



**CITY COUNCIL
REGULAR MEETING
AGENDA**

MAYOR CORY MOSS
MAYOR PRO TEM MICHAEL GREUBEL
COUNCIL MEMBER STEVE MARCUCCI
COUNCIL MEMBER MARK D. RADECKI
COUNCIL MEMBER NEWELL RUGGLES

FEBRUARY 27, 2025 AT 9:00 AM

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: 264 425 304 297

Meeting Passcode: j6ai38bz

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 979 085 094#

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 February 27, 2025

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

- 6.2. Consideration of the minutes of March 14, 2024 regular meeting, April 11, 2024 regular meeting, May 16, 2024 special meeting, June 27, 2024 regular meeting, October 10, 2024 regular meeting, October 10, 2024 special meeting, October 24, 2024 regular meeting, November 14, 2024 regular meeting and the January 9, 2025 regular meeting

RECOMMENDED ACTION: *Approve as submitted.*

- 6.3. Second Reading and Adoption of Zoning Code Amendment No. 24-08, an Ordinance amending Section 17.04.010 (Zones-Classifications) of Chapter 17.04 (General Provisions) of Title 17 (Zoning); and amending Chapter 17.22 (Housing Overlay Zone) of Title 17 (Zoning); and adding Chapter 17.72 (Affordable Housing Density Bonus), to Title 17 (Zoning) of the City of Industry Municipal Code, to Implement the City's 2021-2029 Housing Element, and Adopt a Notice of Exemption Regarding Same, and Make Findings In Support Thereof

RECOMMENDED ACTION: *Adopt Ordinance No. 826*

- 6.4. Consideration of Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc., for On-Call Hazardous Waste Removal and Clean Up Services, extending the term through February 27, 2028, revising the rate schedule, updating the address for the City, and increasing compensation by \$100,000.00

RECOMMENDED ACTION: *RECOMMENDED ACTION: Approve the Amendment*

- 6.5. Consideration of the Purchase of Two Vehicles for Industry Sheriff's Youth Athletic League in the amount of \$98,311.76 and a Bailment Agreement with County of Los Angeles for the Use of Vehicles from February 27, 2025 through February 27, 2035

RECOMMENDED ACTION: Approve the Purchase and Bailment Agreement

- 6.6. Consideration of Closeout Change Order No. 1 and Notice of Completion for Contract No. CITY-1507, Installation of Remote Monitoring System on Citywide Streetlights (informal) with Pacific Utility Installation, Inc.

RECOMMENDED ACTION: Approve Change Order No. 1 and authorize the Director of Public Works to execute the Notice of Completion.

- 6.7. Consideration of Notice of Completion for Contract No. CITY-1515, Chino Ranch Dam No. 1 Riprap Project at Arnold Reservoir with CGI Construction Inc.

RECOMMENDED ACTION: Authorize the Director of Public Works to execute the Notice of Completion.

- 6.8. Presentation of the FY 2024-2025 Mid-Year Budget Report, and Consideration of Resolution No. CC 2025-08, adopting the City's Fiscal Year 2024-2025 Proposed Mid-Year Budget Amendments, and FY 2024-2025 Proposed Mid-Year Budget Amendments for the Capital Improvement Program Budget

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-08

- 6.9. City of Industry's Response to Earthquake Safety Readiness, Los Angeles County Civil Grand Jury Report 2023-2024

RECOMMENDED ACTION: Authorize Staff to Transmit City of Industry's Response to Earthquake Safety Readiness, Los Angeles County Civil Grand Jury Report 2023-2024

- 6.10. Consideration of a Lease by and Between the City of Industry and Puente Hills Ford, LLC

RECOMMENDED ACTION: Approve the lease

7. ACTION ITEMS

7.1. Discussion and direction regarding fireworks regulations

RECOMMENDED ACTION: Discuss and provide direction to Staff.

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

9.1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: City of Industry v. E-Ho One, LLC, et al.

Los Angeles County Superior Court Case No. 25STCV03695

9.2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: City of Industry v. Legacy City Center, LLC

Los Angeles County Superior Court Case No. 25STCV03524

9.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)

Case: City of Industry v. Legacy Point, LLC

Los Angeles County Superior Court Case No. 25STCV03700

9.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: City of Industry v. Puente Hills Associates, LLC

Los Angeles County Superior Court Case No. 25STCV03679

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular City Council Meeting is March 13, 2025, at 9:00 AM.

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF FEBRUARY 27, 2025**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	5,271,239.97
103	PROP A FUND	6,302.05
107	MEASURE W FUND	38,009.25
120	CAPITAL IMPROVEMENTS	1,829,491.72
TOTAL ALL FUNDS		7,145,042.99

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	2,011,354.41
PROP/A	PROP A - CKING ACCOUNT	6,302.05
M/W	MEASURE W - CKING ACCOUNT	38,009.25
WFBK	WELLS FARGO - CKING ACCOUNT	5,089,377.28
TOTAL ALL BANKS		7,145,042.99

APPROVED PER CITY MANAGER

DATE

Opshua Nelson

02/20/25

**CITY OF INDUSTRY
BANK OF AMERICA
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1404	02/13/2025		MIDAMERICA ADMINISTRATIVE & RET	\$62,482.60
	Invoice	Date	Description	Amount
	MAR/APR2025	02/13/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS	\$62,482.60
WT1405	02/13/2025		JOHN HANCOCK USA	\$6,871.81
	Invoice	Date	Description	Amount
	1/18/25-1/31/25	02/13/2025	PARS CONTRIBUTIUONS FOR 1/18/24-1/31/25	\$6,871.81
24601	02/12/2025		CITY OF INDUSTRY	\$1,942,000.00
	Invoice	Date	Description	Amount
	2/12/2025	02/12/2025	TRANSFER FUNDS-CITY REG 2/13/25	\$1,942,000.00

Checks	Status	Count	Transaction Amount
	Total	3	\$2,011,354.41

**CITY OF INDUSTRY
PROP A VOIDED CHECKS
February 27, 2025**

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90655	02/19/2025	02/19/2025	WALNUT VALLEY WATER DISTRICT	(\$41.61)
	Invoice	Date	Description	Amount
	5238623	02/11/2025	VOIDED-INCORRECT DUE DATE 1/1-1/31/25 SVC-PLATFORM METROLINK BREA CYN RD	(\$41.61)

Checks	Status	Count	Transaction Amount
	Total	1	(\$41.61)

**CITY OF INDUSTRY
PROP A
February 27, 2025**

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90655	02/19/2025	02/19/2025	WALNUT VALLEY WATER DISTRICT	\$41.61
	Invoice	Date	Description	Amount
	5238623	02/11/2025	1/1-1/31/25 SVC-PLATFORM METROLINK BREA CYN RD	\$41.61
90656	02/19/2025		WALNUT VALLEY WATER DISTRICT	\$41.61
	Invoice	Date	Description	Amount
	5238623-A	02/11/2025	1/1-1/31/25-PLATFORM METROLINK BREA CYN	\$41.61
90657	02/27/2025		INDUSTRY SECURITY SERVICES	\$5,630.01
	Invoice	Date	Description	Amount
	SG-ML-2024	02/07/2025	SECURITY SVC-METROLINK	\$2,782.40
	SG-ML-2025	02/14/2025	SECURITY SVC-METROLINK	\$2,847.61
90658	02/27/2025		JANUS PEST MANAGEMENT	\$75.00
	Invoice	Date	Description	Amount
	280613	02/06/2025	PEST SVC-METROLINK	\$75.00
90659	02/27/2025		VALLEY VISTA SERVICES, INC	\$555.43
	Invoice	Date	Description	Amount
	1933513	02/01/2025	DISP SVC-METROLINK	\$555.43

Checks	Status	Count	Transaction Amount
	Total	5	\$6,343.66

**CITY OF INDUSTRY
MEASURE W
February 27, 2025**

Check	Date	Payee Name		Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking				
300139	02/27/2025	ANNEALTA GROUP		\$38,009.25
	Invoice	Date	Description	Amount
	497-3494	02/07/2025	STORMWATER COMPLIANCE-JAN 2025	\$38,009.25

Checks	Status	Count	Transaction Amount
	Total	1	\$38,009.25

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10067	02/12/2025		INDUSTRY PROPERTY & HOUSING AU	\$210,000.00
	Invoice	Date	Description	Amount
	2/12/2025	02/12/2025	TRANSFER FUNDS-IPHMA REG 2/12/25	\$210,000.00
WT10068	02/12/2025		CIVIC RECREATIONAL INDUSTRIAL AL	\$32,000.00
	Invoice	Date	Description	Amount
	2/12/2025	02/12/2025	TRANSFER FUNDS-CRIA REG 2/12/25	\$32,000.00

Checks	Status	Count	Transaction Amount
	Total	2	\$242,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
84613	02/11/2025		CALIFORNIA PROTECTIVE PARENTS A	\$2,500.00
	Invoice	Date	Description	Amount
	1/30/2025	01/30/2025	SPONSORSHIP FOR CALIFORNIA PROTECTIVE EVENT	\$2,500.00
84614	02/11/2025		DIRECTV - FOR BUSINESS	\$107.00
	Invoice	Date	Description	Amount
	034740128X250131	01/31/2025	RSN/TV ACCESS FEES	\$107.00
84615	02/11/2025		GRANITE TELECOMMUNICATIONS, LL	\$344.04
	Invoice	Date	Description	Amount
	682687694	02/01/2025	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$344.04
84616	02/11/2025		SPARKLETTS	\$249.29
	Invoice	Date	Description	Amount
	21654939 020725	02/07/2025	WATER DELIVERY	\$249.29
84617	02/11/2025		TPX COMMUNICATIONS	\$644.99
	Invoice	Date	Description	Amount
	184106447-0	01/31/2025	TEL/INTERNET-HOMESTEAD	\$644.99
84618	02/11/2025		TPX COMMUNICATIONS	\$4,379.17
	Invoice	Date	Description	Amount
	184123125-0	01/31/2025	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,379.17
84619	02/13/2025		AT & T	\$8.60
	Invoice	Date	Description	Amount
	2025-00001313	02/01/2025	2/1-2/28/25 SVC-CITY WHITE PGS LISTING	\$8.60

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
84620	02/13/2025	AT & T			\$183.68
	Invoice	Date	Description	Amount	
	9534108900	01/29/2025	1/29-2/28/25 SVC-METROLINK T1 CIRCUIT	\$183.68	
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84621	02/13/2025	ROWLAND WATER DISTRICT			\$2,129.83
	Invoice	Date	Description	Amount	
	2025-00001334	01/29/2025	12/8-1/7/25 SVC-AZUSA AVE	\$64.95	
	2025-00001335	01/29/2025	12/8-1/7/25 SVC-AZUSA AVE - CENTER	\$61.70	
	2025-00001336	01/29/2025	12/8-1/7/25 SVC-930 S AZUSA AVE	\$503.83	
	2025-00001337	01/29/2025	12/8-1/7/25 SVC-17401 E VALLEY BLVD	\$911.00	
	2025-00001338	01/29/2025	12/8-1/7/25 SVC-18044 ROWLAND ST	\$129.40	
	2025-00001339	01/29/2025	12/8-1/7/25 SVC-HURLEY ST & VALLEY BLVD	\$458.95	
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84622	02/13/2025	SAN GABRIEL VALLEY WATER CO.			\$10,909.54
	Invoice	Date	Description	Amount	
	2025-00001302	01/31/2025	12/30-1/30/25 SVC-CROSSROADS PKY S	\$903.36	
	2025-00001303	01/31/2025	12/30-1/30/25 SVC-STA 103-80 CROSSROADS PKY S	\$309.90	
	2025-00001304	01/31/2025	12/30-1/30/25 SVC-CROSSROADS PKY S	\$2,905.25	
	2025-00001305	01/31/2025	12/30-1/30/25 SVC-CROSSROADS PKY N	\$1,583.76	
	2025-00001306	01/31/2025	12/30-1/30/25 SVC-STA 129-00 CROSSROADS PKY N	\$1,648.28	
	2025-00001307	01/31/2025	12/30-1/30/25 SVC-STA 111-50 CROSSROADS PKY N	\$461.69	
	2025-00001308	01/31/2025	12/30-1/30/25 SVC-PELLISSIER	\$470.37	
	2025-00001309	01/31/2025	12/30-1/30/25 SVC-PELLISSIER	\$287.36	
	2025-00001310	01/31/2025	12/30-1/30/25 SVC-PECK/UNION PACIFIC B	\$228.59	
	2025-00001311	01/31/2025	12/30-1/30/25 SVC-S/E COR OF PELLISSIER	\$1,415.07	
	2025-00001312	01/31/2025	12/30-1/30/25 SVC-PELLISSIER	\$450.42	

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2025-00001318	01/31/2025	12/30-1/30/25 SVC-IRRIG SALT LAKE/SEVENTH	\$245.49
84623	02/13/2025		SOCALGAS	\$2,315.42
	Invoice	Date	Description	Amount
	2025-00001314	02/06/2025	1/6-2/4/25 SVC-15651 MAYOR DAVE WAY	\$653.88
	2025-00001315	02/06/2025	1/6-2/4/25 SVC-15633 RAUSCH RD	\$775.47
	2025-00001316	02/06/2025	1/6-2/4/25 SVC-15625 MAYOR DAVE WAY APT A	\$520.54
	2025-00001317	02/06/2025	1/6-2/4/25 SVC-15625 MAYOR DAVE WAY APT B	\$365.53
84624	02/13/2025		SOUTHERN CALIFORNIA EDISON	\$52,058.55
	Invoice	Date	Description	Amount
	2025-00001319	02/04/2025	1/6-2/3/25 SVC-1123 HATCHER AVE STE A	\$532.28
	2025-00001320	02/03/2025	1/1-1/31/25 SVC-600 S BREA CYN METROLINK STN	\$363.10
	2025-00001321	02/03/2025	1/1-1/31/25 SVC-600 S BREA CYN A-METROLINK	\$15.25
	2025-00001322	02/03/2025	1/1-1/31/25 SVC-VARIOUS SITES	\$27,460.85
	2025-00001323	02/03/2025	1/1-1/31/25 SVC-VARIOUS SITES	\$213.25
	2025-00001324	02/03/2025	1/1-1/31/25 SVC-NOGALES ST/SAN JOSE AVE	\$196.86
	2025-00001325	02/03/2025	1/1-1/31/25 SVC-133 N AZUSA AVE	\$126.98
	2025-00001326	02/03/2025	1/1-1/31/25 SVC-1 VALLEY/AZUSA	\$28.62
	2025-00001327	02/07/2025	1/9-2/6/25 SVC-122 N PUENTE AVE U1	\$17.19
	2025-00001328	02/06/2025	1/1-1/31/25 SVC-600 S BREA CYN-METROLINK	\$125.73
	2025-00001329	02/06/2025	1/6-2/3/25 SVC-VARIOUS SITES	\$14.71
	2025-00001330	02/07/2025	1/9-2/6/25 SVC-575 BALDWIN PARK BLVD U	\$105.50
	2025-00001331	02/03/2025	1/1-1/31/25 SVC-VARIOUS SITES	\$9,502.58
	2025-00001332	02/03/2025	12/13-1/13/25 SVC-VARIOUS SITES	\$3,253.41
	2025-00001333	02/03/2025	1/1-1/31/25 SVC-VARIOUS SITES	\$10,102.24

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
84625	02/13/2025		SUBURBAN WATER SYSTEMS	\$229.11
	Invoice	Date	Description	Amount
	180090885121	02/03/2025	1/7-2/3/25 SVC-NE CNR VALLEY/STIMS	\$229.11
84626	02/13/2025		T-MOBILE	\$110.00
	Invoice	Date	Description	Amount
	983372277-31	02/10/2025	1/1-1/31/25 SVC-YAL & TONNER CYN HOT SPOT	\$110.00
84627	02/19/2025		FRONTIER	\$1,484.03
	Invoice	Date	Description	Amount
	2025-00001348	02/02/2025	2/2-3/1/25 SVC-1015 NOGALES ST	\$78.09
	2025-00001349	02/01/2025	2/1-2/28/25 SVC-VARIOUS SITES	\$1,257.46
	2025-00001353	02/02/2025	2/2-3/1/25 SVC-IH GOLF COURSE FUEL PUMP	\$148.48
84628	02/19/2025		SOUTHERN CALIFORNIA EDISON	\$9,696.95
	Invoice	Date	Description	Amount
	2025-00001343	02/13/2025	1/14-2/12/25 SVC-1341 FULLERTON RD	\$143.05
	2025-00001344	02/13/2025	1/14-2/12/25 SVC-VARIOUS SITES	\$7,351.14
	2025-00001345	02/13/2025	1/10-2/12/25 SVC-VARIOUS SITES	\$1,855.97
	2025-00001346	02/13/2025	1/14-2/12/25 SVC-VARIOUS SITES	\$105.83
	2025-00001347	02/13/2025	1/14-2/12/25 SVC-PECK RD S/O PELLISSIER	\$29.62
	2025-00001351	02/10/2025	1/10-2/9/25 SVC-504 S 6TH AVE U TC1	\$96.25
	2025-00001352	02/10/2025	1/10-2/9/25 SVC-490 S 7TH U	\$115.09
84629	02/19/2025		STATE COMPENSATION INSURANCE F	\$10,193.43
	Invoice	Date	Description	Amount
	1002369311	02/01/2025	WORKERS COMP PREMIUM FOR FEBRUARY 2025	\$10,193.43

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
84630	02/19/2025	THREE VALLEYS MUNICIPAL WATER I		\$2,534.33
	Invoice	Date	Description	Amount
	06673	01/31/2025	1/1-1/31/25 SVC-TONNER CYN	\$2,534.33
84631	02/19/2025	VERIZON BUSINESS		\$192.83
	Invoice	Date	Description	Amount
	08705252	02/10/2025	1/1-1/31/25 SVC-VARIOUS SITES	\$47.20
	08705253	02/10/2025	1/1-1/31/25 SVC-VARIOUS SITES	\$145.63
84632	02/19/2025	WALNUT VALLEY WATER DISTRICT		\$3,523.20
	Invoice	Date	Description	Amount
	5237693	02/11/2025	1/1-1/31/25 SVC-IRR 820 FAIRWAY DR	\$87.65
	5237744	02/11/2025	1/1-1/31/25 SVC-LEMON AVE N OF CURRIER RD	\$126.07
	5237859	02/11/2025	1/1-1/31/25 SVC-60 FWY INTERCHANGE FAIRWAY DR	\$42.47
	5237779	02/11/2025	1/1-1/31/25 SVC-BREA CYN RD & OLD RANCH RD	\$78.19
	5237795	02/11/2025	1/1-1/31/25 SVC-FERRERO & GRAND EAST RAMP	\$912.25
	5237840	02/11/2025	1/1-1/31/25 SVC-21350 VALLEY/MEDIAN	\$86.17
	5237841	02/11/2025	1/1-1/31/25 SVC-GRAND CROSSING EAST	\$67.55
	5237842	02/11/2025	1/1-1/31/25 SVC-GRAND CROSSING WEST	\$70.21
	5237843	02/11/2025	1/1-1/31/25 SVC-BAKER PKWY & GRAND N/W CNR	\$880.33
	5237850	02/11/2025	1/1-1/31/25 SVC-E/S GRAND S/O BAKER PKWY	\$130.21
	5237856	02/11/2025	1/1-1/31/25 SVC-BREA CYN N OF RR TRKS	\$470.73
	5237857	02/11/2025	1/1-1/31/25 SVC-BREA CYN N OF CURRIER	\$178.13
	5238873	02/11/2025	1/1-1/31/25 SVC-1004 U FAIRWAY DR GRADE SEP	\$189.85
	5238859	02/11/2025	1/1-1/31/25 SVC-NOGALES PUMP STN	\$114.65
	5238624	02/11/2025	1/1-1/31/25 SVC-PUMP STN BREA CYN	\$37.15

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5238604	02/11/2025	1/1-1/31/25 SVC-PUMP STN N/W CHERYL LN/MAYO	\$51.59
84633	02/27/2025		100% AUTO CARE & DETAILED	\$680.00
	Invoice	Date	Description	Amount
	149	01/22/2025	CAR WASH SVC-CITY VEHICLES	\$380.00
	150	02/03/2025	CAR WASH SVC-CITY VEHICLES	\$300.00
84634	02/27/2025		ADVANTEC CONSULTING ENGINEERS	\$380.00
	Invoice	Date	Description	Amount
	9803-0230-26	02/14/2025	INTELLIGENT TRANSPORTATION SYSTEM	\$380.00
84635	02/27/2025		ALFARO COMMUNICATIONS CONSTRI	\$1,395,435.19
	Invoice	Date	Description	Amount
	#2CITY-1442	02/01/2025	NELSON AVE INTERSECTION IMPROVEMENTS-PUENT	\$1,468,879.17
84636	02/27/2025		ANDRUES/PODBERESKY, APLC	\$12,716.00
	Invoice	Date	Description	Amount
	03682	02/06/2025	LEGAL SVC-JAN 2025	\$12,716.00
84637	02/27/2025		ANNEALTA GROUP	\$113,407.00
	Invoice	Date	Description	Amount
	497-3493	02/07/2025	GENERAL DEV SVC-JAN 2025	\$44,299.00
	497-3495	02/07/2025	GENERAL PLANNING SVC-JAN 2025	\$43,189.00
	497-3496	02/07/2025	20701 E CURRIER RD	\$3,729.00
	497-3497	02/07/2025	184 S 6TH ST	\$1,818.50
	497-3498	02/07/2025	17855 ARENTH AVE	\$332.00
	497-3499	02/07/2025	16425 GALE AVE	\$2,621.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	497-3500	02/07/2025	17550 CASTLETON ST	\$3,186.00
	497-3502	02/07/2025	16207, 16233 & 16253 GALE AVE	\$3,502.50
	497-3501	02/07/2025	16010 & 16020 PHOENIX	\$4,848.00
	497-3503	02/07/2025	17300 GALE AVE	\$728.00
	497-3504	02/07/2025	15051 DON JULIAN RD	\$2,060.00
	497-3505	02/07/2025	18558 GALE AVE STE 186 & 188	\$453.00
	497-3506	02/07/2025	720 SEVENTH AVE	\$913.00
	497-3507	02/07/2025	18558 GALE AVE	\$332.00
	497-3508	02/07/2025	14940 PROCTOR AVE	\$151.00
	497-3510	02/07/2025	3300 GILMAN RD	\$249.00
	497-3511	02/07/2025	15257 GALE AVE	\$996.00
84638	02/27/2025		ARAMARK REFRESHMENT SERVICES	\$141.62
	Invoice	Date	Description	Amount
	2525980	02/04/2025	SILVER WATER FILTER	\$141.62
84639	02/27/2025		B2 PRINT, LLC	\$1,992.75
	Invoice	Date	Description	Amount
	0013146-C	01/30/2025	#9 ENVELOPES-SA	\$398.55
	0013146	01/30/2025	#9 & #10 ENVELOPES-COI	\$1,594.20
84640	02/27/2025		BLAKE AIR CONDITIONING COMPANY	\$24,901.00
	Invoice	Date	Description	Amount
	67823	01/31/2025	REPLACE CONTACTORS TO CHILLERS-EL ENCANTO	\$5,277.00
	M62090	12/19/2024	QRTLY MAINT-CITY HALL	\$4,663.00
	M62092	12/13/2024	A/C MAINT-EL ENCANTO	\$9,051.00
	M62106	12/11/2024	A/C MAINT-IBC	\$4,157.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	M62167	12/20/2024	A/C MAINT-YAL/POST OFFICE	\$1,753.00
84641	02/27/2025		CASSO & SPARKS, LLP	\$139,339.19
	Invoice	Date	Description	Amount
	21042	02/14/2025	SA-LEGAL FEES FOR DEC 2024	\$514.50
	21044	02/18/2025	COI-LEGAL FEES FOR JAN 2025	\$138,824.69
84642	02/27/2025		CINTAS CORPORATION LOC 693	\$201.20
	Invoice	Date	Description	Amount
	4220611526	02/10/2025	DOOR MATS	\$100.60
	4221340590	02/17/2025	DOOR MATS	\$100.60
84643	02/27/2025		CITY OF INDUSTRY	\$356.04
	Invoice	Date	Description	Amount
	2025-00000039	01/31/2025	IH FUELS PUMP-CITY HALL VEHICLES	\$356.04
84644	02/27/2025		CNC ENGINEERING	\$314,798.75
	Invoice	Date	Description	Amount
	511857	02/13/2025	SOLAR INSTALLATION AT CITY HALL	\$6,790.00
	511858	02/13/2025	EL ENCANTO ROOF REFURB	\$420.00
	511859	02/13/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$2,530.00
	511860	02/13/2025	KELLA AVE STORM DRAIN	\$1,970.00
	511861	02/13/2025	GALE AVE REALIGNMENT	\$16,416.25
	511862	02/13/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$262.50
	511863	02/13/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$20,496.25
	511864	02/13/2025	GENERAL ENG SVC-184 S 6TH AVE & 14436 VALLEY BL	\$955.00
	511865	02/13/2025	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRAD	\$2,147.50

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
511866	02/13/2025	GENERAL ENG SVC-DEV PLANS AT IBC	\$4,155.00
511867	02/13/2025	GENERAL ENG SVC-TRAFFIC	\$4,685.00
511868	02/13/2025	GENERAL ENG SVC 1/20-2/9/25	\$7,592.50
511869	02/13/2025	GENERAL ENG SVC-COUNTER SERVICE	\$3,852.50
511870	02/13/2025	GENERAL ENG SVC-PLAN APPROVAL	\$31,788.75
511871	02/13/2025	GENERAL ENG SVC-PERMITS	\$31,796.25
511872	02/13/2025	GENERAL ENG SVC-STREET LIGHTS	\$6,802.50
511873	02/13/2025	GENERAL ENG SVC 1/20-2/9/25	\$116,732.50
511874	02/13/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO	\$3,092.50
511875	02/13/2025	SEWER MANAGEMENT SYSTEM	\$187.50
511876	02/13/2025	TONNER CYN PROPERTY	\$1,568.75
511877	02/13/2025	TREE REMOVAL ON BOY SCOUT RESERVATION AT TC	\$570.00
511878	02/13/2025	COLIMA RD WIDENING	\$5,682.50
511879	02/13/2025	SALT LAKE AVE IMPROVEMENTS	\$1,005.00
511880	02/13/2025	NELSON AVE RESURFACING	\$10,762.50
511881	02/13/2025	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$5,580.00
511882	02/13/2025	CITY ADMINISTRATIVE OFFICES	\$4,868.75
511883	02/13/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$507.50
511884	02/13/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$1,403.75
511885	02/13/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$730.00
511886	02/13/2025	HOMESTEAD MUSEUM IMPROVEMENTS	\$200.00
511887	02/13/2025	HOMESTEAD MUSEUM UPGRADES	\$285.00
511888	02/13/2025	SAFETY UPGRADES AR VARIOUS RAILROAD CROSSIN	\$4,015.00
511889	02/13/2025	SIGNING & STRIPING IMPROVEMENTS	\$830.00
511890	02/13/2025	METROLINK-MAINT OF PARKING LOT	\$1,485.00
511891	02/13/2025	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$6,892.50
511892	02/13/2025	EL ENCANTO IMPROVEMENTS AND MAINT	\$2,605.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
511893	02/13/2025	MUSEUM-HEALTHCARE CAMPUS DATA UPGRADES	\$3,135.00
84645	02/27/2025	CNC ENGINEERING	\$200,671.25
Invoice	Date	Description	Amount
511894	02/13/2025	SAN JOSE AVE RECONSTRUCTION	\$7,105.00
511895	02/13/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	\$3,480.00
511896	02/13/2025	605 FWY AND VALLEY BLVD INTERCHANGE	\$150.00
511897	02/13/2025	SIXTH AVENUE RECONSTRUCTION	\$525.00
511898	02/13/2025	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,710.00
511899	02/13/2025	NELSON AVE OVER PUENTE CREEK	\$370.00
511900	02/13/2025	FISCAL YEAR BUDGET	\$3,403.75
511901	02/13/2025	BIXBY DR PCC PAVEMENT	\$14,410.00
511902	02/13/2025	FOLLOW'S CAMP PROJECT	\$295.00
511903	02/13/2025	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	\$7,400.00
511904	02/13/2025	VARIOUS ASSIGNMENTS RELATED TO SA	\$1,062.50
511905	02/13/2025	NELSON AVE INTERSECTION	\$52,062.50
511906	02/13/2025	MAINT OF 1123 HATCHER AVE	\$1,452.50
511907	02/13/2025	MISC IMPROVEMENTS AT 1123 HATCHER AVE	\$1,530.00
511908	02/13/2025	15559-15650 RAUSCH RD (POST OFFICE)	\$1,335.00
511909	02/13/2025	TARGET SPEED SURVEY	\$920.00
511910	02/13/2025	CARTEGRAPH MGMT	\$22,835.00
511911	02/13/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$582.50
511912	02/13/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$4,090.00
511913	02/13/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$4,140.00
511914	02/13/2025	DEL VALLE AND HILL STREET STORM DRAIN/STREET I	\$1,550.00
511915	02/13/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$11,307.50
511916	02/13/2025	2022-2023 ANNUAL SLURRY SEAL	\$2,251.25

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	511917	02/13/2025	DON JULIAN RD IMPROVEMENTS	\$5,817.50
	511918	02/13/2025	INTELLIGENT TRANSPORTATION SYSTEM	\$460.00
	511919	02/13/2025	CITYWIDE LICENSE PLATE CAMERA READER	\$1,380.00
	511920	02/13/2025	REMOTE MONITORING SYSTEM FOR STREET LIGHTS	\$1,015.00
	511921	02/13/2025	RAILROAD STREET PAVEMENT REHABILITATION	\$11,625.00
	511922	02/13/2025	9TH AVE PAVEMENT REHABILITATION	\$625.00
	511923	02/13/2025	CITYWIDE SIGNAGE UPDATE	\$10,727.50
	511924	02/13/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$10,520.00
	511925	02/13/2025	2024-2025 ANNUAL SLURRY SEAL	\$7,241.25
	511926	02/13/2025	CALIFORNIA AVE WIDENING	\$1,690.00
	511927	02/13/2025	PAVEMENT MANAGEMENT PLAN 2022	\$3,157.50
	511928	02/13/2025	SR57/60 CONFLUENCE IMPROVEMENT	\$920.00
	511929	02/13/2025	ALAMEDA CORRIDOR PROJECT-PUENTE AVE GRADE	\$1,422.50
	511930	02/13/2025	NOGALES GRADE SEPARATION	\$102.50
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84646	02/27/2025	CONSILIO, LLC		\$1,700.90
	Invoice	Date	Description	Amount
	INV579458936	01/31/2025	DOCUMENT MGMT-JAN 2025	\$1,700.90
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84647	02/27/2025	CORELOGIC INFORMATION SOLUTION		\$212.18
	Invoice	Date	Description	Amount
	30758137	01/31/2025	PROPERTY DATA-JAN 2025	\$212.18
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84648	02/27/2025	D.S. EWING ARCHITECTS, INC.		\$24,587.50
	Invoice	Date	Description	Amount
	25-11733	01/27/2025	MAYOR MEMORIAL GARDEN & STREET MONUMENTS	\$19,425.00
	25-11734	01/27/2025	MUSEUM-HEALTH CAMPUS MASTER PLAN PHASE 2	\$5,162.50

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
84649	02/27/2025		DAPEER, ROSENBLIT, AND LITVAK, LL	\$483.70
	Invoice	Date	Description	Amount
	24078	01/31/2025	SPECIALIZED LEGAL SVC-JAN 2025	\$483.70
84650	02/27/2025		DB SALES & SERVICE	\$2,857.00
	Invoice	Date	Description	Amount
	23580	01/06/2025	INSPECT BROILER-EL ENCANTO	\$2,857.00
84651	02/27/2025		DELL MARKETING LP	\$1,267.80
	Invoice	Date	Description	Amount
	10799754322	02/14/2025	PURCHASE COMPUTER & MONITOR-DEVELOPMENT	\$1,267.80
84652	02/27/2025		DUTHIE POWER SERVICES	\$540.00
	Invoice	Date	Description	Amount
	A137700	02/04/2025	MONTHLY MAINT-GENERATOR @ CITY HALL	\$540.00
84653	02/27/2025		EGOSCUE LAW GROUP, INC.	\$1,950.00
	Invoice	Date	Description	Amount
	14723	02/03/2025	LEGAL SVC-FOLLOW'S CAMP	\$1,950.00
84654	02/27/2025		ELECTRA-MEDIA, INC	\$1,975.00
	Invoice	Date	Description	Amount
	17476	02/06/2025	PROGRAM PUENTE HILLS AUTO DISPLAY-MAR 2025	\$475.00
	17475	02/06/2025	MAINT OF PUENTE HILLS AUTO DISPLAY-MAR 2025	\$1,500.00
84655	02/27/2025		ELEVATE PUBLIC AFFAIRS, LLC	\$32,735.10

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	4275	02/10/2025	EXPENSE REIMBURSEMENT (OCT 2024-JAN 2025)	\$8,629.60
	4267	02/07/2025	CONSULTING SVC-JAN 2025	\$15,000.00
	4181	12/09/2024	EXPENSE REIMBURSEMENT (NOV-DEC 2024)	\$9,105.50
84656	02/27/2025		ENTERPRISE MAPS LLC	\$3,900.00
	Invoice	Date	Description	Amount
	263	02/09/2025	AMAZON WEB SERVICES	\$3,900.00
84657	02/27/2025		FOLEY & LARDNER LLP	\$12,567.75
	Invoice	Date	Description	Amount
	51009915	02/18/2025	LEGAL SVC-JAN 2025	\$12,567.75
84658	02/27/2025		FRAZER, LLP	\$40,574.35
	Invoice	Date	Description	Amount
	192457	01/31/2025	COI-PROF SVC FOR JAN 2025	\$39,914.35
	192490	01/31/2025	SA-PROF SVC FOR JAN 2025	\$660.00
84659	02/27/2025		FUEL PROS, INC.	\$250.00
	Invoice	Date	Description	Amount
	77368	02/05/2025	INDUSTRY HILLS FUEL STN MAINT	\$250.00
84660	02/27/2025		GARCIA'S FENCE CORP	\$5,310.00
	Invoice	Date	Description	Amount
	012505	01/10/2025	URGENT FENCE REPAIR-TEMPLE & AZUSA TRAIL	\$5,310.00
84661	02/27/2025		GRAND CENTRAL RECYCLING & TRAI	\$2,376.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1919134	01/07/2025	SOLID WASTE-CITY HALL	\$2,376.00
84662	02/27/2025		GRANICUS, LLC	\$7,414.73
	Invoice	Date	Description	Amount
	197065	01/31/2025	PUBLIC RECORDS SOFTWARE-2/15/25-8/15/25	\$7,414.73
84663	02/27/2025		HARDT, JULIE	\$767.57
	Invoice	Date	Description	Amount
	1/29/2025	01/29/2025	REIMBURSE FOR TRAVEL EXPENSE-LCW CONFERENC	\$767.57
84664	02/27/2025		HISTORICAL RESOURCES, INC.	\$48,503.46
	Invoice	Date	Description	Amount
	COI2025-07	02/13/2025	ADMIN & MGMT SVC-HOMESTEAD	\$48,230.00
	COI2025-7.2	02/13/2025	EXPENSE REIMBURSEMENT-JAN 2025	\$273.46
84665	02/27/2025		HOBBS LAW GROUP, A PROFESSIONA	\$61,717.40
	Invoice	Date	Description	Amount
	2/19/2025	02/19/2025	SETTLEMENT FEE-RIVERO MARTINEZ V. INDUSTRY	\$61,717.40
84666	02/27/2025		INDUSTRY BUSINESS COUNCIL	\$185,516.91
	Invoice	Date	Description	Amount
	OCTOBER 2024	02/07/2025	EXPENSE REIMBURSEMENT-OCT 2024	\$185,516.91
84667	02/27/2025		INDUSTRY SECURITY SERVICES	\$67,752.56
	Invoice	Date	Description	Amount
	SG-COI#1-2025	02/14/2025	SECURITY SVC 2/7-2/13/25	\$10,864.24

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	SG-COI#2-2025	02/14/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,024.36
	SG-COI#1-2024	02/07/2025	SECURITY SVC 1/31-2/6/25	\$10,839.60
	SG-COI#2-2024	02/07/2025	SECURITY SVC-VARIOUS CITY SITES	\$23,024.36
84668	02/27/2025		JANUS PEST MANAGEMENT	\$10,771.00
	Invoice	Date	Description	Amount
	280583	02/06/2025	PEST SVC-CITY HALL	\$155.00
	280584	02/06/2025	PEST SVC-IBC	\$155.00
	280585	02/06/2025	PEST SVC-YAL/POST OFFICE	\$95.00
	280574	02/06/2025	PEST SVC-TONNER CYN	\$485.00
	280638	02/06/2025	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	280640	02/06/2025	RODENT SVC-HELIPAD	\$300.00
	280814	02/06/2025	PEST SVC-205 HUDSON AVE	\$85.00
	280850	02/06/2025	MOSQUITO TRAP-EL ENCANTO	\$105.00
	281107	02/06/2025	PEST SVC-HOMESTEAD	\$8,905.00
84669	02/27/2025		KLINE'S PLUMBING, INC.	\$2,275.00
	Invoice	Date	Description	Amount
	13983	02/05/2025	BI-ANNUAL SEWER MAINT-EL ENCANTO	\$975.00
	13996	02/10/2025	SEWAGE PUMP REPAIR-CITY HALL/FINANCE	\$1,300.00
84670	02/27/2025		L A COUNTY SHERIFF'S DEPARTMENT	\$1,097,866.11
	Invoice	Date	Description	Amount
	252016TZ	02/11/2025	SHERIFF CONTRACT-JAN 2025	\$1,097,866.11
84671	02/27/2025		LILYPAD EV LLC	\$121,939.70
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3365007	12/12/2024	EV CHARGER STNS FOR CITY HALL	\$69,825.00
	3365006	12/12/2024	EV CHARGER STNS FOR CITY HALL	\$52,114.70
84672	02/27/2025		LOCKS PLUS, INC.	\$176.84
	Invoice	Date	Description	Amount
	36036	01/31/2025	DUPLICATE KEYS-VARIOUS CITY SITES	\$176.84
84673	02/27/2025		LOS ANGELES BUSINESS JOURNAL	\$4,755.00
	Invoice	Date	Description	Amount
	4216-R	12/23/2024	PUBLICATION IN THE LA BUSINESS JOURNAL	\$4,755.00
84674	02/27/2025		MIKE BUBALO CONSTRUCTION CO., INC	\$21,326.85
	Invoice	Date	Description	Amount
	3401	02/04/2025	JOINT PATCHING-57/60 CONFLUENCE PROJ	\$21,326.85
84675	02/27/2025		MORTISE & TENON BUILDING CORP	\$17,834.24
	Invoice	Date	Description	Amount
	175	02/04/2025	SERVICE LIGHTS-EL ENCANTO	\$2,000.00
	170	01/29/2025	BOARD RESTROOMS-TONNER CYN (CAMP COURAGE)	\$873.45
	180	02/05/2025	BOARD WINDOWS-TURNBULL CYN PROPERTIES	\$250.00
	171	01/29/2025	BOARD WINDOWS-TURNBULL CYN PROPERTIES	\$250.00
	164	01/22/2025	24/7 EMERGENCY HANDYMAN SVC-1267 S JOHNSON A	\$250.00
	166	01/22/2025	24/7 EMERGENCY HANDYMAN SVC-13302 VALLEY BLVD	\$480.00
	138.02	12/12/2024	BALANCE-ROOF REPAIR @ EL ENCANTO	\$3,712.05
	186	02/05/2025	ROOF REPAIR-IBC	\$600.00
	162	01/20/2025	ROOF REPAIR TO STN 2-EL ENCANTO	\$2,963.09
	154	01/16/2025	URGENT LEAK REPAIR-EL ENCANTO	\$1,661.38

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	156	01/16/2025	MOUNT CAMERA EQUIPMENT-METROLINK	\$2,429.18
	173	01/31/2025	MISC REPAIRS-POST OFFICE	\$2,365.09
84676	02/27/2025		MX GRAPHICS, INC.	\$1,036.90
	Invoice	Date	Description	Amount
	32728	11/12/2024	COLOR FOAM BOARD-HOMESTEAD	\$45.99
	32779	11/19/2024	VINYL FOAM BOARD-HOMESTEAD	\$107.31
	33301	01/28/2025	PLANS & MAPS PRINTING-CIP FAC 19 046B	\$883.60
84677	02/27/2025		NELSON, JOSHUA	\$515.29
	Invoice	Date	Description	Amount
	2/4/2025	02/04/2025	REIMBURSE FOR TRAVEL EXPENSE-CITY MANAGERS	\$515.29
84678	02/27/2025		OLDHAM ARCHITECTS INC.	\$5,000.00
	Invoice	Date	Description	Amount
	24039-01	11/01/2024	ARCHITECTURE DESIGN-TURNBULL CYN	\$5,000.00
84679	02/27/2025		PARS	\$695.83
	Invoice	Date	Description	Amount
	57340	02/10/2025	ARS FEES-DEC 2024	\$300.00
	57417	02/14/2025	REP FEES-DEC 2024	\$395.83
84680	02/27/2025		PITNEY BOWES, INC.	\$193.65
	Invoice	Date	Description	Amount
	3107081624	02/08/2025	POSTAGE METER-FIRST FLOOR (DEC 2024-MAR 2025)	\$193.65
84681	02/27/2025		PLACEWORKS	\$4,290.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	Invoice	Date	Description		Amount
	IND-22.15-3	01/31/2025	CEQA FOR 17871 CASTLETON ST		\$255.00
	IND-22.16-2	12/31/2024	CEQA FOR 1600 AZUSA AVE		\$1,836.25
	IND-22.16-1	11/30/2024	CEQA FOR 1600 AZUSA AVE		\$670.00
	IND-22.16-3	01/31/2025	CEQA FOR 1600 AZUSA AVE		\$1,038.75
	IND-22.15-2	12/31/2024	CEQA FOR 17871 CASTLETON ST		\$490.00
84682	02/27/2025			POST ALARM SYSTEMS	\$363.87
	Invoice	Date	Description		Amount
	1773995	02/03/2025	MONITORING SVC-HOMESTEAD		\$363.87
84683	02/27/2025			PRICE, POSTEL & PARMA, LLP	\$425.00
	Invoice	Date	Description		Amount
	220296	02/05/2025	LEGAL SVC-JAN 2025		\$425.00
84684	02/27/2025			PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description		Amount
	071	02/06/2025	FEDERAL ADVOCACY-JAN 2025		\$5,000.00
84685	02/27/2025			PRUDENTIAL ASSIGNED SETTLEMEN1	\$188,282.60
	Invoice	Date	Description		Amount
	2/19/2025	02/19/2025	SETTLEMENT FEE-RIVERO MARTINEZ V. INDUSTRY		\$188,282.60
84686	02/27/2025			ROGERS, ANDERSON, MALODY & SCC	\$12,335.00
	Invoice	Date	Description		Amount
	76830	01/31/2025	COI-AUDIT SERVICES FY 23/24		\$8,795.00
	76833	01/31/2025	PFA-AUDIT SERVICES FY 23/24		\$1,555.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	76831	01/31/2025	SA-AUDIT SERVICES FY 23/24	\$1,985.00
84687	02/27/2025		SAGE ENVIRONMENTAL GROUP	\$19,500.00
	Invoice	Date	Description	Amount
	2439	02/10/2025	GRAZING SVC-TONNER CYN	\$19,500.00
84688	02/27/2025		SAN GABRIEL VALLEY NEWSPAPER C	\$4,411.54
	Invoice	Date	Description	Amount
	0011714755	01/17/2025	ACCT #5007735-NOTICE OF INVITING BIDS-MP 20 01	\$2,430.13
	0011713451	01/10/2025	ACCT #5007735-NOTICE OF PUBLIC HEARING-JN 9401	\$622.75
	0011715182	01/24/2025	ACCT #5007735-NOTICE OF PUBLIC HEARING-ZONE A	\$736.90
	0011712975	01/09/2025	ACCT #5007735-NOTICE OF PUBLIC HEARING-ZONE A	\$621.76
84689	02/27/2025		SATSUMA LANDSCAPE & MAINT.	\$166,227.49
	Invoice	Date	Description	Amount
	0225CH	02/13/2025	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$49,561.83
	0225TA	02/13/2025	LANDSCAPE SVC-TEMPLE & AZUSA	\$32,098.19
	0225XROADS	02/13/2025	LANDSCAPE SVC-VARIOUS CITY SITES	\$49,232.16
	0225EC	02/13/2025	LANDSCAPE SVC-EXPO CENTER	\$35,335.31
84690	02/27/2025		SC FUELS	\$32,986.70
	Invoice	Date	Description	Amount
	IN-0000666446	02/07/2025	REGULAR FUEL-IND HILLS PUMPS	\$32,986.70
84691	02/27/2025		SCS FIELD SERVICES	\$15,446.00
	Invoice	Date	Description	Amount
	0527669	01/31/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$15,446.00

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
84692	02/27/2025		SO CAL INDUSTRIES	\$90.34
	Invoice	Date	Description	Amount
	732260	02/14/2025	FENCE RENTAL-IND HILLS	\$90.34
84693	02/27/2025		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	188632001020725	02/07/2025	BUSINESS INTERNET-FEB 2025	\$938.99
84694	02/27/2025		SQUARE ROOT GOLF & LANDSCAPE, I	\$227,392.75
	Invoice	Date	Description	Amount
	1781ELHM	02/13/2025	LANDSCAPE SVC-VARIOUS CITY SITES	\$7,786.75
	1783ELHM	02/13/2025	LANDSCAPE SVC-HOMESTEAD	\$21,638.44
	1782ELHM	02/13/2025	LANDSCAPE SVC-EL ENCANTO	\$8,593.60
	1784H-1	02/13/2025	GRAFFITI REMOVAL	\$1,557.35
	1784H-2	02/13/2025	SIGN REPAIR & INSTALLATION	\$1,185.63
	1784H	02/13/2025	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTI	\$186,630.98
84695	02/27/2025		SUPERIOR COURT OF CA-LA COUNTY	\$2,344.50
	Invoice	Date	Description	Amount
	JANUARY 2025	02/11/2025	PARKING CITATIONS REPORT-JAN 2025	\$2,344.50
84696	02/27/2025		THE BIG NORWEGIAN	\$2,261.86
	Invoice	Date	Description	Amount
	57746	01/28/2025	REPAIR 2011 CAT 430E-TONNER CYN	\$2,261.86
84697	02/27/2025		TURBO DATA SYSTEMS, INC	\$367.09

**CITY OF INDUSTRY
WELLS FARGO BANK
February 27, 2025**

Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
44894	01/31/2025	CITATION PROCESSING DEC 2024/JAN 2025	\$367.09
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84698	02/27/2025	VALLEY VISTA SERVICES, INC	\$17,418.25
Invoice	Date	Description	Amount
1934435	02/01/2025	DISP SVC-1123 HATCHER AVE	\$312.23
1934433	02/01/2025	DISP SVC-TONNER CYN (MAINT YD)	\$672.33
1933604	02/01/2025	DISP SVC-205 N HUDSON AVE	\$265.14
1933415	02/01/2025	DISP SVC-CITY RESIDENTS	\$6,159.44
1933761	02/01/2025	DISP SVC-CITY BUS STOPS	\$4,796.49
1915013	01/06/2025	DISP SVC-1123 HATCHER AVE	\$3,548.73
1914835	01/31/2025	DISP SVC-CITY HALL	\$571.53
1915014	01/31/2025	DISP SVC-TONNER CYN (MAINT YD)	\$932.99
1915015	01/31/2025	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$159.37
<hr/>			
84699	02/27/2025	WEST COAST ARBORISTS, INC.	\$49,135.00
Invoice	Date	Description	Amount
224573	01/15/2025	TREE MAINT FY 24/25	\$49,135.00

Checks	Status	Count	Transaction Amount
		Total	87
			\$4,847,377.28

CITY COUNCIL

ITEM NO. 6.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

ABSENT: Cathy Marcucci, Mayor Pro Tem

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; and Julie Gutierrez-Robles, City Clerk.

