CITY COUNCIL
REGULAR MEETING
AGENDA

DECEMBER 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
Meeting ID:283 105 552 033 71
Meeting Passcode: vD77k3cD

Or call in (audio only)
+1 657-204-3264,
Phone Conference ID: 977 151 329#

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 November 27, 2025

RECOMMENDED ACTION: Ratify the Register of Demands for November 27, 2025.

6.2. Consideration of the Register of Demands for December 11, 2025

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

6.3. Consideration of the minutes of the December 12, 2024 regular meeting, February 13, 2025 regular meeting, March 19, 2025 special meeting, April 24, 2025 regular meeting, May 22, 2025 regular meeting, June 10, 2025 special meeting, June 26, 2025 regular meeting, July 10, 2025 regular meeting, July 24, 2025 regular meeting, July 24, 2025 special meeting, August 28, 2025 regular meeting, September 11, 2025 regular meeting, September 25, 2025 regular meeting, and the October 22, 2025 special meeting

RECOMMENDED ACTION: Approve as submitted.

6.4. Consideration of Amendment No.4 to the Employment Agreement with Joshua Nelson for City Manager services

RECOMMENDED ACTION: Approve the Amendment.

6.5. Consideration of an Extension to Agreement with County Sanitation District No. 2 of Los Angeles County for the purchase of Reclaimed Water

RECOMMENDED ACTION: Approve the Agreement.

6.6. Consideration of Amendment No. 2 to the Professional Services Agreement with ADVANTEC Consulting Engineers, Inc., to provide an Intelligent Transportation Systems Master Plan, extending the term through December 31, 2028, revising the scope of services, revising the rate schedule, and increasing compensation by $19,630

RECOMMENDED ACTION: Approve the Amendment

6.7. Consideration of Amendment No. 2 to the Measure M Funding Agreement with the Los Angeles County Metropolitan Transportation Authority for the East-West Bikeway Project

RECOMMENDED ACTION: *Approve the Amendment*

6.8. Consideration of a Cooperative Agreement with the County of Los Angeles for the Valley Boulevard Rehabilitation from Temple Avenue to west of Nogales Street.

RECOMMENDED ACTION: *Approve the Agreement*

6.9. Consideration of an Cooperative Agreement with Foothill Transit for the Bus Stop Enhancement Program

RECOMMENDED ACTION: *Approve the Agreement*

6.10. Consideration of Amendment No. 5 to the Professional Services Agreement with Civiltec Engineering, Inc., increasing compensation by $25,325

RECOMMENDED ACTION: *Approve the Amendment*

6.11. Consideration of authorization to advertise for public bids for Contract No. CITY-1527, Temple Avenue Improvements, et al., for an estimated cost of $1,890,000.00

RECOMMENDED ACTION: *Approve the plans and specifications and authorize the solicitation of public bids*

6.12. Consideration of an Amendment to the Agreement with MidAmerica Administrative and Retirement Solutions Health Reimbursement Arrangement, to maintain $5,000 in the replenishment account for each eligible employee or retiree

RECOMMENDED ACTION: *Approve the amended MidAmerica agreement.*

6.13. Consideration of an Agreement with the County of Los Angeles Fire Department for the Tonner Canyon South Vegetation Management Program

RECOMMENDED ACTION: *Approve the Agreement.*

6.14. Consideration of a Maintenance Services Agreement for Citywide Tree Maintenance Services, with Great Scott Tree Service, Inc., in an amount not to exceed $2,000,000.00 through December 31, 2028

RECOMMENDED ACTION: *Approve the Agreement*

6.15. Consideration of a Maintenance Services Agreement for Citywide Tree Maintenance Services with West Coast Arborists, Inc., in an amount not to exceed $2,000,000.00 through December 31, 2028

RECOMMENDED ACTION: *Approve the Agreement*

6.16. Consideration of Resolution No.CC 2025-40, approving a purchase and sale agreement by and between the City of Industry, a municipal corporation and Moynier Golf Course Property, LLC, Bead Golf Course Properties, LLC, Larsen Family Trust, Edmund and Marguerite Airey Trust, Jean Baptiste Airey, Matthew Airey, and Regina Marie Airey Trust for the property at 19772 Business Parkway, Rowland Heights, CA (APN 8760-029-048) and adopting a notice of exemption regarding same.

RECOMMENDED ACTION: Adopt Resolution CC 2025-40

7. ACTION ITEMS

7.1. Introduction and Consideration of an Ordinance, Adopting by Reference the Los Angeles County Building Codes

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME; AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 839 and read by title only; and 2) Set the public hearing on Ordinance No. 839 for January 8, 2026.

8. PUBLIC HEARINGS

8.1. Consideration of an Urgency Ordinance, Adopting by Reference the Los Angeles County Building Codes

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE

28 OF THE LOS ANGELES COUNTY PLUMBING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF

RECOMMENDED ACTION: 1) Open the public hearing; 2) Take public testimony; 3) Close the public hearing; 4) Waive the reading and read Urgency Ordinance No. 840 U by title only; 5) Adopt Urgency Ordinance No. 840 U.

9. CLOSED SESSION

9.1. Conference with real property negotiators
Pursuant to Government Code Section 54956.8

Property: Assessor Parcel Numbers: 306-021-01, 306-021-02, 306-021-13, 306-021-16, 306-021-17, 306-021-18, 306-021-19, 308-031-18, 308-031-24, 308-031-32, 8714-026-270, 8714-026-271, 8714-026-272, 8714-026-273, 8714-026-274, 8714-026-275, 8714-027-270, 8714-027-272, 8714-028-270, 8714-028-271, 8714-029-270

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: RA. Apiaries
Under Negotiation: Price and terms of payment

9.2. 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

9.3. 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

9.4. 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

9.5. 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

9.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Legacy Point, LLC v. City of Industry, et al.
Los Angeles County Superior Court Case No. 24STCV20043

9.7. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation; Pursuant to Government Code Section 54956.9(d)(4): One potential case

9.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property: 1123-1135 Hatcher Ave, Industry CA Assessor Parcel Number 8264-004-908

City Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Puente Hills Ford LLC
Under Negotiation:	Price and terms of payment

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, December 11, 2025, at 9:00 AM.

ITEM NO. 6.1

CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF NOVEMBER 27, 2025

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	3,048,583.83
103	PROP A FUND	580.39
107	MEASURE W FUND	55,430.00
120	CAPITAL IMPROVEMENTS	961,898.71
440	INDUSTRY PUBLIC FACILITY AUTHORITY	1,500.00
TOTAL ALL FUNDS		4,067,992.93

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	117,503.05
PROP/A	PROP A - CKING ACCOUNT	580.39
M/W	MEASURE W - CKING ACCOUNT	55,430.00
WFBK	WELLS FARGO - CKING ACCOUNT	3,894,479.49
TOTAL ALL BANKS		4,067,992.93

APPROVED PER CITY MANAGER

DATE 11/24/25

CITY OF INDUSTRY
BANK OF AMERICA
November 27, 2025

Check	Date	Payee Name	Check Amount
CITYGEN.CHK - City General			
WT1444	11/07/2025	**JOHN HANCOCK USA**	$7,014.32

Invoice	Date	Description	Amount
10/11-10/24/25	11/07/2025	PARS CONTRIBUTIUONS FOR 10/11/25-10/24/25	$7,014.32

Check	Date	Payee Name	Check Amount
WT1445	11/12/2025	**MIDAMERICA ADMINISTRATIVE & RET**	$110,488.73

Invoice	Date	Description	Amount
DEC2025/JAN2026	11/12/2025	RETIREE HEALTH PREMIUM REIMBURSEMENTS	$110,488.73

Checks	Status	Count	Transaction Amount
	Total	**2**	**$117,503.05**

CITY OF INDUSTRY
PROP A
November 27, 2025

Check	Date	Payee Name	Check Amount
PROPA.CHK - Prop A Checking			
90733	11/27/2025	VALLEY VISTA SERVICES, INC	$580.39

Invoice	Date	Description	Amount
3033256	11/01/2025	DISP SVC-METROLINK	$580.39

Checks	Status	Count	Transaction Amount
	Total	1	$580.39

CITY OF INDUSTRY
MEASURE W
November 27, 2025

Check	Date	Payee Name	Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking			
300182	11/27/2025	ANNEALTA GROUP	$55,430.00

Invoice	Date	Description	Amount
497-3692	11/14/2025	STORMWATER COMPLIANCE-OCT 2025	$55,430.00

Checks	Status	Count	Transaction Amount
	Total	1	$55,430.00

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
November 27, 2025

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
WT10087	10/28/2025	**WELLS FARGO**	$27,748.42

Invoice	Date	Description	Amount
9/3-10/3/25-J	10/28/2025	CREDIT CARD EXPENSE P/E 10/3/25-JOSH	$3,794.89
9/3-10/3/25-S	10/28/2025	CREDIT CARD EXPENSE P/E 10/3/25-SAM	$19,106.78
9/3-10/3/25-B	10/28/2025	CREDIT CARD EXPENSE P/E 10/3/25-BING	$242.87
9/3-10/3/25-V	10/28/2025	CREDIT CARD EXPENSE P/E 10/3/25-VERONICA	$4,603.88

Checks	Status	Count	Transaction Amount
	Total	**1**	**$27,748.42**

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

86220	11/12/2025		AT & T	$179.00
	Invoice	Date	Description	Amount
	3530438014	10/23/2025	9/19-10/18/25 SVC-600 S BREA CYN-METROLINK	$179.00

