

CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING
AGENDA

August 27, 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: 830 080 726#. 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 25, 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 8:00 a.m. to 4:00 pm. City Hall doors open to the public Monday through Friday 9:00 a.m. to 11:30 a.m. and 1:30 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.

1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments
5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for August 27, 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 July 23, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of Amendment No. 1 to the Professional Services Agreement with KZAB Engineers, Inc., for structural engineering services for the Turnbull Canyon Grade Separation Project increasing compensation by \$10,000.00 (MP 99-60 #15)

RECOMMENDED ACTION: Approve the Amendment.

6. **ACTION ITEMS**

6.1 CONSIDERATION OF RESOLUTION NO. CC 2020-25 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2020-16 AND ADOPTING A REVISED SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND CITY ELECTED AND APPOINTED OFFICIALS FOR FISCAL YEAR 2020-2021

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-25.

- 6.2 CONSIDERATION OF RESOLUTION NO. CC 2020-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-1, FOR THE CONSTRUCTION OF A NEW 86,950 SQUARE-FOOT TILT-UP INDUSTRIAL BUILDING LOCATED AT 886 SOUTH AZUSA AVENUE, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-26.*

- 6.3 CONSIDERATION OF RESOLUTION NO. CC 2020-28 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE RATE OF TAXES AND LEVYING TAXES FOR FISCAL YEAR 2020-21 ON PROPERTY WITHIN THE CITY TO PAY THE BONDED OR OTHER INDEBTEDNESS OF THE CITY

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-28.*

- 6.4 CONSIDERATION OF RESOLUTION NO. CC 2020-29 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE AMOUNT OF REVENUE FROM PROPERTY TAXES NECESSARY TO PAY THE BONDED OR OTHER INDEBTEDNESS OF THE CITY ACCRUING DURING THE FISCAL YEAR 2020-21

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-29.*

- 6.5 CONSIDERATION OF RESOLUTION NO. CC 2020-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING A GRANT PROGRAM TO ASSIST LOCAL BUSINESSES WITH THE COVID-19 COSTS ASSOCIATED WITH PURCHASING PORTABLE CANOPIES

RECOMMENDED ACTION: *Adopt Resolution No. CC 2020-30.*

- 6.6 Consideration of Award of Contract No. CITY-1459 Business Parkway Reconstruction from Fairway Drive to Lemon Avenue, to Sully-Miller Contracting Co., in the amount of \$2,347,000.00, and adopt a Notice of Exemption regarding same (MP 10-15 #2)

RECOMMENDED ACTION: *Award the contract to Sully-Miller Contracting, Co., in the amount of \$2,347,000.00, and adopt a Notice of Exemption for the project.*

- 6.7 Consideration of Amendment No. 2 to the Maintenance Services Agreement with the San Gabriel Valley Conservation Corps, extending the term through June 30, 2021

RECOMMENDED ACTION: Approve the Amendment.

- 6.8 Consideration of a Purchase and Sale Agreement and Joint Escrow Instructions with Brian L. Dryer in the amount of \$1,400,000.00 for Property Acquisition at 15710-15724 Rausch Road

RECOMMENDED ACTION: Approve the Purchase and Sale Agreement and Joint Escrow Instructions.

7. **CITY MANAGER REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(2);
Two Cases

11. Adjournment. The next regular City Council Meeting will be Thursday, September 10, 2020 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF AUGUST 27, 2020**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,624,255.17
103	PROP A FUND	5,860.28
120	CAPITAL IMPROVEMENT FUND	643,799.76
440	INDUSTRY PUBLIC FACILITY AUTHORITY	6,000.00
TOTAL ALL FUNDS		3,279,915.21

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNT	193,676.22
PROP/A	PROP A - CKING ACCOUNT	5,860.28
REF	REFUSE - CKING ACCOUNT	1,574,781.56
WFBK	WELLS FARGO - CKING ACCOUNT	1,505,597.15
TOTAL ALL BANKS		3,279,915.21

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1168	06/09/2020		U.S. BANK	\$4,840.00
	Invoice	Date	Description	Amount
	5597158	06/09/2020	ADMIN FEES-1998 REVENUE BOND (CATELLUS)	\$4,840.00
WT1169	08/17/2020		MIDAMERICA ADMINISTRATIVE &	\$28,207.60
	Invoice	Date	Description	Amount
	SEP/OCT2020	08/17/2020	MEDICAL PREMIUM REIMBURSEMENTS	\$28,207.60
24462	08/04/2020		CITY OF INDUSTRY	\$5,622.12
	Invoice	Date	Description	Amount
	08/04/20	08/04/2020	TO CORRECT ACH DEPOSIT-REFUSE ACCOUNT	\$5,622.12
24463	08/13/2020		CIVIC RECREATIONAL INDUSTRIAL	\$120,006.50
	Invoice	Date	Description	Amount
	08/13/20	08/13/2020	TRANSFER FUNDS-CRIA A/P REG 8/12/20	\$120,006.50
24464	08/13/2020		INDUSTRY PROPERTY & HOUSING	\$35,000.00
	Invoice	Date	Description	Amount
	08/13/20	08/13/2020	TRANSFER FUNDS-IPHMA A/P REG 8/12/20	\$35,000.00

Checks	Status	Count	Transaction Amount
	Total	5	\$193,676.22

CITY OF INDUSTRY

PROP A

August 27, 2020

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90207	08/27/2020		CNC ENGINEERING	\$1,475.00
	Invoice	Date	Description	Amount
	501370	08/13/2020	FULLERTON RD GRADE SEPARATION	\$950.00
	501371	08/13/2020	FAIRWAY DR GRADE SEPARATION	\$525.00
90208	08/27/2020		INDUSTRY SECURITY SERVICES	\$4,154.88
	Invoice	Date	Description	Amount
	14-24816	08/14/2020	SECURITY SVC-METROLINK	\$2,077.44
	14-24803	08/10/2020	SECURITY SVC-METROLINK	\$2,077.44
90209	08/27/2020		JANUS PEST MANAGEMENT	\$130.00
	Invoice	Date	Description	Amount
	225709	07/28/2020	PEST SVC-METROLINK	\$65.00
	223588	05/21/2020	PEST SVC-METROLINK	\$65.00
90210	08/27/2020		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	453479	08/12/2020	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	4	\$5,860.28

**CITY OF INDUSTRY
WELLS FARGO REFUSE
August 27, 2020**

Check	Date	Payee Name	Check Amount
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REFUSE - Refuse Account

WT276	8/5/2020		CITY OF INDUSTRY DISPOSAL CO.	\$1,574,781.56
	Invoice	Date	Description	Amount
	4124676	08/05/2020	REFUSE SVC 7/1-7/31/20	\$1,574,781.56

Check	Status	Count	Transaction Amount
	Total	1	\$1,574,781.56

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
August 27, 2020**

Check	Date		Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo					
72175	10/10/2019		08/12/2020	MOUNTAIN VIEW SCHOOL DISTRICT	(\$100.00)
	Invoice	Date	Description	Amount	
	1920JTTTLEI	09/16/2019	VOIDED-STALE CHECK BUS FUNDING STIPEND		(\$100.00)
72609	12/12/2019		08/12/2020	MOUNTAIN VIEW SCHOOL DISTRICT	(\$100.00)
	Invoice	Date	Description	Amount	
	1920JTTPVE1	11/15/2019	VOIDED-STALE CHECK BUS FUNDING STIPEND-HOMESTEAD		(\$100.00)
73080	02/27/2020		08/12/2020	ROWLAND UNIFIED SCHOOL	(\$150.00)
	Invoice	Date	Description	Amount	
	1920AACBRE	02/11/2020	VOIDED-CANCEL TRIP DUE TO COVID19 BUS FUNDING STIPEND ON 5/12/20-HOMESTEAD		(\$150.00)
73157	03/12/2020		08/12/2020	MOUNTAIN VIEW SCHOOL DISTRICT	(\$100.00)
	Invoice	Date	Description	Amount	
	1920JTTPVE2	02/24/2020	VOIDED-CANCEL TRIP DUE TO COVID19 BUS FUNDING STIPEND ON 6/2/20-HOMESTEAD		(\$100.00)
73189	03/12/2020		08/12/2020	WALNUT ELEMENTARY COMMUNITY	(\$200.00)
	Invoice	Date	Description	Amount	
	1920JTTWE	02/25/2020	VOIDED-CANCEL TRIP DUE TO COVID19 BUS FUNDING STIPEND ON 3/11 & 3/1920-		(\$200.00)
74058	08/13/2020		08/19/2020	CITY OF INDUSTRY	(\$5,622.12)
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
August 27, 2020

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
7/17/2020	07/17/2020	VOIDED-PAID WITH WRONG BANK REIMBURSEMENT-ACCT #000186, GAS INV PAID TO	(\$5,622.12)

Checks	Status	Count	Transaction Amount
	Total	6	(\$6,272.12)

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
74142	08/17/2020			AT & T	\$9.01
	Invoice	Date	Description	Amount	
	2021-00000215	08/01/2020	08/01-08/31/20 SVC - CITY WHITE PAGES	\$9.01	
74143	08/17/2020			FRONTIER	\$934.90
	Invoice	Date	Description	Amount	
	2021-00000203	08/01/2020	08/01-08/31/20 SVC - VARIOUS SITES	\$934.90	
74144	08/17/2020			SAN GABRIEL VALLEY WATER CO.	\$13,707.67
	Invoice	Date	Description	Amount	
	2021-00000204	07/29/2020	06/25-07/28/20 SVC - PELLISSIER	\$495.77	
	2021-00000205	07/29/2020	06/25-07/28/20 SVC - S/E COR OF PELLISSIER	\$2,586.57	
	2021-00000206	07/29/2020	06/25-07/28/20 SVC - PECK/UNION PACIFIC BRIDGE	\$1,223.91	
	2021-00000207	07/29/2020	06/25-07/28/20 SVC - PELLISSIER	\$976.47	
	2021-00000208	07/29/2020	06/25-07/28/20 SVC - PELLISSIER	\$500.87	
	2021-00000209	07/29/2020	06/25-07/28/20 SVC - STA 111-50 CROSSROADS PKY	\$622.90	
	2021-00000210	07/29/2020	06/25-07/28/20 SVC - STA 129-00 CROSSROADS PKY	\$1,937.88	
	2021-00000211	07/29/2020	06/25-07/28/20 SVC - CROSSROADS PKY NORTH	\$1,513.92	
	2002-00000002	06/25/2002	06/25-07/28/20 SVC - CROSSROADS PKY SOUTH	\$1,867.50	
	2021-00000212	07/29/2020	06/25-07/28/20 SVC - STA 103-80 CROSSROADS PKY	\$253.43	
	2021-00000213	07/29/2020	06/25-07/28/20 SVC - CROSSROADS PKY SOUTH	\$1,728.45	
74145	08/17/2020			SO CALIFORNIA EDISON COMPANY	\$36,338.48
	Invoice	Date	Description	Amount	
	2021-00000216	08/07/2020	07/08-08/06/20 SVC - 1123 HATCHER AVE STE A	\$251.36	
	2021-00000217	08/07/2020	06/01-08/01/20 SVC - VARIOUS SITES	\$27,201.93	
	2021-00000218	08/08/2020	07/05-08/05/20 SVC - 133 N AZUSA AVE	\$153.03	
	2021-00000219	08/06/2020	07/06-08/04/20 SVC - 15625 STAFFORD ST	\$8,193.67	
	2021-00000220	08/07/2020	07/08-08/06/20 SVC - 1135 HATCHER AVE	\$368.93	

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2021-00000221	08/08/2020	06/05-08/06/20 SVC - VARIOUS SITES	\$37.17
	2021-00000222	08/04/2020	07/01-08/01/20 SVC - 1 VALLEY/AZUSA	\$18.40
	2021-00000223	08/04/2020	07/01-08/01/20 SVC - VARIOUS SITES	\$113.99
74146	08/17/2020		SOCALGAS	\$255.44
	Invoice	Date	Description	Amount
	2021-00000214	08/03/2020	06/30-07/30/20 SVC - 1 INDUSTRY HILLS PKWY	\$15.92
	2021-00000224	08/05/2020	07/02-08/03/20 SVC - 15651 STAFFORD ST	\$41.80
	2021-00000225	08/05/2020	07/02-08/03/20 SVC - 15633 RAUSCH RD	\$93.80
	2021-00000226	08/05/2020	07/02-08/03/20 SVC - 15625 STAFFORD ST APT A	\$15.78
	2021-00000227	08/05/2020	07/02-08/03/20 SVC - 15625 STAFFORD ST APT B	\$88.14
74147	08/17/2020		SUBURBAN WATER SYSTEMS	\$630.49
	Invoice	Date	Description	Amount
	180021874966	08/04/2020	07/03-08/04/20 SVC - NE CNR VALLEY/STIMS	\$630.49
74148	08/27/2020		ALL AMERICAN ASPHALT	\$428,438.96
	Invoice	Date	Description	Amount
	#3CITY-1433	08/01/2020	ARENTH AVE RECONSTRUCTION	\$450,988.39
74149	08/27/2020		ANNEALTA GROUP	\$124,896.50
	Invoice	Date	Description	Amount
	1805	08/05/2020	1020 WALLACE	\$77.00
	1813	08/05/2020	20922 CURRIER RD	\$109.00
	1812	08/05/2020	CASTLETON RD & WALNUT RD	\$240.00
	1811	08/05/2020	CASTLETON & WALNUT HALL RD	\$432.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
1810	08/05/2020	804 S AZUSA AVE		\$96.00
1809	08/05/2020	SEVEN ELEVEN 7/11		\$451.50
1808	08/05/2020	17150 GALE AVE		\$864.00
1807	08/05/2020	15252 VALLEY BLVD		\$423.00
1806	08/05/2020	13055 E TEMPLE AVE		\$272.50
1804	08/05/2020	111 HUDSON AVE		\$1,308.00
1800	08/05/2020	PUBLIC WORKS SUPPORT SVC-JUL 2020		\$3,380.00
1801	08/05/2020	STORMWATER COMPLIANCE-JUL 2020		\$35,527.00
1802	08/05/2020	GENERAL DEV SVC-JUL 2020		\$36,470.00
1803	08/05/2020	GENERAL PLANNING SVC-JUL 2020		\$45,246.50
74150	08/27/2020		B AND T CATTLE	\$14,580.00
Invoice	Date	Description		Amount
118	07/30/2020	MAINT SVC-AUG 2020		\$14,580.00
74151	08/27/2020		BCM CUSTOMER SERVICE, INC.	\$2,050.00
Invoice	Date	Description		Amount
201720	08/01/2020	A/C MAINT-EL ENCANTO		\$2,050.00
74152	08/27/2020		BLAKE AIR CONDITIONING COMPANY	\$447.49
Invoice	Date	Description		Amount
55825	04/15/2020	A/C REPAIR-CITY HALL		\$353.89
56220	06/02/2020	A/C REPAIR-CITY HALL		\$93.60
74153	08/27/2020		CALIFORNIA CONTRACT CITIES	\$5,300.00
Invoice	Date	Description		Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3055	07/01/2020	ANNUAL DUES FY 2020/2021	\$5,300.00
74154	08/27/2020		CINTAS CORPORATION LOC 693	\$113.16
	Invoice	Date	Description	Amount
	4058238064	08/10/2020	DOOR MATS	\$56.58
	4057580563	08/03/2020	DOOR MATS	\$56.58
74155	08/27/2020		CITY OF INDUSTRY-PAYROLL ACCT	\$75,000.00
	Invoice	Date	Description	Amount
	P/R PE 8/7/20	08/11/2020	REPLENISH PAYROLL FOR P/E 8/7/20	\$75,000.00
74156	08/27/2020		CIVILTEC ENGINEERING, INC	\$4,451.00
	Invoice	Date	Description	Amount
	42865	08/10/2020	FOUR GRADE SEPARATION PUMP STATIONS	\$4,451.00
74157	08/27/2020		CNC ENGINEERING	\$136,076.25
	Invoice	Date	Description	Amount
	501300	08/13/2020	SOLAR PROJECT AT METROLINK	\$215.00
	501301	08/13/2020	SITE PLAN FOR SHERIFF TRAILER	\$3,760.00
	501302	08/13/2020	EL ENCANTO IMPROVEMENTS	\$350.00
	501303	08/13/2020	FOUR GRADE SEPARATION PUMP STATION	\$1,200.00
	501304	08/13/2020	CATCH BASIN RETROFITS	\$510.00
	501305	08/13/2020	DON JULIAN RESURFACING	\$1,455.00
	501306	08/13/2020	STARHILL LANE/3RD AVE WATERLINE	\$3,453.75
	501308	08/13/2020	DON JULIAN/BASETDALE WATERLINE	\$701.25
	501309	08/13/2020	GENERAL ENG SVC 7/27-8/9/20	\$202.50

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
501310	08/13/2020	GENERAL ENG SVC-TRAFFIC	\$4,890.00
501311	08/13/2020	GENERAL ENG SVC-PLAN APPROVAL	\$6,467.50
501312	08/13/2020	GENERAL ENG SVC-COUNTER SERVICE	\$4,427.50
501313	08/13/2020	GENERAL ENG SVC-PERMITS	\$22,342.50
501314	08/13/2020	WALNUT DR SOUTH WIDENING	\$410.00
501315	08/13/2020	ARENTH AVE RECONSTRUCTION	\$11,162.50
501316	08/13/2020	AMAR RD STREETLIGHT INSTALLATION	\$430.00
501317	08/13/2020	BUSINESS PKY RECONSTRUCTION	\$2,147.50
501318	08/13/2020	ARENTH AVE STREET IMPROVEMENTS	\$3,875.00
501319	08/13/2020	GENERAL ENG SVC 7/27-8/9/20	\$49,145.00
501320	08/13/2020	NPDES STORM WATER	\$6,135.00
501321	08/13/2020	TONNER CYN PROPERTY	\$1,305.00
501324	08/13/2020	CIWS MGMT-PUENTE BASIN	\$525.00
501325	08/13/2020	CHINO RANCH #1-DAM RENOVATION TRES	\$1,000.00
501307	08/13/2020	4TH AVE/TRAILSIDE WATERLINE	\$165.00
092020	08/01/2020	MEALS/WHEELS RENT-SEP 2020	\$5,000.00
501349	08/13/2020	REPLACE WATER LINES-TONNER CYN	\$1,196.25
501348	08/13/2020	STREETLIGHTS ALONG RAILROAD STREET	\$3,405.00
501322	08/13/2020	REPLACE STEEL WATERLINE OVER BREA CREEK	\$200.00
74158	08/27/2020	CNC ENGINEERING	\$94,597.50
Invoice	Date	Description	Amount
501326	08/13/2020	VARIOUS CITY PAID EXPENSES FOR TRES	\$1,000.00
501327	08/13/2020	CITY HALL MAINT	\$352.50
501328	08/13/2020	HOMESTEAD MUSEUM IMPROVEMENTS	\$252.50
501329	08/13/2020	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$1,300.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
501330	08/13/2020		STIMSON AVE CROSSING	\$1,140.00
501331	08/13/2020		SAN JOSE AVE RECONSTRUCTION	\$2,500.00
501332	08/13/2020		TRAFFIC SIGNAL AT NELSON/SUNSET	\$862.50
501333	08/13/2020		PAINT EVALUATION O WROUGHT IRON FENCE	\$7,522.50
501334	08/13/2020		INDUSTRY HILLS FUEL TANKS DISPENSING	\$600.00
501335	08/13/2020		605 FWY/VALLEY BLVD INTERCHANGE	\$2,600.00
501336	08/13/2020		BRIDGE REHABILITATION-VALLEY BLVD	\$1,083.75
501337	08/13/2020		FISCAL YEAR BUDGET	\$10,060.00
501338	08/13/2020		ROWLAND ST RECONSTRUCTION	\$18,238.75
501339	08/13/2020		BIXBY DR PCC PAVEMENT	\$1,075.00
501340	08/13/2020		FOLLOW'S CAMP PROPERTY	\$4,655.00
501341	08/13/2020		BONELLI ST RESURFACING	\$1,250.00
501342	08/13/2020		ARENTH GUARD RAIL INSTALLATION	\$1,240.00
501343	08/13/2020		CARTEGRAPH MGMT	\$23,500.00
501344	08/13/2020		LOUDEN LANE RESURFACING	\$1,520.00
501345	08/13/2020		COINER CT RECONSTRUCTION	\$900.00
501346	08/13/2020		GRAND AVE RECONSTRUCTION	\$3,275.00
501347	08/13/2020		STREETLIGHT ON GALE AVE	\$7,695.00
501350	08/13/2020		57/60 CONFLUENCE PROJECT	\$600.00
501351	08/13/2020		GRAND AVE BRIDGE WIDENING	\$175.00
501352	08/13/2020		TURNBULL CYN RD GRADE SEPARATION	\$1,200.00
74159	08/27/2020		COSTCO WHOLESALE	\$120.00
	Invoice	Date	Description	Amount
	111872560935	08/01/2020	EXECUTIVE BUSINESS MEMBERSHIP-ANNUAL FEE	\$120.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
74160	08/27/2020			DIRECTV - FOR BUSINESS	\$194.50
	Invoice	Date	Description	Amount	
	37650419842	07/31/2020	RECEIVER/RSN FEES	\$194.50	
74161	08/27/2020			EGOSCUE LAW GROUP, INC.	\$550.00
	Invoice	Date	Description	Amount	
	12809	08/04/2020	LEGAL SVC-FOLLOW'S CAMP	\$550.00	
74162	08/27/2020			ELEVATE PUBLIC AFFAIRS, LLC	\$17,674.56
	Invoice	Date	Description	Amount	
	1979	08/10/2020	IBC STRATEGIC CONSULTING-JUL 2020	\$6,000.00	
	1978	08/10/2020	IBC STRATEGIC CONSULTING-JUN 2020	\$6,000.00	
	1969	07/27/2020	EXPENSE REIMBURSEMENTS	\$5,674.56	
74163	08/27/2020			GMS ELEVATOR SERVICES, INC	\$145.00
	Invoice	Date	Description	Amount	
	102495	08/01/2020	ELEVATOR MAINT-CITY HALL	\$145.00	
74164	08/27/2020			HDL COREN & CONE	\$4,628.00
	Invoice	Date	Description	Amount	
	0027777-IN	04/06/2020	CONTINUING DISCLOSURE-PROJ AREAS 1,2 & 3	\$2,000.00	
	SIN002550	08/12/2020	CONTRACT SVC-PROPERTY TAX JUL-SEP 2020	\$2,628.00	
74165	08/27/2020			HOUSTON ENGINEERING, INC.	\$2,000.00
	Invoice	Date	Description	Amount	
	0049431	07/28/2020	TRACKING SOFTWARE MS4 FRONT 8/2020-72021	\$2,000.00	

