

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

August 13, 2020
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Michael Greubel
Council Member Mark D. Radecki
Council Member Newell Ruggles

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

Addressing the City Council:

NOTICE OF TELEPHONIC MEETING:

- **Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council shall be held telephonically. Members of the public shall be able to attend the meeting telephonically and offer public comment by calling the following conference call number: 657-204-3264, and entering the following Conference ID: 619 526 236#. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public, Council Chambers will not be open for the meeting, and all public participation must occur by telephone at the number set forth above. Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 5:00 p.m. on Tuesday, August 11, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.**

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- **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.
 - **Public Comments (Non-Agenda Items Only):** 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.

Agendas and other writings:

- *In compliance with Government Code Section 54957.5(b), 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 of the City Council during regular business hours, Monday through Thursday, 8:00 a.m. to 5:00 p.m., Fridays 9:00 a.m. to 11:30 a.m. and 1:00 p.m. to 3:30 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

- 7.4 Consideration of ratifying a License Agreement with Pavement Coatings Co., for Access to Assessor's Parcel No. 8262-015-900 and 8262-015-901 located at the northwest corner of Industry Hills Parkway and Azusa Avenue, for temporary staging of construction materials and equipment

RECOMMENDED ACTION: Approve the License Agreement.

8. **ACTION ITEMS**

- 8.1 CONSIDERATION OF RESOLUTION NO. CC 2020-24 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE DELHAVEN COMMUNITY CENTER IN THE AMOUNT OF THIRTY THREE THOUSAND DOLLARS (\$33,000.00) FOR ITS AFTER SCHOOL EDUCATION AND SAFTY PROGRAM IN PARTNERSHIP WITH HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-24.

- 8.2 Consideration of Award of Contract No. CITY-1458 Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements, to Gentry Bros., Inc. in the amount of \$498,028.00, and adoption of a Notice of Exemption regarding same (MP 11-02)

RECOMMENDED ACTION: Award the contract to Gentry Brothers, Inc. in the amount of \$498,028.00, and adopt a Notice of Exemption for the project

- 8.3 Consideration of Change Order No. 1 for Contract No. CITY-1456 Site Plan for Sheriff's Trailer, with MVC Enterprises, Inc.

RECOMMENDED ACTION: Approve Change Order No. 1 and authorize the Mayor to execute the Change Order.

9. **CITY MANAGER REPORTS**

10. **AB 1234 REPORTS**

11. **CITY COUNCIL COMMUNICATIONS**

12. **CLOSED SESSION**

- 12.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1) (PER STATE CONTROLER'S RECOMMENDATION FOR ANNUAL REVIEWS)
TITLE: CITY CLERK

- 12.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4);
One Case
- 12.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. San Gabriel Valley Water and Power, LLC, *et al.*
Superior Court of California, County of Los Angeles
Case No.: 19STCV10150
- 12.4 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS
Pursuant to Government Code Section 54956.8
- Property: Remnant land parcel adjacent to 16908 Chestnut
Street, City of Industry, aka APN 8242-012-903,
8242-012-904, 8242-013-902, and 8242-013-903
- Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
- Negotiating Parties: Industry Chestnut St, LLC
- Under Negotiation: Price and terms of payment
- 12.5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Abraham Cruz
Superior Court of California, County of Los Angeles
Case No. 20STCV25407
- 12.6 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Abelina Gonzalez, et al., v. County of Los Angeles, City of Industry,
et al
Superior Court of California, County of Los Angeles
Case No. BC718008
- 12.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Luis Ricardo Torres v. City of Industry
Superior Court of California, County of Los Angeles
Case No. 20STCV12587
- 12.8 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
One Potential Case
13. Adjournment. The next regular City Council Meeting will be Thursday, August 27,
2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

RESOLUTION NO. CC 2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL RECALL ELECTION HELD ON JULY 21, 2020, DECLARING THE RESULT AND SUCH OTHER MATTERS AS MAY BE PROVIDED BY LAW

WHEREAS, a Special Municipal Recall Election was held and conducted in the City of Industry, California, on Tuesday, July 21, 2020, to propose the question to the voters whether to remove Abraham Cruz from office. If the voters voted in favor of the recall, as required by law, the candidate receiving the highest number of votes would fill the remainder of the term which began in 2017; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that the election was an all-mail ballot election; that election officer was appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of recall elections; and

WHEREAS, pursuant to Resolution No. 2020-12 adopted by the City Council on April 23, 2020, the Los Angeles County Registrar-Recorder canvassed the returns of the election and certified the results, which were received and are attached hereto and made a part hereof as Exhibit "A".

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the total number of ballots cast by mail voter ballots and provisional ballots, if any, was 41.

SECTION 3. That all 41 ballots cast on the measure relating to the recall of Abraham Cruz voted in favor thereof, and that Abraham Cruz was recalled from the office of City Councilmember.

SECTION 4. That of the 41 ballots cast, Michael Greubel received all 41 votes and was therefore elected to hold the office of City Councilmember for the remainder of the previous four-year term which began in 2017 and which ends in 2021.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City of Industry, a statement of the results of the election, showing: (1) the whole number of ballots cast in the City; (2) the number of votes given for and against the Recall of Abraham Cruz; and (3) if the Recall of Abraham Cruz was adopted by the voters, the total number of votes given to the successor for the office of Councilmember.

SECTION 6. The City Clerk shall immediately make and deliver to the person so elected a Certificate of Election signed by the City Clerk and authenticated and shall cause to be administered to said person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. 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 8. 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, California, at a regular meeting held on the 13th day of August 2020, by the following vote:

- AYES:** COUNCILMEMBERS:
- NOES:** COUNCILMEMBERS:
- ABSTAIN:** COUNCILMEMBERS:
- ABSENT:** COUNCILMEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Industry City

at the City of Industry Special Municipal Election, held on the 21st day of July, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 3rd day of August, 2020.



Dean Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

CITY OF INDUSTRY SPC MUNI
ABRAHAM CRUZ

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

LOCATION	REGIST- RATION	BALLOTS CAST	YES	NO										
INDUSTRY - 2930010A*		0	0	0										
VOTE BY MAIL	SERIAL 6001	41	41	0										
TOTAL		113	41	0										

*CITY COUNCIL SPECIAL MEETING
AUGUST 13, 2020*

ITEM NO. 7.1

Back-up will be provided at Meeting

CITY COUNCIL MEETING
AUGUST 13, 2020

ITEM NO. 7.1

HAND-OUT

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF AUGUST 13, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
100	GENERAL FUND	3,676,774.75
103	PROP A FUND	16,368.61
120	CAPITAL IMPROVEMENT FUND	185,567.38
140	CITY DEBT SERVICE	1,250.00
440	INDUSTRY PUBLIC FACILITY AUTHORITY	1,000.00
TOTAL ALL FUNDS		3,880,960.74

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNT	991,625.31
PROP/A	PROP A - CKING ACCOUNT	16,368.61
REF	REFUSE - CKING ACCOUNT	387.44
WFBK	WELLS FARGO - CKING ACCOUNT	2,872,579.38
TOTAL ALL BANKS		3,880,960.74

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
August 13, 2020**

Check	Date			Payee Name	Check Amount
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CITYGEN.CHK - City General

WT1166	07/21/2020			CAL-PERS	\$58,160.23
	Invoice	Date	Description		Amount
	AUGUST 2020	07/21/2020	CALPERS MEDICAL PREMIUM FOR AUGUST 2020		\$58,160.23
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WT1167	07/27/2020			U.S. BANK	\$933,465.08
	Invoice	Date	Description		Amount
	1616770	07/27/2020	PFA-2010 REFUNDING LEASE REVENUE BOND		\$933,465.08

Checks	Status	Count	Transaction Amount
	Total	2	\$991,625.31

CITY OF INDUSTRY

PROP A

August 13, 2020

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
				WALNUT VALLEY WATER DISTRICT	\$588.24
90202	07/22/2020			Amount	
	Invoice	Date	Description		
	3716169	07/07/2020	06/02-07/01/20 SVC - PLATFORM METROLINK BREA	\$20.67	
	3715253	07/07/2020	06/01-06/30/20 SVC - IRR METROLINK STA-SPANISH LN	\$567.57	
				SO CALIFORNIA EDISON COMPANY	\$140.56
90203	08/05/2020			Amount	
	Invoice	Date	Description		
	2021-00000179	07/24/2020	06/22-07/23/20 SVC - 600 S BREA CYN B	\$140.56	
				CNC ENGINEERING	\$7,607.50
90204	08/13/2020			Amount	
	Invoice	Date	Description		
	501251	07/30/2020	ANNUAL BUS STOP ADA IMPROVEMENTS	\$2,632.50	
	501252	07/30/2020	FULLERTON RD GRADE SEPARATION	\$4,450.00	
	501253	07/30/2020	FAIRWAY DR GRADE SEPARATION	\$525.00	
				INDUSTRY SECURITY SERVICES	\$7,857.31
90205	08/13/2020			Amount	
	Invoice	Date	Description		
	14-24766	07/17/2020	SECURITY SVC-METROLINK	\$2,077.44	
	14-24754	07/13/2020	SECURITY SVC-METROLINK	\$1,631.36	
	14-24779	07/24/2020	SECURITY SVC-METROLINK	\$2,077.44	
	14-24791	07/31/2020	SECURITY SVC-METROLINK	\$2,071.07	
				TEMP AIR SYSTEM INC.	\$175.00
90206	08/13/2020			Amount	
	Invoice	Date	Description		
	600304	05/07/2020	A/C MAINT AT GUARD SHACK-METROLINK	\$175.00	

CITY OF INDUSTRY

PROP A

August 13, 2020

Check	Date	Payee Name	Check Amount
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PROPA.CHK - Prop A Checking

Checks	Status	Count	Transaction Amount
	Total	5	\$16,368.61

**CITY OF INDUSTRY
WELLS FARGO REFUSE
August 13, 2020**

Check	Date	Payee Name		Check Amount
REFUSE - Refuse Account				
80150	08/13/2020	SUMSOM CONSTRUCTION		\$387.44
	Invoice	Date	Description	Amount
	7/30/2020	07/30/2020	REFUND CID ACCT #4109281-PROJECT COMPLETED	\$387.44

Checks	Status	Count	Transaction Amount
	Total	1	\$387.44

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
73203	03/16/2020		07/22/2020 VERIZON WIRELESS - LA	(\$1,996.94)
	Invoice	Date	Description	Amount
	9849228906	02/26/2020	VOIDED-CK NEVER REC'D 1/27-3/26 SVC-WIRELESS SVC	(\$1,996.94)
73271	03/26/2020		07/24/2020 ROBINSON'S FLOWERS	(\$3,064.39)
	Invoice	Date	Description	Amount
	3221	03/02/2020	VOIDED-CK NEVER REC'D FLOWERS AND DELIVERY	(\$3,064.39)
73977	07/23/2020		07/23/2020 LOCKS PLUS, INC.	(\$292.90)
	Invoice	Date	Description	Amount
	34329	05/06/2020	VOIDED-SIGNED IN ERROR DUPLICATE KEYS-EL ENCANTO	(\$292.90)

Checks	Status	Count	Transaction Amount
	Total	3	(\$5,354.23)

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
WT10025	07/21/2020		CALIFORNIA DEPT OF TAX AND FEE	\$7,123.00
	Invoice	Date	Description	Amount
	0-013-235-678	07/21/2020	IH FUEL STORAGE TANK TAXES FY 19/20	\$7,123.00
WT10025	07/21/2020		CALIFORNIA DEPT OF TAX AND FEE	(\$7,123.00)
	Invoice	Date	Description	Amount
	0-013-235-678	07/21/2020	VOIDED-INCORRECT GL DATE IH FUEL STORAGE TANK TAXES FY 19/20	(\$7,123.00)
WT10026	08/13/2020		SCHLICHTING, DIANE	\$10,365.35
	Invoice	Date	Description	Amount
	8/1-8/31/20	07/24/2020	PER SETTLEMENT AGRMT DATED 8/22/18	\$10,365.35
WT10027	07/21/2020		CALIFORNIA DEPT OF TAX AND FEE	\$7,123.00
	Invoice	Date	Description	Amount
	0-013-235-678	07/21/2020	IH FUEL STORAGE TANK TAXES FY 19/20	\$7,123.00

Checks	Status	Count	Transaction Amount
	Total	4	\$17,488.35

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74010	07/22/2020		AT & T	\$9.01
	Invoice	Date	Description	Amount
	2021-00000092	07/01/2020	07/01-07/31/20 SVC - CITY WHITE PAGES	\$9.01
74011	07/22/2020		FRONTIER	\$934.90
	Invoice	Date	Description	Amount
	2021-00000093	07/01/2020	07/01-07/31/20 SVC - VARIOUS SITES	\$934.90
74012	07/22/2020		SO CALIFORNIA EDISON COMPANY	\$34,853.28
	Invoice	Date	Description	Amount
	2021-00000078	07/08/2020	06/03-07/06/20 SVC - 15625 STAFFORD ST	\$6,758.97
	2021-00000079	07/09/2020	06/05-07/08/20 SVC - 1135 HATCHER	\$311.99
	2021-00000080	07/09/2020	06/05-07/08/20 SVC - 1123 HATCHER AVE STE A	\$273.23
	2021-00000081	07/09/2020	01/16-07/01/20 SVC - VARIOUS SITES	\$26,424.62
	2021-00000082	07/10/2020	05/06-07/08/20 SVC - VARIOUS SITES	\$42.10
	2021-00000083	07/10/2020	06/05-07/05/20 SVC - 133 N AZUSA AVE	\$153.03
	2021-00000084	07/11/2020	05/15-06/16/20 SVC - 1023 U FAIRWAY DR PED	\$90.79
	2021-00000085	07/11/2020	9/16/19-6/16/20 SVC - 13101 CROSSROADS PKWY S	\$97.47
	2021-00000086	07/14/2020	05/13-07/09/20 SVC - VALLEY BLVD U-VARIOUS SITES	\$624.50
	2021-00000087	07/14/2020	06/10-07/13/20 SVC - 575 BALDWIN PARK BLVD U	\$76.58
74013	07/22/2020		SOCALGAS	\$479.49
	Invoice	Date	Description	Amount
	2021-00000088	07/07/2020	06/03-07/02/20 SVC - 15625 STAFFORD ST APT A	\$15.44
	2021-00000089	07/07/2020	06/03-07/02/20 SVC - 15625 STAFFORD ST APT B	\$177.07
	2021-00000090	07/07/2020	06/03-07/02/20 SVC - 15633 RAUSCH RD	\$175.93

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00000091	07/07/2020	06/03-07/02/20 SVC - 15651 STAFFORD ST	\$111.05
74014	07/22/2020		SUBURBAN WATER SYSTEMS	\$661.05
	Invoice	Date	Description	Amount
	180012095310	07/02/2020	06/03-07/02/20 SVC - NE CNR VALLEY/STIMS	\$661.05
74015	07/22/2020		THREE VALLEYS MUNICIPAL WATER	\$1,857.86
	Invoice	Date	Description	Amount
	05577	06/30/2020	06/01-06/30/20 SVC - TONNER CYN	\$1,857.86
74016	07/22/2020		VERIZON BUSINESS	\$188.47
	Invoice	Date	Description	Amount
	67897688	07/10/2020	06/01-06/30/20 SVC - VARIOUS SITES	\$46.99
	67897689	07/10/2020	06/01-06/30/20 SVC - VARIOUS SITES	\$141.48
74017	07/22/2020		WALNUT VALLEY WATER DISTRICT	\$31,812.89
	Invoice	Date	Description	Amount
	3715497	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #1	\$131.94
	3715498	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #2	\$260.97
	3715492	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #3	\$324.55
	3715493	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #4	\$339.51
	3715494	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #5	\$290.81
	3715495	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #6	\$816.28
	3715496	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #7	\$857.42
	3715502	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #8	\$98.20
	3715499	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #9	\$105.68

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3715500	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #10	\$1,927.06
3715501	07/07/2020	06/01-06/30/20 SVC - INDUSTRY WAY #11	\$1,807.38
3715395	07/07/2020	06/02-06/30/20 SVC - KOHL'S CENTER/MEDIAN	\$293.23
3715484	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #1	\$1,792.42
3715485	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #2	\$3,279.07
3715486	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #3	\$1,958.85
3715487	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #4	\$100.07
3715488	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #5	\$264.63
3715482	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #6	\$2,641.40
3715481	07/07/2020	06/01-06/30/20 SVC - SE GRAND XING PKWY MTR #7	\$2,205.69
3715489	07/07/2020	06/01-06/30/20 SVC - MARCELLIN DR MTR #1	\$2,022.43
3715490	07/07/2020	06/01-06/30/20 SVC - MARCELLIN DR MTR #2	\$98.20
3715477	07/07/2020	06/01-06/30/20 SVC - MARCELLIN DR MTR #3	\$2,632.05
3715491	07/07/2020	06/01-06/30/20 SVC - MARCELLIN DR MTR #4	\$3,136.95
3715430	07/07/2020	06/01-06/30/20 SVC - 21350 VALLEY-MEDIAN	\$311.23
3715446	07/07/2020	06/01-06/30/20 SVC - BREA CYN N OF RR TRKS	\$310.52
3715447	07/07/2020	06/01-06/30/20 SVC - BREA CYN N OF CURRIER	\$71.16
3716170	07/07/2020	06/02-07/01/20 SVC - PUMP STN BREA CYN	\$20.67
3715449	07/07/2020	06/01-06/30/20 SVC - 60 FWY INTERCHANGE FAIRWAY	\$97.34
3715282	07/07/2020	06/01-06/30/20 SVC - IRR 820 FAIRWAY DR	\$94.21
3715334	07/07/2020	06/01-06/30/20 SVC - LEMON AVE N OF CURRIER RD	\$64.39
3715384	07/07/2020	06/01-06/30/20 SVC - FERRERO & GRAND EAST RAMP	\$668.30
3716395	07/07/2020	06/02-07/01/20 SVC - NOGALES PUMP STATION	\$62.42
3715413	07/07/2020	06/01-06/30/20 SVC - 22002 VALLEY BLVD	\$264.48
3715403	07/07/2020	06/01-06/30/20 SVC - BAKER PKWY METER #1	\$514.03
3715404	07/07/2020	06/01-06/30/20 SVC - BAKER PKWY METER #2	\$383.28