86221	11/12/2025		LA PUENTE VALLEY COUNTY WATER	$53,408.55
	Invoice	Date	Description	Amount
	2026-00000734	11/01/2025	8/18-10/16/25 SVC-15414 DON JULIAN RD (IRRI)	$1,641.27
	2026-00000735	11/01/2025	8/18-10/16/25 SVC-15414 DON JULIAN RD	$922.88
	2026-00000736	11/01/2025	8/18-10/16/25 SVC-15660 STAFFORD ST	$417.48
	2026-00000737	11/01/2025	8/18-10/16/25 SVC-1 AZUSA WAY (IRRI)	$1,227.21
	2026-00000738	11/01/2025	8/18-10/16/25 SVC-285 HACIENDA BLVD (IRRI)	$187.56
	2026-00000739	11/01/2025	8/18-10/16/25 SVC-HACIENDA & STAFFORD ST (I)	$951.76
	2026-00000740	11/01/2025	8/18-10/16/25 SVC-HACIENDA & STAFFORD ST (IRR)	$1,049.23
	2026-00000741	11/01/2025	8/18-10/16/25 SVC-211 HACIENDA BLVD (IRRI)	$310.30
	2026-00000742	11/01/2025	8/18-10/16/25 SVC-HUDSON AVE (IRRI)	$912.05
	2026-00000743	11/01/2025	8/18-10/16/25 SVC-STAFFORD ST (IRRI)	$2,060.03
	2026-00000744	11/01/2025	8/18-10/16/25 SVC-220 HACIENDA BLVD (IRRI)	$843.46
	2026-00000745	11/01/2025	8/18-10/16/25 SVC-NELSON AVE (IRRI)	$3,532.91
	2026-00000746	11/01/2025	8/18-10/16/25 SVC-SOTRO ST (IRRI)	$3,067.22
	2026-00000747	11/01/2025	8/18-10/16/25 SVC-15651 STAFFORD ST	$4,413.75
	2026-00000748	11/01/2025	8/18-10/16/25 SVC-RAUSCH RD (IRRI)	$721.84
	2026-00000749	11/01/2025	8/18-10/16/25 SVC-RAUSCH RD (IRRI)	$794.04
	2026-00000750	11/01/2025	8/18-10/16/25 SVC-STAFFORD & OLD VALLEY (I)	$1,745.96
	2026-00000751	11/01/2025	8/18-10/16/25 SVC-15716 RAUSCH RD	$328.35
	2026-00000752	11/01/2025	8/18-10/16/25 SVC-ALONG RAILROAD TRACK (I)	$1,464.38
	2026-00000753	11/01/2025	8/18-10/16/25 SVC-PROCTOR & EL ENCANTO (I)	$435.53
	2026-00000754	11/01/2025	8/18-10/16/25 SVC-HACIENDA BLVD (IRRI)	$97.31

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00000755	11/01/2025	8/18-10/16/25 SVC-15415 DON JULIAN RD (IRRI)	$8,458.10
	2026-00000756	11/01/2025	8/18-10/16/25 SVC-15414 DON JULIAN RD (IRRI)	$2,973.36
	2026-00000757	11/01/2025	8/18-10/16/25 SVC-15414 DON JULIAN RD	$280.30
	2026-00000758	11/01/2025	8/18-10/16/25 SVC-201 STAFFORD ST (IRRI)	$6,637.28
	2026-00000759	11/01/2025	8/18-10/16/25 SVC-VALLEY BLVD (IRRI)	$151.46
	2026-00000760	11/01/2025	8/18-10/16/25 SVC-15415 DON JULIAN RD (IRRI)	$3,465.47
	2026-00000761	11/01/2025	8/18-10/16/25 SVC-DON JULIAN RD	$3,435.21
	2026-00000762	11/01/2025	8/18-10/16/25 SVC-PARRIOTT & DON JULIAN RD (I)	$265.86
	2026-00000768	11/01/2025	8/18-10/16/25 SVC-15625 MAYOR DAVE WAY	$137.02
	2026-00000769	11/01/2025	8/18-10/16/25 SVC-15625 MAYOR DAVE WAY	$479.97
86222	11/12/2025		**SAN GABRIEL VALLEY WATER CO.**	$27,857.47
	Invoice	Date	Description	Amount
	2026-00000724	10/24/2025	9/25-10/23/25 SVC-CROSSROADS PKWY S	$3,216.93
	2026-00000725	10/24/2025	9/25-10/23/25 SVC-STA 103-80 CROSSROADS PKWY S	$599.44
	2026-00000726	10/24/2025	9/25-10/23/25 SVC-CROSSROADS PKWY S	$4,558.55
	2026-00000727	10/24/2025	9/25-10/23/25 SVC-CROSSROADS PKWY N	$5,576.60
	2026-00000728	10/24/2025	9/25-10/23/25 SVC-STA 129-00 CROSSROADS PKWY N	$3,782.82
	2026-00000729	10/24/2025	9/25-10/23/25 SVC-STA 111-50 CROSSROADS PKWY N	$876.00
	2026-00000730	10/24/2025	9/25-10/23/25 SVC-PELLISSIER	$1,734.11
	2026-00000731	10/24/2025	9/25-10/23/25 SVC-PELLISSIER	$905.44
	2026-00000732	10/24/2025	9/25-10/23/25 SVC-S/E COR OF PELLISSIER	$4,870.41
	2026-00000733	10/24/2025	9/25-10/23/25 SVC-PELLISSIER	$1,482.08
	2026-00000767	10/24/2025	9/25-10/23/25 SVC-IRRIG SALT LAKE/SEVENTH	$255.09
86223	11/12/2025		**SOCALGAS**	$41.10
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2026-00000770	10/31/2025	9/29-10/29/25 SVC-710 NOGALES ST	$23.40	
	2026-00000771	10/31/2025	9/29-10/29/25 SVC-1015 NOGALES ST	$17.70	
86224	11/12/2025			**SOUTHERN CALIFORNIA EDISON**	$3,784.29
	Invoice	Date	Description	Amount	
	2026-00000763	10/27/2025	9/26-10/26/25 SVC-15660 STAFFORD ST	$3,038.60	
	2026-00000764	10/27/2025	9/26-10/26/25 SVC-205 N HUDSON AVE	$362.57	
	2026-00000766	10/29/2025	9/16-10/14/25 SVC-VARIOUS SITES	$383.12	
86225	11/12/2025			**SOUTHERN CALIFORNIA EDISON**	$1,557.89
	Invoice	Date	Description	Amount	
	2026-00000765	10/27/2025	9/26-10/26/25 SVC-15530 STAFFORD ST	$1,557.89	
86226	11/12/2025			**VERIZON WIRELESS - LA**	$680.96
	Invoice	Date	Description	Amount	
	6127003112	10/26/2025	9/27-10/26/25 SVC-VARIOUS WIRELESS SVC	$680.96	
86227	11/17/2025			**DIRECTV - FOR BUSINESS**	$107.00
	Invoice	Date	Description	Amount	
	034740128X251031	10/31/2025	RSN/TV ACCESS FEES	$107.00	
86228	11/17/2025			**FIDELITY SECURITY LIFE INSURANCE**	$1,217.53
	Invoice	Date	Description	Amount	
	167065356	11/01/2025	VISION PREMIUM FOR NOVEMBER 2025	$1,217.53	
86229	11/17/2025			**L A COUNTY TAX COLLECTOR**	$23,090.66
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8110 001 273 25	10/01/2025	PROP TAX FY 25/26-SAN FIDEL	$1,046.18
	8124 012 273 25	10/01/2025	PROP TAX FY 25/26-NORTH OF CAPITAL	$3,641.83
	8206 003 270 25	10/01/2025	PROP TAX FY 25/26-19900 LOMITAS	$927.61
	8206 003 271 25	10/01/2025	PROP TAX FY 25/26-13910 LOMITAS	$763.51
	8247 013 270 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$53.66
	8262 012 270 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$375.53
	8262 012 271 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$142.97
	8262 012 272 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$136.60
	8262 012 273 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$3,366.88
	8262 012 274 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$3,057.37
	8262 012 275 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$1,315.89
	8262 012 276 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$761.52
	8263 008 270 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$47.14
	8263 008 271 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$110.02
	8263 027 270 25	10/01/2025	PROP TAX FY 25/26-PART OF IND HILLS	$224.26
	8709 027 271 25	10/01/2025	PROP TAX FY 25/26-EAST SIDE	$243.46
	8269 008 270 25	10/01/2025	PROP TAX FY 25/26-WEST OF 57 FWY	$6,758.71
	8760 028 270 25	10/01/2025	PROP TAX FY 25/26-FAIRWAY DR/SAN JOSE	$117.52
86230	11/17/2025		**SOUTHERN CALIFORNIA EDISON**	$71,461.53
	Invoice	Date	Description	Amount
	7590656992	10/22/2025	INSTALL NEW TRANSFORMER FOR SOLAR PROJECT-(	$71,461.53
86231	11/17/2025		**TPX COMMUNICATIONS**	$4,598.22
	Invoice	Date	Description	Amount
	187858150-0	10/31/2025	INTERNET SVC-CITY HALL/METRO SOLAR	$4,598.22

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86232	11/17/2025	TPX COMMUNICATIONS	$703.74

Invoice	Date	Description	Amount
187841281-0	10/31/2025	TEL/INTERNET-HOMESTEAD	$703.74

Check	Date	Payee Name	Check Amount
86233	11/19/2025	AT & T	$3,649.01

Invoice	Date	Description	Amount
6079857018	10/29/2025	10/29-11/28/25 SVC-METROLINK T1 CIRCUIT	$3,649.01