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74166	08/27/2020		INDEPENDENT ROOFING	\$7,650.00
	Invoice	Date	Description	Amount
	0074663	07/31/2020	ROOF SPECIFICATION-1123 S HATCHER AVE	\$2,650.00
	0074665	07/31/2020	ROOF SPECIFICATION-15559 RAUSCH RD & 15660	\$2,500.00
	0074664	07/31/2020	ROOF SPECIFICATION-15651 STAFFORD ST	\$2,500.00
74167	08/27/2020		INDUSTRY BUSINESS COUNCIL	\$450.00
	Invoice	Date	Description	Amount
	3637	08/03/2020	MEMBERSHIP DUES FY 20/21	\$450.00
74168	08/27/2020		INDUSTRY SECURITY SERVICES	\$33,736.02
	Invoice	Date	Description	Amount
	14-24796	08/10/2020	SECURITY SVC-VARIOUS CITY SITES	\$16,874.38
	14-24809	08/14/2020	SECURITY SVC-VARIOUS CITY SITES	\$16,861.64
74169	08/27/2020		INDUSTRY SECURITY SERVICES	\$15,747.52
	Invoice	Date	Description	Amount
	14-24793	08/10/2020	SECURITY SVC 7/31/20-8/6/20	\$7,873.76
	14-24806	08/14/2020	SECURITY SVC 8/7-8/13/20	\$7,873.76
74170	08/27/2020		JANUS PEST MANAGEMENT	\$15,464.00
	Invoice	Date	Description	Amount
	224582	06/12/2020	PEST SVC-15660 STAFFORD (YAL)	\$85.00
	224581	06/12/2020	PEST SVC-15651 STAFFORD (IBC)	\$145.00
	224580	06/12/2020	PEST SVC-CITY HALL	\$145.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
217073	06/26/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$733.00
224680	06/17/2020	PEST SVC-OLD BREA CYN RD (IBC)	\$168.00
224701	06/19/2020	RODEN T SVC-15252 STAFFORD (HELIPAD)	\$150.00
224700	06/05/2020	RODENT SVC-15252 STAFFORD (HELIPAD)	\$150.00
224696	06/05/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
224697	06/19/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
224698	06/05/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
224699	06/19/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
224695	06/19/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
224694	06/05/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
224027	06/17/2020	PEST SVC-TONNER CYN	\$75.00
224568	06/17/2020	PEST SVC-TONNER CYN	\$102.00
224569	06/17/2020	PEST SVC-TONNER CYN	\$122.00
224571	06/17/2020	PEST SVC-TONNER CYN	\$75.00
225749	07/15/2020	PEST SVC-OLD BREA CYN RD (IBC)	\$168.00
226040	07/28/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$733.00
225643	07/10/2020	PEST SVC-15660 STAFFORD (YAL)	\$85.00
225767	07/17/2020	RODENT SVC-15252 STAFFORD (HELIPAD)	\$150.00
225766	07/01/2020	RODENT SVC-15252 STAFFORD (HELIPAD)	\$150.00
225765	07/17/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
225764	07/01/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
225763	07/17/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
225762	07/01/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
225761	07/17/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
225760	07/01/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
225632	07/15/2020	PEST SVC-TONNER CYN	\$75.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
225630	07/15/2020	PEST SVC-TONNER CYN	\$122.00
225629	07/15/2020	PEST SVC-TONNER CYN	\$102.00
225093	07/15/2020	PEST SVC-TONNER CYN	\$75.00
225642	07/10/2020	PEST SVC-15651 STAFFORD (IBC)	\$145.00
225641	07/10/2020	PEST SVC-CITY HALL	\$145.00
218098	04/30/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$733.00
222511	04/15/2020	PEST SVC-TONNER CYN	\$102.00
222512	04/15/2020	PEST SVC-TONNER CYN	\$122.00
222514	04/15/2020	PEST SVC-TONNER CYN	\$75.00
222522	04/10/2020	PEST SVC-PEST SVC-CITY HALL	\$145.00
222523	04/10/2020	PEST SVC-15651 STAFFORD (IBC)	\$145.00
222524	04/10/2020	PEST SVC-15660 STAFFORD (YAL)	\$85.00
222527	04/15/2020	RODENT SVC-TONNER CYN	\$142.00
222622	04/15/2020	PEST SVC-OLD BREA CYN RD (IBC)	\$168.00
222634	04/03/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
222635	04/17/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE	\$448.00
222636	04/03/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
222637	04/17/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
222638	04/03/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
222639	04/17/2020	RODENT SVC-HELIPAD PARKING LOT	\$243.00
222640	04/03/2020	RODENT SVC-15252 STAFFORD (HELIPAD)	\$150.00
222641	04/17/2020	RODENT SVC-15252 STAFFORD (HELIPAD)	\$150.00
218099	05/22/2020	RODENT SVC-IBC LANDFILL ON GRAND AVE	\$733.00
222978	05/20/2020	PEST SVC-TONNER CYN	\$75.00
223455	05/20/2020	PEST SVC-TONNER CYN	\$125.00
223509	05/20/2020	PEST SVC-TONNER CYN	\$102.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
223510	05/20/2020	PEST SVC-TONNER CYN		\$122.00
223512	05/20/2020	PEST SVC-TONNER CYN		\$75.00
223523	05/08/2020	PEST SVC-CITY HALL		\$145.00
223524	05/08/2020	PEST SVC-15651 STAFFORD (IBC)		\$145.00
223525	05/08/2020	PEST SVC-15660 STAFFORD (YAL)		\$85.00
223627	05/21/2020	PEST SVC-OLD BREA CYN RD (IBC)		\$168.00
223640	05/01/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE		\$448.00
223641	05/15/2020	RODENT SVC-CHESTNUT/ANAHEIM-PUENTE		\$448.00
223642	05/01/2020	RODENT SVC-HELIPAD PARKING LOT		\$243.00
223643	05/15/2020	RODENT SVC-HELIPAD PARKING LOT		\$243.00
223644	05/01/2020	RODENT SVC-HELIPAD PARKING LOT		\$243.00
223645	05/15/2020	RODENT SVC-HELIPAD PARKING LOT		\$243.00
223646	05/01/2020	RODENT SVC-15252 STAFFORD (HELIPAD)		\$150.00
223647	05/15/2020	RODENT SVC-15252 STAFFORD (HELIPAD)		\$150.00
74171	08/27/2020		JMDiaz, Inc.	\$1,735.00
Invoice	Date	Description		Amount
044 (20-129)	07/31/2020	STAFF AUGMENTATION-JUL 2020		\$1,735.00
74172	08/27/2020		KLEINFELDER, INC.	\$11,565.75
Invoice	Date	Description		Amount
001292921	08/03/2020	BIXBY DR PCC PAVEMENT		\$2,212.65
001292920	08/03/2020	ARENTH AVE STREET IMPROVEMENTS		\$9,353.10
74173	08/27/2020		KONICA MINOLTA	\$263.14
Invoice	Date	Description		Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	9006815185	05/29/2020	COPY MACHINE MAINT-HOMESTEAD 5/29-8/25/20	\$263.14
74174	08/27/2020		L A COUNTY AUDITOR-CONTROLLER	\$5,461.17
	Invoice	Date	Description	Amount
	07/29/20	07/29/2020	LAFCO OPERATING COST FOR FY 20/21	\$5,461.17
74175	08/27/2020		L A COUNTY DEPT OF PUBLIC	\$801.07
	Invoice	Date	Description	Amount
	IN200001153	07/21/2020	ACCIDENT-HACIENDA BLVD & VALLEY BLVD	\$801.07
74176	08/27/2020		L A COUNTY DEPT OF PUBLIC	\$112,024.58
	Invoice	Date	Description	Amount
	IN200001167	07/21/2020	BLDG & SAFETY-ONE STOP SHOP FOR JUN 2020	\$112,024.58
74177	08/27/2020		LEIGHTON CONSULTING INC	\$33,127.00
	Invoice	Date	Description	Amount
	41228	08/06/2020	WALNUT DR SOUTH WIDENING & STORM DRAIN	\$779.20
	40597	06/23/2020	GEOTECHNICAL EXPLORATION-GRAND AVE	\$2,486.50
	40241	05/26/2020	GEOTECHNICAL EXPLORATION-GRAND AVE	\$3,539.60
	39811	04/21/2020	GEOTECHNICAL EXPLORATION-GRAND AVE	\$3,821.70
	39800	04/20/2020	GEOTECHNICAL EXPLORATION-GRAND AVE BRIDGE	\$20,200.00
	40598	06/23/2020	GEOTECHNICAL EXPLORATION-GRAND AVE BRIDGE	\$2,300.00
74178	08/27/2020		LOS ANGELES ENGINEERING, INC.	\$76,914.37
	Invoice	Date	Description	Amount
	#3GGS-0387-1	08/01/2020	GRAND AVE/GOLDEN SPRINGS INTERSECTION	\$49,112.50
	#3GGS-0387-3	08/01/2020	GRAND AVE/GOLDEN SPRINGS INTERSECTION	\$28,650.00
	#3GGS-0387-4	08/01/2020	GRAND AVE/GOLDEN SPRINGS INTERSECTION	\$3,200.00

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74179	08/27/2020		LOS ANGELES ENGINEERING, INC.	\$4,048.13
	Invoice	Date	Description	Amount
	#3GGS-0387-1-R	08/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$2,455.63
	#3GGS-0387-3-R	08/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$1,432.50
	#3GGS-0387-4-R	08/01/2020	RETENTION-GRAND AVE/GOLDEN SPRINGS	\$160.00
74180	08/27/2020		MBF CONSULTING, INC.	\$9,945.00
	Invoice	Date	Description	Amount
	1600-1403	08/03/2020	PROF SVC-WATERLINE IMPROVEMENTS	\$9,945.00
74181	08/27/2020		MERRITT'S ACE HARDWARE	\$240.39
	Invoice	Date	Description	Amount
	118804	07/29/2020	MISC SUPPLIES-HOMESTEAD	\$54.99
	118805	07/29/2020	MISC SUPPLIES-HOMESTEAD	\$142.99
	118806	07/29/2020	MISC SUPPLIES-HOMESTEAD	\$22.64
	118245	06/18/2020	MISC SUPPLIES-HOMESTEAD	\$19.77
74182	08/27/2020		MIDAMERICA ADMINISTRATIVE &	\$1,584.00
	Invoice	Date	Description	Amount
	MAR0000014365	08/16/2020	ADMIN FEES FOR APR-JUN 2020	\$1,584.00
74183	08/27/2020		MUNI-ENVIRONMENTAL, LLC	\$45,066.01
	Invoice	Date	Description	Amount
	20-026	08/05/2020	COMMERCIAL WASTE PROGRAM	\$45,066.01

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74184	08/27/2020		MX GRAPHICS, INC.	\$213.53
	Invoice	Date	Description	Amount
	21395	08/05/2020	MICROFISCHE SCAN	\$213.53
74185	08/27/2020		OFFICECHAIRSUSA.COM,	\$27,089.56
	Invoice	Date	Description	Amount
	76344	03/19/2020	(13) OFFICE CHAIRS FOR IBC	\$27,089.56
74186	08/27/2020		PACIFIC UTILITY INSTALLATION	\$3,940.00
	Invoice	Date	Description	Amount
	22000	07/31/2020	CITY STREETLIGHT PROGRAM	\$3,940.00
74187	08/27/2020		PRINCE GLOBAL SOLUTIONS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	017	08/11/2020	FEDERAL ADVOCACY-JUL 2020	\$5,000.00
74188	08/27/2020		PURCHASE POWER	\$129.99
	Invoice	Date	Description	Amount
	08/05/20	08/05/2020	POSTAGE METER REFILL ON 8/3/20	\$129.99
74189	08/27/2020		R.F. DICKSON CO., INC.	\$19,260.78
	Invoice	Date	Description	Amount
	2510376	07/31/2020	STREET & PARKING LOT SWEEPING	\$19,260.78
74190	08/27/2020		R.H.F., INC.	\$65.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	75506	07/23/2020	RECERTIFICATION FOR STALKER DSR2X (LASER	\$65.00
74191	08/27/2020		RICOH USA, INC.	\$38.88
	Invoice	Date	Description	Amount
	5060081392	07/26/2020	METER READING-ENGINEERING COPIER	\$38.88
74192	08/27/2020		ROBINSON'S FLOWERS	\$181.50
	Invoice	Date	Description	Amount
	3253	08/01/2020	FLOWERS & DELIVERY	\$181.50
74193	08/27/2020		SAN GABRIEL VALLEY	\$2,400.00
	Invoice	Date	Description	Amount
	20200813COIM	08/13/2020	LANDSCAPE SVC-TRAIL MAINT	\$2,400.00
74194	08/27/2020		SAN GABRIEL VALLEY NEWSPAPER	\$1,165.00
	Invoice	Date	Description	Amount
	0000488139	07/31/2020	MONTHLY ADVERTISING-HOMESTEAD	\$1,165.00
74195	08/27/2020		SCS FIELD SERVICES	\$14,178.69
	Invoice	Date	Description	Amount
	0383749	07/31/2020	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$14,178.69
74196	08/27/2020		SO CAL INDUSTRIES	\$190.74
	Invoice	Date	Description	Amount
	453480	08/12/2020	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
	452769	08/07/2020	FENCE RENTAL-INDUSTRY HILLS	\$90.34

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74197	08/27/2020		SPARKLETTS	\$186.64
	Invoice	Date	Description	Amount
	16916898 073120	07/31/2020	WATER DELIVERY	\$88.45
	17165913 073120	07/31/2020	WATER DELIVERY	\$98.19
74198	08/27/2020		STATE COMPENSATION INS. FUND	\$1,985.92
	Invoice	Date	Description	Amount
	AUGUST 2020	08/03/2020	WORKERS COMP PREMIUM FOR AUGUST 2020	\$1,985.92
74199	08/27/2020		THE FLAG SHOP	\$1,927.20
	Invoice	Date	Description	Amount
	20068	08/04/2020	UNITED STATES FLAGS (8)	\$1,927.20
74200	08/27/2020		THE TECHNOLOGY DEPOT	\$9,063.73
	Invoice	Date	Description	Amount
	14199	08/05/2020	ANNUAL FEE CLOUD CONNECT-YAL BLDG	\$287.25
	14200	08/05/2020	ANNUAL FEE FOR VITA COMPLETE PLUS-CITY HALL	\$362.10
	14182	08/07/2020	NETWORK MAINT 8/3-8/7/20	\$3,351.25
	14154	07/31/2020	NETWORK MAINT 7/27/20-7/31/20	\$4,753.75
	14217	07/31/2020	NETWORK MAINT-AFTER HRS FOR JULY 2020	\$309.38
74201	08/27/2020		TPX COMMUNICATIONS	\$2,091.77
	Invoice	Date	Description	Amount
	132741977-0	07/31/2020	TEL/INTERNET-HOMESTEAD	\$2,091.77

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74202	08/27/2020		TPX COMMUNICATIONS	\$2,878.30
	Invoice	Date	Description	Amount
	132802630-0	07/31/2020	INTERNET SVC-CITY HALL	\$2,878.30
74203	08/27/2020		TURBO DATA SYSTEMS, INC	\$558.36
	Invoice	Date	Description	Amount
	33069-	07/31/2020	CITATION PROCESSING-JUN/JUL 2020	\$558.36
74204	08/27/2020		U.S. BANK	\$17,790.00
	Invoice	Date	Description	Amount
	5816503	07/27/2020	SA-ADMIN FEES FOR PROJ 2 TARBS 2015A & B	\$2,000.00
	5816501	07/27/2020	PFA-ADMIN FEES FOR PROJ 1 TARBS 2015A	\$2,000.00
	5816506	07/27/2020	COI-ADMIN FEES FOR REFUND DEPOSITORY 2015	\$1,200.00
	5816506A	07/27/2020	COI-ADMIN FEES FOR REFUND DEPOSITORY 2015	\$1,170.00
	5818032	07/27/2020	COI-ADMIN FEES FOR 2004 COLLATERAL ACCOUNT	\$1,500.00
	5818032A	07/27/2020	COI-ADMIN FEES FOR 2004 COLLATERAL ACCOUNT	\$920.00
	5816502	07/27/2020	PFA-ADMIN FEES FOR PROJ 2 TARBS 2015A & B	\$2,000.00
	5816505	07/27/2020	SA-ADMIN FEES FOR PROJ 3 TARBS 2015A & B	\$2,000.00
	5816504	07/27/2020	PFA-ADMIN FEES FOR PROJ 3 TARBS 2015A & B	\$2,000.00
	5816645	07/27/2020	SA-ADMIN FEES FOR EOFA DEPOSITORY 2015	\$1,000.00
	5816500	07/27/2020	SA-ADMIN FEES FOR PROJ 1 TARBS 2015A	\$2,000.00
74205	08/27/2020		UNION PACIFIC RAILROAD COMPANY	\$519.35
	Invoice	Date	Description	Amount
	90098024	07/20/2020	PLAN REVIEW-AZUSA AVE BRIDGE PAINTING	\$81.33
	90098102	07/20/2020	PLAN REVIEW-WIDENING OF SAN JOSE AVE	\$438.02

**CITY OF INDUSTRY
WELLS FARGO BANK
August 27, 2020**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
74206	08/27/2020		VALLEY POWER SYSTEMS, INC.	\$619.00
	Invoice	Date	Description	Amount
	R64440	08/12/2020	GENERATOR INSPECTION-CITY HALL	\$619.00
74207	08/27/2020		WALTERS WHOLESALE ELECTRIC	\$36,818.28
	Invoice	Date	Description	Amount
	S115446203.001	07/31/2020	STREETLIGHT MATERIALS	\$36,818.28
74208	08/27/2020		WELLS FARGO	\$3,634.99
	Invoice	Date	Description	Amount
	7/11-8/3/20	08/03/2020	CREDIT CARD EXPENSE P/E 8/3/20	\$3,634.99
74209	08/27/2020		WEST COAST ARBORISTS, INC.	\$20,980.00
	Invoice	Date	Description	Amount
	162625	07/31/2020	GPS TREE INVENTORY	\$20,980.00

Checks	Status	Count	Transaction Amount
	Total	68	\$1,511,869.27

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 23, 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: 497 948 038#.

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

Richard Hopkins, President of the Coalition for the Homeless, came to provide an update to the Council on the different programs that item 6.1 on today's agenda would be supporting. The donation of \$25,000.00 would allow the East San Gabriel Valley Coalition for the Homeless (ESGVCH) in its efforts to help homeless families find permanent housing and become self-supporting.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 23, 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
JULY 23, 2020
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5.2 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERIOR IMAGES, INC., TO PROVIDE INTERIOR DESIGN SERVICES FOR THE IMPROVEMENT AND RENOVATION OF VARIOUS AREAS AT EL ENCANTO HEALTHCARE FACILITY, INCREASING TOTAL COMPENSATION BY \$30,000.00 AND EXTENDING THE TERM THROUGH FEBRUARY 28, 2022

RECOMMENDED ACTION: Approve the Amendment.

5.3 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., TO CONTINUE TO PREPARE 30% PRELIMINARY DESIGN FOR MULTI-BENEFIT STORMWATER CAPTURE PROJECTS FOR THE UPPER SAN GABRIEL RIVER ENHANCED WATERSHED MANAGEMENT PROGRAM THROUGH DECEMBER 31, 2020 (CONTRACT NO. 2017-1002)

RECOMMENDED ACTION: Approve the Amendment.

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

6.1 CONSIDERATION OF RESOLUTION NO. CC 2020-23 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS IN THE AMOUNT OF \$25,000.00

RECOMMENDED ACTION: Adopt Resolution No. CC 2020-23.

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

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM MARCUCCI TO APPROVE RESOLUTION NO. CC 2020-23. 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

6.2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH PATHWAY ACCESSIBILITY SOLUTIONS, INC. DBA PATHVU TO PROVIDE DATA COLLECTION AND ANALYSIS OF ALL SIDEWALKS, CROSSWALKS AND CURB RAMPS IN AN AMOUNT NOT TO EXCEED \$50,000.00 THROUGH JULY 23, 2021 (MP 20-05)

RECOMMENDED ACTION: *Approve the Agreement.*

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 APPROVE THE 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

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6.3 CONSIDERATION OF A PURCHASE AND SALE AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR RIGHT OF WAY FOR THE GRAND AVENUE AND GOLDEN SPRINGS DRIVE INTERSECTION IMPROVEMENT PROJECT (MP 99-31 #22)

RECOMMENDED ACTION: *Approve the Agreement, subject to approval of City Attorney's office.*

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

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR MOSS TO APPROVE THE AGREEMENT APPROVED BY THE CITY ATTORNEY'S OFFICE. 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

6.4 CONSIDERATION OF GRANTING AN EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR THE INSTALLATION OF ELECTRICAL DISTRIBUTION FACILITIES LOCATED AT TONNER CANYON (MP 00-20)

RECOMMENDED ACTION: *Approve the Easement, subject to approval of City Attorney's office.*

Director of Public Works/City Engineer, Josh Nelson 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 EASEMENT WITH THE APPROVAL OF CITY ATTORNEY'S OFFICE. 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

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6.5 CONSIDERATION OF RATIFYING THE EXPENDITURE OF \$38,068.00 FOR THE CITY'S PROFILE PUBLICATION IN CIVIC PUBLICATIONS, INC.'S 2020 COMMUNITY PROFILES MAGAZINE SPECIAL SECTION ISSUE

RECOMMENDED ACTION: Ratify approval of the publication in the 2020 Community Profiles Magazine issue in the amount of \$38,068.00.

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

MOTION BY MAYOR PRO TEM MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO RATIFY APPROVAL OF THE PUBLICATION IN THE 2020 COMMUNITY PROFILES MAGAZINE ISSUE IN THE AMOUNT OF \$38,068.00. 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 that a special election was on Tuesday, July 21, 2020, and the final count will be this Friday, July 24, 2020. The Election Official, Julie Robles will be setting up a special meeting next week to certify.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

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CLOSED SESSION

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

10.1 Conference with real property negotiators pursuant to Government Code Section 54956

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

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

Property: 334 El Encanto Road, 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
Under Negotiation: Price and terms of payment

10.3 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

Mayor Moss recessed the meeting into Closed Session at 9:31 a.m.

Mayor Moss reconvened the meeting at 10:59 a.m. All members of the City Council were present except Council Member Cruz.

City Attorney Casso reported out of Closed Session.

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With regard to Closed Session items 10.1, 10.2, and 10.3, the City Council provided direction to the Agency Negotiators and the City Attorney's office, no final action was taken. Nothing further to report.

City Attorney Casso added before adjourning, that the City has resolved the dispute involving William Hays. The City has made a payment in the amount of \$180,450.00 to William Hays through his attorney. There has been a mutual waiver signed for any claims current or in the future, between the City and Mr. Hayes. A dismissal with prejudice has been filed, and accepted for filing, with The Los Angeles County Court. Effectively, this matter is over.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:01 a.m.

