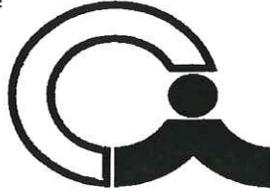


# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING AGENDA

JUNE 22, 2017  
9:00 AM



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Mayor Mark Radecki  
Mayor Pro Tem Cory Moss  
Council Member Abraham Cruz  
Council Member Catherine Marcucci  
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

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## **Addressing the City Council:**

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

## **Americans with Disabilities Act:**

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

## **Agendas and other writings:**

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.
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1. Call to Order
2. Flag Salute
3. Roll Call

4. Public Comments
5. Presentation of a Certificate of Recognition to Captain Timothy K. Murakami of the Los Angeles County Sheriff's Department.

6. **CONSENT CALENDAR**

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

- 6.1 Consideration of the Register of Demands for June 22, 2017.

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

- 6.2 Update/Report on the Strategic Visioning Process with the Dolphin Group for the Industry Manufacturers Council and the Industry Expo Center.

*RECOMMENDED ACTION: Receive and file the Reports.*

- 6.3 Consideration of Ordinance No. 801 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REPEALING ORDINANCE NO. 720 AND APPROVING AN ADJUSTMENT TO THE COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL.  
(SECOND READING)

*RECOMMENDED ACTION: Adopt Ordinance No. 801.*

7. **ACTION ITEMS**

- 7.1 Discussion and consideration of an appointment to the Civic-Recreational-Industrial Authority.

*RECOMMENDED ACTION: Discuss and make an appointment to the Civic-Recreational-Industrial Authority and/or provide additional direction to staff.*

- 7.2 Discussion and direction regarding a sponsorship request from The Gabriel Foundation for the 2017 Industry Hills Charity Pro Rodeo.

*RECOMMENDED ACTION: Discuss and provide direction to Staff.*

- 7.3 Consideration of Proposition A Assignment Agreement between the City of San Gabriel and the City of Industry for the exchange of Prop A Funds.

*RECOMMENDED ACTION: Approve the Agreement.*

- 7.4 Consideration of Amendment No. 1 to the License Agreement with Downtown Apex Motors, LLC, for Access to Assessor's Parcel No. 8264-201-925, located at 17300 East Gale Avenue, as a Temporary Overflow Vehicle Parking Area for Vehicle Inventory.

*RECOMMENDED ACTION: Approve the Amendment.*

- 7.5 Consideration of Amendment No. 2 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Authority (Metro) for the SR 57/60 Confluence Project (Westbound Slip On-Ramp)

*RECOMMENDED ACTION: Approve the Amendment.*

- 7.6 Consideration of License Agreements between private property owners and the City for work on private property associated with the San Jose Avenue Reconstruction Project.

*RECOMMENDED ACTION: Approve the Agreements and authorize the City Manager to execute same for all properties that need to be accessed to perform the work.*

- 7.7 Consideration of License Agreements between private property owners and the City for work on private property associated with the Don Julian Resurfacing from 6<sup>th</sup> Avenue to 7<sup>th</sup> Avenue and Unruh Avenue.

*RECOMMENDED ACTION: Approve the Agreements and authorize the City Manager to execute same for all properties that need to be accessed to perform the work.*

- 7.8 Consideration of Development Plan No. 17-4, proposed by John Cataldo Architects on behalf of Jeff Bernstein for a 6,282 square foot two-story office expansion to the north side of an existing industrial building located at 1085 Bixby Drive in the City of Industry.

- a. Consideration of Resolution No. CC 2017-22 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-4, PERMITTING A 6,282 SQUARE FOOT TWO-STORY OFFICE ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT, LOCATED AT 1085 BIXBY DRIVE, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF.

RECOMMENDED ACTION:  
22.

Adopt Resolution No. CC 2017-

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: Assessor's Parcel Numbers 8264-003-008, 8264-003-009, and 8264-003-014 (18725, 18825 and 18810 San Jose Avenue, City of Industry)  
City Negotiators: Paul J. Philips, City Manager and James M. Casso, City Attorney  
Negotiating Party: Majestic Realty Co.  
Under Negotiation: Price and Terms of Payment

11.2 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: 15200 Valley Boulevard, City of Industry  
City Negotiators: Paul J. Philips, City Manager and James M. Casso, City Attorney  
Negotiating Party: Jose Villa and Juan Villa  
Under Negotiation: Price and Terms of Payment

11.3 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: Tres Hermanos Property – APN: 8701-021-271, 8701-022-270, and 8701-022-273 (Los Angeles County), 1000-011-19, 1000-011-20, 1000-011-21, And 1000-011-22, 1000-021-13, 1000-021-14, 1000-031-14 and 1000-031-15 (San Bernardino County)  
City Negotiators: Paul J. Philips, City Manager and James M. Casso, City Attorney  
Under Negotiation: Price and Terms of Payment

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

11.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Case: Kent v. City of Industry  
Los Angeles County Superior Court  
Case No. KC069083

12. Adjournment to Thursday, July 13, 2017 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 6.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF JUNE 22, 2017**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,683,440.56
120	CAPITAL IMPROVEMENT FUND	538,775.05
161	IPUC - ELECTRIC	566,167.62
TOTAL ALL FUNDS		3,788,383.23

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	462,637.71
REF	REFUSE - CKING ACCOUNT	1,341,356.37
WFBK	WELLS FARGO - CKING ACCOUNT	1,984,389.15
TOTAL ALL BANKS		3,788,383.23

APPROVED PER CITY MANAGER

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**CITY OF INDUSTRY  
BANK OF AMERICA  
June 22, 2017**

Check	Date		Payee Name	Check Amount
<b>CITYELEC.CHK - City Electric</b>				
1415	05/23/2017		CITY OF INDUSTRY	\$317,567.18
	Invoice	Date	Description	Amount
	05/23/17-A	05/23/2017	TRANSFER FUNDS-ELECTRIC	\$317,567.18
1416	06/06/2017		CITY OF INDUSTRY	\$105,724.89
	Invoice	Date	Description	Amount
	06/06/17	06/06/2017	TRANSFER FUNDS-ELECTRIC	\$105,724.89
<b>CITYGEN.CHK - City General</b>				
WT1014	05/23/2017		MIDAMERICA ADMINISTRATIVE &	\$27,345.64
	Invoice	Date	Description	Amount
	JUN-JUL2017	05/23/2017	MEDICAL PREMIUM REIMBURSEMENTS	\$27,345.64
24360	06/07/2017		VOIDED- PAPER JAM	\$0.00
24361	06/06/2017		CIVIC RECREATIONAL INDUSTRIAL	\$12,000.00
	Invoice	Date	Description	Amount
	06/06/17	06/06/2017	TRANSFER FUNDS-CRIA A/P	\$12,000.00

Checks	Status	Count	Transaction Amount
	Total	5	\$462,637.71

**CITY OF INDUSTRY  
WELLS FARGO REFUSE**

**June 22, 2017**

Check	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
WT222	06/01/2017		CITY OF INDUSTRY DISPOSAL CO.	\$630,989.07
	Invoice	Date	Description	Amount
	2871776	05/31/2017	REFUSE SVC 5/1-5/23/17	\$630,989.07
WT223	06/07/2017		CITY OF INDUSTRY DISPOSAL CO.	\$710,367.30
	Invoice	Date	Description	Amount
	2878209	06/07/2017	REFUSE SVC 5/24-5/31/17	\$710,367.30

Checks	Status	Count	Transaction Amount
	Total	2	\$1,341,356.37

**CITY OF INDUSTRY  
WELLS FARGO BANK**

June 22, 2017

Checks	Date		Payee Name	Check	Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
66507	06/06/2017		AT & T		\$312.86
	Invoice	Date	Description	Amount	
	2017-00001465	05/17/2017	05/17-06/16/17 SVC - 17001 CARBON CYN RD-	\$145.46	
	2017-00001466	05/17/2017	05/17-06/16/17 SVC - 15000 TONNER CYN RD-	\$167.40	
66508	06/06/2017		AT & T		\$176.00
	Invoice	Date	Description	Amount	
	2237546302	05/23/2017	04/19-05/18/17 SVC - 600 S BREA CYN-METROLINK	\$176.00	
66509	06/06/2017		FRONTIER		\$167.01
	Invoice	Date	Description	Amount	
	2017-00001467	05/22/2017	05/22-06/21/17 SVC - EM-21733 BAKER PKWY BLDG	\$50.83	
	2017-00001468	05/25/2017	05/25-06/24/17 SVC - EM-21760 GARCIA LN	\$65.35	
	2017-00001469	05/25/2017	05/25-06/24/17 SVC - EM-21535 BAKER PKWY BLDG	\$50.83	
66510	06/06/2017		ROWLAND WATER DISTRICT		\$2,527.73
	Invoice	Date	Description	Amount	
	2017-00001473	05/24/2017	04/17-05/16/17 SVC - AZUSA AVE 205597	\$75.73	
	2017-00001474	05/24/2017	04/17-05/16/17 SVC - AZUSA AVE - CENTER	\$85.45	
	2017-00001475	05/24/2017	04/18-05/17/17 SVC - 1123D HATCHER ST	\$59.53	
	2017-00001476	05/24/2017	04/18-05/17/17 SVC - AZUSA AVE (RC)	\$80.14	
	2017-00001477	05/24/2017	04/18-05/17/17 SVC - 755 NOGALES (RC)	\$160.61	
	2017-00001478	05/24/2017	04/18-05/17/17 SVC - HURLEY ST & VALLEY	\$382.31	
	2017-00001479	05/24/2017	04/18-05/17/17 SVC - 18044 ROWLAND-LAWSON	\$134.05	
	2017-00001480	05/24/2017	04/18-05/17/17 SVC - 17401 VALLEY BLVD	\$625.31	
	2017-00001481	05/24/2017	04/18-05/17/17 SVC - 930 AZUSA AVE	\$638.27	
	2017-00001482	05/24/2017	04/18-05/17/17 SVC - 17217 & 17229 CHESTNUT - IRR	\$286.33	
66511	06/06/2017		SAN GABRIEL VALLEY WATER CO.		\$8,083.10
	Invoice	Date	Description	Amount	
	2017-00001483	05/26/2017	04/27-05/25/17 SVC - PELLISSIER	\$764.86	

**CITY OF INDUSTRY  
WELLS FARGO BANK**

June 22, 2017

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2017-00001484	05/26/2017	04/27-05/25/17 SVC - PELLISSIER	\$399.50
	2017-00001485	05/26/2017	04/27-05/25/17 SVC - CROSSROADS PKWY STA 111-	\$472.39
	2017-00001486	05/26/2017	04/27-05/25/17 SVC - CROSSROADS PKWY STA 129-	\$953.11
	2017-00001487	05/26/2017	04/27-05/25/17 SVC - CROSSROADS PKWY NORTH	\$423.03
	2017-00001488	05/26/2017	04/27-05/25/17 SVC - CROSSROADS PKWY SOUTH	\$1,266.81
	2017-00001489	05/26/2017	04/27-05/25/17 SVC - CROSSROADS PKWY STA 103-	\$263.97
	2017-00001490	05/26/2017	04/27-05/25/17 SVC - CROSSROADS PKWY SOUTH	\$917.19
	2017-00001491	05/26/2017	04/27-05/25/17 SVC - PELLISSIER	\$331.20
	2017-00001492	05/26/2017	04/27-05/25/17 SVC - PECK/UNION PACIFIC BRIDGE	\$762.56
	2017-00001493	05/26/2017	04/27-05/25/17 SVC - S/E COR OF PELLISSIER	\$1,334.04
	2017-00001494	05/26/2017	04/27-05/25/17 SVC - IRRIG SALT LAKE/SEVENTH	\$194.44
<b>66512</b>	06/06/2017		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$741.57</b>
	Invoice	Date	Description	Amount
	2017-00001470	05/26/2017	04/01-05/24/17 SVC - 600 BREA CYN RD-METROLINK	\$91.85
	2017-00001471	05/27/2017	04/26-05/25/17 SVC - BREA CYN RD-VARIOUS SITES	\$649.72
<b>66513</b>	06/06/2017		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$20,445.41</b>
	Invoice	Date	Description	Amount
	7500780012	05/23/2017	04/01-04/30/17 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
	7500780013	05/23/2017	04/01-04/30/17 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
	7500780014	05/23/2017	04/01-04/30/17 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500780024	05/23/2017	04/01-04/30/17 SVC - 133 N. AZUSA AVE	\$1,860.71
	7500780025	05/23/2017	04/01-04/30/17 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
<b>66514</b>	06/06/2017		<b>SOCALGAS</b>	<b>\$77.83</b>
	Invoice	Date	Description	Amount
	2017-00001472	05/23/2017	04/20-05/19/17 SVC - 15415 DON JULIAN RD	\$77.83
<b>66515</b>	06/06/2017		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$4,400.56</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	180021211438	05/24/2017	04/25-05/23/17 SVC - AZUSA & GEMINI	\$4,400.56
<b>66516</b>	06/07/2017		<b>FIDELITY SECURITY LIFE</b>	<b>\$1,346.76</b>
	Invoice	Date	Description	Amount
	10003557	06/01/2017	VISION PREMIUM FOR JUNE 2017	\$1,346.76
<b>66517</b>	06/07/2017		<b>HUMANA INSURANCE COMPANY</b>	<b>\$4,804.17</b>
	Invoice	Date	Description	Amount
	389690328	05/23/2017	DENTAL PREMIUM FOR JUNE 2017	\$4,804.17
<b>66518</b>	06/07/2017		<b>MUTUAL OF OMAHA</b>	<b>\$5,983.66</b>
	Invoice	Date	Description	Amount
	637281917	06/01/2017	LIFE INSURANCE PREMIUM FOR JUNE 2017	\$5,983.66
<b>66519</b>	06/07/2017		<b>UNUM LIFE INSURANCE COMPANY</b>	<b>\$5,569.60</b>
	Invoice	Date	Description	Amount
	6/1-6/30/17	05/18/2017	LONG TERM CARE PREMIUM FOR JUNE 2017	\$5,569.60
<b>66520</b>	06/08/2017		<b>SHELL ENERGY NORTH AMERICA-</b>	<b>\$83,616.00</b>
	Invoice	Date	Description	Amount
	1834580	06/01/2017	WHOLESALE USE-MAY 2017	\$83,616.00
<b>66521</b>	06/14/2017		<b>FRONTIER</b>	<b>\$153.50</b>
	Invoice	Date	Description	Amount
	2017-00001501	05/28/2017	05/28-06/27/17 SVC - EM-21912 GARCIA LN-ALARM	\$65.35
	2017-00001502	05/28/2017	05/28-06/27/17 SVC - EM-179 S. GRAND AVE	\$37.32
	2017-00001503	05/28/2017	05/28-06/27/17 SVC - EM-21700 BAKER PKWY BLDG	\$50.83
<b>66522</b>	06/14/2017		<b>SHELL ENERGY NORTH AMERICA-</b>	<b>\$5,950.00</b>
	Invoice	Date	Description	Amount
	1834579	06/01/2017	WHOSALE USE FOR 5/1-6/30/17	\$5,950.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
66523	06/14/2017		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$1,358.02</b>
	Invoice	Date	Description	Amount
	2017-00001504	05/31/2017	04/28-05/30/17 SVC - 137 N HUDSON AVE	\$345.64
	2017-00001505	06/01/2017	04/28-05/30/17 SVC - VARIOUS SITES	\$520.78
	2017-00001506	06/02/2017	05/01-06/01/17 SVC - 1 VALLEY/AZUSA	\$15.82
	2017-00001507	06/02/2017	05/01-06/01/17 SVC - 600 BREA CYN RD	\$475.78
66524	06/14/2017		<b>VERIZON WIRELESS - LA</b>	<b>\$1,087.16</b>
	Invoice	Date	Description	Amount
	9786504604	05/26/2017	04/27-05/26/17 SVC - VARIOUS WIRELESS SITES	\$973.13
	9786504605	05/26/2017	04/27-05/26/17 SVC - MOBILE BROADBAND	\$114.03
66525	06/22/2017		<b>ALL AMERICAN ELECTRIC</b>	<b>\$440.00</b>
	Invoice	Date	Description	Amount
	5786	05/30/2017	SERVICE CALL-CITY HALL	\$440.00
66526	06/22/2017		<b>ALVAKA NETWORKS</b>	<b>\$18,725.17</b>
	Invoice	Date	Description	Amount
	159196NP	05/31/2017	TRIP CHARGE	\$165.00
	159093	06/01/2017	NETWORK MAINT-JUL 2017	\$5,745.17
	159059	06/01/2017	NETWORK MAINT-JUL 2017	\$6,620.00
	159136	05/26/2017	ADD'L HOURS FOR MAY 2017	\$5,440.00
	159066	06/01/2017	NETWORK MAINT-HOMESTEAD	\$755.00
66527	06/22/2017		<b>ARAMARK REFRESHMENT SERVICE,</b>	<b>\$82.84</b>
	Invoice	Date	Description	Amount
	8354169	06/06/2017	COFFEE/OFFICE SUPPLIES	\$82.84
66528	06/22/2017		<b>B AND T CATTLE</b>	<b>\$14,580.00</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
69	06/01/2017		MAINT SVC-JUN 2017	\$14,580.00
66529	06/22/2017		BLAKE AIR CONDITIONING	\$1,471.80
	Invoice	Date	Description	Amount
	44973	06/06/2017	A/C MAINT-CITY HALL	\$370.80
	44869	05/26/2017	A/C MAINT-CITY HALL	\$1,101.00
66530	06/22/2017		BOUZA LAW FIRM	\$24,560.00
	Invoice	Date	Description	Amount
	661	04/30/2017	LEGAL SVC-APR 2017	\$14,885.00
	645	03/31/2017	LEGAL SVC-MAR 2017	\$9,675.00
66531	06/22/2017		BUTSKO UTILITY DESIGN INC.	\$4,740.00
	Invoice	Date	Description	Amount
	28916A	03/31/2017	AZUSA-CHESTNUT PROJECT FUND	\$4,740.00
66532	06/22/2017		BYRNE & NIXON, LLP	\$16,203.70
	Invoice	Date	Description	Amount
	02/28/17	02/28/2017	LEGAL SVC-NOV 2016-JAN 2017	\$16,203.70
66533	06/22/2017		CDW GOVERNMENT LLC	\$70.00
	Invoice	Date	Description	Amount
	HZJ0773	05/26/2017	ADOBE ACROBAT PRO DC LICENSES	\$70.00
66534	06/22/2017		CHANNEL CRAFT & DISTRIBUTION,	\$529.68
	Invoice	Date	Description	Amount
	225682	05/10/2017	STORE STOCK ITEMS-HOMESTEAD	\$374.13
	225809	05/15/2017	STORE STOCK ITEMS-HOMESTEAD	\$155.55
66535	06/22/2017		CITY OF FOSTER CITY	\$7,000.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

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

	11120	05/31/2017	CALOPPS ANNUAL FEE 12/10/15-12/9/17	\$7,000.00
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66536	06/22/2017		CITY OF INDUSTRY DISPOSAL CO.	\$2,380.38
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	Invoice	Date	Description	Amount
	2871823	05/31/2017	DISP SVC-16212 TEMPLE AVE	\$73.61
	2871822	05/31/2017	DISP SVC-14310 PROCTOR AVE.	\$84.51
	2871821	05/31/2017	DISP SVC-16200 TEMPLE AVE	\$84.51
	2871820	05/31/2017	DISP SVC-15236 VALLEY BLVD	\$169.02
	2871819	05/31/2017	DISP SVC-138 TURNBULL CYN RD	\$28.17
	2871818	05/31/2017	DISP SVC-132 TURNBULL CYN RD	\$28.17
	2871817	05/31/2017	DISP SVC-130 TURNBULL CYN RD	\$28.17
	2871816	05/31/2017	DISP SVC-17229 CHESTNUT ST	\$84.51
	2871815	05/31/2017	DISP SVC-15722 NELSON AVE	\$28.17
	2871814	05/31/2017	DISP SVC-20137 E WALNUT DR S	\$28.17
	2871813	05/31/2017	DISP SVC-22036 VALEY BLVD	\$84.51
	2871812	05/31/2017	DISP SVC-14063 PROCTOR AVE	\$84.51
	2871811	05/31/2017	DISP SVC-134 TURNBULL CYN RD	\$28.17
	2871810	05/31/2017	DISP SVC-15652 NELSON AVE	\$28.17
	2871809	05/31/2017	DISP SVC-15714 NELSON AVE	\$28.17
	2871808	05/31/2017	DISP SVC-16224 BV HANDORF RD	\$28.17
	2871807	05/31/2017	DISP SVC-16238 BV HANDORF RD	\$28.17
	2871806	05/31/2017	DISP SVC-16227 BV HANDORF RD	\$28.17
	2871805	05/31/2017	DISP SVC-16217 BV HANDORF RD	\$56.34
	2871804	05/31/2017	DISP SVC-16218 BV HANDORF RD	\$28.17
	2871803	05/31/2017	DISP SVC-16220 BV HANDORF RD	\$84.51
	2871802	05/31/2017	DISP SVC-16242 BV HANDORF RD	\$56.34
	2871801	05/31/2017	DISP SVC-16229 BV HANDORF RD	\$28.17
	2871800	05/31/2017	DISP SVC-16014 HILL ST	\$28.17
	2871799	05/31/2017	DISP SVC-16010 HILL ST	\$56.34
	2871798	05/31/2017	DISP SVC-16000 HILL ST	\$28.17
	2871797	05/31/2017	DISP SVC-15157 WALBROOK DR	\$28.17

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
2871796	05/31/2017		DISP SVC-15151 PROCTOR AVE	\$84.51
2871795	05/31/2017		DISP SVC-643 GIANO AVE	\$56.34
2871794	05/31/2017		DISP SVC-257 TURNBULL CYN RD	\$42.26
2871793	05/31/2017		DISP SVC-15634 NELSON AVE	\$28.17
2871792	05/31/2017		DISP SVC-15736 NELSON AVE	\$28.17
2871791	05/31/2017		DISP SVC-16020 HILL ST	\$84.51
2871790	05/31/2017		DISP SVC-210 S 9TH AVE	\$56.34
2871789	05/31/2017		DISP SVC-754 S 5TH AVE	\$56.34
2871788	05/31/2017		DISP SVC-629 GIANO AVE	\$56.34
2871787	05/31/2017		DISP SVC-15626 NELSON AVE	\$28.17
2871786	05/31/2017		DISP SVC-15644 NELSON AVE	\$28.17
2871785	05/31/2017		DISP SVC-15730 NELSON AVE	\$28.17
2871784	05/31/2017		DISP SVC-507 TURNBULL CYN RD	\$56.34
2871783	05/31/2017		DISP SVC-15702 NELSON AVE	\$28.17
2871782	05/31/2017		DISP SVC-15710 NELSON AVE	\$28.17
2871781	05/31/2017		DISP SVC-14362 PROCTOR AVE	\$84.51
2871780	05/31/2017		DISP SVC-16000 TEMPLE AVE	\$151.76
2871779	05/31/2017		DISP SVC-3226 GILMAN RD	\$84.51
<b>66537</b>	<b>06/22/2017</b>		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$130,000.00</b>
Invoice	Date	Description	Amount	
P/R 6/15/17	06/14/2017	REIMBURSE PAYROLL FOR 6/15/17	\$130,000.00	
<b>66538</b>	<b>06/22/2017</b>		<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$4,376.33</b>
Invoice	Date	Description	Amount	
2877003	06/01/2017	DISP SVC-CITY BUS STOPS	\$4,376.33	
<b>66539</b>	<b>06/22/2017</b>		<b>CNC ENGINEERING</b>	<b>\$173,797.59</b>
Invoice	Date	Description	Amount	
455886	06/08/2017	ON-CALL STREET MAINT PROGRAM	\$831.50	
455887	06/08/2017	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	\$12,496.05	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
455888	06/08/2017	2016-2017 SLURRY SEAL	\$2,912.13
455889	06/08/2017	ARENTH AVE RECONSTRUCTION	\$1,063.83
455890	06/08/2017	CITYWIDE CATCH BASIN RETROFIT	\$1,376.27
455891	06/08/2017	GENERAL ENGINEERING SVC	\$46,881.49
455892	06/08/2017	GENERAL ENGINEERING SVC-MAINT OF CITY	\$37,146.61
455893	06/08/2017	TONNER CYN PROPERTY	\$2,557.57
455894	06/08/2017	REPLACE STEEL WATERLINE-BREA CREEK	\$1,829.21
455895	06/08/2017	COLIMA RD WIDENING	\$2,838.79
455896	06/08/2017	PUENTE VALLEY OPERABLE UNIT	\$415.73
455897	06/08/2017	SAFETY UPGRADE AT VARIOUS RR CROSSINGS	\$332.58
455898	06/08/2017	TRAFFIC SIGNAL AT DON JULIAN-SIXTH AVE	\$8,004.05
455899	06/08/2017	SANITATION DISTRICT INTERMODAL FACILITY	\$86.24
455900	06/08/2017	SAN JOSE AVE RECONSTRUCTION	\$166.29
455901	06/08/2017	TRAIL IMPROVEMENTS ALONG TEMPLE AVE	\$332.58
455902	06/08/2017	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$415.73
455903	06/08/2017	FISCAL YEAR BUDGET	\$7,616.97
455904	06/08/2017	ROWLAND ST RECONSTRUCTION	\$5,611.32
455905	06/08/2017	BIXBY DR PCC PAVEMENT	\$166.29
455906	06/08/2017	AZUSA AVE AND TEMPLE AVE INTERSECTION	\$166.29
455907	06/08/2017	VARIOUS ASSIGNMENTS-SA TO IUDA	\$2,932.71
455908	06/08/2017	NELSON AVE AND PUENTE AVE INTERSECTION	\$249.44
455909	06/08/2017	BONELLI ST RESURFACING	\$1,074.16
455910	06/08/2017	SPEED SURVEY	\$10,121.91
455911	06/08/2017	RESURFACING OF UNRUH AVE/DON JULIAN	\$1,291.58
455912	06/08/2017	CARTEGRAPH IMPLEMENTATION/MGMT	\$1,527.51
455913	06/08/2017	PLANETBIDS IMPLEMENTATION/MGMT	\$500.85
455914	06/08/2017	COI ADDRESS AND BUSINESS ATLAS	\$2,550.60
455915	06/08/2017	SEWER ATLAS FOR COI	\$702.30
455916	06/08/2017	FULLERTON RD GRADE SEPARATION	\$11,273.82
455917	06/08/2017	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$166.29
455918	06/08/2017	FAIRWAY DR GRADE SEPARATION	\$5,569.06

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	455919	06/08/2017	TURNBULL CYN GRADE SEPARATION	\$668.26
	455920	06/08/2017	NOGALES GRADE SEPARATION	\$1,921.58
<b>66540</b>	06/22/2017		<b>CORELOGIC INFORMATION</b>	<b>\$192.50</b>
	Invoice	Date	Description	Amount
	81810279	05/31/2017	GEOGRAPHIC PKG-MAY 2017	\$192.50
<b>66541</b>	06/22/2017		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$20,577.69</b>
	Invoice	Date	Description	Amount
	PW-17050909876	05/09/2017	TRAFFIC SIGNAL MAINT	\$20,577.69
<b>66542</b>	06/22/2017		<b>DIRECTV - FOR BUSINESS</b>	<b>\$25.62</b>
	Invoice	Date	Description	Amount
	31534897282	05/31/2017	RSN FEE	\$25.62
<b>66543</b>	06/22/2017		<b>ENCO UTILITY SERVICES</b>	<b>\$2,500.00</b>
	Invoice	Date	Description	Amount
	20-3-03-29	05/09/2017	CUSTOMER ACCOUNT SVC	\$2,500.00
<b>66544</b>	06/22/2017		<b>FIRST AMERICAN DATA TREE, LLC</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	20043650517	05/31/2017	PROPERTY DATA INFORMATION	\$200.00
<b>66545</b>	06/22/2017		<b>FRAZER, LLP</b>	<b>\$800.00</b>
	Invoice	Date	Description	Amount
	149417	05/31/2017	COI-PROF SVC FOR MAY 2017	\$800.00
<b>66546</b>	06/22/2017		<b>FUEL PROS, INC.</b>	<b>\$225.00</b>
	Invoice	Date	Description	Amount
	30320	05/19/2017	INDUSTRY HILLS FUEL STN MAINT	\$225.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
66547	06/22/2017		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	00087726	06/01/2017	MONTHLY ELEVATOR SVC	\$138.00
66548	06/22/2017		HARDT, JULIE	\$47.51
	Invoice	Date	Description	Amount
	6/013/17	06/13/2017	REIMBURSEMENT FOR MILEAGE-CALPERS	\$47.51
66549	06/22/2017		HISTORICAL RESOURCES, INC.	\$3,941.94
	Invoice	Date	Description	Amount
	05/25/2017	05/25/2017	REIMBURSEMENT FOR F&M CREDIT CARD	\$3,941.94
66550	06/22/2017		INDUSTRY MANUFACTURERS	\$20.00
	Invoice	Date	Description	Amount
	06/06/17	06/06/2017	REIMBURSEMENT FOR BUSINESS DIRECTORY	\$20.00
66551	06/22/2017		INDUSTRY SECURITY SERVICES	\$40,326.10
	Invoice	Date	Description	Amount
	14-20922	06/09/2017	SECURITY SVC-TRES HERMANOS	\$2,250.22
	14-20920	06/09/2017	SECURITY SVC 6/2-6/8/17	\$17,206.80
	14-20886	06/02/2017	SECURITY SVC 5/26-6/1/17	\$17,601.44
	14-20888	06/02/2017	SECURITY SVC-TRES HERMANOS	\$2,481.64
	14-20890	06/02/2017	VEHICLE FUEL-TRES HERMANOS	\$786.00
66552	06/22/2017		JANUS PEST MANAGEMENT	\$770.00
	Invoice	Date	Description	Amount
	188127	06/01/2017	PEST SVC-HOMESTEAD	\$580.00
	187171	04/07/2017	BEE REMOVAL-HOMESTEAD	\$190.00
66553	06/22/2017		KEISER, KRISTIN	\$100.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	06/08/17	06/08/2017	PHOTOGRAPHY SVC ON 6/8/17	\$100.00
<b>66554</b>	06/22/2017		<b>KIMLEY-HORN &amp; ASSOCIATES, INC.</b>	<b>\$3,395.01</b>
	Invoice	Date	Description	Amount
	9356399	04/30/2017	ENGINEERING/TRAFFIC SURVEY	\$3,395.01
<b>66555</b>	06/22/2017		<b>KLINE'S PLUMBING, INC.</b>	<b>\$5,000.00</b>
	Invoice	Date	Description	Amount
	10348-2	05/19/2017	DEPOSIT FOR SEWER CAMERA AT EXPO CENTER	\$5,000.00
<b>66556</b>	06/22/2017		<b>L A COUNTY SHERIFF'S</b>	<b>\$808,423.83</b>
	Invoice	Date	Description	Amount
	174383NH	06/06/2017	SHERIFF CONTRACT-MAY 2017	\$786,655.86
	174348NH	05/23/2017	SPECIAL EVENT-DIRECTED PATROL	\$21,767.97
<b>66557</b>	06/22/2017		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$285.28</b>
	Invoice	Date	Description	Amount
	BS;05/17	05/24/2017	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.28
<b>66558</b>	06/22/2017		<b>LEAGUE OF CALIFORNIA CITIES</b>	<b>\$1,092.00</b>
	Invoice	Date	Description	Amount
	3461	06/01/2017	MEMBERSHIP DUES FY 2017-2018	\$1,092.00
<b>66559</b>	06/22/2017		<b>MONROE SYSTEMS FOR BUSINESS,</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	IN2124	05/28/2017	MAINT AGREEMENT-BOND TRADER 7/28/17-7/27/18	\$200.00
<b>66560</b>	06/22/2017		<b>ONLINE SOLUTIONS, LLC</b>	<b>\$10,800.00</b>
	Invoice	Date	Description	Amount
	2653	05/02/2017	ANNUAL SUBSCRIPTIONS 9/1/17-8/31/18	\$10,800.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check	Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
66561	06/22/2017		PHILIPS, PAUL J.		\$224.15
	Invoice	Date	Description	Amount	
	06/12/17	06/12/2017	REIMBURSE FOR EXPENSES-LUNCH MEETINGS	\$224.15	
66562	06/22/2017		PITNEY BOWES, INC.		\$110.96
	Invoice	Date	Description	Amount	
	3101296849	06/01/2017	POSTAGE MACHINE-JUN 2017	\$110.96	
66563	06/22/2017		PRICE, POSTEL & PARMA, LLP		\$7,491.69
	Invoice	Date	Description	Amount	
	140012	05/09/2017	LEGAL SVC-REAL ESTATE MATTERS	\$7,491.69	
66564	06/22/2017		Procure!T USA, LLC		\$354.12
	Invoice	Date	Description	Amount	
	PIT111770	06/02/2017	COMPUTER EQUIPMENT	\$103.28	
	PIT111752	06/02/2017	COMPUTER EQUIPMENT	\$233.66	
	PIT111728	06/02/2017	COMPUTER EQUIPMENT	\$17.18	
66565	06/22/2017		PUENTE BASIN WATERMASTER		\$23,767.22
	Invoice	Date	Description	Amount	
	17-2	05/29/2017	SA-OPERATING BUDGET FOR FY 2017-2018	\$11,883.61	
	17-1	05/29/2017	COI-OPERATING BUDGET FOR FY 2017-2018	\$11,883.61	
66566	06/22/2017		RICOH USA, INC.		\$122.85
	Invoice	Date	Description	Amount	
	5048640287	05/23/2017	METER READING-FINANCE COPIER	\$122.85	
66567	06/22/2017		RICOH USA, INC.		\$288.27
	Invoice	Date	Description	Amount	
	54679831	05/20/2017	COPIER LEASE-CODE ENFORCEMENT	\$288.27	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
June 22, 2017**

Checks	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
66568	06/22/2017		<b>SAN GABRIEL VALLEY NEWSPAPER</b>	<b>\$760.72</b>
	Invoice	Date	Description	Amount
	0010941973	05/01/2017	REQUEST FOR PROPOSAL-STORMWATER PROJ MP	\$760.72
66569	06/22/2017		<b>SO CAL INDUSTRIES</b>	<b>\$93.85</b>
	Invoice	Date	Description	Amount
	274810	05/24/2017	RR RENTAL-TONNER CYN RD/GRAND AVE	\$93.85
66570	06/22/2017		<b>STAPLES BUSINESS ADVANTAGE</b>	<b>\$1,385.58</b>
	Invoice	Date	Description	Amount
	8044641649	05/20/2017	OFFICE SUPPLIES	\$57.61
	8044762742	05/27/2017	OFFICE SUPPLIES	\$1,327.97
66571	06/22/2017		<b>STATE COMPENSATION INS. FUND</b>	<b>\$5,131.33</b>
	Invoice	Date	Description	Amount
	JUNE 2017	06/02/2017	PREMIUM FOR 6/1-7/1/17	\$5,131.33
66572	06/22/2017		<b>SULLY MILLER CONTRACTING</b>	<b>\$439,151.27</b>
	Invoice	Date	Description	Amount
	#9CITY-1421	06/01/2017	VALLEY BLVD RECONSTRUCTION	\$462,264.50
66573	06/22/2017		<b>U.S. NATIONAL BANK</b>	<b>\$23,113.23</b>
	Invoice	Date	Description	Amount
	#9CITY-1421-RET	06/01/2017	RETENTION-VALLEY BLVD RECONSTRUCTION	\$23,113.23
66574	06/22/2017		<b>THE DOLPHIN GROUP, INC.</b>	<b>\$36,000.00</b>
	Invoice	Date	Description	Amount
	30787	04/30/2017	MEDIA CONSULTING-IMC	\$6,000.00
	30822	05/31/2017	MEDIA CONSULTING-IMC	\$6,000.00
	30630	12/31/2016	MEDIA CONSULTING-IMC	\$6,000.00
	30687	01/31/2017	MEDIA CONSULTING-IMC	\$6,000.00

**CITY OF INDUSTRY  
WELLS FARGO BANK**

**June 22, 2017**

Checks	Date		Payee Name	Check	Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
	30714	02/28/2017	MEDIA CONSULTING-IMC		\$6,000.00
	30744	03/31/2017	MEDIA CONSULTING-IMC		\$6,000.00
<b>66575</b>	06/22/2017		<b>VANGUARD CLEANING SYSTEMS,</b>		<b>\$995.00</b>
	Invoice	Date	Description	Amount	
	40326	06/01/2017	JANITORIAL SVC-HOMESTEAD	\$995.00	
<b>66576</b>	06/22/2017		<b>WEATHERITE SERVICE</b>		<b>\$580.00</b>
	Invoice	Date	Description	Amount	
	L171344	05/18/2017	A/C MAINT-IMC BLDG	\$164.00	
	L171509	05/15/2017	A/C MAINT-IMC BLDG	\$416.00	

Checks	Status	Count	Transaction Amount
	Total	70	\$1,984,389.15

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

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

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

**DATE:** June 22, 2017

**SUBJECT:** Update/Report on the Strategic Visioning Process with the Dolphin Group for (1) the Industry Manufacturers Council (IMC), and (2) the Industry Expo Center

Please find attached, for your review, recent updates regarding work completed by the Dolphin Group in concert with the IMC and the Expo Center staff.

IT IS RECOMMENDED that the City Council receive and file the reports.

## Memorandum

Date: June 14, 2017  
To: Paul Philips, City Manager, City of Industry  
From: Ben Wong, Executive Director, Industry Manufacturers Council (IMC)  
Re: Update/Report on Strategic Visioning Process with the Dolphin Group

### **Background:**

Following the retirement of IMC's longtime Executive Director in late 2015, Christine Aghassi and Becky Warren with the Dolphin Group conducted meetings in March and April last year with the IMC Board of Directors and then Executive Director Ron Whittemore, as well as a separate meeting with IMC staff. The purpose of those meetings was to review the organization's mission, discuss future direction for IMC, and develop goals to help achieve the IMC's new/renewed or refocused mission going forward. From those discussions, the Board ultimately adopted a new mission for the organization:

"To encourage and promote a business-friendly community for the purpose of advancing economic development."

### **Future Direction, Operational and Programming Changes:**

In recognition of the increasingly diverse mix of business types in the City of Industry, from its historic and once dominant manufacturing focus, the Board approved changing the IMC's official name to the "Industry Business Council and Chamber of Commerce." And while the name change was filed with and accepted by the State, the "rebranding" to Industry Business Council (IBC) has not been rolled out publically, pending finalization of a new logo and redesign of the IMC/IBC website. At present, that roll out is expected in the third quarter of 2017.

Beyond the new name/rebranding efforts, and building on the foundation of the "visioning" work, lead by the Dolphin Group, the IMC/IBC has implemented operational changes, e.g. increasing event revenues while cutting expenses, or using Constant Contact and Eventbrite for marketing and event registration. Other operational efficiencies will be realized as IMC/IBC's members and businesses database are migrated to a new, more robust CRM (customer relationship management) software platform. This new CRM platform, along with an upcoming dues restructuring are important components of the Board identified goal to improve membership development.

As for new programming, working closely with the Dolphin Group, the IMC secured restaurants and business sponsors to put on the first-ever "Taste of the Town," celebrating the City of Industry's 60th Anniversary. With an expected turnout of 500+, this event will more than exceed expectations, in large part because many nonprofit organizations took the opportunity to leverage ticket sales as a fundraising activity for their community service programs. Another Board identified goal, still to be implemented, is the strengthening of the IMC/IBC's advocacy on legislative and regulatory issues of importance to businesses in the City of Industry and in the private sector at large.

While positive steps have been taken to move the IMC/IBC forward, there is still much to do and we would welcome the opportunity to continue working with the Dolphin Group.

# CNC Equestrian Management Services, Inc.

Wednesday, June 14, 2017

The Dolphin Group has been working with Co-Managers Cory Moss and Jose Salazar at the Industry Hills Expo Center. They have been assisting staff with the future vision, growth and branding of the Industry Hills Expo Center, in conjunction with Civic-Recreational-Industrial Authority and the City of Industry. The main focus has been the following:

- Maximize revenue
- Promote future events both in the Grand Arena and in the Reception Halls (Avalon and Pavilion)
- Increase Horse related events on the weekends utilizing all the facility has to offer
- Increase weekday use of all venues (conferences, banquets and/or movie productions)

Additionally, the Dolphin Group has begun working on upgrading the website and its contents to better accommodate its clientele, as well as improvement of the overall marketing strategies. It has been a pleasure working with the Dolphin Group over the last several months.

A handwritten signature in black ink, appearing to read 'Cory Moss', with a long horizontal flourish extending to the right.

*CITY COUNCIL*

ITEM NO. 6.3

**ORDINANCE NO. 801**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REPEALING ORDINANCE NO. 720 AND APPROVING AN ADJUSTMENT TO THE COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL**

**WHEREAS**, Section 302 of the City's Charter provides, in pertinent part, that compensation for Council members may be increased by an Ordinance adopted in compliance with the provisions of California Government Code Section 36516.2; and

**WHEREAS**, Government Code Section 36516.2 was repealed in 1984. However, it appears that the language of the former section was included in what is now Government Code Section 36516(a)(4). Pursuant to Section 36516(a)(4), the amount of the salary increase cannot exceed five percent for each calendar year from the operative date of the last salary adjustment; and

**WHEREAS**, on January 11, 2007, the City Council adopted Ordinance No. 720 setting the compensation of Council Members at One Thousand Nine Hundred Thirty-One dollars and Forty-Four cents (\$1,931.44) per month, effective April 1, 2007; and

**WHEREAS**, City Staff is recommending a four percent increase to the City Council compensation, consistent with the cost of living increase over the past two years for the metropolitan area, totaling \$2,008.70 per month.

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

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

**Section 2.** Ordinance No. 720 is hereby repealed as of the effective date of this Ordinance.

**Section 3.** Pursuant to Section 302 of the City's Charter, and California Government Code 36516(a)(4), the compensation for the City Council members shall be the sum of Two Thousand Eight Dollars and Seventy Cents (\$2,008.70) per month.

**Section 4. Severability.** Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or 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.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss  
CITY OF INDUSTRY )

CITY CLERK'S CERTIFICATION  
RE: ADOPTION OF CITY ORDINANCE

I, Diane M. Schlichting, Chief Deputy City Clerk of the City of Industry, do hereby certify that the foregoing Ordinance No. 801 was introduced at the regular meeting of the City Council on June 8, 2017, and was adopted at a regular meeting of the City Council on June 22, 2017 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Diane M. Schlichting  
Chief Deputy City Clerk

(SEAL)

*CITY COUNCIL*

ITEM NO. 7.1



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council  
**FROM:** Paul J. Philips, City Manager *Paul J. Philips*  
**DATE:** June 22, 2017  
**SUBJECT:** One Vacant Position on the (City of Industry) Civic-Recreational-Industrial Authority

On June 13, 2017, Catherine Marcucci was sworn in to take a seat as a Council Member on the City Council. So, one vacant seat exists on the Civic-Recreational-Industrial Authority. A recent recruitment, with a deadline of June 9, 2017, resulted in the receipt of one application that was submitted by John Karns. A copy of the application is attached.

IT IS RECOMMENDED that the City Council take action to fill the vacant seat and/or provide additional direction to staff.

*CITY COUNCIL*

ITEM NO. 7.2



# CITY OF INDUSTRY

Incorporated June 18, 1957

## MEMORANDUM

**TO:** Honorable Mayor Radecki and Members of the City Council  
**FROM:** Paul J. Philips, City Manager *Paul J. Philips*  
**DATE:** June 22, 2017  
**SUBJECT:** Requested "sponsorship" for the 32<sup>nd</sup> Industry Hills Charity Pro Rodeo.

Please find attached June 6, 2017 correspondence from the President of the Gabriel Foundation and the Rodeo chair. Their joint request is for City sponsorship equal to last year's contribution, i.e. \$105,000.00.

IT IS RECOMMENDED that the City Council approve the request as described, in the attached June 6, 2017 letter.

**INDUSTRY HILLS  
CHARITY PRO RODEO**



June 6, 2017

Mr. Paul Phillips, City Manager  
City of Industry  
15625 Stafford St Suite 100  
City of Industry CA 91744

Dear Paul,

Please regard this letter as a request to the city for assistance in funding the 32<sup>nd</sup> Industry Hills Charity Pro Rodeo.

Over the past 31 years, this annual community event has raised nearly \$2,400,000 for local nonprofit organizations that provide programs and resources to underprivileged and disadvantaged children in the San Gabriel Valley. In addition, The Gabriel Foundation sponsored "Community Kids Day" has introduced the "Western Heritage" to thousands of 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade school children. Each year 4 local Service Clubs use the Rodeo volunteering as their major fund raising event.

Last year the City approved a generous increase in the amount of their sponsorship. This increase allowed the Committee to substantially upgrade the event, growing contestant participation and community interest in our Rodeo. A record number of quality participants turned out, many of them going on to the National Finals. We had record attendance for both the Saturday and Sunday performances. Equally important, our Community Kids Day held on Friday attracted over 3200 students, teachers and chaperones. Amazingly, over 400 community volunteers (including local law enforcement) helped plan and operate the 3 days of performances.

This year we are requesting a \$105,000 Sponsorship from the City (same as last year). We are pleased to recognize the City of Industry as the major sponsor of the Rodeo, as well as the Kids Day performance, a value of \$23,000. This year, despite our best efforts in expense reduction, we are facing increased costs for our stock contractor and marketing program. The City of Industry Sponsorship will enable us to continue providing the "free" Friday performance for the Kids.

We have always appreciated the generous support of the City and the IMC. We also feel the City gains a great deal from the event in terms of positive publicity and exposure from its sponsorship of the event. All of our promotional material prominently features the City of Industry name and logo. The City of Industry name is mentioned on radio advertisements, press releases, etc. In addition, the City benefits by showcasing the Industry Expo Center and Grand Arena for potential events.

Again, we extend our appreciation to the City of Industry for your past support and advocacy in making this a unique event which not only raises funds for underprivileged children but also brings together the local community.

We are attaching some additional documents regarding organizations that have received Grant funds, and also, the financial breakdown of costs for the event including Community Kids Day.

We are pleased to provide any additional information or clarification.

Respectfully,

A handwritten signature in black ink that reads "Ronald P. McPeak".

Ron McPeak, President  
The Gabriel Foundation

A handwritten signature in black ink that reads "Larry R. Hartmann".

Larry Hartmann, Rodeo Chairman  
Industry Hills Charity Pro Rodeo

**RODEO  
BENEFITTING**



**INDUSTRY HILLS CHARITY PRO RODEO**

Post Office Box 7006 • City of Industry, CA 91744-7006  
626-961-6892 • (F) 626-961-0691  
industryrodeo@aol.com • www.industryhillsporodeo.org

# Rodeo Benefits the City of Industry

City of Industry community goodwill and benevolence

Direct support of our disadvantaged children in the SGV through The Gabriel Foundation

Community Kids Day introduces "Western Heritage" to thousands of children

Influx of professional cowboys, cowgirls, and cowhands patronizing city resources  
Including hotels, food services, service stations, markets, stores, etc.

Marketing activities promoting City of Industry's major sponsorship  
Including billboards, radio ads, print ads, electronic signage, banners, etc.

Rodeo volunteers numbering over 400 in support of the 3-day event  
Including City employees, City affiliates, City residents, grant beneficiaries,  
generous citizens, service club members, etc.

IMC staff opportunities advocating the City of Industry

Expo Center promotional opportunities for facility awareness

Expo Center revenue enrichment through event fees

Recognition of Industry Sheriff Station and numerous Leaders and Deputies

Exposure for the Sheriff's Mounted Posse throughout the Rodeo

Sheriff Explorers Teams supporting critical areas of control

Attendee exposure to Workman Museum, Historical Society, Smokey Bear, etc

Local children able to experience Pony Rides, Petting Zoo, Souvenirs, Food Booths, etc

Rodeo staff generosity promoting the City of Industry 60<sup>th</sup> Anniversary  
Individual propensity for financial support of "Taste of the Town" Celebration

Rodeo Committees of numerous volunteers reinforcing our Rodeo Mission

2016-2017 Grants Presented (from 2016 Rodeo)

ORGANIZATION

• Community Kids Day	\$23,000
• Del Haven	\$22,000
• YAL	\$22,000
• YMCA	\$6,500
• Friends of the Heart	\$2,500
• ROP	\$5,000
• Citrus Valley Health	\$5,000
• New Horizons Caregiver	\$3,500
• San Gabriel Valley Dental	\$2,500
• East Valley Boys & Girls Club-LP	\$2,500
• Workman HS Band	\$500
• Community Service Crew	\$4,145

Total Contributions for 2016-2017                      \$99,145

YEAR	YOUTH ACTIVITIES		YMCA	OTHER COMMUNITY SERVICES		TOTAL
	DELHAVEN	LEAGUE	SUMMER SWIM PROGRAM			
1986 - 1995	\$ 150,100.00	\$ 125,000.00	\$ 16,000.00	\$ 4,950.00	\$	\$ 296,050.00
1996	\$ 22,000.00	\$ 24,000.00	\$ 5,000.00	\$ 500.00	\$	\$ 51,500.00
1997	\$ 22,000.00	\$ 20,000.00	\$ 5,000.00	\$ 500.00	\$	\$ 47,500.00
1998	\$ 23,000.00	\$ 20,000.00	\$ 5,000.00	\$ 1,300.00	\$	\$ 49,300.00
1999	\$ 23,500.00	\$ 25,000.00	\$ 6,000.00	\$ 1,300.00	\$	\$ 55,800.00
2000	\$ 26,000.00	\$ 30,000.00	\$ 11,000.00	\$ 500.00	\$	\$ 67,500.00
2001	\$ 33,000.00	\$ 30,000.00	\$ 11,000.00	\$ 1,500.00	\$	\$ 75,500.00
2002	\$ 33,000.00	\$ 30,000.00	\$ 12,000.00	\$ 2,375.00	\$	\$ 77,375.00
2003	\$ 36,000.00	\$ 33,000.00	\$ 13,000.00	\$ 5,775.00	\$	\$ 87,775.00
2004	\$ 40,000.00	\$ 40,000.00	\$ 13,000.00	\$ 8,900.00	\$	\$ 101,900.00
2005	\$ 40,000.00	\$ 40,000.00	\$ 13,000.00	\$ 24,000.00	\$	\$ 117,000.00
2006	\$ 43,000.00	\$ 45,000.00	\$ 13,000.00	\$ 21,800.00	\$	\$ 122,800.00
2007	\$ 43,000.00	\$ 45,000.00	\$ 16,000.00	\$ 59,000.00	\$	\$ 163,000.00
2008	\$ 43,000.00	\$ 45,000.00	\$ 16,000.00	\$ 61,000.00	\$	\$ 165,000.00
2009	\$ 36,600.00	\$ 38,250.00	\$ 13,600.00	\$ 51,550.00	\$	\$ 140,000.00
2010	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 38,000.00	\$	\$ 84,000.00
2011	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 40,000.00	\$	\$ 86,000.00
2012	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 41,500.00	\$	\$ 87,500.00
2013	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 41,500.00	\$	\$ 87,500.00
2014	\$ 22,000.00	\$ 22,000.00	\$ 6,500.00	\$ 48,000.00	\$	\$ 98,500.00
2015	\$ 22,000.00	\$ 22,000.00	\$ 6,500.00	\$ 48,000.00	\$	\$ 98,500.00
2016	\$ 11,000.00	\$ 11,000.00	\$ 3,250.00	\$ 37,500.00	\$	\$ 62,750.00
2017*	\$ 22,000.00	\$ 22,000.00	\$ 6,500.00	\$ 48,000.00	\$	\$ 98,500.00
	\$ 771,200.00	\$ 747,250.00	\$ 215,350.00	\$ 587,450.00	\$	\$ 2,321,250.00

\*Granted from

2016 Rodeo	Community Kids Day	\$ 23,000.00
	Workman HS Band	\$ 500.00
	Community Service Crew	\$ 4,145.00
	Citrus Valley Health Found.	\$ 5,000.00
	La Puente Valley ROP	\$ 5,000.00
	New Horizons Caregivers	\$ 3,500.00
	Friends of the Heart	\$ 2,500.00
	La Puente Boys & Girls Club	\$ 2,500.00
	SGV Foundation - Dental Health	\$ 2,500.00
		\$ 48,645.00

## Industry Lions Club

From: vali merchant <[merchant4homes@gmail.com](mailto:merchant4homes@gmail.com)>  
To: Leona at Industry Hills Charity Pro Rodeo <[industryrodeo@aol.com](mailto:industryrodeo@aol.com)>  
Cc: Robert Preston <[robertpreston520@hotmail.com](mailto:robertpreston520@hotmail.com)>  
Sent: Fri, Jun 2, 2017 04:43 PM  
Subject: Re: Rodeo Request

Leona,

We have been graciously invited to participate in your annual Rodeo for many years, and we appreciate it very much. All the monies generated minus the expenses are distributed to worthy cause.

The Rodeo is the City of Industry Lions Club's biggest fund raiser.

A partial list of charities and families that benefit from the money we raise are as follows:

1. St.John of Vianney "Feed the Homeless", Sack Lunch for 250 homeless persons.
  2. Lions Sight and Hearing Foundation.
  - 3.Lions White cane Foundation.
  4. Complete Xmas basket for one needy family.
  - 5.Youth League of La Puente.
  6. Del Haven of La Puente Xmas Pan Cake Breakfast for deserving families(200).
- Our Motto is "We Serve"

Thank you

**Warmest Regards**

**Vali Merchant**

**Co Chair City of Industry Annual Rodeo**

**Vali Merchant , Broker Associate/Realtor BRE # 00955672**

**C626.824.8384**

**Dianna Merchant , Realtor ,BRE # 01499425**

**C626.824.8385**

## **Knights of Columbus**

From: Larry Dietz <[ldietz831@gmail.com](mailto:ldietz831@gmail.com)>

To: Leona at Industry Hills Charity Pro Rodeo <[industryrodeo@aol.com](mailto:industryrodeo@aol.com)>

Sent: Mon, May 22, 2017 5:29 pm

Subject: Re: Rodeo Request

Hi Leona,

The Industry Hills Charity Pro Rodeo, is a huge fundraiser for us, as all the funds we raise go into our ID Charity Account and those funds get distributed back into the community to those with Intellectual Disabilities (i.e. Special Olympics).

Thanks again,

## **Knights of Columbus**

SK Larry Dietz, PGK, FDD

California Membership and Recruitment Agent

C714.326.5858

[ldietz831@gmail.com](mailto:ldietz831@gmail.com)

## YMCA

From: April Smethurst <[asmethurst@ymcaoc.org](mailto:asmethurst@ymcaoc.org)>  
To: Leona at Industry Hills Charity Pro Rodeo <[industryrodeo@aol.com](mailto:industryrodeo@aol.com)>  
Sent: Fri, May 26, 2017 11:10 am  
Subject: Re: Rodeo Request

We love the community engagement having a booth at the rodeo invites. The excitement on the children's faces on the kids day and seeing families all decked out in their country outfits really brings out the out of the ordinary fun the Rodeo brings. It is the one event that is easy to get volunteer sign ups to run the booth. The staff really enjoys the interaction and hearing the crowd when something exciting happens. Our booth never has been a real big money maker and we know that going in. It is something we enjoy doing and would continue, as long they will have us.

April Smethurst  
Quality Assurance Specialist  
**San Gabriel Valley YMCA**  
1225 E Cameron Av  
West Covina CA 91790

## **Hacienda Heights Kiwanis Club**

The Kiwanis Club of Hacienda Heights, a non-profit 501 (c) 3, was organized November 20, 1963.

The Club currently sponsors service clubs at Los Altos, Wilson, Arroyo and Rowland High Schools, and Newton and Orange Grove Middle Schools. The Kiwanis Club also sponsors two Aktion Clubs, one at Delhaven Community Center in La Puente and at FFDY in Rowland Heights. Our most ambitious project is the "I Love America" 4th of July Parade and Miss 4th of July Pageant, both in Hacienda Heights.

**Monies collected at our booth each year, at the Industry Hills Charity Pro Rodeo,** goes to support these clubs and their activities, as well as provide scholarships to its members.

Additionally, the Kiwanis Club of Hacienda Heights has a long history supporting other non-profits and community activities such as: Adopt-A-Highway; Children's Hospital of Los Angeles, Boy Scouts of America; Boys and Girls Clubs of America; Friends of the Heart; Rose Parade; Shoes that Fit; American Cancer Society Relay for Life; Reforestation of the Los Angeles Forest; ELIMINATE; and other student and school projects.

*CITY COUNCIL*

ITEM NO. 7.3



# CITY OF INDUSTRY

Incorporated June 18, 1957

June 13, 2017

Mayor & City Council:

Attached please find Proposition "A" Fund Assignment Agreement with the City of San Gabriel for approval of the exchange of funds.

Sincerely,

Phyllis Tucker  
City Treasurer

## PROPOSITION A ASSIGNMENT AGREEMENT

This Proposition A Assignment Agreement ("Agreement") is made and entered into this 6th day of June, 2017, by the City of San Gabriel, California and the 22nd day of June, 2017 by the City of Industry, California with respect to the following facts:

- A. The City of Industry is participating in the construction of grade separation improvements at Fairway Drive and Fullerton Road through betterment agreements with the Alameda Corridor-East Construction Authority "ACE". The City desires additional Proposition A Local Return funds to assist in these two grade separation projects and any other Metro approved Proposition A expenditures.
- B. The City of San Gabriel has an accumulation of uncommitted Proposition A Local Return funds which could be made available to the City of Industry to assist in providing the project described in Paragraph A of this Agreement. In exchange for the assignment by the City of Industry of the amount of its general funds indicated in Section 1 below, the City of San Gabriel is willing to assign uncommitted Proposition A Local Return funds to the City of Industry for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is mutually agreed as follows:

1. Exchange. The City of San Gabriel agrees to assign fiscal year 2016 Proposition A Local Return Funding authority of \$500,000 (expires in June 30, 2019) and fiscal year 2017 Proposition A Local Return Funding authority of \$700,000 (expires in June 30, 2020) to the City of Industry. In return, the City of Industry agrees to assign \$864,000 in General Funds to the City of San Gabriel.
2. Consideration. The City of San Gabriel shall assign the agreed upon Proposition A Local Return funds to the City of Industry in one lump sum payment. The City of Industry shall assign the agreed upon general funds to the City of San Gabriel in one lump sum payment. The lump sum payment shall be due and payable no later than June 30, 2017.
3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
4. Termination. Termination of this Agreement may be made by either party before the date of approval of the project description covering the funds in question by the Metropolitan Transportation Authority, so long as written

notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

a. Thomas C. Marston, Finance Director  
City of San Gabriel  
425 South Mission Drive  
San Gabriel, California 91776

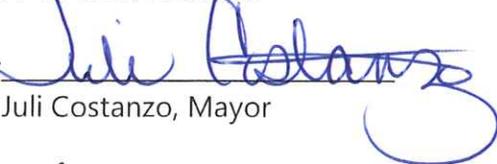
b. Phyllis Tucker, City Treasurer  
City of Industry  
15625 E. Stafford St., Suite 100  
City of Industry, CA 91744-0366  
Fax: (626) 961-6795

6. Assurances

a. The City of Industry shall use the assigned Proposition A Local Return Funds only for the purpose of providing the project discussed in Paragraph A of the Agreement and within the time limits specified in Metropolitan Transportation Authority's Proposition A Local Return Program Guidelines.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, on the day and year written above.

CITY OF SAN GABRIEL

By   
Juli Costanzo, Mayor

CITY OF INDUSTRY

By \_\_\_\_\_  
Mark Radecki, Mayor

Attest:   
Julie Nguyen, City Clerk

\_\_\_\_\_  
Diane Schlichting, Deputy City Clerk

Approved as to Form:

  
Robert L. Kress, City Attorney

\_\_\_\_\_  
Jaime Casso, City Attorney

*CITY COUNCIL*

ITEM NO. 7.4



## MEMORANDUM

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

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

**Staff:** Alex Gonzalez, Director of Development Services & Administration *AG*  
Kristen Weger, Administrative Analyst

**Date:** June 22, 2017

**SUBJECT:** Consideration of Amendment No. 1 to the License Agreement with Downtown Apex Motors, LLC, for Access to Assessor's Parcel No. 8264-012-925 located at 17300 East Gale Avenue as a Temporary Overflow Parking Area for Vehicle Inventory

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On June 23, 2016, City Council approved a License Agreement with Downtown Apex Motors, LLC for the temporary use of the property located at 17300 East Gale Avenue as an overflow parking area for vehicle inventory. The License Agreement was for a term of one year, terminating on June 23, 2017 with a lease rate of \$100.00 per month payable to the City of Industry.

Downtown Apex Motors, LLC has requested that the License Agreement be extended for another term of one year, terminating on June 23, 2018. During its review of the Agreement, City staff determined that the lease rate should be increased to \$538.00 per month from \$100.00 per month. Currently, all City overflow parking lots are being leased at a rate of \$1,000 per month, per acre. The Planning Department reviewed and measured the lot area that Down Apex Motors, LLC requested to lease. The lot measures .538 of one (1) acre which equates to a lease rate of \$538.00 per month.

The lot is ideal for overflow vehicle parking due to the close proximity to the Fiat of Puente Hills car dealership currently in development across the street. The City may, by written notice, terminate the License Agreement at any time.

### Fiscal Impact

Downtown Apex Motors, LLC will be leasing .538 of one (1) acre at a lease rate of \$1,000.00 per acre per month. Payment of \$538.00 per month shall be payable to the City of Industry in advance on the first day of each month during the term of the Agreement.

Recommendation

- 1.) City staff recommends that City Council approve Amendment No. 1 to the License Agreement with Downtown Apex Motors, LLC dated June 22, 2017.

Exhibits

- A: Amendment No. 1 to the License Agreement with Downtown Apex Motors, LLC
- B: License Agreement with Downtown Apex Motors, LLC

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PJP/AG/KW:yp

**EXHIBIT A**

**Amendment No. 1 to the License Agreement with Downtown Apex Motors, LLC,  
dated June 22, 2017**

[Attached]

**AMENDMENT NO. 1  
TO THE LICENSE AGREEMENT**

This Amendment No. 1 to the License Agreement (“Agreement”), is made and entered into this 22<sup>nd</sup> day of June, 2017, by and between the City of Industry, a California municipal corporation (“Licensor/City”) and Downtown Apex Motors, LLC a California Limited Liability Company (“Licensee”). Licensor and Licensee are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, on or about June 23, 2016, the Agreement was entered into and executed between the Licensor and Licensee to allow Licensee to use a portion of City owned property located at 17300 East Gale Avenue, City of Industry, CA 91744 (“Premises”); and

**WHEREAS**, pursuant to the terms of the Agreement, the License terminates on June 23, 2017, however the Licensee desires to continue utilizing the Property for an additional year, and has requested a one year extension; and

**WHEREAS**, Staff recommends that term of the Agreement be extended to June 23, 2018; and

**WHEREAS**, in exchange for the additional License period, Licensee has agreed to pay the City a license fee of \$538.00 per month, and Staff recommends that the payment provisions for the Agreement be amended accordingly; and

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

**AMENDMENT**

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

**Section 2. Payment.**

The first sentence of Section 2 is hereby amended to read in its entirety as follows:

Licensee shall pay to Licensor, and Licensor agrees to accept Five Hundred Thirty-Eight Dollars (\$538.00) (“License Payment”) per month for the use of the Premises.

**Section 10. Term, Termination and Remedies.**

The first sentence of Section 10 is hereby amended to read in its entirety as follows:

The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on June 23, 2018.

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

**“CITY”**  
**City of Industry**

By: \_\_\_\_\_  
Paul J. Philips, City Manager

**“LICENSEE”**  
**Downtown Apex Motors, LLC**

By:   
Dennis Lin, Manager

**Attest:**

By: \_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk

**APPROVED AS TO FORM**

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

**EXHIBIT B**

**License Agreement with Downtown Apex Motors, LLC, dated June 22, 2016**

[Attached]

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated June 23, 2016, ("Effective Date") is entered into by and between the City of Industry, a public body, corporate and politic ("Licensor/City"), and Downtown Apex Motors, LLC a California limited liability company ("Licensee") (Licensor and Licensees are individually referred to as "Party" and collectively referred to as the "Parties").

### RECITALS

WHEREAS, the City is the owner of certain property located at the southeast corner of South Hatcher Avenue and 17300 East Gale Avenue, City of Industry, CA 91744 and Licensee desires to enter the portion of the property generally described as a lot, Assessor's Parcel No. 8264-012-925, as set forth in Exhibit A, attached hereto and incorporated herein by reference ("Premises").

WHEREAS, Licensee desires to utilize the Premises as an overflow parking area for its vehicle inventory, and to market vehicles to potential customers; and

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

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

### TERMS

- License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the "License") granting permission to enter upon the Premises and to use the Premises for as an overflow parking area for its vehicle inventory, and to market vehicles to potential customers (collectively, "Permitted Use"); provided, that Licensee's use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 6 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively "Representatives") of Licensee to enter or use the Premises during the term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the Permitted Use.
- Payment. Licensee shall pay to Licensor, and Licensor agrees to accept One Hundred Dollars (\$100.00) ("License Payment") per month, for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. For the month of June 2016, the rent shall be pro-rated, and the pro-rata License Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 E. Stafford Street, #100, City of Industry, CA 91746.
- Permitted Use. The Permitted Use is hereby defined to include overflow parking area for vehicle inventory, and the marketing of vehicles to potential customers. Said marketing shall only be conducted during regular business hours of Licensee. Further, Licensee shall ensure that upon close of business each day, all vehicles are locked and secured on the Premises, that all bollards are locked, and that there is sufficient lighting on the premises to deter theft, and other criminal activities. Prior to any initial entry on the Premises, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the vehicles on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles.

Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department prior to initial entry on the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Disclaimer of Condition of Property. Licensor makes no warranty or representation of any kind concerning the Premises, or the fitness of the Premises for the Permitted Use.

5. Maintenance of Premises. Licensee shall be responsible for maintaining all landscaping and weed abatement on the Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

7. Liens.

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

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

8. Insurance.

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

(a) Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

The Licensor and City Representatives, (as defined in Section 7, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. Primary Coverage

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

3. Contractors and Subcontractors

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

4. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

5. Waiver of Subrogation

Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such

endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. **Deductibles and Self-Insured Retentions**

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

7. **Acceptability of Insurers**

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

8. **Deductibles**

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

9. **Verification of Coverage**

Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

10. **Occurrence Basis Coverage**

All policies shall be written on an occurrence basis unless otherwise approved by the City.

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

10. **Term, Termination and Remedies.** The License shall commence as of June 23, 2016, and shall automatically terminate on **June 23, 2017**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the

Premises and comply with the provisions of Section 3 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

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

With a Copy to: James M. Casso, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746  
Tel (626) 512-5470  
jcasso@cassosparks.com

Licensee: Dennis Lin, President  
Downtown Apex Motors, LLC  
4245 Lankershim Boulevard  
North Hollywood, CA 91602  
Tel (818) 432-5800  
dlin@centurywestbmw.com

15. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee is entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee does so at their sole

risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

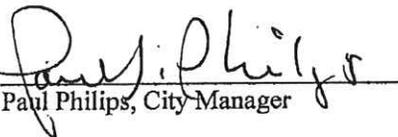
16. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement,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

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

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

"LICENSOR"

CITY OF INDUSTRY

By:  8/23/2016  
Paul Philips, City Manager

ATTEST:

  
Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

  
James M. Casso, City Attorney

“LICENSEE”

**DOWNTOWN APEX MOTORS, LLC**

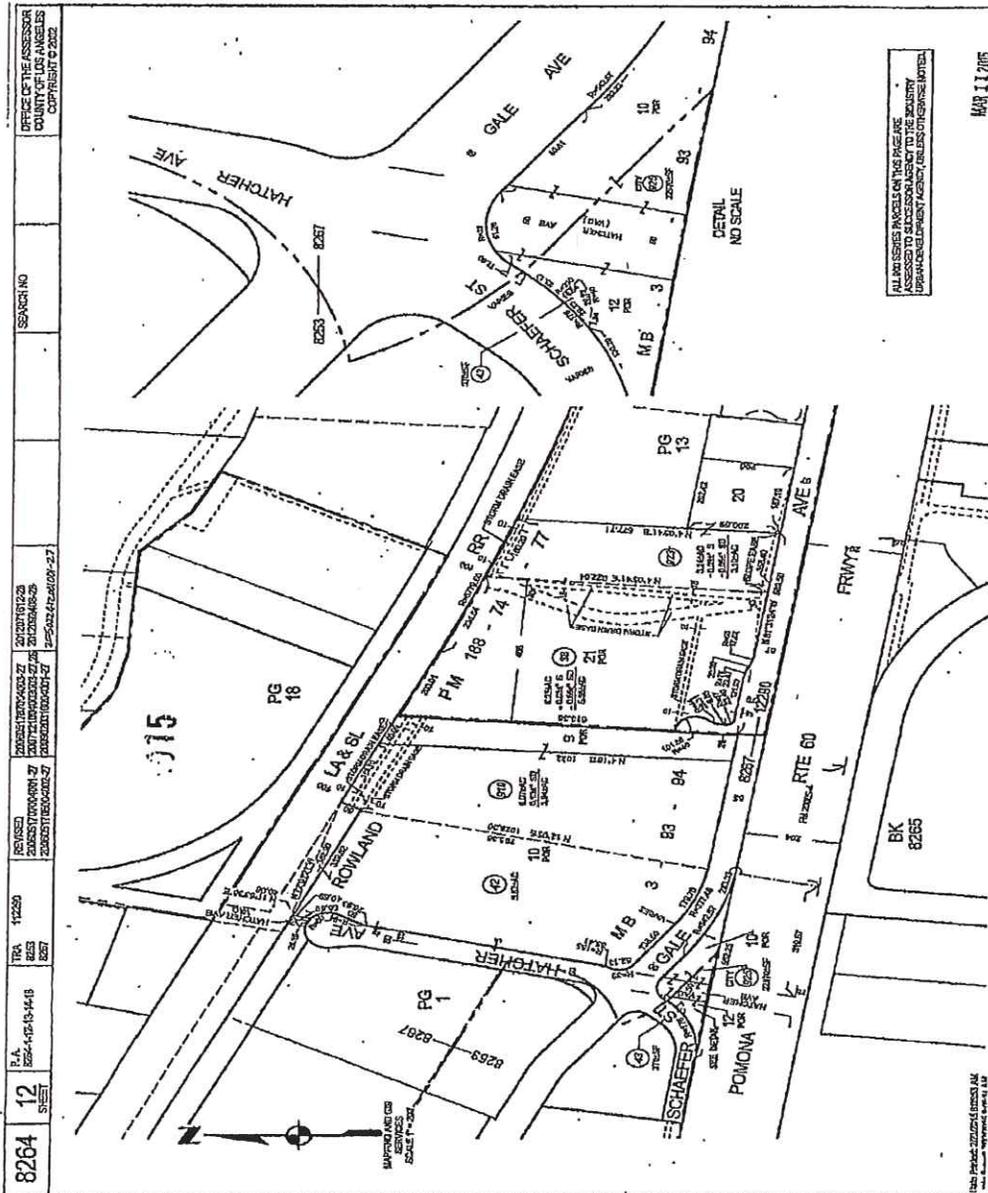
By:   
Dennis Lin, Manager

EXHIBIT A

Legal Description

Assessor's Parcel Number (APN) 8264-012-925 located at the southeast corner of South Hatcher Avenue and 17300 East Gale Avenue, City of Industry, CA 91744.

Location Map – Southeast corner of S. Hatcher Avenue and 17300 E. Gale Avenue



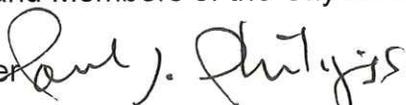
*CITY COUNCIL*

ITEM NO. 7.5



## MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager 

STAFF: Alex Gonzalez, Director of Development Services and Administration   
Lisette Calleros, Funding Program Consultant, Avant Garde

DATE: June 22, 2017

SUBJECT: **Consideration of Amendment No. 2 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Authority (Metro) for the SR-57/60 Confluence Project Westbound Slip On-Ramp.**

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In connection with the Westbound Grand Avenue Slip On-Ramp to SR-60 Freeway Project, it is necessary for the City to enter and amend the current Memorandum of Understanding (MOU) with Los Angeles County Metropolitan Transportation Authority (LACMTA). On November 23, 2011, the City entered into an MOU with LACMTA, defining the terms and conditions under which the project's activities are performed and financed. The City secured \$8.7 million in local Proposition C grant funds from LACMTA for a 50% share in project costs related to the right of way acquisition, construction and construction management. The remaining 50% share is expected to be funded in bond proceeds from the Successor Agency to the Industry Urban-Development Agency.

On August 1, 2015, the City executed Amendment No. 1 to MOU P00F3137 to extend the lapsing period of the MOU to June 30, 2016.

Now a second amendment is necessary to extend the lapsing period of the MOU to February 28, 2018. This action enables the City to continue to expend Call for Projects funds. The project is currently under construction with an anticipated substantial completion date of February 7, 2018.

It should be noted that the Metro Board adopted a Revised Lapsing Policy. The Revised Lapsing Policy limits projects to a one-time 20-month lapsing date extension from the last year of programming and eliminates interim lapsing dates.

Amendment No. 2 also includes the following updates:

- Part II, Paragraph 8 of the existing MOU is being amended by deleting it in its entirety and replacing it with Metro's "Timely Use of Funds/Reprogramming of Funds".
- Attachment C of the existing MOU is to be replaced by Attachment C-1 which consists of an updated scope of work and project funding breakdown.
- Part I, Paragraph 8 of existing MOU is being amended to change LACMTA's project manager to Benkin Jong, mail stop "99-22-9".

The Amendment No. 2 has been reviewed by staff and legal counsel of the City of Industry and is found to be in order.

It is hereby recommended that the City Council approve and execute Amendment No. 2.

Exhibits

- A. Amendment No. 2 to Memorandum of Understanding (MOU) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the SR 57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

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PJP:AG:LC

**EXHIBIT A**

Amendment No. 2 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Authority (Metro) for the SR-57/60 Confluence Project Westbound Slip On-Ramp

[Attached]

AMENDMENT NO. 2  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF INDUSTRY  
AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Memorandum of Understanding (this "Amendment"), is dated as of June 1, 2017, by and between City of Industry ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3137, dated November 23, 2011, which was amended on August 1, 2015 (as amended the "Existing MOU"), which Existing MOU provides for the SR-57/SR-60 Confluence Project: Westbound Slip On-Ramp, ("the Project"); and

B. Whereas, LACMTA Board on August 25, 2016, desires to extend the lapsing date of the Project to February 28, 2018; and

C. Whereas, GRANTEE desires to amend Attachment C.

D. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the Amendment from LACMTA, or by December 31<sup>st</sup> of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in the MOU; milestones include, but are not limited to the following:
  - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
  - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to agreement execution; and
  - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2011-12, are no longer available. Funds programmed for FY 2012-13 and FY 2013-14 are subject to lapse on February 28, 2018.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the MOU. Even though GRANTEE is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the MOU, LACMTA will issue a notice of non-compliance to the GRANTEE, the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the MOU (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the MOU, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the MOU, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process.

8.3 Intentionally omitted

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may

be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

2. Attachment C of the Existing MOU is hereby replaced by Attachment C-1, attached.

3. Part I, Paragraph 8 of Existing MOU is hereby amended to change LACMTA's project manager to Benkin Jong, Mail Stop "99-22-9"

4. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

CITY OF INDUSTRY

By: \_\_\_\_\_  
Paul Philips  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

Date: \_\_\_\_\_

Attachment C-1

**SR 60 Westbound Slip Ramp at Grand Avenue Project  
Project Scope of Work and Budget**

The following is the scope and budget of the SR 60 Westbound Slip Ramp at Grand Avenue project (Project #LA0D393).

**Scope of Work**

The purpose of the project is to improve operation and safety of Grand Avenue. The SR 60 Westbound Slip Ramp at Grand Avenue project (Project #LA0D393) is based on phase I of the approved 2009 Project Study Report (PSR). The PSR phase I scope includes the construction of a new westbound slip on-ramp and auxiliary lane, closure of the southbound Grand Avenue left turn lanes as the westbound SR-60 loop on-ramp, and removal of the median along Grand Avenue to restripe a second southbound left turn lane to the eastbound SR-60.

**1.0 – PS&E**

The PS&E is fully funded by the City of Industry and not considered as part of the 50% match requirement.

**2.0 – Right of Way and Utility Relocation**

- Partial Right of Way acquisition of two parcels.
- Relocation of City of Industry sewer.
- Relocation of Southern California Edison overhead power and communication line
- Relocation of Southern California Edison underground power and communication line

**Approximate Right of Way and Utility Easements**

Description	No. of Parcels
Partial R/W Acquisition	1
Partial R/W Transfer	1
Temporary Construction Easement	1
Permanent Maintenance Easement	1
Utility Easement	2

**3.0 – Construction:**

Phase I of the approved PSR for the SR57/60 is identified as constructing a new slip on-ramp from Grand Avenue to westbound SR-60, and add a second left turn lane at the eastbound SR-60 interchange. The major project elements are listed below.

**3.1 – On-Ramp Construction (approximate quantities)**

- 1,500 feet slip on-ramp
- 1,000 feet of auxiliary lane
- 1,100 feet of retaining wall
- Install ramp meter
- Re-construct 2,000 feet of maintenance access road

**3.2 – Diamond Bar Creek Restoration (approximate quantities)**

- Remove 100 feet of concrete box culvert
- Construct 380 feet of concrete box culvert
- Construct outlet structure and rip-rap
- Rough grade relocated access road

**3.3 – Grand Avenue Improvements (approximate quantities)**

- 900 feet of median removal
- Re-stripe Grand Avenue from 750’ north of the westbound SR-60 interchange to the eastbound SR-60 interchange
- Modify signals at Grand Ave and WB interchange
- Modify signals at Grand Ave and EB interchange

**Cost**

The total cost of this project is \$17,502,850. The project is funded with \$8,751,425 of local funds and \$8,751,425 of Metro Proposition C 25% funds. Based on current project costs, design refinements, a breakdown of the total project cost (including mobilization, contingency, and construction engineering) for the major elements is presented in the table below.

Right of Way Capital	\$2,006,656
Right of Way Support	\$235,318
Diamond Bar Creek Restoration	\$1,248,334
Construction Items	\$10,740,398
Construction Support	\$3,272,144
<b>TOTAL</b>	<b>\$17,502,850</b>

Metro Grant Funds	\$8,751,425	PC 25%
Local Match	\$8,751,425	Successor Agency to the Industry Urban- Development Agency
<b>Total</b>	<b>\$17,502,850</b>	

**Schedule**

The project design and construction is split into two phases, inside and outside state right of way. The construction of the Diamond Bar Creek box extension will be completed first, which will provide the space to relocate the utilities and access road, and construct the new on-ramp.

#	Task/Milestone	Original Begin Date	Original End Date	Revised Begin Date	Revised End Date
1.1	PS&E – Outside Caltrans ROW	Nov 2010	April 2011		Completed
1.2	PS&E – Inside Caltrans ROW	Jan 2011	June 2012		Completed
2	ROW	March 2011	Sept 2012	June 2011	Completed
3.1	On-Ramp Construction	June 2013	March 2014	March 2016	February 2018
3.2	Diamond Bar Creek Construction (outside state ROW)	Sept 2011	March 2012	Nov 2011	Completed
3.3	Grand Avenue Improvements	June 2013	March 2014	March 2016	February 2018

On March 14, 2011, the City received a letter of no prejudice to begin work on the Diamond Bar Creek Restoration.

*CITY COUNCIL*

ITEM NO. 7.6



# CITY OF INDUSTRY

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

## MEMORANDUM

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

**FROM:** Alex Gonzalez, Director of Development Services and Administration *AG*

**STAFF:** Clement N. Calvillo, City Engineer, CNC Engineering *CNC*  
Joshua Nelson, Deputy City Engineer, CNC Engineering *JN*  
Eduardo Pereira, Director of Engineering, CNC Engineering *EP*

**DATE:** June 22, 2017

**SUBJECT:** Consideration of License Agreements between Private Property Owners and the City for work on Private Property Associated with the San Jose Avenue Reconstruction Project (CITY-1439/MP 08-09)

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The City is implementing a project to improve San Jose Avenue from Charlie Road to Nogales Street. The work at San Jose Avenue consists of the removal and reconstruction of existing pavement.

Most of the existing curbs, gutters, sidewalks and driveways along San Jose Avenue are in good condition; however, there are some locations that need to be repaired. In order to repair these driveways, we need to enter into private property, and it is therefore necessary to obtain permission from the property owners, in the form of the attached License Agreement.

The License Agreement gives the City a license to enter onto the private property to complete the necessary work. Under the terms of the Agreement, the property owners warrant and represent that the property is free from hazardous and dangerous conditions, and the City agrees to indemnify the property owners from any loss arising from the City's work.

In addition to driveways, we will also be repairing existing sidewalk which are in bad condition. In order to reconstruct the sidewalk, the existing irrigation and landscaping on the private property will need to be modified including but not limited to removal of trees and other landscaping, minor grading and relocation of irrigation equipment and infrastructure. The License Agreement Template will allow the City's contractor to enter the private property to perform this work.

There are approximately six properties that need to be accessed by the Contractor. The License Agreement is specific to this project, and we are asking the Council to authorize the City Manager to execute the Agreements as each one is accepted by each property owner.

Fiscal Impact:

No fiscal impact.

Recommendation:

Staff recommends that the City Council approve the License Agreements and authorize the City Manager to execute the same for all properties that need to be accessed to perform the work, upon approval as to form by the City Attorney.

Exhibits:

A. License Agreement between the City of Industry and Private Property Owners

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PJP/CC/JN/EP:af

**EXHIBIT A**

License Agreement between the City of Industry and Private Property Owners

[Attached]

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between the City of Industry, a public body corporate and politic ("City") and **NAME, an individual** ("NAME"). The City and **NAME** are collectively referred to herein as "Parties" and individually as "Party."

### RECITALS

**WHEREAS, NAME** is the owner of certain real property located at **ADDRESS**, City of Industry, California ("Property"); and

**WHEREAS**, the City is in the process of constructing new asphalt pavement; including the repair of existing curbs and gutters, driveways, sidewalks; installation of new sidewalks, irrigation, trees, and landscaping; within the City's right of way along San Jose Avenue; and

**WHEREAS, NAME's Property is located on INSERT WHERE IN THE PROJECT AREA THE PROPERTY IS LOCATED**, and it is necessary to enter **NAME's** Property to repair the existing driveway(s) and/ or to install new sidewalk with modifications to the existing irrigation and landscaping owned by **NAME**, in order to construct and install the City's Contract No.: CITY-1439; and

**WHEREAS**, in order to engage in the construction and installation of the Contract No.: CITY-1439, it is necessary for **NAME** to grant the City a license to enter the Property to repair the existing driveway(s) and/ or to install new sidewalk with modifications to the existing irrigation and landscaping; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Agreement, the Parties do hereby agree as follows:

### ARTICLE I GRANT OF LICENSE

A. Grant of License; No Leasehold or Property Rights Created. **NAME** hereby grants to City a revocable license to access and use the Property for the sole purpose of Contract No.: CITY-1439 owned by **NAME** and installing the City's Contract No.: CITY-1439 (the "Permitted Activity"). This Agreement is not intended to nor shall it be interpreted to create or vest in the City any leasehold or any other property rights or interests in the Property or any part thereof.

B. Term. This Agreement shall commence on the Effective Date and terminate upon the City's acceptance of the Contract No.: CITY-1439.

**ARTICLE 2  
PERFORMANCE OF SERVICES**

A. Scope of Work. Pursuant to this Agreement, **NAME** authorizes the City to perform the following work (the "Scope of Work"):

1. Repair the existing driveway(s) and/ or install new sidewalk with modifications to the existing irrigation and landscaping owned by **NAME** and the installation of the City's Project No.: CITY-1439 along the City right of way.

B. Manner of Rendition of Services. The Scope of Work shall be rendered and performed as follows:

1. In a workmanlike manner, utilizing no less than the standard of care and level of competency and skill presently maintained by other practicing professionals in the same type of work, within the community in which the Property is generally located.

C. Subcontractors. The City shall be responsible for all contractors and all subcontractors engaged to complete the Scope of Work (collectively, "Contractors"), including, without limitation, responsibility for the payment of any compensation or other amounts payable to Contractors, and shall be responsible for their conduct and the conduct of its employees. The City shall supervise and direct the Scope of Work rendered or performed by Contractors using the City's skill and attention, shall enforce discipline and good order among its employees and subcontractors, and shall not employ or engage, on the job, any person unfit or unskilled for the task assigned to him or her.

D. Materials and Supplies. The City shall, at the City's own cost and expense, furnish (unless herein otherwise specifically provided) all superintendence, labor, tools, equipment, materials, and supplies and all other things requisite and necessary to perform the Scope of Work under this Agreement.

E. Supervision by the City. The City shall personally supervise and direct the Scope of Work, be responsible for all methods, sequences and procedures used in connection with the Scope of Work, and be responsible for coordinating all portions of the Scope of Work.

**ARTICLE 3  
COMPLIANCE WITH LAW; LICENSES, PERMITS AND APPROVALS; WASTE;  
LIENS AND CLAIMS**

A. Compliance with Law. In completing the Scope of Work, the City shall, and shall cause Contractors to, comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders, judgments and decrees (collectively, "Applicable Requirements").

B. Licenses, Permits and Approvals. The City shall secure all necessary licenses, permits and approvals required by the Applicable Requirements in connection with completing the Scope of Work.

C. Waste. Any waste generated in the process of completing the Scope of Work will be the responsibility of the City, at the City's sole cost and expense.

#### **ARTICLE 4 INDEMNITY**

A. Indemnification. The City agrees to indemnify, defend (with counsel approved by the City) and hold **NAME** harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) (all of the foregoing collectively "**Claims**") resulting from or arising in connection with use of the Property by the City or the City's agents, employees, contractors or subcontractors, except and to the extent caused by the gross negligence or willful misconduct of **NAME**. The City's indemnification obligations set forth in this Article 4 shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE 5 REPRESENTATIONS**

**NAME** represents and warrants to the City as follows:

A. Property. That the Property is free from any hazardous and/or dangerous conditions.

#### **ARTICLE 6 GENERAL PROVISIONS**

A. Modification. No waiver, modification or amendment of this Agreement shall be effective or enforceable unless made in writing, signed by the City and **NAME** and specifying with particularity the nature and extent of such waiver, modification or amendment.

B. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and cancels and supersedes any prior negotiations, understandings or agreements, whether written or oral, with respect to the Scope of Work.

C. Dispute Resolution Procedure. The City and **NAME** shall endeavor to resolve all disputes through business-like negotiations, without resort to litigation. Accordingly, if a dispute arises, the Parties shall meet and engage in reasonable good faith negotiations to resolve the matter. If the Parties are unable to negotiate a mutually acceptable resolution within ten (10) calendar days they shall be free to pursue any legal remedies which may be available. Except as to those matters that the Parties mutually agree to be resolved by such alternate dispute resolution mechanisms as the Parties may

deem appropriate, all claims, disputes and other matters in question which arise out of or relate to this Agreement shall be decided by a court of competent jurisdiction.

D. Governing Law and Forum. This Agreement shall be governed by the laws of the State of California, and any action to enforce or interpret its provisions must be brought in courts located in Los Angeles County, California.

E. No Assignment. Except as expressly provided herein, neither Party may assign or transfer, either directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, any of its rights under this Agreement without the other Party's prior written consent.

F. Severability. The invalidity of any term or condition of this Agreement shall not impair or otherwise affect the validity, enforceability or effect of any other term or condition of this Agreement.

G. No Third Party Beneficiaries. No provision contained in this Agreement shall create or give to third parties any claim or right of action against the City or **NAME**.

H. Attorneys' Fees. In the event any suit, action or proceeding arising from or based upon this Agreement or the Scope of Work shall be instituted between the City and **NAME**, the prevailing party in any such action, suit or proceeding shall be entitled to recover its reasonable attorneys' fees, costs and disbursements, including the cost of reasonable investigation, preparation and professional or expert consultation incurred by reason of such suit, action or proceedings.

I. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and all of such counterparts shall constitute but one and the same Agreement.

J. Authority. Each person executing this Agreement hereby represents and warrants (1) their authority to do so, and (2) that such authority has been duly and validly conferred.

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

**CITY OF INDUSTRY**

**NAME**

\_\_\_\_\_  
Paul J. Philips, City Manager

\_\_\_\_\_  
Name, an Individual

*CITY COUNCIL*

ITEM NO. 7.7



# CITY OF INDUSTRY

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

## MEMORANDUM

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

**FROM:** Alex Gonzalez, Director of Development Services and Administration *AG*

**STAFF:** Clement N. Calvillo, City Engineer, CNC Engineering *CNC*  
Joshua Nelson, Deputy City Engineer, CNC Engineering *JN*  
Tapas Dutta, Project Manager, CNC Engineering *TD*

**DATE:** June 22, 2017

**SUBJECT:** Consideration of License Agreement between private property owners and the City for work on Private Property associated with the Don Julian Resurfacing 6<sup>th</sup> Avenue to 7<sup>th</sup> Avenue and Unruh Avenue (CITY-1434/MP 16-05)

---

### Background:

The City is implementing a project to improve Don Julian Road from Sixth Avenue to Seventh Avenue and Unruh Avenue from Nelson Avenue to the cul-de-sac near Stafford Street. The project entails removal of the top layer of the existing pavement followed by asphalt overlay. In addition, damaged sidewalks, driveways and curb and gutter will be removed and replaced.

In order to repair these driveways, we need to enter into private property, and it is therefore necessary to obtain permission from the property owners, in the form of the attached License Agreement.

The License Agreement gives the City a license to enter onto the private property to complete the necessary work. Under the terms of the Agreement, the property owners warrant and represent that the property is free from hazardous and dangerous conditions, and the City agrees to indemnify the property owners from any loss arising from the City's work.

There are approximately three properties will need to be accessed by the Contractor. The License Agreement is specific to this project, and we are asking the Council to authorize the City Manager to execute the Agreements as each one is accepted by each property owner.

### Fiscal Impact:

No fiscal impact.

Recommendation:

Staff recommends that the City Council approve the License Agreements and authorize the City Manager to execute the same for all properties that need to be accessed to perform the work, upon approval as to form by the City Attorney.

Exhibits:

- A. License Agreement between the City of Industry and Private Property Owners
- 

PJP/CC/JN/TD:af

**EXHIBIT A**

License Agreement between the City of Industry and Private Property Owners

[Attached]

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between the City of Industry, a public body corporate and politic ("City") and **NAME, an individual ("NAME")**. The City and **NAME** are collectively referred to herein as "Parties" and individually as "Party."

### RECITALS

**WHEREAS, NAME** is the owner of certain real property located at **ADDRESS**, City of Industry, California ("Property"); and

**WHEREAS**, the City is in the process of constructing new asphalt pavement; including the repair of existing curbs and gutters, driveways, sidewalks, and curb ramps; within the City's right of way along 6<sup>th</sup> Avenue to 7<sup>th</sup> Avenue and Unruh Avenue; and

**WHEREAS, NAME's Property is located on INSERT WHERE IN THE PROJECT AREA THE PROPERTY IS LOCATED**, and it is necessary to enter **NAME's** Property to repair the existing driveway(s) owned by **NAME**, in order to construct and install the City's Contract No.: CITY-1434; and

**WHEREAS**, in order to engage in the construction and installation of the Contract No.: CITY-1434, it is necessary for **NAME** to grant the City a license to enter the Property to repair the existing driveway(s) and/ or to install new sidewalk with modifications to the existing irrigation and landscaping; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in this Agreement, the Parties do hereby agree as follows:

### ARTICLE I GRANT OF LICENSE

A. Grant of License; No Leasehold or Property Rights Created. **NAME** hereby grants to City a revocable license to access and use the Property for the sole purpose of Contract No.: CITY-1434 owned by **NAME** and installing the City's Contract No.: CITY-1434 (the "Permitted Activity"). This Agreement is not intended to nor shall it be interpreted to create or vest in the City any leasehold or any other property rights or interests in the Property or any part thereof.

B. Term. This Agreement shall commence on the Effective Date and terminate upon the City's acceptance of the Contract No.: CITY-1434.

**ARTICLE 2**  
**PERFORMANCE OF SERVICES**

A. Scope of Work. Pursuant to this Agreement, NAME authorizes the City to perform the following work (the "Scope of Work"):

1. Repair the existing driveway(s) by NAME and the installation of the City's Project No.: CITY-1434 along the City right of way.

B. Manner of Rendition of Services. The Scope of Work shall be rendered and performed as follows:

1. In a workmanlike manner, utilizing no less than the standard of care and level of competency and skill presently maintained by other practicing professionals in the same type of work, within the community in which the Property is generally located.

C. Subcontractors. The City shall be responsible for all contractors and all subcontractors engaged to complete the Scope of Work (collectively, "Contractors"), including, without limitation, responsibility for the payment of any compensation or other amounts payable to Contractors, and shall be responsible for their conduct and the conduct of its employees. The City shall supervise and direct the Scope of Work rendered or performed by Contractors using the City's skill and attention, shall enforce discipline and good order among its employees and subcontractors, and shall not employ or engage, on the job, any person unfit or unskilled for the task assigned to him or her.

D. Materials and Supplies. The City shall, at the City's own cost and expense, furnish (unless herein otherwise specifically provided) all superintendence, labor, tools, equipment, materials, and supplies and all other things requisite and necessary to perform the Scope of Work under this Agreement.

E. Supervision by the City. The City shall personally supervise and direct the Scope of Work, be responsible for all methods, sequences and procedures used in connection with the Scope of Work, and be responsible for coordinating all portions of the Scope of Work.

**ARTICLE 3**  
**COMPLIANCE WITH LAW; LICENSES, PERMITS AND APPROVALS; WASTE;**  
**LIENS AND CLAIMS**

A. Compliance with Law. In completing the Scope of Work, the City shall, and shall cause Contractors to, comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders, judgments and decrees (collectively, "Applicable Requirements").

B. Licenses, Permits and Approvals. The City shall secure all necessary licenses, permits and approvals required by the Applicable Requirements in connection with completing the Scope of Work.

C. Waste. Any waste generated in the process of completing the Scope of Work will be the responsibility of the City, at the City's sole cost and expense.

#### **ARTICLE 4 INDEMNITY**

A. Indemnification. The City agrees to indemnify, defend (with counsel approved by the City) and hold **NAME** harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) (all of the foregoing collectively "**Claims**") resulting from or arising in connection with use of the Property by the City or the City's agents, employees, contractors or subcontractors, except and to the extent caused by the gross negligence or willful misconduct of **NAME**. The City's indemnification obligations set forth in this Article 4 shall survive the expiration or earlier termination of this Agreement.

#### **ARTICLE 5 REPRESENTATIONS**

**NAME** represents and warrants to the City as follows:

A. Property. That the Property is free from any hazardous and/or dangerous conditions.

#### **ARTICLE 6 GENERAL PROVISIONS**

A. Modification. No waiver, modification or amendment of this Agreement shall be effective or enforceable unless made in writing, signed by the City and **NAME** and specifying with particularity the nature and extent of such waiver, modification or amendment.

B. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and cancels and supersedes any prior negotiations, understandings or agreements, whether written or oral, with respect to the Scope of Work.

C. Dispute Resolution Procedure. The City and **NAME** shall endeavor to resolve all disputes through business-like negotiations, without resort to litigation. Accordingly, if a dispute arises, the Parties shall meet and engage in reasonable good faith negotiations to resolve the matter. If the Parties are unable to negotiate a mutually acceptable resolution within ten (10) calendar days they shall be free to pursue any legal remedies which may be available. Except as to those matters that the Parties mutually agree to be resolved by such alternate dispute resolution mechanisms as the Parties may

deem appropriate, all claims, disputes and other matters in question which arise out of or relate to this Agreement shall be decided by a court of competent jurisdiction.

D. Governing Law and Forum. This Agreement shall be governed by the laws of the State of California, and any action to enforce or interpret its provisions must be brought in courts located in Los Angeles County, California.

E. No Assignment. Except as expressly provided herein, neither Party may assign or transfer, either directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, any of its rights under this Agreement without the other Party's prior written consent.

F. Severability. The invalidity of any term or condition of this Agreement shall not impair or otherwise affect the validity, enforceability or effect of any other term or condition of this Agreement.

G. No Third Party Beneficiaries. No provision contained in this Agreement shall create or give to third parties any claim or right of action against the City or **NAME**.

H. Attorneys' Fees. In the event any suit, action or proceeding arising from or based upon this Agreement or the Scope of Work shall be instituted between the City and **NAME**, the prevailing party in any such action, suit or proceeding shall be entitled to recover its reasonable attorneys' fees, costs and disbursements, including the cost of reasonable investigation, preparation and professional or expert consultation incurred by reason of such suit, action or proceedings.

I. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and all of such counterparts shall constitute but one and the same Agreement.

J. Authority. Each person executing this Agreement hereby represents and warrants (1) their authority to do so, and (2) that such authority has been duly and validly conferred.

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

**CITY OF INDUSTRY**

**NAME**

\_\_\_\_\_  
Paul J. Philips, City Manager

\_\_\_\_\_  
Name, an Individual

*CITY COUNCIL*

ITEM NO. 7.8



# CITY OF INDUSTRY

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

## MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Troy Helling, Senior Planner *TH*  
Dina Lomeli, Consultant Assistant Planner II *DL*

Date: June 22, 2017

**Subject: Development Plan 17-4, 1085 Bixby Drive**

---

### Background

John Cataldo representing Jeff Bernstien, is requesting development plan approval to allow for the construction of a two story office addition to an existing industrial building at 1085 Bixby Drive. The project will increase the height of the building, the available office space and modernize the building. Staff is recommending approval of the applicant's request due to the project's conformance to the City's development guidelines contained within Section 17.36.020 of the City of Industry Municipal Code. The Municipal Code requires approval of a Development Plan by the City Council for new construction and expansions of existing facilities.

As shown on the attached site plan (Exhibit B) the Project is located to the north side of the existing 94,587 square foot warehouse, fronting on Bixby Drive, and replaces what is currently landscaped area. The new remodeled building will total 100,869 square feet. The proposed addition will front on Bixby Drive and will feature modern architectural articulations modernizing the existing warehouse. Currently, the existing development exceeds the City's 12 percent landscape requirements, and even with the removal of the front landscaped area, it will continue to exceed the City's requirements.

The Property will continue to be accessed by two existing driveways on Bixby Drive, and provides a total of 152 standard parking spaces.

### Location and Surroundings

As shown on the location map (Exhibit A), the Property is located on the west side of Bixby Drive, south of the Union Pacific Railroad and approximately 500 feet north of Gale Avenue. The Property is bound by industrial properties to the east and south, to the west by Bixby Drive, and to the north by the Union Pacific Railroad.

### Staff Analysis

The proposed development project is consistent with the Property's Zoning ("I" – Industrial) and General Plan (Employment) designations, and complies with the development and design standards in Section 17.36, *Design Review*, of the City's Municipal Code. The proposed project

will be in compliance with all applicable development standards including parking, landscaping, height, lot coverage and setbacks.

#### *Property*

Section 17.36.060 of the Municipal Code calls for well-designed and coordinated buildings, walls, lighting and landscaping. The office addition will be of dark earth tones, smooth stucco with reveal lines, and some metal accents, bringing the proposed modern look together. Also, a trellis with canopy and aluminum railing with clear glass accentuate the building's modern architecture, meeting the design guidelines.

#### *Access*

The Property is served by street access adequate in width and improved as necessary to carry the kind and quantity of traffic the industrial use would generate. The Municipal Code requires a minimum 26 foot wide driveway and drive-aisles. One driveway of 26 feet in width, and one driveway of 30 feet in width exist and will remain to provide access from Bixby Drive. Internal drive-aisle widths will be maintained with a minimum of 26 feet, therefore meeting the access requirements.

#### *Compatibility*

Per Section 17.36.060.Q of the Municipal Code, a minimum of 12 percent of the site must be devoted to landscaping. The Property will have a total of 26,365 square feet (12.1 percent) of landscaping after the two-story office addition is built, therefore meeting the landscape requirements.

#### *Parking*

Section 17.36.060.K of the Municipal Code requires that buildings 100,000 square feet or more provide 150 parking spaces plus one parking space per 1,000 square feet of floor area over 100,000 square feet. Based on this formula, the project is required to provide 151 parking spaces and 152 parking spaces are proposed, thereby exceeding the parking requirement.

### **Environmental Analysis**

The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301(e)(2) of the CEQA Guidelines, which exempt additions of less than 10,000 square feet to existing structures if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive. The proposed two-story office addition is 6,282 square feet, and is located in a developed area with all utilities and in an area that is not environmentally sensitive.

### **Findings**

Staff recommends that the City Council find that:

- The proposed 6,282 square foot, two-story office addition, is consistent with the General Plan designation of Employment and conforms with the zoning designation of Manufacturing, because the land use designations permit industrial uses as well as industrial development under certain standards, with which the proposed development complies;
- The proposed two-story office addition to an existing warehouse is compatible with the surrounding area, which consists of industrial and warehousing with ancillary office uses. The proposed addition would be developed in a similar character and under similar standards as those surrounding uses and the office space will be used to support the main industrial uses occurring onsite ;

- There is adequate traffic capacity and street access from the two existing driveways on Bixby Drive, which serves the Property.
- The Project is categorically exempt from the requirements of the CEQA pursuant to Section 15301(e)(2) of the CEQA Guidelines.
- The project ensures the public health, safety and general welfare because it complies with the citywide development standards found in Section 17.36.020 of the City of Industry Municipal Code.

### **Fiscal Impact**

Development Plan 17-4 will have a positive impact on property tax revenues to the City.

### **Recommendation**

Staff recommends that the City Council adopt Resolution No. CC 2017-22 and Standard Requirements and Conditions of Approval contained in the Resolution (Exhibit E) and direct staff to file the Notice of Exemption.

### **Exhibits**

- Exhibit A: Location Map
- Exhibit B: Site Plan
- Exhibit C: Ground Floor Plan
- Exhibit D: Second Floor Plan
- Exhibit E: Notice of Exemption
- Exhibit F: Resolution No. CC 2017-22 approving Development Plan No. 17-4 with findings of approval, Standard Requirements and Conditions of Approval









# Exhibit E

## Notice of Exemption

### DP 17-04

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

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

**Project Title:** Development Plan 17-4

**Project Location - Specific:** 1085 Bixby Drive

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

**Description of Project:** Applicant is proposing a two-story office addition of 6,282 square feet to an existing 94,587 square foot warehouse in the (I) Industrial zone.

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

**Name of Person or Agency Carrying Out Project:** John Cataldo Architects on behalf of Jeff Bernstein

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

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301 (e)(2)
- Statutory Exemptions. *State code number:*

**Reasons why project is exempt:** 15301(e)(2) which exempts additions of less than 10,000 square feet to existing structures if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive. The proposed addition of a two-story office addition would be 6,282 square feet and would be located in a developed area with all utilities and in an area that is not environmentally sensitive.

**Lead Agency**

**Contact Person:** Dina Lomeli

Telephone: (626) 333-2211

Signature: \_\_\_\_\_

Date: June 22, 2017

Title: Consultant Assistant Planner II

**Exhibit F**  
**Resolution No. PC 2017-4**

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**RESOLUTION NO. CC 2017-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-4, PERMITTING A 6,282 SQUARE FOOT, TWO-STORY OFFICE ADDITION TO AN EXISTING INDUSTRIAL DEVELOPMENT, LOCATED AT 1085 BIXBY DRIVE, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF**

**WHEREAS**, on May 16, 2017 John Cataldo Architects, on behalf of Jeff Bernstein ("Applicant") filed a complete application requesting the approval of Development Plan ("DP") No. 17-4 described herein ("Application"); and

**WHEREAS**, the Application applies to an existing 94,587 square-foot warehouse located on an existing 4.83 acre property at 1085 Bixby Drive, City of Industry, California, Assessor's Parcel Number 8242-068-002 ("Property"); and

**WHEREAS**, the Applicant desires to add a 6,282 square foot, two-story office addition in the "I" Industrial zone and, in accordance with Section 17.36.020 of the City's Municipal Code ("Code"), a DP is required for this type of activity; and

**WHEREAS**, the Land Use Element of the General Plan designates the Property as Employment. The proposed use is consistent with the General Plan as the addition of a two-story office to an existing industrial building is similar to other industrial and manufacturing buildings in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

**WHEREAS**, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, the project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15301(e)(2) of the CEQA Guidelines, which exempts additions of less than 10,000 square feet to existing structures, if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive. The proposed two-story office addition is 6,282 square feet in area, and is located in a developed area with all utilities and in an area that is not environmentally sensitive; and

**WHEREAS**, on June 22, 2017, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

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

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

**SECTION 3:** Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for DP No. 17-4, the City Council hereby finds and determines that DP No. 17-4 will not result in or have a significant impact on the environment because it consists of a 6,282 square foot office addition, which results in a very minor expansion of the existing structure. The Project is located in a developed, urbanized area, and is an addition to an existing industrial facility, that is currently served by all public services, including fire and police services, and facilities such as sewer, water, electricity and gas. Further, the Project is located in an area that is not environmentally sensitive, as the area is urban in nature, and the Property is currently developed as an industrial use.

Based on this criteria and on staff's analysis, the proposed project is categorically exempt from the CEQA (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15301(e)(2) which exempts additions of less than 10,000 square feet to existing structures if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan, and the area in which the project is located is not environmentally sensitive. Based on these findings, the City Council adopts the Notice of Exemption and directs Staff to file same as required by law.

**SECTION 4:** Based upon substantial evidence presented to the City Council during the June 22, 2017 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

(a) The site is suitable for development in accordance with the development plan because it complies with all the applicable standards outlined in the City's Code, including setbacks, height, parking and landscaping standards. Further, existing water, gas, electricity and sewer utilities will adequately serve the Project; and

(b) The development is arranged so as to avoid traffic congestion because the two existing driveways on Bixby Drive meet minimum width standards and adequately serve the existing development of warehousing and will adequately serve the ancillary office addition. Moreover, the development ensures the public health, safety and general welfare and prevents adverse effects upon neighboring properties, because the addition to the existing building would not significantly impact road capacity and is consistent with the existing surrounding industrial developments. The addition will be constructed with modern architectural articulations and new paint making the industrial neighborhood more desirable; and

(c) The Project is in general accord with all elements of the City's Zoning Ordinance because, with the approval of the Development Plan, the project complies with development standards in regards to building setbacks, height, parking, access, screening, and design; and

(d) The proposed 6,282 square foot, two-story office addition to an existing warehouse, is consistent with the Property's General Plan designation of Employment, and conforms with the zoning designation of Manufacturing, because the land use designations permit industrial uses as well as industrial development under certain standards, with which the proposed development complies, by maintaining an existing business of warehousing and updating the existing outdated building with a face lift of a new paint and architectural design. Further, the attached conditions of approval set operational and management standards to ensure that the business will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance; and

**SECTION 5:** Based upon the foregoing findings, the City Council hereby approves DP No. 17-04, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

**SECTION 6.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 7:** The City Clerk shall certify to the adoption of this Resolution and 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 June 22, 2017 by the following vote:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSTAIN:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:

\_\_\_\_\_  
Mark D. Radecki, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane M. Schlichting, Chief Deputy City Clerk



# CITY OF INDUSTRY

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

## ATTACHMENT 1

### Standard Requirements and Conditions of Approval

**Application:** Development Plan 17-04  
**Applicant:** Jeff Bernstein  
**Location:** 1085 Bixby Avenue

### Conditions of Approval

*Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.*

1. All perimeter walls, fencing, and common areas, shall be maintained by the Property Owner.

### Code Requirements and Standards

*The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the Applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.*

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby

approved has not been obtained within such period.

3. In conformance with Chapter 13.18 of the Municipal Code, the Applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved Development Plan.
4. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
5. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.
6. The Applicant shall provide off-street parking as shown on the approved Development Plan.
7. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
8. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
9. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.
10. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.

### **Interpretation and Enforcement**

1. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been

reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

### **Indemnification and Hold Harmless Condition**

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and property owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Development Plan within 10 days after the approval of said Development Plan.