

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

SEPTEMBER 12, 2019
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
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.

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

5. Presentations: Official welcome to Industry Sheriff's Station, Captain Bobby Wyche.
6. Proclamations: Proclamation Declaring September 2019 as Childhood Cancer Awareness Month.

7. **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.

7.1 Consideration of the Register of Demands for September 12, 2019

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

7.2 Consideration of the minutes of the September 8, 2016 and the July 11, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

7.3 Consideration of Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc., to continue to prepare 30% Preliminary Design for Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program through December 31, 2019 (Contract No. 2017-1002)

RECOMMENDED ACTION: Approve the Amendment.

8. **ACTION ITEMS**

8.1 Consideration of Resolution No. CC 2019-44 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE RICHARD D. DAVIS FOUNDATION IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00)

RECOMMENDED ACTION: Approve Resolution No. CC 2019-44.

8.2 Consideration of a Professional Services Agreement with WKE, Inc. for the Preliminary Study of a Bridge Rehabilitation on Valley Boulevard in an amount not to exceed \$49,771.00 (MP 10-08 #11)

RECOMMENDED ACTION: Approve the Agreement.

- 8.3 Consideration of a Professional Services Agreement with PlaceWorks, Inc. to provide the California Environmental Quality Act Documentation for the Grand Avenue Widening project in an amount not to exceed \$38,037.00 (MP 99-31 #54)

RECOMMENDED ACTION: Approve the Agreement.

- 8.4 Consideration of Amendment No. 1 to the Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLP, for code enforcement legal services, extending the term through June 30, 2023

RECOMMENDED ACTION: Approve the Amendment.

- 8.5 Consideration of Amendment No. 2 to the Professional Services Agreement with Nobel Systems, Inc., for subscription services for online hosting of GeoViewer, extending the term through June 30, 2022, and increasing the compensation by \$55,550

RECOMMENDED ACTION: Approve the Amendment.

- 8.6 Consideration of Award of Agreement No. CITY-1434, Resurfacing of Don Julian Road from 6th Avenue to 7th Avenue, and Unruh Avenue from Nelson Avenue to Cul-De-Sac and Sidewalk on Turnbull Canyon Road and Intersection Widening and Traffic Signal Installation at Don Julian Road and 6th Avenue, to Gentry Brothers in an amount not to exceed \$806,400.20, and Notice of Exemption regarding same

RECOMMENDED ACTION: Award the contract to Gentry Brothers in the amount of \$806,400.20, and adopt a Notice of Exemption for the project.

- 8.7 Consideration of an Appointment to the City of Industry Property and Housing Management Authority Board of Directors

RECOMMENDED ACTION: Discuss and consider making an appointment to the IPHMA Board of Directors.

9. **PUBLIC HEARING ITEMS**

- 9.1 Introduction and Consideration of Ordinance No. 806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 17.08.045 (COLLECTIBLE MALL) TO CHAPTER 17.08 (DEFINITIONS), AND AMENDING SECTION 17.12.025 (USES PERMITTED WITHCONDITIONAL USE PERMIT) OF CHAPTER 17.12 (COMMERCIAL ZONE), OF TITLE 17 (ZONING), OF THE CITY OF

INDUSTRY MUNICIPAL CODE, TO PERMIT COLLECTIBLE MALLS IN THE COMMERCIAL ZONE UPON APPROVAL OF A CONDITIONAL USE PERMIT, AND ADOPTING A NEGATIVE DECLARATION REGARDING SAME

RECOMMENDED ACTION: (1) open the public hearing and take public testimony; (2) waive reading of Ordinance No. 806 and read by title only; (3) introduce Ordinance No. 806, an Ordinance of the City Council of the City of Industry, California, adding Section 17.08.045 (Collectible Mall) to Chapter 17.08 (Definitions), and Amending Section 17.12.025 (Uses Permitted with Conditional Use Permit) of Chapter 17.12 (Commercial Zone), of Title 17 (Zoning), of the City of Industry Municipal Code, to permit collectible malls in the Commercial Zone upon approval of a Conditional Use Permit, and adopting a Negative Declaration regarding same

10. **CITY MANAGER REPORTS**

11. **AB 1234 REPORTS**

12. **CITY COUNCIL COMMUNICATIONS**

13. **CLOSED SESSION**

13.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

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

Superior Court of California, County of San Bernardino

Case No. BC719390

13.2 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

14. Adjournment: In Memory of Sergeant Ernie Barbosa

The next regular City Council Meeting will be Thursday, September 26, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 7.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 12, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,087,007.77
103	PROP A FUND	7,719.83
120	CAPITAL IMPROVEMENT FUND	822,686.38
TOTAL ALL FUNDS		3,917,413.98

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	669,385.46
PROP/A	PROP A - CKING ACCOUNT	7,719.83
WFBK	WELLS FARGO - CKING ACCOUNT	3,240,308.69
TOTAL ALL BANKS		3,917,413.98

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
1125	07/22/2019		MIDAMERICA ADMINISTRATIVE &	\$95,061.24
	Invoice	Date	Description	Amount
	AUG-SEP2019	07/22/2019	MEDICAL PREMIUM REIMBURSEMENTS	\$95,061.24
1126	08/22/2019		MIDAMERICA ADMINISTRATIVE &	\$35,180.39
	Invoice	Date	Description	Amount
	SEP-OCT2019	08/22/2019	MEDICAL PREMIUM REIMBURSEMENTS	\$35,180.39
1127	08/23/2019		CAL-PERS	\$49,221.50
	Invoice	Date	Description	Amount
	SEP2019	08/23/2019	CALPERS MEDICAL PREMIUM FOR SEPTEMBER 2019	\$49,221.50
1128	08/29/2019		U.S. BANK	\$469,776.48
	Invoice	Date	Description	Amount
	08/29/19	08/29/2019	PAYMENT OF 1998 REVENUE BOND	\$469,776.48
1129	09/03/2019		CITY OF INDUSTRY	\$20,145.85
	Invoice	Date	Description	Amount
	09/03/19	09/03/2019	REPLENISH ACCOUNT	\$20,145.85

Checks	Status	Count	Transaction Amount
	Total	5	\$669,385.46

CITY OF INDUSTRY

PROP A

September 12, 2019

Check	Date			Payee Name	Check Amount		
PROPA.CHK - Prop A Checking							
90107	09/04/2019			SO CALIFORNIA EDISON COMPANY	\$132.24		
	Invoice	Date	Description	Amount			
	2020-00000237	08/22/2019	7/23-8/21/19 SVC-600S BREA CYN B	\$132.24			
90108	09/12/2019			COUNTY OF LA DEPT OF PUBLIC	\$2,280.34		
	Invoice	Date	Description	Amount			
	PW-19081300351	08/13/2019	FAIRWAY GRADE SEPARATION	\$1,137.14			
	PW-19081300329	08/13/2019	FULLERTON GRADE SEPARATION	\$1,143.20			
90109	09/12/2019			INDUSTRY SECURITY SERVICES	\$5,141.85		
	Invoice	Date	Description	Amount			
	14-24096	08/30/2019	SECURITY SVC-METROLINK	\$1,713.95			
	14-24066	08/16/2019	SECURITY SVC-METROLINK	\$1,713.95			
	14-24079	08/23/2019	SECURITY SVC-METROLINK	\$1,713.95			
90110	09/12/2019			JANUS PEST MANAGEMENT	\$65.00		
	Invoice	Date	Description	Amount			
	212989	07/24/2019	PEST SVC-METROLINK	\$65.00			
90111	09/12/2019			SO CAL INDUSTRIES	\$100.40		
	Invoice	Date	Description	Amount			
	396206	08/13/2019	RR RENTAL-METROLINK	\$100.40			
				Checks	Status	Count	Transaction Amount
				Total		5	\$7,719.83

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
September 12, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71863	08/22/2019		TRINITY FENCE	(\$12,397.67)
	Invoice	Date	Description	Amount
	#7DS-18-024-B	07/01/2019	VOIDED CHECK-WRONG SIGNATURE EXPO CENTER MAIN GATE IMPROVEMENTS	(\$700.00)
	#8DS-18-024-B-R	08/01/2019	RETENTION-EXPO CENTER MAIN GATE	(\$11,732.67)
71877	08/27/2019		EAST SAN GABRIEL VALLEY	(\$25,000.00)
	Invoice	Date	Description	Amount
	08/26/2019	08/26/2019	VOIDED CHECK-WRONG VENDOR NAME DONATION	(\$25,000.00)

Checks	Status	Count	Transaction Amount
	Total	2	(\$37,397.67)

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
September 12, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
10013	08/20/2019		POWEREX ENERGY CORP.	\$10,302.40
	Invoice	Date	Description	Amount
	51001451	08/20/2019	RENEWABLE ENERGY CERTIFICATES	\$10,302.40
10014	09/12/2019		SCHLICHTING, DIANE	\$10,365.35
	Invoice	Date	Description	Amount
	9/1-9/30/19	08/21/2019	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35

Checks	Status	Count	Transaction Amount
	Total	2	\$20,667.75

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71871	08/20/2019		CALIFORNIA CONTRACT CITIES	\$400.00
	Invoice	Date	Description	Amount
	08/21/2019	08/20/2019	EVENT SPONSORSHIP ON 8/21/19	\$400.00
71872	08/22/2019		TRINITY FENCE	\$12,397.67
	Invoice	Date	Description	Amount
	#7DS-18-024-B	07/01/2019	EXPO CENTER MAIN GATE IMPROVEMENTS	\$700.00
	#8DS-18-024-B-R	08/01/2019	RETENTION-EXPO CENTER MAIN GATE	\$11,732.67
71873	08/22/2019		CELESTINE MOJARRO	\$2,500.00
	Invoice	Date	Description	Amount
	8/22/2019	08/22/2019	REMAINDER OF RELOCATION ASSISTANCE-PER	\$2,500.00
71874	08/22/2019		CRYSTAL SALOME	\$2,500.00
	Invoice	Date	Description	Amount
	8/22/2019	08/22/2019	REMAINDER OF RELOCATION ASSISTANCE-PER	\$2,500.00
71875	08/23/2019		HAND IN PAW	\$2,500.00
	Invoice	Date	Description	Amount
	8/22/2019	08/22/2019	DONATION FOR PET ADOPTION PROGRAM	\$2,500.00
71876	08/23/2019		PRICELESS PET RESCUE	\$2,500.00
	Invoice	Date	Description	Amount
	8/22/2019	08/22/2019	DONATION FOR PET ADOPTION PROGRAM	\$2,500.00
71877	08/27/2019		EAST SAN GABRIEL VALLEY	\$25,000.00
	Invoice	Date	Description	Amount
		08/27/2019		

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	08/26/2019	08/26/2019	DONATION	\$25,000.00
71878	08/27/2019		HUMANA INSURANCE COMPANY	\$5,771.98
	Invoice	Date	Description	Amount
	389690409	08/13/2019	DENTAL PREMIUM FOR SEPTEMBER 2019	\$5,771.98
71879	08/27/2019		L A COUNTY REGISTRAR-	\$2,354.75
	Invoice	Date	Description	Amount
	ZA NO 18-1A	08/26/2019	NEGATIVE DECLARATION FEE FOR ZA NO 18-1	\$2,354.75
71880	08/27/2019		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	ZA NO 18-1	08/16/2019	COUNTY PROCESSING FEE FOR ZA NO 18-1	\$75.00
71881	08/27/2019		UNUM LIFE INSURANCE COMPANY	\$4,857.60
	Invoice	Date	Description	Amount
	9/1-9/30/19	08/19/2019	LONG TERM CARE PREMIUM FOR SEPTEMBER 2019	\$4,857.60
71882	08/27/2019		EAST SAN GABRIEL VALLEY	\$25,000.00
	Invoice	Date	Description	Amount
	08/26/2019	08/26/2019	DONATION	\$25,000.00
71883	08/28/2019		SAN GABRIEL VALLEY WATER CO.	\$787.50
	Invoice	Date	Description	Amount
	2020-00000187	08/14/2019	07/15-08/13/19 SVC - 13756 VALLEY	\$190.99
	2020-00000188	08/14/2019	07/15-08/13/19 SVC - 123 IRRIG WORKMAN MILL	\$230.72
	2020-00000189	08/14/2019	07/15-08/13/19 SVC - 132 IRRIG PUENTE	\$365.79

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71884	08/28/2019		SO CALIFORNIA EDISON COMPANY	\$20,756.23
	Invoice	Date	Description	Amount
	2020-00000190	08/10/2019	06/07-08/02/19 SVC - VALLEY BLVD U-VARIOUS SITES	\$766.92
	2020-00000191	08/13/2019	07/12-08/12/19 SVC - 490 7TH U	\$60.61
	2020-00000192	08/13/2019	07/05-08/05/19 SVC - 133 N AZUSA AVE	\$170.67
	2020-00000194	08/16/2019	07/17-08/15/19 SVC - 1341 FULLERTON RD	\$99.17
	2020-00000195	08/16/2019	07/17-08/15/19 SVC - 17635 GALE	\$1,780.06
	2020-00000196	08/16/2019	07/17-08/15/19 SVC - PECK RD S/O PELLISSIER	\$20.47
	2020-00000197	08/17/2019	07/17-08/15/19 SVC - VARIOUS SITES	\$6.93
	2020-00000198	08/17/2019	06/17-08/15/19 SVC - VARIOUS SITES	\$2,764.23
	2020-00000199	08/17/2019	07/18-08/16/19 SVC - 900 NOGALES U	\$40.48
	2020-00000200	08/17/2019	07/17-08/15/19 SVC - VARIOUS SITES	\$8,405.57
	2020-00000201	08/17/2019	06/17-08/15/19 SVC - VARIOUS SITES	\$1,875.73
	2020-00000202	08/17/2019	07/01/16-08/01/19 SVC - VARIOUS SITES	\$4,765.39
71885	08/28/2019		SO CALIFORNIA EDISON COMPANY	\$260.64
	Invoice	Date	Description	Amount
	2020-00000193	08/16/2019	07/17-08/15/19 SVC - 19001 TONNER CYN RD	\$260.64
71886	08/28/2019		THREE VALLEYS MUNICIPAL WATER	\$2,022.24
	Invoice	Date	Description	Amount
	05381	07/31/2019	07/01-07/31/19 SVC - TONNER CANYON	\$2,022.24
71887	08/28/2019		FIDELITY SECURITY LIFE	\$1,277.88
	Invoice	Date	Description	Amount
	164023420	09/01/2019	VISION PREMIUM FOR SEPTEMBER 2019	\$1,277.88

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71888	08/28/2019		MUTUAL OF OMAHA	\$5,875.09
	Invoice	Date	Description	Amount
	996533778	09/01/2019	LIFE INSURANCE PREMIUM FOR SEPTEMBER 2019	\$5,875.09
71889	09/03/2019		AT & T	\$547.73
	Invoice	Date	Description	Amount
	2020-00000212	08/17/2019	08/17-09/16/19 SVC - TONNER CYN-GUARD SHACK	\$278.76
	2020-00000213	08/17/2019	08/17-09/16/19 SVC - TONNER CYN-RADIO	\$268.97
71890	09/03/2019		FRONTIER	\$332.13
	Invoice	Date	Description	Amount
	2020-00000214	08/16/2019	08/16-09/15/19 SVC - PH AUTO PLAZA	\$181.81
	2020-00000215	08/16/2019	08/16-09/15/19 SVC - BREA CYN PUMP STN	\$76.88
	2020-00000216	08/19/2019	08/19-09/18/19 SVC - FOLLOW'S CAMP GUARD	\$73.44
71891	09/03/2019		SAN GABRIEL VALLEY WATER CO.	\$1,003.96
	Invoice	Date	Description	Amount
	2020-00000217	08/16/2019	07/17-08/15/19 SVC - 14329 VALLEY	\$957.73
	2020-00000218	08/19/2019	07/18-08/16/19 SVC - 336 EL ENCANTO	\$46.23
71892	09/03/2019		SO CALIFORNIA EDISON COMPANY	\$3,035.89
	Invoice	Date	Description	Amount
	2020-00000219	08/17/2019	07/12-08/15/19 SVC - VARIOUS SITES	\$1,803.07
	2020-00000220	08/21/2019	07/22-08/20/19 SVC - 14661 & 14911 CLARK AVE U	\$94.14
	2020-00000221	08/22/2019	07/23-08/21/19 SVC - 575 BREA CANYON RD	\$10.41

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2020-00000222	08/22/2019	07/23-08/21/19 SVC - 580 BREA CYN RD	\$10.06
	2020-00000223	08/22/2019	07/23-08/21/19 SVC - 1007 LAWSON ST TC1	\$44.94
	2020-00000224	08/22/2019	07/23-08/21/19 SVC - 21380 VALLEY PED	\$9.47
	2020-00000225	08/23/2019	07/22-08/20/19 SVC - 1015 NOGALES ST	\$629.34
	2020-00000226	08/24/2019	07/25-08/23/19 SVC - VARIOUS SITES	\$434.46
71893	09/03/2019		SOCALGAS	\$28.60
	Invoice	Date	Description	Amount
	2020-00000227	08/16/2019	07/16-08/14/19 SVC - 610 S BREA CYN RD	\$14.30
	2020-00000228	08/22/2019	07/22-08/20/19 SVC - 13756 VALLEY BLVD	\$14.30
71894	09/03/2019		SUBURBAN WATER SYSTEMS	\$54.99
	Invoice	Date	Description	Amount
	180080772645	08/22/2019	07/24-08/22/19 SVC - 205 HUDSON AVE	\$54.99
71895	09/12/2019		ADVANCED DISCOVERY, INC.	\$1,700.90
	Invoice	Date	Description	Amount
	AD74023	07/31/2019	DOCUMENT MGMT-JUL 2019	\$1,700.90
71896	09/12/2019		AMANDA FOSTER	\$20.90
	Invoice	Date	Description	Amount
	08/29/19	08/29/2019	REIMBURSE FOR MILEAGE	\$20.90
71897	09/12/2019		ANNEALTA GROUP	\$94,653.85
	Invoice	Date	Description	Amount
	1520	08/19/2019	18009 GALE AVE	\$470.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1521	08/19/2019	2501 TURNBULL CYN RD	\$528.65
	1522	08/19/2019	19465 E. WALNUT D, BILLBOARD	\$75.00
	1523	08/19/2019	INDUSTRY BUSINESS CENTER 2	\$535.00
	1524	08/19/2019	13191 CROSSROADS, OFFICE BLDG	\$658.00
	1525	08/19/2019	PENSKE DEALERSHIP	\$267.50
	1526	08/19/2019	RAISING CANES, AZUSA AVE	\$2,889.00
	1519	08/19/2019	17835 GALE AVE	\$2,765.00
	1518	08/19/2019	1600 AZUSA AVE #174 & 178	\$1,092.00
	1516	08/19/2019	GENERAL DEVELOPMENT SVC-JUL 2019	\$24,782.50
	1514	08/19/2019	GENERAL PLANNING SVC-JUL 2019	\$39,840.20
	1517	08/19/2019	STORMWATER COMPLIANCE-JUL 2019	\$13,140.00
	1515	08/19/2019	PUBLIC WORKS SUPPORT SVC-JUL 2019	\$7,611.00
71898	09/12/2019		ARAMARK REFRESHMENT SERVICE,	\$103.25
	Invoice	Date	Description	Amount
	6611460	08/27/2019	COFFEE SVC AND SUPPLIES	\$103.25
71899	09/12/2019		AVANT-GARDE, INC	\$202.50
	Invoice	Date	Description	Amount
	5630	08/01/2019	PROJECT MGMT-CITYWIDE BRIDGES	\$202.50
71900	09/12/2019		BC TRAFFIC SPECIALIST	\$3,500.00
	Invoice	Date	Description	Amount
	510723	08/01/2019	EQUIPMENT RENTAL FOR BIXBY DR CLOSURE	\$3,500.00
71901	09/12/2019		BRYAN PRESS	\$396.09

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	0082016	08/13/2019	DOOR DECALS	\$396.09
71902	09/12/2019		CAL-PERS	\$1,050.00
	Invoice	Date	Description	Amount
	100000015779401	08/20/2019	FEES FOR GASB-68 REPORTS	\$1,050.00
71903	09/12/2019		CARLSON, CALLADINE & PETERSON,	\$4,871.50
	Invoice	Date	Description	Amount
	21205	08/16/2019	LEGAL SVC-JUL 2019	\$4,871.50
71904	09/12/2019		CASC ENGINEERING AND	\$14,763.50
	Invoice	Date	Description	Amount
	41027	07/31/2019	NPDES CONSULTING-COI	\$8,005.00
	0041036	07/31/2019	INITIAL STUDY-GRANK & SON COLLECTIBLE SHOW	\$6,758.50
71905	09/12/2019		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	650872	07/23/2019	WATER TREATMENT-JUL 2019	\$283.00
71906	09/12/2019		CHRISTINA AGUIRRE	\$2,725.34
	Invoice	Date	Description	Amount
	SUMMER 2019	08/28/2019	REIMBURSE FOR TUITION/BOOKS & GRAD FEE	\$2,725.34
71907	09/12/2019		CINTAS CORPORATION LOC 693	\$437.16
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	4028703670	08/26/2019	DOOR MATS	\$55.60
	4027725046	08/12/2019	DOOR MATS	\$270.36
	4028198564	08/19/2019	DOOR MATS	\$55.60
	4027766464	08/12/2019	DOOR MATS	\$55.60
71908	09/12/2019		CITY OF FOSTER CITY	\$728.77
	Invoice	Date	Description	Amount
	13247	08/20/2019	CALOPPS ANNUAL FEE 7/1/19-9/14/19	\$728.77
71909	09/12/2019		CITY OF INDUSTRY	\$2,797.10
	Invoice	Date	Description	Amount
	2020-00000004	07/31/2019	IH FUEL PUMPS-CITY HALL VEHICLES	\$592.39
	2020-00000002	07/31/2019	IH FUEL PUMPS-SECURITY VEHICLES	\$2,204.71
71910	09/12/2019		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R PE 8/23/19	08/27/2019	REPLENISH PAYROLL PE 8/23/19	\$100,000.00
71911	09/12/2019		CIVILTEC ENGINEERING, INC	\$188.00
	Invoice	Date	Description	Amount
	41090	08/14/2019	FOUR GRADE SEPARATION PUMP STATIONS	\$188.00
71912	09/12/2019		CNC ENGINEERING	\$276,181.32
	Invoice	Date	Description	Amount
	458912	06/27/2019	FISCAL YEAR BUDGET	\$6,682.50
	459259	08/29/2019	CITY STREET LIGHT PURCHASE	\$925.00

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WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
459262	08/29/2019	EMERGENCY STANDBY POWER GENERATOR	\$6,062.50
459263	08/29/2019	ELECTRIC VEHICLE CHARGING STATION	\$190.00
459264	08/29/2019	RESURFACING DESIGN-EXPO PARKING LOT	\$3,302.50
459265	08/29/2019	EXPO CENTER MAIN GATE	\$142.50
459266	08/29/2019	EXPO BARN FACILITY LIGHTING	\$660.00
459267	08/29/2019	AVALON ROOM DESIGN	\$2,035.00
459268	08/29/2019	METROLINK STATION SECURITY SYSTEM	\$1,017.50
459269	08/29/2019	HATCHER YARD FACILITY DEMO	\$1,495.00
459270	08/29/2019	CITYWIDE ADA SELF-EVALUATION/TANSITION PLAN	\$1,110.00
459271	08/29/2019	SITE PLAN FOR SHERIFF TRAILER	\$19,020.00
459274	08/29/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$862.50
459275	08/29/2019	CATCH BASIN RETROFITS	\$2,538.75
459276	08/29/2019	SEWER DESIGN-EXPO CENTER	\$8,342.50
459277	08/29/2019	FULLERTON RD PCC	\$1,320.00
459278	08/29/2019	ANNUAL PAVEMENT REHABILITATION	\$3,320.00
459279	08/29/2019	ANNUAL SLURRY SEAL	\$1,390.00
459280	08/29/2019	RESURFACING OF DON JULIAN RD	\$24,462.50
459281	08/29/2019	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$370.00
459282	08/29/2019	STARHILL LN/3RD AVE WATERLINE	\$1,550.00
459283	08/29/2019	4TH AVE/TRAILSIDE WATERLINE	\$620.00
459284	08/29/2019	DON JULIAN/BASETDALE WATERLINE	\$2,355.00
459285	08/29/2019	GENERAL ENG SVC-PLAN APPROVAL	\$18,602.50
459286	08/29/2019	GENERAL ENG SVC-TRAFFIC	\$5,548.75
459287	08/29/2019	GENERAL ENG SVC-COUNTER SERVICE	\$10,746.00
459288	08/29/2019	GENERAL ENG SVC-PERMITS	\$25,692.50
459289	08/29/2019	WALNUT DR SOUTH WIDENING	\$26,498.75

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
459290	08/29/2019		ARENTH AVE RECONSTRUCTION	\$5,928.75
459291	08/29/2019		GENERAL ENG SVC 8/5-8/25/19	\$67,962.08
459292	08/29/2019		NPDES STORM WATER	\$5,206.25
459295	08/29/2019		EXPO CENTER STANDARDS OF FACILITY MAINT	\$14,749.49
459303	08/29/2019		PAINT EVALUATION-WROUGHT IRON FENCE	\$660.00
459304	08/29/2019		INDUSTRY HILLS FUEL TANKS DISPENSING	\$742.50
459273	08/29/2019		FOUR GRADE SEPARATION PUMP STATIONS	\$4,070.00
71913	09/12/2019		CNC ENGINEERING	\$112,277.50
Invoice	Date		Description	Amount
459272	08/29/2019		EL ENCANTO IMPROVEMENTS	\$5,032.50
459293	08/29/2019		TONNER CYN PROPERTY	\$762.50
459294	08/29/2019		PUENTE VALLEY UNIT REMEDIATION	\$577.50
459296	08/29/2019		CIWS MGMT AND OPERATION	\$825.00
459297	08/29/2019		CHINO RANCH #1 DAM RENOVATION	\$650.00
459298	08/29/2019		VARIOUS CITY PAID EXPENSES FOR TRES	\$10,562.50
459299	08/29/2019		CITY HALL MAINT	\$7,632.50
459300	08/29/2019		HOMESTEAD MUSEUM IMPROVEMENTS	\$6,147.50
459301	08/29/2019		SAN JOSE AVE RECONSTRUCTION	\$2,225.00
459302	08/29/2019		TRAFFIC SIGNAL IMPROVEMENTS	\$2,077.50
459305	08/29/2019		HIGHWAY BRIDGE PROGRAM	\$185.00
459306	08/29/2019		FISCAL YEAR BUDGET	\$11,455.00
459307	08/29/2019		ROWLAND ST RECONSTRUCTION	\$1,890.00
459308	08/29/2019		BUSINESS PKY PCC PAVEMENT	\$3,665.00
459309	08/29/2019		AZUSA AVE/TEMPLE AVE MODIFICATIONS	\$845.00
459310	08/29/2019		FOLLOW'S CAMP PROPERTY	\$5,445.00

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
459311	08/29/2019		RESURFACING VALLEY BLVD	\$465.00
459312	08/29/2019		VARIOUS ASSIGNMENTS RELATED TO SA	\$5,592.50
459313	08/29/2019		NELSON AVE/PUENTE AVE WIDENING	\$1,687.50
459314	08/29/2019		ARENTH AVE RECONSTRUCTION	\$1,150.00
459315	08/29/2019		ARENTH AVE ST LIGHT PROJ	\$1,387.50
459316	08/29/2019		ARENTH GUARD RAIL INSTALLATION	\$580.00
459317	08/29/2019		TARGET SPEED SURVEY	\$2,972.50
459318	08/29/2019		VALLEY BLVD RECONSTRUCTION	\$2,775.00
459319	08/29/2019		CARTEGRAPH MGMT	\$12,072.50
459320	08/29/2019		HOMESTEAD MUSEUM UPGRADES	\$4,315.00
459321	08/29/2019		GRAND AVE BRIDGE WIDENING	\$9,245.00
459322	08/29/2019		FULLERTON RD GRADE SEPARATION	\$6,600.00
459323	08/29/2019		FAIRWAY DR GRADE SEPARATION	\$2,405.00
459324	08/29/2019		TURNBULL CYN RD GRADE SEPARATION	\$722.50
459325	08/29/2019		ALAMEDA CORRIDOR GRADE SEPARATION STUDIES	\$330.00
71914	09/12/2019		COMFORT SYSTEMS USA	\$9,559.05
	Invoice	Date	Description	Amount
	92005872	07/15/2019	A/C MAINT JUL 2019-EL ENCANTO	\$1,973.83
	92005739	06/24/2019	REPLACE VALVE KIT-EL ENCANTO	\$1,663.73
	92005661	06/19/2019	A/C MAINT JUN 2019-EL ENCANTO	\$1,973.83
	92005401	05/20/2019	A/C MAINT APR 2019-EL ENCANTO	\$1,973.83
	92005400	05/20/2019	A/C MAINT MAY 2019-EL ENCANTO	\$1,973.83
71915	09/12/2019		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	81977876	07/31/2019	GEOGRAPHIC PKG-JUL 2019	\$192.50
71916	09/12/2019		CORONA CONSTRUCTORS	\$2,491.80
	Invoice	Date	Description	Amount
	08/14/2019	08/14/2019	FEES WERE COLLECTED UNDER WRONG PERMIT	\$2,491.80
71917	09/12/2019		COUNTY OF LA DEPT OF PUBLIC	\$80,107.99
	Invoice	Date	Description	Amount
	PW-19081300579	08/13/2019	TRAFFIC SIGNAL MAINT	\$1,422.74
	PW-19081300364	08/13/2019	SEWER SYSTEM MGMT	\$1,179.18
	PW-19081300275	08/13/2019	WALNUT DR SOUTH WIDENING	\$608.98
	PW-19081300303	08/13/2019	STREET MAINT/INSPECTION	\$6,457.71
	PW-19081300302	08/13/2019	PAVEMENT PATCHING	\$21,111.07
	PW-19081300298	08/13/2019	STORM DAMAGE RESPONSE	\$8,969.56
	PW-19081300299	08/13/2019	LITTER/DEBRIS REMOVAL	\$1,238.22
	PW-19081300297	08/13/2019	PUMP HOUSE MAINT	\$637.71
	PW-19081300304	08/13/2019	EMERGENCY ROAD CLOSURE	\$431.30
	PW-19081300301	08/13/2019	INSPECTION OF SIDEWALK & CURB	\$84.01
	PW-19081300300	08/13/2019	CONCRETE REPAIRS	\$3,909.97
	PW-19081300319	08/13/2019	TRAFFIC SIGNING	\$539.63
	PW-19081300368	08/13/2019	TRAFFIC SIGNAL SHUT DOWN	\$1,890.77
	PW-19081300577	08/13/2019	TRAFFIC SIGNAL MAINT	\$25,019.66
	PW-19081300578	08/13/2019	TRAFFIC SIGNAL MAINT	\$6,607.48
71918	09/12/2019		COUNTY OF LOS ANGELES	\$103,978.66
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	02586H	07/03/2019	WEED ABATEMENT-VARIOUS SITES 4/1/19-6/30/19	\$103,978.66
71919	09/12/2019		CREATIVE IMAGE PRODUCTS	\$848.04
	Invoice	Date	Description	Amount
	1586	08/20/2019	MEN'S & LADIES CAMP SHIRTS	\$848.04
71920	09/12/2019		D M V RENEWAL	\$44.00
	Invoice	Date	Description	Amount
	1298317&1534752	08/20/2019	VEHICLE REGISTRATION REPLACEMENT LIC 1298317	\$44.00
71921	09/12/2019		DAPEER, ROSENBLIT, AND LITVAK,	\$7,029.70
	Invoice	Date	Description	Amount
	16183	07/31/2019	LEGAL SVC-CODE ENFORCEMENT	\$6,721.70
	16184	07/31/2019	SPECIALIZED LEGAL SVC-JUL 2019	\$308.00
71922	09/12/2019		DEPT OF ANIMAL CARE & CONTROL	\$7,914.70
	Invoice	Date	Description	Amount
	08/25/19	08/25/2019	SHELTER COST-JUL 2019	\$7,914.70
71923	09/12/2019		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	9183	08/15/2019	PUENTE HILLS AUTO DISPLAY	\$1,763.00
71924	09/12/2019		ENVIRONMENTAL SYSTEMS	\$14,785.37
	Invoice	Date	Description	Amount
	93686817	08/21/2019	SUBSCRIPTION RENEWAL TO ARCGIS ONLINE	\$14,785.37

