

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

OCTOBER 26, 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.

At the time of publication, no Councilmembers intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 219 635 019 361

Meeting Passcode: ecJzqT

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 295 354 772#

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

6. **CONSENT CALENDAR**

- 6.1 Consideration of the Register of Demands for October 26, 2023

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

- 6.2 Consideration of Amendment No. 3 to the License Agreement with Pacific Crest Youth Arts Organization, for Access to Assessor's Parcel Number 8264-004-908, located at 1123 South Hatcher Avenue

RECOMMENDED ACTION: *Approve Amendment No. 3*

- 6.3 Consideration of a Facilities Use Agreement with Delhaven Community Center, for access to the parking lot located at the Workman and Temple Homestead Museum, to utilize for a fundraising event

RECOMMENDED ACTION: *Approve the Facilities Use Agreement*

- 6.4 Consideration of the cancellation of the November 23, 2023, and December 28, 2023, regular City Council Meetings and the closure of City Hall from December 22, 2023, through January 1, 2024

RECOMMENDED ACTION: *Cancel the November 23, 2023, and December 28, 2023, regular City Council Meetings and authorize the closure of City Hall from December 22, 2023, through January 1, 2024.*

- 6.5 Consideration of a Settlement Agreement and Release in *CITY OF INDUSTRY V. ABRAHAM CRUZ*, Los Angeles Superior Court No. 20STCV25407

RECOMMENDED ACTION: *Approve the Settlement Agreement and Release*

- 6.6 Consideration of Amendment No. 3 to the Memorandum of Agreement with the San Gabriel Valley Council of Governments, to award funding from the San Gabriel Valley Slower, Safer Streets Program

RECOMMENDED ACTION: Approve the Amendment.

7. **ACTION ITEMS**

- 7.1 Quarterly Update on the Homestead Museum

RECOMMENDED ACTION: Receive and file.

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION**

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

Property:	1548 S Azusa Avenue; 8265-004-045
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	1600 Azusa SB One LLC, 1552 Azusa One LLC, 1552 Azusa Two LLC, 1552 Azusa Three LLC
Under Negotiation:	Price and terms of payment

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, November 9, 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 26, 2023**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,256,911.75
103	PROP A FUND	14,009.78
107	MEASURE W FUND	46,865.94
120	CAPITAL IMPROVEMENTS	3,632,414.43
TOTAL ALL FUNDS		5,950,201.90

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	3,346.32
PROP/A	PROP A - CKING ACCOUNT	14,009.78
M/W	MEASURE W - CKING ACCOUNT	46,865.94
WFBK	WELLS FARGO - CKING ACCOUNT	5,885,979.86
TOTAL ALL BANKS		5,950,201.90

APPROVED PER CITY MANAGER



DATE



**CITY OF INDUSTRY
BANK OF AMERICA
October 26, 2023**

Check	Date		Payee Name	Check Amount	
CITYGEN.CHK - City General					
WT1340	09/20/2023		10/11/2023	CAL-PERS	(\$62,250.43)
	Invoice	Date	Description		Amount
	OCTOBER 2023	09/20/2023	VOIDED-INCORRECT AMOUNT		
			CALPERS MEDICAL PREMIUM FOR OCT 2023		(\$62,250.43)
WT1343	09/20/2023		09/30/2023	CAL-PERS	\$59,661.44
	Invoice	Date	Description		Amount
	OCTOBER 2023-A	09/20/2023	CALPERS MEDICAL PREMIUM FOR OCT 2023		\$59,661.44
WT1344	10/12/2023			JOHN HANCOCK USA	\$5,935.31
	Invoice	Date	Description		Amount
	9/16-9/29/23	10/12/2023	PARS CONTRIBUTION FOR 9/16-9/29/23		\$5,935.31

Checks	Status	Count	Transaction Amount
	Total	3	\$3,346.32

CITY OF INDUSTRY

PROP A

October 26, 2023

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90527	10/26/2023		INDUSTRY SECURITY SERVICES	\$13,312.80
	Invoice	Date	Description	Amount
	310	06/16/2023	SECURITY SVC-METROLINK	\$2,580.00
	406	07/28/2023	SECURITY SVC-METROLINK	\$2,683.20
	443	08/11/2023	SECURITY SVC-METROLINK	\$2,683.20
	607	09/29/2023	SECURITY SVC-METROLINK	\$2,683.20
	638	10/06/2023	SECURITY SVC-METROLINK	\$2,683.20
90528	10/26/2023		JANUS PEST MANAGEMENT	\$65.00
	Invoice	Date	Description	Amount
	264199	10/09/2023	PEST SVC-METROLINK	\$65.00
90529	10/26/2023		SO CAL INDUSTRIES	\$103.00
	Invoice	Date	Description	Amount
	654337	10/03/2023	RR RENTAL-METROLINK	\$103.00
90530	10/26/2023		VALLEY VISTA SERVICES, INC	\$528.98
	Invoice	Date	Description	Amount
	5447757	10/01/2023	DISP SVC-METROLINK	\$528.98

Checks	Status	Count	Transaction Amount
	Total	4	\$14,009.78

CITY OF INDUSTRY

MEASURE W

October 26, 2023

Check	Date	Payee Name		Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking				
300057	10/26/2023	ANNEALTA GROUP		\$44,460.00
Invoice	Date	Description	Amount	
2970	10/02/2023	STORMWATER COMPLIANCE-SEP 2023	\$44,460.00	
300058	10/26/2023	L A COUNTY DEPT OF PUBLIC WORKS		\$2,405.94
Invoice	Date	Description	Amount	
SA240000026	09/26/2023	FY 22/23 CITY'S SHARE OF IMPLEMENTATION-UPPER SAN GABRIEL RIVER	\$2,405.94	

Checks	Status	Count	Transaction Amount
	Total	2	\$46,865.94

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
October 26, 2023

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
79912	02/03/2023		SOUTHERN CALIFORNIA EDISON	(\$175.97)
	Invoice	Date	Description	Amount
	2023-00001285	01/20/2023	12/16-1/16/23 SVC - 19001 TONNER CYN RD	\$175.97

Check	Status	Count	Transaction Amount
	Total	1	(\$175.97)

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81501	10/11/2023		AT & T	\$179.00
	Invoice	Date	Description	Amount
	2356732808	09/23/2023	08/19-09/18/23 SVC - 600 S BREA CYN - METROLINK	\$179.00
81502	10/11/2023		CORY MOSS	\$189.00
	Invoice	Date	Description	Amount
	10/11/2023	10/11/2023	REIMBURSEMENT FOR "CLEAR" MEMBERSHIP	\$189.00
81503	10/11/2023		QUADIENT FINANCE USA, INC.	\$500.00
	Invoice	Date	Description	Amount
	10/03/23	10/03/2023	POSTAGE REFILL-FINANCE DEPT	\$500.00
81504	10/11/2023		QUINCY EARL PERRIGEN	\$600.00
	Invoice	Date	Description	Amount
	617840	10/11/2023	SETTLEMENT	\$600.00
81505	10/11/2023		ROWLAND WATER DISTRICT	\$2,175.94
	Invoice	Date	Description	Amount
	2024-00000571	09/27/2023	08/07-09/06/23 SVC - AZUSA AVE - RC	\$145.45
	2024-00000572	09/27/2023	08/07-09/06/23 SVC - 755 NOGALES AT - RC	\$307.13
	2024-00000573	09/27/2023	08/07-09/06/23 SVC - 909 U NOGALES ST - IRR	\$841.01
	2024-00000574	09/27/2023	08/07-09/06/23 SVC - 1100 S AZUSA AVE	\$188.04
	2024-00000575	09/27/2023	08/07-09/06/23 SVC - 1123 HATCHER ST STE D	\$84.65
	2024-00000576	09/27/2023	08/07-09/06/23 SVC - 1135 HATCHER AVE	\$49.01
	2024-00000577	09/27/2023	08/07-09/06/23 SVC - 1123 HATCHER ST STE C	\$132.17

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2024-00000578	09/27/2023	08/07-09/06/23 SVC - 1015 NOGALES ST - PUMP	\$327.99
	2024-00000579	09/27/2023	08/07-09/06/23 SVC - 1023 NOGALES ST - IRR	\$100.49
81506	10/11/2023		SAN GABRIEL VALLEY WATER CO.	\$8,358.68
	Invoice	Date	Description	Amount
	2024-00000556	09/25/2023	08/22-09/21/23 SVC - CROSSROADS PKY S	\$1,235.06
	2024-00000557	09/25/2023	08/22-09/21/23 SVC - STA 103-80 CROSSROADS PKY S	\$246.14
	2024-00000558	09/25/2023	08/22-09/21/23 SVC - CROSSROADS PKY S	\$1,572.26
	2024-00000559	09/25/2023	08/22-09/21/23 SVC - CROSSROADS PKY N	\$546.98
	2024-00000560	09/25/2023	08/22-09/21/23 SVC - STA 129-00 CROSSROADS PKY N	\$1,089.14
	2024-00000561	09/25/2023	08/22-09/21/23 SVC - STA 111-50 CROSSROADS PKY N	\$405.62
	2024-00000562	09/25/2023	08/22-09/21/23 SVC - PELLISSIER	\$455.85
	2024-00000563	09/25/2023	08/22-09/21/23 SVC - PELLISSIER	\$747.38
	2024-00000564	09/25/2023	08/22-09/21/23 SVC - PECK/UNION PACIFIC B	\$218.90
	2024-00000565	09/25/2023	08/22-09/21/23 SVC - S/E COR OF PELLISSIER	\$1,339.86
	2024-00000566	09/25/2023	08/22-09/21/23 SVC - PELLISSIER	\$246.14
	2024-00000567	09/25/2023	08/22-09/21/23 SVC - IRRIG SALT/LAKE SEVENTH	\$255.35
81507	10/11/2023		SOUTHERN CALIFORNIA EDISON	\$6,923.27
	Invoice	Date	Description	Amount
	2024-00000569	09/27/2023	08/25-09/25/23 SVC - 15660 STAFFORD ST	\$6,225.94
	2024-00000570	09/27/2023	08/25-09/25/23 SVC - 205 N HUDSON AVE	\$697.33
81508	10/11/2023		SOUTHERN CALIFORNIA EDISON	\$1,252.97

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2024-00000568	09/27/2023	08/25-09/25/23 SVC - 15530 STAFFORD ST	\$1,252.97
81509	10/11/2023		SUBURBAN WATER SYSTEMS	\$131.39
	Invoice	Date	Description	Amount
	180022695528	09/26/2023	08/25-09/25/23 SVC - AZUSA & GEMINI	\$131.39
81510	10/18/2023		AT & T	\$8.56
	Invoice	Date	Description	Amount
	2024-00000594	10/01/2023	10/01-10/31/23 SVC - CITY WHITE PAGES	\$8.56
81511	10/18/2023		AT & T	\$315.16
	Invoice	Date	Description	Amount
	2658942808	09/29/2023	09/29-10/28/23 SVC - METROLINK T1 CIRCUIT	\$315.16
81512	10/18/2023		FRONTIER	\$1,272.59
	Invoice	Date	Description	Amount
	2024-00000595	10/02/2023	10/02-11/01/23 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
	2024-00000596	10/02/2023	10/02-11/01/23 SVC - 1015 NOGALES ST	\$60.95
	2024-00000597	10/01/2023	10/01-10/31/23 SVC - VARIOUS SITES	\$1,066.65
81513	10/18/2023		INDUSTRY PUBLIC UTILITIES	\$837.73
	Invoice	Date	Description	Amount
	2024-00000617	10/01/2023	07/17-09/18/23 SVC - VALLEY & 7TH (IRRI)	\$837.73