CORY C. MOSS
MAYOR

JULIE ROBLES
CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



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
Tapas Dutta, Program Manager, CNC Engineering *TD*

DATE: August 27, 2020

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with KZAB Engineers, Inc. for structural engineering services for the Turnbull Canyon Grade Separation Project increasing compensation by \$10,000.00 (MP 99-60 #15)

Background:

On October 11, 2019, the City Council approved a Professional Services Agreement with KZAB Engineers, Inc ("KZAB") for providing structural engineering services on the Turnbull Canyon Grade Separation Project ("Project") in an amount of \$10,000.00. The scope of services included technical review and constructability review of the Project's structure plans. The Project entails elevating Turnbull Canyon with an overhead structure over the UPRR tracks. The project is located within the City and Los Angeles County. The Project is currently in design with the San Gabriel Valley Council of Government ("SGVCOG") as the Lead Agency.

Discussion:

KZAB completed the technical reviews for the 90 percent plans and the comments they provided are currently being incorporated into the plans. Once the 100 percent plans are submitted, KZAB will then provide the final 100 percent plans for final approval. The original scope covered the review of the 90 percent plans and specifications for the structural elements of the project. Amendment No. 1 provides for the additional scope to review and finalize the 100 percent plans and specifications. An additional budget of \$10,000 is required for KZAB to check the 100 percent plans for incorporation of comments and for final review of the structural documents for the Project.

Fiscal Impact:

The fiscal impact for Amendment No. 1 is \$10,000.00. The current approved budget for this Project for Fiscal Year 2020-2021 is \$175,000 (Account No. 120-702-5900) and will accommodate the additional amount.

Recommendation:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with KZAB Engineers, Inc.

Exhibit:

- A. Amendment No. 1 to the Professional Services Agreement with KZAB Engineers, Inc., dated August 27, 2020
-

TH/JN/TD:as

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with KZAB Engineers,
Inc., dated August 27, 2020

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
KZAB ENGINEERS, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 27th day of August (“Effective Date”), by and between the City of Industry, a municipal corporation (“City”) and KZAB Engineers, Inc., California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about October 11, 2019, the Agreement was entered into and executed between the City and Consultant to provide structural engineering services for the Turnbull Canyon Grade Separation Project (“Project”); and

WHEREAS, the parties desire to amend the Agreement to increase the compensation to provide for the structural review of the 100 percent plans and specifications for the Project; and

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

AMENDMENT

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

4. PAYMENT

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

The City agrees to pay Consultant monthly, in accordance to the payment rates and terms as set forth in the Agreement) attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Thousand Dollars (\$20,000.00) for the total Term of the Agreement and Amendment 1 unless additional payment is approved as provided in this Agreement.

Exhibit A, Scope of Services

The Scope of Services is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

“CITY”
City of Industry

“CONSULTANT”
KZAB Engineers, Inc.

By: _____
Troy Helling, City Manager

By: _____
Abunnasr S. Husain, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT A Scope of Services

Consultant shall perform the following services:

- Perform quality and constructability review of structure plans for the Turnbull Canyon Road Grade Separation project.
- Review cross-disciplinary plans.
- Review of relevant reports and specifications in an attempt to ensure uniformity across these various components of the contract documents.
- Check for incorporation of all 90 percent review comments for the structural elements and review the 100 percent plans and specifications for the structural elements.

**EXHIBIT A TO AMENDMENT NO. 1:
PROFESSIONAL SERVICES AGREEMENT WITH KZAB ENGINEERS, INC.,
DATED OCTOBER 11, 2019**

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 11, 2019 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and KZAB Engineers Inc., California Corporation, ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing structural engineering services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Ten Thousand Dollars (\$10,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744
Attention: City Manager

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

To Consultant: KZAB Engineers, Inc.
7416 Rutledge Court
Rancho Cucamonga, CA 91730
Attention: Abunnasr S Husain, Principal

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of Industry

"CONSULTANT"
KZAB Engineers, Inc.

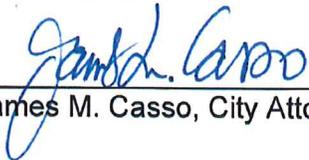
By: 
Troy Helling, City Manager

By: 
Abunnasr S. Husain, Principal

Attest:

By: Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform the following services:

- Perform quality and constructability review of structure plans for the Turnbull Canyon Road Grade Separation project.
- Review cross-disciplinary plans
- Review of relevant reports and specifications in an attempt to ensure uniformity across these various components of the contract documents

EXHIBIT B

RATE SCHEDULE

The following rates shall apply for the Services:

- Consultant shall be paid \$216.00 per hour for the Services

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

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

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

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: August 27, 2020

SUBJECT: Consideration of Resolution No. CC 2020-31– A Resolution of the City Council of the City of Industry, California, rescinding Resolution No. CC 2020-16 and adopting a revised Salary Range Schedules for City Employees and City Elected and Appointed Officials for Fiscal Year 2020-2021

BACKGROUND

On June 25, 2020, the City Council adopted Resolution No. CC 2020-16, establishing a Salary Range Schedule for all City employees and elected officials. Upon review of the Salary Range Schedule for FY 2020-2021 it had been determined some positions were calculated incorrectly therefore a revised schedule is needed to correct any discrepancies.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the FY 21 Proposed Revised Salary Schedule, as the proposed revisions are included in the FY 21 Budget.

RECOMMENDATION

Staff recommends that the City Council rescind Resolution No. CC 2020-16 and adopt Resolution CC 2020-31, adopting a revised salary schedule for City Employees and elected officials for FY 21.

Attachments:

1. Resolution CC 2020-31 – Resolution Approving the FY 21 Revised Salary Schedule for all City Employees
2. Exhibit A – FY 2020-21 Proposed Revised Salary Schedule for the City of Industry

RESOLUTION NO. CC 2020-31

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

WHEREAS, the FY 2020-21 ("FY21") Proposed Operating Budget ("Budget") was presented to the City Council for adoption on June 25, 2020; and

WHEREAS, on June 25, 2020, the City Council adopted a Salary Range Schedule for all City Employees and elected officials for FY 21; and

WHEREAS, staff recommends adopting the Revised Schedule to adjust for discrepancies made in the original schedule; and

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

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

Section 2. Findings. The City Council hereby finds as follows:

- A. The City Council is authorized under Government Code Section 36506 to establish salary ranges for City employees and appointed and elected officers.
- B. The City has followed all legal prerequisites prior to the adoption of this resolution.

Section 3. The City Council hereby rescinds Resolution No. CC 2020-16 in its entirety, and all prior salary range resolutions.

Section 4. The City Council hereby approves the City's Salary Range Schedule for Fiscal Year 2020-21, attached hereto as Exhibit A, and incorporated herein by reference.

Section 5. The City's Salary Range Schedule will be promptly made available for public review during normal business hours upon request and will also be posted on the City's website. A copy of this Salary Range Schedule will be retained for at least five years following the effective date of this Resolution.

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

Section 7. The City Clerk shall certify to the passage and 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 27, 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, City Clerk

CITY OF INDUSTRY



SALARY RANGE SCHEDULE

FY 2020-2021

Date Effective: July 1, 2020

Exhibit A

NON-MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
1	Receptionist I	Annually	\$39,780.00	\$53,040.00	NE
		Monthly	\$3,315.00	\$4,420.00	
2	Administrative Technician I Receptionist II	Annually	\$49,327.20	\$65,769.60	NE
		Monthly	\$4,110.60	\$5,480.80	NE
3	Accounting Technician I	Annually	\$54,863.40	\$73,151.16	NE
	Administrative Technician II	Monthly	\$4,571.95	\$6,095.93	NE
	Planning Technician I				NE
4	Human Resources Technician I	Annually	\$54,100.80	\$72,134.40	NE
		Monthly	\$4,508.40	\$6,011.20	
5	Accounting Technician II	Annually	\$61,906.68	\$82,542.24	NE
	Code Enforcement Officer I	Monthly	\$5,158.89	\$6,878.52	NE
	Planning Technician II				NE
	Administrative Technician III				NE
6	Code Enforcement Officer II	Annually	\$68,900.52	\$91,867.44	NE
	Human Resources Technician II	Monthly	\$5,741.71	\$7,655.62	NE
	Accounting Technician III				NE
7	Accountant I	Annually	\$68,918.88	\$91,891.80	NE
	Financial Analyst I	Monthly	\$5,743.24	\$7,657.65	NE
	Human Resources Analyst I				NE
	Management Analyst I				NE
8	Deputy City Clerk	Annually	\$70,231.56	\$93,642.12	NE
	Deputy City Treasurer	Monthly	\$5,852.63	\$7,803.51	NE

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2020-2021

Date Effective: July 1, 2020

MANAGEMENT CLASSIFICATIONS

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
10	Accountant II	Annually	\$72,399.60	\$96,532.80	E
	Financial Analyst II	Monthly	\$6,033.30	\$8,044.40	E
	Human Resources Analyst II				E
	Management Analyst II				E
12	Accountant III	Annually	\$87,595.56	\$116,794.08	E
	Financial Analyst III	Monthly	\$7,299.63	\$9,732.84	E
	Human Resources Analyst III				E
	Management Analyst III				E
15	Development and Administrative services Manager	Annually	\$116,555.40	\$155,407.20	E
	Public Affairs and Inter-Governmental Liaison Manager	Monthly	\$9,712.95	\$12,950.60	E
	Human Resources Manager				
16	City Clerk	Annually	\$122,400.00	\$164,322.00	E
		Monthly	\$10,200.00	\$13,693.50	
19	City Treasurer	Annually	\$170,576.64	\$227,435.52	E
		Monthly	14,214.72	\$18,952.96	
20	Director of Finance	Annually	\$200,109.36	\$250,136.64	E
	Assistant City Manager	Monthly	\$16,675.78	\$20,844.72	E
21	City Engineer/Director of Public Works	Annually	\$210,109.36	\$250,136.64	E
		Monthly	\$16,675.78	\$20,844.72	E
25	City Manager - Contract Position	Annually		\$260,000.52	E
		Monthly		\$21,666.71	

CITY OF INDUSTRY

SALARY RANGE SCHEDULE

FY 2020-2021

Date Effective: July 1, 2020

PART-TIME EMPLOYEES (HOURLY)

<u>Grade</u> <u>Range #</u>	<u>POSITION</u>		<u>SALARY RANGE</u>		<u>Exempt</u> <u>Status</u>
			<u>Bottom Step</u>	<u>Top Step</u>	
PT-1	P/T Receptionist I	Hourly	\$19.13	\$25.50	N/A
PT-2	P/T Receptionist II Administrative Technician I	Hourly	\$23.72	\$31.62	N/A
PT-3	Administrative Technician II	Hourly	\$26.38	\$35.17	N/A
PT-5	Code Enforcement Officer I IT Technician	Hourly	\$29.76	\$39.68	N/A
PT-6	Code Enforcement Officer II	Hourly	\$33.13	\$44.17	N/A

BOARDS AND COMMISSIONS

<u>POSITION</u>			<u>SALARY RANGE</u>		<u>Exempt</u>
			<u>Monthly</u>		
BC-1	City Council/Successor Agency/Industry Public Finance Authority	Stipend	\$2,008.70		E
BC-2	Industry Public Utilities Commission	Stipend	\$255.50		E
BC-3	Planning Commission	Stipend	\$709.00		E
BC-4	Civic Recreational Industrial Authority	Stipend	\$709.00		E
BC-5	Industry Property and Housing Management Authority	Stipend	\$625.00		E

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: Troy Helling, City Manager *TH*

Staff: Nathalie Vazquez, Consultant Assistant Planner II *NV*
Dina Lomeli, Consultant Associate Planner *D.L.*

Date: August 27, 2020

Subject: Consideration of Development Plan 20-1 for the construction of a new 86,950 square-foot tilt-up industrial building on an undeveloped 3.99-acre parcel located at 886 South Azusa Avenue.

Proposal:

Desmond Donnellan, representing Donlon Builders, is requesting approval of Development Plan No. 20-1 ("DP 20-1") for the proposed construction of a new 86,950 square-foot industrial building on a 3.99-acre undeveloped parcel located at 886 South Azusa Avenue ("Property"). As shown on the site plan (Exhibit B), the proposed building foot-print is 73,310 square-feet with a 7,640 square-foot covered loading dock area, and a 6,000 square-foot mezzanine resulting in a total floor area of 86,950 square-feet with 123 automobile parking spaces, 29,080 square-feet of landscaping, and seven (7) loading docks ("Project"). The applicant's request complies with the City's development guidelines contained within Title 17 of the City's Municipal Code ("Code").

Project Background:

According to City of Industry ("City") records, in February of 2002, a residential unit with a barn was demolished. The site has remained undeveloped since said demolition, except for an existing billboard that will remain on the Property.

Location and Surroundings:

As shown on the location map (Exhibit A), the Project site is located on southeast corner of Anaheim Puente Road and Chestnut Street. The recorded address on the property is 886 South Azusa Avenue (APN's No. 8264-025-906, 8264-025-901, and 8264-005-911). The Property is surrounded by industrial uses to the north, south, east, and west. There are also two existing, legal-nonconforming one story, detached single family homes to the north across Chestnut Street.

Staff Analysis:

Staff has reviewed that the proposed development project and determined that it is consistent with the Zoning ("M" – Industrial) and General Plan (Employment) designations of the property and complies with the development and design standards found in Section 17.36, Design Review, of the Code. Specifically, the project will be in compliance with all applicable development standards which includes: landscaping, building height, lot coverage, setbacks and parking.

Property

As illustrated on the attached site plan (Exhibit B), the proposed Project sits on an undeveloped, 3.99-acre irregular shaped parcel. The Property is currently undeveloped with the exception of an existing billboard that will remain as part of the Project. The proposed Project will consist of a new concrete tilt-up industrial building with a total floor area of 86,950 square-feet with seven loading docks that will be located on easterly elevation of the building. New landscaping will be installed around the property frontage acting as a buffer between the public right of way.

Access

The Property is served by street access adequate in width and improved as necessary to carry the quantity of traffic such a use would generate. The Property will be located on an irregular shaped lot that will be accessible from a single 34-foot-wide drive way from Anaheim and Puente Road and two driveway entrances from Chestnut Street, a 50 foot driveway exit and entrance and a 26 foot driveway entrance and exit.

On June 25, 2020, the City of Industry City Council adopted Resolution No. CC 2020-20, changing how the City evaluates potential traffic impacts for the purposes of CEQA. As a result, the City is now required to use Vehicle Miles Travel ("VMT") instead of Level of Service ("LOS") as the metric to evaluate transportation impacts. Using the VMT method, the Project's potential VMT impact were evaluated, and it was determined that the Project is screened out from the preparation of a complete VMT analysis because it was below the Baseline VMT metrics (Low VMT area). In addition, the Project is surrounded by similar land use types; therefore, no further traffic analysis is required.

Compatibility

The proposed construction of a new industrial building is compatible with the surrounding properties. The Property is in an urbanized area and is surrounded by industrial uses to the north, south, east, and west. To the north, across Chestnut Street are legal nonconforming residential uses. In order to maintain a harmonious environment with the adjacent residential and surrounding industrial uses, the proposed building and site will provide a variety of high-quality design treatments. As illustrated in the Elevations (Exhibit D), the structure will be a concrete tilt-up building and include decorative elements such as the use of wood to clearly identify the building's main office entrance and arranging the same wood material along the roofline of the structure giving all elevations of the building similar design attention as the main entrance. In addition, the use of aluminum canopies will be located on all building elevations to compliment the windows proposed on the building. As for the legal non-conforming housing just north of the Property along Chestnut Street, the site plan and elevations show that the structure will be setback 30 feet from the front of the curb and will be heavily landscaped off Chestnut Street.

Landscaping

Pursuant to section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. Based on this requirement, a minimum of 20,866 square-feet of landscaping is required for the 3.99-acre site (173,885 square-feet). The applicant is exceeding this requirement by proposing 29,080 square-feet of landscaping (16.7%).

Parking

Per Section 17.12.50.K. of the Code, parking for 86,950 square-foot industrial building requires 50 spaces plus one space per 750 square feet of floor area over 25,000 square-feet. Based on this formula, a total of 123 parking spaces are required. The applicant is meeting this requirement by providing a total of 123 parking spaces on this site.

Environmental Analysis:

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section

15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations for the following reasons: The General Plan land use designation of the property is Employment, with a zoning designation of Industrial, which allows for the construction and operation of industrial buildings. The proposed Project complies with all the goals and policies of the City's general plan; specifically, goals LU1 – An employment and commercial hub for the San Gabriel and Los Angeles metropolitan area. The development will contribute to the creation of additional jobs in the San Gabriel Valley and Los Angeles metropolitan area both in the construction industry during the development phase, and once the Project is complete, additional jobs will be necessary to operate the use at the building. By complying with the Goal LU1 the policies LU1-1, accommodating business and employment uses as the primary land use and LU1-2 limiting ancillary uses on industrial sites thus limiting office and showrooms to support industrial activities are met since the proposed building is designed to accommodate the operation of industrial businesses as the primary use with some ancillary office. LU2 Goal is (can be) achieved as the Property is currently undeveloped, so the construction of a new building will contribute to the long-term economic future of the City more so than an underutilized, undeveloped land. LU5 Goal is achieved since the building's architecture and design is functional and aesthetically pleasing in order to assure high quality development in the City. In addition, the proposed development meets all the zoning requirements in regard to lot coverage, building height, parking, landscaping, and setbacks.
- (b) The proposed development occurs within City limits on a Project site no more than five acres substantially surrounded by urban uses. The proposed Project is located at 886 South Azusa Avenue, in the City of Industry, and is composed of three parcels (Assessor's Parcel No. 8264-025-906, 8264-025-901, and 8264-005-911) that will be conditioned to be held as one parcel (or lot merger) resulting in a total site area of 3.99 acres (173,885 square-feet). The Property is currently surrounded by industrial uses to north, south, east, and west. This includes a 10,051 square-foot warehouse and an 11,384 square-foot warehouse just north of the property across Chestnut Street, to the south and east across Azusa Avenue are a series of five industrial buildings; this includes a 47,383 square-foot industrial building, a 155,600 square-foot industrial building, a 72,271 square-foot industrial building, a 221,653 square-foot industrial building, and a 115,227 square-foot industrial building. To the west across Anaheim Puente Road is the Industry Distribution Center which consists of a total of six industrial buildings; this includes a 30,278 square-foot industrial building, a 26,881 square-foot industrial building, a 27,129 square-foot industrial building, a 17,681 square-foot industrial building, a 28,584 square-foot industrial building, and a 576,209 square-foot industrial building. There are also two existing, legal-nonconforming residential uses on an Industrial zoned property just north of the Property across Chestnut Street.
- (c) The area where the proposed Project is located is in an urbanized area that is built-out with roads, industrial buildings, and some residential; therefore, the project site has no value as habitat for endangered, rare or threatened species. Additionally, as noted in the City's General Plan, since the City is largely built-out and urbanized, it does not contain any biological resources. Furthermore, the General Plan makes reference to scattered vacant parcels, much like the Property in question, and determined that these undeveloped properties are not considered significant with regard to biological resources because they are located within heavily urbanized areas; are disconnected, isolated islands; and do not contain sources of plant or animal species or serve as wildlife corridors.

- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed industrial building is located within an urbanized area with existing industrial buildings and roads. (1) Less than significant traffic impacts are anticipated because the proposed industrial building does not exceed the City's adopted VMT baseline and thresholds of significance. (2) There will be less than significant impacts to noise because the proposed Project is located in an urbanized industrial area that currently generates noise from traffic, roads, and the surrounding industrial businesses; therefore, the impacts to noise will be negligible and not be any more significant than what the area already produces. Potential noise impacts will be further mitigated by the LA County Noise Ordinance and through the implementation of best management practices required for construction. Also, conditions of approval will be attached (Attachment 1) requiring the Applicant, property owner, construction contractors, and business owners to comply with the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 2.08.390). (3 & 4) There will be less than significant impacts to air or water quality because temporary construction and post construction operations will not exceed the threshold of significance. In addition, it will be conditioned in the attached conditions of approval that the Applicant, property owner, construction contractors, and business owners will need to comply and all the requirements found in the California State Building Code, and all State and Federal standards in regards to air quality and water quality, as well as the City's Water Quality Standards found in the City's General Plan and Municipal Code.
- (e) The Project site can be adequately served by all required utilities and public services. Although the Project site is currently undeveloped, it will comply with all of the City's codes, Los Angeles County Codes, and State Building Codes to ensure that utilities are adequately provided to the site

Fiscal Impact:

DP. No. 20-1 will have a positive impact on property tax revenues, increase sales tax and contribute to the City's professional environment.

Recommendation:

Based on the analysis provided with this staff report, staff recommends that the City Council adopt Resolution No. CC 2020-26 approving the Development Plan, and Standard Requirements and Conditions of Approval contained in the Resolution (Exhibit F).

Exhibits:

- A. Location Map – DP 20-1
- B. Site Plan – DP 20-1
- C. Floor Plan – DP 20-1
- D. Elevations – DP 20-1
- E. Notice of Exemption – DP 20-1
- F. Resolution No. CC 2020-26 – approving Development Plan No. 20-1 with findings of approval, Standard Requirements and Conditions of Approval.