Mayor Moss stated if there are no objections, that we excuse Mayor Pro Tem Cathy Marcucci from today's meeting. There were no objections.

Mayor Moss welcomed a special guest Ed Chavez from the Upper District Water Board, who was in the audience.

PRESENTATIONS – City Council Milestone Recognition

City Manager Josh Nelson announced that in the past few years we have been distributing pins to City Staff, acknowledging their years of service. We have decided to extend the same recognition to the Council Members. Josh Nelson distributed one pin to Michael Greubel and another to Newell Ruggles for over 5 years of service plus a pin to Mark Radecki for 15 years of service. Also, there is one pin for Mayor Pro Tem Marcucci who

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 2

is not here today, but we will recognize her at the next meeting. Pictures were then taken, and Josh Nelson thanked them for their service.

Mayor Moss made a second presentation in honoring and presenting a proclamation to James Bickel for his 32 years of dedicated service with the Los Angeles County Sheriff's Department and who has recently retired. She spoke of how she was honored to have worked with him for many years and we have all benefited from his work at the YAL. He is a stand-up individual, cares deeply about the kids, and grateful to call him a friend.

Council Member Ruggles thanked James Bickel for all his years of running programs at the YAL for the kids, such as the scuba diving program, BMX program, and for helping to change the lives for multiple generations of people to come.

Council Member Radecki thanked James Bickel for everything and especially with his support at Camp Courage in Tonner Canyon and in his opinion "You will not find a better man".

Council Member Greubel thanked James Bickel for being a stand up individual and hopes to see more of him in the future.

A proclamation was given to Mr. Bickel and pictures were taken along with the Council Members.

CONSENT CALENDAR

Council Member Radecki recused himself from voting on check number 82551 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

Council Member Ruggles asked for a staff report on Item Nos. 6.3, 6.4, and 6.5.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 14, 2024

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

6.2 CONSIDERATION OF THE MINUTES OF THE JUNE 13, 2023 SPECIAL MEETING, JUNE 22, 2023 REGULAR MEETING, OCTOBER 12, 2023 REGULAR MEETING, OCTOBER 26, 2023 REGULAR MEETING, NOVEMBER 9, 2023 REGULAR MEETING, AND THE FEBRUARY 8, 2024 SPECIAL MEETING

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 3

RECOMMENDED ACTION:

Approve as submitted.

6.3 CONSIDERATION OF THE ACCEPTANCE OF A NON-EXCLUSIVE ROADWAY EASEMENT AT 15421 EAST GALE AVENUE, CITY OF INDUSTRY

RECOMMENDED ACTION:

Accept the Non-Exclusive Roadway Easement and authorize the Mayor to execute the Grant Deed.

City Manager Josh Nelson provided a staff report and explained that the owner of the land to be acquired is the United States Postal Service. Traditionally, San Gabriel Valley Council of Governments (SGVCOG), obtains all easements, and at the close out of the project they then transfer ownerships. In this instance, USPS feels more comfortable granting the easement directly to the City. Staff recommends the City Council accepts the Non-Exclusive Roadway Easement and authorizes the mayor to sign the Grant Deed.

6.4 PRESENTATION OF THE FY 2023-2024 MID-YEAR BUDGET REPORT, AND CONSIDERATION OF RESOLUTION NO. CC 2024-07, ADOPTING THE CITY'S FISCAL YEAR 2023-2024 PROPOSED MID-YEAR BUDGET AMENDMENTS AND FY 2023-2024 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION:

Receive and file the FY 24 Mid-Year Budget Report, and adopt Resolution No. CC 2024-07, approving the Proposed FY 24 Mid-Year Budget Amendments.

Director of Finance, Yamini Pathak, provided a staff report on the FY 2023-2024 mid-year budget and was available to answer any questions.

6.5 CONSIDERATION OF AMENDMENT NO. 3 TO THE FUNDING AGREEMENT WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SR 57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE

RECOMMENDED ACTION:

Approve the Amendment.

Director of Operations, Sean Calvillo, from CNC Engineering provided a staff report and explained that the third amendment was necessary to extend the lapsing date of all project funds to February 29, 2024, from February 28, 2023, to allow for the funding from Metro to continue up to that date. There is no additional fiscal impact associated with Amendment No. 3 and is recommended that the City Council approve.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 4

Council Member Ruggles asked what our total contribution to the Golden Springs Drive was and if it was almost ready to open. Sean Calvillo responded that all the widening is pretty much complete, and we are working on punch list items now. City Manager Josh Nelson added that our work is mostly done, and the golf course is getting very close to opening, although it may not look done because the main freeway project is still continuing. Prop C contributed about 40% and we, the Successor Agency, contributed 60%. For just the Golden Springs drive project, The Successor Agency contributed about 18 million. If you include the on and off ramps, the contribution was about 30 to 40 million.

6.6 CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH THE CITY OF LA PUENTE, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8208-025-943, FOR A COMMUNITY EVENT

RECOMMENDED ACTION:
1.

Approve Amendment No.

There were no public comments.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 82551 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

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

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 5

City Manager Josh Nelson provided a staff report and said that we received one application, from James Bickel, for the appointment to the vacant seat on the IPHMA Board. Last year we approved various resolutions to re-establish the terms and when they will expire, to have them fall in line with the fiscal year. This term will expire in July 2027.

Mayor Moss said it would be an honor to continue working with Mr. Bickel.

There were no public comments.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO APPOINT JAMES BICKEL TO THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY BOARD. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

7.2 CONSIDERATION OF AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, IN CONJUNCTION WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT FOR THE TONNER CANYON SOUTH VEGETATION MANAGEMENT PROGRAM

RECOMMENDED ACTION:

Provide direction to Staff.

City Manager Josh Nelson provided a detailed staff report and explained one provision regarding the parties not being able to come to an agreement on the indemnity requirements.

The City of Industry owns this property and we have received help from the Fire Department to complete the earlier stage of weed abatement. This next phase was to go forward with a controlled burn. The concern is fire risk and/or legal fees should there be a catastrophic incident.

Discussion ensued and the topic of future grant money was discussed. Staff maintains that the City Council go forward with a controlled burn and approve the agreement with the California Department of Forestry and Fire Protection in conjunction with the County

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 6

of Los Angeles Fire Department for the Tonner Canyon South Vegetation management program.

There were no public comments.

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

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

PUBLIC HEARINGS

8.1 INTRODUCTION AND CONSIDERATION OF ZONING CODE AMENDMENT NO. 24-01, AN ORDINANCE AMENDING TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE TO AMEND CHAPTER 17.08 (DEFINITIONS) AND ADD CHAPTER 17.80 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS), AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 829, and read by title only; 2) Introduce Ordinance No. 829, an Ordinance of the City Council of the City of Industry, amending Title 17 (Zoning) of the City of Industry Municipal Code, to amend Chapter 17.08 (Definitions) and add Chapter 17.80 (Accessory Dwelling Units and Junior Accessory Dwelling Units), adopting a Notice of Exemption, and making findings in support thereof

Assistant City Manager Bing Hyun stated that before he hands this item to Kathy Tai for a staff report he wanted first to clarify to the Council and audience that this is only in relation to adopting changes to our Municipal Code, which is a requirement for every city under California State Law. This has no relation to opening a homeless shelter or any other type of project or development.

Development Services Manager, Kathy Tai provided a staff report explaining the amendment to our Ordinance pertaining to encouraging the development of accessory dwelling units and junior accessory dwelling units as a method to increase the states supply of affordable housing. She was then available to answer any questions.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 7

Mayor Moss opened the public hearing at 9:41 a.m.

Multiple people in the audience spoke on agenda Item No. 8.1 and were given one minute each to speak. The concern from each person was that this change to the ordinance would open the door for the Council to build a homeless shelter in the future within or around their communities.

1. Salvador Sanchez spoke in opposition to the change to Ordinance No. 829 due to the concern of a homeless shelter being built within and around the City of Industry. He stated that the homeless should not be around tiny communities, local schools, and the entire community agrees.
2. Shelley Gentry spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. We have a right to be part of the solution.
3. Ana Hernandez spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. Asked the Council to reconsider a different space.
4. Nathm Lim spoke in opposition to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. Who decides where the location will be? Where is Walnut and Diamond Bar on this?
5. Jesse from the city of Walnut spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry.
6. Ellen spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. We should have a park or a playground.
7. Marie spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. This area is in front of our home.
8. Christen Cabera spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. Concerned of the danger of drugs around our community and children.
9. Shady spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. Would like more transparency with the City's communication. We received only a little piece of paper on a zip tie and would like the City to make this more assessable to us.
10. Unknown female spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry and asked, "who's decision was this?"

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 8

11. Rudy Penalosa spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry and stated, this is a public space, not for housing.
12. Shelly Gentry spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry. We need to start a grassroots campaign and take back our community.
13. Teresa spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry and asked that the City consider another location, not for the homeless.
14. Judy spoke in opposition to the change to Ordinance No. 829 due to concern of a homeless shelter being built within and around the City of Industry and mentioned the article in the San Jose paper

Mayor Moss closed the public hearing at 10:13 a.m.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER GREUBEL TO WAIVE THE READING OF ORDINANCE NO. 829 AND READ BY TITLE ONLY. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RUGGLES TO INTRODUCE ORDINANCE NO. 829, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, AMENDING TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO AMEND CHAPTER 17.08 (DEFINITIONS) AND ADD CHAPTER 17.80 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS), ADOPTING A NOTICE OF EXEMPTION, AND MAKING FINDINGS IN SUPPORT THEREOF. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 9

8.2 Introduction and Consideration of Zoning Code Amendment No. 24-02, an Ordinance Amending Title 17 (Zoning) of the City of Industry Municipal Code to Amend Chapter 17.08 (Definitions), Chapter 17.18 (Institutional Zone), Chapter 17.22 (Housing Overlay Zone), and Chapter 17.26 (Recreation and Open Space Zone), to Implement the City's 2021-2029 Housing Element, and Adopting a Notice of Exemption Regarding Same, and Making Findings In Support Thereof- **CANCELLED**

THIS ITEM WAS PULLED FROM THE AGENDA.

Assistant City Manager Bing Hyun spoke on this item and said they would need more time to tighten up some of definitions to make sure it is precisely consistent with what is in the Housing Development Plan. It will be brought back to the Planning Commission at a special meeting on March 26, 2024. The public is welcome to attend. This item as well is regarding regulations only and again it is not project specific.

Mayor Moss thanked everyone for being here today and speaking about your concerns. "We do hear you."

CLOSED SESSION

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

There were no public comments.

9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

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

Property: Assessor Parcel Numbers	8262-015-901, 8262-012-274 and 8262-012-275
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Beach Street Development LLC
Under Negotiation:	Price and terms of payment

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 10

9.3 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Coraline Rivera Martino, et al. v. City of Industry, et al.
Los Angeles County Superior Court Case No. 22STCV30742

9.4 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)
Jose Cisneros v. City of Industry, et al.
Los Angeles County Superior Court Case No. 22STCV04118

9.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013- 908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027-270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

Mayor Moss, recessed the meeting into Closed Session at 10:17 a.m.

Mayor Moss reconvened the meeting at 12:22 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present except for Mayor Pro Tem Marcucci.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2024
PAGE 11

City Attorney Casso said for the record that Council Member Michael Greubel did participate in all Closed Session discussions but had to leave before we reconvened into open session.

With regard to Closed Session Item No. 9.1, 9.3, and 9.4 direction was given to the City Attorney's office, no final action taken.

With regard to Closed Session Item Nos. 9.2, and 9.5, direction was given to the Agency Negotiators, no final action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 12:24 p.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

ABSENT: Cathy Marcucci, Mayor Pro Tem

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James, M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

Mayor Moss stated if there are no objections, that we excuse Mayor Pro Tem Cathy Marcucci from today's meeting. There were no objections.

PRESENTATIONS – BY KATE MOVIUS IN RECOGNITION OF AUTISM ACCEPTANCE MONTH.

Mayor Moss stated that Kate Movius is running late and read the proclamation stating the month of April to be recognized as Autism Acceptance Month.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 2

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 11, 2024

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

Council Member Radecki recused himself from voting on check number 82736 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

There were no public comments.

MOTION BY COUNCIL MEMBER RUGGLES, AND COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 82736 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ACTION ITEM - NONE

PUBLIC HEARINGS

8.1 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE TO AMEND CHAPTER 17.08 (DEFINITIONS), CHAPTER 17.18 (INSTITUTIONAL ZONE), CHAPTER 17.22 (HOUSING OVERLAY ZONE), AND CHAPTER 17.26 (RECREATION AND OPEN SPACE ZONE), TO IMPLEMENT THE CITY'S 2021-2029 HOUSING ELEMENT, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: *1) Waive the reading of Ordinance No. 830, and read by title only; 2) Introduce Ordinance No. 830, an Ordinance of the City Council of the City of Industry, amending Title 17 (Zoning) of the City of Industry Municipal Code, to amend Chapter 17.08 (Definitions), Chapter 17.18*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 3

(Institutional Zone), Chapter 17.22 (Housing Overlay Zone), and Chapter 17.26 (Recreation and Open Space Zone), adopting a Notice of Exemption, and making findings in support thereof

Assistant City Manager Bing Hyun summarized that this Ordinance is pertaining to the ongoing efforts to comply with state law. He stated that there are four actions being considered today by amending Title 17 (Zoning) of the Municipal Code which includes Definitions, Institutional Zone, Housing Overlay Zone and Recreation and Open Space Zone.

Council Member Ruggles asked if these changes apply to the entire City of which Assistant City Manager Bing Hyun said no, just certain areas. Ruggles asked what the low-barrier navigation center meant and if it applied to the house located on Walnut Drive. Assistant City Manager Bing Hyun read from the staff report the description and City Manager Josh Nelson replied that Walnut Drive was vacant and unoccupied.

Mayor Moss opened the public hearing at 9:07 a.m.

Multiple people in the audience spoke on agenda Item No. 8.1 and came to speak on their opposition to changing the zoning rules.

1. Johnny Wong spoke in opposition of the changes to the parcels.
2. Shelley Gentry spoke in opposition of the changes to the parcels and provided a letter of objections along with multiple Exhibit A forms with signatures opposing this development.
3. Anthony Dang spoke in opposition of the changes and said he had collected another 200 signatures and said the notifications from the city were simple flyers on a fence.
4. Meltinee Yee spoke in opposition of the changes to the parcels and said the infrastructure within the city is not set up for multiple housing and in addition, the Golf Course was sold to developers recently and they want to add 72 more houses. This is too much change to the neighborhood. She too came with signatures.

Mayor Moss told the audience if they had any further questions, that City Staff was available after the meeting to answer any additional questions.

Mayor Moss closed the public hearing at 9:18 a.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 4

MOTION BY COUNCIL MEMBER GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO WAIVE THE READING OF ORDINANCE NO. 830, AND READ BY TITLE ONLY; MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO INTRODUCE ORDINANCE NO. 830, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, AMENDING TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO AMEND CHAPTER 17.08 (DEFINITIONS), CHAPTER 17.18 (INSTITUTIONAL ZONE), CHAPTER 17.22 (HOUSING OVERLAY ZONE), AND CHAPTER 17.26 (RECREATION AND OPEN SPACE ZONE), ADOPTING A NOTICE OF EXEMPTION, AND MAKING FINDINGS IN SUPPORT THEREOF. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

Assistant City Manager Bing Hyun wanted to make clear to the Council and the audience that this is only in relation to adopting changes to our Municipal Code, which is a requirement for every city under California State Law. This is only a regulatory change and there is no project in the process or being considered.

Assistant City Attorney Bianca Sparks reiterated that this is State Law in order to get our Housing Development approved. There is no project, no site being considered today, only state required regulatory changes.

City Manager Josh Nelson said we will still reach out to the residents if any development is proposed and if you like we can stay after the meeting to answer any more questions.

Mayor Cory Moss said this has been very challenging and thanked everyone for all their efforts.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 5

CLOSED SESSION

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

There were no public comments.

9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

9.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

9.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013- 908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027-270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 6

9.4 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

Mayor Moss, recessed the meeting into Closed Session at 9:23 a.m.

Mayor Moss reconvened the meeting at 11:51 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present except for Mayor Pro Tem, Cathy Marcucci.

With regard to Closed Session Item No. 9.1 and 9.2, direction was given to the City Attorney's office, no final action taken.

With regard to Closed Session Item No. 9.3 and 9.4, direction was given to the Agency Negotiators, no final action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

City Manager Josh Nelson spoke about the annual visit to Washington D.C. which we tagged on to the Foothill Transit Conference. We had a visit with Congresswomen Grace Napolitano, Congresswoman Linda Sanchez, and Senator Alex Padilla. Mayor Moss mentioned having a nice dinner with Lobbyist Kevin Jones and Jan Powell, who is the government liaison/lobbyist for Foothill Transit. We had discussions on the Bikeway Projects and the Foothill Transit Zero Emission Project. Council member Michael Greubel was grateful to represent the City of Industry and mentioned visiting the Lincoln Memorial and the Washington Monument. Glasses were passed out to everyone to watch the Eclipse, which was at approximately 88% of the guests.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 11, 2024
PAGE 7

CITY COUNCIL COMMUNICATIONS

There were none.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:55 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 16, 2024
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Michael Greubel, Council Member
Mark Radecki, Council Member

ABSENT: Newell W. Ruggles, Council Member

STAFF PRESENT: Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF RESOLUTION NO. CC 2024-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT

RECOMMENDED ACTION:
24.

Adopt Resolution No. CC 2024-

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 16, 2024
PAGE 2

Engineering Manager Mathew Hudson provided a staff report and reviewed the main objectives of the project. He recommended the City Council approve Resolution No. CC 2024-24 and was available to answer any questions. Mayor Moss asked if there were any questions or comments from the Council or from the public, there were none.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR MOSS TO ADOPT RESOLUTION NO. CC 2024-24. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. CC 2024-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPOINTING _____ TO FILL A VACANCY IN THE OFFICE OF CITY COUNCILMEMBER, IN ACCORDANCE WITH THE PROVISIONS OF MUNICIPAL CODE SECTION 2.04.020

RECOMMENDED ACTION:
23 or provide direction to Staff.

Adopt Resolution No. CC 2024-

Bianca Sparks, Assistant City Attorney, said that given the passing of Mayor Pro Tem Marcucci on April 26, 2024, there now exists a vacancy in the City Council office. Municipal Code Section 2.04.020 requires that within 30 days of a vacancy in the office of City Councilmember, the City Council must either call a special election to fill the vacancy or fill the vacancy by appointment. The City Council has determined that it would be in the City's best interests to fill the vacancy by appointment to avoid the time and cost involved.

Mayor Moss introduced Steve Marcucci from the audience to say a few kind words on behalf of his wife, Cathy Marcucci.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER GREUBEL TO ADOPT RESOLUTION NO. CC 2024-24, APPOINTING STEVE MARCUCCI TO FILL THE VACANCY IN THE OFFICE OF CITY COUNCILMEMBER. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MAY 16, 2024
PAGE 3

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

PUBLIC HEARINGS – NONE

CLOSED SESSION - NONE

CITY MANAGER REPORTS

On behalf of City Manager Josh Nelson, Bing Hyun, Assistant City Manager congratulated Steve Marcucci for his position as Council Member.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:50 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

Mayor Moss announced the City of Industry was recognizing Caption Ramon Arroyo of Industry Security Services, Inc (ISSI) with a Certificate of Recognition for his exemplary work by taking immediate steps to extinguish a fire at the Homestead Museum on June 6th. His prompt response ensured a workers' safety and minimized damage to the landscape vehicle. In addition, Brian Dryer, President of ISSI awarded Ramon Arroyo with their "Meritorious Client Service Award".

Mayor Moss announced that tomorrow, Gerry Perez, Senior Construction Manager from CNC Engineering, is retiring after 35 years of dedicated service. Mayor Moss reviewed the many projects and successes and thanked him on behalf of the city. A proclamation was given, along with photos, thanking Gerry and wishing him the best in his retirement.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 2

"You will be greatly missed by colleagues, associates, friends and everyone here who had the opportunity to work with you."

Both Engineering Manager, Mat Hudson, and City Manager, Josh Nelson, spoke about their experience working with Gerry Perez and the mentorship he provided while working at CNC Engineering and thanked him for his friendship and service.

Gerry Perez then spoke about his time working in and around the City of Industry and thanked the council for their support and commitment

Mayor Moss asked to bring forward Item No. 13, Public Comments and Closed Session Item No. 9.4, before Consent Calendar. There were no objections.

PUBLIC COMMENTS

There were none

CLOSED SESSION ITEM NO. 9.4

9.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

Mayor Moss recessed the meeting into Closed Session at 9:34 a.m.

Mayor Moss reconvened the meeting at 9:52 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item 9.4, direction was given to City Attorney's office, no final action taken, nothing further to report at this time.

CONSENT CALENDAR

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 83182 for item 1 (Register of Demands) due to a potential or

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 3

actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

Council Member Radecki recused himself from participating in Item No. 6.14 on today's agenda due to a potential or actual conflict of interest and will not be voting on this item.

Council Member Ruggles asked for a staff report on Item Nos. 6.3, 6.4, 6.5, 6.6, 6.9, 6.10, 6.11, 6.13, 6.14, 6.15, and 6.16.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 27, 2024

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

6.2 CONSIDERATION OF THE MINUTES OF THE DECEMBER 14, 2023 JOINT SPECIAL MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.3 CONSIDERATION OF RESOLUTION NO. CC 2024-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING AND ESTABLISHING THE FISCAL YEAR 2024-2025 APPROPRIATIONS LIMIT, AND SELECTING THE GROWTH IN NON-RESIDENTIAL ASSESSED VALUATION DUE TO NEW CONSTRUCTION AND POPULATION GROWTH ADJUSTMENT FACTORS FOR THE COUNTY OF LOS ANGELES, PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

RECOMMENDED ACTION: *Adopt Resolution No. CC 2024-17.*

Director of Finance, Yamini Pathak provided a staff report regarding the Appropriations Limit for FY 2025-25, and was available to answer any questions.

6.4 CONSIDERATION OF RESOLUTION NO. CC 2024-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION, IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00), FOR THE INDUSTRY HILLS CHARITY PRO RODEO

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 4

RECOMMENDED ACTION:
2024-27.

Adopt Resolution No. CC

Assistant City Manager, Sam Pedroza, provided a staff report on the request for donation to the Gabriel Foundation for the Industry Hills Chairity Pro Rodeo and was available to answer any questions.

6.5 CONSIDERATION OF RESOLUTION NO. 2024-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2024-2025

RECOMMENDED ACTION:
2024-29.

Adopt Resolution No. CC

Director of Finance, Yamini Pathak provided a staff report regarding the blanket purchase orders for vendors for FY 2024-2025 and was available to answer any questions.

6.6 CONSIDERATION OF RESOLUTION NO. CC 2024-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ADOPTING A WORKPLACE VIOLENCE PREVENTION PLAN

RECOMMENDED ACTION:
2024-30.

Adopt Resolution No. CC

Development Services Manager, Kathy Tai provided a staff report regarding adopting a Workplace Violence Prevention Plan and was available to answer any questions.

6.7 CONSIDERATION OF RESOLUTION NO. CC 2024-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT TONNER CANYON, AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE

RECOMMENDED ACTION:
2024-31.

Adopt Resolution No. CC

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 5

6.8 CONSIDERATION OF AMENDMENT NO. 1 TO THE CONSOLIDATED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES WITH VALLEY VISTA SERVICES INC., FOR SOLID WASTE AND RECYCLABLES COLLECTION AND STREET SWEEPING SERVICES, REVISING THE RATE SCHEDULE

RECOMMENDED ACTION:
1.

Approve Amendment No.

6.9 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONS LANDSCAPE ARCHITECTURE INC., TO PROVIDE ON-CALL LANDSCAPE ARCHITECTURE SERVICES, EXTENDING THE TERM THROUGH AUGUST 12, 2027, AND REVISING THE RATE SCHEDULE

RECOMMENDED ACTION:

Approve Amendment No. 1.

Director of Operations, Sean Calvillo, from CNC Engineering, provided a staff report regarding the amendment to provide on-call landscape architecture services as well as extending the term. Sean Calvillo was available to answer any questions.

6.10 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1515 CHINO RANCH DAM NO. 1 RIPRAP PROJECT AT ARNOLD RESERVOIR TO GCI CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$501,835.00 AND ADOPT NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION:

Award the Contract to GCI Construction, Inc. in the amount of \$501,835.00, and adopt a Notice of Exemption for the project.

Director of Engineering James Cramsie, from CNC Engineering, provided a staff report regarding the award of contract to GCI Construction Inc. Mayor Moss asked about the timeline and James Cramsie replied that it will start in September. James Cramsie was available to answer any further questions.

6.11 CONSIDERATION OF A FACILITIES USE AGREEMENT WITH THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS FOR ACCESS TO 19001 TONNER CANYON ROAD FOR USE BY ITS MEMBERS TO PARTAKE IN HISTORICAL REENACTMENT ACTIVITIES

RECOMMENDED ACTION:

Approve the Agreement.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 6

City Manager Josh Nelson provided a staff report regarding the Facilities Use Agreement and was available to answer any questions.

6.12 CONSIDERATION OF AMENDMENT NO. 2 TO THE LICENSE AGREEMENT WITH LUCAS BUILDERS, INC., FOR ACCESS TO ASSESSOR'S PARCEL NO. 8208-027-918 LOCATED AT THE NORTHWEST CORNER OF DON JULIAN ROAD AND PARRIOTT PLACE, FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS AND EQUIPMENT

RECOMMENDED ACTION: *Approve Amendment No. 2.*

6.13 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC. FOR HOUSING ELEMENT SERVICES, EXTENDING THE TERM TO OCTOBER 31, 2029, AND AMENDING THE SCOPE OF WORK AND RATE SCHEDULE

RECOMMENDED ACTION: *Approve Amendment.*

Development Services Manager, Kathy Tai provided a staff report regarding the amendment to the scope of work and rate schedule to include drafting and submitting the Annual Progress Reports. There are no changes to the overall compensation as proposed at this time. Kathy Tai was available to answer any questions.

6.14 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH INDUSTRY SECURITY SERVICES, INC., FOR SECURITY SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY, EXTENDING THE TERM THROUGH JUNE 30, 2027, INCREASING COMPENSATION BY \$6,131,174.80, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve Amendment No. 2.*

Assistant City Manager, Bing Hyun provided a staff report regarding the amendment to extend terms, increase compensation and update the rate schedule. Bing Hyun was available to answer any questions.

6.15 CONSIDERATION OF A FIVE-YEAR MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC SERVICES PROVIDED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2029

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 7

RECOMMENDED ACTION: *Approve the Agreement and authorize the City Manager to replace the Service Level Authorization with the final version once it has been approved by the Los Angeles County Board of Supervisors.*

City Manager Josh Nelson provided a staff report on the service agreement with the County of Los Angeles to extend the terms to June 30, 2029, and the proposed revisions that were mutually agreed upon by the County and the California Contract Cities Association (CCCA) subcommittee, which are beneficial to the City. Staff recommends the City Council approve the Municipal Law Enforcement Services Agreement with the draft Fiscal Year 2024-2025 Service Level Authorization and authorize the City Manager to replace the Service Level Authorization with the final version once it has been approved by the LA County Board of Supervisors.

6.16 CONSIDERATION OF A CITY-COUNTY MUNICIPAL SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND CITY OF INDUSTRY FOR ANIMAL CARE AND CONTROL FUNCTIONS, DATED JULY 1, 2024

RECOMMENDED ACTION: *Approve the Agreement and authorize the City Manager to execute the Agreement and approve the Service Level Request.*

City Manager Josh Nelson provided a staff report for a new five-year agreement through June 30, 2029, with the county of Los Angeles. He also reviewed the scope of work and new billing rates and was available to answer any questions.

Mayor Moss asked if anyone else from the public had comments on the Consent Calendar. There were none.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR MOSS THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 83182 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 8

ABSTAIN COUNCIL MEMBERS: NONE

ACTION ITEMS

7.1 CONSIDERATION OF APPOINTING ALTERNATE BOARD MEMBERS TO VARIOUS BOARDS REPRESENTING THE CITY OF INDUSTRY

RECOMMENDED ACTION:

Discuss and make

appointments for the vacant Board positions and /or provide additional direction to staff.

Assistant City Manager, Sam Pedroza provided a staff report seeking direction from Council Members as to who would like to serve as an alternate board member on various boards throughout the region.

The alternate positions for various boards were volunteered by the following:

Los Angeles County Sanitation Districts No. 15, 18, and 21: Newell Ruggles
League of California Cities (L.A. Division): City Selection Committee and General Membership Meeting: Michael Greubel
Foothill Transit: Newell Ruggles
San Gabriel Valley Council of Governments: Mark Radecki
San Gabriel Valley Mosquito Abatement District: Michael Greubel
Audit Committee (Ad hoc): Mark Radecki

Steve Marcucci volunteered to fill a Vacant position on the Tres Hermanos Conservation Joint Powers Authority Board as Newell Ruggles is already an alternate.

City Manager Josh Nelson mentioned that an open position for Committee Member to the Civic Center Design & Development Advisory Committee (CCDDAC) was not included on this list for discussion today but said this would come back at a later meeting.

Mayor Moss asked if anyone else from the public had comments on Item No. 7.1.

There were none.

PUBLIC HEARINGS – NONE

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 9

CLOSED SESSION

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

Mayor Moss asked if anyone from the public had comments on Closed Session. There were none.

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027- 270

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Majestic Industry Hills, LLC, a Delaware limited liability company

Under Negotiation: Price and terms of payment

9.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 17545 Gale Ave, Assessor Parcel Number 8264-012-919

City Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Best Buy Co., Inc.

Under Negotiation: Price and terms of payment

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 10

9.3 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
LLC, 1552 Azusa Two LLC, 1552 Azusa
Three LLC
Under Negotiation: Price and terms of payment

9.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

9.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case

9.6 *CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION*

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

Case: Jose Cisneros v. City of Industry, et al.

Case No.: Los Angeles County Superior Court Case No. 22STCV04118

9.7 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Assessor Parcel Numbers 8262-015-901, 8262-
012-274 and 8262-012-275
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Beach Street Development LLC
Under Negotiation: Price and terms of payment

9.8 *CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION*

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

Case: City of Whittier, City of Industry, et al., v. Superior Court of the State of California, et al

Case No.: Orange County Superior Court Case No. 23STCP03579

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 11

Mayor Moss, recessed the meeting into Closed Session at 10:37 a.m.

Mayor Moss reconvened the meeting at 12:18 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item Nos. 9.1, 9.3, and 9.7, direction was given to Agency Negotiators.

With regard to Closed Session Item No. 9.2, direction was given to the City Negotiators.

With regard to Closed Session Item No. 9.5, 9.6, and 9.8, direction was given to the City Attorney's office.

No final action taken on any of these items, nothing further to report at this time.

CITY MANAGER REPORTS

City Manager Josh Nelson reminded everyone about the Memorial Garden Ceremony for Phyllis Tucker on July 1st at 5:00 p.m. and thanked everyone for showing up to the company Bar B-Q this past Saturday.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss mentioned the success of the Bar B-Q as well. The food was great, loved the D.J. and everyone seemed to have a good time. She also mentioned that Speedway is at the Expo Center tomorrow night. Come join, it's a good time.

ADJOURNMENT

There being no further business, the City Council adjourned at 12:21 p.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 27, 2024
PAGE 12

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION

There were none.

CONSENT CALENDAR

Council Member Ruggles asked for a staff report on Item Nos. 6.4, and 6.5.

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 83869 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 2

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 10, 2024

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

6.2 CONSIDERATION OF THE MINUTES OF JULY 11, 2024 REGULAR MEETING, JULY 11, 2024 SPECIAL MEETING, JULY 25, 2024 REGULAR MEETING, AND THE AUGUST 22, 2024 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.3 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH TBS CLEANING SERVICES FOR JANITORIAL SERVICES AT THE WORKMAN AND TEMPLE FAMILY HOMESTEAD MUSEUM OFFICES, IN THE AMOUNT OF \$35,700.00, THROUGH OCTOBER 1, 2029

RECOMMENDED ACTION: *Approve the Agreement.*

6.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH D.S. EWING ARCHITECTS, INC., TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE CITY COUNCIL CHAMBERS AND IBC BUILDING IMPROVEMENT PROJECT, INCREASING COMPENSATION IN THE AMOUNT OF \$35,000.00

RECOMMENDED ACTION: *Approve Amendment No.1.*

Sean Calvillo, Director of Operations, CNC Engineering provided a recap of the Professional Services Agreement with D.S. Ewing Architects, Inc. for their architectural design services for the City Council Chambers and the IBC Building Improvement Project. He explained the necessary additional feedback before proceeding into the preliminary design phase, which is based on a final concept. Staff are recommending the approval of the amendment to increase compensation for the additional time and effort.

6.5 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH D. S. EWING ARCHITECTS, INC. FOR CONCEPTUAL MASTER PLAN DESIGN SERVICES FOR THE WORKMAN AND TEMPLE HOMESTEAD MUSEUM, AND EL ENCANTO HEALTHCARE AND HABILITATION CENTER CAMPUS, EXTENDING THE TERM THROUGH JUNE 30, 2025, AND INCREASING COMPENSATION BY \$50,000.00

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 3

RECOMMENDED ACTION:

Approve Amendment No. 2.

City Manager Josh Nelson provided a staff report on the conceptual master plan design services and was available to answer any questions.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 83869 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF THE FOLLOWING RELATED TO THE CITY'S ADOPTION OF SIDEWALK VENDING REGULATIONS:

- a. **ORDINANCE NO. 832, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING TITLE 5 (LICENSES & REGULATIONS) OF THE CITY OF INDUSTRY MUNICIPAL CODE, ADDING CHAPTER 5.24 (SIDEWALK VENDING), AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF**
- b. **RESOLUTION NO. CC 2024-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A POLICY FOR THE REMOVAL OF SIDEWALK VENDING ITEMS FROM THE PUBLIC RIGHT-OF-WAY, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME**
- c. **RESOLUTION NO. CC 2024-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING FEES RELATING TO SIDEWALK VENDING REGULATIONS, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME**

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 4

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 832 and read by title only; 2) Introduce Ordinance No. 832; 3) Adopt Resolution No. CC 2024-42; and 4) Adopt Resolution No. CC 2024-43.

Development Services Manager, Kathy Tai provided a staff report on Senate Bill (“SB”) 946, also known as the Safe Sidewalk Vending Act which was signed into law and effective on January 1, 2019. The law allows cities to establish regulations that address health, safety or welfare concerns. Staff recommends approval of one ordinance, and two resolutions establishing City regulations that are consistent with state legislation. James Eckert, City Prosecutor with Dapeer, Rosenblit & Litvak, who drafted the ordinance and policies, came to the podium to answer questions from the Council about implementation and enforcement.

There were no public comments.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL TO WAIVE THE READING OF ORDINANCE NO. 832 AND READ BY TITLE ONLY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MARCUCCI TO INTRODUCE ORDINANCE NO. 832. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2024-42. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 5

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

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2024-43. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARINGS – NONE

Mayor Moss asked if there were no objections, if we could bring forward item Nos. 10., 11., 12., and 13., prior to Item no. 9, Closed Session. There were no objections.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss mentioned the Rodeo was this coming up weekend and thanked staff who are volunteering. It looks like it will be a good showing, based on ticket sales.

Council Member Ruggles talked about the Fall Festival coming up, where there will be lots of games, a rock wall, live music, food and of course the Terror Trail. All proceeds will go to the Youth Activities League (YAL).

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 6

CLOSED SESSION

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

9.1 *CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION*

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

Case: Cruz v. Radecki, et al

Case No.: Los Angeles Superior Court Case No. 24STCV16690

9.2 *CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION*

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case

9.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 150 N Hacienda Blvd, City of Industry, CA 91744
Assessor Parcel Numbers 8208-025-951

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Fred Kaplan

Under Negotiation: Price and terms of payment

Mayor Moss, recessed the meeting into Closed Session at 9:47 a.m.

Mayor Moss reconvened the meeting at 12:02 p.m.

City Manager Nelson reported on Closed Session Item 9.1. Mayor Pro Tem Greubel, Council Member Radecki, City Attorney Casso and Assistant City Attorney Sparks each recused themselves from this item and left the Chamber at 10:00 a.m., returned to the Chamber at 10:17 a.m. and did not participate with this item.

City Attorney Casso reported out of Closed Session for Item Nos. 9.2 and 9.3. All members of the Council were present.

With regard to Closed Session Item No. 9.2, direction was given to the City Attorney's office, no final action taken.

With regard to Closed Session Item No. 9.3, direction was given to the Agency Negotiators, no final action taken. Nothing further to report at this time.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 7

ADJOURNMENT

There being no further business, the City Council adjourned at 12:04 p.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION

There were none.

CONSENT CALENDAR - NONE

ACTION ITEMS – NONE

PUBLIC HEARINGS - NONE

CLOSED SESSION

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

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 10, 2024
PAGE 2

9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section
54956.9(d)(2) One potential case

Mayor Moss, recessed the meeting into Closed Session at 9:47 a.m.

Mayor Moss reconvened the meeting at 12:02 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, direction was given to the City Attorney's office, no final action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 12:04 p.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

Mayor Moss welcomed a special guest, Ed Chavez from San Gabriel Valley Water District, who was in the audience.

PRESENTATION

Paul Spitzzeri, Museum Director for the Homestead Museum, addressed the City Council and provided an update to the programs and activities taking place at the Workman and Temple Homestead Museum.

CONSENT CALENDAR

Mayor Moss asked for a staff report on Item Nos. 6.2, 6.3, 6.6, and 6.9.

Mayor Pro Tem Greubel asked for a staff report on Item No. 6.10

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 2

Council Member Ruggles asked for a staff report on Item No. 6.4.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 24, 2024

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

6.2 CONSIDERATION OF RESOLUTION NO. CC 2024-63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LA PUENTE VALLEY HISTORICAL SOCIETY IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) FOR OUTDOOR IMPROVEMENTS TO THE ROWLAND HOME

RECOMMENDED ACTION: *Adopt Resolution No. CC 2024-63.*

Sam Pedroza, Assistant City Manager, provided a staff report regarding the donation request to the La Puente Valley Historical Society, a nonprofit organization, for outdoor improvements to the Rowland Home. Sam Pedroza was available to answer any questions.

6.3 CONSIDERATION OF RESOLUTION NO. CC 2024-64 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT, IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00), FOR ITS GIFT CARD PROGRAM

RECOMMENDED ACTION: *Adopt Resolution No. CC 2024-64.*

Sam Pedroza, Assistant City Manager, provided a staff report requesting approval for a donation to Hacienda La Puente Unified School District (HLPUSD) Equity and Access Program to help in fundraising efforts to provide meal support to more than 1,000 students currently identified as experiencing housing insecurities.

Both Martha Calderon, Coordinator and Maritza Cabezas, Counselor on Special Assignment for HLPUSD spoke about the program and its need for support.

6.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA CONSULTING, INC., FOR GRANT

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 3

WRITING AND MANAGEMENT SERVICES, EXTENDING THE TERM THROUGH OCTOBER 31, 2027, AND INCREASING COMPENSATION BY \$171,000.00

RECOMMENDED ACTION: *Approve Amendment No.1.*

Development Services Manager, Kathy Tai provided a staff report and stated this amendment will allow the City to continue working with California Consulting to pursue grant opportunities that will help offset General Fund spending for City projects and programs. The amendment extends the term and increases the compensation. Kathy Tai was available to answer any questions.

6.5 CONSIDERATION OF THE CANCELLATION OF THE NOVEMBER 28, 2024 AND DECEMBER 26, 2024 CITY COUNCIL MEETINGS AND THE CLOSURE OF CITY HALL FROM DECEMBER 23, 2024 THROUGH JANUARY 1, 2025

RECOMMENDED ACTION: *Cancel the November 28, 2024 and December 26, 2024 regular City Council Meetings and authorize the closure of City Hall from December 23, 2024 through January 1, 2025.*

6.6 Consideration of the Second Reading and Adoption of an Ordinance Amending Title 5 (Licenses & Regulations) of the City of Industry Municipal Code to Add Chapter 5.24 (Sidewalk Vending), and Adopting a Notice of Exemption Regarding Same, and Making Findings In Support Thereof

RECOMMENDED ACTION: *Adopt Ordinance No. 832.*

Assistant City Manager, Bing Hyun provided a staff report regarding the second reading and adoption of an Ordinance Number 832, amending Title 5, adding chapter 5.24, and adopting a notice of exemption. Bing Hyun was available to answer any questions.

6.7 CONSIDERATION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING, INC., EXTENDING THE TERM THROUGH OCTOBER 31, 2027

RECOMMENDED ACTION: *Approve the Amendment.*

6.8 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C & C ENGINEERING, INC., FOR ENGINEERING SERVICES, REVISING THE RATE SCHEDULE

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 4

RECOMMENDED ACTION:

Approve the Amendment.

6.9 CONSIDERATION OF A JOINT EXERCISE OF POWERS AGREEMENT FOR FIRST PUBLIC HYDROGEN AUTHORITY WITH THE CITY OF LANCASTER, CALIFORNIA

RECOMMENDED ACTION:

Approve the Agreement.

City Manager Josh Nelson spoke about the potential of creating a Joint Exercise of Powers Agreement (JPA) with the City of Lancaster in creating the first public hydrogen authority. The details of the agreement are still being worked on, and will not be available today, but will return the topic at the November 14th meeting.