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81514	10/18/2023		LA PUENTE VALLEY HISTORICAL SOCIETY	\$1,000.00
	Invoice	Date	Description	Amount
		10/12/2023	DONATION	\$1,000.00
81515	10/18/2023		ROWLAND WATER DISTRICT	\$2,321.49
	Invoice	Date	Description	Amount
	2024-00000598	09/27/2023	08/07-09/06/23 SVC - AZUSA AVE	\$140.92
	2024-00000599	09/27/2023	08/07-09/06/23 SVC - AZUSA AVE - CENTER	\$144.05
	2024-00000600	09/27/2023	08/07-09/06/23 SVC - 930 S AZUSA AVE	\$792.14
	2024-00000601	09/27/2023	08/07-09/06/23 SVC - 17401 E VALLEY BLVD	\$518.07
	2024-00000602	09/27/2023	08/07-09/06/23 SVC - 18044 ROWLAND ST	\$239.09
	2024-00000603	09/27/2023	08/07-09/06/23 SVC - HURLEY ST & VALLEY BLVD	\$487.22
81516	10/18/2023		SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION	\$70.00
	Invoice	Date	Description	Amount
		10/18/2023	LUNCH MEETING ON 10/18/23-SAM PEDROZA & JOSHUA NELSON	\$70.00
81517	10/18/2023		SOCALGAS	\$2,658.64
	Invoice	Date	Description	Amount
	2024-00000615	10/02/2023	08/29-09/28/23 SVC - 710 NOGALES ST	\$19.90
	2024-00000616	10/02/2023	08/28-09/28/23 SVC - 1015 NOGALES ST STE 101 GAS ENGINE	\$15.98
	2024-00000618	10/06/2023	09/01-10/04/23 SVC - 15625 MAYOR DAVE WAY APT A	\$2,223.69
	2024-00000619	10/06/2023	09/01-10/04/23 SVC - 15625 MAYOR DAVE WAY APT B	\$26.37

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2024-00000620	10/06/2023	09/01-10/04/23 SVC - 15633 RAUSCH RD	\$294.12
	2024-00000621	10/06/2023	09/01-10/04/23 SVC - 15651 MAYOR DAVE WAY	\$78.58
81518	10/18/2023		SOUTHERN CALIFORNIA EDISON	\$54,449.10
	Invoice	Date	Description	Amount
	2024-00000604	10/02/2023	09/01-09/30/23 SVC - 600 BREA CYN RD	\$363.10
	2024-00000605	10/02/2023	09/01-09/30/23 SVC - 600 BREA CYN RD UNIT A	\$45.24
	2024-00000606	10/02/2023	09/01-09/30/23 SVC - NOGALES ST/SAN JOSE AVE	\$194.73
	2024-00000607	10/02/2023	09/01-09/30/23 SVC - VARIOUS	\$223.98
	2024-00000608	10/02/2023	09/01-09/30/23 SVC - VARIOUS	\$28,046.28
	2024-00000609	10/02/2023	09/01-09/30/23 SVC - 133 N AZUSA AVE	\$126.98
	2024-00000610	10/02/2023	09/01-09/30/23 SVC - 1 VALLEY/AZUSA OL1	\$28.51
	2024-00000611	10/04/2023	08/31-10/01/23 SVC - 15625 MAYOR DAVE WAY	\$12,811.59
	2024-00000612	10/02/2023	09/01-09/30/23 SVC - VARIOUS SITES	\$8,964.65
	2024-00000613	10/03/2023	08/15-09/13/23 SVC - VARIOUS SITES	\$2,982.19
	2024-00000614	10/04/2023	09/05-10/03/23 SVC - 1123 HATCHER AVE STE A	\$661.85
81519	10/18/2023		STATE COMPENSATION INSURANCE FUND	\$1,766.91
	Invoice	Date	Description	Amount
	1001649761	10/01/2023	WORKERS COMP PREMIUM FOR OCTOBER 2023	\$1,766.91
81520	10/18/2023		SUBURBAN WATER SYSTEMS	\$131.39
	Invoice	Date	Description	Amount
	180071569549	10/04/2023	09/01-10/03/23 SVC - NE CNR VALLEY/STIMS	\$131.39

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81521	10/18/2023		T-MOBILE	\$117.00
	Invoice	Date	Description	Amount
	983372277-15	10/11/2023	09/01-09/30/23 SVC - YAL GYM & TONNER CYN HOT SPOT	\$117.00
81522	10/18/2023		THREE VALLEYS MUNICIPAL WATER DISTRICT	\$2,634.10
	Invoice	Date	Description	Amount
	06402	09/30/2023	09/01-09/30/23 SVC - TONNER CYN	\$2,634.10
81523	10/26/2023		ACORN TECHNOLOGY SERVICES	\$21,939.99
	Invoice	Date	Description	Amount
	10693	10/01/2023	NETWORK MAINT	\$19,200.00
	10672	10/01/2023	SPECIAL PROJECTS	\$2,739.99
81524	10/26/2023		ALL-PRO ENTERPRISES, INC.	\$1,135.00
	Invoice	Date	Description	Amount
	10052301	10/05/2023	CLEANING INTERIOR/EXTERIOR WINDOWS-CITY *****	\$1,135.00
81525	10/26/2023		AMAZON WEB SERVICES, INC	\$6,484.91
	Invoice	Date	Description	Amount
	1451333173	10/02/2023	AWS SVC-SEP 2023	\$6,484.91
81526	10/26/2023		ANDRUES/PODBERESKY, APLC	\$22,426.50
	Invoice	Date	Description	Amount
	03378	10/05/2023	LEGAL SVC-SEP 2023	\$22,426.50

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
81527	10/26/2023			ANNEALTA GROUP	\$97,015.00
	Invoice	Date	Description	Amount	
	2981	10/02/2023	17969 RAILROAD ST	\$1,040.00	
	2973	10/02/2023	1325 FULLERTON RD	\$135.00	
	2974	10/02/2023	14940 PROCTOR AVE	\$67.50	
	2975	10/02/2023	15010 & 15100 NELSON AVE	\$1,020.00	
	2976	10/02/2023	15425 VALLEY BLVD	\$67.50	
	2977	10/02/2023	15940-16012 AMAR RD	\$640.00	
	2980	10/02/2023	16385 GALE AVE	\$800.00	
	2983	10/02/2023	18248 GALE AVE	\$80.00	
	2984	10/02/2023	18558 GALE AVE	\$270.00	
	2985	10/02/2023	200 OLD RANCH RD	\$270.00	
	2986	10/02/2023	20701 E CURRIER RD	\$270.00	
	2987	10/02/2023	3539 SAN GABRIEL RIVER PKWY	\$880.00	
	2982	10/02/2023	18007 GALE AVE	\$160.00	
	2978	10/02/2023	1600 AZUSA RD, STE 285/287	\$160.00	
	2972	10/02/2023	GENERAL PLANNING-SEP 2023	\$51,605.00	
	2971	10/02/2023	GENERAL DEV SVC-SEP 2023	\$39,550.00	
81528	10/26/2023			ARAMARK REFRESHMENT SERVICES, LLC	\$79.84
	Invoice	Date	Description	Amount	
	104814904	10/02/2023	COFFEE SVC & SUPPLIES	\$79.84	
81529	10/26/2023			AVANT-GARDE, INC	\$3,085.00
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8875	09/29/2023	PROJECT MGMT-CITYWIDE BRIDGES	\$3,085.00
81530	10/26/2023		B2 PRINT, LLC	\$207.10
	Invoice	Date	Description	Amount
	0012429	10/02/2023	BUSINESS CARDS-JULIE H., URBANIE, AND MARISOL	\$207.10
81531	10/26/2023		BAVCO	\$2,474.10
	Invoice	Date	Description	Amount
	239162	10/03/2023	BACKFLOW APPARATUS MATERIALS	\$736.35
	238282	09/27/2023	BACKFLOW APPARATUS MATERIALS	\$1,737.75
81532	10/26/2023		BCN TELECOM, INC.	\$85.90
	Invoice	Date	Description	Amount
	23623984	10/15/2023	PHONE LINE FOR ELEVATOR-CITY HALL	\$85.90
81533	10/26/2023		BLAKE AIR CONDITIONING COMPANY	\$20,298.01
	Invoice	Date	Description	Amount
	65033	10/05/2023	A/C REPAIR-EL ENCANTO	\$828.04
	64985	09/28/2023	A/C REPAIR-YAL/POST OFFICE	\$658.50
	64675	10/12/2023	REPLACE (2) FLOW SWITCHES-IBC	\$1,376.59
	63980	06/02/2023	REPLACE BOILER FLUE-IBC	\$1,806.43
	64721	08/23/2023	A/C REPAIR-IBC	\$327.20
	64191	07/10/2023	A/C INSPECTION-EL ENCANTO	\$174.15
	65076	10/11/2023	A/C REPAIR-CITY HALL	\$206.10
	63855	10/12/2023	SERVICE FOR AH-2 UNIT-IBC	\$14,921.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81534	10/26/2023		BLD BUILDERS, INC.	\$32,308.04
	Invoice	Date	Description	Amount
	#11RET-FAC19064B	10/01/2023	RETENTION-EL ENCANTO FACILITY IMPROVEMENTS	\$32,308.04
81535	10/26/2023		BUSINESS LIFE MAGAZINE	\$6,750.00
	Invoice	Date	Description	Amount
	1034923	10/06/2023	AD FOR ANNUAL WOMEN ACHIEVERS	\$6,750.00
81536	10/26/2023		CALIFORNIA CONTRACT CITIES ASSOCIATION	\$3,375.00
	Invoice	Date	Description	Amount
	3930	10/11/2023	REGISTRATION FOR SACRAMENTO LEGISLATIVE TOUR	\$3,375.00
81537	10/26/2023		CASSO & SPARKS, LLP	\$254,532.68
	Invoice	Date	Description	Amount
	20871	10/17/2023	COI-LEGAL FEES FOR SEP 2023	\$237,808.68
	20871-A	10/17/2023	LEGAL FEES-15010 NELSON AVE	\$16,724.00
81538	10/26/2023		CINTAS CORPORATION LOC 693	\$774.26
	Invoice	Date	Description	Amount
	5178308316	10/04/2023	FIRST AID SUPPLIES	\$168.82
	4169450841	10/02/2023	DOOR MATS	\$83.11
	9241705985	10/01/2023	LEASE FOR AED MACHINE-CITY HALL	\$118.26
	4170921250	10/16/2023	DOOR MATS	\$83.11
	4170883510	10/16/2023	DOOR MATS	\$320.96

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WELLS FARGO BANK
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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
81539	10/26/2023	CITY OF INDUSTRY-PAYROLL ACCT		\$175,000.00
	Invoice	Date	Description	Amount
	PR P/E 9/29/23	10/11/2023	REPLENISH PAYROLL P/E 9/29/23	\$175,000.00
81540	10/26/2023	CLIFTONLARSONALLEN LLP		\$1,200.00
	Invoice	Date	Description	Amount
	3899505	09/28/2023	SA-AUDIT REVIEW	\$1,200.00
81541	10/26/2023	CNC ENGINEERING		\$166,760.00
	Invoice	Date	Description	Amount
	508873	10/12/2023	DESIGN-BUILD FOR SOLAR CARPORT CANOPY	\$275.00
	508874	10/12/2023	EL ENCANTO ROOF REFURB	\$430.00
	508875	10/12/2023	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$2,270.00
	508876	10/12/2023	CITYWIDE SIGNAGE UPDATE	\$1,182.50
	508877	10/12/2023	EL ENCANTO IMPROVEMENTS	\$1,565.00
	508878	10/12/2023	KELLA AVE STORM DRAIN	\$3,062.50
	508879	10/12/2023	FULLERTON RD RECONSTRUCTION	\$8,782.50
	508880	10/12/2023	GALE AVE REALIGNMENT	\$940.00
	508881	10/12/2023	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$3,022.50
	508882	10/12/2023	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$9,490.00
	508883	10/12/2023	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRADE	\$1,772.50
	508884	10/12/2023	GENERAL ENG SVC-TRAFFIC	\$1,215.00
	508885	10/12/2023	GENERAL ENG SVC 9/25-10/8/23	\$3,555.00
	508886	10/12/2023	GENERAL ENG SVC-COUNTER SERVICE	\$430.00