EXHIBIT A

Location Map – DP 20-1

[Attached]

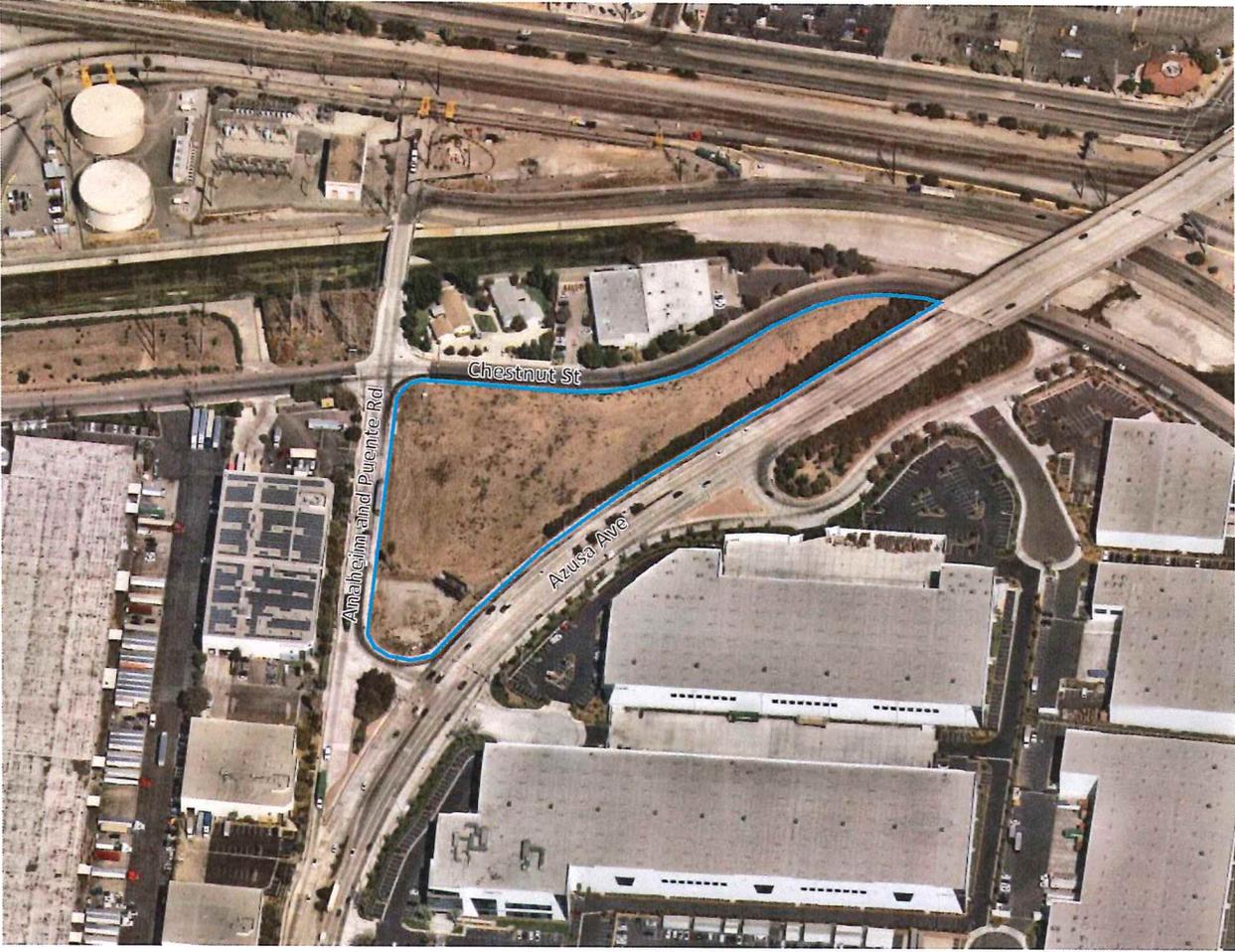
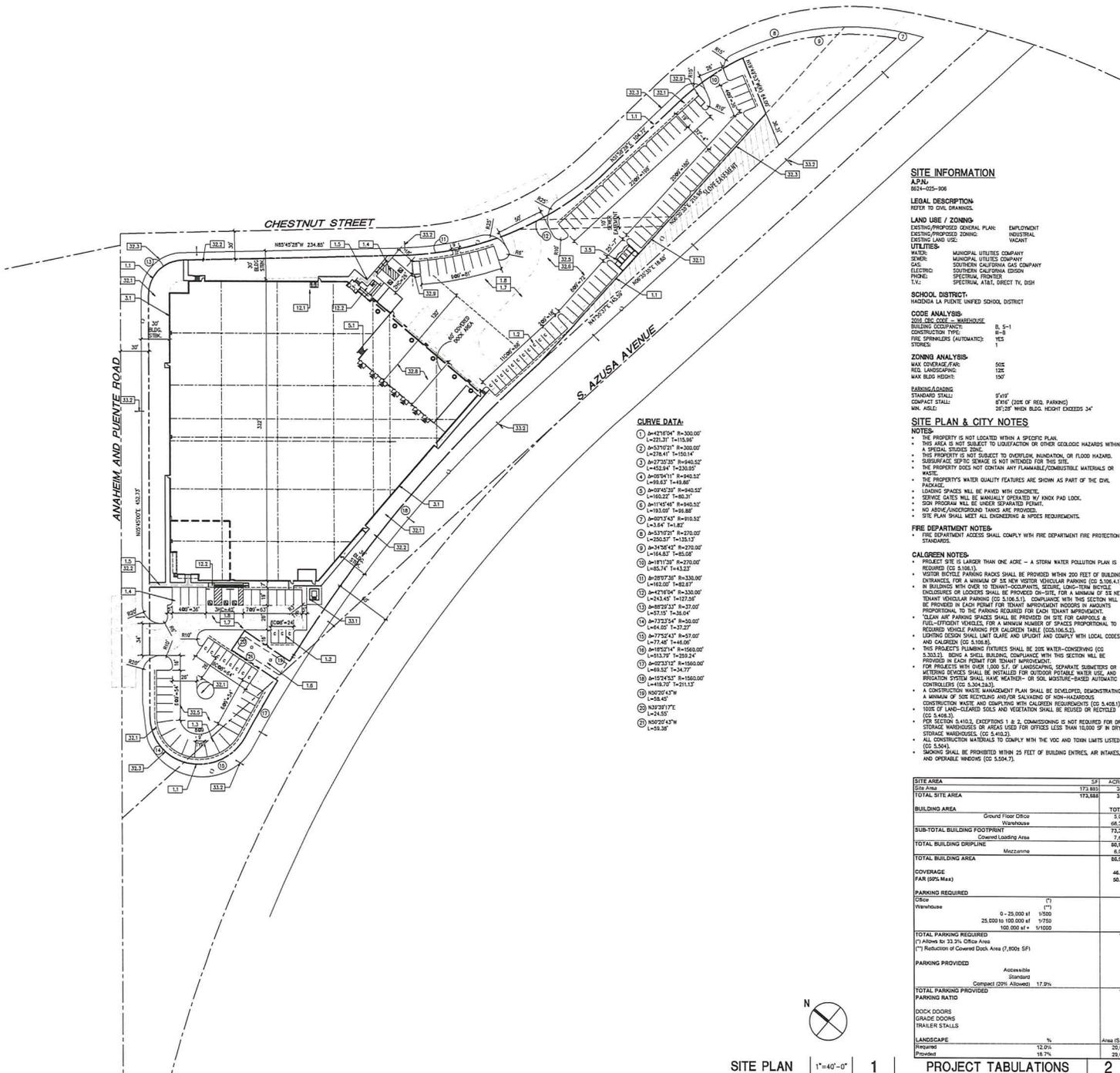


EXHIBIT B

Site Plan – DP 20-1

[Attached]



CURVE DATA:

1. Δ=42°16'04" R=300.00'
L=232.37 T=115.95'
2. Δ=33°10'21" R=300.00'
L=276.47 T=150.14'
3. Δ=67°30'27" R=494.52'
L=522.84 T=230.82'
4. Δ=10°21'41" R=494.52'
L=494.52 T=49.88'
5. Δ=20°42'27" R=494.52'
L=494.52 T=49.88'
6. Δ=11°45'44" R=949.05'
L=1433.07 T=143.88'
7. Δ=27°34'43" R=949.05'
L=344.82 T=81.82'
8. Δ=33°10'21" R=270.00'
L=252.37 T=125.17'
9. Δ=10°21'41" R=270.00'
L=164.82 T=85.08'
10. Δ=17°17'27" R=270.00'
L=482.74 T=43.23'
11. Δ=20°17'20" R=330.00'
L=410.00 T=145.87'
12. Δ=17°16'04" R=330.00'
L=243.47 T=127.58'
13. Δ=42°16'04" R=330.00'
L=437.19 T=213.04'
14. Δ=17°17'27" R=630.00'
L=484.00 T=237.27'
15. Δ=17°17'27" R=630.00'
L=77.45 T=44.00'
16. Δ=17°21'14" R=590.00'
L=415.37 T=203.14'
17. Δ=20°23'12" R=590.00'
L=415.37 T=203.14'
18. Δ=17°24'51" R=590.00'
L=415.37 T=203.14'
19. 100°20'47"W
L=52.40'
20. 132°20'17"E
L=24.50'
21. 100°20'47"W
L=52.38'

SITE INFORMATION

APN: 0624-025-006

LEGAL DESCRIPTION: REFER TO CIVIL DRAWINGS

LAND USE / ZONING: EMPLOYMENT INDUSTRIAL W/OUT

UTILITIES: WATER: MUNICIPAL UTILITIES COMPANY
SEWER: MUNICIPAL UTILITIES COMPANY
GAS: SOUTHERN CALIFORNIA GAS COMPANY
ELECTRIC: SOUTHERN CALIFORNIA EDISON
TELEPHONE: SPECTRUM
TV: SPECTRUM, AT&T, DIRECT TV, DISH

SCHOOL DISTRICT: HUDSON LA PLATA UNIFIED SCHOOL DISTRICT

CODE ANALYSIS: MHC CODE: MHC-100
BUILDING CODE: B-5-1
CONSTRUCTION TYPE: R-8
FIRE SPRINKLES (AUTOMATIC): YES
STORIES: 1

ZONING ANALYSIS: MHC OFFICE PAR: 502
RED LANDSCAPE: 122
MAX BLDG HEIGHT: 150'

PARKING/LOADING: STANDARD STALL: 5'x10'
COMPACT STALL: 5'x8' (SIDE OF REG. PARKING)
MIN. ASLE: 20'; 20' HIGH BLDG. HEIGHT EXCEEDS 34'

SITE PLAN & CITY NOTES

NOTES:
1. THE PROPERTY IS NOT LOCATED WITHIN A SPECIFIC PLAN.
2. THIS AREA IS NOT SUBJECT TO LIQUIDATION OR OTHER GEOLOGIC HAZARDS WITHIN A SPECIAL SEISMIC ZONE.
3. THE PROPERTY IS NOT SUBJECT TO OVERFLOW, INUNDATION, OR FLOOD HAZARD. SURFACE WATER DRAINAGE IS NOT INTENDED FOR THIS SITE.
4. THE PROPERTY DOES NOT CONTAIN ANY FLAMMABLE/COMBUSTIBLE MATERIALS OR WASTE.
5. THE PROPERTY'S WATER QUALITY FEATURES ARE SHOWN AS PART OF THE CIVIL PACKAGE.
6. LOADING SPACES WILL BE PAVED WITH CONCRETE.
7. SERVICE CAGES WILL BE MANUALLY OPERATED BY KNIFE PAD LOCK.
8. SIGN PROGRAM WILL BE UNDER SEPARATE PERMIT.
9. NO ADJACENT/UNDERGROUND TANKS ARE PROVIDED.
10. SITE PLAN SHALL MEET ALL ENGINEERING & NPDES REQUIREMENTS.

FIRE DEPARTMENT NOTES:

1. FIRE DEPARTMENT ACCESS SHALL COMPLY WITH FIRE DEPARTMENT FIRE PROTECTION STANDARDS.

CALGREEN NOTES:

1. PROJECT SITE IS LARGER THAN ONE ACRE - A STORM WATER POLLUTION PLAN IS REQUIRED (CC 5.106.1).
2. VESTIBULE PARKING SPACES SHALL BE PROVIDED WITHIN 200 FEET OF BUILDING ENTRANCES, FOR A MINIMUM OF SIX NEW VESTIBULE PARKING SPACES (CC 5.106.4.1).
3. IN BUILDINGS WITH OVER 1000 SQ. FT. OF LANDSCAPING, SEPARATE SUBMITTALS FOR ENCLOSURES OR LOADERS SHALL BE PROVIDED ON-SITE, FOR A MINIMUM OF SIX NEW TENDR VESTIBULE PARKING SPACES (CC 5.106.1.5). COMPLIANCE WITH THIS SECTION WILL BE PROVIDED IN EACH PERMIT FOR TENDR IMPROVEMENT ADDITIONS IN ARGONTS PROPORTIONAL TO THE TENDR PARKING PROVIDED FOR EACH TENDR IMPROVEMENT.
4. "CLEAN AIR" PARKING SPACES SHALL BE PROVIDED ON SITE FOR CARPOOLS & VEHICLES WITH LOW EMISSIONS. COMPLIANCE WITH THIS SECTION WILL BE PROVIDED IN EACH PERMIT FOR TENDR IMPROVEMENT ADDITIONS IN ARGONTS PROPORTIONAL TO THE TENDR PARKING PROVIDED FOR EACH TENDR IMPROVEMENT.
5. THIS PROJECT'S PLANNING FEATURES SHALL BE SEE WATER-CONSERVING (CC 5.106.8).
6. THIS PROJECT'S PLANNING FEATURES SHALL BE SEE WATER-CONSERVING (CC 5.106.8).
7. FOR PROJECTS WITH OVER 1,000 SQ. FT. OF LANDSCAPING, SEPARATE SUBMITTALS FOR WEEDING SERVICES SHALL BE PROVIDED FOR OUTDOOR POTABLE WATER USE. AIR AND IRRIGATION SYSTEM SHALL HAVE WEATHER- OR SOIL MOISTURE-BASED AUTOMATIC CONTROLS (CC 5.106.3).
8. A CONSTRUCTION WASTE MANAGEMENT PLAN SHALL BE DEVELOPED, DEMONSTRATING A MINIMUM OF 50% REDUCTION AND/OR SEPARATION OF NON-HAZARDOUS CONSTRUCTION WASTE AND COMPLIANCE WITH CALGREEN REQUIREMENTS (CC 5.402.1).
9. TYPE OF LAND-CLEARING SOILS AND VEGETATION SHALL BE RECORDED ON RECYCLED (CC 5.402.2).
10. PER SECTION 5.402.3, EXCEPTING 1 & 2, COMPOSTING IS NOT REQUIRED FOR DRY STORAGE WAREHOUSES OR AREAS USED FOR OFFICES LESS THAN 10,000 SF IN DRY STORAGE WAREHOUSES (CC 5.412.3).
11. ALL CONSTRUCTION MATERIALS TO COMPLY WITH THE VOC AND TOXIN LIMITS LISTED (CC 5.504).
12. SMOKING SHALL BE PROHIBITED WITHIN 25 FEET OF BUILDING EXTERIOR, AIR INTAKES, AND OPERABLE WINDOWS (CC 5.504.7).

PROJECT TABULATIONS

SITE AREA	SF	ACRES
Site Area	172,883	3.99
TOTAL SITE AREA	172,883	3.99
BUILDING AREA		
Ground Floor Office	3,000	
Warehouse	68,310	
SUB-TOTAL BUILDING FOOTPRINT	73,310	
TOTAL BUILDING DRIFLINE	7,640	
Mazuzone	6,000	
TOTAL BUILDING AREA	80,950	
COVERAGE		
PARK (DRIVE)	46.6%	
PARKING REQUIRED	60.9%	
Office	(*)	0
Warehouse	0 - 25,000 sf	50
	25,000 to 100,000 sf	72
	100,000 sf +	110,000
TOTAL PARKING REQUIRED	(*)	122
(*) Allow for 25.0% Office Area		
(**) Reduction of Covered Dock Area (7,500 SF)		
PARKING PROVIDED		
Accessible	5	
Standard	87	
Compact (20% Allowed)	17.9%	
TOTAL PARKING PROVIDED	110	
PARKING RATIO		
DOCK DOORS	7	
GRADE DOORS	2	
TRAILER STALLS	6	
LANDSCAPE		
Required	12.0%	Area (S.F.)
Provided	18.7%	20,660
		28,000

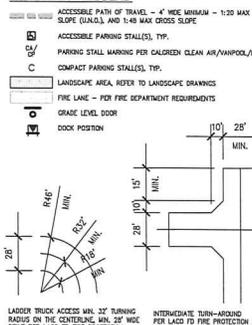
KEYNOTES

- 1.0 GENERAL
 - 1.1 PROPERTY LINE/ R.O.W. - REFER TO CIVIL DRAWINGS
 - 1.2 COMPACT PARKING STALLS - TYP
 - 1.3 STANDARD PARKING STALLS - TYP
 - 1.4 ADA-ACCESSIBLE PARKING STALLS
 - 1.5 ACCESSIBLE PATH OF TRAVEL
 - 1.6 EXISTING BILLBOARD TO REMAIN (16'x25')
 - 1.7 2'-WAY DRIVE W/ 20' WALK
 - 1.8 FIRE DEPT. ACCESS DRIVE: 20' W WALK (ON 1 OR MORE SIDES)
- 1.0 COVER
 - 3.1 TILT-UP CONCRETE BUILDING WALL
 - 3.2 CONCRETE STAR W/ HANDRAIL & 4" GUARDRAIL
 - 3.3 CONCRETE STAR W/ HANDRAIL
 - 3.4 NOT USED
 - 3.5 TILT-UP CONCRETE TRASH ENCLOSURE, 4' TALL TYP.
 - 3.6 TILT-UP CONCRETE GUARDRAIL, 10.0'x 42" ABOVE HIGH SIDE
 - 3.0 METAL FABRICATIONS
 - 3.1 STEEL PIPE BILLBOARD
 - 1.0 FURNISHING
 - 1.1 BOTTLE RACK FOR CAL GREEN; LONG-TERM USE OF EMPLOYEE PARKING - REFER TO TABULATION
 - 1.2 BOTTLE RACK FOR CAL GREEN; SHORT-TERM USE OF VESTIBULE PARKING - REFER TO TABULATION
 - 1.3 EXISTING BIPOLE - REFER TO CIVIL AND LANDSCAPE U.N.O.
 - 2.0 EXTERIOR IMPROVEMENT - REFER TO CIVIL AND LANDSCAPE U.N.O.
 - 2.1 LANDSCAPE PLANTING AREA
 - 2.2 CONCRETE WALKWAY
 - 2.3 CONCRETE CURB, TYP.
 - 2.4 PRECAST CONCRETE WHEEL STOP
 - 2.5 VEHICULAR PAVING
 - 2.6 CONCRETE COMMERCIAL DRIVEWAY
 - 2.7 CONCRETE DOCK DOOR APRON
 - 2.8 ENCLOSED DOCK AREA
 - 2.9 FLORSA LINE SUP. REFER TO CIVIL
 - 3.0 UTILITIES - REFER TO CIVIL AND ELECTRICAL
 - 3.1 ELECTRICAL TRANSFORMERS
 - 3.2 EXISTING STREET LIGHT POLE
 - 3.3 EXISTING HYDRANT

GENERAL NOTES

1. GUARDS SHALL BE LOCATED ALONG OPEN SIDE OF WALKING SURFACES, STAIRS, RAMP AND LANDINGS THAT ARE LOCATED MORE THAN 30 INCHES ABOVE VERTICALLY TO THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY TO THE EDGE OF THE OPEN SIDE. CHARGES ARE NOT REQUIRED ON THE LOADING SIDE OF LOADING DOORS (CC 10.13.1).
2. THE FINISH SLOPE OF WALKING SURFACE SHALL NOT BE STEEPER THAN 1:20 (EXC. THE GROSS SLOPE OF WALKING SURFACE SHALL NOT BE STEEPER THAN 1:48 (EXC.)).
3. THE CLEAR WIDTH FOR SIDEWALKS AND WALKS SHALL BE 48 INCHES MINIMUM.
4. THE WASTE STORAGE AREA SHALL BE GRADED SO THAT STORAGE CONTAINERS REMAIN AT REST WITHOUT NECESSARY RESTRAINING DEVICES.

SITE PLAN - LEGEND



LACO FIRE DEPT. STANDARDS



AERIAL MAP NTS 4



VICINITY MAP NTS 3



8811 Research Drive,
Suite 200,
Irvine, CA 92618
T: 949 474 1775
F: 949 555 9133

AZUSA AVENUE INDUSTRIAL BUILDING
804 SOUTH AZUSA AVENUE
CITY OF INDUSTRY, CA 91702

DEVELOPED FOR:
DONLON BUILDERS

NO.	DESCRIPTION	DATE
1	TYP. SIGNETAL	1/13/2020
2	TYP. RE-SIGNETAL	3/17/2020

SITE PLAN PROJECT TABULATIONS

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREON CONSTITUTE THE DESIGN AND UNDERSTANDING WORK OF THE ARCHITECT AND THE SAME MAY NOT BE REPRODUCED, COPIED OR OTHERWISE TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

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JOB NO. DON002.01 SHEET NO.
DATE 1/13/20
DRAWN GAA
FILE NAME: DON002_A1_1

A1.1

EXHIBIT C

Floor Plan – DP 20-1

[Attached]

Exhibit D

Elevations - DP 20-1

[Attached]

Exhibit E

Notice of Exemption – DP 20-1

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

Project Title: Development Plan No. 20-1

Project Location: 886 South Azusa Avenue, 91748

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

Description of Project: Development Plan 20-1, the proposed construction of a new 86,950 square-foot tilt-up industrial building on an undeveloped 3.99-acre parcel

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

Name of Person or Agency Carrying Out Project: Desmond Donnellan with Donlon Builders

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:* 15332 (a) through e
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Based upon independent staff analysis and in accordance with CEQA, this project is exempt per Section 15332 (Class In-Fill Development Projects (a) through (e)). This Class 32 exemption applies to this development because it is an industrial use that is consistent with the General Plan and the City's zoning code, the 3.99 acre lot is less than five acres, the project is within a fully developed area and property therefore has no value as there is no habitat or endangered species, there are no significant effects anticipated as a result of this project in relation to traffic, noise or air quality, or water quality because it is located within an urban area, and the property is currently served by all required utilities and public services.

Lead Agency

Contact Person: Nathalie Vazquez

Telephone: (626) 333-2211 ext 107

Signature: _____

Date: _____

Title: Contract Assistant Planner II

Exhibit F

Resolution No. CC 2020-26

[Attached]

RESOLUTION NO. CC 2020-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 20-1, FOR THE CONSTRUCTION OF A NEW 86,950 SQUARE-FOOT TILT-UP INDUSTRIAL BUILDING LOCATED AT 886 SOUTH AZUSA AVENUE, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, on June 18, 2020, Desmond Donnellan, representing Donlon Builders (“Applicant”) filed a complete application requesting approval of Development Plan (“DP”) No. 20-1 described herein (“Application”); and

WHEREAS, the Application applies to a 3.99 acre property located at 886 South Azusa Avenue, City of Industry, California, Assessor’s Parcel Number’s 8264-025-906, 8264-025-901, and 8264-005-911 (“Property”); and

WHEREAS, the Applicant is proposing to construct an 86,950 square-foot tilt-up industrial building, located in the “M” Industrial zone and, in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment. The proposed construction of a new industrial warehouse building is consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon independent staff analysis and in accordance with CEQA, this project is exempt per Section 15332 (Class In-Fill Development Projects (a) through (e)). This Class 32 exemption applies to this development because it is an industrial use that is consistent with the General Plan and the City’s zoning code, the 3.99 acre lot is less than five acres, the project is within a fully developed area and property therefore has no value as there is no habitat or endangered species, there are no significant effects anticipated as a result of this project in relation to traffic, noise or air quality, or water quality because it is located within an urban area, and the property is currently served by all required utilities and public services; and

WHEREAS, on August 27, 2020 the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Industry as follows:

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

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

SECTION 3: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons:

- (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations for the following reasons: The General Plan land use designation of the property is Employment, with a zoning designation of Industrial, which allows for the construction and operation of industrial buildings. The proposed Project complies with all the goals and policies of the City's general plan; specifically, goals LU1 – An employment and commercial hub for the San Gabriel and Los Angeles metropolitan area. The development will contribute to the creation of additional jobs in the San Gabriel Valley and Los Angeles metropolitan area both in the construction industry during the development phase, and once the Project is complete, additional jobs will be necessary to operate the use at the building. By complying with the Goal LU1 the policies LU1-1, accommodating business and employment uses as the primary land use and LU1-2 limiting ancillary uses on industrial sites thus limiting office and showrooms to support industrial activities are met since the proposed building is designed to accommodate the operation of industrial businesses as the primary use with some ancillary office. LU2 Goal is (can be) achieved as the Property is currently undeveloped, so the construction of a new building will contribute to the long-term economic future of the City more so than an underutilized, undeveloped land. LU5 Goal is achieved since the building's architecture and design is functional and aesthetically pleasing in order to assure high quality development in the City. In addition, the proposed development meets all the zoning requirements in regard to lot coverage, building height, parking, landscaping, and setbacks.
- (b) The proposed development occurs within city limits on a project site no more than five acres substantially surrounded by urban uses. The proposed Project is located at 886 South Azusa Avenue, in the City of Industry, and is composed of three parcels (Assessor's Parcel No. 8264-025-906, 8264-025-901, and 8264-005-911) that will be conditioned to be held as one parcel (or lot merger) resulting in a total

site area of 3.99 acres (173,885 square-feet). The Property is currently surrounded by industrial uses to north, south, east, and west. This includes a 10,051 square-foot warehouse and an 11,384 square-foot warehouse just north of the property across Chestnut Street, to the south and east across Azusa Avenue are a series of five industrial buildings; this includes a 47,383 square-foot industrial building, a 155,600 square-foot industrial building, a 72,271 square-foot industrial building, a 221,653 square-foot industrial building, and a 115,227 square-foot industrial building. To the west across Anaheim Puente Road is the Industry Distribution Center which consists of a total of six industrial buildings; this includes a 30,278 square-foot industrial building, a 26,881 square-foot industrial building, a 27,129 square-foot industrial building, a 17,681 square-foot industrial building, a 28,584 square-foot industrial building, and a 576,209 square-foot industrial building. There are also two existing, legal-nonconforming residential uses on an Industrial zoned property just north of the Property across Chestnut Street.

- (c) The area where the proposed Project is located is in an urbanized area that is built-out with roads, industrial buildings, and some residential; therefore, the project site has no value as habitat for endangered, rare or threatened species. Additionally, as noted in the City's General Plan, since the City is largely built-out and urbanized, it does not contain any biological resources. Furthermore, the General Plan makes reference to scattered vacant parcels, much like the Property in question, and determined that these undeveloped properties are not considered significant with regard to biological resources because they are located within heavily urbanized areas; are disconnected, isolated islands; and do not contain sources of plant or animal species or serve as wildlife corridors.
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed industrial building is located within an urbanized area with existing industrial buildings and roads. (1) Less than significant traffic impacts are anticipated because the proposed industrial building does not exceed the City's adopted VMT baseline and thresholds of significance located in a Low VMT area. (2) There will be less than significant impacts to noise because the proposed Project is located in an urbanized industrial area that currently generates noise from traffic, roads, and the surrounding industrial businesses; therefore, the impacts to noise will be negligible and not be any more significant than what the area already produces. Potential noise impacts will be further mitigated by the LA County Noise Ordinance and through the implementation of best management practices required for construction. Also, conditions of approval will be attached (Attachment 1) requiring the Applicant, property owner, construction contractors, and business owners to comply with the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 2.08.390). (3 & 4) There will be less than significant impacts to air or water quality because temporary construction and post construction operations will not exceed the threshold of significance. In addition, it will be conditioned in the attached conditions of approval that the Applicant,

property owner, construction contractors, and business owners will need to comply and all the requirements found in the California State Building Code, and all State and Federal standards in regards to air quality and water quality, as well as the City's Water Quality Standards found in the City's General Plan and Municipal Code.

- (e) The Project site can be adequately served by all required utilities and public services. Although the Project site is currently undeveloped, it will comply with all of the City's codes, Los Angeles County Codes, and State Building Codes to ensure that utilities are adequately provided to the site

SECTION 4: Based upon substantial evidence presented to the City Council during the August 27, 2020 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

- (a) The site is suitable for development in accordance with the development plan because the project is in conformance with the City's General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the Code. This includes: setbacks, building height, parking and landscape standards.
- (b) The total development is arranged to avoid traffic congestion, ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties because the development has been designed to minimize any potential impacts by complying with the City's current Code. The Applicant, existing and potential business owners and tenants, and the property owner are also responsible for complying with the current Los Angeles County Building and Los Angeles County Fire Codes. Less than significant traffic impacts are anticipated because the proposed industrial building will not exceed the lowest acceptable peak (LOS) outlined in the Circulation Element of the City of Industry General Plan when considering the size and scope of the proposed industrial building. The Project will also comply with the City wide driveway and drive aisle requirements to reduce traffic and congestion. Furthermore, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's polices related to noise, safety, property maintained, and maintaining a professional appearance.
- (c) The proposed building will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design.
- (d) The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The proposed construction of a new 86,950 square-foot industrial building is consistent with the land use designation of employment found in the City's General Plan. These allowable land uses include (and are not limited to) manufacturing, warehousing and storage. The project is

also compatible with surrounding properties and uses because the surrounding area is composed of warehouses and industrial buildings. Also, as illustrated in the site plan and elevations, the building will be setback more than 30 feet with lush landscaping to minimize impacts to the legal non-conforming residential uses across the Property on Chestnut Street. The uses of the surrounding properties may change, but the character will remain industrial in nature and consistent with the general plan and zoning designations of the site. The project also supports several goals and policies of the General Plan by encouraging development and attracting a variety of industrial establishments in order to contribute to the City's economic sustainability and strategic growth.

SECTION 5: Based upon the foregoing findings, the City of Council hereby approves DP No. 20-1, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

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

SECTION 7: The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on August 27, 2020 by the following vote:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

Cory Moss, Mayor

ATTEST:

Julie Gutierrez-Robles
Deputy City Clerk

Attachment 1

Conditions of Approval – DP 20-1

[Attached]



CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: Development Plan 20-1

Applicant: Desmond Donnellan with Donlon Builders

Location: 886 South Azusa Avenue

Use: Construction of a new 86,950 square-foot tilt-up industrial building on an undeveloped 3.99-acre parcel

Conditions of Approval

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

1. Applicant shall record a "Covenant and Agreement to Hold Property as One Parcel" for Assessor Parcel Nos. 8264-025-906, 8264-025-901, and 8264-005-911.
2. All exterior fixtures on proposed structure shall be painted to match the color of the structure.
3. The landscape irrigation system shall be designed to accept recycled water from future recycled water lines, which are currently being planned to be located in the area. The irrigation plan, which is submitted to the City for approval per Chapter 13.18 of the Municipal Code, shall be designed and clearly noted to allow the transition from potable water to recycled water when and if recycled water lines are eventually installed in the immediate vicinity.
4. Electronic gates shall be equipped with a Knox electric switch and an alternative energy back-up system, such as a generator or battery, which would allow operation of the security gate(s) during an electrical power outage. Access through the gates shall be provided for both the Los Angeles County Fire and Sheriff Departments. The location of Knox boxes shall be shown on the building plans and approved by both the Fire Department and Sheriff Department.
5. A note shall be added to the building plans stating that the construction contractor shall only use interior and exterior paints with a VOC content of 90 grams per liter (g/L) or less for the building structures to reduce VOC emissions. Prior to issuance of building permits,

the construction contractor shall provide documentation to the satisfaction of the City of Industry Planning Department that verifies use of coatings with a VOC content of 90 g/L or less.

6. The Applicant/Property Owner shall comply with all surface drainage and driveway requirements set forth in Chapter 16.10 of the City's Code.
7. If buried tribal cultural resources are discovered during ground-disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with a representative of the Gabrieleño Band of Mission Indians – Kizh Nation and other tribes who have proven traditional and cultural affiliation with the project site pursuant to PRC Section 21080.3.1, the City of Industry, and other appropriate agencies.

Code Requirements and Standards

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

1. All development shall comply with the approved Development Plan No. 20-1
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.
5. The Applicant shall provide off-street parking as shown on the approved Development Plan.
6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).

8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.
9. The Applicant is required to submit landscape plans and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
10. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.
11. The Applicant, construction contractor, and/or business owner shall comply with all State and Federal standards in regards to air quality and water quality.
12. All roof mechanical equipment shall be screened from the public right of way.

Engineering

1. The Applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
2. The Applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up utilities.
3. The Applicant/Property Owner shall comply with the Subdivision Ordinance of the City of Industry.
4. Depending upon the nature of the propose use, the Applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer depending on the building use.
5. The Applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.
6. The Applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.
7. Prior to the issuance of building permits for any interior improvements that serve to create separate units within the building, the Applicant shall consult with the City Engineer and demonstrate that each separate unit is equipped with its own sewer line and that the sewer lines join together before the connection to the main sewer line. This will allow for the addition of a clarifier or grease interceptor if required to serve future tenants/uses in the building.
8. In conformance with Chapter 13.16 of the Municipal Code, and prior to the start of grading and construction, the Applicant shall provide a Stormwater Pollution Prevention Plan (SWPPP), developed by a Qualified SWPPP Developer (QSD) and consistent with the

current National Pollutant Discharge Elimination System (NPDES) construction general permit, along with proof that a Waste Discharger Identification (WDID) Number has been obtained, to the City Engineer for review and approval.

9. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide: 1) a Low Impact Development (LID) plan; and 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 permit) and other applicable regulatory requirements.
10. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either: 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or 2) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.
11. Prior to obtaining a Certificate of Occupancy Applicant shall submit digital copies of as-built plans to the City Engineer.
12. Prior to the close out of the grading permit the Applicant shall video via CCTV or any other applicable method all sewer and storm drains on-site and submit to the City Engineer for approval.
13. Applicant shall submit a street light plan for review and approval and construct street lights to the satisfaction of the City Engineer.
14. Applicant shall submit a Public Storm Drain plan for review and approval and construct a public storm drain to the satisfaction of the City Engineer.
15. Applicant shall record a "Covenant and Agreement to Hold Property as One Parcel" for Parcel Nos. 8264-025-901, 8264-025-906 and 8264-025-911 prior to issuance of building occupancy.

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.

2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.
3. The Applicant/Property Owner and/or successor in interest, shall comply with all applicable federal, state, and local laws, rules and regulations

Indemnification and Hold Harmless Condition

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and Property Owner shall submit to the City written consent to all of the conditions referenced herein within 10 days of approval. The Applicant and Property Owner understand that Resolution No. CC 2020-26 will be of no force or effect unless such written consent is submitted to the City.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Moss and Members of the Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: August 27, 2020

SUBJECT: Resolution No. CC 2020-28 A Resolution of the City Council of The City of Industry, Fixing the Rate of Taxes and Levying Taxes for Fiscal Year 2020-21 on Property within the City to Pay the Bonded or Other Indebtedness of the City

Resolution No. CC 2020-29 A Resolution of the City Council of the City of Industry, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the Fiscal Year 2020-21

BACKGROUND:

It is required that the City of Industry, through the City Council, annually adopt resolutions to set the tax rates levied and to satisfy the aggregate debt service payments for the City's General Obligation ("GO") bonds.

The portion of GO Tax Rate revenue pledged to supporting the City's GO Bond Debt is the revenue based on the City's assessed valuations ("AV") in Taxing District #1, the Redevelopment Project Area 4 and the base year AV for Redevelopment Project Areas 1, 2, and 3.

DISCUSSION:

The attached August 12, 2020 memorandum from the City's financial advisors, Eric Scriven and Michael Meyer, of NHA Advisors, summarizes how the projected GO tax revenues will be applied to each of the four series of GO bonds. It also includes details on how the GO

debt service requirement of \$10,258,463.00 will be met by utilizing these tax revenues.

The Los Angeles County's Fiscal Year 2020-21 Assessed Valuation report, for all of the secured and unsecured properties in the City, is used to calculate the estimated GO property tax revenue.

Resolution No. CC 2020-29 sets and allocates the City's accrued property tax revenues to pay the bonded or other indebtedness for GO bonds in FY 2020-21.

Resolution No. CC 2020-28 sets the tax rates levied upon property owners within the City's jurisdiction in order to pledge revenues necessary to pay the debt service payments for the GO bonds. The adopted resolution is due to Los Angeles County on August 21, 2020.

FISCAL IMPACT:

The recommended actions will authorize the amount of \$10,258,463 of projected property tax revenues based on the City's FY 2020-21 AV, at a tax rate of \$.54131, necessary to pay the GO bond debt service payments.

RECOMMENDED ACTION:

Staff recommends the City Council adopt:

- a) Resolution No. CC 2020-28 A Resolution of the City Council of The City of Industry, Fixing the Rate of Taxes and Levying Taxes for the Fiscal Year 2020-21 on Property within the City to Pay the Bonded or Other Indebtedness of the City.
- b) Resolution No. CC 2020-29 of the City Council of the City of Industry, California, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the Fiscal Year 2020-21.

ATTACHMENTS:

- 1. Memorandum: 2020/21 Tax Rate for General Obligation Debt Service from Eric Scriven and Michael Meyer, NHA Advisors
- 2. Resolution No. CC 2020-28 A Resolution of the City Council of The City of Industry, Fixing the Rate of Taxes and Levying Taxes for the Fiscal Year 2020-21 on Property within the City to Pay the Bonded or Other Indebtedness of the City.
- 3. Resolution No. CC 2020-29 A Resolution of the City Council of the City of Industry, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the Fiscal Year 2020-21

MEMORANDUM

To: Troy Helling and Yamini Pathak, City of Industry
 From: Eric Scriven and Michael Meyer, NHA Advisors
 Cc: Dean Yamagata, Frazer LLP
 Date: August 12, 2020
 RE: 2020/21 Tax Rate for General Obligation (GO) Debt Service

2020/21 estimated Assessed Valuation’s (AV) for the City of Industry (City) were released this week by the County of Los Angeles. The total AV for the City is estimated at \$10,005,727,339, an increase of 3.6% from the previous year. This is inclusive of the City’s four RDA project areas, and also the non-RDA portion of the City known as Taxing District #1 (TD#1).

The portion of GO Tax Rate revenue pledged to supporting the City’s GO Bond Debt is the revenue attributable to TD#1, RDA Project Area 4, and the base year AV for Redevelopment Project Areas 1, 2 and 3. TD#1 AV for 2020/21 is estimated at \$1,404,221,970, for Project 4 is \$47,302,025 and the base year AV total for Project Areas 1, 2 and 3 is \$443,604,752. Combined, this totals **\$1,895,128,747** in assessed valuation.

Per existing bond covenants, the City will maintain a tax rate of **\$0.54131 per \$100 of assessed valuation**, which is lower than the previous year’s tax rate of \$0.73750 per \$100 of assessed valuation. This tax rate, when applied to the \$1,895,128,747 of AV, totals \$10,258,463 in estimated GO tax revenue. This tax revenue will be allocated as follows*:

(a)	For the debt service on the voter-approved 2014 GO Refunding Bonds	\$6,586,568
(b)	For the debt service on the voter-approved 2010 GO Refunding Bonds	\$3,656,895
(c)	For the paying agent’s fees for above	<u>\$15,000</u>
	TOTAL	\$10,258,463

* Allocated based on share of total 2020/21 debt service payment (64.30% for the 2014 GO Bonds and 35.70% for the 2010 GO Bonds).

Attached to this memorandum are resolutions that detail the 2020/21 GO tax rate to be adopted as well as how the GO tax revenue shall be allocated. Please let us know if you have any questions.

RESOLUTION NO. CC 2020-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INDUSTRY, CALIFORNIA, FIXING THE RATE OF TAXES
AND LEVYING TAXES FOR THE FISCAL YEAR 2020-21 ON
PROPERTY WITHIN THE CITY TO PAY THE BONDED
OR OTHER INDEBTEDNESS OF THE CITY

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE AS
FOLLOWS:

SECTION 1: This City Council has heretofore adopted Resolution No. CC 2020-28 in which the City Council has fixed the sum of \$10,258,463 as the total amount of revenue from property taxes necessary to pay the bonded or other indebtedness of the city accruing during the Fiscal Year 2020-21.

SECTION 2: The Los Angeles County Auditor-Controller has transmitted to the City a written statement showing the total full value of all property in the City of Industry ascertained from the current assessment books of Los Angeles County, as equalized and corrected, in the amount of \$10,005,727,339.

SECTION 3: The City Council hereby fixes the rate of the tax of the City of Industry from the Fiscal Year 2020-21 to pay bonded or other indebtedness of the City and the amount necessary to compensate for the allocation and payment required pursuant to subdivision (b) of Section 33670 and subdivision (d) of Section 33675 of the Health and Safety Code at .541310 as shown on Exhibit "A" attached hereto, and hereby levies such tax in said amount upon each one hundred dollars in full value of all property as assessed and equalized .

SECTION 4: The City Clerk is hereby directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution together with a statement of the tax rate fixed herein. The City Clerk is further directed to post copies of this Resolution in three (3) public places in the City of Industry designated for the posting of ordinances 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: The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

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

CITY CLERK'S CERTIFICATION
RE: ADOPTION OF CITY RESOLUTION

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Resolution No. CC 2020 - 28 was duly passed and adopted at a regular meeting of the City Council on August 27, 2020, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Julie Gutierrez-Robles
City Clerk, City of Industry

(SEAL)

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Moss and Members of the Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YP*

DATE: August 27, 2020

SUBJECT: Resolution No. CC 2020-28 A Resolution of the City Council of The City of Industry, Fixing the Rate of Taxes and Levying Taxes for Fiscal Year 2020-21 on Property within the City to Pay the Bonded or Other Indebtedness of the City

Resolution No. CC 2020-29 A Resolution of the City Council of the City of Industry, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the Fiscal Year 2020-21

BACKGROUND:

It is required that the City of Industry, through the City Council, annually adopt resolutions to set the tax rates levied and to satisfy the aggregate debt service payments for the City's General Obligation ("GO") bonds.

The portion of GO Tax Rate revenue pledged to supporting the City's GO Bond Debt is the revenue based on the City's assessed valuations ("AV") in Taxing District #1, the Redevelopment Project Area 4 and the base year AV for Redevelopment Project Areas 1, 2, and 3.

DISCUSSION:

The attached August 12, 2020 memorandum from the City's financial advisors, Eric Scriven and Michael Meyer, of NHA Advisors, summarizes how the projected GO tax revenues will be applied to each of the four series of GO bonds. It also includes details on how the GO

debt service requirement of \$10,258,463.00 will be met by utilizing these tax revenues.

The Los Angeles County's Fiscal Year 2020-21 Assessed Valuation report, for all of the secured and unsecured properties in the City, is used to calculate the estimated GO property tax revenue.

Resolution No. CC 2020-29 sets and allocates the City's accrued property tax revenues to pay the bonded or other indebtedness for GO bonds in FY 2020-21.

Resolution No. CC 2020-28 sets the tax rates levied upon property owners within the City's jurisdiction in order to pledge revenues necessary to pay the debt service payments for the GO bonds. The adopted resolution is due to Los Angeles County on August 21, 2020.

FISCAL IMPACT:

The recommended actions will authorize the amount of \$10,258,463 of projected property tax revenues based on the City's FY 2020-21 AV, at a tax rate of \$.54131, necessary to pay the GO bond debt service payments.

RECOMMENDED ACTION:

Staff recommends the City Council adopt:

- a) Resolution No. CC 2020-28 A Resolution of the City Council of The City of Industry, Fixing the Rate of Taxes and Levying Taxes for the Fiscal Year 2020-21 on Property within the City to Pay the Bonded or Other Indebtedness of the City.
- b) Resolution No. CC 2020-29 of the City Council of the City of Industry, California, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the Fiscal Year 2020-21.

ATTACHMENTS:

- 1. Memorandum: 2020/21 Tax Rate for General Obligation Debt Service from Eric Scriven and Michael Meyer, NHA Advisors
- 2. Resolution No. CC 2020-28 A Resolution of the City Council of The City of Industry, Fixing the Rate of Taxes and Levying Taxes for the Fiscal Year 2020-21 on Property within the City to Pay the Bonded or Other Indebtedness of the City.
- 3. Resolution No. CC 2020-29 A Resolution of the City Council of the City of Industry, Fixing the Amount of Revenue from Property Taxes Necessary to Pay the Bonded or Other Indebtedness of the City Accruing During the Fiscal Year 2020-21

MEMORANDUM

To: Troy Helling and Yamini Pathak, City of Industry
From: Eric Scriven and Michael Meyer, NHA Advisors
Cc: Dean Yamagata, Frazer LLP
Date: August 12, 2020
RE: 2020/21 Tax Rate for General Obligation (GO) Debt Service

2020/21 estimated Assessed Valuation's (AV) for the City of Industry (City) were released this week by the County of Los Angeles. The total AV for the City is estimated at \$10,005,727,339, an increase of 3.6% from the previous year. This is inclusive of the City's four RDA project areas, and also the non-RDA portion of the City known as Taxing District #1 (TD#1).

The portion of GO Tax Rate revenue pledged to supporting the City's GO Bond Debt is the revenue attributable to TD#1, RDA Project Area 4, and the base year AV for Redevelopment Project Areas 1, 2 and 3. TD#1 AV for 2020/21 is estimated at \$1,404,221,970, for Project 4 is \$47,302,025 and the base year AV total for Project Areas 1, 2 and 3 is \$443,604,752. Combined, this totals **\$1,895,128,747** in assessed valuation.

Per existing bond covenants, the City will maintain a tax rate of **\$0.54131 per \$100 of assessed valuation**, which is lower than the previous year's tax rate of \$0.73750 per \$100 of assessed valuation. This tax rate, when applied to the \$1,895,128,747 of AV, totals \$10,258,463 in estimated GO tax revenue. This tax revenue will be allocated as follows*:

(a)	For the debt service on the voter-approved 2014 GO Refunding Bonds	\$6,586,568
(b)	For the debt service on the voter-approved 2010 GO Refunding Bonds	\$3,656,895
(c)	For the paying agent's fees for above	<u>\$15,000</u>
	TOTAL	\$10,258,463

* Allocated based on share of total 2020/21 debt service payment (64.30% for the 2014 GO Bonds and 35.70% for the 2010 GO Bonds).

Attached to this memorandum are resolutions that detail the 2020/21 GO tax rate to be adopted as well as how the GO tax revenue shall be allocated. Please let us know if you have any questions.

RESOLUTION NO. CC 2020-29

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF INDUSTRY, CALIFORNIA, FIXING THE AMOUNT OF
REVENUE FROM PROPERTY TAXES NECESSARY TO PAY
THE BONDED OR OTHER INDEBTEDNESS OF THE CITY
ACCRUING DURING THE 2020/21 FISCAL YEAR

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY RESOLVE AS
FOLLOWS:

SECTION 1: The City Council hereby fixes the amount of revenue from property taxes necessary to pay the bonded or other indebtedness of the City of Industry accruing during the Fiscal Year 2020-21 as follows:

(a) For the debt service on the voter-approved 2014 general obligation refunding bonds	\$6,586,568
(b) For the debt service on the voter-approved 2010 general obligation refunding bonds.....	3,656,895
(c) For the paying agent's fees for above.....	15,000
TOTAL.....	\$10,258,463

SECTION 2: The City Clerk is hereby directed to post copies of this Resolution at three (3) public places in the City of Industry designated for the posting of ordinances of the City.

SECTION 3: 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 4: 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 this 27 day of August 2020.

Cory C. Moss, Mayor

ATTEST

Julie Gutierrez-Robles, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss CITY CLERK'S CERTIFICATION
CITY OF INDUSTRY) RE: ADOPTION OF CITY RESOLUTION

I, Julie Gutierrez-Robles, City Clerk of the City of Industry, do hereby certify that the foregoing Resolution No. CC 2020 - 29 was duly passed and adopted at a regular meeting of the City Council on August 27, 2020, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Julie Gutierrez-Robles
City Clerk, City of Industry

(SEAL)

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager 

STAFF: Bing Hyun, Assistant City Manager 

DATE: August 27, 2020

SUBJECT: CONSIDERATION OF RESOLUTION NO. CC 2020-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ESTABLISHING A GRANT PROGRAM TO ASSIST LOCAL BUSINESSES WITH THE COVID-19 COSTS ASSOCIATED WITH PURCHASING PORTABLE CANOPIES

Background:

As the economic hub of the San Gabriel Valley, the City is committed to helping families, workers, and businesses recover from the impact of COVID-19. On June 2, 2020, the City Council adopted a proclamation that permitted the expansion of outdoor dining, and new outdoor dining, permitted temporary signs during and for 30 days after the expiration of the local emergency, and reduced all fees for land use entitlements. On June 11, 2020, the City Council adopted a resolution establishing a grant program to reimburse local business with COVID-19 testing costs. The City continues to explore ways it can help local businesses during COVID-19.

Discussion:

On July 13, 2020, the State of California Department of Public Health issued a Statewide Public Health Officer Order, which ordered immediate closure of indoor operations for certain sectors, additional steps for counties on the County Monitoring List, and to continue to monitor and modify the process of reopening. To comply with County L.A. Health Order, some businesses, such as restaurants, hair salons, and gyms, are looking for ways to continue operating their businesses.

Portable canopies have become a useful tool for many businesses to shift their operations outdoors. To assist, staff is requesting the City Council adopt an emergency proclamation to allow outdoor business, and create a new program, similar to COVID-19 test reimbursement, that would set aside grant funds to reimburse businesses that have purchased portable canopies.

The proposed proclamation will amend the proclamation adopted on June 2, 2020, expand outdoor dining to include outdoor business, and allow non-restaurant businesses seeking to conduct business outdoors to follow the same submittal and review process as restaurants.

Staff is also proposing that the City Council establish a grant program to assist local businesses with the costs associated with purchasing portable canopies. The following highlights the basic provisions of the proposed canopy grant program:

- Maximum of \$200,000.00 shall be set aside for the program and shall be available on a first come, first served basis.
- Maximum grant amount will be \$5,000.00 per business, with no repayment required. The grant will operate on a reimbursement basis, therefore businesses will purchase the portable canopies and then submit a request for reimbursement to the City.
- Grants can only be used for portable canopies purchased after March 1, 2020.
- The business must be located in the City prior to adoption of this program, and must have filed its City business license before August 27, 2020.
- The business has not received any other grants, reimbursements, or other funding, for the portable canopies for which the business is seeking reimbursement from the City.
- Canopy installation must comply with Los Angeles County requirements regarding temporary structures such as portable canopies.

If the City Council authorizes establishment of the Portable Canopy Reimbursement Program, staff will implement the necessary steps, including marketing, setting up the application process, and other administrative measures.

A copy of the grant guidelines and proposed application are attached to the Resolution. Grant applicants will also be asked to sign a liability waiver in a form approved by the City Attorney.

Fiscal Impact:

The COVID-19 Test Reimbursement Program is not currently funded. City Council must appropriate \$200,000.00 of General Fund reserve to fund this program.

Recommendation:

1. Staff recommends the City Council adopt the Proclamation proclaiming existence of a local emergency and providing assistance to local businesses;
2. Adopt Resolution No. CC 2020-, along with a liability waiver approved as to form by the City Attorney;

3. Appropriate \$200,000 to General Fund – Civic Financial Center Expenses – Local Emergency Disaster Expenses (Account No. 100-625-5799).

Exhibit:

- A. Proclamation and Order of the City Council of the City of Industry, California, Proclaiming the Existence of a Local Emergency
 - B. Resolution No. CC 2020-30
-

TH/BH:kt

EXHIBIT A

Proclamation and Order of the City Council of the City of Industry, California,
Proclaiming the Existence of a Local Emergency

**PROCLAMATION AND ORDER OF THE CITY COUNCIL
OF THE CITY OF INDUSTRY, CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Government Code Section 8630 and Section 2.60.060 of the City of Industry Municipal Code, empower the City Council to proclaim the existence or threatened existence of a local emergency when the City of Industry (“City”), is affected or likely to be affected; and

WHEREAS, the City Council of the City of Industry does hereby find as follows:

(a) Due to the threat presented by the novel coronavirus (“COVID-19”), on or about March 17, 2020, the City Council ratified a proclamation and order of the Director of Emergency Services proclaiming the existence of a local emergency; and

(b) Given the COVID-19 pandemic, and the need to protect the most vulnerable members of the community, on or about March 19, 2020, the County of Los Angeles Department of Public Health issued the Safer At Home Order for Control of COVID-19, which ordered the immediate closure of all non-essential businesses, including dine-in service at restaurants; and

(c) It is estimated that the Los Angeles region’s economy is expected to lose an estimated \$13 billion in revenue this year as a result of the COVID-19 pandemic; and

(d) To comply with County Health Officer orders and to provide greater air flow for customers and employees, many businesses are seeking to move various operations to an outdoor environment. Pursuant to Section 17.12.050 of the City’s Municipal Code (“Code”), “No outside storage of any property, building materials, or other property not permanently affixed to the real property shall be allowed” in Commercial zones. Further, the majority of the City’s land use entitlements and business licenses do not allow for outdoor business operations, especially within required parking area. In an effort to help businesses safely reopen while allowing customers and employees to maintain physical distance recommended by public health officials, and to prioritize and expand outdoor business operations, the City desires to temporarily relax the rules that regulate outdoor business operations in the City; and

(e) On or about June 2, 2020, the City Council adopted a Proclamation to help alleviate the economic hardships related to the COVID-19 pandemic, to assist businesses on the road to economic recovery, and to spur economic development in the greater Los Angeles region, by allowing temporary regulations for outdoor dining, signs, and reduce development fees; and

(f) To further help alleviate the economic hardships experiences by businesses in the City due to the COVID-19 pandemic, the City desires to allow other types of businesses to conduct their business operations outdoors; and

WHEREAS, given the alarming levels of the spread of COVID-19, and the economic devastation that it has brought to the Los Angeles County region, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY PROCLAIM AND ORDER AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein by reference.
2. A local emergency now exists throughout the City.
3. The Proclamation and Order of the City Council of the City of Industry, California, Proclaiming Existence of a Local Emergency, adopted on March 17, 2020 and June 2, 2020, remain in effect in their entirety. The provisions of this Proclamation shall supplement those of the March 17, 2020 and June 2, 2020 Proclamations.
4. **Outdoor Business.** The City shall assist businesses in prioritizing and expanding outdoor business operations by permitting outdoor business at all businesses that have a validly City issued use permit, and/or CUP, subject to the approval of a temporary outdoor business permit. The following regulations shall apply to the Temporary Outdoor Business Permit:
 - a. Any expansion of outdoor business or new outdoor business shall require the approval of a Temporary Outdoor Business Permit by the City.
 - b. Any business that desires to implement outdoor business operations, and/or expand current outdoor business operations shall file an application for a Temporary Outdoor Business Permit with the City. The application, shall at a minimum, require written approval by the property owner, and submission of a site plan that includes the area where the outdoor business operations will occur, the number, type, and location of any structures, equipment, materials, inventory, or any other items that will be maintained outdoors. The City's Emergency Services Director is permitted to promulgate additional application requirements. There is no fee for the application.
 - c. Outdoor seating may only occur in the area immediately adjacent to the business, on the sidewalk, and/or in a private parking area.
 - d. Outdoor seating shall not interfere with any established and/or physically marked path of travel under the Americans with Disabilities Act ("ADA"), and shall not be placed in any ADA accessible parking stall.
 - e. Outdoor seating shall not create any traffic issues.
 - f. For requirements not set forth herein, all businesses shall comply with the requirements of the California Department of Public Health and the State of California Department of Industrial Relations on May 12, 2020 ("State Order") and the County Order. In the event of any inconsistency between the State Order and the County Order, the stricter shall prevail.

- g. The Director of Emergency Services may approve, deny, or place additional conditions on any Temporary Outdoor Business Permit to protect the public health, safety and welfare.
- h. The Director of Emergency Services may relax all parking requirements set forth in the City’s Code, to accommodate outdoor business.
- i. Failure to comply with the provisions of the Temporary Outdoor Business Permit shall subject the applicant to revocation of the Permit.
- j. All Temporary Outdoor Business Permits shall expire 90 days from the date of this Proclamation, unless extended by the Director of Emergency Services.
- k. The Director of Emergency Services may promulgate an appeals process for the revocation of a Temporary Outdoor Business Permit.

5. The City Council shall review the need for continuing the local emergency, as set forth by State law.

6. The provisions of this Proclamation 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 Proclamation or their applicability to other persons or circumstances.

7. The City Clerk shall certify to the adoption of this Proclamation and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2020, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

EXHIBIT B

Resolution No. CC 2020-30

RESOLUTION NO. CC 2020-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA, ESTABLISHING A GRANT
PROGRAM TO ASSIST LOCAL BUSINESSES WITH THE
COVID-19 COSTS ASSOCIATED WITH PURCHASING
PORTABLE CANOPIES**

RECITALS

WHEREAS, due to the threat presented by the novel coronavirus (“COVID-19”), on or about March 17, 2020, the City Council ratified a proclamation and order of the Director of Emergency Services proclaiming the existence of a local emergency; and

WHEREAS, given the COVID-19 pandemic, and the need to protect the most vulnerable members of the community, on or about March 19, 2020, the County of Los Angeles Department of Public Health issued the Safer At Home Order for Control of COVID-19, which ordered the immediate closure of all non-essential businesses; and

WHEREAS, it is estimated that the Los Angeles region’s economy is expected to lose an estimated \$13 billion in revenue this year as a result of the COVID-19 pandemic; and

WHEREAS, given the Safer at Home Order and the economic impact that COVID-19 has had on the Los Angeles region, on or about June 2, 2020, the City Council adopted a second emergency proclamation establishing various programs to assist local businesses; and

WHEREAS, the City has received requests from local businesses for personal protective equipment, and access to COVID-19 testing, and other types of assistance; and

WHEREAS, as the County of Los Angeles moves through Stage 2 of the Roadmap to Recovery, and as more businesses begin to reopen, on or about June 11, 2020, the City Council adopted a resolution to assist businesses in safely reopening by establishing a grant program to allow local businesses to receive reimbursement for COVID-19 testing; and

WHEREAS, on or about July 13, 2020, the State of California Department of Public Health issued a Statewide Public Health Officer Order, which ordered immediate closure of indoor operations for certain sectors, additional steps for counties on the County Monitoring List, and to continue to monitor and modify the process of reopening; and

WHEREAS, the City has received requests from local businesses for assistance with purchasing portable canopies to operate business activities outdoors; and

WHEREAS, under the proposed grant program, the City will establish a \$200,000.00 fund to reimburse businesses located in the City of Industry for costs related to purchasing portable canopies. The grant program will be offered to all businesses, on a first come, first served basis, with a cap of \$5,000.00 per business; and

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

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Industry 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 Council hereby directs the City Manager to establish a grant program in the amount of \$200,000.00, to assist local businesses with the costs associated with purchasing portable canopies, as set forth in Exhibit A, attached hereto, and incorporated herein by reference.

SECTION 3. 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 4. 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 special meeting held on August 27, 2020 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk



CITY OF INDUSTRY PORTABLE CANOPY REIMBURSEMENT PROGRAM GUIDELINES

A. PROGRAM DESCRIPTION

1. The City of Industry ("City") intends to support local businesses and the local workforce by assisting with the cost of portable canopies for temporary outdoor operations during the public health emergency.
2. The City shall distribute grants on a first come, first served basis, and the program shall terminate when funding has been exhausted.
3. Assistance shall be offered in the form of a grant, with no repayment required.
4. A maximum of one (1) grant may be provided to each business.
5. The grant shall be provided on a reimbursement basis, after the portable canopy(ies) has/have been purchased.
6. All grant payments shall be made directly to the business owner.
7. The maximum grant amount shall be the total cost of the portable canopy or \$5,000.00, whichever is less.

B. BUSINESS ELIGIBILITY CRITERIA FOR PARTICIPATION

1. The business must be located in the City.
2. The business must have filed its City of Industry business license, not later than August 27, 2020
3. The business has not received any other grants, reimbursements, or other funding, for the portable canopies for which the business is seeking reimbursement from the City.

C. ELIGIBLE EXPENDITURES

1. The grant shall be used for reimbursement of portable canopies, and for no other purpose.
2. Reimbursement is eligible only for purchase of portable canopies, sales tax, and shipping costs and may not be obtained for costs related to installation of the portable canopy, labor, supplies, or other equipment.
3. Purchase of the portable canopy must have occurred on or after March 1, 2020.

D. PROMOTION / PUBLIC NOTICE

1. City will post on website.
2. City shall work with Industry Business Council to promote program and notify businesses via email or IBC publications.

E. HOW TO APPLY

1. Application shall be posted on the City's website and may be completed online or printed, then submitted via email to City of Industry at portablecanopyreimbursement@cityofindustry.org
2. Applicant shall sign a liability waiver included with the application.
3. A copy of the receipt for the portable canopy must be submitted with the application.

F. APPLICATION REVIEW AND APPROVAL

1. Each application shall be reviewed by City staff to verify compliance with all provisions of these program guidelines.
2. Upon determination of compliance by City staff, applicant will be notified via email of approval, denial, or incompleteness.
3. Upon notification of incompleteness, the applicant must submit any missing information demonstrating compliance within ten (10) days of notification or the application will be denied. If program funding has been exhausted prior to submittal of missing information or review of updated application, then the application shall be denied, due to lack of funding.
4. Checks will be issued via next-day mail service, only. No in-person pick-up will be permitted.

G. RECORDKEEPING REQUIREMENTS

1. City shall maintain documentation for each applicant: copies of all emails and correspondence, application, invoices, receipts, and check payment to applicant.



CITY OF INDUSTRY PORTABLE CANOPY REIMBURSEMENT APPLICATION

Please provide: (1) all information listed in the application below; (2) copies of receipts documenting payment for all portable canopies for which reimbursement is being requested; (3) copy of Internal Revenue Service Form W-9 for your business; and (4) signed liability waiver.

BUSINESS INFORMATION	
Name of Business	
Business Address (must be located in City of Industry and will be used for mailing check payment)	
Type of Business	
Name of Contact Person	
Telephone Number	
Email	

PORTABLE CANOPY INFORMATION	
Name of Business where portable canopy was purchased	
Address of Business where portable canopy was purchased	
Number of portable canopies that you are requesting reimbursement	
Size of each portable canopy	
General description of the business operations to be conducted under the portable canopy	
General description of where the portable canopy will be located	

PAYMENT INFORMATION	
Reimbursement Amount requested (must not exceed actual cost of portable canopies or \$5,000.00, whichever is less)	
This business has not received any other grants, reimbursements or other funding of any kind for the portable canopies for which the business is seeking reimbursement from the City.	Please circle: YES / NO
Name of Payee for Check Payment (Business Owner, Company, or Corporation)	

I hereby certify under penalty of perjury, that the above information is true and correct, and further represent and warrant that I have the authority submit this grant application, and that such authority has been duly and validly conferred upon me.

Business Name

Signature

Name, Title

CITY COUNCIL

ITEM NO. 6.6



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 *SC*

DATE: August 27, 2020

SUBJECT: Consideration of Award of Contract No. CITY-1459 Business Parkway Reconstruction from Fairway Drive to Lemon Avenue, to Sully-Miller Contracting Co., in the amount of \$2,347,000.00, and adopt a Notice of Exemption regarding same (MP 10-15 #2)

Background:

On April 23, 2020, the City Council authorized solicitation of public bids for Business Parkway Reconstruction from Fairway Drive to Lemon Avenue, for an estimated cost of \$4,200,000.00. This project was bid to procure a contractor to reconstruct the deteriorated asphalt-concrete ("AC") pavement in Business Parkway. The scope of work includes the reconstruction of existing AC pavement, construction of new PCC pavement approaches at railroad crossings and reconstruction of deteriorated driveways.

On June 19, 2020, the bid was posted in the City's PlanetBids™ vendor portal and an email notification was sent to 568 vendors. The bid was viewed by 74 prospective bidders. Appropriate trade journals also were notified on June 19, 2020, and the bid was advertised on June 23, 2020, and June 30, 2020 in the San Gabriel Valley Tribune. Questions pertaining to the bid were received up until July 17, 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 reconstruction of existing AC pavement, 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 traffic movement and safety by reconstructing the deteriorated existing AC pavement. 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 28, 2020. Twelve (12) bids were received and the review of bids has found that Sully-Miller Contracting Co. 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 Sully-Miller Contracting Co. is the lowest bidder. The Engineer's Estimate for this project was \$4,200,00.00, which includes a 10% contingency.

Bidders	Bid Prices
Sully-Miller Contracting Co.	\$2,347,000.00
R.J. Noble Co.	\$2,623,855.50
C.A. Rasmussen, Inc.	\$2,694,980.92
Hardy & Harper, Inc.	\$2,890,000.00
PALP	\$2,933,912.10
Sialic Contractors Corp.	\$2,985,663.20
All American Asphalt	\$3,273,687.60
SEMA Construction, Inc.	\$3,309,372.58
Spectrum Construction Group, Inc.	\$3,360,702.00
Access Pacific, Inc.	\$4,026,153.50
Klassic Engineering & Construction, Inc.	\$4,090,282.20
CT&T Concrete Paving Inc.	\$4,224,261.06

Fiscal Impact:

The fiscal impact is \$2,347,000.00. A contingency for potential change orders of 10 percent of the contract is requested in the amount of \$234,700.00. In the Fiscal Year 20-21 Capital Improvement Project budget, \$4,750,000.00 was approved for construction of this project (Account No. 120-702-5205) (CITY-1459, MP 10-15 #2).

Recommendations:

- 1) Staff recommends that the City Council consider the results of the Business Parkway Reconstruction from Fairway Drive to Lemon Avenue bid and award the bid to Sully-Miller Contracting Co., and adopt a notice of exemption regarding same; and
- 2) 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-5 through C-10)
 - C. Contractor's State of California and Department of Industrial relations License Detail
 - D. Notice of Exemption
-

TH/JN/JC/RI:as

EXHIBIT A

Bid Results

[Attached]

Bid Results for Project Business Parkway Reconstruction from Fairway Drive to Lemon Avenue (CITY-1459)

Issued on 06/19/2020

Bid Due on July 28, 2020 10:00 AM (Pacific)

Exported on 07/28/2020

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	SULLY-MILLER CONTRACTING COMPANY - Unit Price	SULLY-MILLER CONTRACTING COMPANY - Line Total	SULLY-MILLER CONTRACTING COMPANY - Response	SULLY-MILLER CONTRACTING COMPANY - Comment	R.J. Noble Company - Unit Price	R.J. Noble Company - Line Total	R.J. Noble Company - Response	R.J. Noble Company - Comment	C. A. Rasmussen, Inc. - Unit Price	C. A. Rasmussen, Inc. - Line Total	C. A. Rasmussen, Inc. - Response	C. A. Rasmussen, Inc. - Comment
1	1		Mobilization		LS	1	\$226,344.00	\$226,344.00	Yes		\$172,000.00	\$172,000.00	Yes		\$260,000.00	\$260,000.00	Yes	
2	1		Sawcut and remove AC pavement		SF	295888	\$0.75	\$221,916.00	Yes		\$1.25	\$369,860.00	Yes		\$0.84	\$248,545.92	Yes	
3	1		Sawcut and remove existing		LF	283	\$22.00	\$6,226.00	Yes		\$50.00	\$14,150.00	Yes		\$18.00	\$5,094.00	Yes	
4	1		Sawcut and remove existing		SF	50	\$27.00	\$1,350.00	Yes		\$25.00	\$1,250.00	Yes		\$55.00	\$2,750.00	Yes	
5	1		Remove, process and reuse		CY	10959	\$22.50	\$246,577.50	Yes		\$46.00	\$504,114.00	Yes		\$42.00	\$460,278.00	Yes	
6	1		Unclassified excavation		CY	267	\$75.00	\$20,025.00	Yes		\$65.00	\$17,355.00	Yes		\$46.00	\$12,282.00	Yes	
7	1		Construct 6" AC pavement		TONS	10424	\$75.00	\$781,800.00	Yes		\$72.00	\$750,528.00	Yes		\$79.00	\$823,496.00	Yes	
8	1		Remove, process and reuse		CY	237	\$52.00	\$12,324.00	Yes		\$46.00	\$10,902.00	Yes		\$47.00	\$11,139.00	Yes	
9	1		Construct 10" Engineered		CY	8579	\$15.00	\$128,685.00	Yes		\$8.00	\$68,632.00	Yes		\$13.00	\$111,527.00	Yes	
10	1		Construct 2" Engineered		F CY	1716	\$15.00	\$25,740.00	Yes		\$40.00	\$68,640.00	Yes		\$28.00	\$48,048.00	Yes	
11	1		Construct 12" Engineered		CY	711	\$22.00	\$15,642.00	Yes		\$8.00	\$5,688.00	Yes		\$13.00	\$9,243.00	Yes	
12	1		Install Geogrid Tensar TX7		SY	67886	\$4.50	\$305,487.00	Yes		\$4.75	\$322,458.50	Yes		\$5.50	\$373,373.00	Yes	
13	1		Construct PCC curb & gutter		LF	283	\$44.50	\$12,593.50	Yes		\$85.00	\$24,055.00	Yes		\$59.00	\$16,697.00	Yes	
14	1		Construct 12.5" PCC Paver		SF	19200	\$11.25	\$216,000.00	Yes		\$12.00	\$230,400.00	Yes		\$9.80	\$188,160.00	Yes	
15	1		Construct Concrete Paver		SF	2304	\$16.25	\$37,440.00	Yes		\$12.00	\$27,648.00	Yes		\$12.00	\$27,648.00	Yes	
16	1		Adjust Existing Water Valve		EA	31	\$750.00	\$23,250.00	Yes		\$125.00	\$3,875.00	Yes		\$800.00	\$24,800.00	Yes	
17	1		Adjust Storm Drain Manhole		EA	13	\$2,200.00	\$28,600.00	Yes		\$1,100.00	\$14,300.00	Yes		\$3,300.00	\$42,900.00	Yes	
18	1		Striping (Permanent and Temporary)		LS	1	\$27,000.00	\$27,000.00	Yes		\$13,000.00	\$13,000.00	Yes		\$19,000.00	\$19,000.00	Yes	
19	1		SWPPP preparation and implementation		LS	1	\$10,000.00	\$10,000.00	Yes		\$5,000.00	\$5,000.00	Yes		\$10,000.00	\$10,000.00	Yes	
							Subtotal	\$2,347,000.00				\$2,623,855.50				\$2,694,980.92		
							Total	\$2,347,000.00				\$2,623,855.50				\$2,694,980.92		

Hardy & Harper, Inc - Unit Price	Hardy & Harper, Inc - Line Total	Hardy & Harper, Inc - Response	Hardy & Harper, Inc - Comment	PALP - Unit Price	PALP - Line Total	PALP - Response	PALP - Comment	Sialic Contractors Corporation - Unit Price	Sialic Contractors Corporation - Line Total	Sialic Contractors Corporation - Response	Sialic Contractors Corporation - Comment	All American Asphalt - Unit Price	All American Asphalt - Line Total	All American Asphalt - Response	All American Asphalt - Comment	SEMA Construction, Inc. - Unit Price
\$185,213.50	\$185,213.50	Yes		\$397,000.00	\$397,000.00	Yes		\$170,000.00	\$170,000.00	Yes		\$360,000.00	\$360,000.00	Yes		\$330,937.25
\$1.00	\$295,888.00	Yes		\$0.75	\$221,916.00	Yes		\$1.00	\$295,888.00	Yes		\$1.00	\$295,888.00	Yes		\$0.88
\$50.00	\$14,150.00	Yes		\$24.00	\$6,792.00	Yes		\$37.00	\$10,471.00	Yes		\$44.00	\$12,452.00	Yes		\$26.50
\$50.00	\$2,500.00	Yes		\$29.00	\$1,450.00	Yes		\$27.00	\$1,350.00	Yes		\$94.00	\$4,700.00	Yes		\$69.98
\$25.00	\$273,975.00	Yes		\$37.00	\$405,483.00	Yes		\$44.00	\$482,196.00	Yes		\$49.00	\$536,991.00	Yes		\$36.68
\$150.00	\$40,050.00	Yes		\$32.00	\$8,544.00	Yes		\$113.00	\$30,171.00	Yes		\$62.00	\$16,554.00	Yes		\$101.12
\$73.00	\$760,952.00	Yes		\$64.00	\$667,136.00	Yes		\$85.00	\$886,040.00	Yes		\$75.00	\$781,800.00	Yes		\$81.63
\$55.00	\$13,035.00	Yes		\$113.00	\$26,781.00	Yes		\$65.00	\$15,405.00	Yes		\$156.00	\$36,972.00	Yes		\$86.12
\$42.00	\$360,318.00	Yes		\$44.00	\$377,476.00	Yes		\$45.00	\$386,055.00	Yes		\$60.00	\$514,740.00	Yes		\$19.19
\$85.00	\$145,860.00	Yes		\$25.00	\$42,900.00	Yes		\$54.00	\$92,664.00	Yes		\$30.00	\$51,480.00	Yes		\$109.70
\$42.00	\$29,862.00	Yes		\$75.00	\$53,325.00	Yes		\$98.00	\$69,678.00	Yes		\$60.00	\$42,660.00	Yes		\$18.15
\$5.25	\$356,401.50	Yes		\$4.35	\$295,304.10	Yes		\$1.20	\$81,463.20	Yes		\$4.10	\$278,332.60	Yes		\$6.23
\$45.00	\$12,735.00	Yes		\$87.00	\$24,621.00	Yes		\$98.00	\$27,734.00	Yes		\$72.00	\$20,376.00	Yes		\$48.99
\$15.00	\$288,000.00	Yes		\$13.00	\$249,600.00	Yes		\$16.00	\$307,200.00	Yes		\$10.00	\$192,000.00	Yes		\$14.35
\$15.00	\$34,560.00	Yes		\$16.00	\$36,864.00	Yes		\$37.00	\$85,248.00	Yes		\$18.00	\$41,472.00	Yes		\$17.81
\$750.00	\$23,250.00	Yes		\$800.00	\$24,800.00	Yes		\$100.00	\$3,100.00	Yes		\$920.00	\$28,520.00	Yes		\$1,464.52
\$1,250.00	\$16,250.00	Yes		\$840.00	\$10,920.00	Yes		\$1,000.00	\$13,000.00	Yes		\$1,250.00	\$16,250.00	Yes		\$3,025.67
\$25,000.00	\$25,000.00	Yes		\$48,000.00	\$48,000.00	Yes		\$19,000.00	\$19,000.00	Yes		\$34,000.00	\$34,000.00	Yes		\$14,333.22
\$12,000.00	\$12,000.00	Yes		\$35,000.00	\$35,000.00	Yes		\$9,000.00	\$9,000.00	Yes		\$8,500.00	\$8,500.00	Yes		\$188,562.57
	\$2,890,000.00				\$2,933,912.10				\$2,985,663.20				\$3,273,687.60			
	\$2,890,000.00				\$2,933,912.10				\$2,985,663.20				\$3,273,687.60			

SEMA Construction, Inc. - Line	SEMA Constructi on, Inc. - Response	SEMA Constructi on, Inc. - Comment	Spectrum Construction Group, Inc. - Unit Price	Spectrum Construction Group, Inc. - Line Total	Spectrum Constructi on Group, Inc. - Response	Spectrum Constructi on Group, Inc. - Comment	Access Pacific, Inc. - Unit Price	Access Pacific, Inc. - Line Total	Access Pacific, Inc. - Response	Access Pacific, Inc. - Comment	Klassic Engineering & Construction Inc. - Unit Price	Klassic Engineering & Construction Inc. - Line Total	Klassic Engineerin g & Constructi on Inc. - Response	Klassic Engineerin g & Constructi on Inc. - Comment	CT&T Concrete Paving Inc. - Unit Price	CT&T Concrete Paving Inc. - Line Total	CT&T Concrete Paving Inc. - Response	CT&T Concrete Paving Inc. - Comment
\$330,937.25	Yes		\$450,000.00	\$450,000.00	Yes		\$200,000.00	\$200,000.00	Yes		\$450,000.00	\$450,000.00	Yes		\$770,000.00	\$770,000.00	Yes	
\$260,381.44	Yes		\$0.50	\$147,944.00	Yes		\$1.25	\$369,860.00	Yes		\$1.25	\$369,860.00	Yes		\$1.27	\$375,777.76	Yes	
\$7,499.50	Yes		\$10.00	\$2,830.00	Yes		\$35.00	\$9,905.00	Yes		\$10.00	\$2,830.00	Yes		\$50.00	\$14,150.00	Yes	
\$3,499.00	Yes		\$10.00	\$500.00	Yes		\$110.00	\$5,500.00	Yes		\$10.00	\$500.00	Yes		\$280.00	\$14,000.00	Yes	
\$401,976.12	Yes		\$20.00	\$219,180.00	Yes		\$40.00	\$438,360.00	Yes		\$15.00	\$164,385.00	Yes		\$27.00	\$295,893.00	Yes	
\$26,999.04	Yes		\$100.00	\$26,700.00	Yes		\$90.00	\$24,030.00	Yes		\$450.00	\$120,150.00	Yes		\$169.90	\$45,363.30	Yes	
\$850,911.12	Yes		\$110.00	\$1,146,640.00	Yes		\$115.00	\$1,198,760.00	Yes		\$75.00	\$781,800.00	Yes		\$91.00	\$948,584.00	Yes	
\$20,410.44	Yes		\$60.00	\$14,220.00	Yes		\$75.00	\$17,775.00	Yes		\$123.00	\$29,151.00	Yes		\$30.00	\$7,110.00	Yes	
\$164,631.01	Yes		\$40.00	\$343,160.00	Yes		\$50.00	\$428,950.00	Yes		\$155.00	\$1,329,745.00	Yes		\$26.00	\$223,054.00	Yes	
\$188,245.20	Yes		\$40.00	\$68,640.00	Yes		\$70.00	\$120,120.00	Yes		\$55.00	\$94,380.00	Yes		\$104.00	\$178,464.00	Yes	
\$12,904.65	Yes		\$40.00	\$28,440.00	Yes		\$50.00	\$35,550.00	Yes		\$30.00	\$21,330.00	Yes		\$27.00	\$19,197.00	Yes	
\$422,929.78	Yes		\$10.00	\$678,860.00	Yes		\$11.00	\$746,746.00	Yes		\$4.20	\$285,121.20	Yes		\$8.00	\$543,088.00	Yes	
\$13,864.17	Yes		\$20.00	\$5,660.00	Yes		\$45.00	\$12,735.00	Yes		\$50.00	\$14,150.00	Yes		\$60.00	\$16,980.00	Yes	
\$275,520.00	Yes		\$6.00	\$115,200.00	Yes		\$15.00	\$288,000.00	Yes		\$15.00	\$288,000.00	Yes		\$25.00	\$480,000.00	Yes	
\$41,034.24	Yes		\$7.00	\$16,128.00	Yes		\$15.00	\$34,560.00	Yes		\$20.00	\$46,080.00	Yes		\$25.00	\$57,600.00	Yes	
\$45,400.12	Yes		\$150.00	\$4,650.00	Yes		\$940.00	\$29,140.00	Yes		\$1,200.00	\$37,200.00	Yes		\$2,500.00	\$77,500.00	Yes	
\$39,333.71	Yes		\$150.00	\$1,950.00	Yes		\$12.50	\$162.50	Yes		\$1,200.00	\$15,600.00	Yes		\$3,500.00	\$45,500.00	Yes	
\$14,333.22	Yes		\$75,000.00	\$75,000.00	Yes		\$41,000.00	\$41,000.00	Yes		\$31,000.00	\$31,000.00	Yes		\$68,000.00	\$68,000.00	Yes	
\$188,562.57	Yes		\$15,000.00	\$15,000.00	Yes		\$25,000.00	\$25,000.00	Yes		\$9,000.00	\$9,000.00	Yes		\$44,000.00	\$44,000.00	Yes	
\$3,309,372.58				\$3,360,702.00				\$4,026,153.50				\$4,090,282.20				\$4,224,261.06		
\$3,309,372.58				\$3,360,702.00				\$4,026,153.50				\$4,090,282.20				\$4,224,261.06		

EXHIBIT B

Bid Schedule Packet (Page A-12 and C-5 through C-10)

[Attached]

BID BOND

PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

KNOW ALL MEN BY THESE PRESENTS that we Sully-Miller Contracting Company
_____ as BIDDER, and _____
Liberty Mutual Insurance Company, a corporation organized
and existing under the laws of the State of MA, 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 Ten Percent of the total amount bid ----- [IN WORDS]
dollars (\$ 10%), 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
24th day of June, 2020.

BIDDER:

Name: Sully-Miller Contracting Company

Address: 135 S State College Blvd., Ste 400
Brea, CA 92821

By: _____

Signature: 

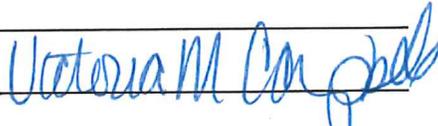
Type Name and Title: Curtis Weltz,
Assistant Sec.

SURETY:

Name: Liberty Mutual Insurance Company

Address: 8044 Montgomery Road, Ste 150E
Cincinnati, OH 45236

By: _____

Signature: 

Type Name and Title: Victoria M. Campbell, 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 07/22/2020 before me, Maria L. Ruiz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Curt Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____
Sully-Miller Contracting Company

Signer Is Representing: _____

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)

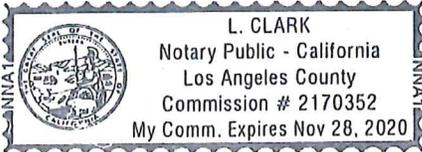
On JUN 24 2020 before me, L. Clark, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: JUN 24 2020
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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202719-024022

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell, Khoi Tran

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of December, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2020.



By: Renee C. Llewellyn, Assistant Secretary

SECTION C
BID SCHEDULE
FOR

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.

CITY OF INDUSTRY
PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

BIDDER: Sully-Miller Contracting Company

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.	Sawcut and remove AC pavement by cold milling/grinding and spread on access road per specs (Assume existing 8" AC per Geotech Report)	295,888	SF		
3.	Sawcut and remove existing curb & gutter including base	283	LF		
4.	Sawcut and remove existing sidewalk and construct new sidewalk with base per City Standard Plan 115	50	SF		
5.	Remove, process and reuse/replace 12" aggregate base for AC Pavement (Assume existing 12" CAB per Geotech Report)	10,959	CY		
6.	Unclassified excavation	267	CY		
7.	Construct 6" AC pavement	10,424	TONS		
8.	Remove, process and reuse/replace 4" aggregate base for PCC Pavement (Assume existing 12" CAB per Geotech Report)	237	CY		
9.	Construct 10" Engineered Fill for AC Pavement - On site for sub-base per Geotech Report	8,579	CY		
10.	Construct 2" Engineered Fill for AC Pavement - Import for sub-base per Geotech Report	1,716	CY		

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
11.	Construct 12" Engineered Fill for PCC Pavement - On site for sub-base per Geotech Report	711	CY		
12.	Install Geogrid Tensar TX7 or Approved Equal	67,886	SY		
13.	Construct PCC curb & gutter A2 per City Standard Plan 112 including base material	283	LF		
14.	Construct 12.5" PCC Pavement	19,200	SF		
15.	Construct Concrete Pavement Transition Panel Per Caltrans STD. Plan P30 including 4" CAB and 12" engineered fill	2,304	SF		
16.	Adjust Existing Water Valve Cover to Grade	31	EA		
17.	Adjust Storm Drain Manhole to Grade	13	EA		
18.	Striping (Permanent and Temporary)	1	LS		
19.	SWPPP preparation and implementation	1	LS		
				GRAND TOTAL	

I hereby certify that on July 27th, 2020, Charlie Pessa
(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.

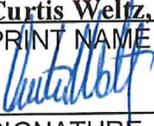
By:

Sully-Miller Contracting Company
 CONTRACTOR NAME

estimating@sully-miller.com
 EMAIL ADDRESS

#1000003664
 DIR #

Curtis Weltz, Assistant Secretary
 PRINT NAME


 SIGNATURE

BID RESULTS

CITY OF INDUSTRY
PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

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.

- CW
(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 22nd 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.

Sully-Miller Contracting Company
Bidder

135 S. State College Blvd., Suite #400
Mailing Address

Brea, CA 92821
City/State/Zip

(714) 578-9600
Telephone

(714) 578-9672
Fax


Signature

Curtis Weltz
Print Name

Assistant Secretary
Title

#747612 Class A
License No./Class

03/31/22
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

Please see attached Certificate of Incumbency
and Resolution

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 07/22/2020 before me, Maria L. Ruiz, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Curt Weltz

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Signature Page Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curt Weltz

Signer's Name: _____

Corporate Officer — Title(s): Assistant Secretary

Corporate Officer — Title(s): _____

Partner — Limited General

Partner — Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Sully-Miller Contracting Company

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

CONTRACTOR'S LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF ~~LOS ANGELES~~)
Orange

CITY OF INDUSTRY
PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

Curtis Wetz _____, being first duly sworn, deposes and says that
Name

he or she is Assistant Secretary _____, of Sully-Miller Contracting Company _____,
Title Name of Firm

#747612 _____ A _____
License Number Classification

03/31/22 _____
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.

07/22/2020 _____
DATE

Sully-Miller Contracting Company


SIGNATURE
Curtis Wetz, Assistant Secretary

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 07/22/2020 before me, Maria L. Ruiz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Curt Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curt Weltz
 Corporate Officer — Title(s): Assistant Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Sully-Miller Contracting Company

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



SULLY-MILLER
CONTRACTING Co.

Sully-Miller Contracting Company

License Certificate

I Certify under penalty of perjury under the laws of the State of California that the following is true and correct.

#747612

State Contractor's License No.

Curtis Weltz, Assistant Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **747612**

Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2022**

www.cslb.ca.gov



BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY
PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

Sully-Miller Contracting Company 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 type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

Signature of Authorized
Representative of Bidder
Curtis Weltz, Assistant Secretary

NON-COLLUSION DECLARATION

CITY OF INDUSTRY
PROJECT NO. 459

BUSINESS PARKWAY RECONSTRUCTION FROM FAIRWAY DRIVE TO LEMON AVENUE

CONTRACT NO. CITY-1459

CONTRACTOR:

Sully-Miller Contracting Company

BUSINESS ADDRESS:

135 S. State College Blvd., Suite #400

Brea, CA 92821

In submitting this bid for the project:

I, Curtis Weltz, 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 Brea

California, this 22nd day of July, 2020.



SIGNATURE
Curtis Weltz, Assistant Secretary

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 07/22/2020 before me, Maria L. Ruiz, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Curt Weltz

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Declaration Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curt Weltz

Signer's Name: _____

Corporate Officer — Title(s): Assistant Secretary

Corporate Officer — Title(s): _____

Partner — Limited General

Partner — Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

Sully-Miller Contracting Company



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

SULLY-MILLER CONTRACTING COMPANY

Legal Entity Type

Corporation

Status

Active

Registration Number

1000003664

Registration effective date

07/01/20

Registration expiration date

06/30/22

Mailing Address

135 S STATE COLLEGE BLVD, SUITE 400 BRE A 92821 CA United States of America

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 # 747612

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 8/12/2020 3:53:45 PM

Business Information

SULLY - MILLER CONTRACTING COMPANY
135 SOUTH STATE COLLEGE BLVD
SUITE 400
BREA, CA 92821
Business Phone Number:(714) 578-9600

Entity Corporation
Issue Date 03/30/1998
Expire Date 03/31/2022

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 LIBERTY MUTUAL INSURANCE COMPANY.

Bond Number: 014012431

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **014075631** for JOHN RYAN HARRINGTON in the amount of **\$12,500** with LIBERTY MUTUAL INSURANCE COMPANY.

Effective Date: 05/17/2017

Workers' Compensation

This license has workers compensation insurance with the LM INSURANCE CORPORATION

Policy Number: WC5631004125650

Effective Date: 04/01/2020

Expire Date: 04/01/2021

[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
1000003664	SULLY-MILLER CONTRACTING COMPANY	7/1/2020	6/30/2022	Active	135 S STATE COLLEGE BLVD, SUITE 400 BREA United States of America 92821		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-1459 – Business Parkway Reconstruction from Fairway Drive to Lemon Avenue

Project Location - Specific: Business Parkway from Fairway Drive to Lemon Avenue

Project Location-City: City of Industry

Project Location-County: Los Angeles

Description of Project: Reconstruction of existing AC pavement and construction of new PCC pavement approaches at railroad crossing.

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 reconstruct the existing deteriorated AC pavement and construct PCC pavement approaches at the railroad crossing. The project will not expand the existing use of the roadway but improve the traffic movement and safety. Improvements to the roadway will be limited to reconstruction of deteriorated existing street components with no expansion of existing use.

Lead Agency

Contact Person: Joshua Nelson

Telephone: (626) 333-2211

Signature: _____

Date: August 27, 2020

Title: City Engineer

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: August 27, 2020

SUBJECT: Consideration of Amendment No. 2 to the Maintenance Services Agreement with the San Gabriel Valley Conservation Corps, extending the term through June 30, 2021

Background:

On August 10, 2017, the City Council approved a Maintenance Service Agreement with the San Gabriel Valley Conservation Corps ("SGVCC") to provide general maintenance, weed abatement, trail maintenance, urban facility maintenance, watershed and habitat restoration, debris and brush removal, erosion control, fire fuel reduction, and graffiti removal in the amount of \$900,000.00.

On May 24, 2018, the City Council approved Amendment No. 1 in the amount of \$700,000.00 to have SGVCC continue to provide maintenance services throughout the City. It was determined that SGVCC could be utilized for such projects as weed abatement and trail maintenance.

Discussion:

SGVCC has been providing landscape and maintenance services on City properties primarily at the Industry Hills Trail. SGVCC is a non-profit corporation that develops and transforms disadvantaged youth in the San Gabriel Valley by providing academic, vocational, leadership development, and employment in the local community. The current term of the Agreement expired on August 10, 2020 and at this time staff is requesting that the City Council consider approving Amendment No. 2 to the Maintenance Services Agreement extending the term through June 30, 2021.

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1.) Staff recommends that the City Council approves Amendment No. 2 to the Maintenance Services Agreement with the San Gabriel Valley Conservation Corps

Exhibit:

- A. Amendment No. 2 to Maintenance Services Agreement with San Gabriel Valley Conservation and Services Corps, dated August 10, 2020

TH/BH:yp

EXHIBIT A

Amendment No. 2 to Maintenance Services Agreement with San Gabriel Valley
Conservation and Services Corps, dated August 10, 2020

[Attached]

**AMENDMENT NO. 2
TO MAINTENANCE SERVICES AGREEMENT
WITH SAN GABRIEL VALLEY CONSERVATION AND SERVICES CORPS**

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”), is made and entered into this 10th day of August, 2020, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and San Gabriel Valley Conservation and Services Corps, a California domestic nonprofit corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about August 10, 2017, the City, approved a Maintenance Services Agreement with Consultant to provide general maintenance, weed abatement, trail maintenance, watershed and habitat restoration, debris and brush removal, erosion control, fire fuel reduction and graffiti removal; and

WHEREAS, on or about May 24, 2018, the City Council approved Amendment No. 1 to cover additional trail maintenance, weed abatement, debris and brush removal, erosion control and fire fuel reduction to maintain City properties in acceptable condition, which increased compensation by \$700,000.00; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to June 30, 2021, and update the address of the City Attorney’s office; and

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

AMENDMENT

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

Section 1. TERM

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

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

Section 15. NOTICES

Section 15 is hereby revised to reflect the current address of the City Attorney’s office:

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

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

“CITY”
City of Industry

“CONSULTANT”
San Gabriel Valley Conservation
and Services Corps

By: _____
Troy Helling, City Manager

By: _____
Daniel Oaxaca, Executive Director

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.8



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager 

STAFF: Bing Hyun, Assistant City Manager 

DATE: August 27, 2020

SUBJECT: Consideration of a Property Purchase Agreement with Brian L. Dryer in the Amount of \$1,400,000 for Property Acquisition at 15710-15724 Rausch Road

Background:

The property at 15710-15724 Rausch Road is approximately 0.34 acres and at the southeast corner of Rausch Road and Stafford Street. Due to its location within the civic center, acquisition of the subject property may present either new development or expansion opportunities that would be compatible with the civic center uses.

Discussion:

A Property Purchase Agreement has been prepared and Brian L. Dryer, who is the property owner, has agreed to terms. If approved by the City Council, the Mayor will execute the Agreement and the City, as the Buyer, will open escrow. Escrow is proposed to close within sixty (60) days of the Agreement's Effective Date, namely August 23, 2020.

Fiscal Impact:

If the proposed Purchase Agreement is approved, a 10% refundable deposit, or \$140,000, must be deposited into escrow with First American Title by the City within five days of the execution of the Agreement. As such, an appropriation of \$1,400,000 is required for property acquisition (Account No. 100-900-9030) plus \$10,000 to cover estimated closing costs and a Phase I and, depending on its results, Phase II Environmental Site Assessments, for a total of \$1,410,000.

Recommendations:

1. Staff recommends that the City Council approve the Property Purchase Agreement; and

2. Appropriate \$1,410,000 from General Fund - Capital Expenditures - Real Estate Purchases (Account No. 100-900-9030) for \$1,400,000 for property acquisition and \$10,000 for estimated closing costs.

Exhibit:

- A. Property Purchase Agreement with Brian L. Dryer
-

TH/BH:kt

EXHIBIT A

Property Purchase Agreement

[Attached]

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
(15710 - 15724 Rausch Road, City of Industry)**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS for the property located at 15710 - 15724 RAUSCH ROAD, CITY OF INDUSTRY, CA (this “**Agreement**”), dated as of August __, 2020 (the “**Effective Date**”) is entered into by and between the CITY OF INDUSTRY, a municipal corporation, (the “**City**” or “**Buyer**”) and Brian L. Dryer, an individual and married man as his sole and separate property, (“**Seller**”). The City and Seller are hereinafter sometimes individually referred to as a “**party**” and collectively referred to as the “**parties.**”

RECITALS

A. Seller is the owner of that certain real property located at 15710 – 15724 Rausch Road, City of Industry, California, together with any buildings, structures, and fixtures located thereon, and the reciprocal easement area, as more particularly described on **Exhibit A** attached hereto, together with all right, title and interest in and to all appurtenances and improvements (collectively, the “**Property**”).

B. Industry Security Services, Inc., a California corporation, currently occupies a portion of the Property pursuant to a Lease originally dated February 6, 2015. (“**Industry Security Lease**”) attached hereto as **Exhibit B**.

C. Satsuma Landscape & Maintenance, a California general partnership, currently occupies a portion of the Property pursuant to a Lease originally dated February 13, 2015. (“**Satsuma Lease**”) attached hereto as **Exhibit C**.

D. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price for the Property shall be One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00) (the “**Purchase Price**”), payable by Buyer to Seller in cash on the Closing Date (as defined in **Section 3B** below). A refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer (“**Deposit**”). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in **Section 4** are not satisfied and escrow fails to close as a result thereof, the Purchase Price and/or Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow (“**Escrow**”) at the offices of First American Title Insurance Company (“**Escrow Holder**”). The principal office of Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Kathryn Wood, Escrow Officer, Telephone: (949) 885-2465, Fax: (877) 372-0260, Email: knwood@firstam.com Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within sixty (60) days, or less, after the Effective Date, unless extended by written agreement of the parties (“**Closing Date**”). For purposes of this Agreement, the “**Close of Escrow**” shall occur on the date on which the grant deed conveying the Property to Buyer, attached hereto as **Exhibit D** (“**Grant Deed**”), is recorded in the Los Angeles County Recorder’s Office.

4. CONDITIONS TO CLOSING.

A. Buyer’s Conditions to Closing. The Close of Escrow and Buyer’s obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to the Closing Date:

- (i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property (“**Title Report**”). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property (“**Approved Exceptions**”). On the Closing Date, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.
- (ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed.
- (iii) Delivery of Assignment. Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment of the Satsuma Lease in the form attached hereto as **Exhibit E**, assigning the Satsuma Lease to Buyer and delivering at the Close of Escrow any and all prepaid rents, security deposits and any other rights or entitlements of Seller under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease (the “Assignments”).
- (iv) Seller shall have executed and deposited into Escrow, for delivery to Buyer, a termination on or before October 12, 2020 of the Industry Security Lease. The termination shall be in the form attached hereto as **Exhibit F**.

B. If any of the conditions to Buyer's obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and Escrow Holder shall return the Purchase Price in full to Buyer.

C. Seller's Condition to Closing. The Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to the Closing Date:

- (i) Authorization to Sell. Prior to the Closing Date, Seller shall have obtained any and all authorizations, approvals and/or assignments necessary to sell the Property pursuant to any and all deeds of trust in favor of the U.S. Small Business Administration ("SBA") which relate to or are recorded against the Property and any assignments of the Industry Security Lease or the Satsuma Lease that may have been provided in favor of the SBA for collateral or any other purposes.
- (ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller on or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in **Section 4C(i)** above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports, if any, set forth on **Exhibit F** attached hereto (collectively, "**Environmental Reports**"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials (as defined below) on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "**Hazardous Materials**" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or

constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property other than those disclosed herein; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, modify any contracts which will not be terminated on or before the Closing Date.

6. CONDITION OF PROPERTY.

During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending at 5:00 p.m. on the date which is forty-five (45) days after the Effective Date, the Buyer may inspect the Property as necessary to (i) satisfy itself regarding all zoning and land use matters relating to the Property, (ii) satisfy itself regarding the physical condition of the Property, (iii) satisfy any due diligence requirements of the Buyer's lender, if any, and (iv) satisfy itself regarding the condition of the Property, title to the Property, the Property's suitability for its intended use, and any and all other matters in connection with the transactions contemplated by this Agreement. Subject to the terms of the Right of Entry and Access Agreement in the form of which is attached hereto as Exhibit “H” (the “**Right of Entry and Access Agreement**”), the Buyer and its agents shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Prior to the Buyer's entry upon the Property, the parties shall execute the Right of Entry and Access Agreement. The Seller shall reasonably cooperate with the Buyer in its conduct of the due diligence review during the Due Diligence Period. In the event the Buyer does not, in its sole discretion and for any other reason or no reason, approve of the condition of the Property and its suitability for the Buyer's intended use by written notice given to the Seller prior to the expiration of the Due Diligence Period, this Agreement shall terminate, the Deposit shall be returned to Buyer by Escrow and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

The Property shall be conveyed from the Seller to Buyer on an “AS-IS” condition and basis with all faults and Buyer agrees that the Seller has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, Buyer and anyone claiming by, through or under Buyer hereby waives its right to recover from and fully and irrevocably releases the Seller, (the “**Released Party**”) from any and all claims, responsibility and/or liability that Buyer may now have or hereafter acquire against any of the Released Party for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this **Section 6**. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of the Released Parties. If the Property is not in a

condition suitable for the intended use or uses, then it is the sole responsibility and obligation of Buyer to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE SELLER.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Buyer's Initials

The waivers and releases by Buyer herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to the Closing Date, Seller shall deposit into Escrow the Grant Deed in the form attached hereto as **Exhibit D**, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions, and such other documents as required hereunder or otherwise reasonably required by Escrow Holder to be deposited by Seller to the Close the Escrow necessary for Seller to convey good and marketable fee simple title to the Property, free and clear of all liens, leases, tenancies, occupancy agreements, encumbrances, and restrictions except as may be permitted under this Agreement. At or prior to the Closing Date, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in **Section 7B** below and (3) the conditions specified in **Section 4** have been satisfied or waived.

B. Title Insurance. On the Closing Date, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“**ALTA**”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“**Title Policy**”).

C. Recordation and Delivery. On the Closing Date, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in **Section 7B**, above.

D. Obligation to Refrain from Discrimination. Buyer covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and Buyer (itself or any person claiming under or through Buyer) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. Notwithstanding the foregoing, if and when Buyer conveys the Property to a third-party Buyer shall be relieved of any further responsibility under this **Section 7D** as to the Property so conveyed.

E. Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

- (i) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises

herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

- (ii) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

- (iii) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall

the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

F. Restrictive Covenant. In order to insure Buyer’s compliance with the covenants set forth in **Sections 7D** and **7E**, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Successor Agency to the Industry Urban-Development Agency (the “Agency”) and the Agency shall have the right to assign all of its rights and benefits therein to Buyer.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and Buyer and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by Buyer:

- (i) The non-discrimination and non-segregation requirements set forth in **Section 7E** shall remain in effect in perpetuity; and;
- (ii) Easements to the City, the Agency or other public agencies for utilities existing as of the execution of this Agreement shall remain in effect according to their terms.

8. BROKERS/CLAIMS FOR TENANT EXPENSES. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer hereby agree to indemnify, defend, protect, and hold Seller harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party claiming real estate brokerage fees through Buyer pertaining to the Property. Seller hereby agree to indemnify, defend, protect, and hold Buyer harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party claiming real estate brokerage fees through Seller pertaining to the Property or any claims, liabilities, or damages for any taking of fixtures and/or improvements owned by any/all Tenant(s) of the Property or for any moving expenses of any/all Tenant(s).

9. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the Close of Escrow Seller will deposit an affidavit certifying same. Escrow Holder’s duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the Close of Escrow and delivery to Buyer of such affidavit at the Close of Escrow.

10. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. PROPERTY TAXES. Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing Date. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Closing Date.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated as of the Closing Date.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by email transmission, if also sent by one of the other methods provided in this **Section 13**, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the email transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Seller: Brian L. Dryer
15718 Rausch Road
City of Industry, CA 91744

To Buyer: City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Attention: Troy Helling, City Manager
thelling@cityofindustry.org

with a copy to: James M. Casso
Casso & Sparks, LLP
13300 Crossroads Parkway N, Suite 410
City of Industry, CA 91746
jcasso@cassosparks.com

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this **Section 13**. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) the Title Report; and

(ii) the Environmental Reports, if any.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the **Exhibits** attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to **Exhibit A** through and including **Exhibit G** attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

H. Assignment. Prior to the Close of Escrow, Buyer shall not transfer its rights and obligations, in whole or in part, under this Agreement, or sell, assign, transfer, encumber, pledge or lease the Property, nor cause or suffer a change of more than 49% of the Ownership interests in Buyer, directly or indirectly, in one or a series of transactions, without Seller's Executive Director's prior written consent, which consent shall not be unreasonably withheld or delayed. Buyer acknowledges that the identity of Buyer is of particular concern to Seller, and it is because of Buyer's identity that Seller has entered into this Agreement with Buyer. No voluntary or involuntary successor in interest of Buyer shall acquire any rights or powers under this Agreement in violation of the terms hereof. Notwithstanding any provision contained herein to the contrary, this prohibition shall not be deemed to prevent the granting of, easements or permits to facilitate the development of the Property, if any, or any mortgage or deed of trust permitted by this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

SELLER, Brian L. Dryer

By: _____
Brian L. Dryer

BUYER, City of Industry

By: _____
Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Industry Security Lease
Exhibit "C"	Satsuma Lease
Exhibit "D"	Form of Grant Deed
Exhibit "E"	Form of Assignment and Assumption of Lease Agreement with Satsuma
Exhibit "F"	Form of Termination of Lease Agreement with Industry Security Services, Inc.
Exhibit "G"	Due Diligence Phase I Environmental Site Assessment and Subsurface Investigation Report
Exhibit "H"	Right of Entry and Access Agreement

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Industry, County of Los Angeles, State of California, described as follows:

**(15710 Rausch Road)
APN 8245-011-073/074**

EXHIBIT "B"

Lease between Brian L. Dryer & Industry Security Services, Inc.

EXHIBIT C

Lease between Industry Security Services, Inc., and Satsuma

EXHIBIT D

FORM OF GRANT DEED

**RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY
AND WHEN RECORDED RETURN TO:**

City of Industry
Attention: City Clerk
15625 East Stafford Street
City of Industry, CA 91744

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383]

GRANT DEED

Documentary Transfer Tax: \$ _____

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the BRIAN L. DRYER (the “Grantor”), hereby grants to **CITY OF INDUSTRY**, a municipal corporation, (the “Grantee”), that certain real property described in **Exhibit A** attached hereto (the “Site”) and incorporated herein by this reference, together with all of Grantor’s right title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed (“Grant Deed”) of the Site is subject to the provisions of a Purchase and Sale Agreement and Escrow Instructions (15710 - 15724 Rausch Road, City of Industry, CA) dated as of August __, 2020 (the “Agreement”) entered into by and between the Grantor and Grantee, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. Subject to the provisions of **Section 7** of the Agreement, the Site as described in **Exhibit A** is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee, or any person claiming under or through it, establish or permit any practice or practices of discrimination or

segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

2. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: “The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

3. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

4. The covenants contained in **Paragraphs 2 and 3** of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

5. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2020.

GRANTOR:

BRIAN L. DRYER

By: _____
Brian L. Dryer

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)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

Exhibit A to Grant Deed

LEGAL DESCRIPTION

Real property in the City of Industry, County of Los Angeles, State of California, described as follows:

**(15710 Rausch Road)
APN 8245-011-073/074**

EXHIBIT E

**FORM OF ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

(“Agreement”) is made and entered into this ___th day of August 2020, by and between **Brian L. Dryer**, an individual and married man as his sole and separate property, (“**Assignor**”) and **City of Industry**, a municipal corporation, (“**Assignee**”).

RECITALS

WHEREAS, Assignor, as owner of 15710 – 15724 Rausch Road, City of Industry, California, (the “**Landlord**”) entered into that certain Commercial Lease Agreement dated February 4, 2015, attached hereto as **Exhibit A** (the “**Lease**”) pursuant to which Landlord agreed to lease to **Satsuma XXXXX**, (the “**Tenant**”) certain premises commonly known as 15710 Rausch Road, City of Industry, California (the “**Property**”); and

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor’s obligations under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Subject to and concurrently with the closing of escrow of that certain Purchase and Sale Agreement and Escrow Instructions dated August __, 2020 (the “Agreement”) (the “Effective Date”) and the recording of title for the Property in favor of the Assignee, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease including any and all prepaid rents, security deposits (\$1,500.00) and any other rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.
2. **Assumption.** From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Leases as if it had executed the same.
3. **Assignor’s Representations and Warranties.** Assignor represents and warrants to Assignee that:
 - (a) the Lease is in full force and effect, unmodified except as provided in this Agreement;
 - (b) Assignor’s interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;

- (c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein;
- (d) There are no sums due and owing by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder; and
- (e) Assignor represents that he has not received any notice or claim from Tenant for a claim for any taking of fixtures and improvements by Tenant and/or for moving expenses.

4. **Indemnification.** Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the Lease prior to the Effective Date and Assignor agree to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts which may become due under the Lease on or after the Effective Date

5. **Expenses.** The parties hereto will bear their separate expenses in connection with this Agreement and its performance.

6. **Entire Agreement.** This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

7. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be County of Los Angeles.

8. **Successors and Assigns.** This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

9. **Attorneys' Fees.** In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed the same as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR:
Brian L. Dryer

ASSIGNEE:
City of Industry

By: _____
Brian L. Dryer

By: _____
Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

Exhibit "A"

**Exhibit to Form of Assignment and Assumption of Lease Agreement
Lease Agreement between Brian L. Dryer and Satsuma XXXX**

EXHIBIT F

FORM OF LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT (this "Agreement") is made by and among **Brian L. Dryer**, an individual and married man as his sole and separate property, ("Lessor"), on his own behalf and on behalf of all other persons or entities having an interest as Lessor under that certain Lease dated February 6, 2015 (the "Lease") demising certain leased premises described therein (the "Premises"), on property located at 15718 Rausch Road, City of Industry (the "Building"), and **Industry Security Services, Inc.**, a California corporation, (the "Tenant"), for its own behalf and on behalf of all of its predecessors-in-interest in the Lease and all other persons or entities having an interest as tenant under the Lease.

Landlord and Tenant have agreed that the Lease shall be terminated in consideration of the mutual covenants set forth below and in accordance with the terms and conditions set forth herein.

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Security Deposit. The parties acknowledge that Tenant has deposited with Landlord the amount of \$4,420.00.

3. Lease Modification. The term of the Lease shall expire and shall be deemed terminated effective on or before October 12, 2020, (the "Expiration Date"). Except as modified herein, the Lease is unmodified and in full force and effect.

4. Lease Termination and Termination Payment. Notwithstanding the foregoing, if, on or before the Expiration Date, Tenant vacates the Premises and leaves such Premises in reasonably good condition and repair and otherwise in such condition as is required under Paragraph 6, below, and under the Lease with respect to surrender of the Premises at the end of the term of such Lease, then, in such event, as of the date that Tenant so vacates the Premises (such date being the "Termination Date"), (i) the Lease shall be deemed terminated with the same effect as if such date were the normal expiration date of the Lease; (ii) neither party shall have any claim against the other, and each party releases the other from any and all claims, liabilities, damages or actions of any kind whatsoever arising out of or pursuant to the Lease or Tenant's use or occupancy of the Premises; and (iii) Landlord shall return the security deposit to Tenant. Notwithstanding any provision in the Lease or in this Agreement, if for any reason Tenant fails to perform any obligation hereunder or under the Lease, including, without limitation, Tenant's obligation to vacates the Premises and leaves such Premises in reasonably good condition and repair and otherwise in such condition as is required under Paragraph 6, below on or before the Expiration Date, then, in such event, the Prepayment shall be due and payable by Tenant to Landlord immediately.

5. Compliance with Obligations. Tenant shall be responsible for all obligations of Tenant under the Lease through and including the Termination Date, including, without limitation, Tenant's obligation to pay monthly rent, additional rent, utility charges and all other amounts and charges owing under the Lease.

6. Condition of Premises. On or before the Termination Date, Tenant shall remove all of its trade fixtures and personal property; repair all damage to the Premises caused by such removal; vacate the Premises and leave such Premises in reasonably good, broom swept clean condition and repair and otherwise in such condition as is required under the Lease with respect to surrender of the Premises at the end of the term of such Lease; and deliver the keys to the Premises to Landlord.

7. Mutual Release. By this Agreement, effective on the Termination Date and so long as neither party shall be in default under its obligations hereunder, each party hereto releases the other party hereto from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Premises and which first arise out of transactions and occurrences from and after the Termination Date. Each party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection with such waiver and relinquishment, each party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Agreement or the other party hereto, but that is such parties intention hereby fully, finally, and forever to settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between each party with regard to the Lease or the Premises. This Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts. Notwithstanding the foregoing to the contrary, this Mutual Release is not intended to release or offset actions by either party for claims arising as a result of (i) a breach of the Lease and occurring on or before the Termination Date, (ii) a breach of this Agreement, or (iii) transactions and occurrences on or before the Termination Date.

8. Knowing Release. In executing this Agreement, each party hereto acknowledges that they have consulted with and received the advice of counsel and that the parties have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

9. Authority of Tenant. Tenant represents and warrants that (i) it is the owner and holder of the tenant's interest in the Lease and that it has the power, right and authority to execute this Agreement and to carry out the intent hereof, (ii) the execution and delivery of this Agreement shall not violate or contravene any agreement, contract, security agreement, lease or indenture to which Tenant is a party or by which it is bound or requires the consent of any party to any of the foregoing and (iii) the Premises, including all improvements and betterments thereto, are unencumbered, free of any security interests, liens, chattel mortgages, leases, lease purchase agreements or any other security or financing devices and, all such installations have been fully paid for.

10. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

11. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be County of Los Angeles.

12. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

13. Attorneys' Fees. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

14. Severability. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed the same as originals.

Dated this ___ day of August, 2020.

TENANT: Industry Security Services, Inc.

Bryan L. Dryer, CEO

LESSOR:

Brian L. Dryer

EXHIBIT G

**DUE DILIGENCE PHASE I ENVIRONMENTAL SITE ASSESSMENT AND
SUBSURFACE INVESTIGATION REPORT**

If any

EXHIBIT H

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this “**Agreement**”) is made and entered into as of July __, 2020, by **BRIAN L. DRYER**, an individual and married man as his sole and separate property, (herein called “**Grantor**”) and the **CITY OF INDUSTRY**, a municipal corporation (herein called “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of the real property located at 15710 - 15724 RAUSCH ROAD, City of Industry, California and more particularly described in Exhibit “A”, which exhibit is attached hereto and incorporated herein by reference (herein called the “**Property**”);

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee contemplate entering into a Purchase and Sale Agreement and Joint Escrow Instructions related to the Property (the “**Purchase Agreement**”);

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the “**Due Diligence Activities**”) in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

a. Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the expiration of the Due Diligence Period (as defined in the Purchase Agreement); or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called “**Grantee's Designees**”) shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities.

b. Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not materially damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is materially altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to substantially the same condition existing prior to the Due Diligence Activities, and (iii) Grantee, to the extent allowed by law, shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property; provided, however, that in no event shall Grantee be liable for any liabilities, damages, losses, costs or expenses of any kind or nature that relate, directly or indirectly, to (x) matters arising from the Grantor's, or its agents' or representatives', acts or omission; (y) consequential or punitive damages; or (z) matters that are merely discovered, but not exacerbated, by Grantee. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written consent of Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within three (3) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before the expiration of the Due Diligence Period, as defined in the Purchase Agreement.

c. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property by Grantee's Designees as a result of the Due Diligence Activities.

d. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities performed by Grantee or such Grantee's Designee with a single limit of liability (per occurrence and aggregate) of not less than One Million Dollars (\$1,000,000.00), and to deliver to Grantor a certificate or certificates of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement.

e. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit

of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

f. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

g. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered and deemed given in accordance with the notice provision in section 13 of the Purchase Agreement. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Any notice, demand, or request not received because of changed address or email address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of email transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

h. Assignment. This Agreement may be assigned by Grantee, in whole or in part.

i. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

j. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

k. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation. This Agreement, together with the Purchase Agreement with all attachments and exhibits thereto, constitutes the entire understanding and agreement of the parties, and the foregoing integrate all of the terms and conditions mentioned herein and therein or incidental hereto or thereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTOR
BRIAN L. DRYER

GRANTEE
CITY OF INDUSTRY

By: _____
Brian L. Dryer

By: _____
Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney