14-25429	06/11/2021	SECURITY SVC 6/4-6/10/21	\$8,565.84
	14-25444	06/17/2021	SECURITY SVC 6/11-6/17/21	\$8,565.84
	14-25447	06/17/2021	SECURITY SVC-VARIOUS CITY SITES	\$15,845.86
<b>76233</b>	07/08/2021		<b>INDUSTRY TIRE SERVICE</b>	<b>\$290.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	301952	05/03/2021	REPLACE TIRE-KABOTA TRACTOR AT TONNER CYN	\$290.00
<b>76234</b>	07/08/2021		<b>INTERIOR IMAGES, INC.</b>	<b>\$9,411.74</b>
	Invoice	Date	Description	Amount
	3047	06/16/2021	INTERIOR DESIGN-EL ENCANTO FACILITY	\$9,411.74
<b>76235</b>	07/08/2021		<b>JEFF PARRIOTT PHOTOGRAPHIC</b>	<b>\$8,962.20</b>
	Invoice	Date	Description	Amount
	COI0621	06/30/2021	PROF SVC-HOMESTEAD	\$8,962.20
<b>76236</b>	07/08/2021		<b>JMDiaz, Inc.</b>	<b>\$987.50</b>
	Invoice	Date	Description	Amount
	052(21-104)	05/24/2021	STAFF AUGMENTATION-MAY 2021	\$987.50
<b>76237</b>	07/08/2021		<b>L A COUNTY SHERIFF'S</b>	<b>\$70,678.23</b>
	Invoice	Date	Description	Amount
	212594VC	06/11/2021	SPECIAL EVENT-DIRECTED PATROL	\$70,678.23
<b>76238</b>	07/08/2021		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$286.03</b>
	Invoice	Date	Description	Amount
	BS;05/21	05/19/2021	WATER MONITORING-BOY SCOUTS RESERVE	\$286.03
<b>76239</b>	07/08/2021		<b>LOCKE LORD LLP</b>	<b>\$109,781.15</b>
	Invoice	Date	Description	Amount
	1657484	06/16/2021	LEGAL SVC-APR 2021	\$100,607.65
	1658946	06/24/2021	LEGAL SVC-MAY 2021	\$9,173.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
76240	07/08/2021		MIDAMERICA ADMINISTRATIVE &	\$1,560.00
	Invoice	Date	Description	Amount
	MAR0000016086	05/18/2021	ADMIN FEES JAN-MAR 2021	\$1,560.00
76241	07/08/2021		MR PLANT & INTERIOR BOTANICAL	\$770.00
	Invoice	Date	Description	Amount
	JULY 16690	07/01/2021	PLANT MAINT-JUL 2021	\$770.00
76242	07/08/2021		MX GRAPHICS, INC.	\$1,809.52
	Invoice	Date	Description	Amount
	23242	06/03/2021	MICROFICHE SCAN	\$213.53
	23112	05/14/2021	BLUEPRINT SVC-CIP WU P 19 057 B	\$395.84
	23364	06/17/2021	COLOR SCANNING-JN6201	\$341.49
	23224	05/27/2021	COLOR LINE SCANNING	\$426.13
	22721	03/22/2021	COLOR LINE SCANNING	\$219.00
	23401	06/23/2021	MICROFICHE SCAN	\$213.53
76243	07/08/2021		NEXTIVA, INC.	\$1,729.47
	Invoice	Date	Description	Amount
	41071192606	06/28/2021	CITY HALL PHONE SVC	\$1,729.47
76244	07/08/2021		NHA ADVISORS, LLC	\$7,487.50
	Invoice	Date	Description	Amount
	00512	06/21/2021	COI-FINANCIAL ADVISOR 8/12/20-6/15/21	\$7,487.50
76245	07/08/2021		NINYO & MOORE GEOTECHNICAL	\$7,206.04

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	250261	06/18/2021	GEO SVC-SHERIFF'S PARKING LOT	\$2,974.25
	249500	06/02/2021	ASBESTOS ABATEMENT-EL ENCANTO	\$4,231.79
<b>76246</b>	07/08/2021		<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description	Amount
	393	06/30/2021	JANITORIAL SVC-CITY HALL	\$5,500.00
	395	06/30/2021	JANITORIAL SVC-IBC	\$1,467.00
	394	06/30/2021	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
<b>76247</b>	07/08/2021		<b>PACIFIC UTILITY INSTALLATION</b>	<b>\$21,919.50</b>
	Invoice	Date	Description	Amount
	23863	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,828.00
	23862	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,828.00
	23864	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,828.00
	23861	05/31/2021	CITY STREETLIGHT PROGRAM	\$2,469.00
	23867	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,828.00
	23866	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,828.00
	23859	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,915.00
	23860	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,915.00
	23869	05/31/2021	ACCIDENT-PELLISIERPL/PEAK RD	\$1,438.50
	23857	05/31/2021	ACCIDENT-WALTER/CURRIER RD	\$958.00
	23868	05/31/2021	ACCIDENT-AZUSA/TEMPLE	\$1,194.00
	23865	05/31/2021	CITY STREETLIGHT PROGRAM	\$1,923.00
	23858	05/31/2021	CITY STREETLIGHT PROGRAM	\$967.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
76248	07/08/2021			PARS	\$600.00
	Invoice	Date	Description		Amount
	48222	06/09/2021	REP FEES-APR 2021		\$300.00
	48265	06/09/2021	ARS FEES-APR 2021		\$300.00
76249	07/08/2021			PLACEWORKS	\$12,248.93
	Invoice	Date	Description		Amount
	75425	05/31/2021	IS/MND FOR 999 HATCHER AVE		\$12,248.93
76250	07/08/2021			POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description		Amount
	1382286	06/07/2021	MONITORING SVC-HOMESTEAD		\$304.38
76251	07/08/2021			PRINCE GLOBAL SOLUTIONS, LLC	\$5,947.12
	Invoice	Date	Description		Amount
	027	06/11/2021	FEDERAL ADVOCACY-MAY 2021		\$5,947.12
76252	07/08/2021			RICOH USA, INC.	\$820.68
	Invoice	Date	Description		Amount
	5062207725	06/14/2021	METER READING-VARIOUS		\$249.02
	5062203977	06/13/2021	METER READING-TREASURY		\$20.91
	5062084890	05/28/2021	METER READING-ENGINEERING COPIER		\$8.73
	35166441	06/11/2021	COPIER LEASE-ENGINEERING		\$289.36
	35167153	06/11/2021	COPIER LEASE-TREASURY		\$252.66
76253	07/08/2021			RICOH USA, INC.	\$3,509.49



**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	72792509	06/06/2021	COPIER LEASE-VARIOUS	\$858.73
	72785705	06/06/2021	COPIER LEASE-VARIOUS	\$2,650.76
<b>76254</b>	07/08/2021		<b>ROBINSON'S FLOWERS</b>	<b>\$82.45</b>
	Invoice	Date	Description	Amount
	3358	06/01/2021	FLOWERS AND DELIVERY	\$82.45
<b>76255</b>	07/08/2021		<b>SAN GABRIEL VALLEY</b>	<b>\$5,400.00</b>
	Invoice	Date	Description	Amount
	20210627COI	06/26/2021	LANDSCAPE SVC-TRAIL MAINT	\$5,400.00
<b>76256</b>	07/08/2021		<b>SAN MARINO ROOF CO., INC.</b>	<b>\$35,601.25</b>
	Invoice	Date	Description	Amount
	#3CITY-1464	06/01/2021	ROOF REPLACEMENT AT 15559 RUASCH, 15651	\$37,475.00
<b>76257</b>	07/08/2021		<b>SC FUELS</b>	<b>\$29,280.40</b>
	Invoice	Date	Description	Amount
	4678983	06/28/2021	REGULAR FUEL-INDUSTRY HILLS PUMPS	\$29,280.40
<b>76258</b>	07/08/2021		<b>SO CAL INDUSTRIES</b>	<b>\$282.00</b>
	Invoice	Date	Description	Amount
	506612	06/16/2021	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	505881	06/11/2021	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	507900	06/23/2021	RR RENTAL-TONNER CYN/57FWY	\$91.26

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>76259</b>	07/08/2021		<b>SPECIAL T WATER SYSTEMS, INC.</b>	<b>\$1,156.81</b>
	Invoice	Date	Description	Amount
	191082	05/13/2021	SALT DELIVERY-EL ENCANTO	\$1,156.81
<b>76260</b>	07/08/2021		<b>SQUARE ROOT GOLF &amp; LANDSCAPE,</b>	<b>\$162,932.02</b>
	Invoice	Date	Description	Amount
	1557EEH	06/29/2021	LANDSCAPE SVC-VARIOUS CITY SITES	\$7,264.00
	1560H-3	06/29/2021	HAZARDOUS WASTE REMOVAL	\$64.80
	1558EEH	06/29/2021	LANDSCAPE SVC-EL ENCANTO	\$11,539.20
	1560H-2	06/29/2021	SIGN REPAIR & INSTALLATION	\$810.00
	1560H	06/29/2021	LANDSCAPE SVC-VARIOUS CITY SITES	\$122,013.70
	1559EEH	06/29/2021	LANDSCAPE SVC-HOMESTEAD	\$20,308.38
	1560H-1	06/29/2021	GRAFFITI REMOVAL	\$931.94
<b>76261</b>	07/08/2021		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$942.81</b>
	Invoice	Date	Description	Amount
	8062495205	06/05/2021	OFFICE SUPPLIES	\$504.04
	8062562925	06/12/2021	OFFICE SUPPLIES	\$438.77
<b>76262</b>	07/08/2021		<b>SYNCHRONY BANK/AMAZON</b>	<b>\$65.99</b>
	Invoice	Date	Description	Amount
	463838383834	06/08/2021	OFFICE SUPPLIES	\$65.99
<b>76263</b>	07/08/2021		<b>THE TECHNOLOGY DEPOT</b>	<b>\$24,888.84</b>
	Invoice	Date	Description	Amount
	16475	06/11/2021	NETWORK MAINT 6/7-6/11/21	\$7,228.75

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 8, 2021**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
16501	06/11/2021		NETWORK MAINT-AFTER HOURS SUPPORT	\$1,485.00
16517	06/18/2021		NETWORK MAINT 6/14-6/18/21	\$3,062.50
16562	06/16/2021		EMERGENCY NOTIFICATION SUBSCRIPTION	\$190.00
16575	06/18/2021		CLOUD CONNECT VIRTUAL VITA	\$2,635.60
16596	06/22/2021		LICENSING "TRUE UP" MAY-JUL 2021	\$83.79
16572	06/18/2021		PLATINUM CYBER PROTECTION	\$699.60
16593	06/22/2021		TRUE UP MS WINDOWS SERVER	\$2,635.60
16573	06/18/2021		CLOUD CONNECT VEEAM	\$5,104.00
16566	06/17/2021		CLOUD CONNECT	\$1,764.00
<b>76264</b>	<b>07/08/2021</b>		<b>THOMSON REUTERS - WEST</b>	<b>\$770.88</b>
Invoice	Date	Description	Amount	
844540973	06/04/2021	WEST'S ANNO CALIF CODE BOOKS	\$770.88	
<b>76265</b>	<b>07/08/2021</b>		<b>VORTEX INDUSTRIES, INC.</b>	<b>\$2,523.40</b>
Invoice	Date	Description	Amount	
08-1513553	06/18/2021	REPAIR GATE-TONNER CYN	\$2,523.40	
<b>76266</b>	<b>07/08/2021</b>		<b>WEST COAST ARBORISTS, INC.</b>	<b>\$10,955.00</b>
Invoice	Date	Description	Amount	
173992	06/15/2021	TREE PRUNING-HOMESTEAD	\$10,955.00	

Checks	Status	Count	Transaction Amount
	Total	76	\$1,634,706.12

*CITY COUNCIL*

ITEM NO. 6.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 13, 2021  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 633 059 714#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory Moss.