**CITY OF INDUSTRY
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
508887	10/12/2023	GENERAL ENG SVC-PERMITS	\$23,937.50
508888	10/12/2023	GENERAL ENG SVC-PLAN APPROVAL	\$22,940.00
508889	10/12/2023	GENERAL ENG SVC 9/25-10/8/23	\$69,358.75
508890	10/12/2023	STREET LIGHT INSTALLATION AT PROCTOR AVE	\$330.00
508891	10/12/2023	OPERATIONS/MAINT OF CITYWIDE STREETLIGHT SYSTEM	\$165.00
508892	10/12/2023	CHINO RANCH #1 DAM RENOVATION	\$343.75
508893	10/12/2023	CITY COUNCIL CHAMBER IMPROVEMENTS	\$782.50
508894	10/12/2023	15660 MAYOR DAVE WAY (YAL BLDG)	\$152.50
508895	10/12/2023	CITY HALL MAINT	\$2,175.00
508896	10/12/2023	INDUSTRY BUSINESS COUNCIL IMPROVEMENTS	\$432.50
508897	10/12/2023	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$357.50
508898	10/12/2023	UPGRADES TO ELECTRONIC FREEWAY DISPLAY	\$462.50
508899	10/12/2023	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,050.00
508900	10/12/2023	STIMSON AVE CROSSING	\$1,625.00
508901	10/12/2023	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$2,572.50
508902	10/12/2023	METROLINK OPERATION AND MAINT	\$275.00
508903	10/12/2023	EL ENCANTO IMPROVEMENTS AND MAINT	\$1,170.00
508904	10/12/2023	SAN JOSE AVE RECONSTRUCTION	\$637.50
81542	10/26/2023	CNC ENGINEERING	\$137,648.75
Invoice	Date	Description	Amount
508905	10/12/2023	INDUSTRY HILLS FUEL TANKS DISPENSING	\$922.50
508906	10/12/2023	605 FWY AND VALLEY BLVD INTERCHANGE	\$3,380.00
508907	10/12/2023	SIXTH AVE RECONSTRUCTION	\$756.25
508908	10/12/2023	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,300.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
508909	10/12/2023	AZUSA AVE BRIDGE REPAINTING	\$107.50
508910	10/12/2023	SEISMIC RETROFIT ANAHEIM-PUENTE	\$107.50
508911	10/12/2023	205 HUDSON AVE (YAL)	\$287.50
508912	10/12/2023	FISCAL YEAR BUDGET	\$352.50
508913	10/12/2023	ROWLAND ST RECONSTRUCTION	\$3,825.00
508914	10/12/2023	BIXBY DR PCC PAVEMENT	\$6,500.00
508915	10/12/2023	FOLLOW'S CAMP PROJECT	\$1,432.50
508916	10/12/2023	VARIOUS ASSIGNMENTS RELATED TO SA	\$1,270.00
508917	10/12/2023	NELSON AVE INTERSECTION	\$2,897.50
508918	10/12/2023	BONELLI STREET RESURFACING	\$50.00
508919	10/12/2023	CARTEGRAPH MGMT	\$36,220.00
508920	10/12/2023	PLANETBIDS IMPLEMENTATION & MGMT	\$5,031.25
508921	10/12/2023	LOUDEN LANE RESURFACING	\$50.00
508922	10/12/2023	COINER CT RECONSTRUCTION	\$50.00
508923	10/12/2023	GRAND AVE RECONSTRUCTION	\$8,825.00
508924	10/12/2023	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$1,347.50
508925	10/12/2023	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$218.75
508926	10/12/2023	ADA COMPLIANCE FOR FACILITIES	\$175.00
508927	10/12/2023	15710-15718 RAUSCH RD BLDG IMPROVEMENT	\$2,700.00
508928	10/12/2023	ANNUAL PAVEMENT REHABILITATION	\$16,235.00
508929	10/12/2023	CITYWIDE SIGNING & STRIPING IMPROVEMENTS	\$950.00
508930	10/12/2023	2021/2022 STREET LIGHT BANNER INSTALLATION	\$1,432.50
508931	10/12/2023	2022/2023 ANNUAL PAVEMENT REHABILITATION	\$15,845.00
508932	10/12/2023	2022/2023 ANNUAL SLURRY SEAL	\$645.00
508933	10/12/2023	INTELLIGENT TRANSPORTATION SYSTEM	\$1,870.00
508934	10/12/2023	CITYWIDE LICENSE PLATE CAMERA READER	\$560.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	508935	10/12/2023	PHYLLIS TUCKER MEMORIAL	\$450.00
	508936	10/12/2023	REMOTE MONITORING SYSTEM FOR STREET LIGHTS	\$1,417.50
	508937	10/12/2023	RAILROAD STREET PAVEMENT REHABILITATION	\$13,545.00
	508938	10/12/2023	9TH AVE PAVEMENT REHABILITATION	\$3,547.50
	508939	10/12/2023	NELSON AVE & WILLOW AVE SAFETY IMPROVEMENTS	\$590.00
	508940	10/12/2023	MUSEUM-HEALTHCARE CAMPUS UPGRADES	\$1,250.00
	508941	10/12/2023	SR57/60 CONFLUENCE PROJ	\$215.00
	508942	10/12/2023	TURNBULL CYN RD GRADE SEPARATION	\$1,290.00
81543	10/26/2023		COALITION FOR AMERICA'S GATEWAYS & TRADE CORRIDORS	\$7,500.00
	Invoice	Date	Description	Amount
	2024-08	10/09/2023	MEMBERSHIP DUES FY 23/24	\$7,500.00
81544	10/26/2023		CORELOGIC INFORMATION SOLUTION	\$192.50
	Invoice	Date	Description	Amount
	82190056	09/30/2023	PROPERTY DATA SVC-SEP 2023	\$192.50
81545	10/26/2023		COUNTY OF ORANGE - TREASURER/TAX COLLECTOR	\$252,425.58
	Invoice	Date	Description	Amount
	308-031-32-23	10/10/2023	PROP TAX FY 23/24-TONNER CYN	\$358.00
	306-021-02-23	10/10/2023	PROP TAX FY 23/24-TONNER CYN	\$239,746.08
	306-021-01-23	10/10/2023	PROP TAX FY 23/24-TONNER CYN	\$11,565.06
	306-021-13-23	10/10/2023	PROP TAX FY 23/24-TONNER CYN	\$756.44

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81546	10/26/2023		D M V RENEWAL	\$239.00
	Invoice	Date	Description	Amount
	7PKU703-23	10/11/2023	REGISTRATION RENEWAL-LIC 7PKU703	\$239.00
81547	10/26/2023		DAPEER, ROSENBLIT, AND LITVAK, LLP	\$2,267.50
	Invoice	Date	Description	Amount
	22104	09/30/2023	SPECIALLED LEGAL SVC-SEP 2023	\$24.50
	22103	09/30/2023	GENERAL CODE ENFORCEMENT-SEP 2023	\$2,243.00
81548	10/26/2023		DELHAVEN COMMUNITY CENTER	\$25,000.00
	Invoice	Date	Description	Amount
	10/12/23	10/12/2023	DONATION FOR "BECAUSE WE CARE" PROGRAM	\$25,000.00
81549	10/26/2023		DELL MARKETING LP	\$3,111.39
	Invoice	Date	Description	Amount
	10702859027	10/06/2023	PURCHASE 64GB DELL MEMORY-HOMESTEAD	\$3,111.39
81550	10/26/2023		DIRECTV - FOR BUSINESS	\$220.25
	Invoice	Date	Description	Amount
	034740128X231001	10/01/2023	RSN/TV ACCESS FEES	\$220.25
81551	10/26/2023		EGOSCUE LAW GROUP, INC.	\$450.00
	Invoice	Date	Description	Amount
	14117	10/02/2023	LEGAL SVC-FOLLOW'S CAMP	\$450.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81552	10/26/2023		ELECTRA-MEDIA, INC	\$1,975.00
	Invoice	Date	Description	Amount
	15548	10/06/2023	PROGRAM PUENTE HILLS AUTO DISPLAY-NOV 2023	\$475.00
	15547	10/06/2023	MAINT OF PUENTE HILLS AUTO DISPLAY-NOV 2023	\$1,500.00
81553	10/26/2023		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320923	09/30/2023	PROPERTY DATA INFORMATION	\$200.00
81554	10/26/2023		FRAZER, LLP	\$63,795.70
	Invoice	Date	Description	Amount
	185030	09/30/2023	COI-PROF SVC FOR SEP 2023	\$54,655.70
	185160	09/30/2023	SA-PROF SVC FOR SEP 2023	\$9,140.00
81555	10/26/2023		FUEL PROS, INC.	\$1,283.37
	Invoice	Date	Description	Amount
	70711	09/28/2023	INDUSTRY HILLS FUEL STN MAINT	\$150.00
	70189	08/23/2023	REPAIR FUEL STN-INDUSTRY HILLS	\$1,133.37
81556	10/26/2023		GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount
	117081	10/01/2023	ELEVATOR MAINT-CITY HALL	\$145.00
81557	10/26/2023		GRAND CENTRAL RECYCLING & TRANSFER	\$360.83
	Invoice	Date	Description	Amount

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5446543	09/30/2023	SOLID WASTE-CITY HALL	\$360.83
81558	10/26/2023		GRANITE TELECOMMUNICATIONS, LLC	\$282.59
	Invoice	Date	Description	Amount
	619017806	10/01/2023	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$282.59
81559	10/26/2023		HARDT, JULIE	\$306.99
	Invoice	Date	Description	Amount
	10/11/2023	10/11/2023	REIMBURSE FOR TRAVEL EXPENSES-CALPERS CONFERENCE	\$306.99
81560	10/26/2023		HENRY AGUILAR	\$290.00
	Invoice	Date	Description	Amount
	#6	10/12/2023	ADMIN HEARING OFFICER-CITATION APPEALS	\$290.00
81561	10/26/2023		HISTORICAL RESOURCES, INC.	\$48,353.78
	Invoice	Date	Description	Amount
	COI2024-03-A	10/11/2023	ADMIN & MGMT SVC-HOMESTEAD	\$48,296.50
	COI2024-03.1	10/12/2023	REIMBURSE FOR ADVERTISING-HOMESTEAD	\$57.28
81562	10/26/2023		INDUSTRY BUSINESS COUNCIL	\$97,915.25
	Invoice	Date	Description	Amount
	JULY 2023	10/05/2023	EXPENSE REIMBURSEMENT-JULY 2023	\$97,915.25
81563	10/26/2023		INDUSTRY SECURITY SERVICES	\$151,900.71
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
388	07/14/2023		SECURITY SVC-VARIOUS CITY SITES	\$21,817.77
417	07/28/2023		SECURITY SVC 7/21-7/27/23	\$10,319.04
416	07/28/2023		SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
451	08/11/2023		SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
444	08/11/2023		SECURITY SVC 8/4-8/10/23	\$10,453.20
610	09/29/2023		SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
611	09/29/2023		SECURITY SVC 9/22-9/28/23	\$10,043.58
637	10/06/2023		SECURITY SVC 9/29-10/5/23	\$10,453.20
641	10/06/2023		SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
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81564	10/26/2023		JACOB CORTEZ	\$60.00
	Invoice	Date	Description	Amount
	10/18/2023	10/18/2023	REIMBURSE FOR TRAVEL EXPENSE-CALIF CITIES CONFERENCE	\$60.00
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81565	10/26/2023		JANUS PEST MANAGEMENT	\$3,213.00
	Invoice	Date	Description	Amount
	264660	10/09/2023	PEST SVC-HOMESTEAD	\$600.00
	264166	10/09/2023	PEST SVC-IBC	\$145.00
	264436	10/09/2023	PEST SVC-205 HUDSON AVE	\$85.00
	264165	10/09/2023	PEST SVC-CITY HALL	\$145.00
	264366	10/09/2023	MOSQUITO TRAPS/ABATEMENT-EL ENCANTO	\$926.00
	264167	10/09/2023	PEST SVC-YAL/POST OFFICE	\$85.00
	264157	10/09/2023	PEST SVC-TONNER CYN	\$441.00
	264228	10/09/2023	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	264230	10/09/2023	RODENT SVC-HELIPAD	\$300.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81566	10/26/2023		JEFF PARRIOTT PHOTOGRAPHIC SERVICES	\$1,655.83
	Invoice	Date	Description	Amount
	COI0823	09/06/2023	PROF SVC-HOMESTEAD	\$1,655.83
81567	10/26/2023		KEENAN AND ASSOCIATES	\$2,167.20
	Invoice	Date	Description	Amount
	296886	10/09/2023	COI-BOND COVERAGE FY 23/24	\$2,167.20
81568	10/26/2023		KLINE'S PLUMBING, INC.	\$535.00
	Invoice	Date	Description	Amount
	13038	10/09/2023	REPAIR RESTROOM-IBC	\$360.00
	13048	10/02/2023	REPAIRED DRINKING FOUNTAIN-METROLINK STATION	\$175.00
81569	10/26/2023		LCR EARTHWORK & ENGINEERING, CORP.	\$445,276.19
	Invoice	Date	Description	Amount
	#4CITY-1488	10/01/2023	2021/2022 ANNUAL PAVEMENT REHABILITATION	\$468,711.78
81570	10/26/2023		LOCKS PLUS, INC.	\$669.71
	Invoice	Date	Description	Amount
	35721	10/09/2023	REPAIR DEADBOLT-TONNE CYN	\$185.00
	35722	10/05/2023	REPAIR & DUPLICATE KEYS-HOMESTEAD	\$204.71
	35770	09/18/2023	REPAIR TOP LATCH-IBC	\$280.00