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3715472	07/07/2020	06/01-06/30/20 SVC - 21627 GRAND CROSSING PKWY	\$378.99
	3715473	07/07/2020	06/01-06/30/20 SVC - 21627 GRAND CROSSING PKWY	\$355.41
	3715410	07/07/2020	06/01-06/30/20 SVC - GRAND AVE CROSSING	\$638.35
	3715411	07/07/2020	06/01-06/30/20 SVC - GRAND AVE CROSSING	\$98.20
	3715368	07/07/2020	06/01-06/30/20 SVC - BREA CYN RD & OLD RANCH RD	\$62.52
	3716150	07/07/2020	06/02-07/01/20 SVC - PUMP STN N/W CHERYL	\$32.60
74018	07/23/2020		CONCOURSE DIAGNOSTIC AND	\$2,754.00
	Invoice	Date	Description	Amount
	7/15/2020	07/15/2020	COVID-19 TESTING REIMBURSEMENT PROGRAM	\$2,754.00
74019	07/23/2020		LOCKS PLUS, INC.	\$292.90
	Invoice	Date	Description	Amount
	34329	05/06/2020	DUPLICATE KEYS-EL ENCANTO	\$292.90
74020	07/23/2020		VERIZON WIRELESS - LA	\$1,996.94
	Invoice	Date	Description	Amount
	9849228906	02/26/2020	1/27-3/26 SVC-WIRELESS SVC	\$1,996.94
74021	07/23/2020		WELLS FARGO	\$1,840.95
	Invoice	Date	Description	Amount
	07/03/2020-A	07/03/2020	CREDIT CARD EXPENSE PE 7/3/20	\$1,840.95
74022	07/29/2020		FRONTIER	\$260.19
	Invoice	Date	Description	Amount
	2021-00000119	07/16/2020	07/16-08/15/20 SVC - PH AUTO PLAZA	\$182.57
	2021-00000120	07/16/2020	07/16-08/15/20 SVC - BREA CYN PUMP STN	\$77.62

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74023	07/29/2020		SAN GABRIEL VALLEY WATER CO.	\$2,106.76
	Invoice	Date	Description	Amount
	2021-00000121	07/17/2020	06/15-07/16/20 SVC - 14329 VALLEY	\$1,295.42
	2021-00000130	07/15/2020	06/11-07/14/20 SVC - 123 IRRIG WORKMAN MILL	\$242.64
	2021-00000131	07/15/2020	06/11-07/14/20 SVC - 13756 VALLEY	\$183.04
	2021-00000132	07/16/2020	06/11-07/14/20 SVC - 132 IRRIG PUENTE	\$385.66
74024	07/29/2020		SO CALIFORNIA EDISON COMPANY	\$4,416.77
	Invoice	Date	Description	Amount
	2021-00000122	07/21/2020	06/16-07/17/20 SVC - VARIOUS SITES	\$60.93
	2021-00000123	07/21/2020	06/17-07/20/20 SVC - 900 NOGALES U	\$50.94
	2021-00000126	07/18/2020	06/16-07/17/20 SVC - PECK RD S/O PELLISSIER	\$23.09
	2021-00000127	07/18/2020	06/16-07/17/20 SVC - 17635 GALE	\$1,926.37
	2021-00000128	07/18/2020	06/16-07/17/20 SVC - 1023 U FAIRWAY DR PED	\$91.77
	2021-00000133	07/21/2020	05/15-07/17/20 SVC - VARIOUS SITES	\$2,062.48
	2021-00000134	07/15/2020	06/11-07/14/20 SVC - 490 7TH U	\$81.15
	2021-00000135	07/18/2020	06/16-07/17/20 SVC - 1341 FULLERTON RD	\$120.04
74025	07/29/2020		SO CALIFORNIA EDISON COMPANY	\$194.59
	Invoice	Date	Description	Amount
	2021-00000125	07/18/2020	06/16-07/17/20 SVC - 19001 TONNER CYN	\$194.59
74026	07/29/2020		SOCALGAS	\$15.78
	Invoice	Date	Description	Amount
	2021-00000129	07/16/2020	06/12-07/14/20 SVC - 610 S BREA CYN RD	\$15.78

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74027	07/30/2020		3D TECH SIGNS	\$175.20
	Invoice	Date	Description	Amount
	557	07/17/2020	RIOT SHIELD DECALS	\$175.20
74028	07/30/2020		ADAM KORALEWSKI	\$1,694.84
	Invoice	Date	Description	Amount
	0000008	06/05/2020	BOILER REPAIR-EL ENCANTO	\$1,694.84
74029	07/30/2020		FIDELITY SECURITY LIFE	\$1,347.85
	Invoice	Date	Description	Amount
	164435025	08/01/2020	VISION PREMIUM FOR AUGUST 2020	\$1,347.85
74030	07/30/2020		HUMANA INSURANCE COMPANY	\$6,849.47
	Invoice	Date	Description	Amount
	389690685	07/13/2020	DENTAL PREMIUM FOR AUGUST 2020	\$6,849.47
74031	07/30/2020		LEG AVENUE, INC.	\$5,000.00
	Invoice	Date	Description	Amount
	07/29/2020	07/29/2020	COVID-19 TESTING REIMBURSEMENT PROGRAM	\$5,000.00
74032	07/30/2020		LYON STAFFING SOLUTIONS, INC.	\$500.00
	Invoice	Date	Description	Amount
	07/29/2020	07/29/2020	COVID-19 TESTING REIMBURSEMENT PROGRAM	\$500.00
74033	07/30/2020		MUTUAL OF OMAHA	\$5,776.84

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1105519103	08/01/2020	LIFE INSURANCE FOR AUGUST 2020	\$5,776.84
74034	07/30/2020		NEXTIVA, INC.	\$1,625.36
	Invoice	Date	Description	Amount
	31081240018	07/29/2020	CITY HALL PHONE SVC	\$1,625.36
74035	07/30/2020		PHI	\$1,800.00
	Invoice	Date	Description	Amount
	07/29/2020	07/29/2020	COVID-19 TESTING REIMBURSEMENT PROGRAM	\$1,800.00
74036	07/30/2020		ROBINSON'S FLOWERS	\$3,064.39
	Invoice	Date	Description	Amount
	3221	03/02/2020	FLOWERS AND DELIVERY	\$3,064.39
74037	07/30/2020		STATE COMPENSATION INS. FUND	\$2,801.49
	Invoice	Date	Description	Amount
	ADJ-DEPOSIT	07/03/2020	ADJUSTED DEPOSIT PREMIUM	\$815.57
	7/1-8/1/20	07/08/2020	WORKERS COMPENSATION PREMIUM FOR JULY 2020	\$1,985.92
74038	07/30/2020		TELEDYNE ANALYTICAL	\$2,200.00
	Invoice	Date	Description	Amount
	07/29/2020	07/29/2020	COVID-19 TESTING REIMBURSEMENT PROGRAMS	\$2,200.00
74039	07/30/2020		UNUM LIFE INSURANCE COMPANY	\$5,023.20
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8/1-8/31/20	07/20/2020	LONG TERM CARE PREMIUM FOR AUGUST 2020	\$5,023.20
74040	07/30/2020		UNITED STATES TREASURY	\$169.76
	Invoice	Date	Description	Amount
	FORM 720-V	07/30/2020	MID-AMERICA IRS "FORM 720" 2ND QTR	\$169.76
74041	08/05/2020		AT & T	\$591.45
	Invoice	Date	Description	Amount
	2021-00000142	07/17/2020	07/17-08/16/20 SVC - TONNER CYN-GUARD SHACK	\$295.02
	2021-00000143	07/17/2020	07/17-08/16/20 SVC - TONNER CYN-RADIO	\$296.43
74042	08/05/2020		FRONTIER	\$73.03
	Invoice	Date	Description	Amount
	2021-00000144	07/19/2020	07/19-08/18/20 SVC - FOLLOW'S CAMP GUARD	\$73.03
74043	08/05/2020		INDUSTRY PUBLIC UTILITIES	\$601.66
	Invoice	Date	Description	Amount
	2021-00000180	08/01/2020	05/19-07/20/20 SVC - VALLEY & 7TH (IRR)	\$601.66
74044	08/05/2020		ROWLAND WATER DISTRICT	\$4,158.68
	Invoice	Date	Description	Amount
	2021-00000152	07/23/2020	06/15-07/13/20 SVC - 755 NOGALES AT - RC	\$274.47
	2021-00000153	07/23/2020	06/15-07/13/20 SVC - AZUSA AVE - RC	\$73.78
	2021-00000154	07/23/2020	06/15-07/13/20 SVC - HURLEY ST & VALLEY BLVD	\$503.87
	2021-00000155	07/23/2020	06/15-07/13/20 SVC - 18044 ROWLAND ST	\$181.60
	2021-00000156	07/23/2020	06/15-07/13/20 SVC - 17401 E VALLEY BLVD	\$708.26

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00000157	07/23/2020	06/15-07/13/20 SVC - 930 S AZUSA AVE	\$573.38
	2021-00000158	07/23/2020	06/15-07/13/20 SVC - 1123 HATCHER ST STE C	\$105.47
	2021-00000159	07/23/2020	06/15-07/13/20 SVC - 1135 HATCHER AVE	\$45.89
	2021-00000160	07/23/2020	06/15-07/13/20 SVC - 1123 HATCHER ST STE D	\$62.44
	2021-00000161	07/23/2020	06/16-07/14/20 SVC - AZUSA AVE-CENTER	\$82.30
	2021-00000162	07/23/2020	06/16-07/14/20 SVC - AZUSA AVE	\$126.16
	2021-00000163	07/23/2020	06/16-07/14/20 SVC - 1100 S AZUSA AVE	\$174.17
	2021-00000164	07/23/2020	06/16-07/14/20 SVC - 1015 NOGALES ST - PUMP HOUSE	\$320.99
	2021-00000165	07/23/2020	06/16-07/14/20 SVC - 909 U NOGALES ST - IRR	\$790.64
	2021-00000166	07/23/2020	06/16-07/14/20 SVC - 1023 NOGALES ST - IRR	\$135.26
74045	08/05/2020		SAN GABRIEL VALLEY WATER CO.	\$265.03
	Invoice	Date	Description	Amount
	2021-00000167	07/20/2020	06/16-07/17/20 SVC - 336 EL ENCANTO	\$46.23
	2021-00000181	07/29/2020	06/25-07/28/20 SVC - IRRIG SALT LAKE/SEVENTH	\$218.80
74046	08/05/2020		SO CALIFORNIA EDISON COMPANY	\$25,523.36
	Invoice	Date	Description	Amount
	2021-00000145	07/23/2020	06/19-07/22/20 SVC - 14661 & 14911 CLARK AVE U	\$109.59
	2021-00000146	07/24/2020	06/22-07/23/20 SVC - 21380 VALLEY PED	\$11.32
	2021-00000147	07/24/2020	06/22-07/23/20 SVC - 580 BREA CYN RD	\$12.09
	2021-00000148	07/24/2020	06/22-07/23/20 SVC - 575 BREA CYN RD	\$12.27
	2021-00000149	07/24/2020	06/22-07/23/20 SVC - 1007 LAWSON ST TC1	\$51.66
	2021-00000168	07/21/2020	06/11-07/17/20 SVC - VARIOUS SITES	\$1,534.20
	2021-00000169	07/21/2020	06/01-07/01/20 SVC - VARIOUS SITES	\$5,524.89
	2021-00000170	07/21/2020	06/16-07/17/20 SVC - VARIOUS SITES	\$8,138.13

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00000171	07/21/2020	06/16-07/17/20 SVC - VARIOUS SITES	\$3,164.45
	2021-00000182	07/30/2020	06/26-07/29/20 SVC - 15660 STAFFORD ST	\$4,153.01
	2021-00000183	07/29/2020	06/19-07/22/20 SVC - 1015 NOGALES ST	\$693.85
	2021-00000184	07/28/2020	06/24-07/27/20 SVC - VARIOUS SITES	\$582.61
	2021-00000185	07/30/2020	06/26-07/29/20 SVC - 137 N HUDSON AVE	\$732.37
	2021-00000186	07/29/2020	06/24-07/27/20 SVC - BREA CYN RD-VARIOUS SITES	\$802.92
74047	08/05/2020		SOCALGAS	\$79.70
	Invoice	Date	Description	Amount
	2021-00000150	07/23/2020	06/19-07/21/20 SVC - 15415 DON JULIAN RD	\$31.65
	2021-00000151	07/22/2020	06/18-07/20/20 SVC - 13756 VALLEY BLVD	\$15.78
	2021-00000187	07/30/2020	06/26-07/28/20 SVC - 710 NOGALES ST	\$15.78
	2021-00000188	07/30/2020	06/26-07/28/20 SVC - 1015 NOGALES ST	\$16.49
74048	08/05/2020		SUBURBAN WATER SYSTEMS	\$1,348.55
	Invoice	Date	Description	Amount
	180061235971	07/23/2020	06/24-07/23/20 SVC - AZUSA & GEMINI	\$1,282.55
	180071071436	07/22/2020	06/23-07/22/20 SVC - 205 HUDSON AV	\$66.00
74049	08/13/2020		AMERICAN ALLIANCE OF MUSEUMS	\$275.00
	Invoice	Date	Description	Amount
	59767	06/22/2020	MEMBERSHIP-HOMESTEAD	\$275.00
74050	08/13/2020		BANK OF AMERICA-ACCOUNT	\$29,953.13
	Invoice	Date	Description	Amount
	0013658039	07/15/2020	ACCOUNT ANALYSIS	\$29,953.13

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74051	08/13/2020		BIGGS CARDOSA ASSOCIATES, INC.	\$2,382.50
	Invoice	Date	Description	Amount
	79086	07/05/2020	AZUSA AVE BRIDGE REPAINTING	\$2,382.50
74052	08/13/2020		BRYAN PRESS	\$1,530.50
	Invoice	Date	Description	Amount
	0083473	06/25/2020	SA-#9 WINDOW ENVELOPES	\$116.25
	0083489	06/25/2020	COI-LETTERHEAD	\$291.93
	0083491	06/30/2020	RECEIPT FOR VEHICLE CITY FEES	\$188.87
	0083473-A	06/25/2020	COI-#9 WINDOW ENVELOPES	\$697.50
	0083526	07/15/2020	RECEIPT BOOKS	\$235.95
74053	08/13/2020		CAL-STATE SITE SERVICES	\$249.76
	Invoice	Date	Description	Amount
	160498	07/17/2020	PORTABLE RR RENTAL-EL ENCANTO (COVID19)	\$249.76
74054	08/13/2020		CASC ENGINEERING AND	\$7,185.00
	Invoice	Date	Description	Amount
	42445	06/30/2020	NPDES CONSULTING-COI	\$2,205.00
	42277	05/31/2020	NPDES CONSULTING-COI	\$4,980.00
74055	08/13/2020		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	662889	06/23/2020	WATER TREATMENT-JUN 2020	\$283.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74056	08/13/2020		CINTAS CORPORATION LOC 693	\$444.57
	Invoice	Date	Description	Amount
	4055702264	07/13/2020	DOOR MATS	\$56.58
	4055667314	07/13/2020	DOOR MATS	\$274.83
	4056309300	07/20/2020	DOOR MATS	\$56.58
	4056975172	07/27/2020	DOOR MATS	\$56.58
74057	08/13/2020		CITY OF INDUSTRY	\$802.10
	Invoice	Date	Description	Amount
	2020-00000080	06/30/2020	IH FUEL PUMP-SECURITY VEHICLES	\$372.87
	2020-00000082	06/30/2020	IH FUEL PUMP-CITY HALL VEHICLES	\$429.23
74058	08/13/2020		CITY OF INDUSTRY	\$5,622.12
	Invoice	Date	Description	Amount
	7/17/2020	07/17/2020	REIMBURSEMENT-ACCT #000186, GAS INV PAID TO	\$5,622.12
74059	08/13/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$25,000.00
	Invoice	Date	Description	Amount
	PR P/E 07/14/20	07/14/2020	REPLENISH PAYROLL FOR P/E 7/14/20	\$25,000.00
74060	08/13/2020		CIVIC PUBLICATIONS, INC.	\$38,068.00
	Invoice	Date	Description	Amount
	1594	07/28/2020	FULL PAGE AD- 2020 COMMUNITY PROFILES	\$38,068.00
74061	08/13/2020		CIVILTEC ENGINEERING, INC	\$12,263.00
	Invoice	Date	Description	Amount