6.10 CONSIDERATION OF THE FOLLOWING AGREEMENTS FOR THE FULLERTON ROAD GRADE SEPARATION PROJECT (MP 99-60 #10):

- a. **CONSIDERATION OF AN ENCROACHMENT AGREEMENT WITH SFPP, L.P., FOR CONSTRUCTION WORK RELATED TO THE FULLERTON GRADE SEPARATION WORK WITHIN SFPP'S "EASEMENT" WITHIN UNION PACIFIC RAILROAD'S PROPERTY;**
- b. **CONSIDERATION OF A DEFENSE AND INDEMNITY AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, IN FAVOR OF THE CITY, RELATED TO THE ENCROACHMENT AGREEMENT BETWEEN THE CITY AND SFPP, L.P.**

RECOMMENDED ACTION:

Approve the Agreements.

City Manager Josh Nelson provided a detailed staff report on the Encroachment Agreement with SFPP, L.P., and the Defense and Indemnity Agreement with the San Gabriel Valley Council of Governments (SGVC), which is in favor of the City, related to the Encroachment Agreement between the City and SFPP, L.P.

Council Member Ruggles asked how long this project has been out of function, of which Josh Nelson said there has been a loss of 6-7 months due to this utility conflict involving a utility pipeline owned by SFPP, L.P. The intent is to begin work again in November 2024.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of the Consent Calendar.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 5

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

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

ACTION ITEMS

7.1 CONSIDERATION OF APPOINTMENT FOR TWO (2) VACANT SEATS ON THE CIVIC CENTER DESIGN AND DEVELOPMENT ADVISORY COMMITTEE

RECOMMENDED ACTION: *Make appointments to the two vacant seats or provide direction to staff.*

City Manager Josh Nelson stated that two (2) Vacant Seats on the Civic Center Design and Development Advisory Committee were posted, and the City received two (2) applications for the positions, Travis Brady and Manuel Perez.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 7.1.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO APPOINT TRAVIS BRADY AND MANUEL PEREZ AS TWO SEATS ON THE CIVIC CENTER DESIGN AND DEVELOPMENT ADVISORY COMMITTEE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.2 CONSIDERATION OF RESOLUTION NO. CC 2024-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPOINTING A REPRESENTATIVE ON THE BOARD OF TRUSTEES FOR THE SAN GABRIEL

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 6

VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT FOR THE NEXT TERM OF OFFICE

RECOMMENDED ACTION: 1) *Appoint a representative and determine the term of office; and 2) Adopt Resolution No. CC 2024-62.*

City Manager Josh Nelson provided background on the term for the Mayor as the City's representative on the Board for the San Gabriel Valley Mosquito & Vector Control District (SGVMVCD), ending on December 31, 2024. Options to fill the representative position were discussed and this item will be brought back at the next meeting. No vote was taken.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 7.2.

PUBLIC HEARINGS – NONE

Mayor Moss asked if there were no objections, if we could bring forward item No. 13, Public Comments, prior to Item Nos. 9, 10., 11., and 12. There were no objections.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CLOSED SESSION

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

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Closed Session item.

- 9.1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Golden State Environmental Justice Alliance v. City of Industry, et al.
Case No.: Los Angeles County Superior Court Case No. 24STCP03186
Mayor Moss, recessed the meeting into Closed Session at 10:15 a.m.

Mayor Moss reconvened the meeting at 10:40 a.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 24, 2024
PAGE 7

Assistant City Attorney Sparks reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, direction was given to the City Attorney's office, no final action taken. Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Council Member Ruggles spoke about the great success of the Terror Trail event this year. We collected more money than last year and 100% goes to the YAL to support the kids, primarily in the Hacienda/La Puente area. "Thank you everyone who participated." Council Member Marcucci said for the record that Council Member Ruggles efforts are recognized for all his hard work, job well done.

Mayor Moss mentioned that the tracks are being built now for the upcoming BMX event and recognized Council Member Ruggles for his creativity on the Terror Trail event this year. She heard nothing but compliments and how smoothly everything went.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:41 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:02 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION – SGVCOG ROADSHOW

Kevin Lai, Director of Capital Projects with the San Gabriel Valley Council of Governments, presented to the Council an update of the work done in 2024 along with a review of upcoming projects for the new year. He also reviewed the programs and initiatives that best keep our residents safe and clean.

CONSENT CALENDAR

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 84084 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 2

Mayor Moss asked for a staff report on Item Nos. 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, and 6.9.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 14, 2024

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

6.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC., TO PROVIDE STRUCTURAL ENGINEERING DESIGN SERVICES FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT, THROUGH JUNE 30, 2026

RECOMMENDED ACTION: *Approve the Agreement.*

A handout was provided to the Council.

Sean Calvillo, Director of Operations, CNC Engineering provided a staff report for both Item Nos. 6.2 and 6.3, pertaining to the same project at Follows Camp. The City did receive grant funding of 2.88 million dollars for both structural engineering design services and environmental consulting and design services. The City will match 1.2 million dollars.

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES, TO PROVIDE ENVIRONMENTAL CONSULTING AND DESIGN SERVICES, FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT, IN AN AMOUNT NOT-TO-EXCEED \$877,200.00, THROUGH JUNE 30, 2026

RECOMMENDED ACTION: *Approve the Agreement.*

A handout was provided to the Council.

Council Member Ruggles asked about the different phases for design services with Stillwater Ecosystem, Watershed & Riverine Sciences, and Sean Calvillo, Director of Operations, CNC Engineering replied that the first phase of design should be complete by June 2025, then it will go into part 2, then a final design phase.

6.4 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1531, GRAND AVENUE SLOPE RECONSTRUCTION AND PAVEMENT REHABILITATION FROM BAKER PARKWAY TO FERRERO PARKWAY, FOR AN ESTIMATED COST OF \$1,860,500.00

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 3

RECOMMENDED ACTION: *Approve the plans and specifications and authorize the advertising and receipt of electronic bids.*

James Cramsie, Director of Engineering at CNC Engineering provided a staff report, explaining the background and scope of work for this project. Mayor Moss asked about the timeline of this project and James Cramsie replied that it is hard to tell at this point. It depends on what they find once the roads and slopes are opened. Grand Avenue, including bridges over UPRR Tracks, were originally constructed with AC pavement in the late 1980's. Construction is expected to take 9 to 12 months.

6.5 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.*

Sam Pedroza, Assistant City Manager, provided a staff report on this Facilities Use Agreement and was available to answer any questions.

6.6 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC., FOR LANDFILL OPERATION, MONITORING AND MAINTENANCE CONSULTING SERVICES, EXTENDING THE TERM THROUGH DECEMBER 31, 2027, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY \$650,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

Sean Calvillo, Director of Operations at CNC Engineering provided a staff report on Amendment No. 5, regarding landfill operation, monitoring and maintenance with Stearns, Conrad and Schmidt Consulting Engineers, Inc. and was available to answer any questions.

6.7 CONSIDERATION OF A REIMBURSEMENT AGREEMENT WITH ROWLAND WATER DISTRICT FOR WATER LINE RELOCATION SERVICES ON THE FULLERTON ROAD RECONSTRUCTION PROJECT, IN THE AMOUNT OF \$548,327.00 (MP 17-05#2)

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 4

RECOMMENDED ACTION:

Approve the Agreement.

Josh Nelson, City Manager, provided a staff report on this Reimbursement Agreement with Rowland Water District for water line relocation services and was available to answer any questions.

6.8 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1528, ANNUAL PAVEMENT REHABILITATION FY 23, FOR AN ESTIMATED COST OF \$7,501,000.00

RECOMMENDED ACTION:

Approve the plans and specifications and authorize the advertising and receipt of electronic bids.

James Cramsie, Director of Engineering at CNC Engineering provided a staff report, explaining that each year, the City's Annual Pavement Rehabilitation project focuses on streets that display low to medium severity alligator or block cracking and weathering and raveling. The last rehabilitation project was completed in 2023. This year's project includes 12 streets and involves reconstruction of two smaller streets as listed in the staff report.

6.9 CONSIDERATION OF A JOINT EXERCISE OF POWERS AGREEMENT FOR FIRST PUBLIC HYDROGEN AUTHORITY WITH THE CITY OF LANCASTER, CALIFORNIA

RECOMMENDED ACTION:

Approve the Agreement.

A handout was provided to the Council.

Josh Nelson, City Manager, presented to the Council the background and opportunity to create the first Public Hydrogen Authority Joint Exercise of Power Agreement. He then introduced Jason Caudle, representing the City of Lancaster, who provided a presentation along with slides to the Council. The City of Industry and the City of Lancaster have the opportunity to partner and take the next step in the evolution of municipal hydrogen energy. Together with the Council's approval, the cities would be the first of its kind in the United States and will make history in the adoption and deployment of renewable energy. Staff recommends the approval of the proposed JPA.

Armando Herman spoke for one minute in opposition of the Consent Calendar.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 5

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 84084 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS - NONE

PUBLIC HEARINGS – NONE

Mayor Moss asked if there were no objections, if we could bring forward item No. 13, Public Comments, prior to Item Nos. 9., 10., 11., and 12. There were no objections.

PUBLIC COMMENTS

Kent Valley, on behalf of the Land of the Free, came to report on the Veterans Day Golf Fundraiser which has received 1.3 million dollars, going directly to the Veterans through 30 different charities. Kent Valley thanked the City of Industry for their continued support, and he is very proud of what they have been able to accomplish.

Mayor Moss thanked Kent Valley for being here, and the City is a very proud supporter of the foundation and all that it does.

Armando Herman spoke for one minute about his first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. He spoke about his opposition to government policies/leadership and provided documents for the record.

CITY MANAGER REPORTS

City Manager Josh Nelson spoke about the Tres Hermanos Conservation Authority meetings coming back to the City of Industry, starting January 2025, for the next two years. He also wished everyone a Happy Thanksgiving since there will be no meeting between now and then.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 6

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

CLOSED SESSION

Armando Herman spoke for one minute in opposition of Closed Session.

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

Property:	555 S. El Encanto Road, City of Industry, California 91745, also known as Assessor Parcel Numbers 8208-27-901, 902, 906, 907, and 918.
Agency Negotiators:	Josh Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	El Encanto Healthcare & Habilitation Center
Under Negotiation:	Price and terms of payment

9.2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Golden State Environmental Justice Alliance v. City of Industry, et al.
Case No.: Los Angeles County Superior Court Case No. 24STCP03186

Mayor Moss, recessed the meeting into Closed Session at 9:57 a.m.

Mayor Moss reconvened the meeting at 11:39 a.m.

City Attorney James M. Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, direction was given to the Agency Negotiators, no final action taken.

With regard to Closed Session Item No. 9.2, no action taken.

Nothing further to report at this time.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 14, 2024
PAGE 7

ADJOURNMENT

There being no further business, the City Council adjourned at 11:40 p.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 9, 2025
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

President Moss warned that there will be no outbursts allowed from the public or you will be removed from the meeting. This will be the one and only warning.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION – EMPLOYEE MILESTONE RECOGNITION

City Manager Josh Nelson distributed 5-year pins to Veronica Mejia, Urbanie Quintero, and himself for over 5 years of service plus a pin to Yvette Padilla for 10 years of service. Pictures were taken and Josh Nelson thanked everyone for their service.

CONSENT CALENDAR

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 84436 for item 2 (Register of Demands) due to a potential or

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 9, 2025
PAGE 2

actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 26, 2024

RECOMMENDED ACTION: Ratify the Register of Demands for December 26, 2024.

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 9, 2025

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

Mike Greenspan and Armando Herman each spoke for one minute in opposition of the Consent Calendar.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 84436 ON ITEM 2 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS - NONE

PUBLIC HEARINGS – NONE

Mayor Moss asked if there were no objections, if we could bring forward item No. 13, Public Comments, prior to Item Nos. 9., Closed Session. There were no objections.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 9, 2025
PAGE 3

speech. He spoke about his opposition to government policies/leadership and provided documents for the record.

Mayor Moss asked for a moment of silence for President Carter, whose funeral was today. He passed away on December 29, 2024.

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

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Closed Session.

9. **CLOSED SESSION**

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property:	220 N Hacienda Blvd; 8208-025-952
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Barrage Industrial, LLC
Under Negotiation:	Price and terms of payment

9.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property:	130-138 Turnbull Canyon Road Assessor Parcel Number: 8208-023-901
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Joshua Nelson, Executive Director, James M Casso, Agency Counsel
Under Negotiation:	Price and terms of payment

9.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Case: Legacy Point LLC v. City of Industry, et al.

Los Angeles Superior Court Case No. 24STCV20043

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 9, 2025
PAGE 4

9.4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation, pursuant to Government Code Section 54956.9(d)(2):
Ten potential cases

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

Property:	1210 Fullerton Road, APN 8264-027-900
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	San Gabriel Valley Council of Governments
Under Negotiation:	Price and terms of payment

Mayor Moss, recessed the meeting into Closed Session at 9:57 a.m.

Mayor Moss reconvened the meeting at 11:39 a.m.

City Attorney James M. Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item Nos. 9.1, 9.2, and 9.5, direction was given to the Agency Negotiators, no final action taken.

With regard to Closed Session Item Nos. 9.3, and 9.4, direction was given to the City Attorney's office, no action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

Mayor Pro Tem Michael Greubel, spoke about going last week, along with City Manager Josh Nelson and Assistant City Manager Sam Pedroza, to Contract Cities in Sacramento. They attended several sessions along with meeting up with local legislators. The main topic of discussion was HCD Housing Element and thanked everyone who attended.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 9, 2025
PAGE 5

CITY COUNCIL COMMUNICATIONS

Mayor Moss said that the BMX event at the Expo Center is still taking place this weekend in spike of the local fires, and we are getting many requests at the Expo Center for housing of large animals due to the fire evacuations.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:47 p.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Kathy Tai, Dev. Services Manager
Troy Helling, Special Projects Manager

DATE: February 27, 2025

SUBJECT: Second Reading and Adoption of Zoning Code Amendment No. 24-08, an Ordinance amending Section 17.04.010 (Zones-Classifications) of Chapter 17.04 (General Provisions) of Title 17 (Zoning); and amending Chapter 17.22 (Housing Overlay Zone) of Title 17 (Zoning); and adding Chapter 17.72 (Affordable Housing Density Bonus), to Title 17 (Zoning) of the City of Industry Municipal Code, to Implement the City's 2021-2029 Housing Element, and Adopt a Notice of Exemption Regarding Same, and Make Findings In Support Thereof

Background:

On January 11, 2024, the City Council conducted a public hearing and the first reading and introduction of Ordinance No. 826, to amend Chapter 17.08 (Definitions) and add Chapter 17.58 (Fair Housing Reasonable Accommodations) of Title 17 (Zoning) to the City's Code. The revisions to the Code will provide a procedure for individuals with disabilities to request reasonable accommodations for their homes. This ordinance is now being presented for second reading and adoption.

Discussion:

Fiscal Impact:

There is no fiscal impact associated with this agenda report. However, there could be a future fiscal impact depending on the reasonable accommodation requests the City receives. The proposed ordinance allows for the City Council to adopt a fee for the filing of appeals. No fee is proposed at this time.

Recommendation:

Staff recommends the City Council conduct second reading, by title only, and adopt Ordinance No. 826, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO AMEND CHAPTER 17.08 (DEFINITIONS) AND ADD CHAPTER 17.58 (FAIR HOUSING REASONABLE ACCOMMODATIONS), AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF.

Exhibits:

1. Ordinance No. 834

ORDINANCE NO. 834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 17.04.010 (ZONES-CLASSIFICATIONS) OF CHAPTER 17.04 (GENERAL PROVISIONS) OF TITLE 17 (ZONING); AND AMENDING CHAPTER 17.22 (HOUSING OVERLAY ZONE) OF TITLE 17 (ZONING); AND ADDING CHAPTER 17.72 (AFFORDABLE HOUSING DENSITY BONUS) TO TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO IMPLEMENT THE CITY'S 2021-2029 HOUSING ELEMENT, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, the California Department of Housing and Community Development (“HCD”) directs cities to amend their municipal codes with respect to zoning regulations in light of aforementioned laws and a city’s affirmative duty to comply with various state laws; and

WHEREAS, Program 5 of the City’s 2021-2029 Housing Element commits the City to prepare residential development standards for new housing, including setbacks, yard standards, building height/story limits, architecture, parking requirements, and design features. Design standards are necessary to ensure new housing is consistent with land uses in the neighborhood and contributes to the aesthetic quality of that area. Development and design standards must be objective for multiple-family projects as consistent with state law. In addition, the City is required to prepare a density bonus ordinance for residential projects. The City will also expand its minor exception regulations to allow minor variations from development standards, allowing the City to be flexible and obtain the housing product most suited to the site without a variance; and

WHEREAS, the proposed ordinance is consistent with the goals and objectives of the City’s General Plan because Program 5 (Development Regulations and Process) of the 2021-2029 Housing Element commits the City to prepare residential development standards, density bonus and Minor Exception process for new housing; and

WHEREAS, based on Staff’s review and assessment, the proposed Ordinance is exempt from the California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 et seq.) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed amendment does not contemplate any specific project requiring discretionary review. Any future project that requires discretionary review will be analyzed at the appropriate time in accordance with any applicable CEQA requirements; and

WHEREAS, on January 10, 2025, notice of the Planning Commission’s January 21, 2025 public hearing on the amendment was published in the San Gabriel Valley Tribune, in compliance with the City’s Municipal Code and Government Code Section 65090, and was posted at City Hall, the City’s Council Chambers, Fire Station 118, and on the City’s website; and

WHEREAS, on January 21, 2025, the Planning Commission of the City of Industry conducted a duly noticed public hearing on the proposed Zoning Code Amendment and considered all testimony written and oral, and adopted Resolution No. PC 2024-23, recommending the City Council adopt the Ordinance; and

WHEREAS, on January 24, 2025, notice of the City Council’s February 13, 2025, public hearing on Ordinance No. 834 was published in the San Gabriel Valley Tribune, in compliance with the City’s Municipal Code and Government Code Section 65090; and

WHEREAS, on January 24, 2025, notice of the City Council’s February 13, 2025, public hearing on Ordinance No. 834 was posted at the City Hall, the City’s Council Chambers, Fire Station 118, and on the City’s website; and

WHEREAS, on February 13, 2025, the City Council of the City of Industry conducted a duly noticed public hearing on Ordinance No. 834, and considered all testimony written and oral; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the February 13, 2025 public hearing, including public testimony and oral staff reports, that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. CEQA Findings.

Based upon substantial evidence presented to the City Council during the February 13, 2025 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and any documents provided by the public to the City Council at the February 13, 2025 public hearing, the City Council finds as follows:

The proposed Municipal Code amendment has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”). The City Council has determined that the text amendment does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that adoption of the ordinance has no

possibility of having a significant effect on the environment. The proposed amendment does not contemplate any specific project requiring discretionary review. Any future project that requires discretionary review will be analyzed at the appropriate time in accordance with any applicable CEQA requirements. This amendment enacts a procedure as required by state law. Based on the foregoing, the City Council approves and adopts the Notice of Exemption for this project, and directs Staff to file same as required by law.

SECTION 3. Zoning Code Text Amendment Findings.

Based upon substantial evidence presented to the City Council during the February 13, 2025 public hearing, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, and the City's Code, and any documents provided by the public to the City Council at the February 13, 2025 public hearing, the City Council finds as follows:

- a. The proposed ordinance is in conformity with the goals and policies of the City's General Plan because Program 5 of the 2021-2029 Housing Element provides that the City will prepare residential development standards for new housing, including setbacks, yard standards, building height/story limits, architecture, parking requirements, and design features. Design standards are necessary to ensure new housing is consistent with land uses in the neighborhood and contributes to the aesthetic quality of that area. Development and design standards must be objective for multiple-family projects as consistent with state law. In addition, the City is required to prepare a density bonus ordinance for residential projects. The City will also expand its minor exception to allow minor variations from the development standards, allowing the City to be flexible and obtain the housing product most suited to the site without a variance in the City's Code, thereby implementing specific objectives of the City's General Plan.
- b. The adoption of the ordinance is consistent with the City's Zoning Code because the purpose of adopting the ordinance is to comply with State laws. Additionally, pursuant to Section 17.22.010 of the City's Code, "the intent and purpose of the Housing Overlay Zone (hereinafter "HOZ") [is] to facilitate housing development consistent with the City's adopted housing element and ensure that housing will be compatible with surrounding land uses", the proposed regulations will implement Program 5 of the adopted Housing Element. The proposed ordinance creates residential development standards for new housing, density bonuses in accordance with State law and, therefore, "will carry out the purposes of the planning law of the state".
- c. The proposed Zoning Code amendment is not detrimental to the public health, safety or general welfare, as it is a simple text amendment, and does not propose any specific development project.

SECTION 4. Municipal Code Amendment.

Section 17.04.010 (Zones—Classifications) of Chapter 17.04 (General Provisions) of Title 17 (Zoning) of the City of Industry Municipal Code, is hereby amended to include the following:

- I. HOZ Overlay – Housing Overlay Zone.

SECTION 5. Municipal Code Amendment.

Chapter 17.22 (Housing Overlay Zone) of Title 17 (Zoning) of the City of Industry Municipal Code, is hereby amended to read in its entirety as follows:

Chapter 17.22 (HOUSING OVERLAY ZONE)

- 17.22.010 Intent and purpose.**
- 17.22.020 Changes of zone**
- 17.22.020 Permitted uses.**
- 17.22.040 Application.**
- 17.22.050 Development standards.**
- 17.22.060 Conditions of Approval.**
- 17.22.070 Density Bonus.**
- 17.22.080 Minor Exceptions.**

17.22.010 Intent and purpose.

It is the intent and purpose of the housing overlay zone (hereinafter "HOZ") to facilitate housing development consistent with the city's adopted housing element and ensure that housing will be compatible with surrounding land uses.

17.22.020 Changes of zone.

Any change of zone to include an HOZ shall be made with an existing or proposed underlying base zone and comply with the provisions of Chapter 17.28.

17.22.030 Permitted uses.

- A. All uses permitted in the underlying zone are permitted, notwithstanding the application of an HOZ overlay zone on the same property.
- B. The following uses are permitted by right:
 - 1. Accessory dwelling units and junior accessory dwelling units;
 - 2. Employee housing;
 - 3. Licensed residential care facilities serving seven or more clients;

4. Low-barrier navigation centers that meets the requirements of Government Code Section 65660 et seq.
5. Supportive housing that meets the requirements of Government Code Section 65650 et seq.;
6. Manufactured housing that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401 et seq.) and is on a foundation system, pursuant to Health and Safety Code Section 18551;
7. Mobile homes;
8. Multifamily dwellings;
9. Single-family dwellings;
10. Single-room occupancy housing that includes multiple single-room dwelling units, where each unit is for occupancy by one individual and contains food preparation or sanitary facilities, or both;
11. Transitional housing.

17.22.040. Application.

- A. Procedure. A proposed development or improvement for occupancy by any of the uses listed in Section 17.22.030(B) shall be subject to an administrative design review process unless otherwise exempt. A proposed development or improvement that complies with the requirements of this chapter is permitted by right and shall be approved by the planning director, or their authorized designee.
- B. Form of Application. An application for a proposed development or improvement shall be completed on a form provided by the planning department.
- C. Review Procedures. Additional application review procedure requirements for specified development types are as follows:
 1. Accessory dwelling units and junior accessory dwelling units shall be reviewed consistent with the provisions in Section 17.80.020.
 2. Low-barrier navigation centers shall be reviewed consistent with Government Code Section 65664.
 3. Supportive housing shall be reviewed consistent with Government Code Section 65653(b).

17.22.050. Development standards.

Design Review. Approval of a development plan is required for new or expanded structures on properties in the HOZ pursuant to Chapter 17.36. Development is subject to the following standards:

- A. Lot area:
 - 1. Single Family: Every lot used for single family shall have at least 5,000 square feet.
 - 2. Multi-family: Every project site used for multi-family shall have at least 35,000 square feet.

- B. Setbacks:
 - 1. Front setback shall not be less than 20 feet from property line.
 - 2. Side setback shall not be less than five feet from property line, plus one foot for each story over two stories.
 - 3. Rear setback shall not be less than 20 feet from property line.

- C. Lot coverage: Maximum of 30 percent of lot area may be covered by buildings or structures.

- D. Density: A minimum of 16 units per site and maximum of 20 units per acre are permitted.

- E. Height: No building or structure shall exceed three stories or 35 feet in height.

- F. Parking requirements:
 - 1. Minimum of one two-car garage, with interior dimensions of not less than 20 feet in width and 20 feet in depth, shall be provided for each dwelling unit.
 - 2. Minimum of 0.5 additional spaces, not less than 9 feet in width and 19 feet in depth, shall be provided for each bedroom over two.
 - 3. Minimum of one guest parking space, not less than 9 feet in width and 19 feet in depth, shall be provided at the ratio of one parking space for each four dwelling units, or portion thereof.
 - 4. For purposes of subsection F, all calculations resulting in fractional units shall be rounded up to the next whole number.

- G. Landscaping: All front setback areas shall be landscaped, except for driveways and walkways.

- H. Design and architectural features: Any new structures or alterations to an existing structure shall maintain design and architectural features consistent with improvements both on the subject property and surrounding neighborhood, subject to all requirements of Chapter 17.36.

17.22.060 Conditions of Approval.

The project shall include standard conditions of approval per Section 17.36.080.A.

17.22.070 Density Bonus.

Density. For residential development, a minimum of sixteen units per site and twenty dwelling units per acre are permitted. A density bonus may be granted per Chapter 17.72, and in accordance with Government Code Sections 65915 et seq.

17.22.080 Minor Exceptions.

A minor exception may be granted per Section 17.40.040.

SECTION 6. Municipal Code Amendment.

Chapter 17.72 (Affordable Housing Density Bonus), is hereby added to Title 17 (Zoning) of the City of Industry Municipal Code, to read in its entirety as follows:

Chapter 17.72 AFFORDABLE HOUSING DENSITY BONUS

- 17.72.010 Intent and purpose.**
- 17.72.020 Definitions.**
- 17.72.030 Application requirements.**
- 17.72.040 Review process.**
- 17.72.050 Density bonus agreement.**
- 17.72.060 Density bonus housing calculations.**
- 17.72.070 Development standards.**
- 17.72.080 Density bonus for commercial development.**

17.72.010. Intent and purpose.

In accordance with California Government Code Section 65915 et seq. (State Density Bonus Law), this Chapter specifies how compliance with State Density Bonus Law will be implemented. Specifically, the purpose of this Chapter is to provide density bonuses, incentives, concessions, and waivers of development standards for the production of housing for very low-, low-, and moderate-income households, senior households, provision of daycare facilities, student housing, and donations of land, and for other housing types as provided by state law. In enacting this Chapter, it is also the intent of the City of Industry to implement the goals, objectives, and policies of the city's Housing Element of the General Plan.

17.72.020. Definitions.

The definitions found in State Density Bonus Law or elsewhere in Title 17 of the Code shall apply to the terms contained in this chapter. "Incentives" include "concessions" as defined in State Density Bonus Law. If the definition of a term found in Title 17 conflicts with the definition of the same term found in State Density Bonus Law, then the definition in State Density Bonus Law shall prevail.

17.72.030. Application requirements.

- A. An applicant for a “housing development” as defined in State Density Bonus Law shall be eligible for a density bonus and other regulatory benefits that are provided by State Density Bonus Law when the applicant seeks and agrees to provide housing as specified in Government Code Section 65915(b), (c), (f), (g), (h) and (v), or in Government Code Section 65195.5, or successor provisions. The density bonus calculations shall be made in accordance with State Density Bonus Law.
- B. The granting of a density bonus, incentive, or concession, pursuant to this Chapter, shall not be interpreted, in and of itself, to require a general plan amendment, zoning code amendment, zone change, or other discretionary approval.
- C. All requests for density bonuses, incentives, parking reductions, and waivers for a housing development shall be filed with and on a form provided by the planning director, or designee, concurrently with the filing of the planning application for the first discretionary or ministerial permit required for the housing development, whichever permit is earliest. The applicant shall be informed whether the application is complete consistent with Government Code Section 65943.
- D. The application shall include the required fee and the following minimum information:
 - 1. **Requested density bonus:**
 - a. Summary table showing the maximum number of dwelling units permitted by the zoning and general plan excluding any density bonus units, proposed affordable units by income level, proposed bonus percentage, number of density bonus units proposed, total number of dwelling units proposed on the site, and resulting density in units per acre.
 - b. Provision of State Density Bonus Law under which the housing development qualifies for a density bonus and reasonable documentation demonstrating that the housing development is eligible for a bonus under that provision.
 - c. A tentative map or preliminary site plan, drawn to scale, showing the number and location of all proposed units, designating the location of proposed affordable units and density bonus units.
 - d. The zoning and general plan designations and assessor's parcel number(s) of the housing development site.
 - e. A description of all dwelling units existing on the site in the five-year period preceding the date of submittal of the application and identification of any units rented in the five-year period; subject to any form of rent control through a public entity's valid exercise of its police power; or subject to a recorded covenant ordinance, or law restricting rents to levels affordable to households of lower or very low income.
 - f. If dwelling units on the site are currently rented, income and household size of all residents of currently occupied units, if known. If any dwelling units on the site were rented in the five-year period but are not currently rented, the

income and household size of residents occupying the dwelling units when the site contained the maximum number of dwelling units, if known.

- g. The phasing of the construction of the affordable housing units in relation to the nonrestricted units in the housing development.
 - h. A density bonus housing plan describing how the development proponent intends to market the affordable units in the housing development project and the proposed mechanism by which the development proponent will fund ongoing monitoring and compliance with the affordability requirements for the affordable units in the housing development project throughout the term of affordability. Notwithstanding the foregoing, a 100-percent affordable housing development project that meets the criteria outlined in Government Code 65915.3(b) need not comply with (ii).
2. **Requested incentives.** Incentives are those defined by State Density Bonus Law. The number of incentives that may be requested shall be based upon the number the applicant is entitled to pursuant to State Density Bonus Law. The application shall include the following minimum information for each incentive requested, shown on a site plan (if appropriate):
- a. Provision of Density Bonus Law that entitles the applicant to the requested number of incentives.
 - b. The city's usual regulation and the requested regulatory incentive or concession.
 - c. Except where mixed-use zoning is proposed as a concession or incentive, reasonable documentation to show that any requested incentive will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.
 - d. If approval of mixed-use zoning is proposed, reasonable documentation that nonresidential land uses will reduce the costs of the housing development, that the nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the proposed housing development will be located, and that mixed-use zoning will provide for affordable housing costs and rents.
3. **Requested waivers.** For each waiver requested, the applicant shall include, shown on a site plan and in a table, and shown for each existing or proposed parcel (if applicable), the city's required development standard and the requested development standard.
4. **Parking reductions.** If a housing development is eligible for a density bonus pursuant to State Density Bonus Law, the applicant may request an on-site vehicular parking ratio specified in Government Code Section 65915(p). An applicant may request this parking reduction in addition to the incentives and waivers permitted by paragraphs (2) and (3) of this subsection. The application shall include a table showing parking required by the zoning regulations, parking proposed under State Density Bonus Law, paragraph under Government Code Section 65915(p) or other statute under which the project

qualifies for the parking reduction, and reasonable documentation that the project is eligible for the requested parking reduction.

5. **Density bonus or incentive for a child care facility in a housing development.** The application shall include reasonable documentation that all of the requirements included in Government Code Section 65915(h) can be met.
6. **Density bonus or incentive for a condominium conversion.** The application shall include reasonable documentation that all of the requirements included in Government Code Section 65915.5 can be met.

17.72.040. Review process.

- A. All requests under State Density Bonus Law shall be part of the planning application and shall be applied for, reviewed, and acted upon concurrently with the planning application by the approval body with authority to approve the development, within the timelines prescribed by Government Code Section 65950 et seq. or other statute. Appeals of the planning application in accordance with the requirements of Section 17.44.040 or Section 17.48.070, as applicable, shall include all requests under State Density Bonus Law if appeals are authorized for the discretionary or ministerial permit applied for.
- B. The decision-making body shall grant an incentive requested by the applicant unless it makes a written finding, based upon substantial evidence, of any of the following:
 1. The proposed incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5; or for affordable rents, as defined in Health and Safety Code Section 50053; or
 2. The proposed incentive would be contrary to state or federal law; or
 3. The proposed incentive would have a specific, adverse impact upon the public health or safety or on any real property that is listed in the California Register of Historic Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low- and moderate-income households. For the purpose of this subsection, "specific, adverse impact" means a significant, quantifiable, direct and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete as defined in Government Code Section 65589.5.
- C. The decision-making body shall grant the waiver of development standards requested by the applicant unless it makes a written finding, based upon substantial evidence, of any of the following:
 1. The proposed waiver would be contrary to state or federal law; or

2. The proposed waiver would have an adverse impact on any real property listed in the California Register of Historic Resources; or
 3. The proposed waiver would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low- and moderate-income households. For the purpose of this subsection, "specific, adverse impact" means a significant, quantifiable, direct and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete as defined in Government Code Section 65589.5.
- D. If a child care center complies with the requirements of Government Code Section 65915(h), the decision-making body may deny a density bonus or incentive that is based on the provision of child care facilities only if it makes a written finding, based on substantial evidence, that the city already has adequate child care facilities.
- E. A request for minor modification of an approved density bonus housing plan may be granted by the city manager, or their designee, if the modification substantially complies with the original density bonus housing plan and conditions of approval. Other modifications to the density bonus housing plan shall be processed in the same manner as the original plan.

17.72.050. Density bonus housing agreement.

- A. If a density bonus, incentive, parking reduction, or waiver is approved pursuant to this Chapter, the applicant shall enter into a binding affordable housing agreement or restrictive covenant, as described below, with the city, which sets forth the conditions and guidelines to be met in the implementation of State Density Bonus Law and that ensures compliance with all of the provisions of this Chapter. The agreement will also establish specific compliance standards and remedies available to the city upon failure by the applicant to comply with State Density Bonus Law, this chapter, or the affordable housing agreement.
- B. For rental projects, the applicant shall enter into an affordable housing agreement with the city, running with the land, in a form approved by the city attorney, to be executed by the city manager, or their designee. The agreement shall require the continued affordability of all rental units that qualified the applicant for the receipt of the density bonus, incentive, waiver, or parking reduction for a minimum of fifty-five (55) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program; shall identify the type, size and location of each affordable unit; shall specify the eligible occupants; shall specify phasing of the affordable units in relation to the market-rate units; and shall contain other relevant provisions approved by the city attorney. Rents for the lower income density bonus units shall be set at an affordable rent as defined in State Density Bonus Law.

- C. For for-sale projects, the applicant shall enter into an affordable housing agreement with the city, running with the land, in a form approved by the city attorney, to be executed by the city manager, or their designee. The affordable housing agreement shall require that the initial purchasers of those for-sale units that qualified the applicant for the receipt of the density bonus, incentive, waiver, or parking reduction are persons and families of lower or moderate income, as applicable, or if any for-sale unit is not purchased by an income-qualified household within one-hundred eighty (180) days after the issuance of the certificate of occupancy, then the unit(s) must be sold pursuant to a contract that satisfies the requirements of Revenue and Taxation Code Section 402.1(a)(10) to a qualified non-profit housing corporation as defined in State Density Bonus Law and that the units are offered at an affordable housing cost, as that cost is defined in Health and Safety Code Section 50052.5; and shall contain other relevant provisions approved by the city attorney. The affordable housing agreement shall require the continued affordability of the for-sale units for 45 years and for rent units for 55 years.
- D. Where a density bonus, waiver or parking reduction is provided for a market-rate senior housing development, the applicant shall enter into a restrictive covenant with the city, running with the land, in a form approved by the city attorney, to be executed by the city manager, or their designee, to require the housing development to be operated as "housing for older persons" consistent with state and federal fair housing laws.
- E. The executed affordable housing agreement shall be recorded against the housing development prior to final or parcel map approval, or, where a map is not being processed, prior to issuance of building permits for the housing development, whichever is earliest. The affordable housing agreement shall be binding on all future owners and successors in interest.

17.72.060. Density bonus calculations.

- A. In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.
- B. When calculating the number of affordable units needed to qualify for a given density bonus, any fractions of affordable dwelling units shall be rounded up to the next whole number.
- C. Except where a housing development is eligible for an additional bonus pursuant to Government Code Section 65915(v) or other provision of Density Bonus Law, each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one category, the applicant shall identify the category under which the density bonus is requested to be granted.

- D. In determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law, units added by a density bonus are not included in the calculations.
- E. The applicant may elect to accept a lesser percentage of density bonus than the housing development is entitled to, or no density bonus, but no reduction will be permitted in the percentages of affordable units required by State Density Bonus law. Regardless of the number of affordable units, no housing development shall be entitled to a density bonus greater than that authorized under State Density Bonus Law.
- F. Nothing in this Chapter requires the provision of direct financial incentives from the city for the housing development, including, but not limited to, the provision of financial subsidies, publicly owned land, fee waivers, or waiver of dedication requirements. The city, at its sole discretion, may choose to provide such direct financial incentives.

17.72.070. Development standards.

- A. Building permits and final inspections or certificates of occupancy shall be issued concurrently for the market rate units and for any affordable units that qualified the project for a density bonus, incentive, waiver, or parking reduction, so that the affordable units comprise the required percentage of total units.
- B. Affordable units shall be comparable in exterior appearance and overall quality of construction to market rate units in the same housing development. Interior finishes and amenities may differ from those provided in the market rate units, but neither the workmanship nor the products may be of substandard or inferior quality as determined by the city.
- C. To comply with fair housing laws, the affordable units shall contain the same proportional mix of bedroom sizes as the market-rate units. In mixed-income buildings, the occupants of the affordable units shall have the same access to the common entrances and to the common areas, parking, and amenities of the project as the occupants of the market-rate housing units, and the affordable units shall be located throughout the building and not isolated on one floor or to an area on a specific floor.

17.72.080. Density bonus for commercial development.

A commercial development may request and receive a development bonus pursuant to the provisions of Government Code Section 65915.7.

SECTION 7. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 8. Severability.

Should any section, subsection, clause, or provisions of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity of unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 9. Effective Date.

In accordance with California Government Code § 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 10. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Industry, California, at a regular meeting held on February 27, 2025, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
James Cramsie, Sr. Director of Engineering
Justin Aguilar, Field Operations Project Manager

DATE: February 27, 2025

SUBJECT: Consideration of Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc., for On-Call Hazardous Waste Removal and Clean Up Services, extending the term through February 27, 2028, revising the rate schedule, updating the address for the City, and increasing compensation by \$100,000.00

Background:

Ocean Blue Environmental Services, Inc. ("Ocean Blue") is a full service, 24-hour/7-day-a-week ("24/7"), hazardous materials ("HAZMAT") emergency response company, primarily serving government entities and industrial clientele. Some notable clients have included Los Angeles County Department of Public Works ("LACDPW"), Orange County Department of Public Works, the Port of Long Beach, Port of LA, CalTrans, US Coast Guard, LAX and SNA Airports and several cities in the region. The services that Ocean Blue provides include HAZMAT spill cleanup, confined space cleanup, trauma scene cleanup, homeless encampments cleanup, stormwater management (jetting/cleaning lines or catch basins), remediation, and hazardous waste management (categorization, packing, hauling for disposal).

To be better prepared for proper HAZMAT responses, it is crucial to have a contractor in place that is available with short notice, day or night. On March 26, 2020, the City Council approved a Maintenance Services Agreement ("Agreement") with Ocean Blue to provide HAZMAT cleanups and removal services at all City-owned facilities, as needed, and within the public right-of-way to address any emergency spills that may occur.

Discussion:

Ocean Blue continues to provide the City with a 24/7 emergency response to HAZMAT spills and provide many non-emergency services as well such as routine HAZMAT collections and disposals, homeless encampments cleanup and stormwater catch basins/lines cleanup. The

Agreement expires on February 27, 2025, and Staff recommends extending the contract with Ocean Blue through February 27, 2028. Additionally, it is necessary to revise the rate schedule to reflect their current rates, along with an increase in compensation of \$100,000.00 for the extension, and update the address for the City.

Fiscal Impact:

The fiscal impact is \$100,000.00 over three years, as needed. In the adopted FY 24-25 General Fund Budget, \$15,000.00 is approved for this work (Account No. 100-625-6050).

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue.

Exhibits:

1. A. Amendment No. 1 to the Maintenance Services Agreement with Ocean Blue Environmental Services, Inc. dated February 27, 2025

**AMENDMENT NO. 1
TO MAINTENANCE SERVICES AGREEMENT WITH
OCEAN BLUE ENVIRONMENTAL**

This Amendment No. 1 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 27th day of February, 2025, (“Effective Date”) by and between the City of Industry (“City”), a municipal corporation, and Ocean Blue Environmental Services, Inc., a California corporation (“Contractor”). City and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 26, 2020, the City Council approved a Maintenance Services Agreement (“Agreement”) with Contractor to provide maintenance services for on-call hazardous waste removal and clean up; and

WHEREAS, the Agreement expires on February 27, 2025, and in order to allow the Contractor to continue the services, it is necessary to extend the term through February 27, 2028, revise the rate schedule to reflect Contractor’s current rates, increase in compensation by \$100,000.00, and update the City’s address; and

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

AMENDMENT

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

1. TERM

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

The Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 27, 2028, unless sooner terminated to the provisions of this Agreement.

4. PAYMENT

Section 4(a) is hereby revised to read in its entirety as follows:

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thousand Dollars (\$200,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

15. NOTICES

Section 15 is hereby revised with current address of the City of Industry as follows:

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

Attention: Joshua Nelson, City Manager

EXHIBIT A, SCOPE OF SERVICES

The Scope of Services is hereby rescinded in its entirety and replaced with services set forth in Attachment I, attached hereto and incorporated herein by reference.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 2, attached hereto and incorporated herein by reference.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

“CITY”
City of Industry

“CONTRACTOR”
Ocean Blue Environmental Services, Inc.

By: _____
Joshua Nelson, City Manager

By: _____
Justin Lee, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform on-call HAZMAT response services in the City's public right-of-way and at City-owned facilities. Scope of work shall include, but is not limited to, the following, on an as-needed basis:

- 24/7 Emergency Response for HAZMAT Cleanup.
 - Chemical spills, cargo spills, sewage release, factory fires, and accident cleanup.
- Confined Spaces and Underground Cleanup.
- Trauma Scene Cleanup and safe biohazard cleanup and removal.
- Homeless Encampments Cleanup.
 - Biohazard and hypodermic needle removal.
- Stormwater Management.
 - Jetting, vacuum trucks, and cleaning lines and/or catch basins.
 - Stormwater filtration systems and inlet screen installations.
- Remediation of Soil or addressing Soil contamination.
 - Scheduling the assessment, working the site, & haul away and disposal.
- Underground Storage Tank services.
 - Investigations, removal and disposal, and UST closure reporting.
- HAZMAT Waste Management.
 - Categorization, manifest creation and tracking, packing, and hauling for proper disposal.