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
81571	10/26/2023	LOS ANGELES BUSINESS JOURNAL		\$5,750.00
	Invoice	Date	Description	Amount
	861-R	10/09/2023	PUBLICATION IN THE LA BUSINESS JOURNAL	\$5,750.00
81572	10/26/2023	LOS ANGELES COUNTY PUBLIC WORKS-FISCAL DIV		\$138,947.81
	Invoice	Date	Description	Amount
	PW-23031304529	03/13/2023	REVIEW DESIGN PLANS-GRADE SEPARATION	\$29,970.58
	PW-23091101512	09/11/2023	TRAFFIC SIGNAL MAINT	\$1,629.29
	PW-23091101258	09/11/2023	PAVEMENT PATCHING	\$11,716.90
	PW-23091101277	09/11/2023	EMERGENCY ROAD SERVICE	\$530.31
	PW-23091101209	09/11/2023	CHANGE T/S TO FLASHING RED	\$525.24
	PW-23091101259	09/11/2023	STREET MAINT/INSPECTION	\$15,101.55
	PW-23091101254	09/11/2023	TRAFFIC SIGNING REPAIRS	\$237.97
	PW-23091101279	09/11/2023	PUMP HOUSE MAINT	\$6,687.53
	PW-23091101257	09/11/2023	LITTER/DEBRIS REMOVAL	\$657.00
	PW-23091101225	09/11/2023	MAINT OF TEMPLE AVE	\$61,994.37
	PW-23091101195	09/11/2023	KITS MONITORING OF TRAFFIC SIGNALS	\$704.13
	PW-23091101188	09/11/2023	PUMP HOUSE MAINT	\$9,192.94
81573	10/26/2023	LOS ANGELES ENGINEERING, INC.		\$116,076.72
	Invoice	Date	Description	Amount
	#41GGS-0387-1	10/01/2023	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$31,512.00
	#41GGS-0387-2	10/01/2023	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$88,674.02
	#41GGS-0387-3	10/01/2023	GRAND AVE/GOLDEN SPRINGS DR IMPROVEMENTS	\$2,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81574	10/26/2023		BANNER BANK	\$6,109.30
	Invoice	Date	Description	Amount
	#41GGS-0387-1-R	10/01/2023	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$1,575.60
	#41GGS-0387-2-R	10/01/2023	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$4,433.70
	#41GGS-0387-3-R	10/01/2023	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$100.00
81575	10/26/2023		MARISCAL PAINTING	\$5,645.00
	Invoice	Date	Description	Amount
	1027	09/26/2023	PAINT RED CURBS-AJAX/ROWLAND	\$5,645.00
81576	10/26/2023		MARISOL HERNANDEZ	\$356.82
	Invoice	Date	Description	Amount
	10/16/2023	10/16/2023	REIMBURSEMENT FOR RODEO SUPPLIES	\$356.82
81577	10/26/2023		MATHEW HUDSON	\$115.02
	Invoice	Date	Description	Amount
	10/05/2023	10/05/2023	REIMBURSE FOR PARKING/TAXI CAB-IBC RETREAT	\$115.02
81578	10/26/2023		MERRITT'S ACE HARDWARE	\$42.87
	Invoice	Date	Description	Amount
	130037	08/17/2023	MISC SUPPLIES-HOMESTEAD	\$42.87
81579	10/26/2023		MORTISE & TENON BUILDING CORP	\$4,243.70
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	156250121.2	10/06/2023	REPLACED DOUBLE DOORS-EL ENCANTO	\$3,987.95
	156250179	09/27/2023	REPAIR EXHAUST FAN-EL ENCANTO	\$255.75
81580	10/26/2023		MUNI-ENVIRONMENTAL, LLC	\$48,623.75
	Invoice	Date	Description	Amount
	23-026-A	10/10/2023	COMMERCIAL WASTE PROGRAM	\$48,623.75
81581	10/26/2023		MX GRAPHICS, INC.	\$505.24
	Invoice	Date	Description	Amount
	29510	10/02/2023	REFLECTIVE SIGN FOR NO OVERNIGHT PARKING	\$82.13
	29582	10/11/2023	BLUEPRINT SVC-MP 03 24 10	\$423.11
81582	10/26/2023		PACIFIC UTILITY INSTALLATION	\$36,917.00
	Invoice	Date	Description	Amount
	28416	09/30/2023	REPLACE BANNER ON HACIENDA BLVD	\$9,065.00
	28414	09/30/2023	TRAFFIC ACCIDENTS	\$27,852.00
81583	10/26/2023		PARS	\$600.00
	Invoice	Date	Description	Amount
	54200	10/09/2023	REP FEES-AUG 2023	\$300.00
	54040	10/06/2023	ARS FEES-AUG 2023	\$300.00
81584	10/26/2023		PATHAK, YAMINI	\$376.23
	Invoice	Date	Description	Amount
	10/11/2023	10/11/2023	REIMBURSE FOR TRAVEL EXPENSES-CALPERS CONFERENCE	\$376.23

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81585	10/26/2023		PLACEWORKS	\$975.00
	Invoice	Date	Description	Amount
	89399	09/30/2023	ZONING CHANGE-HOUSING ELEMENT	\$975.00
81586	10/26/2023		POST ALARM SYSTEMS	\$351.55
	Invoice	Date	Description	Amount
	1628100	10/03/2023	MONITORING SVC-HOMESTEAD	\$351.55
81587	10/26/2023		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	055	10/05/2023	FEDERAL ADVOCACY-SEP 2023	\$5,000.00
81588	10/26/2023		PURCHASE POWER	\$201.00
	Invoice	Date	Description	Amount
	10/05/2023	10/05/2023	POSTAGE REFILL ON 10/5/23	\$201.00
81589	10/26/2023		R DEPENDABLE CONST INC	\$74,202.84
	Invoice	Date	Description	Amount
	#10CITY-1494	10/01/2023	15710-15718 RAUSCH RD BLDG AND SITE IMPROVEMENTS	\$7,217.50
	#11RET-CITY-1494	10/01/2023	RETENTION-15710-15718 RAUSCH RD BLDG AND SITE IMPROVEMENTS	\$67,201.87
81590	10/26/2023		RICOH USA, INC.	\$3,872.29
	Invoice	Date	Description	Amount
	81079292	10/03/2023	COPIER LEASE 10/15-11/14/23	\$3,872.29

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
81591	10/26/2023		ROUND ONE ENTERTAINMENT	\$76.52
	Invoice	Date	Description	Amount
	10/12/2023	10/12/2023	DEVELOPER FEE REFUND-1600 AZUSA AVE, STE 285/287 (JN9389)	\$76.52
81592	10/26/2023		ROWLAND WATER DISTRICT	\$2,673,580.00
	Invoice	Date	Description	Amount
	09/19/2023	09/19/2023	REIMBURSEMENT AGRMT FOR WATER LINE RELOCATION SVC	\$2,673,580.00
81593	10/26/2023		SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION	\$55.00
	Invoice	Date	Description	Amount
	FY 23/24	10/06/2023	MEMBERSHIP DUES FY 23/24	\$55.00
81594	10/26/2023		SAN GABRIEL VALLEY NEWSPAPER GROUP	\$2,034.84
	Invoice	Date	Description	Amount
	0011623525	09/14/2023	ACCT #5007735-NOTICE INVITING BIDS-CITY 1507	\$2,034.84
81595	10/26/2023		SAN GABRIEL VALLEY PUBLIC AFFAIRS NETWORK	\$2,000.00
	Invoice	Date	Description	Amount
	10/05/2023	10/05/2023	PLATINUM SPONSORSHIP-ANNUAL MAYORS RECEPTION	\$2,000.00
81596	10/26/2023		SATSUMA LANDSCAPE & MAINT.	\$199,214.69
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	15734	09/28/2023	CIVIC FINANCIAL CENTER	\$75,462.26
	15731	09/28/2023	LANDSCAPE SVC-EXPO CENTER	\$39,365.90
	15733	09/28/2023	LANDSCAPE SVC-TEMPLE & AZUSA	\$40,578.83
	15732	09/28/2023	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	\$43,807.70
81597	10/26/2023		SCS FIELD SERVICES	\$19,024.50
	Invoice	Date	Description	Amount
	0480397	09/30/2023	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$19,024.50
81598	10/26/2023		SEQUEL CONTRACTORS, INC	\$95,715.07
	Invoice	Date	Description	Amount
	#6CITY-1485	10/01/2023	ROWLAND STREET RECONSTRUCTION	\$100,752.70
81599	10/26/2023		SO CAL INDUSTRIES	\$286.23
	Invoice	Date	Description	Amount
	653823	09/29/2023	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	655656	10/11/2023	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
81600	10/26/2023		SOUTHERN TIRE MART LLC - DEPT 143	\$2,366.52
	Invoice	Date	Description	Amount
	7070022744	10/03/2023	REPLACE TIRES ON LOADER 430E-TONNER CYN	\$2,366.52
81601	10/26/2023		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894101023	10/10/2023	BUSINESS INTERNET-OCT 2023	\$938.99