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71925	09/12/2019		EXCEL PAVING COMPANY	\$510,938.50
	Invoice	Date	Description	Amount
	#4CITY-1420R	09/01/2019	WALNUT DR SOUTH WIDENING AND STORM DRAIN	\$537,830.00
71926	09/12/2019		FEDERAL EXPRESS CORP.	\$194.44
	Invoice	Date	Description	Amount
	6-701-57497	08/09/2019	MESSENGER SVC	\$194.44
71927	09/12/2019		FIRST SOURCE, LLC	\$449.76
	Invoice	Date	Description	Amount
	765881	08/16/2019	STORE MERCHANDISE-HOMESTEAD	\$449.76
71928	09/12/2019		FUEL PROS, INC.	\$380.00
	Invoice	Date	Description	Amount
	44370	07/30/2019	IH FUEL STATION MAINT	\$380.00
71929	09/12/2019		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	157631	08/19/2019	LEGISLATIVE SVC-AUG 2019	\$10,000.00
71930	09/12/2019		GRAND CENTRAL RECYCLING &	\$2,363.65
	Invoice	Date	Description	Amount
	3710975	07/31/2019	GREEN & SOLID WASTE-CITY HALL	\$2,363.65
71931	09/12/2019		HADDICK'S AUTO BODY	\$2,288.17
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	048104	08/27/2019	AUTO MAINT-LIC 1279616	\$200.22
	048098	08/27/2019	AUTO MAINT-LIC 1429339	\$474.77
	048100	08/27/2019	AUTO MAINT-LIC 1347776	\$589.15
	048101	08/27/2019	AUTO MAINT-LIC 1210025	\$919.01
	048103	08/27/2019	AUTO MAINT-LIC 1370863	\$65.02
	H-87878	08/03/2019	TOWING SVC-LIC 1347776	\$40.00
71932	09/12/2019		HISTORICAL RESOURCES, INC.	\$101,262.55
	Invoice	Date	Description	Amount
	08/29/19	08/29/2019	REIMBURSE FOR F & M CREDIT CARD	\$4,787.62
	08/29/19-A	08/29/2019	REIMBURSE FOR OFFICE SUPPLIES	\$387.07
	08/29/19-B	08/29/2019	AGRMT REIMBURSEMENT FOR AUG 2019	\$96,087.86
71933	09/12/2019		HOME DEPOT CREDIT SERVICES	\$325.22
	Invoice	Date	Description	Amount
	0901355	08/21/2019	TOILETS (3)-HATCHER WAREHOUSE	\$325.22
71934	09/12/2019		HOWARD ROOFING COMPANY	\$22,066.00
	Invoice	Date	Description	Amount
	1900290	08/19/2019	ROOF REPAIRS-EXPO CENTER (PAVILION BLDG)	\$22,066.00
71935	09/12/2019		IDS GROUP, INC.	\$13,699.66
	Invoice	Date	Description	Amount
	19X002.20-2	04/30/2019	ANALYSIS/ASSESSMENT-EXPO PATIO CAFE	\$13,699.66
71936	09/12/2019		INDUSTRY SECURITY SERVICES	\$24,975.89

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	14-24090	08/30/2019	SECURITY SVC-VARIOUS SITES	\$8,296.34
	14-24060	08/16/2019	SECURITY SVC-VARIOUS SITES	\$7,654.92
	14-24073	08/23/2019	SECURITY SVC-VARIOUS SITES	\$8,327.88
	14-24083	08/23/2019	VEHICLE FUEL-TRES HERMANOS	\$696.75
71937	09/12/2019		INDUSTRY SECURITY SERVICES	\$35,179.75
	Invoice	Date	Description	Amount
	14-24085	08/30/2019	SECURITY SVC 8/23-8/29/19	\$11,731.84
	14-24055	08/16/2019	SECURITY SVC 8/9-8/15/19	\$11,716.07
	14-24068	08/23/2019	SECURITY SVC 8/16-8/22/19	\$11,731.84
71938	09/12/2019		INDUSTRY TIRE SERVICE	\$414.91
	Invoice	Date	Description	Amount
	0290380	08/23/2019	TIRE REPAIR-LIC 1429333	\$25.00
	0290331	08/21/2019	REPAIR LOOSE TIRE	\$175.12
	0290228	08/16/2019	REPLACE TIRE-LIC 1429333	\$214.79
71939	09/12/2019		INTERIOR IMAGES, INC.	\$5,581.29
	Invoice	Date	Description	Amount
	2991 REV	08/12/2019	INTERIOR DESIGN-EL ENCANTO FACILITY	\$5,581.29
71940	09/12/2019		JANUS PEST MANAGEMENT	\$9,451.00
	Invoice	Date	Description	Amount
	214319	07/31/2019	ADD'L PEST SVC-HOMESTEAD	\$65.00
	212232	07/01/2019	PEST SVC-HOMESTEAD	\$580.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	212170	07/24/2019	FUMIGATION OF PUMP HOUSE-HOMESTEAD	\$1,590.00
	213402	08/01/2019	PEST SVC-HOMESTEAD	\$580.00
	212911	07/12/2019	PEST SVC-CITY HALL	\$145.00
	213054	08/01/2019	RODENT SVC-15252 STAFFORD ST	\$300.00
	212913	07/12/2019	PEST SVC-15660 STAFFORD ST	\$85.00
	212914	07/12/2019	PEST SVC-15559 RAUSCH RD	\$85.00
	212912	07/12/2019	PEST SVC-IMC	\$145.00
	213033	07/18/2019	PEST SVC-OLD BREA CYN RD	\$168.00
	213048	08/01/2019	RODENT SVC-CHESTNUT/ANAHEIM & PUENTE	\$896.00
	213052	08/01/2019	RODENT SVC-15400 STAFFORD ST	\$972.00
	212316	08/01/2019	PEST SVC-TONNER CYN	\$3,840.00
71941	09/12/2019		JEFF PARRIOTT PHOTOGRAPHIC	\$4,947.57
	Invoice	Date	Description	Amount
	00563	08/28/2019	FRAMING OF RECOGNITION CERTIFICATE	\$230.07
	00562	08/28/2019	PROF SVC-HOMESTEAD	\$4,717.50
71942	09/12/2019		JMDiaz, Inc.	\$13,673.12
	Invoice	Date	Description	Amount
	032 (19-133)	07/31/2019	STAFF AUGMENTATION-JUL 2019	\$13,673.12
71943	09/12/2019		KLEINFELDER, INC.	\$4,212.50
	Invoice	Date	Description	Amount
	001244555	06/14/2019	ARENTH AVE INV & RAP	\$3,212.50
	001249580	07/30/2019	ARENTH AVE INV & RAP	\$1,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71944	09/12/2019		KLINE'S PLUMBING, INC.	\$160.00
	Invoice	Date	Description	Amount
	11197	08/19/2019	REPAIR FLOOR DRAIN-IBC	\$160.00
71945	09/12/2019		L A COUNTY SHERIFF'S	\$898,511.69
	Invoice	Date	Description	Amount
	200041AL	08/09/2019	SHERIFF CONTRACT-JUL 2019	\$898,511.69
71946	09/12/2019		LA PUENTE VALLEY COUNTY	\$286.63
	Invoice	Date	Description	Amount
	BS;08/19	08/21/2019	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.63
71947	09/12/2019		LEIGHTON CONSULTING INC	\$12,893.55
	Invoice	Date	Description	Amount
	36534	08/13/2019	WALNUT DR WIDENING & STORM DRAIN	\$12,893.55
71948	09/12/2019		LOCKE LORD LLP	\$38,623.57
	Invoice	Date	Description	Amount
	1516317	08/08/2019	LEGAL SVC-JUL 2019	\$15,749.97
	1516300	08/08/2019	LEGAL SVC-JUL 2019	\$22,500.10
	1516299	08/08/2019	LEGAL SVC-JUL 2019	\$373.50
71949	09/12/2019		LOCKS PLUS, INC.	\$470.00
	Invoice	Date	Description	Amount
	34107	08/01/2019	REPAIR DOOR LOCK-HOMESTEAD	\$130.00
	34108	08/01/2019	REPAIR DOOR LOCKS-CITY HALL	\$340.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71950	09/12/2019		MARISCAL PAINTING	\$35,875.00
	Invoice	Date	Description	Amount
	#6DS.18-040B-R	09/01/2019	RETENTION-INDUSTRY HILLS GRAND ARENA	\$35,875.00
71951	09/12/2019		MERRITT'S ACE HARDWARE	\$21.97
	Invoice	Date	Description	Amount
	113409	08/09/2019	MISC SUPPLIES-HOMESTEAD	\$21.97
71952	09/12/2019		MR PLANT & INTERIOR BOTANICAL	\$720.00
	Invoice	Date	Description	Amount
	SEPT 12031	09/01/2019	PLANT MAINT-SEP 2019	\$720.00
71953	09/12/2019		MX GRAPHICS, INC.	\$205.16
	Invoice	Date	Description	Amount
	18938	08/20/2019	BLUEPRINT SVC-JN 6201	\$205.16
71954	09/12/2019		NEARMAP US INC.	\$2,500.00
	Invoice	Date	Description	Amount
	INV00129830	08/21/2019	HIGH RESOLUTION IMAGERY	\$2,500.00
71955	09/12/2019		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	332	08/31/2019	JANITORIAL SVC-IBC	\$1,467.00
	330	08/31/2019	JANITORIAL SVC-CITY HALL	\$5,500.00
	331	08/31/2019	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71956	09/12/2019		OPEN TEXT INC.	\$45.50
	Invoice	Date	Description	Amount
	07634191908	08/02/2019	FAX SVC-JUL 2019	\$45.50
71957	09/12/2019		OWEN GROUP, INC.	\$25,812.50
	Invoice	Date	Description	Amount
	5207	08/12/2019	ADA EVALUATION AND TRANSITION PLAN	\$25,812.50
71958	09/12/2019		PADILLA, YVETTE	\$2,116.41
	Invoice	Date	Description	Amount
	SUMMER 2019	08/28/2019	REIMBURSE FOR TUITION AT UNIVERSITY OF LA	\$1,385.00
	SUMMER 2019-A	08/21/2019	REIMBURSEMENT FOR BOOKS-SUMMER 2019	\$121.41
	8/17/19-TEST	08/19/2019	REIMBURSE FOR DANTES TESTING-FUNDAMENTALS	\$610.00
71959	09/12/2019		PARS	\$600.00
	Invoice	Date	Description	Amount
	43598	08/08/2019	ARS FEES-JUN 2019	\$300.00
	43628	08/08/2019	REP FEES-JUN 2019	\$300.00
71960	09/12/2019		PEDROZA JR, SAMUEL	\$292.27
	Invoice	Date	Description	Amount
	8/20/2019	08/20/2019	REIMBURSE FOR FIRE STATION VISIT-LUNCH	\$292.27
71961	09/12/2019		PLACEWORKS	\$4,324.25
	Invoice	Date	Description	Amount
	69637	07/31/2019	PENSKE DEALERSHIP	\$4,295.50

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September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	69653	07/31/2019	CEQA FOR NELSON/PUENTE & NELSON/SUNSET	\$28.75
71962	09/12/2019		POST ALARM SYSTEMS	\$295.51
	Invoice	Date	Description	Amount
	1194600	08/05/2019	MINITORING SVC-HOMESTEAD	\$295.51
71963	09/12/2019		R.P. LAURAIN & ASSOCIATES, INC.	\$5,800.00
	Invoice	Date	Description	Amount
	9674	08/19/2019	APPRAISAL FEES 15710-15724 RAUSCH RD	\$5,800.00
71964	09/12/2019		RICOH USA, INC.	\$1,059.57
	Invoice	Date	Description	Amount
	32232694	08/16/2019	COPIER LEASE-FINANCE	\$289.36
	32232194	08/16/2019	COPIER LEASE-TREASURY	\$252.66
	5057359963	08/15/2019	METER READING-HR COPIER	\$53.03
	5057310435	08/08/2019	METER READING-VARIOUS COPIERS	\$432.00
	5057332584	08/12/2019	METER READING-TREASURY COPIER	\$32.52
71965	09/12/2019		RICOH USA, INC.	\$3,098.59
	Invoice	Date	Description	Amount
	64747236	08/24/2019	COPIER LEASE-DEVELOPMENT	\$290.12
	64695035	08/17/2019	COPIER LEASE-HR	\$283.94
	64552537	08/10/2019	COPIER LEASE-VARIOUS	\$2,524.53
71966	09/12/2019		SAN GABRIEL VALLEY	\$17,790.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	CIEXPO19829	08/29/2019	LANDSCAPE SVC-EXPO CENTER	\$17,790.00
71967	09/12/2019		SAN GABRIEL VALLEY NEWSPAPER	\$972.40
	Invoice	Date	Description	Amount
	0000448251	08/01/2019	MONTHLY ADVERTISING-HOMESTEAD	\$972.40
71968	09/12/2019		SAN GABRIEL VALLEY WATER	\$30.00
	Invoice	Date	Description	Amount
	08/23/19	08/23/2019	QTRLY MEETING ON 8/14/19-SAM PEDROZA	\$30.00
71969	09/12/2019		SATSUMA LANDSCAPE & MAINT.	\$116,111.32
	Invoice	Date	Description	Amount
	0819XROADS	08/27/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$29,230.99
	0819CH	08/27/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$30,391.29
	0819CH-1	08/27/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$21,968.96
	0819TA	08/27/2019	LANDSCAPE SVC-TEMPLE & AZUSA	\$34,520.08
71970	09/12/2019		SCS FIELD SERVICES	\$3,814.70
	Invoice	Date	Description	Amount
	0352161	05/31/2019	IBC-BLOWER STATION GRAVEL	\$3,814.70
71971	09/12/2019		SO CAL INDUSTRIES	\$476.29
	Invoice	Date	Description	Amount
	397544	08/21/2019	RR RENTAL-TONNER CYN/57 FWY	\$285.55
	396476	08/14/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	395686	08/09/2019	FENCE ENTAL-IND HILLS	\$90.34

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71972	09/12/2019		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894081019	08/10/2019	BUSINESS INTERNET-AUG 2019	\$938.99
71973	09/12/2019		SPITZZERI, PAUL	\$99.33
	Invoice	Date	Description	Amount
	08/29/19	08/29/2019	REIMBURSE FOR MILEAGE	\$99.33
71974	09/12/2019		SQUARE ROOT GOLF & LANDSCAPE,	\$172,503.29
	Invoice	Date	Description	Amount
	1445ELHM	08/28/2019	LANDSCAPE SVC-HOMESTEAD	\$16,933.98
	1444ELHM	08/28/2019	LANDSCAPE SVC-EL ENCANTO	\$10,054.66
	1443ELHM	08/28/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$5,644.00
	1446H	08/28/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$135,371.76
	1446H-2	08/28/2019	STREET SIGN REPAIRS/INSTALLATION	\$1,753.78
	1446H-1	08/28/2019	GRAFFITI REMOVAL	\$2,745.11
71975	09/12/2019		STAPLES BUSINESS ADVANTAGE	\$1,419.06
	Invoice	Date	Description	Amount
	8055417921	08/17/2019	OFFICE SUPPLIES	\$635.45
	8055342065	08/10/2019	OFFICE SUPPLIES	\$783.61
71976	09/12/2019		TEMP AIR SYSTEM INC.	\$750.00
	Invoice	Date	Description	Amount
	500500	08/14/2019	REPLACE CONDENSER FAN-HOMESTEAD	\$750.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
71977	09/12/2019			TERESA BALCAZAR	\$305.00
	Invoice	Date	Description	Amount	
		08/19/2019	RFUND-CITATION ID153626	\$305.00	
71978	09/12/2019			THE GABRIEL FOUNDATION	\$105,000.00
	Invoice	Date	Description	Amount	
		07/18/2019	INDUSTRY HILLS CHARITY RODEO SPONSORSHIP	\$105,000.00	
71979	09/12/2019			THE TECHNOLOGY DEPOT	\$10,675.00
	Invoice	Date	Description	Amount	
	11449	08/22/2019	NETWORK MAINT-TICKET #14162	\$82.50	
	11450	08/22/2019	NETWORK MAINT-TICKET #14172	\$745.00	
	11448	08/22/2019	NETWORK MAINT-TICKET #14158	\$745.00	
	11439	08/20/2019	NETWORK MAINT-TICKET #14136	\$745.00	
	11438	08/20/2019	NETWORK MAINT-TICKET #14119	\$745.00	
	11492	08/27/2019	NETWORK MAINT-TICKET #14099	\$82.50	
	11491	08/27/2019	NETWORK MAINT-TICKET #14243	\$82.50	
	11493	08/27/2019	NETWORK MAINT-TICKET #14254	\$745.00	
	11508	08/28/2019	NETWORK MAINT-TICKET #14272	\$41.25	
	11509	08/28/2019	NETWORK MAINT-TICKET #14271	\$745.00	
	11522	08/29/2019	NETWORK MAINT-TICKET #14139	\$495.00	
	11523	08/29/2019	NETWORK MAINT-TICKET #14294	\$910.00	
	11524	08/29/2019	NETWORK MAINT-TICKET #14300	\$250.00	
	11483	08/26/2019	NETWORK MAINT-TICKET #14228	\$745.00	
	11366	08/12/2019	NETWORK MAINT-TICKET #13997	\$745.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
11370	08/13/2019	NETWORK MAINT-TICKET #14023		\$41.25
11371	08/13/2019	NETWORK MAINT-TICKET #14014		\$745.00
11418	08/14/2019	NETWORK MAINT-TICKET #13811		\$247.50
11419	08/14/2019	NETWORK MAINT-TICKET #14040		\$745.00
11420	08/14/2019	NETWORK MAINT-TICKET #14029		\$82.50
11422	08/16/2019	NETWORK MAINT-TICKET #14066		\$82.50
11423	08/16/2019	NETWORK MAINT-TICKET #14065		\$827.50
71980	09/12/2019		THOMSON REUTERS - WEST	\$481.80
Invoice	Date	Description	Amount	
840793610	08/04/2019	WEST'S ANNO CALIF CODES	\$481.80	
71981	09/12/2019		TRES HERMANOS CONSERVATION	\$37,869.00
Invoice	Date	Description	Amount	
1017	08/15/2019	MAINT COST MEMBER SHARE FY 19/20	\$37,869.00	
71982	09/12/2019		UNIVERSITY OF LA VERNE	\$4,155.00
Invoice	Date	Description	Amount	
SUMMER 2019	08/28/2019	TUITION FOR IVETTE PADILLA, ID #11865029	\$4,155.00	
71983	09/12/2019		WALNUT VALLEY GLASS & MIRROR	\$3,866.93
Invoice	Date	Description	Amount	
17162	08/20/2019	REPLACED GLASS-205 HUDSON AVE	\$3,866.93	
71984	09/12/2019		WEATHERITE SERVICE	\$2,144.17
Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
September 12, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
L183511	08/14/2019		A/C MAINT-15660 STAFFORD/15559 RAUSCH	\$420.00
L183512	08/14/2019		A/C MAINT-HOMESTEAD	\$643.00
L183508	08/14/2019		A/C MAINT-IBC	\$454.00
L183392	08/06/2019		A/C MAINT-CITY HALL	\$455.17
L183360	08/01/2019		A/C MAINT-IBC	\$172.00
71985	09/12/2019		WINDSTREAM	\$830.17
Invoice	Date	Description	Amount	
71634444	08/10/2019	CITY HALL PHONE SVC-AUG 2019	\$830.17	
71986	09/12/2019		WKE, INC	\$4,472.64
Invoice	Date	Description	Amount	
18008.02	08/20/2019	GRAND AVE NB WIDENING OVER SAN JOSE CREEK	\$4,472.64	

Checks	Status	Count	Transaction Amount
	Total	116	\$3,257,038.61

CITY COUNCIL

ITEM NO. 7.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 8, 2016
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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. 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 D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Abraham N. Cruz, Council Member
Roy Haber, Council Member
Newell W. Ruggles, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; James M. Casso, City Attorney; Diane M. Schlichting, Chief Deputy City Clerk; Alex Gonzalez, Director of Development Services and Administration; Troy Helling, Senior Planner; Clem Calvillo, City Engineer.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

1. CONSIDERATION OF REGISTER OF DEMANDS FOR AUGUST 25, 2016

RECOMMENDED ACTION: Approve the Register of Demands and ratify the issuance of the checks.

2. CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 8, 2016

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 8, 2016
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3. **CONSIDERATION OF THE MINUTES OF JANUARY 28, 2016 REGULAR MEETING; FEBRUARY 11, 2016 REGULAR MEETING; FEBRUARY 23, 2016 SPECIAL MEETING; MARCH 10, 2016 REGULAR MEETING; AND MARCH 21, 2016 SPECIAL MEETING**

RECOMMENDED ACTION: *Approve as submitted.*

4. **CONSIDERATION OF RESOLUTION NO. CC 2016-56 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A SALARY RANGE SCHEDULE FOR CITY OFFICERS AND EMPLOYEES FROM JULY 1, 2015 TO MARCH 9, 2016**

RECOMMENDED ACTION: *Adopt Resolution No. CC 2016-56.*

5. **CONSIDERATION OF RESOLUTION NO. CC 2016-57 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, TO AMEND THE CITY OF INDUSTRY EMPLOYEE AND ANNUITANT HEALTH PLANS**

RECOMMENDED ACTION: *Adopt Resolution No. CC 2016-57.*

6. **CONSIDERATION OF RESOLUTION NO. CC 2016-58 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN INTERFUND LOAN POLICY**

RECOMMENDED ACTION: *Adopt Resolution No. CC 2016-58.*

7. **CONSIDERATION OF RESOLUTION NO. CC 2016-59 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000 AND OVER FOR FY 2016-17**

RECOMMENDED ACTION: *Adopt Resolution No. CC 2016-59.*

8. **CONSIDERATION AND RATIFICATION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CORDOBA CORPORATION FOR UTILITY ADMINISTRATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$1,100,000.00 FROM JULY 12, 2016 – JULY 11, 2017**

RECOMMENDED ACTION: *Approve and ratify the Agreement.*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 8, 2016
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9. **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND BUTSKO UTILITY DESIGN, INC., FOR UTILITY ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$375,000.00 FROM SEPTEMBER 8, 2016 – SEPTEMBER 8, 2019**

RECOMMENDED ACTION: *Approve the Agreement.*

10. **CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND PACIFIC UTILITY INSTALLATION, INC., FOR UTILITY OPERATIONS AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FROM SEPTEMBER 8, 2016 – SEPTEMBER 8, 2019**

RECOMMENDED ACTION: *Approve the Agreement.*

11. **CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND APPLIED METERING TECHNOLOGIES, INC., FOR UTILITY OPERATIONS AND MAINTENANCE SERVICES FOR AN AMOUNT NOT TO EXCEED \$15,000.00 FROM SEPTEMBER 8, 2016 – SEPTEMBER 8, 2019**

RECOMMENDED ACTION: *Approve the Agreement.*

12. **CONSIDERATION OF AUTHORIZATION FOR THE PUBLIC UTILITIES DIRECTOR OR DESIGNEE TO PURCHASE RENEWABLE ENERGY CREDITS FOR THE CITY OF INDUSTRY BY DECEMBER 31, 2016 IN THE AMOUNT \$200,000.00**

RECOMMENDED ACTION: *Authorize the Public Utilities Director or designee to purchase Renewable Energy Credits in the amount of \$200,000.00.*

13. **CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND SAGE ENVIRONMENTAL GROUP LLC, TO PERFORM ADDITIONAL BIOLOGICAL AND REGULATORY COMPLIANCE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$108,000.00**

RECOMMENDED ACTION: *Approve Amendment No. 2.*

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 8, 2016
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14. **CONSIDERATION OF A FINAL INVOICE SUBMITTED BY KINDER-MORGAN L.P., IN THE AMOUNT OF \$159,742.66, TO PERFORM PIPELINE PROTECTION DESIGN AND INSPECTION SERVICES FOR THE VALLEY BOULEVARD IMPROVEMENT PROJECT FROM AZUSA WAY TO FAIRWAY DRIVE**

RECOMMENDED ACTION: Approve the final invoice, and authorized the expenditure in the amount of \$159,742.66.

15. **CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF INDUSTRY AND ROWLAND WATER DISTRICT, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8760-002-908, LOCATED AT 1146 NOGALES STREET, FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS FOR THE FAIRWAY DRIVE GRADE SEPARATION PROJECT**

RECOMMENDED ACTION: Approve the License Agreement.

16. **CONSIDERATION OF ORDINANCE NO. 796 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 3.52.160 (EXCEPTIONS FOR DESIGN-BUILD PROJECT DELIVERY) TO CHAPTER 3.52 (PUBLIC PROJECTS-BIDDING AND PROCEDURES) OF TITLE 3 (REVENUE AND FINANCE) OF THE CITY OF INDUSTRY MUNICIPAL CODE TO AUTHORIZE DESIGN – BUILD AS A METHOD OF DELIVERY FOR PROJECT CONSTRUCTION**

(SECOND READING)

RECOMMENDED ACTION: Approve Ordinance No. 796.

17. **CONSIDERATION OF FORMAL BIDDING ACTIVITY FOR REPAIRS AND SAFETY AND CODE COMPLIANCE LOCATED AT 16200-5 TEMPLE AVENUE AND 16224 TEMPLE AVENUE, PER CITY OF INDUSTRY MUNICIPAL CODE SECTION 3.52.040(A) ADOPTION OF PLANS AND BIDDING – PUBLIC PROJECTS**

RECOMMENDED ACTION: Approve formal bidding activity at 16200-5 Temple Avenue and 16224 Temple Avenue.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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18. CONSIDERATION OF A LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND BOUZA LAW FIRM FOR SPECIAL LEGAL SERVICES IN CONNECTION WITH REAL ESTATE AND OTHER MATTERS

RECOMMENDED ACTION: *Approve the Agreement.*

19. CONSIDERATION OF A LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CARLSON, CALLADINE & PETERSON LLP, FOR SPECIAL LEGAL SERVICES IN CONNECTION WITH POTENTIAL CLAIMS AGAINST CERTAIN FORMER CONTRACTORS TO THE CITY OF INDUSTRY

RECOMMENDED ACTION: *Approve the Agreement.*

Mayor Pro Tem Moss recused herself from check number 64554 for item 1 (Register of Demands) and check number 64648 for item 2 (Register of Demands) because she has a potential or actual financial conflict of interest in that she is employed by CNC Engineering.

Council Member Ruggles recused himself from check number 64566 for item 1 (Register of Demands) and check number 64665 for item 2 (Register of Demands) because he has 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 MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 64554 ON ITEM 1 (REGISTER OF DEMANDS) AND CHECK NUMBER 64648 ON ITEM 2 (REGISTER OF DEMANDS) AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 64566 ON ITEM 1 (REGISTER OF DEMANDS) AND CHECK NUMBER 64665 ON ITEM 2 (REGISTER OF DEMANDS), AND ITEMS 5.4, 5.5, 5.8, 5.13, 5.17 AND 5.19 PULLED FROM THE CONSENT CALENDAR FOR DISCUSSION. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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5.4 CONSIDERATION OF RESOLUTION NO. CC 2016-56 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A SALARY RANGE SCHEDULE FOR THE CITY OFFICERS AND EMPLOYEES FROM JULY 1, 2015 TO MARCH 9 2016

City Manager Philips provided a staff report and Director of Development Services and Administration Gonzalez, provided additional information to the Council and both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER HABER TO ADOPT RESOLUTION NO. CC 2016-56. MOTION 5-0, BY THE FOLLOWING VOTE:

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

5.5 CONSIDERATION OF RESOLUTION NO. CC 2016-57 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, TO AMEND THE CITY OF INDUSTRY EMPLOYEE AND ANNUITANT HEALTH PLANS

City Manager Philips provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2016-57. MOTION 5-0, BY THE FOLLOWING VOTE:

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

5.8 CONSIDERATION AND RATIFICATION OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CORDOBA CORPORATION FOR UTILITY ADMINISTRATION SERVICES FOR AN AMOUNT NOT TO EXCEED \$1,000,000,00 FROM JULY 12, 2016 – JULY 11, 2017

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City Manager Philips provided a staff report and Henry Martinez, Senior Vice President of Water Infrastructure with Cordoba Corporation, provided additional information and both were available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE AND RATIFY THE AGREEMENT. MOTION CARRIED 4-0, WITH COUNCIL MEMBER RUGGLES ABSTAINING, BY THE FOLLOWING VOTE:

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

5.13 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND SAGE ENVIRONMENTAL GROUP LLC, TO PERFORM ADDITIONAL BIOLOGICAL AND REGULATORY COMPLIANCE CONSULTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$108,000.00

Director of Development Services and Administration Gonzalez, provided a staff report and was available to answer any questions

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

5.17 CONSIDERATION OF FORMAL BIDDING ACTIVITY FOR REPAIRS AND SAFETY AND CODE COMPLIANCE LOCATED AT 16200-5 TEMPLE AVENUE AND 16224 TEMPLE AVENUE, PER CITY OF INDUSTRY MUNICIPAL CODE SECTION 3.52.040(A) ADOPTION OF PLANS AND BIDDING – PUBLIC PROJECTS

City Manager Philips provided a staff report to the City Council and was available to answer any questions.

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MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE FORMAL BIDDING ACTIVITY AT 16200-5 TEMPLE AVENUE AND 16224 TEMPLE AVENUE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

5.19 CONSIDERATION OF A LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF INDUSTRY AND CARLSON, CALLADINE & PETERSON LLP, FOR SPECIAL LEGAL SERVICES IN CONNECTION WITH POTENTIAL CLAIMS AGAINST CERTAIN FORMER CONTRACTORS TO THE CITY OF INDUSTRY

City Attorney Casso provided a report to the City Council and was available to answer any questions.

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

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

PUBLIC HEARING - TO CONSIDER CONDITIONAL USE PERMIT (CUP) NO. 16-1, SUBMITTED BY VERIZON WIRELESS FOR THE OPERATION AND CONSTRUCTION OF A NEW 600 SQUARE FOOT WIRELESS TELECOMMUNICATIONS FACILITY LOCATED AT 17969 RAILROAD STREET IN THE CITY OF INDUSTRY

6.1 CONSIDERATION OF RESOLUTION NO. CC 2016-60 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 16-1, TO ALLOW A WIRELESS TELECOMMUNICATIONS FACILITY AT 17969 RAILROAD STREET, CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

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Mayor Radecki opened the public hearing.

A representative with Michael Baker International, provided a staff report to the City Council and responded to questions.

Mayor Radecki inquired if anyone wanted to be heard on the matter.

There were no public comments.

Mark Radecki closed the public hearing.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY CRUZ, TO ADOPT RESOLUTION NO. CC 2016-60. MOTION 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. CC 2016-61 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING DEVELOPMENT PLAN NO. 16-4 FOR THE CONSTRUCTION OF A WIRELESS TELECOMMUNICATIONS FACILITY AT 17969 RAILROAD STREET, CITY OF INDUSTRY, CALIFORNIA, AND THE NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES, TO ADOPT RESOLUTION NO. CC 2016-61. MOTION 5-0, BY THE FOLLOWING VOTE:

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

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7.2 CONSIDERATION OF RESOLUTION NO. CC 2016-62 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR THE TRES HERMANOS RANCH AND MAKING THE REQUISITE CEQA FINDINGS

City Attorney Casso provided a staff report to the City Council and was available to answer any questions.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT RESOLUTION NO. CC 2016-62. MOTION 5-0, BY THE FOLLOWING VOTE:

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

7.3 CONSIDERATION OF RESOLUTION NO. CC 2016-63 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, TO AMEND THE FISCAL YEAR 2016-2017 ELECTRIC UTILITY FUND BUDGET TO REFLECT AN APPROPRIATION OF \$1,280,000.00 FROM AVAILABLE ELECTRIC UTILITY RESERVES FUND AND INCREASING THE ELECTRIC UTILITY FUND – PROFESSIONAL SERVICES (ACCOUNT NO. 161-300-5120.01) IN THE AMOUNT OF \$1,225,000 FOR UTILITY ADMINISTRATION SERVICES AND THE ELECTRIC UTILITY FUND – REPAIR AND MAINTENANCE EQUIPMENT (ACCOUNT NO. 161-300-5550) IN THE AMOUNT OF \$55,000.00 FOR EXPENDITURES

City Manager Philips provided a staff report to the City Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2016-63. MOTION 5-0, BY THE FOLLOWING VOTE:

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

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7.4 CONSIDERATION OF A CONTRACT FOR AN EXTENSION OF ELECTRIC DISTRIBUTION LINE AT THE INDUSTRY BUSINESS CENTER BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY-URBAN DEVELOPMENT AGENCY AND THE INDUSTRY PUBLIC UTILITIES COMMISSION FOR AN AMOUNT NOT TO EXCEED \$10,750,000.00

Director of Development Services and Administration Gonzalez provided a staff report and Mr. Henry Martinez, Senior Vice President of Water Infrastructure with Cordoba Corporation, provided additional information to the City Council and both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER HABER TO APPROVE THE CONTRACT. MOTION 5-0, BY THE FOLLOWING VOTE:

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

**7.5 CONSIDERATION OF ORDINANCE NO. 795 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 2.20.010 (AUTHORIZATION FOR THE HEALTH AND DENTAL BENEFITS) OF CHAPTER 2.20 (EMPLOYEE BENEFIT PLANS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE CITY OF INDUSTRY MUNICIPAL CODE TO ACHIEVE COMPLIANCE WITH THE AFFORDABLE CARE ACT AND STATE LAW
(SECOND READING)**

Director of Development Services and Administration Gonzalez provided a staff report to the City Council and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER HABER, TO ADOPT ORDINANCE NO. 795. MOTION 5-0, BY THE FOLLOWING VOTE:

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

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7.6 DISCUSSION AND DIRECTION REGARDING TEMPORARY PART-TIME CITY CLERK SUPPORT FOR THE JUNE 2017 GENERAL MUNICIPAL ELECTION

City Manager Philips provided a staff report and was available to answer any questions.

MOTION BY MAYOR RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPOINT WILLIAM P. MORROW TO SERVE AS TEMPORARY CITY CLERK DURING THE UPCOMING ELECTION, APPROXIMATELY OCTOBER 2016 THROUGH JUNE 2017. MOTION 4-1, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

- 11.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
Two Cases.

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 10:08 a.m.

RECONVENE CITY COUNCIL MEETING

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Mayor Radecki reconvened the meeting at 10:37 a.m. All members of the City Council were present, except for Council Member Haber who left the meeting at 10:08 a.m., and did not attend Closed Session.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 11.1, only one matter was discussed. The City Council provided direction to the City Attorney, and no final action was taken. Nothing further to report.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:38 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CHIEF DEPUTY CITY CLERK

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CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Cathy Marcucci, Mayor Pro Tem
Abraham Cruz, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member

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

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 11, 2019

RECOMMENDED ACTION: APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 22, 2018 REGULAR MEETING

RECOMMENDED ACTION: APPROVE AS SUBMITTED.

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3. **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ORSA CONSULTING ENGINEERS, INC. FOR ELECTRICAL DESIGN SERVICES AS PART OF THE INSTALLATION OF A MODULAR TRAILER AT 150 HUDSON AVENUE IN AN AMOUNT NOT TO EXCEED \$15,000.00**

RECOMMENDED ACTION: APPROVE THE AGREEMENT.

4. **CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOSS ENGINEERING, INC. FOR EXPO BARN FACILITIES LIGHTING UPGRADE DESIGN AND SPECIFICATIONS SERVICES TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2020. (CIP-EXPO-18-014-B)**

RECOMMENDED ACTION: APPROVE THE AMENDMENT.

5. **CONSIDERATION OF AN ENGINEERING AND TRAFFIC SURVEY WHICH INCLUDES COLIMA ROAD BETWEEN AZUSA AVENUE AND 400 FEET EAST OF STONER CREEK ROAD**

RECOMMENDED ACTION: ADOPT THE ENGINEERING AND TRAFFIC SURVEY.

Mayor Radecki recused himself from check number 71574 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Council Member Cruz recused himself from check number 71574 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest in that he was previously employed by Square Root Golf & Landscape.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING THEMSELVES FROM CHECK NUMBER 71574 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2019-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING FROM THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, INTEREST IN REAL PROPERTY FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT OF WAYS AND DEDICATIONS FOR EASEMENTS FOR STORM DRAIN, SANITARY SEWER, AND MAINTENANCE ACCESS ROAD PURPOSES AS SHOWN ON PARCEL MAP NO. 353, FOR THE INDUSTRY BUSINESS CENTER INDUSTRIAL PROJECT PROPERTY LOCATED ON THE WEST SIDE OF GRAND AVENUE, SOUTH OF THE UNION PACIFIC RAILROAD AND NORTH OF THE SR 57/60 FREEWAYS

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-30.

Contract City Engineer Josh Nelson, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2019-30. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF DEVELOPMENT PLAN 18-7, FOR THE CONSTRUCTION OF AN 8,075 SQUARE-FOOT ADDITION TO AN EXISTING 32,400 SQUARE-FOOT INDUSTRIAL BUILDING LOCATED AT 250 TURNBULL CANYON ROAD

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CONSIDERATION OF RESOLUTION NO. CC 2019-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-7, FOR THE CONSTRUCTION OF AN 8,075 SQUARE-FOOT ADDITION TO AN EXISTING INDUSTRIAL BUILDING AT 250 TURNBULL CANYON ROAD, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-32.

Contract Assistant Planner II Nathalie Vasquez, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2019-32. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

6.3. CONSIDERATION OF RESOLUTION NO. CC 2019-33 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-33.

City Manager Troy Helling, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2019-33. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7. CITY COUNCIL COMMITTEE REPORTS

There were none.

8. AB 1234 REPORTS

There were none.

9. CITY COUNCIL COMMUNICATIONS

There were none.

10. CLOSED SESSION

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

- 10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.
Superior Court of California, County of Los Angeles
Case No. KC068777

There were no public comments on the Closed Session item.

Mayor Moss recessed the meeting into Closed Session at 9:13 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Moss reconvened the meeting at 9:48 a.m. All members of the City Council were present.

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City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 10.1, direction was given to Legal Counsel, no final action was taken. Nothing further to report at this time.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:48 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*
James Cramsie, Director of Engineering, CNC Engineering *JCE*

DATE: September 12, 2019

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc., to continue to prepare 30% Preliminary Design for Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program through December 31, 2019 (Contract No. 2017-1002)

Background:

The County of Los Angeles ("County"), the Los Angeles County Flood Control District, and the cities of Baldwin Park, Covina, Glendora, Industry, La Puente, and West Covina (collectively, the "Member Agencies") formed the Upper San Gabriel River ("USGR") Enhanced Watershed Management Program ("EWMP") Group on October 24, 2013. EWMPs serve as road maps to water sustainability by identifying opportunities to improve stormwater quality, water supply, and flood control. The Group completed the development of an EWMP and obtained approval from the Los Angeles Regional Water Quality Control Board on April 11, 2016. The Group's next objective was to prepare preliminary design reports at the 30% design level that will be suitable for grant funding applications and a design-build or design-bid-build solicitation package for projects identified in the approved EWMP and in consultation with the Member Agencies.

On September 14, 2017, the City Council approved a Professional Services Agreement ("Agreement") with Tetra Tech, Inc. ("Tetra Tech"), for the preparation of 30% Preliminary Design for Multi-Benefit Stormwater Capture Projects for the USGR EWMP in an amount not to exceed \$680,000.00 through September 14, 2019.

Discussion:

City staff requests City Council authorization to extend the Agreement with Tetra Tech to continue providing consulting services through December 31, 2019 to complete final deliverables with no additional compensation. The extension is needed to address final comments by the Member Agencies on the final 30% design package(s). In addition, the extension will allot more time for the reconciliation of final invoices between the County, City and Member Agencies.

Fiscal Impact:

There is no fiscal impact associated with this Amendment.

Recommendations:

- 1.) Staff recommends the City Council approve Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Tetra Tech, Inc., dated September 12, 2019
-

TH/JN/JC;jv

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with
Tetra Tech, Inc. dated September 12, 2019

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
TETRA TECH, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 12th day of September, 2019, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Tetra Tech, Inc., a Delaware Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about September 14, 2017, the Agreement was entered into and executed between the City and Consultant to provide engineering services for stormwater capture projects; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement through December 31, 2019, to continue allow Consultant to complete the final deliverables, and to allow for reconciliation of the final invoices for the project; and

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

AMENDMENT

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

Section 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 December 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

Section 14. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

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

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

“CITY”
City of Industry

“CONSULTANT”
Tetra Tech, Inc.

By: _____
Troy Helling, City Manager

By: _____
Bethany Bezak, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 1
AGREEMENT FOR CONSULTING SERVICES WITH TETRA TECH, INC. DATED
SEPTEMBER 14, 2017



CITY OF INDUSTRY

Incorporated June 18, 1957

September 15, 2017

Tetra Tech, Inc.
Attention: Mr. Chad Helmle
3475 E. Foothill Blvd.
Pasadena, CA 91107

Reference: Contract No. 2017-1002
Prepare 30% Preliminary Design for Multi-Benefit Stormwater Capture
Projects for Upper San Gabriel River Enhanced Watershed Management
Program

Dear Mr. Helmle:

You are hereby given "Notice to Proceed" on the above-referenced project effective, as of September 15, 2017.

Please mail certified payroll hard copies to:

City of Industry
Attention: Kristen Weger, Management Analyst III
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

If you have any questions, you can reach me at (626) 333-2211 or agonzalez@cityofindustry.org.

Sincerely,

Alex Gonzalez
Director of Development Services and Administration

c: Kristen Weger

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 14, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Tetra Tech, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 14, 2019, 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 engineering services for stormwater capture projects, 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 Six Hundred Eighty Thousand dollars (\$680,000.00) 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 the County of Los Angeles, the Los Angeles County Flood Control District, and the cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte (collectively the "Cities") and may be used, reused, or otherwise disposed of by the Cities 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 Cities 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 Cities.

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 Cities and any and all of their 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 Cities, and any and all of their 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 Cities, their 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 Cities, Consultant shall have an immediate duty to defend the Cities at Consultant's cost or at Cities' option, to reimburse Cities for their 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 Cities, as to whether liability arises from the sole negligence of one or more of the Cities or their officers, employees, or agents, Consultant will be obligated to pay for Cities' defense until such time as a final judgment has been entered adjudicating one or more of the Cities 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. For purposes of this paragraph, the term "sole negligence" means the negligence of one or more of the Cities.

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.

With a Copy To: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant: Chad Helmle, Vice President
Tetra Tech, Inc.
3475 East Foothill Boulevard
Pasadena, CA 91107
Tel (626) 470-2427

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"
Tetra Tech, Inc.

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

By: Chad Helmle
Chad Helmle, Vice President

Attest:

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

Approved as to form:

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

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Prepare Preliminary Design Reports ("Project") at the 30% design level construction drawings that will be suitable for grant funding applications and/or a design-build or design-bid-build solicitation packages that demonstrate a comprehensive approach to stormwater planning for the San Gabriel River Watershed for the following sites:

Site	Owner	Potential Jurisdiction(s) Tributary
Barnes Park	Baldwin Park	Baldwin Park
Kahler Russell Park	Covina	Covina, County, Glendora, and San Dimas
Downtown Properties	Glendora	Glendora
San Angelo Park and Vacant Lot	Industry	Industry and County
Cortez Park	West Covina	West Covina and Walnut
Allen J. Martin	County	County, West Covina and La Puente
La Puente Park	La Puente	La Puente

The following tasks are provided as a guide to accomplish the objectives. The services to be performed by the Consultant shall include, but not be limited to, the following items of work:

1. Project Management, Coordination, and Meetings

The Consultant will provide project management services to ensure the project is delivered on schedule and within budget. The Consultant will obtain feedback from Cities on various stages of the project development.

1.1. Project Schedule

Provide a detailed schedule to complete all the tasks of this Scope of Work. The schedule may be updated as necessary and as approved by the Project Manager.

1.2. Coordination

Perform project management duties including coordinating with Cities, coordinating calls, and providing an explanation of the work completed, work to be done, and work that was to have been done but not, with explanations.

1.3. Meetings

Schedule and prepare meeting agenda, presentation, and summary notes. The Consultant should assume monthly meetings, including a kick-off meeting, with the Cities, and other select stakeholders, such as Los Angeles County Department of Parks

and Recreation. The Consultant shall also meet with the Los Angeles County Regional Water Quality Control Board ("Regional Board"), and attend two meetings with other stakeholder agencies, such as the Upper San Gabriel Valley Municipal Water District, as directed by the City.

Deliverables: Project schedules, agenda, presentation, and summary notes.

2. Geotechnical Evaluation

The Consultant will conduct a geotechnical evaluation to provide a reasonable understanding of the subsurface conditions and the ability to infiltrate at the proposed location and depth, including but not limited to, an infiltration test and Phase I Environmental Site Assessment (Phase I). The Consultant will also conduct shallow infiltration tests for sites where low impact development features, such as bioswales, are proposed. Prior to conducting the tests, guidance from the Cities will be given on testing locations.

One deep boring up to 100 feet or groundwater table has been conducted for all sites, except Cortez Park, during the Enhanced Watershed Management Program ("EWMP") development. The geotechnical investigation results can be found in Appendix B-3 within the file link below:

<http://www.cityofindustry.org/Home/ShowDocument?id=2132>

The Consultant will obtain necessary access permits from Baldwin Park, Glendora, and West Covina.

Deliverable: Geotechnical report and Phase I report for all sites, except as set forth in the following paragraph.

Note: The Los Angeles County Department of Public Works ("LACDPW") will provide geotechnical reports for Kahler Russell Park, San Angelo Park, and Allen J. Martin Park. The LACDPW will conduct Cone Penetration Tests to characterize the subsurface stratigraphy and in coordination with the Consultant, perform necessary percolation tests. The Consultant will still perform Phase I for the three sites.

3. Develop Stormwater Capture Capacity and Conduct Water Quality Analysis

The Consultant will determine the maximum potential drainage area that could be captured by each site and meet water quality standards. Guidance from the City will be given on available project footprint. The Consultant will develop the following stormwater capture capacity options:

- 1) BMP size that will achieve water quality standards for the Project tributary drainage area to those sites,
- 2) BMP size that is most cost-effective for the Project tributary area,
- 3) BMP size that will capture the 85th percentile, 24-hour storm volume,

- 4) Any other BMP size that the Consultant determines will best achieve multi-benefits, including but not limited to addressing stormwater quality and water supply.

The Consultant will also develop recommendations for the BMP location and type as well as the location, type, and size of pre-treatment systems and diversion structures for each BMP option.

The Consultant will obtain and review all necessary data to complete the task. If the available information is incomplete, the Consultant will perform all tasks necessary to develop the design capacity options. The Consultant must follow LACDPW's standards for conducting hydrologic and hydraulic analyses.

The Consultant will use the Watershed Management Modeling System (WMMS) and System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) to support the design of stormwater capture capacity. The Consultant will evaluate available water quality data most relevant to the Project site and follow the Regional Board's guidelines for conducting water quality modeling for the Project, including model calibration.

Available Information: The Los Angeles County Department of Public Works (LACDPW) will provide hydrology studies and GIS shapefiles of drainage areas for Kahler Russell Park, San Angelo Park and Vacant Lot, and Allen J. Martin Park. LACDPW's standards at <http://dpw.lacounty.gov/wrd/Publication/index.cfm>, WMMS: <http://dpw.lacounty.gov/wmd/wmms/>, Regional Board's *Guidelines for Conducting Reasonable Assurance Analysis in a Watershed Management Program, Including an Enhanced Watershed Management Program*, dated March 25, 2014.

Deliverables: Stormwater Capture Capacity Options Report, GIS files, and WMMS and SUSTAIN input and output files.

4. Water Conservation Analysis

The Consultant will determine the potential annual groundwater recharge volume for each project site.

Optional Task: The Consultant will also incorporate a stormwater reuse design if desired by the Cities. Said design shall require a separate agreement and shall be paid for by the Party requesting the work.

Deliverable: Water Conservation Analysis.

5. Utility

The Consultant will identify the appropriate right-of-way, conduct a utility search, and propose a design that avoids or resolves utility conflicts for each site.

Deliverable: Utility Search Report.

6. Topographic Survey

The Consultant will conduct an aerial topography of each site, and where necessary in localized areas, conduct a ground topography to determine elevations of surface and sub-surface features, including invert elevation, pipe diameter and direction of flow for underground utilities, and tree trunk location and size. Aerial topography will be prepared with one (1) foot contours and at a 1" = 40' scale.

Deliverable: AutoCAD basemap to be incorporated into 30% design plans; support documentation, including a network adjustment report for the GPS survey, bench runs, including the vertical datum, and CA Zone 5 (NAD 83) coordinate values of the local centerline monuments; and electronic format of black and white orthophotos of each site.

7. Environmental Evaluation/Documentation

Review and evaluate the required environmental clearance processes to satisfy the California Environmental Quality Act ("CEQA"), National Environmental Policy Act (NEPA) and any other environmental requirements including historical, cultural, etc. The Consultant will prepare an Initial Study checklist in accordance with CEQA.

Deliverable: Environmental evaluation report and Initial Study checklist.

8. Regulatory Requirements and Permits

The Consultant will identify all regulatory requirements and permits, including but not limited to local municipal and zoning code for parking lot requirements, Los Angeles County Department of Public Health Guidelines for Alternate Water Sources, Indoor and Outdoor Non-Potable Use, dated December 2015 or more up-to-date guidelines. The Consultant will prepare preliminary permit applications with the necessary documentation, including design plans and reports, and ensure the project design meets all regulatory requirements.

Deliverable: Regulatory Requirements Report and Permit applications for each site.

9. Landscaping and Park Improvements and Artistic Rendering

The Consultant will work with the County and the Cities to develop landscape concept plans to restore vegetation impacted by the Projects, incorporate aboveground Low Impact Development (LID) features and interpretive signage, and other park improvements. The Consultant will show the plan, perspective, and section views and identify the plant species.

Deliverable: Artistic rendering in Photoshop format and design plans in AutoCAD format.

10. Operation and Maintenance ("O&M")

The Consultant will develop an O&M template that can be updated upon completion of final design plans. O&M template to include frequency of maintenance, replacement and schedule of system components.

Deliverable: O&M Template.

11. Monitoring Plan

The Consultant will develop baseline and long-term post project monitoring plans to determine water quality improvements and water supply benefits.

Deliverables: Monitoring plans for each site.

12. Preliminary 30% Design Cost Estimate

The Consultant will develop detailed costs for the options identified in Task 3, water quality and flow monitoring, and operation and maintenance for the duration of one lifecycle of the stormwater capture BMP product.

Deliverable: Preliminary 30% Cost Estimate.

13. Preliminary Project Schedule

The Consultant will develop a detailed schedule that includes tasks required to complete a final design, obtain all permits, start and complete construction, and conduct water quality and flow monitoring for each site.

Deliverable: Preliminary Project Schedule in Microsoft Project or equivalent.

14. Final Deliverable

Based on the findings from each task in the scope of work, submit a Preliminary Design Report and 30% design plans for each site.

Deliverable: Final Deliverable.

EXHIBIT B

RATE SCHEDULE

Consultant shall perform the services at the rates listed in the Billing Rate Schedule set forth below. The Cost Proposal set forth herein shall serve as guidance for the total cost for each task. In no event, shall compensation to Consultant exceed the amount set forth in Section 4 of the Agreement.

 Multi-Benefit Stormwater Capture Projects for the Upper San Gabriel River Enhanced Watershed Management Program			
Billing Rate Schedule			
Personnel	Professional Classification	Rate	U
Chad Helmle	Principal	\$ 235.00	hr.
Oliver Galang	Project Manager	\$ 220.00	hr.
Jason Wright	Sr Water Resources/Civil/Environ Engineer	\$ 175.00	hr.
Merrill Taylor	Water Resources/Civil/Environ Engineer	\$ 140.00	hr.
Alysha Chan	Assistant Civil/Environmental/Water Resources Engineer	\$ 100.00	hr.
Angie Marciano	Contract Administrator	\$ 96.00	hr.
Eric Joller	Project Assistant	\$ 96.00	hr.
Mauricio Argente	Principal, Landscape Architect	\$ 300.00	hr.
Mark Bush	Principal, QA/QC Manager	\$ 235.00	hr.
Jason Fussel	Senior Engineer (Civil)	\$ 195.00	hr.
Elva Angeles	Staff Professional	\$ 140.00	hr.
Hai Nguyen	Staff Designer	\$ 125.00	hr.
Sara Dowds	Survey Technician	\$ 90.00	hr.
Anthony Ramos	CADD Designer	\$ 120.00	hr.
Karen Grubb	Project Assistant	\$ 85.00	hr.
	Two Man Survey Crew	\$ 210.00	hr.
Peter Skopek, PhD, PE, GE	Principal Engineer / Geologist	\$ 230.00	hr.
Fernando Cuenca, PhD, PE	Project Engineer / Geologist	\$ 145.00	hr.
Andrew McLarty, PG, CEG	Senior Staff Engineer / Geologist	\$ 145.00	hr.
Allan Stone	Soils / Asphalt / Field Technician	\$ 90.00	hr.
Steven Grod	Scientist (Staff Scientist)	\$ 126.00	hr.
Tanya MacLean	Senior Technician	\$ 98.00	hr.
Renee Longman	Environmental Planner	\$ 130.00	hr.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Cities, 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 Cities, their 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 Cities 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 Cities before the Cities' 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 Cities, their 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 Cities, 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 the Cities 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 Cities.

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 Cities and their 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. 8.1



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager TH
Sam Pedrosa, Public Affairs Manager

DATE: September 12, 2019

SUBJECT: Consideration of a resolution approving a donation to the Richard D. Davis Foundation in the amount of Three Thousand Dollars (\$3,000.00)

Background:

The Richard Davis Foundation is a private, nonprofit organization that provides assistance to individuals with developmental disabilities, cerebral palsy, epilepsy or autism and other similar conditions.

The funds raised through donations for the Richard D. Davis 31st Annual Golf Scramble scheduled for October 7, 2019 will direct grants to assist clients with purchasing specialized equipment and other support services when these items are not available through any other private or public agency.

The City's donation serves a public purpose by contributing to an organization and an event that supports the developmentally disabled.

Recommendation:

Staff recommends that the City Council approve the \$3,000.00 contribution to the Richard D Davis Foundation and recommends that the City Council adopt Resolution No. CC 2019-44.

Exhibits:

A.. Resolution No. CC 2019-44

TH/SP

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RESOLUTION NO. CC 2019-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE RICHARD D. DAVIS FOUNDATION IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00)

RECITALS

WHEREAS, The Richard Davis Foundation is a private, nonprofit organization that provides assistance to individuals with developmental disabilities, cerebral palsy, epilepsy or autism and other similar conditions; and

WHEREAS, the Richard D. Davis Foundation requested a donation from the City to support its 31st annual golf tournament and its programs; and

WHEREAS, the golf tournament raises funds that will direct grants to assist clients with purchasing specialized equipment and other support services when these items are not available through any other private or public agency.; and

WHEREAS, the City's donation serves a public purpose by contributing to an organization and an event that supports individuals with developmental disabilities, cerebral palsy, epilepsy or autism and other similar conditions.

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

SECTION 2: The City's donation serves a public purpose by contributing to an organization and an event that supports individuals with developmental disabilities, cerebral palsy, epilepsy or autism and other similar conditions..

SECTION 3: The City Council hereby approves the donation of Three Thousand Dollars (\$3,000.00) to the Richard D. Davis Foundation.

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

SECTION 5: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality,

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

SECTION 6: 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 September 12, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

CITY COUNCIL

ITEM NO. 8.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering *TD*

DATE: September 12, 2019

SUBJECT: Consideration of a Professional Services Agreement with WKE, Inc. for the Preliminary Study of a Bridge Rehabilitation on Valley Boulevard in an amount not to exceed \$49,771.00 (MP 10-08 #11)

Background:

Constructed in 1957, the Valley Boulevard Bridge over Old Valley Road and the UPRR Railroad (Bridge Number 53C0178), is a six-span structure. The bridge was seismically retrofitted by LA County in 2011. The Caltran's 2017 Bridge Inspection Report gave the bridge a designation of Structurally Deficient (SD), meaning the bridge is safe but inspections and maintenance should be performed.

Discussion:

This project will provide a conceptual level design to widen the bridge and prepare a FHWA Highway Bridge Program (HBP) funding application requesting eligible monies to rehabilitate the existing bridge. WKE has completed a number of similar projects, including currently performing the design of the Grand Avenue Bridge over the San Jose Creek and has been selected to provide the preliminary study report for this bridge rehabilitation.

Fiscal Impact:

The fiscal impact for the Preliminary Study is \$49,771.00. The project (Project No. MP 10-08 #11) is budgeted in the amount of \$100,000.00 in the FY 2019-20 Adopted CIP Budget. The 2015 Sales Tax Bond Proceeds has been allocated to City Capital Improvements –Bridges & Culverts – Planning, Survey, & Design (Account No. 120.705.5130). No additional appropriations are needed at this time.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement with WKE, Inc. in an amount not to exceed \$49,771.00.

Exhibit:

A. Professional Services Agreement with WKE, Inc. dated September 12, 2019

TH/JN/TD:jv

EXHIBIT A

Professional Services Agreement with WKE, Inc. dated September 12, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of September 12, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and WKE, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020, 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 a preliminary study of bridge rehabilitation for Valley Boulevard bridge over Old Valley, 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 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 Forty Nine Thousand Seven Hundred Seventy One Dollars (\$49,771.00) 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

To Consultant:

WKE, Inc.
1851 E. First Street, Suite 1400
Santa Ana, CA 92705
Attention: Wei Koo, Principal

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

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.

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”
WKE, Inc.

By: _____
Troy Helling, City Manager

By: _____
Wei Koo, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

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

EXHIBIT A

SCOPE OF SERVICES

- Develop a conceptual level design for the widening of Valley Blvd Bridge over Old Valley and widening of approximately 2,200 feet of roadway approaches between Central Avenue and Stimson Avenue to provide an AASHTO standard shoulder width and sidewalk on the bridge;
- Perform a field review with the County inspector and prepare a FHWA Highway Bridge Program (HBP) funding application requesting eligible monies to rehabilitate existing structure and to include incidentally widening. The application will include estimated project costs developed in Task (1) and completing Forms 6-A and 6-B for the structure rehabilitation;
- Coordination with Avant-Garde and respond to comments from Caltrans on the funding application.

EXHIBIT B
RATE SCHEDULE

Project Manager	\$275.92
Senior Engineer	\$155.46
Project Engineer	\$120.36
Assistant Engineer	\$88.29
CAD	\$95.28

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 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 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. 8.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering *TD*

DATE: September 12, 2019

SUBJECT: Consideration of a Professional Services Agreement with PlaceWorks, Inc. to provide the California Environmental Quality Act Documentation for the Grand Avenue Widening project in an amount not to exceed \$38,037.00 (MP 99-31 #54)

Background:

The City established a planning bench in 2016. Eight firms were pre-qualified through this process to provide planning services to the City.

Discussion:

PlaceWorks is one of the approved 2016 planning bench consultants. PlaceWorks (formerly known as the Planning Center) has been providing environmental services for over 35 years, including providing services to the City since 1989. Some of their prior projects include Puente Hills Intermodal Facility EIR and the Grand Crossing EIR.

The subject project entails widening up to approximately 12 feet along the westerly side of Grand Avenue, between 420 +/- feet south of Valley Boulevard and the bridge over the Union Pacific Railroad (UPRR) (Bridge No 53C1960), including the widening of the bridge over the San Jose Creek (Bridge No. 53C1961). Placeworks has an excellent track record on similar projects and is very qualified to provide professional services for the project.

Fiscal Impact:

The fiscal impact for this Agreement is \$38,037.00. The Grand Avenue Bridge over San Jose Creek Project (Project No. MP 99-31 #54) is budgeted in the amount of \$1,200,000.00 in the FY 19-20 Adopted CIP Budget for the planning and design phase of this project. The 2015 Sales Tax Bond Proceeds has been allocated to City Capital Improvements –Bridges & Culverts – Planning, Survey, & Design (Account No. 120.705.5130). No additional appropriations are needed at this time.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement between the City of Industry and PlaceWorks, Inc.

Exhibit:

A. Professional Services Agreement with PlaceWorks, Inc. dated September 12, 2019

TH/JN/TD:jv

EXHIBIT A

Professional Services Agreement with PlaceWorks, Inc. dated September 12, 2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of September 12, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020, 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 professional environmental 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 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 Thirty-Eight Thousand Thirty-Seven Dollars (\$38,037.00) 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 Consultant's 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: James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

To Consultant: PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attn: Dwayne Mears, Principal

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 and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

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”
PlaceWorks, Inc.

By: _____
Troy Helling, City Manager

By _____
Dwayne Mears, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

TASK 1. PROJECT INITIATION

The subject project entails widening up to approximately 12 feet along the westerly side of Grand Avenue, between 420 +/- feet south of Valley Boulevard and the bridge over the Union Pacific Railroad (UPRR) (Bridge No 53C1960), including the widening of the bridge over the San Jose Creek (Bridge No. 53C1961).

Consultant shall attend a kick-off meeting with City staff to discuss the project and the proposed scope of work. During the meeting, Consultant shall identify data needs, project objectives, and document review protocol and ensure that deliverables are consistent with the overall project timeline.

Deliverable:

- Kick-off Meeting

TASK 2. PROJECT DESCRIPTION

With information from the kick-off meeting, Consultant will prepare a comprehensive project description that will comply with the California Environmental Quality Act ("CEQA"), articulate the proposed construction, list all required discretionary approvals, describe any off-site improvements or disturbance necessary to support the project (i.e. construction staging, demolition, grading), and include any other pertinent project information. Because the project description is the foundation of the environmental document, Consultant will submit the draft project description to the City for review prior to including it in the analysis.

Deliverable:

- Project Description

TASK 3. PREPARE FIRST AND SECOND SCREEN CHECK IS/MND AND MMRP

Consultant will prepare the first draft of the initial study / mitigated negative declaration (IS/MND) for review by the City. The environmental analysis in the IS/MND will be supported by technical studies prepared by the Consultant. All technical studies used as evidence in the analysis will be included as appendices or referenced from other adopted documents. Consultant will work with City staff to include information important to the analysis and consistent with other, similar projects in the City. The first submittal will include all graphics and appendices and will be in both hard copy and electronic formats.

Consultant shall determine if there is an existing ordinance, permit, policy, program, or construction standards that effectively reduce the impact to less than significant. If so, the IS/MND will describe how compliance reduces the impact to less than significant. Only if there is no existing method of reducing the impact to less than significant will a mitigation

measure be drafted. Consultant will coordinate all mitigation with the City to ensure that it is consistent with previous actions by the City and within the ability and jurisdiction of the City to implement. With the first draft of the IS/MND, a mitigation monitoring and reporting program (MMRP) consistent with Section 15097 of the CEQA Guidelines will be provided. The MMRP will include all proposed mitigation measures, timing, and responsibility. Consultant will update the MMRP consistent with changes to the IS/MND during staff review.

Depending on the extent of staff comments, Consultant will either coordinate a conference call to review the documents or attend a meeting at the City to review them. To assist in staff review, a second screen check draft IS/MND will be prepared with all edits in track-change mode to demonstrate where changes have been made in response to comments on the first draft.

Deliverables:

- First and Second Screen Check IS/MND
- MMRP
- Distribution List

Air Quality and Greenhouse Gas Emissions

Consultant will prepare an air quality and greenhouse gas emissions analysis to evaluate impacts of the proposed pavement widening project. The analysis will be prepared in accordance with the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects in the South Coast Air Basin (SoCAB Emissions will be quantified using the latest version of SCAQMD's California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS/MND and modeling included as an appendix.

Construction and Operation Phases. The air quality and GHG emissions technical analysis will provide an estimate of the increase in short-term criteria air pollutant and GHG emissions generated from construction of the proposed project. Construction phase regional emissions will be based on the construction schedule, including duration for each construction subphase, anticipated equipment for each construction subphase, and estimated soil haul volumes (if applicable), as provided. Where information is unavailable, CalEEMod defaults will be utilized, as appropriate. The calculated project-related construction emissions will be compared to the SCAQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will also be compared to SCAQMD's screening-level construction LSTs. If necessary, mitigation measures will be recommended to reduce impacts. Because the proposed project would not generate new vehicle trips, as the proposed project would not move travel lanes closer to sensitive receptors, operational impacts will be described qualitatively.

Other Areas of Impact. The SoCAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O₃), fine inhalable particulate matter (PM_{2.5}), coarse inhalable particulate matter (PM₁₀), and lead (Los Angeles County only). The SCAQMD has adopted the 2016 Air Quality Management Plan (AQMP). The AQMP is prepared to ensure the SoCAB can attain the long-term National and California AAQS. The air quality analysis will include a consistency evaluation of the project's regional emissions to SCAQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. In addition, the environmental document will also include a qualitative assessment of potential odor generation to describe potential odor impacts.

Project Consistency with Plans Adopted to Reduce GHG Emissions. The GHG section will discuss the GHG reduction goals of Assembly Bill 32 (AB 32), Senate Bill 32 (SB 32), and SB 375. To achieve the GHG reduction targets of AB 32, the California Air Resources Board (CARB) prepared the 2008 Scoping Plan and a 2017 update. CARB also recently adopted the 2017 update to achieve the SB 32 reduction target. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy (2016-2040 RTP/SCS) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. Project consistency with these statewide and regional GHG emissions reduction strategies will be reviewed.

Biological Resources

Due to the project site's proximity to San Jose Creek Channel and the vacant lot north of Grand Avenue, a Biological Resources Assessment is recommended. The Assessment would identify the potential impacts construction and operational activities would have on biological resources adjacent to the project site. If necessary, mitigation measures will be provided to ensure the proposed project complies with local, state, and federal regulations and policies governing the protection of biological resources.

Noise and Vibration

Consultant will conduct a noise and vibration analysis for the proposed project during construction. The analysis will include and discuss relevant criteria for noise exposure based on applicable local standards and ordinances, including the City's noise element and municipal code, and state and federal standards. The findings of the technical analyses will be provided in a noise and vibration section in the IS/MND, and noise modeling datasheets will be included as an appendix. Consultant will identify sensitive receptors proximate to the project and characterize the ambient noise environment based on aerial photography and noise contours. Because the proposed project would not generate new vehicle trips, as the proposed project would not move travel lanes closer to sensitive receptors, operational impacts will be described qualitatively. Potential noise and vibration impacts from construction of the improvements will be calculated using industry-standard analysis techniques based on the scheduling, equipment mix, hauling, and truck trip information (as

provided by the City). Vibration impacts will be assessed per criteria in the FTA's guideline document on noise and vibration impact assessment.

SB 52/Tribal Consultation

SB 52 requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. The City has received such notifications from the Soboba Band of Luiseño Indians and Gabrieleño Band of Mission Indians – Kizh Nation. As required under SB 52, Consultant will prepare letters to these tribes identifying the site location, describing the project, and identifying the City's contact person. If the tribes request consultation, the City must initiate this consultation within 30 days. Consultant assumes City staff will conduct any requested consultation.

Traffic and Circulation

Based on Consultant's initial review of the project, a traffic study is not warranted. Consultant will describe the construction methodology and the traffic management plan intended for the project.

TASK 4. PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of the City's comments on the second screen check IS/MND submittal, Consultant will make revisions and resubmit the document as a proof check IS/MND. A proof check IS/MND is the final print copy of the IS/MND before printing. No major comments on the document are anticipated from City staff at this review.

Deliverable:

- Proof Check IS/MND

TASK 5. CIRCULATION OF DRAFT IS/MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND and MMRP. Consultant will prepare electronic versions of CEQA document; City will print hard copies as needed. Consultant will prepare for City distribution ALL required CEQA notices for this project (Notice of Intent). The City will be responsible for newspaper notices.

Once the forms and distribution list are approved, Consultant will send the IS/MND and requisite forms to the State Clearinghouse, distribute the IS/MND to the contacts on the City's distribution list, and ensure that the appropriate notices are published and that the requirements of CEQA regarding distribution are met.

Deliverables:

- Draft IS/MND and MMRP
- Distribution to SCH and Agency Mailing List

- Notice of Intent to Adopt (M)ND

TASK 6. PREPARE RESPONSES TO COMMENTS

Although not required by CEQA, the City's policy is to provide a thorough Responses to Comments document for the IS/MND. The Responses to Comments document is expected to be very detailed and comprehensive. Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review the comments and format them so that each comment is assigned a unique letter/number combination. Consultant will evaluate the extent of the comments and will review its approach to the responses with the City. Consultant will prepare a response for all comments that raise environmental issues and work with the applicant and the City to provide responses for comments that refer to the project or process. The response to comments will be prepared as a separate document in draft form for the City to review. Consultant will address any City comments and prepare a final document to be included as part of the record for the project. The scope assumes that the City will distribute responses to individual agencies; however, Consultant can assist if directed by the City.

Deliverable:

- Responses to Comments

TASK 7. MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the Consultant scope includes budget for the following public meetings:

- » Planning Commission public hearings (one or more meetings, budget provided for two)
- » City Council public hearings (one or more meetings, budget provided for two)

EXHIBIT B
RATE SCHEDULE

Task 1. Project Initiation/Kick-Off Meeting	\$1,600.00
Task 2. Project Description	\$1,100.00
Task 3. Prepare 1st and 2nd SC IS/MND and MMRP	\$23,800.00
Task 4. Prepare Proof Check Draft IS/MND	\$3,500.00
Task 5. Circulation of Draft IS/MND and MMRP/Notice of Intent	\$1,500.00
Task 6. Prepare Responses to Comment (time and materials above 10 hours)	\$2,500.00
Task 7. Meeting Attendance (two meetings at PC and two meetings at City Council budgeted)	\$3,000.00
Subtotal - Labor	\$37,000
Screencheck, Final Copies of IS/MND, MMRP (electronic and master hard copy)	\$150.00
State Clearinghouse Summary Form and CDs (15 copies)	\$150.00
Mileage	\$160.00
Office Expenses (2% of labor)	\$577.00
Subtotal - Reimbursables	\$1,037.00
GRAND TOTAL	\$38,037.00

STAFF LEVEL

HOURLY BILL RATE

Principal	\$215-\$335
Associate Principal	\$185-\$230
Senior Associate/Senior Scientist	\$165-\$210
Associate/Scientist	\$135-\$180
Project Planner/Project Scientist	\$105-\$135
Planner/Assistant Scientist	\$95-\$110
Graphics Specialist	\$65-\$160
Administrator	\$145-\$195
Clerical/Word Processing	\$45-\$140
Intern	\$75-\$95

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. 8.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council
FROM: Troy Helling, City Manager 
STAFF: Bing Hyun, Assistant City Manager 
DATE: September 12, 2019
SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLP, for code enforcement legal services, extending the term through June 30, 2023

Background:

On September 22, 2016, the City Council approved a Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLP ("Dapeer"), to provide legal services for code enforcement cases. This includes advice on how to document and prepare cases for prosecution, and, if a violation is not abated, filing a court case for prosecution.

Discussion:

Amendment No. 1 will extend the term from September 22, 2019 to June 30, 2023, amend the noticing address for Industry's City Attorney's office, and amend the Professional Services Agreement's Exhibit A (Scope of Services) to add municipal code amendment services.

Fiscal Impact:

The City's adopted Fiscal Year 2019/20 budget includes \$50,000 for code enforcement legal services (Account Number 100-601-5120.02 – General Fund-Public Safety-Legal Services). The City's actual costs will depend on the amount of work assigned to and performed by Dapeer.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLP, dated September 12, 2019, and authorize the City Manager to execute same.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLP, dated September 12, 2019
-

TH/BH:yp

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with Dapeer, Rosenblit and Litvak, LLP, dated September 12, 2019

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
DAPEER, ROSENBLIT AND LITVAK, LLP**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 12th day of September, 2019 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and Dapeer, Rosenblit and Litvak, LLP, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about September 22, 2016, the Agreement was entered into and executed between the Parties to provide code enforcement legal services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2023, amend the address for providing notices to the City’s Attorney’s office, and amend the Scope of Services to add municipal code amendment services; and

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

AMENDMENT

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

SECTION 1. TERM

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

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 June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

SECTION 15. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

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

EXHIBIT A SCOPE OF SERVICES

The Scope of Services is hereby amended to include the following:

- Preparing code enforcement related ordinances and providing services for the maintenance and amendment of the Industry Municipal Code, as necessary, in consultation with the City Attorney’s office.

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

“CITY”
City of Industry

“CONSULTANT”
Dapeer, Rosenblit Litvak, LLP

By: _____
Troy Helling, City Manager

By: _____
William Litvak, Managing Partner

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 8.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: September 12, 2019

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Nobel Systems, Inc., for subscription services for online hosting of GeoViewer, extending the term through June 30, 2022, and increasing the compensation by \$55,550

Background:

On October 26, 2017, the City Council approved a Professional Services Agreement (“Agreement”) with Nobel Systems, Inc. (“Nobel”), to provide scanning services of the City’s as-built plans, indexing of the plans for file organization, and webhosting GeoViewer Online (“GeoViewer”) for viewing the scanned plans, in an amount not to exceed \$122,080.00. GeoViewer is a web-based system powered by geographical information system (“GIS”) technology that links scanned documents to site-specific addresses and assessor parcel numbers, thereby giving users access to property development history. During the initial phase of the scanning process, the City requested additional services be performed. On December 14, 2017, the City Council approved Amendment No. 1 to the Agreement to add scanning, indexing, and uploading engineering as-built plans, building permits, maps, and business license applications onto GeoViewer for an increase compensation of \$150,000.00, for a total compensation of \$272,080.00.

Discussion:

Over the past two years, over 50,000 plans have been scanned, indexed and uploaded onto GeoViewer, which has given staff access to files that were once stored as hard copies. GeoViewer is used by various City departments to assist with the development application process, the design of capital improvement projects, and answering questions from the public. The proposed Amendment No. 2 will allow the continued use of GeoViewer Online subscription services for an extended term through June 30, 2022, for an additional amount of \$55,550. The amendment will also amend the Agreement’s Exhibit A (Scope of Service) and Exhibit B (Rate Schedule) to remove scanning and indexing services.

Table 1 – Summary of Project Costs

Professional Services Agreement with Nobel Systems, Inc.	\$122,080
Amendment No. 1 to Nobel Systems, Inc.	\$150,000
Amendment No. 2 to Nobel Systems, Inc	\$55,550
Total	\$327,630

Fiscal Impact:

Appropriate \$55,550 to General Fund – Information Technology – Professional Services (Account No. 100-525-5120.01) for the Professional Services Agreement.

Recommendation:

- 1.) Staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement with Nobel Systems, Inc., dated September 12, 2019; and
- 2.) Appropriate \$55,550 to General Fund – Information Technology – Professional Services (Account No. 100-525-5120.01).

Exhibit:

- A. Amendment No. 2 to the Professional Services Agreement with Nobel Systems, Inc., dated September 12, 2019
-

TH/BH:yp

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Nobel Systems, Inc.,
dated September 12, 2019

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 to the Professional Services Agreement (“Agreement”), is made and entered into this 12th day of September, 2019 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and Nobel Systems, Inc., a California Corporation, (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about October 26, 2017, the Agreement was entered into and executed between the City and Consultant to provide geographical information system services; and

WHEREAS, on or about December 14, 2017, Amendment No. 1 to the Agreement was entered into and executed between the City and Consultant due to the need of additional scanning and indexing services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term for the subscription of the GeoViewer Online service through June 30, 2022, thereby necessitating an increase in compensation of \$55,550.00, amend the address for the City Attorney’s office, amend Exhibit A “Scope of Services” to include only the GeoViewer services, and amend Exhibit B “Rate Schedule” to include only the cost of GeoViewer online subscription service; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

Section 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 June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

The second sentence of Section 4(a) is hereby amended to read in its entirety as follows:

This amount shall not exceed Three Hundred Twenty-Seven Thousand Six Hundred Thirty Dollars and Zero Cents (\$327,630.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Section 14. NOTICES

The address for James M. Casso is hereby revised to read in its entirety as follows:

James M. Casso, City Attorney
Casso & Sparks, LLP
113300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746

Exhibit A

Exhibit A shall be replaced in its entirety with a new Exhibit A, attached hereto, and incorporated herein by reference.

Exhibit B

Exhibit B shall be replaced in its entirety with a new Exhibit B, attached hereto, and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
Nobel Systems, Inc.

By: _____
Troy Helling, City Manager

By: _____
Balaji Kadaba, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following through GeoViewer Online:

Provide the City with enterprise level access to the GeoViewer Online service. Said access shall be made available through individual secure user identification. Based upon user identification and associated groups, the City will have access to departmental spatial datasets, Google imagery, Google street view and other local government geospatial data through a user-friendly interface. Each user will have unlimited use of GeoViewer Online for the Term of the Agreement.

- Access to interactive atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area. For purposes of this Agreement, the "service area" shall include the City, and a five-mile radius around the City. All parcel data shall be available for all locations within the service area. Address data shall be available worldwide.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with system infrastructures
- Standard map navigation including pan, zoom in and zoom out, full extent
- Layer Display
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and Find features within a specified distance and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases
- Hyperlink scanned documents to features for easy retrieval.
- A mechanism for uploading the documents through a document upload tool
- Provide unlimited training on GeoViewer and any related functions of GeoViewer necessary to carry out the terms of this Agreement. Said training shall be provided by Consultant as requested by the City. City may require either on-site training, or virtual training through GoToMeeting.
- Provide immediate support services from 8:00 a.m.-6:00 p.m., Monday through Friday, through a customer service number which shall be provided by Consultant. Consultant shall respond to all after-hour requests within two hours. If it is necessary for Consultant to provide immediate support at City Hall, Consultant shall respond to City Hall within two hours.

- Provide 24/7 access to GeoViewer Online, except during necessary maintenance periods. Consultant shall provide City with no less than 48 hours' notice of any maintenance. All maintenance shall be done outside of the City's business hours.

EXHIBIT B
RATE SCHEDULE

GeoViewer Online Annual Subscription Fee (Enterprise License)

Total Fee Year One (1) 10/1/19 thru 6/30/20	\$15,150
Total Fee Year Two (2) 7/1/20 thru 6/30/21	\$20,200
Total Fee Year Three (3) 7/1/21 thru 6/30/22	\$20,200

Unlimited Technical Support

Included

Unlimited Training

Included

CITY COUNCIL

ITEM NO. 8.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, City Engineer *JN*
Tapas Dutta, Project Engineer, CNC Engineering *TD*

DATE: September 12, 2019

SUBJECT: Consideration of Award of Agreement No. CITY-1434, Resurfacing of Don Julian Road from 6th Avenue to 7th Avenue, and Unruh Avenue from Nelson Avenue to Cul-De-Sac and Sidewalk on Turnbull Canyon Road and Intersection Widening and Traffic Signal Installation at Don Julian Road and 6th Avenue, to Gentry Brothers in an amount not to exceed \$806,400.20, and Notice of Exemption regarding same

Background:

On September 13, 2018, the City Council authorized solicitation of public bids for CITY-1434, Resurfacing of Don Julian Road from 6th Avenue to 7th Avenue, and Unruh Avenue from Nelson Avenue to Cul-De-Sac and Sidewalk on Turnbull Canyon Road, and Intersection Widening and Traffic Signal Installation at Don Julian Road and 6th Avenue project for an estimated cost of \$693,000.00. This project was bid to procure a contractor to resurface Don Julian from 6th Avenue to 7th Avenue, resurface Unruh Avenue from Nelson Avenue to cul-de-sac, reconstruct curb and gutter and driveways, adjust utilities to grade, install Connector Pipe Screen (CPS), striping, install a traffic signal, modify curb returns, add sidewalk and install signage.

On June 26, 2019, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 127 vendors. The bid was viewed by 45 prospective bidders. The appropriate trade journals were notified on July 11, 2019. The bid was advertised on July 16, 2019 and July 23, 2019 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until July 17, 2019 at 5:00 p.m. in the City's Planetbids™ vendor portal.

City staff has determined that this project is subject to CEQA review, however, it falls within the Categorical exemption, Section 15302 Class 2 for reconstruction of existing structures, so included with this is a Notice of Exemption.

Discussion:

The bid process closed on July 30, 2019. Seven (7) bids were received from the following entities: Gentry Brothers, Inc., Sequel Contractors, Inc., All American Asphalt, Calpromax Engineering, Inc., Aid Builders, Inc., Sialic Contractors Corporations and PALP, Inc. dba Excel Paving Company. The review of bids has found that Gentry Builders, Inc., has submitted the lowest responsive bid and has the relevant experience, qualifications, and licensing necessary to complete this project. Below is a table of all bidders and their prices, showing that Gentry Builders, Inc. is the lowest bidder.

Bidder	Bid Price
Gentry Brothers, Inc.	\$806,400.20
Sequel Contractors, Inc.	\$845,634.20
All American Asphalt	\$892,490.00
Calpromax Engineering, Inc.	\$926,209.00
Aid Builders, Inc.	\$945,686.00
Sialic Contractors Corporation	\$961,246.00
PALP, Inc. dba Excel Paving Company	\$1,019,524.00

The Engineer's Estimate for this project was \$693,000.00. The bid price from Gentry Brothers, Inc. was \$806,400.20. A 10% contingency has been included with the bid price to account for potential and unforeseen project changes, and a 10% appropriation for contract administration and inspection; total cost of the appropriation will be \$967,680.20.

The following table represents a project summary:

Gentry Builders (Base Bid)	\$806,400.20
Contingency Allowance (10%)	\$80,640
Contract Administration/Inspection (10%)	\$80,640
Total Sources:	\$967,680.20

Fiscal Impact:

In the Fiscal Year 2019/2020 budget \$900,000 was approved for this project an appropriation of \$67,680.20 is requested at this time from the 2015 Sales Tax Bond Proceeds to City Capital Improvements – Street Improvements – Construction Costs (Account No. 120-702-5205) (MP 08-05 & MP 16-05).

Recommendation:

- 1) City staff recommends that the City Council consider the results of CITY-1434 bid and award the bid to Gentry Brothers Inc., and adopt a Notice of Exemption for the project; and
- 2) Appropriate \$67,680.20 from the 2015 Sales Tax Bond Proceeds to City Capital Improvements – Street Improvements – Construction Costs (Account No. 120-702-5205) (MP 08-05 & MP 16-05).

Exhibits:

- A. Bid Results
 - B. Bid Schedule Packet (Page A-12 and Pages C-4 through C-11)
 - C. Contractor's State of California and Department of Industrial Relations License Detail
 - D. Notice of Exemption
-

TH/JN/TD:jv

EXHIBIT A

Bid Results

[Attached]

EXHIBIT B

Bid Schedule Packet (Page A-12 and Pages C-4 through C-11)

[Attached]

BID BOND

PROJECT NO. 434

RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE

CONTRACT NO. CITY-1434

KNOW ALL MEN BY THESE PRESENTS that we Gentry Brothers, Inc.

Federal Insurance Company as BIDDER, and Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Industry ("CITY"), in the penal sum of Eighty thousand Six hundred Forty [IN WORDS] and dollars (\$ 80,640.02), which is 10 percent of the total amount bid by BIDDER to CITY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents. cents JP

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to CITY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 12th day of July, 2019.

BIDDER:

Name: Gentry Brothers, Inc.

Address: 384 E. Live Oak Avenue

Irwindale, CA 91706-1313

By: Wayne Gentry

Signature: [Signature]

Type Name and Title: SEC, TRS

SURETY:

Name: Federal Insurance Company

Address: 555 South Flower St., 3rd Floor

Los Angeles, CA 90071

By: Matthew J. Coats, Attorney-in-Fact

Signature: [Signature]

Type Name and Title: Matthew J. Coats, Attorney-in-Fact

Note:

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On JUL 12 2019 before me, Summer L. Reyes, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coats
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of June, 2015.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this 1st day of June, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in dependent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 12th day of July, 2019.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

California Acknowledgment Form

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

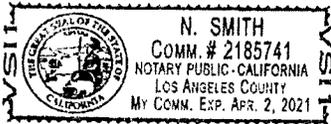
State of California }
County of Los Angeles } ss.

On July 31, 2019 before me, N. Smith,
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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

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

Seal



WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "N. Smith", written over a horizontal line.

Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Bid Bond # of Pages: 1

Notes

City of Industry - Contract #CITY-1434 Resurfacing of Don Julian Road

SECTION C
BID SCHEDULE
FOR

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-4 THROUGH C-11 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

CITY OF INDUSTRY
PROJECT NO. 434

RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE

CONTRACT NO. CITY-1434
CENTRY BROTHERS, INC.

BIDDER: _____

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

SCHEDULE OF WORK ITEMS

NO.	SPEC. SECTION	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
SCHEDULE A - RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE AND UNRUH AVENUE						
1.	9-3.4	Mobilization	1	LS		
2.	601-3	Traffic Control	1	LS		
3.	300-2	Unclassified Excavation	70	CY		
4.	300-1.4	Asphalt Pavement Removal	1,386	SF		
5.	300-1.4	PCC Removal	1,112	SF		
6.	300-1	Tree Removal	4	EA		
7.	301-2	Crushed Aggregate Base	53	CY		
8.	302-1.12	Cold Milling	2,812	SY		
9.	302-5.9	Asphalt Concrete Pavement	1,227	TON		
10.	302-5.9	Adjust sewer manhole frame and cover to finish grade	5	EA		

NO.	SPEC. SECTION	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
11.	302-5.9	Reconstruct County Sanitation District manhole frame and cover to finish grade	3	EA		
12.	302-5.9	Adjust storm drain manhole frame and cover to finish grade	4	EA		
13.	303-5.9	Construct 4" PCC sidewalk	2,200	SF		
14.	303-5.9	Construct curb and gutter	118	LF		
15.	315-4.5	Furnish & Install Connector Pipe Screen (CPS)	2	EA		
16.	315-1.3	Repair Catch Basin (allowance of \$2,000)	1	ALLOWANCE		
17.	303-5.9	Construct driveway	560	SF		
18.	303-5.9	Saw cut and Reconstruct pedestrian ramp, including detectable warning surface	2	EA		
19.	314-4.3.7	Pavement markers, markings, and traffic striping	1	LS		
20.	303-5.9	Construct concrete pavement transition panel with dowel bars	1	LS		
SCHEDULE A - SUBTOTAL						
SCHEDULE B - INTERSECTION IMPROVEMENTS & TRAFFIC SIGNAL INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE						
21.	9-3.4	Mobilization	1	LS		
22.	601-3	Traffic Control	1	LS		
23.	300-1.4	Sawcut and remove asphalt pavement and base material	1,158	SF		
24.	300-1.4	Remove PCC C&G or Curb	396	LF		
25.	300-1.4	Remove sidewalk, pedestrian ramp and driveway	1,276	SF		
26.	300-1.4	Remove existing wrought iron fence	45	LF		
27.	300-1.4	Remove existing masonry wall	22	LF		
28.	701-12.7	Remove interfering portions of street light conduit and install new conduit and handholes	1	LS		
29.	302-5.9	Asphalt Concrete Pavement	78	TONS		
30.	301-2	Crushed Aggregate Base	78	CY		
31.	303-5.9	Construct curb and gutter including base	396	LF		
32.	801-8	Refurbish landscape and irrigation	1	LS		

NO.	SPEC. SECTION	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
33.	303-5.9	Construct 4" PCC sidewalk	1,290	SF		
34.	303-5.9	Construct pedestrian curb ramp	4	EA		
35.	303-5.9	Construct driveway	260	SF		
36.	303-5.9	Install detectable warning surface	4	EA		
37.	300-1.4	Remove existing catch basin	1	EA		
38.	304-3.4	Construct wrought iron fence	43	LF		
39.	304-3.4	Construct block wall, chain link fence and barbed wire	16	LF		
40.	306-15	Remove and reconstruct grate drain	30	LF		
41.	303-1.11	Construct catch basin	1	EA		
42.	303-5.9	Construct local depression	1	EA		
43.	306-15	Construct 18" RCP connector pipe including concrete collar	6	LF		
44.	701-20	Construct traffic signal system	1	LS		
45.	306-15	Reconstruct parkway drain	1	EA		
SCHEDULE B - SUBTOTAL						
46.	Contingency for unforeseen conditions		1	LS	\$60,000	
GRAND TOTAL						

I hereby certify that on _____, 20____, _____
 (Print Name)
 examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By: GENTRY BROTHERS, INC

CONTRACTOR NAME
 WAYNE AT GENTRY BROTHERS, INC
 EMAIL ADDRESS
 1000002240
 DIR #
 WAYNE GENTRY
 PRINT NAME
 SIGNATURE
 Contract No. 1434 - Specifications

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 434

RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND
UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON
TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL
INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE

CONTRACT NO. CITY-1434

PLEASE NOTE: This page was intentionally left blank. After the bid has been awarded, it will be replaced with the awardee's Bid Results from PlanetBids™

BIDDER'S INFORMATION SHEET

- Receipt of any addenda shall be acknowledged only online through the PlanetBids™ software.

RETENTION MONEY OPTION: Please initial one of the following options.

- W
(Initials) 1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Section D63, General Provisions.
- _____
(Initials) 2. I will not provide securities in lieu of monies to ensure performance under the contract.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of Industry in the form of the copy of the contract attached hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction and/or maintenance;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the City Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the Bid Schedule.

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 30 day of July, 2019.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Gentry Brothers Inc
Bidder 384 Live Oak Ave
Irwindale CA 91706

Mailing Address

City/State/Zip

(626) 357-9631
Telephone

(626) 357-6322
Fax

Wayne Gentry
Signature

WAYNE GENTRY
Print Name

SEC, TREAS
Title

397682 A
License No./Class

12-20
Expiration Date

Underline one of the following: The Bidder is a (Partnership)/(Corporation)/(Individual).

The names of all persons, firms or corporations interested in this bid are: (See Section B, Page B-2, and Item 4 - Signature of Bid).

AFFIX CORPORATE SEAL

GENTRY BROTHERS, INC
Wayne Gentry CEO, SEC, TREAS

Note:

- All signatures must be acknowledged before a Notary Public.
- If any person is signing as attorney-in-fact, evidence of the authority for that must be attached as well.

California Acknowledgment Form

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

State of California }
County of Los Angeles } ss.

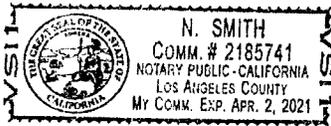
On July 31, 2019 before me, N. Smith
(here insert name and title of the officer)
personally appeared Wayne J. Gentry

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

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

Seal

WITNESS my hand and official seal.



N. Smith
Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Contractor's License Affidavit # of Pages: 1

Notes

City of Industry - Contract #CITY-1434 Resurfacing of Don Julian Road

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 434

RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND
UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON
TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL
INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE

CONTRACT NO. CITY-1434

WAYNE GENTRY _____, being first duly sworn, deposes and says that
Name

he or she is SELF, PRES _____, of GENTRY BROTHERS, INC _____,
Title Name of Firm

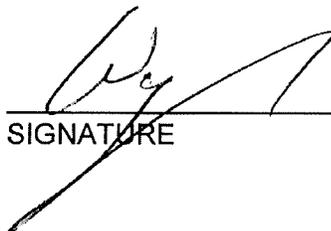
397682 A _____ A _____
License Number Classification

12-20 _____
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

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

7-30-19 _____
DATE

 _____
SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 434

RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND
UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON
TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL
INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE

CONTRACT NO. CITY-1434

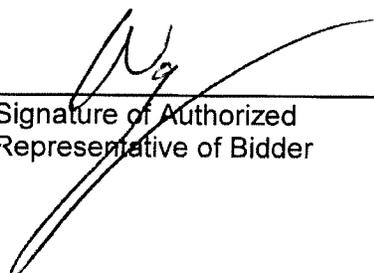
CENTRY BROTHERS, INC

certifies that:

Bidder

The following listed construction trades will be used in the work.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input checked="" type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input checked="" type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input checked="" type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input checked="" type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |



Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 434

RESURFACING OF DON JULIAN ROAD FROM 6TH AVENUE TO 7TH AVENUE, AND
UNRUH AVENUE FROM NELSON AVENUE TO CUL-DE-SAC AND SIDEWALK ON
TURNBULL CANYON ROAD AND INTERSECTION WIDENING AND TRAFFIC SIGNAL
INSTALLATION AT DON JULIAN ROAD AND 6TH AVENUE

CONTRACT NO. CITY-1434

CONTRACTOR:

Gentry Brothers Inc
384 Live Oak Ave
BUSINESS ADDRESS: **Irwindale CA 91706**

In submitting this bid for the project:

I, Wayne Gentry, state that I have not directly or indirectly,
(Name)
entered into any agreement, participated in any collusion or otherwise taken any action in restraint
of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed at Irwindale
California, this 30 day of July, 2019

Wayne Gentry
SIGNATURE

Bid Results for Project Resurfacing of Don Julian Road from 6th Avenue to 7th Avenue & Unruh Avenue from Nelson Avenue to... (CITY-1434)
 Issued on 06/26/2019
 Bid Due on July 30, 2019 11:00 AM (Pacific)
 Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Gentry Brothers, Inc. -	
				Unit Price	Line Total
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Traffic Control	LS	1	\$150,000.00	\$150,000.00
3	Unclassified Excavation	CY	70	\$50.00	\$3,500.00
4	Asphalt Pavement Removal	SF	1386	\$2.20	\$3,049.20
5	PCC Removal	SF	1112	\$3.00	\$3,336.00
6	Tree Removal	EA	4	\$900.00	\$3,600.00
7	Crushed Aggregate Base	CY	53	\$45.00	\$2,385.00
8	Cold Milling	SY	2812	\$3.50	\$9,842.00
9	Asphalt Concrete Pavement	TON	1227	\$80.00	\$98,160.00
10	Adjust sewer manhole frame and cover to finish grade	EA	5	\$600.00	\$3,000.00
11	Reconstruct County Sanitation District manhole frame and cover to finish grade	EA	3	\$600.00	\$1,800.00
12	Adjust storm drain manhole frame and cover to finish grade	EA	4	\$600.00	\$2,400.00
13	Construct 4" PCC sidewalk	SF	2200	\$5.00	\$11,000.00
14	Construct curb and gutter	LF	118	\$60.00	\$7,080.00
15	Furnish & Install Connector Pipe Screen (CPS)	EA	2	\$1,000.00	\$2,000.00
16	Repair Catch Basin (allowance of \$2,000)	ALLOWANCE	1	\$2,000.00	\$2,000.00
17	Construct driveway	SF	560	\$7.00	\$3,920.00
18	Saw cut and Reconstruct pedestrian ramp, including detectable warning surface	EA	2	\$3,500.00	\$7,000.00
19	Pavement markers, markings, and traffic striping	LS	1	\$8,000.00	\$8,000.00
20	Construct concrete pavement transition panel with dowel bars	LS	1	\$4,000.00	\$4,000.00
			Subtotal		\$346,072.20
21	Mobilization	LS	1	\$3,000.00	\$3,000.00
22	Traffic Control	LS	1	\$10,000.00	\$10,000.00
23	Sawcut and remove asphalt pavement and base material	SF	1158	\$2.50	\$2,895.00
24	Remove PCC C&G or Curb	LF	396	\$7.00	\$2,772.00
25	Remove sidewalk, pedestrian ramp and driveway	SF	1276	\$3.00	\$3,828.00
26	Remove existing wrought iron fence	LF	45	\$20.00	\$900.00
27	Remove existing masonry wall	LF	22	\$40.00	\$880.00
28	Remove interfering portions of street light conduit and install new conduit and handholes	LS	1	\$4,800.00	\$4,800.00
29	Asphalt Concrete Pavement	TONS	78	\$70.00	\$5,460.00
30	Crushed Aggregate Base	CY	78	\$45.00	\$3,510.00
31	Construct curb and gutter including base	LF	396	\$60.00	\$23,760.00
32	Refurbish landscape and irrigation	LS	1	\$4,000.00	\$4,000.00
33	Construct 4" PCC sidewalk	SF	1290	\$6.00	\$7,740.00
34	Construct pedestrian curb ramp	EA	4	\$3,500.00	\$14,000.00
35	Construct driveway	SF	260	\$7.00	\$1,820.00
36	Install detectable warning surface	EA	4	\$500.00	\$2,000.00
37	Remove existing catch basin	EA	1	\$2,000.00	\$2,000.00
38	Construct wrought iron fence	LF	43	\$120.00	\$5,160.00
39	Construct block wall, chain link fence and barbed wire	LF	16	\$120.00	\$1,920.00
40	Remove and reconstruct grate drain	LF	30	\$150.00	\$4,500.00
41	Construct catch basin	EA	1	\$5,000.00	\$5,000.00
42	Construct local depression	EA	1	\$600.00	\$600.00
43	Construct 18" RCP connector pipe including concrete collar	LF	6	\$200.00	\$1,200.00
44	Construct traffic signal system	LS	1	\$286,583.00	\$286,583.00
45	Reconstruct parkway drain	EA	1	\$2,000.00	\$2,000.00
			Subtotal		\$400,328.00
46	Contingency for unforeseen conditions	LS	1	\$60,000.00	\$60,000.00
			Subtotal		\$60,000.00
			Total		\$806,400.20

EXHIBIT C

Contractor's State of California and Department of Industrial Relations License Detail

[Attached]



DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS
STATE LICENSE BOARD


[Consumers](#)


[Licensees](#)


[Applicants](#)


[Online Services](#)


[Media](#)


[Resources](#)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 397682

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ▶ Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ▶ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 8/21/2019 4:33:55 PM

Business Information

GENTRY BROTHERS INC
384 LIVE OAK AVE
IRWINDALE, CA 91706
Business Phone Number:(626) 357-9631

Entity Corporation
Issue Date 12/16/1980
Expire Date 12/31/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FEDERAL INSURANCE COMPANY.

Bond Number: 82394682
Bond Amount: \$15,000
Effective Date: 08/15/2017
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual WAYNE J GENTRY JR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 12/09/2016

Workers' Compensation

THIS LICENSE HAS WORKERS COMPENSATION INSURANCE WITH THE FEDERAL INSURANCE COMPANY

Policy Number:54303173

Effective Date: 07/01/2017

Expire Date: 07/01/2020

Workers' Compensation History

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Accessibility Certification](#)

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Registration

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000002240		7/1/2019	6/30/2020	Active	384 LIVE OAK AVE IRWINDALE United States of America 91706		General Engineering

EXHIBIT D

Notice of Exemption

[Attached]

NOTICE OF EXEMPTION

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

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

Project Title: Resurfacing of Don Julian Road from 6th Avenue to 7th Avenue, and Unruh Avenue from Nelson Avenue to Cul-de-sac and sidewalk on Turnbull Canyon Road, and Intersection Widening and Traffic Signal Installation at Don Julian Road and 6th Avenue

Project Location - Specific: Don Julian Road from 6th Avenue to 7th Avenue, Unruh Avenue from Nelson Avenue to Cul-de-sac, Turnbull Canyon Road north of Don Julian Road, intersection of Don Julian Road and 6th Avenue,

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

Description of Project: Resurface Don Julian Road from 6th Avenue to 7th Avenue; resurface Unruh Avenue from Nelson Avenue to cul-de-sac; add sidewalk on Turnbull Canyon Road, north of Don Julian Road; widen intersection of Don Julian Road and 6th Avenue and add traffic signal.

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

Name of Person or Agency Carrying Out Project:

Exempt Status: *(check one)*

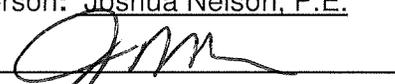
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15302 Class 2
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15303 Class 2, exempts the construction of replacement and reconstruction of facilities. project entails resurfacing of existing roads and operational and safety enhancement by widening intersection, adding traffic signal and adding a segment of missing sidewalk.

Lead Agency

Contact Person: Joshua Nelson, P.E.

Telephone: (626) 333-2211

Signature: 

Date: August 28, 2019

Title: City Engineer

CITY COUNCIL

ITEM NO. 8.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: September 12, 2019

SUBJECT: Consideration of an Appointment to the City of Industry Property and Housing Management Authority Board of Directors

BACKGROUND:

The City and the Civic-Recreational-Industry Authority ("CRIA"), entered into a Joint Exercise of Powers Agreement (the "JPA") effective on March 23, 2006, establishing the City of Industry Property and Housing Management Authority (the "IPHMA"). Pursuant to the JPA, IPHMA Board of Directors is comprised of five members, four are appointed by the City Council, and one appointed by CRIA, and each Director holds office for a four (4) year term. Based on this provision, one position (A City Council appointment), held by Board Member Erin Schriever, became vacant on August 27, 2019.

The position was advertised for a period of thirty (30) days and a total of two (2) applications were received, from Erin Schriever and Tim Seal. Applications from both candidates have been attached.

Recommendation:

Discuss and consider making an appointment to the IPHMA Board of Directors.

TH/BH



CITY OF INDUSTRY

CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION OR AUTHORITY

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry Housing Authority.

I very much appreciate your consideration.

Sincerely,

Erin Schriever

Print your name

[Redacted]

Address

[Redacted]

Phone Number

[Redacted]

Email Address

Erin Schriever

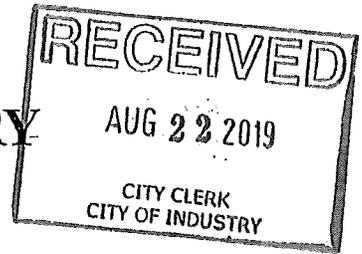
Signature

8/6/19

Date



CITY OF INDUSTRY



CITY OF INDUSTRY

APPLICATION FOR CITY COMMISSION OR AUTHORITY

To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the
City of Industry Property and Housing Management Authority

I very much appreciate your consideration.

Sincerely,

Tim Seal

Print your name

[Redacted]
Address

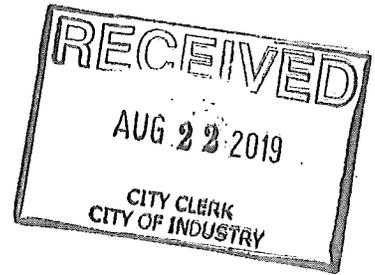
[Redacted]
Phone Number

Tim.Seal@Delhaventcc.org
Email Address

[Signature]
Signature

8/15/19
Date

City of Industry
Members of the City Council
15625 East Stafford
City of Industry, CA 91744
RE: Property and Housing Management Authority



Dear Mayor Moss and Fellow City Council Members,

I have submitted my application for the position opening on the Property and Housing Management Authority Commission.

As each of you are aware, my relationship with the City of Industry goes back over 30 years through the field of community service and charity work. This includes being a member of the City of Industry Rotary Service Club for the past ten years, serving on the Gabriel Foundation Board of Directors as Vice President for the past 15 years, Serving on the Rodeo Committee for the past 30 years for the City of Industry Charity Pro Rodeo (including as Co- Chair of the Rodeo this upcoming year), and through my involvement with the city as the Executive Director of Delhaven Community Center.

As I move forward with my respect for the City of Industry, serving on the Property and Housing Management Authority Commission would be an opportunity to continue working with the city of Industry in your journey moving forward.

I appreciate your consideration of this!

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Seal". The signature is fluid and cursive, with a large initial "T" and "S".

Tim Seal

Tim.seal@delhavenc.org



CITY COUNCIL

ITEM NO. 9.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Nathalie Vazquez, Consultant Assistant Planner II *NV*
Dina Lomeli, Consultant Associate Planner *D.L.*
Eduardo Manriquez, Consultant Planning Technician *EM*

DATE: September 12, 2019

SUBJECT: An Ordinance of the City Council of the City of Industry, California adding Section 17.08.045 (Collectible Mall) to Chapter 17.08 (Definitions), and amending Section 17.12.025 (Uses Permitted with Conditional Use Permit), of Title 17 (Zoning), of the City of Industry Municipal Code, to permit Collectible Malls in the Commercial Zone upon approval of a Conditional Use Permit, and adopting a negative declaration regarding same.

Proposal:

Janet Zamarripa on behalf of Frank & Son Collectible Show ("Frank & Son") is requesting approval of an amendment to Title 17 (Zoning) of the City of Industry ("City") Municipal Code ("Code"), specifically creating Section 17.08.045 for Chapter 17.08 (Definitions), and adding a new use to Chapter 17.12 (Commercial Zone). The requested changes under Zone Amendment No. 18-1 ("ZA No. 18-1") will allow for a "collectible mall" to be a permitted use in the City with approval of a Conditional Use Permit ("CUP"). The revisions to the Code will include a definition for "collectible mall" and list "collectible mall" as a permitted use, subject to approval of a CUP, under Section 17.12.025 ("Project").

Project Background and Analysis:

In 2018, City staff received a request from Frank & Son to allow for a "collectible mall" to operate in the City's Commercial Zone. City Staff responded by preparing ZA No. 18-1 on behalf of Frank & Son to amend Title 17 (Zoning) of the City Code, specifically creating Section 17.08.045 for Chapter 17.08 (Definitions), and adding a new use to Chapter 17.12 (Commercial Zone). The requested changes under ZA No. 18-1 will allow for a "collectible mall" to be a permitted use in the City with approval of a Conditional Use Permit ("CUP"). The revisions to the Code will include a definition for "collectible mall" and list "collectible mall" as a permitted use, subject to approval of a CUP, under Section 17.12.025 ("Project"). The proposed code language is as follows:

Table 1: Proposed Language for Zone Amendment:

Code Section	Proposed Amendment
Chapter 17.08 Definitions	17.08.045 Collectible Mall. “Collectible mall” is a retail use where two or more businesses under separate ownership are located within a single building with a minimum footprint of 100,000 square-feet, for the sale of items that are suitable for collection, originally a work of fine art, antique, or traditionally collected as a hobby, for display, or as an investment that may appreciate in value, including sports memorabilia, music memorabilia, film and television memorabilia, retro video games, comic books, and popular culture merchandise such as toys, action figures, art, anime, board and card games, or other substantially similar items as determined by the Planning Department.
Chapter 17.12 Commercial Zone Section 17.12.025	15. Collectible Mall. Any ancillary uses related to the operation of a collectible mall, including autograph signings, celebrity appearances, arcade games, and indoor tournaments may be permitted under the conditional use permit, at the discretion of the approving body.

At its regular meeting on August 6, 2019, by a unanimous vote (with Commissioner Simon absent), the Planning Commission recommended that the City Council adopt an ordinance approving Zone Amendment No 18-1 (“ZA No. 18-1”), amending the City’s Municipal Code (“Code”) regulating the establishment of “collectible malls” in the Commercial Zone.

Staff Analysis:

Staff has reviewed the proposed zoning ordinance and determined it is consistent with the City’s General Plan because it assists the City in maintaining a vibrant economy by offering an additional permitted use in the City’s Commercial Zone. The new use also adds to the blend of businesses in the City, consistent with Goal LU2, and brings new jobs to the City, consistent with Policy LU2-2. The language provided in the definition of the proposed Zoning Code amendment will further limit the proposed “collectible mall” use to buildings that have a minimum building footprint of 100,000 square-feet. As noted in the IS/ND, all commercial properties are built-out and disturbed and the use is similar to existing retail uses which are only permitted in the Commercial zoning designation. In addition, if the ordinance is approved, all future CUP applications for a “collectible mall” will be site-specific and are subject to a separate review with the City and will be required to comply with the City’s applicable development standards found in Section 17.36, Design Review, of the Code.

In addition, the amendment is internally consistent with the goals, objectives, and policies of the General Plan because the City was founded as a business and industrial hub with an emphasis of Commercial uses along major arterial streets and freeways with high visibility. As illustrated in the Zoning map (Exhibit A), all parcels zoned for Commercial are currently located in areas of high exposure to major streets or freeways. Also, the

allowable uses listed under the land use designation for Commercial are described as a mixture of commercial uses like retail, tourist-serving, and service uses which is consistent with that activity that will take place in a “collectible mall” since the use is defined to offer retail and occasional special events. The proposed use will also contribute to the City’s economy by offering an additional use in the City’s Commercial Zone that will offer a blend of businesses in the City and bring new jobs to the City. Again, as mentioned in the IS/ND, all future “collectible mall” uses will be site-specific; therefore, required to undergo a CUP review and if necessary a development review and will be required to comply with the California Environmental Quality Act (“CEQA”), satisfy the findings under Section 17.48.050 A-E, and the standards found in Section 17.36, Design Review, of the Code.

Table 2: General Plan Goals and Policy’s

Goals and Policies	Description
LU2, LU2-1, LU2-2	The proposed Project will create a competitive business climate by offering a unique commercial use that will specialize in the sale of retail items by multiple businesses under one (1) 100,000 square-foot building; thus, contributing to sales tax and jobs.

Environmental Analysis:

In accordance with the provisions of the California Environmental Quality Act (“CEQA”), (Cal. Pub. Resources Code §§21000 *et seq.*), an initial study was performed, the result of which was the preparation and circulation of a negative declaration (“IS/ND”) analyzing the proposed Zoning Code amendment and concluding that the approval of the project does not have a significant effect on the environment, because the impacts of the Project fall to levels below established CEQA thresholds of significance. The Project is administrative in nature. It involves an amendment to the City of Industry Municipal Code to allow collectible mall uses upon approval of a CUP in the Commercial Zone. No grading and/or construction is proposed as part of the Project. Future site-specific development proposing a collectible mall must obtain a conditional use permit with the City, and is subject to the applicable development review and approval process. At the time each site-specific development is proposed, the City will evaluate each project to determine if an Initial Study should be prepared to determine if there are any potential impacts.

Table 3: Public Notification:

Public Notification for City Council Public Hearing	
Public Notification	ZA 18-1 is Citywide, and the Project site is not located in a site-specific area. The Public Hearing Notice (Exhibit C) was publish in the San Gabriel Tribune on September 2, 2019, and posted at City Hall, Council Chambers, the City website, and Fire Station 118.

Planning Commission's Recommendation:

The Planning Commission recommends that the City of Industry City Council adopt Ordinance No. 806.

Fiscal Impact:

ZA No. 18-1 will have a positive fiscal impact to the City of Industry.

Recommendation:

Because the Project complies with the City's General Plan, does not pose any impacts on the environment, and satisfies the above-mentioned findings, Staff recommends that the City Council:

- 1) Open the public hearing and take public testimony;
- 2) Waive the reading of Ordinance No. 806; and
- 3) Introduce Ordinance No. 806 An Ordinance of the City Council of the City of Industry, California adding Section 17.08.045 (Collectible Mall) to Chapter 17.08 (Definitions), and amending Section 17.12.025 (Uses Permitted with Conditional Use Permit), of Title 17 (Zoning), of the City of Industry Municipal Code, to permit Collectible Malls in the Commercial Zone upon approval of a Conditional Use Permit, and adopting a negative declaration regarding same.

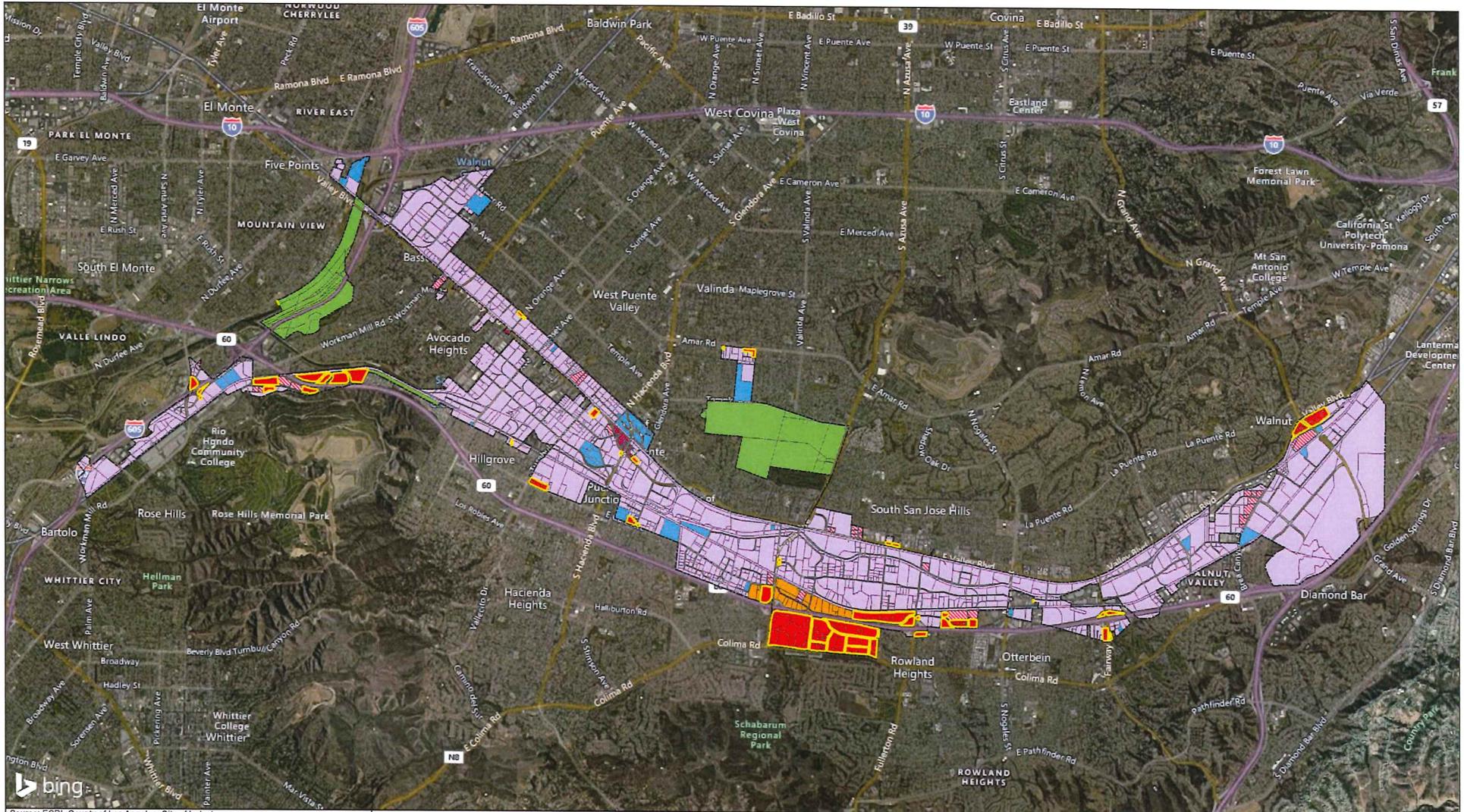
Attachment:

- 1) Location Map/Zoning Map – Ordinance No. 806
- 2) Notice of Intent – Ordinance No. 806
- 3) Public Hearing Notice – Ordinance No. 806
- 4) Title 17 Draft – Ordinance No. 806
- 5) Ordinance No. NS-806

Attachment 1

Location Map/Zoning Map – Ordinance No. 806

[Attached]



Source: ESRI, County of Los Angeles, City of Industry



1 inch = 5,000 feet
 0 2,500 5,000 Feet

City of Industry	Industrial (I)	Commercial (C)	Institutional (INST)
Zone Amendment - Collectible Malls	Industrial - Commercial Overlay (IC Overlay)	Commercial - Adult Business Overlay (AB)	Recreation and Open Space (ROS)
		Automobile Zone (AZ)	

Figure 3
Zoning

PROPOSED ZONE AMENDMENT (ZA 18-2) INITIAL STUDY - CITY OF INDUSTRY • COUNTY OF LOS ANGELES

Attachment 2

Notice of Intent – Ordinance No. 806

[Attached]



CITY OF INDUSTRY

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION FOR ZONE AMENDMENT NO. 18-1

Purpose: In accordance with the State of California Public Resources Code Section 21092, Sections 15063 and 15072 of Title 14 of the California Code of Regulations Guidelines pertaining to the California Environmental Quality Act, and the Industry Municipal Code, this is to advise you that the Planning Department of the City of Industry has prepared an Initial Study ("IS") and Negative Declaration on the following project and is recommending the environmental determination described below.

Project Description: Zone Amendment No. 18-1 ("ZA 18-1") will amend Title 17 of the City of Industry ("City") Municipal Code ("Code"), which will include changes to Chapter 17.08 (Definitions) and Chapter 17.12 (Commercial Zone). The changes under ZA 18-1 will allow for a "collectible mall" to be a permitted use in commercial zones in the City with approval of a Conditional Use Permit ("CUP") under Section 17.12.025.

Location: The location of this Project is Citywide, as it will revise the permitted uses in all of the City's Commercial Zones.

Environmental Determination: The City of Industry has prepared an Initial Study ("IS") to determine the environmental effects associated with the above actions and finds the issuance of a Negative Declaration ("ND") is the appropriate level of environmental review. The IS showed that ZA 18-1 will not have any significant impacts on the environment as the proposed "collectible mall" use under Section 17.12.025 is similar to a retail use, which is already a permitted use under Chapter 17.12 of the City Code.

The IS/ND concludes that no significant unavoidable environmental effects would occur because of the proposed Project.

Public Review and Comment Period: Copies of the proposed IS/ND are available in the Planning Department at the address listed below. **A 20-day public review period for the Negative Declaration begins July 17, 2019 and ends August 5, 2019.** Written comments on the adequacy of the document must be received by the City prior to 5:00 PM on August 5, 2019. If you would like to comment, please send written comments to:

Nathalie Vazquez, Consultant Assistant Planner II
15625 E. Stafford Street
City of Industry, CA 91744
nvazquez@cityofindustry.org
(626) 333-2211

Public Hearing: The City of Industry Planning Commission will hold a Public Hearing for the Project as set forth below. To confirm the date and time of the meeting, please check the City's website: www.cityofindustry.org.

The time, date and place of such hearing shall be as follows:

Time: 11:30 a.m.
Date: August 6, 2019
Place: City Council Chamber
15651 East Stafford Street
City of Industry, CA 91744

Julie Gutierrez-Robles
Deputy City Clerk

Attachment 3

Public Hearing Notice – Ordinance No. 806

[Attached]



CITY OF INDUSTRY

NOTICE OF PUBLIC HEARING Zone Amendment No. 18-01

On September 2, 2019, notice has been given that the City Council of the City of Industry will hold a public hearing to consider an application from Janet Zamarripa on behalf of Frank & Son Collectible Show for Zone Amendment No. 18-01 ("ZA No. 18-01").

Project Description: The proposed amendment will amend Title 17 of the City of Industry Municipal Code, which will include changes to Chapter 17.08 (Definitions) and Chapter 17.12 (Commercial Zone). The changes under ZA 18-1 will allow for a "collectible mall" to be a permitted use in Commercial Zones in the City with approval of a Conditional Use Permit ("CUP") under Section 17.12.025.

A copy of all relevant material for ZA No. 18-1, are on file in the City Administrative Offices, 15625 East Stafford Street, Suite 100, City of Industry, California 91744. Please contact Nathalie Vazquez, Consultant Assistant Planner II, at the City of Industry at 626-333-2211 extension 107 or by email at nvazquez@cityofindustry.org if you have questions.

The time, date, and place of the hearing will be as follows:

Time: 9:00 a.m.
Date: September 12, 2019
Place: City Council Chamber
15651 East Stafford Street
City of Industry, CA 91744

Any person wishing to be heard regarding this matter may appear at the above time, date, and place. Written comments may be sent via US Mail or by hand delivery to the City of Industry at the address listed above or via email to the email address listed above. All comments must be received at, or prior to, the date and time of the hearing listed above.

If you challenge the ZA No. 18-01 in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission of the City of Industry at, or prior to, the public hearing.

Julie Gutierrez-Robles, City Clerk

Attachment 4

Title 17 Draft – Ordinance No. 806

[Attached]

DRAFT

Title 17

ZONING

Chapters:

- 17.04 General Provisions**
- 17.08 Definitions**
- 17.12 Commercial Zone**
- 17.13 Automobile Zone (AZ)**
- 17.14 Adult Business Overlay Zone (A-B Overlay)**
- 17.16 Industrial Zone**
- 17.18 Institutional Zone**
- 17.20 Manufacturing—Commercial Overlay Zone (M-C Overlay)**
- 17.24 Planned Development Overlay Zone (P-D Overlay)**
- 17.26 Recreation and Open Space Zone**
- 17.28 Zoned Districts**
- 17.32 Setbacks**
- 17.36 Design Review**
- 17.40 Exceptions**
- 17.44 Use Permit**
- 17.48 Conditional Use Permits/Exceptions**
- 17.52 Recycling Facilities**
- 17.56 General Regulations**
- 17.60 Development Agreements**
- 17.64 Planning Commission**
- 17.68 Congestion Management Program**
- 17.70 Wireless Telecommunications Facilities**

DRAFT

Chapter 17.08

DEFINITIONS

Sections:

17.08.005	Adult business.
17.08.007	Alcohol service.
17.08.008	Ancillary use.
17.08.009	Approved use.
17.08.010	Article.
17.08.015	Automobile.
17.08.020	Automobile storage space.
17.08.025	Bar and cocktail lounge.
17.08.030	Building.
17.08.040	Chapter.
17.08.045	Collectible Mall.
17.08.050	Commission.
17.08.060	Dairy.
17.08.065	Dancing club.
17.08.067	Dancing school.
17.08.070	Domestic animal.
17.08.080	Dwelling unit.
17.08.082	Emergency homeless shelter.
17.08.085	Entertainment.
17.08.090	Front yard setback.
17.08.095	Industrial building.
17.08.098	Miniwarehouse/self-storage facility.
17.08.100	Parcel of land.
17.08.110	Person.
17.08.120	Required area.
17.08.125	Residence.
17.08.127	Residential care, general.
17.08.129	Residential care, limited.
17.08.132	Restaurant—Fast-food.
17.08.133	Restaurant—Full service.
17.08.135	Retail store.
17.08.140	Section.
17.08.142	Solid waste.
17.08.144	Solid waste handling facility.
17.08.150	Stand.
17.08.152	Supportive housing.
17.08.157	Transitional housing.
17.08.160	Use.

DRAFT

17.08.005 Adult business.

“Adult business” means:

A. Any business conducted for the entertainment of adults, engaged in the selling, renting or displaying of publications depicting the specified anatomical areas or specified sexual activities described herein or other material of a sexually explicit nature. Included in the definition is any business that as a substantial or significant course of conduct, sells, offers for sale, rents, exhibits, shows or displays publications depicting the specified anatomical areas or specified sexual activities described herein or other material of a sexually explicit nature. Also included in this definition is any business selling, renting, or displaying sexually oriented devices intended for use in the specified sexual activities.

B. A particular business at a particular location that sells, offers for sale, rents, exhibits, shows or displays specified anatomical areas or specified sexual activities in the form of a book, newspaper, pamphlet, film, video or other form or medium, or sexually oriented devices intended for use in the specified sexual activities, which receives fifty percent or more of the gross revenue from, or devotes twenty-five percent or more of the stock on hand or twenty-five percent or more of the gross floor area to such activity, is presumed to be engaging in “substantial or significant” conduct with respect to such activity.

C. Any business conducted for the entertainment of adults wherein an employee, patron or any other person engages in or is shown specified sexual activities or exhibits or engages in partial or total nudity or otherwise exposes specified anatomical areas. Included in this definition is any business, which as a substantial or significant portion of its business, provides live or filmed entertainment wherein specified anatomical areas of the human anatomy are exposed. Specified anatomical areas include any of the following, whether actual or simulated:

1. Less than completely and opaquely covered:
 - a. Human genitals or pubic region,
 - b. Buttock, and
 - c. Female breast below a point immediately above the top of the areola; or
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered. Specified sexual activities include any of the following:
 - a. Actual or simulated sexual intercourse, anal intercourse, oral or anal copulation, bestiality, pedophilia, necrophilia, direct physical stimulation of unclothed genitals, flagellation or torture in the context of sexual relationship, or the use of excretory functions in the context of sexual relationships, or
 - b. Clearly depicted human genitals in a state of sexual stimulation, arousal or tumescence, or
 - c. Use of human or animal masturbation, sodomy, oral copulation, coitus, ejaculation, or
 - d. Fondling or touching of nude human genitals, pubic region, buttocks or female breast, or
 - e. Masochism, erotic or sexually oriented torture, beating or the infliction of pain, or
 - f. Erotic or lewd touching, fondling or other contact with an animal by a human being, or
 - g. Human erection, urination, menstruation, vaginal or anal irrigation. (Ord. 771 § 3, 2012; Ord. 626 § 1, 1996)

17.08.007 Alcohol service.

“Alcohol service” means the sale and provision of alcohol for on-site consumption. Alcohol service is only permitted as an ancillary use to the main business in the city of Industry. See also Section 17.08.025, Bar and cocktail lounge. (Ord. 771 § 3, 2012)

DRAFT

17.08.008 Ancillary use.

“Ancillary use” means an approved use that is a minor but integral part of the primary, approved use of the property. (Ord. 771 § 3, 2012)

17.08.009 Approved use.

“Approved use” means any land use or business that has been legally established through approval of a use permit per Chapter 17.44 or a conditional use permit per Chapter 17.48 of the municipal code. (Ord. 771 § 3, 2012)

17.08.010 Article.

“Article” means an article of this title unless some other ordinance or statute is mentioned. (Ord. 771 § 3, 2012; Ord. 178 § 121, 1961)

17.08.015 Automobile.

“Automobile” means a passenger vehicle, as that term is defined in Section 465 of the California Vehicle Code, except that the term “automobile” shall also include any motor truck, as that term is defined by Section 410 of the California Vehicle Code, which has an unladen weight of less than twelve thousand pounds. (Ord. 771 § 3, 2012; Ord. 542 § 3, 1987)

17.08.020 Automobile storage space.

“Automobile storage space” when required by this title means any permanently maintained space not less than one hundred forty-four square feet in area on the same lot or parcel of land as is located the structure which it is designed to serve, so located and arranged as to permit the storage of, and be readily accessible under its own power to, a passenger automobile of average size. (Ord. 771 § 3, 2012; Ord. 178 § 122, 1961)

17.08.025 Bar and cocktail lounge.

“Bar and cocktail lounge” is a business establishment where the primary function is serving alcoholic drinks—beer, wine, liquor, and cocktails—for consumption on the premises. Bartenders are employed to prepare and serve alcoholic drinks. Bars and cocktail lounges are not permitted in the city. A bar may be included as an ancillary use in a full service restaurant with approval of a conditional use permit as long the bar area, including bar stools, does not exceed thirty percent of the total floor area of the business. A business where the floor area of a fixed bar area, including bar stools, is greater than thirty percent of the total floor area of the restaurant is considered a bar and cocktail lounge. See also Section 17.08.007, Alcohol service. (Ord. 771 § 3, 2012)

17.08.030 Building.

“Building” is any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind. (Ord. 771 § 3, 2012; Ord. 178 § 123, 1961)

17.08.040 Chapter.

“Chapter” means a chapter of this title unless some other ordinance or statute is mentioned. (Ord. 771 § 3, 2012; Ord. 178 § 124, 1961)

17.08.045 Collectible Mall.

“Collectible mall” is a retail use where two or more businesses under separate ownership are located within a single building with a minimum footprint of 100,000 square-feet, for the sale of items that are suitable for collection, originally a work of fine art, antique, or traditionally collected as a hobby, for display, or as an investment that may appreciate in value, including sports memorabilia, music memorabilia, film and television memorabilia, retro video games, comic books, and popular culture merchandise such as toys, action figures, art, anime, board and card games, or other substantially similar items as determined by the Planning Department.

17.08.050 Commission.

“Commission” means the planning commission of the city. (Ord. 771 § 3, 2012; Ord. 178 § 125, 1961)

17.08.060 Dairy.

“Dairy” means any premises where three or more cows, three or more goats, one or more cows and two or more goats, or two or more cows and one or more goats are kept, milked, or maintained. (Ord. 771 § 3, 2012; Ord. 178 § 127, 1961)

17.08.065 Dancing club.

“Dancing club” means any club or association of persons which conducts dances for its members or bona fide guests, other than dances at which members of the public are admitted. (Ord. 771 § 3, 2012; Ord. 651 § 4, 2000)

17.08.067 Dancing school.

“Dancing school” means any school, class or classes wherein dancing is the principal subject taught. (Ord. 771 § 3, 2012; Ord. 651 § 5, 2000)

17.08.070 Domestic animal.

“Domestic animal” is an animal which is commonly maintained in residence with man. (Ord. 771 § 3, 2012; Ord. 178 § 128, 1961)

17.08.080 Dwelling unit.

“Dwelling unit” means a building or a portion thereof either designed or used as living quarters of one person living alone or a group of two or more persons living together whether related to each other by birth or not. (Ord. 771 § 3, 2012; Ord. 178 § 129, 1961)

17.08.082 Emergency homeless shelter.

“Emergency homeless shelter” means housing with minimal supportive services operated by a provider that provides temporary accommodations to homeless persons. The term “temporary accommodations” means that a person or family will be allowed to reside at the shelter for a time period not to exceed six months. For purpose of this definition, a “provider” means a government agency or private non-profit organization that provides or contracts with recognized community organizations to provide emergency or temporary shelter, and which may also provide meals, counseling and other services, as well as common areas for residents of the facility. Such a facility may have individual rooms, but is not developed with individual dwelling units. (Ord. 787 § 3, 2015)

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17.08.085 Entertainment.

“Entertainment” means any act, play, revue, pantomime, scene, live music, song, dance act, or song and dance act, participated in by one or more employees, guests, customers, or any other person or persons. “Entertainment” does not include the playing of mechanical or recorded music alone. (Ord. 771 § 3, 2012; Ord. 651 § 6, 2000)

17.08.090 Front yard setback.

“Front yard setback” means a yard extending across the front of a lot measured between the side yard lines and being the minimum horizontal distance between the highway line and the main building and any projection thereof other than steps, and porches permitted within a front yard setback by Sections 17.32.010 through 17.32.030. On corner lots the council shall determine which is the front yard. In the absence of such determination, the front yard shall be provided on the highway upon which the front of the building faces. (Ord. 771 § 3, 2012; Ord. 545 § 2, 1988; Ord. 178 § 130, 1961)

17.08.095 Industrial building.

“Industrial building” means any structure built for the support, shelter or enclosure of persons, chattels or property of any kind and used for any use listed in Chapter 17.16 of this code. (Ord. 771 § 3, 2012; Ord. 633 § 6, 1998)

17.08.098 Miniwarehouse/self-storage facility.

“Miniwarehouse/self-storage facility” means any conditionally permitted development on a parcel in the “M” industrial zone designed and used for the renting or leasing of multiple small, individual, storage spaces to tenants who have access to such spaces for the purpose of storing personal property. A miniwarehouse/self-storage facility is subject to the special industrial development standards set forth in Section 17.16.026(A) of this code. (Ord. 771 § 3, 2012; Ord. 698 § 3, 2004)

17.08.100 Parcel of land.

“Parcel of land” means a contiguous quantity of land, in the possession of, or owned by, or recorded as the property of the same claimant or person. (Ord. 771 § 3, 2012; Ord. 178 § 134, 1961)

17.08.110 Person.

“Person” means any individual, firm, copartnership, joint adventure, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, this and any other municipality, county, school district, district or other political subdivision, or any other group or combination acting as a unit. (Ord. 771 § 3, 2012; Ord. 178 § 135, 1961)

17.08.120 Required area.

As used in this title, “required area” means:

A. The area of a lot which is shown as part of a subdivision recorded as a final map or filed as a record of survey map in accordance with law, except that where a parcel which otherwise would have been shown as one lot, is divided into two or more lots because of a city boundary line, in which case “required area” means the area of such parcel; or

B. The area of a lot, or parcel of land the right of possession of which, by virtue of a deed duly recorded, or by a recorded contract of sale, is vested in a person who neither owns nor has a right of possession of any contiguous parcel of property; provided, that the deed or contract of sale by which such right of possession

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was separated has been recorded prior to the adoption by the city council of the ordinance, which imposes the area requirements upon such lot or parcel of land. (Ord. 771 § 3, 2012; Ord. 178 § 136, 1961)

17.08.125 Residence.

“Residence” means a building designed as living quarters for persons doing their own cooking in such building. (Ord. 797 § 3, 2015; Ord. 771 § 3, 2012; Ord. 178 § 137, 1961)

17.08.127 Residential care, general.

“Residential care, general” means twenty-four-hour non-medical care for seven or more persons, including wards of the juvenile court, in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those facilities licensed by the state of California. (Ord. 787 § 3, 2015)

17.08.129 Residential care, limited.

“Residential care, limited” means twenty-four-hour, non-medical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the state of California. A residential facility serving six or fewer persons is considered a residential dwelling and is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law. (Ord. 787 § 3, 2015)

17.08.132 Restaurant—Fast-food.

“Restaurant—Fast-food” means a restaurant where food is ordered at a counter from a limited menu, which is usually located on a wall. Food is typically prepared in bulk, cooked in advance, kept hot, and finished and packaged to order. Fast-food restaurants do not have waiters or waitresses and offer only limited table service, usually to clean off tables. Food is available for take-out though seating may be provided. Fast-food restaurants may serve beer and wine for consumption on the premises with approval of a conditional use permit but may not have bar areas, bartenders, or serve mixed drinks. (Ord. 771 § 3, 2012)

17.08.133 Restaurant—Full service.

“Restaurant—Full service” means a restaurant in which waiters or waitresses take food and drink orders from customers at their tables from a menu containing an assortment of foods prepared and cooked on the premises by chefs in a professional kitchen, which contains freezers, stoves, ovens, food preparation areas, and dishwashing equipment. A full service restaurant may include a bar as an ancillary use with approval of a conditional use permit as long as the bar area, including bar stools, does not exceed thirty percent of the total floor area of the business. (Ord. 771 § 3, 2012)

17.08.135 Retail store.

“Retail store” means any store, shop, or business where the legal retail sale of merchandise not specifically listed under another use classification is made to members of the general public. (Ord. 771 § 3, 2012; Ord. 542 § 3, 1987)

17.08.140 Section.

“Section” means a section of this title unless some other ordinance or statute is mentioned. (Ord. 771 § 3, 2012; Ord. 178 § 138, 1961)

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17.08.142 Solid waste.

“Solid waste” has the same meaning as set forth in Division 30, Part One, Chapter Two, of the Public Resources Code. (Ord. 771 § 3, 2012; Ord. 636 § 1, 1998)

17.08.144 Solid waste handling facility.

“Solid waste handling facility” means a facility whose primary purpose is to collect, package, transfer, store or segregate solid wastes. Solid waste handling facility does not include transformation or disposal facilities as defined in Division 30, Part One, Chapter Two of the Public Resources Code. (Ord. 771 § 3, 2012; Ord. 636 § 2, 1998)

17.08.150 Stand.

“Stand” means a structure for the display and sale of products with no space for customers within the structure itself. (Ord. 771 § 3, 2012; Ord. 178 § 140, 1961)

17.08.152 Supportive housing.

“Supportive housing” is defined in the Health and Safety Code Section 50675.14. Supportive housing is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law. (Ord. 787 § 3, 2015)

17.08.157 Transitional housing.

“Transitional housing” is defined in the Health and Safety Code Section 50675.2. Transitional housing is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law. (Ord. 787 § 3, 2015)

17.08.160 Use.

“Use” includes construction, establishment, maintenance, alteration, moving onto, enlargement and occupation. Wherever this title prohibits the “use” of any premises for any purpose, such premises and any building, structure, or improvement on such premises, shall not be used, occupied, altered or improved for such purpose, and no building, structure, or improvement on such premises shall be erected, constructed, established, allowed to remain, altered, moved onto, or enlarged which is designed, arranged, or intended to be occupied or used for such purpose. (Ord. 771 § 3, 2012; Ord. 178 § 141, 1961)

Chapter 17.12

COMMERCIAL ZONE

Sections:

- 17.12.010 General prohibition.
- 17.12.020 Uses permitted with use permit.
- 17.12.025 Uses permitted with conditional use permit.
- 17.12.030 Entertainment and/or dance regulations.
- 17.12.040 Entertainment and/or dance exemptions.
- 17.12.045 Location requirements for massage establishments.
- 17.12.046 Amortization of nonconforming massage establishments.
- 17.12.050 Regulations.

17.12.010 General prohibition.

A person shall not use any premises in zone C except as specifically permitted in this chapter and subject to all regulations and conditions enumerated in this chapter. (Ord. 771 § 3, 2012; Ord. 178 § 200, 1961)

17.12.020 Uses permitted with use permit.

Property in zone C may be used for the following uses subject to the issuance of a use permit for each such use pursuant to Chapter 17.44:

- Athletic/health clubs;
- Banks and financial institutions;
- Barber shop;
- Beauty shop;
- Blueprinting and photocopying;
- Carwash;
- City, county, state, federal or other governmental public buildings, including, but not limited to, city halls, schools, libraries, police and fire stations, and post offices;
- Cleaners/laundromat;
- Coffee shop;
- Commercial off-street parking facility;
- Delicatessen;
- Drug store;
- Employment agency;
- Fast-food restaurant with less than fifty seats and without alcohol service;
- Liquor store;
- Massage establishment as defined in Chapter 5.20 and subject to the requirements of Chapter 5.20 and this chapter;
- Motorcycle agency for the selling or leasing of new motorcycles and the selling or leasing of secondhand motorcycles on the same lot or parcel of land taken in as a trade-in on such new motorcycles and repairs related to such new or secondhand motorcycles;
- Office (administrative, professional or service), including medical and dental offices and out-patient clinics;
- Photographer's studio;

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Printing and publishing;
Recycling facilities as defined in and permitted by Chapter 17.52 of this title;
Retail stores;
Travel agency;
Veterinarian office;
Vocational school. (Ord. 771 § 3, 2012; Ord. 730 § 2, 2007; Ord. 729-U § 2, 2007; Ord. 651 § 7, 2000; Ord. 545 §§ 2, 4, 1988; Ord. 542 § 4, 1987; Ord. 410 § 1, 1977; Ord. 408 § 1, 1977; Ord. 178 § 201, 1961)

17.12.025 Uses permitted with conditional use permit.

Property in zone C may be used for the following uses subject to the issuance of conditional use permit for such use(s) pursuant to Chapter 17.48:

1. Bowling alley with or without alcohol services;
2. Child care—Preschool;
3. Church;
4. Dance studio;
5. Drama theater or playhouse;
6. Entertainment or dancing. Any business or use that includes entertainment or dancing as part of that business or use. This subsection shall not apply to any business regulated by the terms of Chapter 17.14 of this code and defined in Section 17.08.005 of this code;
7. Fast-food restaurant with fifty or more seats and/or with alcohol service.
8. Gasoline service station;
9. A combination of gasoline service station and any retail store(s) not related to automobile services on the same parcel of property;
10. Hospital;
11. Ice skating/roller skating rink;
12. Indoor children's soft play facility in which each child must be accompanied by an adult who must remain in the building at all times until the child departs the building;
13. Movie theater or cinema;
14. Restaurants—Full service with or without alcohol service. (Ord. 771 § 3, 2012; Ord. 651 § 8, 2000; Ord. 608 § 1, 1994; Ord. 545 §§ 2, 4, 1988; Ord. 542 § 4, 1987; Ord. 410 § 1, 1977; Ord. 408 § 1, 1977; Ord. 178 § 201, 1961)
15. **Collectible Mall**—Any ancillary uses related to the operation of a collectible mall, including auto-graph signings, celebrity appearances, arcade games, and indoor tournaments may be permitted under the conditional use permit, at the discretion of the approving body.

17.12.030 Entertainment and/or dance regulations.

Any business or use that includes entertainment and/or dancing as part of that business or use shall comply with the following:

- A. A business must have a minimum of five thousand square feet of continuous building area to conduct entertainment and/or dancing.
- B. A Los Angeles County sheriff's department investigation shall be conducted on the background on all owners or officers of a business or corporation prior to the planning commission review of the conditional use permit application.

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C. A written security program for the premises shall be presented to, and approved by, the Los Angeles County sheriff's department and city manager prior to the planning commission review of the conditional use permit application.

D. The required security program shall be implemented and maintained in a manner satisfactory to the city and the sheriff's department.

E. The entire premises is subject to inspection by the Los Angeles County sheriff's department and/or city representative at any reasonable time without prior notification.

F. Adequate lighting will be provided in the parking lot areas and access sidewalks at all times.

G. The hours of operation shall be restricted to six a.m. to two a.m., seven days a week.

H. Permittee will be held responsible for acquainting all employees with these rules and all applicable local, county, state, or federal laws.

I. No changes to the approved floor plan shall be permitted without written permission from both the Los Angeles County sheriff's department and the city.

J. The noise level created by any entertainment and/or dance business shall not exceed the following at the property line of any adjacent or nearby residential land use, hospital, school in session, church or public library as measured by a sound level meter:

1. Fifty-five dBA between seven a.m. and ten p.m.
Fifty dBA between ten p.m. and seven a.m.
for a cumulative period of more than thirty minutes in any hour;
2. Sixty dBA between seven a.m. and ten p.m.
Fifty-five dBA between ten p.m. and seven a.m.
for a cumulative period of more than fifteen minutes in any hour;
3. Sixty-five dBA between seven a.m. and ten p.m.
Sixty dBA between ten p.m. and seven a.m.
for a cumulative period of more than five minutes in any hour;
4. Seventy dBA between seven a.m. and ten p.m.
Sixty-five dBA between ten p.m. and seven a.m.
at any time.

Any noise level measurements made pursuant to this subsection shall be performed in accordance with the following criteria:

a. "Noise level" means the "A" weighted sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty micronewtons per square meter. The unit of measurement shall be designated as dB(A).

b. "Sound level meter" means an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

K. Any violation of these regulations or any local, county, state or federal laws shall constitute grounds for revocation or suspension of the conditional use permit. (Ord. 771 § 3, 2012; Ord. 651 § 9, 2000; Ord. 644 § 3, 1999; Ord. 608 §§ 4—6, 1994; Ord. 545 § 2, 1988; Ord. 542 § 5, 1987; Ord. 501-U § 1, 1985; Ord. 178 § 202, 1961)

17.12.040 Entertainment and/or dance exemptions.

The following activities or events shall be exempt from the provision of Sections 17.12.025 and 17.12.030 of this code:

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A. A nonprofit organization or nonprofit group of persons whose organization or group is either one of a patriotic nature, or of a social, education, religious or charitable purpose shall be permitted to conduct four events annually (commencing on the first day of each year) with entertainment and/or dancing.

B. Any entertainment and/or dance conducted at a city owned facility. (Ord. 771 § 3, 2012; Ord. 651 § 10, 2000)

17.12.045 Location requirements for massage establishments.

A. A massage establishment may not be located within one thousand feet of any existing adult business whether or not such other use is located within the city.

B. The distance specified in this section will be measured in a straight line from the nearest point of the property line of the premises in which the proposed massage establishment is to be located to the nearest point of the property line of the adult business. (Ord. 771 § 3, 2012; Ord. 730 § 2, 2007; Ord. 729-U § 2, 2007)

17.12.046 Amortization of nonconforming massage establishments.

A. Amortization Period. After July 1, 2010, no person may cause, allow, or permit the continued operation, maintenance or use of a lot, building or structure as a legal nonconforming massage establishment, unless such use is granted an extension pursuant to subsections C and D of this section. For the purposes of this section, the term "legal nonconforming massage establishment" means any massage establishment use that was legally established and lawfully operating on April 26, 2007.

B. Early Termination. Any termination or revocation of the license of a legal nonconforming massage establishment, or the discontinuance (by operation of law or voluntary) or abandonment of such use for a period of thirty consecutive days, will result in the immediate loss of the legal nonconforming status of such use.

C. Extension Application. The owner of a legal nonconforming massage establishment or the owner of the property upon which such use exists, may file an application with the planning director for an extension of the amortization period in subsection A in accordance with the following procedures:

1. The application must be filed at least one hundred eighty days prior to the expiration of the amortization period established in subsection A of this section. The filing fee for the application will be the same as that for a variance as established by the city council;

2. The application must state the additional length of time requested for the amortization and the grounds for requesting such an extension of time including, but not necessarily limited to, information relevant to the criteria set forth in subsection D of this section;

3. The planning director will set the matter for a hearing within thirty calendar days following the receipt of a complete application.

D. Decision on Extension Application. The city manager or a designated hearing officer will hold a public hearing at which time all evidence and testimony regarding the request for an extension of the amortization period will be considered. The burden will be on the applicant to establish that the extension should be granted. In rendering a decision, the city manager or hearing officer must consider the following factors:

1. The massage establishment or property owner's financial investment in the business, in particular the amount of investment prior to the adoption of Section 17.12.045, which for the purposes of this chapter was April 26, 2007;

2. The present actual and depreciated value of business improvements;

3. The applicable Internal Revenue Service depreciation schedules;

4. The remaining useful life of the business improvements;

5. The remaining lease term;

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6. The date upon which the business owner or property owner first received notice of the nonconforming status of the use;
7. The cost of relocating the business to a site conforming to the provisions of this chapter;
8. The ability of the business owner or property owner to change the use to a conforming use;
9. The good faith efforts made to recoup the investment and to relocate the use;
10. The history of code and legal compliance by the massage establishment as well as the secondary effects of the massage establishment on the health, safety and welfare of surrounding businesses and uses and the secondary effects if the massage establishment were to be permitted to extend the amortization period.

The decision must be in writing and must include findings in support of the decision to grant or deny any extension of the amortization period. The decision must be hand delivered or sent by certified mail to the applicant within twenty business days of the hearing.

E. The decision of the city manager or hearing officer will be final. (Ord. 771 § 3, 2012; Ord. 730 § 4, 2007; Ord. 729-U § 4, 2007)

17.12.050 Regulations.

The conditions under which the uses described in Sections 17.12.020 and 17.12.025 are permitted in zone C are as follows:

- A. That not to exceed fifty percent of the land be occupied by structures;
- B. That all goods, other than nursery stock and new and used cars, offered for sale, be displayed within a building enclosed by a roof and on all sides by walls;
- C. That parking spaces shall be provided at a minimum ratio of one space per two hundred fifty square feet of floor area within the structures served by such spaces. All parking spaces shall be at least nine feet in width by nineteen feet in length, except that compact parking spaces which are at least eight feet in width by sixteen feet in length may constitute up to twenty percent of the required parking spaces. If the use consists of a gasoline service station and any retail store on the same parcel or lot, then the parcel or lot shall have, in addition to the parking spaces otherwise required for the gasoline service station, a number of parking spaces for the exclusive use of the retail store at a minimum ratio of one space per one hundred sixty-seven square feet of floor area within such retail store, or a total of six parking spaces, whichever is greater;
- D. Restaurants and cocktail lounges shall provide on the same lot or parcel of land, parking spaces at the ratio of one space for every two and one-half fixed seats available for use by the public and one space per fifty square feet of floor area not occupied by fixed seating. Additional parking spaces may be required in connection with the granting of a conditional use permit;
- E. That all buildings and structures shall be set back a minimum of thirty feet from the curb line of all streets;
- F. That architectural and general appearance of all such commercial buildings and grounds be in keeping with the character of the neighborhood and such as not to be detrimental to the public health, safety, and general welfare of the community in which such use or uses are located;
- G. That no commercial structure shall exceed a height of five stories or fifty feet, whichever is greater;
- H. All driveways shall be a minimum of twenty-six feet in width. Aisles serving parking areas shall be a minimum twenty-six feet in width. All driveways shall be located so that vehicles exiting the site have an unobstructed view of the street and oncoming traffic. No driveway shall be located in such a manner that it creates a hazard for vehicles entering or exiting the site;
- I. Truck loading docks located on the front or side of a building shall be screened by masonry walls, accessory structures, or landscaping in such a manner so as to be consistent with the provisions of Section 17.36.060(R);

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J. No outside storage of any property, building materials, or other property not permanently affixed to the real property shall be allowed, other than as provided for in this section and in Section 17.32.050 of this code. This requirement shall not apply to new and secondhand automobiles held out by an automobile agency for sale or lease pursuant to Section 17.12.020(2) or Section 7.20.030(B)(1);

K. All trash containers shall be kept within designated trash enclosure structures permanently affixed to the real property, constructed of either the same materials as the main structure or masonry blocks, and consisting of walls which are at least as high as the trash containers to be kept therein;

L. Emergency fire facilities (hydrants) shall be provided and kept free and unobstructed at all times in accordance with the requirements of the Los Angeles County fire department. A fire prevention inspection must be made by the Los Angeles County fire department within two weeks after occupancy of the building by a new purchaser or tenant;

M. All mechanical equipment (including roof-mounted equipment) shall be screened from public view by screening which is the same color as the main structure;

N. As an incidental use to a permitted use pursuant to Section 17.12.020 or incidental to a use permitted with a conditional use permit in accordance with Section 17.12.025 of this chapter, a maximum of two pool tables or billiard tables will be permitted. (Ord. 771 § 3, 2012; Ord. 669 §§ 6—7, 2001; Ord. 651 § 11, 2000)

Attachment 5

Ordinance No. 806

[Attached]

ORDINANCE NO. 806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 17.08.045 (COLLECTIBLE MALL) TO CHAPTER 17.08 (DEFINITIONS), AND AMENDING SECTION 17.12.025 (USES PERMITTED WITH CONDITIONAL USE PERMIT) OF CHAPTER 17.12 (COMMERCIAL ZONE), OF TITLE 17 (ZONING), OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO PERMIT COLLECTIBLE MALLS IN THE COMMERCIAL ZONE UPON APPROVAL OF A CONDITIONAL USE PERMIT, AND ADOPTING A NEGATIVE DECLARATION REGARDING SAME

WHEREAS, on May 19, 2019, Janet Zamarripa with Frank & Son Collectible Show (“Applicant”) filed a complete application requesting the approval of a Zoning Code amendment to add Section 17.08.045 (Collectible Mall) to Chapter 17.08 (Definitions), and to amend Section 17.12.025 (Uses permitted with conditional use permit) of Chapter 17.12 (Commercial Zone) of Title 17 (Zoning) of the City of Industry Municipal Code, to permit collectible malls in the City’s Commercial Zone, upon approval of a Conditional Use Permit; and

WHEREAS, in accordance with the provisions of the California Environmental Quality Act (“CEQA”), (Cal. Pub. Resources Code §§21000 *et seq.*), an initial study was performed, the result of which was the preparation and circulation of a negative declaration (“IS/ND”) analyzing the proposed Zoning Code amendment (“Project”) and concluding that the approval of the Project does not have a significant effect on the environment, because the impacts of the Project fall to levels below established CEQA thresholds of significance. No grading and/or construction is proposed as part of the Project. Future site-specific development proposing a collectible mall must obtain a conditional use permit with the City, and is subject to the applicable development review and approval process. At the time each site-specific development is proposed, the City will evaluate each project to determine if an Initial Study should be prepared to determine if there are any potential impacts; and

WHEREAS, the IS/ND was circulated for a 20-day public review period, beginning on July 17, 2019 and ending on August 6, 2019, during which time members of the public were invited to comment on the environmental analysis and conclusions for the proposed Project; and

WHEREAS, notice of the Planning Commission’s August 6, 2019 public hearing on the proposed Project was published in *The San Gabriel Valley Tribune* on July 26, 2019 in compliance with the City’s Code, and Government Code Section 65091; and

WHEREAS, on August 6, 2019, the Planning Commission of the City of Industry conducted a duly noticed public hearing on the proposed Zoning Code amendment, and considered all testimony written and oral; and

WHEREAS, the Planning Commission reviewed and carefully considered the information, including all comment letters submitted, and made the findings set forth herein, and based upon substantial evidence presented to the Planning Commission during the public hearing on August 06, 2019, including public testimony and oral staff reports, the Planning Commission

recommended that the City Council adopt the Zoning Code amendment set forth herein, and adopt the IS/ND regarding same; and

WHEREAS, notice of the City Council's September 12, 2019 public hearing on the proposed Zoning Code amendment was published in *The San Gabriel Valley Tribune* on September 02, 2019, in compliance with the City's Code, and Government Code Section 65091; and

WHEREAS, on September 12, 2019, the City Council of the City of Industry conducted a duly noticed public hearing on the proposed Zoning Code amendment, and considered all testimony written and oral; and

WHEREAS, the City Council reviewed and carefully considered the information in the IS/ND, including all comment letters submitted, and makes the findings set forth herein, and adopts the IS/ND with comments incorporated, as an objective 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 Ordinance have occurred.

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

SECTION 1. Findings.

The City Council finds that based upon substantial evidence presented to the City Council during the September 12, 2019 public hearing, including public testimony and oral staff reports, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

SECTION 2. CEQA.

- a. The IS/ND for the Project including any comment letters received, is attached hereto as Exhibit A and are incorporated by reference as part of this Ordinance, as if each were set forth fully herein.
- b. The documents and other material constituting the record for these proceedings are located at the Planning Department for the City of Industry, 15625 East Stafford Street, City of Industry, California 91744.
- c. The proposed Project is consistent with the City's General Plan because it assists the City in maintaining a vibrant economy by offering an additional permitted use in the City's Commercial Zone. The new use also adds to the blend of businesses in the City, consistent with Goal LU2, and brings new jobs to the City, consistent with Policy LU2-2.
- d. In accordance with CEQA, the City Council has considered the IS/ND for the Project, including any comments received, 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. For the reasons set forth in this Ordinance, 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. The result of the

Initial Study resulted in the determination that a Negative Declaration was prepared for this Project. The Project is administrative in nature. It involves an amendment to the City of Industry Municipal Code to allow collectible mall uses upon approval of a CUP in the Commercial Zone. No grading and/or construction is proposed as part of the Project. Future site-specific development proposing a collectible mall must obtain a conditional use permit with the City, and is subject to the applicable development review and approval process. At the time each site-specific development is proposed, the City will evaluate each project to determine if an Initial Study should be prepared to determine if there are any potential impacts.

- ii. The City Council of the City of Industry hereby makes the findings contained in this Ordinance, and adopts the IS/ND for the Project.

Section 3. Zoning Code Amendment Findings.

Pursuant to Government Code Section 65855, the proposed Project is consistent with the City's General Plan because it assists the City in maintaining a vibrant economy by offering an additional permitted use in the City's Commercial Zone. The new use also adds to the blend of businesses in the City, consistent with Goal LU2, and brings new jobs to the City, consistent with Policy LU2-2.

Section 4. Municipal Code Amendment. Section 17.08.045 (Collectible Mall) is hereby added to Chapter 17.08 (Definitions), of Title 17 (Zoning) of the City of Industry Municipal Code, and shall read in its entirety as follows:

“Collectible mall” is a retail use where two or more businesses under separate ownership are located within a single building with a minimum footprint of 100,000 square-feet, for the sale of items that are suitable for collection, originally a work of fine art, antique, or traditionally collected as a hobby, for display, or as an investment that may appreciate in value, including sports memorabilia, music memorabilia, film and television memorabilia, retro video games, comic books, and popular culture merchandise such as toys, action figures, art, anime, board and card games, or other substantially similar items as determined by the Planning Department.

Section 5. Municipal Code Amendment. Section 17.12.025 (Uses permitted with conditional use permit) of Chapter 17.12 (Commercial Zone) of Title 17 (Zoning) of the City of Industry Municipal Code is hereby amended to add Subsection 15., which shall read in its entirety as follows:

15. Collectible Mall. Any ancillary uses related to the operation of a collectible mall, including autograph signings, celebrity appearances, arcade games, and indoor tournaments may be permitted under the conditional use permit, at the discretion of the approving body.

Section 6. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in this Chapter, including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

Section 7. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall

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

Section 8. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 9. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

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

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

Cory Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

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

CITY CLERK’S CERTIFICATION
RE: ADOPTION OF CITY ORDINANCE

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Ordinance No. 806 was introduced at the regular meeting of the City Council on September 12, 2019 and was adopted at a regular meeting of the City Council on September 26, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Julie Gutierrez-Robles, City Clerk

(SEAL)

Exhibit A

IS/ND – Ordinance No. 806

[Attached]

FINAL DRAFT

**Draft Initial Study and
Negative Declaration**

**Zone Amendment (“ZA”) No. 18-1 permitting
“Collectible Malls” in Commercial Zones**

Lead Agency:

City of Industry
15625 East Stafford Street
City of Industry, CA 91744
(626) 333-2211



Prepared By:



CASC Engineering and Consulting, Inc.
1470 E. Cooley Dr.
Colton, CA 92324
(909) 783-0101 Ext. 5370

July 17, 2019

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- Figure 4. City of Industry General Plan Land Use
- Figure 5. City of Industry Commercial Zoned Parcels



CHAPTER ONE – INTRODUCTION

1.1 Purpose and Authority

This Initial Study/Negative Declaration (“IS/ND”) has been prepared in accordance with the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*) (“CEQA”) to evaluate the potential environmental impacts associated with the implementation of the proposed amendment to Title 17 of the City of Industry’s Municipal Code (“Code”), which will include changes to Chapter 17.08 (Definitions) and Chapter 17.12 (Commercial Zone). This document is prepared in conformance with CEQA and the CEQA guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*). This IS/ND is intended to serve as an informational document for the public agency decision makers and the public regarding the Project.

1.2 Documents Incorporated by Reference

As permitted by Section 15150 of the CEQA Guidelines, this IS/ND references several technical studies and analyses. Information from the documents incorporated by reference is briefly summarized in the appropriate section(s). The relationship between the incorporated part of the referenced document and the IS/ND has also been described. The documents and other sources used in the preparation of this IS/ND include, but are not limited to:

- 2019 California Environmental Quality Act (CEQA)
- CEQA Guidelines, Appendix G (2019)
- City of Industry General Plan (adopted June 2014) and Final Environmental Impact Report (FEIR) dated May 2014
- City of Industry Municipal Code Chapter 17.12 “Commercial Zone”
- Los Angeles County General Plan (adopted October 2015)
- Los Angeles County GIS Data Portal and Interactive Map (GIS-NET)
- California Department of Conservation Los Angeles County Important Farmland Map, 2016
- South Coast Air Quality Management District (SCAQMD)
- Air Quality Management Plan (AQMP), 2016
- California Air Resources Board (CARB) Scoping Plan
- California Department of Conservation’s Mineral Land Classification Survey and Map
- California Geological Survey
- Los Angeles County GIS Data Portal Board of Education (BOE) School Districts, 2011
- California Government Code § 66477
- Public Resources Code section 5024.1

1.3 Documents Prepared for the Project

As part of the CEQA review process, technical studies may be prepared for the Project in support of the findings in the Initial Study, if the lead agency determines that it is required. City staff indicated that technical studies will not be required for the proposed project due to the nature and size of the proposed Project.



CHAPTER TWO – ENVIRONMENTAL CHECKLIST AND DISCUSSION

2.1 Project Summary

1. Project Title:

Zone Amendment (“ZA”) No. 18-1: Permitting “Collectible Malls” in Commercial Zones

2. Lead Agency Name and Address:

City of Industry
15625 East Stafford Street
City of Industry, CA 91744

3. Contact Person and Phone Number:

Nathalie Vazquez, Contract Assistant Planner II
(626) 333-2211 ext. 107

4. Project Location:

City of Industry, CA (citywide policy for commercial zones)

5. Project Applicant’s Name and Address:

Janet Zamarripa with Frank & Collectible Show
20800 Apache Way
Walnut CA, 91789

6. General Plan Designation:

Not Applicable – Citywide Policy

7. Zoning Designation:

Commercial

8. Project Description:

Janet Zamarripa on behalf of Frank & Son Collectible Show is proposing a Zone Amendment that will amend Title 17 of the City’s Municipal Code (“Code”), which will include changes to Chapter 17.08 (Definitions) and Chapter 17.12 (Commercial Zone). The changes under Zone Amendment (“ZA”) No. 18-1 (“Project”) will allow for a collectible mall to be a permitted use in commercial zones in the City of Industry (“City”) with an approval of a Conditional Use Permit (“CUP”). The proposed language to be added to Chapter 17.08 is as follows:

17.08.045 Collectible Mall. “Collectible mall” is a retail use where two or more businesses under separate ownership are located within a single building with a minimum footprint of 100,000 square-feet, for the sale of items that are suitable for collection, originally a work of fine art, antique, or traditionally collected as a hobby, for display, or as an investment that may appreciate in value, including sports memorabilia, music memorabilia, film and television memorabilia, retro video games, comic books, and popular culture merchandise such as toys, action figures, art, anime, board and card games, or other substantially similar items as determined by the Planning Department.



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The proposed language to be added to Section 17.12.025 is as follows:

15. Collectible Mall. Any ancillary uses related to the operation of a collectible mall, including autograph signings, celebrity appearances, arcade games, and indoor tournaments may be permitted under the conditional use permit, at the discretion of the approving body.

***Note:** No grading and/or construction is proposed as part of the Project. Future site-specific development proposing a collectible mall must obtain a conditional use permit with the City of Industry and is subject to the applicable development review and approval process. At the time each site-specific development is proposed, the City will evaluate each project to determine if an Initial Study should be prepared to determine if there are any potential impacts.*

9. Surrounding Land Uses and Setting:

The City is predominantly developed, and approximately 524 acres of the City are designated for commercial uses. **As of 2010, eighty-seven percent (87%) of usable land in the City was developed. According a recent parcel records search conducted by the City's Planning Department, all commercial zoned parcels are currently developed and built out.** The parcels designated as commercial zones are scattered on the edges of the City, with access to the 60-fwy and major arterials such as Valley Boulevard and Railroad Street. The City is surrounded by the following cities: City of La Puente and City of Walnut to the north, City of Rowland Heights, City of Hacienda Heights to the south, City of Diamond Bar to the east, and City of El Monte to the west. The City is also served by the Freeway 57 and Freeway 605.

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

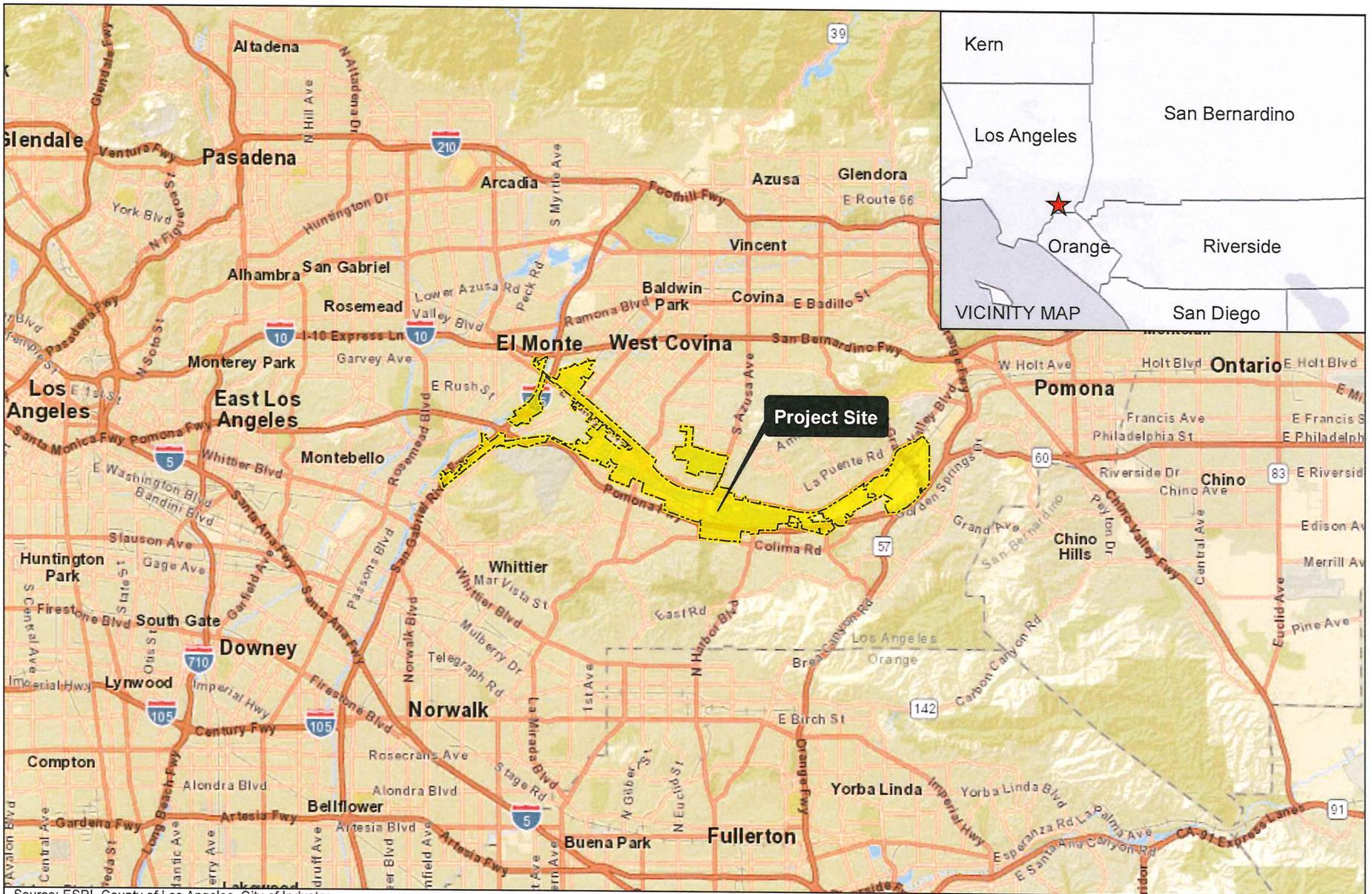
The proposed Project will require review and/or approval from the City's Planning Commission and City Council. Since the Project is a Zoning amendment to allow "collectable malls" in commercial zones, the Project does not require other public agency approvals, such as permits, financing approval, or participation agreement.

11. Native American Tribes:

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 City provided letter notification of the proposed Zone Amendment to the Gabrieleno Band of Mission and the Soboba Band of Luiseno on June 27, 2019, per Public Resources Code section 21080.3.1, and did not receive a request for consultation from either Tribes.





Source: ESRI, County of Los Angeles, City of Industry

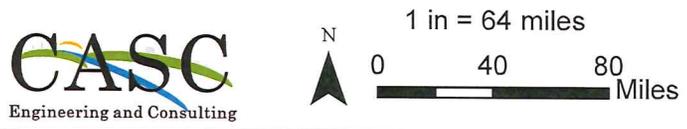
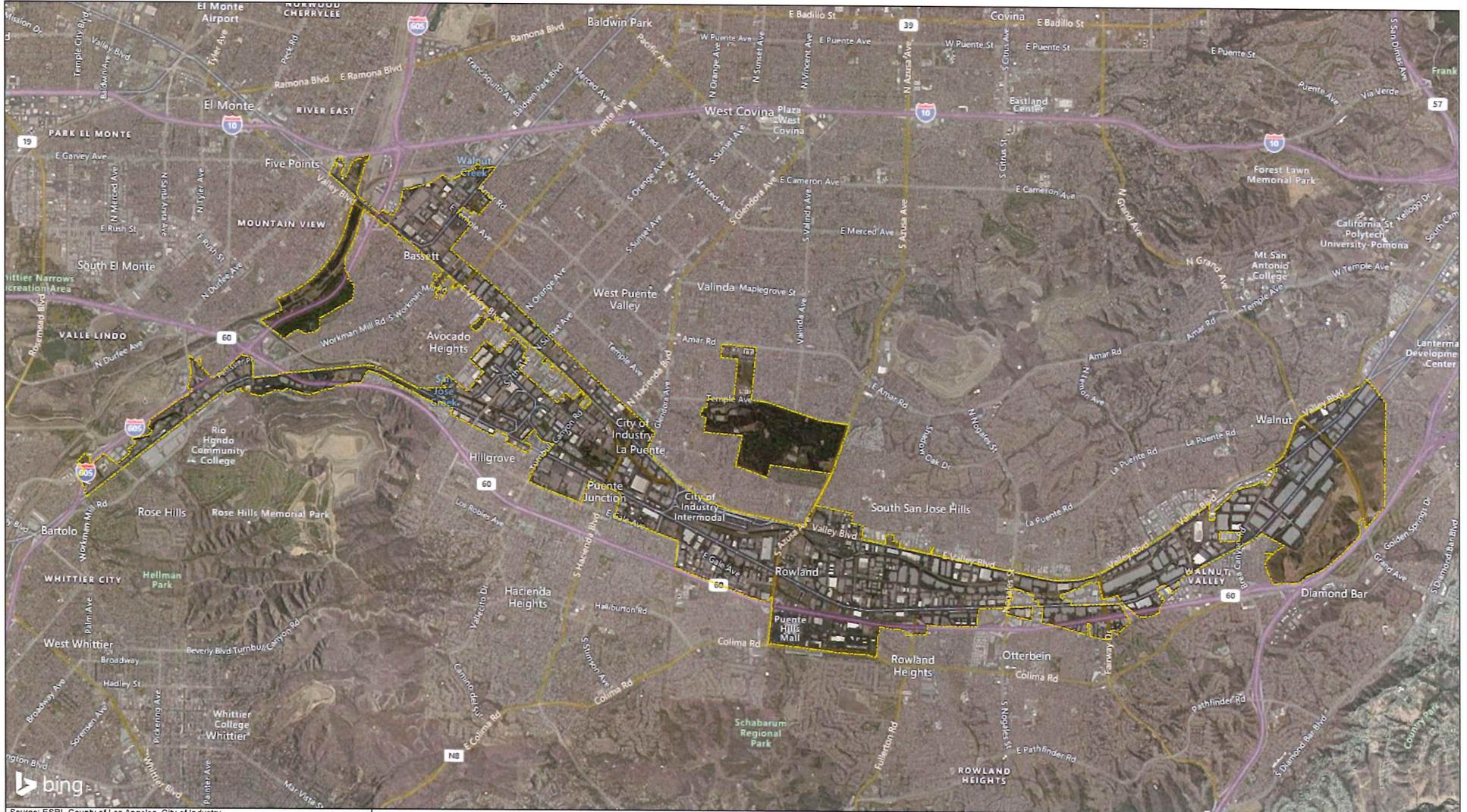


Figure 1
Regional Vicinity
PROPOSED ZONE AMENDMENT (ZA 18-2) INITIAL STUDY -
CITY OF INDUSTRY • COUNTY OF LOS ANGELES



Source: ESRI, County of Los Angeles, City of Industry



1 inch = 5,000 feet
 0 2,500 5,000 Feet

Project Boundary - City of Industry

Figure 2
Project Boundary

PROPOSED ZONE AMENDMENT (ZA 18-2) INITIAL STUDY -
 CITY OF INDUSTRY • COUNTY OF LOS ANGELES



Source: ESRI, County of Los Angeles, City of Industry

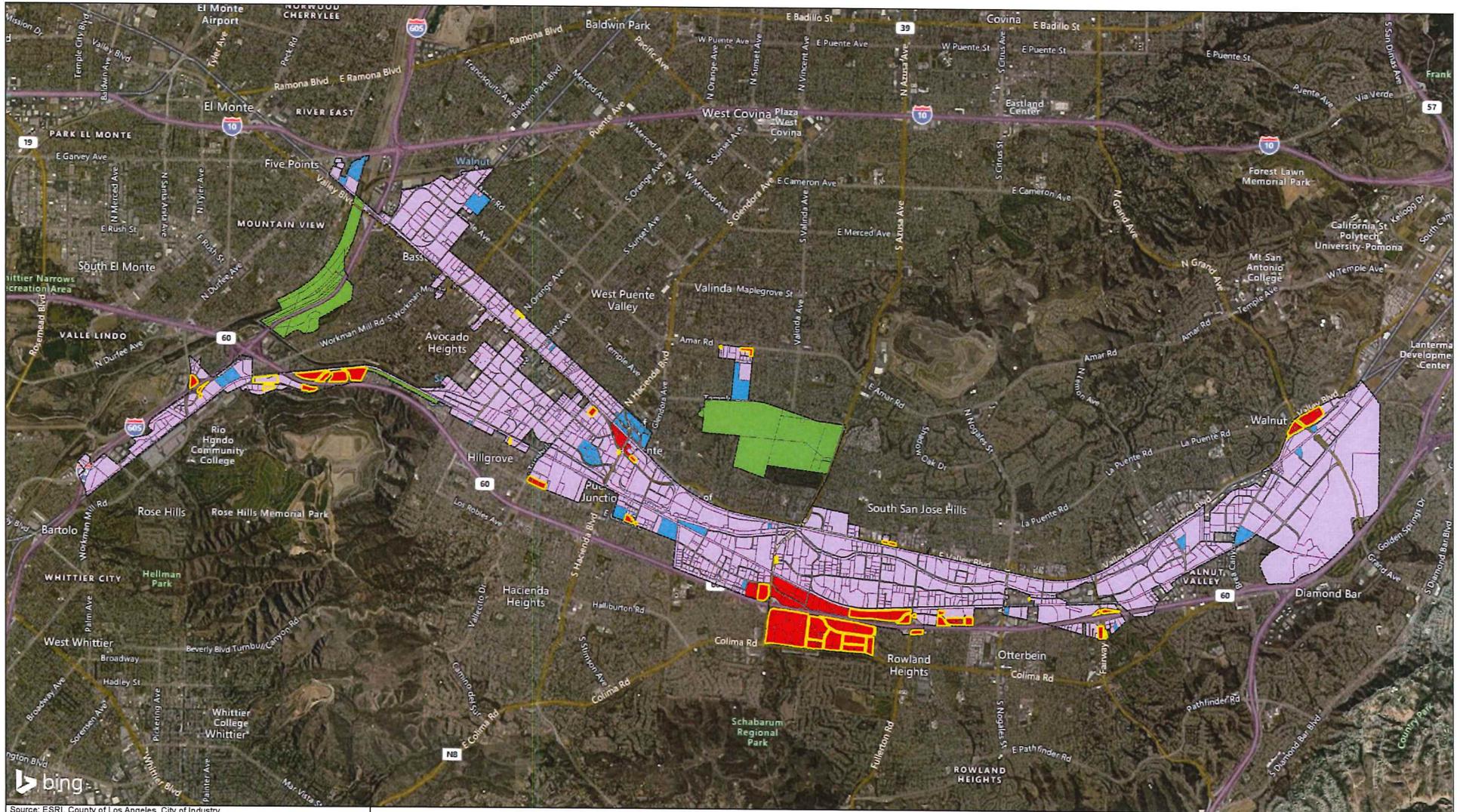


1 inch = 5,000 feet
 0 2,500 5,000 Feet

- | | | | |
|------------------------------------|--|--|---------------------------------|
| City of Industry | Industrial (I) | Commercial (C) | Institutional (INST) |
| Zone Amendment - Collectible Malls | Industrial - Commercial Overlay (IC Overlay) | Commercial - Adult Business Overlay (AB) | Recreation and Open Space (ROS) |
| | Automobile Zone (AZ) | | |

Figure 3
Zoning

PROPOSED ZONE AMENDMENT (ZA 18-2) INITIAL STUDY -
 CITY OF INDUSTRY • COUNTY OF LOS ANGELES



Source: ESRI, County of Los Angeles, City of Industry

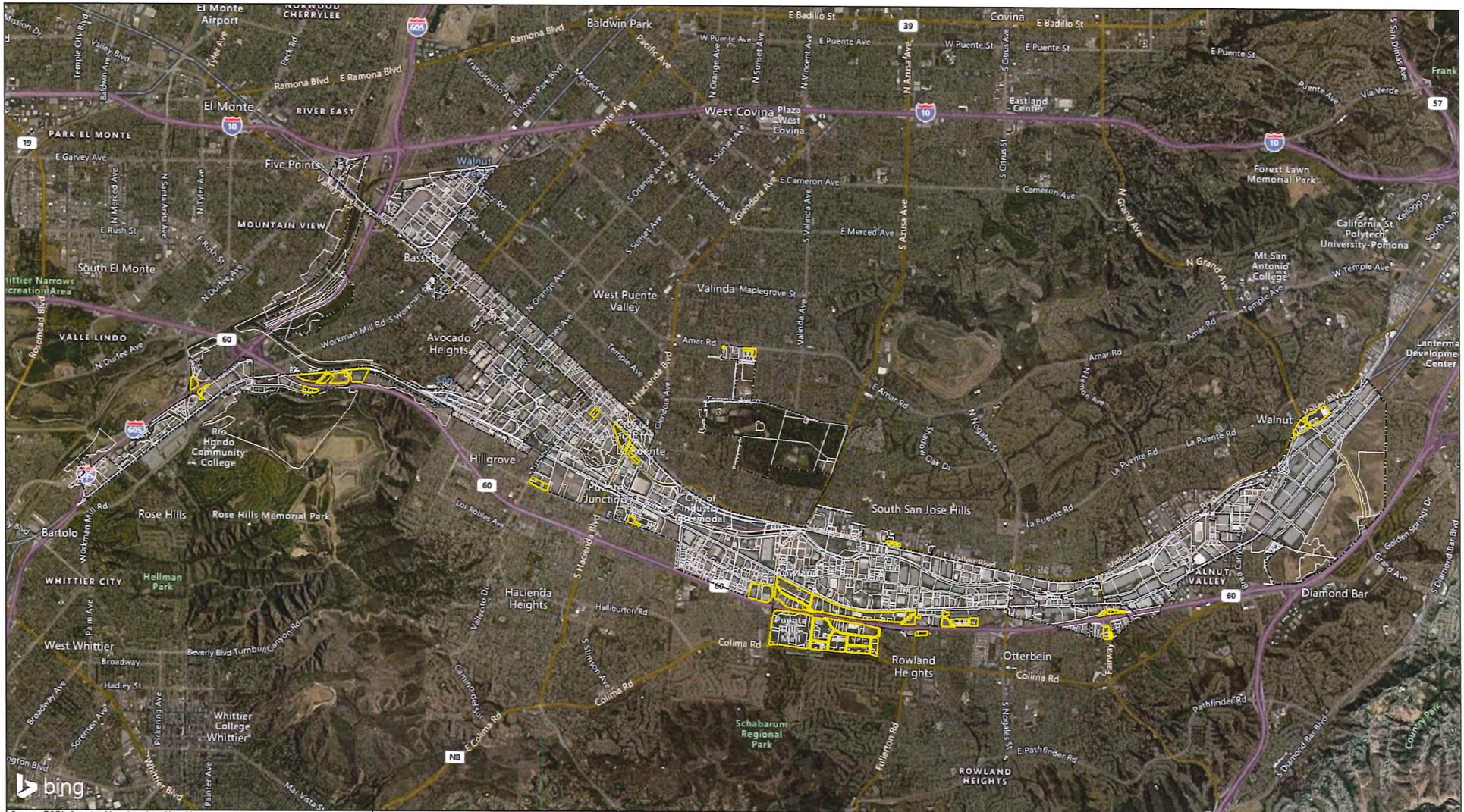


1 inch = 5,000 feet
 0 2,500 5,000 Feet

- | | | |
|------------------------------------|------------|---------------------------|
| City of Industry | Employment | Institutional |
| Zone Amendment - Collectible Malls | Commercial | Recreation and Open Space |

Figure 4
Land Use

PROPOSED ZONE AMENDMENT (ZA 18-2) INITIAL STUDY -
 CITY OF INDUSTRY • COUNTY OF LOS ANGELES



Source: ESRI, County of Los Angeles, City of Industry

CASC
Engineering and Consulting

N
1 inch = 5,000 feet
0 2,500 5,000 Feet

- City of Industry
- LA County Assessor
- Parcels (2016)
- Zone Amendment - Collectible Malls

Figure 5
Commercial Zoned Parcels

PROPOSED ZONE AMENDMENT (ZA 18-2) INITIAL STUDY -
CITY OF INDUSTRY • COUNTY OF LOS ANGELES

OneDrive - cascinc.com/City_of_Industry/IS_MND/Maps/Figure5_APN.mxd of 7/1/2019

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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” or “Less Than Significant with Mitigation Incorporated” 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"/>	Energy	<input type="checkbox"/>	Hydrology/Water Quality
<input type="checkbox"/>	Land Use/Planning	<input type="checkbox"/>	Hazards & Hazardous Materials	<input type="checkbox"/>	Noise
<input type="checkbox"/>	Population/Housing	<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Transportation/Traffic	<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Utilities/Service Systems
<input type="checkbox"/>	Mandatory Findings of Significance	<input type="checkbox"/>	Tribal Cultural Resources	<input type="checkbox"/>	Wildfire

2.3 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 has been 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 adequately analyzed 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.



Nathalie Vazquez
Consultant Assistant Planner II

Date

2.4 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 (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross referenced).
- 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



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previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 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:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. Aesthetics – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- City of Industry General Plan EIR
- Los Angeles County (LA County) GP-NET



City of Industry
 Zone Amendment ("ZA") 18-1
 Initial Study/Negative Declaration
 July 17, 2019

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Findings of Fact: The City is located in Los Angeles County (LA County) and is surrounded by urban and built-up environments. The City is approximately 7,7706 acres and consists mostly of commercial-industrial uses. Except for the Industry Business Center (IBC) which is currently vacant and located in the eastern end, the City is almost completely built out and highly developed. According to a parcel records search conducted by the City of Industry Planning Department, all commercial parcels are currently built out. The Puente Hills border the City to the south and the San Gabriel Mountains are approximately seven miles north of the City; both offer scenic vistas for portions of the City. The proposed amendment to the City's Municipal Code ("Code") will allow for a collectible mall to be a permitted use in the City through approval of a Conditional Use Permit ("CUP") in commercial zones. Collectible malls are similar to retail use, which is already a permitted use in commercial zones with the approval of a use permit. This amendment is not anticipated to be substantial enough to adversely affect scenic, day or nighttime views in the area. Site-specific projects that involve grading or new construction will require separate development review through the City's development process and will be conditioned upon approval in order to ensure compliance with City goals and policies of the General Plan and the development standards contained in the Zoning Ordinance.

Discussion of Impacts

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

No Impact. The proposed Zone Amendment will permit collectible mall uses in commercial zones within the City. The nearest officially designated State Scenic Highway is Route 2, which is located approximately 16.7 miles north of the City. The City is located approximately 11.3 miles south of the county eligible, State Scenic Highway 39. The properties surrounding the City's commercial zones consist primarily of industrial structures and uses, with high density residential developments along City boundaries. County eligible State Scenic Highway 57 is located approximately 1.60 miles southeast of the nearest City commercial zone, which is buffered by high density housing development. Due to the distance from designated and eligible scenic highways and scenic vistas, and the surrounding high-density urban land uses, collectible mall use with a CUP in commercial zones would not have an adverse impact on scenic resources. As such, no impacts would occur.

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

No Impact. The City's commercial zones that would be eligible for collectible mall use are presently developed and disturbed, and the proposed permitted use would not be substantially different than current land uses. Expected projects would not substantially damage scenic resources such as trees or rock outcroppings. In the instance that scenic resources are present on parcels with proposed projects or activities which may have significant environmental impacts, the project would be subject to conformance with CEQA guidelines and the City of Industry General Plan regulations. As such, no impacts would occur.

- c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible



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vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The Zone Amendment would not result in commercial land uses which would substantially degrade the existing visual character or quality of public views in the City. No grading and/or construction is proposed as part of the Zoning Amendment. Future site-specific development proposing a collectible mall will obtain a conditional use permit with the City and subject to the applicable development review and approval process. At the time each site-specific development is proposed, the City will evaluate each project to determine if an Initial Study should be prepared to determine if there are any potential impacts. Collectible malls are anticipated to include retail and special event uses, which were previously analyzed in the City's General Plan EIR. Permitted uses in the City with approval of a CUP are not expected to conflict with applicable zoning and other regulations governing scenic quality, and if significant environmental impacts are suspected the project would be subject to environmental review as per CEQA requirements. Furthermore, adherence to the design standards and guidelines of the City's Municipal Code and implementation of the General Plan Update policies would ensure that future development activity that would be accommodated by the General Plan Update would not substantially degrade the visual character or quality of the City or its surrounding.

- 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 definition for a collectible mall states that it is "...a building with a minimum footprint of 100,000 square-feet..." which implies that there may be substantial lighting requirements to operate the use. Although future development will be required to comply with the City General Plan, Municipal Code, and the California Building Code ("CBC") on lighting restrictions and requirements to ensure the reduction of light trespass, light pollution, and other threats to scenic resources, there may be the potential for additional levels of light and glare. Future development will be required to comply with City lighting standards. Thus, potential additional levels of light and glare would be less than significant.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.



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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>II. Agricultural 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 Department 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 the information compiled by the California Department of Forestry and Fire Protection regarding the State’s inventory of forest land, including 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 nonagricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resource Code section 122220(g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- Los Angeles County GP-NET
- Los Angeles County General Plan Figure 9.5
- California Department of Conservation Los Angeles County Important Farmland Map, 2016

Findings of Fact: The City was founded as a business and industrial hub. Consequently, there are no land uses designated for agriculture, forest or timberland within the City boundaries (see Figure 4 - City of Industry General Plan Land Use). Furthermore, the Zone Amendment would only apply to parcels zoned as commercial.

Discussion of Impacts

a-e) No Impact. According to the LA County Agricultural Resource Areas Policy Map, there are no agricultural resource areas located within or near the City. This implies that there are no areas designated as Prime Farmland, Unique Farmland, or Farmland of Statewide or Local Importance by the California Department of Conservation that would be significantly impacted by development of a collectible mall under a CUP resulting from this Zone Amendment. Furthermore, no forest, or timberland resources exist within the City. In addition, the commercial zones are surrounded by lands designated for industrial and employment uses. The proposed development will not conflict with zoning for agricultural uses or the Williamson Act. It will not result in other changes that could result in the conversion of farmland to non-agricultural uses. There will be no impact to agricultural, forest or timberland resources as a result of the proposed Zone Amendment.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.



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	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 district 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- South Coast Air Quality Management District (SCAQMD)
- Air Quality Management Plan (AQMP), 2016

Findings of Fact: The City is located in the South Coast Air Basin (“SCAB”), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAB incorporates an area of approximately 6,800 square miles and had a population of approximately 16 million people in 2015. The SCAB is compiled from jurisdictions including Orange County and the non- desert portions of Los Angeles, Riverside and San Bernardino Counties. About two-thirds of the SCAB’s population lives within Los Angeles County. U.S. EPA has set National Air Quality Standards (NAAQS) and monitoring requirements for six principal pollutants, which are called “criteria pollutants,” including ozone (O3), particular matter (PM) (including both PM10 and PM2.5), carbon monoxide (CO), nitrogen dioxide (NO2), sulfur dioxide (SO2), and lead (Pb). In 2015, SCAQMD measured concentrations of air pollutants at 34 routine ambient air monitoring stations in its jurisdiction, with primary focus on these criteria pollutants. The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause regional and/or localized exceedances of the federal and/or state ambient air quality standards, such as the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS). Currently, the SCAB is in nonattainment for ozone (O3) and PM2.5 under state and federal air quality standards, and PM10 under state air quality standards. The federal Clean Air Act (CAA) requires areas that are not attaining the national ambient air quality



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standards (NAAQS) to develop and implement an emission reduction strategy that will bring the area into attainment in a timely manner. The SCAQMD has adopted a series of Air Quality Management Plans (AQMPs) to meet the state and federal ambient air quality standards. The most recent AQMP for the SCAB was published in 2016. The SCAQMD has developed regional and localized significance thresholds (LST) for criteria pollutants, which indicate that any projects in the SCAB with daily emissions that exceed any of the indicated thresholds should be considered having an individually and cumulatively significant air quality impact. Pursuant to the methodology provided in Chapter 12 of the 1993 SCAQMD CEQA Air Quality Handbook, consistency with the AQMP is affirmed when a project (1) does not increase the frequency or severity of an air quality standards violation or cause a new violation and (2) is consistent with the growth assumptions in the AQMP.

Discussion of Impacts

a-e) No Impact. The proposed project is a Zone Amendment which would allow “collectible malls” in commercial zones, with the approval of a conditional use permit (CUP). **The Project does not involve any grading or construction of new facilities.** Nonetheless, collectible malls are generally 100,000 s.f. or more, as defined in the proposed Zone Amendment, and have the potential to attract visitors on a regional level during special events due to its relatively large consumer base. This may generate some mobile sources such as diesel and particulate matter from trips generated to and from the mall. Nonetheless, site-specific mitigation measures should be put in place in order to avoid significant impacts to air quality. Future development of collectible malls would need to comply with the standards and regulations established for commercial zones in the municipal code and the implementation measures set forth in the General Plan. The City’s General Plan calls out for air quality measures that are aligned with the South Coast AQMP and the California Air Resources Board (CARB) Scoping Plan, such as construction of new energy efficient buildings, use of energy efficient materials and features during retrofitting, and use of recycled materials in new and retrofit construction activities. Furthermore, the City aims to work with SCAG and surrounding jurisdictions on infrastructure improvements intended to relieve congestion and thereby reduce air emissions. As such, no impacts would occur.

Furthermore, collectible malls typically do not propose uses that are commonly associated with odor complaints, such as agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. These malls typically host items such as antiques, sports memorabilia, action figures, anime, and other figures suitable for collection. Therefore, the proposed use will not result in other emissions (such as those leading to odors adversely affecting a substantial number of people) and/or expose sensitive receptors to substantial pollutant concentrations.

At the time that a site-specific project consisting of a collectible mall is proposed, the City will evaluate the proposed project to determine if there are any potential impacts as a result of the project.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.



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	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 U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- City of Industry General Plan Update Final EIR (dated May 2014)
- City of Industry General Plan EIR – Figure 5.3-1 (Vacant Land/Lots)
- Los Angeles County General Plan Update Interactive Map (GP-NET)

Findings of Fact: Except for its eastern end, which consists of the vacant Industry Business Center (“IBC”) site, the majority of the City is built out. There are roughly 1,005 acres of vacant land in the City, or approximately 13 percent of the City’s total area. Notably, all commercial zoned parcels in the City are developed. Nearly 60 percent (592 acres) of the vacant land in the City is on the IBC site, which is generally located north of the State Route-57/60 merger and east of Valley Boulevard. The remaining vacant lots planned for development in the General Plan Update have been graded or heavily disturbed; evidence of previous development was observed on two of the five; and much of a third lot was covered with large piles of soil that may be soil export from grading operations (see Figure 5.31-1 of the General Plan EIR). No native habitat was observed on any of the five vacant sites. Furthermore, there are no biological or sensitive habitat areas of significance in the City; thus, there is no open space designated solely for the preservation of natural resources. The City is not within an adopted habitat Conservation Plan, natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Vacant parcels throughout the City do not pose significant impacts to biological resource due to the heavily urbanized nature of the City.

Discussion of Impacts

- 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 U.S. Fish and Wildlife Service?

No Impact. The proposed Zone Amendment does not involve any grading or construction. A CUP would need to be obtained for any future development projects classified as a “collectible mall.” Per Chapter 5.3 (Biological Resources) of the General Plan EIR, any future development projects proposed that would have adverse effect on any species identified as a candidate, sensitive, or special status species, 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 would be required to prepare site-specific environmental documentation in accordance with CEQA and requirements of the applicable regulatory agency to ensure that no impacts would occur or that impacts would be mitigated accordingly. This would be ensured through the City’s development review process and compliance with the California Fish and Game Code, Section 1600 *et seq.* As such, no impacts would occur.

- 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?



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No Impact. As stated above, the proposed Zone Amendment does not involve any grading or construction. Any future development that would disturb or impact riparian habitat would be required to prepare site-specific environmental documentation in accordance with CEQA and the requirements of the applicable regulatory agency (e.g., CDFG, USFWS, Corps) to ensure that no impacts would occur or that impacts would be mitigated accordingly.

- c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. The City contains water bodies and wetlands, including the San Gabriel River, Diamond Bar Creek, San Jose Creek, Puente Creek, Walnut Creek, and an unnamed tributary to San Jose Creek. Parts of the San Jose Creek is adjacent to commercial zoned parcels in the northeast portion of the City. San Jose Creek passes east-west through almost the entire length of the City, entering at the City's northeast corner and terminating into the San Gabriel River just north of SR-60. San Jose Creek is channelized with concrete bed and banks through the length of the City. According to the City of Industry parcel records search, all commercial zoned land is currently developed and built out. However, any future construction activities that would potentially disturb, or impact wetlands would be required to comply with environmental documentation (e.g. jurisdictional delineation) and requirements of the Federal Clean Water Act, Sections 401, 402, and 404 to ensure that no impacts would occur or that impacts would be mitigated accordingly. As such, no impacts 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?

No Impact. The City of Industry General Plan Update EIR provides a discussion of various mitigation measures to avoid impacts to 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. The San Gabriel River, which runs northeast-southwest through the west end of the City, provides some corridor for wildlife movement. Commercial-zoned parcels in the City are not adjacent to the San Gabriel River. Currently, according to City records, commercial properties in the City are all built-out. However, any new construction proposed will be required to comply with the mitigation measures set forth in the EIR and comply with the Federal Migratory Bird Treaty Act (United States Code, Title 16, Sections 703-712) in order to avoid potential impacts to the movement and/or breeding of any native resident or migratory wildlife. As such, no impacts would occur.

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

No Impact. The City does not have any tree preservation policy and/or ordinance to ensure that there are no impacts to biological resources. Therefore, no impacts are expected as a result of the proposed Zone Amendment.

- 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?



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No Impact. The City is not within a Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Therefore, no impacts are expected as a result of the proposed Zone Amendment.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	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 pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- California Environmental Quality Act (CEQA) 2019

Findings of Fact: Prior to its incorporation in 1956, the area of land now known as the City of Industry was predominantly rural and used for agricultural purposes. The City is home to the historic Workman and Temple Family Homestead Museum (15415 Don Julian), an eleven-acre site developed in the 19th century that is owned and funded by the City and managed by the Historical Resources, Inc. and is registered with the National Register of Historic Places (NRHP). The museum features the Workman house, an 1870s-era country home; La Casa Nueva, a 1920s Spanish Colonial Revival mansion built by the Temple family; and El Campo Santo, one of the region’s oldest private cemeteries, which contains the remains of Pio Pico, the last governor of Mexican California, and many other prominent pioneer families.

Discussion of Impacts

a-c) No Impact. The proposed Zone Amendment does not involve any grading or construction of new buildings and/or facilities. However, future development must comply with federal and state requirements when considering nominations for or modifications to resources of significant historical or cultural merit. Furthermore, future development must undergo the proper handling and documentation of historically or archaeologically significant sites, burial sites, and objects that may be discovered. According to the General Plan Update EIR, a small granite bowl fragment measuring 17 centimeters (cm, 6.7 inches) long and 10.5 cm



(4.1 inches) wide was discovered during an archeological survey for a project in the IBC. Due to the highly urbanized and developed nature of the City, it is unlikely that cultural and archeological resources will be found elsewhere in the City. Nonetheless, if human remains are found during construction in the future, those remains would require proper treatment, in accordance with applicable laws.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Energy – Would the project:				
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a State or Local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- California Public Resources Code
- California Environmental Quality Act (CEQA) 2019

Findings of Fact: As the City and the surrounding region continues to grow and develop, the demand for energy consumption increases. State and county building codes determine energy efficiency requirements for building construction. Changes to building codes over the years have resulted in substantial improvements in energy efficiency. This has translated into less energy required to light, cool, and heat buildings. In addition, green building techniques, such as the use of passive solar orientation, recycled building materials, improved insulation, energy star appliances, and onsite small-scale renewable energy generation have contributed to energy conservation. The Air Quality Element includes policies on energy conservation and promoting renewable energy to help the County meet its climate change goals.

Discussion of Impacts

- a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

No Impact. The proposed Zone Amendment would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy



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resources, during project construction or operation because no project is being constructed and/or operated. While the use and/or construction of a collectible mall in the City’s commercial zone could potentially have significant energy demands, any proposed project would be subject to its own environmental review and analysis of environmental impacts. No impact is expected. As such, no impacts would occur as a result of the Zone Amendment.

b) Conflict with or obstruct a State or Local plan for renewable energy or energy efficiency?

No Impact. The proposed Zone Amendment would not conflict with or obstruct a State or Local plan for renewable energy or energy efficiency. Any project constructing or operating a collectible mall with a CUP would be subject to conform with State and Local regulations regarding renewable energy and energy efficiency. These include encouraging the production and use of renewable energy resources, the effective management of energy resources, and the use of existing infrastructure to reduce environmental impacts. This Project only involves a Zone Amendment and does not authorize any particular project, as such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. Geology and Soils– Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



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b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014

Findings of Fact: The Alquist-Priolo Earthquake Fault Zoning Act was signed into state law in 1972, as amended, primarily to mitigate the hazard of fault rupture by prohibiting the location of structures for human occupancy across the tract of an active fault. The Act requires the State Geologist to delineate Earthquake Fault Zones along faults that are “sufficiently active” and “well defined.” The City does not contain any areas in the Alquist-Priolo Earthquake Fault Zone. However, there are numerous active faults and fault systems within 60 miles of the City. Other geologic hazards include earthquake liquefaction and landslides. The majority of the City is within the zone of required investigation for liquefaction and portions of the City are within the zone of required investigation for earthquake-induced landslides. The California Seismic Hazards Mapping Act requires that site-specific geotechnical investigations be conducted within these zones to identify and evaluate seismic hazards and require mitigation measures avoid impacts related to these hazards.

Discussion of Impacts

a-f) No Impact. The proposed Zone Amendment does not involve earth moving and/or construction of new buildings and/or facilities, it is simply a text amendment to permit collectible malls with the approval of a CUP. However, future site-specific development must



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comply with federal and state requirements such as the California Seismic Hazards Mapping Act in order to assess the geological hazards of a project site (i.e. seismic ground shaking, liquefaction, landslides) and soil stability. Furthermore, site specific development will need to examine soils incapable of adequately supporting the use of waste water disposal systems and assess the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. The City's Municipal Code has many existing regulations that mitigate potential safety concerns related to new construction. The City of Industry's Building Regulations are included in the City's Municipal Code as Chapter 15.04 (Building Code). The City has adopted by reference the most recent version of the California Building Standards Code (CBC). The CBC is the building code for California, and Title 24 of the California Code of Regulations. Chapter 15.04 of the Municipal Code establishes rules and regulations to control excavation, grading, and earthwork construction (including fills). Chapter 16.60 (Soil Reports) establishes administrative requirements for issuance of permits, approval of plans, and inspection of grading construction at new subdivisions in accordance with the requirements for grading and excavation contained in the CBC as adopted and modified by City ordinance. Section 13.16.070 (Construction Activity Storm Water Measures) contains construction activity stormwater requirements to preserve water quality and prevent erosion in the City. Section 17.36.080 (Standard Conditions of Approval) outlines standard conditions that are applicable to development projects, including the requirement for project applicants to submit drainage and grading plans to the City Engineer for review and approval prior to issuance of a building permit. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. Greenhouse Gas Emissions – Would the project:				
a) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- South Coast Air Quality Management District (SCQAMD)



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- California Air Resources Board (CARB) Scoping Plan

Findings of Fact: Global climate change has been of concern due to the rise of rapid industrialization. GHGs, primarily carbon dioxide (CO₂), methane (CH₄), and nitrous (N₂O) oxide, collectively reported as CO₂e, are directly emitted from stationary source combustion of natural gas in equipment such as water heaters, boilers, process heaters, and furnaces. GHGs are also emitted from mobile sources such as on-road vehicles and off-road construction equipment burning fuels, such as gasoline, diesel, biodiesel, propane, or natural gas (compressed or liquefied). Indirect GHG emissions result from electric power generated elsewhere (i.e., power plants) used to operate process equipment, lighting, and utilities at a facility. Also, included in GHG quantification is electric power used to pump the water supply (e.g., aqueducts, wells, pipelines) and the disposal and decomposition of municipal waste in landfills (CARB 2008).

The City is a highly industrialized manufacturing and warehousing hub. In recent years, the City has seen a growth in distribution and logistics center for rail and truck cargo, which has led to increased mobile source air pollutants. The City is within the South Coast Air Basin, which experiences heavy concentrations of air pollutants due to the high level of urbanization, prolonged periods of little to no wind, temperature inversions, and mountain ranges surrounding the Basin. The South Coast Air Quality Management District (SCAQMD) monitors the air quality of the Basin, and is responsible for planning, implementing, and informing programs that comply with state and federal air quality standards and measures. Assembly Bill 32 (AB 32) and Senate Bill 32 (SB 32) are key legislations that address GHG emissions. AB32 requires the California Air Resources Board (CARB) to develop regulations and market mechanisms to reduce California's GHG emissions to 1990 levels by the year of 2020. SB32 requires the state to reduce statewide greenhouse gas emissions to 40% below 1990 levels by 2030. The California Air Resources Board Scoping Plan is California's GHG reduction strategy to achieve reduction targets per AB 32.

Discussion of Impacts

a-b) No Impact. The proposed Zone Amendment does not involve any grading or construction of new buildings and/or facilities, it is simply a text amendment to permit an additional use-collectible malls, with approval of a CUP. Therefore, it will not directly generate greenhouse gas emissions that may have a significant impact on the environment or conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gas. However, future proposed development must comply with SCAQMD requirements, state and federal regulations such as AB 32, and the City of Industry General Plan in order to have a less than significant impact on greenhouse gas emissions. Many of the GHG reduction measures outlines in AB 32 have been adopted over the last five years and implementation activities are on-going. AB 32 requires the State to reduce statewide greenhouse gas emissions to 40% below 1990 levels by 2030. On April 7, 2016, SCAG's Regional Council adopted the 2016-2040 Regional Transportation Plan/ Sustainable Communities Strategy (2016 RTP/SCS). As part of the 2016 RTP/SCS, the Los Angeles Regional Diesel Emissions Reduction Program for engine retrofit provided incentive grants to owner-operators of old diesel trucks to upgrade equipment to reduce emissions. Future development should implement best practices to reduce impacts from VMT and utilize CARB-certified engines to reduce diesel emissions. As such, no impacts would occur.



Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- City of Industry General Plan EIR
- LA County General Plan, Figure 6.2 Airport Influence Areas Policy Map

Findings of Fact: As a major industrial center, the City contains businesses that store and use hazardous materials. Additionally, the City functions as a transportation corridor with major rail lines and numerous freeways carrying high volumes of truck and train traffic, which can pose possible impacts in the event of a spill or unauthorized release. Hazardous materials refer generally to hazardous substances that exhibit corrosive, toxic, flammable, and/or reactive properties and have the potential to harm human health and/or the environment. Hazardous materials are components of products (household cleaners, industrial solvents, paint, pesticides, etc.) and are used in the manufacturing of products (e.g., electronics, newspapers, plastic products). Hazardous materials can include petroleum products, natural and synthetic gases, acutely toxic chemicals, and other toxic chemicals that are used in agriculture, commercial, and industrial uses; businesses; hospitals; and households. The proposed Zone Amendment allows for collectible malls within commercial zones in the City. Generally, Collectible malls do not manufacture and/or store hazardous materials. Nonetheless, the Health Hazardous Materials Division of the LACFD oversees, plans, and responds to issues related to hazardous materials and waste for the City of Industry.

Discussion of Impacts

a-g) No Impact. The Zone Amendment adds collectible malls to the list of uses permitted in the Commercial Zone, upon approval of a CUP. The term is defined as follows: “[c]ollectible mall” is any ancillary uses related to the operation of a collectible mall, including autograph signings, celebrity appearances, arcade games, and indoor tournaments may be permitted under the conditional use permit, at the discretion of the approving body.” Given the proposed use with approval of a CUP, there would not be a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, as hazardous materials are not permitted as part of a collectible mall. The Zone Amendment would not induce a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment as a result of the permitted land use.

While the proposed commercial use is not expected to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste, it shall be determined through environmental review if a proposed project or activity will do so within one-quarter mile of an existing or proposed school on a case by case basis. Similarly, it will be determined by the City on a case by case basis if a proposed collectible mall, approved with a CUP, is 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, if it would create a significant hazard to the public or the environment. There is not an airport located within two miles of a public airport or airport use area of the City, nor would any project within the City fall under an airport



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influence policy area. Therefore, the Zone Amendment to allow collectible malls as a permitted use with approval of a CUP would not result in a safety hazard or excessive noise for people residing or working in the project area.

The proposed Zone Amendment to allow collectible malls as a permitted use with approval of a CUP is not expected to impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan identified in the City General Plan. Additionally, the proposed Zone Amendment would not disproportionately expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires in comparison to existing commercial land uses in the City. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. Hydrology and Water Quality – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014

Findings of Fact: The City lies within the San Gabriel River Watershed, which drains to the Pacific Ocean through the San Gabriel River, including numerous storm drainage structures and the Walnut and San Jose Creeks in or near the City. The watershed in Los Angeles County is under the authority of the Los Angeles Regional Water Quality Control Board (RWQCB). The County of Los Angeles Department of Public Works leads the planning and implementation of the San Gabriel River Watershed. The primary receiving water body is San Jose Creek. The San Gabriel Basin aquifer, which encompasses approximately 170 square miles, is the primary groundwater and drinking water source for the San Gabriel Valley.

The San Gabriel Valley (Area 2) Superfund Site is an area of groundwater contamination which encompasses the property that is the site of the Project. However, considering that remediation is currently on-going and that the San Gabriel Valley (Area 2) Superfund Site encompasses the property, these listings are considered a REC in connection with the property. Considering that the property was not identified as a Potentially Responsible Party, no further actions or investigations are warranted at this time.

Discussion of Impacts

- a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

No Impact. The Zone Amendment to allow for a collectible mall to be a permitted use in the City with approval of a CUP, will not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality. Additionally, any Project granted a CUP to establish or operate a collectible mall will be subject to compliance with all State and local water quality and waste discharge requirements to avoid and mitigate significant impacts to the environment. As such, no impacts would occur.

- b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?



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No Impact. The Zone Amendment does not include site-specific development, and thus, will not have a direct impact on substantially decreasing groundwater supplies or interfere substantially with groundwater recharge. With the exception of the IBC site, nearly all of the City is developed with highly urbanized uses and are therefore not available for groundwater recharge. Furthermore, all commercial zoned parcels in the City are already built out and developed. Nonetheless, future grading and/or new construction must undergo the appropriate development review to determine any site-specific impacts that may impede sustainable groundwater management of the basin. This includes preparation of project-specific hydrology studies and implementation of BMPs to minimize runoff and provide for infiltration of stormwater into the soil onsite. As such, no impacts would occur as a result of the proposed Zone Amendment.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) result in substantial erosion or siltation on- or off-site; ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; or iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

No Impact. The Zone Amendment would not substantially alter the existing drainage pattern of a site or area because it is not site specific within the City. The Project is only a zoning text amendment, which does not involve any development or construction. Future development consisting of a collectible mall, will be subject to environmental review to ensure that the existing drainage pattern of an area or site does not alter the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite, or create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. No impacts would occur.

- d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. The proposed Zone Amendment has no risk of inundation as it is not site specific, however, a project which intends to obtain a CUP for use of a collectible mall would be subject to environmental review to determine the risk of releasing pollutants in flood hazard, tsunami, or seiche zones due to project inundation. No impacts would occur.

- e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The proposed Zone Amendment would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. A project which intends to obtain a CUP for use of a collectible mall would be required to conform with the City of Industry General Plan and Code to mitigate impacts to water quality control plans or sustainable groundwater management plans. No impacts expected would occur.



Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. Land Use and Planning – Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- City of Industry Zoning Map

Findings of Fact: The proposed Zone Amendment consists of an amendment of Title 17 of the City’s Code to include collectible malls as a permitted use in the City, with approval of a CUP. This land use would be permitted in commercial zones, which are surrounded by industrial zones and employment land uses. Each land use designation indicates a maximum level of development intensity. According to the City’s General Plan, the maximum floor area ratio (FAR) for commercial land uses is 0.5. The FAR for a proposed Project would need to be in conformance with the City’s General Plan and not exceed the maximum FAR for commercial land uses.

The use of a collectible mall is consistent with the City’s role as an employment and commercial hub for surrounding areas. In addition, there are no areas of biological or habitat significance within the City and consequently there are no open space conservation areas designated for preservation of natural resources.

Discussion of Impacts

Would the project:

- a) Physically divide an established community?

No Impact. The commercial zones where a collectible mall could be a permitted use with approval of a CUP are presently developed and surrounded by industrial and commercial land uses. A proposed project or activity would be subject to environmental review; however, it is not expected that this amendment will result in a physical divide



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of an established community. As such, no impacts would occur.

- b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The Zone Amendment seeks to allow for a collectible mall to be a permitted use in the City with approval of a CUP. This commercial use will conform with the City of Industry General Plan and will support economically sustainable and strategic growth. Any project applying for a CUP under use as a collectible mall will be subject to comply with all land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental effect. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. Mineral Resources – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- California Geological Survey

Findings of Fact: The City does not designate any land uses within the City for mineral resources nor does the City delineate any resource recovery sites. According to the California Geological Survey and the State Mining and Geology Board, no areas within the City are designated as mineral areas. Furthermore, the commercial zones in the City are already significantly developed.

Discussion of Impacts

a-b) No Impact. A project with permitted use as a collectible mall would be subject to separate environmental review. However, no significant impact resulting in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state is expected because there are no mineral areas or resources identified within the City. There are no mineral resource recovery sites delineated within the City boundaries. Therefore, the Zone Amendment would have no impact on the



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availability of a locally-important mineral resource that would be of value to the region and the residents of the state. No impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. Noise – Would the project result in:				
a) Generation of a substantial, temporary, or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- Los Angeles County General Plan Update Interactive Map (GP-NET)

Findings of Fact: The City is impacted by mobile and stationary noise sources, primarily from truck and traffic noise from major interstate commerce and intrastate thoroughfares that divide the City and daily operations from industrial equipment and commercial activities. Industrial and warehousing operations are major noise sources in the City, including the additional truck traffic that is generated by operations. Schools are both sensitive receptors and noise generators (outdoor physical education classes and sports programs). The City intends on addressing these noise impacts through enforcement of the noise ordinance, project and environmental review, and compliance with state and federal noise standards.

Discussion of Impacts

Would the project result in



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- a-b) Generation of a substantial, temporary, or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies and Generation of excessive groundborne vibration or groundborne noise levels?

No Impact. The proposed Zone Amendment allows for the use of collectible malls in commercially designated zones. The City addresses public nuisances under Chapter 1.30 (Public Nuisance) of the City's Municipal Code, and noise from entertainment uses is addressed under Chapter 17.12. However, the City does not have a Noise Ordinance prescribing maximum permissible noise levels. For CEQA analyses and corresponding mitigation recommendations, the City typically defers to the County of Los Angeles's Noise Ordinance. The County of Los Angeles regulates noise through the County Code, Title 12, Chapter 12.08 (Noise Control). Pursuant to the County Code, the County restricts noise levels generated at a property from exceeding certain noise levels for extended periods of time. This Zoning Amendment does not involve any grading or construction of new buildings and/or facilities, it is simply a text amendment that will permit collectible malls in the Commercial Zone. Therefore, it will not generate temporary increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies or produce excessive ground borne noise levels.

However, future construction of collectible malls in commercial zones must comply with the County of Los Angeles Noise Standards for commercial properties. Collectible malls include retail and special events components that may be sources of noise impacts. The County prohibits persons from operating, playing, or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device that produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater than 95 dBA at any point when it is normally occupied by a customer, unless a conspicuous and legible sign is near each public entrance, stating "Warning: Sound Levels Within May Cause Hearing Impairment." Nonetheless, commercial zones in the City are primarily located near warehousing and industrial zones, which would not be negatively impacted by noise increases. Furthermore, noise generated by commercial uses is generally short and intermittent. As such, no impacts would occur.

- c) For a project located within the vicinity of a private airstrip or 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?

Less than Significant Impact. The City is not located within two miles of a public airport or within the vicinity of a private airstrip. However, the City has three private heliports: the Recreation and Conference Center Heliport, Los Angeles County Department Heliport, and the Haddicks Heliport. Helicopter operations in the City are infrequent, and no helicopters are based in these heliports. Thus, noise from helicopter operations in the City are sporadic and short term. While a helicopter overflights can elevate noise levels at receptors within vicinity of each heliport during take-offs and landings, the proposed Zone Amendment will allow for a collectible mall uses, which generally does not involve sensitive receptors. Furthermore, the City is approximately 40 miles from



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the Los Angeles International Airport, approximately 18 miles from Ontario International Airport, approximately 5 miles from the Brackett Field Airport, and approximately 2 miles from the El Monte Airport, which is the closest airport. No areas of the City lie within the airport land use plan or runway protection zone of any of these airports. While occasional noise from aircraft overflights is heard, the City is located outside any airport land use plan and well outside any airport 65 dBA CNEL noise contour zone. As such, a less than significant impact would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. Population and Housing – Would the project:				
a) Induce substantial unplanned 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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014

Findings of Fact: The Zone Amendment would allow for a collectible mall to be a permitted use in the City with approval of a CUP in commercial zones, which are surrounded by industrial and employment land uses. These uses are consistent with the City’s role as an employment and commercial hub for surrounding areas. .

Discussion of Impacts

Would the project:

- a) Induce substantial unplanned 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. Although the establishment of a collectible mall could generate new sources of employment, it is not anticipated that these additional jobs will increase the local population to induce substantial population growth in the area either directly or indirectly. Existing infrastructure is expected to serve the needs of the project consistent



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with the definition of a collectible mall. The City of Industry General Plan Section 1.5.1 A Hub for Regional Business and Employment indicates that 70% of people working in the City live in the nearby communities of the East San Gabriel Valley, South San Gabriel Valley, Upper San Gabriel Valley, and Whittier. Given this information, the proposed Zone Amendment will have no impact on population growth within the City. As such, no impact would occur.

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

No Impact. The proposed Zone Amendment remains consistent with the commercial, industrial and employment land uses within the City. The Zone Amendment would not displace substantial numbers of existing people or housing that would necessitate the construction of replacement housing elsewhere. No impact would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. Public Services – Would the project:				
a) 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 rations, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014



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- Los Angeles County GIS Data Portal Board of Education (BOE) School Districts, 2011

Findings of Fact: The City is in an urban environment with businesses that store large quantities of flammable materials (i.e. paper products, chemicals, and solvents). Natural open space within the City can also be susceptible to wildland fire hazards, such as the 592-acre Industrial Business Center (IBC) site on the City's eastern end. The proposed amendment will allow for collectible malls in commercial zones with an approval of a CUP. Collectible malls generally do not include storage or handling of large quantities of flammable and/or hazardous materials. Nonetheless, future site-specific development must comply with the California Fire Code that contains fire safety-related building standards and the City's municipal code building setback and road widths to ensure adequate emergency access to buildings in case of a fire.

Discussion of Impacts

Would the project:

- a) 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:

Less than Significant Impact. The Zone Amendment may contribute to an increase in employment-based land uses, which would cause an increase in the number of workers in the Los Angeles County Fire Department and Los Angeles County Sherriff's department service areas. As a result, additional fire and police equipment, facilities, and personnel may be required to provide adequate response times, acceptable public service ratios, and other performance objectives for law enforcement services. Currently, no construction of collectible malls is proposed as part of the Zone Amendment. Furthermore, collectible malls may have the potential to generate additional need for fire protection and emergency medical services for special event type uses. Thus, future site-specific development regarding collectible malls will undergo a CUP review process and approval in order to ensure adequate fire and police services are provided. Thus, future development will have a less than significant impact on government facilities.

- i) Fire protection?

Less than a Significant Impact. The City is served by Battalion 12 of the Los Angeles County Fire Department, which provides fire protection services to the City and maintains a comprehensive inspection program that reduces the potential for accidents. Three fire stations are within the City: Fire Station No. 43 on Stimson Ave, Fire Station No. 87 on Second Avenue, and Fire Station No. 118 on Gale Avenue. Furthermore, the City has plans to build a new fire station at the intersection of Grand Avenue and Garcia Avenue as part of future development plans for the IBC. The Los Angeles County Fire Department will continue to provide fire protection and emergency medical services to approved commercial uses as well as the surrounding community. Thus, future development will have a less than significant impact on fire protection services.

- ii) Police protection?



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iii) **Less than a Significant Impact.** The City is served by the Los Angeles County Sheriff's Department, which is located at 150 N. Hudson Ave. The Los Angeles County Sheriff's Department will continue to provide police protection services to approved commercial uses and the surrounding community. Collectible malls may have the potential to generate additional need for law enforcement protection and emergency medical services during special events. Thus, future site-specific development regarding collectible malls must undergo a CUP review process and approval in order to ensure adequate services are provided. Thus, future development will have a less than significant impact on sheriff protection services.

iv) Schools?

No Impact. The proposed Zone Amendment does not include residential development, does not generate students and does not increase demand on local schools. Schools and educational facilities will not be impacted as a result of the implementation of uses resulting from the proposed Zone Amendment. As such, no impacts would occur.

iv-v) Parks and Other public facilities?

No Impact. The requested changes to the City's Code allowing for the use of a collectible mall to be a permitted use in the City, with approval of a CUP, is not expected to impact parks and other public facilities. The nearby recreational areas including the California Country Club and an open space area designated as a Former Woodland Duck Farm will also not be impacted by project development. The Project does not generate new residents and thus does not increase demand on park facilities or other public services. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- California Government Code § 66477

Discussion of Impacts

a-b) No Impact. The proposed Zone Amendment will allow for collectible malls in commercial zones, which include special-event type uses. Collectible malls will provide Exhibit/Event space for the hosting of celebrity autograph signing and gaming tournaments.. Thus, future development of collectible malls will provide additional recreational opportunities for the local and regional community. Collectible malls do not include residential land uses that would generate additional population in the City; therefore, the project would not increase the use of existing neighborhood or regional parks or other recreational facilities or require the construction or expansion of recreational facilities. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. Transportation/Traffic – Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures

Sources:

- City of Industry General Plan, 2014
- City of Industry General Plan EIR



City of Industry
 Zone Amendment ("ZA") 18-1
 Initial Study/Negative Declaration
 July 17, 2019

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Findings of Fact: The City serves as the employment and commercial hub for the San Gabriel Valley, and thus, must continue to improve its circulations systems to ensure it accommodates the desired level of growth that are functional and safe. Historically, the City's roadways were designed to accommodate automobile and truck traffic. Currently, approximately 95-percent of the roads in the City have been built to their full right-of-way width to accommodate trucks. The City is surrounded several freeways – Pomona Freeway (SR-60), San Bernardino Freeway (I-10), Orange Freeway-Pomona Freeway (SR-57), and San Gabriel River Freeway (I-605), all of which are managed by the California Department of Transportation (Caltrans). Commercial zones are predominantly along SR-60 and Azusa Avenue. The proposed Zone Amendment will allow the use of collectible malls in commercial zones with the approval of a conditional use permit in the City. Collectible malls are classified as a retail-type use, which is a permitted use already analyzed in the City of Industry General Plan EIR. Nonetheless, any future development and/or construction must undergo development review and comply with local, state, federal, and regional standards.

Discussion of Impacts

Would the project:

- a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

No Impact. The Southern California Association of Governments (SCAG) 2016 Regional Transportation Plan (RTP) provides the Southern California region with goals and measures to sustainably integrate land use and transportation. The RTP sets broad goals for the region and provide strategies to reduce issues related to congestion and mobility. The proposed Zone Amendment aligns with the General Plan Land Use and Circulation Elements, which is consistent with the goals and strategies set forth in the 2016 RTP. Furthermore, it is important to note that the Project does not involve grading and/or new construction and will not have an impact with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Site-specific development must undergo a separate development review such as a CUP in order to mitigate for any potential significant traffic impacts.

- b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

No Impact. Per CEQA Guidelines Section 15064.3, Subdivision (b), site-specific land use projects must analyze the vehicle miles traveled and compare it to an applicable threshold of significance in order to determine a level of impact. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact. Since the proposed Zone Amendment does not involve a site-specific development, this analysis is not applicable to CEQA Guidelines section 15064.3. As such, no impacts would occur.

- c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or



dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The proposed Zone Amendment does not include any construction and will not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Future site-specific development and/or construction must undergo development review and comply with local, state, federal, and regional standards. As such, no impacts would occur.

d) Result in inadequate emergency access?

No Impact. The proposed Zone Amendment does not include any construction of new facilities and will not result in inadequate emergency access. Future site-specific development must comply with the design guidelines in the City's municipal code in order to ensure that adequate emergency access is provided on site. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Impacts and Mitigation Measures



Sources:

- City of Industry General Plan, 2014
- City of Industry General Plan EIR
- Public Resources Code section 5024.1

Findings of Fact: Historical resources are buildings, structures, objects, sites, and districts of significance in history, archaeology, architecture, and culture. These resources include intact structures of any type that are 50 years or more of age. They are sometimes called the built environment and can include, in addition to houses, structures such as irrigation works and engineering features. Historical resources are preserved because they provide a link to a region's past and a frame of reference for a community. Often these sites are a source of pride for a city. The City is home the historic Workman and Temple Family Homestead Museum (15415 Don Julian), which is owned and funded by the City and managed by the Historical Resources, Inc. and is registered with the National Register of Historic Places (NRHP). Other historical resources within the City include the Whitter Dam Recreation Area and the Union Pacific Railroad (UPR) alignment.

Discussion of Impacts

a-b) No Impact. The proposed Zone Amendment will affect City code but does not pertain to a specific site project within the City. This Zoning Amendment does not involve any grading or construction of new buildings and/or facilities; it is simply a text amendment that will permit collectible malls in the Commercial Zone. Future development that intends to operate as a collectible mall with a CUP will be subject to environmental review, which includes a review of potential impacts to tribal cultural resources. Future development will be subject to compliance with State and local laws to evaluate and mitigate impacts. The National Historic Preservation Act (NHPA) of 1966 authorized the National Register of Historic Places and coordinates public and private efforts to identify, evaluate, and protect the Nation's historic and archaeological resources. The National Register includes districts, sites, buildings, structures, and objects that are significant in American history, architecture, archaeology, engineering, and culture. Section 106 (Protection of Historic Properties) of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties. Section 106 Review refers to the federal review process designed to ensure that historic properties are considered during federal project planning and implementation. The Advisory Council on Historic Preservation, an independent federal agency, administers the review process with assistance from State Historic Preservation Offices.

Furthermore, the proposed Zone Amendment, in itself, is not expected to have significant impacts to tribal cultural resources. The City provided a letter notification of the proposed Zone Amendment to the Gabrieleno Band of Mission and the Soboba Band of Luiseno on June 27, 2019, per Public Resources Code section 21080.3.1, and did not receive a request for consultation from either Tribes.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.



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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. Utilities and Service Systems – Would the project:				
a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources:

- City of Industry General Plan, Figure 10.
- City of Industry General Plan, Chapter 3.0 *Resource Management Element*.

Wastewater Treatment

Wastewater Ordinance - The Sanitation Districts' Wastewater Ordinance requires any business that desires to discharge industrial wastewater to the Districts' sewage system to first obtain an industrial wastewater discharge permit.

Domestic Water

The City is serviced by six (6) water purveyors. The water companies include the City Waterworks Systems, Suburban Water Systems, Rowland Water District, San Gabriel Valley Water District, Walnut Valley Water District and La Puente Valley County Water District.

Solid Waste



Sewage disposal services are provided via the municipal sewer system. Assembly Bill (AB) 939, the Integrated Waste Management Act, requires that every California city divert 50 percent of its waste from landfills by the year 2000, and the City is meeting or exceeding these requirements.

Discussion of Impacts

Would the project:

- a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than Significant Impact. The proposed Zone Amendment, allowing for the use of a collectible mall to be a permitted use in the City, with approval of a CUP, is not expected to result in a substantial increase in wastewater generation. Future development will be required to comply with all applicable wastewater treatment requirements of the Los Angeles County Regional Water Quality Control Board (Region # 4), and the City of Industry Sanitation Districts Wastewater Ordinance as described in the City General Plan Section 3.2.1 *Water Resources*. Thus, Future development will be required to be in compliance with applicable wastewater treatment requirements. Thus, there will be less than significant impacts.

- b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Less than Significant Impact. Due to the nature of the proposed Zone Amendment, expansion of water and wastewater facilities would not be necessary. According to the City of Industry General Plan Section 3.2.1 *Water Resources*, the six separate water agencies that serve the City have reported water supplies in excess of projected water demands over the 2015-2035 period that will satisfy the projected water demand to accommodate the forecast increased usage for the future buildout of the land use plan. Future development will be required to provide adequate water supply. Thus, there will be less than significant impacts.

- c) Result in a determination by the wastewater 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. Future development will be responsible for all necessary and appropriate drainage improvements, as reviewed and approved by the City. The Zone Amendment is not expected to result in activity which will demand wastewater treatment services that exceed the adequate capacity of providers. Future development will be required to provide adequate drainage improvements. Thus, there will be less than significant impacts.

- d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. The Zone Amendment allowing for the use of a collectible mall to be a permitted use in the City, with approval of a CUP, is not expected to result in a substantial increase in solid waste generation. Any projected use will be subject to



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comply with State or local standards, to meet solid waste reduction goals and avoid generating solid waste in excess of or in excess of the capacity of local infrastructure. Future development will need to comply with applicable State and/or local standards. As such, no impacts should occur.

- e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The Zone Amendment will allow for the use of a collectible mall to be a permitted use in the City, with approval of a CUP, and this proposed use will be required to comply with federal, state, and local management and reduction statutes and regulations related to solid waste. Future development will be required to comply with applicable federal, state and local regulations related to solid waste. As such, no impacts would occur.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. Wildfire – If located in or near a State Responsibility Area (“SRA”), lands classified as very high fire hazard severity zone, or other hazardous fire areas that may be designated by the Fire Chief, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Project Impacts and Mitigation Measures

Sources:

- California Fire Prevention Fee; GIS database

Findings of Fact: The City is not located in a State Responsibility Area (SRA) at this time; however, it is flanked by SRAs in close proximity of the City boundaries. The City is part of the Consolidated Fire Protection District of Los Angeles County, which provides fire protection and emergency services to the City. The City is served by the County of Los Angeles Fire Department (LACFD), which has three fire stations within the City (Fire Station No. 43 on Stimson Avenue, Fire Station No. 87 on Second Avenue, and Fire Station No. 118 on Gale Avenue). Additional stations in neighboring communities that have jurisdiction in the City and could serve during emergency events.

Discussion of Impacts

If located in or near a State Responsibility Area (“SRA”), lands classified as very high fire hazard severity zone, or other hazardous fire areas that may be designated by the Fire Chief, would the project:

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The proposed Zone Amendment does not propose any construction of new facilities. The City relies on the County of Los Angeles Emergency Management Plan (EMP) to provide for the City’s response to emergency situations such as natural disasters. The Forestry Division of LACFD is responsible for the review of environmental documents related to development and coordination of wildland fire planning, enforcement of the Department’s brush clearance program, and review of fuel modification plans. Site-specific development of a collectible mall would need to obtain applicable development review approvals with the City and responsible agencies such as the LACFD and must comply with the adopted emergency response plan or emergency evacuation plan in order to ensure that there are no significant impacts.

- b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The proposed Zone Amendment does not pertain to a specific Project site; therefore, it is simply a text amendment that will permit collectible malls in the Commercial Zone, and does not involve any construction or development. There will be no impact to wildfire risks or exposing project occupants to pollutant concentrations, or to the uncontrollable spread of a wildfire. As such, no impacts would occur.

- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. The proposed Zone Amendment does not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. As such, there would be no impacts.



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- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The proposed Zone Amendment does not propose grading and/or construction of new structures, and thus, would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Site-specific development will need to comply with Chapter 15.04 (Building Code) of the City’s Municipal Code. The building code contain provisions for soil preparation to minimize hazards from liquefaction and other seismic-related ground failures. For example, Chapter 15.04 (Building Code) of the City’s Municipal Code establishes rules and regulations to control excavation, grading, and earthwork construction (including fills). Additionally, as standard procedure by the City, grading and soil compaction requires the preparation of site-specific grading plans, soils and geotechnical reports (which must address liquefaction, subsidence, and other potential soil stability hazards), and hydrology studies, which are required to be submitted to and reviewed and approved by the City prior to the commencement of any grading activities.

Mitigation Measures

Mitigation: No mitigation required.

Monitoring: No monitoring required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. Mandatory Findings of Significance				
a) Does the project have the potential to substantially 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, substantially 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



the effects of other current projects, and the effects of probable future projects)?				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion of Impacts

- a) Does the project have the potential to substantially 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, substantially 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?

No Impact. As previously discussed, the proposed Zone Amendment (“ZA18-1”) to the City of Industry Municipal Code, which will allow collectible malls in commercial zone, does not propose grading and/or construction, it is simply a text amendment to permit collectible malls in the Commercial Zone. The Project does not have the potential to substantially 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, substantially 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. At the time site specific projects are proposed, they will be evaluated to determine if there are any potential impacts. As such, there are no impacts.

- 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)?

No Impact. The proposed Zoning Amendment does not propose any development at this time and will not have impacts that are cumulatively considerable meaning that there are no incremental effects when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future project. As such, there are no impacts.

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

No Impact. The proposed Zone Amendment will allow for collectible mall uses in commercial zones within the City of Industry with a CUP. Site-specific development of collectible malls will need to obtain a CUP approval with the City in order to ensure compliance with the Municipal Code and applicable local, state, and federal regulations. The Zone Amendment itself is a text amendment to the Municipal Code and does not pose an environmental effect which will cause substantial adverse effects on human beings, either directly or indirectly. As such, there are no impacts.