ATTACHMENT 2
EXHIBIT B
RATE SCHEDULE

1. HAZARDOUS WASTE-TRAINED PERSONNELHOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	157.80	206.90	206.90
SUPERVISOR	121.60	145.00	166.00
CHEMIST / INDUSTRIAL HYGIENIST	242.00	277.00	277.00
LEAD TECHNICIAN	84.20	122.70	160.20
EQUIPMENT OPERATOR	80.70	121.60	155.50
TECHNICIAN	76.10	107.50	140.30
ILWU (INT. LONGSHORE & WHSE UNION) TECH	106.40	159.00	213.90

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLESHOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	66.70
GEAR TRUCK W/ LIFTGATE	66.70
EMERGENCY RESPONSE UNIT - LARGE	309.80
EMERGENCY RESPONSE UNIT - SMALL	215.20
VACUUM TRAILER - 20 BBL	72.50
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	177.70
VACUUM TRUCK - 120 BBL*	203.40
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	230.40
AIR EXCAVATOR*	177.70
OMNI VAC - 85 BBL*	329.80
JETTER / VACTOR COMBO UNIT*	329.80
ROLL-OFF TRUCK*	177.70
ROLL-OFF TRUCK AND TRAILER*	203.40
TRASH COMPACTOR*	247.80
25' BOX VAN*	125.10
45' BOX VAN*	177.70
45' FLAT BED*	177.70
25' EQUIPMENT TRAILER	46.80

*** DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	181.20	DAILY
6-PACK BREATHING AIR BOTTLES	363.60	DAILY
5-MINUTE EGRESS AIR BOTTLE	51.50	DAILY
TRIPOD W/DOUBLE WINCHES	325.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	46.80	DAILY
SAFETY LINE	64.20	DAILY
COPPUS BLOWER	263.10	DAILY
4-GAS AIR MONITOR	398.80	DAILY
PID METER	551.80	DAILY
MERCURY VAPOR ANALYZER	691.00	DAILY

OVA MONITOR	482.90	DAILY
PERSONAL 4 GAS METER	329.80	DAILY
ELECTRIC BLOWER	192.60	DAILY
<u>4. TRAFFIC CONTROL</u>		
ARROW BOARD	295.90	DAILY
PORTABLE DECON STATION W/ARROWBOARD	395.30	DAILY
BARRICADES W/ REFLECTORS, EACH	43.30	DAILY
DELINEATOR/REFLECTIVE, EACH	2.40	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	21.10	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	3.50	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	49.10	DAILY
<u>5. CLEANING EQUIPMENT</u>		
AIR COMPRESSOR	56.10	HOURLY
CHEMICAL DIAPHRAGM PUMP	415.10	DAILY
DECONTAMINATION STATION	282.90	DAILY
DIAPHRAGM PUMP	297.00	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	1.20	DAILY
LAYFLAT HOSE (PER FOOT)	1.20	DAILY
HYDROBLASTER	104.00	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	145.00	DAILY
PRESSURE WASHER - 1,000 PSI 22 GPM	93.50	HOURLY
PRESSURE WASHER - 3,500 PSI 6 GPM	80.70	HOURLY
ENGINE DRIVEN PUMPS	681.10	DAILY
PORTABLE TRASH PUMP	277.00	DAILY
SUBMERSIBLE PUMP	245.60	DAILY
AIR SCRUBBERS PORTABLE	230.40	DAILY
HEPA FILTERS FOR SCRUBBERS	171.90	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	263.10	DAILY
3 STALL DECONTAMINATION SHOWER	395.30	DAILY
<u>6. PORTABLE STORAGE UNITS</u>		
20-YARD BIN, OPEN TOP	33.90	DAILY
20-YARD BIN, CLOSED TOP	40.90	DAILY
40-YARD BIN, OPEN TOP	33.90	DAILY
40-YARD BIN, CLOSED TOP	43.30	DAILY
4" TANK MANIFOLD	25.70	DAILY
BIN LINERS	107.00	EACH
<u>7. OIL SPILL EQUIPMENT</u>		
20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	277.00	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	206.90	DAILY
BOOM 8"x12" (DEPLOYED)	2.40	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	1.20	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	177.70	HOURLY
22' x 8' SELF POWERED BARGE	119.20	HOURLY
19' TOOL SPILL BOAT W/90HP	119.20	HOURLY

17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	99.40	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	78.30	HOURLY
12' PUNTS	46.80	HOURLY
12' PUNTS W/ 5HP MOTOR	58.40	HOURLY
SPLASH ZONE 2-PART SEALER	217.40	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	19.80	DAILY
15 LBS ANCHORS W/ 10' CHAIN	14.00	DAILY
24" BOEYS	19.80	DAILY
EMERGENCY RESPONSE TRAILER	622.00	DAILY
ROPE MOP SKIMMER	206.90	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	277.00	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	84.20	HOURLY
SKIMMER TRAILER	277.00	DAILY
ABSORBENT BOOM TRAILER	206.90	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	361.20	DAILY
FORKLIFT TRAILER	131.00	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	66.70	EACH
15 GALLON DOT DRUM, POLY	66.70	EACH
16 GALLON DOT DRUM, STEEL	66.70	EACH
20 GALLON DOT DRUM, STEEL	70.20	EACH
30 GALLON DOT DRUM, POLY	70.20	EACH
30 GALLON DOT DRUM, STEEL	70.20	EACH
5 GALLON DOT DRUM	24.60	EACH
55 GALLON DOT DRUM, POLY	81.90	EACH
55 GALLON DOT DRUM, STEEL	80.70	EACH
55 GALLON DOT DRUM, BIO	52.50	EACH
85 GALLON DRUM, OVERPAK, STEEL	295.90	EACH
95 GALLON DRUM, OVERPAK, POLY	295.90	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	102.90	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	102.90	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	49.10	PER GALLON
BLEACH	5.90	PER GALLON
CHEMICAL POLY TOTES	426.70	EACH
CHLOR-D-TECT Q4000	24.60	EACH
CITRI-CLEAN, 55 GALLON	1,105.00	PER DRUM
DIESEL FUEL (EQUIPMENT)	7.10	PER GALLON
DRUM LINER	3.50	EACH
DUCT TAPE	8.10	PER ROLL
FACE SHIELD	17.50	EACH
HAND AUGER	115.80	DAILY
HEPA VACUUM FILTER PROTECTORS	26.90	EACH
HEPA VACUUM REPLACEMENT BAGS	26.90	EACH
OIL SORBENT POM POMS	76.10	PER BALE
PLASTIC BAGS	99.40	PER BOX
PLASTIC SHEETING	99.40	PER ROLL
RAGS, 50 LB BOX	90.10	PER BOX

ROPE 1/2 POLY, 100' ROLL	43.30	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	49.10	PER ROLL
SAMPLE JARS - 1QT	17.50	EACH
SAND BAGS	4.60	EACH
SHRINK WRAP	40.90	ROLL
SIMPLE GREEN	17.50	PER GALLON
SODA ASH	8.10	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	551.80	PER BALE
SORBENT BOOM, 8"x10"	72.50	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	119.20	PER BALE
SUPERFINE, 25 LB BAG	24.60	PER BAG
TRIWALL BOXES	206.90	EACH
VACTOR FLEX HOSE 4"	2.40	PER FOOT
VACTOR FLEX HOSE 6"	3.50	PER FOOT
4' LIGHT TUBE CARDBOARD DRUM	109.80	EACH
8' LIGHT TUBE CARDBOARD DRUM	85.40	EACH

9. TOOLS AND OTHER EQUIPMENT

CHEST WADERS	81.90	DAILY
COM-A-LONG - 4000 LBS	8.10	DAILY
CHAIN SAW	171.20	DAILY
CHIPPING GUNS	160.50	DAILY
CHIPPING BITS	42.80	EACH
CUTTING TORCH	199.90	DAILY
CUT OFF WHEELS	22.50	EACH
DRILL	72.80	DAILY
DRUM SAMPLING ROD (GLASS)	9.40	EACH
DRUM VACUUM - 55 GALLON	159.00	DAILY
EXTENSION LADDER	42.80	DAILY
MANHOLE LADDER	101.70	DAILY
CHAINS / STRAPS	16.10	DAILY
FORK LIFT	292.30	DAILY
GENERATOR, 10KV TRAILER MOUNTED	46.80	HOURLY
GENERATOR, 5500 WATTS	214.00	DAILY
HAND TOOLS	70.20	DAILY
HAND WASHING STATION	66.70	DAILY
HAZ-CAT KIT	26.90	PER TEST
HEAD LAMPS	16.10	DAILY
HEAVY DUTY JETTER NOZZLES	313.30	DAILY
HEPA VACUUM (DRY)	206.90	DAILY
HIP WADERS	70.20	DAILY
HOLE SAW	16.10	DAILY
HUDSON SPRAYER	26.90	DAILY
LIFE JACKETS	21.10	DAILY
LIGHT STAND (2 BULBS)	49.10	DAILY
LIGHT TOWER (4 BULBS)	395.30	DAILY
MEALS ON SPILLS	11.60	EACH

MERCURY VACUUM	691.00	DAILY
MOTO MIX	42.80	GALLON
NON-SPARKING COLD CUTTER / RIVET BUSTER	131.00	DAILY
NON-SPARKING COLD CUTTER TIPS	40.90	EACH
PER DIEM ALLOWANCE ON TRAVEL	217.40	DAILY
PLUG & DIKE, 1 LB CAN	33.90	EACH
POLY SIPHON (POGO) PUMP	25.70	EACH
PORTABLE RESTROOM W/SINK	206.90	DAILY
PROFILING FEE (PER WASTE STREAM)	104.00	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	55.00	DAILY
ROTARY HAMMER	149.80	DAILY
ROTARY BITS	69.60	EACH
SAWZALL	109.90	DAILY
STIHL CUT OFF SAW	214.00	DAILY
4" TANK HOOK	101.70	DAILY
TYGUARD PATCH TOOLKIT	80.30	DAILY
TYGUARD PATCH (250')	963.00	PER ROLL
TYGUARD (500')	1,284.00	PER ROLL
TRANSFER HOSES, 1 - 4"	58.40	DAILY
TRUCK RAMPS (30,000 LBS)	395.30	DAILY
VAPOR TIGHT DROP LIGHTS	206.90	DAILY
VENTILATION FAN	159.00	DAILY
WATER METER	346.00	DAILY
WATER TANK TRAILER W/ PUMP	467.70	DAILY
DRUM DOLLY	32.70	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	657.10	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	206.90	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	90.10	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	43.30	PER SET

**EXHIBIT A TO AMENDMENT NO. 1
MAINTENANCE SERVICES AGREEMENT WITH OCEAN BLUE
ENVIRONMENTAL SERVICES, INC. DATED MARCH 26, 2020**

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of March 26, 2020 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Ocean Blue Environmental Services, Inc., a California corporation ("Contractor"). City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than February 27, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance services for on-call hazardous waste removal and clean up, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Contractor was an employee, agent, appointee, or official of City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services. Contractor shall maintain all licenses required to perform the Services, including but not limited to, the following: Class A General Engineering Contractors license with Hazardous Substances Removal Certification, State of California Highway Patrol Hazardous Materials Transportation License, State of California License to Transport Hazardous Materials issued by the Department of Motor Vehicles, Federal Environmental Protection Agency License, Trauma Scene Waste Management Practitioner License, Medical Waste Hauler Registration License, and Incident Command System Certification- ICS-200 or ICS-300.

3. MANAGEMENT

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

4. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Thousand Dollars (\$100,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. COI shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, COI, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Environmental indemnity

The Contractor shall conduct all aspects of its operation in compliance with all state and federal environmental laws, rules and regulations. The Contractor shall immediately inform the City of any investigation, citation or legal action by any regulatory agency related to the Contractor's obligations under this Agreement and shall defend, indemnify and hold

harmless the City and the Indemnified Parties from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation or rule.

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its

service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

To COI: City of Industry
15625 E. Stafford Street
City of Industry, CA 91744

Attention: Troy Helling, City Manager

With a Copy To: Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Contractor: Justin Lee, Director
Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813

16. ASSIGNMENT

The Contractor shall not assign or subcontract the performance of this Agreement, nor any part thereof, nor any monies due hereunder.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining

to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

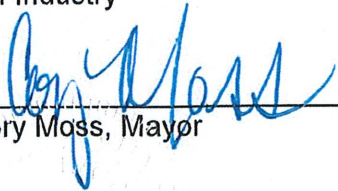
24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

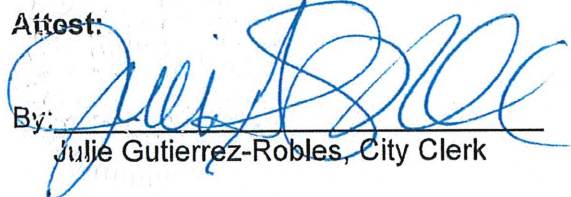
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

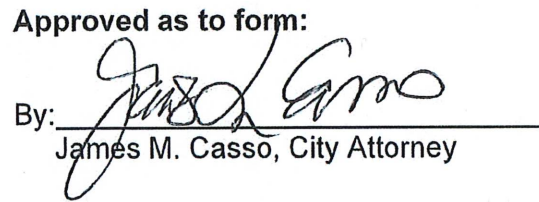
"City"
City of Industry

"CONTRACTOR"
Ocean Blue Environmental Services, Inc.

By: 
Cory Moss, Mayor

By: 
Justin Lee, Director

Attest:
By: 
Julie Gutierrez-Robles, City Clerk

Approved as to form:
By: 
James M. Casso, City Attorney

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

EXHIBIT A
SCOPE OF SERVICES

Contractor shall perform on-call HAZMAT response services in the City's public right-of-way and at City-owned facilities. Scope of work shall include, but is not limited to, the following, on an as-needed basis:

- 24/7 Emergency Response for HAZMAT Spill Cleanup
- Confined space Cleanup
- Trauma Scene Cleanup
- Homeless Encampments Cleanup
- Stormwater Management (jetting/cleaning lines or catch basins)
- Remediation of Soil (schedule the dig & haul)
- Underground Storage Tanks (investigations, schedule the removal and disposal, UST closure reporting)
- HAZMAT waste management (categorization, packing, hauling for disposal)

EXHIBIT B
RATE SCHEDULE

The following rates apply to the Services performed under this Agreement:

<u>1. HAZARDOUS WASTE-TRAINED PERSONNEL</u>	<u>HOURLY RATE</u>		
<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER-TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	121.50	159.30	159.30
SUPERVISOR	93.60	111.60	127.80
CHEMIST / INDUSTRIAL HYGIENIST	186.30	213.30	213.30
LEAD TECHNICIAN	64.80	94.50	123.30
EQUIPMENT OPERATOR	62.10	93.60	119.70
TECHNICIAN	58.50	82.80	108.00
ILWU (INT. LONGSHORE & WHSE UNION) TECH	81.90	122.40	164.70

<u>2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES</u>	<u>HOURLY RATE</u>
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	51.30
GEAR TRUCK W/ LIFTGATE	51.30
EMERGENCY RESPONSE UNIT - LARGE	238.50
EMERGENCY RESPONSE UNIT - SMALL	165.60
CREW VAN	45.00
BOB CAT W/SOLID TIRES	55.80
VACUUM TRAILER - 20 BBL	55.80
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	136.80
VACUUM TRUCK - 120 BBL*	156.60
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	177.30
AIR EXCAVATOR*	136.80
HYDRO EXCAVATOR*	253.80
OMNI VAC - 85 BBL*	253.80
JETTER / VACTOR COMBO UNIT*	253.80
ROLL-OFF TRUCK*	136.80
ROLL-OFF TRUCK AND TRAILER*	156.60
DUMP TRUCK - 10 WHEEL*	96.30
<u>PREVAILING WAGE</u>	190.80

Personnel and equipment with operator rate:

45' FLAT BED*	111.60
25' EQUIPMENT TRAILER	36.00
STREET SWEEPER	90.00

"*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	139.50	DAILY
6-PACK BREATHING AIR BOTTLES	279.90	DAILY
5-MINUTE EGRESS AIR BOTTLE	39.60	DAILY
TRIPOD W/DOUBLE WINCHES	250.20	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	36.00	DAILY
COPPUS BLOWER	202.50	DAILY
4-GAS AIR MONITOR	306.90	DAILY
PID METER	424.80	DAILY
MERCURY VAPOR ANALYZER	531.90	DAILY
OVA MONITOR	371.70	DAILY
PERSONAL 4 GAS METER	253.80	DAILY
ELECTRIC BLOWER	81.90	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	227.70	DAILY
PORTABLE DECON STATION W/ARROWBOARD	304.20	DAILY
BARRICADES W/ REFLECTORS, EACH	33.30	DAILY
DELINEATOR/REFLECTIVE, EACH	1.80	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	16.20	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.70	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	37.80	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	43.20	HOURLY
CHEMICAL DIAPHRAGM PUMP	319.50	DAILY
DECONTAMINATION STATION	217.80	DAILY
DIAPHRAGM PUMP	228.60	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.90	DAILY
HYDROBLASTER	80.10	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	111.60	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	72.00	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	62.10	HOURLY
PORTABLE TRASH PUMP	213.30	DAILY
SUBMERSIBLE PUMP	189.00	DAILY
AIR SCRUBBERS PORTABLE	177.30	DAILY
HEPA FILTERS FOR SCRUBBERS	132.30	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	202.50	DAILY
3 STALL DECONTAMINATION SHOWER	304.20	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	26.10	DAILY
20-YARD BIN, CLOSED TOP	31.50	DAILY
40-YARD BIN, OPEN TOP	26.10	DAILY
40-YARD BIN, CLOSED TOP	33.30	DAILY

4" TANK MANIFOLD	19.80	DAILY
BIN LINERS	54.00	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	213.30	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	159.30	DAILY
BOOM 8"x12" (DEPLOYED)	1.80	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.90	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	136.80	HOURLY
22' x 8' SELF POWERED BARGE	91.80	HOURLY
19' TOOL SPILL BOAT W/90HP	91.80	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	76.50	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	60.30	HOURLY
12' PUNTS	36.00	HOURLY
12' PUNTS W/ 5HP MOTOR	45.00	HOURLY
SPLASH ZONE 2-PART SEALER	167.40	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	15.30	DAILY
15 LBS ANCHORS W/ 10' CHAIN	10.80	DAILY
24" BOEYS	15.30	DAILY
EMERGENCY RESPONSE TRAILER	478.80	DAILY
ROPE MOP SKIMMER	159.30	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	213.30	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	64.80	HOURLY
SKIMMER TRAILER	213.30	DAILY
ABSORBENT BOOM TRAILER	159.30	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	278.10	DAILY
FORKLIFT TRAILER	100.80	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	51.30	EACH
15 GALLON DOT DRUM, POLY	51.30	EACH
16 GALLON DOT DRUM, STEEL	51.30	EACH
20 GALLON DOT DRUM, STEEL	54.00	EACH
30 GALLON DOT DRUM, POLY	54.00	EACH
30 GALLON DOT DRUM, STEEL	54.00	EACH
5 GALLON DOT DRUM	18.90	EACH
55 GALLON DOT DRUM, POLY	63.00	EACH
55 GALLON DOT DRUM, STEEL	62.10	EACH
55 GALLON DOT DRUM, BIO	40.50	EACH
85 GALLON DRUM, OVERPAK, STEEL	227.70	EACH
95 GALLON DRUM, OVERPAK, POLY	227.70	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	79.20	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	37.80	PER GALLON
BLEACH	4.50	PER GALLON
CHEMICAL POLY TOTES	328.50	EACH
CHLOR-D-TECT Q4000	18.90	EACH

CITRI-CLEAN, 55 GALLON	850.50	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.40	PER GALLON
DRUM LINER	2.70	EACH
DUCT TAPE	6.30	PER ROLL
FACE SHIELD	13.50	EACH
HAND AUGER	89.10	DAILY
HEPA VACUUM FILTER PROTECTORS	20.70	EACH
HEPA VACUUM REPLACEMENT BAGS	20.70	EACH
OIL SORBENT POM POMS	58.50	PER BALE
PLASTIC BAGS	76.50	PER BOX
PLASTIC SHEETING	76.50	PER ROLL
RAGS, 50 LB BOX	69.30	PER BOX
ROPE 1/2 POLY, 100' ROLL	33.30	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	37.80	PER ROLL
SAMPLE JARS - 1QT	13.50	EACH
SAND BAGS	3.60	EACH
SHRINK WRAP	31.50	ROLL
SIMPLE GREEN	13.50	PER GALLON
SODA ASH	6.30	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	424.80	PER BALE
SORBENT BOOM, 8"x10"	55.80	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	91.80	PER BALE
SUPERFINE, 25 LB BAG	18.90	PER BAG
TRIWALL BOXES	159.30	EACH
VACTOR FLEX HOSE 4"	1.80	PER FOOT
VACTOR FLEX HOSE 6"	2.70	PER FOOT

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	106.20	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.20	DAILY
BOBCAT SWEEPER ATTACHMENT	225.00	DAILY
CHEST WADERS	63.00	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	152.10	DAILY
COM-A-LONG - 4000 LBS	6.30	DAILY
CUTTING TORCH	153.90	DAILY
DRUM SAMPLING ROD (GLASS)	7.20	EACH
DRUM VACUUM - 55 GALLON	122.40	DAILY
EXTENSION LADDER	13.50	DAILY
EYEWASH STATION	33.30	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTOR)	227.70	DAILY
FORK LIFT	225.00	DAILY
GENERATOR, 10KV TRAILER MOUNTED	36.00	HOURLY
GENERATOR, 5500 WATTS	126.90	DAILY
HAND TOOLS	54.00	DAILY
HAND WASHING STATION	51.30	DAILY
HAZ-CAT KIT	20.70	PER TEST
HEAVY DUTY JETTER NOZZLES	241.20	DAILY

HEPA VACUUM (DRY)	159.30	DAILY
HIP WADERS	54.00	DAILY
HUDSON SPRAYER	20.70	DAILY
JACK HAMMER 90 LBS	126.90	DAILY
LIFE JACKETS	16.20	DAILY
LIGHT STAND (2 BULBS)	37.80	DAILY
LIGHT TOWER (4 BULBS)	304.20	DAILY
MEALS ON SPILLS	7.20	EACH
MERCURY VACUUM	531.90	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	100.80	DAILY
NON-SPARKING COLD CUTTER TIPS	31.50	EACH
PER DIEM ALLOWANCE ON TRAVEL	167.40	DAILY
PICKS "MINERS"	2.70	DAILY
PLUG & DIKE, 1 LB CAN	26.10	EACH
POLY SIPHON (POGO) PUMP	19.80	EACH
PORTABLE RESTROOM W/SINK	159.30	DAILY
PROFILING FEE (PER WASTE STREAM)	80.10	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	42.30	DAILY
SAWZALL	84.60	DAILY
SKIL SAW	37.80	DAILY
STEEL SPIKES, 36"	5.40	DAILY
TRANSFER HOSES, 1 - 4"	45.00	DAILY
TRUCK RAMPS (30,000 LBS)	304.20	DAILY
VAPOR TIGHT DROP LIGHTS	159.30	DAILY
VENTILATION FAN	122.40	DAILY
WATER METER	266.40	DAILY
WATER TANK TRAILER W/ PUMP	360.00	DAILY
DRUM DOLLY	25.20	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	505.80	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	159.30	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	69.30	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	33.30	PER SET

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

HOLIDAYS OBSERVED

New Year's Day

Labor Day

Martin Luther King's Jr.'s Birthday

President's Day

Memorial Day

Fourth of July

Columbus Day

Veteran's Day

Thanksgiving Day and day after

Christmas Day

DEFINITIONS

Straight Time: Monday through Friday, from 7:00 a.m. to 4:00 p.m.

Overtime: Monday through Friday, before 7:00 a.m. and after 4:00 p.m., and all day on Saturdays

Premium Time: Sundays, following Holidays

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor 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. Contractor 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 \$5,000,000.00 per occurrence, \$10,000,000.00 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. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

Environmental Impairment Liability Insurance. Contractor shall maintain environmental impairment liability insurance which shall be written on a form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. Said policy shall include an endorsement for "materials in transit". The policy limit shall be no less than \$5,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations."

Contractor 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. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for

workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, or employees.

Primary/noncontributing. Coverage provided by Contractor 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 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not

intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with any part engaged in the project will be submitted to City for review.

City's right to revise specifications. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. 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 City.

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

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager
Yvette Padilla, Management Analyst

DATE: February 27, 2025

SUBJECT: Consideration of the Purchase of Two Vehicles for Industry Sheriff's Youth Athletic League in the amount of \$98,311.76 and a Bailment Agreement with County of Los Angeles for the Use of Vehicles from February 27, 2025 through February 27, 2035

Background:

The Industry Sheriff's Youth Athletic League ("YAL") provides free programs for at-risk youth in surrounding communities, serving over 1,500 local children. These programs include the Law Enforcement Academy at La Puente High, the Law Enforcement Explorers Program, Camp C.O.U.R.A.G.E, educational field trips, and a variety of sports activities. Through mentorship and structured activities, YAL helps young people develop positive decision-making skills while emphasizing the importance of early intervention. By fostering personal growth and community engagement, the program has a lasting, positive impact on thousands of children.

Discussion:

The current YAL vehicles are reaching the end of their service life, prompting a request for the City to purchase two new Chevrolet Silverado 1500s. These vehicles will be designated exclusively for use by the Industry Sheriff YAL deputies, ensuring they can continue providing essential services to the YAL program. The vehicles are used by deputies for transportation and to carry equipment for youth activities, as well as to travel to YAL program events.

Once the vehicles are acquired, the City will enter into a Bailment Agreement ("Agreement") with the County of Los Angeles ("County"). Under this Agreement, the County will be responsible for insuring the vehicles and covering all related maintenance costs, including fuel, washing, parking, garage services, highway and road tolls, and any fines incurred during use. Additionally, the County will cover the cost of equipping the vehicles to meet its standards.

The Agreement will have an initial term of ten years, with the option to renew for an additional

five years. Once the City Council approves, County Staff will present it to County Board of Supervisors for final authorization. During this process, the City will store the vehicles until the Agreement is fully executed.

The vehicles will remain the property of the City and will be returned to the City upon the conclusion of the Agreement. Additionally, either the City or the County may terminate the Agreement at any time by providing five (5) calendar days' advance written notice.

Fiscal Impact:

The purchase amount of \$98,311.76 will be appropriated under GL Account 100-625-9020 Civic-Financial Center Expense – Automobiles, with a budget adjustment to be made during the mid-year review.

Recommendation:

- 1) Staff recommends that the City Council approve the purchase in the amount of \$98,311.76 for two vehicles; and
- 2) Approve the Bailment Agreement with the County of Los Angeles

Exhibits:

1. Bailment Agreement

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF INDUSTRY**

This Bailment Agreement ("Agreement") is made and entered into this 27th day of February 2025, by and between the County of Los Angeles ("County") and the City of Industry ("City"). The City and County may be individually referred to as "Party" or collectively referred to as the "Parties."

RECITALS

(A) The Los Angeles County Sheriff's Department ("Sheriff's Department") established the Industry Sheriff's Youth Athletic League ("ISYAL") program, which consists of sworn deputies who works as the "mentors and advisors" of the Sheriff's Department. The City approved the establishment of the ISYAL program to allow deputy personnel from the Industry Station YAL to assist the Sheriff's Department in achieving its goal.

(B) The ISYAL is passionately committed to empowering the youth in our community by offering enriching opportunities to engage in sports and outdoor activities as an alternative to gangs and criminal activities. Serving approximately 1,500 youth each year, its mission goes beyond promoting physical health; the ISYAL strives to instill essential life skills such as teamwork, leadership, discipline, and resilience, all while fostering a positive and supportive environment.

(C) The Parties wish to enter into this Agreement to allow the Sheriff's to continue serving the local youth by using the vehicles to transport equipment and participate in YAL program activities.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements herein, the Parties agree as follows:

1. Bailment of Property

The City hereby bails two **2025 CHEVROLET SILVERADO 1500 TRUCKS** ("Vehicles"), Vehicle Identification Number **1GCPACED95Z122055** and **2GCPACED051106741**, to the County for the exclusive use by the Sheriff's Department for the ISYAL program, as set forth in this Agreement. The Parties shall execute an amendment to this Agreement for any additional vehicle the City bails to the County that is not identified herein.

2. Term of Bailment

The term of this Agreement is ten years and will commence on the 27th day of February 2025. If not extended by the Parties, the Agreement will terminate on 27th day of February

2035. At the end of the initial ten-year term, the Parties will have an opportunity to extend the term of the Agreement for an additional five years by mutual written notice. The Parties may not elect to extend the Agreement for a period other than the specified five-year term without executing an amendment to this Agreement.

3. Safekeeping and Maintenance

The County shall exercise due care for the safekeeping of the Vehicles. The County has the right to inspect said Vehicles prior to acceptance. The County shall inspect the Vehicles upon delivery and by acceptance thereof finds the Vehicles in good working order and condition. The County shall maintain the Vehicles in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/ owner's manual (including its recommended maintenance schedule) that comes with the Vehicles. The County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicles. The County shall pay for all costs related to the Vehicles including fuel, washing, parking, and garage storage. The County will provide, install, and maintain all required equipment including voice radio, amber lights, and graphics on the Vehicles. All required law enforcement equipment installed by the Sheriff's Department will be removed from the Vehicles, at no cost to the City, prior to return of the Vehicles to the City.

4. Indemnification

The County agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any and all liability, losses, expenses, costs (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation), or damages the City may suffer and from any claims, demands, or judgments against the City arising out of County's (including, but not limited to, the Sheriff's Department and the Volunteers) use or operation of the Vehicles. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. Titles

Legal title to the Vehicles is, and shall at all times, remain in the name of the City. The County shall hold title as the registered owner only. The Vehicles shall not be transferred or delivered by the County to any persons other than the City without the City's prior written consent.

6. Cost

Except as otherwise set forth in this Agreement, the County's use of the Vehicles shall be at no cost to the City.

7. Inspection by City

The County agrees to allow the City to inspect the Vehicles or otherwise observe them at such times and locations as mutually agreed upon. The County shall provide the City with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicles as the City or any government agency may require from time to time.

8. Use of Vehicle

- a) The County may use the Vehicles for the sole and exclusive purpose of the ISYAL program. Unless written approval is obtained from the City, the County shall not use the Vehicles outside of the City's jurisdictional limits, unless for events associated with the YAL Program or when necessary for maintenance, repair, refueling, inspection, or washing. The Vehicles may only be operated by Sheriff's Department ISYAL Deputies, and Sheriff's Department mechanics in the course of servicing the Vehicle(s).
- b) The Vehicles shall be parked at Industry Sheriff's YAL office (205 N. Hudson Ave. City of Industry, CA. 91744) behind secure gated parking lot at the end of each shift.
- c) The County shall not use or operate the Vehicles in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall the County disconnect the Vehicles' odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:
 - i. In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
 - ii. For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. Risk of Loss

- a) The County shall assume all risks of loss to the Vehicles from the time the Vehicles are delivered by the City to the County, and upon inspection and acceptance by County, until the Vehicles are returned to the City at its place of business.
- b) Upon inspection and acceptance of the Vehicles, the County shall be responsible for any and all damages to the Vehicles except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.
- c) In the event of damages to the Vehicles, the County shall notify the City and follow such instructions that the City may provide with respect to repair or disposal of the

Vehicles. If the Vehicle(s) is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City agreement as to such condition), the County shall notify the City thereof and hold any wreckage for disposal by the City. With respect to any loss, theft, or destruction of the Vehicles, the County and the City shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost, stolen, or destroyed Vehicle(s) immediately prior to any such loss to be reimbursed to the City.

10. Termination

Either Party may terminate this Agreement by giving five (5) calendar days advance written notice to the other Party. Upon termination of this Agreement, the County shall immediately return the Vehicles to the City.

11. Amendments

No variation, modification, change, or amendment to this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all Parties. This Agreement shall not be amended or modified by oral agreements or understandings among the Parties or by any acts or conduct of the Parties.

12. Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either Party by giving ten (10) calendar days prior written notice thereof to the other Party.

Los Angeles County Sheriff's Department
Attn: Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

City Of Industry
Attn: Joshua Nelson, City Manager
15625 Mayor Dave Way
City of Industry, CA. 71744

13. Insurance

The County shall maintain comprehensive general and automobile liability insurance for the Vehicles protecting the County in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$2,000,000. This insurance policy shall

specify its acts as primary insurance for the Vehicles and covers the operations of the County pursuant to the terms of this Agreement. The City acknowledges and accepts that the County is self-insured to meet its obligations hereunder.

14. Independent Contractor

This Agreement is by and between the County and the City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the City. The employees and agents of one party shall not be construed to be employees and agents of the other Party.

15. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The City agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. Validity and Waiver

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. Assignment

A Party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

18. Authorization Warranty

The Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind the Parties to each and every term, condition, and obligation of this Agreement and that all requirements of the Parties have been fulfilled to provide such actual authority.

19. Integrated Agreement

This Agreement constitutes the entire understanding of the Parties, and no representations or promises have been made that are not fully set forth herein. The Parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

20. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

21. Headings

The section headings that appear throughout this Agreement have been provided solely for the convenience of the Parties and do not define or limit the scope of any provision. Consequently, the headings shall not be considered when interpreting this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF INDUSTRY**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Industry has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
Robert Luna
Sheriff

APPROVED AS TO FORM:
Dawyn R. Harrison
Acting County Counsel

By _____
Principal Deputy County Counsel

CITY OF INDUSTRY

By _____
Joshua Nelson
City Manager

By _____
Julie Gutierrez-Robles
City Clerk

By _____
James M. Casso
City Attorney

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
Chris Lum Construction Manager - CNC Engineering

DATE: February 27, 2025

SUBJECT: Consideration of Closeout Change Order No. 1 and Notice of Completion for Contract No. CITY-1507, Installation of Remote Monitoring System on Citywide Streetlights (informal) with Pacific Utility Installation, Inc.

Background:

On October 23, 2023, the City Manager Approved Contract No. CITY-1507 Installation of Remote Monitoring System on Citywide Streetlights, in the amount of \$169,004.25. The project consisted of installing City furnished Ubicquia Wireless Controllers (Nodes), removal and disposal of photocells, as well as numbering poles.

Discussion:

As of February 12, 2025, the Director of Public Works has reviewed the change order for completeness and accuracy as to the materials and labor included:

- **Change Order No. 1** – Final quantities have been completed and overruns are as follows:

Overruns –

Bid Item No. 2 – Install, City furnished Ubicquia Wireless Controller, \$45.50/EA x 157/EA = \$7,143.50

Bid Item No. 4 – Numbering of pole, \$10.00/EA x 157/EA = \$1,570.00.

Bid Item No. 5 – Traffic Control, \$5.75/EA x 157/EA = \$902.75.

The Total Amount of Overruns and costs for Closeout Change Order No. 1 = \$9,616.25

As of February 6, 2025, Staff has determined that all nodes, numbering of poles and removal

and disposal of the photocells has been completed.

Table 1 - Summary of Extra Costs

Contract Amount	\$169,004.25
Change Order No. 1	\$9,616.25
Revised Project Cost	\$178,620.50

Fiscal Impact:

The revised contract amount including Closeout Change Order No. 1 totals \$178,620.50. Change orders to date total \$9,616.25, which represents 5.4 percent of the contract amount. In the adopted FY 24-25 Capital Improvement Project budget, \$80,000.00 is approved for this work (MP 22-16, Account No. 120-702-5205).

Recommendation:

1. Approve and execute Closeout Change Order No. 1 in the amount of \$9,616.25
2. Accept the work performed by Pacific Utility Installation Inc., in the amount of \$178,620.50
3. Authorize the Mayor or her designee to execute the Notice of Completion attached here as Exhibit C; and
4. Authorize the City Clerk to file a Notice of Completion for this project.

Exhibits:

1. CITY-1507 - Notice of Const. Completion

EXHIBIT A

Closeout Change Order No. 1, dated February 27, 2025

[Attached]

CITY OF INDUSTRY

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

CHANGE ORDER

Change Order No. 1

Project Installation of Remote Monitoring System on Citywide Streetlights **Contract No.** CITY-1507/ JN-6201#16 **Date** 2/27/2025

Type
Project Remote Monitoring System Install **Contractor** Pacific Utility Installation, Inc.

Location Citywide

Explanation:

Overruns.

Extra Work by: Contract Items Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Overruns	1	\$ 9,616.25	\$ 9,616.25	
TOTAL COST				\$ 9,616.25	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	Other Additive (Profit & Bond Fee)
Original Contract Amount \$ 169,004.25	Total T & M \$ -
Total Previous Change Orders \$ - 0.00%	
Total Change Orders \$ 9,616.25 5.69%	Pay This CHANGE ORDER \$9,616.25 5.69%

Authorized by _____ Additional Contract Days 0

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

Contractor Representative _____ Date _____ Joshua Nelson, City Manager _____ Date _____
 Mathew Hudson, Director of Public Works _____ Date _____ Chris Lum, Construction Manager _____ Date _____

EXHIBIT B

Notice of Completion, dated February 27, 2025

[Attached]



CITY OF INDUSTRY

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

Notification of Construction Completion

Installation of Remote Monitoring

Project: System on Citywide Streetlights **Date:** February 27, 2025

Contract _____ **Contract No.:** CITY-1507

Contractor: Pacific Utility Installation

As a result of an inspection conducted on 02/06/2025 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by
Contractor

	Printed Name	Signature	Title	Date
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Recommended by
Project Engineer

Dev Birla	Printed Name	Signature	Project Engineer	Title	Date
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Recommended by
Project Inspector

Walter Johnson	Printed Name	Signature	Project Inspector	Title	Date
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Recommended by
Project Manager

Chris Lum	Printed Name	Signature	Construction Manager	Title	Date
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Recommend by
Public Agency

Mathew Hudson	Printed Name	Signature	Director of Public Works	Title	Date
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Approved by
Public Agency

Joshua Nelson	Printed Name	Signature	City Manager	Title	Date
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CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Engineering Manager
Chris Lum Construction Manager - CNC Engineering

DATE: February 27, 2025

SUBJECT: Consideration of Notice of Completion for Contract No. CITY-1515, Chino Ranch Dam No. 1 Riprap Project at Arnold Reservoir with CGI Construction Inc.

Background:

On June 27, 2024, the City Council awarded Contract No. CITY-1515 for Chino Ranch Dam No. 1 Riprap Project at Arnold Reservoir, to GCI Construction Inc., in the amount of \$501,835.00. This project consisted of placing rip rap along the face of the dam from the existing spillway to the eastern end of the dam face. It also includes removal and replacement of the PCC spillway approach slab and minor drainage improvements downstream of the dam.

Discussion:

As of January 17, 2025, the City Manager approved Change Orders No. 1 and 2 in the amount totaling \$38,803.32:

- **Change Order No. 1** – Costs in the amount of \$30,380.00 were approved to construct drainage improvements to an access road that was flooding during rain events.
- **Change Order No. 2** – Costs in the amount of \$8,423.32 were approved to excavate unsuitable and wet material and stabilize the bottom with Class I Rip Rap.

As of February 10, 2025, Staff determined the placement of rip rap along the dam's face, the drainage improvements and the PCC spillway slab replacement has been completed.

Table 1 - Summary of Extra Costs

Contract Amount	\$501,835.00
-----------------	--------------

Change Order No. 1	\$30,380.00
Change Order No. 2	\$8,423.32
Revised Project Cost	\$540,638.32

Fiscal Impact:

The revised contract amount including Change Order Nos. 1 and 2 totals \$540,638.32. In the adopted FY 24-25 Capital Improvement Project Budget, \$1,000,000.00 was approved for this work (Account No. 120-715-5205) (MP 02-31 #8). Additionally, the City Manager was authorized to approve change orders up to 10 percent of the contract costs. Change orders total \$38,803.32, which represents 7.73 percent of the contract.

Recommendation:

1. Accept the work performed by GCI Construction Inc., in the amount of \$540,638.32; and
2. Authorize the Mayor or her designee to execute the Notice of Completion attached here as Exhibit A; and
3. Authorize the City Clerk to file a Notice of Completion for this project.

Exhibits:

1. CITY-1515 - Notice of Const. Completion

EXHIBIT A

Notice of Completion, dated February 27, 2025

[Attached]



CITY OF INDUSTRY

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

Notification of Construction Completion

Chino Ranch Dam No. 1

Project: Riprap Project at Arnold Reservoir

Date: February 27, 2025

Contract

Contract No.: CITY-1515

Contractor: GCI Construction, Inc.

As a result of an inspection conducted on 02/10/2025 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by

Contractor

Printed Name

Signature

Title

Date

Recommended by

Project Engineer

James Cramsie

Printed Name

Signature

Project Engineer

Title

Date

Recommended by

Project Inspector

Ashcon Malganji

Printed Name

Signature

Project Inspector

Title

Date

Recommended by

Project Manager

Chris Lum

Printed Name

Signature

Construction Manager

Title

Date

Recommend by

Public Agency

Mathew Hudson

Printed Name

Signature

Director of Public Works

Title

Date

Approved by

Public Agency

Joshua Nelson

Printed Name

Signature

City Manager

Title

Date

CITY COUNCIL

ITEM NO. 6.8



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Yamini Pathak, Finance Director

DATE: February 27, 2025

SUBJECT: Presentation of the FY 2024-2025 Mid-Year Budget Report, and Consideration of Resolution No. CC 2025-08, adopting the City's Fiscal Year 2024-2025 Proposed Mid-Year Budget Amendments, and FY 2024-2025 Proposed Mid-Year Budget Amendments for the Capital Improvement Program Budget

Background:

On May 23, 2024, the City Council ("Council") adopted the City's FY 2024-25 ("FY 25") Operating Budget for its General Fund and all its other funds and affiliated entities. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the adopted budget and require budget amendments.

Discussion:

On May 25, 2024, the City Council adopted the City's FY 25 General Fund Operating Budget, with expenditures of \$60.4 million. Subsequent approved budget amendments to date increased the expenditures to \$60.5 million, supported by \$81.5 million in revenues.

The FY 25 mid-year update discusses the changes to revenue and expenditures through the halfway point of the year and provides an overview of the FY 25 proposed budget amendments.

Revenues:

- **General Fund** – The FY 24-25 Operating Budget anticipated revenues of \$81.5 million for the General Fund. The proposed mid-year budget amendment reflects an increase in General Fund revenues of \$3,190,000. The change comes primarily from interest income revenues, which were budgeted conservatively for the year. The \$5 million interest income increase is being offset by a decrease of approximately \$2 million due to overbudgeted sales tax revenues for the City, based on the latest projections by HDL.
- **Special Revenue Fund – Proposition A** – The proposed budget includes an additional

\$82,000 in revenue, due to interest income earned on previously purchased Prop A exchange funds.

- **Fiduciary/ Debt Service Fund** – An increase of \$2 million is proposed to the City’s Debt Service Fund due to increased revenue from bank interest rates.
- **IPUC Water** – The proposed increase for IPUC Potable Water includes additional \$145,700 in revenue from water and rate usage increases.
- **CRIA – Expo Center** – A slight decrease of \$43,300 in CRIA Expo Center’s revenue budget is proposed at this time, to align with expectations for the remainder of the fiscal year.

Expenditures:

- **General Fund** – The FY 24-25 Operating Budget anticipated expenditures of \$60.5 million for the General Fund. The proposed mid-year budget amendments reflect an increase in General Fund expenditures by \$367,000. The increase is mainly due to insurance cost increase of \$300,000, additional maintenance and tree trimming for habitat and open spaces, as well as vehicle purchases for YAL and additional funds for City’s community events held at Expo. Some general fund department budgets are being reduced, notably engineering and human resources, due to overbudgeted benefits.
- **IPUC Electric** – The proposed budget includes an increase in expenditures of \$250,000 for general engineering, due to additional charges related to two new project developments at Puente Hills Mall and Water Park at Pacific Palms, and for contract labor related to implementing Enco’s new meter readings.
- **IPUC Water** – The proposed increase for IPUC Potable Water includes \$14,600 for insurance and property maintenance.
- **CARB Fund** – The proposed budget includes an increase in expenditures of \$200,000, related primarily to eligible Gaskell expenditures that can be paid with CARB funds.
- **CRIA – Expo Center** – The proposed budget includes an increase in expenditures across the board of \$181,400 for the Expo Center and additional \$200,000 for general administrative expenditures for CRIA related to maintenance.
- **Capital Improvement Program** – In May 2024, the City Council adopted a Capital Improvement Program (“CIP”) budget of \$59,070,000. The proposed CIP mid-year budget amendments will decrease the CIP budget by \$209,500 as many projects have decreased while others have increased.

Fiscal Impact:

By approving the FY 25 Proposed Budget Amendments, the net effect on the City’s General Operating Budget will result in an increase in revenues of \$5,374,400 and an increase in expenditures of \$1,003,500, which includes a decrease of \$209,500 in the Capital Improvement Program, resulting in a net increase of the City-wide budget by \$4,370,900. Transfers In/Out will decrease by net \$1,318,600.

Recommendation:

Staff recommends that the City Council receive and file the FY 25 Mid-Year Budget Report, and adopt Resolution No. CC 2025-08, approving the Proposed FY 25 Mid-Year Budget Amendments.

Exhibits:

1. Mid-Year FY24-25 Budget - CITY
2. COI Council Resolution Mid-Year Budget Update FY 2024-2025 - FINAL

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2024-2025

Exhibit A

	FUND BALANCE JUNE 30, 2024	PROPOSED MID YEAR AMENDED REVENUE BUDGET	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED MID-YEAR AMENDED TRANSFERS IN	PROPOSED MID-YEAR AMENDED TRANSFERS OUT	PROJECTED FUND BALANCE JUNE 30, 2025
GENERAL FUND						
100 OPERATIONS	686,866,683.77	84,686,000.00	(60,870,000.00)	12,640,000.00	(37,557,600.00)	685,765,083.77
	<u>686,866,683.77</u>	<u>84,686,000.00</u>	<u>(60,870,000.00)</u>	<u>12,640,000.00</u>	<u>(37,557,600.00)</u>	<u>685,765,083.77</u>
SPECIAL REVENUE FUNDS						
101 STATE GAS TAX	7,230.00	28,000.00	(28,000.00)	-	-	7,230.00
102 MEASURE R	-	8,000.00	(8,000.00)	-	-	-
103 PROP A	2,059,407.19	113,000.00	(424,000.00)	-	-	1,748,407.19
104 PROP C	8,909.00	11,000.00	(11,000.00)	-	-	8,909.00
105 AIR QUALITY	471.00	-	-	-	-	471.00
106 MEASURE M	-	9,000.00	(9,000.00)	-	-	-
107 MEASURE W	3,329,104.58	1,655,000.00	(1,945,000.00)	-	-	3,039,104.58
165 CITY ELECTRIC - CARB	1,028,612.96	489,000.00	(450,000.00)	-	-	1,067,612.96
	<u>6,433,734.73</u>	<u>2,313,000.00</u>	<u>(2,875,000.00)</u>	<u>-</u>	<u>-</u>	<u>5,871,734.73</u>
ENTERPRISE FUNDS						
160 IPHMA	9,852,551.22	363,000.00	(1,083,000.00)	1,417,000.00	(700,000.00)	9,849,551.22
161 CITY ELECTRIC	35,304,561.88	6,531,000.00	(7,251,000.00)	-	(2,050,000.00)	32,534,561.88
360 CRIA	(200,364.77)	4,000.00	(2,677,896.00)	6,581,400.00	(5,148,000.00)	(1,440,860.77)
361 EXPO CENTER	16,128,796.98	1,711,100.00	(2,610,200.00)	398,000.00	-	15,627,696.98
560 IPUC - RECLAIMED WATER	18,553,284.78	1,245,300.00	(1,425,000.00)	-	(3,325,000.00)	15,048,584.78
561 IPUC - POTABLE WATER	1,774,323.26	2,795,500.00	(2,616,800.00)	-	-	1,953,023.26
	<u>81,413,153.35</u>	<u>12,649,900.00</u>	<u>(17,663,896.00)</u>	<u>8,396,400.00</u>	<u>(11,223,000.00)</u>	<u>73,572,557.35</u>
CAPITAL IMPROVEMENTS FUND						
120 CAPITAL IMPROVEMENTS FUND-CITY	115,401,595.91	7,224,000.00	(47,075,500.00)	-	(5,450,000.00)	70,100,095.91
121 CAPITAL IMPROVEMENTS FUND-CRIA	(169,599.24)	-	(4,750,000.00)	4,750,000.00	-	(169,599.24)
122 CAPITAL IMPROVEMENTS FUND-IPUC ELECTRIC	(169,130.12)	-	-	2,050,000.00	-	1,880,869.88
123 CAPITAL IMPROVEMENTS FUND-IPUC WATER	(39,761.22)	-	-	3,325,000.00	-	3,285,238.78
124 CAPITAL IMPROVEMENTS FUND-IPHMA	(475.00)	-	(700,000.00)	700,000.00	-	(475.00)
	<u>115,022,630.33</u>	<u>7,224,000.00</u>	<u>(52,525,500.00)</u>	<u>10,825,000.00</u>	<u>(5,450,000.00)</u>	<u>75,096,130.33</u>
FIDUCIARY FUNDS						
145 ASSESSMENT DISTRICT 91-1	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DEBT SERVICE						
135 TAX OVERRIDE	2,161.00	-	-	-	-	2,161.00
140 CITY OF INDUSTRY	65,571,556.14	2,000,000.00	(26,447,000.00)	35,000,000.00	(12,640,000.00)	63,484,556.14
440 IPFA	(6,816,687.35)	3,562,000.00	(3,571,200.00)	9,200.00	-	(6,816,687.35)
	<u>58,757,029.79</u>	<u>5,562,000.00</u>	<u>(30,018,200.00)</u>	<u>35,009,200.00</u>	<u>(12,640,000.00)</u>	<u>56,670,029.79</u>
PROJECTED ENDING FUND BALANCE	<u><u>948,493,231.97</u></u>	<u><u>112,434,900.00</u></u>	<u><u>(163,952,596.00)</u></u>	<u><u>66,870,600.00</u></u>	<u><u>(66,870,600.00)</u></u>	<u><u>896,975,535.97</u></u>

CITY OF INDUSTRY
PROJECTED FUND BALANCES
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2024-2025

Exhibit B

	FUND BALANCE JUNE 30, 2024	ADOPTED REVENUES 2024- 2025	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED REVENUE BUDGET	ADOPTED EXPENDITURES 2024-2025	INCREASE (DECREASE)	PROPOSED MID YEAR AMENDED EXPENDITURES BUDGET	PROPOSED NET MID YEAR BUDGET CHANGE
GENERAL FUND								
100 OPERATIONS	686,866,683.77	81,496,000.00	3,190,000.00	84,686,000.00	(60,503,000.00)	367,000.00	(60,870,000.00)	3,557,000.00
	<u>686,866,683.77</u>	<u>81,496,000.00</u>	<u>3,190,000.00</u>	<u>84,686,000.00</u>	<u>(60,503,000.00)</u>	<u>367,000.00</u>	<u>(60,870,000.00)</u>	<u>3,557,000.00</u>
SPECIAL REVENUE FUNDS								
101 STATE GAS TAX	7,230.00	28,000.00	-	28,000.00	(28,000.00)	-	(28,000.00)	-
102 MEASURE R	-	8,000.00	-	8,000.00	(8,000.00)	-	(8,000.00)	-
103 PROP A	2,059,407.19	31,000.00	82,000.00	113,000.00	(369,000.00)	55,000.00	(424,000.00)	27,000.00
104 PROP C	8,909.00	11,000.00	-	11,000.00	(11,000.00)	-	(11,000.00)	-
105 AIR QUALITY	471.00	-	-	-	-	-	-	-
106 MEASURE M	-	9,000.00	-	9,000.00	(9,000.00)	-	(9,000.00)	-
107 MEASURE W	3,329,104.58	1,655,000.00	-	1,655,000.00	(2,695,000.00)	(750,000.00)	(1,945,000.00)	750,000.00
165 CITY ELECTRIC - CARB	1,028,612.96	489,000.00	-	489,000.00	(250,000.00)	200,000.00	(450,000.00)	(200,000.00)
	<u>6,433,734.73</u>	<u>2,231,000.00</u>	<u>82,000.00</u>	<u>2,313,000.00</u>	<u>(3,370,000.00)</u>	<u>(495,000.00)</u>	<u>(2,875,000.00)</u>	<u>577,000.00</u>
ENTERPRISE FUNDS								
160 IPHMA	9,852,551.22	363,000.00	-	363,000.00	(1,083,000.00)	-	(1,083,000.00)	-
161 CITY ELECTRIC	35,304,561.88	6,531,000.00	-	6,531,000.00	(7,001,000.00)	250,000.00	(7,251,000.00)	(250,000.00)
360 CRIA	(200,364.77)	4,000.00	-	4,000.00	(2,477,896.00)	200,000.00	(2,677,896.00)	(200,000.00)
361 EXPO CENTER	16,128,796.98	1,754,400.00	(43,300.00)	1,711,100.00	(2,428,800.00)	181,400.00	(2,610,200.00)	(224,700.00)
560 IPUC - RECLAIMED WATER	18,553,284.78	1,245,300.00	-	1,245,300.00	(1,425,000.00)	-	(1,425,000.00)	-
561 IPUC - POTABLE WATER	1,774,323.26	2,649,800.00	145,700.00	2,795,500.00	(2,602,200.00)	14,600.00	(2,616,800.00)	131,100.00
	<u>81,413,153.35</u>	<u>12,547,500.00</u>	<u>102,400.00</u>	<u>12,649,900.00</u>	<u>(17,017,896.00)</u>	<u>646,000.00</u>	<u>(17,663,896.00)</u>	<u>(543,600.00)</u>
CAPITAL IMPROVEMENTS FUND								
120 CAPITAL IMPROVEMENTS FUND-CITY	115,401,595.91	7,224,000.00	-	7,224,000.00	(46,590,000.00)	485,500.00	(47,075,500.00)	485,500.00
121 CAPITAL IMPROVEMENTS FUND-CRIA	(169,599.24)	-	-	-	(4,750,000.00)	-	(4,750,000.00)	-
122 CAPITAL IMPROVEMENTS FUND-IPUC ELECTRIC	(169,130.12)	-	-	-	2,050,000.00	-	-	-
123 CAPITAL IMPROVEMENTS FUND-IPUC WATER	(39,761.22)	-	-	-	(3,325,000.00)	-	-	-
124 CAPITAL IMPROVEMENTS FUND-IPHMA	(475.00)	-	-	-	(700,000.00)	-	(700,000.00)	-
	<u>115,022,630.33</u>	<u>7,224,000.00</u>	<u>-</u>	<u>7,224,000.00</u>	<u>(53,315,000.00)</u>	<u>485,500.00</u>	<u>(52,525,500.00)</u>	<u>485,500.00</u>
FIDUCIARY FUNDS								
145 ASSESSMENT DISTRICT 91-1	-	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
DEBT SERVICE								
135 TAX OVERRIDE	2,161.00	-	-	-	-	-	-	-
140 CITY OF INDUSTRY	65,571,556.14	-	2,000,000.00	2,000,000.00	(26,447,000.00)	-	(26,447,000.00)	2,000,000.00
440 IPFA	(6,816,687.35)	3,562,000.00	-	3,562,000.00	(3,571,200.00)	-	(3,571,200.00)	-
	<u>58,757,029.79</u>	<u>3,562,000.00</u>	<u>2,000,000.00</u>	<u>5,562,000.00</u>	<u>(30,018,200.00)</u>	<u>-</u>	<u>(30,018,200.00)</u>	<u>2,000,000.00</u>
PROJECTED ENDING FUND BALANCE	<u><u>948,493,231.97</u></u>	<u><u>107,060,500.00</u></u>	<u><u>5,374,400.00</u></u>	<u><u>112,434,900.00</u></u>	<u><u>(164,224,096.00)</u></u>	<u><u>1,003,500.00</u></u>	<u><u>(163,952,596.00)</u></u>	<u><u>4,370,900.00</u></u>

CITY OF INDUSTRY
REVENUE/EXPENSES SUMMARY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2024-2025

FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET FY 24-25	MID-YEAR BUDGET AMENDMENTS	Exhibit C PROPOSED AMENDED BUDGET FY 24-25
100	<u>GENERAL FUND</u>				
	REVENUES				
		General Fund	81,286,000.00	3,100,000.00	84,386,000.00
		Metrolink Station	210,000.00	90,000.00	300,000.00
		TOTAL REVENUE	81,496,000.00	3,190,000.00	84,686,000.00
	EXPENSES				
	ADMINISTRATIVE				
		City Council	414,000.00	-	414,000.00
		City Clerk	449,000.00	-	449,000.00
		City Manager	1,853,000.00	(12,000.00)	1,841,000.00
		Central Services	1,809,000.00	345,000.00	2,154,000.00
		Human Resources	2,281,500.00	(280,000.00)	2,001,500.00
		City Attorney/Legal	3,849,000.00	-	3,849,000.00
		Legislative Services	195,000.00	-	195,000.00
		IUDA-Administrative Expenses	189,000.00	35,000.00	224,000.00
		Other Uses	-	-	-
	FINANCIAL SERVICES				
		City Treasurer	749,000.00	15,000.00	764,000.00
		Finance	1,931,000.00	22,000.00	1,953,000.00
		Information Technology	1,242,000.00	-	1,242,000.00
	DEVELOPMENT SERVICES				
		Engineering	740,000.00	(248,000.00)	492,000.00
		Planning	1,059,000.00	4,000.00	1,063,000.00
		Development Services	1,782,000.00	5,000.00	1,787,000.00
		Public Safety	15,313,000.00	-	15,313,000.00
		Public Works	3,896,500.00	8,000.00	3,904,500.00
		Streets and Roads	1,280,000.00	-	1,280,000.00
		Other Contrated Services	4,680,000.00	-	4,680,000.00
		Civic Financial Center	3,546,000.00	152,000.00	3,698,000.00
		Industry Hills Maintenance	743,000.00	-	743,000.00
		Habitiat and Open Space	871,000.00	153,000.00	1,024,000.00
		Street Lights	773,000.00	25,000.00	798,000.00

COMMUNITY SUPPORT & REGIONAL
IMPROVEMENTS

El Encanto	6,536,000.00	-	6,536,000.00
Community Promotions & Economic Development	2,431,000.00	100,000.00	2,531,000.00
Workman Temple Homestead	1,482,000.00	28,000.00	1,510,000.00

METROLINK STATION

Electric Utility - Metrolink Division	409,000.00	15,000.00	424,000.00
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GENERAL FUND-TOTAL EXPENDITURES

60,503,000.00	367,000.00	60,870,000.00
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SPECIAL REVENUE FUND

103 REVENUES

PROP A

Proposition A Revenues

31,000.00	82,000.00	113,000.00
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FIDUCIARY/ DEBT SERVICE FUND

140 REVENUES

CITY DEBT SERVICE

City Debt Service Revenues

-	2,000,000.00	2,000,000.00
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ENTERPRISE FUND

161 EXPENSES

IPUC ELECTRIC

IPUC Electric Expenses

7,001,000.00	250,000.00	7,251,000.00
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165 EXPENSES

CARB

CARB Expenses

250,000.00	200,000.00	450,000.00
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360 EXPENSES

CRIA

CRIA Expenses

2,477,896.00	200,000.00	2,677,896.00
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361 REVENUES & EXPENSES

EXPO CENTER

Expo Center Revenues

1,758,400.00	(43,300.00)	1,715,100.00
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Expo Center Expenses

2,428,800.00	181,400.00	2,610,200.00
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561	REVENUES & EXPENSES			
	IPUC POTABLE WATER	IPUC Potable Water Revenues	<u>2,649,800.00</u>	<u>145,700.00</u>
		IPUC Potable Water Expenses	<u>2,602,200.00</u>	<u>2,795,500.00</u>
				<u>2,616,800.00</u>
	 CAPITAL IMPROVEMENT PROGRAM FUND			
	EXPENSES			
103	PROP A CIP	Capital Improvements Fund-Prop A Expenses	205,000.00	55,000.00
107	MEASURE W CIP	Capital Improvements Fund-Measure W Expenses	1,450,000.00	(750,000.00)
120	CITY CIP	Capital Improvements Fund-City Expenses	46,590,000.00	485,500.00
121	CRIA CIP	Capital Improvements Fund-CRIA Expenses	4,750,000.00	-
122	IPUC ELECTRIC CIP	Capital Improvements Fund-IPUC Electric Expenses	2,050,000.00	-
123	IPUC WATER CIP	Capital Improvements Fund-IPUC Water Expenses	3,325,000.00	-
124	IPHMA CIP	Capital Improvements Fund-IPHMA Expenses	700,000.00	-
			<u>59,070,000.00</u>	<u>(209,500.00)</u>
				<u>58,860,500.00</u>
		NET REVENUE INCREASE/(DECREASE)		5,374,400.00
		NET EXPENSE INCREASE/(DECREASE)		1,003,500.00
		TOTAL NET MID-YEAR BUDGET AMENDMENTS FY 24-25		4,370,900.00

CITY OF INDUSTRY
REVENUE/EXPENSES DETAIL
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2024-2025

		Exhibit D				
		PROPOSED AMENDED BUDGET FY 24-25				
Account	Account Description	ADOPTED BUDGET FY 24-25	BUDGET AMENDMENTS	AMENDED BUDGET	MID-YEAR BUDGET AMENDMENTS	BUDGET FY 24-25
Fund 100 - General Fund						
Department 200 - Revenue						
4010	Sales Tax	36,968,000.00	-	36,968,000.00	(1,968,000.00)	35,000,000.00
4300.02	Investment Interest Income	1,600,000.00	-	1,600,000.00	1,000,000.00	2,600,000.00
4300.03	US Bank Interest Income	16,000,000.00	-	16,000,000.00	4,000,000.00	20,000,000.00
4413	Coronavirus Relief Fund Payment	-	-	-	68,000.00	68,000.00
Department 200 - Revenue Total		54,568,000.00	-	54,568,000.00	3,100,000.00	57,668,000.00
Department 350 - Metrolink Station						
5000	Solar Project Energy Sales/Revenue	210,000.00	-	210,000.00	90,000.00	300,000.00
5065	Other Contracted Services	35,000.00	-	35,000.00	20,000.00	55,000.00
5550	Repair and Maintenance Equipment	15,000.00	-	15,000.00	(5,000.00)	10,000.00
5900	General Engineering	25,000.00	-	25,000.00	15,000.00	40,000.00
6200	Contract Labor - Professional and Technical Services	30,000.00	-	30,000.00	(15,000.00)	15,000.00
Department 350 - Metrolink Station Total		315,000.00	-	315,000.00	105,000.00	420,000.00
Department 503 - City Manager						
5001.02	Salaries - Part - Time	119,000.00	-	119,000.00	(50,000.00)	69,000.00
5007	Vacation Buyout	40,000.00	-	40,000.00	40,000.00	80,000.00
5028	Life Insurance	9,000.00	-	9,000.00	8,000.00	17,000.00
5631	Workers Compensation	15,000.00	-	15,000.00	(10,000.00)	5,000.00
Department 503 - City Manager Total		183,000.00	-	183,000.00	(12,000.00)	171,000.00
Department 504 - Engineering						
5001	Salaries	463,000.00	-	463,000.00	(160,000.00)	303,000.00
5017	Medical Premiums	112,000.00	-	112,000.00	(68,000.00)	44,000.00
5021	Dues and Subscriptions	-	-	-	2,000.00	2,000.00
5039	PARS - Employer	39,000.00	-	39,000.00	(22,000.00)	17,000.00
Department 504 - Engineering Total		614,000.00	-	614,000.00	(248,000.00)	366,000.00
Department 505 - City Treasurer						
5016	CalPERS - Employer	53,000.00	-	53,000.00	60,000.00	113,000.00
5036	Bank Fees	76,000.00	-	76,000.00	(45,000.00)	31,000.00
Department 505 - City Treasurer Total		129,000.00	-	129,000.00	15,000.00	144,000.00
Department 506 - Finance						
5007	Vacation Buyout	10,000.00	-	10,000.00	15,000.00	25,000.00
5018	Office Supplies & Postage	5,000.00	-	5,000.00	7,000.00	12,000.00
Department 506 - Finance Total		15,000.00	-	15,000.00	22,000.00	37,000.00

	Department 507 - Central Services				
5012	General Insurance and Bonding	1,162,000.00	-	1,162,000.00	300,000.00
5562	Office Equipment & Furniture	-	-	-	45,000.00
	Department 507 - Central Services Total	1,162,000.00	-	1,162,000.00	345,000.00
	Department 508 - Human Resources				
5016	CalPERS - Employer	134,000.00	-	134,000.00	100,000.00
5017	Medical Premiums	480,000.00	-	480,000.00	(380,000.00)
	Department 508 - Human Resources Total	614,000.00	-	614,000.00	(280,000.00)
	Department 521 - Planning				
5631	Workers Compensation	1,000.00	-	1,000.00	4,000.00
	Department 521 - Planning Total	1,000.00	-	1,000.00	4,000.00
	Department 526 - Development Services				
5610	Travel and Meetings	5,000.00	-	5,000.00	5,000.00
	Department 526 - Development Services Total	5,000.00	-	5,000.00	5,000.00
	Department 556 - IUDA Administration				
5012	General Insurance and Bonding	10,000.00	-	10,000.00	(10,000.00)
5220	Appraisal Fees	-	-	-	45,000.00
	Department 556 - IUDA Administration Total	10,000.00	-	10,000.00	35,000.00
	Department 621 - Community Prom.& Economic Develop				
5601	Community Promotion paid by City	150,000.00	-	150,000.00	100,000.00
	Department 621 - Community Prom.& Economic Develop Totals	150,000.00	-	150,000.00	100,000.00
	Department 622 - Public Works				
5130	Planning, Survey and Design	-	-	-	8,000.00
	Department 622 - Public Works Total	-	-	-	8,000.00
	Department 625 - Civic-Financial Center Expenses				
5550	Repair and Maintenance Equipment	54,000.00	-	54,000.00	(30,000.00)
5565	Small Equipments & Supplies	1,000.00	-	1,000.00	9,000.00
5792	Resource Planning	-	-	-	8,000.00
8510	Property Maintenance	250,000.00	-	250,000.00	50,000.00
9010	Furniture, Equipment & Fixtures	-	-	-	15,000.00
9020	Automobiles	3,000.00	-	3,000.00	100,000.00
	Department 625 - Civic-Financial Center Expenses Totals	308,000.00	-	308,000.00	152,000.00
	Department 626 - Workman Temple Homestead				
5550	Repair and Maintenance Equipment	-	-	-	2,000.00
5740	Property Taxes and Assessments	-	-	-	1,000.00
8510	Property Maintenance	41,000.00	-	41,000.00	25,000.00
	Department 626 - Workman Temple Homestead Total	41,000.00	-	41,000.00	28,000.00

	Department 628 - Habitat & Open Space					
5550	Repair and Maintenance Equipment	-	-	-	50,000.00	50,000.00
5620	Vehicle Expenses	-	-	-	3,000.00	3,000.00
8510	Property Maintenance	460,000.00	-	460,000.00	100,000.00	560,000.00
	Department 628 - Habitat & Open Space Total	460,000.00	-	460,000.00	153,000.00	613,000.00
	Department 629 - Street Lights					
5900	General Engineering	40,000.00	-	40,000.00	25,000.00	65,000.00
	Department 629 - Street Lights Total	40,000.00	-	40,000.00	25,000.00	65,000.00
Fund 100 - General Fund Total						
REVENUE Total		54,568,000.00	-	54,568,000.00	3,190,000.00	57,668,000.00
EXPENSE Total		3,103,000.00	-	3,103,000.00	367,000.00	3,262,000.00
Fund 103 - PROP A						
	Department 200 - Revenue					
4300.02	Investment Interest Income	18,000.00	-	18,000.00	82,000.00	100,000.00
	Department 200 - Revenue Total	18,000.00	-	18,000.00	82,000.00	100,000.00
Fund 103 - PROP A Total						
REVENUE Total		18,000.00	-	18,000.00	82,000.00	100,000.00
Fund 140 - CITY DEBT SERVICE						
	Department 200 - Revenue					
4300.03	US Bank Interest Income	-	-	-	2,000,000.00	2,000,000.00
	Department 200 - Revenue Total	-	-	-	2,000,000.00	2,000,000.00
Fund 140 - CITY DEBT SERVICE Total						
REVENUE Total		-	-	-	2,000,000.00	2,000,000.00
Fund 161 - IPUC Electric						
	Department 300 - Expenditures					
5900	General Engineering	375,000.00	-	375,000.00	200,000.00	575,000.00
6200	Contract Labor - Professional and Technical Services	225,000.00	-	225,000.00	50,000.00	275,000.00
	Department 300 - Expenditures Total	600,000.00	-	600,000.00	250,000.00	850,000.00
Fund 161 - IPUC Electric Total						
REVENUE Total		-	-	-	-	-
EXPENSE Total		600,000.00	-	600,000.00	250,000.00	850,000.00

Fund 165 - CARB

Department 300 - Expenditures						
6414	Electric Purchased Power	-	-	-	450,000.00	450,000.00
6415	Energy Rebate	250,000.00	-	250,000.00	(250,000.00)	-
Department 300 - Expenditures Total		250,000.00	-	250,000.00	200,000.00	450,000.00

Fund 165 - CARB Total

REVENUE Total	-	-	-	-	-	-
EXPENSE Total	250,000.00	-	250,000.00	200,000.00	450,000.00	

Fund 360 - CRIA

Department 800 - CRIA Administration City						
5120.01	Professional Services	235,000.00	-	235,000.00	100,000.00	335,000.00
8510	Property Maintenance	300,000.00	-	300,000.00	100,000.00	400,000.00
Department 800 - CRIA Administration City Total		535,000.00	-	535,000.00	200,000.00	735,000.00

Fund 360 - CRIA Total

EXPENSE Total	535,000.00	-	535,000.00	200,000.00	735,000.00	
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Fund 361 - CRIA EXPO Center

Department 814 - Banquet Revenue						
4440	Miscellaneous Income	400.00	-	400.00	500.00	900.00
8141	Banquet Rentals	212,800.00	-	212,800.00	25,200.00	238,000.00
8142	Bar Sales	181,900.00	-	181,900.00	37,200.00	219,100.00
8164	Security Revenue	43,000.00	-	43,000.00	3,600.00	46,600.00
8165	Concession Sales	1,300.00	-	1,300.00	300.00	1,600.00
8168	Equipment Rental - Banquet	1,300.00	-	1,300.00	1,500.00	2,800.00
8189	Banquet Tulip Ins	7,300.00	-	7,300.00	1,200.00	8,500.00
Department 815 - Grand Arena Revenue						
4444	Miscellaneous Arena Income	20,800.00	-	20,800.00	(800.00)	20,000.00
8035	Show Barn Stall Rental	79,100.00	-	79,100.00	(27,700.00)	51,400.00
8042	Lighting	19,000.00	-	19,000.00	2,700.00	21,700.00
8044	Audio/Video Tech Support	-	-	-	5,000.00	5,000.00
8045	RV Parking	57,600.00	-	57,600.00	8,600.00	66,200.00
8046	Ground Prep Fee	2,600.00	-	2,600.00	(1,300.00)	1,300.00
8142	Bar Sales	502,600.00	-	502,600.00	(120,000.00)	382,600.00
8151	Arena Rentals	182,600.00	-	182,600.00	300.00	182,900.00
8153	Shavings Sales	5,400.00	-	5,400.00	1,400.00	6,800.00
8155	Clean Up & Tear Down Fees	32,200.00	-	32,200.00	7,500.00	39,700.00
8156	Vendor Fee	45,600.00	-	45,600.00	700.00	46,300.00
8157	Parking Fees	261,200.00	-	261,200.00	1,100.00	262,300.00
8158	Outdoor Arena	4,200.00	-	4,200.00	3,800.00	8,000.00
8164	Security Revenue	77,900.00	-	77,900.00	4,900.00	82,800.00
8165	Concession Sales	200.00	-	200.00	(100.00)	100.00
8168	Equipment Rental - Banquet	12,000.00	-	12,000.00	2,600.00	14,600.00
8225	Stand by outside services for Arena	2,200.00	-	2,200.00	(1,100.00)	1,100.00

	Department 816 - Administrative Account (EQ)					
4440	Miscellaneous Income	1,200.00	-	1,200.00	(400.00)	800.00
	Department 800s - Revenue Total	1,754,400.00	-	1,754,400.00	(43,300.00)	1,711,100.00
	Department 814 - Banquet Expenditures					
5550	Repair and Maintenance Equipment	600.00	-	600.00	(300.00)	300.00
5560	Equipment Rental	2,200.00	-	2,200.00	(100.00)	2,100.00
5630	Insurance & Bond	1,100.00	-	1,100.00	(1,100.00)	-
5745	Sales Tax - Expo Center	-	-	-	700.00	700.00
5754	Bar Supplies	500.00	-	500.00	400.00	900.00
5757	Promotional Expenses	700.00	-	700.00	(300.00)	400.00
5761	Cost of Alcohol	52,400.00	-	52,400.00	(11,900.00)	40,500.00
5790	Miscellaneous	900.00	-	900.00	9,900.00	10,800.00
6140	Special Security Exp	52,800.00	-	52,800.00	3,800.00	56,600.00
6220	Contract Labor	284,500.00	-	284,500.00	32,300.00	316,800.00
6225	Outside Service	17,000.00	-	17,000.00	16,500.00	33,500.00
8510	Property Maintenance	5,600.00	-	5,600.00	(2,800.00)	2,800.00
	Department 815 - Grand Arena Expenditures					
5560	Equipment Rental	15,900.00	-	15,900.00	2,900.00	18,800.00
5750	Supplies	22,900.00	-	22,900.00	7,300.00	30,200.00
5754	Bar Supplies	5,300.00	-	5,300.00	1,300.00	6,600.00
5757	Promotional Expenses	18,900.00	-	18,900.00	(9,400.00)	9,500.00
5761	Cost of Alcohol	119,900.00	-	119,900.00	(11,700.00)	108,200.00
5762	Cost of Shavings	4,400.00	-	4,400.00	800.00	5,200.00
5763	Cost of Feed	400.00	-	400.00	(400.00)	-
5790	Miscellaneous	3,400.00	-	3,400.00	(1,500.00)	1,900.00
6140	Special Security Exp	97,500.00	-	97,500.00	(10,300.00)	87,200.00
6220	Contract Labor	205,700.00	-	205,700.00	(2,100.00)	203,600.00
6225	Outside Service	106,100.00	-	106,100.00	(37,400.00)	68,700.00
8510	Property Maintenance	6,000.00	-	6,000.00	9,100.00	15,100.00
9010	Furniture, Equipment & Fixtures	13,500.00	-	13,500.00	3,800.00	17,300.00
	Department 816 - Administrative Expenditures					
4441.01	Cash Short/Over	-	-	-	200.00	200.00
5120	Outside Services	70,600.00	-	70,600.00	55,800.00	126,400.00
5530	Computer Software & Supplies	5,300.00	-	5,300.00	13,700.00	19,000.00
5550	Repair and Maintenance Equipment	700.00	-	700.00	(100.00)	600.00
5560	Equipment Rental	12,200.00	-	12,200.00	(2,100.00)	10,100.00
5610	Travel and Meetings	1,200.00	-	1,200.00	(500.00)	700.00
5690	Dues, Subscriptions, Books, Etc	25,400.00	-	25,400.00	(4,000.00)	21,400.00
5720	Telephone	11,000.00	-	11,000.00	(100.00)	10,900.00
5731	Postage	1,000.00	-	1,000.00	200.00	1,200.00
5750	Supplies	27,500.00	-	27,500.00	(700.00)	26,800.00
5770	Bank Fees	22,700.00	-	22,700.00	(1,800.00)	20,900.00
5790	Miscellaneous	1,200.00	-	1,200.00	2,400.00	3,600.00
6220	Contract Labor	175,900.00	-	175,900.00	51,400.00	227,300.00
9010	Furniture, Equipment & Fixtures	7,700.00	-	7,700.00	(1,300.00)	6,400.00
	Department 817 - General Expenditures					
5120	Outside Services	286,800.00	-	286,800.00	(41,600.00)	245,200.00
5550	Repair and Maintenance Equipment	3,700.00	-	3,700.00	(1,800.00)	1,900.00
5620	Vehicle Expenses	47,100.00	-	47,100.00	(9,200.00)	37,900.00

5630	Insurance & Bond	14,000.00	-	14,000.00	(2,200.00)	11,800.00
5720	Telephone	7,100.00	-	7,100.00	300.00	7,400.00
5750	Supplies	16,200.00	-	16,200.00	200.00	16,400.00
5790	Miscellaneous	300.00	-	300.00	(100.00)	200.00
6220	Contract Labor	226,000.00	-	226,000.00	67,900.00	293,900.00
8040	Utilities	235,300.00	-	235,300.00	54,900.00	290,200.00
8510	Property Maintenance	151,700.00	-	151,700.00	700.00	152,400.00
9010	Furniture, Equipment & Fixtures	700.00	-	700.00	(300.00)	400.00
	Department 800s - Expenditures Total	2,389,500.00	-	2,389,500.00	181,400.00	2,570,900.00

Fund 361 - CRIA EXPO Center Total

REVENUE Total	1,754,400.00	-	1,754,400.00	(43,300.00)	1,711,100.00
EXPENSE Total	2,389,500.00	-	2,389,500.00	181,400.00	2,570,900.00

Fund 561 - IPUC- Potable Water

	Department 200 - Revenue					
4000	Water Sale	1,497,600.00	-	1,497,600.00	145,700.00	1,643,300.00
	Department 200 - Revenue Total	1,497,600.00	-	1,497,600.00	145,700.00	1,643,300.00
	Department 300 - Expenditures					
5012	General Insurance and Bonding	22,000.00	-	22,000.00	4,600.00	26,600.00
8510	Property Maintenance	15,000.00	-	15,000.00	10,000.00	25,000.00
	Department 300 - Expenditures Total	37,000.00	-	37,000.00	14,600.00	51,600.00

Fund 561 - IPUC-Potable Water Total

REVENUE Total	1,497,600.00	-	1,497,600.00	145,700.00	1,643,300.00
EXPENSE Total	37,000.00	-	37,000.00	14,600.00	51,600.00

NET REVENUE INCREASE/(DECREASE)	5,374,400.00
NET EXPENSE INCREASE/(DECREASE) and CIP EXPENSE (EXHIBIT F)	1,003,500.00
TOTAL NET MID-YEAR BUDGET AMENDMENTS FY 24-25	4,370,900.00

CITY OF INDUSTRY
PROPOSED ANNUAL BUDGET
FISCAL YEAR 2024-2025

Exhibit E
MID-YEAR BUDGET
AMENDMENTS

		FUND	TRANSFERS IN	TRANSFERS OUT	
1)	CRIA - EXPO CENTER	361	173,300		224,700
	CRIA- CAPITAL PROJECTS	360		(173,300)	(224,700)
2)	CRIA- CAPITAL PROJECTS	360	1,406,700		424,700
	CITY GENERAL FUND	100		(1,406,700)	(424,700)
3)	CITY- IPHMA	160	717,000		
	CITY GENERAL FUND	100		(717,000)	
4)	CITY- IPHMA	160	700,000		
	CITY - CAPITAL IMPROVEMENT:	120		(700,000)	
	IPHMA - CAPITAL IMPROVEMENTS	124	700,000		
	CITY- IPHMA	160		(700,000)	
5)	CRIA- CAPITAL PROJECTS	360	4,750,000		
	CITY - CAPITAL IMPROVEMENT:	120		(4,750,000)	
	CRIA - CAPITAL IMPROVEMENTS	121	4,750,000		
	CRIA- CAPITAL PROJECTS	360		(4,750,000)	
6)	ELECTRIC CAPITAL IMPROVEMENT	122	2,050,000		
	CITY ELECTRIC	161		(2,050,000)	
7)	WATER CAPITAL IMPROVEMENT	123	3,325,000		
	CITY WATER	560		(3,325,000)	
8)	CITY DEBT SERVICE	140	36,968,000		(1,968,000)
	CITY GENERAL FUND	100		(36,968,000)	1,968,000
	CITY GENERAL FUND	100	12,640,000		
	CITY DEBT SERVICE	140		(12,640,000)	
9)	PUBLIC FACILITIES AUTHORITY	440	9,200		
	CITY GENERAL FUND	100		(9,200)	
			<u>68,189,200</u>	<u>(68,189,200)</u>	<u>-</u>

CITY OF INDUSTRY
CAPITAL IMPROVEMENT BUDGET
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2024-2025

CITY FUNDED BY CIP	Project Description	ADOPTED BUDGET FY	BUDGET	AMENDED	MID-YEAR BUDGET	Exhibit F
		24-25	APROPRIATION	BUDGET	AMENDMENTS	PROPOSED AMENDED BUDGET FY 24-25
	GRADE SEPARATION PROJECTS	305,000.00		305,000.00	-	305,000.00
	STREET WIDENING, RECONSTRUCTION, RESURFACING AND SLURRY SEAL	27,525,000.00		27,525,000.00	463,500.00	27,988,500.00
	STORM DRAIN IMPROVEMENTS	190,000.00		190,000.00	-	190,000.00
	TRAFFIC SIGNAL IMPROVEMENTS	7,955,000.00		7,955,000.00	40,000.00	7,995,000.00
	BRIDGE WIDENING, SEISMIC RETROFIT AND MAINTENANCE IMPROVEMENTS	325,000		325,000.00	75,000.00	400,000.00
	HOMESTEAD MUSEUM	180,000		180,000.00	155,000.00	335,000.00
	INDUSTRY HILLS GOLF & CONVENTION FACILITIES	175,000		175,000.00	(9,000.00)	166,000.00
	EL ENCANTO C.I.P.	635,000		635,000.00	-	635,000.00
	OPEN SPACES/ TONNER CANYON/TRES HERMANOS	1,250,000		1,250,000.00	(20,000.00)	1,230,000.00
	TRES HERMANOS RANCH PROPERTY	1,100,000		1,100,000.00	(200,000.00)	900,000.00
	PROPERTY REDEVELOPMENT & DEMO	25,000		25,000.00	-	25,000.00
	MISCELLANEOUS	715,000.00		715,000.00	125,000.00	840,000.00
	CIVIC CENTER FACILITIES	3,740,000.00		3,740,000.00	(149,000.00)	3,591,000.00
	FACILITIES IMPROVEMENTS	2,675,000.00		2,675,000.00	60,000.00	2,735,000.00
	Total CITY funded by CIP	46,795,000.00	-	46,795,000.00	540,500.00	47,335,500.00
CITY FUNDED BY MEASURE W						
	Project Description	ADOPTED BUDGET FY	BUDGET	AMENDED	MID-YEAR BUDGET	PROPOSED AMENDED
		24-25	APROPRIATION	BUDGET	AMENDMENTS	BUDGET FY 24-25
	STORM DRAIN IMPROVEMENTS	1,450,000.00		1,450,000.00	(750,000.00)	700,000.00
	Total CITY funded by CIP	1,450,000.00	-	1,450,000.00	(750,000.00)	700,000.00
	Total CITY	48,245,000.00	-	48,245,000.00	(209,500.00)	48,035,500.00
CRIA FUNDED BY CIP						
	Project Description	ADOPTED BUDGET FY	BUDGET	AMENDED	MID-YEAR BUDGET	PROPOSED AMENDED
		24-25	AMENDMENTS	BUDGET	AMENDMENTS	BUDGET FY 24-25
	EXPO CENTER AT INDUSTRY HILLS	4,750,000.00		4,750,000.00	-	4,750,000.00
	Total CRIA funded by CIP	4,750,000.00	-	4,750,000.00	-	4,750,000.00
IPUC FUNDED BY CIP						
	Project Description	ADOPTED BUDGET FY	BUDGET	AMENDED	MID-YEAR BUDGET	PROPOSED AMENDED
		24-25	AMENDMENTS	BUDGET	AMENDMENTS	BUDGET FY 24-25
	IPUC - WATER UTILITY (IPU)	3,325,000		3,325,000.00	-	3,325,000.00
	IPUC - ELECTRIC UTILITY (IPU)	2,050,000		2,050,000.00	-	2,050,000.00
	Total IPUC funded by CIP	5,375,000.00	-	5,375,000.00	-	5,375,000.00
IPHMA FUNDED BY CIP						
	Project Description	ADOPTED BUDGET FY	BUDGET	AMENDED	MID-YEAR BUDGET	PROPOSED AMENDED
		24-25	AMENDMENTS	BUDGET	AMENDMENTS	BUDGET FY 24-25
	IPHMA Capital Improvements	700,000.00		700,000.00	-	700,000.00
	Total IPHMA funded by CIP	700,000.00	-	700,000.00	-	700,000.00
	Total CIP	59,070,000.00	-	59,070,000.00	(209,500.00)	58,860,500.00

CITY OF INDUSTRY
 CAPITAL IMPROVEMENT BUDGET- NEW PROJECTS ADDED
 MID-YEAR BUDGET UPDATE
 FISCAL YEAR 2024-2025

Project Name	Exhibit G FY 24-25 Proposed Budget
Open Spaces/Tonner Canyon/Tres Hermanos (City)	
Sports Park Improvements at Tonner Canyon	50,000
IPU - Electric Improvements (IPU)	
Feasibility Study of Substation at Auto Mall West	100,000
Distribution Line Extension to Puente Hills Mall Site	125,000
WDAT Installation at Puente Hills Mall	150,000
WDAT Relocation at Pacific Palms Hotel and Line Extension to Water Park	80,000
Miscellaneous (City)	
9th Avenue Sewer Improvements	100,000
Mountain Biking Trail at Industry Hills	200,000

New projects proposed for the Capital Improvement Budget.

The proposed funds for the new projects have been shifted from some of the existing projects.

RESOLUTION NO. CC 2025-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING THE CITY'S FISCAL YEAR 2024-2025 PROPOSED MID-YEAR BUDGET AMENDMENTS, AND FY 2024-2025 PROPOSED MID-YEAR BUDGET AMENDMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, on May 23, 2024, the City Council ("Council") adopted the City's FY 2024-2025 ("FY 25") Operating Budget for its General Fund, and all its other funds and affiliated entities; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on February 27, 2025, the FY 25 Mid-Year Budget Report was presented to the Council and the Council was provided an update on the City's fiscal performance through the mid-point of the fiscal year, from July 1, 2024, through December 31, 2024, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 25 Mid-Year Budget Report also presented an overview of the FY 25 Mid-Year Budget Amendments for Council's consideration to approve and amend the FY 25 Adopted Budget.

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

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

Section 2. The City Council received a presentation on the FY 2024-25 Mid-Year Budget Report and hereby receives and files same.

Section 3. The City Council hereby approves the FY 25 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference.

Section 4. The City Council hereby authorizes the City Manager, or his designee, to make the appropriate changes and budget amendments in the City's Financial System.

Section 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses,

sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry, at a regular meeting held on February 27, 2025, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

CITY COUNCIL

ITEM NO. 6.9



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager

DATE: February 27, 2025

SUBJECT: City of Industry's Response to Earthquake Safety Readiness, Los Angeles County Civil Grand Jury Report 2023-2024

Background:

On June 17, 2024, the County of Los Angeles Civil Grand Jury submitted a letter to the City of Industry (see Exhibit 1) providing a copy of their report regarding Earthquake Safety Readiness and requesting that the City provide a written response on all recommendations. Pursuant to Section 933(c) of the California Penal Code, the City was required to submit a response within 90 days and provide comment on the findings and recommendations. Further, the Mayor must comment on the findings and recommendations. The City's comments will be submitted to the presiding judge of the superior court who impaneled the grand jury, and a copy will be placed on file with the City Clerk, the County Clerk, and with the applicable grand jury final report, where it shall be maintained for a minimum of five years. Subsequently, the Continuity Committee Chairperson of the County of Los Angeles Civil Grand Jury reached out to the City asking for an update to the response and, based upon direction given by telephone conversation, the City notified the County of Los Angeles Civil Grand Jury by email that this matter would be transmitted to the City Council for consideration at their February 27, 2025 meeting.

In short, the following lists the recommendations of the County of Los Angeles Civil Grand Jury, followed by the proposed response in the attached Draft Letter (see Exhibit 2):

- **Corrections were provided to the report regarding the regulatory status of certain types of construction.**

The draft report stated that the City had not adopted regulations to require retrofitting of soft story (multi-story building with a weak or flexible ground floor, such as an open carport, at risk of collapsing during an earthquake), non-ductile cement (concrete that lacks reinforcing steel), and unreinforced masonry (brick, stone, or other masonry buildings without reinforcing steel bars) construction. In fact, the City of Industry Municipal Code adopts the County of Los Angeles

Building Code by reference. Given that the County of Los Angeles Building Code provides retrofitting requirements for both soft story and non-ductile cement construction and the Los Angeles County Department Public Works (the "Department") for building and safety services, which the City contracts for building and safety services, is drafting regulations to address these matters, the City should be classified as taking actions to plan for the retrofit for both soft story and non-ductile cement. With regard to unreinforced masonry construction, the City of Industry Code also adopts by reference Chapter 96 of Title 26 Building Code of Los Angeles County, which has provided regulations for unreinforced masonry construction since 2010.

- **Recommendation R15.11 (and comment on page 378) – The Cities of Industry and Vernon should consider having a Back to Business program to benefit the large number of businesses in their cities and to help the economy recover.**

"Back to Business" programs allow businesses to be voluntarily inspected now and, if meeting current code, after a major earthquake, those businesses would be the first buildings to be re-inspected, with the intention of encouraging owners to voluntarily retro-fit now to avoid excess damage later while also re-opening their businesses sooner. The City needs to consult with that Department to understand the feasibility of implementing such a program, with consideration to matters such as cost, availability of resources, regulatory changes, and contract amendment, if necessary. Therefore, the City reports that this recommendation has not been implemented and that the recommendation requires further analysis, with completion likely requiring six (6) months from the date of publication of the grand jury report for discussion with the City Council and any necessary action.

- **Recommendation R15.15 – If there is a lot of damage to buildings, more building inspectors would be needed. Plan for how temporary inspectors will be obtained and how they will be assigned, keeping in mind that businesses in the medical field should be inspected first, followed by those who were enrolled in the Back to Business program.**

Since the City contracts with the Department for building and safety services, the City would coordinate with that Department for provision of additional building inspectors. Under the Safety Assessment Program of the California Office of Emergency Services, the Department has indicated their intent to utilize volunteers and mutual aid resources to provide professional engineers, architects, and certified building inspectors to assist with safety evaluation of the City's built environment in the aftermath of a disaster. Therefore, the City reports that this recommendation has been implemented.

Discussion:

Fiscal Impact:

No fiscal impact at this time. The City commits to analyzing the feasibility of implementing a "Back to Business" program and will present those findings at a future date.

Recommendation:

That the Mayor and City Council direct staff to submit the attached letter (Exhibit 2) to the presiding judge of the superior court who impaneled the grand jury, and place a copy on file with the City Clerk and the County Clerk.

Exhibits:

1. County of Los Angeles Civil Grand Jury Earthquake Safety Readiness Report
2. City of Industry's Response to Earthquake Safety Readiness, Los Angeles County Civil Grand Jury Report 2023-2024



County of Los Angeles CIVIL GRAND JURY

222 South Hill Street • Sixth Floor • Suite 670 • Los Angeles, California 90012
Telephone (213) 893-0411 • Fax (213) 893-0425
www.grandjury.co.la.ca.us

June 17, 2024

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

EARTHQUAKE SAFETY READINESS

How to Survive the 'Big One'!

Pre-Release of a report by the 2023-2024 Los Angeles County Civil Grand Jury

NOTE: DO NOT DISCLOSE ANY REPORT CONTENTS PRIOR TO JUNE 28, 2024

Dear Mr. Nelson,

California Penal Code Section 933.05 (f) provides: "A grand jury shall provide the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after approval by the presiding judge. No office, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the Final Report." The enclosed report will be released to the public on June 28, 2024.