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Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
42783	07/14/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$12,263.00	
74062	08/13/2020	CNC ENGINEERING	\$208,655.73	
	Invoice	Date	Description	Amount
	501191	07/30/2020	HATCHER YARD FACILITY DEMO	\$105.00
	501192	07/30/2020	SOLAR PROJECT AT METROLINK	\$1,680.00
	501193	07/30/2020	SITE PLAN FOR SHERIFF TRAILER	\$1,400.00
	501195	07/30/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$1,550.00
	501196	07/30/2020	CATCH BASIN RETROFITS PHASE 2	\$637.50
	501198	07/30/2020	WALNUT DR NORTH WIDENING	\$255.00
	501199	07/30/2020	STARHILL LN/3RD AVE WATERLINE	\$3,862.50
	501200	07/30/2020	4TH AVE/TRAILSIDE WATERLINE	\$1,287.50
	501201	07/30/2020	DON JULIAN/BASETDALE WATERLINE	\$536.25
	501202	07/30/2020	GENERAL ENGINEERING-CITY HALL	\$202.50
	501203	07/30/2020	GENERAL ENGINEERING-TRAFFIC	\$7,450.00
	501204	07/30/2020	GENERAL ENGINEERING-PLAN APPROVAL	\$14,440.00
	501205	07/30/2020	GENERAL ENGINEERING-COUNTER SERVICE	\$6,220.00
	501206	07/30/2020	GENERAL ENGINEERING-PERMITS	\$30,432.50
	501207	07/30/2020	WALNUT DR SOUTH WIDENING	\$3,180.00
	501208	07/30/2020	ARENTH AVE RECONSTRUCTION	\$16,167.50
	501209	07/30/2020	AMAR RD STREET LIGHT INSTALLATION	\$1,190.93
	501210	07/30/2020	CITY HALL ROOF RESTORATION	\$367.50
	501211	07/30/2020	TEMPLE AVE DUAL RIGHT RUN	\$3,475.00
	501212	07/30/2020	BUSINESS PKY RECONSTRUCTION	\$10,172.50
	501213	07/30/2020	ARENTH AVE STREET IMPROVEMENT	\$12,680.00
	501214	07/30/2020	RESURFACING VALLEY BLVD	\$2,040.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
501215	07/30/2020	GENERAL ENGINEERING 7/6-7/26/20	\$76,388.55
501217	07/30/2020	NPDES STORM WATER	\$9,172.50
501230	07/30/2020	PAINT EVALUATION OF WROUGHT IRON FENCE	\$2,862.50
501231	07/30/2020	INDUSTRY HILLS FUEL STATION MAINT	\$900.00
74063	08/13/2020	CNC ENGINEERING	\$135,091.25
Invoice	Date	Description	Amount
501194	07/30/2020	EL ENCANTO IMPROVEMENTS	\$4,707.50
501218	07/30/2020	TONNER CYN PROPERTY	\$2,365.00
501219	07/30/2020	COLIMA RD WIDENING AND LANDSCAPING	\$1,815.00
501222	07/30/2020	CIWS MGMT AND OPERATION	\$262.50
501224	07/30/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$3,252.50
501225	07/30/2020	CITY HALL MAINT	\$2,330.00
501226	07/30/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$300.00
501227	07/30/2020	STIMSON AVE CROSSING AT LA SUBDIVISION	\$9,115.00
501228	07/30/2020	SAN JOSE AVE RECONSTRUCTION	\$450.00
501232	07/30/2020	605 FWY AND VALLEY BLVD INTERCHANGE	\$7,730.00
501233	07/30/2020	HIGHWAY BRIDGE PROGRAM	\$200.00
501234	07/30/2020	AZUSA AVE BRIDGE REPAINTING	\$200.00
501235	07/30/2020	FISCAL YEAR BUDGET	\$14,675.00
501236	07/30/2020	ROWLAND STREET RECONSTRUCTION	\$13,188.75
501238	07/30/2020	AZUSA AVE/TEMPLE AVE MODIFICATION	\$1,507.50
501239	07/30/2020	FOLLOW'S CAMP PROPERTY	\$1,100.00
501240	07/30/2020	RESURFACING VALLEY BLVD	\$3,080.00
501241	07/30/2020	ARENTH AVE STREET LIGHT PROJECT	\$8,682.50
501242	07/30/2020	ARENTH GUARD RAIL INSTALLATION	\$3,410.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	501243	07/30/2020	CARTEGRAPH MGMT	\$38,800.00
	501244	07/30/2020	GRAND AVE RECONSTRUCTION	\$8,030.00
	501245	07/30/2020	CITYWIDE STREET LIGHT LED UPGRADES	\$840.00
	501247	07/30/2020	SR57/60 FWY CONFLUENCE PROJ	\$1,200.00
	501248	07/30/2020	GRAND AVE BRIDGE WIDENING	\$2,117.50
	501249	07/30/2020	NOGALES GRADE SEPARATION	\$157.50
	501250	07/30/2020	TURNBULL CYN RD GRADE SEPARATION	\$3,300.00
	501246	07/30/2020	STREETLIGHTS ON GALE AVE	\$2,275.00
74064	08/13/2020		CONSILIO, LLC	\$1,700.90
	Invoice	Date	Description	Amount
	INV179722	06/30/2020	DOCUMENT MGMT-JUN 2020	\$1,700.90
74065	08/13/2020		COUNTY OF LOS ANGELES	\$106,055.21
	Invoice	Date	Description	Amount
	2361N	07/08/2020	PEST ABATEMENT-TONNER CYN (FIRESTONE CAMP)	\$16,876.79
	2498N	07/02/2020	WEED ABATEMENT-VARIOUS SITES 4/1/20-6/30/20	\$89,178.42
74066	08/13/2020		COUNTY OF LOS ANGELES	\$24,775.45
	Invoice	Date	Description	Amount
	2490N	07/02/2020	WEED ABATEMENT-TRES HERMANOS	\$23,474.18
	2362N	07/08/2020	PEST ABATEMENT-TRES HERMANOS	\$1,301.27
74067	08/13/2020		CSI SERVICES, INC.	\$2,470.00
	Invoice	Date	Description	Amount
	9915	07/16/2020	WROUGHT IRON FENCING-TEMPLE/AZUSA	\$2,470.00

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CITY.WF.CHK - City General Wells Fargo				
74068	08/13/2020		DAPEER, ROSENBLIT, AND LITVAK,	\$9,960.00
	Invoice	Date	Description	Amount
	17493	06/30/2020	SPECIALIZED LEGAL SVC-JUN 2020	\$5,215.50
	17492	06/30/2020	SPECIALIZED LEGAL SVC-JUN 2020	\$3,652.00
	17491	06/30/2020	GENERAL CODE ENFORCEMENT-JUN 2020	\$1,092.50
74069	08/13/2020		DELHAVEN COMMUNITY CENTER	\$10,800.00
	Invoice	Date	Description	Amount
	0010	07/23/2020	WORKMAN HS LUNCH/SNACK DISTRIBUTION	\$10,800.00
74070	08/13/2020		DEPT OF ANIMAL CARE & CONTROL	\$2,927.94
	Invoice	Date	Description	Amount
	07/25/20	07/25/2020	SHELTER COST-JUN 2020	\$1,638.92
	05/25/20	05/25/2020	SHELTER COST-APR 2020	\$1,289.02
74071	08/13/2020		DEPT OF TRANSPORTATION	\$3,169.66
	Invoice	Date	Description	Amount
	SL201068	07/20/2020	MAINT OF SIGNAL & LIGHTS APR-JUN 2020	\$3,169.66
74072	08/13/2020		DESIGN INTERNATIONAL GROUP,	\$2,168.10
	Invoice	Date	Description	Amount
	31337	07/17/2020	FLOOR STAND HAND SANITIZER DISPENSERS (20)	\$2,168.10
74073	08/13/2020		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	11218	07/10/2020	PUENTE HILLS AUTO DISPLAY-AUG 2020	\$1,763.00
74074	08/13/2020		ELEVATE PUBLIC AFFAIRS, LLC	\$15,000.00
	Invoice	Date	Description	Amount
	1967	07/24/2020	MEDIA CONSULTING-JUN 2020	\$15,000.00
74075	08/13/2020		EXCEL PAVING COMPANY	\$26,357.32
	Invoice	Date	Description	Amount
	#10CITY-1420R	08/01/2020	WALNUT DR WIDENING & STORM DRAIN	\$27,744.55
74076	08/13/2020		FEDERAL EXPRESS CORP.	\$234.71
	Invoice	Date	Description	Amount
	7-062-38317	07/10/2020	MESSENGER SVC	\$234.71
74077	08/13/2020		FIRST AMERICAN DATA TREE, LLC	\$200.00
	Invoice	Date	Description	Amount
	20088320720	07/31/2020	PROPERTY DATA INFORMATION	\$200.00
74078	08/13/2020		FRAZER, LLP	\$32,210.00
	Invoice	Date	Description	Amount
	167610	06/30/2020	COI-PROF SVC FOR JUN 2020	\$32,210.00
74079	08/13/2020		FUEL PROS, INC.	\$150.00
	Invoice	Date	Description	Amount
	50428	07/14/2020	INDUSTRY HILLS FUEL STATION MAINT	\$150.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74080	08/13/2020		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	158363	07/15/2020	LEGISLATIVE SVC-JUL 2020	\$10,000.00
74081	08/13/2020		GUTIERREZ-ROBLES, JULIE	\$702.50
	Invoice	Date	Description	Amount
	SPRING 2020	07/22/2020	REIMBURSEMENT FOR TUITION AT UNIVERSITY OF	\$702.50
74082	08/13/2020		HADDICK'S AUTO BODY	\$374.87
	Invoice	Date	Description	Amount
	048159	06/08/2020	AUTO MAINT-LIC 1465797	\$175.62
	048157	07/14/2020	AUTO MAINT-LIC 1557319	\$199.25
74083	08/13/2020		HELLING, TROY	\$201.64
	Invoice	Date	Description	Amount
	07/24/2020	07/21/2020	REIMBURSE FOR DINNER MEETINGS	\$201.64
74084	08/13/2020		HISTORICAL RESOURCES, INC.	\$41,193.63
	Invoice	Date	Description	Amount
	07/30/2020	07/30/2020	REIMBURSE FOR F & M CREDIT CARD-MAY/JUN 2020	\$4,561.07
	COI2021-1	07/30/2020	ADMIN & MGMT SVC-HOMESTEAD	\$36,632.56
74085	08/13/2020		HUDSON, LAURA	\$443.36
	Invoice	Date	Description	Amount
	7/15/2020	07/15/2020	REIMBURSEMENT FOR COMPUTER SUPPLIES	\$443.36

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74086	08/13/2020		INDEPENDENT ROOFING	\$3,750.00
	Invoice	Date	Description	Amount
	0074453	06/30/2020	CONSULTING OF ROOF RESTORATION AT IBC	\$1,250.00
	0074454	06/30/2020	CONSULTING FOR ROOF RESTORATION AT 15559	\$1,250.00
	0074452	06/30/2020	CONSULTING FOR ROOF RESTORATION AT 1123 S	\$1,250.00
74087	08/13/2020		INDUSTRY SECURITY SERVICES	\$32,321.95
	Invoice	Date	Description	Amount
	14-24745	07/13/2020	SECURITY SVC 7/1-7/9/20	\$8,700.67
	14-24757	07/17/2020	SECURITY SVC 7/10-7/16/20	\$7,873.76
	14-24781	07/31/2020	SECURITY SVC 7/24-7/30/20	\$7,873.76
	14-24769	07/24/2020	SECURITY SVC 7/17-7/23/20	\$7,873.76
74088	08/13/2020		INDUSTRY SECURITY SERVICES	\$70,620.55
	Invoice	Date	Description	Amount
	14-24748	07/13/2020	SECURITY SVC-VARIOUS CITY SITES	\$20,067.51
	14-24760	07/17/2020	SECURITY SVC-VARIOUS CITY SITES	\$16,810.65
	14-24772	07/24/2020	SECURITY SVC-VARIOUS CITY SITES	\$16,868.01
	14-24784	07/31/2020	SECURITY SVC-VARIOUS CITY SITES	\$16,874.38
74089	08/13/2020		INDUSTRY TIRE SERVICE	\$630.77
	Invoice	Date	Description	Amount
	296128	07/27/2020	REPLACE TIRE-JOHN DEERE TRACTOR	\$415.98
	295991	07/20/2020	REPLACE TIRE-LIC 1429333 TONER CYN	\$214.79
74090	08/13/2020		INTERNATIONAL E-Z UP, INC.	\$7,460.25

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	QTE600204	07/23/2020	STREEL FRAME 10X10 TENTS (20)-COVID19	\$7,460.25
74091	08/13/2020		IVY-IT, INC.	\$3,679.20
	Invoice	Date	Description	Amount
	S-2020-75	07/20/2020	LARGE SANITIZER BOTTLES (240) TO DISTRIBUTE TO	\$3,679.20
74092	08/13/2020		JMDiaz, Inc.	\$2,786.45
	Invoice	Date	Description	Amount
	043 (20-108)	06/30/2020	STAFF AUGMENTATION-JUN 2020	\$2,786.45
74093	08/13/2020		KEENAN AND ASSOCIATES	\$4,323.00
	Invoice	Date	Description	Amount
	247333	07/21/2020	P & L CLAIMS ADMIN FEE, APR-JUN 2020	\$4,323.00
74094	08/13/2020		KLEINFELDER, INC.	\$8,903.95
	Invoice	Date	Description	Amount
	001290518	07/13/2020	ARENTH AVE STREET IMPROVEMENTS	\$8,903.95
74095	08/13/2020		L A COUNTY DEPT OF PUBLIC	\$68,987.94
	Invoice	Date	Description	Amount
	IN200001129	07/09/2020	BLDG & SAFETY-ONE STOP SHOP MAY 2020	\$68,987.94
74096	08/13/2020		L A COUNTY FIRE DEPT.	\$3,937.00
	Invoice	Date	Description	Amount
	IN0325583	07/29/2020	HAZARDOUS MATERIAL-IND HILLS FUELING STATION	\$1,354.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IN0330734	07/29/2020	STORAGE TANK-PACIFIC PALMS GENERATOR	\$2,583.00
74097	08/13/2020		L A COUNTY SHERIFF'S	\$1,027,187.11
	Invoice	Date	Description	Amount
	204006AL	07/10/2020	SPECIAL EVENTS-DIRECTED PATROL	\$68,746.05
	203849AL	07/10/2020	SHERIFF CONTRACT-JUN 2020	\$898,511.69
	204077AL	07/21/2020	SPECIAL EVENT-FERIA EVENT	\$3,167.74
	204078AL	07/17/2020	SPECIAL EVENT-DIRECTED PATROL	\$56,761.63
74098	08/13/2020		LA PUENTE VALLEY COUNTY	\$286.48
	Invoice	Date	Description	Amount
	BS;07/20	07/22/2020	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.48
74099	08/13/2020		LEIGHTON CONSULTING INC	\$4,647.90
	Invoice	Date	Description	Amount
	41003	07/16/2020	WALNUT DR SOUTH WIDENING & STORM DRAIN	\$4,647.90
74100	08/13/2020		LOCKE LORD LLP	\$208,570.59
	Invoice	Date	Description	Amount
	1589579	07/17/2020	LEGAL SVC-JUN 2020	\$50,545.98
	1589395	07/17/2020	LEGAL SVC-JUN 2020	\$2,181.00
	1589385	07/09/2020	LEGAL SVC-JUN 2020	\$513.50
	1577524	05/13/2020	LEGAL SVC-APR 2020	\$931.50
	1581689	06/23/2020	LEGAL SVC-MAR 2020	\$1,640.00
	1582417	06/23/2020	LEGAL SVV-MAY 2020	\$45,098.82
	1587511	06/30/2020	LEGAL SVC-JUN 2020	\$21,768.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1582305	06/23/2020	LEGAL SVC-MAY 2020	\$5,494.95
	1587510	06/30/2020	LEGAL SVC-JUN 2020	\$59,492.00
	1578240	05/15/2020	LEGAL SVC-APR 2020	\$20,904.84
74101	08/13/2020		LOCKS PLUS, INC.	\$317.13
	Invoice	Date	Description	Amount
	34327	05/07/2020	REPLACE LOCKS -CITY HALL	\$317.13
74102	08/13/2020		MEAD AND HUNT, INC.	\$2,555.25
	Invoice	Date	Description	Amount
	303456	05/19/2020	CHINO RANCH #1 INUNDATION	\$2,555.25
74103	08/13/2020		MEGAN'S WINGS	\$10,000.00
	Invoice	Date	Description	Amount
	07/30/2020	07/30/2020	ANNUAL CONTRIBUTION FOR MEGAN'S VIRTUAL	\$10,000.00
74104	08/13/2020		MR PLANT & INTERIOR BOTANICAL	\$770.00
	Invoice	Date	Description	Amount
	AUG 15076	08/01/2020	PLANT MAINT-AUG 2020	\$770.00
74105	08/13/2020		MUNI-ENVIRONMENTAL, LLC	\$21,297.23
	Invoice	Date	Description	Amount
	20-022	07/20/2020	COMMERCIAL WASTE PROGRAM	\$21,297.23
74106	08/13/2020		MX GRAPHICS, INC.	\$213.53
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	21240	07/13/2020	MICROFISCHE SCAN	\$213.53
74107	08/13/2020		NARWHAL, INC.	\$17,739.00
	Invoice	Date	Description	Amount
	0001672	07/30/2020	VARIOUS STYLES OF MASKS FOR COVID19	\$17,739.00
74108	08/13/2020		OCEAN BLUE ENVIRONMENTAL	\$6,550.65
	Invoice	Date	Description	Amount
	34043	07/29/2020	HAZARDOUS WASTE REMOVAL	\$6,550.65
74109	08/13/2020		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	364	07/31/2020	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
	365	07/31/2020	JANITORIAL SVC-IBC	\$1,467.00
	363	07/31/2020	JANITORIAL SVC-CITY HALL	\$5,500.00
74110	08/13/2020		PACIFIC CREST YOUTH ARTS	\$5,000.00
	Invoice	Date	Description	Amount
	07/28/20	07/28/2020	SPONSORSHIP-TITLE LEVEL	\$5,000.00
74111	08/13/2020		PARS	\$600.00
	Invoice	Date	Description	Amount
	45859	07/10/2020	ARS FEES-MAY 2020	\$300.00
	45818	07/09/2020	REP FEES-MAY 2020	\$300.00
74112	08/13/2020		PERFORMING ART FLOORING, INC.	\$975.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	20121-1	07/24/2020	REMOVE/REPLACE FURNITURE-TREASURY OFFICE	\$975.00
74113	08/13/2020		PLACEWORKS	\$16,072.65
	Invoice	Date	Description	Amount
	72507	06/30/2020	IS/MND NEW BLDG-20922 CURRIER RD	\$11,500.50
	72506	06/30/2020	CEQA FOR NEW BLDG-13055 TEMPLE AVE	\$2,486.25
	72505	06/30/2020	CEQA FOR BILLBOARD-19465 E WALNUT AVE	\$1,866.60
	72648	06/30/2020	GRAND AVE WIDENING	\$219.30
74114	08/13/2020		POST ALARM SYSTEMS	\$304.38
	Invoice	Date	Description	Amount
	1288107	07/06/2020	MONITORING SVC-HOMESTEAD	\$304.38
74115	08/13/2020		PURCHASE POWER	\$129.99
	Invoice	Date	Description	Amount
	07/05/20	07/05/2020	POSTAGE METER REFILL ON 6/26/20	\$129.99
74116	08/13/2020		REV MOTIVE, LLC	\$9,469.56
	Invoice	Date	Description	Amount
	7/22/2020	07/29/2020	32OZ HAND SANITIZERS (752)	\$9,469.56
74117	08/13/2020		RICOH USA, INC.	\$889.50
	Invoice	Date	Description	Amount
	5059988312	07/08/2020	METER READING-VARIOUS COPIERS	\$337.54
	33745285	07/17/2020	COPIER LEASE-TREASURY	\$252.66

