

# CITY OF INDUSTRY

---

## CITY COUNCIL REGULAR MEETING AGENDA

OCTOBER 12, 2023  
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

**Location:** City Council Chambers,  
15651 Mayor Dave Way, City of Industry  
California

---

### **Addressing the City Council:**

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

Mayor Pro Tem Cathy Marcucci will take part in the meeting remotely for reasons related to just cause as set forth in Government Code Section 54953(j)(2)(C) (AB 2449). In accordance with the provisions of AB 2449, this meeting will be held in person and via a live webcast. Members of the public can attend the hybrid meeting and offer public comments either in person or via webcast. A live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below.

[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 268 579 543 648

Meeting Passcode: thsCTg

### **Or call in (audio only)**

[+1 657-204-3264](tel:+16572043264)

Phone Conference ID: 184 502 729#

### **Americans with Disabilities Act:**

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

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

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations- Mayor Robert Gonzales – San Gabriel Basin Water Quality Authority Update

6. **CONSENT CALENDAR**

- 6.1 Consideration of the Register of Demands for October 12, 2023

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

- 6.2 Consideration of Resolution No. CC 2023-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR THE BECAUSE WE CARE PROGRAM

*RECOMMENDED ACTION:* Adopt Resolution No. CC 2023-48.

- 6.3 Consideration of Resolution No. CC 2023-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY LOCATED AT 804 AZUSA AVENUE, (APN 8264-005-913), CITY OF INDUSTRY, CALIFORNIA AS EXEMPT SURPLUS LAND UNDER CALIFORNIA GOVERNMENT CODE SECTION 54221(f)(1)(D) AND MAKING THE REQUISITE CEQA FINDINGS

*RECOMMENDED ACTION:* Adopt Resolution No. CC 2023-49.

- 6.4 Consideration of a Purchase and Sale Agreement with Rowland Water District in the amount of \$212,040.00 for property located at 804 South Azusa Avenue, and Notice of Exemption regarding same

*RECOMMENDED ACTION:* *Approve the Agreement, and Notice of Exemption, and direct Staff to file the NOE as required by law.*

- 6.5 Consideration of a Professional Services Agreement with California Consulting, Inc., for grant writing and management services, in the amount of \$64,750.00, through October 31, 2024

*RECOMMENDED ACTION:* Approve the Agreement

- 6.6 Consideration of Deductive Change Order No. 4, in the amount of \$27,436.87, and Notice of Completion for Contract No. CITY-1477 FY 21-22 Citywide Signing and Striping Improvements

*RECOMMENDED ACTION:* Approved Change Order No. 4 and authorize the Engineering Manager to execute the Notice of Completion.

- 6.7 Consideration of Closeout Deductive Change Order No. 5 and Notice of Completion for Contract No. CITY-1485, Rowland Street Reconstruction from Hatcher Avenue to Lawson Street, with Sequel Contractors, Inc.

*RECOMMENDED ACTION:* Approved Change Order No. 5 and authorize the Engineering Manager to execute the Notice of Completion.

7. **ACTION ITEMS-NONE**

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION**

- 9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Two potential case

10. **CITY MANAGER REPORTS**

11. **AB 1234 REPORTS**

12. **CITY COUNCIL COMMUNICATIONS**

13. **PUBLIC COMMENTS**

14. Adjournment. The next regular City Council Meeting is Thursday, October 26, 2023, at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 6.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF OCTOBER 12, 2023**


**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,483,222.84
103	PROP A FUND	18,759.33
107	MEASURE W FUND	6,487.50
120	CAPITAL IMPROVEMENTS	221,829.79
TOTAL ALL FUNDS		3,730,299.46

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	1,546,451.82
PROP/A	PROP A - CKING ACCOUNT	18,759.33
M/W	MEASURE W - CKING ACCOUNT	6,487.50
WFBK	WELLS FARGO - CKING ACCOUNT	2,158,600.81
TOTAL ALL BANKS		3,730,299.46

APPROVED PER CITY MANAGER

  
\_\_\_\_\_

DATE

10/5/23  
\_\_\_\_\_

**CITY OF INDUSTRY  
BANK OF AMERICA  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITYGEN.CHK - City General</b>				
<b>WT1339</b>	09/19/2023	<b>MIDAMERICA ADMINISTRATIVE &amp; RETIREMENT SOLUTIONS</b>		\$72,618.66
	Invoice	Date	Description	Amount
	OCT/NOV2023	09/19/2023	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$72,618.66
<b>WT1340</b>	09/20/2023	<b>CAL-PERS</b>		\$62,250.43
	Invoice	Date	Description	Amount
	OCTOBER 2023	09/20/2023	CALPERS MEDICAL PREMIUM FOR OCT 2023	\$62,250.43
<b>WT1341</b>	09/29/2023	<b>JOHN HANCOCK USA</b>		\$5,647.42
	Invoice	Date	Description	Amount
	8/19/23-9/1/23	09/29/2023	PARS CONTRIBUTION FOR 8/19/23-9/1/23	\$5,647.42
<b>WT1342</b>	09/29/2023	<b>JOHN HANCOCK USA</b>		\$5,935.31
	Invoice	Date	Description	Amount
	9/2/23-9/15/23	09/29/2023	PARS CONTRIBUTION FOR 9/2/23-9/15/23	\$5,935.31
<b>24582</b>	09/28/2023	<b>CITY OF INDUSTRY</b>		\$1,400,000.00
	Invoice	Date	Description	Amount
	09/28/2023	09/28/2023	TRANSFER FUNDS-CITY REG 9/28/23	\$1,400,000.00

Checks	Status	Count	Transaction Amount
	Total	5	\$1,546,451.82

**CITY OF INDUSTRY**

**PROP A**

**October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
<b>90523</b>	09/27/2023	<b>WALNUT VALLEY WATER DISTRICT</b>		<b>\$603.92</b>
	Invoice	Date	Description	Amount
	4768199	09/11/2023	08/01-08/31/23 SVC - IRR METROLINK STA-SPANISH LN	\$575.85
	4769138	09/11/2023	08/01-08/31/23 SVC - PLATFORM METROLINK BREA CYN	\$28.07
<b>90524</b>	10/04/2023	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$236.51</b>
	Invoice	Date	Description	Amount
	2024-00000531	09/20/2023	08/21-09/19/23 SVC - 600 S BREA CYN B	\$236.51
<b>90525</b>	10/12/2023	<b>CNC ENGINEERING</b>		<b>\$12,552.50</b>
	Invoice	Date	Description	Amount
	508839	09/28/2023	METROLINK STATION COMMUTER RAIL STATION	\$980.00
	508840	09/28/2023	FULLERTON RD GRADE SEPARATION	\$8,045.00
	508841	09/28/2023	FAIRWAY DR GRADE SEPARATION	\$3,527.50
<b>90526</b>	10/12/2023	<b>INDUSTRY SECURITY SERVICES</b>		<b>\$5,366.40</b>
	Invoice	Date	Description	Amount
	561	09/15/2023	SECURITY SVC-METROLINK	\$2,683.20
	578	09/22/2023	SECURITY SVC-METROLINK	\$2,683.20

Checks	Status	Count	Transaction Amount
	Total	4	\$18,759.33

**CITY OF INDUSTRY**

**MEASURE W**

**October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>MEASUREW.WF.CHK - Measure W Wells Fargo Checking</b>				
<b>300055</b>	10/12/2023	<b>CASC ENGINEERING AND CONSULTING</b>		<b>\$2,765.00</b>
	Invoice	Date	Description	Amount
	49557	08/31/2023	NPDES CONSULTING SVC	\$2,765.00
<b>300056</b>	10/12/2023	<b>CNC ENGINEERING</b>		<b>\$3,722.50</b>
	Invoice	Date	Description	Amount
	508837	09/28/2023	FOUR GRADE SEPARATION PUMP STATIONS	\$890.00
	508838	09/28/2023	NPDES STORM WATER	\$2,832.50

Checks	Status	Count	Transaction Amount
	Total	2	\$6,487.50



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>81414</b>	09/27/2023	<b>FRONTIER</b>		<b>\$303.51</b>
	Invoice	Date	Description	Amount
	2024-00000487	09/10/2023	09/10-10/08/23 SVC - 600 BREA CYN RD	\$303.51
<b>81415</b>	09/27/2023	<b>SAN GABRIEL VALLEY WATER CO.</b>		<b>\$1,066.48</b>
	Invoice	Date	Description	Amount
	2024-00000488	09/14/2023	08/14/09/13/23 SVC - 336 EL ENCANTO	\$45.59
	2024-00000489	09/14/2023	08/10-09/12/23 SVC - 14329 VALLEY	\$1,020.89
<b>81416</b>	09/27/2023	<b>SOCALGAS</b>		<b>\$29.58</b>
	Invoice	Date	Description	Amount
	2024-00000490	09/15/2023	08/14-09/13/23 SVC - 610 S BREA CYN	\$14.79
	2024-00000491	09/15/2023	08/14-09/13/23 SVC - 1004 U FAIRWAY DR	\$14.79
<b>81417</b>	09/27/2023	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>\$24,386.31</b>
	Invoice	Date	Description	Amount
	2024-00000492	09/14/2023	08/15-09/13/23 SVC - PECK RD S/O PELLISSIER	\$36.70
	2024-00000493	09/14/2023	08/15-09/13/23 SVC - 1023 U FAIRWAY DR	\$282.25
	2024-00000494	09/14/2023	08/15-09/13/23 SVC - 17635 GALE AVE	\$4,129.23
	2024-00000495	09/14/2023	08/15-09/13/23 SVC - VARIOUS SITES	\$71.63
	2024-00000496	09/14/2023	08/15-09/13/23 SVC - VARIOUS SITES	\$14,535.16
	2024-00000497	09/14/2023	08/15-09/13/23 SVC - 1341 FULLERTON RD	\$175.13
	2024-00000498	09/14/2023	08/15-09/13/23 SVC - 15718 RAUSCH RD	\$821.84
	2024-00000499	09/14/2023	08/10-09/13/23 SVC - VARIOUS SITES	\$2,360.29
	2024-00000500	09/14/2023	08/16-09/14/23 SVC - 900 NOGALES U	\$1,974.08

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>81418</b>	<b>09/27/2023</b>	<b>WALNUT VALLEY WATER DISTRICT</b>		<b>\$3,522.57</b>
	Invoice	Date	Description	Amount
	4769119	09/13/2023	08/01-08/31/23 SVC - PUMP STN N/W CHERYL LN/MAYO	\$37.75
	4769139	09/13/2023	08/01-08/31/23 SVC - PUMP STN BREA CYN	\$23.94
	4769371	09/13/2023	08/01-08/31/23 SVC - NOGALES PUMP STN	\$72.28
	4768228	09/13/2023	08/01-08/31/23 SVC - IRR 820 FAIRWAY DR	\$74.46
	4768279	09/13/2023	08/01-08/31/23 SVC - LEMON AVE N OF CURRIER RD	\$103.15
	4768393	09/13/2023	08/01-08/31/23 SVC - 60 FWY INTERCHANGE FAIRWAY DR	\$43.56
	4768313	09/13/2023	08/01-08/31/23 SVC - BREA CYN RD & OLD RANCH RD	\$87.89
	4768329	09/13/2023	08/01-08/31/23 SVC - FERRERO & GRAND EAST RAMP	\$1,094.70
	4768374	09/13/2023	08/01-08/31/23 SVC - 21350 VALLEY-MEDIAN	\$116.23
	4768375	09/13/2023	08/01-08/31/23 SVC - GRAND CROSSING EAST	\$72.63
	4768376	09/13/2023	08/01-08/31/23 SVC - GRAND CROSSING WEST	\$72.63
	4768377	09/13/2023	08/01-08/31/23 SVC - BAKER PKWY & GRAND N/W CNR	\$778.60
	4768384	09/13/2023	08/01-08/31/23 SVC - E/S GRAND S/O BAKER PKWY	\$124.60
	4768390	09/13/2023	08/01-08/31/23 SVC - BREA CYN N OF RR TRKS	\$523.16
	4768391	09/13/2023	08/01-08/31/23 SVC - BREA CYN N OF CURRIER	\$61.00
	4769385	09/13/2023	08/01-08/31/23 SVC - 1004 U FAIRWAY DR GRADE SEP	\$235.99
<b>81419</b>	<b>09/28/2023</b>	<b>CITY OF INDUSTRY - PETTY CASH</b>		<b>\$1,062.10</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	09/28/2023	09/28/2023	REIMBURSE PETTY CASH FOR PERIOD 6/8/23-9/28/23	\$1,062.10
<b>81420</b>	09/28/2023		<b>FIDELITY SECURITY LIFE INSURANCE/EYEMED</b>	<b>\$1,226.96</b>
	Invoice	Date	Description	Amount
	165975418	10/01/2023	VISION PREMIUM FOR OCTOBER 2023	\$1,226.96
<b>81421</b>	09/28/2023		<b>HUMANA INSURANCE COMPANY</b>	<b>\$6,948.01</b>
	Invoice	Date	Description	Amount
	389690774	09/13/2023	DENTAL PREMIUM FOR OCTOBER 2023	\$6,948.01
<b>81422</b>	09/28/2023		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$576.36</b>
	Invoice	Date	Description	Amount
	8717 002 270 23	09/05/2023	PROP TAX FY 22/23-NORTH OF GRAND/EAST OF 60FWY	\$186.03
	8717 001 271 23	09/05/2023	PROP TAX FY 23/24-SOUTHWEST CORNER OF GRAND/GOLDEN SPRINGS DR	\$204.31
	8717 001 270 23	09/05/2023	PROP TAX FY 22/23-WEST OF GOLDEN SPRINGS/SOUTH OF GRAND	\$186.02
<b>81423</b>	09/28/2023		<b>MUTUAL OF OMAHA - PAYMENT PROCESSING</b>	<b>\$7,360.80</b>
	Invoice	Date	Description	Amount
	1586488832	10/01/2023	LIFE INS PREMIUM FOR OCTOBER 2023	\$7,360.80
<b>81424</b>	09/28/2023		<b>NEXTIVA, INC.</b>	<b>\$1,822.69</b>
	Invoice	Date	Description	Amount
	40001743831	09/27/2023	CITY HALL PHONE SVC	\$1,822.69

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
81425	09/28/2023		RICOH USA, INC.	\$4,065.91
	Invoice	Date	Description	Amount
	81032383	09/23/2023	COPIER LEASE 9/15-10/14/23	\$4,065.91
81426	09/28/2023		SPARKLETTS	\$187.52
	Invoice	Date	Description	Amount
	21654939 092223	09/22/2023	WATER DELIVERY	\$187.52
81427	09/28/2023		STATE COMPENSATION INSURANCE FUND	\$1,766.91
	Invoice	Date	Description	Amount
	1001649760	09/01/2023	WORKMANS COMP PREMIUM FOR SEPTEMBER 2023	\$1,766.91
81428	09/28/2023		UNUM LIFE INSURANCE COMPANY OF AMERICA	\$7,690.00
	Invoice	Date	Description	Amount
	10/1-10/31/23	09/18/2023	LONG TERM CARE PREMIUM FOR OCTOBER 2023	\$7,690.00
81429	10/04/2023		AT & T	\$115.94
	Invoice	Date	Description	Amount
	2024-00000509	09/17/2023	09/17-10/16/23 SVC - TONNER GUARD SHACK	\$115.94
81430	10/04/2023		FRONTIER	\$398.80
	Invoice	Date	Description	Amount
	2024-00000510	09/16/2023	09/15-10/15/23 SVC - BREA CYN PUMP STN	\$96.95
	2024-00000511	09/16/2023	09/16-10/15/23 SVC - PH AUTO PLAZA	\$206.37

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2024-00000512	09/19/2023	09/19-10/18/23 SVC - 23400 E FORK AZUSA 91702	\$95.48
<b>81431</b>	10/04/2023		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$1,189.84</b>
	Invoice	Date	Description	Amount
	2024-00000513	09/12/2023	08/09-09/11/23 SVC - 132 IRRIG PUENTE	\$537.87
	2024-00000514	09/12/2023	08/09-09/11/23 SVC - 123 IRRIG WORKMAN MILL	\$305.48
	2024-00000515	09/12/2023	08/09-09/11/23 SVC - 13756 VALLEY	\$346.49
<b>81432</b>	10/04/2023		<b>SOCALGAS</b>	<b>\$86.39</b>
	Invoice	Date	Description	Amount
	2024-00000529	09/22/2023	08/18-09/19/23 SVC - 13756 VALLEY BLVD	\$15.78
	2024-00000530	09/25/2023	08/21-09/21/23 SVC - 15415 DON JULIAN RD	\$70.61
<b>81433</b>	10/04/2023		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$10,753.88</b>
	Invoice	Date	Description	Amount
	2024-00000517	08/22/2023	07/20-08/17/23 SVC - 1015 NOGALES ST	\$766.55
	2024-00000518	09/18/2023	08/15-09/13/23 SVC - VARIOUS SITES	\$4,593.93
	2024-00000519	09/19/2023	08/18-09/18/23 SVC - VARIOUS SITES	\$99.13
	2024-00000520	09/20/2023	08/21-09/19/23 SVC - 1007 LAWSON ST TC1	\$75.89
	2024-00000521	09/20/2023	08/21-09/19/23 SVC - 580 BREA CYN RD	\$22.15
	2024-00000522	09/20/2023	08/21-09/19/23 SVC - 1004 U FAIRWAY DR	\$829.81
	2024-00000523	09/20/2023	08/02-09/19/23 SVC - VARIOUS VALLEY SITES	\$674.43
	2024-00000524	09/21/2023	08/18-09/18/23 SVC - 1015 NOGALES ST	\$1,047.60
	2024-00000525	09/22/2023	08/23-09/21/23 SVC - VARIOUS SITES	\$1,001.33
	2024-00000526	09/22/2023	08/21-09/19/23 SVC - 575 BREA CYN RD	\$15.67

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2024-00000527	09/22/2023	09/14-09/21/23 SVC - 17635 GALE AVE	\$1,051.53
	2024-00000528	09/22/2023	08/23-09/21/23 SVC - VARIOUS SITES	\$575.86
<b>81434</b>	10/04/2023		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$10.38</b>
	Invoice	Date	Description	Amount
	2024-00000516	09/18/2023	08/15-09/13/23 SVC - 19001 TONNER CYN	\$10.38
<b>81435</b>	10/04/2023		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$83.61</b>
	Invoice	Date	Description	Amount
	180071562234	09/22/2023	08/24-09/22/23 SVC - 205 HUDSON AVE	\$83.61
<b>81436</b>	10/12/2023		<b>ADVANTEC CONSULTING ENGINEERS, INC</b>	<b>\$437.50</b>
	Invoice	Date	Description	Amount
	9803-0230-11	09/26/2023	INTELLIGENT TRANSPORTATION SYSTEM	\$437.50
<b>81437</b>	10/12/2023		<b>AIRESPRING INC</b>	<b>\$1,342.63</b>
	Invoice	Date	Description	Amount
	177008595	09/16/2023	INTERNET SVC-HOMESTEAD	\$1,342.63
<b>81438</b>	10/12/2023		<b>AKM CONSULTING ENGINEERS, INC.</b>	<b>\$3,138.00</b>
	Invoice	Date	Description	Amount
	0012449	09/14/2023	RECYCLED WATERLINE RELOCATION-TURNBULL CYN RD	\$3,138.00
<b>81439</b>	10/12/2023		<b>ARCADIS</b>	<b>\$6,375.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	10017371	09/18/2023	DESIGN AVD FOR VARIOUS CITY PROJECTS	\$6,375.00
<b>81440</b>	10/12/2023		<b>BEE REMOVERS</b>	<b>\$910.00</b>
	Invoice	Date	Description	Amount
	601678	04/12/2023	REMOVE BEEHIVE-SHERIFF'S TRAILER AT 205 HUDSON	\$910.00
<b>81441</b>	10/12/2023		<b>BLAKE AIR CONDITIONING COMPANY</b>	<b>\$380.25</b>
	Invoice	Date	Description	Amount
	64954	09/21/2023	A/C REPAIR-EL ENCANTO (DINING ROOM)	\$380.25
<b>81442</b>	10/12/2023		<b>CASC ENGINEERING AND CONSULTING</b>	<b>\$17,220.81</b>
	Invoice	Date	Description	Amount
	0049635	08/31/2023	APN 15940-16012 AMAR RD/15940-16065 KAPLAN AVE	\$9,200.31
	0049634	08/31/2023	IS/ND 15010 & 15100 NELSON AVE	\$385.00
	0049637	08/31/2023	14940 PROCTOR AVE	\$7,079.50
	0049633	08/31/2023	IS/MND FOR 20701 CURRIER RD	\$556.00
<b>81443</b>	10/12/2023		<b>CHAD'S PROFESSIONAL CLEANING</b>	<b>\$5,725.00</b>
	Invoice	Date	Description	Amount
	307	09/11/2023	CARPET CLEANING/DISINFECTANT-CITY HALL	\$5,725.00
<b>81444</b>	10/12/2023		<b>CHEM PRO LLC</b>	<b>\$1,083.20</b>
	Invoice	Date	Description	Amount
	IN121811	08/01/2023	WATER TREATMENT-VARIOUS SITES	\$1,083.20

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>81445</b>	10/12/2023		<b>CINTAS CORPORATION LOC 693</b>	<b>\$487.18</b>
	Invoice	Date	Description	Amount
	4168726540	09/25/2023	DOOR MATS	\$83.11
	4168023922	09/18/2023	DOOR MATS	\$83.11
	4168047340	09/18/2023	DOOR MATS	\$320.96
<b>81446</b>	10/12/2023		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$150,000.00</b>
	Invoice	Date	Description	Amount
	PR P/E 9/15/23	09/26/2023	REPLENISH PAYROLL P/E 9/15/23	\$150,000.00
<b>81447</b>	10/12/2023		<b>CNC ENGINEERING</b>	<b>\$182,121.75</b>
	Invoice	Date	Description	Amount
	508760	09/28/2023	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$1,650.00
	508761	09/28/2023	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$867.50
	508762	09/28/2023	CITYWIDE SIGNAGE UPDATE	\$6,038.75
	508763	09/28/2023	EL ENCANTO IMPROVEMENTS	\$1,125.00
	508764	09/28/2023	KELLA AVE STORM DRAIN	\$262.50
	508766	09/28/2023	FULLERTON RD RECONSTRUCTION	\$9,633.75
	508767	09/28/2023	GALE AVE REALIGNMENT	\$7,572.50
	508768	09/28/2023	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$2,622.50
	508769	09/28/2023	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$4,400.00
	508770	09/28/2023	GENERAL ENG-DEV PLAN FOR IBC BLDGS	\$300.00
	508771	09/28/2023	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRADE	\$1,292.50
	508772	09/28/2023	GENERAL ENG SVC-TRAFFIC	\$107.50



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
508773	09/28/2023	GENERAL ENG SVC 9/11-9/24/23	\$4,365.00
508774	09/28/2023	GENERAL ENG SVC-COUNTER SERVICE	\$3,255.00
508775	09/28/2023	GENERAL ENG SVC-PERMITS	\$25,641.75
508776	09/28/2023	GENERAL ENG SVC-PLAN APPROVAL	\$17,412.50
508777	09/28/2023	GENERAL ENG SVC 9/11-9/24/23	\$75,235.00
508778	09/28/2023	TONNER CYN PROPERTY	\$417.50
508779	09/28/2023	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$462.50
508780	09/28/2023	COLIMA RD WIDENING	\$117.50
508781	09/28/2023	STREET LIGHT INSTALLATION AT PROCTOR AVE	\$1,237.50
508782	09/28/2023	CHINO RANCH #1 DAM RENOVATION	\$412.50
508783	09/28/2023	SALT LAKE AVE IMPROVEMENTS	\$1,587.50
508784	09/28/2023	NELSON AVE RESURFACING	\$430.00
508785	09/28/2023	INDUSTRY BUSINESS COUNCIL IMPROVEMENTS	\$185.00
508786	09/28/2023	CITY HALL MAINT	\$2,090.00
508787	09/28/2023	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$835.00
508788	09/28/2023	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$1,510.00
508789	09/28/2023	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$370.00
508790	09/28/2023	HOMESTEAD MUSEUM IMPROVEMENTS	\$615.00
508791	09/28/2023	STIMSON AVE CROSSING	\$1,972.50
508792	09/28/2023	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$1,947.50
508793	09/28/2023	METROLINK OPERATION AND MAINT-PARKING LOT	\$4,002.50
508794	09/28/2023	EL ENCANTO IMPROVEMENTS AND MAINT	\$1,570.00
508795	09/28/2023	SAN JOSE AVE RECONSTRUCTION	\$577.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>81448</b>	<b>10/12/2023</b>	<b>CNC ENGINEERING</b>		<b>\$113,235.00</b>
	Invoice	Date	Description	Amount
	508796	09/28/2023	INDUSTRY HILLS FUEL TANKS DISPENSING	\$972.50
	508797	09/28/2023	605 FWY AND VALLEY BLVD INTERCHANGE	\$840.00
	508798	09/28/2023	HIGHWAY BRIDGE PROGRAM FUNDING	\$435.00
	508799	09/28/2023	AZUSA AVE BRIDGE REPAINTING	\$792.50
	508800	09/28/2023	SEISMIC RETROFIT ANAHEIM-PUENTE	\$770.00
	508801	09/28/2023	CITY GYMNASIUM & MULTIPURPOSE BLDG	\$2,012.50
	508802	09/28/2023	205 HUDSON AVE (YAL)	\$190.00
	508803	09/28/2023	FISCAL YEAR BUDGET	\$705.00
	508804	09/28/2023	ROWLAND ST RECONSTRUCTION	\$4,275.00
	508805	09/28/2023	FOLLOW'S CAMP PROPERTY	\$420.00
	508806	09/28/2023	FOLLOW'S CAMP PROPERTY	\$817.50
	508807	09/28/2023	VARIOUS ASSIGNMENTS RELATED TO SA	\$1,737.50
	508808	09/28/2023	NELSON AVE INTERSECTION	\$822.50
	508809	09/28/2023	CARTEGRAPH MGMT	\$34,577.50
	508810	09/28/2023	PLANETBIDS IMPLEMENTATION & MGMT	\$2,098.75
	508811	09/28/2023	GRAND AVE RECONSTRUCTION	\$10,475.00
	508812	09/28/2023	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$797.50
	508813	09/28/2023	ADA COMPLIANCE FOR FACILITIES	\$350.00
	508814	09/28/2023	15710-15718 RAUSCH RD BLDG IMPROVEMENT	\$3,825.00
	508815	09/28/2023	GALE AVE RESURFACING	\$687.50
	508816	09/28/2023	ANNUAL PAVEMENT REHABILITATION	\$19,347.50
	508817	09/28/2023	CITYWIDE SIGNING & STRIPING IMPROVEMENTS	\$555.00
	508818	09/28/2023	2021/2022 STREET LIGHT BANNER INSTALLATION	\$230.00
	508819	09/28/2023	2022/2023 ANNUAL PAVEMENT REHABILITATION	\$9,120.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	508820	09/28/2023	2022/2023 ANNUAL SLURRY SEAL	\$1,075.00
	508821	09/28/2023	INTELLIGENT TRANSPORTATION SYSTEM	\$2,390.00
	508822	09/28/2023	CITYWIDE LICENSE PLATE CAMERA READER	\$4,477.50
	508823	09/28/2023	REMOTE MONITORING SYSTEM FOR STREET LIGHTS	\$3,237.50
	508824	09/28/2023	RAILROAD STREET PAVEMENT REHABILITATION	\$1,835.00
	508825	09/28/2023	NELSON AVE & WILLOW AVE SAFETY IMPROVEMENTS	\$1,606.25
	508826	09/28/2023	MUSEUM-HEALTHCARE CAMPUS UPGRADES	\$470.00
	508827	09/28/2023	HIGHWAY PERFORMANICE MONITORING	\$645.00
	508828	09/28/2023	SR57/60 CONFLUENCE IMPROVEMENT	\$430.00
	508829	09/28/2023	TURNBULL CYN RD GRADE SEPARATION	\$215.00
<b>81449</b>	10/12/2023		<b>CODE 3 CREATIONS</b>	<b>\$13,081.53</b>
	Invoice	Date	Description	Amount
	2151	09/26/2023	WALL OF FAME PLAQUE (60x29)-CHARITY PRO RODEO	\$13,081.53
<b>81450</b>	10/12/2023		<b>CONSILIO, LLC</b>	<b>\$1,684.16</b>
	Invoice	Date	Description	Amount
	INV554772	08/31/2023	DOCUMENT MGMT-AUG 2023	\$1,684.16
<b>81451</b>	10/12/2023		<b>DELL MARKETING LP</b>	<b>\$1,063.24</b>
	Invoice	Date	Description	Amount
	10700568597	09/25/2023	DELL OPTI PLEX 7010 SMALL FORM FACTOR	\$1,063.24
<b>81452</b>	10/12/2023		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$3,912.78</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	09/25/2023	09/25/2023	SHELTER COST-AUG 2023	\$3,912.78
<b>81453</b>	10/12/2023		<b>DUTHIE POWER SERVICES</b>	<b>\$972.95</b>
	Invoice	Date	Description	Amount
	S119030	09/21/2023	SYSTEM DISGNOSIS FOR ALARM-CITY HALL	\$972.95
<b>81454</b>	10/12/2023		<b>ELECTRA-MEDIA, INC</b>	<b>\$11,941.31</b>
	Invoice	Date	Description	Amount
	#8CITY-1467	10/01/2023	PUENTE HILLS AUTO CENTER PYLON SIGN UPGRADE	\$12,247.50
<b>81455</b>	10/12/2023		<b>ELEVATE PUBLIC AFFAIRS, LLC</b>	<b>\$15,000.00</b>
	Invoice	Date	Description	Amount
	3416	09/20/2023	MEDIA CONSULTING-AUG 2023	\$15,000.00
<b>81456</b>	10/12/2023		<b>GARCIA'S FENCE CORP</b>	<b>\$2,509.00</b>
	Invoice	Date	Description	Amount
	092311	09/12/2023	URGENT REPAIR TO FENCE-VALLEY BLVD	\$2,509.00
<b>81457</b>	10/12/2023		<b>GRAND CENTRAL RECYCLING &amp; TRANSFER</b>	<b>\$491.49</b>
	Invoice	Date	Description	Amount
	5347878	08/31/2023	SOLID WASTE-CITY HALL	\$491.49
<b>81458</b>	10/12/2023		<b>HDL COREN &amp; CONE</b>	<b>\$495.89</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	SIN031708	09/19/2023	AUDIT SVC-PROPERTY TAX	\$495.89
<b>81459</b>	10/12/2023		<b>IDS GROUP, INC.</b>	<b>\$3,000.00</b>
	Invoice	Date	Description	Amount
	21X062.02-4	09/29/2023	CABLING FEEDS LAYOUT-IBC	\$3,000.00
<b>81460</b>	10/12/2023		<b>INDUSTRY SECURITY SERVICES</b>	<b>\$65,179.20</b>
	Invoice	Date	Description	Amount
	584	09/22/2023	SECURITY SVC 9/15-9/21/23	\$10,453.20
	583	09/22/2023	SECURITY SVC-VARIOUS CITY SITES	\$22,069.32
	560	09/15/2023	SECURITY SVC 9/8-9/14/23	\$10,453.20
	566	09/15/2023	SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
<b>81461</b>	10/12/2023		<b>INTERIOR IMAGES, INC.</b>	<b>\$19,140.31</b>
	Invoice	Date	Description	Amount
	3081	05/23/2023	INTERIOR DESIGN-EL ENCANTO FACILITY (OCT 2022-APR 2023)	\$19,140.31
<b>81462</b>	10/12/2023		<b>IRRI-CARE PLUMBING &amp; BACKFLOW TESTING, INC.</b>	<b>\$165.00</b>
	Invoice	Date	Description	Amount
	15476	09/14/2023	BACKFLOW TEST-17401 VALLEY BLVD	\$55.00
	15477	09/14/2023	BACKFLOW TEST-METROLINK	\$110.00
<b>81463</b>	10/12/2023		<b>JEFF PARRIOTT PHOTOGRAPHIC SERVICES</b>	<b>\$9,144.68</b>
	Invoice	Date	Description	Amount
	COI0923	09/29/2023	PROF SVC-HOMESTEAD	\$9,144.68

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
81464	10/12/2023	JOE A. GONSALVES & SON		\$10,000.00
	Invoice	Date	Description	Amount
	161039	09/20/2023	LEGISLATIVE SVC-SEP 2023	\$10,000.00
81465	10/12/2023	KLINE'S PLUMBING, INC.		\$4,640.50
	Invoice	Date	Description	Amount
	12994	08/22/2023	REPAIR DRAIN PIPE-HOMESTEAD	\$2,475.00
	13001	08/25/2023	REPAIR CENTRAL DRAIN-HOMESTEAD	\$1,750.00
	13019	09/12/2023	REPAIR BATHROOM FAUCET-IBC	\$415.50
81466	10/12/2023	L A COUNTY DEPT OF PUBLIC WORKS		\$62,733.49
	Invoice	Date	Description	Amount
	IN240000131	09/07/2023	ACCIDENT-GALE AVE @ AUTO MALL WEST	\$36,209.42
	IN240000135	09/07/2023	ACCIDENT-PEREZ @ TEMPLE AVE	\$6,726.05
	IN240000140	09/07/2023	ACCIDENT-AMAR RD @ VINELAND AVE	\$736.16
	IN240000134	09/07/2023	ACCIDENT-GIANO AVE @ VALLEY BLD	\$19,061.86
81467	10/12/2023	L A COUNTY DEPT OF PUBLIC WORKS		\$29,684.57
	Invoice	Date	Description	Amount
	IN240000200	09/25/2023	BLDG & SAFETY-ONE STOP SHOP FOR JUL 2023	\$29,684.57
81468	10/12/2023	L A COUNTY FIRE DEPT.		\$3,855.00
	Invoice	Date	Description	Amount
	IN0432677	08/10/2023	HAZARDOUS MATERIAL-IND HILLS FUEL STN	\$3,855.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
81469	10/12/2023	L A COUNTY SHERIFF'S DEPARTMENT		\$1,089,188.97
	Invoice	Date	Description	Amount
	240324EC	09/13/2023	SHERIFF CONTRACT-AUG 2023	\$1,089,188.97
81470	10/12/2023	LA PUENTE VALLEY COUNTY WATER DISTRICT		\$288.88
	Invoice	Date	Description	Amount
	BS;08/23	08/23/2023	WATER MONITORING-BOY SCOUTS RESERVE	\$288.88
81471	10/12/2023	LIEBERT CASSIDY WHITMORE		\$723.00
	Invoice	Date	Description	Amount
	249623	08/31/2023	LEGAL SVC FOR HR-AUG 2023	\$723.00
81472	10/12/2023	LOCKE LORD LLP		\$3,164.32
	Invoice	Date	Description	Amount
	1816895	09/22/2023	LEGAL SVC-AUG 2023	\$3,164.32
81473	10/12/2023	MARISCAL PAINTING		\$59,780.00
	Invoice	Date	Description	Amount
	#1CITY-1516	10/01/2023	EL ENCANTO INTERIOR IMPROVEMENTS-STN 3	\$59,780.00
81474	10/12/2023	MORTISE & TENON BUILDING CORP		\$4,200.98
	Invoice	Date	Description	Amount
	156250169	09/27/2023	CLEANED/PAINTED LOUVERED SCREEN WALLS-EL ENCANTO	\$2,993.06

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	156250171	09/19/2023	MAINT SVC-METROLINK	\$857.92
	156250172	09/19/2023	MAINT SVC-TURNBULL CYN HOUSES	\$350.00
<b>81475</b>	10/12/2023		<b>MR PLANT &amp; INTERIOR BOTANICAL DESIGNS</b>	<b>\$850.00</b>
	Invoice	Date	Description	Amount
	OCT 20843	10/01/2023	PLANT MAINT-OCT 2023	\$850.00
<b>81476</b>	10/12/2023		<b>MX GRAPHICS, INC.</b>	<b>\$774.55</b>
	Invoice	Date	Description	Amount
	29386	09/14/2023	BLUEPRINT SVC-CIP STR 19 042B	\$467.95
	29316	09/07/2023	BLUEPRINT SVC-JN 6201	\$131.40
	29422	09/19/2023	BLUEPRINT SVC-JN 6201	\$175.20
<b>81477</b>	10/12/2023		<b>NEXTECH SYSTEMS, INC.</b>	<b>\$7,270.98</b>
	Invoice	Date	Description	Amount
	INV2147	09/14/2023	POWER TAP RECEPTACLE	\$7,270.98
<b>81478</b>	10/12/2023		<b>NINYO &amp; MOORE GEOTECHNICAL CONSULTANTS</b>	<b>\$2,944.25</b>
	Invoice	Date	Description	Amount
	278498	09/20/2023	MATERIAL TESTING-15710-15718 RAUSCH RD	\$2,944.25
<b>81479</b>	10/12/2023		<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description	Amount
	476	09/28/2023	JANITORIAL SVC-YAL	\$1,815.00
	475	09/28/2023	JANITORIAL SVC-IBC	\$1,467.00



**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	474	09/28/2023	JANITORIAL SVC-CITY HALL	\$5,500.00
<b>81480</b>	10/12/2023		<b>ON TRACK SOLUTIONS LLC</b>	<b>\$6,510.00</b>
	Invoice	Date	Description	Amount
	1164	09/26/2023	ON-CALL RAILROAD COORDINATION	\$6,510.00
<b>81481</b>	10/12/2023		<b>PARS</b>	<b>\$600.00</b>
	Invoice	Date	Description	Amount
	53982	09/12/2023	REP FEES-JUL 2023	\$300.00
	53831	09/12/2023	ARS FEES-JUL 2023	\$300.00
<b>81482</b>	10/12/2023		<b>POSTMASTER</b>	<b>\$430.00</b>
	Invoice	Date	Description	Amount
	BOX #3305-24	10/02/2023	ANNUAL FEE FOR PO BOX 3305	\$430.00
<b>81483</b>	10/12/2023		<b>PUENTE HILLS FORD</b>	<b>\$822.73</b>
	Invoice	Date	Description	Amount
	308395	08/14/2023	AUTO MAINT-LIC 1580081	\$73.46
	309473	09/22/2023	AUTO MAINT-LIC 1580082	\$749.27
<b>81484</b>	10/12/2023		<b>QUADIENT LEASING USA, INC.</b>	<b>\$1,500.15</b>
	Invoice	Date	Description	Amount
	N10106374	09/09/2023	MAIL EQUIPMENT RENTAL 10/11/23-1/10/24	\$1,500.15
<b>81485</b>	10/12/2023		<b>QUALITY CODE PUBLISHING LLC</b>	<b>\$1,586.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	GC0011093	06/28/2023	PROF SVC FOR ORDINANCES	\$1,586.00
<b>81486</b>	10/12/2023		<b>RICOH USA, INC.</b>	<b>\$402.10</b>
	Invoice	Date	Description	Amount
	80947072	09/14/2023	COPIER LEASE-HOMESTEAD	\$402.10
<b>81487</b>	10/12/2023		<b>SAGE ENVIRONMENTAL GROUP</b>	<b>\$39,000.00</b>
	Invoice	Date	Description	Amount
	2214	09/25/2023	GRAZING SVC-TONNER CYN	\$39,000.00
<b>81488</b>	10/12/2023		<b>SAN GABRIEL VALLEY REGIONAL HOUSING TRUST</b>	<b>\$8,028.09</b>
	Invoice	Date	Description	Amount
	FY23-RHT-24	09/28/2023	MEMEBERHSIP DUES BY 23/24	\$8,028.09
<b>81489</b>	10/12/2023		<b>SANITATION DISTRICTS OF LOS ANGELES COUNTY</b>	<b>\$2,056.11</b>
	Invoice	Date	Description	Amount
	73419	09/22/2023	WASTEWATER PENALTY SURCHARGE-1015 NOGALES ST	\$2,056.11
<b>81490</b>	10/12/2023		<b>SC FUELS</b>	<b>\$43,681.26</b>
	Invoice	Date	Description	Amount
	IN-0000355522	09/20/2023	REGULAR FUEL-IND HILLS PUMPS	\$43,681.26
<b>81491</b>	10/12/2023		<b>SHAMROCK SUPPLY COMPANY, INC.</b>	<b>\$340.26</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2721873	09/28/2023	NUMBERING MATERIAL FOR TRAFFIC SIGNAL POLES	\$161.66
	2721963	09/28/2023	NUMBERING MATERIAL FOR TRAFFIC SIGNAL POLES	\$178.60
<b>81492</b>	10/12/2023		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$1,279.91</b>
	Invoice	Date	Description	Amount
	8071629413	09/16/2023	OFFICE SUPPLIES	\$1,176.63
	8071556018	09/09/2023	OFFICE SUPPLIES	\$103.28
<b>81493</b>	10/12/2023		<b>SULLY MILLER CONTRACTING COMPANY</b>	<b>\$22,993.63</b>
	Invoice	Date	Description	Amount
	#5CITY-1480	10/01/2023	STIMSON AVE GRADE CROSSING IMPROVEMENT	\$24,203.83
<b>81494</b>	10/12/2023		<b>THE BIG NORWEGIAN</b>	<b>\$4,684.76</b>
	Invoice	Date	Description	Amount
	57364	09/14/2023	ANNUAL SVC-JOHN DEERE TRACTOR 210LE	\$3,290.13
	57365	09/14/2023	ANNUAL AVC-JOHN DEERE TRACTOR 5105	\$1,394.63
<b>81495</b>	10/12/2023		<b>THE TECHNOLOGY DEPOT</b>	<b>\$727.23</b>
	Invoice	Date	Description	Amount
	21926	09/01/2023	UNAAS CLOUD SOLUTION-OCT 2023	\$727.23
<b>81496</b>	10/12/2023		<b>TYLER TECHNOLOGIES, INC.</b>	<b>\$350.00</b>
	Invoice	Date	Description	Amount
	045-437308	09/12/2023	SERVICE AGRMT-CITY'S ERP	\$350.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
October 12, 2023**

Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>81497</b>	10/12/2023	<b>UNITED PARCEL SERVICES, INC</b>		<b>\$217.43</b>
	Invoice	Date	Description	Amount
	0000V435E4383	09/23/2023	MESSENGER SVC	\$140.42
	0000V435E4393	09/30/2023	MESSENGER SVC	\$77.01
<b>81498</b>	10/12/2023	<b>VALLEY VISTA SERVICES, INC</b>		<b>\$2,721.25</b>
	Invoice	Date	Description	Amount
	5358474	09/01/2023	DISP SVC-FOLLOW'S CAMP	\$2,721.25
<b>81499</b>	10/12/2023	<b>WEST COAST ARBORISTS, INC.</b>		<b>\$1,035.00</b>
	Invoice	Date	Description	Amount
	204743	09/15/2023	TREE MAINT FY 23/24	\$1,035.00
<b>81500</b>	10/12/2023	<b>WKE, INC</b>		<b>\$25,861.00</b>
	Invoice	Date	Description	Amount
	1200537526	07/11/2023	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$21,023.00
	1200558548	09/26/2023	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$4,838.00

Checks	Status	Count	Transaction Amount
	Total	87	\$2,158,600.81

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Sam Pedroza, Assistant City Manager  
**DATE:** October 12, 2023  
**SUBJECT:** Consideration of Resolution No. CC 2023-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR THE BECAUSE WE CARE PROGRAM

---

### BACKGROUND

Delhaven Community Center ("Delhaven") is a locally based non-profit organization that works with our community's special needs population, at-risk children, as well as young adults and their families. The organization has been in the community since 1972 and has helped thousands of families with the support services that they offer, including after-school day care, summer camps, free food services, and care for those with special needs.

In 2021, Delhaven expanded its social services efforts by creating the Because We Care program ("Program"). This Program created a support system for families in the community through social support, facilitation of professional services, financial support, and moral support for those that suffer with mental illnesses, learning disabilities, and those with special needs. In its first 18 months of operation, the Program has already helped 276 individuals.

### DISCUSSION

Delhaven submitted a request for a donation to continue supporting the Program, which will continue to provide a variety of mental health services, such as support groups, social programs and events, referrals to professionals, and financial assistance. The donation of \$25,000.00, along with other fundraising efforts, will support the Program by providing resources for those in the community that require mental health services.

### FISCAL IMPACT

In the Fiscal Year 2023/24 budget, \$456,000.00 was approved for Community Promotions and Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

### RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-48.

---

### Attachments

A. Resolution No. CC 2023-48

**RESOLUTION NO. CC 2023-48****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR THE BECAUSE WE CARE PROGRAM****RECITALS**

**WHEREAS**, Delhaven Community Center (“Delhaven”) is a locally based non-profit organization that works with our community’s special needs population, at-risk children, as well as young adults and their families; and

**WHEREAS**, Delhaven expanded its social services efforts by creating the Because We Care program (“Program”) to provide a support system for families in the community through social support, facilitation of professional services, financial support, and moral support for those that suffer with mental illnesses, learning disabilities, and those with special needs; and

**WHEREAS**, in its first 18 months of operation, the Program has already helped 276 individuals; and

**WHEREAS**, Delhaven requested a donation from the City to assist with the continued support of the Program, and the City desires to provide the assistance; and

**WHEREAS**, the donation of Twenty-Five Thousand (\$25,000.00), along with other fundraising efforts, will support the Program in providing the necessary resources to help the community along with their families with mental health services; and

**WHEREAS**, the City's donation serves a public purpose in that Delhaven offers programs that assist the community by offering professional services, financial resources, and moral support; and

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

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

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

**SECTION 2.** The City's donation serves a public purpose in that Delhaven offers programs that assist the community by offering professional services, financial resources, and moral support.

**SECTION 3.** The City Council hereby approves the donation of Twenty-Five Thousand Dollars (\$25,000.00) to Delhaven Community Center for the Program.

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

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

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 12, 2023, by the following vote:

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

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

**ATTEST:**

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



*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

## MEMORANDUM

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

**From:** Joshua Nelson, City Manager

**Staff:** James M. Casso, City Attorney

**Date:** October 12, 2024

**SUBJECT:** Consideration of a Resolution Declaring Certain City Owned Real Property located at 804 Azusa Avenue, City of Industry, California, (APN:8264-005-913) as Exempt Surplus Land Under California Government Code Section 54221(f)(1)(D), and Adopting a Notice of Exemption Regarding Same

---

### **Background:**

In 2021, the California Department of Housing and Community Development (“HCD”) issued the Surplus Land Act Guidelines (“Guidelines”) to assist public agencies with the implementation of the Surplus Land Act (“Act”).

Under the Act, prior to disposing of City owned land that is no longer necessary for the City’s own use, the City is required to declare the land either “surplus land” or “exempt surplus land”.

Surplus land that a local agency sells/transfers to another public agency for its use may be declared “exempt surplus land” under California Government Code §54221(f)(1)(D) and, if HCD finds compliance with Section 54221(f)(1)(D), the sale is authorized, and the City has no further obligations under the Act related to the sale.

### **Discussion:**

The City is the owner in fee simple of that portion of certain real property located at 804 Azusa Avenue (“Property”).

Rowland Water District is interested in purchasing 5,580 square feet of that portion of the property at 804 Azusa Avenue for its use in serving its customers and to continue providing high quality water to them. Rowland Water District plans to use the site for retail water service facilities, such as a future water well site, and may use the land as a lay down and/or storage yard until such plans are complete.

### **Fiscal Impact:**

There is no fiscal impact associated with adoption of the Resolution.

### **Recommendation:**

- 1.) Staff recommends that the City Council adopt the Resolution, direct Staff to file the Notice

of Exemption, and direct Staff to file a copy of the Resolution with HCD.

**Exhibits:**

- A. Resolution
  - B. Notice of Exemption
-

EXHIBIT A

**RESOLUTION NO. CC 2023-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY LOCATED AT 804 AZUSA AVENUE, (APN 8264-005-913), CITY OF INDUSTRY, CALIFORNIA AS EXEMPT SURPLUS LAND UNDER CALIFORNIA GOVERNMENT CODE SECTION 54221(f)(1)(D) AND MAKING THE REQUISITE CEQA FINDINGS**

**RECITALS**

**WHEREAS**, the City of Industry (“City”) is the owner in fee simple of that certain portion of real property located at 804 Azusa Avenue (APN 8264-005-913) described further in Exhibit “A”, attached hereto and made a part hereof (“Property”); and

**WHEREAS**, the Rowland Water District, a California public water agency (“RWD”), established in 1953 under the California County Water District Law – Division 12 of the Water Code, has requested the City sell the Property to assist RWD in serving its customers and providing high quality water to its customers; and

**WHEREAS**, California Government Code section 54221(f)(1)(D) provides that surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt surplus and need not comply with the noticing and sales requirements to make the land available for development as affordable housing; and

**WHEREAS**, the City is proposing to sell the Property to RWD to use in furtherance of its purpose and function in providing high quality water supplies to its customers. Because the Property is being sold to another local governmental agency for that agency’s use, the provisions of the Surplus Land Act, Government Code section 54220, *et seq.*, (“SLA”) are satisfied and the Property is exempt surplus land and the City does not need to comply with the provisions of the SLA; and

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

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

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

**SECTION 3:** The City Council hereby finds and determines that, consistent with Government Code Section 54221(f)(1)(D), the City will dispose of the Property to the Rowland Water District, a California public water agency, for its use consistent with its purpose and function in providing water supplies to its customers and therefore the City is not required to comply with the provisions of the Surplus Land Act.

**SECTION 4:** This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). City Staff has determined that the designation of this property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that adoption of the Resolution has no possibility of having a significant effect

on the environment. If and when the Property is sold to RWD and RWD proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA. The City Council adopts the Notice of Exemption and directs Staff to file same, as required by law.

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

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on October 12, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Cory C. Moss, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

## NOTICE OF EXEMPTION

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

**From:** City of Industry  
15625 Mayor Dave Way, Suite 100  
City of Industry, CA 91744

**Project Title:** Resolution declaring property generally located at 804 Azusa Avenue as exempt surplus property

**Project Location - Specific:** 804 Azusa Avenue, City of Industry, California, (APN:8264-005-913)

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

**Description of Project:** Adoption of a resolution declaring the property as exempt surplus property under the California Surplus Land Act

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

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

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

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15060(c)(3) and 15378
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** That the designation of this property as exempt surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the Property is disposed of, and a use for the Property requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

### Lead Agency

Contact Person: Joshua Nelson Telephone: (626) 333-2211

Signature: \_\_\_\_\_ Date: October 11, 2023

Title: City Manager



*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** James M. Casso, City Attorney; Mathew Hudson, Engineering Manager; Sean Calvillo, Director of Operations, CNC Engineering  
**DATE:** October 12, 2023  
**SUBJECT:** Consideration of a Purchase and Sale Agreement with Rowland Water District in the amount of \$212,040.00 for property located at 804 South Azusa Avenue

---

### BACKGROUND

The City owns approximately 13,558 square feet of land located at 804 South Azusa Avenue, along Chestnut Street. This property includes both landscaped slopes and a flat, undeveloped portion of land. The City more recently sold most of the property located at 804 South Azusa that is currently under construction. However, this small portion of property was not included in the previous sale due to the odd shape of the parcel that didn't add much value to the sale. It made more sense for this property to be used for a public purpose and Rowland Water District ("RWD") expressed interest in purchasing this portion of land for a potential future well site.

### DISCUSSION

The property was appraised by R. P. Laurain & Associates on December 14, 2018. The property was appraised for \$38.00 per square foot. Staff and RWD agreed upon 5,580 square feet of the property to be sold. A Purchase and Sale Agreement ("Agreement") with RWD has been prepared for the sale of 5,580 square feet in the amount of \$212,040.00. Additionally, in the event RWD decided to sell this property in the future, the Agreement requires that it must be offered to the City first prior to any third party. Staff recommends approving the Agreement for the sale to RWD.

### FISCAL IMPACT

The fiscal impact associated with this Agreement is \$212,040.00 and will be deposited in the City's General Fund (Account No. 100-200-4500).

### RECOMMENDATION

It is recommended that the City Council approve the Purchase and Sale Agreement with RWD, subject to HCD's approval that the sale is exempt from the Surplus Land Act pursuant to Government Code section 54221(f)(1)(D).

---

### Attachments

A. Purchase and Sale Agreement

**EXHIBIT A**

Purchase and Sale Agreement

[A handout will be distributed at the meeting]

*CITY COUNCIL MEETING*  
*OCTOBER 12, 2023*

ITEM NO. 6.4

HAND-OUT ITEM

**PURCHASE & SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

**CITY OF INDUSTRY,  
A municipal corporation  
“Seller”**

**and**

**ROWLAND WATER DISTRICT,  
a California public water agency  
“Purchaser”**

**October \_\_, 2023**

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1 DEFINITIONS.....	1
1.1 Definitions .....	1
ARTICLE 2 PURCHASE AND SALE OF THE PROPERTY.....	3
2.1 Purchase and Sale .....	3
2.2 Payment of Purchase Price.....	4
2.3 Escrow.....	4
2.4 Conditions to Close of Escrow .....	5
2.5 Condition of Title; Title Insurance .....	6
2.6 Escrow and Title Charges; Prorations .....	7
2.7 Due Diligence Period.....	7
2.8 Condition of the Property .....	8
2.9 Environmental Condition of the Property.....	8
2.10 Escrow Holder .....	8
ARTICLE 3 DEVELOPMENT OF THE PROPERTY.....	9
3.1 Scope of Development.....	9
3.2 Nondiscrimination.....	10
3.3 Limitation As to Transfer of the Property.....	10
3.4 Use.....	10
3.5 Maintenance of the Property.....	10
3.6 Obligation to Refrain from Discrimination.....	10

ARTICLE 4	EVENTS OF DEFAULT, REMEDIES AND TERMINATION.....	11
4.1	Purchaser Events of Defaults.....	11
4.2	Seller Events of Default.....	11
4.3	Remedies in the Event of Default.....	11
4.4	Legal Actions.....	12
4.5	Rights and Remedies are Cumulative.....	13
4.6	Inaction Not a Waiver of Default.....	13
ARTICLE 5	GENERAL PROVISIONS.....	13
5.1	Reserved.....	13
5.2	Indemnity.....	13
5.3	Notices.....	14
5.4	Construction.....	14
5.5	Purchaser’s Warranties.....	15
5.6	Interpretation.....	15
5.7	Time of the Essence.....	15
5.8	Attorneys’ Fees.....	15
5.9	Reserved.....	15
5.10	Approvals by the Seller and the Purchaser.....	15
5.11	Reserved.....	15
5.12	Entire Agreement, Waivers and Amendments.....	15
5.13	Counterparts.....	16
5.14	Severability.....	16
5.15	Survival.....	16
5.16	Representations of Seller.....	16

5.17	Purchaser's Broker(s).....	17
5.18	No Third Party Beneficiaries.....	17



**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS  
BETWEEN THE CITY OF INDUSTRY AND ROWLAND WATER DISTRICT**

**THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (this “**Agreement**”) dated as of October \_\_, 2023, (the “**Effective Date**”) is entered into by and between the **CITY OF INDUSTRY**, a California municipal corporation (the “**City**” or “**Seller**”), and **ROWLAND WATER DISTRICT**, a California public water agency (the “**Purchaser**” or the “**District**”). The Seller and the Purchaser are hereinafter sometimes individually referred to as the a “**party**” and collectively referred to as the “**parties**”.

**RECITALS**

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

A. Seller owns the fee interest in that certain real property located at 804 South Azusa Avenue, in the City of Industry, County of Los Angeles, State of California, which is approximately 5,580 square feet, as described in the legal description attached as Exhibit “A” and incorporated herein by this reference (such real property is referred to herein as the “**Property**”) (the Property shall be established and recorded by the City pursuant to the Subdivision Map Act, Government Code Section 66426.5) together with the buildings, fixtures and appurtenant improvements thereon, for the purposes of constructing Improvements (as such term is defined in Section 1.1.18) thereon (such Improvements are referred to herein as the “**Project**”).

B. The sale of the Property is in the best interests of the City, and the health, safety and welfare of the residents and taxpayers of the City and, pursuant to Government Code Section 54221(f)(1)(D), this sale is exempt from the requirements of the Surplus Land Act, Government Code Section 54220, *et seq.*

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

**ARTICLE 1  
DEFINITIONS**

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

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

1.1.2 Agreement means this Purchase and Sale Agreement and Joint Escrow

Instructions.

1.1.3 Breach Notice is defined in Section 5.7.

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

1.1.5 Default is defined in Article 4.

1.1.6 Deposited is defined in Section 2.2.1.

1.1.7 Due Diligence Period is defined in Section 2.7.

1.1.8 Purchaser means Rowland Water District, a California public water agency.

The principal office of the Purchaser for purposes of this Agreement is 3021 Fullerton Road, Rowland Heights, CA 91748.

1.1.9 Escrow is defined in Section 2.3.1.

1.1.10 Escrow Holder means First American Title Company. The principal office of the Escrow Holder for purposes of this Agreement is 18500 Von Karman Ave, Suite 600, Irvine, California 92612, Attention: XXXXXX, Escrow Officer, Telephone: (949) 885-2466, Email: [xxxx@firstam.com](mailto:xxxx@firstam.com).

1.1.11 Grant Deed is defined in Section 2.5.2.

1.1.12 Hazardous Materials means any chemical, material or substance now or hereafter defined as or included in the definition "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "toxic substances," "pollutant or contaminant," "imminently hazardous chemical substance or mixture," "hazardous air pollutant," "toxic pollutant," or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. The term "**Hazardous Materials**" shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect as of the date of the close of any escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2012, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Property,

to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property requires investigation, reporting or remediation under any such laws or regulations.

1.1.13 Holder is defined in Section 4.2.2.

1.1.14 Improvements means the improvements described in Section 3.1.1.

1.1.15 Outside Date is defined in Section 2.3.2.

1.1.16 Pro Forma Policy is defined in Section 2.5.1.

1.1.17 Property is defined in Recital A.

1.1.18 Project is defined in Recital A.

1.1.19 Purchase Price is defined in Section 2.1.

1.1.20 Released Parties is defined in Section 2.7.

1.1.21 Title Company is defined in Section 2.5.3.

1.1.22 Title Policy is defined in Section 2.5.3.

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

## **ARTICLE 2 PURCHASE AND SALE OF THE PROPERTY**

2.1 Purchase and Sale. The Seller agrees to sell the Property to the Purchaser, and the Purchaser agrees to purchase the Property from the Seller, for the sum of Two Hundred Twelve Thousand and Forty and 00/100 Dollars (\$212,040.00) (the "**Purchase Price**").

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

2.2.1 Deposit. Upon the Opening of Escrow, Purchaser shall deposit with Escrow Holder the sum of Twenty-One Thousand Two Hundred and Four and 00/100 Dollars (\$21,204.00), in the form of certified or bank cashier's checks made payable to Escrow Holder or by confirmed wire transfers of funds (collectively, the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest-bearing account acceptable to Purchaser and Seller with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow. Except as otherwise provided herein, the Deposit shall be applicable in

full towards the Purchase Price upon the expiration of the Due Diligence Period, as forth in Section 2.7, below.

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

2.3 Escrow.

2.3.1 Opening of Escrow. Within five (5) business days after the parties' full execution of this Agreement (the "**Opening of Escrow**"), the Purchaser and the Seller shall open an escrow (the "**Escrow**") with the Escrow Holder for the transfer of the Property to the Purchaser. The parties shall deposit with the Escrow Holder a fully executed duplicate original of this Agreement, which shall serve as the escrow instructions (which may be supplemented in writing by mutual agreement of the parties) for the Escrow. The Escrow Holder is authorized to act under this Agreement, and to carry out its duties as the Escrow Holder hereunder.

2.3.2 Close of Escrow. "**Close of Escrow**" or "**Closing**" means the date Escrow Holder causes the Grant Deed (as hereinafter defined) to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price (less any costs, expenses and prorations payable by the Seller) to the Seller. Possession of the Property shall be delivered to the Purchaser on the Close of Escrow. Subject to the terms of this Agreement, Close of Escrow shall occur on a date mutually agreed upon by the parties, but in any event within 18 months following the Opening of Escrow (the "**Outside Date**"); provided, however, the Outside Date may be extended upon written consent of the Purchaser and the City Manager of the City, which consent may be given or withheld in the exercise of their sole discretion. If the Closing does not occur on or before the Outside Date due to a default by either party, then the defaulting party shall pay all Escrow cancellation fees (and if the defaulting party is the Purchaser, then the City shall be entitled to the Deposit under Section 6.3.1). If the Closing does not occur due to a termination by Purchaser under Section 2.7, then Purchaser shall pay all Escrow cancellation fees, and the Deposit shall be refunded and disbursed by Escrow Holder to Purchase to the Seller.

2.3.3 Delivery and Closing Documents.

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

(i) The Grant Deed, duly executed and acknowledged by the Seller, conveying a fee simple interest in the Property to Purchaser;

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

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

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

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

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

2.4.1 For the benefit of the Seller, the Purchaser shall have deposited the balance of the Purchase Price, together with such funds as are necessary to pay for costs, expenses and prorations payable by Purchaser hereunder (including the Seller's appraisal costs).

2.4.2 For the benefit of the Seller, all actions and deliveries to be undertaken or made by Purchaser on or prior to the Close of Escrow, as reasonably determined by the Seller.

2.4.3 For the benefit of the Purchaser, all actions and deliveries to be undertaken or made by the Seller on or prior to the Close of Escrow shall have occurred, as reasonably determined by the Purchaser.

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

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

2.4.6 For the benefit of the Seller, the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

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

2.4.8 For the benefit of the Purchaser, Title Company shall be irrevocably committed to issuing in favor of the Purchaser the Title Policy, in form and substance, and with endorsements reasonably acceptable to the Purchaser, as provided in Section 2.5.3.

2.4.9 For the benefit of Purchaser, Purchaser shall have satisfied itself with regard to due diligence and title review.

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

2.5 Condition of Title; Title Insurance.

2.5.1 Purchaser acknowledges receipt of a pro forma title insurance policy issued by the Title Company ("**Pro Forma Policy**"). Purchaser shall acquire the Property subject to all exceptions described in the Pro Forma Policy ("**Approved Exceptions**"). At the Closing, Seller shall deliver title to the Property to Purchaser subject only to the Approved Exceptions.

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

2.5.3 At Closing, the Purchaser shall receive an ALTA owner's standard coverage policy of Title Insurance in the form of the Pro Forma Policy (the "**Title Policy**"), issued by First American Title Insurance Company ("**Title Company**") in the amount of the Purchase Price, insuring title to the Property in the name of Purchaser, subject only to the Approved Exceptions. The Purchaser may obtain an ALTA extended coverage policy of title insurance at its own costs.

2.6 Escrow and Title Changes; Prorations.

2.6.1 The Seller shall pay all documentary transfer taxes and the ALTA Owner's standard coverage policy premiums for the Title Policy. Purchaser shall pay the costs of any ALTA extended title insurance premiums for any coverage over and above the Title Policy to be paid by the Seller. In addition, the Purchaser and the Seller shall each pay one-half of any and all other usual and customary costs, expense and charges relating to the escrow and conveyance of title to the Property, including without limitation, recording fees, document preparation charges and escrow fees. Each party shall be responsible for its own Transaction Costs, with the exception of the Disposition Costs set forth in Section 2.1.

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

this Section 2.6.2 shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

Any Escrow cancellation charges shall be allocated and paid as described in Section 2.3.1 above.

## 2.7 Due Diligence Period.

2.7.1 During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending at 5:00 p.m. on the date which is forty-five (45) days after the Effective Date, the Purchaser may inspect the Property as necessary to (i) satisfy itself regarding all zoning and land use matters relating to the Property, (ii) satisfy itself regarding the physical condition of the Property, (iii) satisfy any due diligence requirements of the Purchaser’s lender, if any, and (iv) satisfy itself regarding the condition of the Property, title to the Property, the Property’s suitability for its intended use, and any and all other matters in connection with the transactions contemplated by this Agreement. Subject to the terms of the Right of Entry and Access Agreement in the form of which is attached hereto as Exhibit “C” (the “**Right of Entry and Access Agreement**”), the Purchaser and its agents shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Prior to the Purchaser’s entry upon the Property, the parties shall execute the right of Entry and Access Agreement. The Seller shall reasonably cooperate with the Purchaser in its conduct of the due diligence review during the Due Diligence Period. In the event the Purchaser does not, in its sole discretion and for any other reason or no reason, approve of the condition of the Property and its suitability for the Purchaser’s intended use by written notice given to the Seller prior to the expiration of the Due Diligence Period, this Agreement shall terminate, the Deposit shall be returned to Purchaser by Escrow and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

2.8 Condition of the Property. The Property shall be conveyed from the Seller to the Purchaser on an “AS IS” condition and basis with all faults and the Purchaser agrees that the Seller has no obligation to make modifications, replacements or improvements thereto. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS EXCEPT AS SET FORTH IN SECTION 2.9; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY EXCEPT AS SET FORTH IN SECTION 2.9; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT

TO ANY OTHER MATTER, THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE SELLER.

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

2.9 Environmental Condition of the Property. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer of real property. The Seller has disclosed to the Purchaser the information contained in any environmental assessments and reports conducted on the Property.

2.10 Escrow Holder.

2.10.1 Escrow Holder is authorized and instructed to:

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

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

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

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

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

2.10.3 All communications from the Escrow Holder to the Seller or the Purchaser shall be directed to the addresses and in the manner established in Section 7.3 of this Agreement for notices, demands and communications between the Seller and the Purchaser.



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

### **ARTICLE 3 DEVELOPMENT OF THE PROPERTY**

#### 3.1 Scope of Development.

3.1.1 Any “**Improvements**” to the Property shall be limited to those related to and in support of the provision of retail water service by the Purchaser, which is a County Water District organized under Water Code Section 30000 et seq., or other improvements allowed under applicable law. Upon written request by the City’s City Manager to the District’s General Manager, the District will provide the City with periodic updates on the status of future development of this Property related to and in support of the provisions of retail water service facilities in accordance with a County Water District under Water Code Section 30000 *et seq.* Until such future retail water service facilities are constructed by the District, contractors working on the District’s behalf to construct other retail water service facilities in the District’s service area may use the Property as a lay down / storage yard during the course of the contractor constructing such facilities. At all times the Property will be maintained and kept in an acceptable condition that is compliant with the City’s applicable Municipal Code. The Purchaser agrees to landscape the Property to match as much as possible the new commercial development located at 804 South Azusa Avenue, City of Industry, California, directly to the southwest within one year of said development completing its construction activities. The Purchaser is responsible for the costs of any Improvements and shall comply with any and all applicable federal, state and local laws, rules and regulations, and any applicable mitigation measures adopted pursuant to the California Environmental Quality Act.

3.2 Nondiscrimination During Construction. The Purchaser, for itself and its successors and assigns, agrees that it shall not discriminate against any employee or applicant for employment because of age, sex, marital status, race, handicap, color, religion, creed, ancestry, or national origin in the construction of the Improvements.

### **LIMITATIONS ON TRANSFERS**

3.3 Limitation As to Transfer of the Property. After Purchaser acquires the Property, the Purchaser may not sell the Property or any portion of it to a third party without first offering it to the City and complying with the applicable terms of the Surplus Land Act upon the same terms and conditions as such third party offer. The City will be deemed to have rejected the offer if it does not take action to accept such offer within ninety (90) days of the presentation of the offer by Purchaser to the City.

### **USE OF THE PROPERTY**

3.4 Use. The Purchaser covenants and agrees for itself, and its successors and its assigns, that the Purchaser, such successors, and such assignees shall use the Property, and every part thereof, only for

purposes that are related to and in support of the provision of retail water service by the Purchaser, including the construction of any Improvements in connection with such use.

3.5 Maintenance of the Property. Purchaser shall maintain the Property and the Project (including landscaping, if any) in a reasonable condition and repair to the extent practicable and in accordance with industry health and safety standards.

3.6 Obligation to Refrain from Discrimination. The Purchaser covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age (this paragraph shall not be construed to prohibit or restrict housing or services specifically for older persons and seniors), handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the Purchaser (itself or any person claiming under or through the Purchaser) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof.

#### **ARTICLE 4 EVENTS OF DEFAULT, REMEDIES AND TERMINATION**

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

4.1.1 The Purchaser’s failure to perform any requirement or obligation of Purchaser set forth herein on or prior to the date for such performance set forth herein and, so long as such failure is not caused by any wrongful act of the Seller or the City, the Purchaser’s failure to cure such breach within thirty (30) days after receipt of written notice from the Seller of the Purchaser’s breach, or if a cure is not possible within the thirty (30) day period, to begin such cure and diligently prosecute the same to completion, which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure; or

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

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

4.2.1 The Seller, in violation of the applicable provision of this Agreement, fails to convey the Property to Purchaser at the Close of Escrow; or

4.2.2 The Seller breaches any other material provision of this Agreement.

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

4.3 Remedies in the Event of Default.

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

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Purchaser

4.3.2 [Reserved].

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

4.4 Legal Actions.

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

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

4.4.3 Acceptance of Service of Process. If any legal action is commenced by the Purchaser against the Seller, service of process on the Seller shall be made by personal service upon the Executive Director or Secretary of the Seller, or in such other manner as may be provided by law. If any legal action is commenced by the Seller against the Purchaser, service of process on the Purchaser shall be made by personal service upon the Purchaser, or in such other manner as may be provided by law, whether made within or without the State of California.

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

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

## **ARTICLE 5 GENERAL PROVISIONS**

5.1 Reserved.

5.2 Indemnity.

5.2.1 The Purchaser shall indemnify, defend, protect, and hold harmless the Seller, the City, and any and all agents, employees, attorneys and representatives of the Seller, and the City from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees)

and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

(a) the Purchaser's use, ownership, management, occupancy, or possession of the Property after the Closing;

(b) any breach or Default of the Purchaser hereunder;

(c) any of the Purchaser's activities on the Property (or the activities of the Purchaser's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property);

(d) the presence or clean-up of Hazardous Substances on, in or under the Property to the extent the same was caused by Purchaser or Purchaser's affiliates, agents or employees; or

(e) any other fact, circumstance or event related to the Purchaser's performance hereunder, or which may otherwise arise from the Purchaser's ownership, use, possession, improvement, operation or disposition of the Property, regardless of whether such damages, losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, or before or after the conveyance of the Property.

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

Seller: City of Industry  
15625 Mayor Dave Way, Suite 100  
City of Industry, CA 91744  
Attention: Joshual Nelson, City Manager

with a copy to: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746

Purchaser: Rowland Water District  
3021 Fullerton Road  
Rowland Heights, CA 91748  
Attention: Tom Coleman, General Manager

With a copy to: Best Best & Krieger, LLP  
Attn: Joseph Byrne  
300 South Grand Ave., 25<sup>th</sup> Floor  
Los Angeles, CA 90071

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

5.5 Purchaser's Warranties. The Purchaser warrants and represents to the City and the Seller as follows:

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

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

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

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

5.7 Time of the Essence. Time is of the essence of this Agreement.

5.8 Attorneys' Fees. If any party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court. If the Seller, or the Purchaser, without fault, is made a party to any litigation instituted by or against the other party, such other party shall defend it against and save it harmless from all costs and expenses including reasonable attorney's fees incurred in connection with such litigation.

5.9 Reserved.

5.10 Approvals by the Seller and the Purchaser. Unless otherwise specifically provided herein, wherever this Agreement requires the Seller or the Purchaser to approve any contract, document, plan,

proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld, conditioned or delayed.

5.11 Reserved.

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

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

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

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

5.16 Representations of Seller. The Seller warrants and represents to the Purchaser as follows:

- (a) The Seller has full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement constitutes the valid and binding agreement of the Seller, enforceable in accordance with its terms subject to bankruptcy, insolvency and other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Seller is a party.
- (b) As of the Effective Date, the Seller has made available to Purchaser complete copies of all studies, reports, agreements, documents, instruments, environmental assessments,

surveys, soils reports, documents, plans, maps, permits and entitlements in Seller's possession (excluding only appraisals) concerning the Property.

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

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

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

(f) As of the Close of Escrow, there are no leases or other occupancy agreements affecting the Property which shall affect the Property on or following the Close of Escrow.

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

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

5.18 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

*[Signatures on Following Page]*



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

**PURCHASER**

ROWLAND WATER DISTRICT  
a California public water agency

By: \_\_\_\_\_  
Szu Pei Lu-Yang, President

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph Byrne

**SELLER**

CITY OF INDUSTRY

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

ATTEST:

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

APPROVED AS TO FORM:

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

## LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Form of Grant Deed
Exhibit "C"	Reserved
Exhibit "D"	Right of Entry and Access Agreement
Exhibit "E"	Reserved

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

LEGAL DESCRIPTION

**WELL SITE**

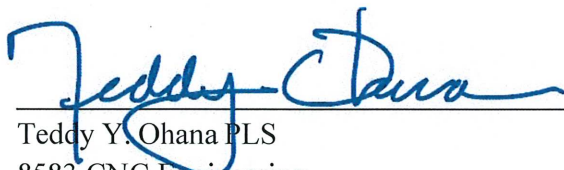
BEING A PORTION OF THAT CERTAIN LAND AS SHOWN ON A RECORD OF SURVEY IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 126, PAGE 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST EASTERLY CORNER OF SAID LAND, AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AZUSA AVENUE, VARIABLE WIDTH AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CHESTNUT STREET, 60.00 FOOT WIDE, AS SHOWN ON SAID MAP OF RECORD OF SURVEY, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 910.52 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 15° 22' 30" EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CHESTNUT STREET, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0° 13' 33", AN ARC DISTANCE OF 3.59 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 15° 08' 57" EAST; THENCE WESTERLY ALONG THE ARC OF SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 08° 43' 08", AN ARC DISTANCE OF 41.09 FEET TO **THE TRUE POINT OF BEGINNING**, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 06° 25' 49" EAST; THENCE WESTERLY CONTINUING ALONG LAST SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 26° 15' 35", AN ARC DISTANCE OF 123.75 FEET;

THENCE LEAVING SAID COMPOUND CURVE AND SOUTHERLY RIGHT-OF-WAY OF LINE OF CHESTNUT STREET, SOUTH 16° 40' 00" EAST, 82.79 FEET; THENCE NORTH 46° 20' 00" EAST, 135.59 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 5,580 SQUARE FEET OF LAND, (0.1281 ACRES), MORE OR LESS.

SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.



Teddy Y. Ohana PLS  
8583 CNC Engineering

Checked by: VS

January 26, 2022 Job No MP  
99-58

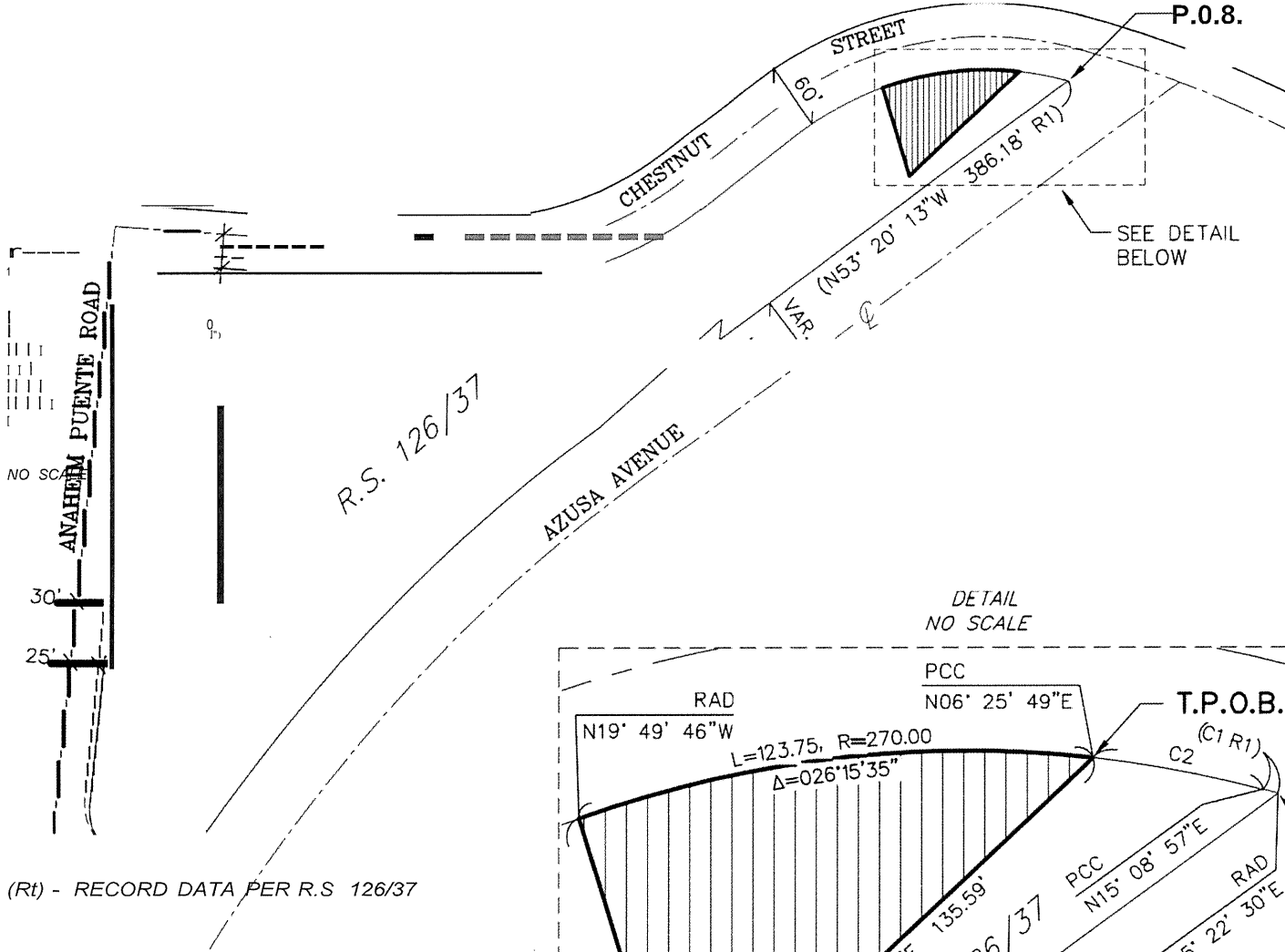
Legal

No. 950



# EXHIBIT

"B,,



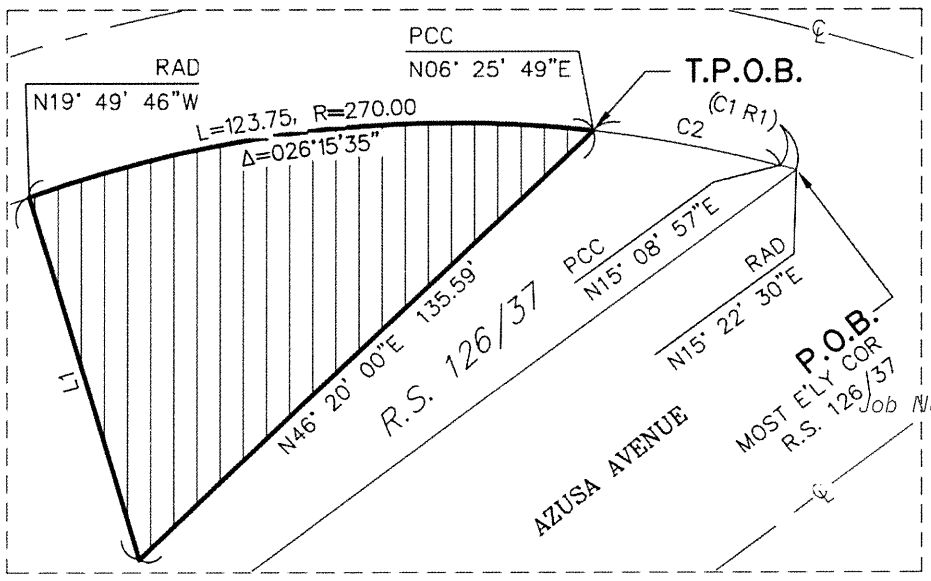
Line Table		
Line #	Direction	Length
L1	s15° 40' 00"E	82.79'

Curve Table			
Curve #	Radius	Delta	Length
(C1)	910.52'	0°13'33"	3.59'
C2	270.00'	8°43'08"	41.09'

(Rt) - RECORD DATA PER R.S. 126/37

Legal No.950

DETAIL  
NO SCALE



Job No. MI-99-011-f, January 20, 2002  
Prepared by:  
**CNC ENGINEERING**  
255 N. HACIENDA BLVD, Suite 222  
CITY OF INDUSTRY, CA. 91744  
Phone (626) 333-0336

**EXHIBIT "B"**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Industry  
15625 Mayor Dave Way, Suite 100  
City of Industry, California 91744  
Attention: Julie Gutierrez-Robles, City Clerk

---

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

**GRANT DEED**

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

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **CITY OF INDUSTRY** (the "**Grantor**"), hereby grants to **ROWLAND WATER DISTRICT**, a California public water agency, (the "**Grantee**"), that certain real property described in Exhibit A attached hereto (the "**Site**") and incorporated herein by this reference, together with all of Grantor's right title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase Agreement [804 S. Azusa Avenue] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of October \_\_, 2023, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

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

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

(a) The Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site, that after completion of the Project (as defined in the Agreement), the Grantee and the Grantee's transferees, successors and assigns, shall use the Site for any such uses as are allowed under applicable law.

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

(a) During Grantee's performance of the Agreement, it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS), or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the Purchaser agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

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

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:

CITY OF INDUSTRY

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

ATTEST:

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



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

State of California )  
County of Los Angeles )

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "C"**

**RESERVED**

## EXHIBIT “D”

### RIGHT OF ENTRY AND ACCESS AGREEMENT

**THIS RIGHT OF ENTRY AND ACCESS AGREEMENT** (herein called this “**Agreement**”) is made and entered into as of \_\_, 2023, by the **CITY OF INDUSTRY**, a municipal corporation (herein called “**Grantor**”), and **ROWLAND WATER DISTRICT**, a California public water agency (herein called “**Grantee**”).

#### WITNESSETH:

**WHEREAS**, Grantor is the owner of the real property located at 804 South Azusa Avenue, Industry, California and more particularly described in Exhibit “A”, which exhibit is attached hereto and incorporated herein by reference (herein called the “**Property**”);

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

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

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

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

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

#### **1. Access by Grantee.**

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

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

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

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

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

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

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

g. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered and deemed given in accordance with the notice provision in section 7.3 of the Purchase Agreement. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Any notice, demand, or request not received because of changed address or email address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of email transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

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

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

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

k. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation. This Agreement, together with the Purchase Agreement with all attachments and exhibits thereto, constitutes the entire understanding and agreement of the parties, and the foregoing integrate all of the terms and conditions mentioned herein and therein or incidental hereto or thereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof and thereof.

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

GRANTOR  
CITY OF INDUSTRY

GRANTEE  
ROWLAND WATER DISTRICT

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

By: \_\_\_\_\_  
Szu Pei Lu-Yang, President

ATTEST:

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

APPROVED AS TO FORM

APPROVED AS TO FORM

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

\_\_\_\_\_  
Joseph Byrne, General Counsel

**Exhibit A to Right of Entry and Access Agreement Legal**

**Description of Property**

**EXHIBIT "E"**

**RESERVED**



*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Sam Pedroza, Assistant City Manager  
**DATE:** October 12, 2023  
**SUBJECT:** Consideration of a Professional Services Agreement with California Consulting, Inc., for grant writing and management services, in the amount of \$64,750.00 through October 31, 2024

---

### BACKGROUND

California Consulting, Inc., ("California Consulting") is the largest grant writing firm in California. It provides comprehensive grant writing and management services for over 50 California cities, including Alhambra, Monrovia, Monterey Park, and Rosemead. California Consulting has developed an expertise in representing public agencies. It has secured over \$1.6 billion of grants for its clients in the areas of infrastructure, transportation, energy, public safety, climate, recreation, parks, and education.

### DISCUSSION

The City is interested in pursuing grant opportunities to pay for City projects and programs. Staff received a proposal from California Consulting to provide grant writing and management services on a monthly retainer basis. California Consulting will complete a needs assessment based on needs and priorities identified by Staff; research and regularly present to Staff a list of possible grant opportunities; and lead the grant application process including grant writing, tracking, monitoring, and reporting services.

Staff recommends the City Council approve the Professional Services Agreement with California Consulting to provide grant writing and management services through October 31, 2024, to allow the City to apply for various grant opportunities.

### FISCAL IMPACT

The cost is \$4,750.00 a month plus a maximum of \$3,000.00 for reimbursable materials, for a not-to-exceed amount of \$64,750.00 through October 31, 2024. In Fiscal Year 2023/2024 budget, \$300,000.00 was approved for General Fund -- Other Contract Services -- Professional Services. No appropriations are required at this time (Account No. 100-624-5120.01).

### RECOMMENDATION

Staff recommends that the City Council approve the Professional Services Agreement with California Consulting, Inc., in the amount of \$64,750.00.

---

Attachments

Professional Services Agreement with California Consulting, Inc. dated October 12, 2023

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of October 12, 2023, (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and California 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 October 31, 2024, 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 grant writing and administration 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 Sixty Four Thousand Seven Hundred Fifty Dollars (\$64,750.00) 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 represents and warrants that it is aware of the requirements of Assembly Bill 5, Worker Status: Employees and Independent Contractors, effective January 1, 2020, including the provisions set forth in California Labor Code Section 2750.3. Consultant agrees to fully comply with the provisions of AB 5 and Labor Code Section 2750.3. Consultant shall indemnify, defend and hold harmless, the City and its elected and appointed 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 the provisions of AB 5 and/or Labor Code Section 2750.3.

## **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: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13300 Crossroads Parkway North, Suite 410  
City of Industry, CA 91746

To Consultant: California Consulting, Inc.  
214 Main Street, Suite 102  
El Segundo, CA 90245  
Attention: Steve Samuelian, CEO

**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 and 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”**  
**California Consulting, Inc.**

By: \_\_\_\_\_  
Joshua Nelson, City Manager

By: \_\_\_\_\_  
Steve Samuelian, CEO

**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:

1. **Needs Assessment (Meetings with Department Heads to review priorities and funding needs):** Consultant shall conduct an in-depth Needs Assessment for the City. Consultant will assign City with a lead Project Manager. The Project Manager will communicate regularly with the City and on an ongoing basis. This relationship building between the City and the Consultant is key to keeping the grants pursued on target with the City's overall goals.
2. **Facilitation of Department Decision Making Processes:** City's assigned Project Manager shall assist City staff in deciding which grants make the most sense to meet the funding needs identified.
3. **Grant Research and Identification:** Consultant's Project Managers shall conduct thorough research on an ongoing basis. Consultant will track current and upcoming grants, advise City on available grants, and recommend grants based on City's needs. By regularly tracking grant announcements, Consultant will present grant opportunities to the City as soon as they are released. Consultant will provide City with a monthly Grant Activity Report detailing the grants available, grants in progress and grants submitted. Consultant will provide City with available grant opportunities on an ongoing basis.
4. **City's Commitment:** As Consultant identifies grants that meet the City's needs and funding priorities, the Consultant's Project Manager will advise the City of the estimated time commitment required from City staff.
5. **Grant Preparation Process:** When City Staff and Consultant agree to pursue a grant, a checklist and schedule will be developed. The checklist and schedule will include City responsibilities and submission deadlines. Consultant requires City Staff to be involved in the grant preparation process and to provide the requested and required information. Consultant shall write all sections of the grant applications and proposals. Consultant's Project Manager will provide the City with grant portions along the way to review for content accuracy. City engagement in this process results in a higher quality application. Consultant retains copies of all grants submitted. Successful grant applications are used by the Consultant as a guide for future grants. Below is a list of general tasks for the Consultant's grant process:
  - a) Create a task timeline with due dates
  - b) Ensure the proposed project meets the City's requirements
  - c) Review similar successful grant applications and apply where possible
  - d) Collect information on the project

- e) Meet with City Staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
  - f) Obtain letters of support when necessary
  - g) Draft proposals and send to City for review
  - h) Incorporate City edits in final drafts
  - i) Submit completed application before the deadline
  - j) Monitor funding agency until grant awards are announced
6. **Quality Assurance:** Consultant's Grant Managers will meet individually with their Project Manager to review the City's needs. These meetings will thoroughly discuss the City's needs, what grants are being worked on and what additional grants may be a good fit. Consultant ensures the best quality product before the grant application is submitted.
  7. **Facilitation of Partnership Meetings:** Consultant's Project Managers will arrange and schedule meetings with key City personnel to review all grants prior to submission to ensure application accuracy.
  8. **Timely Submission:** Consultant will create a precise timeline to ensure the grant is submitted on time. This timeline captures the submission deadline, and other deadlines to obtain the information needed for a quality submission.
  9. **Funding Agency Monitoring:** Consultant will monitor the Funding Agency until grant awards are announced.
  10. **Grant Administration:** Some grants require post award compliance, reporting and administration. Consultant will prepare required reports and submit them by the required due date. Grant administration services are included in the monthly retainer.
  11. **Monthly Progress Reporting:** Consultant shall prepare a monthly report reflecting grants in progress, grants submitted, and grants awarded. This will provide the City with a clear report of the Consultant's work.

EXHIBIT B  
RATE SCHEDULE

Services	Contract Cost
Monthly Retainer Services	\$4,750.00/month
Reimbursable Expenses	\$3,000.00
<b>Total</b>	<b>\$64,750.00</b>

Reimbursable Expenses: with prior written approval from the City Manager, print fees, economy travel expenses, postage, etc. will be billed at direct cost in addition to the above fees with a limit of \$3,000.00.

## 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. 6.6



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Mathew Hudson, Engineering Manager; Chris Lum, Construction Manager, CNC Engineering  
**DATE:** October 12, 2023  
**SUBJECT:** Consideration of Deductive Change Order No. 4, in the amount of \$27,436.87, and Notice of Completion for Contract No. CITY-1477 FY 21-22 Citywide Signing and Striping Improvements

---

### BACKGROUND

On January 13, 2022, the City Council awarded Contract No. CITY-1477, 2021-2022 Citywide Signing and Striping Improvements to Superior Pavement Markings, Inc., in the amount of \$393,086.15. This project consisted of removing existing traffic striping, and installation of minimum six (6) inches of durable, thermoplastic striping on eleven (11) City streets, to improve driver awareness while on the roads and increase driver and pedestrian safety on City streets.

### DISCUSSION

As of March 6, 2023, the City Manager approved Change Order No. 1 in the amount of \$17,348.00:

- **Change Order No. 1** -- Costs in the amount of \$17,348.00 were approved to furnish and install 3M pavement marking tape required by Caltrans to obtain their permit.

As of March 6, 2023, the City Manager approved Change Order No. 2 in the amount of \$5,539.75:

- **Change Order No. 2** -- Costs in the amount of \$5,539.75 were approved to add a new four way stop at Hudson Avenue and Stafford Street.

As of July 13, 2023, the City Manager approved Change Order No. 3 in the amount of \$8,698.00:

- **Change Order No. 3** -- Costs in the amount of \$8,698.00 were approved to reimburse the contractor to obtain permits from the County of Los Angeles Department of Public Works and the California Department of Transportation to work in their jurisdiction.

Final Field quantities have been measured and verified.

- **Change Order No. 4** - Final quantities have been completed and the underruns and overruns are as follows:

**Underruns** -- (represented in parentheses)

Bid Item No. 3 -- Remove "End" R81b(Ca) Sign, \$50.00/EA x 1/EA = (\$50.00)

Bid item No. 4 -- Install 6" Dashed White Striping per Caltrans Std. Plan A20a, Detail 12 (thermoplastic),  $\$0.60/\text{LF} \times 8,851.00/\text{LF} = (\$5,310.60)$

Bid Item No. 5 -- Install 6" Dashed White Striping Per Caltrans Std. Plan A20a, Detail 9 (thermoplastic),  $\$0.60/\text{LF} \times 6,161/\text{LF} = (\$3,696.60)$

Bid Item No. 6 -- Install 8" White Channelizing Stripe Per Caltrans Std. Plan Rsp A20d, Detail 38 (thermoplastic),  $\$1.65/\text{LF} \times 3,854/\text{LF} = (\$6,359.10)$

Bid Item No. 8 -- Install 6" Yellow Dual Left Turn Lane Per Caltrans Std. Plan Rsp A20b, Detail 32 (thermoplastic),  $\$1.55/\text{LF} \times 104/\text{LF} = (\$161.20)$

Bid Item No. 9 -- Install 6" Double Yellow Median Island Per Caltrans Std. Plan Rsp A20b, Detail 29 (thermoplastic),  $\$1.65/\text{LF} \times 4/\text{LF} = (\$6.60)$

Bid Item No. 10 -- Install 8" Solid White Striping (thermoplastic),  $\$3.40/\text{LF} \times 228/\text{LF} = (\$775.20)$

Bid Item No. 11 -- Install Left Arrow Per Caltrans Std. Plan A24a, Type Iv (L) Arrow (thermoplastic),  $\$90.00/\text{EA} \times 15/\text{EA} = (\$1,350.00)$

Bid Item No. 12 -- Install Right Arrow Per Caltrans Std. Plan A24a, Type Iv (R) Arrow (thermoplastic),  $\$90.00/\text{EA} \times 13/\text{EA} = (\$1,170.00)$

Bid Item No. 13 -- Install White "Stop" Per Caltrans Std. Plan A24d, (thermoplastic),  $\$225.00/\text{EA} \times 5\text{EA} = (\$1,125.00)$

Bid Item No. 16 -- Install 6" White Lane Line Extension Per Caltrans Std. Plan Rsp A20d, Detail 40,  $\$1.03/\text{LF} \times 210/\text{LF} = (216.30)$

Bid Item No. 17 -- Install 10' White Straight Arrow Per Caltrans Std. Plan A24a, Type I (thermoplastic),  $\$140.00/\text{EA} \times 10/\text{EA} = (\$1,400.00)$

Bid Item No. 19 -- Install 8" White Lane Drop Striping Per Caltrans Std. Plan Rsp A20c, Detail 37b (thermoplastic),  $\$1.15/\text{LF} \times 713/\text{LF} = (\$819.95)$

Bid Item No. 20 -- Install Pavement Markers At Left Edge Line Per Caltrans Std. Plan Rsp A20b, Detail 26 (thermoplastic),  $\$0.25/\text{LF} \times 7,968/\text{LF} = (\$1,992.00)$

Bid Item No. 21 -- Install 18' White Right Lane Drop Arrow Per Caltrans Std. Plan A24a, Type VI Arrow (thermoplastic),  $\$200.00/\text{EA} \times 5/\text{EA} = (\$1,000.00)$

Bid Item No. 23 -- Install White "Ahead" Per Caltrans Std. Plan A24d, (thermoplastic),  $\$360.00/\text{EA} \times 6/\text{EA} = (\$2,160.000)$

Bid Item No. 27 -- Install 5' White "Bike Lane Arrow" Per Caltrans Std. Plan A24a (thermoplastic),  $\$50.00/\text{EA} \times 1/\text{EA} = (\$50.00)$

Bid Item No. 28 -- Install 4" White Parking Stalls (2 coats Paint),  $\$0.80/\text{LF} \times 514/\text{LF} = (\$411.20)$

Bid Item No. 29 -- Install White "Signal" Per Caltrans Std. Plan A24d (thermoplastic),  $\$340.00/\text{EA} \times 2/\text{EA} = (\$680.00)$

Bid Item No. 30 -- Install White "Keep" Per Caltrans Std. Plan Rsp A24e (thermoplastic),  $\$240.00/\text{EA} \times 2/\text{EA} = (\$480.00)$

Bid Item No. 33 -- Install Yellow Median Nose (2 coats paint), \$4.31/LF x 2/LF = (\$8.62)

Total Amount of Underruns = (\$29,222.37)

**Overruns --**

Bid Item No. 7 -- Install 6" Double Yellow Stripe Per Caltrans Std. Plan A20a, Detail 22 (thermoplastic), \$1.65/LF x 194/LF = \$320.10

Bid Item No. 14 -- Install 12" White Limit Line (Stop Line) Per Caltrans Std. Plan Rsp A24e (thermoplastic), \$3.00/SF x 172/SF = \$516.00

Bid Item No. 15 -- Install 12" White Crosswalk Per Caltrans Std. Plan A24f, Basic Crosswalk (13' C/C Typ.), \$3.00/SF x 295/SF = \$885.00

Bid Item No. 24 -- Install 6" White Bike Lane Line Per Caltrans Std. Plan Rsp A20d, Detail 39 (thermoplastic), \$1.15/LF x 56/LF = \$64.40

Total Amount of Overruns = \$1,785.50

Total Amount of Deductive Change Order No. 4 is (\$29,222.37) - \$1,785.50 = \$27,436.87

As of October 12, 2023, Staff has determined that all work has been completed.

**FISCAL IMPACT**

Table 1 - Summary of Extra Costs

Contract Amount	\$393,086.15
Change Order No. 1	\$17,348.00
Change Order No. 2	\$5,539.75
Change Order No. 3	\$8,698.00
Change Order No. 4	(\$27,436.87)
<b>Revised Project Cost</b>	<b>\$397,235.03</b>

The revised contract amount, including Change Order Nos. 1 through 4, totals \$397,235.03. In the adopted Fiscal Year 2023/2024 Capital Improvement Project budget, \$250,000.00 was approved for this project (Account No. 120-702-5205, MP 21-06). Additionally, the City Council authorized the City Manager to approve change orders up to ten percent of the contract amount. Change orders to date total \$4,148.88, which represents 1.06 % of the contract amount. No additional appropriations are necessary.

**RECOMMENDATION**

1. Approve and execute Deductive Change Order No. 4 in the amount of \$27,436.87.
  2. Accept the work performed by Superior Pavement Markings, Inc in the amount of \$397,235.03; and
  3. Authorize the Mayor or her designee to execute the Notice of Completion attached here as Attachment B; and
  4. Authorize the City Clerk to file a Notice of Completion for this project.
-

**Attachments**

A. Deductive Change Order No. 4 dated October 12, 2023

B. Notice of Completion, dated October 12, 2023

CITY OF INDUSTRY

CHANGE ORDER

15651 Mayor Dave Way  
 City of Industry, CA 91744  
 (626)333-2211

Change Order No. 4

Project 21-22 Citywide Signing and Striping Improvements Contract No. CITY-1477 Date 10/12/2023

Type Project Signing and Striping Contractor Superior Pavement Markings, Inc.

Location Various Locations Throughout the City

Explanation:

Underruns and Overruns.

Extra Work by: X Contract Items Negotiated T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Underruns	1	\$ (29,222.37)	\$ (29,222.37)	
1	Overruns	1	\$ 1,785.50	\$ 1,785.50	
<b>TOTAL COST</b>				<b>\$</b>	<b>(27,436.87)</b>

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
<b>CHANGE ORDER SUMMARY</b>	% of Contract Amount
Original Contract Amount \$ 393,086.15	Other Additive (Profit & Bond Fee)
Total Previous Change Orders \$ 31,585.75 8.04%	Total T & M \$ -
Total Change Orders \$ 4,148.88 1.06%	Pay This CHANGE ORDER (\$27,436.87) -6.98%

Authorized by \_\_\_\_\_ Additional Contract Days 0

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Mathew Hudson Oct 2, 2023  
 Contractor Representative Date  
Mathew Hudson 10/3/23  
 Mathew Hudson, Engineering Manager Date

Chris Lum Joshua Nelson, City Manager Date  
Chris Lum Oct 3, 2023  
 Chris Lum, Construction Manager Date





## CITY OF INDUSTRY

- Civic-Recreational-Industrial Authority  
 Industry Public Utilities Commission  
 Successor Agency to the Industry Urban-Development Agency  
 15625 Mayor Dave Way, City of Industry, CA 91744

### Notification of Construction Completion

2021-2022 Citywide Signing and

Project: Striping Improvements

Date: October 12, 2023

Contract

Contract No.: CITY-1477

### Contractor: Superior Pavement Markings

As a result of an inspection conducted on 08/28/2023 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	Darren Veltz Printed Name	 Signature	CFO Title	Oct 2, 2023 Date
Recommended by Project Engineer	Upendra Joshi Printed Name	 Signature	Project Engineer Title	Oct 3, 2023 Date
Recommended by Project Inspector	William Rojas Printed Name	 Signature	Project Inspector Title	Oct 3, 2023 Date
Recommended by Project Manager	Chris Lum Printed Name	 Signature	Construction Manager Title	Oct 3, 2023 Date
Recommend by Public Agency	Mathew Hudson Printed Name	 Signature	Engineering Manager Title	10/31/23 Date
Approved by Public Agency	Joshua Nelson Printed Name	 Signature	City Manager Title	 Date












# CITY-1477 - Change Order No. 4 - C. Lum


Final Audit Report

2023-10-03


Created:	2023-10-02
By:	Andrea Salazar (asalazar@cityofindustry.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMuU6JmQzHsBin9zAnv_JgMKCv92MBawG


## "CITY-1477 - Change Order No. 4 - C. Lum" History

-  Document created by Andrea Salazar (asalazar@cityofindustry.org)  
2023-10-02 - 9:40:30 PM GMT
-  Document emailed to Darren Veltz (darren@superiorpavementmarkings.com) for signature  
2023-10-02 - 9:43:24 PM GMT
-  Email viewed by Darren Veltz (darren@superiorpavementmarkings.com)  
2023-10-02 - 10:00:27 PM GMT
-  Document e-signed by Darren Veltz (darren@superiorpavementmarkings.com)  
Signature Date: 2023-10-02 - 10:01:07 PM GMT - Time Source: server
-  Document emailed to Upendra Joshi (ujoshi@cnc-eng.com) for signature  
2023-10-02 - 10:01:08 PM GMT
-  Email viewed by Upendra Joshi (ujoshi@cnc-eng.com)  
2023-10-03 - 4:12:01 PM GMT
-  Document e-signed by Upendra Joshi (ujoshi@cnc-eng.com)  
Signature Date: 2023-10-03 - 4:12:17 PM GMT - Time Source: server
-  Document emailed to wrojas@cnc-eng.com for signature  
2023-10-03 - 4:12:19 PM GMT
-  Email viewed by wrojas@cnc-eng.com  
2023-10-03 - 4:21:06 PM GMT
-  Signer wrojas@cnc-eng.com entered name at signing as William Rojas  
2023-10-03 - 4:21:46 PM GMT
-  Document e-signed by William Rojas (wrojas@cnc-eng.com)  
Signature Date: 2023-10-03 - 4:21:48 PM GMT - Time Source: server

 Document emailed to Chris Lum (clum@cnc-eng.com) for signature  
2023-10-03 - 4:21:49 PM GMT

 Email viewed by Chris Lum (clum@cnc-eng.com)  
2023-10-03 - 4:23:38 PM GMT

 Document e-signed by Chris Lum (clum@cnc-eng.com)  
Signature Date: 2023-10-03 - 4:27:19 PM GMT - Time Source: server

 Agreement completed.  
2023-10-03 - 4:27:19 PM GMT

*CITY COUNCIL*

ITEM NO. 6.7



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Mathew Hudson, Engineering Manager; Gerardo Perez, Sr. Construction Manager.  
CNC Engineering  
**DATE:** October 12, 2023  
**SUBJECT:** Consideration of Closeout Deductive Change Order No. 5 and Notice of Completion for Contract No. CITY-1485, Rowland Street Reconstruction from Hatcher Avenue to Lawson Street, with Sequel Contractors, Inc.

---

### BACKGROUND

On July 28, 2022, the City Council awarded Contract No. CITY-1485, Rowland Street Reconstruction from Hatcher Avenue to Lawson, to Sequel Contractors, Inc., in the amount of \$2,789,192.50. The City Council also authorized the City Manager to approve change orders up to ten percent of the contract amount. The scope of work involved removal and reconstruction of the pavement on Rowland Street including the removal of existing asphalt concrete pavement and aggregate base and placement of Cold Central Plant Recycled Asphalt Concrete Pavement ("CCPRACP") on Cement Stabilized Pulverized Subgrade ("CSPS"). The work also included clearing and grubbing, tree removal, curb and gutter repair, sidewalk installation, curb ramp reconstruction, and pavement markers, markings, and striping.

### DISCUSSION

On January 26, 2023, the City Council approved the following change order in the total amount of \$414,492.83:

- **Change Order No. 1** -- Costs in the amount of \$414,492.83 for installation of two fiber optic conduits approximately 3,639 lineal feet, placement of 7,768 lineal feet of 3-inch Schedule 40 conduit and eight pull boxes. It also included installation of 13 streetlight foundations, electrical conduit and handholes

On September 28, 2023, the City Council approved the following change orders in the total amount of \$86,392.70:

- **Change Order No. 2** -- Costs in the amount of \$29,868.83 for installation of 331 lineal feet of handrail between Ajax and Lawson Street on the northside of Rowland Street.
- **Change Order No. 3** -- Costs in the amount of \$47,564.81 for stabilization of some areas where compaction could not be attained. Stabilization included removal of wet material, placement of geogrid fabric and placement of compacted crushed aggregate base.
- **Change Order No. 4** -- Costs in the amount of \$8,869.06 to enhance the visibility of the thermoplastic striping with installation of Wet Night Enhanced beads.

Final Field quantities have been measured and verified.

- **Change Order No. 5** -- Final quantities have been completed and the underruns and overruns are as follows:

**Underruns** -- *(represented in parentheses)*

Bid Item No. 5 -- Cold Central Plant Recycled AC Pavement, \$57.00/TON x 141.47 TONS = (\$8,063.79)

Bid Item No. 6 -- Emulsified Recycling Agent, \$800.00/TON x 15 TONS = (\$12,000.00)

Bid Item No. 7 -- Imported Reclaimed Asphalt Concrete, \$60.00/TON x 515 TONS = (\$30,900.00)

Bid Item No. 8 -- Portland Cement for CSPS, \$200.00/TON x 60 TONS = (\$12,000.00)

Bid Item No. 10 -- Portland Cement for CCPRACP, \$200.00/TON x 3.02 TONS = (\$604.00)

Bid Item No. 14 -- Cold Milling AC Pavement, \$5.00/SY x 100 SY = (\$500.00)

Bid Item No. 16 -- Crushed Aggregate Base, \$250.00CY x 2 CY = (\$500.00)

Bid Item No. 17 -- Utility Potholing, \$1,700.00/EA x 1 EA = \$1,700.00

Bid Item No. 18 -- Sawcut and Remove PCC Curb & Gutter, \$33.00/LF x 304.5 LF = (\$10,048.50)

Bid Item No. 23 -- Construct 4" PCC sidewalk, \$11.00/SF x 186.50 SF = (\$2,051.50)

Bid Item No. 24 -- Construct PCC Curb and Gutter, \$50.00/LF x 305.5 LF = (\$15,225.00)

Total Amount of Underruns = (\$93,592.78)

**Overruns** --

Bid Item No. 4 -- Existing AC Pavement Removal, \$9.50/TON x 720.75TON = \$6,847.13

Bid Item No. 8 -- Cement Stabilized Pulverized Subgrade, \$8.00/SY x 1,084.00 SY = \$8,672.00

Bid Item No. 11 -- Unclassified Excavation Roadway Export, \$50.00/CY x 479.00 CY = \$23,950.00

Bid Item No. 15 -- Construct AC Pavement, \$100.00/TON x 76.39 TONS = \$7,639.00

Bid Item No. 19 -- Sawcut & Remove PCC Sidewalk, \$6.00/SF x 622 SF = \$3,732.00

Bid Item No. 27 -- Adjust Sewer MH Frame & Cover - \$3,000.00/EA x 2 EA = \$6,000.00

Bid Item No. 32 -- Install Traffic Signal Loop Detectors - \$350.00/EA x 24 EA = \$8,400.00

Bid Item No. 35 -- Adjust Water Valve/Meter Box and Cover to Grade, \$1,500/EA x 4 EA = \$6,000.00

Total Amount of Overruns = \$71,240.13

Total Amount for Closeout Change Order No. 5 is \$71,240.13 -- (\$93,592.78) = (\$22,352.65)

As of August 11, 2023, Staff has determined that all reconstruction of the asphalt concrete pavement including curb and gutter repair, sidewalk installation, curb ramp reconstruction, and pavement markers, markings, and striping is complete. In addition, two fiber optic lines and electrical lines have been installed including street light foundations.

## FISCAL IMPACT

Table 1 - Summary of Extra Costs

Contract Amount	\$2,789,192.50
Change Order No. 1	\$414,492.83
Change Order No. 2	\$29,868.83
Change Order No. 3	\$47,564.81
Change Order No. 4	\$8,869.06
Change Order No. 5	(\$22,352.65)
<b>Revised Project Cost</b>	<b>\$3,267,635.38</b>

The fiscal impact for Change Orders Nos. 1 through 5 is \$478,442.88. In the adopted Fiscal Year 2023/2024 Capital Improvement Project budget, \$2,000,000.00 is approved for this project (Account No. 120-702-5205) (MP 10-15). Change Orders total \$478,442.88, which represents 17.15% of the contract. No additional appropriations are necessary.

## RECOMMENDATION

1. Approve and execute Deductive Change Order No. 5 in the amount of (\$22,352.65); and
2. Accept the work performed by Sequel Contractors, Inc. in the amount of \$3,267,635.38; and
3. Authorize the Mayor or her designee to execute the Notice of Completion attached here as Exhibit B; and
4. Authorize the City Clerk to file a Notice of Completion for this project

---

### Attachments

- A. Deductive Change Order No. 5 dated October 12, 2023
- B. Notice of Completion, dated October 12, 2023

15651 Mayor Dave Way  
City of Industry, CA 91744  
(626)333-2211

Change Order No. 5

Project Rowland Street Reconstruction Hatcher  
Ave to Lawson Street

Contract No. CITY-1485

Date 10/12/2023

Type  
Project Street Reconstruction

Contractor Sequel Contractors, Inc.

Location Rowland Street

Explanation:

Final measured field quantities - overrun and underruns

Extra Work by: X  
Contract Items

          
Negotiated

          
T & M

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Final Quantities - Overruns	1	\$ 71,240.13	\$ 71,240.13	
2	Final Quantities - Underruns	1	\$ (93,592.78)	\$ (93,592.78)	
<b>TOTAL COST</b>				<b>\$ (22,352.65)</b>	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
<b>CHANGE ORDER SUMMARY</b>	% of Contract Amount	Other Additive (Profit & Bond Fee)	
Original Contract Amount	\$ 2,789,192.50	Total T & M	\$ -
Total Previous Change Orders	\$ 500,795.53 17.95%		
Total Change Orders	\$ 478,442.88 17.15%	Pay This CHANGE ORDER	\$ (22,352.65) -0.80%

Authorized by \_\_\_\_\_

Additional Contract Days \_\_\_\_\_

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

Mathew Hudson 09/26/2023  
Date  
Mathew Hudson - Engineering Manager 9/27/23  
Date

Gerardo Perez 9/28/23  
Date  
Joshua Nelson - City Manager  
Gerardo Perez Sr. Construction Manager 09/27/2023  
Date





## CITY OF INDUSTRY

- Civic-Recreational-Industrial Authority  
 Industry Public Utilities Commission  
 Successor Agency to the Industry Urban-Development Agency  
 15625 Mayor Dave Way, City of Industry, CA 91744

### Notification of Construction Completion

#### Rowland Street Reconstruction

**Project:** From Hatcher Avenue to Lawson Street

**Date:** October 12, 2023

**Contract**

**Contract No.:** CITY-1485

#### Contractor: Sequel Contractors, Inc.

As a result of an inspection conducted on 08/11/2023 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	Mike Mahler Printed Name	 Mike Mahler (Sep 26, 2023 14:55 PDT) Signature	Project Manager Title	09/26/2023 Date
Recommended by Project Engineer	Arlene Lopez Printed Name	 Arlene Lopez (Sep 26, 2023 15:42 PDT) Signature	Project Engineer Title	09/26/2023 Date
Recommended by Project Inspector	Ashcon Malganji Printed Name	 Ashcon Malganji (Sep 26, 2023 18:04 PDT) Signature	Project Inspector Title	09/26/2023 Date
Recommended by Project Manager	Gerardo Perez Printed Name	 Gerardo Perez (Sep 27, 2023 08:55 PDT) Signature	Sr. Construction Manager Title	09/27/2023 Date
Recommend by Public Agency	Mathew Hudson Printed Name	 Signature	Engineering Manager Title	9/27/23 Date
Approved by Public Agency	Joshua Nelson Printed Name	Signature	City Manager Title	Date











# CITY-1485 - Change Order No. 5 & NOC- for signature


Final Audit Report


2023-09-27


Created:	2023-09-26
By:	Andrea Salazar (asalazar@cityofindustry.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK-C6GRhdGeSJZHJanPbUcXh-gAFAPL0


## "CITY-1485 - Change Order No. 5 & NOC- for signature" History

-  Document created by Andrea Salazar (asalazar@cityofindustry.org)  
2023-09-26 - 9:34:04 PM GMT
-  Document emailed to Mike Mahler (mike@sequelcontractors.com) for signature  
2023-09-26 - 9:37:16 PM GMT
-  Email viewed by Mike Mahler (mike@sequelcontractors.com)  
2023-09-26 - 9:54:01 PM GMT
-  Document e-signed by Mike Mahler (mike@sequelcontractors.com)  
Signature Date: 2023-09-26 - 9:55:08 PM GMT - Time Source: server
-  Document emailed to Arlene Lopez (alopez@cnc-eng.com) for signature  
2023-09-26 - 9:55:09 PM GMT
-  Email viewed by Arlene Lopez (alopez@cnc-eng.com)  
2023-09-26 - 10:42:11 PM GMT
-  Document e-signed by Arlene Lopez (alopez@cnc-eng.com)  
Signature Date: 2023-09-26 - 10:42:54 PM GMT - Time Source: server
-  Document emailed to Ashcon Malganji (amalganji@cnc-eng.com) for signature  
2023-09-26 - 10:42:57 PM GMT
-  Email viewed by Ashcon Malganji (amalganji@cnc-eng.com)  
2023-09-27 - 1:03:16 AM GMT
-  Document e-signed by Ashcon Malganji (amalganji@cnc-eng.com)  
Signature Date: 2023-09-27 - 1:04:37 AM GMT - Time Source: server

 Document emailed to Gerardo Perez (gperez@cnc-eng.com) for signature  
2023-09-27 - 1:04:38 AM GMT

 Email viewed by Gerardo Perez (gperez@cnc-eng.com)  
2023-09-27 - 3:55:19 PM GMT

 Document e-signed by Gerardo Perez (gperez@cnc-eng.com)  
Signature Date: 2023-09-27 - 3:55:46 PM GMT - Time Source: server

 Agreement completed.  
2023-09-27 - 3:55:46 PM GMT