California Penal Code Sections 933(c) and 933.05 require a written response to all recommendations contained in this report. Responses by elected county officials and agency heads shall be made no later than sixty (60) days after the Los Angeles County Civil Grand Jury publishes its report and files with the Clerk of the Court. Responses by the governing body of public agencies shall be ninety (90) days after the Los Angeles County Civil Grand Jury publishes its reports and files with the Clerk of the Court. Responses shall be made in accordance with Penal Code Section 933.05 (a) and (b).

All responses to the recommendations of the 2023-2024 Los Angeles Los Angeles County Civil Grand Jury must be submitted to:

Presiding Judge
Superior Court of California, County of Los Angeles
Clara Shortridge Foltz Criminal Justice Center
210 W. Temple Street, Thirteenth Floor, Room 13-303
Los Angeles, CA 90012

Sincerely,


IRENE SHANDELL-TAYLOR, FOREPERSON
2023-2024 Los Angeles County Civil Grand Jury

Enclosure: How to respond to recommendations in this report

Section 933.05. Responses to findings

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

EARTHQUAKE SAFETY READINESS
How to Survive the Big 'One'!



2023 – 2024
LOS ANGELES COUNTY
CIVIL GRAND JURY

ACRONYMS

AISC	American Institute of Steel Construction
ASCE	American Society of Civil Engineers
BOS	Board of Supervisors
CEO	Chief Executive Officer
CERT	Community Emergency Response Teams
FEMA	Federal Emergency Management Agency
IBC	International Building Code
ISBN	International Standard Book Number
LA	Los Angeles
PW	Public Works
RFP	Request For Proposal
RYLAN	Ready Your Los Angeles Neighborhood
UBC	Uniform Building Code
UCLA	University of California Los Angeles
UNISDR	United Nations International Strategy for Risk Reduction
URM	Unreinforced Masonry (a building technique)
US	United States
USC	University of Southern California

DEFINITIONS

Earthquake – a natural violent event involving movement of faults that produces vibrations

Earthquake Probabilities - describe the long-term chances that an earthquake of a certain magnitude will happen during a time window. Most earthquake probabilities are determined from the average rate of historical events. Assuming the annual rate is constant, one can make a probability statement about the likelihood of such an event in the next so-many years. These probabilities might range from one-in-thirty to one-in-three hundred.

Earthquake Safety Retrofit – The effort involved to upgrade the building to meet current structural safety codes. This effort not only includes the actual structure but also office preparation, telecommunications upgrades, and utility upgrades. The official Los Angeles County definition is “an improvement of the lateral force resisting system by alteration of existing

structural elements or addition of new structural elements to the standards required by Section 9707.”¹

Fault - Faults are planes of weakness in the earth’s crust where one side has moved relative to the other.²

High Rise Building – In Los Angeles County, a high rise building is any building over 75 feet tall from ground level to the highest floor used for human occupancy except for hospitals.³

Non-Ductile Cement – used in building construction. A type of cement that is brittle and inflexible that was typically used in pre-1980’s construction when building codes allowed this type of cement. Non-ductile cement is prone to damage during earthquakes due to intense vibrations.

Resilience – The UNISDR defines resilience as “the ability of a system, community, or society exposed to hazards to resist, absorb, accommodate, and recover from the effects of a hazard in a timely and efficient manner, which includes preserving and restoring basic structures and functions.”⁴

Seismic – pertaining to earthquakes or other vibrations of the earth and its crust.

Soft-story – A building with a non-reinforced first floor such as a retail establishment or a garage.

¹ Draft Ordinance prepared by LA County Department of Public Works amending Title 26 of the Los Angeles County Building Code. **The draft ordinance is in Appendix 2.**

² Earthquakes (ca.gov) <https://www.conservation.ca.gov/cgs/earthquakes>

³ Earthquakes (ca.gov) <https://www.conservation.ca.gov/cgs/earthquakes>

⁴ Resilience – The Ultimate Sustainability, page 11, Aris Papadopoulos, ISBN 978-0-9861816-1-0, copyright 2016

*“Los Angeles owes its existence to earthquakes.
Its location, in the arid southwest, could have left it an uninhabitable desert
had it not been for the mountains that surround it, pushed up by active faults,
capturing moisture from the clouds that come off the ocean.*

*Those same faults trap groundwater,
creating the springs that were used by the original settlers to irrigate their crops.
The modern city began to flourish at the beginning
of the twentieth century with the discovery of oil—
oil that was likewise collected by faults,
with the biggest deposits near the Newport-Inglewood Fault,
which runs through Long Beach and Los Angeles’s Westside.”⁵*

---Lucy Jones, Seismologist

EXECUTIVE SUMMARY

Short Summary

The Earthquake Preparedness Committee (Committee) found many useful studies, projects, and maps that explain what is already known about earthquakes. Some steps have already been taken towards mitigating their impact, especially in the area of retrofitting of buildings. Many sources are cited so readers can look further into the details that are of interest to them. This report ends with recommendations so that agencies and cities can be better prepared for earthquakes than they are today.

Long Summary

Older residents of Los Angeles County (LA/County) remember and recognize the immense damage an earthquake can do. Thirty years after the devastating Northridge earthquake occurred, the aftershock can still be felt. Sixty people lost their lives and whole neighborhoods had to be rebuilt.⁶

Buildings made of non-ductile cement are especially prone to earthquake damage because they are not resistant to vibrations caused by earthquakes. Any cement building for which a building permit processed before November 1, 1977 is considered to be made of non-ductile cement.⁷

The Earthquake Committee investigated what has changed since the Northridge earthquake. A primary mover: Los Angeles City Council unanimously approving the program “Resilience by Design.” The program identified the most significant vulnerabilities, and feasible solutions to:

⁵ Dr. Lucy Jones, “The Big Ones: How Natural Disasters Have Shaped Us (and What We Can Do About Them)”

⁶ Los Angeles Times, 17 Jan 2024. The 1994 Northridge Earthquake was a Shock, Here is Why the Next One Won’t Be. Karen Garcia

⁷ Draft Ordinance prepared by LA County Department of Public Works amending Title 26 of the Los Angeles County Building Code

- Protect the lives of our residents;
- Improve the capacity of LA to respond to earthquakes;
- Prepare LA to recover quickly from earthquakes; and
- Protect the economy of LA and all of southern California.⁸

Despite the Resilience plan only officially applying to the City of Los Angeles, the County, City of Long Beach, and other cities within County in joined in support of the goals set forth in the Resilience Plan. The Resilience Plan evaluated what can be done in the following categories:

- Pre-1980 “non-ductile” reinforced concrete buildings;
- Pre-1980 “soft-story-story” buildings;
- Water system infrastructure (including impact on firefighting capability); and
- Telecommunications infrastructure.⁹

Earthquakes cannot be predicted. By definition, earthquake prediction must include three elements: 1) the date and time, 2) the location and 3) the magnitude of the earthquake. There is currently no science that currently allows this type or specificity of prediction.¹⁰ As a result, we need to prepare for earthquakes of any size given their potential for calamitous mass destruction.

In “Resilience: The Ultimate Sustainability,” Aris Papadopoulos¹¹ has promulgated four rules of disaster risk. He cites that:

- 1) Disaster risk grows exponentially with hazard risk;
- 2) Disaster risk grows with urban density even when hazard risk remains constant;
- 3) Disaster risk is inversely proportional to resilience capacity; and
- 4) Emergency capability required is inversely proportional to resilience capacity.¹²

All of these disaster risks apply to the County. The County is a major urban area. The risk of earthquakes in the County has not abated over time. In addition, LA has grown to be the second largest city in the United States, which is within the *most* populated county in America. Since the founding of the Los Angeles pueblo, the potential for disaster in both the County and LA has grown monumentally.

The County needs to address these disaster risks. It is imperative to make buildings earthquake resistant. There are numerous buildings, many of them government buildings, in Southern California that do not meet current building codes related to seismic safety. Again, this is a disaster waiting to happen at any moment of any day.

⁸ The Mayoral Seismic Task Force, City of Los Angeles, “Resilience by Design”, 2014, p.4, www.ladbs.org/docs/default-source/publications/misc-publications/resilience-by-design.pdf

⁹ Ibid.

¹⁰ US Geological society. Can You Predict Earthquakes? 2024. <https://www.usgs.gov/faqs/can-you-predict-earthquakes>

¹¹ A recognized expert in resilience from Florida International University

¹² Aris Papadopoulos, *Resilience – The Ultimate Sustainability*, p. 22-25,, ISBN 978-0-9861816-1-0, copyright 2016

Southern California is prone to major earthquakes. Fortunately, the County has not had a major earthquake since the Northridge earthquake in 1994. Many experts continue to indicate that we are “overdue” for a major earthquake in southern California. The U.S. Geological Survey says the probability of a magnitude 6.7 quake hitting the L.A. area again within 30 years is sixty percent. In addition, there is a 46% chance of a magnitude 7.0 and a 31% probability of a magnitude 7.5.¹³ The probability of an earthquake of a magnitude greater than 6.7 striking somewhere in California within the next 30 years is greater than 99%.¹⁴

Following devastating earthquakes near the Syrian/Turkish border (February 2023), County Board of Supervisors (BOS) approved a motion by Supervisor Holly Mitchell, which states:

“To Instruct the Director of Public Works, in collaboration with the Interim County Counsel, to prepare proposed updates to the County’s Building Code to require that all high-rise non-ductile concrete buildings, in the unincorporated areas of the County or owned by the County, be retrofitted within ten years from the date the updated ordinance goes into effect.”¹⁵

There have been several reports published over that last few years what have highlighted the many County owned buildings that are not resilient to a major earthquake.¹⁶ One of the purposes of this Committee investigation is to determine the progress made to retrofit older County owned buildings and measure progress against stated goals. It should be noted that although other jurisdictions within the County own buildings that require seismic retrofit, this report focuses on those buildings owned by the County only.

There are more than 100 faults within the County.¹⁷ A major earthquake on any of the faults that crisscross the LA basin, could topple many buildings in the County

Including major County governmental buildings, which were constructed prior to 1977. Importantly, the building codes allowed for the use of non-ductile cement in their construction before that date.

To prepare for the powerful shocks of a high-magnitude earthquake, cities must first prioritize building resiliency.

“There is a recognition that we’re not going to make our infrastructure earthquake-proof. There’s just no way that that’s affordable. So resilience is the key,” UCLA Professor Scott Brandenberg recognized.¹⁸ “Resilience is not about preventing damage from happening. It’s about being ready

¹³ <https://www.msn.com/en-us/weather/other/is-los-angeles-due-for-another-major-earthquake/ar-AA1n8NIH>

¹⁴ [California Earthquake Map - Fault Lines, Zones & Risks by County | CEA \(earthquakeauthority.com\)](https://www.earthquakeauthority.com/california-earthquake-map-fault-lines-zones-risks-by-county)

¹⁵ 28 Feb 2023 LA County Board of Supervisors Meeting [Statement Of Proceedings \(lacounty.gov\)](https://file.lacounty.gov/SDSInter/bos/sop/1138590_022823.pdf)
https://file.lacounty.gov/SDSInter/bos/sop/1138590_022823.pdf

¹⁶ <https://pubs.usgs.gov/publication/pp1360> & <https://www.latimes.com/science/story/2021-03-24/los-angeles-biggest-earthquake-threat-san-andreas-big-one>

¹⁷ [California Earthquake Map - Fault Lines, Zones & Risks by County | CEA \(earthquakeauthority.com\)](https://www.earthquakeauthority.com/california-earthquake-map-fault-lines-zones-risks-by-county)

¹⁸ <https://www.smartcitiesdive.com/news/weaving-earthquake-risk-into-city-resiliency-plans/586771/>

so that you can recover quickly without significant disruption to society.”¹⁹ It’s pre-planning for mitigation of disaster.

This Report will address a short history of earthquakes in the County and what has been done regarding earthquakes in the County since the 1994 Northridge earthquake. Further, the Report will also focus on how existing programs can be expanded to include larger geographic areas, without having the entire County compete for a limited number of structural engineers and building contractors, that will be needed to retrofit substandard buildings. Finally, this report will describe which County buildings should be subject to retrofitting or, in the alternative be re-built.

The Committee will also provide real-time observation of an earthquake in progress to aid in their understanding of what can happen during a major earthquake.

A relevant video can be viewed at the following: www.youtube.com/watch?v=ixVVuN-mF1M

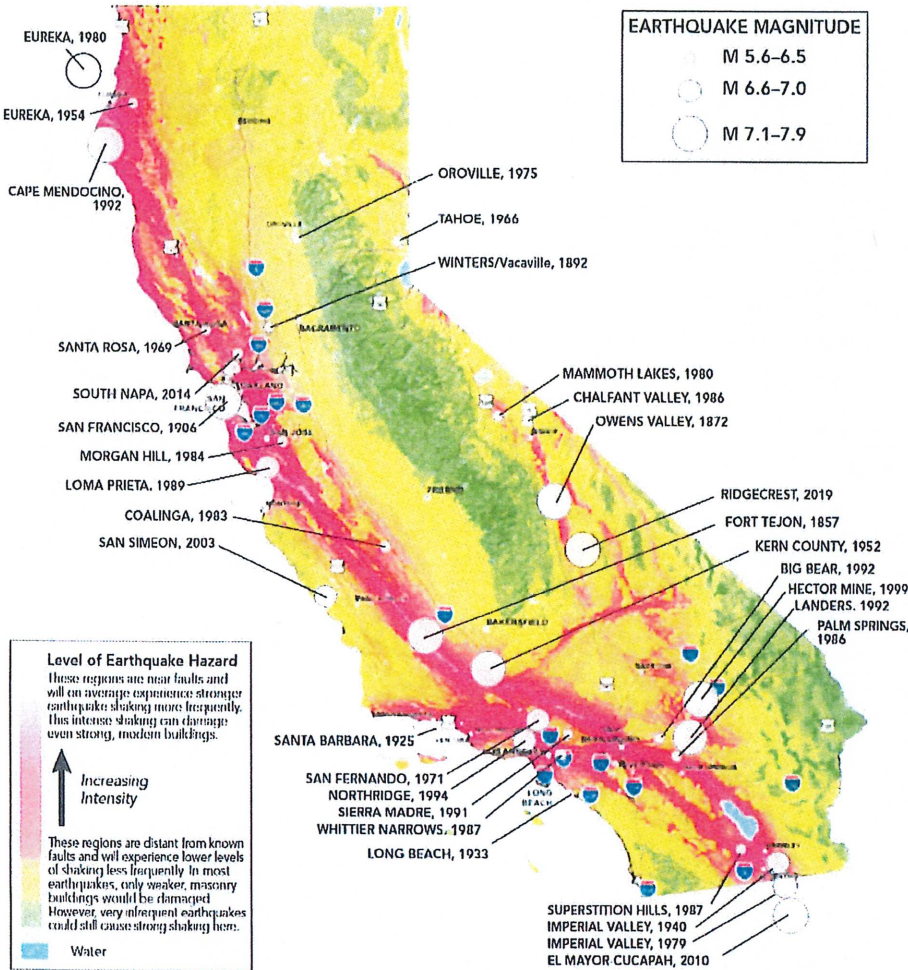
This report will *not* discuss landslides, soil liquefaction or tsunamis, which can be side effects of a large earthquake.

¹⁹ Ibid

BACKGROUND

History of Earthquakes Using Maps

California has a long history of earthquakes. But some of them were so long ago, that many of the current residents of the County have never experienced one. The following maps and table show and refer to the largest earthquakes that have appeared throughout the state and on each known major fault within the County.











Source: California Geological Survey Map and U.S. Geological Survey²⁰

²⁰ This state-wide map is from the California Seismic Safety Commission, "Home Owners Guide to Earthquake Safety", 2020 Edition, Page 10.

HISTORY

The following table detail the history of major earthquakes in Los Angeles County: ^{21, 22, 23, 24}

Recorded Date of Historic Earthquake Event (Chronologically)	Geographic Location Coordinates for the Event's Epicenter	Corresponding Fault Line Name within Los Angeles County	Earthquake's Richter Scale Magnitude Reading	Fault Line's Estimated Maximum Magnitude Output	Fault Line Color for Map (Next Page)
January 9, 1857	35° 43' N, 120° 19' W	Fort Tejon (San Andreas)	7.9	8.0 <i>(Southern Section)</i>	
March 10, 1933	33° 37' N, 117° 58' W	Long Beach (Newport/Inglewood)	6.4	7.4	
February 9, 1971	34° 24.67' N, 118° 24.04' W	San Fernando (San Fernando Fault Zone)	6.5	8.0	
October 1, 1987	34° 03.68' N, 118° 04.71' W	Whittier <i>(Whittier Narrows)</i>	5.9	7.2	
January 17, 1994	34° 12.80' N, 118° 32.22' W	Northridge* <i>(Northridge Blind Thrust)</i>	6.7	8.0	
<i>No Historic Event On Record</i>		Palos Verdes		8.0	
<i>No Historic Event On Record</i>		Puente Hills <i>(Thrust Fault)</i>		8.0	
28 March 1992	34° 13' N, 116° 26' W	Emerson/Landers **	7.3	7.5	

*Northridge Blind Thrust is within the San Fernando Fault Zone.

** Even though the epicenter for this earthquake is not in Los Angeles County the earthquake was felt throughout the County.

*** The source of the base of the following map is identified as being from esri. The highlights were added by the Committee. The highlights added by the Committee are approximations of the locations of the major faults. The Committee could not find another map that presents the information in this way.

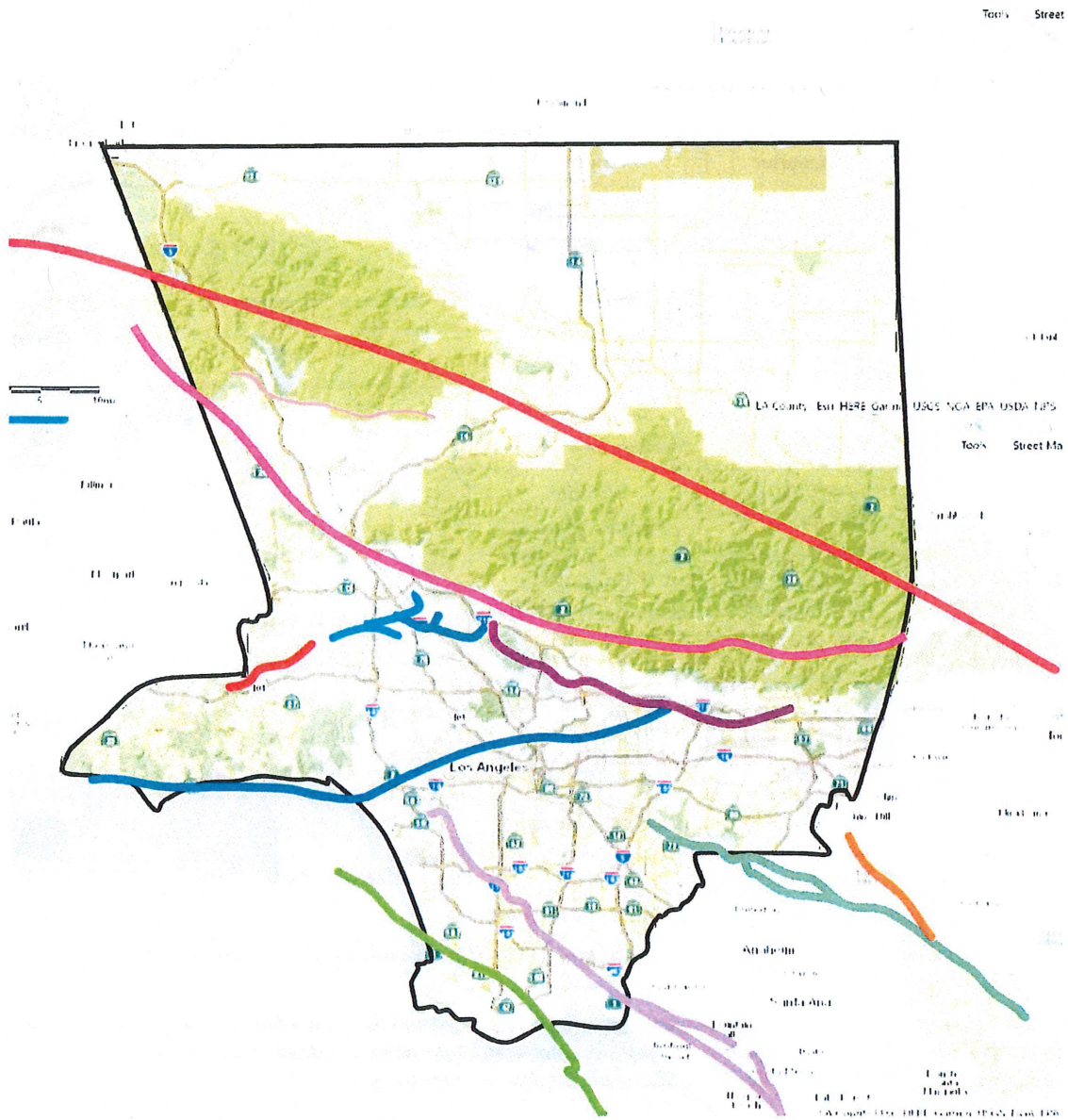
²¹ <https://www.usgs.gov/programs/earthquake-hazards/science/>

²² <https://scedc.caltech.edu/earthquake/>

²³ <https://www.earthquakeauthority.com/california-earthquake-risk/california-earthquake-history-timeline>

²⁴ <https://www.conservation.ca.gov/cgs/earthquakes/bi>

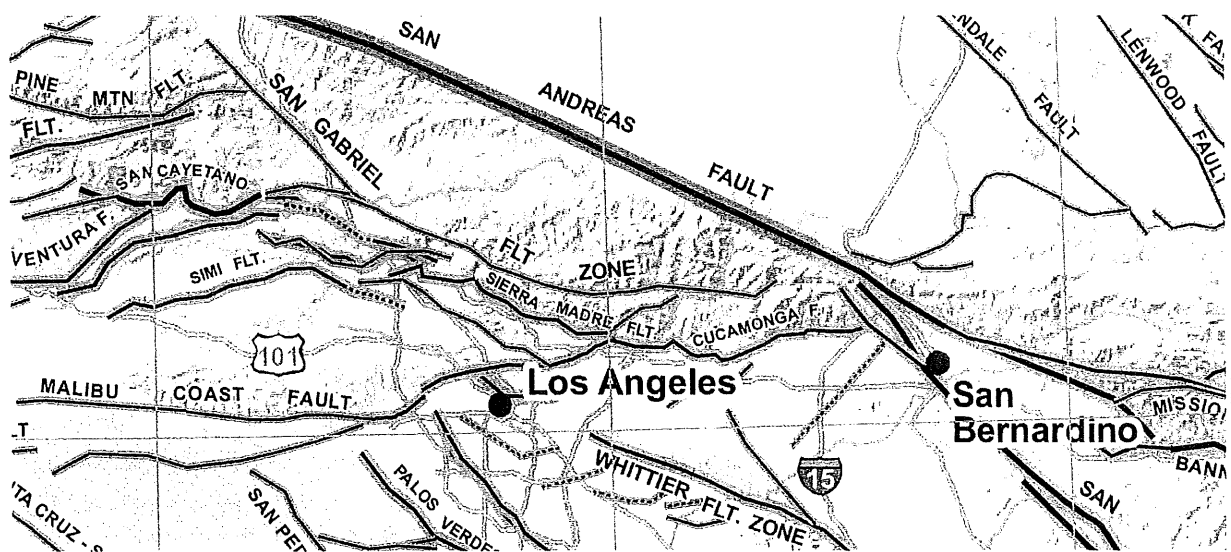
Largest fault zones impacting LA County:



There are numerous earthquake faults that crisscross southern California and especially the County. These faults can produce severe earthquakes. The major faults crossing southern California and the severity of earthquakes they can produce are shown [below/above].

The San Andreas Fault is the most worrisome since it is the one that has the potential to do the most damage. The **San Andreas Fault** is a continental right-lateral strike-slip transform fault that extends roughly 1,200 kilometers (750 mi) through the U.S. state of California. It forms part of the tectonic boundary between the Pacific Plate and the North American Plate. Currently, the accumulated stress on the Southern Part of the fault for an earthquake of 7.0 magnitude or greater to occur.²⁵

Faulting in California²⁶:



Building Code Changes due to Earthquakes

At the time of the 1906 San Francisco earthquake, many municipalities had building codes, but none of them addressed seismic impacts.²⁷ After the earthquake, there was much discussion about addressing earthquake engineering and these building codes. Professional associations in this field advocated for building code changes by requiring buildings to withstand some horizontal forces. In 1925, Santa Barbara became the first known city to change their code.²⁸

The Uniform Building Code (UBC) was first published in 1927. It was meant to promote public safety and standardize the code for many cities primarily in the western US. Updates were made

²⁵ <https://scedc.caltech.edu/earthquake/sanandreas.html>

²⁶ https://www.conservation.ca.gov/cgs/Documents/Publications/Map-Sheets/MS_054-2018-Faulting-in-California-Educators.pdf

²⁷ Stanford University and the 1906 Earthquake Centennial Commemoration, "Evolution of Codes", 2006, (accessed 21 March 2024), <http://quake06.stanford.edu/centennial/tour/stop10.html>

²⁸ Ibid.

to it approximately every three years until 1997, when it merged into the International Building Code (IBC).^{29 30 31}

The 1933 Long Beach earthquake occurred at 5:54 pm on a Friday after school was out--time which likely saved thousands of lives. One hundred and twenty schools in the Long Beach area were damaged of which seventy were completely destroyed.³² It wasn't long before it was recognized that unreinforced masonry (URM) and/or shoddy workmanship were responsible, along with³³ unfavorable soil conditions, which caused ground shaking and resulting liquefaction.³⁴

Within a month, California passed the Field Act³⁵ that mandated earthquake-resistant construction for public schools in California.³⁶ Other laws passed at the same time that banned URM construction³⁷ and that earthquake forces be taken into account, and that school buildings must be able to withstand lateral forces. The Act also established the Office of the State Architect (now known as the Division of the State Architect) to establish design standards. The plans for schools must be approved by the State Architect and on-going construction would be inspected periodically.³⁸

The 1939 Garrison Act³⁹ applied the Field Act standards to existing school buildings and if a structural engineer found a pre-1933 school building to be unsafe, it had to be updated to the California Building Code.⁴⁰ As of 2010, the Field Act currently applies to the design, construction, and renovation of all public K-12 and community college buildings in the state.⁴¹

By the late 1960s, structural engineers started considering not only the seismic forces, but also the movement or “ductility” of a structure during the earthquake.⁴² After the 1971 San Fernando earthquake which damaged many reinforced concrete buildings, these recommendations for providing ductility in concrete were adopted widely.⁴³ This earthquake also caused several hospitals to collapse.⁴⁴ As a result, the 1973 Alquist Hospital Safety Act mandated that new hospitals would have higher seismic safety standards. Just like the Field Act, it did not originally

²⁹ Handbook to the Uniform Building Code: an Illustrative Commentary. Whittier, Calif.: International Conference of Building Officials, c1988.

³⁰ www.iccsafe.org/about/who-we-are/

³¹ <https://finehomebuilding.com/2023/07/19/a-history-of-u-s-building-codes>

³² California Department of Conservation, (accessed 21 March 2024),

www.conservation.ca.gov/cgs/earthquakes/long-beach

³³ https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2007-03_field_act_report.pdf

³⁴ California Department of Conservation, (accessed 21 March 2024),

www.conservation.ca.gov/cgs/earthquakes/long-beach

³⁵ https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2007-03_field_act_report.pdf

³⁶ Ibid.

³⁷ https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2007-03_field_act_report.pdf

³⁸ Ibid.

³⁹ https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2007-03_field_act_report.pdf

⁴⁰ Stanford University

⁴¹ https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2007-03_field_act_report.pdf Act

⁴² Stanford University

⁴³ Ibid.

⁴⁴ Ibid.

apply to existing structures until pressure mounted that the 90% of hospitals that were built before the Act should also be retrofitted.⁴⁵ Senate Bill 1953 was then passed in 1994 to require acute care facilities that were built before 1973 to be upgraded by 2008 so that the structure should not pose a significant threat to life and also by 2030 to be able to continue providing service to the public after disasters. A hospital's license would then be revoked if it was not in compliance by these dates.⁴⁶

What Has Been Done Since the Northridge Earthquake?

The ShakeOut Scenario (2008)

For the last 300 years, there hasn't been a single earthquake on the southernmost part of the San Andreas Fault. Plate tectonics are still pushing Los Angeles towards San Francisco at the same rate as fingernails grow—about two inches per year. Los Angeles is on the Pacific plate, while San Francisco is on the North American plate. The boundary between these plates is the San Andreas Fault. There is no way to stop their movements.⁴⁷

It may seem strange, but the San Andreas Fault produces *only* big earthquakes because it is what is considered a “weak” fault. The edges have been ground so smooth, across millions of years, that it no longer has rough spots to stop a rupture. They have been smoothed down so much that when an earthquake begins, there is nothing to stop it. If it ruptures as far as central California (in the San Luis Obispo area), it will hit an area that acts differently. The energy there “oozes” in small amounts, possibly acting like a pressure valve.⁴⁸

In 2008, Dr. Lucy Jones was a science advisor for risk reduction at the U.S. Geological Survey (USGS). She led a team of more than 300 experts in a project called “The ShakeOut Scenario”. It looked at the implications of a major earthquake in Southern California. The research team created a model of an earthquake that moved across the lower 200 miles of the San Andreas Fault, from near the Mexican border to the mountains north of Los Angeles. Their project, which covered 8 counties, was to be used as a foundational baseline for emergency responses and preparedness. It was intended to also lead to public discussion and feedback about the project.⁴⁹

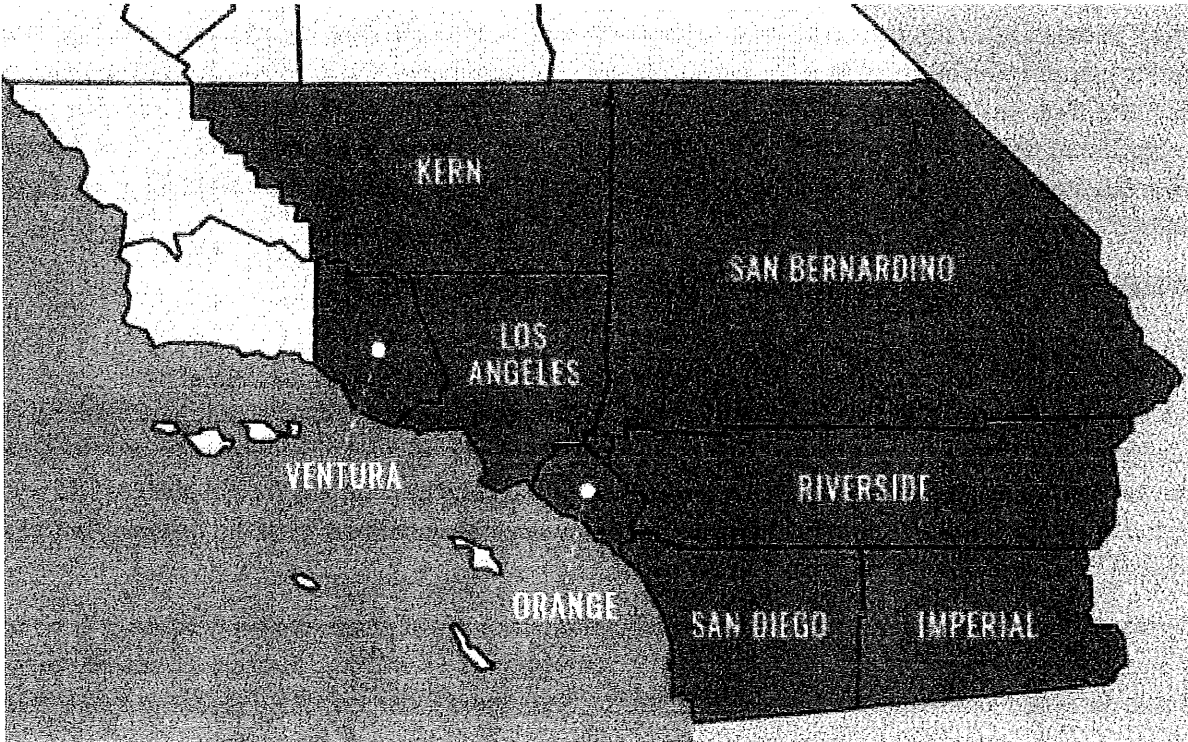
⁴⁵ Ibid.

⁴⁶ Ibid.

⁴⁷ Dr. Lucy Jones, p 1-2, *The Big Ones: How Natural Disasters Have Shaped Us (and What We Can Do About Them)*, New York: Doubleday, 2018

⁴⁸ Ibid, p 4

⁴⁹ Lucile Jones et al., for the U.S. Geological Survey (Report 2008-1150) and the California Geological Survey (Report 25), *The ShakeOut Scenario*, 2008, p 2, <https://pubs.usgs.gov/of/2008/1150/of2008-1150small.pdf>



Map of Counties Included in The ShakeOut Scenario

Further, the ShakeOut Scenario was to identify the physical, social, and economic consequences of a major earthquake. This would enable residents to identify what they can change *now*, before the earthquake, and how to avoid catastrophic impacts *after* the earthquake. They chose to model a magnitude 7.8 earthquake on the southern part of the San Andreas Fault as a plausible event, and the fault most likely to produce a major earthquake. A magnitude 7.8 is not the largest earthquake that the San Andreas Fault can produce, nor is it the only fault to threaten our populated areas. However, the other earthquakes have a history of recurring in much longer intervals (i.e., thousands of years), whereas the San Andreas has generated earthquakes of the ShakeOut size, on an average of every 150 years. Moreover, for the portion of the fault being considered for the project, the last earthquake happened 300 years ago. Since the most likely initiation point would be one of the ends of the fault, it was decided to “start” the earthquake on the southern end, near the Salton Sea.⁵⁰

Physics-based computer simulations calculated the strength and length of shaking in various places and also the ground motion parameters that engineers use when estimating damage to buildings. Damage from the ShakeOut surface rupture was most serious where lifelines (roads, railroads, and utilities) cross the fault. These are mostly concentrated in mountain passes and this disruption has a major economic impact. The count of how many lines cross the San Andreas Fault in the area being considered was:

⁵⁰ Ibid.

- 966 roads that cross the faults (including 2 interstate and 4 state highways)
- 90 crossings of fiber optic cables
- 39 crossings of petroleum and natural gas pipelines
- 21 railroad crossings
- 32 aqueduct crossings and
- 141 overhead power lines.⁵¹

The ShakeOut Scenario estimated there would be between 10,000 and 100,000 separate landslides, with most in the eastern San Gabriel Mountains. Conditions that can lead to liquefaction are widespread throughout the 8-county area but require both strong shaking and a high ground-water table. However, tsunamis are not a big risk because fault lines evaluated in this study are not near the coast.⁵²

Engineering Impacts

In 2008, damages to buildings was estimated to be \$33 billion with two known building types posing the most risk to lives. These were the unreinforced masonry (where bricks or stone blocks with mortar form the load bearing walls) and non-ductile reinforced concrete buildings, which at that time, hadn't yet been retrofitted.⁵³ Although these buildings could no longer be built, some still exist and more recent ordinances aim to have them retrofitted.

Wood-framed buildings generally fare better during earthquake shaking, but some losses should still be expected, especially these⁵⁴:

“—older homes where the house is not bolted to the foundation or the cripple wall is not reinforced

-- buildings with a “soft first story” --- a large opening such as garage door or display windows on the first floor and without compensating reinforcement

-- buildings where building codes were not rigorously followed—a condition difficult to recognize until after the earthquake.”⁵⁵

Steel frame buildings built before 1994 were found with cracks after the 1994 Northridge earthquake. In the 1995 Kobe in Japan earthquake, similar damage was found buildings collapsing. There were special studies to compare these situations and it was thought that these buildings were subject to specific ground conditions that led to “amplified long period motions caused by resonance in the sedimentary basins, particularly the very deep Los Angeles Basin.” The area where this can happen is very large, as it was once a sea floor, and includes “much of the

⁵¹ Ibid., p 5

⁵² Ibid., p 5

⁵³ Ibid., p 6

⁵⁴ Ibid., p 7

⁵⁵ Ibid., p 7

urbanized areas of Los Angeles, Orange, Riverside and San Bernardino Counties.” Further study was outside the scope of the ShakeOut Scenario project.⁵⁶

California had been investing in some mitigation efforts that the Project felt had paid off. By having previously retrofitted highway bridges, converted ceramic insulators in the electric grid to polymers, and replaced cast iron pipes, this meant that many utilities would be better off and able to restore function more quickly.

Based on previous earthquakes, ShakeOut projected the number of fires that would be big enough to call the fire department. From the estimated 1,600 projected fires, 1,200 would be too big for one fire engine company to manage. The fires can grow quite large where there are many wood frame buildings and have a possible lack of water. This has been confirmed given the recent experience with wildfires in Southern California related to drought, and random events such as gender reveal parties, arson, and electric equipment malfunctions.⁵⁷

Social Impacts

Emergency services will be needed in the following areas:

- Crisis information (public information and responder communications);
- Search and rescue;
- “Victim” services (shelter, food, donated goods and services);
- Law enforcement (control, security, traffic control);
- Functions of emergency operation center;
- Fire suppression;
- Medical emergency response;
- Repair of utilities; and
- Debris removal.⁵⁸

Results from past earthquakes found that:

- “95% of rescues from downed buildings are carried out by fellow victims. Training ordinary citizens how to search safely could greatly reduce injuries.
- Many Emergency Operations Centers have not considered the impact of earthquakes on the contents of their Centers. Securing computers and desks and other non-structural mitigation activities would have large payoffs at low cost.”⁵⁹

Some deaths will be caused by collapsed buildings, falling debris and flying objects, or loss-of-control by drivers of automobiles, while some, as mentioned above, will be from fires. The ShakeOut Scenario estimated only 1,800 deaths, of which about half would be from fires, because of retrofitting over the years. There would be about 750 people with severe injuries who will require rapid medical care to survive. An estimated 50,000 people will have injuries that need

⁵⁶ Ibid., p 7

⁵⁷ Ibid., p 7

⁵⁸ Ibid., p 8-9

⁵⁹ Ibid., p 9

emergency room care. Further, mortality rates may also be higher if hospitals cannot function because damage roads may inhibit emergency personnel from transporting the injured to the emergency rooms.⁶⁰

Business Interruption

“The economic impact of the earthquake is not be limited to the structures and goods broken or burnt in the event. Much of the economic activity of the southern California region will be interrupted by the damage to structures and infrastructure. In particular, beyond their direct losses in stock (such as buildings, machines, and inventory), businesses will be unable to function because of loss of electricity, gas, water, and a transportation system. Some of the losses can be recaptured when the business resume but the amount recaptured decreases with time as customers and suppliers find alternatives. Because the duration of outage is so long, the lack of water conveyance becomes the largest factor in business interruption losses for the ShakeOut earthquake, resulting in \$50 billion [in 2008 dollars] in lost economic activity.”⁶¹

The ShakeOut Scenario will be far enough from the Los Angeles International Airport and the Ports of Los Angeles and Long Beach that their damage will be minimal. But this is not the case for other earthquakes. Since trains carry most of their cargo after it enters the county, and rail lines would be unusable, the economic disruption will depend on how rapidly the railways and highways can be re-built.

The ShakeOut Scenario found that previous efforts to reduce loss through mitigation before the event have been successful, but there are many more actions and policies that could be taken to improve resiliency and reduce loss from business interruption. Planning and preparedness can improve both personal and business resiliency.⁶²

The first ShakeOut Drill was performed on November 13 of the same year. The number of participants has steadily increased each year since and is even practiced in other countries.⁶³

City of Los Angeles’s “Resilience by Design” (2014)

Dr. Lucy Jones met Eric Garcetti soon after he became mayor of the City of Los Angeles. After he named her as the city’s Science Advisor for Seismic Safety⁶⁴, they formed a team to identify and address the city’s earthquake vulnerabilities. The city and her agency, the US Geological Survey (USGS), entered into a technical assistance agreement to use the results of the ShakeOut

⁶⁰ Ibid., p 9

⁶¹ Ibid., p 9

⁶² Ibid., p 11

⁶³ <https://www.shakeout.org/history/>

⁶⁴ Brianna Crandall, “Mayor Garcetti Announces Earthquake Plan for Los Angeles Buildings”, *FmLink*, January 21, 2015 (accessed 8 Apr 2024), www.fmLink.com/articles/mayor-garcetti-announces-earthquake-plan-for-los-angeles-buildings/

Scenario to help create a long-term plan for the city.⁶⁵ The city's plan was the result of a year-long collaboration among policymakers, technical experts, and community stakeholders. The policymakers represented all the divisions in the mayor's office while the USGS brought in technical experts.⁶⁶

The plan was released in 2014 by Mayor Garcetti under the title of "Resilience by Design".⁶⁷

The specific goals therein were:

STRENGTHEN OUR BUILDINGS

1. Soft-story retro-fit within 5 years. (How many buildings originally needed it and how many of those were public buildings?);
2. Non-ductile retro-fit within 25 years. (How many buildings originally needed it and how many of those were public buildings?);
3. Implement a Seismic Safety Rating System
4. Create a Back to Business Program; and
5. Mandatory Retrofit of Buildings that are Excessively Damaged in Earthquakes.

FORTIFY OUR WATER SYSTEM --

6. Develop an Alternative Water System for Firefighting;
7. Fortify the Los Angeles Aqueduct;
8. Fortify Other Aqueducts;
9. Fortify Water Storage;
10. Increase Local Water Sources;
11. Create a Seismic Resilient Pipe Network;
12. Implement a Resilience by Design Program at DWP; and
13. Develop a Statewide Seismic Resilience Bond Measure.

ENHANCE RELIABLE TELECOMMUNICATIONS --

14. Maintain Internet Access After Earthquakes;
15. Protect the Power System at Fault Crossings;
16. Create a Citywide Backup Internet System;
17. Fortify Cellular Towers; and
18. Advancement of Earthquake Early Warning.

As for the progress made on these goals, the Committee was able to find some progress on many of them:

⁶⁵ Science Application for Risk Reduction, "Dr. Lucy Jones to Advise the City of Los Angeles on Earthquake Vulnerabilities", February 19, 2014 (accessed 8 April 2024), www.usgs.gov/news/dr-lucy-jones-advise-city-los-angeles-earthquake-vulnerabilities

⁶⁶ Lucile Jones and Marissa Aho, "Resilience By Design", National Academy of Engineering: *The Bridge*, Summer 2019, www.nae.edu/19579/19582/21020/212135/Summer-Bridge-Issue-on-Engineering-for-Disaster-Resilience,

⁶⁷ Ibid.

Goal 1 and Goal 2. Retrofitting ordinance for soft-story and non-ductile cement buildings were passed in 2015 as ordinances 184081 and 183893 respectively.^{68 69} As of 2021, Los Angeles City has retrofitted more than 7,000 buildings.⁷⁰ Of the remaining 12,558 soft-story buildings and 1,222 non-ductile buildings that needed retrofitting, about 93% of these building have submitted their plans.⁷¹ A year later, 8,000 buildings were complete with an estimated \$1.3 billion spent.⁷²

In 2016, the year after the retrofit ordinances were passed, a cost-sharing agreement that had been previously debated with tenant rights organizations and apartment owners associations was resolved by ordinance 184080. The ordinance allowed building owners to pass through up to 50% of the cost of the required work, up to \$38 per month for each tenant.⁷³

Goal 3. The rationale behind having a building seismic rating system was to encourage buildings to be able to withstand larger stresses than we have had in the past by encouraging the owner to do more than the minimum building requirement. In other words, why retro-fit as needed just to satisfy today's requirements for the particular building type, when future earthquakes could reveal more shortcomings in how buildings were built?

Goal 4. A "Back To Business" program would allow businesses within a city to be voluntarily inspected now and if they appear to be up to current code, after a major earthquake, they would be the first buildings to be re-inspected. If the buildings were then found to still be safe, they could open up their business right away. This would also encourage the owners to voluntarily retro-fit now so they would be more likely to avoid excess damage later while also re-opening their businesses sooner.⁷⁴

The Dr. Lucy Jones Center for Science and Society, a non-profit, along with the North Valley Community Foundation and Wells Fargo have also developed a resource guide for small businesses and civic leaders to plan for how small business can become resilient. See their "Small Business Recovery to Resilience Guide"⁷⁵.