Check	Date	Payee Name	Check Amount
86234	11/19/2025	FRONTIER	$1,439.68

Invoice	Date	Description	Amount
2026-00000815	11/01/2025	11/1-11/30/25 SVC-VARIOUS SITES	$1,439.68

Check	Date	Payee Name	Check Amount
86235	11/19/2025	SOCALGAS	$600.49

Invoice	Date	Description	Amount
2026-00000811	11/06/2025	10/3-11/4/25 SVC-15633 RAUSCH	$306.78
2026-00000812	11/06/2025	10/3-11/4/25 SVC-15651 MAYOR DAVE WAY	$185.17
2026-00000813	11/06/2025	10/3-11/4/25 SVC-15625 MAYOR DAVE WAY APT B	$15.78
2026-00000814	11/06/2025	8/27-9/4/25 SVC-15625 MAYOR DAVE WAY APT A	$92.76

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86236	11/19/2025	SOUTHERN CALIFORNIA EDISON	$59,336.32

Invoice	Date	Description	Amount
2026-00000801	11/03/2025	10/1-10/31/25 SVC-VARIOUS SITES	$11,052.06
2026-00000802	11/03/2025	10/1-10/31/25 SVC-VARIOUS SITES	$10,033.80
2026-00000803	11/04/2025	10/6-11/3/25 SVC-1123 HATCHER AVE STE A	$871.97
2026-00000804	11/03/2025	10/1-10/31/25 SVC-NOGALES ST/SAN JOSE AVE	$204.23
2026-00000805	11/03/2025	10/1-10/31/25 SVC-VARIOUS SITES	$224.96
2026-00000806	11/03/2025	10/1-10/31/25 SVC-VARIOUS SITES	$28,674.58

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	2026-00000807	11/03/2025	10/1-10/31/25 SVC-1 VALLEY/ASUZA	$29.60
	2026-00000808	11/03/2025	10/1-10/31/25 SVC-133 N ASUZA	$126.98
	2026-00000809	10/31/2025	10/2-10/30/25 SVC-15625 MAYOR DAVE WAY	$7,755.04
	2026-00000810	11/03/2025	10/1-10/31/25 SVC-600 S BREA CYN	$363.10
86237	11/19/2025		**SUBURBAN WATER SYSTEMS**	$393.40
	Invoice	Date	Description	Amount
	180042634048	10/30/2025	10/1-10/29/25 SVC-NE CNR VALLEY/STIMS	$393.40
86238	11/19/2025		**T-MOBILE**	$117.00
	Invoice	Date	Description	Amount
	983372277	11/06/2025	10/1-10/31/25 SVC-YAL & TONNER CYN HOT SPOT	$117.00
86239	11/27/2025		**ACORN TECHNOLOGY SERVICES**	$985.78
	Invoice	Date	Description	Amount
	12947	11/05/2025	MONITORING SVC & DEVICES-METROLINK	$985.78
86240	11/27/2025		**ACTUM-E, LLC**	$34,750.62
	Invoice	Date	Description	Amount
	202510-0256	10/31/2025	MEDIA/SPECIAL EVENTS CONSULTING/REIMBURSABL	$34,750.62
86241	11/27/2025		**AMAZON WEB SERVICES, INC**	$5,193.01
	Invoice	Date	Description	Amount
	2365483249	11/01/2025	AWS SVC-OCT 2025	$5,193.01
86242	11/27/2025		**ANDRUES/PODBERESKY, APLC**	$2,536.00
	Invoice	Date	Description	Amount

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	03871	11/04/2025	LEGAL SVC-OCT 2025	$2,536.00
86243	11/27/2025		**ANNEALTA GROUP**	$108,080.00
	Invoice	Date	Description	Amount
	497-3693	11/14/2025	GENERAL DEV SVC-OCT 2025	$49,498.00
	497-3694	11/14/2025	GENERAL PLANNING SVC-OCT 2025	$47,976.00
	497-3695	11/14/2025	720 SEVENTH AVE	$172.00
	497-3696	11/14/2025	16207, 16233 & 16253 GALE AVE	$6,012.00
	497-3697	11/14/2025	16010 & 16020 PHOENIX	$2,832.00
	497-3698	11/14/2025	184 S 6TH ST	$1,590.00
86244	11/27/2025		**BLAKE AIR CONDITIONING COMPANY**	$2,890.92
	Invoice	Date	Description	Amount
	69284	11/07/2025	REPAIR COOLING TOPWERS-EL ENCANTO	$2,890.92
86245	11/27/2025		**BOWSER GEOSPATIAL, LLC**	$2,495.00
	Invoice	Date	Description	Amount
	1008	11/18/2025	MANAGE/MAINT OF CITY'S GIS DATABASE	$2,495.00
86246	11/27/2025		**BUSINESS LIFE MAGAZINE**	$4,200.00
	Invoice	Date	Description	Amount
	101738	10/17/2025	AD FOR WOMEN ACHIEVERS 2025/TABLE SPONSOR	$4,200.00
86247	11/27/2025		**CALIFORNIA CONSULTING, INC.**	$4,750.00
	Invoice	Date	Description	Amount
	7490	11/01/2025	GRANT WRITING AND MGMT SVC	$4,750.00

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86248	11/27/2025			**CASSO & SPARKS, LLP**	$190,109.04
	Invoice	Date	Description	Amount	
	21161	11/18/2025	COI-LEGAL FEES FOR OCT 2025	$190,109.04	
86249	11/27/2025			**CINTAS CORPORATION LOC 693**	$478.65
	Invoice	Date	Description	Amount	
	5299522105	10/27/2025	FIRST AID SUPPLIES	$313.41	
	4249272681	11/10/2025	DOOR MATS	$82.62	
	4249952924	11/14/2025	DOOR MATS	$82.62	
86250	11/27/2025			**CITY OF INDUSTRY**	$102.84
	Invoice	Date	Description	Amount	
	2026-00000021	10/31/2025	IH FUELS PUMP-CITY HALL VEHICLES	$102.84	
86251	11/27/2025			**CITY OF INDUSTRY-PAYROLL ACCT**	$180,000.00
	Invoice	Date	Description	Amount	
	PR P/E 11/7/25	11/17/2025	REPLENISH PAYROLL P/E 11/7/25	$180,000.00	
86252	11/27/2025			**CNC ENGINEERING**	$168,847.50
	Invoice	Date	Description	Amount	
	513737	11/13/2025	SOLAR INSTALLATION AT CITY HALL	$1,640.00	
	513738	11/13/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	$3,900.00	
	513739	11/13/2025	KELLA AVE STORM DRAIN	$1,380.00	
	513740	11/13/2025	GALE AVE REALIGNMENT	$5,925.00	
	513741	11/13/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$1,365.00	
	513742	11/13/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$3,168.75	
	513743	11/13/2025	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	$300.00	

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513744	11/13/2025	GENERAL ENG SVC 10/27-11/9/25	$40,806.25
513745	11/13/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$10,193.75
513746	11/13/2025	GENERAL ENG SVC-STREET INSPECTIONS	$11,742.50
513747	11/13/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	$1,420.00
513748	11/13/2025	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	$21,632.50
513749	11/13/2025	GENERAL ENG SVC-STREET LIGHTS	$940.00
513750	11/13/2025	GENERAL ENG SVC-DEVELOPMENT OF 530 N BALDWI	$175.00
513751	11/13/2025	GENERAL ENG SVC-DEV PLANS AT 14940 PROCTOR A	$515.00
513752	11/13/2025	GENERAL ENG SVC-TRAFFIC	$7,920.00
513753	11/13/2025	GENERAL ENG SVC-COUNTER SERVICE	$4,920.00
513754	11/13/2025	GENERAL ENG SVC-PERMITS	$22,398.75
513755	11/13/2025	GENERAL ENG SVC-PLAN APPROVAL	$5,142.50
513756	11/13/2025	GENERAL ENG SVC-DEV PLANS AT 15010 DON JULIAN	$995.00
513757	11/13/2025	GENERAL ENG SVC-DEV PLANS AT 13530 NELSON AVI	$922.50
513758	11/13/2025	GENERAL ENG SVC-16425 GALE AVE	$2,857.50
513759	11/13/2025	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	$410.00
513760	11/13/2025	GENERAL ENG SVC-999 HATCHER AVE EXPANSION	$215.00
513761	11/13/2025	GENERAL ENG SVC-DEV PLANS AT 710 EPPERSON DF	$8,067.50
513762	11/13/2025	GENERAL ENG SVC-DEV PLANS AT 15940-16016 AMAR	$1,075.00
513763	11/13/2025	NPDES STORM WATER	$1,770.00
513764	11/13/2025	SEWER MANAGEMENT SYSTEM	$1,327.50
513765	11/13/2025	TONNER CYN PROPERTY	$670.00
513766	11/13/2025	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	$1,320.00
513767	11/13/2025	COLIMA RD WIDENING	$1,187.50
513768	11/13/2025	NELSON AVE RESURFACING	$2,120.00
513779	11/13/2025	EL ENCANTO IMPROVEMENTS AND MAINT	$425.00

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86253	11/27/2025	CNC ENGINEERING	$155,516.25

