CITY COUNCIL
REGULAR MEETING
AGENDA

SEPTEMBER 11, 2025 AT 9:00 AM

MAYOR CORY MOSS
MAYOR PRO TEM MICHAEL GREUBEL
COUNCIL MEMBER STEVE MARCUCCI
COUNCIL MEMBER MARK D. RADECKI
COUNCIL MEMBER NEWELL RUGGLES

LOCATION: City Council Chambers, 15651 Mayor Dave Way, City of Industry, California

ADDRESSING THE CITY COUNCIL:

Agenda Items: Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.

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

At the time of publication, no Councilmembers intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Councilmember will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

www.microsoft.com/microsoft-teams/join-a-meeting	**Or call in (audio only)**
Meeting ID: 270 636 867 368 9	+1 657-204-3264,
Meeting Passcode:	Phone ConferenceID:708 398 560#

AMERICANS WITH DISABILITIES ACT:

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

AGENDAS AND OTHER WRITINGS:

In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order

2. Flag Salute

3. AB 2449 Vote on Emergency Circumstances (if necessary)

4. Roll Call

5. Presentations

6. CONSENT CALENDAR

6.1. Consideration of the Register of Demands for September 11, 2025

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

6.2. Consideration of a Memorandum of Understanding Between the Cities of Commerce, Industry, Irwindale, Santa Fe Springs, and Vernon

RECOMMENDED ACTION: Approve the Memorandum of Understanding.

6.3. Consideration of a Right-of-Way Agreement with Verizon Wireless to construct, install, and maintain facilities that occupy public rights-of-way within the territorial limits of the City

RECOMMENDED ACTION: RECOMMENDED ACTION: Approve the Agreement.

6.4. Consideration of Resolution No. CC 2025-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR ITS FALL FESTIVAL PROGRAM

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-37.

6.5. Consideration of Resolution No. CC 2025-38 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE BECAUSE WE CARE PROGRAM

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-38.

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

9.1. PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957(b)(1)
TITLE: CITY CLERK

9.2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al.
(Williams-Sonoma DTC, Inc., 101-204281) Case IDs: 757063, 284-450, 20127075

9.3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy Point, LLC
Los Angeles County Superior Court Case No. 25STCV03700

9.4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Legacy City Center, LLC
Los Angeles County Superior Court Case No. 25STCV03524

9.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Puente Hills Associates, LLC
Los Angeles County Superior Court Case No. 25STCV03679

9.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. E-Ho One, LLC, et al
Los Angeles County Superior Court Case No. 25STCV03695

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. PUBLIC COMMENTS

14. Adjournment. The next regular City Council Meeting is Thursday, September 25, 2025, at 9:00 AM.

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 11, 2025

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	4,371,412.14
103	PROP A FUND	44,620.68
107	MEASURE W FUND	17,848.12
120	CAPITAL IMPROVEMENTS	144,897.15
TOTAL ALL FUNDS		4,578,778.09

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	2,879,705.62
PROP/A	PROP A - CKING ACCOUNT	44,620.68
M/W	MEASURE W - CKING ACCOUNT	17,848.12
WFBK	WELLS FARGO - CKING ACCOUNT	1,636,603.67
TOTAL ALL BANKS		4,578,778.09

APPROVED PER CITY MANAGER FOR JN

DATE 9.4.25

CITY OF INDUSTRY
BANK OF AMERICA
September 11, 2025

Check	Date			Payee Name	Check Amount

CITYGEN.CHK - City General

Check	Date			Payee Name	Check Amount
WT1434	08/20/2025			CAL-PERS	$72,749.14
	Invoice	Date	Description	Amount	
	SEP-25	08/14/2025	CALPERS MEDICAL PREMIUM FOR SEPTEMBER 2025	$72,749.14	
WT1435	09/03/2025			JOHN HANCOCK USA	$6,956.48
	Invoice	Date	Description	Amount	
	8/2/25-8/15/25	09/03/2025	PARS CONTRIBUTIUONS FOR 8/2/25-8/15/25	$6,956.48	
24607	08/27/2025			CITY OF INDUSTRY	$2,800,000.00
	Invoice	Date	Description	Amount	
	8/27/2025	08/27/2025	TRANSFER FUNDS-CITY REG 8/28/25	$2,800,000.00	

Checks	Status	Count	Transaction Amount
	Total	**3**	**$2,879,705.62**

CITY OF INDUSTRY
PROP A
September 11, 2025

Check	Date	Payee Name	Check Amount

PROPA.CHK - Prop A Checking

Check	Date	Payee Name	Check Amount
90710	08/27/2025	**SOUTHERN CALIFORNIA EDISON**	$206.65

Invoice	Date	Description	Amount
2026-00000327	08/21/2025	7/23-8/20/25 SVC-600 S BREA CYN RD B	$206.65

Check	Date	Payee Name	Check Amount
90711	08/27/2025	**WALNUT VALLEY WATER DISTRICT**	$553.78

Invoice	Date	Description	Amount
5404952	08/12/2025	7/1-7/31/25 SVC-PLATFORM METROLINK	$37.15
5404001	08/11/2025	7/1-7/31/25 SVC-IRR -METROLINK STN SPANISH LN	$516.63

Check	Date	Payee Name	Check Amount
90712	09/11/2025	**CNC ENGINEERING**	$38,156.25

Invoice	Date	Description	Amount
513254	08/28/2025	ANNUAL BUS STOP ADA IMPROVEMENTS	$23,231.25
513255	08/28/2025	METROLINK STATION COMMUTER RAIL STATION	$1,810.00
513256	08/28/2025	FULLERTON RD GRADE SEPARATION	$7,470.00
513257	08/28/2025	FAIRWAY DR GRADE SEPARATION	$700.00
513258	08/28/2025	TURNBULL CYN GRADE SEPARATION	$4,945.00

Check	Date	Payee Name	Check Amount
90713	09/11/2025	**INDUSTRY SECURITY SERVICES**	$5,704.00

Invoice	Date	Description	Amount
SG-ML-2052	08/22/2025	SECURITY SVC-METROLINK	$2,852.00
SG-ML-2053	08/29/2025	SECURITY SVC-METROLINK	$2,852.00

Checks	Status	Count	Transaction Amount
	Total	**4**	**$44,620.68**

CITY OF INDUSTRY
MEASURE W
September 11, 2025

Check	Date			Payee Name	Check Amount

MEASUREW.WF.CHK - Measure W Wells Fargo Checking

Check	Date			Payee Name	Check Amount
300170	09/11/2025			**CASC ENGINEERING AND CONSULTIN**	$4,260.00
	Invoice	Date	Description	Amount	
	53821	07/31/2025	NPDES CONSULTING SVC	$4,260.00	
300171	09/11/2025			**CNC ENGINEERING**	$7,012.50
	Invoice	Date	Description	Amount	
	513251	08/28/2025	FOUR GRADE SEPARATION PUMP STATIONS	$5,422.50	
	513252	08/28/2025	REPAIRS/UPGRADES TO CITY OWNED PUMP STATION	$852.50	
	513253	08/28/2025	CATCH BASIN RETROFITS-PHASE 3	$737.50	
300172	09/11/2025			**LOS ANGELES COUNTY PUBLIC WORI**	$6,575.62
	Invoice	Date	Description	Amount	
	PW-25081200395	08/12/2025	PUMP HOUSE MAINT	$5,333.11	
	PW-25081200387	08/12/2025	PUMP HOUSE MAINT	$1,242.51	

Checks	Status	Count	Transaction Amount
	Total	**3**	**$17,848.12**

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
September 11, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date	Payee Name	Check Amount
WT10082	08/26/2025	**WELLS FARGO**	$10,223.63

Invoice	Date	Description	Amount
7/3-8/3/25-J	08/26/2025	CREDIT CARD EXPENSE P/E 8/3/25-JOSH	$4,986.53
7/3-8/3/25-S	08/26/2025	CREDIT CARD EXPENSE P/E 8/3/25-SAM	$64.57
7/3-8/3/25-B	08/26/2025	CREDIT CARD EXPENSE P/E 8/3/25-BING	$1,098.00
7/3-8/3/25-V	08/26/2025	CREDIT CARD EXPENSE P/E 8/3/25-VERONICA	$4,074.53

Checks	Status	Count	Transaction Amount
	Total	1	**$10,223.63**

CITY OF INDUSTRY
WELLS FARGO BANK
September 11, 2025

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Date			Payee Name	Check Amount
85798	08/26/2025			**ALCHEMY KITCHEN LLC**	$1,099.75
	Invoice	Date	Description	Amount	
	08122025	08/12/2025	CHARCUTERIE BOXES FOR PLANNING COMMISSION F	$1,099.75	
85799	08/26/2025			**HISTORICAL RESOURCES, INC.**	$51,707.34
	Invoice	Date	Description	Amount	
	COI2026-01.2	08/14/2025	EXPENSE REIMBURSEMENT-AUG 2025	$134.34	
	COI2026-01	08/14/2025	ADMIN & MGMT SVC-HOMESTEAD	$51,573.00	
85800	08/26/2025			**HUMANA INSURANCE COMPANY**	$6,566.83
	Invoice	Date	Description	Amount	
	389690221	08/13/2025	DENTAL PREMIUM FOR SEPTEMBER 2025	$6,566.83	
85801	08/26/2025			**MUTUAL OF OMAHA - PAYMENT PROC**	$9,061.48
	Invoice	Date	Description	Amount	
	1939493300	08/14/2025	LIFE INS PREMIUM FOR SEPTEMBER 2025	$9,061.48	
85802	08/26/2025			**UNUM LIFE INSURANCE COMPANY OF**	$10,996.80
	Invoice	Date	Description	Amount	
	9/1-9/30/25	08/18/2025	LONG TERM CARE PREMIUM FOR SEPTEMBER 2025	$10,996.80	
85803	08/27/2025			**AT & T**	$464.77
	Invoice	Date	Description	Amount	
	2026-00000334	08/17/2025	8/17-9/16/25 SVC-TONNER GUARD SHACK	$464.77	
85804	08/27/2025			**FRONTIER**	$857.35
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
September 11, 2025

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

	Invoice	Date	Description	Amount	
	2026-00000302	08/10/2025	8/10-9/9/25 SVC-600 BREA CYN RD	$358.48	
	2026-00000331	08/16/2025	8/16-9/15/25 SVC-PH AUTO PLAZA	$271.15	
	2026-00000332	08/16/2025	8/16-9/15/25 SVC-BREA CYN PUMP STN	$114.65	
	2026-00000333	08/19/2025	8/19-9/18/25 SVC-FOLLOW'S CAMP	$113.07	
85805	08/27/2025		**ROWLAND WATER DISTRICT**		$2,980.63
	Invoice	Date	Description	Amount	
	2026-00000284	08/06/2025	6/24-7/27/25 SVC-AZUSA AVE	$115.83	
	2026-00000285	08/06/2025	6/24-7/27/25 SVC-AZUSA AVE - CENTER	$129.26	
	2026-00000286	08/06/2025	6/24-7/27/25 SVC-930 S AZUSA AVE	$953.59	
	2026-00000287	08/06/2025	6/24-7/27/25 SVC-17401 E VALLEY BLVD	$1,200.56	
	2026-00000288	08/06/2025	6/24-7/27/25 SVC-18044 ROWLAND ST	$152.80	
	2026-00000289	08/06/2025	6/24-7/27/25 SVC-HURLEY ST & VALLEY BLVD	$428.59	
85806	08/27/2025		**SAN GABRIEL VALLEY WATER CO.**		$2,508.74
	Invoice	Date	Description	Amount	
	2026-00000304	08/19/2025	7/16-8/18-25 SVC-336 EL ENCANTO RD	$46.76	
	2026-00000305	08/18/2025	7/15-8/15/25 SVC-14329 VALLEY	$1,237.75	
	2026-00000335	08/15/2025	7/14-8/14/25 SVC-13756 VALLEY	$266.85	
	2026-00000336	08/15/2025	7/14-8/14/25 SVC-132 IRRIG PUENTE	$608.14	
	2026-00000337	08/15/2025	7/14-8/14/25 SVC-123 IRRIG WORKMAN MILL	$349.24	
85807	08/27/2025		**SOCALGAS**		$405.43
	Invoice	Date	Description	Amount	
	2026-00000301	07/08/2025	6/4-7/3/25 SVC-15633 RAUSCH RD	$339.04	
	2026-00000328	08/22/2025	7/21-8/20/25 SVC-13756 VALLEY BLVD	$14.79	
	2026-00000329	08/18/2025	7/15-8/14/25 SVC-610 S BREA CYN	$14.79	

CITY OF INDUSTRY
WELLS FARGO BANK
September 11, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2026-00000330	08/18/2025	7/15-8/14/25 SVC-1004 U FAIRWAY DR	$36.81	
85808	08/27/2025			**SOUTHERN CALIFORNIA EDISON**	$25,446.61
	Invoice	Date	Description	Amount	
	2026-00000290	08/11/2025	7/11-8/10/25 SVC-122 PUENTE AVE U1	$23.63	
	2026-00000291	08/11/2025	7/11-8/10/25 SVC-575 BALDWIN PARK BLVD U	$98.99	
	2026-00000292	08/12/2025	7/14-8/11/25 SVC-504 S 6TH AVE UTC1	$88.28	
	2026-00000293	08/12/2025	7/14-8/11/25 SVC-490 S 7TH AVE U	$102.67	
	2026-00000294	08/11/2025	7/11-8/10/25 SVC-122 N PUENTE AVE U1 PED	$68.58	
	2026-00000303	08/18/2025	7/18-8/17/25 SVC-900 NOGALES U	$1,637.69	
	2026-00000306	08/20/2025	7/22-8/19/25 SVC-VARIOUS SITES	$87.85	
	2026-00000307	08/20/2025	7/9-8/10/25 SVC-VARIOUS SITES	$117.17	
	2026-00000308	08/20/2025	7/17-8/14/25 SVC-VARIOUS SITES	$107.13	
	2026-00000309	08/21/2025	7/2-8/3/25 SVC-VARIOUS SITES	$638.83	
	2026-00000310	08/21/2025	7/23-8/20/25 SVC-21380 VALLEY BLVD-PED	$13.57	
	2026-00000311	08/21/2025	7/23-8/20/25 SVC-1007 LAWSON ST TC1	$74.05	
	2026-00000312	08/21/2025	7/23-8/20/25 SVC-580 BREA CYN RD	$20.69	
	2026-00000313	08/21/2025	7/23-8/20/25 SVC-1004 U FAIRWAY DR	$578.63	
	2026-00000314	08/19/2025	7/17-8/14/25 SVC-VARIOUS SITES	$4,176.72	
	2026-00000315	08/15/2025	7/17-8/14/25 SVC-VARIOUS SITES	$10,815.87	
	2026-00000316	08/15/2025	7/17-8/14/25 SVC-1341 FULLERTON RD	$164.62	
	2026-00000317	08/15/2025	7/14-8/14/25 SVC-VARIOUS SITES	$2,235.00	
	2026-00000318	08/15/2025	7/17-8/14/25 SVC-VARIOUS SITES	$83.57	
	2026-00000319	08/15/2025	7/17-8/14/25 SVC-PECK RD S/O PELISIER	$17.64	
	2026-00000320	08/15/2025	7/17-8/14/25 SVC-18311 RAILROAD ST PMP	$169.69	
	2026-00000321	08/15/2025	7/17-8/14/25 SVC-17635 GALE AVE	$3,836.44	
	2026-00000322	08/15/2025	7/17-8/14/25 SVC-1023 U FAIRWAY DR	$274.40	

CITY OF INDUSTRY
WELLS FARGO BANK
September 11, 2025

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Check	Invoice	Date	Description	Amount	Check Amount
	2026-00000323	08/15/2025	7/17-8/14/25 SVC-18311 RAILROAD ST PED	$14.90	
85809	08/27/2025		**VERIZON BUSINESS**		$47.17
	Invoice	Date	Description	Amount	
	61832916	08/10/2025	7/1-7/31/25 SVC-VARIOUS SITES	$47.17	
85810	08/27/2025		**WALNUT VALLEY WATER DISTRICT**		$6,338.12
	Invoice	Date	Description	Amount	
	5405187	08/12/2025	6/30-7/31/25 SVC-NOGALES PUMP STN	$87.65	
	5404953	08/12/2025	6/30-7/31/25 SVC-PUMP STN BREA CYN	$54.99	
	5405201	08/12/2025	7/1-7/31/25 SVC-1004 FAIRWAY DR GRADE SEP	$51.59	
	5404933	08/12/2025	7/1-7/31/25 SVC-PUMP STN N/W CHERYL LN/MAYO	$51.69	
	5404147	08/11/2025	7/1-7/31/25 SVC-BAKER PKWY MTR#1	$248.65	
	5404148	08/11/2025	7/1-7/31/25 SVC-BAKER PKWY MTR#2	$221.29	
	5404154	08/11/2025	7/1-7/31/25 SVC-GRAND AVE CROSSING	$246.16	
	5404155	08/11/2025	7/1-7/31/25 SVC-GRAND AVE CROSSING	$130.93	
	5404157	08/11/2025	7/1-7/31/25 SVC-22002 VALLEY BLVD	$1,014.51	
	5404215	08/11/2025	7/1-7/31/25 SVC-21627 GRAND CROSSING PKWY #3	$237.04	
	5404216	08/11/2025	7/1-7/31/25 SVC-21627 GRAND CROSSING PKWY #4	$227.92	
	5404030	08/11/2025	7/1-7/31/25 SVC-IRR 820 FAIRWAY DR	$87.65	
	5404080	08/11/2025	7/1-7/31/25 SVC-LEMON AVE N OF CURRIER RD	$128.73	
	5404193	08/11/2025	7/1-7/31/25 SVC-60 FWY INTERCHANGE FAIRWAY DR	$42.47	
	5404113	08/11/2025	7/1-7/31/25 SVC-BREA CYN RD & OLD RANCH RD	$62.23	
	5404129	08/11/2025	7/1-7/31/25 SVC-FERRERO & GRAND EAST RAMP	$1,340.51	
	5404174	08/11/2025	7/1-7/31/25 SVC-21350 VALLEY-MEDIAN	$54.25	
	5404175	08/11/2025	7/1-7/31/25 SVC-GRAND CROSSING EAST	$86.17	
	5404176	08/11/2025	7/1-7/31/25 SVC-GRAND CROSSING WEST	$102.13	

CITY OF INDUSTRY
WELLS FARGO BANK
September 11, 2025

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

	5404177	08/11/2025	7/1-7/31/25 SVC-BAKER PKWY & GRAND N/W CNR	$1,271.35	
	5404184	08/11/2025	7/1-7/31/25 SVC-E/S GRAND S/O BAKER PKWY	$143.51	
	5404190	08/11/2025	7/1-7/31/25 SVC-BREA CYN N OF RR TRKS	$343.05	
	5404191	08/11/2025	7/1-7/31/25 SVC-BREA CYN N OF CURRIER	$103.65	
85811	09/03/2025		**SOCALGAS**		$78.68
	Invoice	Date	Description	Amount	
	2026-00000339	08/25/2025	7/22-8/21/25 SVC-15415 E DON JULIAN	$78.68	
85812	09/03/2025		**SOUTHERN CALIFORNIA EDISON**		$824.35
	Invoice	Date	Description	Amount	
	2026-00000338	08/22/2025	7/22-8/19/25 SVC-1015 NOGALES ST	$824.35	
85813	09/03/2025		**SUBURBAN WATER SYSTEMS**		$100.70
	Invoice	Date	Description	Amount	
	180062165314	08/21/2025	7/24-8/21/25 SVC-205 HUDSON	$100.70	
85814	09/03/2025		**AIRESPRING INC**		$1,361.33
	Invoice	Date	Description	Amount	
	200009127	08/16/2025	INTERNET SVC-HOMESTEAD	$1,361.33	
85815	09/03/2025		**FIDELITY SECURITY LIFE INSURANCE**		$1,217.53
	Invoice	Date	Description	Amount	
	166977967	09/01/2025	VISION PREMIUM FOR SEPTEMBER 2025	$1,217.53	
85816	09/11/2025		**ABA ETHOS, LLC**		$9,000.00
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
September 11, 2025

Check	Date			Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

	4123009-02	08/26/2025	CONSULTANT SVC-IH MOUNTAIN BIKING TRAIL	$9,000.00	
85817	09/11/2025		**ACORN TECHNOLOGY SERVICES**		$22,840.00
	Invoice	Date	Description	Amount	
	12737	09/01/2025	NETWORK MAINT	$22,840.00	
85818	09/11/2025		**ACTUM-E, LLC**		$22,000.00
	Invoice	Date	Description	Amount	
	202507-0267	08/01/2025	MEDIA/SPECIAL EVENTS CONSULTING-JUL 2025	$22,000.00	
85819	09/11/2025		**AMAZON WEB SERVICES, INC**		$5,532.16
	Invoice	Date	Description	Amount	
	2289896449	09/01/2025	AWS SVC-AUG 2025	$5,532.16	
85820	09/11/2025		**ARAMARK REFRESHMENT SERVICES**		$92.16
	Invoice	Date	Description	Amount	
	1048859127	08/27/2025	COFFEE SVC & SUPPLIES	$92.16	
85821	09/11/2025		**BUSINESS LIFE MAGAZINE**		$2,250.00
	Invoice	Date	Description	Amount	
	83388	08/20/2025	AD FOR REGIONAL LEADERSHIP 2025	$2,250.00	
85822	09/11/2025		**CAL-PERS**		$22,425.50
	Invoice	Date	Description	Amount	
	100000018033623	08/25/2025	FEES FOR GASB-68 REPORTS	$350.00	
	100000018041028	09/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 15030	$1,022.92	
	100000018041019	09/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 26791	$1,134.83	

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	100000018041006	09/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 1226	$19,917.75	
85823	09/11/2025		**CASC ENGINEERING AND CONSULTIN**		$1,127.50
	Invoice	Date	Description	Amount	
	0053848	07/31/2025	IS/MND FOR 184 S 6TH ST	$1,127.50	
85824	09/11/2025		**CINTAS CORPORATION LOC 693**		$1,037.94
	Invoice	Date	Description	Amount	
	4241212006	08/25/2025	DOOR MATS	$81.37	
	9335946430	08/31/2025	WATER COOLER-TREASURY	$56.30	
	9335946434	08/31/2025	WATER COOLERS-CITY HALL	$246.94	
	9335946426	08/31/2025	LEASE FOR AED MACHINE-CITY HALL	$118.53	
	9336015855	08/31/2025	LEASE FOR AED MACHINE-HOMESTEAD	$123.47	
	5289788805	09/02/2025	FIRST AID SUPPLIES	$329.96	
	4242003921	09/02/2025	DOOR MATS	$81.37	
85825	09/11/2025		**CITY OF INDUSTRY-PAYROLL ACCT**		$180,000.00
	Invoice	Date	Description	Amount	
	PR P/E 8/29/25	09/03/2025	REPLENISH PAYROLL P/E 8/29/25	$180,000.00	
85826	09/11/2025		**CNC ENGINEERING**		$194,951.25
	Invoice	Date	Description	Amount	
	513174	08/28/2025	SOLAR INSTALLATION AT CITY HALL	$6,870.00	
	513175	08/28/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	$840.00	
	513176	08/28/2025	KELLA AVE STORM DRAIN	$6,400.00	
	513177	08/28/2025	GALE AVE REALIGNMENT	$1,550.00	
	513178	08/28/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$1,912.50	

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513179	08/28/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$19,688.75
513180	08/28/2025	CITYWIDE SIGNANGE UPDATE	$142.50
513181	08/28/2025	GENERAL ENG SVC-STREET LIGHTS	$4,022.50
513182	08/28/2025	GENERAL ENG SVC 8/11-8/24/25	$43,675.00
513183	08/28/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$1,200.00
513184	08/28/2025	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	$945.00
513185	08/28/2025	GENERAL ENG SVC-STREET INSPECTIONS	$15,756.25
513186	08/28/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	$2,198.75
513187	08/28/2025	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	$1,397.50
513188	08/28/2025	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	$16,628.75
513189	08/28/2025	GENERAL ENG SVC-450 CAPITOL AVE	$645.00
513190	08/28/2025	GENERAL ENG SVC-1800 HATCHER AVE AND RAILRO/	$1,155.00
513191	08/28/2025	GENERAL ENG SVC-16605 E GALE AVE	$1,155.00
513192	08/28/2025	GENERAL ENG SVC-TRAFFIC	$5,390.00
513193	08/28/2025	GENERAL ENG SVC-COUNTER SERVICE	$310.00
513194	08/28/2025	GENERAL ENG SVC-PLAN APPROVAL	$19,313.75
513195	08/28/2025	GENERAL ENG SVC-PERMITS	$21,506.25
513196	08/28/2025	GENERAL ENG SVC 8/11-8/24/25	$2,655.00
513197	08/28/2025	NPDES STORM WATER	$2,175.00
513198	08/28/2025	TONNER CYN PROPERTY	$1,031.25
513199	08/28/2025	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	$885.00
513200	08/28/2025	PAVEMENT AT TONNER CYN	$165.00
513201	08/28/2025	SPORTS PARK IMPROVE AT TONNER CYN	$1,895.00
513202	08/28/2025	COLIMA RD WIDENING	$712.50
513203	08/28/2025	SALT LAKE IMPROVEMENTS	$690.00
513204	08/28/2025	NELSON AVE RESURFACING	$972.50
513205	08/28/2025	CIVIC CENTER PLANNING AND IMPROVEMENTS	$6,925.00

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	513206	08/28/2025	CITY ADMINSITRATIVE OFFICES	$2,447.50	
	513207	08/28/2025	INDUSTRY BUSINESS COUNCIL AND CITY COUNCIL CI	$587.50	
	513216	08/28/2025	EL ENCANTO IMPROVEMENTS AND MAINT	$537.50	
	513217	08/28/2025	EL ENCANTO BOILER REPLACEMENT	$570.00	
85827	09/11/2025		**CNC ENGINEERING**		$109,523.75
	Invoice	Date	Description	Amount	
	513208	08/28/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$1,555.00	
	513209	08/28/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$11,531.25	
	513210	08/28/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	$1,167.50	
	513211	08/28/2025	HOMESTEAD MUSEUM IMPROVEMENTS	$670.00	
	513212	08/28/2025	VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	$1,160.00	
	513213	08/28/2025	CALIFORNIA AVE CROSSING IMPROVEMENTS	$690.00	
	513214	08/28/2025	SIGNING & STRIPING IMPROVEMENTS	$920.00	
	513215	08/28/2025	METROLINK-MAINT OF PARKING LOT	$2,336.25	
	513218	08/28/2025	SAN JOSE AVE RECONSTRUCTION	$2,530.00	
	513219	08/28/2025	PAINT EVALUATION OF WROUGHT IRON FENCE	$2,275.00	
	513220	08/28/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	$145.00	
	513221	08/28/2025	605 FWY AND VALLEY BLVD INTERCHANGE	$1,793.75	
	513222	08/28/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	$2,501.25	
	513223	08/28/2025	FISCAL YEAR BUDGET	$3,876.25	
	513224	08/28/2025	PROPERTY AT 23400-23600, 23800 EAST FORK ROAD	$1,175.00	
	513225	08/28/2025	FOLLOW'S CAMP PROJECT	$147.50	
	513226	08/28/2025	CROSSROADS PKY NORTH & SOUTH IMPROVEMENTS	$1,850.00	
	513227	08/28/2025	NELSON AVE INTERSECTION	$3,557.50	
	513228	08/28/2025	MAINT OF 1123 HATCHER AVE	$556.25	
	513229	08/28/2025	15559-15650 RAUSCH RD (POST OFFICE)	$955.00	

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	513230	08/28/2025	CARTEGRAPH MGMT	$24,247.50	
	513231	08/28/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	$855.00	
	513232	08/28/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	$810.00	
	513233	08/28/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	$15,220.00	
	513234	08/28/2025	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	$147.50	
	513235	08/28/2025	DEL VALLE AND HILL STREET STORM DRAIN/STREET I	$590.00	
	513236	08/28/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	$140.00	
	513237	08/28/2025	DON JULIAN RD IMPROVEMENTS	$1,050.00	
	513238	08/28/2025	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	$5,025.00	
	513239	08/28/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	$13,745.00	
	513240	08/28/2025	2024-2025 ANNUAL SLURRY SEAL	$2,640.00	
	513241	08/28/2025	NINTH AVENUE SEWER LINE IMPROVEMENTS	$410.00	
	513242	08/28/2025	PAVEMENT MANGEMENT PLAN 2022	$2,676.25	
	513243	08/28/2025	SR57/60 CONFLUENCE IMPROVEMENT	$370.00	
	513244	08/28/2025	NOGALES GRADE SEPARATION	$205.00	
85828	09/11/2025		**CNC ENGINEERING**		$170.00
	Invoice	Date	Description	Amount	
	513144-A	08/14/2025	RAILROAD STREET PAVEMENT REHABILITATION	$170.00	
85829	09/11/2025		**CRIA-EQUESTRIAN CENTER**		$2,342.00
	Invoice	Date	Description	Amount	
	AR-081325	08/22/2025	LASD NANCY LEMUS EVENT RENTAL	$1,342.00	
	AR-082125	08/22/2025	LASD BANQUEST EVENT RENTAL	$1,000.00	
85830	09/11/2025		**DB SALES & SERVICE**		$1,807.50
	Invoice	Date	Description	Amount	

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Check	Date / Invoice	Date	Description	Payee Name / Amount	Check Amount
	25232	08/28/2025	REPAIR 2 BOILERS-EL ENCANTO	$1,807.50	
85831	09/11/2025			**DEPT OF ANIMAL CARE & CONTROL**	$7,872.83
	Invoice	Date	Description	Amount	
	8/25/2025	08/25/2025	SHELTER COST-JUL 2025	$7,872.83	
85832	09/11/2025			**EGOSCUE LAW GROUP, INC.**	$450.00
	Invoice	Date	Description	Amount	
	14957	09/02/2025	LEGAL SVC-FOLLOW'S CAMP	$450.00	
85833	09/11/2025			**ENTERPRISE MAPS LLC**	$14,259.50
	Invoice	Date	Description	Amount	
	331	08/17/2025	AMAZON WEB SERVICES	$7,118.50	
	332	08/26/2025	AMAZON WEB SERVICES	$7,141.00	
85834	09/11/2025			**FEDERAL EXPRESS CORP.**	$161.09
	Invoice	Date	Description	Amount	
	8-963-68335	08/22/2025	MESSENGER SVC	$161.09	
85835	09/11/2025			**FIRST AMERICAN DATA TREE, LLC**	$200.00
	Invoice	Date	Description	Amount	
	20088320825	08/31/2025	PROPERTY DATA-AUG 2025	$200.00	
85836	09/11/2025			**FOLEY & LARDNER LLP**	$46,346.00
	Invoice	Date	Description	Amount	
	51133515	08/29/2025	LEGAL SVC-JUL 2025	$46,346.00	

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85837	09/11/2025			**GARCIA'S FENCE CORP**	$11,172.00
	Invoice	Date	Description	Amount	
	082506	08/15/2025	IRON FENCE INSTALL-HATCHER	$11,172.00	
85838	09/11/2025			**GMS ELEVATOR SERVICES, INC**	$156.00
	Invoice	Date	Description	Amount	
	126191	08/01/2025	ELEVATOR MAINT-CITY HALL (AUG 2025)	$156.00	
85839	09/11/2025			**INDUSTRY BUSINESS COUNCIL**	$202,482.51
	Invoice	Date	Description	Amount	
	MAY 2025	08/18/2025	EXPENSE REIMBURSEMENT-MAY 2025	$202,482.51	
85840	09/11/2025			**INDUSTRY SECURITY SERVICES**	$80,119.91
	Invoice	Date	Description	Amount	
	SG-COI#1-2052	08/22/2025	SECURITY SVC 8/15-8/21/25	$11,098.32	
	SG-COI#2-2052	08/22/2025	SECURITY SVC-VARIOUS CITY SITES	$23,600.30	
	SG-COI#1-2038	05/16/2025	SECURITY SVC 5/9-5/15/25	$10,839.60	
	SG-COI#1-2053	08/29/2025	SECURITY SVC 8/22-8/28/25	$11,098.32	
	SG-COI#2-2053	08/29/2025	SECURITY SVC-VARIOUS CITY SITES	$23,483.37	
85841	09/11/2025			**JEFF PARRIOTT PHOTOGRAPHIC SER**	$3,238.50
	Invoice	Date	Description	Amount	
	COI0825	09/02/2025	PROF SVC-HOMESTEAD	$3,238.50	
85842	09/11/2025			**JOE A. GONSALVES & SON**	$11,000.00
	Invoice	Date	Description	Amount	
	162722	08/25/2025	LEGISLATIVE SVC-AUG 2025	$11,000.00	

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85843	09/11/2025	**KLINE'S PLUMBING, INC.**	$9,250.00

Invoice	Date	Description	Amount
14332	08/22/2025	RESTROOM REPAIR-YAL/POST OFFICE	$750.00
14333	08/26/2025	REMOVE & RE-ROUTE GAS LINE-CITY HALL	$8,500.00

Check	Date	Payee Name	Check Amount
85844	09/11/2025	**L A COUNTY FIRE DEPT.**	$4,130.00

Invoice	Date	Description	Amount
IN0476291	08/25/2025	HAZARDOUS MATERIAL-IND HILLS FUEL STN	$4,130.00

Check	Date	Payee Name	Check Amount
85845	09/11/2025	**LOS ANGELES COUNTY PUBLIC WORI**	$19,035.10

Invoice	Date	Description	Amount
PW-25081200694	08/12/2025	TRAFFIC SIGNAL MAINT	$1,761.64
PW-25081200436	08/12/2025	TRAFFIC SIGNAL INSPECT/TIMING SHEETS	$1,136.69
PW-25081200373	08/12/2025	PLAN CHECK FEE-NELSON & PUENTE INTERSECTION	$47.96
PW-25081200369	08/12/2025	REVIEW DESIGN PLANS-GRADE SEPARATION	$4,970.29
PW-25081200424	08/12/2025	KITS MONITORING OF TRAFFIC SIGNALS	$592.80
PW-25081200408	08/12/2025	INSPECTION OF SIDEWALK	$99.77
PW-25081200407	08/12/2025	STORM DRAIN MAINT	$6,231.27
PW-25081200411	08/12/2025	EMERGENCY ROAD CLOSURE	$191.37
PW-25081200412	08/12/2025	EMERGENCY ROAD SVC	$3,688.13
PW-25081200405	08/12/2025	LITTER/DEBRIS REMOVAL	$130.42
PW-25081200390	08/12/2025	TRAFFIC SIGNING REPAIRS	$184.76

Check	Date	Payee Name	Check Amount
85846	09/11/2025	**MARK THOMAS & COMPANY, INC.**	$330.00

Invoice	Date	Description	Amount
56744	08/27/2025	STRUCTURAL ENG DESIGN SVC-FOLLOW'S CAMP	$330.00

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Check	Date / Invoice	Date	Description	Payee Name / Amount	Check Amount
85847	09/11/2025			**MMASC**	$625.00
	Invoice	Date	Description	Amount	
	13602	08/13/2025	2025 ANNUAL CONFERENCE-YVETTE	$625.00	
85848	09/11/2025			**NEXTECH SYSTEMS, INC.**	$11,829.29
	Invoice	Date	Description	Amount	
	INV3561	08/29/2025	4 LED SIGNS-HANOVER RD & CASTLETON ST	$11,829.29	
85849	09/11/2025			**NEXTIVA, INC.**	$2,624.80
	Invoice	Date	Description	Amount	
	40005214884	08/24/2025	PHONE SVC FOR YAL	$303.71	
	400005218498	08/25/2025	CITY HALL PHONE SVC	$205.42	
	40005227714	08/27/2025	CITY HALL PHONE SVC	$2,115.67	
85850	09/11/2025			**OLMOS PROFESSIONAL SERVICES**	$8,782.00
	Invoice	Date	Description	Amount	
	545	08/28/2025	JANITORIAL SVC-YAL	$1,815.00	
	544	08/28/2025	JANITORIAL SVC-IBC	$1,467.00	
	543	08/28/2025	JANITORIAL SVC-CITY HALL	$5,500.00	
85851	09/11/2025			**PAYROLLORG**	$305.00
	Invoice	Date	Description	Amount	
	353680-25	08/27/2025	MEMBERSHIP-JULIE HARDT	$305.00	
85852	09/11/2025			**POST ALARM SYSTEMS**	$363.87
	Invoice	Date	Description	Amount	

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	1846000	09/02/2025	MONITORING SVC-HOMESTEAD	$363.87	
85853	09/11/2025			**PUBLIC AGENCY RISK MANAGEMENT**	$449.00
	Invoice	Date	Description	Amount	
	4800	08/13/2025	2026 ANNUAL CONFERENCE-YVETTE	$449.00	
85854	09/11/2025			**RICOH USA, INC.**	$3,881.11
	Invoice	Date	Description	Amount	
	591868795	08/31/2025	COPIER LEASE 9/15-10/14/25	$3,881.11	
85855	09/11/2025			**ROWLAND WATER DISTRICT**	$595.36
	Invoice	Date	Description	Amount	
	I-06302025-C	06/30/2025	NOGALES DEWATERING BOOSTER STN	$595.36	
85856	09/11/2025			**SAGE ENVIRONMENTAL GROUP**	$19,500.00
	Invoice	Date	Description	Amount	
	2549	08/26/2025	GRAZING SVC-TONNER CYN	$19,500.00	
85857	09/11/2025			**SAN GABRIEL VALLEY CITY MANAGEI**	$40.00
	Invoice	Date	Description	Amount	
	8/27/2025	08/27/2025	SGVCMA MEETING-JOSH	$40.00	
85858	09/11/2025			**SATSUMA LANDSCAPE & MAINT.**	$172,469.02
	Invoice	Date	Description	Amount	
	0825TA	08/27/2025	LANDSCAPE SVC-TEMPLE & AZUSA	$31,916.20	
	0825CH	08/27/2025	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$52,644.37	
	0825EC	08/27/2025	LANDSCAPE SVC-EXPO CENTER	$44,060.01	

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Check	Invoice	Date	Description	Amount	Check Amount
	0825XROADS	08/27/2025	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTI	$43,848.44	
85859	09/11/2025		**SO CAL INDUSTRIES**		$90.54
	Invoice	Date	Description	Amount	
	761673	08/29/2025	FENCE RENTAL-IND HILLS	$90.54	
85860	09/11/2025		**SOUTHERN CALIFORNIA EDISON**		$1,275.60
	Invoice	Date	Description	Amount	
	7590639883	08/20/2025	STREET LIGHT DESIGN FOR METER PEDESTALS-1521	$1,275.60	
85861	09/11/2025		**SQUARE ROOT GOLF & LANDSCAPE, I**		$281,452.83
	Invoice	Date	Description	Amount	
	1816H-3	07/31/2025	LANDSCAPE SVC-TONNER CYN	$36,662.34	
	0818ELHM	08/26/2025	LANDSCAPE SVC-HOMESTEAD	$20,967.36	
	0819ELHM	08/26/2025	LANDSCAPE SVC-DON JULIAN NORTH & SOUTH	$7,830.90	
	0820H-1	08/26/2025	GRAFFITI REMOVAL	$2,090.72	
	0817ELHM	08/26/2025	LANDSCAPE SVC-EL ENCANTO	$8,860.40	
	1820H	08/26/2025	LANDSCAPE SVC-VARIOUS CITY SITES	$163,966.15	
	0820H-2	08/26/2025	SIGN REPAIR & INSTALLATION	$3,934.22	
	0820H-4	08/26/2025	LANDSCAPE SVC-TONNER CYN	$36,875.96	
	0820H-3	08/26/2025	HAZARDOUS WASTE REMOVAL	$264.78	
85862	09/11/2025		**TBS CLEANING SERVICES**		$595.00
	Invoice	Date	Description	Amount	
	15670	08/05/2025	JANITORIAL SVC-HOMESTEAD	$595.00	
85863	09/11/2025		**THE TECHNOLOGY DEPOT**		$790.00

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Invoice	Date	Description	Amount
29204	09/01/2025	CLOUD CONNECT UNAAS-OCT 2025	$790.00

Check	Date	Payee Name	Check Amount
85864	09/11/2025	**TRANSPORTATION & ENERGY SOLUT**	$10,850.00

Invoice	Date	Description	Amount
COI-001-08-18-25	08/18/2025	ON-CALL TRAFFIC ENGINEERING SVC	$10,850.00

Check	Date	Payee Name	Check Amount
85865	09/11/2025	**VORTEX INDUSTRIES, INC.**	$2,494.81

Invoice	Date	Description	Amount
08-2069464	08/13/2025	REPAIR MAIN GATE-TONNER CYN	$2,494.81

Checks	Status	Count	Transaction Amount
	Total	**68**	**$1,626,380.04**

ITEM NO. 6.2

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager

DATE: September 11, 2025

SUBJECT: Consideration of a Memorandum of Understanding Between the Cities of Commerce, Industry, Irwindale, Santa Fe Springs, and Vernon

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Background:

The Cities of Commerce, Industry, Irwindale, Santa Fe Springs, and Vernon collectively represent a significant economic foundation and a critical source of jobs for Los Angeles County and the State of California. Together, these jurisdictions host approximately 500,000 employees working in industries such as manufacturing, wholesale and distribution, transportation and logistics, and e-commerce. These activities contribute substantially to both local and state tax revenues.

Recognizing the shared economic and policy challenges facing these industrial and commercial sectors, the Cities have agreed to collaborate through a Memorandum of Understanding ("MOU"). The MOU outlines the intent to jointly advocate for state and federal capital investment, infrastructure funding, and policies that support industrial and commercial activity.

Discussion:

The MOU establishes a framework for regional cooperation without creating a separate legal entity. Key provisions include:

- Development of a joint legislative agenda on an annual basis.
- Engagement with state and federal legislators and advocacy groups to promote unified priorities.
- Coordination in monitoring state and federal legislation and grants affecting industrial and commercial zones.
- Formation of a state and federal legislative affairs working group consisting of staff, consultants, and advocates.
- Joint efforts to prioritize infrastructure and capital projects for state and federal funding opportunities.

- Preparation of reports highlighting the economic impact and investment needs of the region.
- Alignment with regional partners such as SCAG, Los Angeles County Economic Development Corporation, and local Chambers of Commerce.
- Importantly, each City retains autonomy and fiscal control. The MOU specifies that participation does not create any binding financial obligations beyond each City's voluntary commitments.

This MOU represents a strategic opportunity for the Cities to strengthen their collective advocacy efforts in Sacramento and Washington, D.C. By presenting a unified voice, the Cities will be better positioned to secure funding for freight infrastructure modernization, workforce development facilities, and environmental mitigation projects within industrial zones.

The term of the MOU is five years, effective the date of its execution, through August 31, 2030, with the option for any City to withdraw upon 45 days' written notice. Approval of this MOU will formalize the City's participation in a collaborative effort to advocate for policies and funding opportunities that benefit industrial and commercial sectors critical to the regional and State economy. If approved, staff will:

1) Participate in the formation of the legislative affairs working group.

2) Contribute to the development of the joint legislative agenda by November 15 of each year.

3) Collaborate with partner cities on outreach, monitoring, and advocacy activities.

4) Provide periodic updates to City Council on coalition activities, legislative outcomes, and funding opportunities.

Fiscal Impact:

There is no direct fiscal impact associated with entering into this MOU. Each City is responsible for its own costs related to participation, including staff time, travel, and consultant support, if any. No dues or mandatory financial contributions are required under the MOU.

Recommendation:

Staff recommends that the City Council approve the MOU.

Exhibits:

1. Memorandum of Understanding Between the Cities of Commerce, Industry, Irwindale, Santa Fe Springs, and Vernon

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF COMMERCE, INDUSTRY, IRWINDALE, SANTA FE SPRINGS AND VERNON

This Memorandum of Understanding ("MOU") is dated as of ____________, 2025, ("Effective Date") and is entered into by and between the City of Commerce, a municipal corporation, ("Commerce"), City of Industry, a municipal corporation, ("Industry"), City of Irwindale, a municipal corporation, ("Irwindale"), City of Santa Fe Springs, a municipal corporation, ("Santa Fe Springs"), and City of Vernon, a municipal corporation, ("Vernon"). Commerce, Industry, Irwindale, Santa Fe Springs, and Vernon are hereinafter sometimes individually referred to as "City" and collectively referred to as "Cities."

RECITALS

WHEREAS, each of the Cities is located in Los Angeles County and each offers extensive industrial and commercial zones boasting countless businesses employing approximately 500,000 people, focused on manufacturing, wholesale and distribution, transportation and logistics, and e-commerce; and

WHEREAS, the working population of the Cities importantly contributes to the property and sales tax base of the Cities and the State of California; and

WHEREAS, the Cities, through this Memorandum of Understanding, desire to create a unified effort advocating, advancing, and planning their shared priorities seeking state and federal capital investment, as well as legislative and administrative policies to address the unique needs and benefits that their industrial and commercial activities offer Los Angeles County and the State of California.

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

1. ROLES AND RESPONSIBILTIES.

Under this MOU, the Cities agree to work together to:

A. On or before November 15 of each year, develop a joint legislative agenda for Sacramento and Washington, DC, that focuses on the preservation of industrial and commercial activities, infrastructure funding, regulatory reform and, importantly, local land use control;

B. Engage state and federal legislators as well as local and statewide advocacy organizations with a unified voice seeking support for this MOU's priorities;

C. Develop and distribute information about the Cities, including, but not limited to, advocating for state and federal capital investment dollars for freight infrastructure modernization, environmental mitigation for industrial zones, industrial space redevelopment, and workforce development facilities;

D. Monitor state and federal grants that may assist one or all of the Cities to promote the purpose of this MOU and the industrial, manufacturing, and commercial activities of each respective City;

E. Monitor state and federal legislation affecting industrial, manufacturing, and commercial zones, warehouse emission regulations, local tax authority and fiscal tools and labor and workforce mandates. Each of the Cities will coordinate these efforts with their respective state and federal legislative advocates at their own respective cost;

F. Create a state and federal legislative affairs working group made up with staff members, consultants, legislative advocates, contractors or agents of each of the Cities to track legislation, coordinate shared positions on legislation, and/or to visit either Sacramento or Washington, DC;

G. Draft, as necessary, a unified report highlighting the economic impact and investment needs for and contributions of each of the Cities;

H. The Cities agree that this MOU merely creates a multijurisdictional coalition that is not a separate legal entity and does not have the powers of a decision-making legislative body;

I. The Cities look forward to aligning with key organizations throughout the region, including, but not limited to, the Los Angeles County Economic Development Corporation, the Southern California Association of Governments, the California and local Chambers of Commerce, the California State Association of Counties and the Southern California Leadership Council;

J. The Cities will identify and prioritize shovel-ready capital projects for inclusion in state bond measures, California Climate Investment funding projects, and any federal, state or local economic development infrastructure funding measures;

K. The Cities, when appropriate, will support the preservation of local fiscal control efforts, protecting revenue generating tools such as utility user taxes, business license fees and local sales and use transaction taxes. In addition, when necessary, the Cities will oppose those state mandates that reduce city revenues without a corresponding funding increase elsewhere to assist local governments to avoid revenue decreases; and

L. The Cities will draft and issue a legislative impact report outlining federal or state investments secured for the region; legislative wins or losses; policy priorities, and the economic contributions of the Cities to California's GDP.

2. TERM & TERMINATION

This MOU is effective as of ___________________, and shall expire on August 31, 2030, unless the Cities agree otherwise. Any City may terminate its participation in this MOU upon 45-days written notice to the other Cities.

3. FINANCIAL RESPONSIBILITES

Each City shall be responsible for their own respective costs related to any and all activities that are a part of this MOU. There are no dues related to the Cities' participation in this MOU.

4. LIABILITY AND INDEMNIFICATION

Each City shall indemnify, protect, hold harmless and defend, with counsel selected by the affected City, the other Cities and any agency or instrumentality thereof, and/or any of its elected or appointed officials, officers, employees and agents from any and all claims, actions, or proceedings against the Cities, to attack, set aside, void, annul, seek monetary damages arising from this MOU. Any of the Cities shall promptly notify the other Cities of any claim, action, or proceeding to which this provision may be applicable and shall further cooperate fully in the defense of the action. Each City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.

5. MISCELLANEOUS PROVISIONS.

5.1 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 MOU.

5.2 The waiver by any of the Cities 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 MOU shall be deemed to have been waived by any of the Cities unless in writing.

5.3 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.

5.4 If any action at law or suit in equity is brought to enforce or interpret the provisions of this MOU, or arising out of or relating to this MOU, 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. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

5.5 If any term or provision of this MOU 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 MOU, 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 MOU shall be valid and be enforced to the fullest extent permitted by law.

5.6 This MOU shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

5.7 The Parties represent and warrant that they have had advice of counsel of their own choosing in the negotiations for and the preparation of this MOU, and that they have read this MOU, or had the same read to them by counsel, and that they have had this MOU fully explained to them by their counsel, and they are fully aware of the MOU's legal effect. This MOU is to be construed fairly and not in favor of or against any City, regardless of which City or Cities drafted or participated in the drafting of its terms.

5.8 This instrument contains the entire MOU between the Cities with respect to the purpose and function of the MOU. No other prior oral or written agreement(s) are binding upon the Cities. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by each City.

5.9 The terms of this MOU shall bind and inure to the benefit of each of the Cities, and each of their respective elected and appointed officials, officers, employees, and agents.

5.10 This MOU 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.

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

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

CITY OF COMMERCE

By:__________________________________
Ivan Altamirano, Mayor

Attest:

By:________________________________
Lena Shumway, City Clerk

Approved as to form:

By:____________________________________
Noel Tapia, City Attorney

CITY OF INDUSTRY

By:______________________________

Cory C. Moss, Mayor

Attest:

By:____________________________

Julie Gutierrez-Robles, City Clerk

Approved as to form:

By:________________________________

James M. Casso, City Attorney

CITY OF IRWINDALE

By:______________________________

Larry G. Burrola, Mayor

Attest:

By:____________________________

Laura Nieto, Chief Deputy Clerk

Approved as to form:

By:________________________________

Adrian Guerra, City Attorney

CITY OF SANTA FE SPRINGS

By:______________________________

William K. Rounds, Mayor

Attest:

By:______________________________
Fernando N. Munoz, City Clerk

Approved as to form:

By:__________________________________
Rick R. Olivarez, City Attorney

CITY OF VERNON

By:________________________________
Leticia Lopez, Mayor

Attest:

By:______________________________
Genoveva Rocha, City Clerk

Approved as to form:

By:__________________________________
Zaynah Moussa, City Attorney

ITEM NO. 6.3

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works
Upendra Joshi, Senior Project Manager

DATE: September 11, 2025

SUBJECT: Consideration of a Right-of-Way Agreement with Verizon Wireless to construct, install, and maintain facilities that occupy public rights-of-way within the territorial limits

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Background:

The City received an application for an encroachment permit from a telecommunication service provider, Verizon Wireless ("Verizon") to locate certain facilities within City right-of-ways. Verizon does not have, and is not required to have, a franchise agreement with the City, but is permitted under State law to use City right-of-way for its facilities, subject to such reasonable and uniformly applied time, place and manner regulations as may be imposed by the City. The application does not include the installation of any small cell sites.

Discussion:

As part of the encroachment permit process, the City is requiring Verizon to enter into a Right-of-Way Agreement ("Agreement") in order to establish clear terms and conditions by which such facilities may be placed in the City's right-of-way, including Verizon's obligation to remove and relocate their facilities under prescribed circumstances. Verizon has reviewed and agreed to the proposed Agreement. After City Council approval, any work proposed by Verizon within the City Right-of-Way, will be reviewed and approved by the City Engineer as part of the encroachment permit process.

Fiscal Impact:

There is no fiscal impact associated with this Agreement.

Recommendation:

Staff recommends that the City Council approve the Right-of-Way Agreement and authorize the Mayor and City Clerk to execute the same.

Exhibits:

1. Right-of-Way Agreement between the City of Industry and Verizon Wireless dated September 11, 2025

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement ("Agreement") is entered into as of September 11, 2025 (the "Effective Date"), between the City of Industry, California, a California a municipal corporation ("CITY"), and Los Angeles SMSA Limited Partnership, a California Limited Partnership, dba Verizon Wireless ("UTILITY"). CITY and UTILITY are individually referred to in this Agreement as a "Party", and collectively as the "Parties."

RECITALS

A. UTILITY is authorized to provide telecommunications services within the state of California ("State") pursuant to a Wireless ID Registration- issued by the Public Utilities Commission of the State of California (C-3003-C).

B. UTILITY has the requisite authority to construct, install, and maintain facilities that occupy public rights-of-way within the territorial limits of the CITY (the "Territory") and to otherwise provide telecommunications services, and desires to construct, install, and maintain such facilities.

C. The Parties desire to establish the terms and conditions on which UTILITY will access and occupy the CITY's public rights-of-way for purposes of constructing, installing, and maintaining facilities in the CITY's Territory in connection with its provision of telecommunications services.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, and covenants contained in this Agreement, the Parties agree as follows:

I. SCOPE OF RIGHTS AND OBLIGATIONS

A. <u>Installation and Operation of Facilities</u>. Subject to the terms of this Agreement, all applicable CITY laws, ordinances, codes, policies and administrative regulations, including, but not limited to, Chapter 12.08 of the Industry Municipal Code, as they may be amended (collectively "CITY laws"); and the issuance of any applicable permits required by the CITY laws or any other Federal or State laws (including any permits for the making of excavations, fills, or obstructions in any streets or highways in the Territory required by the CITY), UTILITY may, at UTILITY's expense and during the Term:

1. locate, lay, place, attach, install, control, construct, repair, and maintain wires, cables, pipes, and other equipment and services (the "Facilities") on, in, along, across, under, over, or through the streets, alleys, highways, bridges, or other dedicated public vehicular rights-of-way, in the Territory (i) owned or acquired by the CITY from and after the Effective Date, or (ii) over which the CITY has or acquires jurisdiction or control from and after the Effective Date (the "Rights-of-Way"); and

2. operate and use the Facilities to conduct its business in the Territory.

B. Permitted Uses. This Agreement does not convey any property interest to UTILITY, nor may UTILITY claim under this Agreement any property interest, in the Rights-of-Way. The rights granted to UTILITY and arising under this Agreement are subject and subordinate to the CITY's right to use the Rights-of-Way in the performance of its Public Duties. For purposes of this Agreement, "Public Duties" means the laying, installation, maintenance, protection, replacement, and removal of sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, together with any appurtenances thereof and the right of egress and ingress on, along, across, under, over, and through the Rights-of-Way, and any change of grade, alignment or width of the Rights-of-Way, the installation of curbs, gutters, or landscaping along the Rights-of-Way, and any maintenance, repair, or resurfacing of any Rights-of-Way.

C. No Interference. Except as authorized or permitted by applicable law, in the performance of and exercise of its rights under this Agreement, UTILITY may not materially interfere with the operation of any sanitary sewers, water mains, storm drains, gas mains, overhead and underground electric lines, telephone lines, cable television lines, or facilities relating thereto, located in the Territory and owned or controlled by the CITY or a third party. UTILITY shall not obstruct any public street or sidewalk without obtaining such encroachment permits or other approvals as may be required by CITY. UTILITY shall conduct construction, maintenance or repair work only during those hours set forth in the approved encroachment permit(s).

D. Maintenance. UTILITY agrees to maintain its Facilities in good condition at all times during the Term. In the event that any Facilities cause damage to the CITY's Rights-of-Way or interfere with the performance of any Public Duties or other uses of the Rights-of-Way as provided in Section 1.C above, UTILITY agrees, upon notice from the CITY, to promptly commence and complete all necessary repairs to cure any such damage caused by the Facilities, at its own cost and expense.

E. Removal and Relocation.

1. If UTILITY has attached or connected its Facilities to the facilities of other utilities or parties located in the Rights-of-Way such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, the UTILITY will be bound to relocate or remove its Facilities at the same time and in the same manner as such utilities or parties at UTILITY's sole cost and expense.

2. UTILITY shall complete the removal or relocation no later than 180 days after its receipt of a removal order pursuant to Section I.E.1 above, or such earlier or later date as agreed between the Parties.

3. In the event that UTILITY fails to remove and relocate the Facilities identified in the removal order within the applicable time period established under Section I.E.1 above, then such Facilities will automatically be deemed abandoned and may be removed or caused to be removed by the CITY or any third party without liability to UTILITY for any damages or costs of any kind.

F. Abandonment

1. Nothing in this Agreement may be construed as requiring UTILITY to exercise its rights hereunder. Accordingly, UTILITY may abandon any of its Facilities in its sole discretion at any time upon written notice to the CITY (an "Abandoned Facility"). In the event UTILITY abandons one or more Facilities, UTILITY will, at its sole expense, vacate and remove the Facilities within six (6) months of such abandonment. UTILITY's obligations arising under this Section 1.F are in addition to obligations imposed on UTILITY by applicable CITY laws or other laws relating to the refilling of excavations or removal of obstructions. Notwithstanding the foregoing, with the CITY's written consent, UTILITY will not be required to vacate or remove an Abandoned Facility, and such Abandoned Facility will convey to the CITY as part of such written agreement.

2. If UTILITY fails to vacate or remove an Abandoned Facility (or otherwise obtain consent from the CITY not to vacate or remove the Abandoned Facility) within six (6) months of its notice of abandonment, the CITY will deliver UTILITY written notice of such failure. UTILITY will have an additional three (3) months from and after the date it receives such notice from the CITY to remove the Abandoned Facility. If UTILITY fails to vacate or remove the Abandoned Facility after such three-month period, the CITY may either (i) remove the Abandoned Facility at UTILITY's expense, which expense UTILITY must remit to the CITY within sixty (60) days of receiving an invoice from the CITY setting forth the nature and scope of such expenses; or (ii) deem the Abandoned Facility to have been abandoned and conveyed to the CITY.

G. Non-Exclusivity. UTILITY acknowledges that the rights granted under this Agreement are not exclusive, and that CITY may grant the same or similar rights and privileges to other authorized persons or companies, provided that such grant of rights or privileges does not materially interfere with UTILITY's Facilities.

II. TERM

A. Term. The initial term of this Agreement is for 10 years from the Effective Date (the "Initial Term"), unless otherwise terminated as set forth herein.

B. Renewal. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms unless UTILITY notifies CITY of its intent not to renew the Agreement (any such period, the "Renewal Term," together with the Initial Term, the "Term"). Such notice must be made in writing no less than 30 days prior to the expiration of the Initial Term or the Renewal Term, as applicable.

C. Effect of Expiration. Upon the expiration of this Agreement, all rights and obligations between the Parties will cease except for UTILITY's removal obligations under Section 1.E and its indemnity obligations under Section IV.D, which will expressly survive the expiration of this Agreement. Notwithstanding the forgoing, the expiration of this Agreement, will not affect or diminish either Party's rights, claims, or remedies available in equity, at law or otherwise arising hereunder.

D. Termination. This Agreement may be terminated by the CITY upon 30 days' prior written notice to the UTILITY for breach of the Agreement. Upon receipt of the termination notice, UTILITY shall have 30 days to cure the breach, and provide evidence to the satisfaction of the CITY that the breach is cured, unless the cure cannot reasonably be completed within such time and UTILITY has begun diligently curing the default within such notice period and, thereafter, diligently prosecutes the cure to completion. In the event the breach remains uncured, the UTILITY has not commenced to cure within such 30-day period, and the CITY has not provided an extension to cure, the termination shall be effective.

III. COMPLIANCE WITH APPLICABLE LAW

UTILITY agrees to comply with all CITY laws; provided, however, that such laws are consistent with State and Federal laws, including those relating to UTILITY's right to construct, install, and maintain the Facilities and its right to provide intrastate and interstate telecommunications services. In the event of a conflict between such laws and this Agreement, the provisions of such laws will control.

IV. MISCELLANEOUS

A. Assignment and Transfer of Control; Binding Effect. UTILITY may assign or transfer its rights and obligations under this Agreement to any other party upon prior notice to and consent from CITY based upon reasonable evidence that such party is authorized to maintain and operate the Facilities. Notwithstanding the foregoing, this Agreement may be sold, assigned or transferred by UTILITY without any approval or consent of the CITY to UTILITY's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of UTILITY's assets in the market defined by the Federal Communications Commission in which the Territory is located by reason of a merger, acquisition or other business reorganization. Without limiting the generality of the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties and their successors.

B. Notice. Every notice or response to be served on the CITY or UTILITY must be in writing and will be deemed to have been duly given to the required party on the earlier of: (i) where there is personal delivery; the date of actual receipt; or (ii) three (3) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a post office or branch thereof regularly maintained by the U.S. Postal Service. Such notices or responses shall be addressed as follows:

If to the CITY:	City Manager City of Industry 15625 Mayor Dave Way City of Industry, CA 91744
With copies to:	CNC Engineering 255 N. Hacienda Blvd. City of Industry, CA 91744
	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
If to UTILITY:	Los Angeles SMSA Limited Partnership, dba Verizon Wireless 180 Washington Valley Road Bedminister, New Jersey 07921 Attn. Network Real Estate
With a copy to:	Verizon Wireless 15505 Sand Canyon Avenue Irvine, CA 92618 Attn. Michelle Brown/Jared Rodriguez

C. Governing Law; Venue. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereof. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the municipal, superior, or federal district court in Los Angeles County, California, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. 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 UTILITY's use and operation of Facilities on City Territory, pursuant to Section I.A of 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.

D. Indemnification. UTILITY agrees to indemnify and hold harmless CITY from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which the CITY may suffer or incur or to which the CITY may become subject by reason of or arising out of any negligent or willfully wrongful acts or omissions of UTILITY, or its officers, employees, contractors or agents committed with respect to or arising from the installation, operation or use of UTILITY's Facilities under this Agreement.

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

F. Approval for Use of Streetlights. Prior to commencement of the installation and operation of the Facilities, UTILITY shall obtain written approval from the owner of the streetlight to which the Facilities will be attached, and shall provide proof of such approval to the CITY. In the event the ownership of the streetlights is transferred during the Term of this Agreement, UTILITY shall provide the CITY with proof of written approval from any subsequent owner, provided UTILITY receives written notice of such transfer of ownership.

G. Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Party.

H. Expenses. Except as otherwise provided under the CITY laws, all costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such expenses.

I. Electricity. Licensee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Notwithstanding the foregoing, in the event that the ownership of the poles to which the Facilities are attached transfer in ownership to the CITY, or an entity of the CITY, UTILITY shall pay to the CITY the fee established by the CITY for the operation and maintenance of each pole.

J. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable, the Parties agree that such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effectuate the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

K. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior written and oral agreements and understandings between the Parties, with respect to the subject matter hereof.

L. Waiver. Unless agreed to in writing by the Parties, the waiver by a Party of any breach, violation, or default of a provision of this Agreement will not operate as a waiver of any subsequent breach, violation, or default of that or of any other provision of this Agreement. No extension of time for the performance of any obligation or act required by a Party hereunder will be deemed to be an extension of time for the performance of any other obligation or act.

M. Headings. Captions and section headings used in this Agreement are for convenience of the Parties only, are not a part of this Agreement, and will be given no substantive or interpretive effect whatsoever.

N. Amendment. This Agreement may only be amended by a written agreement signed by both Parties.

O. Authority. Each individual executing this Agreement on behalf of each respective Party acknowledges and warrants that: (i) it has full authority to execute this Agreement on behalf of such Party, (ii) this Agreement has been duly authorized and approved by such Party, and (iii) this Agreement constitutes a valid and binding obligation of such Party.

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

"CITY"	**"UTILITY"**
City of Industry	**Los Angeles SMSA Limited Partnership, dba Verizon Wireless**
By:______________________________ Joshua Nelson, City Manager	By: _________________________ Michelle Brown, Network RE Manager Date:

Attest:

By:______________________________
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By:______________________________
James M. Casso, City Attorney

Attachment: Exhibit A Insurance Requirements

EXHIBIT A
INSURANCE REQUIREMENTS

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

General liability insurance. UTILITY 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. UTILITY 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 UTILITY arising out of or in connection with the installation and operation of the Facilities 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.

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

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

Proof of insurance. UTILITY 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. UTILITY 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 installation and operation of the Facilities hereunder by UTILITY, its agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by UTILITY 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 UTILITY. 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 UTILITY or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. UTILITY 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). UTILITY acknowledges and agrees that any actual or alleged failure on the part of the City to inform UTILITY 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 UTILITY maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the UTILITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. UTILITY 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 UTILITY'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. UTILITY 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 UTILITY, provide the same minimum insurance coverage and endorsements required of UTILITY. UTILITY 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. UTILITY 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 UTILITY ninety (90) days advance written notice of such change.

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

Additional insurance. UTILITY 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.

ITEM NO. 6.4

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: September 11, 2025

SUBJECT: Consideration of Resolution No. CC 2025-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR ITS FALL FESTIVAL PROGRAM

Background:

The Industry Sheriff's Youth Athletic League ("YAL") has provided programs to at-risk youth in the surrounding communities since its founding. The YAL program serves over 2,500 local youth under the age of 18 through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program, and Camp C.O.U.R.AG.E., at no cost to participating youth or their families. Through these programs the youth receive mentoring and learn to make positive life decisions. The program recognizes the importance of early intervention and is a positive influence on thousands of children.

Discussion:

The YAL contacted the City for a donation to sponsor its Fall Festival program ("Festival"), which is an outdoor community outreach event on October 17 and 18, 2025. The donation of $30,000.00, along with other fundraising efforts, will assist the YAL in providing resources to the community. In addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Festival, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. City Staff is estimating that approximately 100 hours of support services will be donated.

This year, the City is also proposing to provide an in-kind donation of Special Assignment Officer ("SAO") overtime hours to provide public safety services for the Festival. The City is requesting an amount not to exceed $10,440 to the Los Angeles County Sheriff's Department to provide up to six SAO deputies for 8-hour shifts both days of the event, at a rate of $870 per 8-hour shift, per deputy.

Fiscal Impact:

In the Fiscal Year 2025/26 budget, $371,000.00 was approved for Donations. No appropriations are required at this time (Account No. 100-621-5602).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2025-37.

Exhibits:

1. Resolution No. CC 2025-37

RESOLUTION NO. CC 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS ($30,000.00), FOR ITS FALL FESTIVAL PROGRAM

RECITALS

WHEREAS, the Industry Sheriff's Youth Athletic League ("YAL") has provided programs to at-risk youth in the surrounding communities since its founding in 1991; and

WHEREAS, the YAL serves over 2,500 local youth under the age of 18 through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program and Camp C.O.U.R.AG.E., at no cost to participating youth or their families; and

WHEREAS, the YAL requested a donation from the City, in the amount of Thirty Thousand Dollars ($30,000.00), to sponsor its Fall Festival outdoor community outreach event ("Festival") on October 17 and 18, 2025, and the City desires to make the requested donation; and

WHEREAS, in addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the Festival, which is determined by City Staff's availability to assist with event planning, set up, supporting day-of activities, and event tear down. City Staff is estimating that approximately 100 hours of support services will be donated; and

WHEREAS, the City is also proposing to provide an in-kind donation of Special Assignment Officer ("SAO") overtime hours to provide public safety services for the Festival. The City is requesting an amount not to exceed $10,440.00 to the Los Angeles County Sheriff's Department to provide up to six SAO deputies for 8-hour shifts both days of the event, at a rate of $870 per 8-hour shift, per deputy; and

WHEREAS, the City's donation serves a public purpose by contributing to YAL, which supports youth in the community by providing programs that mentor youth and teach them to make positive life decisions. These programs recognize the importance of early intervention, and its positive influence on thousands of children; and

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

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

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

<u>SECTION 2:</u> The City's donation serves a public purpose in that the YAL supports the youth in the community by providing programs that mentor the youth and teach them to make positive life decisions. These programs recognize the importance of early intervention, and its positive influence on thousands of children.

<u>SECTION 3:</u> The City Council hereby approves the donation of Thirty Thousand Dollars ($30,000.00) to the Industry Sheriff's Youth Athletic League, as well as an in-kind donation of 100 staff hours and 100 hours of overtime for the SAO team for support services.

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

<u>SECTION 5:</u> 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.

<u>SECTION 6:</u> That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on September 11, 2025, 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

ITEM NO. 6.5

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: September 11, 2025

SUBJECT: Consideration of Resolution No. CC 2025-38 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE BECAUSE WE CARE PROGRAM

Background:

Delhaven Community Center ("Delhaven") is a locally based non-profit organization that works with our community's special needs population, at-risk children, as well as young adults and their families. The organization has been in the community since 1972 and has helped thousands of families with the support services that it offers, including after-school day care, summer camps, free food services, and care for those with special needs.

In 2022, Delhaven expanded its social services efforts by creating the Because We Care program ("Program"). This Program created a support system for families in the community through social support, facilitation of professional services, financial support, and moral support for those that suffer with mental illnesses, learning disabilities, and those with special needs.

Discussion:

Delhaven submitted a request for a donation to continue supporting the Program, which will continue to provide a variety of mental health services, such as support groups, social programs and events, referrals to professionals, and financial assistance. The donation of $25,000.00, along with other fundraising efforts, will support the Program by providing resources for those in the community that require mental health services.

Fiscal Impact:

In the Fiscal Year 2025/26 budget, $371,000.00 was approved for Donations. No appropriations are required at this time (Account No. 100-621-5602).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2025-38.

Exhibits:

1. Resolution No. CC 2025-38

RESOLUTION NO. CC 2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO DELHAVEN COMMUNITY CENTER, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE BECAUSE WE CARE PROGRAM

RECITALS

WHEREAS, Delhaven Community Center ("Delhaven") is a locally based non-profit organization that works with our community's special needs population, at-risk children, as well as young adults and their families; and

WHEREAS, Delhaven expanded its social services efforts by creating the Because We Care program ("Program") to provide a support system for families in the community through social support, facilitation of professional services, financial support, and moral support for those that suffer with mental illnesses, learning disabilities, and those with special needs; and

WHEREAS, Delhaven requested a donation from the City to assist with the continued support of the Program, and the City desires to provide the assistance; and

WHEREAS, the donation of Twenty-Five Thousand ($25,000.00), along with other fundraising efforts, will support the Program in providing the necessary resources to help the community along with their families with mental health services; and

WHEREAS, the City's donation serves a public purpose in that Delhaven offers programs that assist the community by offering professional services, financial resources, and moral support; and

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

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

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

SECTION 2. The City's donation serves a public purpose in that Delhaven offers programs that assist the community by offering professional services, financial resources, and moral support.

SECTION 3. The City Council hereby approves the donation of Twenty-Five Thousand Dollars ($25,000.00) to Delhaven Community Center for the Program.

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

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on September 11, 2025, 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