Goal 7. There are three aqueducts that are independently owned that import water to Southern California. They are the California Aqueduct that is part of a state system, the Colorado River

⁶⁸ https://www.ladbs.org/docs/default-source/publications/ordinances/14-1697-s2_ord_184081_2-19-16.pdf?sfvrsn=8e28e253

⁶⁹ https://www.ladbs.org/docs/default-source/publications/misc-publications/ordinance_183893.pdf?sfvrsn=cf96e053_6

⁷⁰ Ali Sahabi for Optimum Seismic, "Los Angeles Marks Earthquake Resilience Milestone", October 26, 2021, Accessed 18 March 2024, <https://www.optimumseismic.com/earthquake-resilience/los-angeles-marks-earthquake-resilience-milestone/>

⁷¹ Ibid.

⁷² Rong-Gong Lin II for *Los Angeles Times*, "L.A. hits \$1-billion earthquake milestone: 8,000 buildings retrofitted", October 20, 2020 (accessed 18 March, 2024), <https://www.latimes.com/california/story/2022-10-20/l-a-hits-1-billion-earthquake>

⁷³ Jones and Aho

⁷⁴ A sample plan can be located on pages 48-49 and Appendix C of page 111 in the "Resilience By Design" report, at d3n8a8pro7vnmx.cloudfront.net/mayorofla/pages/16797/attachments/original/1420504740/Resilience_by_Design_Full_Report_Dec_11_FINAL.pdf

⁷⁵ Dr. Lucy Jones Center for Science and Society et al, "Small Business Recovery to Resilience Guide", January 2023, accessed 22 April 2024, www.dr.lucyjonescenter.org/wp-content/uploads/2023/03/Small-Business-Recovery-to-Resilience-Guide-2023.pdf

Aqueduct, and the Los Angeles Aqueduct. Together, they provide about half of the water that is used in the County, but they all cross the San Andreas Fault.

The DWP developed a seismic enhancement project through the 5-mile-long Elizabeth Tunnel. They reinforced the tunnel at vulnerable locations, then installed two 24-inch diameter high-density polyethylene pipes for 800 feet. The objective was to increase the probability of being able to supply water across the fault zone for earthquake events that do not fully rupture the 9-foot wide horseshoe-shaped concrete-lined tunnel.^{76, 77}

Goal 11. The company Kubota (in Japan) has over a 100 year history of developing pipes. In 1974, they developed an earthquake-resistant ductile pipe and have several kinds of pipes today that have withstood earthquakes. Representatives from the DWP met with them and have since installed some of them here in a trial project.^{78&79}

Goal 12. Although the County still has a long way to go in making our water supplies more resilient, the DWP has identified many things yet to be done in a plan.⁸⁰

Goal 18. In 2019, an early warning app call ShakeAlertLA⁸¹ was released to the public for Apple and Android phones. It was the first early warning app in the county and would alert users if a magnitude 5.0 earthquake or higher occurred with the warning “EARTHQUAKE, EARTHQUAKE, EXPECT STRONG SHAKING. DROP, COVER, AND HOLD ON. PROTECT YOURSELF NOW!”

Since then, the original app has been replaced by a newer app called MyShake⁸² which covers the states of Washington, Oregon, and California, and is planned to go global eventually. It is created at UC Berkeley and is able to take the motion of the phone into account if the user allows it in their phone’s settings. After the earthquake, the user can also provide feedback as part of a citizen science project to learn more about earthquakes.

⁷⁶ Craig A. Davis and John E. Shamma, "Improving the Resilience of Southern California Water Supply Aqueduct Systems to Regional Earthquake Threats", National Academy of Engineering: *The Bridge*, vol. July 1, 2019, pp 60-69, www.nae.edu/19579/19582/21020/212135/212175/Resilience-by-Design

⁷⁷ Scott Lindvall et al, “Recharacterizing the Los Angeles Aqueduct Crossing of the San Andreas Fault for Improved Earthquake Resilience”, conference paper, 2018, [usgs.gov/publications/characterizing-los-angeles-aqueduct-crossing-san-andreas-fault-improved-earthquake](https://pubs.usgs.gov/publications/characterizing-los-angeles-aqueduct-crossing-san-andreas-fault-improved-earthquake) and/or [www.pubs.usgs.gov/publication/70210080](https://pubs.usgs.gov/publication/70210080)

⁷⁸ “Water Pipes that Won’t Break in an Earthquake: The Mission Inherited by Kubota’s Engineers”, February 28, 2022, accessed 22 April 2024, www.kubota.com/kubotastories/earthquake-resistant-water-pipes/index.html

⁷⁹ Art Haddaway (for WaterWorks.com), “Earthquake-Resistant Ductile Iron Pipe Makes U.S. Debut in Los Angeles”, April 15, 2015, accessed 22 April 2024, www.waterworld.com/drinking-water/distribution/article/16193807/earthquake-resistant-ductile-iron-pipe-makes-us-debut-in-los-angeles

⁸⁰ Craig A. Davis, “Implementing A Water System Seismic Resilience and Sustainability Program in Los Angeles”, accessed 22 April 2024, www.jwwa.or.jp/jigyoku/kaigai_file/seminar_04/america_06.pdf

⁸¹ Josh Haskell (for ABC7.com), “Earthquake Early Warning App for Los Angeles County Now Available for Download”, January 3, 2019, accessed 22 April 2024, abc7.com/early-warning-system-earthquake-alert-usgs-shakealert/5005402

⁸² myshake.berkeley.edu

There is also a desktop version that is being tested in some schools. The advantage here is that employees and students who do not have access to their phones during the day can still be alerted⁸³.

LA County’s Sustainability Plan “OurCounty” (2019)

This county-wide plan⁸⁴ has a general goal of resilience and recovering from disasters. But there aren’t specific goals related to earthquakes. But it does have specific goals for water supplies and Community Emergency Response Team (CERT) training (in English and other community languages).

Goal 1 of the plan is to have “Resilient and healthy community environments where residents thrive in place”. Strategy 1F is to “develop community capacity to respond to emergencies”. The action item referred to here is:

Countywide, the county started with an estimated 10,000 people having already taken Community Emergency Response Team (CERT) training since the program's introduction in the 1980s. Today a limited number of classes are offered in Spanish.

2025 Targets: 5,000 people trained on emergency response through the CERT program. Make 30% of CERT trainings available in non-English languages

2035 Targets: 10,000 people trained on emergency response through the CERT program. Make 40% of CERT trainings available in non-English languages

2045 Targets: 15,000 people trained on emergency response through CERT program. Make 60% of CERT trainings available in non-English languages

Work Planned for the County (2023-2024)

In 2023, the BOS asked Public Works (PW) to draft an ordinance for retrofitting that would only apply to non-ductile buildings but only for those over 75 feet tall.

In 2024, PW was prepared to present the proposed ordinance to the BOS at about the same time as this report was scheduled to be published probably in May 2024. The proposed text is shown in Appendix 2.

Ordinances in Other Cities

The website “SeismicOrdinances.com” has been making an attempt to follow the progress of various cities in their planning and enforcement of building retro-fits. Since the Committee will be making recommendations for the largest cities in the county to participate in retrofit projects, the table below includes the five largest cities (by population) after Los Angeles. The intent of this table is to capture where the county stands over-all as far as building retro-fits at this time.

⁸³ Julien Marty (for the Berkeley Seismology Lab), “MyShake Desktop App”, accessed 22 April 2024, www.caloes.ca.gov/wp-content/uploads/Earthquake-Tsunami-Volcano/Documents/Partner-Presentation-No-3-UC-Berkeley.pdf

⁸⁴ Los Angeles Countywide Sustainability Plan, 2019, (accessed 28 March 2024), <https://ourcountyla.lacounty.gov/wp-content/uploads/2019/07/OurCounty-Final-Plan.pdf>

Key for Table 1 below:

- The year range is the time span when an ordinance enforces retrofitting.
- “Plan” means the City is planning for the retrofit.
- “Proposal” means an ordinance is in the process of being implemented.
- “Rec” means the Committee will be making a recommendation.

City	Year Incorp. ⁸⁵	Population ⁸⁶	Soft Story	Non-Ductile Cement	Unreinforce d Masonry	Steel Frame	Back To Business plan
Los Angeles	1850	3,898,747	2015-2022 ^{87, 88, 89}	2015-2041 ^{90, 91, 92}			Yes
Unincorp. County	n/a	1,022,167	Plan	Proposal			
Long Beach ⁹³	1897	464,759	Plan, Rec	Plan, Rec	Plan		
Santa Clarita	1987	228,673	Rec	Rec			
Glendale	1906	196,543	Rec	Rec			
Lancaster	1977	173,516	Rec	Rec			
Palmdale	1962	169,450	Rec	Rec			
Torrance	1921	147,067	Plan	Plan		Plan	
Pasadena	1886	138,699	2019-2026 ⁹⁴				
Burbank ⁹⁵	1911	107,337			2020-2023 ⁹⁶		
Santa Monica ^{97, 98}	1886	93,076	2017-2025	2017-2027	2017-2019	2017-2037	
Culver City	1917	40,779	2021-2026 ⁹⁹				
West Hollywood ¹⁰⁰	1984	35,757	2017-2028 ¹⁰¹	2017-2037 ¹⁰²			
Beverly Hills	1914	32,701	2019-2023 ^{103, 104}				
City of Industry	1957	264					Rec
Vernon	1905	222					Rec

⁸⁵ https://file.lacounty.gov/SDSInter/lac/1043530_09-10CitiesAlpha.pdf

⁸⁶ Ibid

⁸⁷ www.ladbs.org/services/core-services/plan-check-permit/plan-check-permit-special-assistance/mandatory-retrofit-programs/soft-story-retrofit-program

⁸⁸ www.ladbs.org/docs/default-source/publications/misc-publications/ordinance_183893.pdf?sfvrsn=cf96e053_6

⁸⁹ www.ladbs.org/docs/default-source/publications/ordinances/14-1697-s2_ord_184081_2-19-16.pdf?sfvrsn=8e28e253_8

⁹⁰ www.ladbs.org/services/core-services/plan-check-permit/plan-check-permit-special-assistance/mandatory-retrofit-programs/non-ductile-concrete-retrofit-program

⁹¹ ladbs.org/docs/default-source/publications/misc-publications/non-ductile-concrete-retrofit-owner-guide.pdf?sfvrsn=666df853_8

⁹² www.nonductileretrofit.com/assets/pdf/ordinance_183893-los-angeles.pdf

⁹³ Long Beach Building Resiliency Program, Sept 25, 2023 (accessed 19 April 2024), <https://caanet.org/u/2023/11/Long-Beach-Building-Resiliency-Program-9-25-23.pdf>

⁹⁴ Soft-Story Retro-fit Ordinance, May 20, 2019, <https://www.cityofpasadena.net/planning/soft-story-retrofit-ordinance/>

⁹⁵ Burbank Seismic Retrofitting, (accessed 18 April 2024), www.burbankca.gov/web/community-development/building-codes

⁹⁶ Reinforced Concrete and Masonry Wall Buildings, Seismic Ordinances.com, www.seismicordinances.com/reinforced-concrete-and-masonry-wall-buildings/burbank

⁹⁷ Santa Monica Retrofit Program, (accessed 18 April 2024), www.santamonica.gov/programs/seismic-retrofit-program

⁹⁸ Years extracted from <https://www.smgov.net/uploadedFiles/Departments/PCD/Programs/Seismic-Retrofit/Seismic%20Retrofit%20Noticing%20Schedule.pdf>

⁹⁹ Culver City Seismic Retrofit Ordinance, accessed 18 April 2024, www.culvercity.org/City-Hall/Reports-policies-local-laws/Seismic-Retrofit-Program

¹⁰⁰ WeHo Seismic Retrofit Program, accessed 18 April 2024, www.weho.org/city-government/city-departments/community-development-department/building-and-safety/seismic-retrofit

¹⁰¹ <https://www.weho.org/home/showpublisheddocument/31443/636293170195230000>

¹⁰² <https://www.weho.org/home/showpublisheddocument/34421/636404642325770000>

¹⁰³ www.beverlyhills.org/departments/communitydevelopment/developmentservicespermitcenter/seismicretrofitprogram/

¹⁰⁴ www.beverlyhills.org/cbhfiles/storage/files/405179943937472210/SeismicRetrofitOrdinance-WoodframeSoftstoryBuildingsNo.18-O-2767.PDF

Table 1. Current and Future Building Retrofitting by City

Long Beach Earthquake Ordinances¹⁰⁵

Long Beach is planning to build a Building Resiliency Program. They will be inventorying the types of buildings they have but are planning on focusing on businesses and multi-family buildings. They currently have voluntary retrofit for soft-story and reinforced concrete and non-ductile cement.

Santa Clarita Ordinance

Santa Clarita does not appear to have an earthquake ordinance. Although it is one of the youngest cities in the county and there has been a lot of building recently, the buildings that existed before it was incorporated should be analyzed to see which, if any, should be retrofitted.

Glendale Earthquake Safety Element

It appears that Glendale does not have an ordinance on earthquakes, but their Safety Element contains information on hazardous earthquakes that happen in Glendale.

The Safety Element Technical Background Report to the Safety Element contains the detailed technical analysis and maps used to prepare the Element. They can be found here on the City of Glendale Website.^{106,107}

Because of the statewide Unreinforced Masonry Law of 1986 that required cities in seismic zone 4 to identify hazardous unreinforced masonry buildings in their jurisdiction to be notified of potential seismic hazards and needed to be retrofitted, most of the buildings were improved. As of 2002, of the 703 buildings that were identified, only 2 were still not.¹⁰⁸

Lancaster Municipal Code

Lancaster does not appear to have an earthquake ordinance.

Palmdale Municipal Code

According to the Palmdale Municipal Code section 113.5, construction limitations requires that: “No building or structure shall be constructed over or upon the trace of a known active earthquake fault which is shown on maps maintained by the City Engineer. The absence of a known active earthquake fault trace at the proposed building location shall be determined by the city engineer or a geologist...” “1. When the proposed building is within 50 feet (15,240 mm) of that line designated by the Building Official as the assumed location of a known active earthquake fault on the aforementioned maps” and “2. When the proposed building is within 50 feet (15,240 mm)

¹⁰⁵ www.seismicordinances.com/wood-frame-soft-story-structures/long-beach

¹⁰⁶ www.glendaleca.gov/home/showpublisheddocument/4541/635242148291600000

¹⁰⁷ www.glendaleca.gov/home/showpublisheddocument/4543/635242148297370000

¹⁰⁸ p 2-2 of www.glendaleca.gov/home/showpublisheddocument/4551/635242148319870000

of the most probable ground location of the trace of a known active earthquake fault shown on the aforementioned maps.”¹⁰⁹

Pasadena’ Mandatory Seismic Retrofit Ordinance

In May 2019, Pasadena passed the Mandatory Seismic Retrofit Ordinance. The city did so because: “With an aging building stock in a seismically active region, Pasadena understood the need for a local ordinance requiring seismic retrofits to certain categories of potentially vulnerable buildings. The ordinance covers soft-story buildings, which are “wood-framed buildings with more than one story that typically have extensive ground story windows, garage doors, or open-air spaces (such as parking, with or without garage doors, large window openings, etc.) with little or no solid walls.” According to the Pasadena city website, in the 1989 La Prieta and 1994 Northridge earthquakes “... soft-story buildings accounted for significant human loss and property damage.” Wood soft-story buildings in Pasadena require evaluation and possible retrofit.¹¹⁰

Santa Monica Seismic Retrofit Ordinances

Not only does Santa Monica have a retrofit ordinance for each building type discussed in this report, but it also has one for Concrete Tilt-Up, a building type not discussed in this Report.¹¹¹

City of Industry

This city is geographically small at 12.5 square miles with an estimated population of 800, although the 2022 census showed less than that. They have many business there that are primarily devoted to light manufacturing, warehousing and distribution.¹¹² Rather than focusing on earthquake retrofitting here, the Committee thinks their businesses would benefit from a Back To Business plan with voluntary retrofitting where needed.

City of Vernon

Vernon was founded as the first exclusively industrial city in the Southwestern US. As an industrial city of 5.2 square miles just southeast of downtown Los Angeles, they have about 1,800 businesses that employ about 50,000 people. The businesses are in the categories of food and agriculture, apparel, steel, plastics, logistics, and home furnishings.¹¹³ The Committee would also like to see them create a Back to Business plan, for any businesses that need retrofitting, to do it voluntarily.

¹⁰⁹ <https://www.codepublishing.com/CA/Palmdale/#!/html/Palmdale08/Palmdale0804.html>

¹¹⁰ <https://www.cityofpasadena.net/planning/soft-story-retrofit-ordinance/>

¹¹¹ www.smgov.net/uploadedFiles/Departments/PCD/Programs/Seismic-Retrofit/Seismic%20Retrofit%20Noticing%20Schedule.pdf

¹¹² www.cityofindustry.org/city-hall

¹¹³ cityofvernon.org/about/about-vernon

METHODOLOGY

To conduct this investigation, the Committee started by searching online for what steps the County has taken to help its citizens prepare for an earthquake since the Northridge earthquake. Scientists, engineers, and other interested people often learn from each earthquake and as a result, sometimes the state building code is updated.¹¹⁴ For instance, after earthquakes in Turkey and Syria killed 50,000 people, the BOS voted that the County's building code should require all non-ductile high-rises to be retrofitted within 10 years. The motion by the BOS will apply to all buildings in the unincorporated areas of the county and buildings owned by the county.¹¹⁵

The Committee searched the archives of the Los Angeles Times to determine which County-owned buildings are made of non-ductile cement that require retrofitting to comply with the structural integrity requirements of the State of California Building Code. The Committee confirmed this information with the Los Angeles County Department of Public Works. We also discussed earthquake preparedness with representatives from the Los Angeles County Internal Services Division. The committee interviewed personnel at the Los Angeles County Department of Public Works to learn about the process to retrofit these buildings. The committee also interviewed the Los Angeles County Chief Executive Officer (CEO) to learn about the contracting process for the building retrofit. The committee reviewed various web sites to gain an understanding of non-ductile cement. We reviewed FEMA documents to learn about earthquake (seismic) retrofit considerations. We also reviewed earthquake data on the Southern California Earthquake Data Center (scedc.caltech.edu) site, the United States Geological Survey (usgs.gov) site, the California Geological Survey (conservation.ca.gov/cgs) and the California Earthquake Authority (earthquakeauthority.com).

¹¹⁴ Los Angeles Building Code - http://lacounty-ca.elaws.us/code/coor_title26/
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances

¹¹⁵ Minutes from the Feb 28, 2023 BOS meeting, (accessed 29 Mar 2024),
www.file.lacounty.gov/SDSInter/bos/sop/1138590_022823.pdf

DISCUSSION

HALL OF JUSTICE

The Hall of Justice suffered damage severe enough in the 1994 Northridge Earthquake to cause Los Angeles County to remove all occupants from this building. The building was renovated but was not allowed to be occupied until 2015.¹¹⁶

MEDICAL EXAMINER OFFICE

The Medical Examiner informed us during an interview that sufficient facilities for handling the deceased may not be available following a major earthquake since the Medical Examiner facilities have not been retrofitted for earthquake safety. Also, since the San Andreas fault bisects Los Angeles County the auxiliary facilities in the Antelope Valley may not be accessible. The Medical Examiner doesn't have specific plans to accommodate this type of disruption.

PORTS OF LOS ANGELES AND LONG BEACH

In the event of an earthquake, transportation venues from the ports to distribution centers may be blocked or otherwise unavailable. Plans should be made to accommodate possible transportation disruption.

EARTHQUAKE HAZARDS

It should be noted that no one can predict an earthquake. An earthquake prediction must include three elements: 1) the date and time, 2) the location, and 3) the magnitude. There is no science that currently allows this type of prediction.¹¹⁷ Therefore, one has to prepare for an earthquake that might occur at any time and without warning.

Mr. Papadopoulos who was identified earlier in this report has promulgated four rules of disaster risk. They are:

- 1) Disaster risk grows exponentially with hazard risk
- 2) Disaster risk grows with Urban Density even when hazard risk remains constant
- 3) Disaster risk is inversely proportional to resilience capacity and
- 4) Emergency capability required is inversely proportional to resilience capacity.¹¹⁸

All of these tenets apply to Los Angeles County. Los Angeles County is a major urban area which is prone to earthquakes. The risk of earthquakes in Los Angeles County has not changed in historic times but the city has grown to the second largest urban area in the United States in the last 250 years. Therefore, the potential for disaster in Los Angeles County has grown significantly. This needs to be addressed.

¹¹⁶ <https://www.historicresourcesgroup.com/projects/hall-justice/>

¹¹⁷ <https://www.usgs.gov/faqs/can-you-predict-earthquakes>

¹¹⁸ Resilience – The Ultimate Sustainability, page 22, Aris Papadopoulos, ISBN 978-0-9861816-1-0, copyright 2016

There are more than 100 faults within Los Angeles County¹¹⁹. A major earthquake on any of the faults that crisscross the Los Angeles basin could topple many buildings in Los Angeles County including major Los Angeles County governmental buildings all of which were constructed prior to 1977 when the building codes allowed for the use of non-ductile cement in their construction.

This report will address a short history of earthquakes in the county, what has been done since the 1994 Northridge earthquake, and how the existing programs can be expanded to include larger geographic areas without having the entire county compete for the limited number of structural engineers and building contractors at the same time. It will also describe which public buildings should be subject to retrofitting or be re-built.

This includes making buildings earthquake resistant. There are numerous buildings in Southern California that do not meet current building codes related to seismic safety. Many of these are government buildings. Southern California is prone to major earthquakes. Fortunately, Los Angeles County has not had a major earthquake since the Northridge Earthquake in 1994. Many experts continue to indicate that we are “overdue” for a major earthquake in Southern California. The U.S. Geological Survey says the probability of a magnitude 6.7 quake hitting the L.A. area again within 30 years is 60%. There’s a 46% chance of a magnitude 7.0 and a 31% probability of a magnitude 7.5.¹²⁰ The probability of an earthquake of a magnitude greater than 6.7 striking somewhere in California within the next 30 years is greater than 99%.¹²¹

There have been several reports published over that last few years that highlight that many Los Angeles County owned buildings are not sufficiently sturdy to withstand a major earthquake. The Los Angeles Times published an extensive report.¹²²

The County of Los Angeles is currently working on what they identify as “High Rise” buildings made of non-ductile cement. There are five such buildings owned by Los Angeles County. They are the Hall of Administration, Hall of Records, County General Hospital, County/USC Intern and Residence Building, and the Health Services Building.¹²³

Building Construction Types with Examples

The four problematic building methods that have impacts on being able to survive an earthquake are:

- 1) Soft-First Story;
- 2) Non-Ductile Reinforced Concrete;
- 3) Unreinforced Masonry (URM); and
- 4) Steel Framed.

¹¹⁹ [California Earthquake Map - Fault Lines, Zones & Risks by County | CEA \(earthquakeauthority.com\)](#)

¹²⁰ [Is Los Angeles due for another major earthquake? \(msn.com\)](#)

¹²¹ [California Earthquake Map - Fault Lines, Zones & Risks by County | CEA \(earthquakeauthority.com\)](#)

¹²² <https://www.latimes.com/california/story/2023-03-27/concrete-buildings-la-county>

¹²³ Interview with Los Angeles County Department of Public Works personnel

Each of these methods is described and pictured below along with how much progress has been made in strengthening buildings of each type.

Soft-First Story

Soft-First Story buildings have a ground floor with a large door or window on at least one side where reinforcement is absent. Some examples of Soft-First Story buildings are garages with typical garage doors or showcase windows in stores.¹²⁴



ssc.ca.gov/wp-content/uploads/sites/9/2020/08/20-01_hog.pdf – page 22

Non-Ductile Reinforced Concrete

Non-ductile concrete buildings are structures that contain brittle concrete elements (columns, beams, walls, and connections) that tend to perform poorly during earthquakes due to the limited

¹²⁴ [What is soft-story seismic retrofitting? | HowStuffWorks](#)

amount of provided reinforcing steel. In a concrete building designed per today's code standards, the reinforcing steel is designed to act as a strong cage, holding the concrete intact inside of the elements during an earthquake and allowing it to continue to support the building weight.

In a non-ductile concrete building, typically designed using older pre-1980's building codes, the elements have limited steel reinforcement to form a confining cage. As a result, the concrete element cracks and crushes, losing its ability to continue to support load as the concrete pieces spall or fall out of the cage. The building consequently may partially or fully collapse because of a large earthquake.¹²⁵

This potential for damage puts the occupant's safety at a tremendous risk, in addition to reducing or eliminating its ability to function. This type of non-ductile concrete construction has caused the loss of lives during earthquakes including the Mexico City earthquake (1985), Northridge earthquake (1994), and Christchurch New Zealand earthquake (2011). Concrete buildings designed and constructed prior to the 1976 building code are usually non-ductile, even if they are categorized as "reinforced concrete" buildings on building permits.¹²⁶

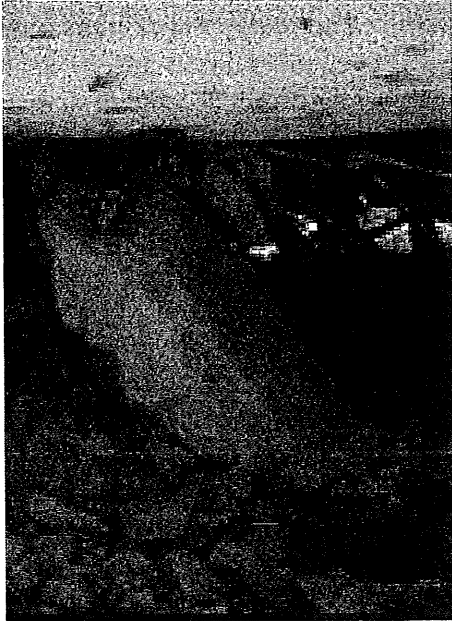
Non-ductile concrete refers to a type of concrete that lacks the ability to deform or stretch under stress. Unlike ductile materials that can withstand significant strain without fracturing, non-ductile concrete is brittle and prone to cracking. This lack of flexibility and tensile strength makes it vulnerable to structural failure, especially during seismic events.¹²⁷

Older high-rise buildings owned by Los Angeles County in and near downtown Los Angeles are made of non-ductile cement.

¹²⁵ Projects: Non-Ductile Concrete Buildings (degenkolb.com) <https://degenkolb.com/work/non-ductile-concrete-buildings/>

¹²⁶ Ibid

¹²⁶ Unveiling Non-Ductile Concrete: Understanding Its Properties - ScienceSphere.blog (semaforobares.com)



Picture from Non-Ductile Concrete Buildings (degenkolb.com) <https://degenkolb.com/seismic-ordinances/non-ductile-concrete-buildings/>

Frequently Asked Questions about non-Ductile Concrete buildings and Soft-Story Buildings in Los Angeles can be read at the website for the Structural Engineers Association of Southern California: <https://www.seaosc.org/la-retrofit-faq>

Unreinforced Masonry (URM)

[Grab photos from California Seismic Safety Commission, “Home Owners Guide to Earthquake Safety”, 2020 Edition, Pages 19 and 21.]

ssc.ca.gov/wp-content/uploads/sites/9/2020/08/20-01_hog.pdf

An unreinforced masonry building (UMB or URM building) is a type of building where load-bearing walls, non-load-bearing walls, or other structures, such as chimneys, are made of brick, cinderblock, tiles, adobe or other masonry material that is not braced by reinforcing material, such as rebar in a concrete or cinderblock.¹²⁸

¹²⁸ <https://mitigation.eeri.org/wp-content/uploads/femap774.pdf>



ssc.ca.gov/wp-content/uploads/sites/9/2020/08/20-01_hog.pdf

An unreinforced masonry building (UMB or URM building) is a type of building where load-bearing walls, non-load-bearing walls, or other structures, such as chimneys, are made of brick, cinderblock, tiles, adobe or other masonry material that is not braced by reinforcing material, such as rebar in a concrete or cinderblock.¹²⁹

If a home has walls built of unreinforced masonry— brick, hollow clay tiles, stone, concrete blocks, or adobe—the walls may be too brittle to resist earthquake shaking. As a result, the walls could collapse in an earthquake.¹³⁰

In California, a URM retrofit law was passed in 1986 but left up to the cities in earthquake-prone areas to enforce it. A few cities did that while in others they only required the owner to identify/acknowledge it.

“In California, there are also other types of mandatory seismic ordinances that apply to structure types such as unreinforced masonry (URM) buildings. The California URM Law was passed in 1986 and required local governments in high seismic zones to *develop an inventory* for URM buildings and establish a loss-reduction program. For a handful of California cities, ordinances requiring seismic retrofit were passed—but in the majority of cities, the local ordinances only required that owners identify buildings as being vulnerable. Typically, mandatory compliance dates for URM buildings in California covered by this older generation of seismic ordinances have passed, meaning that most of the buildings in California covered by these older ordinances should be in compliance. Because of this, SeismicOrdinances.com does not address URM ordinances in

¹²⁹ [Ibid](#)

¹³⁰ [Homeowner’s Guide to Earthquake Safety \(ca.gov\) https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/20-01_hog.pdf](https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/20-01_hog.pdf) Page 21

California. Those requiring specific information on URM ordinances in California should contact their municipality directly.”—from Seismic Ordinances.com]¹³¹

Steel Framed

Steel frame is a building technique with a "skeleton frame" of vertical steel columns and horizontal I-beams, constructed in a rectangular grid to support the floors, roof and walls of a building which are all attached to the frame. The development of this technique made the construction of the skyscraper possible. ¹³²



FEMA Guidelines

Design of the structural system of a building must incorporate several important features whether they are new buildings or older buildings undergoing seismic safety retrofit:¹³³

- Stable foundations;
- Continuous load paths;
- Adequate stiffness and strength;
- Redundancy;
- Regularity;
- Ductility and toughness; and
- Adequate separation from neighboring construction.

¹³¹ https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2005-02_urm.pdf Status of the Unreinforced Masonry Building Law

¹³² https://www.aisc.org/globalassets/modern-steel/archives/2007/03/2007v03_seismic-resistant_structures.pdf

¹³³ Earthquake Resistant Design Concepts, An Introduction to Seismic Concepts for New Buildings, Edition 2, Federal Emergency Management Agency (FEMA), P-749, September 2022, Paraphrased from Chapter 3, <https://www.fema.gov/emergency-managers/risk-management/earthquake/training/fema-p-749>

1. **Stable Foundations** - In addition to being able to support the weight of the structure without excessive settlement, the foundation system must be able to resist earthquake-induced overturning forces and be capable of transferring large horizontal forces between the structure and the ground without excessive settlement or sliding. Foundation systems also must be capable of resisting both transient and permanent ground deformations without inducing excessively large displacements in the supported structures.
2. **Continuous Load Paths** - A load path is a series of connected elements designed to deliver loads from their origin to the foundation. In steel construction, load path is achieved by bolted or welded connections between each of the framing elements. In reinforced concrete and masonry structures, continuous reinforcing bars must run throughout the structure to tie it together.
3. **Adequate Stiffness and Strength** - Strong earthquake shaking will induce both vertical and lateral forces in a structure. The lateral forces that tend to move structures horizontally have proven to be particularly damaging. If a structure has inadequate lateral stiffness or strength, these lateral forces can produce large horizontal displacements in the structure and potentially cause instability.
4. **Regularity** - A structure is considered regular if the distribution of its mass, strength, and stiffness is such that it will sway in a uniform manner when subjected to ground shaking. For a regular building, lateral movement in each story and on each side of the structure will be about the same, as will the strength of the structure relative to the supported mass.
5. **Redundancy** - If all the strength and earthquake resistance of a structure are concentrated in only one or a few elements, the structure will not have any residual strength if those elements are seriously damaged, and this can lead to structural collapse. If a structure has redundancy, a large number of elements participate in providing the strength of the structure. If only a few are badly damaged, the remaining elements may have enough residual strength to prevent collapse.
6. **Ductility and Toughness** - Ductility and toughness are structural properties that relate to the ability of a structural element to sustain damage when overloaded while continuing to carry load without failure. These are extremely important properties for structures designed to sustain damage without collapse.

DESIGN PROCESS FOR RETROFITTING

Structural Engineer and Construction Manager normally take the lead in designing an earthquake retrofit for a building. However, they are assisted by designers of cladding, ceilings, lighting, HVAC, electrical and other systems. The overall design phase also includes accommodating current employees during the seismic retrofit process and ensuring that offices are secure. For example, can the employees work in the same locations during the retrofit or do they have to be

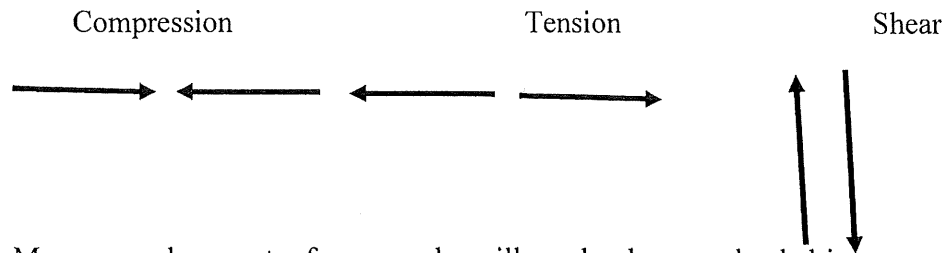
moved around the building or moved to another facility. The overall process involves the following.¹³⁴

1. Find original building design plans;
2. Inspect interior and exterior building to ensure current design actually matches original design plans;
3. Update design plans to match actual building design;
4. Design and document required seismic retrofit updates;
5. Determine Complete Cost to Retrofit;
6. Compare retrofit costs to demolish/re-build and/or purchase new facility to determine most efficient methodology;
7. Submit plans to approving authority to gain permits;
8. Approving authority issues required permits;
9. Permits posted at construction site;
10. Complete construction effort;
11. Test construction as necessary; and
12. Have independent inspector inspect construction to ensure compliance with building codes.¹³⁵

¹³⁴ Interview with Los Angeles County Department of Public Works 14 Dec 2023 and 26 Feb 2024 and Interview with Los Angeles County CEO 11 Jan 2024

¹³⁵ Earthquake Resistant Design Concepts, An Introduction to Seismic Concepts for New Buildings, Edition 2, Federal Emergency Management Agency (FEMA), P-749, September 2022, Paraphrased from Chapter 3, <https://www.fema.gov/emergency-managers/risk-management/earthquake/training/fema-p-749>

Forces That Impact Buildings during an Earthquake



Masonry and concrete, for example, will crush when overloaded in compression and will crack and pull apart when placed in tension or shear. Wood will crush when overloaded in compression, split when overloaded in shear, and break when overloaded in tension. Steel will buckle if overloaded in compression and will twist when loaded in bending, if not properly braced, but will yield when overloaded in tension. When steel yields, it stretches a great deal while continuing to carry load, and this property allows it to be used in structures of all types to provide them with ductility and toughness. ¹³⁶



A strong earthquake can cause the two sides of a fault to suddenly slide by one another. Even a relatively minor fault rupture can cause foundation and structural damage requiring expensive repairs.

Pilar Villamor, GNS Science, 2016

Picture from the California Seismic Safety Commission Homeowners Guide to Earthquake Safety Page 7 (ssc.ca.gov/wp-content/uploads/sites/9/2020/08/20-01_hog.pdf)

Los Angeles County-Owned Buildings

¹³⁶ ¹³⁶ Earthquake Resistant Design Concepts, An Introduction to Seismic Concepts for New Buildings, Edition 2, Federal Emergency Management Agency (FEMA), P-749, September 2022, Paraphrased from Chapter 4, <https://www.fema.gov/emergency-managers/risk-management/earthquake/training/fema-p-749>

Sample of Los Angeles County Buildings Using Non-Ductile Cement	
Building Name	Date Constructed
Los Angeles County Hall of Administration	1960
Los Angeles County Hall of Records	1962
Los Angeles County Hall of Justice	1925 – Damaged in Northridge Earthquake in 1994. Renovation Complete for occupation 2015
Chief Medical Examiner’s Office Building (1100 N. Mission)	1969
Los Angeles City Hall	1928 – Renovated in 1998
<u>L.A. County targets 33 buildings for seismic upgrades - Los Angeles Times (latimes.com)</u>	<u>https://www.latimes.com/california/story/2023-03-27/concrete-buildings-la-county</u>

There are 33 Los Angeles County-owned buildings that were built prior to 1977 that have not been renovated. The above table is a partial listing. The entire listing appears in Appendix 1. Many cities such as Los Angeles and Long Beach also have buildings of this vintage which have not been renovated. Most buildings built prior to 1977 use non-ductile concrete which at that time complied with existing building codes. Today building codes require reinforced ductile concrete to be used in building construction. The complete list of Los Angeles County owned buildings requiring earthquake safety retrofit is in Appendix 1.

The Capital Projects Department within the Building and Safety Division of the Public Works Department is responsible for ensuring Los Angeles County Buildings are compliant with the current building code. The current California Building Code (California Code of Regulations Title 24 Building Standards Code) incorporates earthquake safety standards. Part 2 contains structural safety requirements.

The process of retrofitting a building involves several steps. The first step is to locate the original plans to compare the actual construction of the building with the original plans and update the plans as necessary. The next step is to inspect the building to ensure that the building was actually constructed in accordance with the plans. The LA County Public Works Division has hired an independent construction manager to oversee this process. Part of this phase is to compare the actual construction of the building with the current building codes to plan the retrofit, which, in and of itself, is a several million-dollar effort. It involves locating plumbing lines, electrical lines, rebar, and other items that need to be accounted for and then determining what has to be improved. During this phase it has to be determined whether the retrofit process involves moving the current employees to another building or moving within the building. Then an analysis must be completed to determine whether the retrofit is the most economically viable solution. During this phase the effort to retrofit is compared to other options such as moving the employees and offices to other county-owned buildings, leasing or buying another acceptable building, or leveling the current

building and building a new facility from scratch. The next phase is to contract for the retrofit and begin the actual construction. Public Works would actually author the contract and oversee the construction effort. The CEO's office would ensure that the contract covers the construction effort and includes provisions for contingencies. It is estimated that the cost of the retrofit for the Hall of Administration is \$400 to \$700 million dollars. The other high-rise buildings that are the priority of the County are estimated to have a similar cost. Currently there is no funding available to complete the seismic safety retrofit effort.

Current Status of Los Angeles County Retrofit Effort

Los Angeles County is concentrating on retrofitting the five County-owned high rise buildings (More than 75 feet from ground level to highest occupied floor) made of non-ductile cement. These buildings are the Hall of Administration (500 W Temple), Hall of Records (320 W Temple), General Hospital (1200 N. State Street), LAC/USC Medical Center Interns and Residence Buildings (2020 Zonal), Health Services Building (313 N. Figueroa). The first building to be retrofitted is the Hall of Administration. Currently, the effort is in the design phase. A construction manager was hired to manage this process. A construction manager oversees and coordinates construction projects. Construction managers are responsible for planning, organizing, and managing all aspects of the construction process, from project initiation to completion. The first phase is to compare the as built configuration of the Hall of Administration to the original design drawings and update the drawings as necessary. This effort is estimated to cost about \$3 million dollars. A construction schedule and estimated cost to retrofit cannot be completed until the design phase is complete. However, very preliminary estimates indicate the cost to retrofit the Hall of Administration is between \$400 million and \$700 million.

This is the initial stages of this project. Once the design phase is complete a cost estimate and schedule need to be completed. Then a comparison of the retrofit activity with a "demolish and rebuild" activity with a purchase an existing building activity must be completed. Then a Request for Proposal needs to be completed and bids solicited. Finally, the winning bidder must be selected and actual construction initiated.¹³⁷

LESSONS FROM JAPAN

Japan has about one-fifth of the world's earthquakes¹³⁸ and they don't talk about earthquakes by magnitude, but by how much the earth shakes on a scale of 1 to 7.¹³⁹ (In this section of the report, Richter scores have a decimal indication in the number while Japanese earth movement scores are integers.) When there is a lot of damage, they figure out the problem and then upgrade the building code to make buildings more resilient.¹⁴⁰

¹³⁷ Interview with management of the Los Angeles County Department of Public Works – 23 Dec 2023

¹³⁸ Justin McCurry for The Guardian, "Tokyo Braces for Another 'Big One' on 100th Anniversary of Deadly Quake: Japan Has Learned Key Lessons from the 1923 Earthquake that Killed 105,000 People, but Rapid Growth of the Capital has Raised the stakes", August 31, 2023, (accessed 15 March 2024), www.theguardian.com/world/2023/sep/01/tokyo-braces-for-another-big-one-on-100th-anniversary-of-deadly-quake

¹³⁹ Rupert Wingfield-Hayes for the BBC, "What a Century of Earthquakes has Taught Japan, January 2, 2024, (accessed 15 March 2024), www.bbc.com/news/world-asia-67860334

¹⁴⁰ Justin McCurry

To see the vast changes over the past century or so, compare the damage of the 2011 Fukushima earthquake to the 1923 massive Great Kanto Quake. The Kanto earthquake flattened huge areas and had a shaking level of 5 in the capital city of Tokyo. The Fukushima earthquake was a massive 9.0 on the northern coastline but was also felt as an earth movement level of 5 in Tokyo. In 1923, Tokyo was flattened and 140,000 people died. In 2011, the tall skyscrapers swayed, but no buildings fell. It was the tsunami that killed thousands of people, not the shaking.¹⁴¹

But over the last century, the population and density of the city has grown dramatically. In 1923, many of Tokyo's four million residents were at home, preparing their lunch over open fires just before noon when the earthquake hit.¹⁴² The fires raged for two days while smaller shaking and wind continued.

The wooden buildings burned and 290,000 buildings were lost. Scenes from the earthquake are preserved in a museum where a pile of nails, printing machines, and damaged bikes were "welded" together by the heat. [But some of the lives lost were not due to the earthquake, since mobs with swords and iron bars killed 6,000 Korean residents after xenophobic rumors that they were exploiting the chaos.]^{143 144}

Seismologists have used statistics based on past patterns to predict that there is a 70% chance that a magnitude 7 or higher quake will hit Tokyo in the next 30 years. However, due to better planning and technology, the worst-case scenario is that only 6,000 people would die, but millions of lives will be altered and the economy could be challenging, especially with their current public debt. Global supply chains would also be disrupted.

Planning and preparation is a significant indicator of who will survive a large earthquake in Japan. The Japanese government collects large amounts of data using state of the art seismometer networks and early-alert systems.¹⁴⁵ Disaster-preparedness groups have sprung up in the last 25 years as they organize drills and cultivate neighborly ties. When one of the disaster-prevention leaders was asked what worried him the most, he paused, then said "toilets".

Construction companies and developers often invest in more safety measures than are mandated. For example, one firm installed a 1,350-ton pendulum on a skyscraper to reduce the building's sway.¹⁴⁶ And the government has purchased land to enable wider roads for fire breaks and have planned evacuation routes. (In 1923, 40,000 people died in a field when they were surrounded by flames on all sides.)¹⁴⁷

Today, Tokyo has over 14 million residents.¹⁴⁸ Even though the chance of fire has decreased, there are still many wooden buildings and more people live alone without a strong support system.

¹⁴¹ Rupert Wingfield-Hayes

¹⁴² Mel Haasch for *The Economist*, "The Next Big One, A Century After its Last Big Quake, Tokyo Braces for a Successor", September 10, 2023

¹⁴³ Justin McCurry

¹⁴⁴ The Economist

¹⁴⁵ The Economist

¹⁴⁶ The Economist

¹⁴⁷ The Economist

¹⁴⁸ <https://www.statista.com/topics/9914/tokyo/#topicOverview>

Surveys show that those who live alone are less likely to be prepared. And as the population ages, more seniors will need help in a disaster.¹⁴⁹

Personal and Office Earthquake Preparedness

There are several simple ways one can prepare their home or office for an earthquake and minimize the impact. They can also help others in the process if they know what to do.

The ShakeOut Drill

The ShakeOut drill began in 2008 as part of the ShakeOut Scenario where over 300 scientists and specialists studied what kind of large earthquake would be likely for southern California and what kind of impact it would have. The earthquake drill was designed to educate the public about how to prepare for and protect themselves during a large earthquake. The number of people who participate each year keeps growing and it is very easy to do:

Drop. . . Cover. . . and Hold On . . .

This means you should:

DROP to the floor if you are able to, preferably facing away from a window.

COVER your head, either by being under a table or desk and shield your head from anything falling or flying through the air.

HOLD ON to a table or chair leg as long as there is shaking.

The Seven Steps

One can review the seven preparation steps at the Earthquake Country Alliance website:

<https://www.earthquakecountry.org/sevensteps>

Although this list of steps was designed to apply to individual homes and families, it also applies to office areas.

Ready Your Los Angeles Neighborhood (RYLAN)

The Rylan Program (Ready Your LA Neighborhood) (RYLAN) was created and implemented by the City of Los Angeles Emergency Management Department (EMD). RYLAN provides free and convenient step by step tools to help families, businesses and local neighborhoods of Los Angeles prepare for earthquakes and other disasters. RYLAN also addresses the steps to take immediately after a natural disaster. Through the RYLAN program, the local community will be able to assist the EMD to help communities not only prepare for earthquakes, but will also help communities avoid injuries, protect property and save lives if and when a natural disaster occurs.¹⁵⁰

The RYLAN Emergency Preparedness Guide for LA can be found here:

¹⁴⁹ The Economist

¹⁵⁰ <https://ready.lacity.gov/>

<https://ready.lacity.gov/sites/g/files/wph2196/files/2021-04/rylan-emergency-preparedness-guide-english-digital.pdf>

Community Emergency Response Team (CERT)

LOS ANGELES COUNTY CERT

The County of Los Angeles' Fire Department's (LACFD) CERT created a neighborhood preparedness network for County communities. Local fire department and law enforcement offers a free 20-hour FEMA approved training curriculum that teaches County residents on basic disaster response skills including earthquake preparedness, fire safety, light search and rescue, team organization and medical operations for disasters. CERT members work alongside first responders like the LACFD by aiding them when they respond to an emergency in their community.¹⁵¹

To sign up for the Los Angeles County CERT training, go here:

<https://lacountyfire.galaxydigital.com/event/>

LA CITY CERT

The Los Angeles Fire Department (LAFD) offers CERT members seventeen and a half hours (one day a week for seven weeks) of initial training. This CERT course is followed by full-day bi-annual refresher drills as well as several opportunities to assist the LAFD at local disaster incidents. CERT training is free for LA citizens and available to anyone 18 or over. Classes are conveniently available mornings, afternoons and evenings on a continuous bases throughout the year in locations all over Los Angeles.¹⁵²

You can sign up for LA Cert here:

www.eventbrite.com/o/lafd-cert-program-7803155391

LONG BEACH CERT

According to the Long Beach Community Emergency Response Team's (LB CERT) website, LB CERT's mission is to: "'Do the greatest good for the greatest number of people" when a major disaster strikes Long Beach's business community or community in general. CERT volunteers work closely with the Long Beach Fire Department to participate in the community's disaster preparation.¹⁵³ LB CERT provides the necessary training required by the Federal Emergency Management Agency (FEMA). The LB CERT program will provides skills and knowledge to participants to assist neighbors, co-workers and professional rescue personnel when a disaster strikes. LB CERT training is usually 24 hours. Training usually takes place over Friday 6pm-10pm and Saturday and Sunday 8am-5pm.

¹⁵¹ ready.lacounty.gov/cert/

¹⁵² www.lafd.org/join/volunteer/cert

¹⁵³ www.longbeach.gov/fire/community-outreach/cert/mission-and-purpose/

You can sign up for LB Cert here:

<https://www.longbeach.gov/fire/community-outreach/cert>

ANTELOPE VALLEY CERT

The Antelope Valley Community Emergency Response Team (AV CERT) provides disaster preparedness training to the public on the hazards that “may impact desert & rural communities.” AV CERT teaches fire safety, light search & rescue, team organization, amateur radio and disaster medical operations.¹⁵⁴ Basic AV free Cert training are offered three consecutive Saturdays from 8:00 AM to 5:00 PM. Participants must attend all three sessions to be awarded a certificate of completion which is a requirement to join AV CERT.

You can sign up for AV CERT here:

<https://www.antelopevalleycert.org/training>

FEMA CERT:

To find the nearest CERT training available for any area, please see the following site:

https://community.fema.gov/PreparednessCommunity/s/cert-find-a-program?language=en_US

¹⁵⁴ www.antelopevalleycert.org/

PREPARING AT HOME

Ten Essential Emergency Supplies¹⁵⁵

1. Water for 7-10 days (1 gallon per person per day);
2. Food for 7-10 days (including pet food);
3. First Aid Kit and instructions;
4. Flashlights (and extra batteries);
5. Radio (and extra batteries);
6. Medications;
7. Cash and important documents (small bills and coins, birth certificates, tax returns, deeds, titles, insurance papers, medical cards);
8. Clothing and sturdy shoes;
9. Tools (wrench, duct tape, fire extinguisher, sturdy gloves, whistle); and
10. Sanitation and hygiene supplies.

How to Prepare Your Home

Prepare and protect your home BEFORE an earthquake. Decrease your risk of damage and injury from an earthquake by identifying possible home hazards. Complete your earthquake plan by identifying and securing the following hazards:

- Tall, heavy furniture that could topple, such as bookcases, china cabinets, or modular wall units.
- Water heaters that are not up to California code could rupture.
- Stoves and appliances that could move enough to rupture gas or electrical lines.
- Hanging plants in heavy pots that could swing free of hooks.
- Heavy picture frames or mirrors over a bed.
- Latches on kitchen cabinets or other cabinets that will not hold the door closed during shaking.
- Breakables or heavy objects that are kept on high or open shelves.
- A masonry chimney that could crumble and fall through an unsupported roof into your home.
- Flammable liquids, such as painting or cleaning products, which would be safer in a garage or outside in a shed.¹⁵⁶

Last but not least, protect the investment in your home with CEA earthquake home insurance. Earthquake insurance will provide you with the peace of mind, when, not if, the big one hits.

Also check to see if there is grant money available¹⁵⁷, if you need to retrofit your house.

¹⁵⁵ <https://ready.lacounty.gov/ten-essential-emergency-supplies/>

¹⁵⁶ www.earthquakeauthority.com/blog/2020/what-to-do-before-an-earthquake

¹⁵⁷ www.earthquakeauthority.com/prepare-your-house-earthquake-risk/brace-and-bolt-grants

FINDINGS

- 15.1 The Los Angeles County Board of Supervisors directed Los Angeles County Department of Public Works to develop and gain approval for a Los Angeles County ordinance for retrofit of non-ductile cement buildings. They did not request a draft ordinance for any other type of building. However, they also asked for an inventory of the soft-story buildings.
- 15.2 The draft ordinance is complete and awaiting public comment and formal approval by the Los Angeles County Board of Supervisors but it only applies to buildings over 75 foot tall.
- 15.3 The design phase for the seismic retrofit for the Hall of Administration is in progress.
- 15.4 A construction manager has been hired to facilitate the design process.
- 15.5 Until the design phase for the Hall of Administration is complete an actual schedule and estimate to complete cannot be developed.
- 15.6 There is no funding identified for the actual retrofit construction activity for the Hall of Administration or any subsequent retrofit effort.
- 15.7 Los Angeles County doesn't appear to have a formal earthquake resilience plan.
- 15.8 The City of Los Angeles has a "Resilience by Design" program that addresses building retrofitting, water supply and storage, telecommunications, and a quicker return-to-work after the buildings that the agencies/companies work in are inspected. It could be used as an example for other large cities. Appendix C of that plan also discusses a Back to Business program.
- 15.9 The City of Los Angeles's DWP appears to still need to find solutions for more water storage and conveyance.
- 15.10 A few cities have earthquake retrofitting ordinances while others are still considering it. To increase the number of buildings that can withstand an earthquake, more cities should pass earthquake retrofit ordinances.
- 15.11 There are two small cities in the county (City of Industry and Vernon) that don't have many residents but they have many businesses there. To help the economy recover and get more people back to work, these small cities could implement Back To Business programs.
- 15.12 Big earthquakes are often followed by fires. Roads many be blocked with fallen debris at the same time and/or water to fight the fires may not be available since about half of the county's water comes from the aqueducts that cross over the San Andreas fault.
- 15.13 The Medical Examiner currently works out of three buildings near downtown LA and two of these buildings need retrofitting. They also have three satellite locations, one of which is in the Antelope Valley (on the north side of the San Andreas fault). In the event of a large earthquake where many people die, the Antelope Valley may become separated from the rest of the County. The Medical Examiners may not have a viable place to work from. Mutual aid medical examiners who arrive to help

- may not have a place to work either. The Committee could not find any plan that covers this contingency,
- 15.14 It is possible that after an earthquake, the cell towers and internet providers would not be able to provide service for a while. Satellite phones may then be useful. The Committee could not find any plan that addresses this contingency.
 - 15.15 The Ports of Los Angeles and Long Beach together handle 40% of the cargo entering and leaving the U.S. They may not be able to move along the cargo entering/ leaving their facilities due to limited access out of the region if the San Andreas Fault is activated and railways and highways are damaged. If a major earthquake occurs in the southern part of the country, such as on the Newport-Inglewood fault, the ports themselves can be damaged. The Committee could not find any plan that addresses this contingency.
 - 15.16 If there is a lot of damage, more building inspectors would be needed. (Neighboring cities/ counties would also likely need to do inspections at the same time.)
 - 15.17 CERT classes are currently offered but the number of residents being trained to do basic first aid and search and rescue are insufficient should a large earthquake occur and cause severe damage. And, of those who have already been trained, some of them have moved away or may not be able to perform the physical tasks any more. Our multi-ethnic communities have some people who do not speak English, so CERT classes should be taught in a variety of languages.
 - 15.18 Southern California topography was created by eons of seismic activity which continues to this day. Therefore, Southern California and particularly Los Angeles County is prone to earthquakes some of which pose a risk ranging from significant to catastrophic. Earthquake faults and earthquakes themselves do not respect county and city jurisdictional boundaries. Therefore, major earthquakes can and usually do cause damage in more than one county and multiple cities.
 - 15.19 The San Andreas Fault crosses Northern Los Angeles County. A major earthquake on the San Andreas Fault could cause a ground rupture which could damage transportation venues significantly rendering them unusable effectively isolating the Antelope Valley from the rest of Los Angeles County. This type of damage could make it difficult to provide aid to residents of the Antelope Valley.
 - 15.20 Buildings designed prior to 1977 were built to existing building codes for that time which allowed the use of non-ductile cement in the construction. Non-ductile cement is NOT properly reinforced and therefore is prone to damage and collapse from vibrations associated with earthquakes. There are 33 buildings in the Los Angeles area owned by Los Angeles County that were designed prior to 1977 that are assumed to be constructed of non-ductile cement. These buildings require a seismic safety/earthquake safety retrofit for them to be safer for human occupancy. The Department of Public Works maintains these buildings are currently safe for human occupancy. Five of these identified buildings are over 75 feet from ground level to the highest human occupied floor and are considered

high rise buildings. Los Angeles County is concentrating on these buildings for seismic safety retrofit activities.

RECOMMENDATIONS

- R15.1 County should draft an ordinance for retrofitting soft-story first floor buildings.
- R15.2 County should extend the proposed non-ductile retro-fit to buildings of every height, not just those over 75 feet.
- R15.3 LAC PW should complete design phase for earthquake safety retrofit for Hall of Administration
- R15.4 Once the design phase for the earthquake safety/seismic retrofit is complete for the Hall of Administration LAC PW should develop a project schedule.
- R15.5 Once the design phase for the Hall of Administration is complete LAC PW should obtain a cost estimate
- R15.6 Once the cost estimate is complete LAC PW should develop a Request for Proposal (RFP) to gain detailed cost estimates. Once the RFP is complete LAC CEO should solicit bids for Hall of Administration retrofit project and chose winning bidder.
- R15.7 LAC CEO should develop and earthquake recovery/resilience plan.
- R15.8 The City of LA is requested to comment on each of its 18 goals in their “Resilience By Design Plan” as to any misunderstandings the Civil Grand Jury may have had as well as progress that has been made that was not mentioned. This is meant to help those who build on this in the future.
- R15.9 The City of LA’s DWP should continue to work on water transport and storage, especially in regards to putting out fires.
- R15.10 Long Beach, Santa Clarita, Glendale, Lancaster, and Palmdale should inventory their buildings to determine if they have enough need in their city for retrofitting buildings of certain types. If so, create appropriate ordinances.
- R15.11 The Cities of Industry and Vernon should consider having a Back to Business program to benefit the large number of businesses in their cities and to help the economy recover.
- R15.12 The Medical Examiner should make/update their emergency plans to include no ground access to the Antelope Valley (Lancaster, Palmdale). Where will autopsies and exams be done? Where will mutual aid volunteers from other medical examiners work, eat, park their vehicles? How can people work without water or electricity?
- R15.13 The County should buy enough radio or satellite phones so that each agency and city referenced in the Responses section has at least two phones. ISD should track who the phones are assigned to, provide video or written training for how to use the phones, and ask that the agency or city use them in their annual ShakeOut Drill as well as report their success/ failure to ISD each year.
- R15.14 The Los Angeles and Long Beach ports should make/update plans for cargo that needs to be moved, especially perishables, when roads and railways out of the county may be damaged. They also need to create/update their plans for damage in their harbors, including things that can possibly fall over.

- R15.15 If there is a lot of damage to buildings, more building inspectors would be needed. Plan for how temporary inspectors will be obtained and how they will be assigned, keeping in mind that businesses in the medical field should be inspected first, followed by those who were enrolled in the Back to Business program.
- R15.16 All Fire Departments within the county should grow their CERT training so that one out every 2,000 residents in their jurisdiction is trained each year. Repeat this level of training for at least three years. Attempt to conduct 30% of the training in languages other than English. Add “refresher” classes for those who were previously trained. (When responding, please indicate the languages that would be included.) By August 1 each year, report the number of trainees and the language in which they were trained during the previous 12 months to the County’s Chief Sustainability Office (in the Department of the County CEO). The Department of Sustainability should include this information in their annual reports.

REQUIRED RESPONSES

California Penal Code section 933(c), 933.05(a), and 933.05(b) require a written response to all Recommendations contained in this report. Such responses shall be made no later than ninety (90) days after the Civil Grand Jury publishes its report to the public.

All responses to the recommendations of the 2023-2024 Los Angeles County Civil Grand Jury must be submitted on or before Monday, September 30, 2024:

Presiding Judge
Los Angeles Superior Court
Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street, 13th Floor, Room 13-303
Los Angeles, CA 90012

Responses are required from:

RECOMMENDATIONS	RESPONDING AGENCY
R15.1, R15.2, R15.6, R15.7, R15.12	Los Angeles County Board of Supervisors
R15.1, R15.2, R15.6, R15.7, R15.12	Los Angeles County Chief Executive Office
R15.1, R15.2, R15.3, R15.4, R15.5, R15.6, R15.15	Los Angeles County Department of Public Works
R15.13	Los Angeles County Internal Services Department
R15.12	Los Angeles County Department of Medical Examiner
R15.16	Los Angeles County Fire Department
R15.14	Port of Los Angeles
R15.14	Port of Long Beach
R15.8	City of Los Angeles
R15.9	Los Angeles Department of Water and Power
R15.10, R15.15	City of Long Beach
R15.10, R15.15	City of Santa Clarita
R15.10, R15.15	City of Glendale
R15.10, R15.15	City of Lancaster
R15.10, R15.15	City of Palmdale
R15.11, R15.15	City of Industry
R15.11, R15.15	City of Vernon

R15.16	Alhambra Fire Department
R15.16	Arcadia Fire Department
R15.16	Beverly Hills Fire Department
R15.16	Burbank Fire Department
R15.16	Compton Fire Department
R15.16	Downey Fire Department
R15.16	Glendale Fire Department
R15.16	Long Beach Fire Department
R15.16	Los Angeles Fire Department
R15.16	Montebello Fire Department
R15.16	Monterey Park Fire Department
R15.16	Pasadena Fire Department
R15.16	Redondo Beach Fire Department
R15.16	Santa Monica Fire Department
R15.16	Sierra Madre Fire Department
R15.16	South Pasadena Fire Department
R15.16	Torrance Fire Department
R15.16	West Covina Fire Department

COMMITTEE MEMBERS:

Wayne Dodds, Chairperson
Christine Elia
Noel Larson
Maureen Smith
Mary Leos-Pacheco

APPENDIX 1 - Los Angeles County Buildings That Need Retrofitting due to Having Non-ductile Cement

Los Angeles County Seismic Retrofit List for NDC Buildings

Department	Building Name	Address	Year Built
Board of Supervisors	Hall of Administration	500 W Temple St, Los Angeles, CA 90012	1962
Medical-Examiner/Coroner	Chief Medical Examiner Service	1104 N Mission Rd, Los Angeles, CA 90033	1972
Medical-Examiner/Coroner	Chief Medical Examiner Administration/Investigation	1102 N Mission Rd, Los Angeles, CA 90033	1972
District Attorney	Hall of Records	320 W Temple St, Los Angeles, CA 90012	1962
Fire District	Fire Station 171	141 W Regent St, Inglewood, CA 90301	1972
Fire District	Fire Station B	7643 W Santa Monica Blvd, West Hollywood, CA 90046	1950
Health Services	General Hospital	1200 N State St, Los Angeles, CA 90033	1932
Health Services	LAC+USC S Mark Taper Foundation Family Advocacy	1721 Griffin Ave, Los Angeles, CA 90031	1932
Health Services	MLK - Interns & Residents Building	12012 Compton Ave, Los Angeles, CA 90059	1973
Health Services	LAC+USC Outpatient Clinic	2010 Zonal Ave, Los Angeles, CA 90033	1963
Health Services	H H Humphrey Comprehensive Health Center	5850 S Main St, Los Angeles, CA 90003	1976
Health Services	LAC+USC Medical Center - Parking Structure (Lot 12)	2020 Zonal Ave, Los Angeles, CA 90033	1972
Health Services	LAC+USC Medical Center-Interns & Residents Building	2020 Zonal Ave, Los Angeles, CA 90033	1965
Health Services	LAC+USC Medical Center-Pharmacy Building	1100 Mission Rd, Los Angeles, CA 90033	1917
Health Services	LAC+USC Medical Center-Science Hall - Building 90	1733 Griffin Ave, Los Angeles, CA 90031	1932
Health Services	MLK - Leroy Weekes Medical Support Building - North	12021 Wilmington Ave, Los Angeles, CA 90059	1976
Health Services	MLK - Service And Supply Building - South	12021 Wilmington Ave, Los Angeles, CA 90059	1976
Health Services	Health Services Administration	313 N Figueroa St, Los Angeles, CA 90012	1967
Health Services	H Claude Hudson Comprehensive Health Center	2829 S Grand Ave, Los Angeles, CA 90007	1977
ISD	Adams / Grand Complex Parking Garage (Lot 46)	318 W Adams Blvd, Los Angeles, CA 90007	1964
ISD	Alameda Street Garage	1055 N Alameda St, Los Angeles, CA 90012	1968
ISD	Health Services Headquarter Lot 29 Parking Structure	346 N Fremont Ave, Los Angeles, CA 90012	1967
ISD	ISD Administrative Headquarters	1100 N Eastern Ave, Los Angeles, CA 90063	1972
LA County Library	Huntington Park Library	6518 Miles Ave, Huntington Park, CA 90255	1970
LA County Library	Montebello Library	1550 W Beverly Blvd, Montebello, CA 90640	1966
LA County Library	Compton Library	240 W Compton Bl, Compton, CA 90220	1974
Probation	Eastlake Juvenile Court Parking Structure	1605 Eastlake Ave, Los Angeles, CA 90033	1960
Public Health	Ferguson Administrative Services Center	5555 Ferguson Dr, Commerce, CA 90022	1949
Public Health	Central Public Health Center	241 N Figueroa St, Los Angeles, CA 90012	1950
Public Health	Hollywood / Wilshire Public Health Center	5205 Melrose Ave, Los Angeles, CA 90038	1966
Public Social Services	Metro Special District Office	2707 S Grand Ave, Los Angeles, CA 90007	1964
Public Social Services	Adams & Grand	2615 S Grand Ave, Los Angeles, CA 90007	1952
Sheriff	Pitchess Detention Center East	29340 The Old Road, Castaic, CA 91384	1959

<https://ca-times.brightspotcdn.com/c1/c0/59f2f31541d1a8554193ce6b80a8/county-seismic-retrofit-list-for-ndc-buildings.pdf>

APPENDIX 2

DRAFT LOS ANGELES COUNTY ORDINANCE NO _____ FOR NON-DUCTILE CEMENT HIGH RISE BUILDINGS – Document provided to the Committee from the Director of Public Works, Mark Pestrellas, scanned.

An ordinance amending Title 26 - Building Code and Title 27 - Electrical Code - of the Los Angeles County Code, to establish regulations for the seismic retrofit of high-rise non-ductile concrete buildings; to define minor or standard excavation or grading pursuant to the California Permit Streamlining Act; and to modify Consumer Price Index adjustments for fees in Title 27 - Electrical Code to be consistent with the Building Code.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 97 is hereby added to read as follows:

CHAPTERS? EARTHQUAKE HAZARD REDUCTION FOR EXISTING HIGH-RISE NON-DUCTILE CONCRETE BUILDINGS

SECTION 9701 PURPOSE AND SCOPE

The purpose of this Chapter is to promote public safety and welfare by reducing the risk of death or injury which might otherwise result from earthquake damage to high-rise non-ductile concrete buildings constructed or for which an application for a building permit was submitted prior to November 1, 1977. The provisions of this Chapter shall apply to any existing high-rise concrete building determined by the Building Official to have been built under building standards enacted before the 1977 Los Angeles County Building Code. Such buildings have been recognized as having a potentially significant risk of damage, including partial or complete collapse during moderate to strong earthquakes, due to non-ductile detailing of structural elements that HOA. 104439047.4

render the building deficient in sustaining gravity loads when the building is subjected to earthquake-induced lateral displacements.

This Chapter sets forth minimum standards for structural seismic resistance to improve the performance of these buildings during earthquakes and to reduce, but not necessarily prevent, the loss of life, injury or earthquake-related damage. This Chapter does not require existing electrical, plumbing, mechanical or fire protection systems to

be altered unless determined by the Building Official to constitute a hazard to life or property.

The owner of each building subject to this Chapter shall cause an investigation of the existing construction and a seismic evaluation to be performed on the building by a civil or structural engineer or architect licensed by the State of California. If the building does not meet the minimum standards specified in this Chapter, the owner shall cause it to be retrofitted to conform to such standards within the period provided in this Chapter. Failure to comply within the required time period may result in enforcement and nuisance abatement.

Each building within the scope of this Chapter, which has been evaluated to demonstrate compliance or has been retrofitted to comply with the minimum standards in this Chapter, shall be maintained in conformity with the requirements of this Chapter in effect at the time of such evaluation or retrofit.

SECTION 9702 DEFINITIONS

For purposes of this Chapter, words and terms shall be defined as set forth in this Section. Where terms are not defined in this Section and are defined elsewhere in HOA.104439047.4 2

this Code, such terms shall have the meanings ascribed to them as in this Code.

Where terms are not defined through the methods authorized by this Section, such terms shall have ordinary accepted meanings such as the context implies.

CONCRETE BUILDING. A building, or any portion thereof, having concrete floors and/or roofs, either with or without beams, and a lateral resisting system composed of concrete walls and/or concrete frames with or without masonry infills, or any combination thereof. A lift-slab building shall be considered a concrete building with or without a concrete lateral resisting system.

HIGH-RISE BUILDING. A building of any type of construction or occupancy having floors used for human occupancy located more than seventy-five (75) feet above the lowest floor level having high-rise building access, except buildings used as hospitals as defined in Health and Safety Code section 1250.

HIGH-RISE BUILDING ACCESS. An exterior door opening conforming to all of the following:

1. Suitable and available for fire department use.
2. Located not more than two (2) feet (610 mm) above the adjacent ground level.
3. Leading to a space, room or area having foot traffic communication capabilities with the remainder of the building.
4. Designed to permit penetration through the use of fire department forcible-entry tools and equipment unless other approved arrangements have been made with the fire authority having jurisdiction.

HOA.104439047.4 3

HIGH-RISE NON-DUCTILE CONCRETE BUILDING. A high-rise concrete building determined by the Building Official to have been built according to the building standards enacted before the effective date of the 1977 Los Angeles County Building Code.

HISTORICAL BUILDING. Any building designated as a qualified historical building as defined in Part 8, Title 24 of the California Code of Regulations.

MASONRY INFILL. Unreinforced or reinforced masonry wall construction within a reinforced concrete frame.

OWNER. Any person, agent, operator, entity, firm, or corporation, including successors and assigns, with legal or equitable interest in a building subject to this Chapter; is a record owner of the property in the official records of the County Registrar-Recorder; or otherwise has rights to authorize evaluation and retrofit of the building.

RETROFIT. An improvement of the lateral-force-resisting system by alteration of existing structural elements or addition of new structural elements to the standards required by Section 9707.

SECTION 9703 ADMINISTRATION

9703.1 Issuance of Earthquake Hazard Reduction Compliance Order.

The Building Official shall attempt to identify those high-rise concrete buildings within the scope of this Chapter and shall take reasonable measures to issue an Earthquake Hazard Reduction Compliance Order ("Order") as provided in this Section.

HOA.104439047.4 4

9703.2 Service and Contents of Order.

The Order shall be in writing and shall be served either personally or by registered or certified mail, postage prepaid, upon the owner and by posting on the building. The Order shall specify that the building has been determined by the Building Official to be within the scope of this Chapter and, therefore, is required to meet the requirements of this Chapter. The Order shall specify the time limits for appeal of the Order and for compliance with the Order. The Order shall include a Non-ductile Concrete Building Checklist to be completed per Section 9704.1.1.

The Building Official may, but is not required to, send copies of the Order to any party concerned as defined in Section 102.1.

Failure of any owner, party concerned or other interested party to receive the Order shall not affect the validity of any proceedings taken thereunder.

9703.3 Appeal of Order.

The owner may appeal the Order to the Building Board of Appeals established by Section 105. Such appeal shall be filed with the Building Board of Appeals within sixty (60) days from the service date of the Order. Such appeal shall be made in writing and the grounds thereof shall be stated clearly and concisely. Appeals shall be made in accordance with the procedures established in this Code. The Building Board of Appeal's decision on the appeal shall be final.

The time for appeal may be extended by the Building Official for good cause shown. Failure to submit a timely written request for appeal or to appear at a scheduled

HOA. 104439047.4

hearing shall be deemed a waiver of the right to a hearing before the Building Board of Appeals.

9703.4 Recordation.

At or about the time the Order is served, the Building Official shall file with the office of the County Recorder a certificate stating that the subject building appears to be within the scope of this Chapter 97. The certificate shall state that the owner thereof has been ordered to conduct a seismic evaluation of the building, and if necessary, to retrofit or demolish the building as set forth in this Chapter. The certificate shall also

state that the owner has sixty (60) days from the date of the Order to appeal the determination, and that if such an appeal is not submitted, the determination will be final and binding.

If the building is subsequently determined to not be within the scope of this Chapter, or is demolished, or is retrofitted, the Building Official shall file with the Office of the County Recorder a certificate terminating the status of the building as being subject to the Order.

SECTION 9704 TIME PERIOD FOR COMPLIANCE

9704.1 Compliance Time Period.

The owner of a building subject to this Chapter shall complete the following actions according to the compliance time periods stated below:

1. Within three (3) years after service of the Order described in Section 9703, obtain approval of the Non-ductile Concrete Building Checklist provided by the Building Official. The checklist shall be completed by a civil or structural engineer or architect licensed by the State of California. Such licensed professional shall complete the form and determine, to the satisfaction of the Building Official, whether the high-rise concrete building is non-ductile and retrofitting is required in accordance with this Chapter.
2. Within seven (7) years after service of the Order, submit a complete permit application consistent with Section 106.4.1 and an engineering report from a licensed professional consisting of an evaluation report per ASCE 41-17 Section 1.4.5, the structural analysis, and plans for retrofit of the building; or submit plans for demolition of the building-
3. Within nine (9) years after service of the Order, obtain the permit for retrofit or demolition of the building according to Section 106.5.1. The permit shall be maintained active and not allowed to expire according to Section 106.5.4, unless extended pursuant to 9704.2.
4. Within ten (10) years after service of the Order, when opting to demolish the building, complete the demolition of the building.
5. Within twenty (20) years after service of the Order, complete all necessary retrofitwork on the building consistent with the structural analysis and plans approved

by the Building Official.

Time limits for compliance shall be based on the service date of the Order from the Building Official. Transfer of title shall not change the compliance time periods. Notwithstanding any other provisions of this Code to the contrary, a building that is found to be within the scope of this Chapter and is not brought into compliance with HOA. 104439047.4

this Chapter within the compliance time period, is subject to enforcement pursuant to Section 9708.

9704.2 Extensions.

The owner may request an extension to the time period set forth in Section 106.4.1.1. The Building Official may, for good cause shown, grant additional extensions beyond the two extensions authorized by Section 106.4.1.1. Extensions approved by the Building Official shall not exceed 180 days and shall require payment of an extension fee as determined by the Building Official, not to exceed 25 percent of the plan check fee per extension.

The owner may request an extension to the time period for compliance set forth in Section 9704.1.3, in Section 9704.1.5, or in Section 106.5.4. A written request for extension may only be filed after the owner has submitted an engineering report to the County with a structural analysis pursuant to Section 9704.1.2, and the retrofit plans have been approved by the County. The owner must also provide a proposed schedule for compliance. The Building Official may, for good cause shown, approve, approve with modifications, or deny the extension request in writing. The extension timeframe determined by the Building Official shall be commensurate with the justification.

Extensions shall require payment of an extension fee as determined by the Building Official, not to exceed 25 percent of the plan check fee for extensions to time limits required by Section 9704.1.3 or the permit fee for extension to time limits required by Sections 9704.1.5 or 106.5.4.

HOA.104439047.4 8

9704.3 Appeal of Time Period for Compliance.

The owner of the building may appeal the determination of the Building Official pursuant to Section 9704.2 to the Building Board of Appeals. Such appeal shall be filed

with the Board within sixty (60) days of the Building Official's determination. Such appeal shall be made in writing and the grounds thereof shall be stated clearly and concisely. Appeals shall be made in accordance with the procedures established in this Code. The Building Board of Appeal's decision on the appeal shall be final. Failure to submit a timely written request for appeal or to appear at a scheduled hearing shall be deemed a waiver of the right to a hearing before the Building Board of Appeals^ .

SECTION 9705 OCCUPANCY AND TENANT ADVISORY

The owner shall provide written notification to all current and prospective residential and nonresidential tenants, subtenants, lessees, sublessees, or any other person(s) entitled to the use and/or occupancy of the building of a retrofit project approved pursuant to this Chapter. The notice shall include information for the retrofit project, including the scope of and expected duration of the work.

SECTION 9706 HISTORICAL BUILDINGS

Historical Buildings shall comply with the California Historical Building Code and the provisions of this Chapter. Modifications to the standards set forth in this Chapter may be permitted when such modifications are consistent with the provision of the California Historical Building Code. Such modifications shall be clearly specified in the engineering report and plans for retrofit of the building.

HOA.104439047.4

SECTION 9707 BUILDING STRUCTURAL ANALYSIS, DESIGN AND EVALUATION

Buildings subject to this Chapter shall meet or exceed the requirements specified for the "Structural Performance Level" for the associated earthquake hazard levels as indicated in Table A based on the Risk Category as defined in the American Society of Civil Engineers (ASCE) 41-17.

TABLE A

SEISMIC PERFORMANCE REQUIREMENTS BY RISK CATEGORY

Risk Category Hazard Level 1 Hazard Level 2

I&II BSE-1E.S-3 BSE-2E, S-5

III & IV BSE-1E. S-2 BSE-2E, S-5

SECTION 9708 ENFORCEMENT AND PROSECUTION

It shall be unlawful to own, use, occupy, maintain or be in control of a building for which an Order requiring compliance with this Chapter has been served and where said Order and/or decision of the Building Board of Appeals has not been complied with. Such a building may be declared unsafe pursuant to Section 102.

In case the owner shall fail, neglect, or refuse to comply with the Order or with any decision of the Building Board of Appeals, the owner shall be guilty of a misdemeanor and the Building Official may cause such owner of the building to be prosecuted as a violator of this Code. The ownershall be responsible for costs incurred by the County, as provided in this Code, resulting from owner's failure to comply.

HOA.104439047.4 10

The provisions of this Chapter shall not in any manner limit or restrict the County or the District Attorney from enforcing any other County Ordinances or abating public nuisances in any other manner provided by law.

EXCEPTION; This Section 9708 shall not apply to any building on which work is proceeding in compliance with the time limits set forth in this Chapter, or in compliance with any extensions of time granted by the Building Official, or in compliance with any action, order or determination made by the Building Official in the implementation of this Chapter.

SECTION 9709 SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be Invalid or unconstitutional by a court of competent jurisdiction or by reason of any preemptive legislation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance. The County Board of Supervisors hereby declares that it would have adopted this Chapter, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

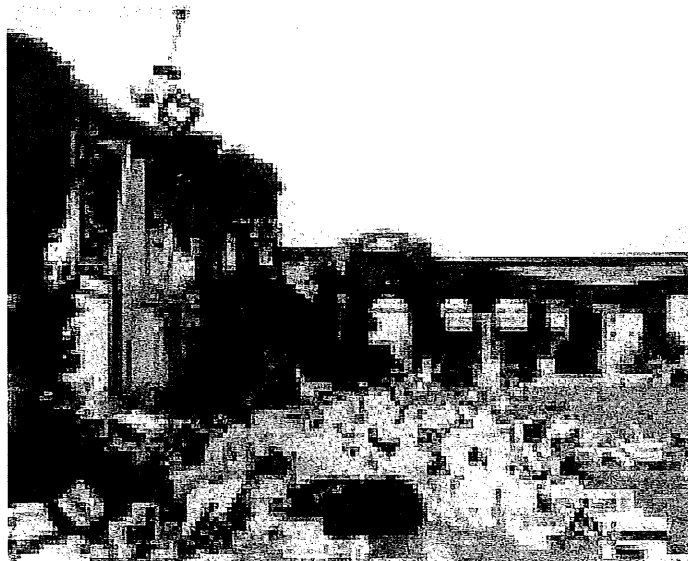
HOA.104439047.4 11

Search Results - Tessa: Photos and Digital Collections (lapl.org)

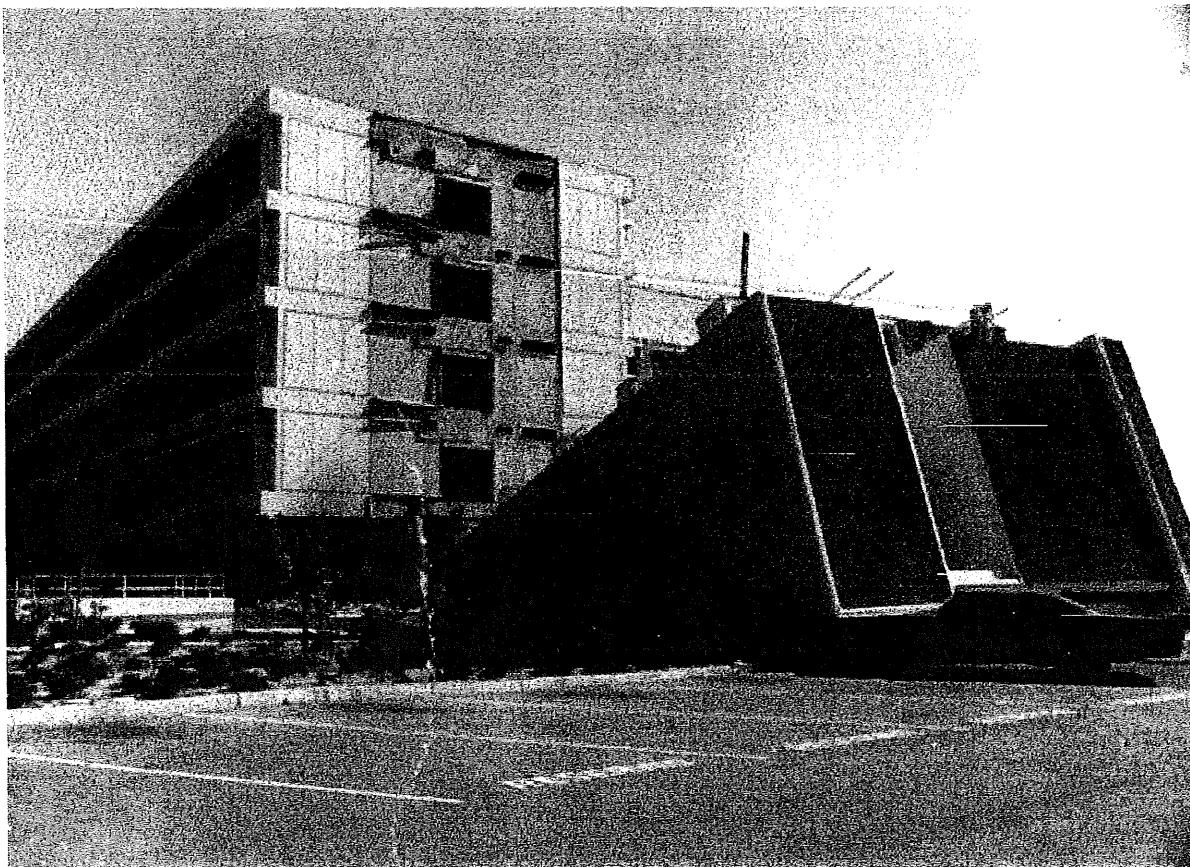
Digital Collection of Los Angeles Public Library



Compton City Hall 1933 Earthquake



Compton Junior College 1933 Earthquake

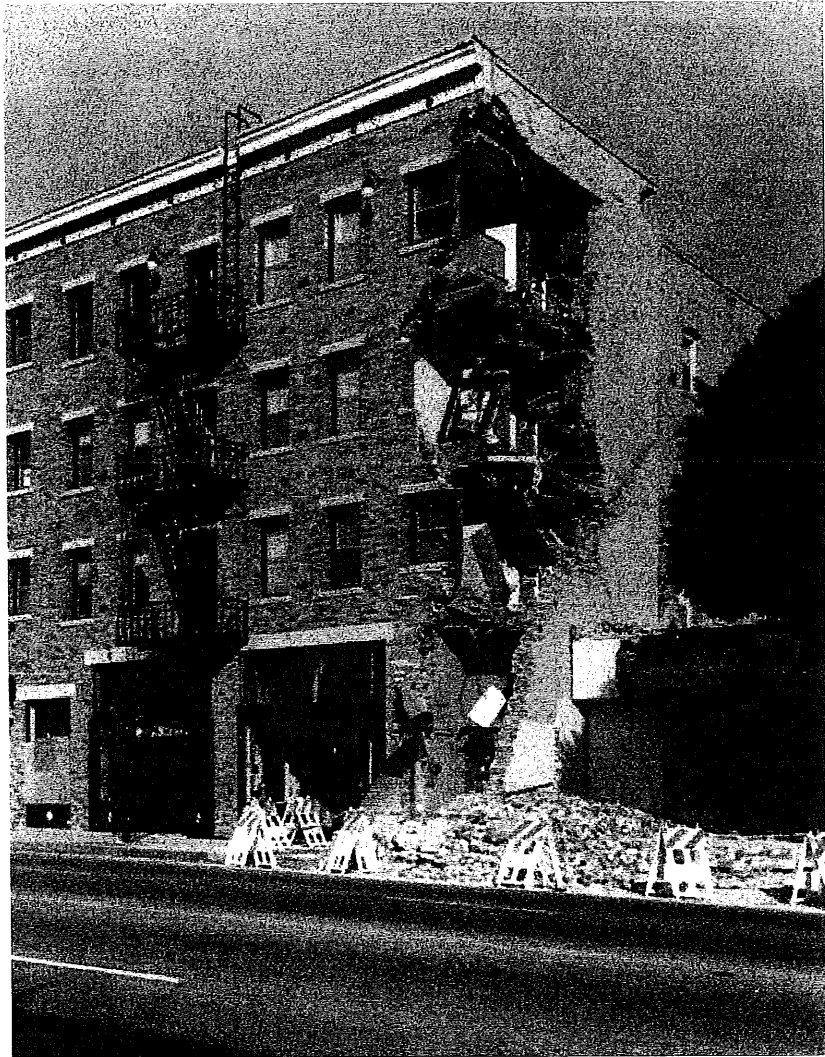


Damage to Olive View Hospital 1971 Earthquake



Santa Monica Freeway (I10) Collapsed Overpass 1994 earthquake

Gary Leonard Collection
Los Angeles Photographers Collection



Apartment Building damaged 1994 earthquake

Cary Moore Collection

Los Angeles Photographers Collection



Granada Hills Library -1994 earthquake

Los Angeles Public Library Institutional Collection

February 28, 2025

Presiding Judge
 Superior Court of California, County of Los Angeles
 Clara Shortridge Foltz Criminal Justice Center
 210 W. Temple Street, Thirteen Floor, Room 13-303
 Los Angeles, CA 90012

SUBJECT: City of Industry’s Response to Earthquake Safety Readiness, Los Angeles County Civil Grand Jury Report 2023-2024

Dear Presiding Judge:

In accordance with Section 933(c) of the California Penal Code, the following responds to the 2023-2024 Los Angeles County Civil Grand Jury Earthquake Safety Readiness Report (“Report”). Per Section 933.05(a), the City of Industry (“City”) partially disagrees with the finding as follows.

Please update Table 1 on Page 376 to read (revisions shown in both *italics and shading*):

City	Year Incorp	Population	Soft Story	Non-Ductile Cement	Unreinforced Masonry	Steel Frame	Back to Business Plan
City of Industry	1957	264	<i>Plan*</i>	<i>Plan*</i>	<i>2010**</i>		Rec

**Pursuant to City of Industry Municipal Code Section 15.04.010.A, “[e]xcept as hereinafter provided, Title 26 Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Building Code, 2022 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the building code of the City of Industry.” Given that the City of Industry adopts the County of Los Angeles Building Code by reference, and that the County of Los Angeles is drafting regulations to address these matters, the City is taking actions to plan for the retrofit for both soft story and non-ductile cement.*

***By reference, Section 15.04.010 of Title 15 of the City of Industry Code adopted Chapter 96 of Title 26 Building Code of Los Angeles County, which provides regulations for unreinforced masonry construction.*

In addition to information contained in the report, the Earthquake Preparedness Committee made certain recommendations. The following responds to each of those recommendations, pursuant to Section 933.05(b) of the California Penal Code:

- **R15.11 (and comment on page 378)– The Cities of Industry and Vernon should consider having a Back to Business program to benefit the large number of businesses in their cities and to help the economy recover.**

As outlined on Page 373 of the Report, “Back to Business” programs allow businesses to be voluntarily inspected now and, if meeting current code, after a major earthquake, those businesses would be the first buildings to be re-inspected, with the intention of encouraging owners to voluntarily retro-fit now to avoid excess damage later while also re-opening their businesses sooner. The City contracts with the Los Angeles County Department Public Works (the “Department”) for building and safety services and needs to consult with that Department to understand the feasibility of implementing such a program, with consideration to matters such as cost, availability of resources, regulatory changes, and contract amendment, if necessary. Therefore, the City reports that this recommendation has not been implemented, pursuant to California Penal Code Section 933.05(b)(3), and that the recommendation requires further analysis, with completion of this analysis likely requiring six (6) months from the date of publication of the grand jury report for discussion with the City Council and any necessary action.

- **R15.15 – If there is a lot of damage to buildings, more building inspectors would be needed. Plan for how temporary inspectors will be obtained and how they will be assigned, keeping in mind that businesses in the medical field should be inspected first, followed by those who were enrolled in the Back to Business program.**

Since the City contracts with the Department for building and safety services, the City would coordinate with that Department for provision of additional building inspectors. Under the Safety Assessment Program of the California Office of Emergency Services, the Department has indicated their intent to utilize volunteers and mutual aid resources to provide professional engineers, architects, and certified building inspectors to assist with safety evaluation of the City’s built environment in the aftermath of a disaster. Therefore, the City reports that this recommendation has been implemented, pursuant to California Penal Code Section 933.05(b)(1).

Should you have any questions, please feel free to contact Bing Hyun, Assistant City Manager, at (626) 333-2211 or by email at bhyun@cityofindustry.org.

Sincerely,

Cory C. Moss
Mayor

CITY COUNCIL

ITEM NO. 6.10

Back up Material will be provided prior to the Meeting

CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: February 27, 2025

SUBJECT: Discussion and direction regarding fireworks regulations

Background:

Under Section 15.28.070 of the City's Code, the sale of "safe and sane" fireworks is permitted within the City's boundaries during a discrete time period. The general process of issuing firework sale permits begins when non-profit organizations submit firework permit applications to the Planning Department before May 1st. Planning reviews the applications, and the City Manager recommends the City Council consider up to 20 applications for approval or denial.

Due to the recent wildfires, City Staff is seeking the City Council's direction regarding the sale of fireworks within the City to help prevent future fires and out of respect for those affected by the Eaton and Pacific Palisades fires.

Discussion:

A growing number of cities prohibit the sale of any fireworks as a general fire preventive measure and public safety precaution, including Claremont, La Habra, Hayward, and Petaluma.

City Staff is seeking direction from the City Council regarding the sale of fireworks for the upcoming July 4th holiday and in the future. Below are options for consideration:

1. No change – Staff will accept applications for the upcoming July 4th holiday, and present them to City Council for approval or denial.
2. Direct Staff to revise the City's Code to prohibit the sale of fireworks in the City.
3. Any other options suggested by the City Council.

Fiscal Impact:

There is no impact to General Fund expenditures. Concurrently, the City does not charge a

firework permit fee, therefore, there is no impact to General Fund revenue.

Recommendation:

Staff recommends that the City Council discuss and provide direction to Staff.

Exhibits: