

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

JANUARY 24, 2019
9:00 AM



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

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 Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **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.

5.1 Consideration of the Register of Demands for January 24, 2019

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

5.2 Consideration of the minutes of January 10, 2019 special meeting and January 10, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **ACTION ITEMS**

6.1 Consideration of Development Plan 17-15 and Zone Exception 18-01, to allow for the development of a 216,716 square foot tilt up industrial building located at 333 Hacienda Boulevard

- b. Consideration of Resolution No. CC 2019-01 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 17-15 AND ZONE EXCEPTION 18-01 TO ALLOW FOR THE DEVELOPMENT OF A 216,716 SQUARE FOOT TILT UP INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 333 HACIENDA BOULEVARD IN THE CITY OF INDUSTRY, WITHIN THE “I” INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-01.

- a. Consideration of Resolution No. CC 2019-02 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-15 AND ZONE EXCEPTION 18-01 TO ALLOW FOR THE DEVELOPMENT OF A 216,716 SQUARE FOOT TILT UP INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 333 HACIENDA BOULEVARD IN THE CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-02.

- 6.2 Consideration of a Professional Services Agreement with Electra-Media, Inc., for programming services for the display system located at the Puente Hills Auto Center in an amount not-to-exceed \$19,500.00 from April 1, 2018 to April 1, 2023

RECOMMENDED ACTION: Approve the Agreement.

- 6.3 Consideration of a Maintenance Services Agreement with Electra-Media, Inc., for maintenance services for the display system located at the Puente Hills Auto Center in an amount not-to-exceed \$86,280.00 from April 1, 2018 to April 1, 2023

RECOMMENDED ACTION: Approve the Agreement.

- 6.4 Consideration of Change Order Nos. 2 and 3, for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B), with Mastek, Inc. (Contract No. 2017-1004)

RECOMMENDED ACTION: Approve Change Order Nos. 2 and 3, and authorize the Mayor to execute the Change Order.

- 6.5 Discussion and appointment of a member to serve on the San Gabriel Valley Mosquito and Vector Control District Board of Trustees

RECOMMENDED ACTION: Discuss and appoint a Member to serve on the San Gabriel Valley Mosquito and Vector Control District Board of Trustees.

- 6.6 Discussion and direction regarding lobbying services at the federal level

RECOMMENDED ACTION: Direct staff to seek federal lobbying services at the federal level.

- 6.7 Consideration of Resolution No. CC 2019-03 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CALLING FOR THE HOLDING OF AN ALL MAIL BALLOT ELECTION TO BE HELD ON JUNE 4, 2019, FOR THE ELECTION OF CERTAIN CITY COUNCILMEMBERS, IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW, THE CITY'S CHARTER AND THE CITY'S MUNICIPAL CODE

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-03.

- 6.8 CONSIDERATION OF RESOLUTION NO. CC 2019-04 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 4, 2019

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-04.

7. **CITY COUNCIL COMMITTEE REPORTS**
8. **AB 1234 REPORTS**
9. **CITY COUNCIL COMMUNICATION**
10. **CLOSED SESSION**
- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BS174700
- 10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; *et al.*
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS
- 10.3 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; *et al.*
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS
- 10.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-

Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295

10.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS171398

10.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS173224

10.7 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS172995

10.8 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

Two potential cases

10.9 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

Case: City of Industry v. Yee, *et al.*

Superior Court of California, County of Los Angeles

Case No. 18STCP03201

11. Adjournment. The next regular City Council Meeting will be Thursday, February 14, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JANUARY 24, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,298,034.12
103	PROP A FUND	4,815.28
120	CAPITAL IMPROVEMENT FUND	4,020,405.19
140	CITY DEBT SERVICE	5,000.00
161	IPUC - ELECTRIC	2,037.50
320	FLEET MGMT FUND	31,183.09
TOTAL ALL FUNDS		8,361,475.18

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	628,161.76
PROP/A	PROP A - CKING ACCOUNT	4,815.28
WK/T	WORKMAN TEMPLE -CKING ACCOUNT	3,497.59
REF	REFUSE - CKING ACCOUNT	1,404,002.08
WFBK	WELLS FARGO - CKING ACCOUNT	6,320,998.47
TOTAL ALL BANKS		8,361,475.18

APPROVED PER CITY MANAGER

CITY OF INDUSTRY

BANK OF AMERICA

January 24, 2019

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1095	12/18/2018		MIDAMERICA ADMINISTRATIVE &	\$20,401.62
	Invoice	Date	Description	Amount
	JAN-FEB2019	12/18/2018	MEDICAL PREMIUM REIMBURSEMENTS	\$20,401.62
WT1096	12/19/2018		FIRST AMERICAN TITLE INSURANCE	\$1,975.50
	Invoice	Date	Description	Amount
	12/19/18	12/19/2018	ESCROW FEES FOR PROPERTY AT 841 7TH AVE	\$1,975.50
WT1097	12/20/2018		MIDAMERICA ADMINISTRATIVE &	\$4,939.73
	Invoice	Date	Description	Amount
	JAN/FEB19-ADD'L	12/20/2018	MEDICAL PREMIUM REIMBURSEMENTS-ADD'L	\$4,939.73
WT1098	12/24/2018		U.S. BANK	\$46,312.04
	Invoice	Date	Description	Amount
	12/24/18	12/24/2018	SHORTFALL BOND PAYMENT-SERIES 2014	\$46,312.04
WT1099	01/03/2019		MIDAMERICA ADMINISTRATIVE &	\$212,000.00
	Invoice	Date	Description	Amount
	JAN/FEB2019	01/03/2019	ANNUAL INSTALLMENT FOR HRA ACCOUNT	\$212,000.00
WT1100	01/08/2019		CAL-PERS	\$40,932.56
	Invoice	Date	Description	Amount
	JANUARY 2019	01/08/2019	CALPERS MEDICAL PREMIUM FOR JANUARY 2019	\$40,932.56
WT1101	01/10/2019		JOHN HANCOCK USA	\$4,049.20
	Invoice	Date	Description	Amount
	12/1-12/28/18	01/10/2019	PARS CONTRIBUTIONS FOR PERIOD 12/1-12/28/18	\$4,049.20

CITY OF INDUSTRY
BANK OF AMERICA
January 24, 2019

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

PARKCIT.CHK - Parking Citation Checking

633	01/15/2019	CITY OF INDUSTRY	\$297,551.11
	Invoice	Date	Description
	1/15/2019	01/15/2019	TRANSFER FUNDS TO CITY WELLS GENERAL
			Amount
			\$297,551.11

Checks	Status	Count	Transaction Amount
Total		8	\$628,161.76

CITY OF INDUSTRY

PROP A

January 24, 2019

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90042	01/07/2019		SO CALIFORNIA EDISON COMPANY	\$211.80
	Invoice	Date	Description	Amount
	2019-00000831	01/07/2019	10/19-11/19/18 SVC-600S BREA CYN B	\$211.80
90043	01/24/2019		INDUSTRY SECURITY SERVICES	\$4,503.08
	Invoice	Date	Description	Amount
	14-23451	12/28/2018	SECURITY SVC-METROLINK	\$1,393.25
	14-23477	01/04/2019	SECURITY SVC-METROLINK	\$1,380.10
	14-23504	01/11/2019	SECURITY SVC-METROLINK	\$1,729.73
90044	01/24/2019		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	361843	01/03/2019	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	3	\$4,815.28

CITY OF INDUSTRY
WORKMAN TEMPLE SPECIAL FUND
January 24, 2019

Check	Date	Payee Name		Check Amount
WRKTMPHM.WF.CHK - Workman Temple Homestead Chking				
1002	12/21/2018	HISTORICAL RESOURCES, INC.		\$3,497.59
	Invoice	Date	Description	Amount
	12/21/2018	12/21/2018	HISTORICAL COLLECTIBLES	\$3,497.59

Check	Status	Count	Transaction Amount
	Total	1	\$3,497.59

**CITY OF INDUSTRY
WELLS FARGO REFUSE
January 24, 2019**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT256	12/24/2018		CITY OF INDUSTRY DISPOSAL CO.	\$591,593.04
	Invoice	Date	Description	Amount
	3451318	12/24/2018	REFUSE SVC 12/1-12/21/18	\$591,593.04
WT257	01/09/2019		CITY OF INDUSTRY DISPOSAL CO.	\$806,202.59
	Invoice	Date	Description	Amount
	3497165	01/09/2019	REFUSE SVC 12/22-12/31/18	\$806,202.59
80113	01/24/2019		SURPASS TECHNOLOGY, INC.	\$3,844.55
	Invoice	Date	Description	Amount
	01/4/2019	01/04/2019	REFUND-CID ACCT #409810	\$3,844.55
80114	01/24/2019		T-MOBILE	\$2,361.90
	Invoice	Date	Description	Amount
	1/4/2019	01/04/2019	REFUND-CID ACCT #407685	\$2,361.90

Checks	Status	Count	Transaction Amount
	Total	4	\$1,404,002.08

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70402	01/07/2019		BANK OF AMERICA - VISA	\$50.80
	Invoice	Date	Description	Amount
	2019-00000832	12/06/2018	LATE FEES	\$50.80
70403	01/07/2019		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	PLAN 17-12	01/03/2019	FEE-NOTICE OF DETERMINATION FOR PLAN 17-12	\$75.00
70404	01/08/2019		FIDELITY SECURITY LIFE	\$1,200.11
	Invoice	Date	Description	Amount
	163749360	01/01/2019	VISION PREMIUM FOR JANUARY 2019	\$1,200.11
70405	01/08/2019		HUMANA INSURANCE COMPANY	\$5,970.75
	Invoice	Date	Description	Amount
	389690375	12/13/2018	DENTAL PREMIUM FOR JANUARY 2019	\$5,970.75
70406	01/08/2019		MUTUAL OF OMAHA	\$5,538.29
	Invoice	Date	Description	Amount
	832142879	01/01/2019	LIFE INSURANCE PREMIUM FOR JANUARY 2019	\$5,538.29
70407	01/08/2019		UNUM LIFE INSURANCE COMPANY	\$4,711.60
	Invoice	Date	Description	Amount
	1/1-1/31/19	01/01/2019	LONG TERM CARE PREMIUM FOR JANUARY 2019	\$4,711.60
70408	01/08/2019		AT & T	\$405.76
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00000885	12/17/2018	12/17-01/16/19 SVC - TONNER CYN-RADIO	\$200.79
	2019-00000886	12/17/2018	12/17-01/16/19 SVC - TONNER CYN-GUARD SHACK	\$204.97
70409	01/08/2019		CITY OF CHINO HILL UTILITY	\$220.16
	Invoice	Date	Description	Amount
	2019-00000887	12/17/2018	11/15-12/12/18 SVC - 1550 RANCHO HILLS DR	\$220.16
70410	01/08/2019		FRONTIER	\$307.95
	Invoice	Date	Description	Amount
	2019-00000888	12/16/2018	12/16-01/15/19 SVC - PH AUTO PLAZA	\$172.19
	2019-00000889	12/19/2018	12/19-01/18/19 SVC - FOLLOW'S CAMP GUARD	\$66.35
	2019-00000890	12/16/2018	12/16-01/15/19 SVC - BREA CYN PUMP STN	\$69.41
70411	01/08/2019		INDUSTRY PUBLIC UTILITIES	\$213.51
	Invoice	Date	Description	Amount
	2019-00000892	12/17/2018	10/19-12/17/18 SVC - HANDORF LOOP RD-IRRIGATION	\$104.70
	2019-00000893	12/17/2018	10/19-12/17/18 SVC - HANDORF LOOP RD-IRRIGATION	\$108.81
70412	01/08/2019		INDUSTRY PUBLIC UTILITY	\$59.44
	Invoice	Date	Description	Amount
	2019-00000891	12/17/2018	11/10-12/10/18 SVC - 370 GRAND AVE SOUTH	\$59.44
70413	01/08/2019		LA PUENTE VALLEY COUNTY	\$17,038.08
	Invoice	Date	Description	Amount
	2019-00000901	12/17/2018	10/19-12/17/18 SVC - 1 AZUSA WAY (IRRI)	\$273.20
	2019-00000902	12/17/2018	10/19-12/17/18 SVC - 285 HACIENDA BLVD (IRRI)	\$69.02
	2019-00000903	12/17/2018	10/19-12/17/18 SVC - HACIENDA & STAFFORD ST (I)	\$293.57

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2019-00000904	12/17/2018	10/19-12/17/18 SVC - HACIENDA & STAFFORD (IRRI)	\$245.48
2019-00000905	12/17/2018	10/19-12/17/18 SVC - 211 HACIENDA BLVD (IRRI)	\$91.92
2019-00000906	12/17/2018	10/19-12/17/18 SVC - HUDSON AVE (IRRI)	\$490.51
2019-00000907	12/17/2018	10/19-12/17/18 SVC - STAFFORD ST (IRRI)	\$430.97
2019-00000908	12/17/2018	10/19-12/17/18 SVC - 220 HACIENDA BLVD (IRRI)	\$309.60
2019-00000909	12/17/2018	10/19-12/17/18 SVC - NELSON AVE (IRRI)	\$1,395.06
2019-00000910	12/17/2018	10/19-12/17/18 SVC - SOTRO ST (IRRI)	\$570.66
2019-00000911	12/17/2018	10/19-12/17/18 SVC - 15651 STAFFORD ST	\$1,230.18
2019-00000912	12/17/2018	10/19-12/17/18 SVC - RAUSCH RD (IRRI)	\$188.10
2019-00000913	12/17/2018	10/19-12/17/18 SVC - RAUSCH RD (IRRI)	\$201.84
2019-00000914	12/17/2018	10/19-12/17/18 SVC - STAFFORD & OLD VALLEY (I)	\$623.33
2019-00000915	12/17/2018	10/19-12/17/18 SVC - ALONG RAILROAD TRACK (I)	\$414.94
2019-00000916	12/17/2018	10/19-12/17/18 SVC - PROCTOR & EL ENCANTO (I)	\$334.79
2019-00000917	12/17/2018	10/19-12/17/18 SVC - HACIENDA BLVD (IRRI)	\$69.02
2019-00000918	12/17/2018	10/19-12/17/18 SVC - 15415 DON JULIAN RD (IRRI)	\$3,117.32
2019-00000919	12/17/2018	10/19-12/17/18 SVC - 15414 DON JULIAN RD (IRRI)	\$859.20
2019-00000920	12/17/2018	10/19-12/17/18 SVC - 15414 DON JULIAN RD	\$170.73
2019-00000921	12/17/2018	10/19-12/17/18 SVC - 201 STAFFORD ST (IRRI)	\$1,920.57
2019-00000922	12/17/2018	10/19-12/17/18 SVC - VALLEY BLVD (IRRI)	\$85.05
2019-00000923	12/17/2018	10/19-12/17/18 SVC - 15415 DON JULIAN RD (IRRI)	\$1,216.62
2019-00000924	12/17/2018	10/19-12/17/18 SVC - DON JULIAN RD	\$1,081.10
2019-00000925	12/17/2018	10/19-12/17/18 SVC - PARRIOTT & DON JULIAN RD (I)	\$156.17
2019-00000926	12/17/2018	10/19-12/17/18 SVC - 15414 DON JULIAN RD (IRRI)	\$708.06
2019-00000927	12/17/2018	10/19-12/17/18 SVC - 15414 DON JULIAN RD	\$284.41
2019-00000928	12/17/2018	10/19-12/17/18 SVC - 15625 STAFFORD ST	\$132.45
2019-00000929	12/17/2018	10/19-12/17/18 SVC - 15625 STAFFORD ST	\$74.21

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70414	01/08/2019			ROWLAND WATER DISTRICT	\$1,369.62
	Invoice	Date	Description	Amount	
	2019-00000930	12/26/2018	11/15-12/12/18 SVC - 1123 HATCHER ST STE D	\$46.24	
	2019-00000931	12/26/2018	11/15-12/12/18 SVC - 755 NOGALES AT - RC	\$203.82	
	2019-00000932	12/26/2018	11/15-12/12/18 SVC - AZUSA AVE (RC)	\$63.87	
	2019-00000933	12/26/2018	11/15-12/12/18 SVC - 1123 HATCHER ST STE C	\$87.84	
	2019-00000934	12/26/2018	11/15-12/12/18 SVC - 1135 HATCHER AVE	\$39.84	
	2019-00000935	12/26/2018	11/15-12/12/18 SVC - 17217 & 17229 CHESTNUT - IRR	\$120.67	
	2019-00000936	12/26/2018	11/16-12/13/18 SVC - 1015 NOGALES ST - PUMP	\$250.16	
	2019-00000937	12/26/2018	11/16-12/13/18 SVC - 909 U NOGALES STREET	\$369.44	
	2019-00000938	12/26/2018	11/16-12/13/18 SVC - 1023U NOGALES STREET	\$33.44	
	2019-00000939	12/26/2018	11/16-12/13/18 SVC - 1100 SOUTH AZUSA AVENUE	\$154.30	
70415	01/08/2019			SAN GABRIEL VALLEY WATER CO.	\$983.47
	Invoice	Date	Description	Amount	
	2019-00000894	12/17/2018	11/14-12/14/18 SVC - 14329 VALLEY	\$738.32	
	2019-00000895	12/18/2018	11/15-12/17/18 SVC - 336 EL ENCANTO	\$52.97	
	2019-00000896	12/28/2018	11/28-12/28/18 SVC - IRRIG SALT LAKE/SEVENTH	\$192.18	
70416	01/08/2019			SO CALIFORNIA EDISON COMPANY	\$61,034.59
	Invoice	Date	Description	Amount	
	2019-00000865	12/29/2018	11/27-12/27/18 SVC - VARIOUS SITES	\$160.33	
	2019-00000866	12/18/2018	10/25-12/14/18 SVC - VARIOUS SITES	\$2,500.29	
	2019-00000867	12/21/2018	11/19-12/20/18 SVC - 1007 LAWSON ST TC1	\$48.11	
	2019-00000868	12/21/2018	11/19-12/20/18 SVC - 21380 VALLEY PED	\$24.99	
	2019-00000869	12/21/2018	11/19-12/20/18 SVC - 575 BREA CYN RD	\$25.70	

CITY OF INDUSTRY

WELLS FARGO BANK

January 24, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00000870	12/27/2018	11/21-12/24/18 SVC - BREA CYN RD-VARIOUS SITES	\$1,051.06
	2019-00000871	12/22/2018	11/17-12/19/18 SVC - 1015 NOGALES ST	\$847.10
	2019-00000872	12/18/2018	10/15-12/14/18 SVC - VARIOUS SITES	\$3,344.40
	2019-00000873	12/18/2018	11/14-12/14/18 SVC - VARIOUS SITES	\$5,445.17
	2019-00000874	12/18/2018	11/01-12/01/18 SVC - VARIOUS SITES	\$4,329.72
	2019-00000875	12/18/2018	11/08-12/14/18 SVC - VARIOUS SITES	\$2,143.35
	2019-00000876	12/18/2018	06/26-12/01/18 SVC - VARIOUS SITES	\$39,938.21
	2019-00000877	12/21/2018	11/19-12/20/18 SVC - 580 BREA CYN RD	\$25.57
	2019-00000878	12/26/2018	11/21-12/24/18 SVC - 745 ANAHEIM PUENTE RD CP	\$87.10
	2019-00000879	12/26/2018	11/21-12/24/18 SVC - 17378 GALE AVE B	\$457.30
	2019-00000880	12/28/2018	11/27-12/27/18 SVC - 137 N HUDSON AVE	\$360.47
	2019-00000881	12/20/2018	11/17-12/19/18 SVC - 14661 & 14911 CLARK AVE U	\$139.90
	2019-00000882	12/18/2018	11/14-12/14/18 SVC - VARIOUS SITES	\$56.77
	2019-00000883	12/18/2018	11/15-12/17/18 SVC - 900 NOGALES U	\$49.05
70417	01/08/2019		SO CALIFORNIA EDISON COMPANY	\$99.73
	Invoice	Date	Description	Amount
	2019-00000884	12/22/2018	11/20-12/21/18 SVC - 5010 ENGLISH RD	\$99.73
70418	01/08/2019		SOCALGAS	\$183.32
	Invoice	Date	Description	Amount
	2019-00000897	12/18/2018	11/13-12/14/18 SVC - 610 S BREA CYN RD	\$19.48
	2019-00000898	12/26/2018	11/21-12/21/18 SVC - 15415 DON JULIAN RD	\$163.84
70419	01/08/2019		SUBURBAN WATER SYSTEMS	\$139.53
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	180041244843	12/25/2018	11/21-12/20/18 SVC - 205 HUDSON AV	\$33.22
	180021543716	12/27/2018	11/22-12/21/18 SVC - AZUSA & GEMINI	\$106.31
70420	01/15/2019		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	TPM 352	01/14/2019	FEE-NOTICE OF EXEMPTION FOR TOM 352	\$75.00
70421	01/16/2019		FRONTIER	\$974.51
	Invoice	Date	Description	Amount
	2019-00000953	01/01/2019	01/01-01/31/19 SVC - VARIOUS SITES	\$974.51
70422	01/16/2019		LA PUENTE VALLEY COUNTY	\$311.89
	Invoice	Date	Description	Amount
	15660STAFF-DEC18	12/17/2018	10/19-12/17/18 SVC - 15660 STAFFORD ST	\$311.89
70423	01/16/2019		ROWLAND WATER DISTRICT	\$1,256.49
	Invoice	Date	Description	Amount
	2019-00000954	12/26/2018	11/16-12/13/18 SVC - AZUSA AVE - CENTER	\$49.44
	2019-00000955	12/26/2018	11/16-12/13/18 SVC - AZUSA AVE	\$43.87
	2019-00000956	12/26/2018	11/15-12/12/18 SVC - 930 AZUSA AVE	\$388.59
	2019-00000957	12/26/2018	11/15-12/12/18 SVC - 17401 VALLEY BLVD	\$358.96
	2019-00000958	12/26/2018	11/15-12/12/18 SVC - 18044 ROWLAND ST	\$43.04
	2019-00000959	12/26/2018	11/15-12/12/18 SVC - HURLEY ST & VALLEY BLVD	\$372.59
70424	01/16/2019		SAN GABRIEL VALLEY WATER CO.	\$6,892.73
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00000960	12/28/2018	11/28-12/28/18 SVC - PELLISSIER	\$296.26
	2019-00000961	12/28/2018	11/28-12/28/18 SVC - S/E COR OF PELLISSIER	\$1,127.87
	2019-00000962	12/28/2018	11/28-12/28/18 SVC - PECK/UNION PACIFIC BRIDGE	\$566.46
	2019-00000963	12/28/2018	11/28-12/28/18 SVC - PELLISSIER	\$597.97
	2019-00000964	12/28/2018	11/28-12/28/18 SVC - PELLISSIER	\$448.06
	2019-00000965	12/28/2018	11/28-12/28/18 SVC - STA 111-50 CROSSROADS PKWY	\$697.27
	2019-00000966	12/28/2018	11/28-12/28/18 SVC - STA 129-00 CROSSROADS PKWY	\$945.51
	2019-00000967	12/28/2018	11/28-12/28/18 SVC - CROSSROADS PKWY NORTH	\$291.48
	2019-00000968	12/28/2018	11/28-12/28/18 SVC - CROSSROADS PKWY SOUTH	\$753.60
	2019-00000969	12/28/2018	11/28-12/28/18 SVC - STA 103-80 CROSSROADS PKWY	\$154.95
	2019-00000970	12/28/2018	11/28-12/28/18 SVC - CROSSROADS PKWY SOUTH	\$1,013.30
70425	01/16/2019		SO CALIFORNIA EDISON COMPANY	\$7,405.59
	Invoice	Date	Description	Amount
	2019-00000971	12/18/2018	11/14-12/14/18 SVC - PECK RD S/O PELLISSIER	\$41.30
	841 7TH-DEC18	12/18/2018	11/14-12/14/18 SVC - 841 7TH AVE	\$674.46
	15660STAFF-DEC18	12/28/2018	11/27-12/27/18 SVC - 15660 STAFFORD ST	\$1,335.63
	2019-00000972	01/03/2019	12/01/18-01/01/19 SVC - 1 VALLEY/AZUSA	\$15.99
	2019-00000973	01/03/2019	12/01/18-01/01/19 SVC - VARIOUS SITES	\$90.20
	2019-00000974	01/05/2019	10/31/18-01/03/19 SVC - 15625 STAFFORD ST	\$5,248.01
70426	01/16/2019		SOCALGAS	\$32.27
	Invoice	Date	Description	Amount
	2019-00000975	01/03/2019	11/29-12/31/18 SVC - 1015 NOGALES ST STE 101	\$16.49
	2019-00000976	01/03/2019	11/29-12/31/18 SVC - 710 NOGALES ST	\$15.78
70427	01/16/2019		SUBURBAN WATER SYSTEMS	\$235.34
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	180031369276	01/03/2019	12/05-01/03/19 SVC - NE CNR VALLEY/STIMS	\$235.34
70428	01/16/2019		VERIZON WIRELESS - LA	\$1,434.03
	Invoice	Date	Description	Amount
	9821111874	12/26/2018	11/27-12/26/18 SVC - VARIOUS WIRELESS SVC	\$1,434.03
70429	01/16/2019		BANK OF AMERICA - VISA	\$20.00
	Invoice	Date	Description	Amount
	2019-00000977	01/06/2019	LATE FEES	\$20.00
70430	01/16/2019		INDUSTRY BUSINESS COUNCIL	\$96,441.98
	Invoice	Date	Description	Amount
	AUGUST 2018	01/15/2019	EXPENSE REIMBURSEMENT-AUG 2018	\$62,363.46
	JULY 2018	01/15/2019	EXPENSE REIMBURSEMENT-JUL 2018	\$34,078.52
70431	01/24/2019		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	94	01/01/2019	MAINT SVC-JAN 2019	\$14,580.00
70432	01/24/2019		BLAKE AIR CONDITIONING COMPANY	\$1,419.00
	Invoice	Date	Description	Amount
	M44794	12/27/2018	A/C MAINT-CITY HALL	\$1,419.00
70433	01/24/2019		BRYAN PRESS	\$3,495.24
	Invoice	Date	Description	Amount
	0080648	12/17/2018	NOTICE OF PARKING VIOLATON	\$3,495.24

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70434	01/24/2019		CALIFORNIA DEPT OF TAX AND FEE	\$1,038.02
	Invoice	Date	Description	Amount
	4218	01/01/2019	IH FUEL STORAGE TANK TAXES-ACCT 44-042837 JAN-	\$1,038.02
70435	01/24/2019		CARTEGRAPH SYSTEMS, INC.	\$1,679.20
	Invoice	Date	Description	Amount
	SIN005578	01/04/2019	GEOGRAPHIC INFO SYSTEM-EXPENSE	\$1,053.15
	SIN005577	01/04/2019	GEOGRAPHIC INFO SYSTEM-EXPENSE	\$626.05
70436	01/24/2019		CASC ENGINEERING AND	\$2,320.00
	Invoice	Date	Description	Amount
	40148	12/20/2018	NPDES CONSULTING-COI	\$2,320.00
70437	01/24/2019		CHEVROLET OF WATSONVILLE	\$31,183.09
	Invoice	Date	Description	Amount
	42254187	11/09/2018	PURCHASE OF 2019 FORD EXPLORER	\$31,183.09
70438	01/24/2019		CINTAS CORPORATION LOC 693	\$492.76
	Invoice	Date	Description	Amount
	693177740	01/07/2019	DOOR MATS	\$55.60
	053355292	12/31/2018	DOOR MATS	\$270.36
	693175761	12/31/2018	DOOR MATS	\$55.60
	693171772	12/17/2018	DOOR MATS	\$55.60
	693173759	12/24/2018	DOOR MATS	\$55.60
70439	01/24/2019		CITY CLERKS ASSOCIATION OF	\$90.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
1150	01/02/2019	MEMBER DUES-JULIE GUTIERREZ-ROBLES	\$90.00
<hr/>			
70440	01/24/2019	CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
Invoice	Date	Description	Amount
3451354	12/31/2018	DISP SVC-3226 GILMAN RD	\$84.51
3451355	12/31/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
3451356	12/31/2018	DISP SVC-14362 PROCTOR AVE	-\$84.51
3451357	12/31/2018	DISP SVC-15710 NELSON AVE	\$28.17
3451358	12/31/2018	DISP SVC-15702 NELSON AVE	\$28.17
3451359	12/31/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34
3451360	12/31/2018	DISP SVC-15730 NELSON AVE	\$28.17
3451361	12/31/2018	DISP SVC-15644 NELSON AVE	\$28.17
3451362	12/31/2018	DISP SVC-15626 NELSON AVE	\$28.17
3451363	12/31/2018	DISP SVC-629 GIANO AVE	\$56.34
3451364	12/31/2018	DISP SVC-754 S 5TH AVE	\$56.34
3451365	12/31/2018	DISP SVC-210 S 9TH AVE	\$56.34
3451366	12/31/2018	DISP SVC-16020 HILL ST	\$28.17
3451367	12/31/2018	DISP SVC-15736 NELSON AVE	\$28.17
3451368	12/31/2018	DISP SVC-15634 NELSON AVE	\$28.17
3451369	12/31/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3451370	12/31/2018	DISP SVC-643 GIANO AVE	\$56.34
3451371	12/31/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3451372	12/31/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3451373	12/31/2018	DISP SVC-16000 HILL ST	\$28.17
3451374	12/31/2018	DISP SVC-16010 HILL ST	\$56.34

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3451375	12/31/2018	DISP SVC-16014 HILL ST	\$28.17
3451376	12/31/2018	DISP SVC-16229 HANDORF RD	\$28.17
3451377	12/31/2018	DISP SVC-16242 HANDORF RD	\$56.34
3451378	12/31/2018	DISP SVC-16220 HANDORF RD	\$84.51
3451379	12/31/2018	DISP SVC-16218 HANDORF RD	\$28.17
3451380	12/31/2018	DISP SVC-16217 HANDORF RD	\$56.34
3451381	12/31/2018	DISP SVC-16227 HANDORF RD	\$28.17
3451382	12/31/2018	DISP SVC-16238 HANDORF RD	\$28.17
3451383	12/31/2018	DISP SVC-16224 HANDORF RD	\$28.17
3451384	12/31/2018	DISP SVC-15714 NELSON AVE	\$28.17
3451385	12/31/2018	DISP SVC-15652 NELSON AVE	\$28.17
3451386	12/31/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3451387	12/31/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
3451388	12/31/2018	DISP SVC-20137 E WALNUT DR	\$28.17
3451389	12/31/2018	DISP SVC-15722 NELSON AVE	\$28.17
3451390	12/31/2018	DISP SVC-17229 CHESTNUT ST	\$84.51
3451391	12/31/2018	DISP SVC-130 TURNBULL CYN RD	\$28.17
3451392	12/31/2018	DISP SVC-132 TURNBULL CYN RD	\$28.17
3451393	12/31/2018	DISP SVC-138 TURNBULL CYN RD	\$28.17
3451394	12/31/2018	DISP SVC-15236 VALLEY BLVD	\$169.02
3451395	12/31/2018	DISP SVC-16200 TEMPLE AVE	\$84.51
3451396	12/31/2018	DISP SVC-14310 PROCTOR AVE	\$84.51
3451397	12/31/2018	DISP SVC-16212 TEMPLE AVE	\$84.51
70441	01/24/2019	CITY OF INDUSTRY-PAYROLL ACCT	\$155,000.00
	Invoice	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	P/R PE 12/14/18	01/09/2019	REIMBURSE FOR PAYROLL P/E 12/14/18	\$80,000.00
	PR P/E 1/11/19	01/16/2019	REIMBURSE FOR PAYROLL P/E 1/11/19	\$75,000.00
70442	01/24/2019		CITY OF INDUSTRY-REFUSE	\$9,900.06
	Invoice	Date	Description	Amount
	3495349	01/01/2019	DISP SVC-CITY HALL	\$313.42
	3496785	12/31/2018	DISP SVC-1123 HATCHER AVE	\$3,405.62
	3695350	01/01/2019	DISP SVC-TONNER CYN (MAINT YD)	\$974.22
	3495351	01/01/2019	DISP SVC-TONNER CYN (CAMP COURAGE)	\$300.00
	3495352	01/01/2019	DISP SVC-TRES HERMANOS	\$144.83
	3495568	01/01/2019	DISP SVC-841 7TH AVE	\$192.82
	3495567	01/01/2019	DISP SVC-205 HUDSON	\$192.82
	3495843	01/01/2019	DISP SVC-CITY BUS STOPS	\$4,376.33
70443	01/24/2019		CNC ENGINEERING	\$281,269.34
	Invoice	Date	Description	Amount
	457954	01/10/2019	EMERGENCY STANDBY POWER GENERATOR	\$9,062.50
	457955	01/10/2019	DESIGN-BUILD FOR SOLAR CARPORT	\$185.00
	457956	01/10/2019	ELECTRIC VEHICLE CHARGING STN	\$555.00
	457957	01/10/2019	RESURFACING DESIGN EXPO CENTER PARKING LOT	\$28,993.75
	457958	01/10/2019	EXPO CENTER MAINT GATE IMPROVEMENTS	\$9,325.00
	457959	01/10/2019	METROLINK STATION VIDEO SECURITY SYSTEM	\$1,511.25
	457960	01/10/2019	SOLAR PROJECT AT METROLINK	\$370.00
	457961	01/10/2019	SITE PLAN FOR SHERIFF TRAILER	\$1,205.00
	457962	01/10/2019	INDUSTRY HILLS TRAIL GRADING	\$277.50
	457963	01/10/2019	INDUSTRY HILLS TRAILS LIGHTING	\$6,308.75

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
457964	01/10/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$890.00
457965	01/10/2019	CATCH BASIN RETROFITS	\$5,077.50
457966	01/10/2019	KELLA AVE STORM DRAIN	\$1,485.00
457967	01/10/2019	SEWER DESIGN EXPO CENTER	\$4,145.00
457968	01/10/2019	FULLERTON ROAD PCC	\$8,822.50
457969	01/10/2019	ANNUAL SLURRY SEAL	\$5,445.00
457970	01/10/2019	RESURFACING OF DON JULIAN RD	\$5,365.00
457971	01/10/2019	ADA BUS STOP IMPROVEMENTS	\$370.00
457972	01/10/2019	GENERAL ENGINEERING-PLAN APPROVALS	\$13,277.50
457973	01/10/2019	GENERAL ENGINEERING-TRAFFIC	\$6,135.00
457974	01/10/2019	GENERAL ENGINEERING-COUNTER SERVICE	\$1,230.00
457975	01/10/2019	GENERAL ENGINEERING-PERMITS	\$17,910.00
457976	01/10/2019	WALNUT DR SOUTH WIDENING	\$4,117.50
457977	01/10/2019	ARENTH AVE RECONSTRUCTION	\$3,742.50
457978	01/10/2019	205 HUDSON AVE BLDG	\$2,231.25
457979	01/10/2019	GENERAL ENGINEERING SVC 12/17/18-1/6/19	\$46,305.59
457980	01/10/2019	NPDES STORM WATER	\$3,245.00
457981	01/10/2019	TONNER CYN PROPERTY	\$2,517.50
457982	01/10/2019	EXPO CENTER STANDARDS OF FACILITIES	\$2,865.00
457983	01/10/2019	CIWS MGMT AND OPERATION	\$117.50
457984	01/10/2019	TRES HERMANOS GENERAL ENGINEERING	\$4,127.50
457985	01/10/2019	CITY HALL MAINT	\$1,815.00
457986	01/10/2019	HOMESTEAD MUSEUM MAINT	\$40.00
457987	01/10/2019	SAFETY UPGRADES AT RR CROSSINGS	\$1,110.00
457989	01/10/2019	SAN JOSE RECONSTRUCTION	\$740.00
457990	01/10/2019	TRAFFIC SIGNAL AT NELSON/SUNSET	\$5,160.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
457991	01/10/2019	INDUSTRY HILLS FUEL TANK DISPENSING	\$165.00
457992	01/10/2019	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$277.50
457993	01/10/2019	FISCAL YEAR BUDGET	\$15,860.00
457994	01/10/2019	ROWLAND ST RECONSTRUCTION	\$1,980.00
457995	01/10/2019	BUSINESS PKY PCC PAVEMENT	\$8,535.00
457996	01/10/2019	AZUSA AVE/TEMPLE INTERSECTION	\$370.00
457997	01/10/2019	FOLLOW'S CAMP PROPERTY	\$4,290.00
457998	01/10/2019	VARIOUS ASSIGNMENTS RELATED TO SA	\$6,320.00
457999	01/10/2019	NELSON AVE/PUENTE AVE INTERSECTION	\$1,440.00
458000	01/10/2019	BONELLI ST RESURFACING	\$7,830.00
458001	01/10/2019	TARGET SPEED SURVEY	\$1,088.75
458002	01/10/2019	VALLEY BLVD RECONSTRUCTION	\$4,350.00
458003	01/10/2019	CARTEGRAPH MGMT	\$8,685.00
458004	01/10/2019	LOUDEN LANE RESURFACING	\$870.00
458005	01/10/2019	NOGALES GRADE SEPARATION	\$352.50
458006	01/10/2019	FULLERTON RD GRADE SEPARATION	\$3,345.00
458007	01/10/2019	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$302.50
458008	01/10/2019	FAIRWAY DR GRADE SEPARATION	\$302.50
458009	01/10/2019	TURNBULL CYN RD GRADE SEPARATION	\$1,202.50
458010	01/10/2019	ALAMEDA CORRIDOR EAST MISC GRADE	\$587.50
458012	01/10/2019	CITY ST LIGHT PURCHASES	\$2,035.00
022019	01/01/2019	MEALS/WHEELS RENT-FEB 2019	\$5,000.00
70444	01/24/2019	COMFORT SYSTEMS USA	\$5,528.52
	Invoice	Date	Amount
	92004355	12/19/2018	\$2,184.06
		A/C REPAIR-EL ENCANTO	

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	92004376	12/26/2018	A/C REPAIR-EL ENCANTO	\$3,344.46
70445	01/24/2019		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81939927	12/31/2018	GEOGRAPHIC PKG-DEC 2018	\$192.50
70446	01/24/2019		COUNTY OF LA DEPT OF PUBLIC	\$60,613.33
	Invoice	Date	Description	Amount
	PW-18121002623	12/10/2018	TRAFFIC SIGNAL OPERATION	\$708.20
	PW-18121002639	12/10/2018	REPAIR PROCTOR AVE BRIDGE	\$30,306.98
	PW-18121002669	12/10/2018	STRIPING AND PAVEMENT MARKINGS	\$815.38
	PW-18121002584	12/10/2018	STORM DRAIN MAINT	\$8,272.92
	PW-18121002843	12/10/2018	TRAFFIC SIGNAL MAINT	\$12,737.57
	PW-18121002844	12/10/2018	TRAFFIC SIGNAL MAINT	\$7,772.28
70447	01/24/2019		CREATIVE IMAGE PRODUCTS	\$164.25
	Invoice	Date	Description	Amount
	1513	12/19/2018	METAL NAME PLATES	\$164.25
70448	01/24/2019		DANGELO CO.	\$1,045.03
	Invoice	Date	Description	Amount
	S1356360.001	12/27/2018	MISC SUPPLIES-TONNER CYN	\$1,045.03
70449	01/24/2019		DUGAN, STEVEN	\$17.33
	Invoice	Date	Description	Amount
	01/10/19	01/10/2019	REIMBURSE FOR MILEAGE-HOMESTEAD	\$17.33

CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70450	01/24/2019		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	8186	12/15/2018	PUENTE HILLS AUTO DISPLAY-JAN 2019	\$1,763.00
70451	01/24/2019		ELEVATE PUBLIC AFFAIRS, LLC	\$24,254.70
	Invoice	Date	Description	Amount
	1475	12/28/2018	MEDIA CONSULTING-NOV 2018	\$18,254.70
	1476	01/04/2019	IBC STRATEGIC CONSULTING-NOV 2018	\$6,000.00
70452	01/24/2019		FRAZER, LLP	\$27,625.00
	Invoice	Date	Description	Amount
	158493	12/31/2018	SA-PROF SCV FOR DEC 2018	\$8,700.00
	158496	12/31/2018	COI-PROF SVC FOR DEC 2018	\$18,925.00
70453	01/24/2019		FUEL PROS, INC.	\$1,858.75
	Invoice	Date	Description	Amount
	38426	12/11/2018	IH FUEL STN MAINT	\$1,417.50
	39611	12/11/2018	IH FUEL STN MAINT	\$150.00
	39835	12/21/2018	IH FUEL STN MAINT	\$291.25
70454	01/24/2019		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	95155	01/01/2019	ELEVATOR MAINT-CITY HALL	\$138.00
70455	01/24/2019		GOLDEN GATE CONSTRUCTION	\$43,623.11

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	#7CITY-1441	01/01/2019	PHASE 1 HUDSON (YAL) BLDG IMPROVEMENTS	\$45,919.06
70456	01/24/2019		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	157095	12/20/2018	LEGISLATIVE SVC-DEC 2018	\$10,000.00
70457	01/24/2019		GREATLAND CORPORATION	\$151.47
	Invoice	Date	Description	Amount
	6166548 RI	12/14/2018	1099 TAX FORMS	\$151.47
70458	01/24/2019		HELLING, TROY	\$223.58
	Invoice	Date	Description	Amount
	1/14/19	01/14/2019	REIMBURSE FOR LUNCH MEETINGS	\$223.58
70459	01/24/2019		HINDERLITER, DE LLAMAS AND	\$37,496.18
	Invoice	Date	Description	Amount
	0030424-IN	12/10/2018	AUDIT SVC-SALES TAX	\$37,496.18
70460	01/24/2019		HISTORICAL RESOURCES, INC.	\$61,128.80
	Invoice	Date	Description	Amount
	01/09/19	01/09/2019	AGRMT REIMBURSEMENT-DEC 2018/JAN 2019	\$58,969.22
	01/09/19-A	01/09/2019	REIMBURSE FOR F & M CREDIT CARD	\$2,159.58
70461	01/24/2019		INDUSTRY BUSINESS COUNCIL	\$29,532.22
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	NOVEMBER 2018	01/04/2019	EXPENSE REIMBURSEMENT-NOV 2018	\$29,532.22
70462	01/24/2019		INDUSTRY PROPERTY & HOUSING	\$17,978.15
	Invoice	Date	Description	Amount
	12/19/2018	12/19/2018	REIMBURSEMENT FOR IPHMA PROPERTY TAX-DEP	\$17,978.15
70463	01/24/2019		INDUSTRY SECURITY SERVICES	\$21,186.14
	Invoice	Date	Description	Amount
	14-23449	12/28/2018	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-23446	12/28/2018	SECURITY SVC-VARIOUS CITY SITES	\$4,626.72
	14-23476	01/04/2019	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-23452	12/28/2018	VEHICLE FUEL-TRES HERMANOS	\$660.46
	14-23473	01/04/2019	SECURITY SVC-VARIOUS CITY SITES	\$4,626.72
	14-23503	01/11/2019	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-23500	01/11/2019	SECURITY SVC-VARIOUS CITY SITES	\$4,374.24
70464	01/24/2019		INDUSTRY SECURITY SERVICES	\$36,358.17
	Invoice	Date	Description	Amount
	14-23441	12/28/2018	SECURITY SVC-12/21-12/27/18	\$12,426.21
	14-23468	01/04/2019	SECURITY SVC-12/28-1/3/19	\$12,257.95
	14-23495	01/11/2019	SECURITY SVC-1/4-1/10/19	\$11,674.01
70465	01/24/2019		INDUSTRY TIRE SERVICE	\$277.48
	Invoice	Date	Description	Amount
	0286164	01/03/2019	REPAIR LOOSE TIRE	\$95.40
	0286169	01/03/2019	NEW TIRE-LIC 98407C1	\$182.08

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70466	01/24/2019		IUDA - 2008 SUB-LIEN	\$3,786,732.43
	Invoice	Date	Description	Amount
	1/15/2019	01/15/2019	REIMBURSEMENT TO SA FOR OVERPAYMENT OF	\$3,786,732.43
70467	01/24/2019		KLEINFELDER, INC.	\$5,750.00
	Invoice	Date	Description	Amount
	001224156	12/28/2018	COINER COURT PAVEMENT EVALUATION	\$1,105.00
	001224152	12/28/2018	BONELLI ST PAVEMENT EVALUATION	\$1,252.50
	0012244741	01/04/2019	EXPO CENTER PARKING LOT	\$3,392.50
70468	01/24/2019		L A COUNTY DEPT OF PUBLIC	\$51,483.49
	Invoice	Date	Description	Amount
	IN190000379	12/20/2018	BLDG & SAFETY SVC-ONE STOP SHOP FOR OCT 2018	\$51,483.49
70469	01/24/2019		L A COUNTY SHERIFF'S	\$884,876.78
	Invoice	Date	Description	Amount
	191967CY	12/21/2018	SPECIAL EVENT-DIRECTED PATROL	\$32,615.72
	192045CY	12/28/2018	SPECIAL EVENT-DIRECTED PATROL	\$23,773.07
	192014VL	12/19/2018	PRISONER MAINT-NOV 2018	\$204.46
	192203CY	01/09/2019	SHERIFF CONTRACT-DEC 2018	\$828,283.53
70470	01/24/2019		LOCKS PLUS, INC.	\$475.64
	Invoice	Date	Description	Amount
	33936	01/08/2019	EMERGENCY SVC-15660 STAFFORD	\$130.00
	33938	01/08/2019	RE-KEY LOCK-1123 HATCHER AVE	\$345.64

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70471	01/24/2019		MOM'S APPLIANCE REPAIR	\$685.00
	Invoice	Date	Description	Amount
	01503	12/26/2018	INSTALL OF WASHER AND DRYER-TRES HERMANOS	\$685.00
70472	01/24/2019		MUNI-ENVIRONMENTAL, LLC	\$23,140.00
	Invoice	Date	Description	Amount
	19-002	01/03/2019	COMMERCIAL WASTE PROGRAM	\$23,140.00
70473	01/24/2019		NATALIE MEYER	\$400.00
	Invoice	Date	Description	Amount
	PPNMFWH2019	01/09/2019	FASHION PROGRAM ON 2/10/19-HOMESTEAD.	\$400.00
70474	01/24/2019		NEARMAP US INC.	\$6,000.00
	Invoice	Date	Description	Amount
	INV00100429	12/05/2018	HIGH RESOLUTION IMAGERY	\$6,000.00
70475	01/24/2019		NINYO & MOORE GEOTECHNICAL	\$1,229.00
	Invoice	Date	Description	Amount
	222816	11/02/2018	ABATEMENT MONITORING-205 HUDSON AVE	\$1,229.00
70476	01/24/2019		PACIFIC UTILITY INSTALLATION	\$36,831.90
	Invoice	Date	Description	Amount
	#7CITY-1430R-RET	01/01/2019	RETENTION-IBC EAST SIDE STREET LIGHT	\$36,831.90
70477	01/24/2019		PEDROZA JR, SAMUEL	\$1,095.25
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	01/07-01/09/19	01/04/2019	TRAVEL REIMBURSEMENT-CALIF CITIES	\$1,095.25
70478	01/24/2019		PITNEY BOWES, INC.	\$111.46
	Invoice	Date	Description	Amount
	3102829037	12/31/2018	POSTAGE MACHINE ON FIRST FLOOR	\$111.46
70479	01/24/2019		PLACEWORKS	\$1,561.68
	Invoice	Date	Description	Amount
	67330	11/30/2018	13530 NELSON AVE	\$717.83
	67331	11/30/2018	333 HACIENDA BLVD WAREHOUSE	\$843.85
70480	01/24/2019		PRICE, POSTEL & PARMA, LLP	\$402.00
	Invoice	Date	Description	Amount
	158077	12/12/2018	LEGAL SVC-REAL ESTATE MATTERS	\$335.00
	157448	11/14/2018	LEGAL SVC-REAL ESTATE MATTERS	\$67.00
70481	01/24/2019		R.F. DICKSON CO., INC.	\$18,297.82
	Invoice	Date	Description	Amount
	2509486	12/31/2018	STREET & PARKING LOT SWEEPING-DEC 2018	\$18,297.82
70482	01/24/2019		R.H.F., INC.	\$85.00
	Invoice	Date	Description	Amount
	73533	11/08/2018	RECERTIFICATION FOR LASER UNIT	\$85.00
70483	01/24/2019		RICOH USA, INC.	\$661.14
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5055449061	12/24/2018	METER READING-FINANCE	\$55.28
	5055569709	01/03/2019	METER READING-DEV COPIER	\$89.81
	30836298	10/13/2018	COPIER LEASE-TREASURY	\$252.66
	5055605801	01/08/2019	METER READING-VARIOUS	\$263.39
70484	01/24/2019		RICOH USA, INC.	\$3,238.33
	Invoice	Date	Description	Amount
	62001575	01/06/2019	COPIER LEASE-VARIOUS	\$2,650.76
	61832297	12/22/2018	COPIER LEASE-DEV	\$303.63
	61804842	12/18/2018	COPIER LEASE-HR	\$283.94
70485	01/24/2019		SAN GABRIEL VALLEY ECONOMIC	\$25,000.00
	Invoice	Date	Description	Amount
	6661	10/01/2018	MEMEBERSHIP RENEWAL-10/1/18-9/30/19	\$25,000.00
70486	01/24/2019		SAN GABRIEL VALLEY NEWSPAPER	\$724.00
	Invoice	Date	Description	Amount
	0011214678	12/21/2018	NOTICE OF PUBLIC HEARING	\$724.00
70487	01/24/2019		SATSUMA LANDSCAPE & MAINT.	\$120,968.83
	Invoice	Date	Description	Amount
	1218TA	12/28/2018	LANDSCAPE SVC-TEMPLE & AZUSA	\$33,441.02
	1218CH	12/28/2018	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$31,812.87
	1218XROADS	12/28/2018	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$30,578.54
	1218CH-1	12/28/2018	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$25,136.40

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70488	01/24/2019		SCS FIELD SERVICES	\$22,382.10
	Invoice	Date	Description	Amount
	0341733	12/31/2018	IH MAINT-LANDFILL GAS SYSTEM	\$22,382.10
70489	01/24/2019		SO CAL INDUSTRIES	\$190.74
	Invoice	Date	Description	Amount
	361844	01/03/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	361280	12/28/2018	FENCE RENTALS-IND HILLS	\$90.34
70490	01/24/2019		SPARKLETTS	\$158.25
	Invoice	Date	Description	Amount
	16916898 122118	12/21/2018	WATER DELIVERY	\$108.08
	17165913 122118	12/21/2018	WATER DELIVERY	\$50.17
70491	01/24/2019		SQUARE ROOT GOLF & LANDSCAPE,	\$184,499.89
	Invoice	Date	Description	Amount
	1395ELHM	12/28/2018	LANFSCAPE SVC-HOMESTEAD	\$22,579.56
	1394ELHM	12/28/2018	LANDSCAPE SVC-EL ENCANTO	\$10,592.68
	1393ELHM	12/28/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$5,124.00
	1396H	12/28/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$146,203.65
70492	01/24/2019		STAPLES BUSINESS ADVANTAGE	\$1,222.32
	Invoice	Date	Description	Amount
	8052556268	12/15/2018	OFFICE SUPPLIES	\$1,049.05
	8052641321	12/22/2018	OFFICE SUPPLIES	\$173.27

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70493	01/24/2019		STATE COMPENSATION INS. FUND	\$3,544.33
	Invoice	Date	Description	Amount
	JANUARY 2019	01/02/2019	PREMIUM FOR JANUARY 2019	\$3,544.33
70494	01/24/2019		THE BIG NORWEGIAN	\$7,659.25
	Invoice	Date	Description	Amount
	Q1191	12/29/2018	REPAIR CAT 213D	\$7,659.25
70495	01/24/2019		THE TECHNOLOGY DEPOT	\$6,825.15
	Invoice	Date	Description	Amount
	9684	12/28/2018	NETWORK MAINT-TICKET#10758	\$165.00
	9685	12/28/2018	NETWORK MAINT-TICKET#10666	\$250.00
	9691	12/30/2018	NETWORK MAINT-TICKET#10745	\$625.00
	9692	12/30/2018	NETWORK MAINT-TICKET#10737	\$206.25
	9693	12/30/2018	NETWORK MAINT-TICKET#10754	\$660.00
	9694	12/30/2018	NETWORK MAINT-TICKET#10707	\$453.75
	9695	12/30/2018	NETWORK MAINT-TICKET#10792	\$1,155.00
	9699	12/31/2018	NETWORK MAINT-TICKET#9193	\$412.50
	9700	12/31/2018	NETWORK MAINT-TICKET#10731	\$247.50
	9701	12/31/2018	NETWORK MAINT-TICKET#10765	\$247.50
	9702	12/31/2018	NETWORK MAINT-TICKET#9168	\$123.75
	9721	01/03/2019	NETWORK MAINT-FEB 2019	\$264.30
	9722	01/03/2019	NETWORK MAINT-FEB 2019	\$362.10
	9774	01/04/2019	NETWORK MAINT-TICKET#10729	\$453.75
	9776	01/04/2019	NETWORK MAINT-TICKET#10730	\$412.50
	9777	01/04/2019	NETWORK MAINT-TICKET#10823	\$580.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	9778	01/04/2019	NETWORK MAINT-TICKET#10831	\$123.75
	9780	01/04/2019	NETWORK MAINT-TICKET#10848	\$41.25
	9781	01/04/2019	NETWORK MAINT-TICKET#10863	\$41.25
70496	01/24/2019		TOYOTA LEASE TRST LSR,	\$65.00
	Invoice	Date	Description	Amount
	1/4/2019	01/04/2019	REFUND-CITATION #ID146446	\$65.00
70497	01/24/2019		TPX COMMUNICATIONS	\$2,411.28
	Invoice	Date	Description	Amount
	111649487-0	12/31/2018	INTERNET SVC-CITY HALL	\$2,411.28
70498	01/24/2019		TPX COMMUNICATIONS	\$891.60
	Invoice	Date	Description	Amount
	111603388-0	12/31/2018	TELEPHONE/INTERNET SVC-HOMESTEAD	\$891.60
70499	01/24/2019		TRIBUNE DIRECT MARKETING, LLC	\$224.99
	Invoice	Date	Description	Amount
	67830	12/27/2018	CONSUMER MAILING LIST-HOMESTEAD	\$224.99
70500	01/24/2019		TURBO DATA SYSTEMS, INC	\$576.04
	Invoice	Date	Description	Amount
	29388	12/31/2018	CITATION PROCESSING-NOV/DEC 2018	\$576.04
70501	01/24/2019		U.S. BANK	\$5,000.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5222268	12/24/2018	COI-ADMIN FEES FOR TAX REV BOND 2015A	\$2,000.00
	5222269	12/24/2018	COI-ADMIN FEES FOR TAX REV BOND 2015B	\$3,000.00
70502	01/24/2019		USA FACT, INC.	\$187.34
	Invoice	Date	Description	Amount
	8113033	11/10/2018	BACKGROUND CHECK SVC	\$187.34
70503	01/24/2019		VANGUARD CLEANING SYSTEMS,	\$1,245.00
	Invoice	Date	Description	Amount
	65056	12/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
	65814	12/18/2018	DAY PORTER SVC-SPECIAL EVENT AT HOMESTEAD	\$250.00
70504	01/24/2019		VARNER & BRANDT, LLP	\$590.00
	Invoice	Date	Description	Amount
	15191-0000M-H	11/30/2018	SA-LEGAL SVC FOR NOV 2018	\$590.00
70505	01/24/2019		WEATHERITE SERVICE	\$3,265.00
	Invoice	Date	Description	Amount
	L180184	12/13/2018	A/C REPAIR-15660 STAFFORD/15559 RAUSCH	\$3,265.00
70506	01/24/2019		WELLS FARGO	\$4,413.68
	Invoice	Date	Description	Amount
	2019-00000945	01/03/2019	CREDIT CARD EXPENSE P/E 1/03/19	\$4,413.68
70507	01/24/2019		WEST COAST ARBORISTS, INC.	\$4,250.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 24, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
1-4458	11/14/2018		REMOVAL OF PINE TREES-CITY HALL/IMC	\$4,250.00
70508	01/24/2019		WILLDAN ENGINEERING	\$246.50
Invoice	Date	Description	Amount	
00617040	12/13/2018	ENGINEERING SVC-NELSON/PUENTE AVE	\$246.50	
70509	01/24/2019		WINDSTREAM	\$856.78
Invoice	Date	Description	Amount	
70915173	01/10/2019	CITY HALL PHONE SVC-JAN 2019	\$856.78	

Checks	Status	Count	Transaction Amount
	Total	108	\$6,320,998.47

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 1

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 9:12 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki

ROLL CALL

PRESENT: Mark Radecki, Mayor
Cory Moss, Mayor Pro Tem
Abraham Cruz, Council Member
Catherine Marcucci, Council Member - Joined the meeting at 9:46 a.m.
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Josh Nelson, Contract City Engineer; and Julie Robles, Deputy City Clerk.

PUBLIC COMMENTS

There were none.

CLOSED SESSION

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

- 5.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Concerned Citizens of City of Industry v. City of Industry, *et al.*
Superior Court of California, County of Los Angeles
Case No. BC700716

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:14 a.m.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 2

City Attorney Casso, Assistant Attorney Sparks, Council Member Ruggles and Mayor Radecki excused themselves from Closed Session.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:23 a.m. All members of the City Council were present.

City Manager Helling reported out of Closed Session.

With regard to Closed Session Item 5.1, direction was given. No further action was taken and nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:25 a.m.

MARK D. RADECKI
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki

ROLL CALL

PRESENT: Mark Radecki, Mayor
Cory Moss, Mayor Pro Tem
Abraham Cruz, Council Member
Catherine Marcucci, Council Member - Joined the meeting at 9:46 a.m.
Newell W. Ruggles, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Josh Nelson, Contract City Engineer; and Julie Robles, Deputy City Clerk.

PUBLIC COMMENTS

Mr. Matt Palma from the County Sanitation District in Whittier presented to the Council Members the ongoing dispute on labor negotiations between the Los Angeles County Sanitation Workers and the AFSCME (American Federation of State, County & Municipal Employees). A sample letter along with a list of Important Points was left for the members to review and possibly help with the unfair labor practice complaints.

CONSENT CALENDAR

Council Member Ruggles recused himself from check number 70294 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 2

RECUSING FROM CHECK NUMBER 70294 ON ITEM 1 (REGISTER OF DEMANDS).
MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 20, 2018

RATIFIED THE REGISTER OF DEMANDS FOR DECEMBER 20, 2018.

2. CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 10, 2019

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

3. CONSIDERATION OF THE MINUTES OF DECEMBER 13, 2018 SPECIAL MEETING

APPROVED AS SUBMITTED.

CONSIDERATION OF CHANGE ORDER NO. 1, FOR THE METROLINK STATION VIDEO SECURITY SYSTEM, INSTALLATION AND COMMISSIONING SERVICES, WITH BIRDI & ASSOCIATES, INC. (AGREEMENT NO. DS-18-018-B, PROJECT NO. CIP-FAC-18-013-B)

Contract City Engineer Josh Nelson, from CNC Engineering, provided a staff report and answered questions for the Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE CHANGE ORDER NO. 1 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDER. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 3

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

CONSIDERATION OF CHANGE ORDER NO. 1, FOR THE EXPO CENTER MAIN GATE IMPROVEMENTS PROJECT, WITH SIDRA GROUP, INC. DBA TRINITY FENCE (AGREEMENT NO. DS-18-024-B, PROJECT NO. CIP-EXPO-18-008-B)

Contract City Engineer Josh Nelson, from CNC Engineering, provided a staff report and answered questions for the Council.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE CHANGE ORDER NO. 1 AND AUTHORIZE THE MAYOR TO EXECUTE THE CHANGE ORDER. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Pro Tem Moss and Council Member Ruggles commented on their positive experience at the California Contract Cities trip in Sacramento on January 7th, 8th and 9th. It was noted that Council Member Marcucci also attended.

CLOSED SESSION

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 4

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS
- 10.2 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS
- 10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295
- 10.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 5

10.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Diamond Bar v. City of Industry; Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban- Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS173224

10.6 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS172995

10.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: San Gabriel Valley Water and Power, LLC v. City of Industry, *et al.*

Superior Court of California, County of Los Angeles

Case No. BS174700

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:12 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 10:23 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7, direction was given to the City Attorney and to the City Manager's office. No further action was taken, nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:25 a.m.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 10, 2019
PAGE 6

MARK D. RADECKI
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council
FROM: Troy Helling, Acting City Manager *T.H.*
STAFF: Dina Lomeli, Consultant Associate Planner *DL*
Nathalie Vazquez, Consultant Assistant Planner II *NV*
DATE: January 24, 2018
SUBJECT: Development Plan 17-15 and Zone Exception 18-01, 333 Hacienda Boulevard

Proposal:

Xebec Building Company is requesting approval of Development Plan 17-15 to allow for the construction of a 216,716 square foot tilt up industrial warehouse building consisting of 208,716 square feet of warehouse space with 25 loading docks, and approximately 8,000 square feet of office space, located at 333 Hacienda Boulevard. The applicant's request complies with the City's development guidelines set forth in the City's Municipal Code ("Code").

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within a rectangular shape lot (APN 8208-027-019) at the southwest corner of Valley Boulevard and Hacienda Boulevard, with an approximate frontage of 418.89 feet on Valley Boulevard, and 219.93 feet on Hacienda Boulevard. The Property is surrounded by industrial uses to the south and east and commercial uses to the north and west.

Minor Administrative Exceptions

The applicant is requesting a minor administrative exception per Industry Municipal Code Section 17.40.040.A. that allows a deviation of up to 10 percent of the requirements pursuant to section 17.36.60 W. (3). The proposed project results in 50.41 percent lot coverage, which is over the maximum 50 percent allowed, but is within the 10 percent of the allowed exception.

Staff Analysis:

Staff has determined that the proposed development project is consistent with the Zoning ("M" – Industrial Zone) and General Plan (Employment) designations of the Property and complies with the development and design standards found in Chapter 17.36, Design Review, of the City's Code, with the exception of lot coverage, as set forth above. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, building height and setbacks.

Property

The proposed project sits on a rectangular shape parcel that is 9.38 acres (408,592.80 square-feet) in size and is currently vacant. The lot was previously a developed K-mart and auto service

repair facility, and both buildings and associated features were demolished in late 2008. Also, this property was previously zoned commercial and was re-zoned to industrial September 10, 2009, by Ordinance No. 754.

As shown on the attached site plan (Exhibit B) the proposed 216,716 square-foot industrial building will consist of 208,716 square-feet of warehouse space with twenty-five loading docks, and 8,000 square-feet of office space. The landscaping and building footprint is designed to screen all loading docks and exterior equipment from the public right of way. New landscaping will be installed along the boundary of adjacent parcels and primarily on the property frontage, acting as a buffer between the new building and the sidewalk adjacent to Valley Boulevard and Hacienda Boulevard.

Access

The Property is served by multiple streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property is a rectangular shaped lot that is currently served by one 40 foot driveway entrance and a 28 foot egress driveway from Valley Boulevard, and an by a new 40 foot driveway entrance located on Hacienda Boulevard. The proposed drive aisle meet the City's minimum drive aisle width of 26 feet.

Compatibility

The proposed new warehouse will have the same function and purpose as the existing surrounding developments therefore it is compatible with the surrounding properties and land uses. The project is located in an urbanized area and is surrounded by various industrial uses to the south and east, and commercial to the north and west of the property. The new building design will benefit the area because the architecture for the proposed warehouse is attractive and functional for the industrial area.

As shown in the elevations (Exhibit D) the architecture of the proposed warehouse provides a variety of design treatments. The building will be a concrete tilt-up structure with colors that include variations of grays and blue tones. The proposed concrete tilt up walls will have a variety of panel reveals around the building and will provide varying projections creating a three dimensional illusion. The proposed office entrances will have an assortment of architectural treatments creating statement entrances consisting of; metal canopy, rectangular columns, and anodized storefront with distinctive window treatments providing a decorative exterior.

Landscaping

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement by proposing 49,900 (12%) square feet of landscaping. The landscaping buffers around the adjacent parcels and will be more heavily landscaped on the building frontage facing Hacienda Boulevard and Valley Boulevard.

Parking

Per Section 17.12.50.K. of the Code, the proposed 216,760 square foot building requires 50 parking spaces, plus one space per 750 square feet of floor area over 25,000 square feet. Based on this formula, a total of 274 parking spaces are required. The applicant is meeting this requirement by providing a total of 274 parking spaces on this site.

Environmental Analysis:

An Initial Study and Mitigated Negative Declaration ("IS/MND") has been prepared in accordance with the California Environmental Quality Act ("CEQA") to determine if the proposed use could have a significant impact on the environment. The proposed project has the potential for significant effects in environmental topics that include Air Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials and Tribal Cultural resources, but each

of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed IS/MND. The mitigation measures are contained in a Mitigated Negative Declaration, which has been prepared in conformance with Section 21081.6 of the Public Resources Code and which provides a vehicle to monitor compliance with the mitigation measures (Exhibit F, Attachment 3).

The Notice of Intent to Adopt a Mitigated Negative Declaration (Exhibit E, Attachment 2) was posted on the site, fire stations, City Hall and Council Chambers, the City's webpage, and published in the San Gabriel Valley Tribune on December 7, 2018.

Fiscal Impact:

The overall project will have a positive fiscal impact to the City of Industry by increasing the property value.

Recommendation:

Because the Development Plan proposes a project that complies with the development standards of the Municipal Code, does not pose a significant impact on the environment, and satisfies the above-mentioned findings, Staff recommends that the City Council:

1) Adopt Resolution No. CC 2019-02 (Exhibit F) approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and

2) Adopt Resolution No. CC 2019-01 (Exhibit G) approving Development Plan No. 17-15 and Zone Exception 18-01 with the Standard Requirements and Conditions of Approval contained in the Resolution.

Exhibits:

- A. Location Map - DP 17-15 and Zone Exception 18-01
- B. Site Plan – DP 17-15 and Zone Exception 18-01
- C. Floor Plan - DP 17-15 and Zone Exception 18-01
- D. Elevations Proposed Structure – DP 17-15 and Zone Exception 18-01
- E. Notice of Determination DP 17-15 and Zone Exception 18-01
- F. Resolution No. CC 2019-02 including the Notice of Intent to Adopt a Mitigated Negative Declaration for Development Plan 17-15; Initial Study/Mitigated Negative Declaration for Xebec Building Company for a 216,716 Square foot tilt up industrial building; and Mitigation Monitoring and Reporting Program
- G. Resolution No. CC 2019-01 approving Development Plan No. 17-15 and Zone Exception 18-01 with the Standard Requirements and Conditions of Approval contained in the Resolution

EXHIBIT A

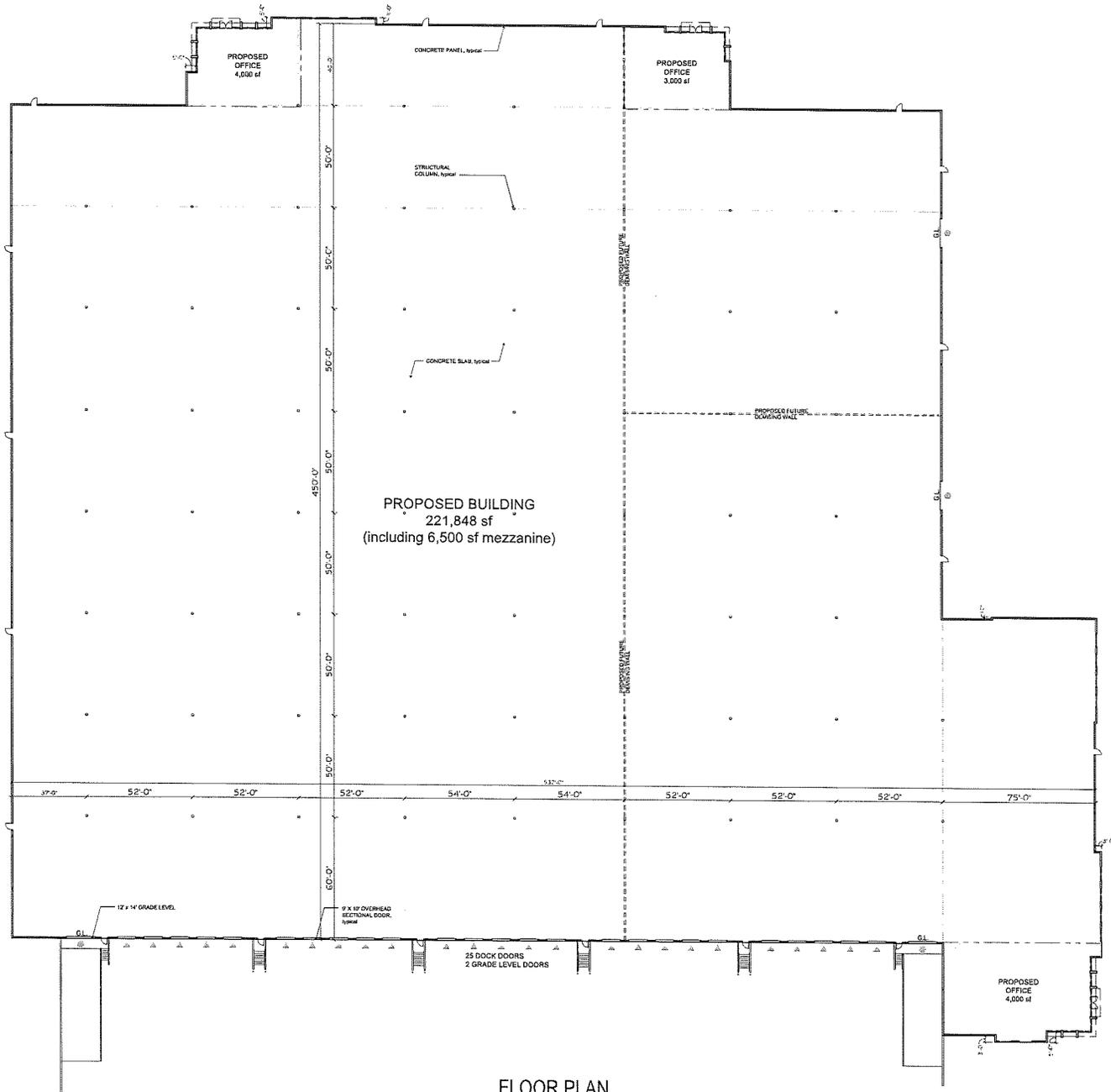
Location Map – Development Plan 17-15 and Zone Exception 18-01

[Attached]

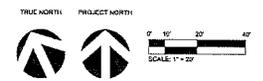
EXHIBIT B

Site Plan – Development Plan 17-15 and Zone Exception 18-01

[Attached]



FLOOR PLAN
 Hacienda Boulevard and Valley Boulevard
 City of Industry, California



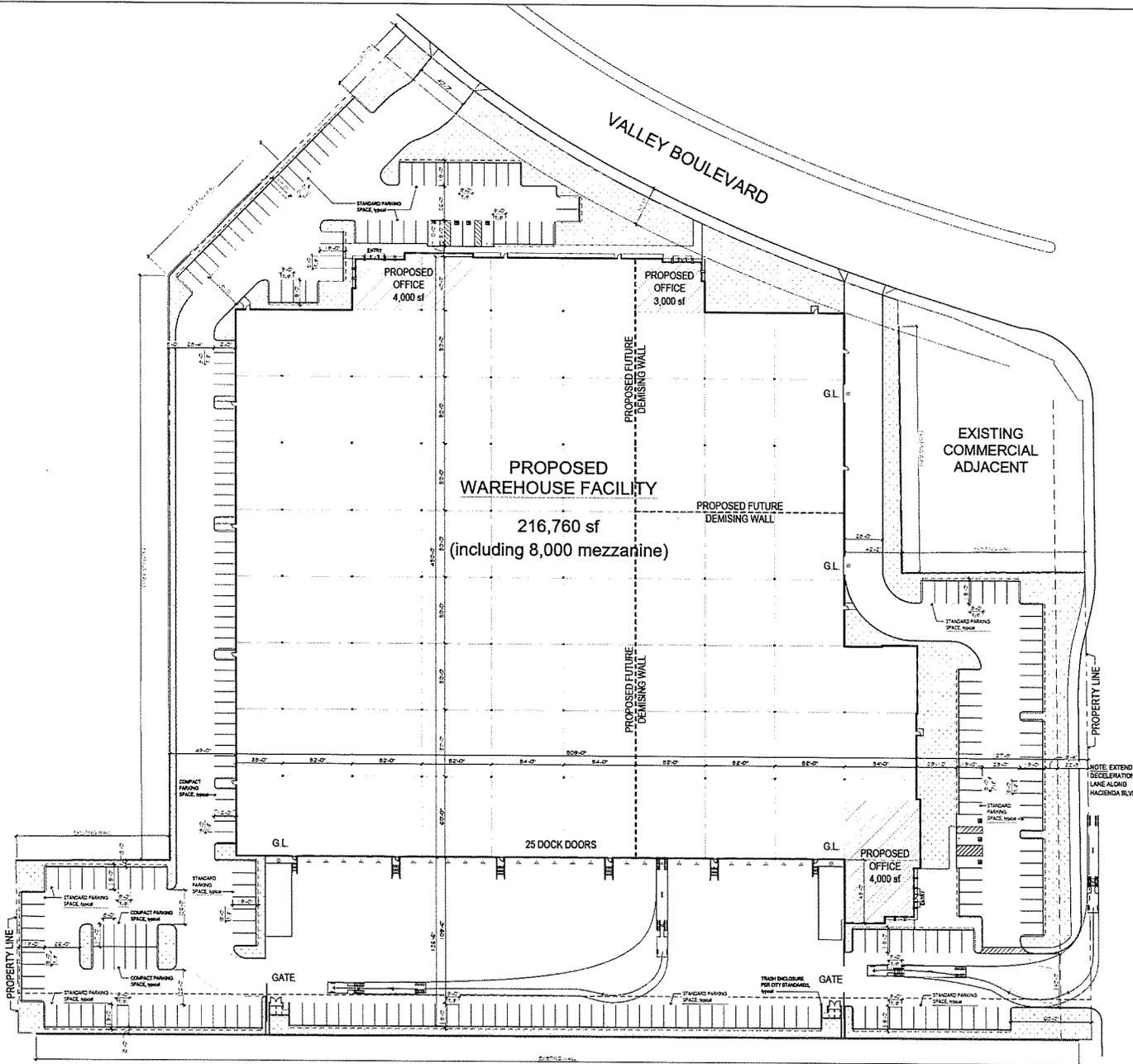
A-3



EXHIBIT C

Floor Plan – Development Plan 17-15 and Zone Exception 18-01

[Attached

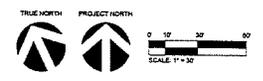


LOT AREA:	414,125 sf 9.51 acres
WAREHOUSE BUILDING AREA:	216,760 sf
GROUND FLOOR:	208,760 sf
POTENTIAL SECOND FLOOR:	8,000 sf
SITE COVERAGE:	50.41%
FLOOR AREA RATIO:	52.34%
WAREHOUSE PARKING REQUIRED:	274 spaces
Office: 19,000 sf (1 / 250 sf):	76 spaces
Warehouse: 197,350 sf (1 / 1000 sf):	198 spaces
WAREHOUSE PARKING PROVIDED:	274 spaces
STANDARD:	213 spaces
COMPACT (20% of Required Parking):	54 spaces
HANDICAP ACCESSIBLE:	7 spaces
TRAILER:	0 spaces
LANDSCAPE REQUIRED:	49,695 sf (12%)
LANDSCAPE PROVIDED:	49,900 sf (12%)

P:\2017\170777\170777 - Hacienda and Valley\170777_02_sit_03_revised_10.11.17.dwg
 © March 2018

HACIENDA BOULEVARD

NOTE: MODIFY CENTER MEDIAN ALONG HACIENDA BLVD.



SITE PLAN

Hacienda Boulevard and Valley Boulevard
City of Industry, California

Exhibit D

Elevations Proposed Structure - Development Plan 17-15 and Zone Exception 18-01

[Attached]



Exhibit E

Notice of Determination - Development Plan 17-15 and Zone Exception 18-01

[Attached]

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113
Sacramento, CA 95814

County Clerk
County of: Los Angeles
Address: 12400 Imperial Highway
Norwalk, CA 90650

From:

Public Agency: City of Industry Planning Dept.
Address: 15625 East Stafford, Suite 100
City of Industry, CA 91774-0366
Contact: Dina Lomeli
Phone: 626-934-5187

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse):

Project Title: Development Plan 17-15

Project Applicant: Xebec Building Company

Project Location (include county): 333 Hacienda Boulevard, City of Industry, Los Angeles County

Project Description:

Development Plan 17-15 to allow for the construction of a 216,716 square foot tilt up industrial warehouse building consisting of 208,716 square feet of warehouse space with 25 loading docks, and approximately 8,000 square feet of office space, located at 333 Hacienda Boulevard

This is to advise that the City of Industry has approved the above (Lead Agency or Responsible Agency)

described project on January 24, 2019 and has made the following determinations regarding the above described project.