Invoice	Date	Description	Amount
513769	11/13/2025	15660 MAYOR DAVE WAY (YAL BLDG)	$145.00
513770	11/13/2025	220 HACIENDA BLVD	$72.50
513771	11/13/2025	CITY ADMINSITRATIVE OFFICES	$807.50
513772	11/13/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	$605.00
513773	11/13/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$17,228.75
513774	11/13/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	$300.00
513775	11/13/2025	HOMESTEAD MUSEUM IMPROVEMENTS	$41.25
513776	11/13/2025	HOMESTEAD MUSEUM UPGRADES	$712.50
513777	11/13/2025	SIGNING & STRIPING IMPROVEMENTS	$1,205.00
513778	11/13/2025	METROLINK-MAINT OF PARKING LOT	$2,180.00
513780	11/13/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	$982.50
513781	11/13/2025	NELSON AVE OVER PUENTE CREEK	$840.00
513782	11/13/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	$20,205.00
513783	11/13/2025	FISCAL YEAR BUDGET	$3,475.00
513784	11/13/2025	BIXBY DR PCC PAVEMENT	$2,405.00
513785	11/13/2025	FOLLOW'S CAMP PROJECT	$442.50
513786	11/13/2025	NELSON AVE INTERSECTION	$1,025.00
513787	11/13/2025	MAINT OF 1123 HATCHER AVE	$200.00
513788	11/13/2025	15559-15650 RAUSCH RD (POST OFFICE)	$72.50
513789	11/13/2025	CARTEGRAPH MGMT	$21,395.00
513790	11/13/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	$15,140.00
513791	11/13/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	$1,735.00
513792	11/13/2025	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	$1,085.00
513793	11/13/2025	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	$1,302.50
513794	11/13/2025	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	$200.00

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513795	11/13/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	$34,720.00	
513796	11/13/2025	INTELLIGENT TRANSPORATION SYSTEM	$12,875.00	
513797	11/13/2025	RAILROAD STREET PAVEMENT REHABILITATION	$9,265.00	
513798	11/13/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	$740.00	
513799	11/13/2025	2024-2025 ANNUAL SLURRY SEAL	$825.00	
513800	11/13/2025	NINTH AVENUE SEWER LINE IMPROVEMENTS	$1,685.00	
513801	11/13/2025	SR57/60 CONFLUENCE IMPROVEMENT	$185.00	
513802	11/13/2025	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	$1,418.75	
86254	11/27/2025		**CORELOGIC INFORMATION SOLUTION**	$212.18
Invoice	Date	Description	Amount	
30814302	10/31/2025	PROPERTY DATA-OCT 2025	$212.18	
86255	11/27/2025		**COUNTY OF LA - DEPT OF AGRICULTU**	$21,959.40
Invoice	Date	Description	Amount	
260340	10/20/2025	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	$257.28	
260339	10/20/2025	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	$865.08	
260341	10/20/2025	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	$20,837.04	
86256	11/27/2025		**COUNTY OF LA - DEPT OF AGRICULTU**	$12,055.62
Invoice	Date	Description	Amount	
260342	10/20/2025	WEEDS/PEST CONTROL-TRES HERMANOS	$12,055.62	
86257	11/27/2025		**D.S. EWING ARCHITECTS, INC.**	$57,202.50
Invoice	Date	Description	Amount	
25-11792	10/27/2025	IBC CHAMBER & BLDG IMPROVEMENT PROJ	$57,202.50	

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86258	11/27/2025		**DAPEER, ROSENBLIT, AND LITVAK, LL**		$643.50
	Invoice	Date	Description	Amount	
	25146	10/31/2025	GENERAL CODE ENFORCEMENT-OCT 2025	$643.50	
86259	11/27/2025		**DEPT OF TRANSPORTATION**		$5,614.60
	Invoice	Date	Description	Amount	
	SL260182	10/20/2025	MAINT OF SIGNALS AND LIGHTS (JUL-SEP 2025)	$5,614.60	
86260	11/27/2025		**ELECTRA-MEDIA, INC**		$1,975.00
	Invoice	Date	Description	Amount	
	18574	11/06/2025	MAINT OF PUENTE HILLS AUTO DISPLAY-DEC 2025	$1,500.00	
	18575	11/06/2025	PROGRAM PUENTE HILLS AUTO DISPLAY-DEC 2025	$475.00	
86261	11/27/2025		**ELECTRA-MEDIA, INC**		$561,206.00
	Invoice	Date	Description	Amount	
	18489	11/06/2025	PYLON SIGN #3-PUENTE HILLS	$277,638.00	
	18488	11/06/2025	PYLON SIGN #2-PUENTE HILLS	$283,568.00	
86262	11/27/2025		**ENTERPRISE MAPS LLC**		$11,907.50
	Invoice	Date	Description	Amount	
	347	11/09/2025	AMAZON WEB SERVICES	$11,907.50	
86263	11/27/2025		**FEDERAL EXPRESS CORP.**		$135.04
	Invoice	Date	Description	Amount	
	9-058-76518	11/07/2025	MESSENGER SVC	$52.09	
	9-066-94430	11/14/2025	MESSENGER SVC	$82.95	

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86264	11/27/2025			**FRAZER, LLP**	$18,518.00
	Invoice	Date	Description	Amount	
	196163	10/31/2025	COI-PROF SVC FOR OCT 2025	$18,518.00	
86265	11/27/2025			**GHD INC.**	$680.25
	Invoice	Date	Description	Amount	
	380-0080967	11/06/2025	FEASIBILITY STUDY-VARIOUS CITY SITES	$680.25	
86266	11/27/2025			**GRAND CENTRAL RECYCLING & TRAI**	$861.30
	Invoice	Date	Description	Amount	
	3056688	10/02/2025	SOLID WASTE-CITY HALL	$861.30	
86267	11/27/2025			**GROUP C MEDIA, INC.**	$5,750.00
	Invoice	Date	Description	Amount	
	38013	11/13/2025	AD IN BUSINESS FACILITIES PUBLICATION	$5,750.00	
86268	11/27/2025			**HISTORICAL RESOURCES, INC.**	$58,134.46
	Invoice	Date	Description	Amount	
	COI2026-04	11/11/2025	ADMIN & MGMT SVC-HOMESTEAD	$57,608.50	
	COI2026-4.3	11/10/2025	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	$525.96	
86269	11/27/2025			**INDUSTRY BUSINESS COUNCIL**	$104,349.16
	Invoice	Date	Description	Amount	
	AUGUST 2025	11/04/2025	EXPENSE REIMBURSEMENT-AUG 2025	$104,349.16	
86270	11/27/2025			**IRRI-CARE PLUMBING & BACKFLOW T**	$1,267.93
	Invoice	Date	Description	Amount	

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	18323	10/28/2025	BACKFLOW TESTS-EL ENCANTO	$325.00
	18332	11/03/2025	BACKFLOW TESTS-PACIFIC PALMS	$942.93
86271	11/27/2025		**JANUS PEST MANAGEMENT**	$12,826.00
	Invoice	Date	Description	Amount
	284595	06/11/2025	PEST SVC-TONNER CYN	$6,270.00
	285605	07/10/2025	PEST SVC-YAL/POST OFFICE	$95.00
	285221	07/10/2025	PEST SVC-TONNER CYN	$3,655.00
	285776	07/10/2025	MOSQUITO TRAP-EL ENCANTO	$965.00
	285656	07/10/2025	RODENT SVC-HELIPAD PARKIKNG LOT	$486.00
	285658	07/10/2025	RODENT SVC-HELIPAD	$300.00
	285604	07/10/2025	PEST SVC-IBC	$155.00
	285603	07/10/2025	PEST SVC-CITY HALL	$155.00
	285843	07/10/2025	PEST SVC-205 HUDSON AVE	$85.00
	286228	07/10/2025	PEST SVC-HOMESTEAD	$660.00
86272	11/27/2025		**KLINE'S PLUMBING, INC.**	$5,569.16
	Invoice	Date	Description	Amount
	14457	11/05/2025	INSTALL DRINKING FOUNTAIN-POST OFFICE	$5,569.16
86273	11/27/2025		**L A COUNTY DEPT OF PUBLIC WORKS**	$7,974.52
	Invoice	Date	Description	Amount
	IN260000244	10/28/2025	ACCIDENT-BIXBY DR @ GALE AVE	$4,921.79
	IN260000243	10/28/2025	ACCIDENT-NELSON AVE @ SUNSET AVE	$2,377.85
	IN260000245	10/28/2025	ACCIDENT-AZUSA AVE @ SALAIS ST	$376.30
	IN260000241	10/28/2025	ACCIDENT-GALE AVE @ POST OFFICE	$298.58

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86274	11/27/2025			**L A COUNTY DEPT OF PUBLIC WORKS**	$8,146.15
	Invoice	Date	Description	Amount	
	IN260000252	11/04/2025	ACCIDENT-GALE AVE @ STONER CREEK RD	$8,146.15	
86275	11/27/2025			**L A COUNTY SHERIFF'S DEPARTMENT**	$1,187,582.36
	Invoice	Date	Description	Amount	
	260934TZ	11/09/2025	SHERIFF CONTRACT-OCT 2025	$1,187,582.36	
86276	11/27/2025			**LOS ANGELES COUNTY PUBLIC WORI**	$152,253.92
	Invoice	Date	Description	Amount	
	PW-25081200410	08/12/2025	STREET MAINT/INSPECTION	$19,522.19	
	PW-25081200409	08/12/2025	PAVEMENT PATCHING	$82,326.33	
	PW-25081200406	08/12/2025	CONCRETE REPAIRS	$49,525.22	
	PW-25081200368	08/12/2025	FLOOD CONTROL PLAN REVIEW-NELSON/SUNSET	$880.18	
86277	11/27/2025			**MARISOL HERNANDEZ**	$219.65
	Invoice	Date	Description	Amount	
	11/6/25	11/06/2025	REIMBURSEMENT FOR COFFEE & PASTRIES TO VOLU	$219.65	
86278	11/27/2025			**MARK THOMAS & COMPANY, INC.**	$129.00
	Invoice	Date	Description	Amount	
	57662	11/12/2025	STRUCTURAL ENG DESIGN SVC-FOLLOW'S CAMP	$129.00	
86279	11/27/2025			**MERRITT'S ACE HARDWARE**	$181.79
	Invoice	Date	Description	Amount	
	149620	11/14/2025	PADLOCKS-CITY	$181.79	

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86280	11/27/2025	MORTISE & TENON BUILDING CORP	$1,058.25
	Invoice / Date / Description / Amount		
	424 / 10/31/2025 / MAINT SVC-BUS STOPS		$1,058.25
86281	11/27/2025	NINYO & MOORE GEOTECHNICAL COI	$17,617.00
	Invoice / Date / Description / Amount		
	310836 / 10/22/2025 / EAST WEST BIKE PATH MATERIAL TESTING		$8,500.00
	311019 / 10/23/2025 / MATERIAL TEST-SALT LAKE RECONSTRUCTION		$9,117.00
86282	11/27/2025	PACIFIC UTILITY INSTALLATION	$7,996.00
	Invoice / Date / Description / Amount		
	33769 / 10/31/2025 / CITY STREETLIGHT PROGRAM		$7,996.00
86283	11/27/2025	PARS	$833.78
	Invoice / Date / Description / Amount		
	59162 / 11/07/2025 / ARS FEES-SEP 2025		$326.25
	59284 / 11/11/2025 / REP FEES-SEP 2025		$507.53
86284	11/27/2025	PITNEY BOWES, INC.	$193.83
	Invoice / Date / Description / Amount		
	3107484799 / 11/10/2025 / POSTAGE METER-FIRST FLOOR (SEP-DEC 2025)		$193.83
86285	11/27/2025	PLANETBIDS, INC.	$36,630.80
	Invoice / Date / Description / Amount		
	1024118 / 07/30/2025 / BID/CONTRACT MGMT SYSTEM SOFTWARE 7/1/25-6/3(		$36,630.80
86286	11/27/2025	PRINCE GLOBAL SOLUTIONS, LLC	$6,255.00

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
80	11/11/2025	FEDERAL ADVOCACY-OCT 2025	$6,255.00

Check	Date	Payee Name	Check Amount
86287	11/27/2025	PROGRESSIVE TRAIL DESIGN, LLC	$75,000.00

Invoice	Date	Description	Amount
1649	10/08/2025	MOUNTAIN BIKE TRAIL DESIGN-PHASE I	$35,000.00
1632	08/29/2025	MOUNTAIN BIKE TRAIL DESIGN-PHASE I	$40,000.00

Check	Date	Payee Name	Check Amount
86288	11/27/2025	PUENTE BASIN WATER AGENCY	$1,205.33

Invoice	Date	Description	Amount
1925	09/30/2025	GROUNDWATER MGMT PLAN PHASE 2 (SEP 2025)	$1,205.33

Check	Date	Payee Name	Check Amount
86289	11/27/2025	REYNOLDS MOTOR CORP	$823.13

Invoice	Date	Description	Amount
64483	08/22/2025	REPAIR 2015 ISUZU-HATCHER YD	$823.13

Check	Date	Payee Name	Check Amount
86290	11/27/2025	RICOH USA, INC.	$320.68

Invoice	Date	Description	Amount
592967607	11/06/2025	COPIER LEASE-HOMESTEAD	$320.68

Check	Date	Payee Name	Check Amount
86291	11/27/2025	ROBINSON'S FLOWERS	$253.56

Invoice	Date	Description	Amount
3890	11/01/2025	FLOWERS AND DELIVERY	$253.56

Check	Date	Payee Name	Check Amount
86292	11/27/2025	ROGERS, ANDERSON, MALODY & SC(	$20,000.00

Invoice	Date	Description	Amount
79129	10/31/2025	SA-AUDIT SERVICES FY 24/25	$3,000.00

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	79128	10/31/2025	COI-AUDIT SERVICES FY 24/25	$15,500.00	
	79131	10/31/2025	PFA-AUDIT SERVICES FY 24/25	$1,500.00	
86293	11/27/2025			**SAGE ENVIRONMENTAL GROUP**	$39,000.00
	Invoice	Date	Description	Amount	
	2588	10/22/2025	GOAT FUEL REDUCTION-CITY	$19,500.00	
	2584	10/22/2025	GRAZING SVC-TONNER CYN	$19,500.00	
86294	11/27/2025			**SAN GABRIEL VALLEY CITY MANAGEI**	$80.00
	Invoice	Date	Description	Amount	
	11/11/2025	11/11/2025	SGVCMA MEETING-JOSH & SAM	$80.00	
86295	11/27/2025			**SHAMROCK SUPPLY COMPANY, INC.**	$1,359.75
	Invoice	Date	Description	Amount	
	2801434	08/12/2025	ID NUMBER TAGS-CITY TRAFFIC POLES	$64.75	
	2800441	07/30/2025	ID NUMBER TAGS-CITY TRAFFIC POLES	$1,295.00	
86296	11/27/2025			**SPECTRUM**	$938.99
	Invoice	Date	Description	Amount	
	188632001110725	11/07/2025	BUSINESS INTERNET-NOV 2025	$938.99	
86297	11/27/2025			**SQUARE ROOT GOLF & LANDSCAPE, I**	$460.00
	Invoice	Date	Description	Amount	
	1826H	09/29/2025	MEETING SET UP & TAKEDOWN-TRES HERMANOS	$460.00	
86298	11/27/2025			**ST. LOUIS OF FRANCE CHURCH**	$1,000.00
	Invoice	Date	Description	Amount	

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	11/17/2025	11/17/2025	SPONSORSHIP-CASINO NIGHT	$1,000.00
86299	11/27/2025		**STATE COMPENSATION INSURANCE F**	$4,338.49
	Invoice	Date	Description	Amount
	1003042394	11/01/2025	WORKERS COMP PREMIUM FOR NOVEMBER 2025	$4,338.49
86300	11/27/2025		**STATE OF CALIFORNIA DEPT OF JUST**	$49.00
	Invoice	Date	Description	Amount
	004603	11/04/2025	FINGERPRINT SVC	$49.00
86301	11/27/2025		**STATE WATER RESOURCES CONTRO**	$3,614.00
	Invoice	Date	Description	Amount
	SW-0322674	11/05/2025	ANNUAL PERMIT FEE-PHASE 1 MS4	$3,614.00
86302	11/27/2025		**SUPERIOR COURT OF CA-LA COUNTY**	$3,474.00
	Invoice	Date	Description	Amount
	OCTOBER 2025	11/17/2025	PARKING CITATIONS REPORT-OCT 2025	$3,474.00
86303	11/27/2025		**THE OLD TOWN LA PUENTE ASSOCIA**	$1,000.00
	Invoice	Date	Description	Amount
	11/6/2025	11/06/2025	SPONSORSHIP FOR 2025 ANNUAL LA PUENTE CHRIST	$1,000.00
86304	11/27/2025		**TURBO DATA SYSTEMS, INC**	$400.74
	Invoice	Date	Description	Amount
	47053	10/31/2025	CITATION PROCESSING SEP/OCT 2025	$400.74
86305	11/27/2025		**VALLEY VISTA SERVICES, INC**	$20,870.80

CITY OF INDUSTRY
WELLS FARGO BANK
November 27, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
3033491	11/01/2025	DISP SVC-CITY BUS STOPS	$4,796.49
2955651	10/31/2025	DISP SVC-TONNER CYN (MAINT YD)	$1,080.12
3034107	11/01/2025	DISP SVC-15660 MAYOR DAVE WAY (YAL)	$165.76
3033161	11/01/2025	DISP SVC-CITY RESIDENTS	$6,082.41
3033344	11/01/2025	DISP SVC-205 N HUDSON AVE	$275.79
3034106	11/01/2025	DISP SVC-1123 HATCHER AVE	$326.07
2955466	10/31/2025	DISP SVC-CITY HALL	$595.78
3051520	11/01/2025	DISP SVC-FOLLOW'S CAMP	$1,640.31
2955834	10/28/2025	ENCAMPMENT SVC-280 MACHLIN ST	$1,366.80
3034104	10/31/2025	DISP SVC-TONNER CYN (CAMP COURAGE)	$480.23
2955650	10/09/2025	DISP SVC-1123 HATCHER AVE	$4,061.04

86306	11/27/2025		**WEST COAST ARBORISTS, INC.**	$269,443.50

Invoice	Date	Description	Amount
229975	05/31/2025	TREE MAINT FY 24/25	$215,324.95
232507	06/30/2025	TREE MAINT FY 24/25	$54,118.55

Checks	Status	Count	Transaction Amount
	Total	**87**	**$3,866,731.07**

ITEM NO. 6.2

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

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
100	GENERAL FUND	2,351,226.90
103	PROP A FUND	35,171.95
107	MEASURE W FUND	9,036.22
120	CAPITAL IMPROVEMENTS	204,258.16
TOTAL ALL FUNDS		2,599,693.23

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUUNT	83,011.34
PROP/A	PROP A - CKING ACCOUNT	35,171.95
M/W	MEASURE W - CKING ACCOUNT	9,036.22
WFBK	GENERAL OVERRIDE BOND	376,343.45
WFBK	WELLS FARGO - CKING ACCOUNT	2,096,130.27
TOTAL ALL BANKS		2,599,693.23