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	33744742	07/17/2020	COPIER LEASE-ENGINEERING	\$289.36
	5060009770	07/13/2020	METER READING-TREASURY	\$9.94
74118	08/13/2020		RICOH USA, INC.	\$3,509.49
	Invoice	Date	Description	Amount
	68676952	07/11/2020	COPIER LEASE-VARIOUS	\$2,650.76
	68678117	07/11/2020	COPIER LEASE-VARIOUS	\$858.73
74119	08/13/2020		RUBEN L. SOSA	\$305.00
	Invoice	Date	Description	Amount
	7/22/2020	07/22/2020	REFUND-CITATION ID155000	\$305.00
74120	08/13/2020		SAN GABRIEL VALLEY	\$16,320.00
	Invoice	Date	Description	Amount
	FENCE200728	07/30/2020	LANDSCAPE SVC-FENCELINE CLEARANCE	\$6,960.00
	CACTUS073020	07/30/2020	LANDSCAPE SVC-CACTUS HILL CLEARANCE	\$6,000.00
	COI073020M	07/30/2020	LANDSCAPE SVC-TRAIL MAINT	\$3,360.00
74121	08/13/2020		SAN GABRIEL VALLEY NEWSPAPER	\$972.00
	Invoice	Date	Description	Amount
	0000485435	06/30/2020	MONTHLY ADVERTISING-HOMESTEAD	\$972.00
74122	08/13/2020		SATSUMA LANDSCAPE & MAINT.	\$122,025.17
	Invoice	Date	Description	Amount
	0720CH	07/30/2020	LANDSCAPE SVC-CIVIC FINANCE CENTER	\$50,519.77
	0720TA	07/30/2020	LANDSCAPE SVC-TEMPLE & AZUSA	\$35,875.36

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0720XROADS	07/30/2020	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$35,630.04
74123	08/13/2020		SCREENVISION MEDIA	\$3,200.00
	Invoice	Date	Description	Amount
	LB-072920-2	07/29/2020	ADVERTISEMENT AT VINELAND DRIVE-IN THEATER	\$3,200.00
74124	08/13/2020		SO CAL INDUSTRIES	\$191.66
	Invoice	Date	Description	Amount
	449977	07/22/2020	RR RENTAL-TONNER CYN/57FWY	\$91.26
	448838	07/15/2020	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
74125	08/13/2020		SPARKLETTS	\$3.75
	Invoice	Date	Description	Amount
	17165913 070320	07/03/2020	WATER DELIVERY	\$3.75
74126	08/13/2020		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894071020	07/10/2020	BUSINESS INTERNET-JUL 2020	\$938.99
74127	08/13/2020		SQUARE ROOT GOLF & LANDSCAPE,	\$179,614.87
	Invoice	Date	Description	Amount
	1498ELHM	07/29/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$8,496.00
	1499ELHM	07/29/2020	LANDSCAPE SVC-EL ENCANTO	\$10,747.29
	1500ELHM	07/29/2020	LANDSCAPE SVC-HOMESTEAD	\$21,035.84
	1501H-1	07/29/2020	GRAFFITI REMOVAL	\$1,571.06
	1501H-2	07/29/2020	SIGN REPAIR & INSTALLATION	\$5,316.31

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1501H	07/29/2020	LANDSCAPE SVC-VARIOUS CITY SITES	\$132,448.37
74128	08/13/2020		STAPLES BUSINESS ADVANTAGE	\$1,636.43
	Invoice	Date	Description	Amount
	8059044498	07/18/2020	OFFICE SUPPLIES	\$1,636.43
74129	08/13/2020		STOTZ EQUIPMENT	\$335.04
	Invoice	Date	Description	Amount
	P26344	07/24/2020	PARTS FOR TRACTOR	\$335.04
74130	08/13/2020		SYNCHRONY BANK/AMAZON	\$912.15
	Invoice	Date	Description	Amount
	S3SQC830	07/10/2020	OFFICE SUPPLIES	\$912.15
74131	08/13/2020		THE TECHNOLOGY DEPOT	\$10,133.23
	Invoice	Date	Description	Amount
	14045	07/13/2020	NETWORK MAINT 7/13-7/17/20	\$3,949.38
	13977	07/01/2020	NETWORK MAINT-AUG 2020	\$287.25
	14122	07/20/2020	NETOWRK MAINT 7/20-7/24/20	\$5,042.50
	13943	06/25/2020	NETWORK RENEWAL 7/1/20-6/30/21	\$492.00
	13978	07/01/2020	NETWORK MAINT-AUG 2020	\$362.10
74132	08/13/2020		TPX COMMUNICATIONS	\$2,877.97
	Invoice	Date	Description	Amount
	131671163-0	06/30/2020	INTERNET SVC-CITY HALL	\$2,877.97

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74133	08/13/2020		TRANSPORTATION & ENERGY	\$23,100.00
	Invoice	Date	Description	Amount
	COI-001-07-10-20	07/10/2020	ON-CALL GENERAL TRAFFIC	\$13,432.50
	COI-004-07-10-20	07/10/2020	TURNBULL CYN REVIEW	\$4,010.00
	COI-003-07-10-20	07/10/2020	LED STREET LIGHT CONSERVATION	\$5,657.50
74134	08/13/2020		U.S. BANK	\$1,250.00
	Invoice	Date	Description	Amount
	5781808	06/25/2020	COI-ADMIN FEES FOR GORBS 2014 TAXABLE	\$1,250.00
74135	08/13/2020		UNIVERSITY OF LA VERNE	\$1,957.50
	Invoice	Date	Description	Amount
	SPRING 2020-A	07/22/2020	TUITION FOR JULIE GUTIERREZ-ROBLES, ID	\$1,957.50
74136	08/13/2020		VALLEY POWER SYSTEMS, INC.	\$619.00
	Invoice	Date	Description	Amount
	R64222	07/13/2020	GENERATION INSPECTION-CITY HALL	\$619.00
74137	08/13/2020		WEATHERITE SERVICE	\$172.00
	Invoice	Date	Description	Amount
	L187277	07/02/2020	A/C MAINT-IBC	\$172.00
74138	08/13/2020		WEST COAST ARBORISTS, INC.	\$600.00
	Invoice	Date	Description	Amount
	162336	07/15/2020	EMERGENCY TREE LIMB REMOVAL-	\$600.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 13, 2020**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
74139	08/13/2020	WHITE NELSON DIEHL EVANS, LLP		\$19,000.00
	Invoice	Date	Description	Amount
	206007AA	06/30/2020	COI-AUDIT SVC FY 19/20	\$16,000.00
	206007DD	06/30/2020	PFA-AUDIT SVC FY 19/20	\$1,000.00
	206007BB	06/30/2020	SA-AUDIT SVC FOR FY 19/20	\$2,000.00
74140	08/13/2020	WILLDAN ENGINEERING		\$1,750.00
	Invoice	Date	Description	Amount
	00619525	07/13/2020	ENGINEERING SVC-VARIOUS SITES	\$1,750.00
74141	08/13/2020	WKE, INC		\$3,252.36
	Invoice	Date	Description	Amount
	19008.04	07/14/2020	BRIDGE REHABILITATION-VALLEY BLVD	\$3,252.36

Checks	Status	Count	Transaction Amount
	Total	132	\$2,860,445.26

CITY COUNCIL

ITEM NO. 7.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 23, 2020
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 208455859#.

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; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Henry Roman from the Veterans of Foreign Wars Post 1944 (VFW) thanked the City for their support in reference to Item No. 6.4 on today's agenda.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 23, 2020

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

5.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH I.R.C. TECHNOLOGIES, INC. DBA INDEPENDENT ROOFING CONSULTANTS, TO PROVIDE CONSULTING SERVICES RELATED TO ROOF RESTORATION AND REPLACEMENT AT THE CITY OWNED POST OFFICE/SHERIFF'S YOUTH ACTIVITIES LEAGUE BUILDING, FOR AN AMOUNT NOT TO EXCEED \$12,495.00 THROUGH APRIL 23, 2021

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
APRIL 23, 2020
PAGE 2

RECOMMENDED ACTION:

Approve the Agreement.

5.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH I.R.C. TECHNOLOGIES, INC. DBA INDEPENDENT ROOFING CONSULTANTS, TO PROVIDE CONSULTING SERVICES RELATED TO ROOF RESTORATION AND REPLACEMENT AT THE CITY OWNED INDUSTRY BUSINESS COUNCIL BUILDING, FOR AN AMOUNT NOT TO EXCEED \$13,095.00 THROUGH APRIL 23, 2021

RECOMMENDED ACTION:

Approve the Agreement.

5.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH I.R.C. TECHNOLOGIES, INC. DBA INDEPENDENT ROOFING CONSULTANTS, TO PROVIDE CONSULTING SERVICES RELATED TO ROOF RESTORATION AND REPLACEMENT AT THE CITY'S PUBLIC WORKS WAREHOUSE, FOR AN AMOUNT NOT TO EXCEED \$14,550.00 THROUGH APRIL 21, 2021

RECOMMENDED ACTION:

Approve the Agreement.

5.5 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH JANUS PEST MANAGEMENT, INC. FOR PEST CONTROL SERVICES AT VARIOUS CITY FACILITIES, IN AN AMOUNT NOT-TO-EXCEED \$120,000.00 THROUGH APRIL 23, 2021

RECOMMENDED ACTION:

Approve the Agreement.

5.6 CONSIDERATION OF RESOLUTION NO. CC 2020-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, NAMING THE ARENTH AVENUE RECONSTRUCTION PROJECT AS AN SB 1 PROJECT FOR FISCAL YEAR 2020-2021

RECOMMENDED ACTION:
2020-08.

Approve Resolution No. CC

Council Member Radecki recused himself from check number 73455 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

Council Member Ruggles recused himself from check number 73416 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Haddick's Auto Body.

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MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 73455 ON ITEM 1 (REGISTER OF DEMANDS) AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 73416 ON ITEM 1 (REGISTER OF DEMANDS). 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

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2020-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO MEGAN'S WINGS, INC. IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR PATIENT AID AND GAS ASSISTANCE PROGRAMS

RECOMMENDED ACTION:
09.

Adopt Resolution No. CC 2020-

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

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY MAYOR MOSS TO ADOPT RESOLUTION NO. CC 2020-09. 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

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6.2 CONSIDERATION OF VARIOUS RESOLUTIONS CONCERNING A SPECIAL RECALL ELECTION

- a. **CONSIDERATION OF A RESOLUTION ACCEPTING THE ELECTION OFFICIAL'S CERTIFICATION OF RESULTS OF EXAMINATION OF SIGNATURES ON THE RECALL PETITION FOR COUNCILMEMBER ABRAHAM CRUZ;**
- b. **CONSIDERATION OF A RESOLUTION CALLING AND GIVING NOTICE OF THE HOLDING OF AN ALL MAIL IN BALLOT SPECIAL ELECTION TO BE HELD ON TUESDAY, JULY 21, 2020; AND**
- c. **CONSIDERATION OF A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ELECTION TO BE HELD ON TUESDAY, JULY 21, 2020**

RECOMMENDED ACTION: Adopt the resolution accepting the Election's Official's certification of the results of the examination of signatures on the recall petition for Councilmember Abraham Cruz; the resolution calling and giving notice of the holding of an all-mail in ballot special election to be held on Tuesday, July 21, 2020; and a resolution requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a Special Election to be Held on Tuesday, July 21, 2020.

City Attorney Casso explained that the Council would need to address a motion on each resolution separately.

Council Member Cruz spoke on his behalf that he disagrees with these resolutions. He believes that this is in retaliation to the Concerned Citizens lawsuit and said he was not working against the City. He was only trying to protect his family by making more income and that this has not been handled correctly. Council Member Cruz requested a copy of the signatures on the recall petition of which City Attorney Casso said could be provided after the meeting.

City Clerk Robles informed the Council that Martin & Chapman are no longer in business, as they used to assist us with past elections. So now the County will be handling the election, including printing and counting of ballots.

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People will need to make an appointment with City Clerk Julie Robles, to pull nomination papers.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2020-10 ACCEPTING THE ELECTION'S OFFICIAL'S CERTIFICATION OF THE RESULTS OF THE EXAMINATION OF SIGNATURES ON THE RECALL PETITION FOR COUNCILMEMBER ABRAHAM CRUZ. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2020-11 CALLING AND GIVING NOTICE OF THE HOLDING OF AN ALL MAIL IN BALLOT SPECIAL ELECTION TO BE HELD ON TUESDAY, JULY 21, 2020. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2020-12 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A SPECIAL ELECTION TO BE HELD ON TUESDAY, JULY 21, 2020. MOTION CARRIED 4-1, BY THE FOLLOWING VOTE:

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

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6.3 PRESENTATION AND DISCUSSION REGARDING SELECTION OF A PROPOSED AUDITING FIRM, AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND WHITE NELSON DIEHL EVANS, LLP

RECOMMENDED ACTION: *Approve the Agreement.*

Director of Finance Yamini Pathak, provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AGREEMENT. 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

Council Member Cruz excused himself from the remainder of the meeting and left the teleconference call at 9:27 a.m.

6.4 CONSIDERATION OF A PROPERTY PURCHASE AGREEMENT WITH PUENTE POST NO. 1944, VETERANS OF FOREIGN WARS OF THE UNITED STATES, IN THE AMOUNT OF \$364,000.00 FOR RIGHT OF WAY ACQUISITION FOR THE PROPERTY GENERALLY LOCATED AT 16157 GALE AVENUE

RECOMMENDED ACTION: *Approve the Property Purchase Agreement.*

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

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PROPERTY PURCHASE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.5 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1453 AMAR ROAD STREETLIGHT INSTALLATION FROM AILERON AVENUE TO ECHELON AVENUE, TO CALPROMAX ENGINEERING, INC. IN THE AMOUNT OF \$166,484.00, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *Award the contract to Calpromax Engineering, Inc. in the amount of \$166,484.00, and adopt a Notice of Exemption for the project.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO AWARD THE CONTRACT TO CALPROMAX ENGINEERING, INC. IN THE AMOUNT OF \$166,484.00, AND ADOPT A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.6 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION IMPROVEMENTS FOR AN ESTIMATED COST OF \$670,000.00 (CITY-1458/MP 11-02)

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

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

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MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING AND OF RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.7 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE, FOR AN ESTIMATED COST OF \$4,200,000.00 (CITY-1459/MP 10-15 #2)

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

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISING OF RECEIPT OF ELECTRONIC BIDS. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY MANAGER REPORTS

City Manager Troy Helling stated City Hall is in operation and the staff is doing a great job.

AB 1234 REPORTS

There were none

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CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:50 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

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CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 208455859#.

FLAG SALUTE

The flag salute was led by Mayor Moss.

ROLL CALL

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

ABSENT: Abraham Cruz, Council Member

City Clerk Robles announced Roll Call and stated for the record that Council Member Cruz excused himself at 9:27 a.m. from the regular City Council Meeting.

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were none.

ACTION ITEMS

5.1 UPDATE, DISCUSSION AND DIRECTION REGARDING ACTIONS RELATED TO COVID-19

RECOMMENDED ACTION:

Provide direction to Staff.

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City Manager Troy Helling first mentioned that the food banks will still continue, we are currently helping El Encanto with special projects and purchasing of equipment. The IBC and Public Affairs Manager, Sam Pedroza are helping with Personal Protective Equipment (PPE).

Mayor Cory C. Moss opened the discussion with how are we going to move forward in helping our local businesses? She mentioned that we are not getting good solid information from the legislators. Conversation ensued regarding many topics to include; Lease Assistance Program, Eviction Moratorium, property tax reimbursement, the cost of masks and thermometers, how to better be equipped for re-opening of offices, where to direct our local businesses for testing, ways to partner with PPE providers, what businesses are effected and how many. Getting the IBC, Public Affairs Manager, Sam Pedroza and Elevate involved with a website questionnaire.

It was concluded that locating and obtaining the cost of masks and thermometers was the most important data needed for helping small businesses within the city. The IBC will look into the cost and a process for expediting to businesses at low or no cost. The City will report back with an update on Monday or Tuesday of next week.

Correction was made to the agenda which stated the next regular City Council meeting was to be held on May 7, 2020, rather than the correct day of May 14, 2020.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:50 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
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., telephonically using Conference Call Number, 657-204-3264, Conference ID: 810 634 295#.

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; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 14, 2020

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

5.2 CONSIDERATION OF THE MINUTES OF THE MARCH 12, 2020 REGULAR MEETING AND THE MARCH 17, 2020 SPECIAL MEETING

RECOMMENDED ACTION: Approve as submitted.

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Council Member Radecki recused himself from voting on check number 73553 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

Council Member Ruggles recused himself from voting on check number 73504 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 73553 ON ITEM 1 (REGISTER OF DEMANDS) AND COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 73504 ON ITEM 1 (REGISTER OF DEMANDS). 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

ACTION ITEMS

6.1 UPDATE, DISCUSSION AND DIRECTION REGARDING ACTIONS RELATED TO COVID-19

RECOMMENDED ACTION:

Provide direction to Staff.

Conversation ensued between the Council Members, City Manager Troy Helling and staff. Topics of discussion were; surveys, assistance with guidelines, loans, testing, portable hand washing stations along with legal advice for the local business. In general, the topic was about how to get through this difficult time with COVID-19, and how best to accommodate and inform the local businesses. Since Joanne McClaskey, Executive Director of the Industry Business Council (IBC), was very involved with the survey and gathering of personal protective equipment (PPE), City Manager Troy Helling said he would reach out to Joanne and get back to the Council with some answers to their concerns.

No vote was taken or necessary.

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CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none

CITY COUNCIL COMMUNICATIONS

Mayor Moss, Council Member Marcucci and Public Affairs Manager Sam Pedroza are working on banners for the graduating seniors and wished them good luck next year, as the City is very proud of them.

CLOSED SESSION

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

- 7.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 150 North Hacienda Boulevard, City of Industry, CA
also known as Assessor's Parcel Number 8208-025-951

Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager

Negotiating Parties: Bank of America N.A.
Under Negotiation: Price and terms of payment

- 7.2 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 15710-15724 Rausch Road, City of Industry, CA also
known as Assessor's Parcel Number 8245-001-073
and 8245-001-074

Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager

Negotiating Parties: Brian L. Dryer, Owner
Under Negotiation: Price and terms of payment

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7.3 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 15430 Proctor Avenue, City of Industry, CA also known as Assessor's Parcel Number 8208-027-014
Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
Negotiating Parties: Gaytan Group, LLC, Owner
Under Negotiation: Price and terms of payment

7.4 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 220 N. Hacienda Boulevard, City of Industry, CA also known as Assessor's Parcel Number 8208-025-952
Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
Negotiating Parties: One West Bank
Under Negotiation: Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 9:40 a.m.

Mayor Moss reconvened the meeting at 10:36 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 7.1, 7.2, 7.3, and 7.4, direction was given to the Agency Negotiators. No final action was taken, nothing further to report at this time.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:37 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
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., telephonically using Conference Call Number, 657-204-3264, Conference ID: 456 989 30#.

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; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 28, 2020

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

5.2 CONSIDERATION OF APPLICATIONS FROM THE FOLLOWING ORGANIZATIONS TO SELL SAFE AND SANE FIREWORKS IN THE CITY: A PLACE OF HOPE, CORY LIDLE FOUNDATION, COVINA HIGH SCHOOL FOOTBALL KIWANIS OF HACIENDA HEIGHTS, KNIGHTS OF COLUMBUS #5137, KNIGHTS OF COLUMBUS, MSGR. MULCAHY COUNCIL 16438, LA PUENTE HS ATHLETICS, LOS ALTOS QUARTERBACK CLUB, LYLE OLSEN FOUNDATION, NORTHVIEW HS BASEBALL BOOSTERS, ROWLAND HS RAIDER HUDDLE CLUB, SAN GABRIEL

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VALLEY YMCA, SHINING LIGHT MINISTRIES, THE CALIFORNIA ALLIANCE FOR FAMILY JUSTICE, THE JENNIFER LENIHAN MEMORIAL SCHOLARSHIP FOUNDATION, WILSON HS ATHLETIC BOOSTERS

RECOMMENDED ACTION: *Approve the list of applicants to sell safe and sane fireworks beginning June 28, 2020 and ending July 5, 2020 as conditioned.*

Council Member Ruggles recused himself from voting on check number 73614 for item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Haddick's Auto Body.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RUGGLES RECUSING HIMSELF FROM CHECK NUMBER 73614 ON ITEM 1 (REGISTER OF DEMANDS). 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

ACTION ITEMS

6.1 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BIGGS CARDOSA ASSOCIATES, INC. FOR CONSULTING SERVICES FOR THE REPAINTING OF THE AZUSA AVENUE BRIDGE OVER VALLEY BOULEVARD PROJECT, REVISING THE RATE SCHEDULE AND INCREASING COMPENSATION BY \$25,804.00 FOR A TOTAL AGREEMENT AMOUNT NOT-TO-EXCEED \$425,197.00 (MP 10-08 #6)

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Public Works/City Engineer, Josh Nelson provided a staff report and was available to answer any questions.

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MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AMENDMENT. MOTION CARRIED 4-0, WITH COUNCIL MEMBER RUGGLES ABSTAINING, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE TECHNOLOGY DEPOT, INC., FOR INFORMATION TECHNOLOGY SUPPORT SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2021, AND INCREASING THE COMPENSATION BY \$340,640.00

RECOMMENDED ACTION: Approve the Amendment.

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

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. 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 UPDATE ON ACTIVITIES REGARDING COVID-19 ASSISTANCE PROGRAMS FOR INDUSTRY BUSINESSES AND RELATED INFORMATION

RECOMMENDED ACTION: Provide direction to Staff.

Executive Director of the Industry Business Council (IBC), Joanne McClaskey provided an update on multiple issues; email response from the questionnaire that was sent to vendors within the city, PPE distribution, testing flyer, vendor list, the roadmap to recovery poster on the website, legal advise hotline, freeway sign, and an overview of the assistance resources links.

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Through the IBC, City of Industry businesses may request a RESTART KIT that will provide specific quantities for each product depending on the number of employees and needs for each business. The offer is available as supplies last. Businesses will also be given a vendor list to purchase extra supplies if necessary.

On May 21, 2020 the IBC partnered with Fisher Phillips, LLP to host the webinar titled Beyond the Curve: Bring the Workforce Back to Work. The attendees were provided with key guidelines that employers should follow as they begin to re-open businesses and employees return to work.

Mayor Cory C. Moss, announced the adoption of new business assistance measures aimed at helping local business impacted by COVID-19 to reopen. Several local laws are amended to aid businesses as they reopen, including permitting the expansion of outdoor dining, the banner restriction rules relaxed in all zones of the city, and implemented a new program to reduce business development fees.

Mayor Moss also mentioned on May 22nd, the City of Industry partnered with the Industry Sheriff's Station and the Los Angeles County Fire Department to host a special salute to the healthcare workers at El Encanto Healthcare Facility. The staff at El Encanto had been on the frontlines of the COVID-19 pandemic, ensuring the safety of many of the local community's most vulnerable patients and residents.

CITY MANAGER REPORTS

City Manager, Troy Helling stated that as of now, City Hall employees will be returning to work, in split shifts, on June 15th.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

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10.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property: 150 North Hacienda Boulevard, City of Industry, CA
also known as Assessor's Parcel Number 8208-025-951
Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
Negotiating Parties: Bank of America N.A.
Under Negotiation: Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 9:55 a.m.

Mayor Moss reconvened the meeting at 10:03 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session item 10.1, no reportable action.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:04 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 2, 2020
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CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 1:00 p.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 962 450 991#.

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; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

Desmond Donnellan with Donlon Builders spoke on the importance of incentives during this unprecedented time. Programs like the one being discussed today make the difference between shelving or green lighting projects. If passed he will be moving forward with a 86,000 square foot building off of Azusa, and thanked the Council for supporting pro-business programs.

ACTION ITEMS

5.1 UPDATE ON ACTIVITIES REGARDING COVID-19 ASSISTANCE PROGRAMS FOR INDUSTRY BUSINESSES AND RELATED INFORMATION, AND CONSIDERATION OF A PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

RECOMMENDED ACTION: Adopt the Proclamation proclaiming existence of a local emergency and providing assistance to local businesses.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 2, 2020
PAGE 2

City Manager Troy Helling provided a staff report by reviewing with the Council, the recommended updates to assistance programs for Industry businesses, in order to incentivize and motivate businesses to re-open. Staff is proposing that the City Council consider a process to allow for outdoor dining at all restaurants in the City, subject to certain regulations; a program that allows businesses in all zones of the City to hang temporary banners that will assist in advertising their businesses; and a reduction in development fees to alleviate the economic impacts of COVID-19 on businesses, and to help spur economic development in the City.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER CRUZ TO ADOPT THE PROCLAMATION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY AND PROVIDING ASSISTANCE TO LOCAL BUSINESSES. 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

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 1:20 p.m.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

JOINT SPECIAL MEETING MINUTES OF THE CITY OF INDUSTRY
CITY COUNCIL, SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY, INDUSTRY PUBLIC
UTILITIES COMMISSION, AND
INDUSTRY PUBLIC FACILITIES AUTHORITY

JUNE 11, 2020
PAGE 1

CALL TO ORDER

The Joint Special Meeting of the City of Industry City Council, Successor Agency to the Industry Urban-Development Agency, Industry Public Utilities Commission, and Industry Public Facilities Authority of the City of Industry, California, was called to order by Mayor/Chair/President Moss at 9:00 a.m., telephonically by calling 657-204-3264, Conference ID: 853 199 51#.

FLAG SALUTE

The flag salute was led by Mayor/Chair/President Moss.

ROLL CALL

PRESENT: Cory C. Moss, Mayor/Chair/President
Cathy Marcucci, Mayor Pro Tem/Vice-Chair/Board Member
Abraham Cruz, Council Member/Board Member
Mark Radecki, Council Member/Board Member
Newell W. Ruggles, Council Member/Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Joshua Nelson, Director of Public Works/City Engineer; Jamie M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were none.

ACTION ITEMS

5.1 CONSIDERATION OF RESOLUTION NO. CC 2020-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING A GRANT PROGRAM TO ASSIST LOCAL BUSINESSES WITH THE COSTS ASSOCIATED WITH COVID-19 TESTING FOR CITY OF INDUSTRY BASED EMPLOYEES

RECOMMENDED ACTION:
authorize funding for the grant program.

Adopt Resolution No. CC 2020-16 and

JOINT SPECIAL MEETING MINUTES OF THE CITY OF INDUSTRY
CITY COUNCIL, SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY, INDUSTRY PUBLIC
UTILITIES COMMISSION, AND
INDUSTRY PUBLIC FACILITIES AUTHORITY

JUNE 11, 2020
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Assistant City Manager, Bing Hyun provided a staff report explaining the program basics. He was also available to answer any questions.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2020-16 AND AUTHORIZE FUNDING FOR THE GRANT PROGRAM. 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

City Attorney James M. Casso, asked Council/Board Member Cruz if he would recuse himself on Closed Session items 6.3 and 6.4, since he had a conflict of interest, of which Council/Board Member Cruz agreed. Attorney Casso suggested reviewing items 6.1, 6.2, and 6.5 along with the Closed Session item 11.1, on the regular City Council Meeting first, then proceed with Items 6.3 and 6.4 last.

At the conclusion of Closed Session, Action Item 5.2 of the Joint Special Meeting will be addressed.

6. CLOSED SESSION

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

- 6.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:
- Property: 15430 Proctor Avenue, City of Industry, CA also known as Assessor's Parcel Number 8208-027-014
 - Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
 - Negotiating Parties: Gaytan Group, LLC, Owner
 - Under Negotiation: Price and terms of payment

JOINT SPECIAL MEETING MINUTES OF THE CITY OF INDUSTRY
CITY COUNCIL, SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY, INDUSTRY PUBLIC
UTILITIES COMMISSION, AND
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- 6.2 Conference with real property negotiators pursuant to Government Code Section 54956.8:
Property: Remnant land parcel adjacent to 16908 Chestnut Street, City of Industry, CA, known as Assessor's Parcel Numbers 8242-012-903, 8242-012-904, 8242-013-902, and 8242-013-903
Agency Negotiators: Troy Helling, City Manager
Bing Hyun, Assistant City Manager
Negotiating Parties: Industry Chestnut St, LLC
Under Negotiation: Price and terms of payment
- 6.3 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: *City of Industry v. San Gabriel Valley Water and Power, LLC, et al.*
Superior Court of California, County of Los Angeles
Case No. 19STCV10150
- 6.4 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: *Hayes v. City of Industry*
Superior Court of California, County of Los Angeles
Case No. 19STCV10863
- 6.5 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Six potential cases

Mayor/Chair/President Moss recessed the meeting into Closed Session at 9:38 a.m.

Mayor/Chair/President Moss reconvened the meeting at 12:15 p.m. All members of the City Council were present except for Council Member/Board Member Cruz.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 6.1 and 6.2, direction was given to the Agency Negotiators. No final action was taken.

JOINT SPECIAL MEETING MINUTES OF THE CITY OF INDUSTRY
CITY COUNCIL, SUCCESSOR AGENCY TO THE INDUSTRY
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With regard to Closed Session items 6.5, direction was given to the City Attorney's Office. No final action was taken.

With regard to Closed Session items 6.3 and 6.4, City Attorney Casso announced for the record, Council Member/Board Member Cruz recused himself and left the meeting at 10:42 a.m. and did not participate. Direction was given to the City Attorney's Office. No final action was taken. Nothing further to report.

5.2 PRESENTATION AND DISCUSSION REGARDING THE FY 2020-2021 PROPOSED BUDGET

RECOMMENDED ACTION:

Provide direction to Staff.

Director of Finance, Yamini Pathak provided a staff report and Director of Public Works/City Engineer, Josh Nelson provided additional information. Both were available to answer any questions.

The Council was in agreement that no changes to the presentation were needed. This item will come back for approval at the next regular City Council Meeting on June 25, 2020.

ADJOURNMENT

There being no further business, the Joint Special Meeting adjourned at 12:49 p.m.

CORY MOSS
MAYOR/CHAIR/PRESIDENT

JULIE ROBLES
CITY CLERK/SECRETARY

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 25, 2020
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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., telephonically using Conference Call Number, 657-204-3264, Conference ID: 645 895 842#.

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; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 25, 2020

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

5.2 CONSIDERATION OF A PROPERTY PURCHASE AGREEMENT WITH SAN GABRIEL VALLEY WATER COMPANY IN THE AMOUNT OF \$73,619.93 FOR RIGHT OF WAY LOCATED AT 14604 NELSON AVENUE (MP 09-05)

RECOMMENDED ACTION: Approve the Agreement.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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5.3 CONSIDERATION OF A PURCHASE AND SALE AGREEMENT WITH SAN GABRIEL VALLEY WATER COMPANY IN THE AMOUNT OF \$237,000.00 FOR PROPERTY LOCATED AT SOUTHWEST CORNER OF WORKMAN MILL ROAD AND CROSSROADS PARKWAY

RECOMMENDED ACTION: *Approve the Agreement.*

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE CONSENT CALENDAR. 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

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2020-16 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2019-50 AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND CITY ELECTED AND APPOINTED OFFICIALS FOR FISCAL YEAR 2020-2021

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-16.*

City Manager Troy Helling, stated that the resolution was a 2% cost of living increase and that this is updated annually. He was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. 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

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6.2 CONSIDERATION OF RESOLUTION NO. CC 2020-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY’S FISCAL YEAR 2020-21 OPERATING BUDGET AND FISCAL YEAR 2020-21 CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-17.*

Director of Finance Yamini Pathak, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2020-17. 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 2020-18 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE CREATION OF A CITY OPERATING RESERVE FUND, SPECIAL REVENUE OPERATING RESERVE, ENTERPRISE FUND OPERATING RESERVE, AND A CITY CAPITAL IMPROVEMENT RESERVE FUND, AND AUTHORIZING CERTAIN APPROPRIATIONS TO VARIOUS FUNDS

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-18.*

Director of Finance Yamini Pathak, 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 2020-18. 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

6.4 CONSIDERATION OF RESOLUTION NO. CC 2020-20 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING VEHICLE MILES TRAVELED THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-20.

Assistant City Manager Bing Hyun, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2020-20. 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

6.5 CONSIDERATION OF RESOLUTION NO. CC 2020-21 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-21.

Development Services Manager, Kathy Tai provided a staff report and was available to answer any questions.

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MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY MAYOR MOSS TO ADOPT RESOLUTION NO. CC 2020-21. 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

6.6 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH HISTORICAL RESOURCES, INC., FOR ADMINISTRATION AND MANAGEMENT SERVICES AT THE HOMESTEAD MUSEUM, IN THE AMOUNT OF \$1,650,000 FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2023

RECOMMENDED ACTION: Approve the Agreement.

Assistant City Manager Bing Hyun, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE AGREEMENT. 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

6.7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE MAPS LLC, TO PROVIDE TECHNICAL SUPPORT SERVICES FOR THE DEPLOYMENT OF AMAZON WEB SERVICES INFRASTRUCTURE FOR ARCGIS ENTERPRISE, IN AN AMOUNT NOT TO EXCEED \$25,000.00, THROUGH JANUARY 28, 2021

RECOMMENDED ACTION: Approve the Agreement.