- 1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

City of Industry Planning Department, 15625 East Stafford, Suite 100, City of Industry, CA 91744-0366

Signature (Public Agency): Title: Consultant Associate Planner

Date: 1-15-19 Date Received for filing at OPR:

Exhibit F

Resolution No. CC 2019-02

[Attached]

RESOLUTION NO. CC 2019-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DEVELOPMENT PLAN NO. 17- 15 AND ZONE EXCEPTION 18-01 TO ALLOW THE DEVELOPMENT OF A 216,716 SQUARE FOOT TILT UP INDUSTRIAL BUILDING LOCATED AT 333 HACIENDA BOULEVARD IN THE CITY OF INDUSTRY, WITHIN THE “I” INDUSTRIAL ZONE, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, on December 4, 2017, Xebec Building Company, (“Applicant”) filed an application requesting the approval of Development Plan (“DP”) No. 17-15 and Zone exception 18-01 described herein (“Application”); and

WHEREAS, the Application applies to a 9.51 acre property at 333 Hacienda Boulevard, City of Industry, California, Assessor’s Parcel Numbers 8208-027-019, (“Property”); and

WHEREAS, the Applicant desires to construct a new 216,716 square foot tilt up industrial building, within the City’s “I” Industrial Zoning designation. The proposed construction consists of 208,716 square feet of warehouse space with 25 loading docks, and approximately 8,000 square feet of office space (the “Project”). In accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a Development Plan is required for this type of activity; and

WHEREAS the applicant is requesting one administrative exception pursuant to the Municipal Code Section 17.40.040.A. that allows a deviation of up to 10 percent of the lot coverage requirements. The proposed project results in 50.41 percent lot coverage, which is over the maximum 50 percent allowed. Under Section 17.40.040.A. of the Code, a deviation of up to 10 percent of the lot coverage requirements is permitted, if the findings set forth in Section 17.40.020 of the Code are met; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment. The Project is consistent with the General Plan as an industrial use and is similar to other industrial and manufacturing uses in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, in accordance with CEQA, California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City, an initial study was performed, the result of which was preparation and circulation of a mitigated negative declaration (“IS/MND”) analyzing the proposed Project and concluding that approval of the Project could not have a significant effect on the environment because the impacts of the Project could all be mitigated to levels below established CEQA thresholds of

significance with the adoption of mitigation measures and enforcement of such measures through a Mitigation Monitoring and Reporting Program (“MMRP”); and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public and agency review and comment on December 10, 2018, through and including, January 2, 2019. Copies of the IS/MND were made available to the public at the Planning Department on December 10, 2018, and the IS/MND was distributed to interested parties and agencies. On December 10, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (Attachment 1), including the time and place of the City Council meeting to review the Application and the IS/MND, was published in the local newspaper of general circulation and posted at the Project site, City Hall, Council Chambers and Fire Station 118; and

WHEREAS, the IS/MND concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address Air Quality, Biological Resources, Cultural Resources, Hazards and Hazardous Materials and Tribal Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration and MMRP; and

WHEREAS, on January 24, 2019, the City Council of the City of Industry conducted a duly noticed public meeting to consider the IS/MND and MMRP, and considered all testimony written and oral; and

WHEREAS, the City Council has reviewed and carefully considered the information in the IS/MND and the MMRP, including all comment letters submitted, and makes the findings contained in this Resolution, and adopts the Initial Study/Mitigated Negative Declaration and the MMRP, as an objective and accurate document that reflects the independent judgment and analysis of the City in the discussion of the Project’s environmental impacts; and

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

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

SECTION 1: That based on the entirety of the record before it, which includes without limitation, the California Environmental Quality Act, Public Resources Code §§ 21000, *et seq.* (“CEQA”) and the CEQA Guidelines, 14 California Code of Regulations § 15000, *et seq.*; the Environmental Impact Report Guidelines of the City of Industry; the IS/MND and MMRP, prepared for the Project, including all written comments received; all reports, minutes, and public testimony submitted as part of the City Council’s duly noticed public meeting of January 24, 2019; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Industry hereby finds as follows:

- a. The foregoing recitals are true and correct and made a part of this Resolution.
- b. The IS/MND for the Project including any comment letters received, are attached hereto as Attachment 2 and are incorporated by reference as part of this Resolution, as if each were set forth fully herein.
- c. The documents and other material constituting the record for these proceedings are located at the Office of the City Clerk, City of Industry, 15625 E. Stafford, Suite 100, City of Industry, CA 91744.
- d. The proposed Project is consistent with the City's General Plan because the land use, development standards, densities and intensities and structures proposed are compatible with the goals, policies, and land use designations established in the General Plan (see Gov't Code, § 65860), and none of the land uses, development standards, densities and intensities and structures will operate to conflict with or impede achievement of the any of the goals, policies, or land use designations established in the General Plan.
- e. In accordance with CEQA, the City Council has considered the IS/MND and MMRP for the Project, including all comments received on the IS/MND, and based on the entirety of the record, as described above, the City Council, exercising its independent judgment and analysis, makes the following findings regarding the environmental analysis of the Project:
 - i. Design features of the Project, as well as the mitigation measures proposed in the IS/MND and included in the MMRP, will operate to ensure the impacts of the proposed Project will not exceed established CEQA thresholds of significance. Therefore, and as further documented in the IS/MND for the Project, additional mitigation measures beyond those established in the MMRP are not required for the Project.
 - ii. For the reasons stated in this Resolution, the City Council finds that there is no substantial evidence in the record supporting a fair argument that approval of the Project will result in a significant environmental effect.
- f. That the City Council of the City of Industry hereby makes the findings contained this Resolution, and adopts the IS/MND for the Project, including the MMRP.

SECTION 2: 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 3: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on January 24, 2019, by the following vote:

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

Mark D. Radecki, Mayor

ATTEST:

Juliane Gutierrez-Robles, Deputy City Clerk

Final Initial Study and Mitigated Negative Declaration



333 HACIENDA WAREHOUSE PROJECT

City of Industry

January 2019

January 2019 | Final Initial Study/Mitigated Negative Declaration

333 Hacienda Warehouse Project

City of Industry

Prepared for:

City of Industry

Contact: Dina Lomeli, Contract Associate Planner
15625 East Stafford, Suite 100
City of Industry, California 91774-0366
626.333.2211

Prepared by:

PlaceWorks

Contact: Mark Teague, Associate Principal, AICP
3 MacArthur Place #1100
Santa Ana, California 92707
info@placeworks.com
www.placeworks.com

IND-07.156

Table of Contents

<u>Section</u>	<u>Page</u>
1. INTRODUCTION.....	1
1.1 PROJECT LOCATION	1
1.2 ENVIRONMENTAL SETTING.....	1
1.3 PROJECT DESCRIPTION.....	2
1.4 EXISTING ZONING AND GENERAL PLAN	3
1.5 SUMMARY OF ENVIRONMENTAL IMPACTS.....	3
1.6 CITY ACTION REQUESTED	3
2. ENVIRONMENTAL CHECKLIST	19
2.1 BACKGROUND.....	19
2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED	20
2.3 EVALUATION OF ENVIRONMENTAL IMPACTS	21
3. LEAD AGENCY DETERMINATION	23
4. ENVIRONMENTAL ANALYSIS	25
4.1 AESTHETICS	25
4.2 AGRICULTURE AND FORESTRY RESOURCES	26
4.3 AIR QUALITY	28
4.4 BIOLOGICAL RESOURCES	35
4.5 CULTURAL RESOURCES	38
4.6 GEOLOGY AND SOILS.....	40
4.7 GREENHOUSE GAS EMISSIONS.....	44
4.8 HAZARDS AND HAZARDOUS MATERIALS.....	47
4.9 HYDROLOGY AND WATER QUALITY	53
4.10 LAND USE AND PLANNING	59
4.11 MINERAL RESOURCES.....	60
4.12 NOISE.....	60
4.13 POPULATION AND HOUSING	71
4.14 PUBLIC SERVICES.....	72
4.15 RECREATION	73
4.16 TRANSPORTATION/TRAFFIC.....	74
4.17 TRIBAL CULTURAL RESOURCES	87
4.18 UTILITIES AND SERVICE SYSTEMS	89
4.19 MANDATORY FINDINGS OF SIGNIFICANCE	94
5. CONSULTANT RECOMMENDATION	97
6. LIST OF PREPARERS	99
LEAD AGENCY	99
PLACEWORKS.....	99
7. REFERENCES.....	101

Table of Contents

APPENDICES

- Appendix A . Air Quality and GHG Emissions Modeling
- Appendix B. Geotechnical Report
- Appendix C. Phase I
- Appendix D. Noise Data
- Appendix E. Traffic Impact Assessment

The Appendices have been included on a CD at the back of this Initial Study.

List of Figures

Figure		Page
Figure 1	Regional Location	5
Figure 2	Local Vicinity.....	7
Figure 3	Aerial Photograph.....	9
Figure 4	Building Elevations.....	11
Figure 5	Site Plan	13
Figure 6	Landscape Plan.....	15
Figure 7	Grading Plan.....	17
Figure 8	Roadway Network and Study Intersections	75

Table of Contents

List of Tables

Table		Page
Table 1	Maximum Daily Regional Construction Emissions	30
Table 2	Maximum Daily Regional Construction Emissions With Mitigation.....	31
Table 3	Maximum Daily Regional Operational Phase Emissions.....	31
Table 4	Maximum Daily Onsite Localized Construction Emissions.....	33
Table 5	Localized Onsite Operational Emissions.....	34
Table 6	Project-Related GHG Emissions.....	46
Table 7	Environmental Database Listings on Project Site.....	50
Table 8	Construction Best Management Practices	55
Table 9	County of Los Angeles Exterior Noise Standards	63
Table 10	County of Los Angeles Stationary Construction Equipment Noise Limits.....	64
Table 11	Source Noise Levels for Complete Trucking Operations at Reference Distance of 50 feet	65
Table 12	Vibration Levels Produced by Common Construction Equipment.....	67
Table 13	Project Traffic Noise Increases	69
Table 14	Cumulative 2020 Project Traffic Noise Increases	69
Table 15	Estimated Operational Project Employment.....	71
Table 16	Intersection LOS Criteria for Signalized Intersections.....	79
Table 17	Unsignalized Intersections Level of Service Descriptions	80
Table 18	Existing Peak Hour Intersection Levels of Service.....	82
Table 19	Project Trip Generation.....	82
Table 20	Existing Plus Project Peak Hour Intersection Levels of Service	83
Table 21	2020 No Project Peak Hour Intersection Levels of Service	84
Table 22	2020 With Project Peak Hour Intersection Levels of Service	85
Table 23	Estimated Project Wastewater Generation.....	90
Table 24	Projected Water Supplies, Upper San Gabriel River and Rio Hondo IRWM Subregion, Acre-Feet per Year	92
Table 25	Landfills Serving City of Industry	93
Table 26	Estimated Project Solid Waste Generation	93

Table of Contents

This page intentionally left blank.

1. Introduction

The project applicant, XEBEC Building Company, is seeking approval of the City of Industry (“City”) for a development plan for an 216,716-square-foot industrial building on an approximately 9.5-acre vacant site at the southwest corner of Valley and Hacienda Boulevard in the City of Industry.

This Initial Study has been prepared in accordance with the California Environmental Quality Act (“CEQA”), as amended, to determine if approval of the discretionary action requested and subsequent development could have a significant impact on the environment. This analysis will also provide the City with information to document the potential impacts of the proposed project.

1.1 PROJECT LOCATION

The project site is at 333 Hacienda Boulevard in the west part of the City of Industry, in the San Gabriel Valley, in Los Angeles County. Regional access to the site is from State Route 60 (SR-60, the Pomona Freeway) via the Hacienda Boulevard ramps approximately 0.85 mile southwest of the site. Refer to Figure 1, *Regional Location*.

The project site is Assessor’s Parcel Number 8208-027-019; it fronts Valley Boulevard on the north and Hacienda Boulevard on the east (see Figure 2, *Local Vicinity*). Driveways with access to the project site are on both Valley Boulevard and Hacienda Boulevard. The site is fenced, and current access is via locked gates at both driveways.

1.2 ENVIRONMENTAL SETTING

1.2.1 Existing Site Condition

The site is currently vacant, bare land; vegetation onsite includes weeds, and natural grasses. The site is surrounded by urban development, with warehouse buildings to the west, south, and east; retail commercial across Valley Boulevard to the north; and a gas station on the southwest corner of Valley Boulevard and Hacienda Boulevard. The site was previously developed as a K-Mart and auto service repair facility; both buildings and associated features were demolished in late 2008.

The project site is between 323 and 320 feet above mean sea level. Topography of the site is relatively level with a slightly descending slope from east to west. Groundwater is at a depth of approximately 30 feet below ground surface.

1.2.2 Surrounding Land Use

The site is in an area zoned as Industrial and designated Employment by the City’s general plan, and it is surrounded by existing industrial and commercial buildings. The site is adjacent to a gas station to the northeast and surrounded by four 2-story industrial buildings to the northwest, west and south. To the northwest is an office building, to the west a home supplies distribution warehouse and a second industrial

1. Introduction

facility, and to the south a power systems manufacturer warehouse. To the north across Valley Boulevard are commercial uses, specifically dining establishments, a gas station, and a supermarket. To the east across Hacienda Boulevard are surface parking lots, a tire retailer, a gas station, and a food manufacturer warehouse. Two Union Pacific Railroad tracks pass about 0.3 mile south of the project site. Landscaping trees are focused along the northern and southern edges of the property. Figure 3, *Aerial Photograph*, shows the project site and the surrounding land uses.

1.3 PROJECT DESCRIPTION

1.3.1 Proposed Land Use

Building

The proposed project would result in the construction of an 216,716-square-foot tilt-up industrial warehouse building, including 208,716-square feet of warehouse space, and approximately 8,000 square feet of office space.¹ The office space areas are divided into three areas to allow separate businesses to occupy the same building. Parking is distributed around the building, with larger parking lots near each of the office sites. The new warehouse building would have a height of approximately 39 feet, with architectural elements and screening extending to approximately 45 feet (see Figure 4, *Building Elevations*). The building would operate as a warehouse.

Access, Circulation, and Parking

Site access would be via main entrances from Valley Boulevard at the northwest corner of the site, and from Hacienda Boulevard at the southeast corner of the site. A driveway from the northeast corner of the site on Valley Boulevard would be designed for passenger vehicle access and would not be used for warehouse operations. Both of the driveways from Valley Boulevard would connect to the driveway from Hacienda Boulevard, providing access around the entire building. Twenty-five truck bays plus two ground-level loading doors would be on the south side of the building. The 274 automobile parking spaces would be along the east, south, and west sides of the building. The main entrances to the building would be at its northwest and southeast corners, with a third entry at the northeast corner. Employee and/or emergency exits would be provided along all four sides of the building (see Figure 5, *Site Plan*).

Landscaping

The project would install 49,950 square feet of landscaping and biofiltration basins that will serve to retain stormwater runoff to the north along Valley Boulevard, and in the east along Hacienda Boulevard, in addition to trees and landscaping along parking lot areas in the north, east and south. Existing trees at the project site will remain in place and be incorporated into project designs (see Figure 6, *Landscape Plan*).

¹ For purposes of modeling, the building size was rounded to 218,000 square feet.

1. Introduction

1.3.2 Project Phasing

The project would be completed in one phase. Construction activities would start as early as 2018 and would take approximately 11 months to complete. Construction activities would consist of excavation and grading, building construction, architectural coating, and site paving (see Figure 7, *Grading Plan*).

1.4 EXISTING ZONING AND GENERAL PLAN

The existing General Plan land use designation is Employment, and the existing zoning is Industrial (I).

1.5 SUMMARY OF ENVIRONMENTAL IMPACTS

As further detailed in the Initial Study checklist, below, construction and operation would have either “No Impact,” or a “Less than Significant Impact,” with regard to aesthetics, agricultural resources, geology and soils, greenhouse gas emissions, hydrology and water quality, land use and planning, noise and vibration, population and housing, public services, recreation, transportation and traffic, and utilities and service systems.

Impacts that were reduced to “Less than Significant with the Incorporation of Mitigation” include air quality, biological resources, cultural resources, hazards and hazardous materials, and tribal cultural resources.

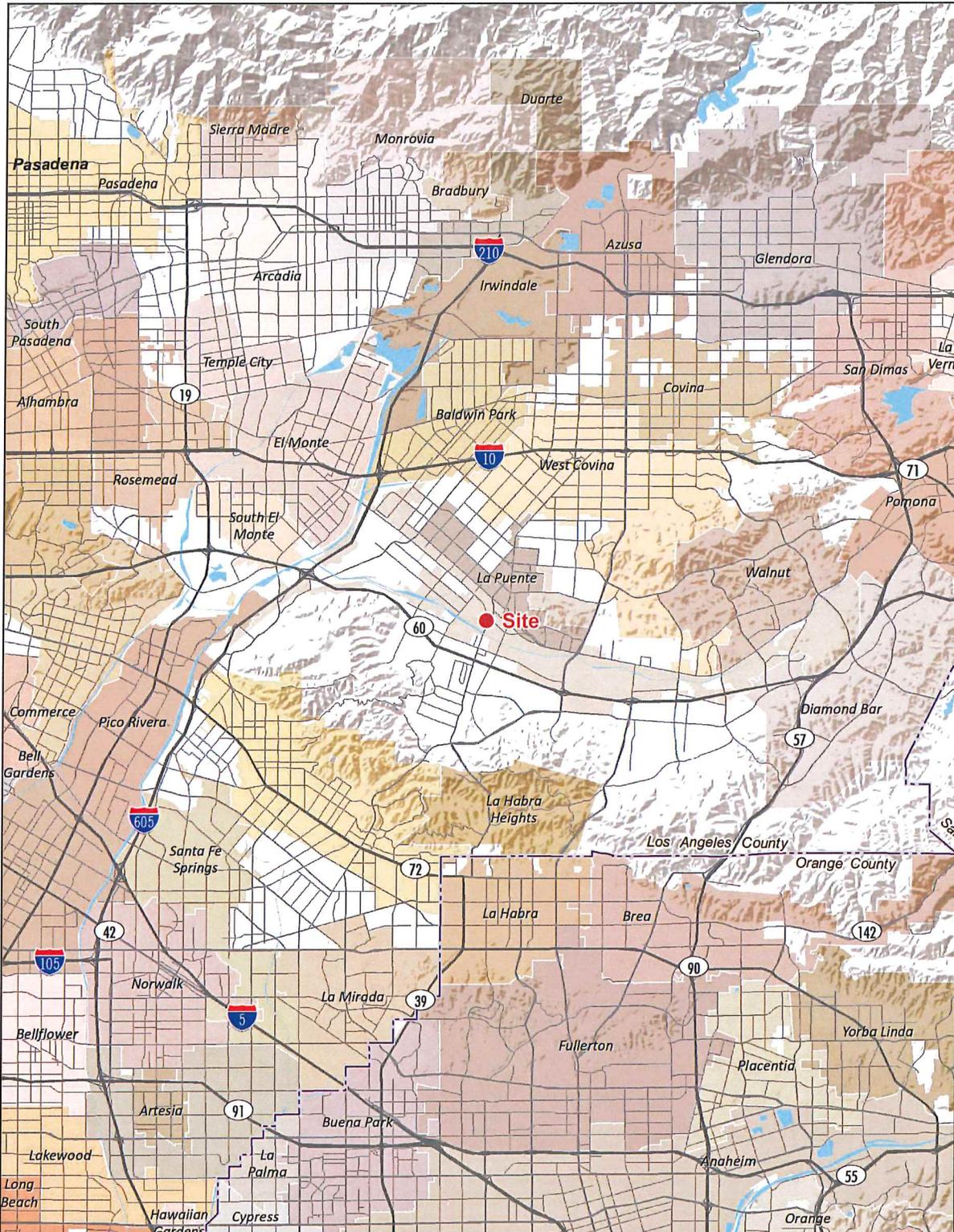
1.6 CITY ACTION REQUESTED

Pursuant to the provisions of Section 17.36.020 of the City of Industry Municipal Code, approval of a development plan is required for all new construction. The project applicant is seeking approval of a development plan.

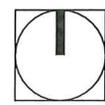
1. Introduction

This page intentionally left blank.

Figure 1 - Regional Location
1. Introduction



Note: Unincorporated county areas are shown in white.



Source: ESRI, 2018

1. Introduction

This page intentionally left blank.

1. Introduction

This page intentionally left blank.

Figure 3 - Aerial Photograph
1. Introduction



— Project Boundary

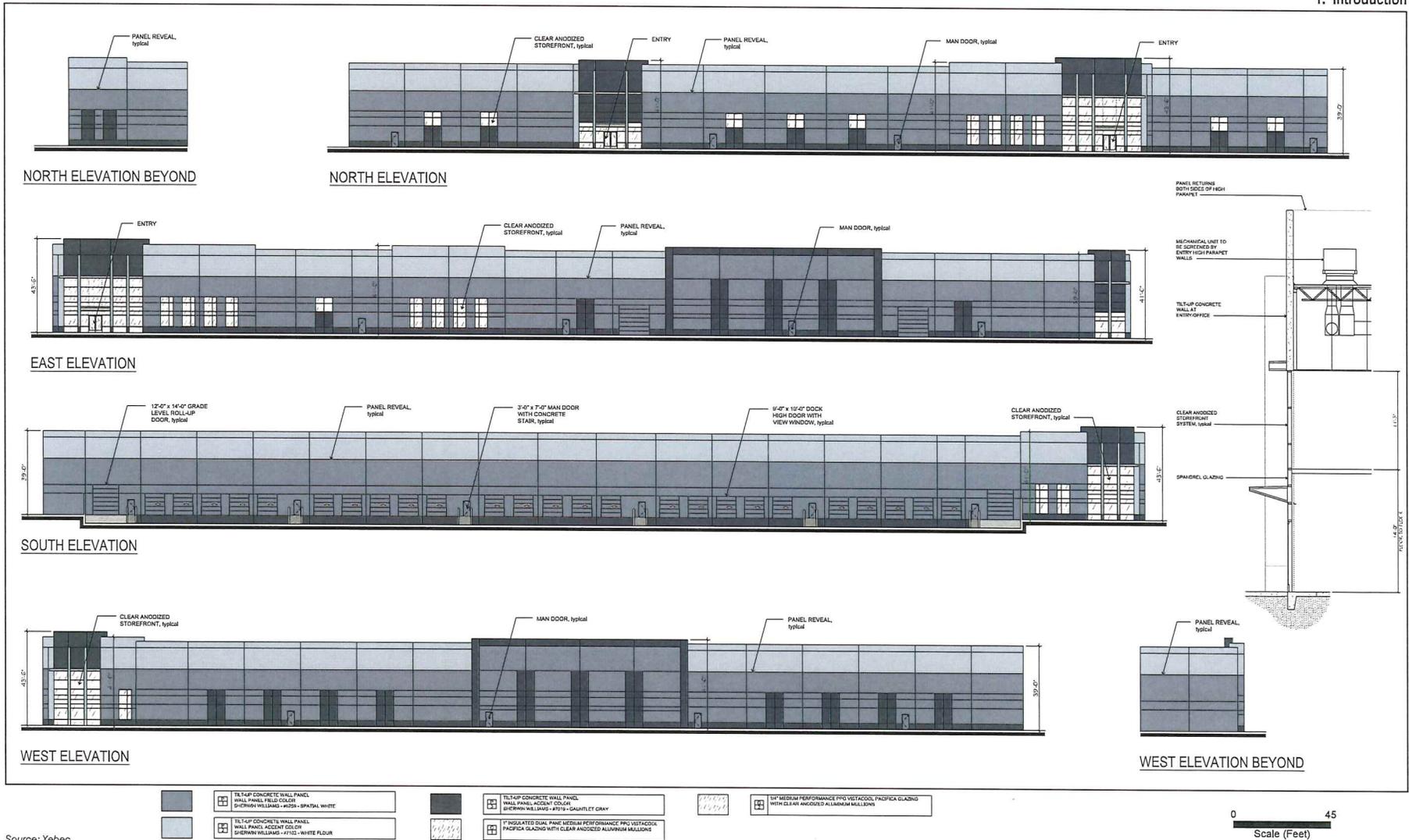
Source: ESRI, 2018



1. Introduction

This page intentionally left blank.

Figure 4 - Building Elevations
1. Introduction



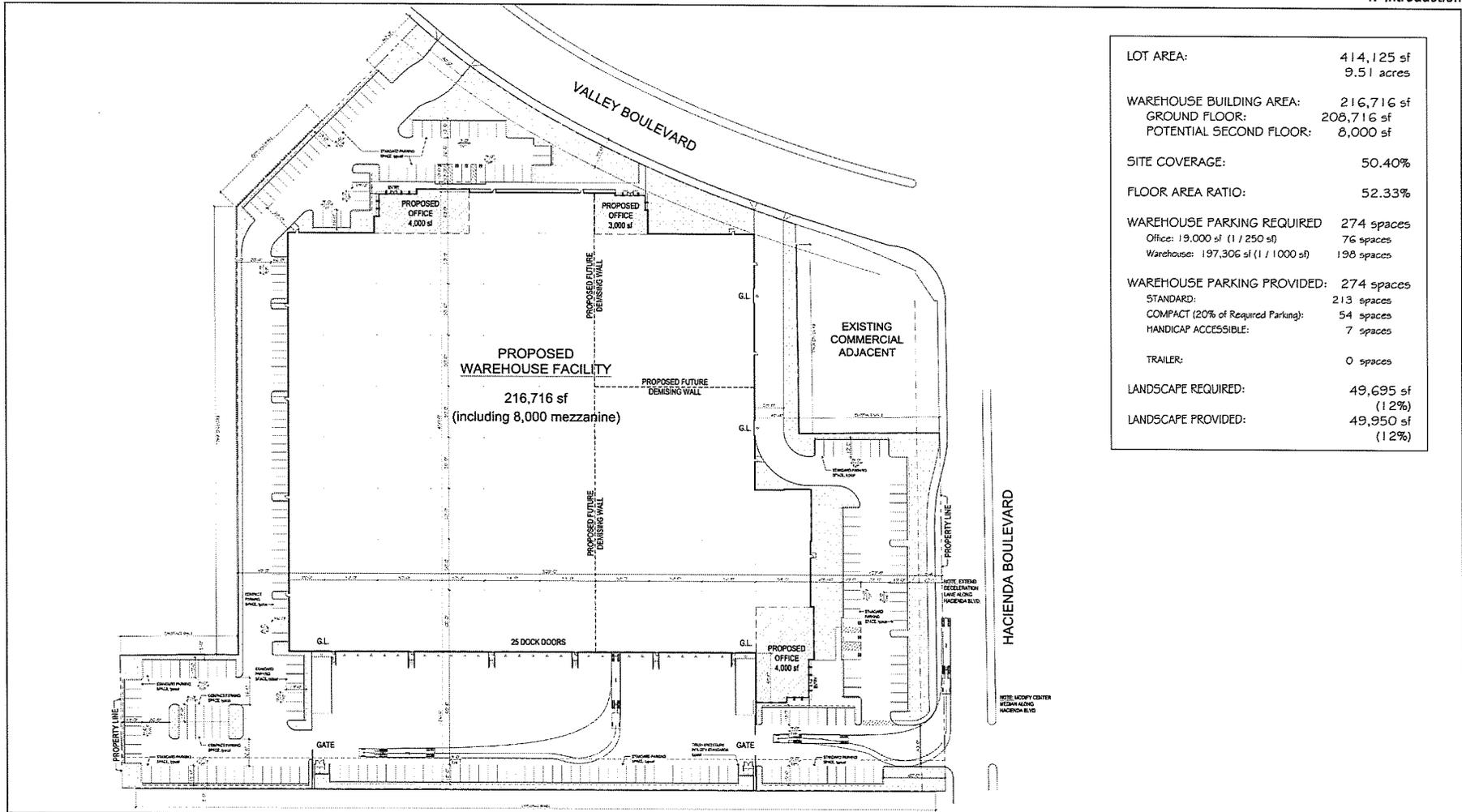
Source: Xebec

0 45
Scale (Feet)

1. Introduction

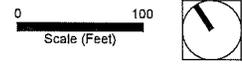
This page intentionally left blank.

Figure 5 - Site Plan
1. Introduction



LOT AREA:	414,125 sf 9.51 acres
WAREHOUSE BUILDING AREA:	216,716 sf
GROUND FLOOR:	208,716 sf
POTENTIAL SECOND FLOOR:	8,000 sf
SITE COVERAGE:	50.40%
FLOOR AREA RATIO:	52.33%
WAREHOUSE PARKING REQUIRED	274 spaces
Office: 19,000 sf (1 / 250 sf)	76 spaces
Warehouse: 197,306 sf (1 / 1000 sf)	198 spaces
WAREHOUSE PARKING PROVIDED:	274 spaces
STANDARD:	213 spaces
COMPACT (20% of Required Parking):	54 spaces
HANDICAP ACCESSIBLE:	7 spaces
TRAILER:	0 spaces
LANDSCAPE REQUIRED:	49,695 sf (12%)
LANDSCAPE PROVIDED:	49,950 sf (12%)

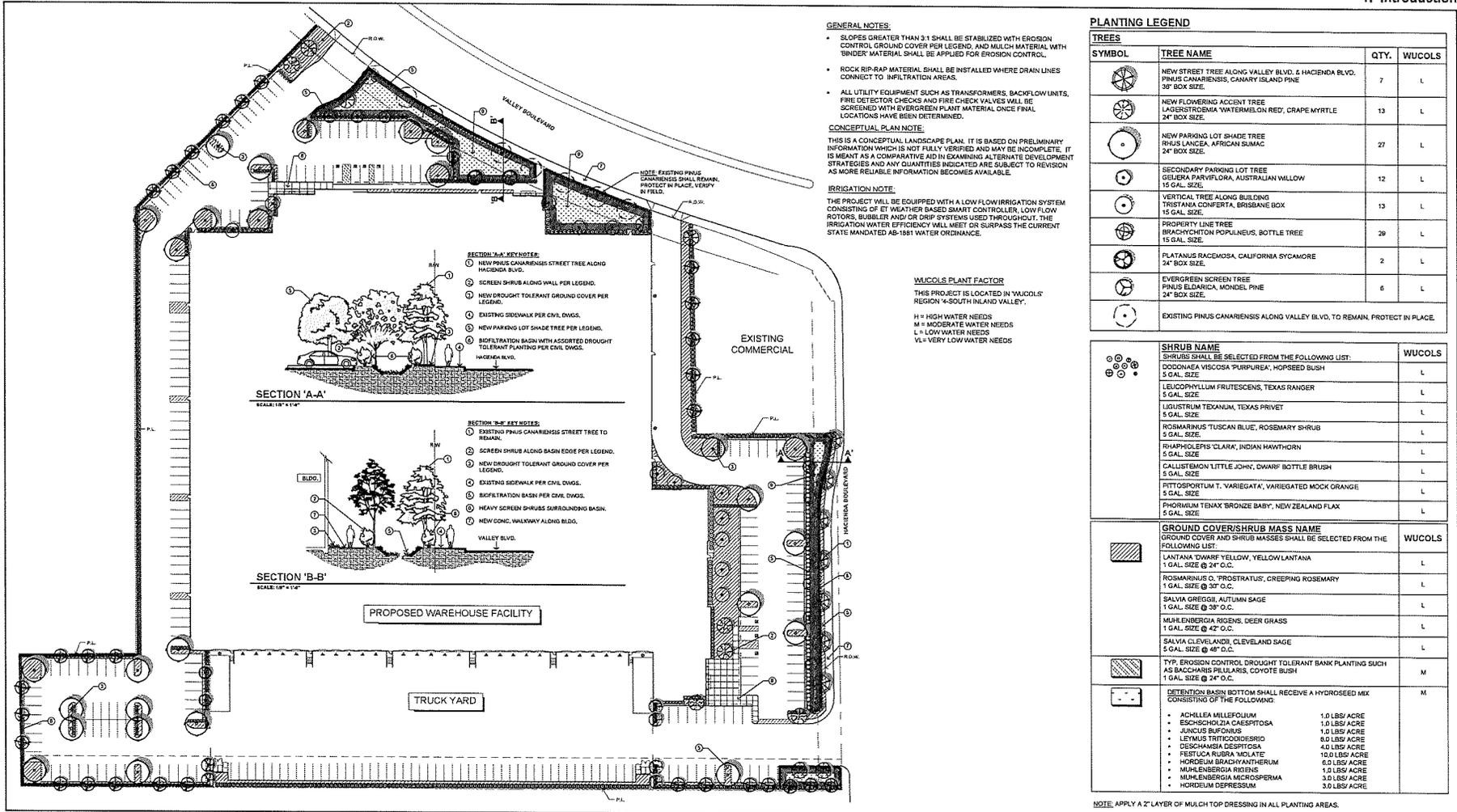
Source: Xebec, 2018



1. Introduction

This page intentionally left blank.

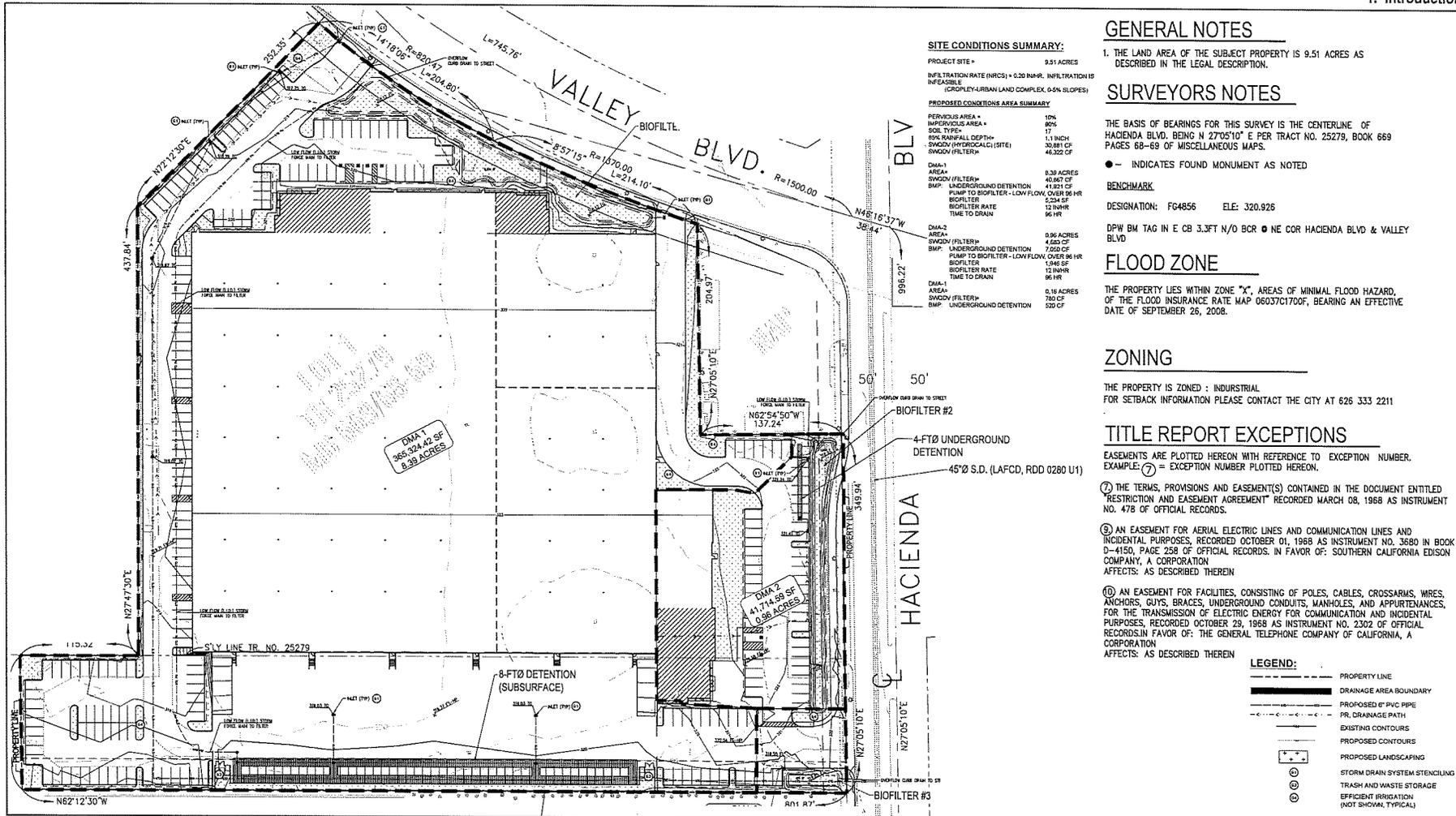
Figure 6 - Landscaping Plan
1. Introduction



1. Introduction

This page intentionally left blank.

Figure 7 - Grading Plan
1. Introduction



SITE CONDITIONS SUMMARY:

PROJECT SITE = 9.51 ACRES
 INFILTRATION RATE (INRCS) = 0.20 IN/HR. INFILTRATION IS INFERRIBLE (CROPLEY-URBAN LAND COMPLEX, 0-5% SLOPES)

PROPOSED CONDITIONS AREA SUMMARY

PERVIOUS AREA + IMPERVIOUS AREA + SOIL TYPE	10% 80% 17
8% MANHOLE DEPTH	1.1 INCH
SWGDV (HYDROCALC) (SITE)	30,881 CF
SWGDV (FILTER)	48,322 CF

DMA-1 AREA	0.39 ACRES
SWGDV (FILTER)	40,947 CF
BMP - UNDERGROUND DETENTION PUMP TO BIOFILTER - LOW FLOW, OVER 96 HR	41,833 CF
BIOFILTER	5,534 SF
BIOFILTER RATE	12 IN/HR
TIME TO DRAIN	65 HR

DMA-2 AREA	0.96 ACRES
SWGDV (FILTER)	4,852 CF
BMP - UNDERGROUND DETENTION PUMP TO BIOFILTER - LOW FLOW, OVER 96 HR	7,022 CF
BIOFILTER	5,486 SF
BIOFILTER RATE	12 IN/HR
TIME TO DRAIN	65 HR

DMA-3 AREA	0.16 ACRES
SWGDV (FILTER)	780 CF
BMP - UNDERGROUND DETENTION	520 CF

GENERAL NOTES

1. THE LAND AREA OF THE SUBJECT PROPERTY IS 9.51 ACRES AS DESCRIBED IN THE LEGAL DESCRIPTION.

SURVEYORS NOTES

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HACIENDA BLVD. BEING N 27°05'10" E PER TRACT NO. 25279, BOOK 669 PAGES 68-69 OF MISCELLANEOUS MAPS.

● - INDICATES FOUND MONUMENT AS NOTED

BENCHMARK

DESIGNATION: FC4856 ELE: 320.926

DPW BM TAG IN E CB 3.3FT N/O BCR @ NE COR HACIENDA BLVD & VALLEY BLVD

FLOOD ZONE

THE PROPERTY LIES WITHIN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD, OF THE FLOOD INSURANCE RATE MAP 06037C1700F, BEARING AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

ZONING

THE PROPERTY IS ZONED : INDUSTRIAL
 FOR SETBACK INFORMATION PLEASE CONTACT THE CITY AT 626 333 2211

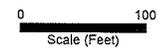
TITLE REPORT EXCEPTIONS

EASEMENTS ARE PLOTTED HEREON WITH REFERENCE TO EXCEPTION NUMBER. EXAMPLE: (1) = EXCEPTION NUMBER PLOTTED HEREON.

- (1) THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "RESTRICTION AND EASEMENT AGREEMENT" RECORDED MARCH 08, 1968 AS INSTRUMENT NO. 478 OF OFFICIAL RECORDS.
- (2) AN EASEMENT FOR AERIAL ELECTRIC LINES AND COMMUNICATION LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 01, 1968 AS INSTRUMENT NO. 3680 IN BOOK 0-4150, PAGE 258 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION. AFFECTS: AS DESCRIBED THEREIN
- (3) AN EASEMENT FOR FACILITIES, CONSISTING OF POLES, CABLES, CROSSARMS, WIRES, ANCHORS, GUYS, BRACES, UNDERGROUND CONDUITS, MANHOLES, AND APPURTENANCES, FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND INCIDENTAL PURPOSES, RECORDED OCTOBER 29, 1968 AS INSTRUMENT NO. 2302 OF OFFICIAL RECORDS. IN FAVOR OF: THE GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION. AFFECTS: AS DESCRIBED THEREIN

LEGEND:

- PROPERTY LINE
- DRAINAGE AREA BOUNDARY
- PROPOSED 6" PVC PIPE
- PR. DRAINAGE PATH
- EXISTING CONTOURS
- PROPOSED CONTOURS
- ★ PROPOSED LANDSCAPING
- ⊙ STORM DRAIN SYSTEM STENCILING
- ⊙ TRASH AND WASTE STORAGE
- ⊙ EFFLUENT IRRIGATION (NOT SHOWN TYPICAL)



1. Introduction

This page intentionally left blank.

2. Environmental Checklist

2.1 BACKGROUND

1. **Project Title:** 333 Hacienda Warehouse Project

2. **Lead Agency Name and Address:**

City of Industry
15625 East Stafford, Suite 100
City of Industry, CA 91744-0366

3. **Contact Person and Phone Number:**

Dina Lomeli, Contract Associate Planner
626.333.2211 x115

4. **Project Location:** Southwest corner of the intersection of Valley Boulevard and Hacienda Boulevard, 333 Hacienda Boulevard, in the City of Industry.

5. **Project Sponsor's Name and Address:**

XEBEC Building Company, Sylvia Tran
3010 Old Ranch Parkway
Suite 470
Seal Beach, CA 90740

6. **General Plan Designation:** Employment

7. **Zoning:** Industrial (I)

8. **Description of Project** The proposed project is the construction and operation of a single warehouse building of approximately 216,716 square feet, with 274 parking spaces, and a travel way to 25 loading docks for trucks. The building would be designed to accommodate up to three separate businesses, with approximately 8,000 square feet of the interior space available for office configuration. Access to the property would be from two driveways on Valley Boulevard and one driveway on Hacienda Boulevard. A modification to the existing center median on Hacienda Boulevard is also requested. The project would install 49,950 square feet of landscaping and biofiltration basins that would serve to retain stormwater runoff to the north, along Valley Boulevard, and in the east along Hacienda Boulevard, in addition to trees and landscaping along the parking lot areas in the north, east, and south. The existing trees at the project site would remain in place.