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
81602	10/26/2023	SQUARE ROOT GOLF & LANDSCAPE, INC		\$200,392.71
	Invoice	Date	Description	Amount
	1694ELHM	09/28/2023	LANDSCAPE SVC-HOMESTEAD	\$21,125.55
	1696H-1	09/28/2023	GRAFFITI REMOVAL	\$3,558.24
	1696H-2	09/28/2023	SIGN REPAIR & INSTALLATION	\$2,733.51
	1696H	09/28/2023	LANDSCAPE SVC-VARIOUS CITY SITES	\$155,422.09
	1693ELHM	09/28/2023	LANDSCAPE SVC-VARIOUS CITY SITES	\$7,286.59
	1695ELHM	09/28/2023	LANDSCAPE SVC-EL ENCANTO	\$10,266.73
81603	10/26/2023	STAPLES BUSINESS ADVANTAGE		\$184.28
	Invoice	Date	Description	Amount
	8071706719	09/23/2023	OFFICE SUPPLIES	\$184.28
81604	10/26/2023	STATE WATER RESOURCES CONTROL BOARD		\$600.00
	Invoice	Date	Description	Amount
	APP ID #566834	10/13/2023	APPLICATION FEE-FULLERTON RD RECONSTRUCTION	\$600.00
81605	10/26/2023	SUPERIOR COURT OF CA-LA COUNTY-PARKING REV		\$4,370.00
	Invoice	Date	Description	Amount
	SEPTEMBER 2023	10/11/2023	PARKING CITATIONS REPORT- SEP 2023	\$4,370.00
81606	10/26/2023	TPX COMMUNICATIONS		\$593.22
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	174791296-0	09/30/2023	TEL/INTERNET-HOMESTEAD	\$593.22
81607	10/26/2023		TPX COMMUNICATIONS	\$4,200.64
	Invoice	Date	Description	Amount
	174831485-0	09/30/2023	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,200.64
81608	10/26/2023		TURBO DATA SYSTEMS, INC	\$425.60
	Invoice	Date	Description	Amount
	41191	09/30/2023	CITATION PROCESSING AUG/SEP 2023	\$425.60
81609	10/26/2023		UBICQUIA, INC	\$56,328.50
	Invoice	Date	Description	Amount
	UBI02417	10/05/2023	UBICELL UTILITY SMART STREETLIGHT NODE W/LTE RADIO	\$56,328.50
81610	10/26/2023		UNITED PARCEL SERVICES, INC	\$89.46
	Invoice	Date	Description	Amount
	0000V435E4403	10/07/2023	MESSENGER SVC	\$14.34
	0000V435E4413	10/14/2023	MESSENGER SVC	\$75.12
81611	10/26/2023		VALLEY VISTA SERVICES, INC	\$13,789.05
	Invoice	Date	Description	Amount
	5470159	10/01/2023	DISP SVC-FOLLOW'S CAMP	\$1,562.20
	5448107	10/01/2023	DISP SVC-CITY BUS STOPS	\$4,796.49
	5447899	10/01/2023	DISP SVC-205 N HUDSON AVE	\$252.51
	5447697	10/01/2023	DISP SVC-TONNER CYN (CAMP COURAGE)	\$442.24

**CITY OF INDUSTRY
WELLS FARGO BANK
October 26, 2023**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5447695	10/01/2023	DISP SVC-TONNER CYN (MAINT YD)	\$721.40
	5449246	09/30/2023	DISP SVC-YAL	\$151.78
	5447696	10/01/2023	DISP SVC-1123 HATCHER AVE	\$297.36
	5449245	09/30/2023	DISP SVC-1123 HATCHER AVE	\$5,020.76
	5449244	09/30/2023	DISP SVC-CITY HALL	\$544.31
81612	10/26/2023		VANGUARD CLEANING SYSTEMS, INC.	\$937.50
	Invoice	Date	Description	Amount
	125868	10/01/2023	JANITORIAL SVC-HOMESTEAD	\$937.50
81613	10/26/2023		WALNUT ELEMENTARY COMMUNITY CLUB	\$200.00
	Invoice	Date	Description	Amount
	10/5/2023	10/05/2023	BUSING STIPEND FOR 4TH GRADE PROGRAM	\$200.00
81614	10/26/2023		WKE, INC	\$6,575.00
	Invoice	Date	Description	Amount
	1200559363	10/03/2023	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$6,575.00

Checks	Status	Count	Transaction Amount
	Total	114	\$5,886,155.83

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 26, 2023
SUBJECT: Consideration of Amendment No. 3 to the License Agreement with Pacific Crest Youth Arts Organization, for Access to Assessor's Parcel Number 8264-004-908, located at 1123 South Hatcher Avenue

BACKGROUND

On October 24, 2019, the City Council approved a License Agreement ("Agreement") with Pacific Crest Youth Arts Organization ("Pacific Crest") for the use of a portion of the property located at 1123 South Hatcher Avenue, as a storage area for supplies, props, set pieces, vehicles, and various equipment for their programs.

Pacific Crest is a non-profit organization that provides educational and competitive performing arts programs in the greater Southern California region. Pacific Crest has performed at the 2022 Holiday Tree Lighting Ceremony, live stream fundraisers benefiting the La Puente Outreach Food Pantry and Delhaven Community Center, and the Industry Hills Charity Pro Rodeo.

On November 1, 2020, the City Manager granted an extension to the Agreement through November 1, 2021. Amendment No. 1 was approved on October 28, 2021, to extend the Agreement through November 1, 2022. On October 27, 2022, Amendment No. 2 was approved to extend the Agreement through November 1, 2023.

DISCUSSION

Pacific Crest requested to continue to utilize the property. Amendment No. 3 will extend the term for five (5) years through November 1, 2028, and update the City's address. All other terms remain the same, including the City's ability to terminate the Agreement with a 30-day written notice.

FISCAL IMPACT

The lease rate will remain at \$1.00 per year.

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 3 to the License Agreement with Pacific Crest Youth Arts Organization, dated October 26, 2023.

Attachments

Amendment No. 3 to the License Agreement with Pacific Crest Youth Arts Organization, dated October 26, 2023

**AMENDMENT NO. 3
TO THE LICENSE AGREEMENT**

This Amendment No. 3 to the License Agreement (“**Agreement**”), is made and entered into this 26th day of October 2023, by and between the City of Industry, a California public body, corporate, and politic (“**Licensor/City**”) and Pacific Crest Youth Arts Organization, a California non-profit corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, on or about October 24, 2019, the Agreement was entered into and executed between the Licensor and Licensee, to allow Licensee to use a portion of City owned property located 1123 S. Hatcher Avenue, City of Industry, CA 91748 (APN 8264-004-908), (“**Premises**”); and

WHEREAS, on or about November 1, 2020, the City Manager granted an extension to the Agreement extending the term through November 1, 2021; and

WHEREAS, on or about October 28, 2021, Amendment No. 1 was approved to extend the term through November 1, 2022; and

WHEREAS, on or about October 27, 2022, Amendment No. 2 was approved to extend the term through November 1, 2023; and

WHEREAS, the Parties desire to amend the License Agreement to extend the term to November 1, 2028 and update the City’s address; and

WHEREAS, for the reasons set forth herein, the City and Licensee desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

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

Section 9. Term, Termination and Remedies.

The first sentence of Section 9 is hereby revised to read in its entirety as follows:

The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **November 1, 2028**.

Section 13. Notices.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“LICENSOR”
CITY OF INDUSTRY**

**“LICENSEE”
PACIFIC CREST YOUTH ARTS
ORGANIZATION**

By: _____
Joshua Nelson, City Manager

By: _____
Stuart Pompel, CEO

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

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: Sam Pedroza, Assistant City Manager
DATE: October 26, 2023
SUBJECT: Consideration of a Facilities Use Agreement with Delhaven Community Center, for access to the parking lot located at the Workman and Temple Homestead Museum, to utilize for a fundraising event

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.

Delhaven requested permission from the City to utilize the parking lot at the Workman and Temple Homestead Museum to host a fundraising event. The event will take place on December 16, 2023, from the hours of 8 am to 5 pm. The fundraising event will feature a car exhibition, showcasing cars from the Puente Viejo Car Club and vendors offering food and a variety of merchandise. There will also be a holiday toy drive collection benefiting the children in the community.

DISCUSSION

The fundraiser aims to support the children in the community. Those in attendance will donate an unwrapped toy to participate in contests and as entry fee to the event. Vendors selling merchandise will donate their rental space fee to Delhaven. At this time, Staff is requesting the City Council approve the Facilities Use Agreement with Delhaven for use of the parking lot at 15415 Don Julian Road.

FISCAL IMPACT

Given that the event is a fundraiser for a non-profit organization, the City will not charge for the use of the parking lot.

RECOMMENDATION

Staff recommends that the City Council approve the Facilities Use Agreement with Delhaven Community Center, dated October 26, 2023.

Attachments

Facilities Use Agreement with Delhaven Community Center

**CITY OF INDUSTRY
FACILITIES USE AGREEMENT**

THIS FACILITIES USE AGREEMENT (“Agreement”) is entered into on this 26th day of October 2023 (“Effective Date”), by and between the City of Industry, a California municipal corporation (the “City”) and Delhaven Community Center, a non-profit organization, (the “User”). The City and User are collectively referred to as “Parties” and individually as “Party”.

RECITALS

WHEREAS, the City is the owner of certain real property located at 15415 Don Julian Road, City of Industry, California, (collectively the “Property”), as described in Exhibit A. This Agreement pertains to the non-exclusive use of a portion of the Property; and

WHEREAS, User is a non-profit organization that is conducting a fundraiser serving the community, that desires to use a portion of the Property for its operations; and

WHEREAS, the City desires to allow User to operate at the Property; and

WHEREAS, the Parties desire to enter into this Agreement to make a portion of the Property available to User, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

GENERAL PROVISIONS

SECTION 1.

(A) Term.

The term of this Agreement shall commence at 7:00 am on December 16, 2023 and shall terminate on 7:00 pm on December 16, 2023, unless sooner terminated by either Party, as provided in this Agreement.

(B) Property.

User may use the designated portion of the Property for the following:

- The User will host a car show fundraiser to support its non-profit mission.
- Vendors will set up booths to sell their merchandise.
- Unwrapped toys will be collected from those attending the event.
- Music will be played by a DJ.

(C) Rent and Utilities.

Given that User is hosting a fundraising event to benefit a non-profit organization, City will donate the space at no cost to User.

(D) Intentionally Left Blank.

(E) Use Restrictions.

User shall only use the Property for the use as described in Section 1(B), above.

(F) User Responsibilities.

(1) User shall be financially responsible for any damages that may occur at or to the Property related to User's use.

(2) The User is responsible for the conduct of all participants, the supervision of minors and any damages that may occur at or to the Property related to User's use.

(3) The User shall require each individual participating in the car show, to execute a release and waiver. The form of the release and waiver shall be in substantially the form attached hereto as Exhibit C, and incorporated herein by reference.

(4) Install and remove signs designating parking spaces on the Property.

(G) Non City-Owned Property.

The City reserves the right to remove any items remaining at the expiration of the term of this Agreement from the Property and have them stored at User's expense. If such items, equipment or supplies are not claimed within one (1) week, the City reserves the right to dispose of such material in any manner it deems appropriate. User shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by User, or any of User's officers, agents, employees, guests, or invitees.

(H) Disclaimer of Condition of Property.

City makes no warranty or representation of any kind concerning the Property or the fitness of the Property for the use intended by User. User has inspected the Property and knows and accepts its condition, and waives any express or implied indemnity against the City.

(I) Damage or Destruction of the Property.

In the event the Property is damaged by fire or other casualty, City may, at its sole and absolute discretion, elect to terminate this Agreement. If the City is unable or unwilling to repair any damage caused by fire or other casualty, User may terminate this Agreement. Should the Property be damaged by fire or other casualty, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by User.

(J) Assignment.

User shall not assign this Agreement without the prior written consent of the City. Any such assignment without prior written consent shall be void, and the City, at its option, may terminate this Agreement.

(K) Right of Entry.

City shall be entitled, at all times, to enter the Property for the purpose of inspecting the Property, or for the purpose of inspecting the performance by User of the terms and conditions of this Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any law or ordinance. City shall also be permitted to use the Property when User is not operating.

SECTION 2. USE OF PREMISES

(A) General.

- i. User shall use the Property as provided Section 1(B) above.
- ii. User shall not use the Property, or any portion thereof, for any purpose which may increase the existing rate of insurance upon the Property, or cause the cancellation of the insurance on the Property. User shall be responsible for any insurance increase or cancellation of insurance, as a result of its activities at the Property.

(B) Hours of Operation.

User shall maintain the following hours of operation: 7:00 am to 7:00 pm on December 16, 2023.

(C) Supplies and Expenses.

- i. User shall be responsible for the costs associated with liability insurance for its use of the Property.
- ii. User shall pay for all equipment (collectively, "Equipment") used for its activities on the Property.

(D) Maintenance, Repair and Alterations.

- i. City shall be responsible for any structural, routine maintenance, and long term capital repair at the Property, except to the extent such repair is made necessary as a result of the misconduct or negligent acts or omissions of User, its participants, staff, volunteers, and/or invitees. In the event of any repair, whether requested by User or otherwise, the City may make the determination whether to do the work or terminate this Agreement. Notwithstanding the foregoing, the City shall not be responsible for any structural or routine maintenance to the Equipment operated by the User, which shall be the sole and absolute responsibility of the User.

- ii. City shall be responsible for maintaining all landscaping at the Property.
- iii. User shall maintain the Property in good and safe condition, and shall be responsible for repairing any damage arising from the negligence or misconduct of User, its participants, staff, volunteers, and/or invitees. In the event User discovers a hazard or maintenance issue at the Property, it shall immediately notify the City in writing or via email.
- iv. User shall not commit, or suffer to be committed, any waste upon the Property, or any public or private nuisance.
- v. User shall not make any improvements to the Property during the Term of this Agreement..
- vi. The User shall not cause or permit to be filed, recorded or enforced against the Property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the uses permitted herein, or any claim or action affecting the title to the Property arising from the uses permitted herein, and the User shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of the City's other rights and remedies under this Agreement or under law, should the User fail within fifteen (15) business days of a written notice from the City to pay and discharge or bond over any lien arising out of the User's use of the Property, then a material breach under this Agreement shall be deemed to have occurred which, at the City's election, shall entitle the City to terminate this Agreement effective upon notice by the City to the User so stating.

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

SECTION 4. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) User shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, attorneys, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with User's use of the Property, or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"). Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve User from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) User releases the City, its officers, officials, attorneys, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with User's use of the Property under this Agreement.

User acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this Agreement shall extend to all claims arising out of transactions which the Parties do not know or expect to exist in their favor at this time, and which rise out of or are connected to the Agreement. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

City's Initials

User's Initials

User acknowledges that the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from or in addition to the facts or law as now known to each Party or its counsel. User therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this Agreement, User acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

(D) If, for any reason such as, but not limited to, earthquake, flood water damage, explosion or other calamity of circumstance, it shall become necessary to close the Property, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs incurred by User.

SECTION 5. INSURANCE

(A) During the term of this Agreement, User shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit B, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, attorneys, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement.

(C) At all times during the term of this Agreement, User shall maintain on file with the City's City Clerk a certificate or certificates of insurance showing that the insurance policies required by this Section 5 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, attorneys, agents, and volunteers as additional insureds. User shall, concurrently with the execution of this Agreement, file with City's City Clerk such certificate(s).

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

SECTION 6. INDEPENDENT CONTRACTOR

(A) User 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 User shall at all times be under User' exclusive direction and control. Neither City nor any of its officers, employees, attorneys, or agents shall have control over the conduct of User or any of User officers, employees, or agents, except as set forth in this Agreement. User 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. User 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 User in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation for operating User. City shall not be liable for compensation or indemnification to User for injury or sickness arising out of its operation or use of the Property under this Agreement.

(C) User shall indemnify, defend and hold harmless, the City, its officers, employees, attorneys, and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, User or by any individual or agency for which User is legally liable, including but not limited to officers, agents, employees or subconsultants of User, service as an independent contractor. The indemnity provisions set forth in this Section 6 shall survive the termination of this Agreement and are in addition to any other rights or remedies the City may have under the law.

SECTION 7. 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:

If to City:

Joshua Nelson
City Manager
City of Industry
15625 Mayor Dave Way
City of Industry, CA 91744

With a copy to:

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

If to USER:

Delhaven Community Center
Tim Seal
15135 Fairgrove Avenue
La Puente, CA 91744

SECTION 8. COMPLIANCE WITH LAWS

User represents and warrants to City that User, its officers, agents, employees and volunteers have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for User, its officers, agents, employees and volunteers to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 9. DEFAULT/TERMINATION

(A) In the event of any breach of this Agreement, City, in addition to any other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property.

(B) In the event of any breach of this Agreement, either Party may terminate the Agreement immediately, by serving written notice upon the other. Upon receipt of said notice, User shall immediately vacate the Property and remove all of its possessions.

(C) User may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof by serving the City with five days' written notice. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof by serving the User with notice 24 hours prior to termination. Upon receipt of said notice, User shall have 24 hours to vacate the Property and remove all of its possessions, unless the notice provides otherwise. If either Party suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS

(A) User acknowledges that this Agreement may create a possessory interest subject to property taxation, and that User may be subject to payment of property taxes levied on such interest. Any such tax liability shall be the sole and exclusive responsibility of User.

(B) User agrees that its use of the Property and this Agreement, shall not entitle User to any relocation benefits pursuant to federal, state, or local law, and User hereby waives any such claim against the City for relocation benefits.

(C) The rights granted to User under this Agreement are non-exclusive use only, and in no respect shall the same constitute or be construed as an assignment of a leasehold or other interest in the Property set forth in this Agreement.

(D) 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.

(E) 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 User use of the Property under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for the Central District of California.

(F) 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.

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

(H) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

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

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

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

“CITY”
City of Industry

“USER”
Delhaven Community Center

By: _____
Joshua Nelson, City Manager

By: _____
Tim Seal, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Exhibit A

Description of Property

User may use the designated portion of the Property identified in the map below by yellow lines.

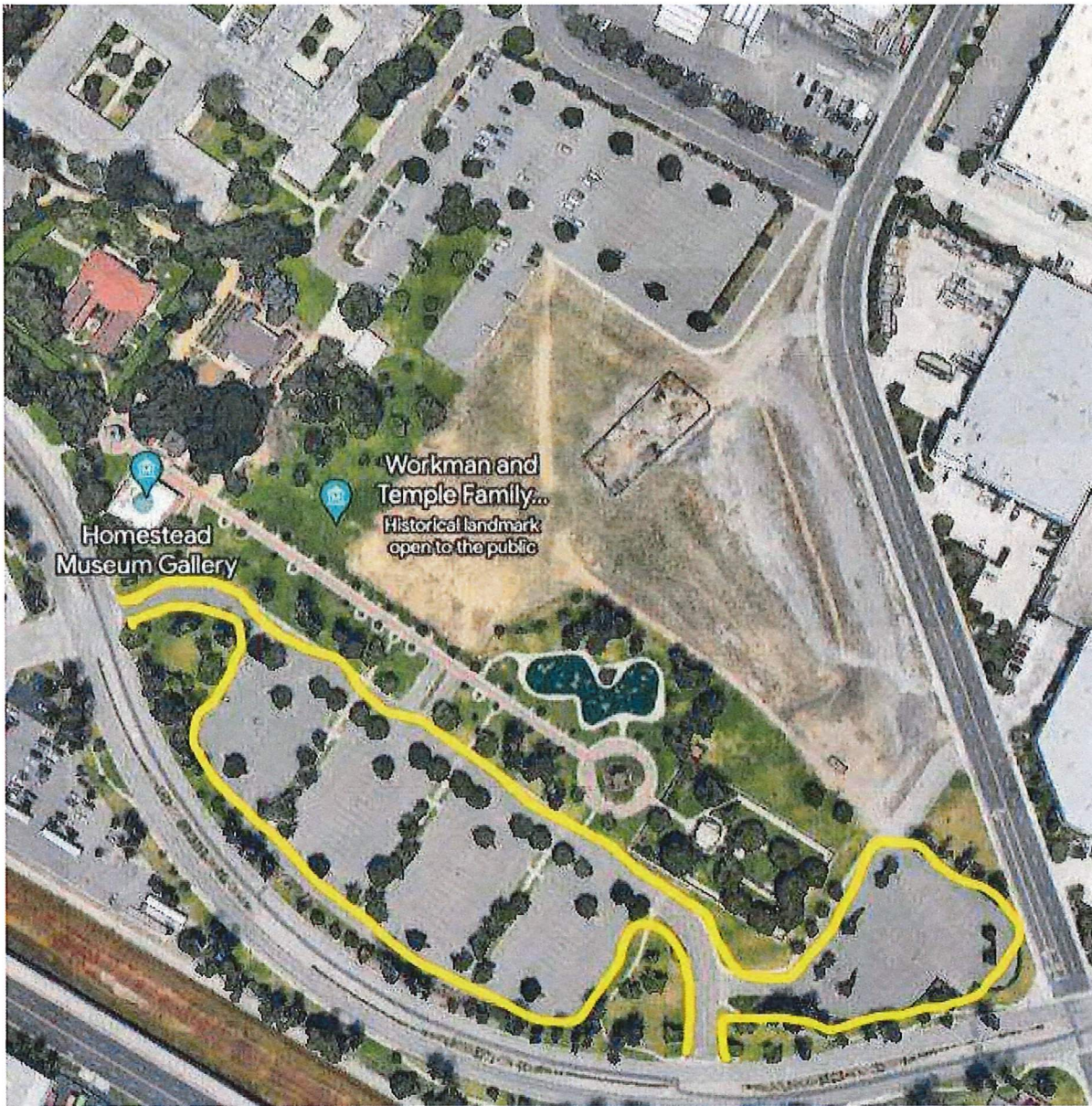


Exhibit B

INSURANCE REQUIREMENTS

Without limiting User indemnification of City, and prior to commencement of the Services, User shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. User 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. User 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 User arising out of or in connection with this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. User shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

User shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. User 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 the City 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. User 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 this Agreement by User, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by User 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 User. 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 User or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. User 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). User acknowledges and agrees that any actual or alleged failure on the part of the City to inform User of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If User maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. User agrees to oblige its insurance agent or broker and insurers to provide to City with a five (5) day notice of cancellation 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 User 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. User agrees to ensure that its subconsultants, subcontractors, and any other party involved with the permitted use who is brought onto or involved in the permitted use by User, provide the same minimum insurance coverage and endorsements required of User. User 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. User 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 User five (5) days advance written notice of such change.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. User shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from User performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. User 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 this Agreement.

Exhibit C

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), fully understand that my participation in the Delhaven car show fundraising event exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in the Delhaven fundraising event and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Industry, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Delhaven car show from whatever cause, including the active or passive negligence of the City of Industry, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers or any other participants in the Delhaven car show. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Delhaven car show, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Industry, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from any and all claims, demands actions or suits arising out of or in connection with my participation in the Delhaven fundraising event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature

Printed Name

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: Laura Hudson, Assistant to the City Manager
DATE: October 26, 2023
SUBJECT: Consideration of the cancellation of the November 23, 2023, and December 28, 2023, regular City Council Meetings and the closure of City Hall from December 22, 2023, through January 1, 2024

DISCUSSION

Due to the fact that the November 23, 2023, regular City Council Meeting falls on Thanksgiving Day, Staff recommends canceling this meeting. Staff also recommends canceling the December 28, 2023, regular City Council Meeting since it occurs during the week between Christmas and New Year's Day.

Additionally, in observance of the Christmas and New Year holidays, Staff recommends closing City Hall from December 22, 2023, through January 1, 2024, and reopening on Tuesday, January 2, 2024.

RECOMMENDATION

Staff recommends canceling the November 23, 2023, and December 28, 2023, regular City Council Meetings and closing City Hall from December 22, 2023, through January 1, 2024.

CITY COUNCIL

ITEM NO. 6.5

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into by and between CITY OF INDUSTRY (“City”), on the one hand, and ABRAHAM N. CRUZ (“Cruz”), on the other hand, in accordance with the terms and conditions set forth below. The City and Cruz will be collectively referred to as the “Parties.”

RECITALS

A. The City is a municipal corporation and charter city existing under the laws of the State of California, and is located in the County of Los Angeles.

B. Cruz is an individual and former Councilmember for the City. Cruz was initially appointed to the City Council in 2015.

C. On December 8, 2020, Cruz filed a Complaint against the City of Industry and several other defendants in the action entitled *Abraham Cruz v. Mark Radecki, et al.*, Los Angeles Superior Court Case No. 20STCV47002 (“Cruz Lawsuit”). The City, together with defendants Mark Radecki, Cory Moss, Newell Ruggles, Michael Greubel, Catherine Marcucci, and Industry Property and Housing Management Authority, prevailed in the Cruz Lawsuit and were awarded costs by the Court on November 1, 2021, in the amount of \$931.35.

D. On July 8, 2020, the City filed a Complaint against Cruz in the action entitled *City of Industry v. Abraham Cruz*, Los Angeles Superior Court Case No. 20STCV25407 (“Lawsuit”). In the Complaint, the City alleges Cruz violated his fiduciary and legal duties to the City by unlawfully disclosing confidential closed session information during his tenure on the City Council, in violation of Government Code section 54963.

E. Cruz denies the allegations in the City’s Complaint and disputes the City’s entitlement to relief in the Lawsuit.

F. The City and Cruz now desire to resolve the Lawsuit and the costs amount owed in the Cruz Lawsuit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The Parties agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Declaration by Cruz.** As a condition precedent to this Agreement, Cruz shall execute, under penalty of perjury, and deliver to the City, the declaration attached hereto as **Exhibit A** (the "Cruz Declaration"). To induce the City to enter into this Agreement, Cruz hereby certifies and agrees that the information stated in the Cruz Declaration is true and correct and that he is not withholding any relevant information regarding the same. Any misrepresentation or omission in the Cruz Declaration shall constitute a material breach of this Agreement. Cruz further agrees that the City may use the Cruz Declaration at its discretion.

3. **Settlement Payment by Cruz.** Cruz agrees to pay the City, and the City agrees to accept, the total sum of Nine Hundred Thirty-One Dollars and Thirty-Five Cents (\$931.35) (the "Settlement Payment"), in settlement of the City's claims in the Lawsuit and to the costs owed to the City in the Cruz Lawsuit. The Settlement Payment shall be paid by check, made payable to the City of Industry and delivered to the following address no later than 5 court days after this Agreement and the Cruz Declaration are fully executed and delivered to the City:

City of Industry
c/o James M. Casso, Esq.
Casso & Sparks, LLP
13300 Crossroads Parkway North
Suite 410
Industry, CA 91746

4. **Dismissal of Action; Satisfaction of Judgment.** Within 10 court days after receipt of the Settlement Payment, the City shall (a) file a Request for Dismissal, without prejudice, of its Complaint against Cruz in the Action, and (b) file an Acknowledgment of Satisfaction of Judgment in the Cruz Lawsuit with respect to the outstanding costs amount.

5. **Release by the City.** The City hereby releases and forever discharges Cruz from all claims, causes of action, and liability under Government Code section 54963, which the City has, or may have had, against Cruz. The City's agreement to execute this release, and the release itself, is conditioned on the truthfulness of the Cruz Declaration. This release shall not affect Cruz's ongoing obligations under Government Code section 54963 or the City's right to seek legal or equitable relief if the City learns facts demonstrating that Cruz has disclosed, or will disclose, confidential information in violation of Government Code section 54963.

6. **Release by Cruz.** Cruz, on behalf of himself, hereby releases and forever discharges the City, as well as its past and present departments, boards, commissions, Council members, officials, officers, employees, consultants, managers, contractors, agents, corporate affiliates (including any corporations, companies, and partnerships that City controls or owns), successors, predecessors, administrators, trusts, trustees, trustors, beneficiaries, assigns, insurers, reinsurers, attorneys (including, but not limited to, Casso & Sparks, LLP and its current and former partners, associates, and employees), and representatives (collectively, the "City Released Parties"), from all claims, causes of action, and liability, whether at law or in equity, arising out of

the Lawsuit, which Cruz has, or may have had, against the City Released Parties, whether or not apparent or yet to be discovered, or which he may hereafter develop.

7. **California Civil Code Section 1542.** The Parties certify that they have read the provisions of California Civil Code Section 1542 and have consulted their own counsel regarding that section, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties hereby expressly waive and relinquish all rights and benefits under California Civil Code section 1542 with respect to the releases provided above.

8. **Exclusion of Claims from Releases.** Nothing in paragraphs 5, 6, and 7, or any other provision of the Agreement, is intended to release (1) any claim related to or arising from enforcement of this Agreement and (2) any claim the City has, or may have, against Cruz, relating to any violations of Government Code section 54963 that are not disclosed in the Cruz Declaration or any future violations of Government Code section 54963.

9. **No Assignment of Claims.** Each Party represents and warrants that it is the rightful owner of and has not encumbered, assigned, or transferred, nor will it in the future attempt to encumber, assign, or transfer, any claim for relief or cause of action released herein.

10. **Advice of Counsel.** In entering into this Agreement, each Party acknowledges that: (1) it has had the opportunity to seek and rely upon the legal advice of attorneys of its own choosing; (2) it fully understands and voluntarily accepts the Agreement's terms based on the consideration set forth in this Agreement and not on any other promises or representations by the other Party or any attorney or other agent or representative of the other Party; and (3) in deciding to sign this Agreement, it did not rely and has not relied on any oral or written representation or statement by the other Party or any attorney, or other agent or representative of the other Party, including, but not limited to, any representation or statement about the subject matter, basis, or effect of this Agreement.

11. **Authority.** Each Party represents and warrants that it has full authority to enter into, deliver, and perform under this Agreement, and that all acts and actions have been taken to grant such authority, and that no third-party consent, which has not already been obtained, is required. Each signatory to this Agreement represents and warrants that it is authorized to execute this Agreement on behalf of the Party for whom it executed this Agreement.

12. **Binding Agreement; Successors and Assigns.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective parents, subsidiaries, affiliates, predecessors, successors, assigns, executors, administrators, heirs, and estates.

13. **Further Cooperation.** Each Party agrees to take all actions and to make, deliver, sign, and file any other documents and instruments necessary to carry out the terms, provisions, purpose, and intent of this Agreement.

14. **No Admissions of Liability.** The Parties acknowledge that this Agreement represents a compromise and final settlement of disputed claims and agree that the performance of the conditions and provisions of this Agreement, including the payment and acceptance of the Settlement Payment, is not to be construed as an admission of any liability or wrongdoing whatsoever by any Party to this Agreement.

15. **Attorneys' Fees and Costs.** Except as provided for in this Agreement, each Party will bear their own attorneys' fees and costs of suit. However, if any Party brings a legal action to enforce or interpret this Agreement, the prevailing Party shall recover, in addition to any other relief, its reasonable attorneys' fees and costs incurred in such action.

16. **Choice of Law.** This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California (including its statutes of limitation), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

17. **Choice of Forum.** Any claim or action arising out of or relating to this Agreement, or an alleged breach thereof, shall be brought in the state or federal courts of California located in Los Angeles, in accordance with paragraph 16 of the Agreement. Should any such action or other proceeding be brought, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including post-judgment attorneys' fees and costs, incurred in connection with that claim or action.

18. **Notices.** Notices required to be sent under this Agreement shall be sent by email or U.S. mail to the Parties at the following addresses:

If to City of Industry:

City of Industry
c/o James M. Casso, Esq.
Casso & Sparks, LLP
13300 Crossroads Parkway North

Suite 410
Industry, CA 91746
jcasso@cassosparks.com

With a copy to:

F. Phillip Hosp V, Esq.
William N. Lawther, Esq.
Foley & Lardner LLP
555 South Flower Street, Suite 3300
Los Angeles, CA 90071
phosp@foley.com
wlawther@foley.com

If to Abraham N. Cruz:

Abraham N. Cruz

With a copy to:

David M. Gilmore, Esq.
Gilmore Magness Janisse, a Professional Corporation
7789 N. Ingram Ave., Suite 105
Fresno, CA 93711
dgilmore@gmlegal.net

19. **Construction and Waiver of Rights Under California Civil Code Section 1654.**

This Agreement has been reviewed by the Parties and their respective attorneys, and the Parties have had full opportunity to negotiate the contents of this Agreement. The Parties expressly waive any common law or statutory rule of construction that any ambiguities or uncertainties should be construed against the drafter of this Agreement, including, but not limited to, California Civil Code section 1654.

20. **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

21. **Headings.** The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement.

22. **Severability of Provisions.** Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

23. **Entire Agreement.** This Agreement, including the recitals and all exhibits attached hereto, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Each Party acknowledges that in entering into this Agreement, it has not relied on any promise, representation, or warranty not contained in this Agreement.

24. **Waiver.** No waiver of any provision of this Agreement shall be binding unless executed in writing and signed by a representative of the party making the waiver, and such executed written waiver shall not be deemed and shall not constitute either a waiver of any other provision of this Agreement or a continuing waiver.

25. **Modification.** No modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. If this Agreement or any document executed in connection with the Agreement, including the Cruz Declaration, is transmitted by telecopy, emailed “.pdf,” “.tif,” or any other electronic means that reproduces an image of the actual executed signature page it shall be effective as delivery of a manually executed counterpart of such document and shall constitute a covenant to deliver an executed original counterpart, but the failure to do so shall not affect the validity, enforceability, and binding effect of such document. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with the Agreement shall be deemed to include electronic signatures, deliveries, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

27. **Effective Date.** This Agreement will be effective as of the date that all documents required by the Agreement are executed and exchanged between the Parties.

EACH OF THE PARTIES CERTIFIES THAT IT HAS READ ALL OF THIS AGREEMENT AND FULLY UNDERSTANDS AND AGREES TO EACH OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

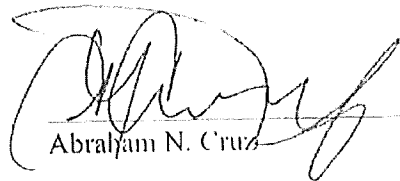
Dated:

CITY OF INDUSTRY

Joshua Nelson
City Manager

Dated: 10/18/2023

ABRAHAM N. CRUZ



Abraham N. Cruz

APPROVED AS TO FORM:


Dated:

FOLEY & LARDNER LLP

F. Phillip Hosp V
Counsel for City of Industry

Dated: 10/18/23

**GILMORE MAGNESS JANISSE, A
PROFESSIONAL CORPORATION**



David M. Gilmore
Counsel for Abraham N. Cruz

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

Dated:

CITY OF INDUSTRY

Joshua Nelson
City Manager

Dated:

ABRAHAM N. CRUZ

Abraham N. Cruz

APPROVED AS TO FORM:

Dated:

FOLEY & LARDNER LLP

F. Phillip Hosp V
Counsel for City of Industry

Dated:

**GILMORE MAGNESS JANISSE, A
PROFESSIONAL CORPORATION**

David M. Gilmore
Counsel for Abraham N. Cruz

EXHIBIT A

DECLARATION OF ABRAHAM N. CRUZ

DECLARATION OF ABRAHAM N. CRUZ

I, ABRAHAM N. CRUZ, hereby declare as follows:

1. I am over the age of eighteen. All of the matters within this declaration are within my personal knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true. If called as a witness, I could and would competently testify to the facts set forth in this declaration.

2. I submit this declaration pursuant to paragraph 2 of the Settlement Agreement and Release ("Agreement"), to which this declaration is attached as Exhibit A.

3. I served as a member of the City Council for the City of Industry ("City") from September 24, 2015 until July 21, 2020.

4. While serving as a member of the City Council, I acquired confidential and privileged information by being present in closed session meetings of the City Council and during discussions with attorneys representing the City ("Confidential Information").

5. I hereby represent, warrant, and certify under penalty of perjury that I have not disclosed any Confidential Information to any persons—including natural persons and business entities—not entitled to receive it, unless the City Council authorized disclosure of such Confidential Information. Such persons include, but are not limited to, David Gilmore, William Barkett, Frank Hill, and Alejandro Gonzalez.