**ROLL CALL**

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

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

**PUBLIC COMMENTS**

There were no public comments.

**Presentation: Tim Seal, Executive Director for Delhaven Community Center to report on the status of the City's recent donation of 90 Chromebooks for the use by students in their online educational efforts.**

Multiple associates from Delhaven presented to the Council the success of the online education program. In addition to Tim Seal and Eric Benavidez; Priscilla Valenzuela, Scarlett Lopez and Erica Oliden each spoke of accomplishments made and thanked the Council for the donation of the Chromebooks.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MAY 13, 2021  
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**CONSENT CALENDAR**

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 13, 2021**

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

**6.2 CONSIDERATION OF THE MINUTES OF THE FEBRUARY 11, 2021 REGULAR MEETING, FEBRUARY 25, 2021 REGULAR MEETING, MARCH 11, 2021 REGULAR MEETING, MARCH 25, 2021 REGULAR MEETING, APRIL 8, 2021 REGULAR MEETING AND THE APRIL 22, 2021 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**6.3 SECOND READING AND ADOPTION OF ORDINANCE NO. 815 AMENDING SUBSECTIONS 3.52.090.A. AND 3.52.090.B. OF SECTION 3.52.090 (FORMAL BID PROCEDURES—PUBLIC PROJECTS), AMENDING SUBSECTION 3.52.080.E. OF SECTION 3.52.080 (INFORMAL BID PROCEDURES—PUBLIC PROJECTS), AND ADDING SECTION 3.52.100 (ADJUSTMENT TO BIDDING THRESHOLDS) TO CHAPTER 3.52 (PUBLIC PROJECTS—BIDDING AND PROCEDURES), OF TITLE 3 (REVENUE AND FINANCE), OF THE CITY OF INDUSTRY MUNICIPAL CODE, MAKING MINOR REVISIONS TO THE FORMAL BIDDING PROCEDURES AND ADJUSTING THE THRESHOLDS FOR COMPETITIVE BIDDING FOR PUBLIC WORKS CONTRACTS, IN ACCORDANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT, AND NOTICE OF EXEMPTION REGARDING SAME**

*RECOMMENDED ACTION:* *Adopt Ordinance No. 815, and Notice of Exemption regarding same*

**6.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BESS TESTLAB, INC., TO PROVIDE UTILITY LOCATING AND POTHOLING SERVICES FOR THE KELLA AVENUE STORM DRAIN PROJECT, EXTENDING THE TERM THROUGH SEPTEMBER 30, 2021, REVISING THE RATE SCHEDULE, REVISING THE INDEMNITY PROVISIONS, AND INCREASING COMPENSATION BY \$5,680.00 (CIP-SD-19-041-B)**

*RECOMMENDED ACTION:* *Approve the Amendment.*

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**6.5 CONSIDERATION OF AMENDMENT NO. 2 TO THE BETTERMENT AGREEMENT BETWEEN THE CITY OF INDUSTRY AND ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGARDING THE INSTALLATION OF INTERSECTION IMPROVEMENTS TO FAIRWAY DRIVE AND WALNUT DRIVE, IN CONJUNCTION WITH THE FAIRWAY GRADE SEPARATION PROJECT (MP 99-60 #13)**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

Council Member Radecki recused himself from voting on check number 75883 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

Council Member Ruggles recused himself from voting on check number 75826 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 75883 ON ITEM 1 (REGISTER OF DEMANDS), AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 75826 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**ACTION ITEMS**

**7.1 CONSIDERATION OF RESOLUTION NO. CC 2021-19 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE INDUSTRY STATION ATHLETIC FUND IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00)**

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*RECOMMENDED ACTION:*  
19.

*Adopt Resolution No. CC 2021-*

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

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2021-19. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**7.2 CONSIDERATION OF DEVELOPMENT PLANS 20-10 THROUGH 20-17, FOR THE CONSTRUCTION OF EIGHT NEW BUILDINGS AT THE INDUSTRY BUSINESS CENTER SITE (BUILDINGS 1, 3, 4, 5, 6, 7, 8, AND 10), AND AN ADDENDUM TO THE 2004 IBC EIR**

Contract Associate Planner, Dina Lomeli provided a staff report and indicated for the record, each resolution under Items 7.2a through 7.2i, the name of the applicant will be replaced with the name of the lease holder on each resolution.

In addition, under Item 7.2d, a typo is noted regarding the square footage of the landscaping. On Resolution No. CC 2021-25 the square-feet of landscaping should read as 147,064 rather than 146,064. She was available to answer any questions.

- a. **CONSIDERATION OF RESOLUTION NO. CC 2021-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN ADDENDUM TO THE 2004 INDUSTRY BUSINESS CENTER ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2003121086), FOR DEVELOPMENT PLAN NOS. 20-10 THROUGH 20-17, TO ALLOW FOR THE DEVELOPMENT OF A COMBINED 4,355,340 SQUARE FEET OF INDUSTRIAL BUILDING SPACE ON EIGHT INDIVIDUAL PROJECT SITES, AT THE INDUSTRY BUSINESS CENTER PROJECT SITE, GENERALLY LOCATED SOUTH OF FERRERO PARKWAY AT GRAND AVENUE, IN THE CITY OF INDUSTRY**



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*RECOMMENDED ACTION:*  
22.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-22. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

Assistant City Attorney, Bianca Sparks, made a blanket comment for the record, as stated in Contract Associate Planner, Dina Lomeli's presentation, that Items 7.2a through 7.2.i, the name of the applicant will be replaced with the name of the lease holder on each resolution.

**b. CONSIDERATION OF RESOLUTION NO. CC 2021-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-10, TO ALLOW FOR THE DEVELOPMENT OF A 1,000,720 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 21931 INDUSTRY WAY, INDUSTRY BUSINESS CENTER BUILDING NO. 1, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
23.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2021-23. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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**c. CONSIDERATION OF RESOLUTION NO. CC 2021-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-11, TO ALLOW FOR THE DEVELOPMENT OF A 564,480 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 22010 INDUSTRY WAY, INDUSTRY BUSINESS CENTER BUILDING NO. 3, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
24.

*Adopt Resolution No. CC 2021-*

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2021-24. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**d. CONSIDERATION OF RESOLUTION NO. CC 2021-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-12, TO ALLOW FOR THE DEVELOPMENT OF A 240,500 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 131 MARCELLIN DRIVE, INDUSTRY BUSINESS CENTER BUILDING NO. 4, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
25.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2021-25, WITH THE APPROPRIATE CORRECTION PER ASSISTANT CITY ATTORNEY, BIANCA SPARKS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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**e. CONSIDERATION OF RESOLUTION NO. CC 2021-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-13, TO ALLOW FOR THE DEVELOPMENT OF A 606,408 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 151 MARCELLIN DRIVE, INDUSTRY BUSINESS CENTER BUILDING NO. 5, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
26.

*Adopt Resolution No. CC 2021-*

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-26. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**f. CONSIDERATION OF RESOLUTION NO. CC 2021-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-14, TO ALLOW FOR THE DEVELOPMENT OF A 694,400 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 171 MARCELLIN DRIVE, INDUSTRY BUSINESS CENTER BUILDING NO. 6, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
27.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2021-27. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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**g. CONSIDERATION OF RESOLUTION NO. CC 2021-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-15, TO ALLOW FOR THE DEVELOPMENT OF A 708,400 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 23030 GRAND CROSSING PARKWAY, INDUSTRY BUSINESS CENTER BUILDING NO. 7, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
28.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-28. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**h. CONSIDERATION OF RESOLUTION NO. CC 2021-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-16, TO ALLOW FOR THE DEVELOPMENT OF A 354,660 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 23020 GRAND CROSSING PARKWAY, INDUSTRY BUSINESS CENTER BUILDING NO. 8, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
29.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2021-29. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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**i. CONSIDERATION OF RESOLUTION NO. CC 2021-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-17, TO ALLOW FOR THE DEVELOPMENT OF AN 185,700 SQUARE FOOT INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 110 MARCELLIN DRIVE, INDUSTRY BUSINESS CENTER BUILDING NO. 10, IN THE CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
30.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2021-30. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**7.3 CONSIDERATION OF APPOINTMENT FOR ONE (1) VACANT SEAT ON THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY**

*RECOMMENDED ACTION:* *Discuss and make appointment to the Industry Property and Housing Management Authority and/or provide additional direction to staff.*

Assistant City Manager, Bing Hyun provided a staff report and indicated that the City received two applications for consideration, Joseph Emmons and Timothy O’Gorman. He was available to answer any questions.

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPOINT TIM O’GORMAN TO SERVE ON THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

**CITY MANAGER REPORTS**

There were none.

**AB 1234 REPORTS**

There were none.

**CITY COUNCIL COMMUNICATIONS**

Mayor Moss mentioned a front-page article in today's paper regarding a business within the City of Industry by the name of Pluto. They will be appearing on the Shark Tank TV show.

Also yesterday, May 12<sup>th</sup>, was National Nurses Day and she acknowledged nurses and doctors, specifically from El Encanto, for their dedication and hard work during these last fifteen months. She quoted Florence Nightingale "With loyalty will I endeavor to aid the physician in his work and devote myself to the welfare of those committed to my care".

Lastly Mayor Moss spoke about the exciting news regarding Mayor Pro Tem Marcucci's health update.

**CLOSED SESSION**

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

- 11.1 CONFERENCE WITH LEGAL COUNSEL  
Public Employment Pursuant to Government Code Section 54957  
Title: City Manager
- 11.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)  
One Potential Case

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11.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property:	15710 – 15724 Rausch Road APNs: 8245-001-913, 8245-001-917, and 8245-001-918
Agency Negotiators:	Josh Nelson, Director of Public Works/City Engineer/Assistant City Manager Bing, Hyun, Assistant City Manager
Negotiating Parties:	Priceless Pet Rescue
Under Negotiation:	Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 10:00 a.m.

Mayor Moss reconvened the meeting at 12:26 p.m. Mayor Pro Tem Marcucci left the meeting at 12:13 p.m. and Council Member Greubel left the meeting at 12:19 p.m. Both members did participate in all the Closed Session items.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 11.1, direction was given to the City Attorney's Office. No final action was taken, nothing further to report.

With regard to Closed Session items 11.2, direction was given to the City Attorney's Office. No decision was made, nothing further to report.

With regard to Closed Session items 11.3, direction was given to the Agency Negotiators. Nothing further to report.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 12:27 p.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:19 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 520 512 371#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory Moss.

**ROLL CALL**

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

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

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 10, 2021**

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

**5.2 CONSIDERATION OF APPLICATIONS FROM THE FOLLOWING ORGANIZATIONS TO SELL SAFE AND SANE FIREWORKS IN THE CITY: CATHEDRAL HIGH SCHOOL, CORY LIDLE FOUNDATION, COVINA COLTS GRIDIRON CLUB, HIGH IMPACT TRAINING 626, INDUSTRY LA PUENTE MUSIC**



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**BOOSTERS, KIWANIS OF HACIENDA HEIGHTS, KNIGHTS OF COLUMBUS #5137 & #16034, KNIGHTS OF COLUMBUS MSGR. MULCAHY COUNCIL 16438, LA PUENTE HS ATHLETICS, LOS ALTOS QUARTERBACK CLUB, NORTHVIEW HS BASEBALL BOOSTERS, ROWLAND HS RAIDER HUDDLE CLUB, SHINING LIGHT MINISTRIES, THE CALIFORNIA ALLIANCE FOR FAMILY JUSTICE, AND THE JENNIFER LENIHAN MEMORIAL SCHOLARSHIP FOUNDATION**

*RECOMMENDED ACTION:* *Approve the list of applicants to sell safe and sane fireworks beginning June 28, 2021 and ending July 5, 2021 as conditioned.*

**5.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CLIFTONLARSONALLEN LLP, FOR AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$131,685 THROUGH JUNE 30, 2022**

*RECOMMENDED ACTION:* *Approve the Amendment.*

Mayor Cory Moss noted for the record that Item 5.3, had a typo on the agenda. It should have read as Amendment no. 2, instead of Amendment No. 1.

Council Member Radecki recused himself from voting on check number 76083 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 76083 ON ITEM 1 (REGISTER OF DEMANDS) AND ADJUST ITEM 3, TO AMENDMENT NO. 2. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

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**ACTION ITEMS**

**6.1 CONSIDERATION OF RESOLUTION NO. CC 2021-35 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING AND ESTABLISHING THE FISCAL YEAR 2021-2022 APPROPRIATIONS LIMITATION AND SELECTING THE GROWTH IN CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIIB OF THE CALIFORNIA CONSTITUTION**

*RECOMMENDED ACTION:*  
35.

*Adopt Resolution No. CC 2021-*

Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2021-35. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**6.2 CONSIDERATION OF RESOLUTION NO. CC 2021-43 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO MEGAN’S WINGS, INC., IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) FOR CORPORATE PROGRAM PARTNERSHIP**

*RECOMMENDED ACTION:*  
43.

*Adopt Resolution No. CC 2021-*

Public Affairs Manager, Sam Pedroza provided a staff report and was available to answer any questions. Kimberly Savage with Megan’s Wings thanked the Council for their support and spoke briefly about Megan’s Wings.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2021-43. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**6.3 CONSIDERATION OF A REIMBURSEMENT AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY FOR PRELIMINARY ENGINEERING SERVICES ON THE FULLERTON ROAD IMPROVEMENT PROJECT IN AMOUNT OF \$5,000.00 (CIP-STR-19-042-B)**

*RECOMMENDED ACTION: Approve the Agreement.*

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

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

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**6.4 DISCUSSION REGARDING WORKMAN & TEMPLE FAMILY HOMESTEAD MUSEUM**

*RECOMMENDED ACTION: Staff seeks Council direction.*

Assistant City Manager, Bing Hyun provided a staff report and asked the Council, at this time of re-opening from COVID-19, if the City should stay the course with the Museum or if they would like to re-visit the purpose and mission of the Museum. After discussion, the Council asked for staff to bring back specific ideas or options to discuss and brainstorm at a future meeting.

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**PUBLIC HEARING ITEMS**

**7.1 CONSIDERATION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, DEVELOPMENT PLAN N9. 19-11, AND CONDITIONAL USE PERMIT NO. 19-7, FOR THE CONSTRUCTION AND OPERATION OF A NEW GASOLINE SERVICE STATION WITH EIGHT (8) FUEL DISPENSERS AND SIXTEEN (16) FUEL PUMPS, A 5,699 SQUARE-FOOT CANOPY, AND 403.43 SQUARE-FOOT CONVENIENCE STORE, LOCATED AT 17150 GALE AVENUE**

Consultant Assistant Planner II, Nathalie Vasquez provided a staff report for items 7.1a, 7.1b, and 7.1c, and was available to answer any questions.

Mayor Moss opened the public hearing at 9:39 a.m.

Mayor Moss asked City Clerk Robles if there were any written communications and/or questions received from the public and City Clerk Robles responded, there were none.

Mayor Moss closed the public hearings at 9:46 a.m.

**a. CONSIDERATION OF RESOLUTION NO. CC 2021-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 19-11, AND CONDITIONAL USE PERMIT NO. 19-7, TO ALLOW THE CONSTRUCTION AND OPERATION OF A NEW GASOLINE SERVICE STATION LOCATED 17150 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA, WITHIN THE COMMERCIAL ZONE**

*RECOMMENDED ACTION:*  
40.

*Adopt Resolution No. CC 2021-*

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-40. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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**b. CONSIDERATION OF RESOLUTION NO. CC 2021-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 19-11, FOR THE CONSTRUCTION OF A NEW GASOLINE SERVICE STATION LOCATED AT 17150 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
41.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2021-41. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**c. CONSIDERATION OF RESOLUTION NO. CC 2021-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 19-7, FOR THE CONSTRUCTION AND OPERATION OF A NEW GASOLINE SERVICE STATION LOCATED AT 17150 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA**

*RECOMMENDED ACTION:*  
42.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-42. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

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**CITY MANAGER REPORTS**

There was none.

**AB 1234 REPORTS**

There was none.

**CITY COUNCIL COMMUNICATIONS**

Mayor Pro Tem Marcucci made a statement congratulating the 2021 local high school graduates. Mayor Moss followed with thanking Mayor Pro Tem Marcucci for being the driving force in helping to get the street banners made.

Mayor Moss spoke of the 51-year history of June being recognized as Pride Month. We acknowledge that everyone is a valued member of our community, and we stand against any oppression and discrimination of any member of our community. Our rights will be protected and advanced.

Mayor Moss then spoke regarding the difficult, five-hour surgery on June 1st that Mayor Pro Tem Marcucci went through. Her thyroid and all traces of cancer have been removed and her outlook is bright. Congratulations!

**CLOSED SESSION**

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

- 11.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: *City of Industry v. San Gabriel Valley Water & Power, et al., and related cross actions*  
Superior Court of California, County of Los Angeles  
Case No. 19STCV10150

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11.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8:

Property:	Assessor Parcel Numbers 8262-015-900 and 8262-015-901
Agency Negotiators:	Troy Helling, City Manager James M. Casso, City Attorney
Negotiating Parties:	Beach Street Development LLC
Under Negotiation:	Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 9:55 a.m.

Mayor Moss reconvened the meeting at 10:39 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 11.1, direction was given to Legal Counsel. No final action was taken.

With regard to Closed Session items 11.2, no final action was taken. Nothing further to report at this time.

**ADJOURNMENT**

There being no further business, the City Council adjourned at 10:40 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK

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CITY COUNCIL REGULAR MEETING MINUTES  
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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 439 676 59#.

**FLAG SALUTE**

The flag salute was led by Mayor Cory Moss.

**ROLL CALL**

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

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

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

**5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 24, 2021**

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

**5.2 CONSIDERATION OF RESOLUTION NO. CC 2021-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2021-22 OPERATING BUDGET AND FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET**



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*RECOMMENDED ACTION:*  
37.

*Adopt Resolution No. CC 2021-*

**5.3 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE FOLLOWS CAMP BRIDGE REPLACEMENT PROJECT, REVISING THE SCOPE OF SERVICES, EXTENDING THE TERM THROUGH DECEMBER 31, 2021, AND INCREASING COMPENSATION BY \$80,000.00**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

**5.4 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES, FOR BROKER OF RECORD DESIGNATION SERVICES**

*RECOMMENDED ACTION:*

*Approve the Amendment.*

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

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**ACTION ITEMS**

**6.1 CONSIDERATION OF RESOLUTION NO. CC 2021-36 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA RESCINDING RESOLUTION NO. CC 2021-11, AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND CITY ELECTED AND APPOINTED OFFICIALS FOR FISCAL YEAR 2021-2022**

*RECOMMENDED ACTION:*  
36.

*Adopt Resolution No. CC 2021-*

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Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-36. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**6.2 CONSIDERATION OF RESOLUTION NO. CC 2021-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE CREATION OF A CITY OPERATING RESERVE FUND, SPECIAL REVENUE OPERATING RESERVE, ENTERPRISE FUND OPERATING RESERVE, AND A CITY CAPITAL IMPROVEMENT RESERVE FUND, AND AUTHORIZING CERTAIN APPROPRIATIONS TO VARIOUS FUNDS**

*RECOMMENDED ACTION:*

*Adopt Resolution No. CC 2021-39.*

Director of Finance, Yamini Pathak provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2021-39. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**6.3 CONSIDERATION OF RESOLUTION NO. CC 2021-45 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO LOS ANGELES REGIONAL FOOD BANK, IN THE AMOUNT OF \$5,000.00 FOR FUNDING OF THE LA PUENTE OUTREACH FOOD PANTRY**

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*RECOMMENDED ACTION:*  
45.

*Adopt Resolution No. CC 2021-*

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

Mayor Pro Tem Marcucci said volunteers are welcomed and needed.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2021-45. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	GREUBEL, RADECKI, RUGGLES, MPT/MARCUCCI, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

**6.4 CONSIDERATION OF DEVELOPMENT PLAN 20-02, 20922 CURRIER ROAD, CITY OF INDUSTRY**

Consultant Associate Planner, Dina Lomeli provided a staff report for items 6.4a and 6.4b, and was available to answer any questions.

**a. CONSIDERATION OF RESOLUTION NO. CC 2021-46 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 20-02, TO ALLOW THE CONSTRUCTION OF A NEW 145,593 SQUARE FOOT INDUSTRIAL WAREHOUSE BUILDING LOCATED ON A 6.94-ACRE SITE AT 20922 CURRIER ROAD, CITY OF INDUSTRY, CALIFORNIA, WITHIN THE "M" INDUSTRIAL ZONE**

*RECOMMENDED ACTION:*  
46.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2021-46. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**b. CONSIDERATION OF RESOLUTION NO. CC 2021-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-02, FOR THE CONSTRUCTION OF A NEW 145,593 SQUARE FOOT INDUSTRIAL WAREHOUSE BUILDING LOCATED ON A 6.95-ACRE SITE AT 20922 CURRIER ROAD, CITY OF INDUSTRY, CALIFORNIA, WITHIN THE "M" INDUSTRIAL ZONE**

*RECOMMENDED ACTION:*  
147.

*Adopt Resolution No. CC 2021-*

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2021-47. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**6.5 CONSIDERATION OF A MASTER AGREEMENT FOR SOFTWARE AND RELATED DOCUMENTS, WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI") TO PROVIDE SOFTWARE LICENSING RELATED TO THE CITY'S ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM, IN AN AMOUNT NOT-TO-EXCEED \$97,500.00 FOR A THREE-YEAR TERM**

*RECOMMENDED ACTION:*

*Approve the Agreement.*

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

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

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AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

**6.6 CONSIDERATION OF AUTHORIZATION TO SUBMIT THE REVISED UPPER SAN GABRIEL RIVER REVISED ENHANCED WATERSHED MANAGEMENT PLAN TO THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

*RECOMMENDED ACTION: Approve submittal of the Revised WMP and Authorize the City Engineer to sign a Letter of Authorization for the County to Submit on City's behalf*

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

MOTION BY COUNCIL MEMBER RADECKI AND SECOND BY MAYOR PRO TEM MARCUCCI, TO APPROVE SUBMITTAL OF THE REVISED WMP AND AUTHORIZE THE CITY ENGINEER TO SIGN A LETTER OF AUTHORIZATION FOR THE COUNTY TO SUBMIT ON CITY'S BEHALF. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS

NOES: COUNCIL MEMBERS: NONE

ABSENT COUNCIL MEMBERS: NONE

ABSTAIN COUNCIL MEMBERS: NONE

**6.7 CONSIDERATION OF AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH THE SAN GABRIEL VALLEY CONSERVATION CORPS., TO EXTEND THE TERM THROUGH JUNE 30, 2024, INCREASE THE COMPENSATION BY \$85,000.00, AND UPDATE INDEMNITY PROVISIONS SPECIFIC TO INDEPENDENT CONTRACTORS**

*RECOMMENDED ACTION: Approve the Amendment.*

Management Analyst, Yvette Padilla, provided a staff report and was available to answer any questions.

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

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**6.8 CONSIDERATION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE TECHNOLOGY DEPOT, INC., FOR INFORMATION TECHNOLOGY SUPPORT SERVICES, EXTENDING THE TERM THROUGH OCTOBER 31, 2021, INCREASING THE COMPENSATION BY \$129,000.00, AND ADDING INDEMNITY LANGUAGE SPECIFIC TO INDEPENDENT CONTRACTORS**

*RECOMMENDED ACTION: Approve the Amendment.*

Development Services Manager, Kathy Tai provided a staff report and was available to answer any questions.

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

AYES: COUNCIL MEMBERS: GREUBEL, RADECKI, RUGGLES,  
MPT/MARCUCCI, M/MOSS  
NOES: COUNCIL MEMBERS: NONE  
ABSENT COUNCIL MEMBERS: NONE  
ABSTAIN COUNCIL MEMBERS: NONE

**CITY MANAGER REPORTS**

City Manager Troy Helling said staff is working on doing a hybrid (online and/or in person) meeting for the July 8<sup>th</sup> City Council meeting. More details will be forthcoming.

**AB 1234 REPORTS**

There was none.

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**CITY COUNCIL COMMUNICATIONS**

Mayor Pro Tem Marcucci said that this week is National Mosquito week and as a reminder, avoid stagnant water in your surroundings.

Mayor Moss thanked everyone who attended the ceremony last Friday, renaming Stafford Street to Mayor Dave Way. A special shout out to Sam Pedroza for his great job, in addition to the Sheriff's Department and the Youth Athletic League.

**CLOSED SESSION**

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

- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): two potential cases
  
- 10.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8:
  - Property: Assessor Parcel Numbers 8262-015-900, 8262-015-901 and 8565-024-008
  - Agency Negotiators: Troy Helling, City Manager  
James M. Casso, City Attorney
  - Negotiating Parties: Edward P. Roski, Jr., Trustee of The Roski, Sr. Revocable Trust of 1991; Edward P. Roski, Jr., Trustee of the Non-Exempt Roski Family Trust
  - Under Negotiation: Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 9:42 a.m.

Mayor Moss reconvened the meeting at 10:32 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 10.1, discussion was had for two cases. No final action taken, nothing further to report at this time.

With regard to Closed Session items 10.2, direction was given to the Agency Negotiators, no final action was taken. Nothing further to report at this time.

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**ADJOURNMENT**

There being no further business, the City Council adjourned at 10:33 a.m.

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CORY C. MOSS  
MAYOR

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JULIE ROBLES  
CITY CLERK



*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

## MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: July 8, 2021

**SUBJECT: Consideration of Resolution No. 2021-44, a Resolution of the City Council of the City of Industry, California, Approving Blanket Purchase Orders for Vendors Totaling \$10,000 and Over for FY 2021-2022**

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### **BACKGROUND:**

Annually, after the City's operating budget is adopted, the Finance Department presents to the City Council for its consideration, a blanket purchase order ("BPO") Vendor List for all vendors with whom the City anticipates spending over \$10,000 in the fiscal year. On June 24, 2021, the City Council approved and adopted the City's Operating Budget and budgets for all its affiliated entities for FY 2021-22 ("FY 22"). The FY 22 BPO Vendor List was developed in line with the FY 22 Adopted Budget, and in accordance with the City's Code.

### **DISCUSSION:**

BPOs are a customary financial practice among cities in California; and in summary, are utilized to pay for goods and materials with vendors that the City regularly conducts business with during the fiscal year. Although most BPOs can be created under the City Manager's purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom the City regularly conducts business, that total \$10,000 and over annually, is presented to Council for formal approval. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and materials to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City's Code or intended to bypass the City's standard agreements and terms. Departments must adhere to the requirements of the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the procurement policy, and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the Purchasing (Section 3.04) and Bidding Procedures (Section 3.52), that departments must follow and adhere to when obtaining goods and services.

**Supplies & Equipment** (Section 3.04.050)- For supplies and equipment, purchases of \$100,000 and under may be made at the discretion of the City Manager on the open market with the solicitation of at least three (3) written proposals. Upon the approval of the City Council, BPOs will be created for all vendors the City regularly conducts business with for supplies and equipment for FY 22.

Purchases of supplies and equipment over \$100,000 require a formal bidding process and formal approval by the Council. Should items over \$100,000 be taken to Council during the current fiscal year, BPOs will be created for these items as Council approves them.

### **BPO Vendor List for FY 22**

The BPO Vendor List for FY 22, attached as Exhibit A, includes all vendors with whom the City regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 22 Adopted Budget.

BPOs will also be utilized for all vendors that total less than \$10,000 annually, and with whom the City conducts business on a recurring basis throughout the fiscal year.

### **FISCAL IMPACT:**

The BPOs for all vendors listed in Exhibit A total \$896,000. This has been accounted for and included in the FY 22 Adopted Budget.

### **RECOMMENDED ACTION:**

Staff recommends the City Council adopt Resolution No. 2021-44, approving the BPO Vendor List for vendors totaling \$10,000 and over for FY 24.

#### Attachments:

1. Resolution No. CC 2021-44-Resolution Approving the FY 21-22 Blanket Purchase Orders for Vendors Totaling \$10,000 and Over.
2. Exhibit A – FY 22 Blanket Purchase Order Vendor List

**RESOLUTION NO. CC 2021-44**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,  
CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR  
VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2021-2022**

**WHEREAS**, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures Citywide, in which blanket purchase orders (“BPOs”) were identified as a critical fiscal control that allows the City and staff to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of the City; and

**WHEREAS**, BPOs are a customary financial practice among cities in California; and in summary, are utilized to pay for goods and services with vendors that the City regularly conducts business with during the fiscal year; and

**WHEREAS**, annually, after the City’s operating budget is adopted, the Finance Department presents to the City Council for its consideration, a BPO Vendor List for all vendors with whom the City anticipates spending over \$10,000.00 in the upcoming fiscal year; and

**WHEREAS**, on June 24, 2021, the City Council approved and adopted the City’s Operating Budget and budgets for other entities for FY 2021-22 (“FY 22”); and

**WHEREAS**, the FY 22 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code as it pertains to purchasing and bidding procedures; and

**WHEREAS**, the FY 22 BPO Vendor List was also developed in accordance with the FY 22 Adopted Budget.

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

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

**Section 2.** The City Council hereby approves the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 22.

**Section 3.** The City Council authorizes the City Manager, and/or his designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

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

**Section 5.** The City Clerk shall certify to the passage and adoption of this resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry, California, at a regular meeting held on the 8th day of July 2021.

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

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Cory C. Moss, Mayor

**ATTEST:**

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Julie Gutierrez-Robles, Deputy City Clerk

**City of Industry**  
**Blanket Purchase Order Vendor List for FY 2021-22 ("FY 22")**  
**Exhibit A**  
**Vendors Totaling \$10,000 and Over**

<b>Item #</b>	<b>Vendor Name</b>	<b>FY 22 Proposed Amount</b>	<b>Primary Purpose</b>
1	Amazon	12,000	Office Supplies-Information Technolgy Supplies
2	Amazon Web Services	170,000	Technical Support Services
3	Anixter	30,000	Supplies-Electrical materials/equipment
4	B & T Cattle	175,000	Grazing Services
5	B2 Print	40,000	Office Supplies - City Letterhead, Envelopes, & Business Cards
6	Dangelo Water Works	15,000	Waterline Maintenance
7	Fuel Pros, Inc.	23,000	Property Maintenance - Industry Hills Fuel Station
8	Home Depot	23,000	Property Maintenance Supplies
9	Locks Plus	12,000	Supplies-Key, locks and materials only
10	Lowe's	23,000	Property Maintenance Supplies
11	Merritt's Ace Hardware	12,000	Property Maintenance Supplies
12	MX Graphics	12,000	Supplies-Printing/signs
13	Quinn Company	12,000	Supplies-Equipment Parts and Supplies Only
14	Resource Building Materials	12,000	Facility Materials and Supplies
15	San Gabriel Valley Newspaper Group	40,000	Advertisement - Notices for Invitation of Bids, Public Hearings, and Ordinances, Etc.
16	SC Fuels	173,000	Fuel Purchase for Industry Hills Fuel Tanks
17	SHI International Coroporation	10,000	Information Technolgy Supplies/ Maintenance
18	SO Cal Industries	17,000	Restroom Rental
19	Special T Water System	15,000	Supplies-Delivery Service
20	Staples Business Advantage	25,000	Office Supplies
21	Stotz Equipment	12,000	Supplies-Equipment Parts and Supplies Only
22	Walter Wholesale Electric	33,000	Supplies-Electrical materials/equipment

**\$ 896,000.00**

*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Director of Public Works/City Engineer *JN*  
Upendra Joshi, Senior Project Manager, CNC Engineering

**DATE:** July 8, 2021

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with Civiltec Engineering, Inc., for the engineering design services for pump station upgrades, extending the term through November 9, 2023, revising the scope of services, increasing compensation by \$145,818.00, and revising indemnity provisions

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### **Background:**

On August 11, 2017, the City released a Request for Proposals (“RFP”) for Preparing Plans, Specifications and Estimate (“PS&E”) for Four Grade Separation Pump Stations, Contract No. 2017-1031. The RFP was posted on the City’s PlanetBids vendor portal, and an email notification was sent out to the pre-qualified potable water, recycled water and stormwater design engineering services bench which included: CASC Engineering and Consulting, Civilsource, Inc., Civiltec Engineering, Inc. (“Civiltec”), Cordoba Corporation, CWE Corp., HR Green, and Kimley-Horn and Associates, Inc.

On November 9, 2017, the City Council approved a Professional Service Agreement (“Agreement”) with Civiltec in the amount of \$250,444.05 for pump station design services. The scope of work includes the upgrade of the four pump stations listed below in order to correct deficiencies that may exist in each one. The pump stations are located at the following grade separations:

1. Peck Road
2. Hacienda Boulevard
3. Azusa Avenue
4. Grand Crossing Parkway

### **Discussion:**

The 30 percent plan review comments from Los Angeles County Public Works (“County”) resulted in substantially expanding the scope of upgrades to all four pump stations. The additional scope of services includes incorporating new elements in the design including new motor control centers, building and enclosure design, roof replacement or modified design, new generator designs, new natural gas lateral design end service, new retaining



wall designs and new hoist and crane system design. The Agreement expired on November 9, 2019 and, due to the work required by the County, it is necessary to amend the Agreement to include the additional scope of work, extend the term through November 9, 2023 with a companion increase in compensation of \$145,818.00, include language requiring indemnity specific to independent contractors, and revise the addresses for the City and City Attorney's office.

**Fiscal Impact:**

The fiscal impact for Amendment No. 1 is \$145,818.00. This is budgeted for in the adopted Fiscal Year 2021-2022 Capital Improvement budget Account No. 120-703-5130 (CIP-GS-18-005-B).

**Recommendation:**

Staff recommends the City Council approve Amendment No. 1 to the Agreement with Civiltec.

**Exhibit:**

- A. Amendment No. 1 to the Professional Services Agreement with Civiltec Engineering, Inc., dated July 8, 2021

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TH/JN/UJ:jf

**EXHIBIT A**

Amendment No. 1 to the Professional Services Agreement with Civiltec Engineering,  
Inc., dated July 8, 2021

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 8th day of July 2021, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Civiltec Engineering, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about November 9, 2017, the Agreement was entered into and executed between the City and Consultant for engineering design services; and

**WHEREAS**, the Agreement expired on November 19, 2019, and an extension is needed through November 9, 2023, to allow Consultant to continue providing engineering design services. Additionally, the Parties desire to amend the scope of services to include additional work described in Exhibit A with a companion budget increase in the amount of \$145,818.00. Furthermore, it is necessary to comply with best practices and include indemnity language specific to independent contractors along with revising the contact information for notices to the City Attorney’s office and the City; and

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

**AMENDMENT**

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

**Section 1. TERM**

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 9, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

**Section 4. PAYMENT**

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Ninety Six Thousand Two Hundred Sixty-Three Dollars (\$396,263.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Section 10. INDEPENDENT CONSULTANT**

Section 10(c) is hereby added in its entirety to read as follows:

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees 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 contributions to any retirement and/or pension plan, 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 10(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

**Section 15. Notices**

Section 15 is hereby revised to reflect the current address of the City and City Attorney's office:

To City:                      City of Industry  
   15625 Mayor Dave Way  
   City of Industry, CA 91744

   Attention: City Manager

With a Copy to:            James M. Casso, General Counsel  
   Casso & Sparks, LLP  
   13300 Crossroads Parkway North, Suite 410  
   City of Industry, CA 91746

**Exhibit A, Scope of Services**

The Scope of Services is hereby revised to include the services set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

(SIGNATURES ON THE FOLLOWING PAGE)

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
**Civiltec Engineering, Inc.**

By: \_\_\_\_\_  
Cory C. Moss, Mayor

By: \_\_\_\_\_  
C. Shem Hawes, Principal

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

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

## ATTACHMENT 1

### EXHIBIT A Scope of Services

Consultant shall provide the following additional services:

#### **Task 001 - Support Hydrology Studies**

We will support a hydrology analysis for each of the four pump stations. Our understanding is that the County will perform the hydrology analysis for all pump stations. Consultant will support as is reasonable to facilitate incorporation of the study into the design. It is understood that study results may indicate that pump station sizing as currently projected will have similar pumping conditions to those of the existing pumps. In other words the horsepower of the existing pumps will be similar to those of the new pumps.

#### **Task 002 Additional Design Scope**

The County's comments on the 30% submittal substantially expanded the scope of upgrades to each of the booster stations beyond what the initial condition assessments required. The expanded scope will require additional design work. This line item also includes the cost estimates that were prepared for the City to assist in their decision if they wanted to proceed forward with ownership transfer based on the additional upgrades that would be necessary. This effort assumes that geotechnical reports will be prepared by others and provided to Consultant for consideration in ultimate design. This effort also considers our efforts to prepare a geotechnical report RFP. The Additional scoped elements and are itemized as follows:

##### **Azusa Avenue Pump Station:**

- New Motor Control Center (MCC) and Electrical Service Design
- New MCC Building/Enclosure Design
- New Roof Replacement or Modification Design
- New Hoist and Crane System Design
- New Site Development Design
- New Generator Design
- New Natural Gas Lateral Design
- New Electrical Service Request
- New Natural Gas Lateral Service Request
- County Permitting

##### **Hacienda Boulevard Pump Station:**

- New MCC and Electrical Service Design
- New MCC Building/Enclosure Design
- New Roof Replacement or Modification Design
- New Site Development Design
- New Generator Design
- New Natural Gas Lateral Design
- New Natural Gas Lateral Service Request
- New Retaining Wall Design
- County Permitting

### **Peck Road Pump Station**

- New MCC
- New MCC Building/Enclosure Design
- New Roof Replacement or Modification Design
- New Site Development Design
- New Suction Piping and Catch Basin Modification
- New Generator Design
- New Natural Gas Lateral Design
- New Natural Gas Lateral Service Request
- New Retaining Wall Design
- County Permitting

### **Grand Crossing Parkway Pump Station**

- New Generator Building Roof Replacement or Modification Design
- New Hoist and Crane System Design
- Site Development Design
- Generator Design
- Natural Gas Lateral Design
- New Natural Gas Lateral Service Request
- County Permitting

### **Task 003 Additional Meetings**

In order to move the project forward quickly, there will be about 30 weekly meetings for the next several months. In addition, we anticipate attending two to three additional meetings with the County staff as the project details are figured out.

### **Task 004 Additional Construction Support**

Additional Construction and Bidding Support for added design elements.

**EXHIBIT A TO AMENDMENT NO. 1**  
**PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING INC.**  
**DATED NOVEMBER 9, 2017**



**CITY OF INDUSTRY**  
**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of November 9, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Civiltec Engineering, Inc., a California Corporation ("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 November 9, 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 engineering design 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's 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 monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred and Fifty Thousand, Four Hundred and Forty-Four Dollars and Five Cents (\$250,444.05) 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. LABOR CODE AND PREVAILING WAGES**

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **6. 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.

## **7. 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.

## **8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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  
15625 E. Stafford, Suite 100  
City of Industry, CA 91744

Attention: City Manager

With a Copy To: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant:

C. Shem Hawes, Principal  
Civiltec Engineering, Inc.  
118 W. Lime Avenue  
Monrovia, CA 91016

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.


**24. 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

By:   
Paul J. Philips, City Manager

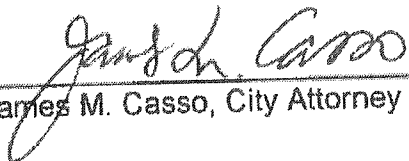
**"CONSULTANT"**  
Civiltec Engineering, Inc.

By:   
C. Sherman Hawes, Principal

**Attest:**

By:   
Diane M. Schlichting, Chief Deputy City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

The Consultant shall provide the following scope of services:

Consultant shall prepare plans, specifications and estimate for four grade pump separations, as set forth below.

The pump stations are located at:

1. Peck Road
2. Hacienda Boulevard
3. Azusa Avenue
4. Grand Crossing Parkway

#### **Phase 1 – Project Initiation**

##### **Meeting and Project Management**

Consultant shall arrange and conduct a kick-off meeting with the City and the project team to formalize design requirements, discuss schedules, plan site visits and obtain any data (i.e. CAD files, plans or documents) that the City may have in its possession relative to the project. Meeting minutes and action items will be provided within 7 days of the meeting.

##### **Utility Research and Data Collection**

Consultant shall perform a complete utility investigation and data research of each pump station site. The objective is to obtain all record information available for each site including record drawings of site improvements, substructure drawings, boundary information, engineering reports, record drawings, assessor's parcel maps, etc. Upon review of the information provided, Civiltec will submit a Request for Information (RFI) detailing any additional information needed from the City. The City will provide copies of existing plans (record drawings) that are available and applicable to this project.

##### **Deliverables**

- Meeting Minutes
- Project Schedule
- RFI

##### **City Tasks**

- Review RFI and provide additional available information

#### **Phase 2 - Prepare Report**

Consultant shall prepare a study for each of the pump station sites. This will include site visits to each of the stations to document identified deficiencies. The report will detail these deficiencies and provide solutions with cost estimates to address the concerns for each pump station.

Consultant shall set up a meeting with operation and maintenance personnel to discuss their concerns at each site and potential solutions.

The report will be prepared as a draft at final level and contain a summary section, conclusions and recommendations along with all the backup support data. We will meet with the City to discuss the report and project issues.

**Deliverables**

- Draft Design Report
- Final Design Report
- 

**City Tasks**

- Escort Consultant on a site visit to each of the project sites
- Coordinate with operations and maintenance personnel to attend a meeting
- Review and provide comments on Draft report

**Phase 3 – Conceptual Plan**

**Topographic Survey and Base Map**

Perform a detailed topographic survey of the site including the aboveground piping, both interior and exterior of the building to locate all existing improvements, establish horizontal and vertical control for construction and supplement record data. Consultant will perform a detailed topographic survey of the site to thoroughly document the existing improvements. Valve lids, manholes, utility paint markings, aboveground piping, building limits, etc., will be documented and incorporated into the base drawings to accurately represent existing field conditions. We will perform a field walk of the project area to verify the information obtained from the record information and field survey.

Consultant shall combine the topographic information obtained from the field survey and field investigation, public right-of-way maps, utility information obtained from research, and prepare a base map of the project areas. The base map will include, as a minimum, adjacent street centerline, storm drain, flood control, sewer, and any related utilities.

**Conceptual Plan**

Consultant shall prepare conceptual design drawings based on the design report. The conceptual design drawings will include identification of mechanical equipment, electrical equipment, underground piping on the site, and site improvements necessary. Consultant shall prepare a preliminary cost estimate.

**Deliverables**

- Conceptual Plans
- Cost estimate

**City Tasks**

- Review and provide comments on the conceptual plan

**Phase 4 – Final Design**

Consultant shall prepare plans and specifications for civil, electrical, mechanical, instrumentation, and all other aspects of the project based on the comments from the conceptual plan. The drawings will be created in AutoCAD 2017 for Windows in Civil3D on 24-inch by 36-inch size sheets. The project design drawings will include demolition, construction drawings and identification of mechanical equipment, electrical equipment and underground piping on the site. Consultant shall ensure that all SCADA (supervisory control and data acquisition) input and output signals for the pump station operations are included in the communications and that necessary power distribution system components are identified.

Consultant shall provide three submittals for approval of the plans and specifications. The following list identifies the key submittals, meetings and design information proposed for the design.

#### **60% Design, Submittal and Review**

Submit complete design drawings, plans and specification table of contents. The 60% design drawings will include topography map, location and sizes of all found utilities, demolition plan and details, layout of the pumps, piping, and electrical equipment. The 60% submittal will include title sheet, plan sheets, electrical drawings and detail sheets.

#### **90% Design, Submittal and Review**

Consultant shall prepare detailed design plans for construction based on comments from the 60% design. Consultant's 90% design submittal will include the pump station plan, section, pump layout, piping layout and profiles, details, notes, dimensions, standard drawing references, connection details and other pertinent information. Technical specifications, detailed engineer's construction cost estimate and bid schedule will be completed.

Consultant shall provide two (2) full-size sets and one (1) half-size set of the 90% design plans including two (2) sets of technical specifications and cost estimate. A CD will be provided with one (1) set of plans in PDF format, one (1) set of specifications prepared in Microsoft Word in PDF format and one (1) cost estimate and bid schedule prepared in Microsoft Excel in PDF format.

#### **Final Design Submittal**

Consultant shall incorporate comments from the 90% design review corrections from the City. The final submittal will include original Mylar plans and original contract specifications signed by a California Professional Licensed Civil Engineer. A PDF set of plans will be submitted to the County for approval prior to final printing. Consultant shall review the City's provided special provisions and update as necessary. The front end special provisions will be provided by the City to be included in the bid documents.

Consultant shall provide to the City three (3) full-size sets of conformed contract document and one (1) half-size set of the final design plans including three (3) sets of technical specifications and cost estimate. A CD will be provided with one (1) set of plans in PDF format, one (1) set of specifications prepared in Microsoft Word in PDF format and one (1) cost estimate and bid schedule prepared in Microsoft Excel in PDF format.

#### **Specifications**

Consultant shall prepare detailed technical specifications and special provisions to support the drawings and complete the elements of the project. The City's technical specifications and standard drawings will be implemented where applicable. Consultant shall also incorporate the latest City front-end contract documents and general provisions and develop necessary project specific special provisions.

#### **Deliverables**

- 60%, 90%, 100%, and Final Plans, Specifications and Estimate (PS&E)

#### **City Tasks**

- Provide front end special provisions to be included in the bid documents
- Review and provide comments on PS&E submittals

#### **Phase 5 –Construction Support**

### **Bidding Phase**

Consultant shall assist the City with the bidding and award of the contract for construction. Services will include the bid interpretation and addenda. Consultant shall respond to questions from the bidders, interpret contract documents and issue addenda as needed to modify or clarify the contract documents, review and evaluate bids, verify contractor references, and assist the City in recommending award of the contract.

### **Submittal Review/Requests for Information (RFIs)/Change Orders**

Consultant shall provide construction support services including review shop drawings, manufacturer's submittals (up to 20 submittals) and RFIs (up to 10 RFIs) as well as meet with the City to discuss any change orders (8 change orders) and/or construction issues.

### **Phase 6 –Prepare As-Builts**

#### **Record Drawing/Final Project Records**

Consultant shall review the contractor's set of field record drawings and ensure timely update of as-builts. All revisions noted will be compiled into a final set of as constructed plans. Consultant shall review, organize and compile all final records and documentation and provide the City with the final bound record package as updated record drawings.

#### **Deliverables**

- As-built Plans

### **Phase 7 –Transfer of Ownership**

Consultant shall provide support to the City to transfer ownership of the pump stations to Los Angeles County.

EXHIBIT B

RATE SCHEDULE

Senior Principal Engineer .....	\$240.00
Principal Engineer .....	\$220.00
Principal Engineer - Expert Witness Testimony .....	\$350.00
Senior Engineer .....	\$210.00
Senior Project Manager.....	\$192.00
Project Manager .....	\$188.00
Senior Project Engineer .....	\$175.00
Project Engineer .....	\$170.00
Senior Designer .....	\$163.00
Staff Engineer .....	\$147.00
Designer .....	\$128.00
Designer/Drafter .....	\$120.00
Planning Technician.....	\$105.00
Resident Engineer/Observer .....	\$105.00
CAD Technician .....	\$100.00
Junior Engineer .....	\$80.00
Administrative Assistant/Clerical .....	\$80.00
Two Man Survey Party .....	\$240.00
Survey Manager .....	\$155.00
Staff Land Surveyor .....	\$125.00

## EXHIBIT C

### 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. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: Troy Helling, City Manager *TH*

Staff: Elise Calvo, City Treasurer *EC*

Date: June 24, 2021

**Subject: Statement of Investment Policy**

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### OVERVIEW

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the City of Industry dated July 8, 2021, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the City of Industry's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the City's portfolio goals/priorities, with the intent to protect the assets of the City of Industry. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

### RECOMMENDATION

It is my recommendation that the City Council approve the Investment Policy.

# City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY TREASURER

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

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# CITY OF INDUSTRY

## STATEMENT OF INVESTMENT POLICY

Effective July 9, 2020

(Supersedes All Previous Investment Policies)

**1.0 Introduction.** The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

**2.0 Policy.** It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.

**3.0 Scope.** It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City and its component units including but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority.

**3.1 Pooled Investments.** Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the applicable governing board, unless specifically exempted

## CITY OF INDUSTRY

### STATEMENT OF INVESTMENT POLICY

**3.2 Investments held separately.** Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

**4.0 Objectives.** Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

**4.1. Safety.** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

**4.2 Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

**4.3 Return on investment.** Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.



**CITY OF INDUSTRY**

**STATEMENT OF INVESTMENT POLICY**

**5.0 Authorized investments.** The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601, and certain investment types are further limited to only the following specified investments.

	Investment Type	Maximum Remaining Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements	California Government Code Sections
a.	Securities of the US Government, or its agencies Including GSE debt and US Treasury Obligations	5 years	None	None	53601(b)(f) and 53601.6
b.	Negotiable certificates of deposits	5 years	30%	None	53601(1)
c.	Non-negotiable certificates of deposits	5 years	None	None	53630 et seq.
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commercial bank	None	53601(g)
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO	53601(h)(2)(C), 53635(a)(1)
f.	Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
g.	Collateralized Bank Deposits including passbook Savings account demand deposits	5 years	None	None	53630 et. Seq and 53601 (n)
h.	Repurchase agreements	1 year	None	None	53601(j)
i.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None	53684
j.	It is the City of Industry's policy no to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).				
k.	Local Agency Bonds	5 years	None	None	53601(a)

**CITY OF INDUSTRY**

**STATEMENT OF INVESTMENT POLICY**

l.	Medium-term notes	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
m.	Registered treasury notes or bonds of any of the other 49 states in addition to California *	5 years	None	None	53601(d)
n.	Bonds, notes, warrants, or other evidences of indebtedness of a local agency within California*	5 years	None	None	53601(e)
o.	All securities authorized by the California Code, but which are not currently allowed by this investment policy, must first be approved by City Council at the time of purchase.				

\* Includes but not limited to municipal bonds or other indebtedness issued by the City of Industry and/or its related Agencies.

Section 53601 of the California Government Code provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the City Council may grant express authority to make investments either specifically or as a part of an investment program approved by the City Council that exceeds the five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

**5.1 Review of Investment Portfolio.** The City's investment portfolio must be in compliance with Section 5.0 of this Policy at the time an investment is purchased. However, due to various reasons the portfolio may not be in compliance. The reasons for noncompliance that may arise include, but are not limited to a downgrade in a security's rating, redemptions or maturities resulting in exceeding maximum percentages of a particular investment type, fluctuation in total portfolio size, a change in the California Government Code, or subsequent update to the Investment Policy that renders investments made under previous policies incompliant.

The Treasurer shall review the portfolios quarterly to identify any securities that are no longer in compliance. The Treasurer shall report any major and critical incidences of noncompliance to the City Manager and City Council and provide recommendations to address the noncompliant securities.

# CITY OF INDUSTRY

## STATEMENT OF INVESTMENT POLICY

**6.0 Reporting.** Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.

**7.0 Selection of financial institutions and brokers/dealers.** Investments shall be purchased only through well established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

**7.1 Financial Institutions.**

- Current audited financial statements
- Depository contracts, as appropriate
- A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

**7.2 Broker/Dealers.**

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had positive net earnings for the last reporting period

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations

## CITY OF INDUSTRY

### STATEMENT OF INVESTMENT POLICY

contained Rule G-37 of the Municipal Securities Rulemaking Board.

**8.0 Ethics and conflicts of interest.** All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Director of Public Works/City Engineer *JN*  
Sean Nazarie, Director of Engineering, CNC Engineering

**DATE:** July 8, 2021

**SUBJECT:** Consideration of a Professional Services Agreement with MBF Consulting, Inc., for engineering design services for the replacement of Steel Waterline Crossing over Brea Creek, in an amount not to exceed \$68,900.00 through July 10, 2022 (MP 00-20 #12)

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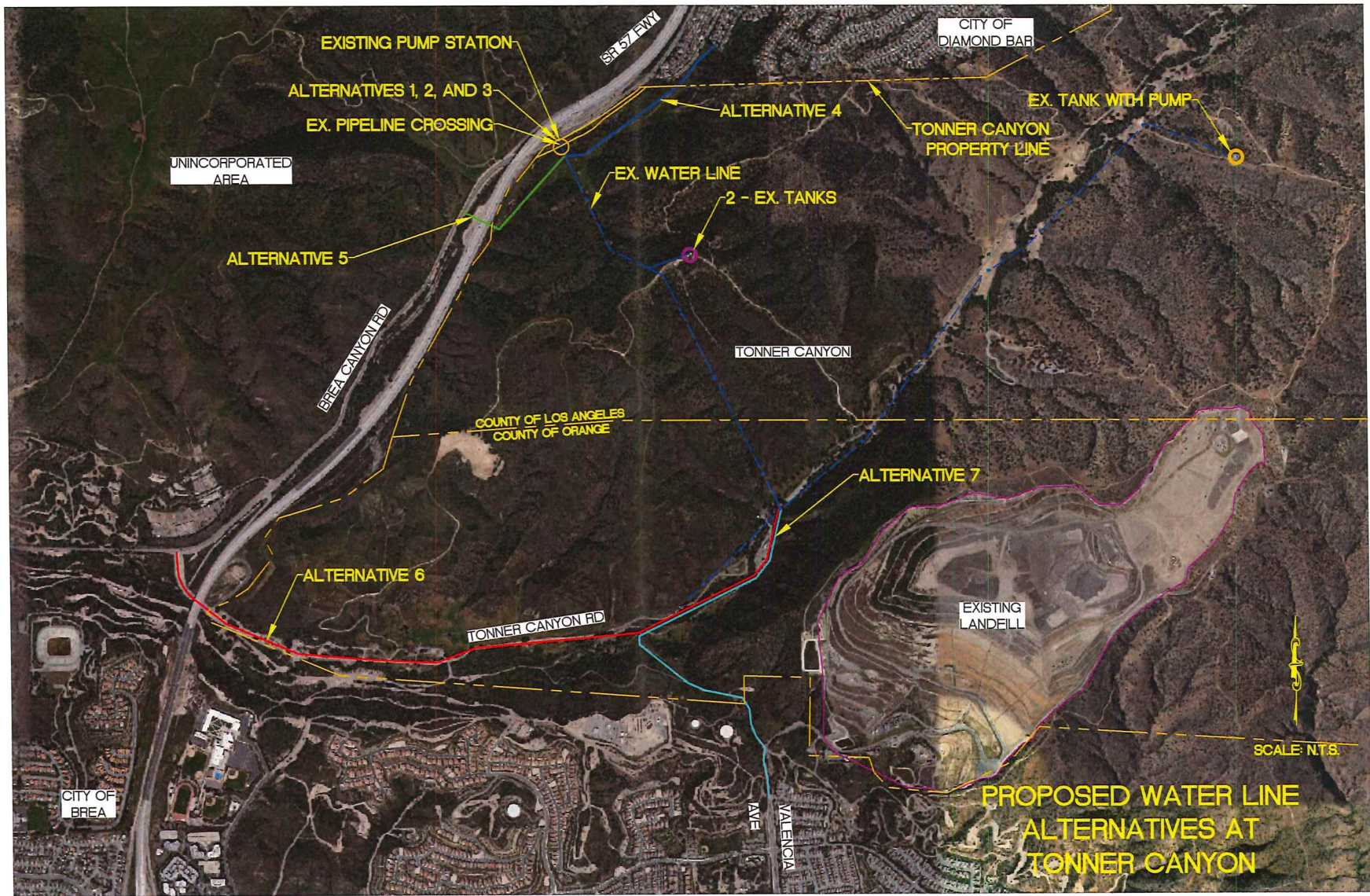
### **Background:**

An existing 8-inch diameter potable waterline crosses the unimproved reach of Brea Canyon Channel east of Brea Canyon Road, and approximately 0.9 miles south of S. Diamond Bar Blvd. The pipeline supplies potable water from the Orange County Feeder located in Brea Canyon Road to the Boy Scout Troop camp located in Tonner Canyon. Visual evaluation of the site revealed substantial stream bank erosion and significant sag in the pipeline suspended over the channel. Review of previous studies also indicates pronounced oscillation of the pipeline and evidence of weakening lateral support on the stream bank. The remaining service life of the pipeline crossing is very short. Staff recommends replacement of the existing pipe over the channel with a new waterline.

Staff performed a more detailed evaluation of the cost of the recommended long-term solutions in the previous studies, investigated alternative methods of suspending the new line over the channel, as well as alternative alignments for a new service line that did not require crossing the Channel. Each option was evaluated on the basis of ease of construction, availability of right of way, durability and maintenance requirements, accessibility and cost of construction. Based on this analysis, staff recommends replacing approximately 200 feet of the existing suspended and buried service line with a new pipe on a 150 foot pre-engineered support bridge. The following is a summary of pros and cons of each alternative and their approximate cost of construction along with a map depicting the locations:

<b>Alternative</b>	<b>Description</b>	<b>Pros</b>	<b>Cons</b>	<b>Approx. Cost</b>
1*	Service Line on Pre-Engineered Steel Bridge with Walkway	Easy Access for Maintenance Minimal Sway and Sag. Architecturally Pleasing	Cost	\$500 K
2	Service Line on Cable Supported Conveyor Truss with Sway Cables for Lateral Support. May or may not have a walkway	Easy Access for Maintenance (with Walkway), will have some Sway and Sag	Requires Project Specific Bent Towers with Sway Arms. Requires Additional Dead Man Foundation Blocks and Structure. Cables are Wire Ropes Requiring Periodic Maintenance. Cost	\$500 K
3	Service Line inside Large Diameter Carrier Pipe	More Economical	No Walkway. Access to Service Line inside Confined Space	\$400 K
4	New Point of Connection to the North	No Channel Crossing	Alignment through Non-City Owned Land	\$900 K
5	New Connection to OC Feeder Across SR 57	No Channel Crossing	Jack and Bore Under Caltrans Roadway	\$930 K
6	New Connection Near Tonner Canyon Rd & SR 57 to the South	No Channel Crossing	Alignment through City-owned land; High Cost	\$3.3 M
7	New Service Line from Valencia Avenue East of the Landfill Site	No Channel Crossing	High Cost	\$1.7 M

\*Recommended Alternative





**Discussion:**

MBF Consulting, Inc. ("MBF") will provide engineering design services for approximately 200 feet of new 8-inch pipe, of which about 150 feet will cross on a pre-fabricated support bridge across the channel, design the relocation and replacement of the existing pump station electrical cabinet, and develop alternatives for the pump station's automatic operation. Staff recommends approving the Professional Services Agreement with MBF to provide these services in an amount not to exceed \$68,900.00 through July 10, 2022.

**Fiscal Impact:**

MBF's contract would run for a maximum term of one year, with a not to exceed amount of \$68,900.00. In the adopted Fiscal Year 2021-2022 Capital Improvement Project budget, \$250,000.00 is approved for this project (Account No. 120-714-5130) (MP 00-20 #12).

**Recommendation:**

Staff recommends that the City Council approve the Professional Services Agreement with MBF Consulting, Inc.

**Exhibit:**

- A. Professional Services Agreement with MBF Consulting, Inc. dated July 8, 2021

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TH/JN/SN:jf

**EXHIBIT A**

Professional Services Agreement with MBF Consulting, Inc. dated July 8, 2021

[Attached]

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of July 8, 2021 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and MBF Consulting, Inc. a California corporation (“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 July 10, 2022, 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 engineering 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 monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Sixty-Eight Thousand Nine Hundred Dollars (\$68,900.00) 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.

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees 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 contributions to any retirement and/or pension plan, 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

## **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 15625 Mayor Dave Way City of Industry, CA 91744 Attention: City Manager
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Attention: James M. Casso, City Attorney
To Consultant:	MBF Consulting, Inc. 22321 Birchleaf Mission Viejo, CA 92692 Attention: Michael Fakhar, Principal

**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”**  
MBF Consulting, Inc.

By: \_\_\_\_\_  
Cory C. Moss, Mayor

By: \_\_\_\_\_  
Michael Fakhar, Principal

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**Approved as to form:**

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

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following services for the replacement of the existing potable water feeder line over Brea Canyon Channel and upgrades to the existing pump station located on the west side of the Channel:

#### **Plans**

Using base maps to be provided by City, Consultant will redline the proposed water line and pump station electrical improvements based on the City design standards and requirements and with sufficient notes and details for construction of the water line and new pump station electrical cabinet containing new switch board and existing pump control panel and submit them to City. Consultant will subsequently back-check and review CAD drawings of the marked-up plans (redlines) and will submit all review comments to City. The base map provided by City will reflect the location of existing site features and improvements including dry and wet utilities, necessary for designing the proposed improvements.

#### **Information Required by Southern California Edison (“SCE”) Due to Power Pole Relocation**

Consultant shall provide the necessary information required by the electric power provider application for relocation of the power pole including switch board information, single line diagram, load schedule and site plan. Processing the application through SCE will be by City.

#### **Special Provisions**

Consultant shall provide all necessary special provisions for construction of the water line improvements and submit electronic copies to City.

#### **Estimates**

Consultant shall prepare an itemized estimate of quantities along with a statement of construction cost with estimated unit costs for each item.

#### **Utility Coordination**

Using available record drawings of existing utilities to be provided by others, Consultant will provide solutions to any utility conflicts.

#### **Respond to Plan Check Comments**

Consultant will be available to respond to plan check comments on items related to its design.

### **Construction Support Services**

Consultant shall be available to respond to questions during the bidding and construction phase including four (4) shop drawing submittals.

### **Recommendations for Automatic Operation of the Pump Station**

Consultant will prepare, discuss and recommend several alternatives for automatic operation of the pump station. This task is limited to recommendation of several alternatives and their estimated costs. Task does not include any design or plan preparations.

EXHIBIT B

RATE SCHEDULE

1.	Provide engineering design and Construction Support services_for Replacement of Waterline Crossing Over Brea Creek.	\$28,300.00
2.	Provide Electrical Engineering and Structural design services	\$35,700.00
3.	Provide options for Automatic Operation of the Pump Station	\$4,900.00

## EXHIBIT C

### 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 City.

**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 City, 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 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 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. 7.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Josh Nelson, Transition Manager

**STAFF:** Sam Pedroza, Public Affairs Manager

**DATE:** July 8, 2021

**SUBJECT:** Consideration of a Corporate Membership with the National Hot Rod Association Motorsports Museum, in the amount of \$35,000.00

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### **Background:**

National Hot Rod Association (“NHRA”) is one of the largest motorsports organizations in the world, setting rules in drag racing events in the United States and Canada. Its museum, the NHRA Motorsports Museum (“Museum”), located in Pomona, is a non-profit 501(c)(3) organization that was created to preserve, educate, and showcase American ingenuity in action. Its mission is to celebrate the impact of motorsports in American culture by educating a diverse public through stories, exhibits, and artifacts. The Museum houses a collection of vehicles including dragsters, land speed vehicles, race cars, customs, hot rods, and a changing array of one-of-a-kind vehicles that tell the story of American hot rodding.

### **Discussion:**

The City is the owner of the Cadillac-powered 1963 Kurtis known as the “The City of Industry Special”, which is one of six model cars built by famed Indy car designer and builder Frank Kurtis. Former Councilman Sam Parriott won the national AAM/SP (A Modified Production supercharged) title at Indianapolis Raceway Park in 1964 driving the Special. Currently, the car is on display at the Museum located in Pomona.

The Museum requested the City’s involvement in restoring the dragster to preserve and highlight the City’s drag racing history, while supporting the Museum. If the City becomes a corporate member, the Museum will restore the Special, position the car in a prominent pedestal location, create and display a video presentation about the Special, allow the City to host one reception per year at the Museum, give free Museum entry to City residents, and give the City a three-year Museum membership. Restoration work would include dent removal; clean and detail the underbody, chassis, suspension, and engine drivers cockpit; clean and detail exterior paint. The cost of corporate membership is \$35,000.00.

### **Fiscal Impact:**

Corporate membership typically costs \$15,000.00 per year, but the Museum proposed to bundle the cost of a three-year membership with restoration of the Special for a total of \$35,000.00. Staff is requesting that the City Council appropriate \$35,000.00 to General

Fund – City Council – Dues & Subscriptions (Account No. 100-501-5021).

**Recommendation:**

- 1.) Staff recommends corporate membership with NHRA Motorsports Museum in the amount of \$35,000.00; and
- 2.) Appropriate \$35,000.00 to General Fund – City Council – Dues & Subscriptions (Account No. 100-501-5021).

**Exhibit:**

A. Corporate Membership Breakdown

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TH/SP:yp

**EXHIBIT A**

Corporate Membership Breakdown

[Attached]

**Wally Parks NHRA Motorsports Museum**  
**Options for participation by the City of Industry**

**Gallery/Wing Title Sponsor- \$25,000.00 per year (three-year commitment \$65,000.00)**

- The museum would restore the “City of Industry” Dragster, a 10,000.00 value.
- City would have Gallery naming rights
- City would have Gallery case exhibition presentation highlighting the City and its relationship to racing.
- City would have prominent pedestal location for vehicle.
- Museum would include video presentation near car.
- City would be able to host two special events at the museum annually.

**Corporate Member- \$15,000.00 per year (three-year commitment \$35,000.00)**

- The museum would restore the City of Industry Dragster, a \$10,000.00 value.
- City would have prominent pedestal location for vehicle.
- Museum would include video presentation near car.
- City would be able to host one reception per year.
- Allow resident s of the City free entry.

**Vehicle Restoration-and gallery ad-on-\$15,000.00**

- The museum would restore the City of Industry Dragster, a \$10,000.00 value.
- Museum would include video presentation near car.

## Cosmetic Restoration of City of Industry Special Racecar

- Dent removal
- Polish Mag Wheels
- Color Sand old Lettering to Rubout to Re-letter & Number.
- Remove Incorrect Lettering under Parachute Pack.
- Remove Panels, Clean & Detail Under-body, Chassis, Suspension, Engine Drivers Cockpit
- Clean up & Correct drivers Area.
- Make new Chute Pack & Install Cable.
- Clean & Detail Exterior Paint. Color Sand, Rubout Polish & Wax Exterior Paint.
- Polish Blower Scoop
- Treat or Refinish Linkage & Hose
- Re-assemble Body Panels.

*CITY COUNCIL*

ITEM NO. 7.3





# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Joshua Nelson, Transition Manager

**STAFF:** Sam Pedroza, Public Affairs Manager

**DATE:** July 8, 2021

**SUBJECT:** Consideration of Amendment No. 2 to the Professional Services Agreement with Prince Global Solutions, LLC, for Lobbying Services at the federal level, extending the term to June 30, 2025, increasing compensation by \$254,000.00, and revising indemnity language specific to independent contractors

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### **Background:**

On February 28, 2019, the City Council approved a Professional Services Agreement (“Agreement”) with Prince Global Solutions, LLC (“PGS”), to provide federal lobbying services in the amount of \$63,500.00, through February 28, 2020. On February 27, 2020, the City Council approved Amendment No. 1 to extend the term to June 30, 2021, and increase the compensation by \$83,500.00.

### **Discussion:**

The Agreement with PGS expired on June 30, 2021. The proposed Amendment No. 2 extends the term to June 30, 2025. The four-year extension is similar to the term extension approved to the Professional Services Agreement with Joe A. Gonsalves & Son, the City’s consultant for state lobbying services. Additionally, Amendment No. 2 contains an accompanying compensation increase of \$254,000.00, and updates indemnity provisions related to the PGS’s status as independent contractors to match the City’s current standard language. In the upcoming years, PGS will continue working with policy makers to make the expedited completion of the 57/60 Confluence Project, a high priority for Congress and the US Department of Transportation. Additionally, PGS will assist with other City transportation projects as needed.

The table below shows the Agreement’s total not-to-exceed amount.

Professional Services Agreement	\$63,500.00
Amendment No. 1	\$83,500.00
Amendment No. 2	\$254,000.00
Total	\$401,000.00

**Fiscal Impact:**

Pursuant to the Agreement, the cost for PGS services is \$5,000 per month plus \$3,500 for approved reimbursable expenses. No appropriation is needed at this time. General Fund – Legislative Services – Professional Services (Account No. 100-528-5120.01).

**Recommendation:**

- 1.) Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Prince Global Solutions, LLC

**Exhibit:**

- A. Amendment No. 2 to the Professional Services Agreement with Prince Global Solutions, LLC, dated July 8, 2021
- 

TH/BH:kt

**EXHIBIT A**

Amendment No. 2 to the Professional Services Agreement with  
Prince Global Solutions, LLC, dated July 8, 2021

[Attached]

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
PRINCE GLOBAL SOLUTIONS, LLC**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 8<sup>th</sup> day of July, 2021 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and Prince Global Solutions, LLC, a Virginia Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about February 28, 2019, the Agreement was entered into and executed between the City and Consultant to provide federal lobbying services; and

**WHEREAS**, on or about February 27, 2020, the City Council approved Amendment No. 1, extending the term of the Agreement through June 30, 2021, increasing the compensation by \$83,500.00, and updating the address of the City Attorney’s office; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the term to June 30, 2025, increase the compensation by \$254,000.00, and update the indemnity provisions; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

**AMENDMENT**

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

**Section 1. TERM**

The first sentence of Section 1 is hereby amended to read in its entirety as follows:

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 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

**Section 4. PAYMENT**

The first sentence of Section 4(a) is hereby amended to read in its entirety as follows:

Total compensation payable to Consultant shall not exceed Four Hundred One Thousand Dollars (\$401,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**Section 10. INDEPENDENT CONSULTANT**

Section 10(c) is hereby added to read in its entirety as follows:

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees 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 contributions to any retirement and/or pension plan, 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 10(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

IN WITNESS WHEREOF, the Parties here executed this Amendment No. 2 to the Agreement as of the Effective Date.

**"CITY"**  
**City of Industry**

**"CONSULTANT"**  
**Prince Global Solutions, LLC**

By: \_\_\_\_\_  
Cory C. Moss, Mayor

By: \_\_\_\_\_  
Kevin D. Jones, Esq., President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

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

*CITY COUNCIL*

ITEM NO. 7.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Joshua Nelson, Transition Manager *gn*  
Bing Hyun, Assistant City Manager *BH*

**DATE:** July 8, 2021

**SUBJECT:** Consideration of Amendment No. 1 to the Professional Services Agreement with Historical Resources, Inc., for Administration and Management Services at Homestead Museum, to provide an updated Rate Schedule, an annual cost of living adjustment, the new address for City Hall, and revise the indemnity provisions specific to independent contractors

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### **Background:**

On June 25, 2020, the City Council approved a Professional Services Agreement (“Agreement”) with Historical Resources, Inc. (“HRI”), for administration and management services at the Homestead Museum. Prior to that Agreement, HRI did not provide their services under the provisions of a Professional Services Agreement. Operating under the structure of a contract was new to HRI, but it brought them in alignment with other professional services provided to the City.

### **Discussion:**

Throughout the first year of the contract, HRI adjusted to operating under the new process and realized that not all overhead costs were accounted for by them, when preparing the new Agreement. HRI has requested a one time billing rate adjustment to account for this along with an annual cost of living adjustment (“COLA”), which is provided in other professional services agreements with various consultants to the City. Staff still intends to bring back a more detailed discussion regarding the direction Council would like the Homestead Museum to take into the future but that will most likely be a longer process over the next 3-6 months.

The proposed Amendment No. 1 will allow for the one time adjustment of billing rates and add an annual COLA based on CPI published by the U.S. Department of Labor, effective July 1, 2022. The following table lists the current and proposed billing rates:

<b>Position</b>	<b>Current</b>	<b>Proposed</b>
Museum Director	\$60.12	\$64.78
Programs Manager	\$52.82	\$56.96
Programs Coordinator	\$41.10	\$45.21
Facilities Coordinator	\$39.45	\$42.30
Programs Assistant	\$35.20	\$37.74
Collections Coordinator	\$33.81	\$36.14

Additionally, Amendment No. 1 will update the City's address and revise the indemnity provisions specific to independent consultants.

**Fiscal Impact:**

Although increasing billing rates and adding a COLA provision increases costs, staff is not recommending a change to the Agreement's total compensation amount at this time. Contract expenditures for the FY 19/20 are currently less than anticipated primarily due to less billable hours during COVID. As a result, less of the three year budget amount of \$1,650,000 was used in the first year (approximately \$520,000 was charged against the HRI contract for FY 19/20). Based on COLA, the proposed new rates and projected number of HRI billing hours for the remainder of the contract for the next two fiscal years, the total billing amount is not expected to exceed \$1,650,000 for the full term of the agreement.

**Recommendation:**

- 1.) Staff recommends that the City Council approve Amendment No. 1 Historical Resources, Inc., dated July 8, 2021.

**Exhibit:**

- A. Amendment No. 1 with Historical Resources, Inc. dated July 8, 2021

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TH/BH:yp



**EXHIBIT A**

Amendment No. 1 with Historical Resources, Inc. dated July 8, 2021

[Attached]

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
HISTORICAL RESOURCES, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 8<sup>th</sup> day of July, 2021, by and between the City of Industry, a California municipal corporation (“City”) and Historical Resources, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about June 25, 2020, the Agreement was entered into and executed between the City and Consultant to provide administration and management services at the Homestead Museum; and

**WHEREAS**, the Parties desire to amend the Agreement to provide an updated Rate Schedule, the new address for City Hall, to revise the indemnity provisions specific to independent contractors, and to allow the term of the Agreement to commence as of July 1, 2021, consistent with the new fiscal year; and

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

**AMENDMENT**

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

**Section 1. Term**

Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on July 1, 2021 (“Effective Date”), and shall remain and continue in effect until June 30, 2023, unless sooner terminated pursuant to the provision of this Agreement.

**Section 10. INDEPENDENT CONSULTANT**

Section 10(c) is hereby amended to read in its entirety as follows:

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees 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 contributions to any retirement and/or pension plan, 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The provisions of this Section 10(c) are effective as of January 1, 2020. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

**Section 15. NOTICES**

The address for City is hereby revised to read in its entirety as follows:

To City:           City Manager  
                      City of Industry  
                      15625 Mayor Dave Way, Suite 100  
                      Industry, CA 91744

**EXHIBIT B. RATE SCHEDULE**

Exhibit B is hereby rescinded in its entirety, and replaced with a revised Rate Schedule, attached hereto as Attachment 1, and incorporated herein by reference:

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

**“CITY”**  
**City of Industry**

**“CONSULTANT”**  
**Historical Resources, Inc.**

By: \_\_\_\_\_  
Cory C. Moss, Mayor

By: \_\_\_\_\_  
Paul Spitzzeri, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

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

ATTACHMENT NO. 1

EXHIBIT B

RATE SCHEDULE

<b>Title</b>	<b>Hourly Rate</b>
Museum Director	\$64.78
Programs Manager	\$56.96
Programs Coordinator	\$45.21
Facilities Coordinator	\$42.30
Programs Assistant	\$37.74
Collections Coordinator	\$36.14

Consultant shall be responsible for all office supplies; professional membership fees; costs related to conference, training and workshop attendance; mileage costs; insurance and Workers' compensation insurance. City shall reimburse Consultant its actual costs for all pre-approved artifact purchases, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

City shall be responsible for maintaining the Property including the facilities, landscaping, utilities, refuse and facility maintenance.

The above-mentioned rates shall be adjusted at the beginning of each fiscal year, commencing July 1, 2022, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of December of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area average, all items, not seasonally adjusted, rounded up to the nearest one dollar (\$1.00) per hour, however, such adjustment shall be no less than 2.5 percent per year.

*CITY COUNCIL*

ITEM NO. 7.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Troy Helling, City Manager *TH*

**STAFF:** Bing Hyun, Assistant City Manager

**DATE:** July 8, 2021

**SUBJECT:** Ratification of License Agreement with Placeholder Productions, LLC for Access to Portions of 15625 Mayor Dave Way and the property at the Southwest Corner of Mayor Dave Way and Sotro Street (Assessor's Parcel No. 8264-025-943), for temporary use for the filming of a movie

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### **Background:**

Placeholder Productions, LLC ("Placeholder") requested the City allow temporary use of portions of the parking lot at 15625 Mayor Dave Way and the property at the southwest corner of Mayor Dave Way and Sotro Street for use by the production crew, storage of generators, and background while filming a movie. Use of the premise was schedule for June 28 through July 1, 2021.

### **Discussion:**

The City granted Placeholder permission to use the premises but could not present the item to City Council prior to filming due to the timeliness of receiving the request to the start of filming. At this time, staff is requesting the City Council ratify the License Agreement ("Agreement") with Placeholder for its use of said premises. The Agreement terminated on July 2, 2021.

### **Fiscal Impact:**

The Agreement set Placeholder's lease rate at \$150.00 per month, which is consistent with past license agreements. The prorated amount is \$4.93 per day. A payment of \$14.79 was deposited to the City prior to filming.

### **Recommendation:**

- 1.) Staff recommends that the City Council ratify the License Agreement with Placeholder Productions, LLC, date June 28, 2021.

**Exhibit:**

A. License Agreement with Placeholder Productions, LLC dated June 28, 2021

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TH/BH:yp

**EXHIBIT A**

License Agreement with Placeholder Productions, LLC dated June 28, 2021

[Attached]



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated June 28, 2021, (“**Effective Date**”) is made and entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Placeholder Productions, LLC, a limited liability company (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

### RECITALS

**WHEREAS**, the City is the owner of certain property located at 15625 Mayor Dave Way (APN 8208-025-910) and the property at the southwest corner of Mayor Dave Way and Sotro Street (APN 8208-025-943), City of Industry, CA 91744, and Licensee desires to enter the portion of the property, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

**WHEREAS**, Licensee desires to utilize the Premises as an parking lot for a production crew to park their vehicles, storage of generators, and background while filming a movie; and

**WHEREAS**, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of June 28, 2021, and to use the Premises, as depicted in Exhibit A, as an overflow parking lot for a production crew to park their vehicles, storage of generators, and background while filming a movie (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated in Exhibit A, and that Licensor may grant a license to other entities to utilize other portions of the Premises, or may use other portions of the Premises for its own use. Licensee shall not duplicate any keys provided for the Premises, and shall not provide the keys to any third party.

Licensor acknowledges and agrees that all rights in all recordings and photographs made by Licensee shall irrevocably vest in Licensee and Licensor shall not have any rights therein.

Licensor acknowledges that in the event of a breach of this agreement by Licensee or any third party, the damage, if any caused to Licensor thereby will not be irreparable or otherwise sufficient to entitle Licensor to seek or obtain injunctive or other equitable relief against the exhibition or other exploitation of Licensee's motion picture. Licensor acknowledges that its rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and Licensor will not have the right to enjoin the production, exhibition, or other exploitation of Licensee's motion picture or any marketing, advertising, publicity or promotion in connection therewith.

2. Payment. Licensee shall pay the Licensor, and Licensor shall accept One Hundred Fifty Dollars (\$150.00) per month ("**License Payment**"), for the use of the Premises. Payment in full, totaling Nineteen Dollars and Seventy-two Cents (\$19.72), shall be due and payable in advance, on June 28, 2021. License Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 Mayor Dave Way, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include as a parking lot for a production crew to park their vehicles, storage of generator, and background while filming a movie. At no time shall Licensee store any hazardous materials on the Premises, and for no other use. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department for the Permitted Use, within 10 days of the Effective Date of this Agreement. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("**Permits**") by any and all governmental authorities having jurisdiction over the Premises for Licensee's exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee's behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor's other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee's use of the Premises, then a material

breach under this Agreement shall be deemed to have occurred which, at Licensor's election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including reasonable outside attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including reasonable outside attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or

contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensors.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on July 2, 2021. Notwithstanding the foregoing, at any time, for any reason, the Licensors may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensors sell or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensors specifying the nature of any such breach, Licensors shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensors and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time.

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensors (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensors to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable outside attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensors: Troy Helling  
City Manager  
15625 Mayor Dave Way, Suite 100  
City of Industry, CA 91744  
Tel: (626) 333-2211  
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney

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

Licensee: Business and Legal Affairs  
Placeholder Productions, LLC  
100 Universal City Plaza  
Building 5121  
Universal City, CA 91608

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

15. Authority. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

“LICENSOR”

**CITY OF INDUSTRY**

By: \_\_\_\_\_  
Troy Helling, City Manager

ATTEST:

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

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

“LICENSEE”

**PLACEHOLDER PRODUCTIONS, LLC**

By: \_\_\_\_\_  
Chris Floyd, Chief Operating Officer

## EXHIBIT A

Assessor's Parcel Number (APN) 8208-025-910 located at 15625 Mayor Dave Way, and APN 8208-025-943 located at the southwest corner of Mayor Dave Way and Sotro Street, City of Industry, CA 91744. The area identified in the map below by defining yellow and red lines identifies the area of the Premises, where the Permitted Use shall occur. Licensee shall only occupy the area of the Premises defined by yellow lines on June 28, 2021 to July 1, 2021. Licensee shall only occupy the area of the Premises defined by red lines on June 29, 2021 to June 30, 2021.