9. **Surrounding Land Uses and Setting:**

The site is currently vacant, bare land; vegetation onsite includes tumbleweeds, grasses, and several street trees along Valley Boulevard. The site is adjacent to a gas station to the northwest and surrounded by four 2-story industrial buildings to the northwest, west, and south. To the northwest is an office building,

2. Environmental Checklist

a home supplies distribution warehouse and a second industrial facility to the west, and a power systems manufacturer warehouse to the south. To the north across Valley Boulevard are commercial uses, specifically dining establishments, a gas station, and a supermarket. To the east, across Hacienda Boulevard, are surface parking lots, a tire retailer, a gas station, and a food manufacturer warehouse. Two Union Pacific Railroad tracks pass about 0.3-mile south of the project site; landscaping trees are predominately along the northern and southern edges of the property. The proposed warehouse use is permitted under both the Employment General Plan land use designation and the Industrial zoning designation.

10. Other Public Agencies Whose Approval Is Required (e.g. permits, financing approval, or participation agreement):

Los Angeles County Fire Department
Los Angeles County Building Department
Los Angeles County Health Services Department
Los Angeles County Public Works Department
South Coast Air Quality Management District
State Water Resources Control Board

11. Tribal Consultation? Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

The Soboba Band of Luiseno Indians and the Gabrieleño Band of Mission Indians – Kizh Nation are on the City’s notification list pursuant to AB 52. A request for notification was received on July 9, 2018 from the Gabrieleño Band of Mission Indians – Kizh Nation. The City prepared notification letters and distributed them to the identified tribal representatives of both tribes on August 15, 2018.

2.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact,” as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance | | |
-

2. Environmental Checklist

2.3 EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors, as well as general standards (e.g. the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) **Earlier Analysis Used.** Identify and state where they are available for review.
 - b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) **Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.**
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

2. Environmental Checklist

- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - d) the significance criteria or threshold, if any, used to evaluate each question; and
 - e) the mitigation measure identified, if any, to reduce the impact to less than significant.

3. Lead Agency Determination

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

For

3. Lead Agency Determination

This page intentionally left blank.

4. Environmental Analysis

Section 2.3 provided a checklist of environmental impacts. This section provides an evaluation of the impact categories and questions contained in the checklist and identifies mitigation measures, if applicable.

4.1 AESTHETICS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

a) Have a substantial adverse effect on a scenic vista?

Less Than Significant Impact. The Puente Hills, three miles to the south of the project site, and the San Gabriel Mountains, ten miles to the north, are visible from much of the project site. Scenic views of the Puente Hills to the south are limited and partially obstructed by existing commercial and industrial buildings along Hacienda Boulevard. The project site is surrounded by concrete tilt-up and masonry brick buildings, parking lots, and distribution centers. The proposed project's two-story building will be similar in height to the existing two-story commercial buildings surrounding the site. Views of the Puente Hills are not in the foreground and are already impaired by existing development. Implementation of the proposed project would not block scenic views of the Puente Hills, and therefore impacts would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The nearest officially designated State Scenic Highway to the site is State Route 2, approximately 20 miles northwest of the site, and there are no rock outcroppings or historic buildings within the highway, on or nearby the project site (Caltrans 2011). The proposed project would not affect any scenic resources, and no impact would occur.

4. Environmental Analysis

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

Less Than Significant Impact. The site surroundings consist of industrial/distribution uses to the west, east, and south, and commercial uses to the north. As a vacant commercial parcel that was formerly a K-Mart, the project site does not contribute to the visual quality of the site and its surroundings. Concrete tilt-up commercial buildings of similar stature and operational uses are present along Valley Boulevard and Hacienda Boulevard. The project would develop a concrete tilt-up warehouse building with office and landscaping, conforming with the appearance of the surrounding industrial and commercial uses. The project would be consistent with the surrounding development, and impacts would be less than significant.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The proposed project would introduce new sources of light at the project site, including building and loading dock/docking bay lights, parking area lights, and security lighting. Nighttime lighting would be installed to accommodate safety and security while minimizing impacts on surrounding areas. However, the new sources of lighting have the potential to increase nighttime light and glare in the project area. The project site is in a commercial and industrial area with existing security and street lighting. The lighting to be installed with the proposed project would be similar to existing lighting in the adjacent industrial/commercial areas adjacent to the site. Any signage that would be installed by the project would comply with City of Industry Sign Regulations, Chapter 15.32 of the City of Industry Municipal Code. The building exterior would not contain significant amounts of glass or reflective construction materials that could cause distracting glare on surrounding uses and passersby. Therefore, project impacts associated with light and glare would be less than significant.

4.2 AGRICULTURE AND FORESTRY RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>II. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

No Impact. The project site and its surroundings are situated in an urban, built-up environment. The project site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance because the site is not mapped on the California Important Farmland Finder maintained by the California Department of Conservation, Division of Land Resource Protection (DLRP 2016). The site is vacant and is not used, zoned, or designated for agriculture. Project development would not convert mapped important farmland to nonagricultural uses, and no impact would occur.

- b) **Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

No Impact. The project site is zoned for industrial uses. The project would not conflict with existing zoning for agricultural use or a Williamson Act Contract. The project site, and its surroundings are located in an urban environment. No impacts would occur.

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

No Impact. The project site is zoned for industrial use, and would not conflict with any zoning of forest land or timberland. The project site and the surrounding area are located in a built-up, urban environment. Therefore, no forest land or timberland would be affected by the proposed project, and no impact would occur.

- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

No Impact. The project site and the surrounding area are situated in an urban environment. The project site is vacant and vegetated with weeds, grasses, and seven trees along Valley Boulevard. There is no forest land onsite, and project development would not convert forest land to non-forest use. No impact would occur.

4. Environmental Analysis

- e) **Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

No Impact. There is no mapped important farmland on or near the site and no forest land onsite. Project development would not indirectly convert important farmland to nonagricultural uses or forest land to nonforest uses. The project site and its surroundings are situated in an urban, built-up environment. Therefore, no impact would occur.

4.3 AIR QUALITY

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

The Air Quality section addresses the impacts of the proposed project on ambient air quality and the exposure of people, especially sensitive individuals, to unhealthy pollutant concentrations. A background discussion on the air quality regulatory setting, meteorological conditions, existing ambient air quality in the vicinity of the project site, and air quality modeling can be found in Appendix A.

The primary air pollutants of concern for which ambient air quality standards (“AAQS”) have been established are ozone (O₃), carbon monoxide (CO), coarse inhalable particulate matter (PM₁₀), fine inhalable particulate matter (PM_{2.5}), sulfur dioxide (SO₂), nitrogen dioxide (NO₂), and lead (Pb). Areas are classified under the federal and California Clean Air Act as either in attainment or nonattainment for each criteria pollutant based on whether the AAQS have been achieved. The South Coast Air Basin (“SoCAB”), which is managed by the South Coast Air Quality Management District (“SCAQMD”), is designated nonattainment for O₃, and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS (CARB 2017a).

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

4. Environmental Analysis

Would the proposed project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. SCAQMD adopted the 2016 Air Quality Management Plan on March 3, 2017. Regional growth projections are used by SCAQMD to forecast future emission levels in the SoCAB. For southern California, these regional growth projections are provided by the Southern California Association of Governments (“SCAG”) and are partially based on land use designations in city/county general plans. Typically, only large, regionally significant projects have the potential to affect the regional growth projections. In addition, the consistency analysis is generally only required in connection with the adoption of general plans, specific plans, and significant projects.

While the proposed project would increase the employment sector in the City of Industry, the warehousing space proposed is a permitted land use under the Industrial land use designation and zoning designation for the project site. Because the proposed use is consistent with the land use and zoning designation, it would not substantially affect the regional growth projections. In addition, operation-phase emissions associated with the proposed project, presented in Table 3 of Section b) below, would not exceed the SCAQMD regional significance thresholds. Thus, implementation of the proposed project would not interfere with or obstruct implementation of the AQMP. Therefore, impacts are less than significant.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less Than Significant Impact With Mitigation Incorporated. The following describes project-related impacts from regional short-term construction activities and regional long-term operation of the proposed project.

Regional Construction Impacts

Modeling for this IS/MND was based on an approximately 218,000 square-foot warehouse building. The proposed warehouse building would be constructed over an approximately 11-month period from December 2018 to October 2019. Air pollutant emissions for construction of the new warehouse building are based on the preliminary phasing schedule provided by the applicant and would include site preparation, grading, building construction, painting, and paving.

The proposed project construction-related emissions shown in Table 1, *Maximum Daily Regional Construction Emissions*, are quantified using the California Emissions Estimator Model, Version 2016.3.2 (CalEEMod), and are based on the construction schedule provided and the equipment list recommended for the proposed project. As shown in the table, construction-related emissions of volatile organic compounds (“VOC”) generated from paints used in architectural coating would exceed the SCAQMD regional significance threshold for VOC. However, as shown in Table 2, *Maximum Daily Regional Construction Emissions with Mitigation*, implementation of Mitigation Measure AQ-1, which would require use of lower VOC-content paints, would reduce construction-related emissions to less than significant. As depicted in Tables 1 and 2, none of the other construction-related emissions exceed the SCAQMD regional significance thresholds. Therefore, air quality impacts from project-related construction activities would be less than significant with incorporation of mitigation.

4. Environmental Analysis

Table 1 Maximum Daily Regional Construction Emissions

Construction Phase	Criteria Air Pollutant Emissions (lbs/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2018						
Site Preparation	5	49	24	<1	21	12
Year 2019						
Grading	3	29	17	<1	8	5
Building Construction	4	30	28	<1	4	2
Building Construction + Paving + Architectural Coating	110	47	47	<1	5	3
Total Maximum Daily Construction Emissions	110	49	47	<1	21	12
SCAQMD Regional Significance Threshold	75	100	550	150	150	55
Exceeds Threshold?	Yes	No	No	No	No	No

Source: CalEEMod Version 2016.3.2

Totals may not total to 100 percent due to rounding.

¹ Construction phasing is based on the preliminary information provided by the applicant. Where specific information regarding proposed project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures under SCAQMD Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers. Modeling also assumes a VOC of 100 g/L pursuant to SCAQMD Rule 1113.

Mitigation Measures

Construction

AQ-1 During construction, the construction contractor shall only use interior and exterior paints with a VOC content of 50 grams per liter (g/L) or less for the building structures to reduce VOC emissions. All building and site plans shall note use of paints with a VOC content of 50 g/L or less. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 50 g/L or less.

Timing/Implementation: Prior to Issuance of Building Permit

Enforcement/Monitoring: City of Industry Planning Department

4. Environmental Analysis

Table 2 Maximum Daily Regional Construction Emissions With Mitigation

Construction Phase	Criteria Air Pollutant Emissions (lbs/day) ^{1,2}					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Year 2018						
Site Preparation	5	49	24	<1	21	12
Year 2019						
Grading	3	29	17	<1	8	5
Building Construction	4	30	28	<1	4	2
Building Construction + Paving + Architectural Coating	73	47	47	<1	5	3
Total Maximum Daily Construction Emissions	73	49	47	<1	21	12
SCAQMD Regional Significance Threshold	75	100	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2

Totals may not total to 100 percent due to rounding.

¹ Construction phasing is based on the preliminary information provided by the applicant. Where specific information regarding proposed project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers. Includes implementation of Mitigation Measure AQ-1, which requires low VOC paints with a VOC content of 50 g/L or less.

Regional Operation-Phase Impacts

The proposed warehousing space would generate up to 380 vehicle trips—approximately 302 passenger vehicle trips and 78 truck trips. Furthermore, operation of the proposed warehouse building would result in an increase in energy-related (i.e., natural gas used for heating) and area source (e.g., consumer cleaning products, paints, etc.) emissions. The emissions associated with the proposed project are shown in Table 3, *Maximum Daily Regional Operation-Phase Emissions*.

Table 3 Maximum Daily Regional Operational Phase Emissions

Source	Maximum Daily Emissions (lbs/day) – Winter or Summer					
	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area	5	<1	<1	<1	<1	<1
Energy	<1	<1	<1	<1	<1	<1
Transportation ¹	3	20	23	<1	6	2
Off-Road ²	2	21	19	0	2	1
Total Emissions	10	41	42	<1	7	3
SCAQMD Regional Threshold	55	55	550	150	150	55
Exceeds Regional Threshold?	No	No	No	No	No	No

Source: CalEEMod Version 2016.3.2. Highest winter or summer emissions. Totals may not add up to 100 percent due to rounding.

¹ Transportation emissions based on truck trip generation rates from the ITE Trip Generation Manual, 10th edition, and fleet mix based on the Fontana Truck Trip Generation Study. Fleet mix is adjusted to correct for a longer trip length for truck trips.

² Assumes 16 diesel-powered forklifts at the facility operating for 4 hours per shift and a total of 2 work-shifts per day.

4. Environmental Analysis

As shown in the table, air pollutant emissions generated from operation-related activities would be less than their respective SCAQMD regional significance threshold values. Therefore, impacts to the regional air quality from project-related operation activities would be less than significant.

- c) **Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?**

Less Than Significant Impact With Mitigation Incorporated. The SoCAB is designated nonattainment for O₃ and PM_{2.5} under the California and National AAQS, nonattainment for PM₁₀ under the California AAQS, and nonattainment for lead (Los Angeles County only) under the National AAQS. According to SCAQMD methodology, any project that does not exceed or can be mitigated to less than the daily threshold values would not add significantly to a cumulative impact (SCAQMD 1993). With mitigation measure AQ-1, presented above, construction and operational activities would not result in emissions in excess of SCAQMD's significant thresholds. Therefore, the project would not result in a cumulatively considerable net increase in criteria pollutants, and impacts would be less than significant with mitigation incorporation.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**

Less Than Significant Impact. The following describes changes in localized impacts from short-term construction activities and long-term operation of the proposed project.

Localized Construction Impacts

Unlike construction and operations emissions shown in the regional emissions analysis in Tables 1, 2, and 3, which are described in pounds per day, localized concentrations refer to an amount of pollutant in a volume of air (ppm or µg/m³) and can be correlated to potential health effects. Localized significance thresholds ("LSTs") are the amount of project-related emissions at which localized concentrations (ppm or µg/m³) could exceed the AAQSs for criteria air pollutants for which the SoCAB is designated nonattainment. LSTs are based on the proposed project site size and distance to the nearest sensitive receptor. Thresholds are based on the California AAQS, which are the most stringent AAQS, established to provide a margin of safety in the protection of the public health and welfare. They are designed to protect sensitive receptors most susceptible to further respiratory distress, such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise.

Air pollutant emissions generated by construction activities are anticipated to cause temporary increases in air pollutant concentrations. Table 4, *Maximum Daily Onsite Localized Construction Emissions*, shows the maximum daily construction emissions (pounds per day) generated during onsite construction activities compared with the SCAQMD's LSTs. As shown in the table, the construction of the proposed project would not generate construction-related onsite emissions that would exceed the LSTs. Thus, project-related construction activities would not have the potential to expose sensitive receptors to substantial pollutant concentrations. Therefore, localized air quality impacts from construction activities would be less than significant.

4. Environmental Analysis

Table 4 Maximum Daily Onsite Localized Construction Emissions

Source	Pollutants(lbs/day) ^{1,2}			
	NO _x	CO	PM ₁₀	PM _{2.5}
Year 2018 – Site Preparation	48	22	21	12
SCAQMD 3.50-acre LST	152	1,422	107	49
Exceeds LST?	No	No	No	No
Year 2019 – Grading	28	16	8	5
SCAQMD 2.50-acre LST	131	1,161	99	45
Exceeds LST?	No	No	No	No
Year 2019 – Building Construction	21	17	1	1
SCAQMD 1.31-acre LST	95	785	89	40
Exceeds LST?	No	No	No	No
Year 2019 – Building Construction, Paving, and Architectural Coating	38	34	2	2
SCAQMD 1.31-acre LST	95	785	89	40
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2016.3.2.; SCAQMD 2008 and SCAQMD 2011.

In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the proposed project site are included in the analysis.

Construction NO_x and CO LSTs are based on non-sensitive receptors within 82 feet (25 meters) in source receptor area (SRA) 11. Construction PM₁₀ and PM_{2.5} LSTs are based on sensitive receptors within 940 feet (287 meters) in SRA 11.

¹ Construction phasing is based on the preliminary information provided by the Applicant. Where specific information regarding project-related construction activities was not available, construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment and phasing for comparable projects.

² Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403, including watering disturbed areas a minimum of two times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, replacing ground cover quickly, and street sweeping with Rule 1186-compliant sweepers.

Localized Operation-Phase Impacts

Land uses that have the potential to generate substantial stationary sources of emissions that would require a permit from SCAQMD include industrial land uses, such as chemical processing and warehousing operations where substantial truck idling could occur onsite. Additionally, operation of the proposed project would also result in the use of standard onsite mechanical equipment such as heating, ventilation, and air conditioning units and occasional use of landscaping equipment for property maintenance, which would generate area source emissions. Emissions of NO₂, CO, PM₁₀, and PM_{2.5} generated at the project site (off-site mobile-source emissions are not included in the LST analysis) from onsite stationary sources and truck idling could expose sensitive receptors to substantial concentrations of criteria air pollutants. Table 5, *Localized Onsite Operational Emissions*, shows localized maximum daily operational emissions. As shown in this table, maximum daily operational emissions would not exceed SCAQMD LSTs. Thus, operational emissions would not exceed the California AAQS, and project operation would not expose sensitive receptors to substantial pollutant concentrations. Therefore, impacts from operation would be less than significant.

4. Environmental Analysis

Table 5 Localized Onsite Operational Emissions

Source	Pollutants (lbs/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Area Sources	<1	<1	<1	<1
Truck Idling ¹	<1	<1	<1	<1
Off-Road ²	21	19	2	1
Maximum Daily Onsite Operation Emissions	22	20	2	2
SCAQMD LST	183	1,814	29	14
Exceeds LST?	No	No	No	No

Source: CalEEMod Version 2016.3.2.; SCAQMD 2008.

In accordance with SCAQMD methodology, only onsite stationary sources and mobile equipment occurring on the proposed project site are included in the analysis.

Construction NO_x and CO LSTs are based on non-sensitive receptors within 82 feet (25 meters) in SRA 11. Construction PM₁₀ and PM_{2.5} LSTs are based on sensitive receptors within 940 feet (287 meters) in SRA 11. Notes:

¹ Represents emissions from idling emissions with the anticipated 78 trucks per day and assumes 15 minutes of idling per truck per CalEEMod methodology. Utilizes EMFAC2017, Version 1.0.2, aggregated idle emission rate for medium duty trucks (MDV), medium-heavy duty trucks (MHDT), and heavy-heavy duty diesel trucks (HHDT) for the buildout year (2020), and assumes 7.5 minutes of idling per trip (15 minutes of idling per truck), which is consistent with the recommendations of SCAQMD.

² Assumes 16 diesel-powered forklifts at the facility operating for 4 hours per shift and a total of 2 work-shifts per day.

Carbon Monoxide Hotspots

Areas of vehicle congestion have the potential to create pockets of CO called hot spots. These pockets have the potential to exceed the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9.0 ppm. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations. Hot spots are typically produced at intersections, where traffic congestion is highest because vehicles queue for longer periods and are subject to reduced speeds. The SoCAB has been designated attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact (BAAQMD 2017).

Implementation of the project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project site. Localized air quality impacts related to mobile-source emissions would be less than significant and no mitigation measures are required.

e) Create objectionable odors affecting a substantial number of people?

Less Than Significant Impact. The threshold for odor is if a project creates an odor nuisance pursuant to SCAQMD Rule 402, Nuisance, which states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. The provisions of this rule shall

4. Environmental Analysis

not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.

The type of facilities that are considered to have objectionable odors include wastewater treatments plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities.

The proposed project would develop and operate warehousing space, which does not fall within the types of uses that are associated with foul odors that constitute a public nuisance. Typically, warehouse uses in the City that store and distribute retail style merchandise do not create objectionable odors. Odors would be considered a public nuisance as defined in Section 1.30.040 of the City of Industry Municipal Code. As such, as stated in Section 1.08.080, the City could abate the nuisance should it occur, furthermore conditions of approval placed on the project will ensure that odor during construction and operation will not occur. During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. However, construction-related odor emissions would be temporary and intermittent, would be contained to the project site, and would not impact sensitive receptors. Therefore, impacts would be less than significant.

4.4 BIOLOGICAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

4. Environmental Analysis

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?**

No Impact. As shown in Figure 3, the site is vacant with limited ruderal vegetation, including tumbleweeds (*Salsola tragus*), ruderal grasses, and seven trees along the north site boundary. The vegetation onsite is typical of disturbed, previously developed sites in urban southern California. No native habitat and no suitable habitat for sensitive species is present onsite. The project site and the surrounding area are situated in an urban, built-up environment. No impact to sensitive species would occur either directly or through habitat modification.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?**

No Impact. No riparian habitat was identified onsite during a site visit by PlaceWorks on December 26, 2014. There is a riverine habitat, San Jose Creek, which is channelized within a concrete trough, approximately 0.20 mile south of the project site (USFWS 2018). Occurrences of three sensitive natural communities are listed in the Baldwin Park topographic quadrangle on the California Natural Diversity Database maintained by the California Department of Fish and Wildlife: California walnut woodland, Riversidian alluvial fan sage scrub, and walnut forest (CDFW 2018). The project site and the surrounding area is in an urban environment. None of these natural communities are present onsite. No impact would occur.

- c) **Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

No Impact. The project site and the surrounding area are situated in an urban, built-up environment. No wetlands exist onsite, and the nearest wetland to the site mapped on the National Wetlands Mapper is approximately 1.30-mile northeast of the project site, located in the Industry Hills Golf Club (USFWS 2018). No impact would occur.

- d) **Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Less Than Significant Impact With Mitigation Incorporated. The seven trees along Valley Boulevard could be used by nesting migratory birds protected under the federal Migratory Bird Treaty Act (MBTA), the domestic law implementing the United States' commitment to four treaties with Canada, Japan, Mexico, and Russia for the protection of shared migratory bird resources. The MBTA governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests. It prohibits the take, possession, import, export, transport, sale, purchase, barter, or offering of these activities, except under a valid permit or as permitted in the implementing regulations. In order to ensure that impacts to migratory birds do not occur, mitigation measure BIO-1 has been identified to ensure compliance with the MBTA.

4. Environmental Analysis

Mitigation Measure

BIO-1 Impact Avoidance and Pre-construction Surveys for Nesting Special-Status and Legally Protected Avian Species. The following measures shall be implemented by the project construction contractor to avoid impacts to nesting birds.

- Not more than 15 days prior to construction activities that occur between February 1 and August 31, surveys for nesting birds shall be conducted by a qualified biologist. Nest surveys shall cover the entire area to be affected by construction and the area within a 100-foot buffer of construction or ground-disturbing activities. The results of the nest surveys, including survey dates, times, methods, species observed, and a map of any discovered nests, shall be submitted to the City. If no active avian nests (i.e., nests with eggs or young) are identified on the limits of the disturbance area, no further mitigation is necessary.
- If active nests (with eggs or young) of avian species are found within the proposed disturbance area, a minimum 50-foot no-disturbance buffer zone surrounding active nests shall be established until the young have fledged. Project activities shall not occur within the buffer as long as the nest is active. The size of the buffer area may be reduced if the biologist determines it would not be likely to have adverse effects on the particular species. No action other than avoidance shall be taken without biologist consultation.
- Completion of the nesting cycle (to determine when construction near the nest can commence) shall be determined by the biologist.

Timing/Implementation: Prior to construction activities

Enforcement/Monitoring: City of Industry

With implementation of mitigation measure BIO-1, impacts would be less than significant.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The City of Industry has no ordinances or policies protecting biological resources, and no impact would occur.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The project site is not in the plan area of a Habitat Conservation Plan or Natural Community Conservation Plan (CDFW 2017); therefore no impact would occur.

4. Environmental Analysis

4.5 CULTURAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?			X	

g) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?

Section 15064.5 defines historic resources as resources listed or determined to be eligible for listing by the State Historical Resources Commission, a local register of historical resources, or the lead agency. Generally, a resource is considered to be “historically significant” if it meets one of the following criteria:

- i) Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
- ii) Is associated with the lives of persons important in our past;
- iii) Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- iv) Has yielded, or may be likely to yield, information important in prehistory or history.

No Impact. There are no buildings onsite. Project development would not damage historic resources, and no impact would occur.

h) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less Than Significant Impact With Mitigation Incorporated. Archaeological resources are prehistoric or historic evidence of past human activities, including structural ruins and buried resources. Project development would involve ground disturbance on the entire site, with deeper disturbances in the central and southern parts of the site in the footprint of the proposed building. There is some possibility that prehistoric and/or historic archaeological resources could be buried in site soils and could be damaged by project ground-disturbing activities. In order to ensure that impacts to archeological resources do not occur, the following mitigation measure, CUL-1 has been identified.

4. Environmental Analysis

Mitigation Measure

CUL-1 If any prehistoric and/or historic resources or other indications of cultural resources are found during future development of the site, all work in the immediate vicinity of the site must stop and the project construction contractor shall immediately notify the City of Industry. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures.

Timing/Implementation: During future grading and construction activities

Monitoring/Enforcement: City of Industry

With implementation of mitigation measure CUL-1, impacts would be less than significant.

i) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

Less Than Significant Impact with Incorporation of Mitigation. Paleontological resources are fossilized evidence of past life on earth such as bones, shells, leaves, tracks, burrows, and impressions. The site is underlain by young alluvial fan deposits of middle Holocene age (USGS 2006). The project site is flat, and there are no unique geological features onsite. There is some possibility that fossils could be present in site soils and thus could be damaged by project grading and/or construction activities. In order to ensure that impacts to paleontological resources do not occur, the following mitigation measure, CUL-2 has been identified.

Mitigation Measure

CUL-2 If any paleontological resources are found during future development of the site, all work in the immediate vicinity of the find must stop and the project construction contractor shall immediately notify the City of Industry. A qualified paleontologist (i.e., one with a graduate degree in paleontology, geology, or related field and having demonstrated experience in the vertebrate, invertebrate, or botanical paleontology of California) shall be retained to evaluate the finds and recommend appropriate mitigation measures.

Timing/Implementation: During grading and construction activities

Monitoring/Enforcement: City of Industry

With implementation of mitigation measure CUL-2, impacts would be less than significant.

j) **Disturb any human remains, including those interred outside of formal cemeteries?**

Less Than Significant Impact. The project site is currently vacant and would require ground disturbance activities. California Health and Safety Code Section 7050.5 requires that in the event that human remains are discovered within the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation into the circumstances, manner, and cause of any death, and the

4. Environmental Analysis

recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes or has reason to believe the human remains to be those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. The project would comply with existing law, and potential impacts to human remains would be less than significant.

4.6 GEOLOGY AND SOILS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS. Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

The proposed concrete tilt-up structure will be supported by a conventional slab-on-grade foundation system with perimeter spread footings and isolated interior footings, in addition to asphalt/concrete pavement, hardscape, and landscaping. The proposed grading for the development will include cut and fill procedures to achieve finished grade elevations.

The site-specific geotechnical engineering investigation conducted by NorCal Engineering (March 5, 2018) encompassed site reconnaissance activities, subsurface geotechnical exploration and sampling, laboratory testing, engineering analysis of field and laboratory data, and recommendations for project design and implementation. Nine subsurface exploratory borings were placed between 5 and 50 feet below current ground elevations. Fill soil classified as soft to firm, moist, brown silty clay with gravel was encountered to depths of approximately 1.5 to 7.5 feet. Natural undisturbed alluvium soil classified as firm, moist, dark-

4. Environmental Analysis

brown silty clay was encountered beneath the fill soils. Deeper soils consisted of sandy to clayey silts and silty clays to silty sands (NorCal Engineering 2018). The following analysis details the findings and recommendations of the geotechnical report, which can be found in Appendix B to this Initial Study:

- a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**
- i. **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**

Less Than Significant Impact. Fault rupture impacts occur when a structure is situated on top of an active fault that displaces in two separate directions during an earthquake. The Alquist-Priolo Earthquake Fault Zoning Act was adopted in 1972 to prevent the construction of buildings in areas where active faults have surface expression. Surface fault rupture is earth surface broken by fault movement. Sudden surface rupture from severe earthquakes can cause extensive property damage, but even slow fault movement (known as “fault creep”) can cause displacement that results in offset or disfiguring of curbs, streets, buildings, and other infrastructure.

The proposed project site is not within an Alquist-Priolo Zone, nor is it situated on any known active or potentially active fault (CGS 1999). The Whittier Fault is approximately five miles south of the site and is the closest Alquist-Priolo Earthquake Fault Zone (La Habra Quadrangle) to the project site. The San Andreas Fault is approximately 50 miles to the northeast. While the proximity of the fault zone to the subject property could subject it to moderate and possibly strong ground motion, such motion would not be greater than at other sites in seismically active southern California. Compliance with seismic design criteria contained in the California Building Code (CBC) would minimize impacts to the extent feasible and is a standard condition of all project approvals. Impacts would be less than significant.

ii. **Strong seismic ground shaking?**

Less Than Significant Impact. The project site is in an area of high regional seismicity. Ground shaking originating from active faults in the region is expected to induce lower horizontal accelerations due to smaller anticipated earthquakes and/or greater distances to other faults. The peak ground acceleration estimated to occur near the project site with a 10 percent probability of exceedance in 50 years—that is, an average recurrence interval of 475 years—is 0.46g, where g is the acceleration of gravity (CGS 1998).

Seismic design of the project would comply with seismic safety requirements of the California Building Code (CBC),² which comprises Part 2 of Title 24 of the California Code of Regulations. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the strength of ground motion with specified probability of occurring at the site.

² Title 15 of the City of Industry Municipal Code adopts the Los Angeles County Building Code to regulate construction in the city. Title 33 of the Los Angeles County Building Code incorporates the 2016 California Building Code (CBC).

4. Environmental Analysis

The geotechnical investigation for the project would calculate seismic design parameters, pursuant to CBC requirements, that must be used in the design of the proposed building. Adherence to established regulations and the recommendations outlined in the geotechnical investigation would ensure that impacts would be less than significant.

iii. Seismic-related ground failure, including liquefaction?

Less Than Significant Impact. Liquefaction refers to loose, saturated sand or silt deposits that behave as a liquid and lose their load-supporting capability when strongly shaken. Loose granular soils and silts that are saturated by relatively shallow groundwater are susceptible to liquefaction. A review of the Seismic Hazard Zone Map, Baldwin Park Quadrangle, indicates that the project site is in an area identified as having a potential for soil liquefaction. The potential for liquefaction at the site is considered low based upon a historical high groundwater level of 13 feet (CGS 1998). The shallow groundwater condition was not encountered during the geotechnical exploration to a depth of 50 feet below ground surface, though groundwater was encountered at 30 feet (refer to Appendix B).

Liquefaction analysis was performed on subsurface profile borings and utilized a peak ground acceleration of 0.801g (peak ground acceleration for 2 percent probability of exceedance in 50 years). The subsurface soils generally have a potential for liquefaction from 20 to 45 feet below existing ground surface. The total seismic-induced settlement is estimated to be 2.75 inches and would occur rather uniformly across the site. Differential settlements would be 1.38 inches over a 50-foot horizontal distance in the building pad area. The geotechnical investigation provides recommendations for grading and foundation design to minimize liquefaction hazards. Due to the potential for differential settlements, the recommendations include a stiffened foundation system consisting of a post-tensioned slab design, mat foundation, or a system of grade beams connecting the foundations in two directions throughout the new structure.

The City will evaluate the design of the building at the time of building permit issuance to ensure compliance with the geotechnical report recommendations. Adherence to the recommendations outlined in the geotechnical investigation would ensure that impacts would be less than significant.

iv. Landslides?

No Impact. The project site is flat, and there are no slopes on or near the site that could generate a landslide. Based on the geotechnical analysis involving field exploration, laboratory testing and engineering analysis, the proposed structure and proposed grading would be safe against hazards from landslides. No impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. Project development would involve grading and construction activities that would temporarily leave disturbed soil vulnerable to erosion if effective erosion control measures were not used. Construction of the proposed project would be required to comply with best management practices (BMPs) that reduce or eliminate soil erosion from construction sites. Common means of soil erosion from construction sites include water, wind, and being tracked offsite by vehicles. Compliance with BMPs such as

4. Environmental Analysis

jute bales, covering loads, truck washing areas, and coverings stockpiles of materials would reduce soil erosion during construction. Paved and building areas, coupled with maintained landscaping, will reduce the potential for erosion during operation of the building. Compliance with BMPs is required by the federal and state Clean Water Act and is administered by the City. Compliance with existing regulations governing erosion from construction sites would ensure the project's impacts on soil erosion would be less than significant.

- c) **Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?**

Less Than Significant Impact. Project development would not cause substantial hazards related to liquefaction and landslides, as substantiated above in Sections 4.6.a.iii and 4.6.a.iv, respectively. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The topography in the vicinity of the project site is relatively flat. Therefore, the potential for lateral spreading at the project site is considered very low. Compliance with recommendations of the geotechnical report for minimizing hazards from liquefaction (see 4.6.a.iii, above) would also minimize hazards from lateral spreading. Impacts would be less than significant.

Subsidence

The major cause of ground subsidence is withdrawal of groundwater. The project site is underlain by the Main San Gabriel Valley Groundwater Basin. Groundwater levels in the Basin are maintained by the Main San Gabriel Basin Watermaster. Substantial ground subsidence in the region is not expected. The project will not affect groundwater and would therefore would not cause substantial hazards related to subsidence. In-place density tests of the geotechnical investigation reveal soil shrinkage on the order of 10 to 20 percent and subsidence of 0.2 foot. Impacts would be less than significant.

Collapsible Soils

Collapsible soils shrink upon being wetted and/or being subject to a load. The project geotechnical recommends remedial grading to remove near-surface soils that may not be suitable for supporting the proposed building, recompacting native soils, and replacing such soils with engineered fill. Aeration and/or stabilization may be anticipated due to subsurface moisture content. Additionally, gravel blankets of geofabric may be required prior to placement of compacted fill. All foundations would be underlain by a uniform compacted fill blanket at least two feet thick. The project would comply with recommendations of the geotechnical report. Impacts would be less than significant.

- d) **Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?**

Less Than Significant Impact. The project geotechnical investigation includes testing of site soils for expansion potential and an assessment of expansiveness of the soils. Expansion index testing performed indicates that the certain materials underlying the site are considered to have a "high" expansion potential. The geotechnical investigation's expansive-soil guidelines should be followed in project design and future maintenance. The geotechnical report recommends remedial grading to remove near-surface soils that may not be suitable for supporting the proposed building and replacing such soils with engineered fill to a

4. Environmental Analysis

minimum relative compaction of 90 percent. The project would comply with recommendations of the project geotechnical report. Impacts would be less than significant.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. The project would not use septic tanks or other alternative wastewater disposal systems. The project would include installation of a sewer lateral connecting to existing sewer main in surrounding roadways. No impact would occur.

4.7 GREENHOUSE GAS EMISSIONS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Scientists have concluded that human activities are contributing to global climate change by adding large amounts of heat-trapping gases, known as greenhouse gases (“GHGs”), into the atmosphere. The primary source of these GHG is fossil fuel use. The Intergovernmental Panel on Climate Change (IPCC) has identified four major GHGs—water vapor, carbon dioxide (CO₂), methane (CH₄), and ozone (O₃)—that are the likely cause of an increase in global average temperatures observed within the 20th and 21st centuries. Other GHG identified by the IPCC that contribute to global warming to a lesser extent include nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons, perfluorocarbons, and chlorofluorocarbons.^{3, 4}

This section analyzes the project’s contribution to global climate change impacts in California through an analysis of project-related GHG emissions. Information on manufacture of cement, steel, and other “life cycle” emissions that would occur as a result of the project are not applicable and are not included in this

³ Water vapor (H₂O) is the strongest GHG and the most variable in its phases (vapor, cloud droplets, ice crystals). However, water vapor is not considered a pollutant, but part of the feedback loop rather than a primary cause of change.

⁴ Black carbon contributes to climate change both directly, by absorbing sunlight, and indirectly, by depositing on snow (making it melt faster) and by interacting with clouds and affecting cloud formation. Black carbon is the most strongly light-absorbing component of PM emitted from burning fuels. Reducing black carbon emissions globally can have immediate economic, climate, and public health benefits. California has been an international leader in reducing emissions of black carbon, with close to 95 percent control expected by 2020 due to existing programs that target reducing PM from diesel engines and burning activities (CARB 2017b). However, state and national GHG inventories do not yet include black carbon due to ongoing work resolving the precise global warming potential of black carbon. Guidance for CEQA documents does not yet include black carbon.

4. Environmental Analysis

analysis.⁵ A background discussion on the GHG regulatory setting and GHG modeling can be found in Appendix A to this Initial Study.

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the proposed project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. Global climate change is not confined to a particular project area and is generally accepted as the consequence of global industrialization over the last 200 years. A typical project, even a very large one, does not generate enough greenhouse gas emissions on its own to influence global climate change significantly; hence, the issue of global climate change is by definition a cumulative environmental impact.

The project's operational and construction-related GHG emissions are quantified and shown in Table 6, *Project-Related GHG Emissions*. As shown in the table, the proposed project would not result in GHG emissions that would exceed SCAQMD's bright-line significance threshold. Therefore, GHG emissions impacts are less than significant.

⁵ Life cycle emissions include indirect emissions associated with materials manufacture. However, these indirect emissions involve numerous parties, each of which is responsible for GHG emissions of their particular activity. The California Resources Agency, in adopting the CEQA Guidelines Amendments on GHG emissions found that lifecycle analyses was not warranted for project-specific CEQA analysis in most situations, for a variety of reasons, including lack of control over some sources, and the possibility of double-counting emissions (see Final Statement of Reasons for Regulatory Action, December 2009). Because the amount of materials consumed during the operation or construction of the proposed project is not known, the origin of the raw materials purchased is not known, and manufacturing information for those raw materials are also not known, calculation of life cycle emissions would be speculative. A life-cycle analysis is not warranted (OPR 2008).

4. Environmental Analysis

Table 6 Project-Related GHG Emissions

Source	MTCO ₂ e per Year	Percent of Project Total
Area	<1	<1%
Energy	374	17%
Transportation ¹	1,185	53%
Truck Idling ²	26	1%
Off-Road	282	13%
Solid Waste	103	5%
Water	241	11%
Construction Amortized ³	20	1%
Total Emissions	2,232	100%
SCAQMD Bright Line Threshold	3,000 MTCO ₂ e	NA
Exceeds SCAQMD Bright Line Threshold	NA	NA

Sources: CalEEMod Version 2016.3.2.

Totals may not total to 100 percent due to rounding. NA: not applicable.

¹ Transportation emissions based on truck trip generation ITE Trip Generation Manual, 10th Generation, and based on the Fontana Truck Trip Generation Study. Fleet mix is adjusted to correct for a longer trip length for truck trips. Truck trip length and passenger vehicle trip length for the City of Industry is based on the average trip length provided by Iteris for the City's Climate Action Plan.

² Represents emissions from idling emissions with the anticipated 78 trucks per day and assumes 15 minutes of idling per truck per CalEEMod methodology. Utilizes EMFAC2017, Version 1.0.2, aggregated idle emission rate for medium duty trucks (MDV), medium-heavy duty trucks (MHDT), and heavy-heavy duty diesel trucks (HHDT) for the buildout year (2020), and assumes 7.5 minutes of idling per trip (15 minutes of idling per truck), which is consistent with the recommendations of SCAQMD.

³ Construction emissions/sequestration are amortized over a 30-year period.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact. Applicable plans adopted for the purpose of reducing GHG emissions include the California Air Resources Board's (CARB) Scoping Plan and SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). A consistency analysis with these plans is presented below.

CARB Scoping Plan

CARB's Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020. The CARB Scoping Plan is applicable to state agencies and is not directly applicable to cities/counties and individual projects. Nonetheless, the Scoping Plan has been the primary tool that is used to develop performance-based and efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

Since adoption of the 2008 Scoping Plan, state agencies have adopted programs identified in the plan, and the legislature has passed additional legislation to achieve the GHG reduction targets. Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy (CAFE) standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32. Also, new buildings are required to comply with the

4. Environmental Analysis

2016 Building Energy Efficiency Standards and 2016 California Green Building Code (CALGreen). CARB adopted the Final 2017 Climate Change Scoping Plan Update on December 24, 2017, to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030 established by SB 32 (CARB 2017c). Although measures in the Scoping Plan apply to state agencies and not the proposed project, the project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, as with the approved project, the proposed project would not obstruct implementation of the CARB Scoping Plan, and impacts would be less than significant.

SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG's 2016-2040 RTP/SCS was adopted April 7, 2016. The RTP/SCS identifies multimodal transportation investments and land use strategies that focus on new housing and job growth in areas served by high quality transit. The overarching strategy in the 2016-2040 RTP/SCS is to provide for the southern California region to grow in more compact communities in existing urban areas; provide neighborhoods with efficient and plentiful public transit and abundant and safe opportunities to walk, bike, and pursue other forms of active transportation; and preserve more of the region's remaining natural lands (SCAG 2016). The 2016-2040 RTP/SCS contains transportation projects to help more efficiently distribute population, housing, and employment growth, as well as forecast development that is generally consistent with regional-level general plan data. The projected regional development patten, when integrated with the proposed regional transportation network identified in the RTP/SCS, would reduce per capita vehicular travel-related GHG emissions and achieve the GHG reduction per capita targets for the SCAG region.

The RTP/SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but offers incentives for consistency to governments and developers. The proposed warehousing use under the proposed project would be a permitted use under the General Plan land use designation of Industrial. Thus, the proposed project is consistent with the underlying General Plan land use designation. Therefore, implementation of the proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS and impacts would be less than significant.

4.8 HAZARDS AND HAZARDOUS MATERIALS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?		X		
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

- a) **Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?**

Less Than Significant Impact.

Construction

The construction of the proposed warehouse building would require fuels, lubricating fluids, solvents, or other substances. The use, transport, storage, and disposal of hazardous materials using these substances comply with existing regulations established by several agencies, including the Department of Toxic Substances Control, the US Environmental Protection Agency (EPA), the US Department of Transportation, the Occupational Safety & Health Administration, and the Los Angeles County Fire Department.⁶

Operation

The proposed building is a warehouse and office intended for distribution uses. Project operational use would involve the use of cleaning supplies such as soaps and cleansers, and maintenance materials such as paint. Materials would be for use in cleaning and maintenance of the warehouse and the use, transport, and disposal of such materials would be in compliance with the California Environmental Reporting System (CERS). As required by CERS, any business that handles a hazardous material and/or hazardous waste of quantities at any one time during a year equal to, or greater than a total volume of 55 gallons, a total weight of 500 pounds, or 200 cubic feet of a compressed gas is a hazardous materials handler and must report

⁶ The Los Angeles County Fire Department is the Certified Unified Program Agency (CUPA) for the City of Industry; the Certified Unified Program coordinates and makes consistent enforcement of several state and federal regulations governing hazardous materials.

4. Environmental Analysis

Owner/Operator, Business Activities, Inventory, Site Map, and Emergency Response and Contingency Plan and Employee Training Plan information to the Los Angeles County Health Department. This information is shared with emergency personnel. State and federal laws regulate the handling, storage, and disposal of hazardous materials therefore no mitigation is required. The City will condition the project to comply with all hazardous materials regulations will ensure notification of the storage of hazardous materials, to emergency personnel and ensure that impacts would be less than significant.

- b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

Less Than Significant Impact With Mitigation Incorporated.

Existing Hazardous Materials Onsite

Table 7 lists the environmental database listings for the project site as shown in the Phase I prepared for the proposed project. (See Appendix C) According to the Phase I analysis conducted by Ramboll Environ, former auto repair facility operations on the northwest corner of the project site installed an underground storage tank (UST) in 1969 (Ramboll 2016). Specific location information, closure documentation, or any further information regarding the removal of the 500-gallon, single-walled 3/16-inch thick, carbon steel waste oil UST is not available. A separate 1,000-gallon UST installed in 1976 was removed in 1988. The 500-gallon tank may have been removed and replaced with this 1,000-gallon tank prior to the enactment of specific tank closure requirements, or it may remain in place at the site. The site is not listed on the Leaking Underground Storage Tank (LUST) database, and limited soil investigation of the auto service center has not revealed evidence of the UST or evidence of a release other than minor leaks from former equipment. Soil sampling near former hydraulic lifts indicated the presence of oil at one location, and facility personnel reported no visual indication of loss of fluids. The possibility of a UST and contamination from former hydraulic lifts are not considered a recognized environmental condition (REC); however, grading operations on the site could present the potential for hazardous upset into the environment. Mitigation measures HAZ-1A, HAZ-1B, and HAZ-2 outline steps to ensure impacts from the release of hazardous materials on the project site are less than significant.

Additionally, the National Priority List (NPL) San Gabriel Valley Area 4-Puente Valley Operable Unit regional groundwater contamination is considered a REC.⁷ The area has been impacted with VOCs, namely the chlorinated solvents, with concentrations at or above the drinking water standard. Historical operations of the site have reportedly not involved the use of chlorinated solvents, and PCE was not detected in soil samples collected from the site during a 2005 Phase I investigation. Depth of groundwater during this assessment was measured at 25 feet immediately adjacent to the northeast of the site. Based on the EPA's baseline human

⁷ The San Gabriel Valley Area 4 site is an area of contaminated groundwater that runs along San Jose Creek in La Puente. This site is one of four Superfund sites located in the 170-square-mile San Gabriel Valley. The EPA listed several sections of the San Gabriel Valley as Superfund sites in 1984. More than 30 square miles of groundwater under the Valley may be contaminated. The contaminated groundwater associated with all of the San Gabriel Valley sites lies under significant portions of Alhambra, Irwindale, La Puente, Rosemead, Azusa, Baldwin Park, City of Industry, El Monte, South El Monte, West Covina, and other areas of the San Gabriel Valley. There are 45 water suppliers in the Valley that use the San Gabriel Basin groundwater aquifer to provide 90 percent of the drinking water for over one million people.

4. Environmental Analysis

health risk assessment of the Puente Valley Operable Unit, the estimated excess lifetime cancer risk to workers and residents as a result of vapor intrusion from VOC-impacted groundwater is below or within the EPA's acceptable risk range. Considering the existing and anticipated industrial land use for the site and extent of grading operation during construction, it is unlikely that there would be an ongoing vapor intrusion risk, and impacts would be less than significant.

Table 7 Environmental Database Listings on Project Site

Database	Reason for Listing and Regulatory Status
Historical Auto Station	Multiple auto service listings depicting waste generated onsite and no indication of release. No indication of contamination concern to the site
Facility and Manifest Data (HAZNET)	
Resource Conservation and Recovery Act (RCRA)	Small quantity generator (SQG) of hazardous waste. No identified violations or issues of noncompliance
Los Angeles County Hazardous Materials System (Los Angeles Co. HMS)	Removal of clarifier in 2008 and 1988 UST closure
SWEEPS UST	1988 UST closure No Further Action
Historical Underground Storage Tank (HIST)	1,000-gallon waste oil UST removed in 1988. Former 500-gallon UST inconclusive as to removal and closure status
CERCLIS, US Engineering Controls, Record of Decision, PRP	Site located within the San Gabriel Valley Area 4 having noted regional groundwater impacts, namely TCE and PCE contamination
Enforcement Compliance History Online (ECHO)	Regulatory compliance
Facility Index System/Facility Registration System (FINDS)	Regulatory compliance

Source: Ramboll Environ Phase I

Due to the possible presence of a waste oil UST on the project site, a Phase II analysis will be conducted to examine its impact on the project site. If upon further investigation, issues of hazardous material remain on the site, they will be remediated prior to new project construction in coordination with CUPA and City of Industry regulations. To ensure that construction of the proposed project does not result in a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment, mitigation measures HAZ-1A, HAZ-1B, and HAZ-2 have been identified.

Mitigation Measures

HAZ-1A Prior to commencement of any ground-disturbing activities on the project site, the Project Applicant shall prepare and submit a Phase II Environmental Assessment (Phase II). The Phase II shall include site background and environmental setting information, field procedures, presentation of field observations, and analytical results including boring logs and laboratory reports as necessary. The Phase II shall, to the best ability of appropriate and available technology, conclusively delineate the presence of a waste oil storage tank on the project site. Investigation techniques may include EM-61 high sensitivity metal detector, ground penetrating radar (GPR), and electromagnetic (EM) utility location. The Phase II shall provide recommendations regarding the need for further action to further assess site conditions and for limited removal action(s), if appropriate, based on site investigative

4. Environmental Analysis

findings. If the assessment does not delineate the presence of a UST on the project site or is inconclusive, the Phase II shall be submitted to the City of Industry for review. If results of the Phase II confirm the presence of a UST, the Phase II shall be submitted to the Los Angeles County Department of Public Works and MM-HAZ-1B shall be implemented.

Timing/Implementation: Prior to ground-disturbing activities

Enforcement/Monitoring: City of Industry, Los Angeles County Department of Public Works

HAZ-1B

If the presence of a UST is confirmed on the project site based on remote sensing activities, the Phase II report shall identify additional assessments and/or removal and remediation strategies. The Phase II report shall then include recommendations for response actions necessary to mitigate any immediate potential hazards to public health or the environment, in accordance with the UST Closure Permit set forth by the Los Angeles County Department of Public Works as well as meet the requirements of California Health and Safety Code, Division 20, Chapter 6.7, Section 25298; California Code of Regulations, Title 23, Division 3, Chapter 16, Sections 2670 through 2672; and the Los Angeles County Code. No Further Action recommendations shall be made if removal of the UST and any associated remediation activities result in levels of detected chemicals of potential concern below risk-based screening levels. Removal and remediation operations shall be conducted in accordance with the Los Angeles County Department of Public Works, Los Angeles County Fire Department, and California Regional Water Quality Control Board requirements.

No ground disturbance associated with the proposed project shall occur on the project site prior to Los Angeles Department of Public Works, Los Angeles County Fire Department, California Regional Water Quality Control Board and City of Industry approval of the Phase II and implementation of the measures identified in the Phase II (if applicable) to remediate potential hazards to the public and/or the environment.

Timing/Implementation: Prior to ground disturbing activities

Enforcement/Monitoring: Los Angeles County Department of Public Works, Los Angeles County Fire Department, California Regional Water Quality Control Board, and City of Industry

HAZ-2

If results of the initial Phase II investigation are negative or inconclusive, but project construction grading activities reveal the presence of a UST, all work shall halt, an environmental assessment shall be conducted, removal action plan implemented, and closure permits submitted in accordance with regulatory agencies and standards outlined in HAZ-1B, above.

Timing/Implementation: During construction, prior to continuation of construction activities

4. Environmental Analysis

Enforcement/Monitoring: Los Angeles County Department of Public Works, Los Angeles County Fire Department, California Regional Water Quality Control Board, and City of Industry

Implementation of HAZ-1A, HAZ-1B, and HAZ-2 would ensure that any UST and associated sources of contamination that could be encountered during grading or excavation would not pose health and safety risks capable of resulting in various short-term or long-term adverse health effects in exposed persons. Therefore, impacts would be less than significant with implementation of HAZ-1A, HAZ-1B, and HAZ-2.

Hazardous Materials to Be Used in Project Construction and Operation

City of Industry and Los Angeles Fire Department regulations require that prospective building occupants maintain equipment and supplies for containing and cleaning up minor spills of hazardous materials; train staff on such containment and cleanup; and notify appropriate emergency response agencies immediately in the event of a hazardous materials release of greater quantity and/or hazard than onsite staff can safely stop, contain, and clean up. Impacts would be less than significant.

- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

No impact. There are no schools within 0.25 mile of the project site. The nearest school to the site is La Puente High School approximately 0.4 mile to the northeast. No impact would occur.

- d) **Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

Less Than Significant Impact With Mitigation Incorporated. Regulatory databases were searched for listings on the project site as reflected in Table 7, above. The project site was listed as a historical auto station, small quantity generator of hazardous waste, and historical UST. The possible presence of a UST onsite could pose potential concern, as discussed in Section 8.a, which includes mitigation measures HAZ-1A, HAZ-1B, and HAZ-2. The same databases were searched for listings within 0.25 mile of the project site (refer to the Ramboll Environ Phase I report in Appendix C). None of the sites listed are considered an environmental concern for the project site. Both leaking underground storage tank cases on adjacent properties have been closed. Impacts would be less than significant with mitigation measures HAZ-1A, HAZ-1B, and HAZ-2 incorporated.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The project site is not in an airport land use plan, and the nearest public use airport to the site is El Monte Airport in the City of El Monte, 6.1 miles to the northwest (Airnav 2018). Project development would not cause hazards related to aircraft flying to or from a public-use airport, and no impact would occur.

4. Environmental Analysis

- f) **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?**

No Impact. The City of Industry Civic Financial Center Heliport exists 0.25 mile north of the project site (Airnav 2018). Use of the heliport would adhere to all local and federal regulations, and implementation of the proposed project would not create a safety hazard for those residing or working in the project area. No impact would occur.

- g) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

No Impact. The emergency response plan in effect in Los Angeles County is the Los Angeles County Operational Area Emergency Response Plan maintained by the County Office of Emergency Management and approved by the County Board of Supervisors in 2012. Project construction and operation of the project as a warehouse would not block access to the project site or to surrounding properties and would not impede the evacuation program. Notification of emergency personnel of impending blockages, detour signs, and a construction plan for traffic would ensure that there would be no impact in the case of emergency evacuation. Project development would not interfere with implementation of the emergency response plan, and no impact would occur.

- h) **Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

No Impact. There is no wildland vegetation on or near the project site, and the nearest Very High Fire Hazard Severity Zone to the project site is approximately 1.9 miles to the west, as mapped by the California Department of Forestry and Fire Protection (CAL FIRE 2012). Project development would not expose people or structures to substantial wildfire hazards, and no impact would occur.

4.9 HYDROLOGY AND WATER QUALITY

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site			X	

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

a) Violate any water quality standards or waste discharge requirements?

Less Than Significant Impact.

Construction

As part of Section 402 of the Clean Water Act, the EPA has established regulations under the National Pollution Discharge Elimination System (“NPDES”) program to control direct stormwater discharges. The NPDES program regulates industrial pollutant discharges, which include construction activities. In California, the State Water Resources Control Board (“SWRCB”) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. In the Los Angeles metropolitan area, where the City of Industry is located, the SWRCB is the permitting authority, while the Los Angeles Regional Water Quality Control Board (RWQCB) provides local oversight and permit enforcement. The project applicant would also be required to adhere to applicable provisions outlined in Chapter 13.16 (Storm Water and Urban Runoff Pollution Control) of the City of Industry Municipal Code. For example, Section 13.16.080 (Requirements for industrial/commercial and construction activities) contains construction activity stormwater requirements to preserve water quality and prevent erosion in the City.

Requirements for waste discharges potentially affecting stormwater from construction sites of one acre or more are set forth in the SWRCB’s Construction General Permit, Order No. 2012-0006-DWQ, issued in 2012. The site is approximately 9.5 acres, and project construction would be subject to requirements of the Construction General Permit. Projects obtain coverage under the Construction General Permit by filing a Notice of Intent with the SWRCB prior to grading activities and preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) during construction. The primary objective of the SWPPP is to identify, construct, implement, and maintain BMPs to reduce or eliminate pollutants in stormwater discharges and

4. Environmental Analysis

authorized nonstormwater discharges from the construction site. Categories of BMPs typically used in SWPPPs are described in Table 8. Implementation and monitoring required under the SWPPP would control and reduce short-term intermittent impacts to water quality from construction activities to less than significant levels.

Table 8 Construction Best Management Practices

Category	Purpose	Examples
Erosion Controls and Wind Erosion Controls	Cover and/or bind soil surface, to prevent soil particles from being detached and transported by water or wind	Mulch, geotextiles, mats, hydroseeding, earth dikes, swales
Sediment Controls	Filter out soil particles that have been detached and transported in water.	Barriers such as straw bales, sandbags, fiber rolls, and gravel bag berms; desilting basin; cleaning measures such as street sweeping
Tracking Controls	Minimize the tracking of soil offsite by vehicles	Stabilized construction roadways and construction entrances/exits; entrance/outlet tire wash.
Non-Storm Water Management Controls	Prohibit discharge of materials other than stormwater, such as discharges from the cleaning, maintenance, and fueling of vehicles and equipment. Conduct various construction operations, including paving, grinding, and concrete curing and finishing, in ways that minimize non-stormwater discharges and contamination of any such discharges.	BMPs specifying methods for: paving and grinding operations; cleaning, fueling, and maintenance of vehicles and equipment; concrete curing; concrete finishing.
Waste Management and Controls (i.e., good housekeeping practices)	Management of materials and wastes to avoid contamination of stormwater.	Spill prevention and control, stockpile management, and management of solid wastes and hazardous wastes.

Operation

The primary constituents of concern during the project operational phase would be solids, oils, and greases from parking areas, driveways, and truck loading bays that could be carried offsite. Project design features would address the anticipated and expected pollutants of concern during the project's operational phase. Onsite landscaping, which covers approximately 12 percent of the total project site, would assist in minimizing the amount of runoff from the site by providing permeable areas for water infiltration and decreasing runoff volume. Infiltration through landscaped areas would also serve a water treatment function. The project would include features such as curbs, gutters, trees, shrubs, ground cover, and biofiltration basins. The project would also include source control BMPs to properly manage stormwater flow and prevent stormwater pollution by reducing the potential for contamination at the source.

Requirements for waste discharges potentially affecting stormwater from project operations are set forth in the Chapter 13.16 (Standard Urban Stormwater Mitigation Plan Implementation) of the City of Industry Municipal Code. Standard urban stormwater mitigation plan (SUSMP) requirements include minimizing stormwater pollutants and limiting peak post-project stormwater runoff rates to no greater than predevelopment rates where increased runoff could increase downstream erosion.

Municipal Code Chapter 13.16 applies to new development equal to one acre or greater of disturbed area and adding more than ten thousand square feet of impervious surface area (City of Industry Municipal Code,

4. Environmental Analysis

Section 13.16.070.A.1). As part of the permitting process, such facilities are required to comply with stormwater BMPs listed in the SUSMP or the “BMP Guidebook” prepared or recommended by the City Engineer. BMPs designed to protect against impacts to water quality would be incorporated in a project-specific SUSMP that is submitted to the City staff for review and approval as part of the development plan review process. The approved BMPs would be incorporated in the project grading and site plans; detailed drawings and notes would provide specifications regarding size, capacity, and materials of construction.

In general, projects must control pollutants, pollutant loads, and runoff volume from the project site by minimizing the impervious surface area and controlling runoff through infiltration, bioretention, or rainfall harvest and use. Projects must incorporate BMPs in accordance with the requirements of the municipal NPDES permit. The project would comply with water quality standards, and impacts would be less than significant.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

Less Than Significant Impact. The project site is over the Main San Gabriel Valley Groundwater Basin. The site is not used for intentional groundwater recharge, and development would not substantially interfere with groundwater recharge. The City of Industry Waterworks System (“IWS”) would provide water to the proposed buildings. IWS obtains its water supplies from the La Puente Valley County Water District (LPVCWD), the San Gabriel Valley Water Company (SGVWC), and City of Industry Well No. 5. SGVWC and LPVCWD water supplies each consist of groundwater from the Basin and recycled water for nonpotable uses. The SGVWC projects that it will have adequate water supplies to meet water demands in its service area through 2035 (Stetson 2011). The proposed warehouse would not involve the use of large quantities of water in its day-to-day operations. Water consumption would mainly be associated with employee restroom facilities, drinking fountains, and landscaping. Groundwater levels in the Basin are maintained by the Main San Gabriel Basin Watermaster. Published historical high groundwater at this site is approximately 13 feet (CGS 1998). This shallow groundwater condition was not encountered during exploration to a depth of 50 feet below ground surface, though groundwater was encountered at 30 feet. Based on regional groundwater data, regional groundwater flow direction is estimated to be toward the northeast; however, local groundwater flow direction may vary (EFI Global 2016). Because the project will be connected to a potable water system, will not install any wells, and is not located on groundwater recharge site, impacts to groundwater would be less than significant.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site.**

Less Than Significant Impact. The project site is relatively flat, and onsite modifications would not alter general drainage patterns. Existing storm drainage onsite is via surface flow. There are storm drains on Valley Boulevard northeast and northwest of the site, and on Hacienda Boulevard southeast of the site. The storm drain network in the project region extends westward to the San Gabriel River. At project completion the entire site would be developed with impervious areas and landscaping, and in post-project conditions the

4. Environmental Analysis

project would not generate substantial erosion. As discussed in 4.9.a, above, biofiltration basins would be incorporated along the perimeter of the site as temporary catch basins to allow water to flow to storm drains in compliance with approved runoff rates, and new curbs, gutters, and culverts would be installed. During project construction the project would implement BMPs to minimize erosion, as described in Table 8, which will reduce impacts to less than significant.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

Less Than Significant Impact. The project would install underground storm drains connecting to existing storm drains in surrounding roadways. At project completion, drainage in the project region would flow westward as it does currently. As discussed in Section 4.9.a, The City of Industry Municipal Code, Section 13.16, requires that projects of this size limit post-project runoff rates to no greater than pre-project rates (Industry 2016). Additionally, biofiltration basins, new curbs, gutters, and culverts beneath walkways would be installed to manage runoff. Project drainage improvements would comply with Section 13.16 of the City's Municipal Code; thus, project development would not cause flooding on- or offsite, and impacts would be less than significant.

- e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**

Less Than Significant Impact. As required by the City's Municipal Code in Chapter 13.16.070.C.4.b., the project would be required to retain onsite stormwater runoff to either the first 0.75 inch of a 24-hour rain event, or the 85th percentile of a 24-hour rain event. Vegetated swales would be incorporated along the perimeter of the site as temporary catch basins to allow percolation of water and divert water to storm drains in compliance with approved runoff rates. Culverts would be installed connecting to existing storm drains in surrounding roadways to limit the post-project runoff discharge rate to no greater than the pre-project rate. Therefore, project development would not exceed the capacity of existing storm drains in roadways near the project, and impacts would be less than significant.

- f) Otherwise substantially degrade water quality?**

Less Than Significant Impact. The project would comply with water quality requirements set forth in the Statewide General Construction Permit and in the Standard Urban Stormwater Management Plan Manual, as substantiated above in Section 4.9.a. Impacts would be less than significant.

- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

No Impact. The proposed project does not involve the construction of housing. According to the Federal Emergency Management Agency (FEMA) flood map for the project area, the proposed project site does not lie within a 100-year flood hazard area (FEMA 2018). FEMA designates the project site and surrounding area as Zone X, an area of 0.2 percent annual chance flood. No impacts would occur.

4. Environmental Analysis

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. The project site and surrounding area do not lie within a 100-year flood hazard area, according to the FEMA flood map for the project area (FEMA 2018). No impacts would occur.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Less Than Significant Impact. The site does not lie within a 100-year flood hazard area; therefore, the proposed project site would not be impacted by flooding in the area. The closest body of water is San Jose Creek, approximately 1,000 feet to the south of the project site. This creek is completely channelized within a concrete trough.

There are no dams in the immediate project vicinity, although there are dams in the region that could potentially create flooding impacts. Thirteen dams in the greater Los Angeles area moved or cracked during the 1994 Northridge earthquake. However, none were severely damaged. This low damage level was due in part to completion of the retrofitting of dams and reservoirs pursuant to the 1972 State Dam Safety Act. Nearby dams include the Puddingstone Reservoir Dam, approximately 10 miles northeast of the project site (DPW 2018). The Puddingstone Dam Inundation Area map indicates that the project site is not in the inundation zone of the dam. Impacts would be less than significant.

j) Inundation by seiche, tsunami, or mudflow?

No Impact.

Seiche

A seiche is a surface wave created when a body of water is shaken, usually by earthquake activity. Seiches are of concern relative to water storage facilities because inundation from a seiche can occur if the wave overflows a containment wall, such as the wall of a reservoir, water storage tank, dam or other artificial body of water. There are no large water tanks in the area that could impact the proposed project site. No impact would occur.

Tsunami

A tsunami is a sea wave caused by a sudden displacement of the ocean floor, most often due to earthquakes. The project site is approximately 20 miles inland from the Pacific Ocean and at an elevation of approximately 300 feet above mean sea level; therefore, there is no tsunami flood risk at the site. No impact would occur.

Mudflow

A mudflow is a landslide composed of saturated rock debris and soil with a consistency of wet cement. There are no slopes on or near the site that could generate a mudflow, and no impact would occur.

4. Environmental Analysis

4.10 LAND USE AND PLANNING

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

a) Physically divide an established community?

No Impact. The nearest residential uses are approximately 1,600 feet to the south of the project site in the City of Hacienda Heights. The proposed project is an infill development taking place in a built-out area of the City of Industry. The project site is surrounded by industrial and commercial uses and gains access from existing public roadways. The proposed project is similar in land use to the existing neighboring buildings. No impact would occur.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The proposed warehouse use is permitted under both the Employment General Plan land use designation and the Industrial zoning designation. As a proposed warehouse and office space, the project would not conflict with land use regulations. No impact would occur.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No Impact. No locally designated habitat conservation plans or natural community conservation plans have been implemented or are planned for the project site. No conflict with any plans would occur as a result of the proposed project, and no impact would occur.

4. Environmental Analysis

4.11 MINERAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

- a) **Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?**

No Impact. No mineral resources that would be of value to the region and the residents of the state have been identified on the project site during prior development, and no mineral resources have been identified in the project vicinity. The availability of natural resources would not be affected by the proposed development. No impact would occur on mineral resources of regional or statewide importance as a result of the proposed project.

- b) **Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

No Impact. No mining sites are designated in the City's General Plan, and the nearest mine to the site mapped on the Mines Online website is over four miles away (DMR 2016). Project development would not cause a loss of availability of a mining site designated in the City's General Plan, and no impact would occur.

4.12 NOISE

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	

4. Environmental Analysis

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?			X	

Fundamentals of acoustics, the characterization of noise and vibration, and project-specific technical information (including existing regulations, and calculation worksheets for construction noise and vibration) can be found in Appendix D of this Initial Study.

Noise is defined as sounds that are loud, unpleasant, unexpected, or otherwise undesirable. Excessive noise is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, the federal government, state, County, and City have established criteria to protect public health and safety and to prevent the disruption of certain human activities.

Existing Noise Environment

The project site is in a predominantly commercial and industrial area. The noise environment surrounding the proposed project site is influenced primarily by roadway sources and industrial activities. The City's General Plan includes a Noise and Land Use Compatibility section that provides a future noise contour map for the city (Industry 2014). The noise contour map shows the proposed project site and surrounding area exposed to noise levels between 60 and 74 dBA CNEL.

Sensitive Receptors

Certain land uses are particularly sensitive to noise and vibration. These uses include residences, schools, hospital facilities, houses of worship, and open space/recreation areas where quiet environments are necessary for the enjoyment, public health, and safety of the community. The proposed project site is surrounded by commercial and industrial uses on all sides, with the closest residences located approximately 1,700 feet south on Clarkgrove Street. Additional residences are located northeast of the project site on Nelson Avenue. The outdoor use area (gardens and cemetery) of the Workman and Temple Family Homestead Museum is located approximately 550 feet southwest of the project site, and El Encanto Healthcare & Rehab is approximately 925 feet west. Commercial and industrial uses—which are the vast majority of uses adjacent to or near the project site—are not typically considered noise- and vibration-sensitive uses.

4. Environmental Analysis

Noise Impact Assessment

The generation of noise and vibration associated with the proposed project would occur over the short term for construction activities and during long-term operation of the project. Both short-term and long-term noise impacts associated with the project are examined in the following analysis.

Would the project result in:

- a) **Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

Less than Significant Impact.

Applicable Standards

The proposed project site is at 333 Hacienda Boulevard within the City of Industry. The pertinent regulations regarding noise and vibration are discussed below.

State Regulations

The State of California regulates freeway noise, sets standards for sound transmission, provides occupational noise control criteria, identifies noise standards, and provides guidance for local land use compatibility. State law requires that each county and city adopt a general plan that includes a noise element which is to be prepared according to guidelines adopted by the Governor's Office of Planning and Research. The purpose of the noise element is to "limit the exposure of the community to excessive noise levels."

City of Industry Standards

Industry Noise Standards

The City includes Noise and Land Use Compatibility in the Safety Element of its General Plan. The proposed project would consist of industrial uses and would be subject to City's Safety Element Policies S6-2 and S6-3, which state that noise and vibration impacts must be addressed through enforcement of the noise ordinance, project and environmental review, and compliance with state and federal standards. Policy S6-3 directs the City to "consider the noise levels likely to be produced by any new businesses or substantially expanded business activities locating near existing noise-sensitive uses such as schools, community facilities, and residences, as well as adjacent to established businesses involving vibration-sensitive activities."

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the City of Industry addresses public nuisances under Chapter 1.30, Public Nuisance, of the City's Municipal Code. The City has not adopted long-term noise and vibration criteria for land use compatibility consideration, but uses the County of Los Angeles noise ordinance for environmental noise assessments. For the purpose of CEQA analysis for projects in the City, the noise standards in the County's noise ordinance are used as significance thresholds and are summarized below.

4. Environmental Analysis

Industry Vibration Standards

The City does not have regulatory standards for construction or operational vibration sources. To evaluate project impacts for CEQA analyses, the City relies on the Los Angeles County Code, summarized below, to address vibration impacts from the operation of equipment to adjacent uses.

County of Los Angeles Code

The County of Los Angeles regulates noise through the County Code, Title 12, Chapter 12.08, *Noise Control*. The county restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time.

County Exterior Noise Standards

The County applies the noise standards summarized in Table N-1 to non-transportation stationary sources. These standards do not gauge the compatibility of developments in the noise environment but provide restrictions on the amount and duration of noise generated at a property, as measured at the property line of the noise receptor. The County's noise ordinance is designed to protect people from objectionable non-transportation noise sources. The noise standards in Table 9 apply to all properties within a designated noise zone unless otherwise indicated.

Table 9 County of Los Angeles Exterior Noise Standards

Noise Zone	Time Period	Maximum Permissible Noise Level (dBA) ^{1,2}				
		Standard 1 (L ₅₀)	Standard 2 (L ₂₅)	Standard 3 (L ₅)	Standard 4 (L ₂)	Standard 5 (L _{max})
Noise-Sensitive Area	Anytime	45	50	55	60	65
Residential Properties	10 PM to 7 AM	45	50	55	60	65
	7 AM to 10 PM	50	55	60	65	70
Commercial Properties	10 PM to 7 AM	55	60	65	70	75
	7 AM to 10 PM	60	65	70	75	80
Industrial Properties	Anytime	70	75	80	85	90

Source: County of Los Angeles Municipal Code, Section 12.08.390.

¹ According to Section 12.08.390, if the ambient noise levels exceed the exterior noise standards above, then the ambient noise level becomes the noise standard. If the source of noise emits a pure tone or impulsive noise, the exterior noise levels limits shall be reduced by five decibels.

² If the measurement location is on a boundary property between two different zones, the noise limit shall be the arithmetic mean of the maximum permissible noise level limits of the subject zones; except when an intruding noise source originates on an industrial property and is impacting another noise zone, the applicable exterior noise level shall be the daytime exterior noise level for the subject receptor property.

- **Standard No. 1** shall be the exterior noise level which may not be exceeded for a cumulative period of more than 30 minutes in any hour. Standard No. 1 shall be the applicable L50 noise level shown above; or, if the ambient L50 exceeds the foregoing level, then the ambient L50 becomes the exterior noise level for Standard No. 1.
- **Standard No. 2** shall be the exterior noise level which may not be exceeded for a cumulative period of more than 15 minutes in any hour. Standard No. 2 shall be the applicable L50 noise level shown above plus 5 dB; or, if the ambient L25 exceeds the foregoing level, then the ambient L25 becomes the exterior noise level for Standard No. 2.

4. Environmental Analysis

- **Standard No. 3** shall be the exterior noise level which may not be exceeded for a cumulative period of more than five minutes in any hour. Standard No. 3 shall be the applicable L50 noise level shown above plus 10 dB; or, if the ambient L8 exceeds the foregoing level, then the ambient L8 becomes exterior noise level for Standard No. 3.
- **Standard No. 4** shall be the exterior noise level which may not be exceeded for a cumulative period of more than one minute in any hour. Standard No. 4 shall be the applicable L50 noise level shown above plus 15 dB; or, if the ambient L2 exceeds the foregoing level, then the ambient L2 becomes the exterior noise level for Standard No. 4.
- **Standard No. 5** shall be the exterior noise level which may not be exceeded for any period of time. Standard No. 5 shall be the applicable L50 noise level shown above plus 20 dB; or, if the ambient L0 exceeds the foregoing level then the ambient Lmax becomes the exterior noise level for Standard No. 5.

County Construction Noise Standards

The County prohibits the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 7:00 PM and 7:00 AM, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line, except for emergency work of public service utilities or by variance. Maximum noise levels from stationary construction equipment (repetitively scheduled and relatively long-term operations of 10 days or more) are summarized in Table 10, *County of Los Angeles Stationary Construction Equipment Noise Limits*.

Table 10 County of Los Angeles Stationary Construction Equipment Noise Limits

Time Period	Single-Family Residential	Multifamily Residential	Semiresidential/ Commercial
Daily, except Sundays and legal holidays, 7 AM to 8 PM	60 dBA	65 dBA	70 dBA
Daily, 8 PM to 7 AM and all-day Sunday and legal holidays	50 dBA	55 dBA	60 dBA

Source: County of Los Angeles Municipal Code, Section 12.08.440. For repetitively scheduled and relatively long-term operations of 10 days or more.

All mobile and stationary internal combustion-powered equipment or machinery shall be equipped with suitable exhaust and air intake silences in proper working order.

County Vibration Standards

The County of Los Angeles Municipal Code, Section 12.08.560, prohibits the operation of any device that creates vibration that is above 0.01 inch/second (in/sec) at or beyond the property boundary of the source, if on private property, or at 150 feet from the source, if on a public space or public right-of-way. This criterion is equivalent to 80 VdB (root mean square vibration level).

Project Mechanical Equipment

Operation of the project would include use of rooftop heating, ventilation, and air conditioning systems. Such equipment would typically generate noise levels ranging up to 67 dBA at a distance of 25 feet, which does not exceed the lowest noise standard of 70 dBA for the adjacent industrial uses. Noise generated by

4. Environmental Analysis

mechanical systems to be installed at the proposed project site is expected to be similar to the mechanical equipment noise that is currently generated by existing industrial uses in the project area. Noise from project mechanical equipment would not be audible at the nearest residences 1,700 feet away. At 550 feet to the outdoor use area of the Workman and Temple Family Homestead Museum, project mechanical equipment noise could reach 40 dBA, which would be below the noise standards shown in Table 9.

Loading Bay Operations

Noise measurements taken for a variety of similar projects (e.g., Home Depot loading bays, Consolidated Volume Transport truck scales, and Macy's truck transfer yard) have demonstrated that the noise produced by idling/maneuvering semi-trucks is typically on the order of 70 to 73 dBA L_{eq} as measured at a distance of 50 feet. The primary noise descriptor in the County ordinances are in terms of several L_n noise level metrics (i.e., L_{50} , L_{25} , L_8 , L_2 , and L_0), not the L_{eq} metric. Therefore, for the purposes of this analysis, the following relationships shown in Table 11 between measured noise level metrics⁸ will be used to evaluate compliance with County ordinances. (PlaceWorks 2012):

- $L_{50} \approx L_{eq} - 3 \text{ dB}$
- $L_{25} \approx L_{eq}$
- $L_8 \approx L_{eq} + 3 \text{ dB}$
- $L_2 \approx L_{eq} + 7 \text{ dB}$
- $L_{max} \approx L_{eq} + 10 \text{ dB}$

Therefore, the following noise levels (as measured at a distance of 50 feet from the activity) are used in this impact assessment.

Table 11 Source Noise Levels for Complete Trucking Operations at Reference Distance of 50 feet

L_{eq}	L_{50}	L_{25}	L_8	L_2	L_{max}
73 dBA	70 dBA	73 dBA	76 dBA	80 dBA	83 dBA

Source: Caltrans, 2013 and PlaceWorks 2012 (measurements of truck operations for Parriott/Macy's Truck Yard Project.

"Trucking operations" include truck approach, maneuvering, backing, warning beeps, trailer coupling/de-coupling, idling, air brake discharge, and pull-away.

Greyed entry for L_{eq} is not applicable to the County standards. This information is shown for completeness only.

Comparing Table 11 with the noise standards for the adjacent industrial properties, project truck-loading operations would be below the applicable standards. Noise from project truck loading would attenuate further so that it would not be audible at residences 1,700 feet away. It should be noted that the surrounding properties are not particularly noise sensitive and are already exposed to these types of industrial warehouse noise from their own or other nearby operations. Noise from truck maneuvering and loading would not cause substantial noise increases and would not interfere with the operation of these nearby uses.

In summary, noise levels from trucking activities near or in the loading bays of the proposed project and mechanical stationary equipment would not exceed the noise level standards for noise-sensitive receptors and

⁸ Noise level relationships established via reference measurements for a proposed trucking operation project in the City of Industry Data taken on 8/23/12 for Parriott/Macy's Trucking Project; PlaceWorks project IND-07.102.

4. Environmental Analysis

would not disrupt operations at the adjacent industrial properties. Thus, operational impacts would be less than significant.

Construction Activities

Two types of short-term noise impacts could occur during construction: (1) noise from transport of workers, material deliveries, and hauling and; (2) noise from use of onsite construction equipment.

Construction Vehicles

The transport of workers and materials to and from the construction site would incrementally increase noise levels along site access roadways. Individual construction vehicle pass-bys may create momentary noise levels of up to approximately 85 dBA (L_{max}) at 50 feet from the vehicle, but these occurrences would generally be infrequent and short lived. Therefore, noise impacts from construction vehicles would be less than significant.

Construction Equipment

The second type of construction noise is from onsite construction activities. Noise generated by onsite construction equipment is based on the type of equipment used, its location relative to sensitive receptors, and the timing and duration of noise-generating activities. Each stage of construction involves different kinds of equipment and has distinct noise characteristics. Noise levels from construction activities are typically dominated by the loudest several pieces of equipment. The dominant equipment noise source is typically the engine, although work-piece noise (such as dropping of materials) can also be noticeable.

Heavy equipment, such as a dozer or a loader, can have maximum, short-duration noise levels in excess of 80 to 85 dBA at 50 feet. However, overall noise emissions vary considerably, depending on what specific activity is being performed at any given moment. Noise attenuation due to distance, the number and type of equipment, and the load and power requirements to accomplish tasks at each construction phase would result in different noise levels from construction activities at a given receptor. Since noise from construction equipment is intermittent and diminishes at a rate of at least 6 dB per doubling of distance (conservatively ignoring other attenuation effects from air absorption, ground effects, and/or shielding/scattering effects), the average noise levels at noise-sensitive receptors could vary considerably, because construction equipment would move around the site with different loads and power requirements. At the nearest residences (for which the County has allowable standards shown in Table 10), on Clarkgrove Street approximately 1,700 feet from the project site, noise from onsite construction activities would not be audible above local roadway and railroad noise. The project would comply with the noise ordinance hours of 7:00 AM to 7:00 PM and would ensure that all internal combustion equipment and machinery is equipped with suitable exhaust and air intake silences in proper working order. This would be a less than significant impact.

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact.

4. Environmental Analysis

The Federal Transit Administration (“FTA”) provides criteria for acceptable levels of groundborne vibration for various types of special buildings that are sensitive to vibration. In the absence of local thresholds for potential architectural damage to buildings, the FTA criteria are used in this analysis.

Structures amplify groundborne vibration, and wood-frame buildings, such as typical residences or historical structures, are more affected by ground vibration than heavier concrete buildings. The FTA criterion for concrete structures, such as those surrounding the project site, is a peak particle velocity (PPV) of 0.5 in/sec.

Operational Activities

Operation of the proposed project would not generate substantial levels of vibration because there are no notable sources of vibrational energy associated with the project, such as rail, subways, or heavy mechanical equipment. The use of truck transportation and machines such as forklifts are typical of warehouse facilities are not considered heavy equipment, and would not create substantial sources of vibration. Thus, operation of the proposed project would not result in significant groundborne vibration impacts.

Construction Activities

The project would construct a warehouse building on a currently vacant lot. Construction activities can generate ground vibration that varies depending on the construction procedures, equipment used, and proximity to vibration-sensitive uses. Construction equipment generates vibrations that spread through the ground and diminish in amplitude with distance.

Development of the proposed project is expected to use construction equipment such as bulldozers, graders, and loaders/backhoes, excavators, rollers, and paving equipment. However, the use of high-vibration equipment such as pile drivers is not anticipated.

Table 12, *Typical Vibration Levels Produced by Common Construction Equipment*, shows the typical vibration levels (in PPV) of some common construction equipment and haul trucks (loaded trucks). Potential vibration effects that could result in architectural damage are typically evaluated in terms of the PPV metric.

Table 12 Vibration Levels Produced by Common Construction Equipment

Equipment	Peak Particle Velocity in inches per second		
	at 25 ft.	at 50 ft.	at 150 ft.
Vibratory Roller	0.210	0.074	0.014
Large Bulldozer	0.089	0.031	0.006
Loaded Trucks	0.076	0.027	0.005
Jackhammer	0.035	0.012	0.002
Small Bulldozer	0.003	0.001	0.000

Source: FTA 2006.

There are no nearby land uses that would be vibration sensitive in terms of potential annoyance, since the land uses surrounding the project site are industrial, manufacturing, and warehouses. The nearest structure to the project site is the adjacent warehouse building to the west. As shown in Table 12, vibration levels from equipment anticipated for use would result in vibration levels less than 0.5 PPV in/sec. Therefore, architectural-damage vibration impacts from construction would be less than significant.

4. Environmental Analysis

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Less than Significant Impact.

Operational noise at the project would include large truck movement, including backing up to loading docks, use of forklifts, pallet jacks, and dumpsters. Heating, ventilation, and cooling equipment would be located on the roof of the building and would be above the pedestrian level and therefore would not be audible above existing street noise. Loading dock noise, including forklifts, pallet jacks, solid waste and compactors will be adjacent to the building. There are no sensitive receptors adjacent to the project, and as shown in Figure 3, the project site is surrounded by existing buildings. These buildings will serve to block noise from operational activity. Because noise would be blocked by existing buildings, or be above receptors on the sidewalk, operational noise impacts are considered less than significant.

Long-term traffic impacts could be significant if the project creates activity or generates a volume of traffic that would substantially raise the ambient noise levels. A substantial increase in ambient noise is defined as 3 dB CNEL, since, outside of laboratory conditions, a noise increase of 3 dB would be considered potentially perceptible.

Development of the proposed project would cause increases in traffic along local roadways. The project would generate noise associated with additional vehicles traveling to and from the project site on local roadways. Per the traffic impact analysis, the project is estimated to generate 379 daily trips (497 daily passenger car equivalent [PCE] trips) (PlaceWorks 2018). In comparison to existing traffic flows at the roads in the vicinity of the project, the project increase in traffic would be minimal. For example, existing average daily trips (ADT) on Valley Boulevard, from Proctor Avenue to Hacienda Boulevard is 35,802, and on Hacienda Boulevard from Valley Boulevard to Don Julian Road is 42,055. Hacienda Boulevard from Don Julian Road to Gale Avenue is 41,535 ADT. The project contribution of 497 trips represents an increment of less than 1 percent of the existing traffic. This small increment in volumes translates to negligible traffic-generated noise.

Traffic noise levels were estimated using the FHWA Highway Traffic Noise Prediction Model. Traffic volumes for existing and 2020 conditions—without and with the project—were obtained from the Traffic Impact Analysis prepared for the project (Appendix E). The FHWA model predicts noise levels through a series of adjustments to a reference sound level. These adjustments account for distances from the roadway, traffic flows, vehicle speeds, car/truck mix, length of exposed roadway, and road width. The distances to the 70, 65, and 60 CNEL contours for selected roadway segments in the vicinity of the project site are included in Appendix D.

Tables 13 and 14 present the traffic noise conditions at 50 feet from the centerline of each roadway segment and the noise level increases on roadways over existing conditions and cumulative 2020 conditions, respectively. The cumulative condition accounts for the growth in transportation demand within the general region and includes the increases that would occur due to implementation of the proposed project. As shown in Tables 13 and 14, the increases would be well below the perceptibility threshold of 3 dB. Therefore, no roadways in the vicinity of the project site would experience project-generated increases in traffic noise levels

4. Environmental Analysis

that would be significant. Community noise environments would not appreciably change as a result of project implementation. Therefore, traffic noise increases would be less than significant.

Table 13 Project Traffic Noise Increases

Roadway	Segment	Existing ¹	Existing plus Project ¹	Increase	Potentially Significant?
Hacienda Blvd	N. of Nelson Ave	76.7	76.8	0.1	No
Nelson Ave	W. of Hacienda Blvd	68.3	68.3	0.0	No
Nelson Ave	E. of Hacienda Blvd	63.9	63.9	0.0	No
Hacienda Blvd	Nelson Ave to Stafford St	76.9	76.9	0.0	No
Stafford St	W. of Hacienda Blvd	65.3	65.3	0.0	No
Stafford St	E. of Hacienda Blvd	71.6	71.6	0.0	No
Hacienda Blvd	Stafford St to Valley Blvd	77.9	77.9	0.0	No
Hacienda Blvd	Valley Blvd to Don Julian Rd	77.8	77.8	0.0	No
Hacienda Blvd	Don Julian Rd to Gale Ave	77.7	77.8	0.1	No
Don Julian Rd	W. of Hacienda Blvd	71.2	71.2	0.0	No
Gale Ave	W. of Hacienda Blvd	74.4	74.4	0.0	No
Gale Ave	E. of Hacienda Blvd	75.1	75.1	0.0	No
Hacienda Blvd	S. of Gale Ave	77.8	77.9	0.1	No
Valley Blvd	W. of Turnbull Canyon Rd	77.6	77.6	0.0	No
Valley Blvd	E. of Turnbull Canyon Rd	76.8	76.8	0.0	No
Valley Blvd	Turnbull Canyon Rd to Proctor Ave	76.8	76.9	0.1	No
Turnbull Canyon Rd	S. of Valley Blvd	70.1	70.1	0.0	No
Valley Blvd	Proctor Ave to Hacienda Blvd	77.8	77.9	0.1	No
Proctor Ave	W. of Valley Blvd	68.1	68.1	0.0	No
Valley Blvd	Hacienda Blvd to S Stimson Ave	78.1	78.1	0.0	No
Stimson Ave	N. of Valley Blvd	65.1	65.1	0.0	No
Valley Blvd	E. of Stimson Ave	78.2	78.2	0.0	No
Stimson Ave	S. of Valley Blvd	74.6	74.6	0.0	No

Traffic noise model calculation worksheets are included in Appendix D.

¹ Noise levels at 50 feet from the roadway centerline.

Table 14 Cumulative 2020 Project Traffic Noise Increases

Roadway	Segment	2020 No Project ¹	2020 plus Project ¹	Increase	Potentially Significant?
Hacienda Blvd	N. of Nelson Ave	76.9	76.9	0.0	No
Nelson Ave	W. of Hacienda Blvd	68.3	68.3	0.0	No
Nelson Ave	E. of Hacienda Blvd	63.9	63.9	0.0	No
Hacienda Blvd	Nelson Ave to Stafford St	77.0	77.1	0.1	No
Stafford St	W. of Hacienda Blvd	65.4	65.4	0.0	No
Stafford St	E. of Hacienda Blvd	71.7	71.7	0.0	No
Hacienda Blvd	Stafford St to Valley Blvd	78.0	78.1	0.1	No
Hacienda Blvd	Valley Blvd to Don Julian Rd	77.9	78.0	0.1	No
Hacienda Blvd	Don Julian Rd to Gale Ave	77.8	77.9	0.1	No
Don Julian Rd	W. of Hacienda Blvd	71.3	71.3	0.0	No
Gale Ave	W. of Hacienda Blvd	74.5	74.5	0.0	No

4. Environmental Analysis

Table 14 Cumulative 2020 Project Traffic Noise Increases

Roadway	Segment	2020 No Project ¹	2020 plus Project ¹	Increase	Potentially Significant?
Gale Ave	E. of Hacienda Blvd	75.2	75.2	0.0	No
Hacienda Blvd	S. of Gale Ave	78.0	78.0	0.0	No
Valley Blvd	W. of Turnbull Canyon Rd	77.7	77.7	0.0	No
Valley Blvd	E. of Turnbull Canyon Rd	76.9	76.9	0.0	No
Valley Blvd	Turnbull Canyon Rd to Proctor Ave	77.0	77.0	0.0	No
Turnbull Canyon Rd	S. of Valley Blvd	70.2	70.2	0.0	No
Valley Blvd	Proctor Ave to Hacienda Blvd	78.0	78.1	0.1	No
Proctor Ave	W. of Valley Blvd	68.3	68.3	0.0	No
Valley Blvd	Hacienda Blvd to S Stimson Ave	78.2	78.2	0.0	No
Stimson Ave	N. of Valley Blvd	65.2	65.2	0.0	No
Valley Blvd	E. of Stimson Ave	78.3	78.3	0.0	No
Stimson Ave	S. of Valley Blvd	74.7	74.7	0.0	No

Notes: Traffic noise model calculation worksheets are included in Appendix D.

¹ Noise levels at 50 feet from the roadway centerline.

- d) **A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

Less than Significant Impact. As presented in Impact 4.12.a, above, project-generated construction noise would be less than significant with adherence to the requirements of the County Code. The use of equipment such as forklifts and pallet jacks is consistent with the other warehouse buildings adjacent to the project and is not expected to increase ambient noise levels.

- e) **For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. The project site is not in an area covered by an airport land use plan or within 2 miles of a public airport or public-use airport. The nearest public airport is El Monte Airport, approximately 6 miles northwest of the site. While light plane and other aircraft noise is occasionally noticeable in the project area, the project is well beyond any airport's 60 dBA CNEL zone. Therefore, the proposed project would not expose people to excessive noise levels.

- f) **For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?**

No Impact. The City of Industry Civic Financial Center Heliport exists 0.25 mile north of the project site (Airnav 2018). The project site is located in an urbanized area of similar use types, and the proximity of the project site to the existing heliport would not create excessive noise levels for workers of the proposed project as it would adhere to all federal and state regulations.

4. Environmental Analysis

4.13 POPULATION AND HOUSING

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

- a) **Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

No Impact. The project would not develop housing or extend infrastructure into currently unserved areas. Project operation is expected to generate 87 jobs, as shown in Table 15. The unemployment rate in Los Angeles County in May 2018 was estimated to be 3.7 percent (DOL 2018). Thus, it is expected that project employment would be absorbed from the regional labor force and would not attract new workers into the region. Project construction would generate temporary jobs, but construction employment is also expected to be absorbed from the regional labor force rather than attracting new workers into the region. No impact would occur.

Table 15 Estimated Operational Project Employment

Use	Square Feet	Employment Generation	
		Square Feet per Job ¹	Total Employment
Manufacturing/Warehouse	71,384	1,040	69
Office	8,928	487	18
Total	90,312	Not applicable	87

¹ Source: Natelson 2001.

- b) **Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?**

No Impact. The project site is zoned Industrial; residential uses onsite are not permitted. There is no housing onsite, and project development would not displace housing. No impact would occur.

4. Environmental Analysis

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

No Impact. There are no residents onsite, project development would not displace residents. The project site is zoned Industrial and residential uses are not permitted. Therefore, no impact would occur.

4.14 PUBLIC SERVICES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?				X
d) Parks?			X	
e) Other public facilities?				X

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a) Fire protection?

Less Than Significant Impact. The Los Angeles County Fire Department provides fire protection and emergency medical services to the City of Industry, the City of La Puente, and the unincorporated communities of Avocado Heights and Hacienda Heights. The nearest fire station to the project site is Station 43 at 921 South Stimson Avenue in the City of Industry, about 0.6 mile to the southeast. Project development would result in an increase in demands for fire protection and emergency medical services compared to the existing vacant site. The proposed project would comply with the City’s Municipal Code, Section 17.36.080, Standard Conditions of Approval, which indicates specific fire and life-safety requirements for the construction phase of future projects would be addressed at the building and fire plan check review. Impacts would be less than significant.

b) Police protection?

Less Than Significant Impact. The Los Angeles County Sheriff’s Department provides police protection to the City of Industry. The nearest sheriff’s station to the project site is the Industry Station at 150 North Hudson Avenue in the City of Industry, about 0.3-mile northeast of the project site. Development of the new occupied warehouse building would likely result in a more secure environment than the existing vacant

4. Environmental Analysis

site, as the proposed project would include safety features such as security lighting. Additionally, the number of emergency calls taken by the Industry Station has declined since 2004, decreasing the service needs of the Industry Station (Industry 2014b). Project development would not require construction of new or expanded sheriff's stations, and impacts would be less than significant.

c) Schools?

No Impact. The project site is within the Hacienda La Puente Unified School District. Demand for schools is generated by the number of residential units in a school's attendance area. The project applicant would contribute to school impact fees. The project site is not zoned residential and would not develop additional residences and would not generate students. No impact would occur.

d) Parks?

Less Than Significant Impact. The closest park to the project site, La Puente City Park, is approximately 0.58-mile north of the project site. Demand for parks is generated by the population within each park's service area, and is generally associated with the increase of housing or population in an area. The project would not increase residential population, but would increase daytime workforce population in the service area. Additional workforce that would utilize park facilities would be minimal and would not create demand for additional parks. Impacts would be less than significant.

e) Other public facilities?

No Impact. Demand for library services is generated by the population within a library's service area. The project would not increase population and would not create demand for libraries. No impact would occur.

4.15 RECREATION

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. RECREATION.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. The proposed project would not increase the use of existing neighborhood or regional parks, as demands for parks are generated by an increase in population or housing in the park's

4. Environmental Analysis

service areas. While daytime workforce populations could contribute to park usage, this increase would be minimal. The project would not increase residential population and would not significantly increase the use of parks. Impacts would be less than significant.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

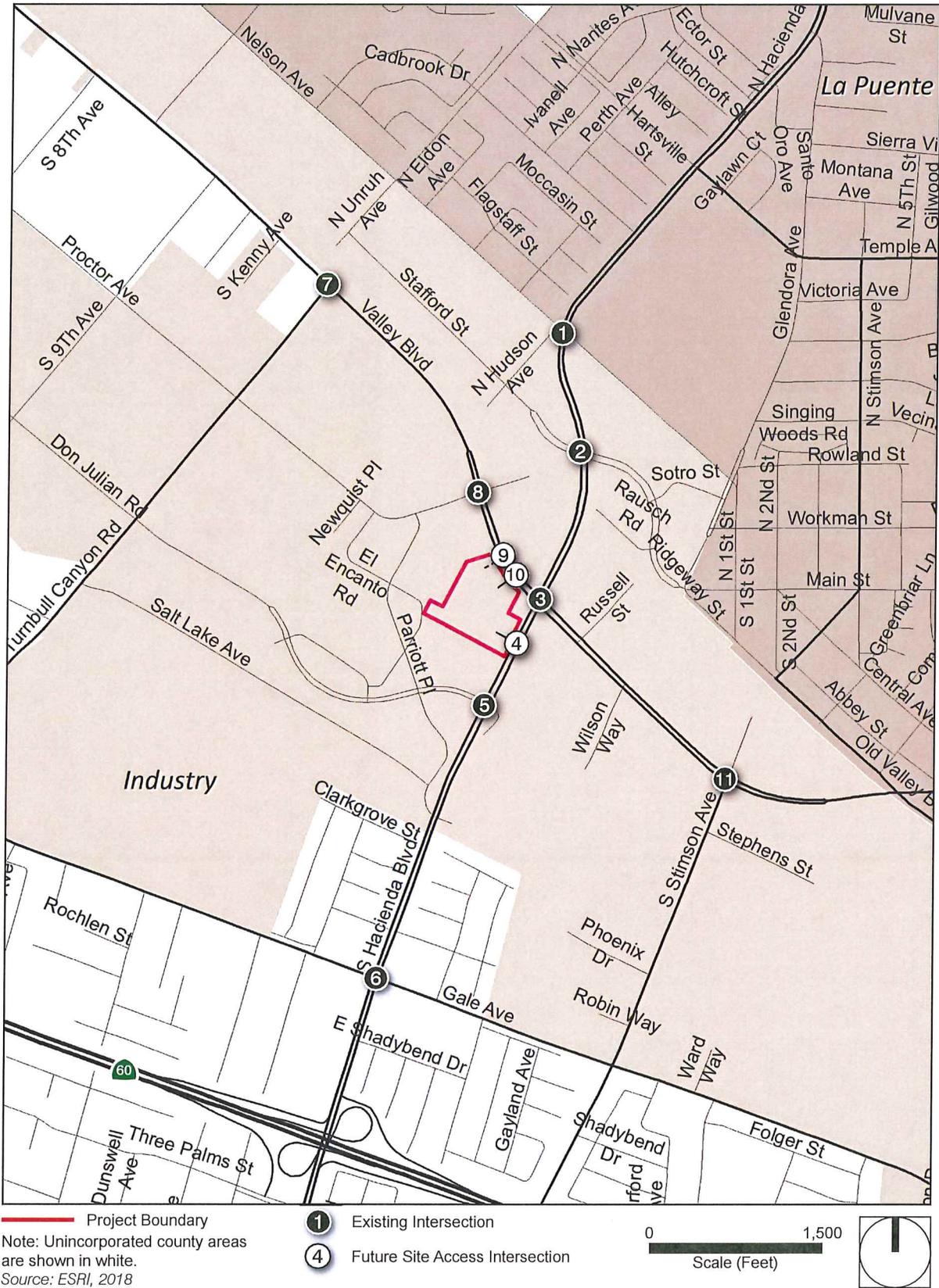
No Impact. The project would not develop recreational facilities, and since there are no homes as part of the project, would not require development of such facilities. No impact would occur.

4.16 TRANSPORTATION/TRAFFIC

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. TRANSPORTATION/TRAFFIC. Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Alter waterborne, rail, or air traffic?			X	
e) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
f) Cause an effect upon, or a need for new or altered maintenance of roads?			X	
g) Cause an effect upon circulation during the project's construction?			X	
h) Result in inadequate emergency access?			X	
i) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

The information in this section is based in part on the Transportation Impact Analysis (TIA) for 333 South Hacienda Boulevard completed by PlaceWorks in August 2018; a complete copy of this report is included as Appendix E to this Initial Study. Intersections and roadways studied in the TIA are shown in Figure 8.

Figure 8 - Roadway Network and Study Intersections
4. Environmental Analysis



4. Environmental Analysis

This page intentionally left blank.

4. Environmental Analysis

- a) **Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?**

Less Than Significant Impact.

Existing Conditions

Roadways

The study area was determined based on the anticipated attendance area, a review of the circulation network, the number of trips generated by the project, and consultation with County transportation staff. Functional roadway classifications listed below are based on the City of Industry General Plan Circulation Element.

- **Don Julian Road.** This east-west four lane undivided roadway is classified a collector. It contains paved sidewalks, posted speed limit of 35 mph, and no marked bike lanes.
- **Gale Avenue.** This east-west four lane undivided roadway is classified a secondary highway west of Azusa Avenue and a collector east of Azusa Avenue. It contains paved sidewalks, posted speed limit of 35 mph, and no marked bike lanes.
- **Hacienda Boulevard.** This north-south six lane divided roadway is classified a major highway. It contains paved sidewalks, posted speed limit of 40 mph, and no marked lanes.
- **Nelson Avenue.** This east-west two-lane undivided roadway is classified a collector. It contains paved sidewalks and no marked bike lanes. The posted speed limit is 35 mph and 25 mph in the school zone.
- **Proctor Avenue.** This east-west four lane divided roadway is classified a collector. It contains paved sidewalks, posted speed limit of 35 mph, and no marked bike lanes.
- **Stafford Street.** This east-west two lane undivided to four lane divided roadway is classified a local street. It contains paved sidewalks and no marked bike lanes.
- **Stimson Avenue.** This north-south roadway four lane undivided roadway is classified a secondary highway. It contains paved sidewalks, posted speed limit of 40 mph, and no marked bike lanes.
- **Turnbull Canyon Road.** This north-south four lane undivided roadway is classified a secondary highway west of Azusa Avenue and a collector east of Azusa Avenue. It contains paved sidewalks, posted speed limit of 35 mph, and no marked bike lanes
- **Valley Boulevard.** This east-west six lane divided roadway is classified a major highway. It contains paved sidewalks, posted speed limit of 45 mph, and no marked bike lanes.

4. Environmental Analysis

Based on consultation with the City's Public Works staff, and the calculated project trip generation and distribution for the project, the following intersections were analyzed:

- Hacienda Boulevard at Nelson Avenue
- Hacienda Boulevard at Stafford Street
- Hacienda Boulevard at Valley Boulevard
- Hacienda Boulevard at Southern Driveway
- Hacienda Boulevard at Don Julian Road
- Hacienda Boulevard at Gale Avenue
- Turnbull Canyon Road at Valley Boulevard
- Proctor Road at Valley Boulevard
- Western Driveway at Valley Boulevard
- Eastern Driveway at Valley Boulevard
- Stimson Ave at Valley Boulevard

All study intersections, except for the project access driveways at Hacienda Boulevard and at Valley Boulevard, are signalized.

Pedestrian and Bicycle Facilities

There are currently paved sidewalks on Valley Boulevard and Hacienda Boulevard along the project site frontage. There are no bicycle facilities near the project site.

Public Transit

Foothill Transit operates public transit bus routes in the vicinity of Industry. Lines 185 and 194 are the two closest bus routes to the project site. Line 185 runs north-south, serving Hacienda Heights, Industry, La Puente, West Covina, Irwindale, and Azusa, with approximately a one-hour time travel interval. If taking Line 185, passengers can embark/disembark at Hacienda Boulevard and Don Julian Road South, then enter through the southern driveway or use the Hacienda Boulevard and Valley Boulevard stop to enter the eastern driveway. Line 194 runs east-west, serving El Monte, Industry, La Puente, Walnut, and Pomona, with an approximate time travel of 50 minutes. If taking Line 194, passengers can embark/disembark at Valley Boulevard and Proctor Avenue, then enter at the western or eastern driveway.

Methodology

The methodology used for the preparation of this traffic impact study is consistent with the requirements for the City and was developed in coordination with City staff. A memorandum of understanding (MOU) was prepared and reviewed by the City to establish the methodologies and key assumptions for the preparation of this traffic study.

Definition of Level of Service

Roadway capacity is generally limited by the ability to move vehicles through intersections. A level of service is a standard performance measurement to describe the operating characteristics of a street system in terms of the level of congestion or delay experienced by motorists. Service levels range from A through F to

4. Environmental Analysis

represent traffic conditions from best (uncongested, free-flowing conditions) to worst (total breakdown with stop-and-go operation).

Intersection LOS

In conformance with the City’s requirements, existing AM and PM peak hour operating conditions for the key signalized study intersections were evaluated using the Intersection Capacity Utilization method. The ICU technique is intended for signalized intersection analysis and estimates the volume-to-capacity (V/C) relationship for an intersection based on the individual V/C ratios for key conflicting traffic movements. The ICU value translates to an LOS grade. Descriptions of the LOS letter grades for signalized intersections and the relationships between the various V/C ratios are provided in Table 16, *Intersection LOS Criteria for Signalized Intersections*. To determine the LOS at the signalized intersections in Industry per City requirements, the ICU calculations used a lane capacity of 1,600 vehicles per hour for left-turn, thru, and right-turn lanes, with a lost time of 10 seconds per cycle. Intersection operation was analyzed using the Vistro version 6 software.

Table 16 Intersection LOS Criteria for Signalized Intersections

Level of Service	Description	V/C Ratio
A	No physical restriction on operating speeds.	0.000–0.600
B	Stable flow with few restrictions on operating speed	0.601–0.700
C	Stable flow and more restrictions on speed and lane changing due to higher volumes of traffic	0.701–0.800
D	Approaching unstable flow conditions with little freedom to maneuver and which may be intolerable for short periods	0.801–0.900
E	Absolute capacity of the road. Characterized by unstable flow, lower operating speeds than LOS D, and some momentary stoppages may occur	0.901–1.000
F	Forced flow operation (more traffic demand than there is capacity on the road) where the roadway acts as a storage area and many stoppages occur	Over 1.000

Source: Traffic Impact Analysis included as Appendix E of this Initial Study.

The methodology used to assess the operation of an unsignalized intersection is based on the Highway Capacity Manual. (HCM 2016) The peak hours selected for analysis are the highest volumes in four consecutive 15-minute periods from 7 to 9 AM and from 4 to 6 PM on weekdays. Per the HCM methodology, overall average intersection delay at all-way-stop intersections was calculated, and the worst-case approach delay was calculated at cross-street-stop intersections. The level of service corresponds to the delay calculated. Table 17, *Unsignalized Intersection Level of Service Descriptions*, describes the level of service concept and the operating conditions expected under each level of service.

4. Environmental Analysis

Table 17 Unsignalized Intersections Level of Service Descriptions

LOS	Description	Average Delay per Vehicle (seconds)
A	Level of Service A occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.	0 to 10.00
B	Level of Service B generally occurs with good progression and/or short cycle lengths. More vehicles stop than for Level of Service A, causing higher levels of average total delay.	10.01 to 15.00
C	Level of Service C generally results when there is fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.	15.01 to 25.00
D	Level of Service D generally results in noticeable congestion. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high volume to capacity ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	25.01 to 35.00
E	Level of Service E is considered to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high volume to capacity ratios. Individual cycle failures are frequent occurrences.	35.01 to 50.00
F	Level of Service F is considered to be unacceptable to most drivers. This condition often occurs with oversaturation, i.e., when arrival flow rates exceed the capacity of the intersection. It may also occur at high volume to capacity ratios below 1.00 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.	50.01 and up

Source: Traffic Impact Analysis included as Appendix E of this Initial Study.

If volume-to-capacity (V/C) ratio is greater than 1.0 for the operation of a signalized or unsignalized intersection, the LOS is F regardless of the delay value.

The software PTV Vistro 6 was used to determine the LOS at the study area intersections. The 2010 Highway Capacity Manual (HCM 2010) unsignalized intersection methodology presents LOS in terms of control delay (in seconds per vehicle).

Acceptable LOS and Thresholds of Significance

The City strives to maintain a peak-hour LOS D at intersections. An impact would occur at City of Industry signalized intersections if the ICU value under With Project conditions is LOS E or F *and* the ICU increase attributable to the project is 0.020 or greater. The impacted intersections should be mitigated to offset the ICU or V/C increment attributable to the project and bring the level of service back to pre-project or cumulative conditions.

Mitigation measures must be identified for intersections that show a significant project impact under the opening year scenario. The percentage of fair-share cost for the project shall be calculated at each location using the total trips generated by the project divided by the total “new” traffic, which is the net increase in traffic volume from all proposed projects and ambient growth. Fair-share cost of mitigation shall be calculated using the fair-share percentage of the project volumes multiplied by total estimated cost of mitigation.

4. Environmental Analysis

Los Angeles County Congestion Management Plan

The Los Angeles County Congestion Management Program (CMP) was issued by Metro in December 2010 (Metro 2010). All freeways and selected arterial roadways are designated elements of the CMP Highway System. The CMP requires that individual development projects of potentially regional significance undergo a traffic impact analysis. Per the CMP Transportation Impact Analysis guidelines, a significant impact may result and a traffic impact analysis is required under these conditions:

- At CMP arterial monitoring intersections where the proposed project would add 50 or more vehicle trips during either morning or evening weekday peak hours.
- At CMP main-line freeway monitoring locations where the proposed project would add 150 or more vehicle trips, in either direction, during either morning or evening weekday peak hours.

The nearest CMP facility is State Route 60 (SR-60), approximately a mile south of the project site. No CMP intersections are in the study area.

Existing Intersections Operations

Existing Traffic Volumes

Weekday AM and PM peak-hour turn movement volumes were collected at the study area intersections. The counts were collected on Wednesday, July 18, 2018. Due to the fact that the traffic counts were conducted in the summer while the nearby La Puente High School is not in session, the City requested that a 5 percent increase be added to the existing traffic count volumes to account for school traffic that occurs most of the year.

Existing Conditions Intersection Operations Analysis

The intersection operations analysis results are summarized in Table 18. As shown in the table, all study area intersections currently operate at acceptable LOS during the peak hours for Existing traffic conditions, except for Stimson Avenue at Valley Boulevard in the PM peak hour.

4. Environmental Analysis

Table 18 Existing Peak Hour Intersection Levels of Service

Intersection	Traffic Control	Jurisdiction	AM Peak Hour		PM Peak Hour	
			V/C	LOS	V/C	LOS
Hacienda Boulevard at Nelson Avenue	Signalized	Industry	0.423	A	0.564	A
Hacienda Boulevard at Stafford Street	Signalized	Industry	0.389	A	0.637	B
Hacienda Boulevard at Valley Boulevard	Signalized	Industry	0.642	B	0.801	D
Hacienda Boulevard at Southern Driveway	-	Industry	-	-	-	-
Hacienda Boulevard at Don Julian Road	Signalized	Industry	0.641	B	0.658	B
Hacienda Boulevard at Gale Avenue	Signalized	Industry	0.530	A	0.898	D
Turnbull Canyon Road at Valley Boulevard	Signalized	Industry	0.386	A	0.464	A
Proctor Road at Valley Boulevard	Signalized	Industry	0.475	A	0.569	A
Western Driveway at Valley Boulevard	-	Industry	-	-	-	-
Eastern Driveway at Valley Boulevard	-	Industry	-	-	-	-
Stimson Ave at Valley Boulevard	Signalized	Industry	0.569	A	1.025	F

LOS calculation worksheets included in the Traffic Impact Analysis included as Appendix E of this Initial Study

Intersections with unacceptable LOS are shown in **bold**.

Intersections 4, 9 and 10 are future project driveways that would be developed with the project.

Project Traffic

The trip generation was calculated based on rates in the ITE Trip Generation Manual (10th edition) for Land Use 150, Warehousing. Table 19, *Project Trip Generation*, shows the trip generation rates and project trip generation for the AM Peak Hour and PM Peak Hour. The project is expected to generate up to 379 daily trips. During the peak hours, the project is expected to generate 38 trips (29 inbound and 9 outbound) during the AM peak hour, and 41 trips (11 inbound and 30 outbound) during the PM peak hour. Because the project is an industrial use, PCE factors were applied. Truck volumes were converted to PCE volumes to reflect the fact that trucks take up more room on the road than automobiles and are typically slower during acceleration and deceleration. In PCE terms, the project will generate up to 497 daily trips. During the peak hours, the project is expected to generate 50 trips (39 inbound and 11 outbound) during the AM peak hour, and 55 trips (15 inbound and 40 outbound) during the PM peak hour.

Table 19 Project Trip Generation

Land Use	Unit ¹	Daily	Trip Generation					
			AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	TSF	1.74	0.13	0.04	0.17	0.05	0.14	0.19
Project Trip (Vehicles)	218	379	29	9	38	11	30	41
Project Trip (PCE)	218	497	39	11	50	15	40	55

Source: Traffic Impact Analysis included as Appendix E of this Initial Study.

¹ TSF=thousand square feet.

² Used the trip generation rates of ITE Code 150 Warehousing from the ITE Trip Generation Manual 10th Edition.

4. Environmental Analysis

The general approach for conducting traffic impact analyses is to evaluate weekday peak hour traffic during the commute peak traffic conditions that generally occur from 7 to 9 AM and 4 to 6 PM.

Trip Distribution and Assignment

The traffic that would be generated by the warehouse building was geographically distributed onto the street network by evaluating the layout of the study area roadway network and reviewing land uses designated residential in the area. The trip distribution was also prepared with feedback from City staff.

Existing Plus Project Traffic Conditions

To assess Existing Plus Project traffic conditions, existing traffic is combined with project traffic. The intersection operations for the Existing Plus Project traffic conditions are shown in Table 20.

Table 20 Existing Plus Project Peak Hour Intersection Levels of Service

Intersection	AM Peak Hour			PM Peak Hour		
	Average Delay (sec/veh)	V/C	LOS	Average Delay (sec/veh)	V/C	LOS
1. Hacienda Boulevard at Nelson Avenue	-	0.426	A	-	0.566	A
2. Hacienda Boulevard at Stafford Street	-	0.391	A	-	0.639	B
3. Hacienda Boulevard at Valley Boulevard	-	0.645	B	-	0.803	D
4. Hacienda Boulevard at Southern Driveway	13.27	0.096	B	14.02	0.042	B
5. Hacienda Boulevard at Don Julian Road	-	0.643	B	-	0.666	B
6. Hacienda Boulevard at Gale Avenue	-	0.535	A	-	0.902	E
7. Turnbull Canyon Road at Valley Boulevard	-	0.388	A	-	0.465	A
8. Proctor Road at Valley Boulevard	-	0.476	A	-	0.570	A
9. Western Driveway at Valley Boulevard	11.71	0.015	B	14.76	0.073	B
10. Eastern Driveway at Valley Boulevard	11.64	0.004	B	14.37	0.015	B
11. Stimson Ave at Valley Boulevard	-	0.570	A	-	1.028	F

LOS calculation worksheets included in the Traffic Impact Analysis included as Appendix E of this Initial Study.
Bold=deficient operations

All study area intersections would operate at acceptable levels of service during the peak hours for Existing Plus Project traffic conditions, except for the intersection of Hacienda Boulevard at Gale Avenue and Stimson Ave at Valley Boulevard, both during the PM peak hour.

4. Environmental Analysis

Future Traffic Conditions

To the daily and peak hour traffic volumes on surrounding roadways has been added ambient growth and traffic generated by the development of future projects that have been approved but not yet built and/or for which development applications have been filed and are under consideration by governing agencies. The ambient growth rate is added to account for area-wide growth not reflected by cumulative development projects.

Opening year traffic forecasts for 2020 traffic conditions are based on two years of ambient growth at 1 percent per year plus the 5 percent adjustment rate to account for school traffic when in session. Cumulative projects are closely related past, present, and reasonably foreseeable probable future projects. The list of cumulative projects and a location map and associated trip generation are included in the Traffic Impact Study, Appendix E. The cumulative development projects assumed in this traffic analysis are estimated to generate 2,836 trip-ends per day during a typical weekday, with approximately 122 vehicle pass-by trips during the AM peak hour and 152 vehicle pass-by trips during the PM peak hour. The trip generation calculations for the cumulative projects are in Appendix E.

The following describes each future scenario evaluated and identifies the intersections that are forecast to operate at unacceptable LOS for each scenario.

2020 No Project Traffic Conditions

The intersection operations for the 2020 No Project conditions have been calculated according to the methodology described earlier and are given in Table 21, *2020 No Project Peak Hour Intersection Levels of Service*.

Table 21 2020 No Project Peak Hour Intersection Levels of Service

Intersection	AM Peak Hour			PM Peak Hour		
	Average Delay (sec/veh)	V/C	LOS	Average Delay (sec/veh)	V/C	LOS
1. Hacienda Boulevard at Nelson Avenue	-	0.434	A	-	0.579	A
2. Hacienda Boulevard at Stafford Street	-	0.403	A	-	0.655	B
3. Hacienda Boulevard at Valley Boulevard	-	0.664	B	-	0.824	D
4. Hacienda Boulevard at Southern Driveway	13.28	-	B	13.46	-	B
5. Hacienda Boulevard at Don Julian Road	-	0.655	B	-	0.671	B
6. Hacienda Boulevard at Gale Avenue	-	0.540	A	-	0.917	E
7. Turnbull Canyon Road at Valley Boulevard	-	0.394	A	-	0.474	A
8. Proctor Road at Valley Boulevard	-	0.499	A	-	0.596	A
9. Western Driveway at Valley Boulevard	11.74	-	B	14.39	-	B
10. Eastern Driveway at Valley Boulevard	11.74	-	B	14.39	-	B
11. Stimson Ave at Valley Boulevard	-	0.581	A	-	1.046	F

LOS calculation worksheets included in the Traffic Impact Analysis included as Appendix E of this Initial Study.

Intersections with unacceptable LOS are shown in **bold**.

Intersections 4, 9 and 10 are future project driveways that would be developed with the project.

4. Environmental Analysis

All study area intersections would operate at acceptable levels of service during the peak hours for 2020 No Project traffic conditions, except for the intersections of Hacienda Boulevard at Gale Avenue and Stimson Ave at Valley Boulevard, both during the PM peak hour. However, Stimson Ave at Valley Boulevard is already operating at an unacceptable LOS in the existing PM peak hour conditions.

2020 With Project Traffic Conditions

To assess future traffic conditions with the project and cumulative projects at the time of project opening year, both project traffic and cumulative projects traffic are added to the 2020 With Project conditions. The intersection operations for the 2020 With Project traffic conditions have been calculated and are listed in Table 22, *2020 With Project Peak Hour Intersection Levels of Service*.

Table 22 2020 With Project Peak Hour Intersection Levels of Service

Intersection	AM Peak Hour			PM Peak Hour		
	Average Delay (sec/veh)	V/C	LOS	Average Delay (sec/veh)	V/C	LOS
1. Hacienda Boulevard at Nelson Avenue	-	0.437	A	-	0.581	A
2. Hacienda Boulevard at Stafford Street	-	0.405	A	-	0.657	B
3. Hacienda Boulevard at Valley Boulevard	-	0.667	B	-	0.826	D
4. Hacienda Boulevard at Southern Driveway	13.50	0.100	B	14.29	0.044	B
5. Hacienda Boulevard at Don Julian Road	-	0.657	B	-	0.679	B
6. Hacienda Boulevard at Gale Avenue	-	0.545	A	-	0.921	E
7. Turnbull Canyon Road at Valley Boulevard	-	0.396	A	-	0.475	A
8. Proctor Road at Valley Boulevard	-	0.500	A	-	0.597	A
9. Western Driveway at Valley Boulevard	11.91	0.015	B	15.21	0.076	C
10. Eastern Driveway at Valley Boulevard	11.84	0.004	B	14.78	0.016	B
11. Stimson Ave at Valley Boulevard	-	0.582	A	-	1.049	F

LOS calculation worksheets included in the Traffic Impact Analysis included as Appendix E of this Initial Study.
Bold=deficient operations

All study area intersections would operate at acceptable levels of service during the peak hours for Existing Plus Project traffic conditions, except for the intersection of Hacienda Boulevard at Gale Avenue and Stimson Ave at Valley Boulevard, both during the PM peak hour.

Impacts

An impact would occur at City signalized intersections if the ICU value under With Project conditions is LOS E or F *and* the ICU increase attributable to the project is 0.020 or greater. A comparison of the intersection

4. Environmental Analysis

LOS tables above indicate that the ICU increases at intersections operating at LOD D or worse are well below the thresholds, and therefore project impacts to study intersections would be less than significant.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less Than Significant Impact. The Los Angeles County Congestion Management Program was issued by Metro in December 2010 (Metro 2010). All freeways and selected arterial roadways are designated elements of the CMP Highway System. The CMP requires that individual development projects of potentially regional significance undergo a traffic impact analysis. Per the CMP Transportation Impact Analysis guidelines, a significant impact may result and a traffic impact analysis is required under these conditions:

- At CMP arterial monitoring intersections where the proposed project would add 50 or more vehicle trips during either morning or evening weekday peak hours.
- At CMP main-line freeway monitoring locations where the proposed project would add 150 or more vehicle trips, in either direction, during either morning or evening weekday peak hours.

The nearest CMP facility is SR-60, approximately a mile south of the project site. No CMP intersections are in the study area. Given the low project trip generation and the distribution patterns discussed in response 4.16.a, above, there would be well less than 150 peak hour trips at SR-60 and less than 50 peak hour trips at any CMP intersection. Impacts would be less than significant.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

No Impact. The nearest public-use airport to the site is San Gabriel Valley Airport about 7.4 miles to the northwest. The site is not in areas surrounding any airport where heights of structures are limited to prevent obstructions to air navigation. Project development would require relocation of air traffic patterns, and no impact would occur.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less Than Significant Impact. The proposed warehousing building will be on the southwest corner of Hacienda Boulevard and Valley Boulevard. Site access would be provided via two driveways on Valley Boulevard and one driveway on Hacienda Boulevard. The traffic impact analysis concluded that no queues would occur at the access driveways. The northbound left turn lane at the intersection of Hacienda Boulevard at the southern driveway access would provide sufficient storage to accommodate the anticipated left turn ingress traffic volumes. Project traffic turning left from Hacienda Boulevard would not spill and block thru traffic.

Based on field observations and a review of aerial photography, Hacienda Boulevard and Valley Boulevard are relatively flat and with minimum curvature—there are no obstructions blocking the line of sight between

4. Environmental Analysis

thru traffic and the access driveways. Sufficient stopping sight distance would be provided. Since the site would be easily accessible from the surrounding streets and the minimum peripheral visibility would be maintained per the Caltrans Highway Design Manual, no mitigation measures would be necessary in regard to site access.

Proposed site access is described above. The designs of access driveways and intersections that would be built as part of the project would not create conflicting turning movements or place queues for driveways on highways or arterial roadways. Impacts would be less than significant.

e) Result in inadequate emergency access?

Less Than Significant Impact. The project site provides three access points, two access points 40 feet wide to accommodate trucks and vehicles, and one 26 feet wide to accommodate passenger vehicles only. The driveways are interconnected and would provide adequate emergency access. Impacts would be less than significant.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

No Impact. Foothill Transit operates public transit bus routes in the vicinity of Industry. Lines 185 and 194 are the two closest bus routes to the site location. Line 185 runs north-south, serving Hacienda Heights, Industry, La Puente, West Covina, Irwindale, and Azusa, with approximately a one-hour time travel interval. Line 194 runs east-west, serving El Monte, Industry, La Puente, Walnut, and Pomona, with an approximate time travel of 50 minutes. Project development would not interfere with operation of Line 185 or 194. There are no paved sidewalks or bicycle facilities near the project site that would be interfered with by project development. Therefore, no impact would occur.

4.17 TRIBAL CULTURAL RESOURCES

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or		X		
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		X		

4. Environmental Analysis

- a) **Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**
- i. **Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?**

Less Than Significant Impact with Mitigation Incorporated. In accordance with Public Resources Code Section 21080.1(d), a lead agency is required to provide formal notification of intended development projects to Native American tribes that have requested to be on the lead agency's list for receiving such notification. The formal notification is required to include a brief description of the proposed project and its location, lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation for tribal cultural resources.

The Soboba Band of Luiseño Indians and the Gabrieleño Band of Mission Indians – Kizh Nation on the City's notification list pursuant to AB 52. A request for notification was received on July 9, 2018 from the Gabrieleño Band of Mission Indians – Kizh Nation. The City prepared notification letters and distributed them to the identified tribal representatives of both tribes on August 15, 2018.

The proposed project site is currently vacant land. No tribal cultural resources have been identified on the project site, and discovery of such resources is unlikely given the highly disturbed and industrial nature of the proposed project area. If any tribal cultural resource is found on the project site, excavation will be halted, mitigation measures CUL-1 and CUL-2 shall be implemented as necessary, and the Native American Heritage Commission will be contacted. No significant impacts to tribal cultural resources are expected to occur as a result of the proposed project. Impacts would be less than significant.

- ii. **A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?**

Less than Significant. The City prepared notification letters and distributed them to the identified tribal representatives on August 15, 2018. A request for notification was received on July 9, 2018 from the Gabrieleño Band of Mission Indians – Kizh Nation. The City prepared notification letters and distributed them to the identified tribal representatives of both tribes on August 15, 2018. There is no substantial evidence that tribal cultural resources are present on the existing project site. If any tribal cultural resource is found on the project site, excavation will be halted, mitigation measures CUL-1 and CUL-2 shall be implemented as necessary and the Native American Heritage Commission will be contacted. No significant impacts to tribal cultural resources are expected to occur as a result of the proposed project. Impacts would be less than significant.

4. Environmental Analysis

4.18 UTILITIES AND SERVICE SYSTEMS

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?			X	
e) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

a) Exceed waste water treatment requirements of the applicable Regional Water Quality Control Board?

Less Than Significant Impact. Project construction would comply with the Statewide General Construction Permit, and project operation would comply with Los Angeles County's SUSMP Manual, as substantiated above in Section 4.9.a. The proposed project would be warehouse-distribution land use and would not require a separate waste discharge permit from the Los Angeles RWQCB. Project development would not exceed waste discharge requirements of the Los Angeles RWQCB, and impacts would be less than significant. No mitigation is necessary.

b) Require or result in the construction of new water or waste water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact.

Water Treatment

The City of Industry Waterworks System ("IWS") would provide water to the project site. The City is serviced by six water purveyors: City of Industry Waterworks Systems, Suburban Water Systems, Rowland

4. Environmental Analysis

Water District, San Gabriel Valley Water Company (SGVWC), Walnut Valley Water District, and La Puente Valley County Water District (LPVCWD) (Industry 2018). LPVCWD services the project area (Industry 2018).

LPVCWD’s primary source of water is sourced from its well field located in the City of Baldwin Park, which pump water from the Main San Gabriel Groundwater Basin; LPVCWD has three active wells (LPVCWD 2015).

SGVWC and LPVCWD water supplies each consist of groundwater from the Basin and recycled water for nonpotable uses. Groundwater from the Basin is treated with air stripping, ion exchange treatment, liquid phase granular activated carbon adsorption, oxidation with peroxide injection and ultraviolet light, and disinfection using chlorine (Stetson 2011).

Project Water Demand

Project water demand is estimated as 4,464 gallons per day (gpd), that is, 125 percent of forecast wastewater generation estimated below in Table 23 using wastewater generation factors from the City of Los Angeles (LACSD 2007). It is assumed that approximately 25 percent of project water use would be for landscape irrigation.

LPVCWD serves a population of approximately 8,000; the annual water demand of LPVCWD is 620 million gallons, and the annual per capita consumption of LPVCWD is approximately 77,000 gallons, which is approximately 212 gpd per capita (LPVCWD 2015).

The project applicant would be required to obtain a “will-serve” letter to ensure that sufficient water supply is available to serve the project. Because the project is consistent with the existing general plan and zoning of the site, it is also within the growth assumptions of the theoretical buildout of the General Plan Update (Industry 2014a). As the amount of water demand is below the water capacity of the LPVCWD, the proposed project would not be required to build new or expand existing water treatment facilities to meet the project’s incremental increase in water demand, and impacts would be less than significant.

Table 23 Estimated Project Wastewater Generation

Land Use	Square Feet	Wastewater Generation, gallons per day	
		Per square foot ¹	Total
Warehouse	71,384	0.025	1,785
Office	8,928	0.2	1,786
Total	80,312	Not applicable	3,571

¹ Source: LACSD 2007. For warehouse with office use separate factors are used for each type of use as directed in the aforementioned reference.

Wastewater Treatment

The Los Angeles County Sanitation Districts provide wastewater treatment for much of Los Angeles County including the project site. Wastewater from the project site and surrounding area is treated at the San Jose Creek Water Reclamation Plant in unincorporated Los Angeles County near the west boundary of the City of Industry. The reclamation plant has capacity of 100 million gallons per day (mgd) and average wastewater flows of 52.38 mgd, for residual capacity of 47.62 mgd (LACSD 2018).

4. Environmental Analysis

Estimated Project Wastewater Generation

The project is estimated to generate about 3,571 gallons of wastewater per day, as shown above in Table 23. As shown in the General Plan EIR (Industry 2014b), there is adequate wastewater treatment capacity in the region for project-generated wastewater, and project development would not require construction of new or expanded wastewater treatment facilities. Impacts would be less than significant.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less Than Significant Impact. The project would install culverts connecting to existing storm drains in surrounding roadways. The onsite portions of such installation would be part of the portion of the whole project conducted onsite for which impacts are evaluated throughout Chapter 4 of this Initial Study. The portions of such installations in roadways would involve trenching between the edge of the roadway right-of-way and the existing storm drain in the roadway. Such trenching would be in existing paved roadway(s) in areas already disturbed by previous construction and would create impacts similar to those for construction already addressed in this initial study. Respecting potential traffic impacts of such installations, the Los Angeles County Sheriff's Department would be notified before any temporary lane closures. This impact is less than significant.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less Than Significant Impact. IWS would provide water to the project site. The City is serviced by six water purveyors: City of Industry Waterworks Systems, Suburban Water Systems, Rowland Water District, SGVWC, Walnut Valley Water District, and LPVCWD (Industry 2018). LPVCWD services the project area (Industry 2018).

Of those six water purveyors, Rowland Water District, SGVWC, and Walnut Valley Water District issue an Urban Water Management Plan. The water supply and demand information for the project region was obtained from the Integrated Regional Water Management Plan for the Upper San Gabriel and Rio Hondo Subregion of the Greater Los Angeles County Integrated Regional Water Management (IRWM) region.⁹

The Integrated Regional Water Resources Management Plan for the Greater Los Angeles County IRWM region was prepared by the Los Angeles County Department of Public Works in 2013. The Department of Public Works forecasts that water supplies will be adequate to meet water demands in the Upper San Gabriel and Rio Hondo Subregion through the 2015 to 2035 period, as shown in Table 24.

⁹ The regional water wholesaler for the project region is the Upper San Gabriel Valley Municipal Water District. However, the district's 2010 Urban Water Management Plan excludes groundwater in forecasts of water supplies; thus, water supply and demand data from the Upper San Gabriel and Rio Hondo Subregion were used.

4. Environmental Analysis

Table 24 Projected Water Supplies, Upper San Gabriel River and Rio Hondo IRWM Subregion, Acre-Feet per Year

	2015	2020	2025	2030	2035
Water Supplies					
Groundwater	207,696	217,764	218,766	221,376	222,609
Imported Water	120,442	118,371	121,568	125,114	126,887
Recycled Water	12,356	15,621	17,217	18,903	20,572
Local Surface Water	18,380	18,341	18,341	18,341	18,341
Conservation	22,691	24,718	27,563	30,016	32,258
Stormwater Capture and Direct Use	1,428	0	0	0	0
Water Transfers	0	0	0	0	0
Total	382,993	394,816	403,456	413,751	420,668
Water Demands					
Water Demands	325,122	341,951	349,647	357,392	363,856
Residual Supply	57,871	52,865	53,809	56,359	56,812

Source: IRWM 2013.

Estimated Project Water Demands

Project operation is forecast to use about 4,464 gpd of water, or approximately 5 acre-feet per year. There are sufficient water supplies in the region to meet estimated project water demands, and project development would not require new or expanded water supplies. Impacts would be less than significant.

- e) **Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?**

Less Than Significant Impact. There is adequate wastewater treatment capacity in the region for estimated project-generated wastewater, as substantiated above in Section 4.18.b. Project development would not require construction of new or expanded wastewater treatment facilities, and impacts would be less than significant.

- f) **Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?**

Less Than Significant Impact. In 2017, the most recent year for which data are available, 94 percent of solid waste landfilled from the City was disposed of at the four facilities, listed in Table 25 (CalRecycle 2018a). All four landfills accept mixed municipal waste, and construction and demolition waste. Badlands Sanitary Landfill, Olinda Alpha Sanitary Landfill, and Simi Valley Landfill and Recycling accept industrial waste.

4. Environmental Analysis

Table 25 Landfills Serving City of Industry

Facility and Nearest City	Remaining Capacity, Cubic Yards	Permitted Daily Throughput, Tons	Average Daily Disposal, Tons	Residual Capacity, Tons per Day	Estimated Closing Date
Badlands Sanitary Landfill, Riverside County	15,748,799	4,800	2,145 ¹	2,655	2022
El Sobrante Landfill Corona, Riverside County	145,530,000	16,054	3,129 ²	12,925	2045
Olinda Alpha Sanitary Landfill Brea, Orange County	34,200,000	8,000	6,900 ³	1,100	2021
Simi Valley Landfill and Recycling Center, Ventura County	88,300,000	9,250	4,000 ⁴	5,250	2052
Total	283,778,799	30,904	16,174	21,930	Not applicable

Sources: CalRecycle 2018a; CalRecycle 2018b; CalRecycle 2018c; CalRecycle 2018d; CalRecycle 2018e

¹ CalRecycle 2018b, Daily Landfilled Tonnage, In County Tons

² CalRecycle 2018c, Daily Landfilled Tonnage, In County Tons

³ Hamm 2018

⁴ Tignac 2018

Estimated Project Solid Waste Generation

Project operation is estimated to generate about 1,068 pounds of solid waste per day, or 0.53 ton per day, as shown in Table 26. There is adequate residual landfill capacity in the region for project-generated solid waste, and project development would not require new or expanded landfills. Impacts would be less than significant.

Table 26 Estimated Project Solid Waste Generation

Use	Square Feet	Solid Waste Generation, Pounds per Day	
		Per square foot	Total
Manufacturing	71,384	0.0142	1,014
Office	8,928	0.006	54
Total	80,312	Not applicable	1,068

Source: CalRecycle 2016

g) Comply with federal, state, and local statutes and regulations related to solid waste?

No Impact. The proposed project would be required to comply with all applicable laws and regulations governing solid waste management and disposal, including Chapter 8.20, Integrated Waste Management, of the City of Industry Municipal Code. Section 8.20.040 of the municipal code requires solid waste collection and disposal at an authorized landfill. As noted in section 4.18.f, there is adequate capacity at the landfill; therefore, no impact would occur.

4. Environmental Analysis

4.19 MANDATORY FINDINGS OF SIGNIFICANCE

Issues	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)		X		
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

- a) **Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

Less Than Significant Impact with Mitigation Incorporated. Project development would not substantially reduce the population, range, or habitat of a rare or endangered plant or animal species or fish and wildlife species; would not threaten to eliminate a plant or animal community; and would not eliminate important examples of the major periods of California history or prehistory. The implementation of Mitigation Measures, BIO-1, CUL-1, and CUL-2, included in this initial study would ensure that impacts would be less than significant.

- b) **Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

Less Than Significant Impact with Mitigation Incorporated. The proposed project is considered infill construction on land previously occupied by a large retail store (K-Mart). Construction and operation of the warehouse project will result in additional truck traffic, but fewer cars than associated with the previous use. As the site is surrounded by existing commercial and industrial development. Where appropriate, the environmental checklist questions above include a cumulative construction impact discussion to address the cumulative impacts of the proposed project when developed in conjunction with related projects. As

4. Environmental Analysis

concluded throughout the analysis, the proposed project would include both operation- and construction-related mitigation measures to ensure the proposed project's incremental contribution would be less than cumulatively considerable.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Less Than Significant Impact With Mitigation Incorporated. Two potentially significant impacts on human beings are identified in this Initial Study: construction emissions and hazardous materials release. The implementation of Mitigation Measures, AQ-1, and HAZ-1A, HAZ-1B, and HAZ-2, included herein would reduce each of these impacts to less than significant.

4. Environmental Analysis

This page intentionally left blank.

5. Consultant Recommendation

Based on the information and environmental analysis contained in this Initial Study, we recommend that the City of Industry adopt a Mitigated Negative Declaration for this project. We find that the project would not have a significant effect on the environment after implementation of mitigation measures included in this Initial Study. We recommend that the second category be selected for the City's determination (See Section 5, *Lead Agency Determination*).

Date

Dwayne Mears, AICP, for PlaceWorks

5. Consultant Recommendation

This page intentionally left blank.

6. List of Preparers

LEAD AGENCY

Dina Lomeli, Contract Associate Planner

PLACEWORKS

Dwayne Mears, AICP, Principal, Environmental Services

Mark Teague, AICP, Associate Principal

Julian Capata, Senior Associate

Robyn Chaconas, Project Engineer

Fernando Sotelo, Senior Associate, Transportation

Stephanie Chen, Project Engineer, Air Quality/GHG & Transportation

Steve Bush, Associate Engineer

John Vang, Associate Planner

Natalie Foley, Planner, Noise, Vibration and Acoustics

Josh Carman, Senior Associate, Noise and Vibration

Kenny Pham, Engineer/Planner

Jasmine Osman, Planner

6. List of Preparers

This page intentionally left blank.

7. References

- Airnav.com (Airnav). 2018. Airport Information. <http://www.airnav.com/airports/>.
- Bay Area Air Quality Management District (BAAQMD). 2017, May. California Environmental Quality Act Air Quality Guidelines.
- California Air Pollution Control Officers Association (CAPCOA). 2017. California Emissions Estimator Model (CalEEMod). Version 2016.3.2. Prepared by: BREEZE Software, A Division of Trinity Consultants in collaboration with South Coast Air Quality Management District and the California Air Districts.
- California Air Resources Board. 2017a, October 18. Area Designations Maps/State and National. <http://www.arb.ca.gov/desig/desig.htm>.
- . 2017b, March 14. Final Proposed Short-Lived Climate Pollutant Reduction Strategy. <https://www.arb.ca.gov/cc/shortlived/shortlived.htm>.
- . 2017c, November. California's 2017 Climate Change Scoping Plan: The Strategy for Achieving California's 2030 Greenhouse Gas Target. https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf.
- California Department of Forestry and Fire Protection (CAL FIRE). 2012. Fire Hazard Severity Zones, Los Angeles County. http://frap.fire.ca.gov/webdata/maps/los_angeles/LosAngelesCounty.pdf.
- California Department of Transportation (Caltrans). 2013, November. *Technical Noise Supplement*. Prepared by ICF International.
- . 2011, September 7. California Scenic Highway Mapping System. http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/.
- . 2018, July 2. California Highway Design Manual (HDM). <http://www.dot.ca.gov/design/manuals/hdm.html>.
- California Department of Fish and Wildlife (CDFW). 2017. California Regional Conservation Plans. <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=68626&inline>.
- . 2018. California National Diversity Database. <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data#43018410-cnddb-quickview-tool>.
- California Department of Resources Recycling and Recovery (CalRecycle). 2016. Estimated Solid Waste Generation Rates. <https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates>.

7. References

- . 2018a, July 17. Jurisdiction Disposal by Facility.
<http://www.calrecycle.ca.gov/Igcentral/Reports/DRS/Destination/JurDspFa.aspx>.
- . 2018b, July 17. Facility /Site Summary Details: Badlands Sanitary Landfill.
<http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0006/Detail/>
- . 2018c, July 17. Facility /Site Summary Details: El Sobrante Landfill.
<http://www.calrecycle.ca.gov/SWFacilities/Directory/33-AA-0217/Detail/>.
- . 2018d, July 17. Facility /Site Summary Details: Olinda Alpha Sanitary Landfill.
<http://www.calrecycle.ca.gov/SWFacilities/Directory/30-AB-0035/Detail/>.
- . 2018d, July 17. Facility /Site Summary Details: Simi Valley Landfill and Recycling Center
<http://www.calrecycle.ca.gov/SWFacilities/Directory/56-AA-0007/Detail/>
- California Geological Survey (CGS). 1998. Seismic Hazard Zone Report 022. California Department of Conservation http://gmw.conservation.ca.gov/SHP/EZRIM/Reports/SHZR/SHZR_022_Baldwin_Park.pdf.
- . 1999, March 25. Earthquake Zones of Required Investigation, Baldwin Park Quadrangle.
http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/BALDWIN_PARK_EZRIM.pdf.
- Department of Public Works (DPW). 2018, July 19. Dam Locations. Los Angeles County.
<https://dpw.lacounty.gov/wrd/Reservoir/Reservoirs.pdf>.
- Division of Land Resource Protection (DLRP). 2016. California Important Farmland Finder. California Department of Conservation. <https://maps.conservation.ca.gov/DLRP/CIFF/>.
- Division of Mine Reclamation (DMR). 2016. Mines Online. California Department of Conservation.
<http://maps.conservation.ca.gov/mol/>.
- Federal Emergency Management Agency. (FEMA) Flood Map Service Center. Accessed July 19, 2018.
<https://msc.fema.gov/portal>.
- Federal Transit Administration (FTA). 2006, May. Transit Noise and Vibration Impact Assessment. FTA-VA-90-1003-06. United States Department of Transportation.
- Fontana, City of. 2003, August. Truck Trip Generation Study. <https://www.tampabayfreight.com/pdfs/Freight%20Library/Fontana%20Truck%20Generation%20Study.pdf>.
- Governor's Office of Planning and Research (OPR). 2008, June. CEQA and Climate Change: Addressing Climate Change through CEQA Review. Technical Advisory.
<http://www.opr.ca.gov/ceqa/pdfs/june08-ceqa.pdf>.
- Hamm, K, Public Communications Manager. 2018, July 18. Olinda Alpha Landfill. Verbal Correspondence.

7. References

- Harris, Cyril M. 1991. *Handbook of Acoustical Measurements and Noise Control*. 3rd edition. Woodbury, NY: Acoustical Society of America.
- Industry, City of. 2014a, June 12. General Plan.
- . 2014b, February. General Plan Update Draft EIR, Chapter 5.12, Public Services.
- . 2016. Municipal Code. <http://qcode.us/codes/industry/>.
- . 2018. Water Purveyor Map. <http://www.cityofindustry.org/home/showdocument?id=206>.
- Leadership Committee of Greater Los Angeles County Integrated Regional Water Management Region (IRWM). 2013, October. "Greater Los Angeles County Detailed Supply Calculations," Upper San Gabriel and Rio Hondo Subregion. In Appendix N of *Integrated Regional Water Management Plan for the Greater Los Angeles County Region*. http://wdl.water.ca.gov/irwm/grants/docs/PlanReviewProcess/GLACA_IRWM_Plan/25.%20App-N%20Supply%20Calculations%20FINAL.pdf.
- La Puente Valley County Water District (LPVCWD). 2015. District Water Supply. http://www.lapuentewater.com/#District_Water_Supply.
- Los Angeles County Sanitation Districts (LACSD). 2018, April 5. 2017 Pretreatment Program Annual Report. <http://lacs.org/civicax/filebank/blobdownload.aspx?blobid=14662>.
- Nationwide Environmental Title Research, LLC (NETR). 2018. Historic aerial photographs. Historicaerials.com.
- NorCal Engineering. 2018, March 5. Geotechnical Engineering Investigation.
- Office of Mine Reclamation (OMR). 2018, July 13. Mines Online. <http://maps.conservation.ca.gov/mol>.
- Ramboll Environ. 2016, April. Phase I Environmental Site Assessment.
- South Coast Air Quality Management District (SCAQMD). 1993. California Environmental Quality Act Air Quality Handbook.
- . 2008, July. Final Localized Significance Threshold Methodology.
- . 2011. Fact Sheet for Applying CalEEMod to Localized Significance Thresholds. <http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/caleemod-guidance.pdf?sfvrsn=2>
- Southern California Association of Governments (SCAG). 2016, April 7. Final 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS): A Plan for Mobility, Accessibility, Sustainability, and a High Quality of Life. <http://scagrtpscs.net/Pages/FINAL2016RTPSCS.aspx>.
- Tignac, S, District Manager. 2018, July 17. Simi Valley Landfill and Recycling Center. Verbal Correspondence.

7. References

Transportation Research Board. 2016, October. Highway Capacity Manual (HCM 2016).

<http://www.trb.org/Main/Home.aspx>

US Department of Labor (DOL). Bureau of Labor Statistics. 2018.

https://www.bls.gov/regions/west/ca_losangeles_msa.htm US Geological Survey (USGS) 1927.

USGS Historical Topographic Map Explorer. <http://historicalmaps.arcgis.com/usgs/>.

US Fish and Wildlife Service (USFWS). 2018, July. National Wetlands Mapper.

<http://www.fws.gov/wetlands/data/mapper.HTML>

Exhibit G

Resolution No. CC 2019-01

[Attached]

RESOLUTION NO. CC 2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 17-15, AND ZONE EXCEPTION 18-01, TO ALLOW FOR THE DEVELOPMENT OF A 216,716 SQUARE FOOT TILT UP INDUSTRIAL BUILDING AT THE PROPERTY LOCATED AT 333 HACIENDA BOULEVARD IN THE CITY OF INDUSTRY, CALIFORNIA

RECITALS

WHEREAS, on December 4, 2017, Xebec Building Company, (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 17-15 described herein (“Application”); and

WHEREAS, the Application applies to a 9.51 acre property at 333 Hacienda Boulevard, City of Industry, California, Assessor’s Parcel Numbers 8208-027-019 (“Property”); and

WHEREAS, the Applicant desires to construct a new 216,716 square foot tilt up industrial building, within the City’s “M” Industrial Zone. The proposed construction consists of 208,716 square feet of warehouse space with 25 loading docks, and approximately 8,000 square feet of office space (the “Project”). In accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a Development Plan is required for this type of activity; and

WHEREAS, the Applicant is requesting one administrative exception pursuant to the Municipal Code Section 17.40.040.A. that allows a deviation of up to 10 percent of the requirements pursuant to section 17.36.60 W(3). The proposed Project results in 50.41 percent lot coverage, which is over the maximum 50 percent allowed. Under Section 17.40.040.A. of the Code, a deviation of up to 10 percent of the lot coverage requirements is permitted, if the findings set forth in Section 17.40.020 of the Code are met; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment. The Project is consistent with the General Plan as an industrial use and is similar to other industrial and manufacturing uses 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, it was determined that the Application could have a significant impact on the environment, but with the implementation of mitigation measures, the impacts will be reduced to a level that is less than significant, and an a Initial Study/Mitigated Negative Declaration (“IS/MND”) and Mitigation Monitoring and

Reporting Program (“MMRP”) was prepared in accordance with the requirements of the California Environmental Quality Act (“CEQA”), California Public Resources Code section 21000 et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections 15000 et seq., and the Environmental Impact Report Guidelines of the City of Industry; and

WHEREAS, the IS/MND and MMRP was circulated for public and agency review and comment on December 10, 2018, through and including, January 2, 2019; and

WHEREAS, the IS/MND concluded that implementation of the Project could result in a significant effect on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level. The mitigation measures address , Hazards and Hazardous Materials and Tribal Cultural Resources, but each of those potential impacts is mitigated to less than significant with the mitigation measures identified in the proposed Mitigated Negative Declaration and MMRP; and

WHEREAS, on January 24, 2019, at a duly noticed public meeting, the City Council adopted Resolution No. CC 2019-02, approving the IS/MND and MMRP; and

WHEREAS, on January 24, 2019, 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 have occurred prior to the adoption of this Resolution.

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

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

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

SECTION 3. Based upon substantial evidence presented to the City Council during the January 24, 2019 public meeting, including public testimony and written and oral staff reports, and which includes without limitation, CEQA, the CEQA Guidelines, the MND and MMRP, and the City’s Code, the City Council finds as follows:

A. The Property is suitable for development in accordance with the Development Plan because the Property is subdivided to comply with minimum lot area and frontage requirements, is flat and has a less than significant impact for hazards with the following mitigation measures; HAZ-1A, HAZ-1B AND HAZ-2 as noted in the accompanying Mitigation Monitoring and Reporting Program, and is designated as Employment in the General Plan and zoned Industrial, which is consistent with the proposed industrial development.

B. The total development is arranged so as to avoid traffic congestion. The Project is expected to generate up to 497 daily trips as noted in the accompanying IS/MND. During the morning peak hours, the project is expected to generate 50 trips (39 inbound and 11 outbound) and 55 trips (15 inbound and 40 outbound) during the PM peak hour. All study area intersections would operate at acceptable levels of service during peak hours for the year 2020 no project traffic conditions, except for the intersections of Hacienda Boulevard at Gale and Stimson Ave at Valley Boulevard, both during the PM peak hour. However, Stimson Ave at Valley Boulevard is already operating at an unacceptable condition in the PM peak hour conditions. The development is arranged to ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties because, as noted in the accompanying IS/MND, the project is designed to have three access points 40 feet wide to accommodate trucks and vehicles and one 26 feet wide to accommodate passenger vehicles only. The driveways are interconnected and would provide adequate emergency access. In addition, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance.

C. The development is in general accord with all elements of the Industry Zoning Ordinance because, with the approval of the Development Plan, and conditions of approval, the Project complies with development standards in regards to lot size, lot frontage, drainage, height, parking, access, screening, and design.

D. The development is consistent with the provisions of the City's General Plan because the Property is designated as Employment and pursuant to the General Plan Goal LU2; competitive business climate and blend of businesses that best serve the long-term economic future of the City of Industry. Therefore, the project will be bringing a new architecturally pleasing industrial building to a vacant lot that will generate new business within the City.

ADMINISTRATIVE EXCEPTION

E. Pursuant to 17.40.030 there are practical difficulties to constructing the proposed building because the subject property is located in an irregular shaped lot which limits the ability to construct a conventional shaped building and substantial architectural treatments were necessary due to the prominent location with frontage on two major arterial roads, which further reduced the buildable area. Therefore the granting of this administrative exception is feasible because it is below the allotted ten percent and would allow the project to continue and a vacant lot to be developed with a well-designed, marketable and efficient industrial building.

F. Based on the foregoing, the City Council approves Development Plan No. 17-15 and Zone Exception 18-01 subject to the Conditions of Approval, attached hereto as Attachment 1, and incorporated herein by reference.

SECTION 4: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5: That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on January 24, 2019, by the following vote:

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

Mark D. Radecki, Mayor

ATTEST:

Julian Gutierrez-Robles, Deputy City Clerk



CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: Development Plan 17-15 and Zone Exception 18-01

Applicant: Xebec Building Company

Location: 333 Hacienda Boulevard (APN 8208-027-019)

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. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.
2. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.
3. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.
4. The Applicant shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.
5. If buried tribal cultural resources are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the

Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.

6. The Applicant shall comply with all of the requirements set forth in the mitigation measures of the MND and MMRP. In the event of any conflict between the mitigation measures set forth herein and those set forth in the MND and MMRP, the mitigation measures set forth in the MND and MMRP shall prevail.

Mitigation Measures

7. **AQ-1** During construction, the construction contractor shall only use interior and exterior paints with a VOC content of 50 grams per liter (g/L) or less for the building structures to reduce VOC emissions. All building and site plans shall note use of paints with a VOC content of 50 g/L or less. Prior to issuance of building permits, the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 50 g/L or less. Timing Implementation: Prior to Issuance of Building Permit. Enforcement/Monitoring: City of Industry Planning Department.
8. **BIO-1** Impact Avoidance and Preconstruction Surveys for Nesting Special- Status and Legally Protected Avian Species. The following measures shall be implemented by the project construction contractor to avoid impacts to nesting birds.
 - a. Not more than 15 days prior to construction activities that occur between February 1 and August 31, surveys for nesting birds shall be conducted by a qualified biologist. Nest surveys shall cover the entire area to be affected by construction and the area within a 100-foot buffer of construction or ground-disturbing activities. The results of the nest surveys, including survey dates, times, methods, species observed, and a map of any discovered nests, shall be submitted to the City. If no active avian nests (i.e., nests with eggs or young) are identified on the limits of the disturbance area, no further mitigation is necessary.
 - b. If active nests (with eggs or young) of avian species are found within the proposed disturbance area, a minimum 50-foot no-disturbance buffer zone surrounding active nests shall be established until the young have fledged. Project activities shall not occur within the buffer as long as the nest is active. The size of the buffer area may be reduced if the biologist determines it would not be likely to have adverse effects on the particular species. No action other than avoidance shall be taken without biologist consultation.
 - c. Completion of the nesting cycle (to determine when construction near the nest can commence) shall be determined by the biologist.
 - d. Timing/Implementation: Prior to construction activities

- e. Enforcement/Monitoring: City of Industry, with implementation of mitigation measure BIO-1, impacts would be less than significant.
9. **CUL-1** If any prehistoric and /or historic resources or other indications of cultural resources are found during future development of the site, all work in the immediate vicinity of the site must stop and the project construction contractor shall immediately notify the City of Industry. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures.
- a. Timing/Implementation: During future grading and construction activities.
 - b. Monitoring/Enforcement: City of Industry, with implementation of mitigation measure CUL-1, impacts would be less than significant.
10. **CUL-2** If any paleontological resources are found during future development of the site, all work in the immediate vicinity of the find must stop and the project construction contractor shall immediately notify the City of Industry. A qualified paleontologist (i.e., one with a graduate degree in paleontology, geology, or related field and having demonstrated experience in the vertebrate, invertebrate, or botanical paleontology of California) shall be retained to evaluate the finds and recommend appropriate mitigation measures.
- a. Timing/ Implementation: During grading and construction activities.
 - b. Monitoring/Enforcement: City of Industry, with implementation of mitigation measure CUL-2, impacts would be less than significant.
11. **HAZ-1A** Prior to commencement of any ground -disturbing activities on the project site, the Project Applicant shall prepare and submit a Phase II Environmental Assessment (Phase II). The Phase II shall include site background and environmental setting information, field procedures, presentation of field observations, and analytical results including boring logs and laboratory reports as necessary. The Phase II shall, to the best ability of appropriate and available technology, conclusively delineate the presence of a waste oil storage tank on the project site. Investigation techniques may include EM-61 high sensitivity metal detector, ground penetrating radar (GPR), and electromagnetic (EM) utility location. The Phase II shall provide recommendations regarding the need for further action to further assess site conditions and for limited removal action(s), if appropriate, based on site investigative findings. If the assessment does not delineate the presence of a UST on the project site or is inconclusive, the Phase II shall be submitted to the City of Industry for review. If results of the Phase II confirm the presence of a UST, the Phase II shall be submitted to the Los Angeles County Department of Public Works and MM-HAZ-1B shall be implemented.
- a. Timing /Implementation: Prior to ground-disturbing activities

- b. Enforcement/Monitoring: City of Industry, Los Angeles County Department of Public Works

12. HAZ-1B If the presence of a UST is confirmed on the project site based on remote sensing activities, the Phase II report shall identify additional assessments and/or removal and remediation strategies. The Phase II report shall then include recommendations for response actions necessary to mitigate any immediate potential hazards to public health or the environment, in accordance with the UST Closure Permit set forth by the Los Angeles County Department of Public Works as well as meet the requirements of California Health and Safety Code, Division 20, Chapter 6.7, Section 25298; California Code of Regulations, Title 23, Division 3, Chapter 16, Sections 2670 through 2672; and the Los Angeles County Code. No Further Action recommendations shall be made if removal of the UST and any associated remediation activities result in levels of detected chemicals of potential concern below risk-based screening levels. Removal and remediation operations shall be conducted in accordance with the Los Angeles County Department of Public Works, Los Angeles County Fire Department, and California Regional Water Quality Control Board requirements. No ground disturbance associated with the proposed project shall occur on the project site prior to Los Angeles Department of Public Works, Los Angeles County Fire Department, California Regional Water Quality Control Board and City of Industry approval of the Phase II and implementation of the measures identified in the Phase II (if applicable) to remediate potential hazards to the public and/or the environment.

- a. Timing /Implementation: Prior to ground disturbing activities.
- b. Enforcement/Monitoring: Los Angeles County Department of Public Works, Los Angeles County Fire Department, California Regional Water Quality Control Board, and City of Industry

13. HAZ-2 If results of the initial Phase II investigation are negative or inconclusive, but project construction grading activities reveal the presence of a UST, all work shall halt, an environmental assessment shall be conducted, removal action plan implemented, and closure permits submitted in accordance with regulatory agencies and standards outlined in HAZ- 1B, above.

- a. Timing/Implementation: During construction, prior to continuation of construction activities.
- b. Enforcement/Monitoring: Los Angeles County Department of Public Works, Los Angeles County Fire Department, California Regional Water Quality Control Board, and City of Industry

Engineering Conditions

1. The development site shall be graded to drain surface water to the existing City storm drain system in the street or easement with no cross lot drainage permitted.

Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement – no buildings, obstructions, or encroachments by landfills are allowed." Storm drain easement shall be minimum of 15 feet in width. For deep pipes, the easement shall be (2 x depth – OD) to maximum 25 feet. Easement layout and legal description and closure calculations shall be reviewed to the City Engineer with a separate deed.

2. The final grading plan shall be substantially the same, specifically with regard to the sheet flow patterns, drainage, size, and grading configuration as the proposed grading illustrated on the site plan. If there is a significant deviation between the two plans the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to approval of the revision. The City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a new site plan.
3. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
4. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also called the MS4 Permit) and other applicable regulatory requirements.
5. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either: 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer

upon request; or 2) replace an existing structural or treatment control BMP with new control structures or BMPs meeting the current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement shall be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.

6. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare preliminary Geology and Soils report that fully assesses the geologic and soil conditions of the site. As Part of the report preparation, soil sampling and any geotechnical testing shall be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures, LID infiltration feasibility and engineering properties of the soils on site and/or to be used as fill, and shall include recommendations on grading procedures. The recommendations shall be implemented by the Applicant.
7. All slopes of 5 feet or more in vertical height and of 5:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
8. Prior to the issuance of a grading permit the developer shall submit recorded slope easements or written letters of permission from adjacent landowners in all areas where grading is proposed to take place outside of the projected boundaries.
9. Prior to the issuance of grading permits, surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer.
10. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and

including the theoretical 50-year flood per the Los Angeles County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

11. Prior to the approval of the grading plans, the hydrology study shall be submitted for the City Engineer's review. All analysis shall comply with the Los Angeles County Hydrology Manual and County Local Drainage Manual with allowable discharge rate. The conduit shall convey the design flow with the hydraulic grade line (HGL) maintaining a minimum freeboard of 1.0 ft. below the ground surface or gutter flow line during the design event. Drainage facilities with sump conditions shall be designed to convey the tributary 50-year storm flows. Secondary emergency flow bypass shall also be provided as approved by the City Engineer.
12. All utility customer service lines, including electrical, cable, telephone, and similar services wires and cables, shall be installed underground and shall be concealed from view.
13. Prior to approval of grading plan or permit issuance, the applicant shall obtain a permission or acknowledgement of awareness of grading activities to be performed within utility easements from easement holders with satisfaction to the City Engineer.
14. Prior to issuance of a Certificate of Occupancy, all required improvements, including but not limited to: curb and gutter, A.C. pavement, sidewalks, drive approaches, parkway landscaping, street lights, storm drains, BMPs water and sewer systems, and signing and striping as shown on the approved plans shall be constructed.
15. The Applicant shall provide street improvement plans to the City Engineer prior to the issuance of a building permit for the Right Turn Pocket extension and Median Modifications as shown on the site plans.
16. The Applicant shall provide an easement to the City of Industry for street and highway purposes with legal description and sketch for review and recordation at the County's Records Office before the issuance of a Certificate of Occupancy, for the Right Turn Pocket extension as shown on the site plan.

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. The 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.
2. 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.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
5. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities. One sewer connection per parcel is permitted and, in the case of multiple units or buildings, all sewer lines must join together at the connection point.
6. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
7. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the Applicant shall provide a Storm water Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.
8. The Applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. 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. Development shall take place in substantial

conformance with the approved development plans.

9. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
10. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).
11. Hours of construction are limited to 7:00 am to 7:00 pm Monday through Saturday with no construction on Sundays.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
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.
3. The Applicant and/or successor in interest, shall comply with all applicable federal, state, and local laws, rules and regulations.

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 submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant understands that Resolution No. CC- 2019-01 and Resolution No CC- 2019-02 will be of no force or effect unless such written consent is submitted to the City.

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: January 24, 2019

SUBJECT: Consideration of a Professional Services Agreement with Electra-Media, Inc., for programming services for the display system located at the Puente Hills Auto Center in an amount not-to-exceed \$19,500.00 from April 1, 2018 to April 1, 2023

Background:

Per Section 3.04.055 of the City of Industry Municipal Code professional services greater than ten thousand dollars require prior approval by the city council.

Electra-Media, Inc. ("EMI") has provided monthly programming services for the City's electronic display system located at the Puente Hills Auto Center, adjacent to the 60 Freeway, since April 2008. The prior agreement has expired, and City staff has negotiated a contract with EMI to continue providing monthly programming services in the amount of \$325 per month for a five (5) year period.

The services include, but are not limited to programming, messaging, and other advertising. Community events are also promoted on the electronic display. The programming is unlimited and will occur within 24 hours.

Fiscal Impact:

This fiscal impact associated with this action requires an appropriation of \$19,500.00 to General Fund – Community Promotions and Economic Development – Property Maintenance (Account No. 100-621-5640).

Recommendation:

- 1.) Approve the Professional Services Agreement with Electra-Media, Inc., in an amount not to exceed \$19,500.00 dated April 1, 2018; and
- 2.) Appropriate \$19,500.00 from General Fund – Community Promotions and Economic Development – Property Maintenance (Account No. 100-621-5640).

Exhibit:

A. Professional Services Agreement with Electra-Media, Inc., dated April 1, 2018.

TH/BH:yp

EXHIBIT A

Professional Services Agreement with Electra-Media, Inc., dated April 1, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 1, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Electra Media, Inc. "EMI", a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 1, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing programming services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

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

To Consultant: Electra Media, Inc.
4737 W. 156th Street
Lawndale, CA 90260
Attention: Rod Wilson, President

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Electra Media, Inc.

By: _____
Troy Helling, City Manager

By: _____
Rod Wilson, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide programming services for the electric media sign at the Puente Hills Auto Center as directed by City Staff, which included, but is not limited to:

Programming Service and System Description

- A. The display system or portion of the system to be programmed under this agreement consists of: one (1) double face full color LED Display, (232) pixels high by 432 pixels long), YESCO remote controller.
- B. The programming Service will include a 24-hr. turnaround period and consists of: unlimited City and Dealer changes (City to receive 10% of time on LED display) includes graphics, logos, video transfers, internet downloading, Quick Quote, and holiday graphics (complicated custom graphics will be a 48 hour turn around). Also includes emergency weekend service (on-call number 310-956-5819).
- C. The location of the display system to be programmed is: Puente Hills Auto Center, 60 Freeway, City of Industry.

EXHIBIT B
RATE SCHEDULE

Title	Rate
Programmer	\$325.00/month

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

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

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

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

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

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager

STAFF: Bing Hyun, Assistant City Manager

DATE: January 24, 2019

SUBJECT: Consideration of a Maintenance Services Agreement with Electra-Media, Inc., for maintenance services for the display system located at the Puente Hills Auto Center in an amount not-to-exceed \$86,280.00 from April 1, 2018 to April 1, 2023

Background:

Per Section 3.52.120 of the City of Industry Municipal Code any contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding, or by negotiated contract, at the discretion of the City Council.

Electra Media, Inc. ("EMI") has provided monthly maintenance services for the City's display system located at the Puente Hills Auto Center, adjacent to the 60 Freeway, since April 2008. The prior agreement has expired, and City staff has negotiated a contract with EMI to continue providing monthly maintenance services in the amount of \$1,438 per month for a five (5) year period.

The maintenance services include but are not limited to: maintaining the one (1) double face full color LED Display and YESCO remote controller equipment in good working order, preventative maintenance calls once per month, and service for internal illumination of brand panel, fluorescents, ballasts, neon (in pan channel letters) and transformers.

Fiscal Impact:

This fiscal impact associated with this action requires an appropriation of \$86,280.00 to General Fund – Community Promotions and Economic Development – Property Maintenance (Account No. 100-621-5640).

Recommendation:

- 1.) Approve the Professional Services Agreement with Electra-Media, Inc., in an amount not to exceed \$86,280.00 dated April 1, 2018; and
- 2.) Appropriate \$86,280.00 from General Fund – Community Promotions and Economic Development – Property Maintenance (Account No. 100-621-5640).

Exhibit:

- A. Maintenance Services Agreement with Electra-Media, Inc., dated April 1, 2018.
-

TH/BH:yp

EXHIBIT A

Maintenance Services Agreement with Electra-Media, Inc., dated April 1, 2018

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of April 1, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Electra Media, Inc., a California Corporation ("EMI" or "Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 1, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eighty Six Thousand Two Hundred Eighty Dollars (\$86,280.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement

or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

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

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

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

To Consultant: Electra Media, Inc.

4737 W. 156th Street
Lawndale, CA 90260
Attention: Rod Wilson, President

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Electra Media, Inc.

By: _____
Troy Helling, City Manager

By: _____
Rod Wilson, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide maintenance services for the electric media sign at the Puente Hills Auto Center as directed by City Staff, which includes, but is not limited to:

Display System Description

- A. The display system or portion of the system to be programmed under this agreement consists of: one (1) double face full color LED Display, (232) pixels high by 432 pixels

SCOPE OF MAINTENANCE SERVICE ON EQUIPMENT(S)

- A. EMI will provide maintenance service including parts and labor, required to keep the equipment in good working order, said maintenance services shall be performed at intervals necessary to ensure the continuous operation of the display system.
- B. Unless otherwise provided, maintenance service will include replacement of burned out LED drivers.
- C. Maintenance service will be rendered between 8:00 am and 5:00 pm, Monday through Friday, except recognized local and national legal holidays.
- D. Maintenance parts used in the service of the equipment may be new or reconditioned at EMI's option and will be furnished on exchange basis and the exchanged parts will become the property of EMI.
- E. EMI may install engineering changes on covered equipment to maintain the original functions of the equipment. Any engineering changes will be at the discretion and expense of EMI.

OUT-OF-SCOPE MAINTENANCE SERVICE

- A. Out-of-scope maintenance service shall include but not be limited to the following:
- B. Repair of damage caused by or resulting from any act or negligence, omission, abuse or misuse of the equipment by Owners employees or its agents, including but not limited to, failure to maintain the proper operating environment, failure to maintain adequate electrical power, failure to duplicate and document files and data that could possibly be lost during the course of equipment failure or the performance of maintenance service thereto, or any failure caused by operator error; repair or replacement of equipment, computers or software which has become obsolete.
- C. Preventative, standby and/or remedial maintenance requested by Owner to be performed outside the service hours;

- D. Repair of damage caused by or resulting from any act of God, vandalism, civil disorder, fire, smoke, windstorm, lightning, hail, explosion, riot, power surge, aircraft or vehicle collision, war, earthquake, accident or other similar occurrences;
- E. System operator training for City's existing or future employees.

EXHIBIT B
RATE SCHEDULE

Service	Rate
Maintenance	\$1,438.00/month

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

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

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

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

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

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

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *J.N.*
Gerardo Perez, Project Manager, CNC Engineering *GP*

DATE: January 24, 2019

SUBJECT: Consideration of Change Order Nos. 2 and 3, for Design-Build Services for Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) with MasTek, Inc. (Contract No. 2017-1004)

Background:

On October 12, 2017, the City Council awarded Contract No. 2017-1004, for Design-Build Services for an Emergency Standby Power Generator at City Hall (Project No. CIP-CC-18-003-B) including the Industry Manufacturer's Council building, located at 15651 Stafford Street, City of Industry, CA, in the amount of \$361,930.00 to MasTek, Inc. This project consisted of preliminary engineering, a detailed design package including plans and specifications, procurement and installation of an emergency standby power generator, automatic transfer switches, and associated equipment and cabling.

Discussion:

After the project was awarded, the Contractor incurred costs which were not originally anticipated in the scope of work and contract.

On July 26, 2018, the City Council approved the following change order in the amount of **\$82,301.50**:

- **Change Order No. 1:** Costs in the amount of \$82,301.50 were approved for installation of automatic transfer switches in the generator enclosure including conduits and additional cabling.

As of January 2, 2019 the Contract City Engineer has reviewed the change orders for completeness and accuracy as to the materials and labor included:

- **Change Order No. 2** – Prior to slurry backfilling the conduit trench, the Contractor was advised that they could not slurry to the bottom of the asphalt pavement but rather to the bottom of the existing crushed aggregate base. The Contractor was

also advised that they are required to use City of Industry Disposal. The Contractor/Consultant were not advised of these requirements in the request for proposals. The additional cost for the above items total \$3,440.77 and includes furnishing and compacting base for the trench backfill. The Contractor also encountered and damaged a street light conduit that was mismarked on the parking lot pavement. The cost to repair the street light conduit is \$2,619.29. The Consultant also expended additional time obtaining a SCAQMD permit. Since the generator is within a 1,000 foot radius of a school, residents and businesses, SCAQMD deems this area "sensitive receptors" which requires notification in writing of all students and residents. The Consultant incurred costs in the amount of \$3,559.60. This change order also includes reimbursement for Building and Safety permit fees in the amount of \$3,068.60 which should have been waived since it is a City project. Total cost for Change Order No. 2 is \$12,688.26.

- **Change Order No. 3** – During a site visit to the City’s electrical room, it was disclosed that most of the electrical equipment did not have Arc Flash Labeling. Arc flash labeling is required by OSHA. Arc flash is a type of electrical explosion or discharge that can occur when working around electrical equipment. Labeling is a safety precaution to warn employees and contractors of the risks of arc flash. The Contractor submitted a cost of \$13,500.00 to conduct an arc flash study, develop an arc flash report and procure and install labeling.

Table 1 - Summary of Extra Costs

Contract Amount	\$ 361,930.00
Change Order No. 1	\$ 82,301.50
Change Order No. 2	\$ 12,688.26
Change Order No. 3	\$ 13,500.00
Revised Project Cost	\$ 470,419.76

Table 2 – Summary of Approved Construction Budget Amount

Base Bid (MasTek, Inc.)	\$361,930.00
Contingency Allowance	\$ 36,193.00
Appropriation approved on July 26, 2018	\$43,708.50
Total Original Project Budget	\$441,831.50

The revised contract amount including Change Order Nos. 1-3 totals \$470,419.76. On October 12, 2017, the City Council appropriated \$398,123.00 for this contract and on July 26, 2018 appropriated \$43,708.50 for Change Order No. 1. The difference in cost between the revised contract amount of \$470,419.76 and the updated approved

construction budget of \$441,831.50 is \$28,588.26. An additional appropriation in the amount of \$28,588.26 is necessary and will be appropriated from the 2015 Sales Tax Bond Proceeds.

Fiscal Impact:

The proposed change orders require an appropriation of \$28,588.26 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Planning, Survey and Design Center Improvements (Account No. 120.718.5130).

Recommendations:

- 1.) Approve Change Order No. 2 in the amount of \$12,688.26 and authorize the Mayor to execute the approved change order; and
- 2.) Approve Change Order No. 3 in the amount of \$13,500.00 and authorize the Mayor to execute the approved change order; and
- 3.) Appropriate \$28,588.26 from 2015 Sales Tax Bond Proceeds to City Capital Improvements – City Electric Improvements – Planning, Survey and Design Center Improvements (Account No. 120.718.5130).

Exhibits:

- A. MasTek, Inc., Change Order No. 2 dated January 24, 2019
 - B. MasTek, Inc., Change Order No. 3 dated January 24, 2019
-

TH/JN/GP

EXHIBIT A

MasTek Inc., Change Order No. 2 dated January 24, 2019

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 2

Design-Build Services for an
Project Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** January 24, 2019

Type
Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

Additional cost to place base material in lieu of concrete slurry in the conduit trench, repair damaged street light conduit,
additional time spent obtaining AQMD permit which required written notification to students and residents within a 1000 foot
radius from the generator and reimbursement for building and safety plan check fees.

Extra Work by: Contract Items X T & M
 Negotiated

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Place base material in lieu of concrete slurry	1	LS	\$3,440.77	
2	Repair damaged street light conduit	1	LS	\$2,619.29	
3	AQMD permit - additional time	1	LS	\$3,559.60	
4	Permit fee reimbursement	1	LS	\$3,068.60	
TOTAL COST				\$12,688.26	

T & M SUMMARY

*Labor Cost	Total Labor per Day
*Equipment Cost (See attached breakdown)	Total Equipment per Day
*Material Cost	Sub-Total \$ -
(*Attach breakdown of labor, equipment and materials)	
CHANGE ORDER SUMMARY	% of Contract Amount
Original Contract Amount \$ 361,930.00	Other Additive (Profit & Bond Fee)
Total Previous Change Orders 0.00%	Total T & M \$ -
Total Change Orders \$ 12,688.26 3.51%	Pay This CHANGE ORDER \$12,688.26 3.51%

Authorized by _____ Additional Contract Days 30

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

Joshua Nelson 1-10-19
 Contractor Representative Date
Joshua Nelson 1-10-19
 Joshua Nelson - Contract City Engineer Date

Troy Helling 1.10.19
 Troy Helling - City Manager Date
Gerardo Perez 1.10.19
 Gerardo Perez, Project Manager Date

Change Order Form - 002



PROJECT NAME: City of Industry - Contract No. 2017-1004 - Design-Build Services for Emergency Power Generator at City of Industry City Hall	PROJECT NUMBER: 2017-1004
CONTRACTOR NAME: MasTek, Inc.	COUNTY: Los Angeles

ITEM NO.	DESCRIPTION OF CHANGE ORDER ITEM	QUANTITIES			UNIT	UNIT PRICE	COST ADJUSTMENT
		AS BID	FINAL	NET CHANGE			
1	The City didn't inform MasTek about the required 6" base beneath replaced asphalt. 6" base and compaction below asphalt in conduit trench - Please refer to the attached breakdowns: "Change Order-002 Brekdowns.pdf"				1	\$ 2,880.77	\$ 2,880.77
2	6" base compaction test				1	\$ 440.00	\$ 440.00
3	The City didnt inform MasTek about the required City's dumping fees: Asphalt, dirt and debris dumping fees				1	\$ 120.00	\$ 120.00
4	DigAlet/USA wrongly identify of the light pole conduit across the ICM parking lot. This conduit was pooled, torn and had to be repaired: Electrical for lighting pulled conduit repaired - Please refer to the attached breakdowns: "Change Order-002 Brekdowns.pdf"				1	\$ 2,619.29	\$ 2,619.29
5	SCAQMD permitting process deemed "Sensitive Receptors" exists within 1000 ft radius, therefore, all residents and High School student's parents needed to be informed: An Evaluation and Review Process for the SCAQMD was performed to get the SCAQMD permit applicaiton approved - Please refer to the attached breakdowns: "Change Order-002 Brekdowns.pdf"				1	\$ 3,559.60	\$ 3,559.60
6	City of Industry Building and Safety Permit Payment:- Please refer to the attached breakdowns: "Change Order-002 Brekdowns.pdf"				1	\$ 3,068.60	\$ 3,068.60

ITEM NO.	DESCRIPTION OF SUPPLEMENTAL ITEM	QUANTITY	UNIT	UNIT PRICE	COST
Total Cost of Change(s)					\$ 12,688.26

EXPLANATION OF CHANGES

SIGNATURES

<p><i>I have reviewed the quantity and/or unit price changes shown above and agree with the changes.</i></p>	<p><i>I certify that I have reviewed the quantity and/or unit price changes shown above and approve the chanaes.</i></p> <div style="text-align: center; margin-top: 20px;"> </div>
--	---

CONTRACTOR SIGNATURE	DATE	ENGINEER or ENGINEER'S REPRESENTATIVE SIGNATURE	DATE 01/07/2019
----------------------	------	---	-----------------

DAILY EXTRA WORK REPORTS

CONTRACT NO. _____
 SPECIFICATION NO. _____
 WORK PERFORMED BY Rio Jordan Construction, Inc
 DESCRIPTION OF WORK Change from Slurry to Base

DATE PERFORMED 10/29/2018 thru 11/2/2018
 DATE OF REPORT 11/14/2018

WRK ORD 2 REPORT NO. 1
 AMOUNT AUTHORIZED \$ _____
 PREVIOUS EXPENDITURE \$ 0.00
 TODAY \$ 2880.77
 TO DATE \$ 2880.77

EQUIP. NO.	CONSTRUCTION EQUIPMENT	HOURS	RATE	EXTENDED AMOUNTS	P.R. NO.	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
F150	F150	4	22.02	88.08	Operator	Omar Gutierrez			
F450	F450	4	32.48	129.92			REG	8	75.23
					LAB	Ramiro Marquez			
JD210LE	JD210LE Skip Loader	8	33.73	269.84			REG	8	55.73
	Jumping Jack Compacter	8	20.18	161.44			OT		
							REG		
							OT		
							REG		
TOTAL CONSTRUCTION EQUIPMENT COST				B					
MATERIALS									
	DESCRIPTION	NO. UNIT	UNIT COST						
	Base No Charge			0.00			OT		
				0.00			REG		
				0.00			OT		
				0.00			REG		
				0.00			OT		
				0.00			REG		
	Tax on Materials	0.0825	0.00	0.00			OT		
TOTAL MATERIALS				C					
SUBCONTRACTED WORK									
	DESCRIPTION	NO. UNIT	UNIT COST						
	Compaction Test	1	440.00	440.00					
				0.00					
				0.00					
				0.00					
				0.00					
TOTAL SUBCONTRACTED WORK				D					
							SUBTOTAL		1047.68
							(RATE) X (SALARY + VACATION)		
							PAYROLL TAXES & INSURANCE	0.330	1047.68 = 345.73
							SUBSISTENCE.....NO		= 0.00
							SUBSISTENCE.....NO		= 0.00
							OTHER		
							TOTAL LABOR COST	A	1393.41
							ADD 20 % ON LABOR COST	(A)	1672.10
							ADD 15 % ON EQUIPMENT AND MATERIAL COST	(B+C)	746.67
							ADD 5 % ON SUBCONTRACTED WORK	(D)	462.00
							ADD 1 % ON TOTAL FOR BOND		0.00
							TOTAL THIS REPORT		2880.77

SIGNATURE VERIFIES TIME, CLASSIFICATION, MATERIALS & EQUIPMENT, AND CONSTRUCTION EQUIPMENT

INSPECTOR _____ DATE _____ CONTRACTOR'S REPRESENTATIVE _____ DATE _____

CONTRACTOR'S FOREMAN _____ DATE _____ FIELD ENGINEER _____ DATE _____

Evaluation and Review Process for SCAQMD Permitting City of Industry	Hours	Rate	Mileage	Mileage Rate	Total
Task Description		\$105		\$0.55	
Contact SCAQMD for determine the type of permit required for the Emergency Backup Generator - Two visits	0.5	\$52.50	100	\$55	\$107.50
Generator Vendor coordination efforts for gathering equipment data	3	\$315.00		\$0	\$315.00
• Identify and gather all data prior to filling out applications and/or forms for emergency standby generator	0.5	\$52.50		\$0	\$52.50
• Retrieve all necessary applications and/or forms needed for permitting process	0.5	\$52.50		\$0	\$52.50
• Build a relationship with all vendors and/or parties involved throughout this process	1	\$105.00		\$0	\$105.00
• Perform a comprehensive review and analysis of all supplemental documents regarding the generator and/or equipment	2	\$210.00		\$0	\$210.00
• Document all correspondence regarding specifications of equipment		\$0.00		\$0	\$0.00
o Complete the following forms: 400 – A, 400 – CEQA, 400 – PS, and 400 – E- 13A		\$0.00		\$0	\$0.00
▪ 400 – A, Application Form for Permit or Plan Approval – New Construction (Permit to Construct)	1	\$105.00	36	\$20	\$124.80
• Identify responsible party for maintenance of generator		\$0.00		\$0	\$0.00
▪ 400 – CEQA, California Environmental Quality Act Applicability – Review discretionary permit project for potential air quality and other impacts.	1	\$105.00		\$0	\$105.00
• Review for exemption from further CEQA Action		\$0.00		\$0	\$0.00
• Review of impacts which may trigger further CEQA Review		\$0.00		\$0	\$0.00
▪ 400 – PS, Plot Plan and Stack Information Form (form must be accompanied by form 400A and 400 – CEQA)		\$0.00	36	\$20	\$19.80
• Review of location data	1	\$105.00		\$0	\$105.00
• Identify Plot Plan and Emission Release Parameters	1	\$105.00		\$0	\$105.00
• Identify Sensitive Receptor Distance	1	\$105.00		\$0	\$105.00
o Public Notice Preparation and Participation	2	\$210.00		\$0	\$210.00
▪ Indicate the method of how the public will be notified	0.5	\$52.50		\$0	\$52.50
▪ Research and identify all sensitive receptors including residential, commercial businesses, and schools	0.5	\$52.50		\$0	\$52.50
▪ Create a list of the above that are within 1000 ft. of the top of the stack	0.5	\$52.50		\$0	\$52.50
▪ Input all data of the above in an excel spreadsheet	0.5	\$52.50		\$0	\$52.50
• Record method of distribution	0.5	\$52.50		\$0	\$52.50
▪ Distribute notification within 2 weeks of the public notice issued by SCAQMD	2	\$210.00		\$0	\$210.00
• Mailing services may vary based on method preferred by school district	0.5	\$52.50		\$0	\$52.50
▪ School administrative assistance for HLPSPD	2	\$210.00		\$0	\$210.00
▪ Monitor 30-day notice on a weekly basis with assigned AQ Engineer	4	\$420.00		\$0	\$420.00
▪ 400 – E – 13A, Emergency Internal Combustion Engine (form must be accompanied by form 400A)	3	\$315.00		\$0	\$315.00
• List equipment information including operational specifications	0.5	\$52.50		\$0	\$52.50
• Perform risk assessment based on operational schedule and information	0.5	\$52.50		\$0	\$52.50
o Calculations of Greenhouse Gases	0.5	\$52.50		\$0	\$52.50
o Determine fee calculations for application process and public notice participation	2	\$210.00		\$0	\$210.00
▪ 30 Day Public Notice participation/review fee	0	\$0.00		\$0	\$0.00
▪ Payment to SCAQMD for application process	1	\$105.00		\$0	\$105.00
▪ End user to be billed for public notice participation (this may vary) Estimated Amt. \$1k - \$1,200K		\$0.00		\$0	\$0.00
• Fees may vary if a formal meeting needs to be addressed		\$0.00		\$0	\$0.00
• Upon receipt of the Permit, the following is suggested for the client to complete this process		\$0.00		\$0	\$0.00
o Provide a checklist and/or schedule for the end user regarding the maintenance and service of the generator to ensure SCAQMD compliance		\$0.00		\$0	\$0.00
▪ Test log may be necessary		\$0.00		\$0	\$0.00
Customer must renew the SCAQMD permit prior to 09/17/2019 and every year after (fee will be 406.79). Fee will increase by 4% to 5% yearly; Billing Dept. (909) 396-2000, Atul Kandhari, Reviewing AQ Engineer II (909) 396-2477					
Total Hours	33	3465	172	94.6	3559.6



361930

\$ 3068.1401
600

COUNTY OF LOS ANGELES

Department of Public Works
Building and Safety Division
<http://dpw.lacounty.gov/bsd/>

Plan Check No. BL1806180035

Disclaimer: Permits are public records and may be posted to the Internet for Public review.

APPLICATION FOR BUILDING PERMIT

PLEASE FILL OUT COMPLETELY IN INK

Project Address: 15625 E. Stafford Street, Suite 100 City: City of Industry
Zip: 91744

Assessor Parcel Number: Cross-St: Hacienda Blvd and Sotro St

Tenant/Project Name: Design-Build Services for Emergency Standby Power Generator at City of Industry City Hall

Description of Work:
Replacing a 75KW emergency backup generator with 250KW. The work involves expanding the existing CMU enclosing cubicle and trenching for installing additional PVC conduits in support of the additional power and control cabling.

PROPERTY OWNER

Name: City of Industry Owner builder: Yes No
Address: 15625 E. Stafford Street, Suite 100 Phone: 626-333-2211
City: City of Industry State: CA Zip code: 91744
E-Mail: thelling@cityofindustry.org Fax:

APPLICANT INFORMATION (IF DIFFERENT FROM OWNER)

Name: Miguel A. Soto E-mail: MASOTO@MASTEK-INC.COM
Address: 5701 S. EASTERN AVE #145 Phone: (626) 999-3035
City: HACIENDA II State: CA Zip Code: 90040

CONTRACTOR INFORMATION

Name: MasTek, Inc E-mail: masoto@mastek-inc.com
Address: 5701 S. Eastern Ave, Suite 145 Phone: 626-999-3035
City: Commerce State: CA Zip Code: 90040
State License No.: 898484 Class: C-10 Electrical Exp. Date: 10/31/2018
Workers Compensation Carrier: Employeers Policy No. BIG 1419914 05 Exp. Date: 12/8/2018

ARCHITECT/ENGINEER/DESIGNER INFORMATION

Name: MasTek, Inc
Address: 5701 S. Eastern Ave, Suite 145 E-mail: masoto@mastek-inc.com
City: Commerce State: CA Zip code: 90040
State License No.: PB Lic# 12602 Exp. Date: 9/30/2019 Phone: 626-999-3035

I, the applicant/owner of the property located as noted as project address, acknowledge that I am aware approval from the Department of Regional Planning, Fire Department, Health Department, and any other agencies indicated on the agency referral form are required prior to the issuance of the building/grading permit. I hereby choose to submit plans for building/grading plan check prior to obtaining the necessary approvals of the agencies provided on the agency referral form. Furthermore, I am aware that if the building/grading plans have been review and I cannot obtain the necessary approvals from the other agencies, the fees paid to Building and Safety Division for plans will be forfeited. I understand that additional plan check fees will apply if the plans submitted are modified in order to obtain approvals from other agencies. Also, plan check is valid for one year; additional fees may be required after one year for renewal.

Applicant/Owner Signature: _____ Date: _____
1 of 2 (complete other side)

EXHIBIT B

MasTek Inc., Change Order No. 3 dated January 24, 2019

[Attached]

CITY OF INDUSTRY

CHANGE ORDER

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

Change Order No. 3

Design-Build Services for an
Project Emergency Standby Generator @ CH **Contract No.** 2017-1004 **Date** January 24, 2019

Type
Project Electrical Emergency Generator **Contractor** MasTek, Inc.

Location City Hall Administration Offices and IMC

Explanation:

Provide arc flash labeling for electrical equipment in City Hall

Extra Work by: Contract Items X Negotiated T & M

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

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Provide arc flash study, report and labeling	1	LS	\$13,500.00	
TOTAL COST				\$13,500.00	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY		% of Contract Amount	Other Additive (Profit & Bond Fee)
Original Contract Amount	\$ 361,930.00		Total T & M
Total Previous Change Orders	\$ 12,688.26	3.51%	\$ -
Total Change Orders	\$ 26,188.26	7.24%	Pay This CHANGE ORDER
			\$13,500.00
			3.73%

Authorized by _____ Additional Contract Days 30

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

[Signature] 1-10-19
 Contractor Representative Date
[Signature] 1-10-19
 Joshua Nelson - Contract City Engineer Date

Troy Helling - City Manager
[Signature] 1.10.19
 Gerardo Perez, Project Manager Date

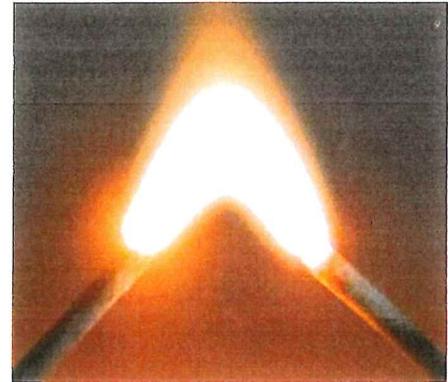
City of Industry Arc Flash Study and Arc Flash Label	480 Panels	277 Panels	208 Panels	120 Panels
Matrix of name plate information for Arc Flash Study	14	1	5	Needs to be identified
Arc Flash Study				
Develop Arc Flash Report				
Get Arc Flash Label Approval				
Printing of Arc Flash Labels				
Paste Arc Flash Labels on all power panels				
Lump sum price	\$ 13,500.00			

WIKIPEDIA

Arc flash

An **arc flash** (also called a **flashover**) is the light and heat produced as part of an **arc fault**, a type of electrical explosion or discharge that results from a low-impedance connection through air to ground or another voltage phase in an electrical system.

Arc flash is distinctly different from the **arc blast**, which is the supersonic shockwave produced when the uncontrolled arc vaporizes the metal conductors. Both are part of the same arc fault, and are often referred to as simply an arc flash, but from a safety standpoint they are often treated separately. For example, personal protective equipment (PPE) can be used to effectively shield a worker from the radiation of an arc flash, but that same PPE may likely be ineffective against the flying objects, molten metal, and violent concussion that the arc blast can produce. (For example, category-4 arc-flash protection, similar to a bomb suit, is unlikely to protect a person from the concussion of a very large blast, although it will prevent the worker from being vaporized by the intense light of the flash.) For this reason, other safety precautions are usually taken in addition to wearing PPE, helping to prevent injury.^[1] However, the phenomenon of the arc blast is sometimes used to extinguish the electric arc by some types of self blast-chamber circuit breakers.



An electric arc between two nails

Contents

Definition

Examples

Precautions

- Switching
- Live testing

Protecting personnel

- Arc flash protection equipment
- Reducing hazard by design
 - Fault current
 - Arcing time
 - Distance

Research

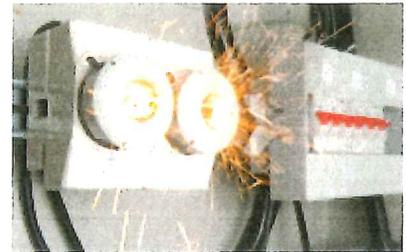
Standards

Notable incidents

References

External links

Search 



The Arc Flash signs and labels warn your employees of the risk of arc flash in certain parts of the workplace. We offer a variety of options to suit the needs of different equipment and industrial settings. Remind employees to prepare for arc flashes or disconnect power by conveying PPE information on a professional, visible sign.

- Use these signs and labels in an industrial environment to warn employees of the danger of arc flash
- Alert workers to the potential for danger from arc flash in the workplace
- Business owners with electrical equipment greatly benefit from these signs

 Grid  List (<https://www.compliancesigns.com/products/electrical/arc-flash-signs?view=list>)

Signs Ranked by: Popularity | Language (<https://www.compliancesigns.com/products/electrical/arc-flash-signs?isort=sortlanguage>) | Color (<https://www.compliancesigns.com/products/electrical/arc-flash-signs?isort=sortcolor>) | A-Z (<https://www.compliancesigns.com/products/electrical/arc-flash-signs?isort=title&view=alph>)



([https://www.compliancesigns.com/search/go?p=R&srid=S1-4DFWP&lbc=compliancesigns&w=*&](https://www.compliancesigns.com/search/go?p=R&srid=S1-4DFWP&lbc=compliancesigns&w=*)

url=http%3a%2f%2fwww.compliancesigns.com%2fAWE-9625.shtml&lgsku=AWE-9625&rk=1&uid=653837206&sid=2&ts=custom&champclick=1&SLIPid=1546965383829&rsc=OpuhqFP7G4n%3afpig&cnt=99&ed=search&method=and&isort=globalpop&view=grid)
AWE-9625

Electrical

Arc Flash and Shock Hazard AWE-9625 AWE 9625 AWE9625 Electrical Arc Flash and Shock Hazard SYM_18-U Electrical Arc Flash White Arc Flash and Shock Hazard English Printed Surface Mount WARNING -9625 625 9625 E-9625 WE-9625

Quick Add

ANSI WARNING Arc Flash And Shock Hazard Sign AWE-9625 Electrical
ANSI WARNING Arc Flash And Shock Hazard Sign AWE-9625 Electrical



AWE-9624

Electrical

Arc Flash and Shock Hazard Appropriate PPE Required AWE-9624 AWE 9624 AWE9624 Electrical Arc Flash and Shock Hazard Appropriate PPE Required SYM_00 Electrical Arc Flash White Arc Flash and Shock Hazard Appropriate PPE Required English Printed Surface Mount WARNING E-9624 9624 -9624 624 WE-9624

Quick Add

ANSI WARNING Arc Flash And Shock Hazard Appropriate PPE Sign AWE-9624
ANSI WARNING Arc Flash And Shock Hazard Appropriate PPE Sign AWE-9624



(https://www.compliancesigns.com/search/go?p=R&srid=S1-4DFWP&lbc=compliancesigns&w=*&

url=http%3a%2f%2fwww.compliancesigns.com%2fAWE-9622.shtml&lgsku=AWE-9622&rk=7&uid=653837206&sid=2&ts=custom&champclick=1&SLIPid=1546965383829&rsc=drOeoVj9kLC84H%3aU&cnt=99&ed=search&method=and&isort=globalpop&view=grid)
AWE-9622

Electrical

Arc Flash and Shock Hazard Appropriate PPE Required Do not operate controls or open covers without appropriate personal protection equipment Failure to comply may result in injury or death!. Refer to NFPA 70E for minimum PPE requirements AWE-9622 AWE 9622 AWE9622 Electrical Arc Flash and Shock...

Quick Add

ANSI WARNING Arc Flash And Shock Hazard Appropriate PPE Sign AWE-9622
ANSI WARNING Arc Flash And Shock Hazard Appropriate PPE Sign AWE-9622



(https://www.compliancesigns.com/search/go?p=R&srid=S1-4DFWP&lbc=compliancesigns&w=*&

url=http%3a%2f%2fwww.compliancesigns.com%2fAWE-9621.shtml&lgsku=AWE-9621&rk=8&uid=653837206&sid=2&ts=custom&champclick=1&SLIPid=1546965383829&rsc=v6qqwuvCye5Sefj3&cnt=99&ed=search&method=and&isort=globalpop&view=grid)
AWE-9621

Electrical

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

DATE: January 24, 2019

SUBJECT: Discussion and appointment of a member to serve on the San Gabriel Valley Mosquito and Vector Control District Board of Trustees

Background:

The City of Industry is part of the San Gabriel Valley Mosquito and Vector Control District. Accordingly, the City has a seat on their Board of Trustees. Council Member Abraham Cruz has served on the board since June 2016 and his seat recently expired on December 31, 2018. The City Council may re-appoint Council Member Abraham Cruz, appoint another Council Member or appoint a member from the community. The length of the term is either two or four years.

Monthly meetings are held on the second Friday of every month at 7:00 a.m., at the West Covina District office located at 1145 North Azusa Canyon Road.

Recommendation:

Staff recommends that City Council direct staff on who shall serve on the Board and the length of the term.

/TH

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager TH

STAFF: Bing Hyun, Assistant City Manager ~~TH~~

DATE: January 24, 2019

SUBJECT: Discussion and Direction Regarding Lobbying Services at the Federal Level

Background:

Cities commonly contract with lobbyists to further their legislative, budgetary and administrative objectives. Some examples of deliverables from a lobbyist include monitoring, advising, and advocating for or against legislation, assisting City officials with appearances before legislative committees and administrative agencies, and generally facilitating access to elected leadership.

Currently, the City of Industry contracts with Joe A. Gonsalves & Son to provide representative and lobbying services at the State level. On the federal level, however, the City does not currently retain lobbying services. The City of Industry had engaged Prince Global Solutions, LLC for federal lobbying until June 2017. Those services were instrumental in securing approximately \$10 million of federal funds for the 57/60 confluence projects.

At this time, the City Council may consider engaging a federal lobbyist to assist with establishment of a legislative platform. Future issues that may benefit from federal assistance include stormwater compliance (coordinating with U.S. Army Corp of Engineers and the Environmental Protection Agency), approvals or permits from the United States Department of Agriculture Forest Service, related to Follows Camp in the Angeles National Forest, funding for major transportation improvements from the United States Department of Transportation), and coordination with the Union Pacific railroad franchise.

If the City Council determines that federal advocacy assistance should be pursued, then staff will seek federal lobbying services, in accordance with Industry Municipal Code Section 3.04.055, which states, in part, that "Professional services greater than ten thousand dollars shall require prior approval by the city council". An agreement will be presented to the City Council for consideration at a future meeting.

Fiscal Impact:

The fiscal impact associated with this action will be determined once a federal lobbyist has been selected and compensation has been negotiated. A General Fund appropriation will be submitted with the proposed agreement for City Council approval at a future meeting.

Recommendation:

Direct staff to seek Lobbying Services at the Federal Level.

TH/BH

CITY COUNCIL

ITEM NO. 6.7

RESOLUTION NO. CC 2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CALLING FOR THE HOLDING OF AN ALL MAIL BALLOT ELECTION TO BE HELD ON JUNE 4, 2019, FOR THE ELECTION OF CERTAIN CITY COUNCILMEMBERS, IN ACCORDANCE WITH THE PROVISIONS OF STATE LAW, THE CITY'S CHARTER AND THE CITY'S MUNICIPAL CODE

WHEREAS, pursuant to the provisions set forth in Section 1.12.010 of the City's Municipal Code ("Code"), the City's general municipal election is to be held on the first Tuesday after the first Monday in June of each odd numbered year; and

WHEREAS, in accordance with the provisions of the Article III, Section 300 of the City's Charter, the term of office for each Councilmember is four years, and three four-year terms are filled at one general municipal election, and two four-year terms are filled at the subsequent election; and

WHEREAS, a General Municipal Election ("Election") for the election of three City Councilmembers shall be held on June 4, 2019.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California, the City's Charter and the City's Code, there is called and ordered to be held in the City of Industry, California, on Tuesday, June 4, 2019, an Election for the purpose of electing three (3) City Councilmembers, each for a full term of four (4) years.

SECTION 2. The ballots to be used at the Election shall be in form and content as required by law.

SECTION 3. The City's Elections Official is authorized, instructed and directed, to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the Election.

SECTION 4. The Election will be conducted pursuant to Chapter 2 (Conduct of Mail Ballot Elections) of Division 4 (Mail Ballot Elections), commencing with Section 4100 of the California Elections Code, only where not inconsistent with the City's Charter and City ordinances.

SECTION 5. In accordance with Section 4103(a) of the Elections Code, ballots cast in this Election must be returned to the office of the City's Elections Official no later than 8:00 p.m. on Election day. Further, pursuant to the provisions set forth in Sections 4103(b) and 3020(b), ballots cast in the Election must be received in the office of the City's Elections Official via the United

States Postal Service or a bona fide private mail delivery company, no later than three days after the date of the Election, so long as the ballot is postmarked on or before the date of the Election, or is time stamped or date stamped by a bona fide private mail delivery company on or before that date; or if the ballot has no postmark, a postmark with no date, or an illegible postmark, the vote by mail ballot identification envelope is date stamped by the City's Elections Official upon receipt of the vote by mail ballot from the United States Postal Service or a bona fide private mail delivery company, and is signed and dated pursuant to Elections Code Section 3011, on or before the date of the Election.

SECTION 6. In all particulars not recited in this Resolution, the Election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of the time and place of holding the Election is given and the City's Elections Official is authorized, instructed and directed to give further or additional notice of the Election, in time, form and manner as required by law.

SECTION 8. The City Council hereby authorizes the City's Elections Official to administer the Election and directs that all reasonable and actual election expenses be paid by the City upon presentation of a properly submitted bill.

SECTION 9. 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 10. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

(SIGNATURES AND RECORD OF VOTE ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on January 24, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Robles, Deputy City Clerk

CITY COUNCIL

ITEM NO. 6.8

RESOLUTION NO. CC 2019-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, JUNE 4, 2019

WHEREAS, a General Municipal Election is to be held in the City of Industry, California (“City”), on June 4, 2019; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request certain services from the County of Los Angeles (“County”); and

WHEREAS, all necessary expenses in performing these services shall be paid by the City.

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

SECTION 1. Pursuant to the provisions of California Elections Code Section 10002, the City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the City’s election:

1. The computer record of the names and addresses of all eligible registered voters in the City in order that the City’s consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print rosters of voters and street indexes
2. Voter signature verification services as needed;
3. Make available to the City, election supplies, equipment and assistance necessary to conduct the election in accordance with state law.

SECTION 2. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. The City Clerk is directed to forward without delay, a copy of this Resolution, to the County Board of Supervisors and to the County Election Department.

SECTION 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to

any person or circumstances, such as illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on January 24, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Robles, Deputy City Clerk