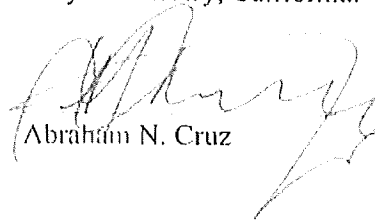
6. I further represent, warrant, and certify that I will not disclose any Confidential Information to any persons—including natural persons and business entities—not entitled to receive it, unless the City Council authorizes disclosure of such Confidential Information.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on

10/15

, 2023, at City of Industry, California.


Abraham N. Cruz

CITY COUNCIL

ITEM NO. 6.6

(Backup will be a Handout)

CITY COUNCIL MEETING
OCTOBER 26, 2023

ITEM NO. 6.6

HAND-OUT ITEM



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and City Council Members

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
Upendra Joshi, Senior Project Manager, CNC Engineering

DATE: October 26, 2023

SUBJECT: Consideration of Amendment No. 3 to the Memorandum of Agreement with the San Gabriel Valley Council of Governments, to award funding from the San Gabriel Valley Slower, Safer Streets Program

Background:

On December 2, 2021, the Los Angeles County Metropolitan Transportation Authority Board ("LACMTA Board") approved the Open Streets Cycle 4 Grant Program providing Los Angeles County Proposition C Funds ("Grant Funds") for events that temporarily close the street to automotive traffic and open them to pedestrians, cyclists, and demonstrations intending to make the streets safer for both pedestrians and motorists. The LACMTA Board approved the San Gabriel Valley Council of Governments ("SGVCOG") to serve as the pass-through agency of the Proposition C Funds with its member cities, and SGVCOG was successful in securing \$500,000.00 in Grant Funds during Cycle 4 from the LACMTA Board for the SGV Slower, Safer Streets Program. SGVCOG member cities were invited to apply to SGVCOG for Grant Funds of up to \$50,000.00 for eligible projects under the SGV Slower, Safer Streets Program. The City applied for \$40,000.00 in Grant Funds to support hosting a Slow Street Demonstration at the intersection of Nelson Avenue and Willow Avenue in the City ("Demonstration").

On July 28, 2022, the City approved a Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments to award funding from the SGV Slower Safer Streets Program. On February 6, 2023 the City approved Amendment No. 1 to award funding from the San Gabriel Valley Slower, Safer Streets Program.

On July 13, 2023, the City approved Amendment No. 2 to extends the term through October 31, 2023.

Staff worked with SGVCOG on preparation of an Implementation Plan for the project. The plan outlined the steps involved in carrying out the Demonstration from initial design, developing a schedule, to installing and project closeout. The Implementation Plan was reviewed and approved by SGVCOG on December 8, 2022.

Discussion:

After review of the City’s application, the SGVCOG determined that the Demonstration is eligible for an award in an amount not-to-exceed \$40,000.00 in Grant Funds for those reimbursable expenses described in Exhibit A. The Demonstration entails installing a Rectangular Rapid Flashing Beacon (“RRFB”) for the existing crosswalk at Nelson Avenue and Willow Avenue, an unsignalized intersection. Currently, there are only static advance signs. The RRFB will be pedestrian actuated and solar powered. This Demonstration will enhance the safety of both the vehicular and pedestrian traffic. The City will fund the Demonstration up front and thereafter be reimbursed 80 percent by SGVCOG, up to \$40,000.00, due to the condition of the Grant Funds, that the City is required to provide a minimum 20 percent contribution of the project costs.

The term of the Agreement is from August 17, 2022 to October 31, 2023. This Third Amendment extends the term through December 1, 2023. Additionally, it amends the temporary installation tasks to add full street closure requirements for a minimum of two street closure events, data collection using Metro’s Standardized Data Collection Template and Communication materials to be approved by SGVCOG and Metro before public demonstration. Staff expects the additional costs to be less than \$5,000.00 for the two street closures.

Fiscal Impact:

The fiscal impact associated with Amendment No. 3 is estimated to be less than \$5,000.00. This is budgeted in the adopted Fiscal Year 23-24 Capital Improvement Project budget (Account No. 120-702-5205, MP 22-19).

Recommendation:

Staff recommends approval of Amendment No. 3 to the Memorandum of Agreement.

Exhibit:

- A. Amendment No. 3 to the Memorandum of Agreement (“MOA”) between the SGVCOG and the City to Award Funding from the SGV Slower, Safer Streets Program, dated October 26, 2023

JN/MH/UJ:jf

EXHIBIT A:

Amendment No. 3 to the Memorandum of Agreement (“MOA”) between the SGVCOG and the City to Award Funding from the SGV Slower, Safer Streets Program, dated October 26, 2023

[Attached]

**THIRD AMENDMENT
TO
MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF INDUSTRY TO AWARD FUNDING
FROM THE SGV SLOWER SAFER STREETS PROGRAM**

This Third Amendment to the Memorandum of Agreement ("Third Amendment") is made and entered into as of October 26, 2023, by and between the San Gabriel Valley Council of Governments, a California joint powers agency ("SGVCOG"), and the City of Industry, a municipal corporation (herein referred to as the "City") with reference to the following:

A. The SGVCOG and the City entered into that certain Memorandum of Agreement dated as of July 28, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The SGVCOG and the City entered into that certain First Amendment to the Original Agreement dated as of February 22, 2023, and the Second Amendment dated July 13, 2023, which are collectively incorporated herein by the reference (the "Amendments"), which Amendments and Original Agreement collectively are referred to as the "Agreement"; and

C. The SGVCOG and the City desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement.

2. **Revised Scope of Work.** The Scope of Work, Exhibit "A" to the Agreement, is hereby deleted and replaced in its entirety with the Scope of Work described in Exhibit "A" attached hereto and incorporated herein by this reference.

3. **Term.** The Term of the Agreement as set forth in Section 2 therein is from September 30, 2023 to October 31, 2023. This Third Amendment extends the Term up to and including December 1, 2023.

4. **Integration.** This Third Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Third Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the terms and provisions of this Third Amendment shall control.

IN WITNESS hereof, the parties enter into this Third Amendment on the year and day first above written.

“CITY”

CITY OF INDUSTRY

By: _____

Printed Name: _____

Title: _____

“SGVCOG”

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: _____

Marisa Creter

Title: Executive Director

ATTEST

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM

David DeBerry, General Counsel

APPROVED AS TO FORM

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SCOPE OF WORK

[Behind this page.]

**San Gabriel Valley Council of Governments (SGVCOG) San
Gabriel Valley Slower, Safer Street Program Implementation Plan
for
City of Industry (City) Slow Street Demonstration Project**

Demonstration Location: The Demonstration will be located at the intersection of Nelson Avenue and Willow Avenue in the City. The Demonstration is located on the border of the City and the City of La Puente, with Nelson Avenue acting as the dividing line between the two cities. There is an Adult Learning Center on the north side of the Nelson Avenue (City of La Puente) and commercial/industrial businesses on the south side of Nelson Avenue (City of Industry).

Event Description: The City will purchase and demonstrate the use of a solar powered Rectangular Rapid Flashing Beacon (RRFB) at an existing un-signalized intersection of Nelson Avenue and Willow Avenue. The demonstration will increase crosswalk visibility, slow down oncoming vehicular traffic, improve safety and encourage active forms of transit.

Implementation Plan: The following is a breakdown of the sequence of tasks, including budget and schedule, needed to implement the demonstration.

Planning and Engineering Tasks:

1. Identify Location for Demonstration: *This task has already been completed.*
2. Field Review to identify any constraints: *This will involve a site visit to the location document the existing conditions, including any that impact the layout or location of the RRFB. The field review will include photo documentation of the existing conditions.*
3. Research available devices: *Research will be performed to determine which traffic equipment manufacturers provide RRFB's. In addition, research will need to be done to determine the proper solar panel size, configuration and support equipment to provide power to the RRFB.*
4. Identify additional safety measures to incorporate: *In addition to the installation of the RRFB device, the existing conditions of the location as well as the pedestrian and vehicular movements will be evaluated to determine if additional safety measurement need to be incorporated to supplement the RRFB.*

Engineering Tasks:

5. Preparation of Base Map: *A topographic map will be prepared to properly locate all existing surface features that may impact the location of the RRFB, sight distance for approaching vehicles and visibility to the crosswalk.*
6. Prepare conceptual layout of devices, signage and any additional safety measures: *Once the base map has been completed and the specific RRFB and solar panel devices have been selected, a conceptual layout plan will be prepared.*
7. Coordinate with and obtain approval of conceptual layout from the City of La Puente: *Since the project location straddles the boundary between the Cities of Industry and La Puente, the City of Industry will meet with the City of La Puente to discuss the proposed safety measure and the need to perform work within La Puente's jurisdiction.*
8. Prepare final plans and Bid Documents: *Upon agreement between the Cities of Industry and La Puente on the conceptual layout, final plans and Bid Documents will be prepared for submission to contractors for bidding purposes.*

Bidding Tasks:

9. Using plans and bid documents, obtain contractor to purchase and setup devices: *The City of Industry will solicit 3 bids from contractors qualified to perform the work necessary to provide a functional RRFB system. The bids will be evaluated and a contractor will be selected to enter into contract with to setup the RRFB for the demonstration.*

Temporary Installation Tasks:

10. Contract Administration: *Once the contract has been executed between the selected contractor and the City, the City's construction manager will authorize the contractor to begin the work.*
11. Installation: *The City will provide inspection of the work as it is progressing, including documenting the progress.*
12. Closures: *The demonstration will incorporate a minimum of two street closure events that highlight the intervention and/or allow public participation and feedback. These may coincide with opening/installation and closing/removal activities, but do not need to. Full closure to cars during the events is required. There is no minimum time or programming requirement for the events.*
13. Surveys: *The demonstration will include the solicitation of feedback from the public and stakeholders using Metro's Standardized Data Collection Template. The survey may be supplemented as necessary.*
14. Communication Materials: *Public facing communications related to the demonstration will be approved ahead of time by SGVCOG and Metro staff. Materials will be sent to SGVCOG staff, who will then ensure Metro approval before dissemination.*

Close Out Tasks:

15. Final Inspection: *Upon completion of the installation, the City of Industry will perform a final inspection to determine the system is functioning as intended and no additional safety measures need to be implemented.*

16. Temporary Installation Sign Off: *Once the City is satisfied with the system, a Notice of Completion will be issued to the contractor.*
17. Evaluation: *The City will provide an opportunity for the surrounding community to provide feedback on the demonstration project for a period of 30 days. If the demonstration proves to be a success, the City may consider installing RRFB permanently.*
18. Final Invoicing: *After the Notice of Completion is issued, all outstanding and final invoices will be processed and payment made to the contractor.*
19. Project Closeout: *Upon final payment to the contractor and any final billings for staff and/or consultants, the City will closeout the project.*

Detailed Schedule

The following schedule is based on approval of the cities Implementation Plan by SGVCOG with the tentative start date being December 15, 2022.

Phase	Associated Tasks	Duration (Working Days)	Begin Date	End Date
Planning	1,2,3 & 4	30	12/15/22	01/26/23
Engineering	5,6,7 & 8	30	01/27/23	06/16/23
Bidding	9	15	06/15/23	10/02/23
Temporary Installation	10 & 11	40	10/24/23	11/24/23
Closeout	12,13,14,15 & 16	45	11/24/23	12/01/23

Budget Breakdown

The following table is a breakdown of the anticipated expenses associated with the demonstration.

Phase	Budget Amount
Planning ⁽¹⁾	\$1,350.00
Engineering ⁽¹⁾	\$5,420.00
Bidding ⁽¹⁾	\$2,260.00
Temporary Installation	\$34,615.00
Close out	\$3,010.00
Total:	\$46,655.00

(1) City contribution to demonstration project

It is understood that the above schedule and all invoices related to the demonstration will be submitted to the SGVCOG no later than December 1, 2023.

CITY COUNCIL

ITEM NO. 7.1