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Tim Bowser with CNC Engineering provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND COUNCIL MEMBER RADECKI TO APPROVE THE AGREEMENT. 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

6.8 CONSIDERATION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR FINANCIAL ADVISORY SERVICES WITH NHA ADVISORS, LLC EXTENDING THE AGREEMENT TO JUNE 30, 2025, REVISING THE SCOPE OF SERVICES, AND RATE SCHEDULE

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Finance Yamini Pathak, provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE THE AMENDMENT. 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

CITY MANAGER REPORTS

City Manager, Troy Helling, suggested that we cancel the fireworks show and instead join the City of La Puente with a lunch program. The program would cost \$10,000.00 and would cost considerably less than the fireworks show. The lunch program would help out the community through the summer months. The Council Members thought this would be a good idea and was in agreement.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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City Manager Troy Helling also mentioned that the front counter would be open to the public starting July 6, 2020.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss mentioned that the funding for the 57/60 Confluence Project through a grant application to the Federal Government was denied. The City would not be getting financial help this year.

Council Member Radecki said that seven years ago today, the Korean War began and asked that we close this meeting on their behalf.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:52 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 9, 2020
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., telephonically using Conference Call Number, 657-204-3264, Conference ID: 547 226 700#.

FLAG SALUTE

The flag salute was led by Mayor Moss.

ROLL CALL

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

ABSENT: Abraham Cruz, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Josh Nelson, Director of Public Works/City Engineer; James M. Casso, City Attorney; and Julie Robles, City Clerk.

PUBLIC COMMENTS

There were no public comments.

Presentation on the Metro Eastbound SR-57/SR-60 Interchange Improvements by Raul Velazquez of Arellano Associates – The presentation was made by Project Manager, Roberto Machuca, from Metro.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 9, 2020

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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6.2 CONSIDERATION OF THE MINUTES OF THE FEBRUARY 27, 2020 REGULAR MEETING AND THE APRIL 9, 2020 REGULAR MEETING

RECOMMENDED ACTION: *Approve as submitted.*

6.3 CONSIDERATION OF RESOLUTION NO. CC 2020-19 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2020-2021

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-19.*

6.4 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION: *Approve as submitted.*

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. CC 2020-22 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO MEGAN’S WINGS, INC., IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR THE 16TH ANNUAL MEGAN’S VIRTUAL RUN/WALK FOR A CURE

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-22.*

Public Affairs Manager, Sam Pedroza provided a staff report and was available to answer any questions.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO ADOPT RESOLUTION NO. CC 2020-22. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

7.2 CONSIDERATION OF APPOINTMENTS FOR TWO (2) VACANT SEATS ON THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (CRIA)

RECOMMENDED ACTION: Discuss and make appointments to CRIA and/or provide additional direction to staff.

City Manager, Troy Helling explained to the Council that two (2) four-year term appointments are expiring on July 14, 2020, two applications were received and suggested filling the appointments with these two applicants.

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO APPOINT LARRY HARTMANN AND ERIC BENAVIDEZ TO THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (CRIA) BOARD. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

7.3 CONSIDERATION OF A LICENSE AGREEMENT WITH ROWLAND WATER DISTRICT FOR ACCESS TO ASSESSOR'S PARCEL NO. 8264-004-908 LOCATED AT 1123 SOUTH HATCHER AVENUE, FOR TEMPORARY STAGING OF CONSTRUCTION MATERIALS AND EQUIPMENT

RECOMMENDED ACTION: Approve the License Agreement.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 9, 2020
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Development Services Manager, Kathy Tai provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE LICENSE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY MANAGER REPORTS

City Manager, Troy Helling, reported on three items. 1) City Hall will be open to the public starting Monday, July 13, 2020 from 9:00 a.m. to Noon and again from 1:00 p.m. to 4:00 p.m., although it is encouraged to continued using online services when possible. 2) CNC Engineering is helping the Sheriff's department with the installation of plexiglass barriers. 3) We are continuing to help local businesses with PPE, assisting local food banks, and the lunch program at Workman High School with the city of La Puente.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

11.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: *Hayes v. City of Industry*
Superior Court of California, County of Los Angeles
Case No. 19STCV10863

City Attorney, James M. Casso reported this item was pulled.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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ADJOURNMENT

There being no further business, the City Council adjourned at 9:34 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
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, Director of Public Works/City Engineer

DATE: August 13, 2020

SUBJECT: Consideration of Amendment No. 1 to the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments for the implementation of the San Gabriel Valley Regional Vehicle Miles Travelled Analysis Model extending the Agreement through July 31, 2025

Background:

The passage of SB 743 (Steinberg, 2013) in California changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) in the review of land use and transportation plans and projects. SB 743 prohibits identification of automobile delay as a significant impact on the environment within CEQA transportation analysis, thereby removing Level of Service (LOS) as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research (OPR) to develop revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. OPR subsequently selected Vehicles Miles Travelled (VMT) as the preferred metric to comply with SB 743.

As a result of these changes, lead agencies under CEQA will be required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact under CEQA beginning July 1, 2020. In order to properly evaluate impacts, it will be necessary for local agencies to establish methodologies and quantified thresholds from which to determine levels of significance.

On March 26, 2020, the City Council approved a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for the implementation of the VMT analysis model. Twenty-Six (26) cities in the San Gabriel Valley are participating in the mode. The City had no methodology or mechanism in place to transition to these new requirements. SGVCOG selected Fehr and Peers as the most qualified firm to provide professional consultant services to complete the San Gabriel Valley Regional VMT

Analysis Model. The City Council authorized the payment for these services in the amount of \$14,855. Since all 26 cities participated, the City was only required to contribute \$12,229.00.

This project is analyzing existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It is resulting t in recommendations for establishing methodology, thresholds, and technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in the local jurisdictions within the San Gabriel Valley. Currently, City Staff have been participating in the ongoing calls hosted by Fehr & Peers and have selected thresholds of significance for VMT analysis.

On June 25, 2020, the City adopted Resolution 2020-20 adopting VMT thresholds of significance for the purposes of analyzing transportation Impacts under CEQA and Notice of Exemption regarding same.

Discussion:

Amendment No. 1 to the MOA adds the implementation of a web based Regional VMT analysis tool which will include the City's databases with VMT decision points as adopted by the City. The web-based tool will be available to the public and will enable developers to perform an initial evaluation of VMT impacts for proposed projects. The terms of the MOA will be extended through July 31, 2025 with an additional cost up to \$2,750.00.

Fiscal Impact:

The fiscal impact for Amendment No. 1 will be up to \$2,750.00. This is the maximum additional payment. In the event all 26 participating cities execute this Amendment, the cost will be \$2,500.00. (Account No. 100-622-5120.01).

Recommendation:

Staff recommends that the City Council approve Amendment No. 1 to the Memorandum of Agreement with the San Gabriel Valley Council of Governments.

Exhibit:

- A. Amendment No. 1 to the Memorandum of Agreement with the San Gabriel Valley Council of Governments, dated August 13, 2020.
- B. Memorandum of Agreement with the San Gabriel Valley Council of Governments, dated March 26, 2020

TH/JN:as

EXHIBIT A

Amendment No. 1 to the Memorandum of Agreement with the San Gabriel Valley
Council of Governments, dated August 13, 2020

[Attached]

**AMENDMENT NO. 1 TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF INDUSTRY FOR
PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS
MODEL**

This Amendment No. 1 (“Amendment”) to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments (the “SGVCOG”) and the City of Industry (the “City”) For Participation of the San Gabriel Valley Regional VMT Analysis Model, dated March 26, 2020 (the “MOA”) shall be effective upon the date executed by both Parties hereto (“Effective Date”).

RECITALS

- A. SGVCOG and City entered into the MOA to develop the San Gabriel Valley Regional VMT Analysis Model; and
- B. SGVCOG and City hereby agree to amend the MOA pursuant to this Amendment to add a web-based Regional VMT Analysis Tool (“Analysis Tool”) to the scope of work, increase the compensation to paid to SGVCOG by \$2,750 and extend the term of the MOA to July 31, 2025; and.
- C. SGVCOG and City hereby agree to amend the Agreement under Amendment No. 1 to add a web-based Regional VMT Analysis Tool (“Analysis Tool”), which will include individual city data bases with VMT decision points as adopted by City, update on a quarterly basis the Los Angeles County Assessor Parcel data, and associated web-based mapping. Standard maintenance on all data and applications will be provided and data will be updated when new versions become available.

NOW THEREFORE, the Parties agree to amend the Agreement amended as follows:

- I. Article I. Term, shall be deleted in its entirety and replaced with the following:
“The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through July 31, 2025. Such term may be extended upon written agreement of both parties to this Agreement.”
- II. Article II. Responsibilities of the Parties, Section A. Subsections 1, 5, and 7 shall be deleted in their entirety and replaced with the following:
 - “1. Undertake procurement and management of consultant(s) to complete the Model and maintain the Analysis Tool. Execute contracts with the consultant for the development of the Model and maintenance of the Analysis Tool.
 - “5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model and maintenance of the Analysis Tool.

“7. Submit two invoices to the City, in an amount that does not exceed \$14,979.00, as follows:

- The payment of the first invoice will be due within thirty (30) days upon the City’s receipt of the first invoice for \$12,229.00.
- The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.”

III. Article II. Responsibilities of the Parties, Section B. Subsections 1 and 3 shall be deleted in their entirety and replaced with the following:

“1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model and maintenance of the Analysis Tool, as necessary.

“3. Actively engage in the development of the Model and maintenance of the Analysis Tool including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.”

IV. Article IV. Section A, shall be deleted in its entirety and replaced with the following:

“A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model and maintenance of the Analysis Tool.”

V. Integration. This Amendment amends, as set forth herein, the MOA and except as specifically amended herein the MOA shall remain in full force and effect. To the extent there is any conflict between this Amendment and the MOA, the terms and provisions of this Amendment shall control. This Amendment and the MOA, including any exhibits attached to the MOA, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

The Parties hereby enter into this Amendment No. 1 upon the Effective Date as is set forth above.

CITY OF INDUSTRY

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

City Attorney

SGVCOG General Counsel

EXHIBIT B

Memorandum of Agreement with the San Gabriel Valley Council of Governments, dated
March 26, 2020

[Attached]

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF INDUSTRY FOR PARTICIPATION OF THE SAN
GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of March 26, 2020 (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model (“Model”), to obtain Vehicle Miles Travelled (“VMT”) thresholds and mitigation measures, as well as a VMT evaluation tool, specific to the City, for development projects as set forth in the Scope of Work from the Request for Proposal for Model, attached hereto as Exhibit “A” and incorporated herein by this reference.
- C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Recitals are made a substantive part of this Agreement and the Parties further agree as follows:

I. TERM:

The term of this MOA shall commence as of the Effective Date, and shall continue through December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
2. Manage all invoicing and billing.
3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
4. Coordinate with the consultant to ensure consultant’s participation in calls and meetings.

5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
6. Review and provide comments on draft communications and documents related to MOA products.
7. Submit one invoice to the City, in the amount that does not exceed \$14,855.00, as follows:
 - The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Joshua Nelson, Director of Public Works

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its

obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.
- C. To the extent allowed by State law, SGVCOG shall require that the consultant(s) defend and indemnify the City and its elected officials, officers, agents, employees, and volunteers (the "City Indemnitees") from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against the City arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Work, in the agreement between the consultant and SGVCOG; provided that SGVCOG shall not be liable to the City Indemnitees by way of agency or any other theory of liability for any such Claims..

VI. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
Management Analyst
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: Troy Helling
City Manager
15625 Stafford Street
Industry, CA 91744
626-333-2211
telling@cityofindustry.org

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

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue

shall be a court of competent jurisdiction located in Los Angeles County, California.

- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.
- L. 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.

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

FOR THE CITY OF INDUSTRY

By: 
Troy Helling
City Manager

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____ *Marisa Creter* _____
Marisa Creter
Executive Director

ATTEST:


Julie Gutierrez-Robles, City Clerk

ATTEST:

_____ *Marisa Creter* _____
Marisa Creter,

APPROVED AS TO FORM:


James M. Casso
City Attorney

APPROVED AS TO FORM:

_____ *David DeBerry* _____
David DeBerry
General Counsel

EXHIBIT A
SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant

with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects

To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects

The Consultant shall work with each participating City to identify projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 Deliverable: Memorandum on Sample Projects.

Task 6 - Traffic Impact Analysis Guidelines

The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support

The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 Deliverable: Public Meeting Attendance

CITY COUNCIL

ITEM NO. 7.4



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: August 13, 2020

SUBJECT: Consideration of ratifying a License Agreement with Pavement Coatings Co., for Access to Assessor's Parcel No. 8262-015-900 and 8262-015-901 located at the northwest corner of Industry Hills Parkway and South Azusa Avenue, for temporary staging of construction materials and equipment

Background:

Pavement Coatings Co. ("Pavement Coatings") contacted the City regarding the temporary use of City owned property located at the northwest corner of Industry Hills Parkway and South Azusa Avenue ("Property"). Pavement Coatings was seeking a temporary staging area while re-slurrying streets for Los Angeles County Public Works between July 13, 2020 and July 22, 2020. Due to the proximity to the project and its availability, the Property was ideal for a staging area.

Discussion:

Due to the timeline of the project, the City Manager authorized the License Agreement with Pavement Coatings on July 13, 2020, as staff was not able to present to City Council. In lieu of compensation, Pavement Coatings will slurry seal the lower parking lot located at Pacific Palms. At this time, staff is requesting the City Council ratify the License Agreement with Pavement Coatings for the use of the property.

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1.) Staff recommends that the City Council ratify the approval of the License Agreement with Pavement Coatings Co., dated July 13, 2020.

Exhibit:

A. License Agreement with Pavement Coatings Co., dated July 13, 2020

TH/BH:yp

EXHIBIT A

License Agreement with Pavement Coatings Co., dated July 13, 2020

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **July 13, 2020**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Pavement Coatings Co., a California Corporation (“**Licensee**”) Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of certain property located at the northwest corner of Industry Hills Parkway and South Azusa Avenue, City of Industry, CA 91744, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel Nos.** 8262-015-900 and 8262-015-901, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises as a temporary staging area for construction materials and equipment; and

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

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, for a temporary staging area for construction materials and equipment (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept in lieu of payment the slurry seal for the Licensor owned parking lot on the southwest corner of Industry Hills Parkway and South Azusa Avenue, City of Industry, CA 91744, Assessor’s Parcel Nos. 8262-012-274, 8262-012-275, and 8262-015-901, (“**License Payment**”) for the use of the Premises. Payment shall be due before the Agreement term ends.

3. Permitted Use. The Permitted Use is hereby defined to include storage of materials and equipment such as ductile iron/steel pipe, fittings, aggregates-sand, temp cold mix, clean dirt for

backfill, backhoe, traffic delineators, and a storage container. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Prior to commencement of the Permitted Use, Licensee shall install a temporary construction fence around the staging area (unless permanent fence exists) on the Premises. During the term of the License, Licensee shall place drip pans under staged equipment, straw waddle and filter fabric over nearby catch basins, and any active stock piles must be covered during rain events to prevent runoff. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement, which shall include removal of the temporary construction fence (unless permanent fence exists).

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“**Permits**”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

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

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

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

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(d) Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Licensor providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.”

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee’s use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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

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

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

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

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

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

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Licensee is insured through the Association of California Water Agencies Joint Powers Insurance Authority and the City hereby approves of that insurer.

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

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

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 7 will be limited to the extent of any contributory negligence of Licensor.

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises and/or the Property during the term of the Lease (sometimes herein collectively referred to as "**Contamination**"), except to the extent caused by the Licensor or its agents, contractors or employees during the Licensor's ownership of the Property prior to the commencement of the Agreement or solely caused by the Licensor or its agents, contractors or employees during the term of the Agreement. Licensee's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at Licensee's sole cost.

Release and Waiver. Licensee hereby releases and waives all rights, causes of action and claims Licensee has or may have in the future against the City Indemnitees arising out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Premises, except to the extent caused or permitted by Licensor or its contractors, agents, or employees prior to conveyance to the Licensee or caused by Licensor during the term of the Lease.

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

(2) As used in this Agreement, the term "**Environmental Response Costs**" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42

U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are a material element of the consideration to Licensor for the performance of its obligations under this Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate on **July 31, 2020**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

Licensor: Troy Helling

City Manager
15625 East Stafford Street
City of Industry, CA 91744
Tel: (626) 333-2211
thelling@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Pavement Coatings Co.
10240 San Sevaine Way
Jurupa Valley, CA 91752
Tel: (714) 826-3011

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

PAVEMENT COATINGS CO.

By: _____
Troy Helling, City Manager

By: _____
Name:
Title:

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessor Parcel Numbers (APNs) 8262-015-900 and 8262-015-901 are located at northwest corner of Industry Hills Parkway and South Azusa Avenue, City of Industry, CA 91744. The area identified as "Project Site" in the map below by a red perimeter lines with red shading identifies the area of the Premises, where the Permitted use shall occur.



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*

DATE: August 13, 2020

SUBJECT: Consideration of a Resolution approving a donation to the Delhaven Community Center in the amount of \$33,000 to help with its after school programs

Background:

Delhaven Community Center is a locally based non-profit 501(c)(3) charitable organization that works with our community's special needs population, at-risk children as well as young adults and families. Recently, given the COVID-19 pandemic, Delhaven has been selected to work with the Hacienda - La Puente Unified School District in its ASES Program, assisting students and families as the distance learning school year begins this month.

During the pandemic, Delhaven has supported its ASES staff by providing continued employment with no layoffs, provided no-cost PPE and food support to its ASES staff and families and working with Industry and the City of La Puente in distributing lunch and snacks throughout the summer, and offered asynchronous programming to keep local students active, engaged and continually learning.

This donation will assist Delhaven in enhancing its online afterschool programs to help local students with homework; daily discussion topics; physical fitness components; and enrichment activities in the Arts, Sciences, Nutrition, and much more.

Recommendation:

Staff recommends that the City Council approve the \$33,000.00 contribution to the Delhaven Community Center and recommends that the City Council adopt Resolution No. CC 2020-24.

Exhibits:

A.. Resolution No. CC 2020-24

RESOLUTION NO. CC 2020-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE DELHAVEN COMMUNITY CENTER IN THE AMOUNT OF THIRTY THREE THOUSAND DOLLARS (\$33,000.00) FOR ITS AFTER SCHOOL EDUCATION AND SAFTY PROGRAM IN PARTNERSHIP WITH HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

RECITALS

WHEREAS, the Delhaven Community Center is locally based non-profit 501(c)(3) charitable organization that works with our community's special needs population, at risk children, young adults and families; and

WHEREAS, to support and directly aid the special needs population, at risk children, young adults and families during the COVID-19 pandemic, City Staff is proposing that the City donate \$33,000.00 to the Delhaven Community Center; and

WHEREAS, the City's donation serves a public purpose in that Delhaven Community Center offers programs to meet the challenges of COVID era after school programs. Delhaven is helping to meet the needs of students and families, particularly as the distance learning school year begins. Delhaven is providing important services to the Hacienda - La Puente Unified School District to assist its students and families in need; and

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

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

SECTION 1: 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 in that Delhaven Community Center is a locally based non-profit organization that works positively to impact the lives of kids, young adults and families and negatively impacted by the COVID-19 pandemic and by providing assistance with after school programs serving families, including those in the greater City of Industry community.

SECTION 3: The City Council approves a donation to the Delhaven Community Center in the amount of Thirty Three Thousand Dollars (\$33,000.00).

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 August 13, 2020, 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, Director of Public Works/City Engineer
James Cramsie, Director of Engineering, CNC Engineering *JC*

DATE: August 13, 2020

SUBJECT: Consideration of Award of Contract No. CITY-1458 Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements, to Gentry Bros., Inc. in the amount of \$498,028.00, and adopt a Notice of Exemption regarding same (MP 11-02)

Background:

On April 23, 2020, the City Council authorized solicitation of public bids for Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements, for an estimated cost of \$670,000.00. This project was bid to procure a contractor to construct dual right turn pockets from eastbound Temple Avenue to southbound Azusa Avenue. The scope of work includes removing existing AC pavement and reconstructing with PCC pavement; widening of the curb return, street light relocation, traffic signal modifications, as well as signing and striping.

On June 5, 2020, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 75 vendors. The bid was viewed by 24 prospective bidders. Appropriate trade journals also were notified on June 5, 2020, and the bid was advertised on June 9, 2020, and June 16, 2020 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until June 26, 2020 at 5:00 p.m. in the City's Planetbids™ vendor portal.

City staff has determined that this project is subject to review under the California Environmental Quality Act ("CEQA"), however, it falls within the Categorical Exemption, Section 15301 Class 1, minor alteration of existing public facilities. As set forth above, the project involves the construction of an additional right turn pocket along with associated traffic signal modifications, and pursuant to Section 15301 of the CEQA Regulations, the repair, maintenance, or minor alteration of existing facilities is exempt, as long as there is no expansion (or only negligible expansion) of the use. Here, Staff is proposing to improve the safety of the roadway by constructing an additional right turn pocket to reduce the

queuing of right turning vehicles into the through lanes. The project does not result in an expansion of the use. Based on the foregoing, Staff is recommending that the City Council adopt a Notice of Exemption for the project.

Discussion:

The bid process closed on July 8, 2020. Thirteen (13) bids were received and the review of bids has found that Gentry Bros., Inc. (“Gentry Bros”) 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 Bros is the lowest bidder. The Engineer’s Estimate for this project was \$670,000.00, which includes a 10% contingency.

Bidders	Bid Prices
Gentry Bros., Inc.	\$498,028.00
FS Contractors, Inc.	\$574,300.00
Hardy & Harper, Inc.	\$610,000.00
Sialic Contractors Corporation	\$625,332.00
Alfaro Communications Construction, Inc.	\$629,855.00
Pub Construction, Inc.	\$683,535.00
Palp	\$709,290.00
Access Pacific, Inc.	\$715,175.00
Calpromax Engineering, Inc.	\$756,650.00
HYM Engineering, Inc.	\$763,775.00
YAKAR	\$894,512.50
All American Asphalt	\$945,038.50
EBS General Engineering, Inc.	\$1,092,771.50

Fiscal Impact:

The fiscal impact is \$498,028.00. A contingency for potential change orders of 10 percent of the contract is requested in the amount of \$49,802.80. In the Fiscal Year 20-21 Capital Improvement Project budget, \$400,000.00 was approved for construction of this project. An appropriation of \$147,830.80 is requested from the 2015 Bond Proceeds to City Capital Improvements-Signals/Safety Devices-Construction Costs (Account No. 120-704-5205) (MP 11-02).

Recommendations:

- 1) Staff recommends that the City Council consider the results of the Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements bid and award the bid to Gentry Bros, Inc., and adopt a notice of exemption regarding same; and

- 2) Appropriate \$147,830.80 from the 2015 Bond Proceeds to City Capital Improvements-Signals/Safety Devices-Construction Costs (Account No. 120-704-5205); and
- 3) Authorize the City Manager and the City Engineer to approve change orders up to ten percent of the contract cost.

Exhibits:

- A. Bid Results
 - B. Bid Schedule Packet (Page A-12 and Pages C-5R through C-11)
 - C. Contractor's State of California and Department of Industrial relations License Detail
 - D. Notice of Exemption
-

JC/AL:as

EXHIBIT A

Bid Results

[Attached]

Item Num	Description	Unit of Measure	Quantity	Genly Brothers, Inc. - Unit Price	Genly Brothers, Inc. - Line Total	Genly Brothers, Inc. - Response	FS Contractors, Inc. - Unit Price	FS Contractors, Inc. - Line Total	FS Contractors, Inc. - Response	Hardy & Harper, Inc. - Unit Price	Hardy & Harper, Inc. - Line Total	Hardy & Harper, Inc. - Response	Sabic Contractors Corporation - Unit Price	Sabic Contractors Corporation - Line Total	Sabic Contractors Corporation - Response	Altair Communications Construction, Inc. - Unit Price	Altair Communications Construction, Inc. - Line Total	Altair Communications Construction, Inc. - Response	Pub Construction, Inc. - Unit Price	Pub Construction, Inc. - Line Total	Pub Construction, Inc. - Response
1	Mobilization	LS	1	\$25,000.00	\$25,000.00	Yes	\$50,000.00	\$50,000.00	Yes	\$53,875.00	\$53,875.00	Yes	\$30,000.00	\$30,000.00	Yes	\$8,000.00	\$8,000.00	Yes	\$35,000.00	\$35,000.00	Yes
2	Preparation and Implementation of the Storm Water Pollution Prevention Plan	LS	1	\$10,150.00	\$10,150.00	Yes	\$5,000.00	\$5,000.00	Yes	\$12,000.00	\$12,000.00	Yes	\$22,782.00	\$22,782.00	Yes	\$1,950.00	\$1,950.00	Yes	\$1,950.00	\$1,950.00	Yes
3	PC Pavement Removal	SF	5000	\$3.00	\$15,000.00	Yes	\$2.00	\$10,000.00	Yes	\$10.00	\$50,000.00	Yes	\$7.00	\$35,000.00	Yes	\$4.00	\$20,000.00	Yes	\$3.00	\$15,000.00	Yes
4	PC Pavement Removal	SF	1500	\$6.00	\$9,000.00	Yes	\$2.50	\$3,750.00	Yes	\$10.00	\$15,000.00	Yes	\$22.00	\$33,000.00	Yes	\$5.00	\$7,500.00	Yes	\$4,500.00	\$4,500.00	Yes
5	Remove FCC Curb and Gutter or Curb	LF	375	\$10.00	\$3,750.00	Yes	\$15.00	\$5,625.00	Yes	\$20.00	\$7,500.00	Yes	\$55.00	\$20,625.00	Yes	\$9.375.00	\$3,500.00	Yes	\$13,125.00	\$13,125.00	Yes
6	Remove FCC Sidewalk with "C" Curb, Including Ramp and	SF	4675	\$4.00	\$18,700.00	Yes	\$3.00	\$14,025.00	Yes	\$5.00	\$23,375.00	Yes	\$10.00	\$46,750.00	Yes	\$18,700.00	\$18,700.00	Yes	\$65,450.00	\$65,450.00	Yes
8	Remove Tree and Stump	EA	2	\$2,200.00	\$4,400.00	Yes	\$1,000.00	\$2,000.00	Yes	\$1,600.00	\$3,200.00	Yes	\$300.00	\$600.00	Yes	\$150.00	\$300.00	Yes	\$1,217,575.00	\$1,217,575.00	Yes
9	New Improvement and Include Refurbishment of Irrigation System to Match Adjacent Area	LS	1	\$5,000.00	\$5,000.00	Yes	\$10,000.00	\$10,000.00	Yes	\$30,000.00	\$30,000.00	Yes	\$19,000.00	\$19,000.00	Yes	\$39,600.00	\$39,600.00	Yes	\$2,500.00	\$2,500.00	Yes
10	Contract PCC Curb and Gutter per City of Industry Standard Plan No. 112, Type A2	LF	300	\$55.00	\$16,500.00	Yes	\$65.00	\$19,500.00	Yes	\$55.00	\$16,500.00	Yes	\$40.00	\$12,000.00	Yes	\$60.00	\$18,000.00	Yes	\$75.00	\$22,500.00	Yes
11	Contract "F" PCC Curb to Match Existing	LF	150	\$45.00	\$6,750.00	Yes	\$40.00	\$6,000.00	Yes	\$45.00	\$6,750.00	Yes	\$40.00	\$6,000.00	Yes	\$45.00	\$6,750.00	Yes	\$55.00	\$8,250.00	Yes
12	Contract "F" PCC Sidewalk per City of Industry Standard Plan No. 115	SF	3400	\$6.00	\$20,400.00	Yes	\$10.00	\$34,000.00	Yes	\$11.00	\$37,400.00	Yes	\$7.00	\$23,800.00	Yes	\$7.00	\$23,800.00	Yes	\$13.50	\$45,900.00	Yes
13	Contract Refurbish Ramp per City of Industry Standard Plan 12L Including detectable warning surface, in accordance with Caltrans Revised Standard Plan 888A.	EA	1	\$4,000.00	\$4,000.00	Yes	\$5,000.00	\$5,000.00	Yes	\$6,500.00	\$6,500.00	Yes	\$5,000.00	\$5,000.00	Yes	\$7,800.00	\$7,800.00	Yes	\$7,500.00	\$7,500.00	Yes
14	Apply Concrete Pavement/Asphalt Concrete Pavement	Tom	30	\$100.00	\$3,000.00	Yes	\$200.00	\$6,000.00	Yes	\$170.00	\$5,100.00	Yes	\$240.00	\$7,200.00	Yes	\$245.00	\$7,350.00	Yes	\$660.00	\$19,800.00	Yes
15	Contract "F" PCC Pavement with Contact Joint with Key	CF	445	\$50.00	\$22,250.00	Yes	\$50.00	\$22,250.00	Yes	\$45.00	\$20,250.00	Yes	\$40.00	\$17,800.00	Yes	\$16.00	\$7,120.00	Yes	\$40.00	\$17,800.00	Yes
16	Contract PCC Curb, CF-24 "F" or variable as shown on Plans	LF	175	\$50.00	\$8,750.00	Yes	\$80.00	\$14,000.00	Yes	\$85.00	\$14,875.00	Yes	\$99.00	\$17,325.00	Yes	\$70.00	\$12,250.00	Yes	\$270.00	\$47,250.00	Yes
18	Traffic Signal Modifications	LS	1	\$103,816.80	\$103,816.80	Yes	\$100,000.00	\$100,000.00	Yes	\$90,000.00	\$90,000.00	Yes	\$127,000.00	\$127,000.00	Yes	\$102,500.00	\$102,500.00	Yes	\$76,760.00	\$76,760.00	Yes
19	Remove Markers, Markings and Traffic Striping	LS	1	\$21,000.00	\$21,000.00	Yes	\$20,000.00	\$20,000.00	Yes	\$18,000.00	\$18,000.00	Yes	\$5,000.00	\$5,000.00	Yes	\$9,000.00	\$9,000.00	Yes	\$20,000.00	\$20,000.00	Yes
20	Streetlight Relocation	LS	1	\$16,711.20	\$16,711.20	Yes	\$16,000.00	\$16,000.00	Yes	\$10,000.00	\$10,000.00	Yes	\$12,500.00	\$12,500.00	Yes	\$529,855.00	\$529,855.00	Yes	\$569,535.00	\$569,535.00	Yes
Subtotal				\$498,028.00	\$498,028.00		\$574,300.00	\$574,300.00		\$610,000.00	\$610,000.00		\$525,332.00	\$525,332.00		\$529,855.00	\$529,855.00		\$569,535.00	\$569,535.00	

EXHIBIT B

Bid Schedule Packet (Page A-12 and C-5R through C-11)

[Attached]

BID BOND

PROJECT NO. 458

TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS

CONTRACT NO. CITY-1458

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 FOUR NINE THOUSAND EIGHT HUNDRED
TWO DOLLARS EIGHTY CENTS [IN WORDS]
dollars (\$ 49,812.80), 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.

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
11th day of June, 2020.

BIDDER:

SURETY:

Name: Gentry Brothers, Inc.

Name: Federal Insurance Company

Address: 384 E. Live Oak Avenue

Address: 555 South Flower St., 3rd Floor

Irwindale, CA 91706-1313

Los Angeles, CA 90071

By: Wayne Gentry

By: Matthew J. Coats

Signature: [Signature]

Signature: [Signature]

Type Name and Title: Wayne Gentry CEO

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)

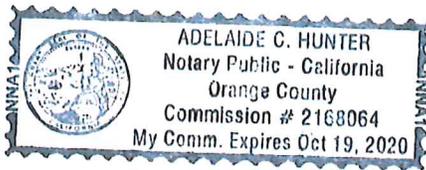
On JUN 11 2020 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer

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 A. Hunter
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

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

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 28th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 28th day of August, 2019, 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 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 Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 18, 2024

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

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 Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 11th day of June, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

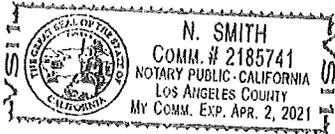
On July 8, 2020 before me, N. Smith
(here insert name and title of the officer)
personally appeared Wayne Gentry

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.



Handwritten signature of N. Smith in cursive script.

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 - Temple Avenue Dual Right Turn

**Shading Indicates
Items Revised In
Addendum No. 1**

PLEASE NOTE THAT UNIT PRICES SHALL ONLY BE ENTERED ONLINE WITHIN THE PLANETBIDS™ SOFTWARE. BID SCHEDULE PAGES C-5 THROUGH C-6 ARE REQUIRED TO BE SUBMITTED AS A PDF UPLOAD VIA PLANETBIDS PER CHECKLIST ON PAGE B-7.

**SECTION C
BID SCHEDULE
FOR**

**CITY OF INDUSTRY
PROJECT NO. 458**

**TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS**

CONTRACT NO. CITY-1458

BIDDER: GENTRY BROTHERS, FNC.

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

SCHEDULE OF WORK ITEMS

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Mobilization	1	LS		
2.	Preparation and Implementation of the Storm Water Pollution Prevention Plan	1	LS		
3.	AC Pavement Removal	5000	SF		
4.	PCC Pavement Removal	1500	SF		
5.	Remove PCC Curb and Gutter or Curb	375	LF		
6.	Remove PCC Sidewalk with 4" Curb, including Ramp and Base	4675	SF		
7.	Unclassified Excavation	945	CY		
8.	Remove Tree	2	EA		
9.	Refurbish Existing Affected Landscaping to Blend Existing to New Improvement and Include Refurbishment of Irrigation System to Match Adjacent Area	1	LS		
10.	Construct PCC Curb and Gutter per City of Industry Standard Plan No. 112, Type A2	300	LF		

**Shading Indicates
Items Revised in
Addendum No. 1**

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
11.	Construct 4" PCC Curb to Match Existing	150	LF		
12.	Construct 4" PCC Sidewalk per City of Industry Standard Plan No. 115	3400	SF		
13.	Construct Pedestrian Ramp per City of Industry Standard Plan 116, including detectable warning surface, in accordance with Caltrans Revised Standard Plan A88A.	1	EA		
14.	Asphalt Concrete Pavement	30	Ton		
15.	Crushed Aggregate Base	445	CY		
16.	Construct 9" PCC Pavement with Contact Joint with Key Way and Tie Bar per SPPWC Plan No. 134-2	8250	SF		
17.	Construct PCC Curb, CF=24" or variable as shown on Plans	175	LF		
18.	Traffic Signal Modifications	1	LS		
19.	Pavement Markers, Markings and Traffic Striping	1	LS		
20.	Streetlight Relocation	1	LS		
				GRAND TOTAL	

I hereby certify that on 7-8-20, 2021, WAYNE GENTRY
(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 GENTRY BROTHERS, INC
 EMAIL ADDRESS

10000 2240
 DIR #

WAYNE GENTRY
 PRINT NAME

[Signature]
 SIGNATURE

Contract No. CITY-1458 - Specifications

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 458

**TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS**

CONTRACT NO. CITY-1458

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 8 day of July, 2020.

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

Bidder Gentry Brothers Inc
384 Live Oak Ave
Irwindale CA 91706

Mailing Address

City/State/Zip

(626) 357-9631

Telephone

()

Fax

[Signature]
Signature

WAYNE GENTRY
Print Name

CEL, TOOL
Title

397682 A
License No./Class

12-21
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
[Signature]

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.

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

CITY OF INDUSTRY
PROJECT NO. 458

TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS

CONTRACT NO. CITY-1458

Wayne Gentry, being first duly sworn, deposes and says that
Name

he or she is SEC, TRK, of GENTRY BROTHERS, INC,
Title Name of Firm

397682 A A
License Number Classification

1221
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.

7-8-20
DATE

[Signature]
SIGNATURE

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.

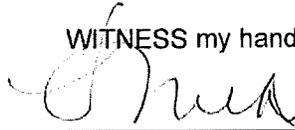
On July 8, 2020 before me, N. Smith,
(here insert name and title of the officer)
personally appeared Wayne Gentry

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.

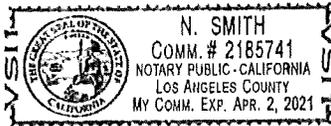
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



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 - Temple Avenue Dual Right Turn

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 458

TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS

CONTRACT NO. CITY-1458

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 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 checked="" type="checkbox"/> SURVEYORS | <input checked="" type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

Signature of Authorized
Representative of Bidder

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 458

TEMPLE AVENUE DUAL RIGHT TURN TO AZUSA AVENUE STREET MODIFICATION
IMPROVEMENTS

CONTRACT NO. CITY-1458

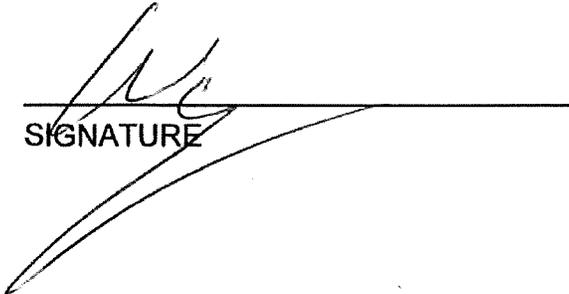
CONTRACTOR:

BUSINESS ADDRESS: **Gentry Brothers Inc**
384 Live Oak Ave
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 CA
California, this 6 day of July, 2020



SIGNATURE

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.

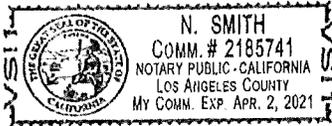
State of California }
County of Los Angeles } ss.

On July 8, 2020 before me, N. Smith
(here insert name and title of the officer)
personally appeared Wayne 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.

Handwritten signature of N. Smith in cursive script.

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: Non-Collusion Affidavit # of Pages: 1

Notes

City of Industry - Temple Avenue Dual Right Turn

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

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS FOR:

CITY OF INDUSTRY
CONTRACT NO. CITY-1458
Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements

July 2, 2020

This Addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of the Addendum on PlanetBids™ per Bidders Information Sheet of the Contract Documents and Specifications. Failure to do so will result in the bid being deemed non-responsive.

Note: It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

All other terms and conditions remain unchanged.

ADDENDUM NO. 1 CONTENTS

- I. SPECIFICATIONS
- II. QUESTIONS AND ANSWERS: PLANETBIDS QUESTIONS AND ANSWERS
- III. PLANS



- 1. **SECTION A, NOTICE OF INVITING BIDS, PAGE A-3, UMBRELLA OR EXCESS LIABILITY INSURANCE**, please revise paragraph to read as follows:

Umbrella or Excess CGL Insurance. If the CONTRACTOR elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirements limits.

2. **SECTION C, BID SCHEDULE, PAGES C-5 THROUGH C-6**, replace with the attached pages C-5R through C-6R; bids must be submitted using the revised bid package.

<p style="text-align: center;">QUESTIONS AND ANSWERS: PLANETBIDS QUESTIONS AND ANSWERS</p>

1. **Q. After visiting the site, the existing curb would be removed and replaced into the landscape area in order to extend the right turn lane on Temple Avenue. The elevation of the landscape area has a steep incline to reach the existing sidewalk, so if this portion of the landscape area is cut would a retaining wall be a necessity to install?**
A. Yes. A retaining wall is necessary to maintain a 2:1 slope behind the wall and to mitigate potential soil erosion that may fall on to the sidewalk.

<p style="text-align: center;">PLANS</p>

1. **CONTRACT DRAWINGS, SHEET, 1, 2, 3 and 4 OF 7**, replace with the attached revised drawings labeled "ADDENDUM NO. 1".

*** END OF ADDENDUM NO. 1 ***

 7-8-20

EXHIBIT C

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

[Attached]

Home



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 click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 7/23/2020 10:22:18 AM

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: 07/01/2021
[Workers' Compensation History](#)

Other

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

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000002240	GENTRY BROTHERS INC	7/10/2020	6/30/2021	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: CITY-1458 - Temple Avenue Dual Right Turn to Azusa Avenue Street Modification Improvements

Project Location - Specific: SW Corner of the Intersection of Temple Avenue and Azusa Avenue

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

Description of Project: Construction of an additional right turn lane and traffic signal modifications.

Name of Public Agency Approving Project: City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

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

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act ("CEQA") per Section 15301 Class 1 of the CEQA Regulations in which the minor alteration of existing public or private structures or facilities involve negligible or no expansion of existing use. This project will construct an additional right turn pocket along with associated traffic signal modifications in support of the additional right turn pocket. The project will not expand the existing use of the roadway but improve the safety. Improvements to the roadway will be limited to removal and replacement of the existing sidewalk, in kind, to facilitate installation of the additional right turn pocket.

Lead Agency

Contact Person: Joshua Nelson Telephone: (626) 333-2211

Signature: _____ Date: August 13, 2020

Title: City Engineer

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, Director of Public Works/City Engineer
Gerardo Perez, Construction Manager, CNC Engineering *GP*

DATE: August 13, 2020

SUBJECT: Consideration of Change Order No. 1 for Contract No. CITY-1456 Site Plan for Sheriff's Trailer, with MVC Enterprises, Inc.

Background:

On January 9, 2020, the City Council awarded Contract No. CITY-1456 Site Plan for Sheriff's Trailer, with MVC Enterprises, Inc., in the amount of \$1,835,702.54. The project is located on the vacant parcel adjacent to the existing Sheriff's Trailer modular offices at 15530 Stafford Street. The improvements consist of grading the vacant parcel including construction of asphalt and concrete parking lot, concrete curb and gutters, landscaped islands, infiltration trenches and basins, drainage pipes, sewer laterals and new electrical services. Also part of this contract includes procurement and installation of seven (7) 12' x 60' modular office trailers including their respective foundations. Landscape and irrigation are also included.

Discussion:

After the contract was awarded the Contractor was notified by the subcontractor (Class Leasing), who was to furnish and install the trailers, that they would not be able to comply with the manufacturing of the modular building, citing the COVID-19 pandemic and that it was causing havoc with their schedules. As of July 30, 2020, the City Engineer reviewed the change order for completeness and accuracy:

Change Order No. 1 – Due to the subcontractor (modular building manufacturer) advising the Contractor that they could not perform the work, the Contractor has requested permission to substitute the subcontractor. While this is not an issue, the Contractor also is requesting additional costs in the amount of \$149,740.00 to contract with a different manufacturer. Class Leasing submitted a bid in the amount of \$370,638.45 to the Contractor, which the Contractor used in his bid to the City.

The Contractor has obtained cost proposals from two other modular building manufacturers, Mobile Modular and Pacific Mobile Structure, in the amounts of \$509,738.84 and \$516,287.20, respectively.

The Contractor states that they cannot absorb the difference in costs through no fault of their own but rather caused by the current COVID-19 pandemic that has affected supply chains and labor cost escalations.

Table 1 - Summary of Extra Costs

Contract Amount	\$1,835,702.54
Change Order No. 1	\$149,740.00
Revised Project Cost	\$1,985,442.54

Fiscal Impact:

The revised contract amount including Change Order No. 1 totals \$1,985,442.54. On January 9, 2020, the City Council appropriated \$2,050,000.00 to this project as part of the Fiscal Year 20/21 Capital Improvement budget (Account No. 120-723-5205) (Contract No. CITY-1456 & Project No. CIP-FAC-19-049-B). Therefore, no appropriations are necessary at this time.

Recommendation:

Approve Change Order No. 1 in the amount of \$149,740.00 and authorize the Mayor to execute the approved change order 1.

Exhibit:

- A. Change Order No. 1 dated August 13, 2020

TH/JN/GP:as

EXHIBIT A

Change Order No. 1, dated August 13, 2020

[Attached]

CITY OF INDUSTRY

15651 E. Stafford St.
 City of Industry, CA 91744
 (626)333-2211

CHANGE ORDER

Change Order No. 1

Project Site Plan for Sheriff's Trailer Contract No. CITY-1456 Date August 13, 2020

Type Parking Lot Construction and Trailer Contractor MC Enterprises, Inc.
 Project Procurement and Installation Location 15530 Stafford Ave.

Explanation:

Modular Building cost difference due to subcontractor stating that they could not procure and install the trailers
due to COVID-19 affecting supply and labor logistics.

Extra Work by: Contract Items X T & M
 Negotiated

The contractor is hereby directed to perform all labor and to provide all materials necessary to carry out the work described below:

ITEM NO.	ITEM	QUANTITY	UNIT PRICE	TOTALS (\$)	
				+	-
1	Cost difference in modular building due to COVID-19 logistics	1	\$149,740.00	\$149,740.00	
TOTAL COST				\$149,740.00	

T & M SUMMARY

*Labor Cost		Total Labor per Day	
*Equipment Cost (See attached breakdown)		Total Equipment per Day	
*Material Cost		Sub-Total	\$ -
(*Attach breakdown of labor, equipment and materials)			
CHANGE ORDER SUMMARY		% of Contract Amount	Other Additive (Profit & Bond Fee)
Original Contract Amount	\$ 1,835,702.54		Total T & M
Total Previous Change Orders		0.00%	\$ -
Total Change Orders	\$ 149,740.00	8.16%	Pay This CHANGE ORDER
			\$149,740.00 8.16%

Authorized by _____ Additional Contract Days 10

I hereby certify that the quantities shown and/or amounts shown for equipment, material and labor costs (if any) are correct to the best of my knowledge and the total cost shown above shall be considered final payment for the work specified by this change order. The total cost includes compensation for any delay in the preparation of this change order and the time to complete the specified work.

J.N.S. 7/30/2020
 Contractor Representative Date
 Joshua Nelson - City Engineer Date

Troy Helling - City Manager Date
Gerardo Perez 7/30/2020
 Gerardo Perez, Project Manager Date



5/28/2020

Mr. Gerry Perez
CNC Engineering
255 North Hacienda Blvd., Suite 222
City of Industry, CA 91744

RE: Sheriff Station CIP-FAC-19-049-B – Modular Company Replacement Additional Cost Due to Covid-19

Dear Mr. Perez,

Per our earlier phone conversations and per MVC submitted Contractor Request for Substitution, dated May 12, 2020. MVC has incurred additional cost above and beyond the \$360,000.00 line item, on bid documents, for the installation of modular buildings, due to Class Leasing is unable to build the modulars due to COVID 19.

Below is the cost breakdown of other modular subcontractors that can make the desired delivery dates. We can provide these proposals if you want to review further.

Mobile Modular: \$509,740.00
Pacific Mobile Structures: \$516,290.00

The additional cost difference contracting with Mobile Modular is \$149,740.00. We are requesting this difference amount to be incorporated into our contract amount, as this is related to the most unusual COVID-19 situation.

Again, we appreciate this opportunity to resolve and once past this hurdle we can begin with moving forward on this project.

Very Best Regards,

A handwritten signature in blue ink, appearing to read "D. McSkimming", is written over a horizontal line.

David McSkimming
VP Preconstruction



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600
 Fax: (951) 360-6622
 www.mobilemodular.com

Sale Quotation and Agreement

Quotation Number: 317072
 Customer PO/Ref:
 Date of Quote: 05/14/2020

Sign up for the Easy Sale Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
MVC Enterprises, Inc. 27250 Via Industria Temecula, CA 92590 David McSkimming dmac@mvc-inc.com Phone: (714) 944-9428	MVC Enterprises, Inc. SHERIFF STATION 150 Hudson Avenue City of Industry, CA 91744 David McSkimming dmac@mvc-inc.com Phone: (714) 944-9428	Questions? Contact: Cristhyan Monreal Cristhyan.Monreal@mobilemodular.com Direct Phone: (951) 360-5118 Fax: (951) 360-6622

Product Information	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 84x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar.</i>	1	\$509,738.84	\$509,738.84	Y
ADA Ramp <i>Switchback & step attached, 3 step sets @ exit doors 38" Max threshold</i>	1	\$21,899.00	\$21,899.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 84x60 HCD (NonStd)				
Additional Labor, Rolling On Deliver(PW) <i>Prevailing WageCert. Payroll *Only if needed at the time of installation.</i>	7	\$250.00	\$1,750.00	N
Block and Level Building (B2) (PW) <i>Prevailing WageCert. Payroll</i>	1	\$32,120.00	\$32,120.00	N
Building Permits <i>MM will be pulling Office Trailer *only* Permits from the local jurisdiction.</i>	1	\$2,500.00	\$2,500.00	Y
Delivery Haulage 12 wide <i>Floor coming from Factory PH AZ.</i>	7	\$3,000.00	\$21,000.00	N
Delivery Haulage Permit 12 wide	7	\$187.00	\$1,309.00	N
Drawings,Wet Stamped,Building,Custom <i>mechanical-electrical-plumbing-HVAC (Full Set of Plans State Approved)</i>	1	\$650.00	\$650.00	N
Drawings,Wet Stamped,Foundation,Standard <i>Wet StampedEngineered piers-pads-anchors-calcs Includes (4) wet stamped sets of plans and calculaitons.</i>	1	\$1,250.00	\$1,250.00	N
Drawings,Wet Stamped,Ramp,Standard <i>*Not site specific. (Site specific if required \$2500)</i>	1	\$750.00	\$750.00	N
Fee, License or Registration for Sale	1	\$11,500.00	\$11,500.00	N
Install Foundation, CP Seismic Piers(PW) <i>Prevailing WageCert. Payroll 33" Max Pier Ht 126 (18" Max Pier Ht 84)</i>	126	\$320.00	\$40,320.00	Y
Installation, ADA Ramp (PW) <i>453SF Galv Steel N Side (2) 4'-6"x6' land. w/ 6 tread steps S Side Left Door (1) 4'-6"x6' land. w/ 6 tread step S Side Right Door 6'x8' upper land. 4'-6" x38' Ramp 6'x9'-6" SWB</i>	1	\$2,432.00	\$2,432.00	N
Installation, Skirting, Wood (PW) <i>Prevailing WageCert. Payroll</i>	288	\$11.50	\$3,312.00	Y
Removal, Towbar/Hitch (PW) <i>Prevailing WageCert. Payroll</i>	7	\$150.00	\$1,050.00	N
			<u>\$119,943.00</u>	

Thank you for contacting Mobile Modular.

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Sale Quotation and Agreement

Quotation Number: 317072

Customer PO/Ref:

Date of Quote: 05/14/2020



Total Estimated Charges	
Subtotal	\$651,580.84
Taxes	\$57,213.48
Total Charges (including tax)	\$708,794.32

Special Notes

Additional Note: OSHA Adjustable Steps, Security Door bars, security window screens, piers-pads-anchors material, skirting material, and all interior material as described in the scope of work is provided within this quotations.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Flooring (Carpet): This building ships standard with new carpeted flooring.

Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

:
OSHA Adjustable Steps, Security Door bars, security window screens, piers-pads-anchors material, skirting material, and all interior material as described in the scope of work is provided within this quotations. Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

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Thank you for contacting Mobile Modular.

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Sale Quotation and Agreement

Quotation Number: 317072

Customer PO/Ref:

Date of Quote: 05/14/2020



indicate corner locations for Equipment placement. Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included. General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, and any item not specifically listed as being included. Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install the modular on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate. Skirting: Installation & removal is included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site. Support post(s): Please note - this floor plan may have an exposed support post(s) placed on the modline. Stairs: Mobile Modular will provide OSHA Adjustable steps. Securing stairs to the modular, adjusting stairs to the threshold of the doorway, adjusting the treads, landing or handrails to meet local, state or federal requirements are the sole responsibility of the Customer. Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site if building is removed is not included and is the responsibility of the Customer. Wet-stamped engineering foundation (trailer) is included within this quote. New building sale: Quotation is for a new modular building coming directly from our factory. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at: <https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf> Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site. Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost. Security Deposit/First Invoice: Mobile Modular will require the receipt of 50% payment prior to start construction.

Floor Plans

Additional Information

- Quote is valid for 30 days.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Down Payment required on execution.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

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Sale Quotation and Agreement

Quotation Number: 317072

Customer PO/Ref:

Date of Quote: 05/14/2020



Mobile Modular Easy Sale. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Sale you can convert your Sale Quotation directly into a Sale Agreement by signing below. Once we receive your signed Easy Sale option, we'll finalize your building details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as seller (the "Seller"), credit approval of Customer, herein known as buyer (the "Buyer"). Seller does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Seller's Sale Agreement. Such sale, and customer's agreement thereto, is subject to Seller's standard terms and conditions located on the Seller's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Seller. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Buyer shall be effective against Seller, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Seller. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Seller's Sale Agreement shall carry no force or effect except as an instrument of billing.

Seller:

Mobile Modular Management Corporation

By: _____

Name: _____

Title: _____

Date: _____

Buyer:

MVC Enterprises, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.
317072, 05-14-2020 05:46 PM prod