APPROVED PER CITY MANAGER _____

DATE 12/4/25

CITY OF INDUSTRY
BANK OF AMERICA
December 11, 2025

Check	Date	Payee Name	Check Amount

CITYGEN.CHK - City General

WT1446	11/19/2025		**CAL-PERS**		$76,024.54
	Invoice	Date	Description	Amount	
	DEC-25	11/19/2025	CALPERS MEDICAL PREMIUM FOR DECEMBER 2025	$76,024.54	
WT1447	11/19/2025		**JOHN HANCOCK USA**		$6,986.80
	Invoice	Date	Description	Amount	
	10/25/25-11/7/25	11/19/2025	PARS CONTRIBUTIUONS FOR 10/25/25-11/7/25	$6,986.80	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$83,011.34**

CITY OF INDUSTRY
PROP A
December 11, 2025

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90734	11/25/2025		**WALNUT VALLEY WATER DISTRICT**	$431.42
	Invoice	Date	Description	Amount
	5487208	11/10/2025	10/1-10/31/25 SVC-IRR METROLINK STN-SPANISH LN	$394.27
	5488170	11/10/2025	10/1-10/31/25 SVC-PLATFORM METROLINK-BREA CYN F	$37.15
90735	12/03/2025		**SOUTHERN CALIFORNIA EDISON**	$266.75
	Invoice	Date	Description	Amount
	2026-00000869	11/20/2025	10/21-11/19/25 SVC-600S BREA CYN RD	$266.75
90736	12/11/2025		**CNC ENGINEERING**	$25,482.50
	Invoice	Date	Description	Amount
	513898	11/27/2025	ANNUAL BUS STOP ADA IMPROVEMENTS	$5,095.00
	513899	11/27/2025	METROLINK STATION COMMUTER RAIL STATION	$2,080.00
	513900	11/27/2025	FAIRWAY DR GRADE SEPARATION	$1,480.00
	513901	11/27/2025	TURNBULL CYN GRADE SEPARATION	$6,527.50
	513902	11/27/2025	FULLERTON RD GRADE SEPARATION	$10,300.00
90737	12/11/2025		**INDUSTRY SECURITY SERVICES**	$8,841.28
	Invoice	Date	Description	Amount
	SG-ML-2064	11/14/2025	SECURITY SVC-METROLINK	$3,137.28
	SG-ML-2063	11/07/2025	SECURITY SVC-METROLINK	$2,852.00
	SG-ML-2062	10/31/2025	SECURITY SVC-METROLINK	$2,852.00
90738	12/11/2025		**JANUS PEST MANAGEMENT**	$150.00
	Invoice	Date	Description	Amount
	286685	07/10/2025	PEST SVC-METROLINK	$75.00
	288766	09/11/2025	PEST SVC-METROLINK	$75.00

CITY OF INDUSTRY
PROP A
December 11, 2025

Check	Date	Payee Name	Check Amount

PROPA.CHK - Prop A Checking

Checks	Status	Count	Transaction Amount
	Total	5	$35,171.95

CITY OF INDUSTRY
MEASURE W
December 11, 2025

Check	Date	Payee Name	Check Amount

MEASUREW.WF.CHK - Measure W Wells Fargo Checking

300183	12/11/2025		**CNC ENGINEERING**	$7,005.00
	Invoice	Date	Description	Amount
	513896	11/27/2025	FOUR GRADE SEPARATION PUMP STATIONS	$3,880.00
	513897	11/27/2025	CATCH BASIN RETROFITS-PHASE 3	$3,125.00
300184	12/11/2025		**SOUTHERN CALIFORNIA EDISON**	$2,031.22
	Invoice	Date	Description	Amount
	7590619709-A	11/19/2025	DESIGN OF LINE EXTENSION FOR NEW METER-1092 L	$2,031.22

Checks	Status	Count	Transaction Amount
	Total	**2**	**$9,036.22**

CITY OF INDUSTRY
WELLS FARGO GENERAL OVERRIDE BOND
December 11, 2025

Check	Date	Payee Name	Check Amount
CITY.WF.GOB - City GOB Override Wells Fargo			
700002	12/11/2025	**SEQUEL CONTRACTORS, INC**	$376,343.45

Invoice	Date	Description	Amount
#1CITY-1528R	12/01/2025	ANNUAL PAVEMENT REHABILITATION FY 23	$396,151.00

Checks	Status	Count	Transaction Amount
	Total	**1**	**$376,343.45**

CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
December 11, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
WT10088	11/28/2025			**CIVIC RECREATIONAL INDUSTRIAL AU**	$198,000.00
	Invoice	Date	Description	Amount	
	11/28/2025	11/28/2025	TRANSFER FUNDS-CRIA REG 11/12/25	$198,000.00	
WT10089	11/28/2025			**INDUSTRY PROPERTY & HOUSING AU**	$95,000.00
	Invoice	Date	Description	Amount	
	11/28/2025	11/28/2025	TRANSFER FUNDS-IPHMA REG 11/12/25	$95,000.00	

Checks	Status	Count	Transaction Amount
	Total	**2**	**$293,000.00**

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
December 11, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
85517	07/16/2025		12/03/2025	**SOCALGAS**	($446.47)
	Invoice	Date	Description		Amount
			VOIDED-CK NEVER RECEIVED		
	2026-00000040	07/01/2025	5/29-6/27/25 SVC-710 NOGALES ST		($14.30)
	2026-00000081	07/08/2025	6/4-7/3/25 SVC-15625 MAYOR DAVE WAY APT B		($14.30)
	2026-00000082	07/08/2025	6/4-7/3/25 SVC-15633 RAUSCH		($339.04)
	2026-00000083	07/08/2025	6/4-7/3/25 SVC-15651 MAYOR DAVE WAY		($78.83)

Checks	Status	Count	Transaction Amount
	Total	**1**	**($446.47)**

CITY OF INDUSTRY
WELLS FARGO BANK
December 11, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

86307	11/25/2025		11/30/2025	**AIRESPRING INC**	$1,447.43
	Invoice	Date	Description		Amount
	203009923	11/16/2025	INTERNET SVC-HOMESTEAD		$1,447.43
86308	11/25/2025			**AT & T**	$8.59
	Invoice	Date	Description		Amount
	2026-00000839	11/10/2025	11/1-11/30/25 SVC-CITY WHITE PGS LISTING		$8.59
86309	11/25/2025			**BCN TELECOM, INC.**	$173.64
	Invoice	Date	Description		Amount
	24012074	11/15/2025	PHONE LINE FOR ELEVATOR-CITY HALL		$173.64
86310	11/25/2025			**FRONTIER**	$247.52
	Invoice	Date	Description		Amount
	2026-00000840	11/02/2025	11/2-12/1/25 SVC-IH GOLF COURSE FUEL PUMP		$169.49
	2026-00000841	11/02/2025	11/2-12/1/25 SVC-1015 NOGALES ST		$78.03
86311	11/25/2025			**GRANITE TELECOMMUNICATIONS, LL**	$366.12
	Invoice	Date	Description		Amount
	722412371	11/01/2025	PHONE SVC FOR FIRE ALARMS-HOMESTEAD		$366.12
86312	11/25/2025			**INDUSTRY PUBLIC UTILITY COMMISSI**	$25,917.07
	Invoice	Date	Description		Amount
	2026-00000830	11/12/2025	10/1-11/1/25 SVC-16296 TEMPLE AVE A		$13.17
	2026-00000831	11/12/2025	10/1-11/1-/25 SVC19296 TEMPLE AVE B		$198.83
	2026-00000832	11/12/2025	10/1-11/1/25 SVC-600 BREA CYN		$13,910.89
	2026-00000833	11/12/2025	10/1-11/1/25 SVC-600 S BREA CYN RD CHARGING STN		$11,794.18

CITY OF INDUSTRY
WELLS FARGO BANK
December 11, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

86313	11/25/2025		**LA PUENTE VALLEY COUNTY WATER**		$124.00
	Invoice	Date	Description	Amount	
	11/21/2025	11/21/2025	APPLICATION FEE-FIRE FLOW TEST & APP FOR IBC BI	$124.00	
86314	11/25/2025		**ROWLAND WATER DISTRICT**		$4,405.22
	Invoice	Date	Description	Amount	
	2026-00000842	11/05/2025	9/24-10/26/25 SVC-AZUSA AVE	$120.03	
	2026-00000843	11/05/2025	9/24-10/26/25 SVC-AZUSA AVE - CENTER	$104.06	
	2026-00000844	11/05/2025	9/24-10/26/25 SVC-930 S AZUSA AVE	$777.19	
	2026-00000845	11/05/2025	9/24-10/26/25 SVC-17401 E VALLEY BLVD	$1,011.56	
	2026-00000846	11/05/2025	9/24-10/26/25 SVC-18044 ROWLAND ST	$539.20	
	2026-00000847	11/05/2025	9/24-10/26/25 SVC-HURLEY ST & VALLEY BLVD	$462.19	
	2026-00000848	11/05/2025	9/24-10/26/25 SVC-AZUSA AVE - RC	$97.66	
	2026-00000849	11/05/2025	9/24-10/26/25 SVC-755 NOGALES AT - RC	$296.88	
	2026-00000850	11/05/2025	9/24-10/26/25 SVC-909 U NOGALES ST - IRR	$47.80	
	2026-00000851	11/05/2025	9/24-10/26/25 SVC- 1100 S AZUSA AVE	$199.49	
	2026-00000852	11/05/2025	9/24-10/26/25 SVC-1123 HATCHER ST STE D	$152.80	
	2026-00000853	11/05/2025	9/24-10/26/25 SVC-1135 HATCHER AVE	$52.00	
	2026-00000854	11/05/2025	9/24-10/26/25 SVC-1123 HATCHER ST STE C	$85.60	
	2026-00000855	11/05/2025	9/24-10/26/25 SVC-1015 NOGALES ST - PUMP HOUSE	$347.96	
	2026-00000856	11/05/2025	9/24-10/26/25 SVC-1023 NOGALES ST - IRR	$110.80	
86315	11/25/2025		**SAN GABRIEL VALLEY WATER CO.**		$5,309.63
	Invoice	Date	Description	Amount	
	2026-00000834	11/10/2025	10/10-11/7/25 SVC-13756 VALLEY	$3,426.69	
	2026-00000835	11/10/2025	10/10-11/7/25 SVC-123 IRRIG WORKMAN MILL	$337.46	

CITY OF INDUSTRY
WELLS FARGO BANK
December 11, 2025

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	2026-00000836	11/10/2025	10/10-11/7/25 SVC-132 IRRIG PUENTE	$508.11	
	2026-00000837	11/12/2025	10/13-11/10/25 SVC-14329 VALLEY	$990.61	
	2026-00000838	11/13/2025	10/14-11/12/25 SVC-336 EL ENCANTO	$46.76	
86316	11/25/2025			**SOUTHERN CALIFORNIA EDISON**	$2,774.80
	Invoice	Date	Description	Amount	
	2025-00002148	05/02/2025	4/11/22-4/8/25 SVC-122 N PUENTE AVE U1 PED	$2,043.03	
	2026-00000824	11/07/2025	10/9-11/6/25 SVC-122 N PUENTE AVE U1 PED	$242.27	
	2026-00000825	11/07/2025	10/9-11/6/25 SVC-122 N PUENTE AVE U1	$134.49	
	2026-00000826	11/06/2025	10/1-10/31/25 SVC-600 S BREA CYN METROLINK	$20.76	
	2026-00000827	11/07/2025	10/9-11/6/25 SVC-575 BALDWIN PARK BLVD U	$107.59	
	2026-00000828	11/10/2025	10/10-11/9/25 SVC-504 S 6TH AVE U TC1	$102.65	
	2026-00000829	11/10/2025	10/10-11/9/25 SVC-490 S 7TH U	$124.01	
86317	11/25/2025			**THREE VALLEYS MUNICIPAL WATER I**	$2,252.13
	Invoice	Date	Description	Amount	
	6816	10/31/2025	10/1-10/31/25 SVC-TONNER CYN	$2,252.13	
86318	11/25/2025			**TICKIOT INC**	$60.32
	Invoice	Date	Description	Amount	
	IN149-2678	11/24/2025	UTILITY SVC	$60.32	
86319	11/25/2025			**VERIZON BUSINESS**	$194.03
	Invoice	Date	Description	Amount	
	63115453	11/10/2025	10/1-10/31/25 SVC-VARIOUS SITES	$47.28	
	63115454	11/10/2025	10/1-10/31/25 SVC-VARIOUS SITES	$146.75	

CITY OF INDUSTRY
WELLS FARGO BANK
December 11, 2025

Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

86320	11/25/2025		11/30/2025	**WALNUT VALLEY WATER DISTRICT**	$6,043.00
	Invoice	Date	Description		Amount
	5487347	11/10/2025	10/1-10/31/25 SVC-BAKER PKWY METER #1		$289.27
	5487358	11/10/2025	10/1-10/31/25 SVC-BAKER PKWY METER #2		$226.26
	5487364	11/10/2025	10/1-10/31/25 SVC-GRAND AVE CROSSING		$169.06
	5487365	11/10/2025	10/1-10/31/25 SVC-GRAND AVE CROSSING		$130.93
	5487367	11/10/2025	10/1-10/31/25 SVC-22002 VALLEY BLVD		$408.03
	5487425	11/10/2025	10/1-10/31/25 SVC-21627 GRAND CROSSING PKWY #3		$258.59
	5487426	11/10/2025	10/1-10/31/25 SVC-21627 GRAND CROSSING PKWY #4		$247.82
	5488151	11/10/2025	10/1-10/31/25 SVC-PUMP STN N/W CHERYL LN/MAYO		$51.59
	5488171	11/10/2025	10/1-10/31/25 SVC-PUMP STN BREA CYN		$63.91
	5488403	11/10/2025	10/1-10/31/25 SVC-NOGALES PUMP STN		$87.65
	5487237	11/10/2025	10/1-10/31/25 SVC-IRR 820 FAIRWAY DR		$87.65
	5487288	11/10/2025	10/1-10/31/25 SVC-LEMON AVE N OF CURRIER RD		$86.17
	5487403	11/10/2025	10/1-10/31/25 SVC-60 FWY INTERCHANGE FAIRWAY DF		$42.47
	5487323	11/10/2025	10/1-10/31/25 SVC-BREA CYN RD & OLD RANCH RD		$64.89
	5487339	11/10/2025	10/1-10/31/25 SVC-FERRERO & GRAND EAST RAMP		$1,156.97
	5487384	11/10/2025	10/1-10/31/25 SVC-21350 VALLEY-MEDIAN		$128.73
	5487385	11/10/2025	10/1-10/31/25 SVC-GRAND CROSSING EAST		$62.23
	5487386	11/10/2025	10/1-10/31/25 SVC-GRAND CROSSING WEST		$80.85
	5487387	11/10/2025	10/1-10/31/25 SVC-BAKER PKWY & GRAND N/W CNR		$1,678.33
	5487394	11/10/2025	10/1-10/31/25 SVC-E/S GRAND S/O BAKER PKWY		$130.21
	5487400	11/10/2025	10/1-10/31/25 SVC-BREA CYN N OF RR TRKS		$438.81
	5487401	11/10/2025	10/1-10/31/25 SVC-BREA CYN N OF CURRIER		$100.99
	5488417	11/10/2025	10/1-10/31/25 SVC-1004 U FAIRWAY DR GRADE SEP		$51.59
86321	12/03/2025			**CITY OF INDUSTRY - PETTY CASH**	$1,076.48

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Invoice	Date	Description	Amount
11/20/2025	11/20/2025	REIMBURSE PETTY CASH FOR PERIOD 6/26/25-11/20/2	$1,076.48

86322	12/03/2025	**FIDELITY SECURITY LIFE INSURANCE**	$1,217.53

Invoice	Date	Description	Amount
167108526	12/01/2025	VISION PREMIUM FOR DECEMBER 2025	$1,217.53

86323	12/03/2025	**FRONTIER**	$748.50

Invoice	Date	Description	Amount
2026-00000877	11/10/2025	11/10-12/9/25 SVC-600 BREA CYN RD	$361.32
2026-00000878	11/16/2025	11/16-12/15/25 SVC-PH AUTO PLAZA	$271.84
2026-00000879	11/16/2025	11/16-12/15/25 SVC-BREA CYN PUMP STN	$115.34

86324	12/03/2025	**HUMANA INSURANCE COMPANY**	$6,783.41

Invoice	Date	Description	Amount
389690222	11/13/2025	DENTAL PREMIUM FOR DECEMBER 2025	$6,783.41

86325	12/03/2025	**MUTUAL OF OMAHA - PAYMENT PROC**	$9,082.00

Invoice	Date	Description	Amount
1986024108	11/12/2025	LIFE INS PREMIUM FOR DECEMBER 2025	$9,082.00

86326	12/03/2025	**ODP BUSINESS SOLUTIONS, LLC**	$5,491.77

Invoice	Date	Description	Amount
434473225001	08/19/2025	OFFICE SUPPLIES	$19.52
438138940001	09/15/2025	OFFICE SUPPLIES	$42.65
438138564001	09/12/2025	OFFICE SUPPLIES	$216.43
439506408001	10/14/2025	OFFICE SUPPLIES	$151.29

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	439510423001	10/14/2025	OFFICE SUPPLIES		$32.24
	443295121001	10/22/2025	OFFICE SUPPLIES		$1,506.91
	443295066001	10/22/2025	OFFICE SUPPLIES		$828.01
	443295079001	10/23/2025	OFFICE SUPPLIES		$1,663.33
	446062999001	10/28/2025	OFFICE SUPPLIES		$1,059.07
	426838132001-CR	06/09/2025	OFFICE SUPPLIES		($2.91)
	436735517001	08/20/2025	OFFICE SUPPLIES		($12.31)
	435299694001	08/20/2025	OFFICE SUPPLIES		($12.31)
	434473230001-CR	08/14/2025	OFFICE SUPPLIES		($0.15)
86327	12/03/2025			**SEE'S CANDIES**	$3,640.60
	Invoice	Date	Description		Amount
	21102621	12/01/2025	2025 HOLIDAY CANDY ORDER		$3,640.60
86328	12/03/2025			**SOCALGAS**	$544.28
	Invoice	Date	Description		Amount
	2026-00000040	07/01/2025	5/29-6/27/25 SVC-710 NOGALES ST		$14.30
	2026-00000081	07/08/2025	6/4-7/3/25 SVC-15625 MAYOR DAVE WAY APT B		$14.30
	2026-00000082	07/08/2025	6/4-7/3/25 SVC-15633 RAUSCH		$339.04
	2026-00000083	07/08/2025	6/4-7/3/25 SVC-15651 MAYOR DAVE WAY		$78.83
	2026-00000874	11/24/2025	10/21-11/20/25 SVC-13756 VALLEY BLVD		$14.79
	2026-00000875	11/18/2025	10/15-11/14/25 SVC-1004 U FAIRWAY DR		$48.19
	2026-00000876	11/18/2025	10/15-11/14/25 SVC-610 S BREA CYN		$34.83
86329	12/03/2025			**SOUTHERN CALIFORNIA EDISON**	$25,229.70
	Invoice	Date	Description		Amount
	2026-00000880	11/17/2025	10/16-11/16/25 SVC-900 NOGALES ST		$1,509.40

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	2026-00000881	11/19/2025	10/7-11/6/25 SVC-VARIOUS SITES	$161.85
	2026-00000882	11/20/2025	10/21-11/19/25 SVC-1004 U FAIRWAY DR	$2,957.56
	2026-00000883	11/20/2025	10/21-11/19/25 SVC-1007 LAWSON ST TC-1	$85.32
	2026-00000884	11/18/2025	10/15-11/13/25 SVC-VARIOUS SITES	$5,103.91
	2026-00000885	11/19/2025	11/20-11/18/25 SVC-VARIOUS SITES	$125.22
	2026-00000886	11/20/2025	10/2-11/19/25 SVC-VARIOUS SITES	$889.61
	2026-00000887	11/14/2025	10/15-11/13/25 SVC-1341 FULLERTON RD	$155.09
	2026-00000888	11/14/2025	10/10-11/9/25 SVC-VARIOUS SITES	$2,237.94
	2026-00000889	11/14/2025	10/15-11/13/25 SVC-VARIOUS SITES	$105.83
	2026-00000890	11/14/2025	10/15-11/13/25 SVC-PECK RD S/O PELLISSIER	$42.44
	2026-00000891	11/14/2025	10/15-11/13/25 SVC-VARIOUS SITES	$8,153.74
	2026-00000892	11/14/2025	9/16-11/13/25 SVC-VARIOUS SITES	$245.57
	2026-00000893	11/14/2025	10/15-11/13/25 SVC-1023 U FAIRWAY DR	$304.28
	2026-00000894	11/14/2025	10/15-11/13/25 SVC-17635 GALE AVE	$2,960.42
	2026-00000895	11/14/2025	10/15-11/13/25 SVC-18311 RAILROAD ST PMP	$191.52
86330	12/03/2025		**UNUM LIFE INSURANCE COMPANY OF**	$11,284.80
	Invoice	Date	Description	Amount
	12/1-12/31/25	11/18/2025	LONG TERM CARE PREMIUM FOR DECEMBER 2025	$11,284.80
86331	12/11/2025		**100% AUTO CARE & DETAILED**	$760.00
	Invoice	Date	Description	Amount
	170	11/24/2025	CAR WASH SVC-CITY VEHICLES	$380.00
	169	11/10/2025	CAR WASH SVC-CITY VEHICLES	$380.00
86332	12/11/2025		**ABA ETHOS, LLC**	$4,000.00
	Invoice	Date	Description	Amount

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	4123009-03	11/04/2025	CONSULTANT SVC-IH MOUNTAIN BIKING TRAIL $4,000.00	
86333	12/11/2025		**ACORN TECHNOLOGY SERVICES**	$29,027.50
	Invoice	Date	Description	Amount
	12824	10/01/2025	NETWORK MAINT	$22,840.00
	12873	10/07/2025	HARDWARE UPGRADE-METROLINK	$6,187.50
86334	12/11/2025		**ACTUM-E, LLC**	$39,066.94
	Invoice	Date	Description	Amount
	202511-0257	11/30/2025	MEDIA/REIMBURSABLE EXPENSES-NOV 2025	$21,291.94
	202509-0278	09/30/2025	MEDIA/SPECIAL EVENTS CONSULTING-SEP 2025	$17,775.00
86335	12/11/2025		**ARAMARK REFRESHMENT SERVICES**	$97.24
	Invoice	Date	Description	Amount
	1048863230	10/22/2025	COFFEE SVC & SUPPLIES	$97.24
86336	12/11/2025		**BIGGS CARDOSA ASSOCIATES, INC.**	$25,741.00
	Invoice	Date	Description	Amount
	94874	11/05/2025	ENG SVC-ANAHEIM-PUENTE BRIDGE	$25,741.00
86337	12/11/2025		**BLAKE AIR CONDITIONING COMPANY**	$19,624.00
	Invoice	Date	Description	Amount
	M64195	09/30/2025	A/C MAINT-EL ENCANTO	$9,051.00
	M64208	09/30/2025	A/C MAINT-IBC	$4,157.00
	M64261	09/30/2025	A/C MAINT-YAL/POST OFFICE	$1,753.00
	M64190	09/25/2025	QRTLY MAINT-CITY HALL	$4,663.00

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86338	12/11/2025			**CAL-PERS**	$22,075.50
	Invoice	Date	Description	Amount	
	100000018134596	12/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 1226	$19,917.75	
	100000018134607	12/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 26791	$1,134.83	
	100000018134615	12/01/2025	CALPERS-MONTHLY SUM FOR PLAN ID 15030	$1,022.92	
86339	12/11/2025			**CALIFORNIA ASSOC. OF LOCAL ECON**	$620.00
	Invoice	Date	Description	Amount	
	300006857	11/17/2025	MEMBERSHIP DUES-JOSH	$500.00	
	300006877	11/17/2025	MEMBERSHIP DUES-SAM	$120.00	
86340	12/11/2025			**CALIFORNIA CONSULTING, INC.**	$4,750.00
	Invoice	Date	Description	Amount	
	7566	12/01/2025	GRANT WRITING AND MGMT SVC	$4,750.00	
86341	12/11/2025			**CDW GOVERNMENT LLC**	$1,966.79
	Invoice	Date	Description	Amount	
	AG84F9R	11/13/2025	PURCHASE (1) LAPTOP-CITY CLERK	$1,966.79	
86342	12/11/2025			**CELEBRATION HOLIDAY STUDIO**	$30,000.00
	Invoice	Date	Description	Amount	
	#1CITY-1553	12/01/2025	2025-2026 CIVIC CENTER DECORATIVE LIGHTING	$30,000.00	
86343	12/11/2025			**CINTAS CORPORATION LOC 693**	$1,507.63
	Invoice	Date	Description	Amount	
	4251433468	12/01/2025	DOOR MATS	$82.62	
	9348789699	11/30/2025	LEASE FOR AED MACHINE-HOMESTEAD	$123.47	

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	9348706342	11/30/2025	WATER COOLERS-CITY HALL	$246.94
	9348706338	11/30/2025	WATER COOLER-TREASURY	$56.30
	5304619503	11/24/2025	FIRST AID SUPPLIES	$309.85
	9347497592	11/17/2025	LEASE FOR AED MACHINE-IBC	$164.63
	9344747657	10/31/2025	LEASE FOR AED MACHINE-IBC	$144.87
	9347497473	11/17/2025	LEASE FOR AED MACHINE-CITY HALL	$296.33
	4250818455	11/21/2025	DOOR MATS	$82.62
86344	12/11/2025		**CITY OF INDUSTRY-PAYROLL ACCT**	$180,000.00
	Invoice	Date	Description	Amount
	PR P/E 11/21/25	12/01/2025	REPLENISH PAYROLL P/E 11/21/25	$180,000.00
86345	12/11/2025		**CNC ENGINEERING**	$156,651.25
	Invoice	Date	Description	Amount
	513822	11/27/2025	SOLAR INSTALLATION AT CITY HALL	$4,452.50
	513823	11/27/2025	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	$4,700.00
	513824	11/27/2025	KELLA AVE STORM DRAIN	$1,370.00
	513825	11/27/2025	GALE AVE REALIGNMENT	$5,445.00
	513826	11/27/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$570.00
	513827	11/27/2025	PRELIMINARY DESIGN OF EW BICYCLE PATH	$2,105.00
	513828	11/27/2025	GENERAL ENG SVC-20659 VALLEY BLVD	$1,321.25
	513829	11/27/2025	GENERAL ENG SVC-18450 GALE AVE	$31.25
	513830	11/27/2025	GENERAL ENG SVC 11/10-11/23/25	$30,635.00
	513831	11/27/2025	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO(	$1,912.50
	513832	11/27/2025	GENERAL ENG SVC-STREET INSPECTIONS	$8,852.50
	513833	11/27/2025	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	$1,521.25
	513834	11/27/2025	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	$17,892.50

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	513835	11/27/2025	GENERAL ENG SVC-STREET LIGHTS	$2,052.50
	513836	11/27/2025	GENERAL ENG SVC-TRAFFIC	$8,236.25
	513837	11/27/2025	GENERAL ENG SVC-PERMITS	$22,765.00
	513838	11/27/2025	GENERAL ENG SVC-PLAN APPROVAL	$15,200.00
	513839	11/27/2025	NPDES STORM WATER	$2,138.75
	513840	11/27/2025	SEWER MANAGEMENT SYSTEM	$2,515.00
	513841	11/27/2025	GENERAL ENG SVC-13530 NELSON AVE WAREHOUSE	$102.50
	513842	11/27/2025	GENERAL ENG SVC-999 HATCHER AVE EXPANSION	$1,200.00
	513843	11/27/2025	GENERAL ENG SVC-15051 DON JULIAN RD	$1,646.25
	513844	11/27/2025	GENERAL ENG SVC-DEV PLANS AT 710 EPPERSON DF	$4,802.50
	513845	11/27/2025	GENERAL ENG SVC-530 N BALDWIN PARK BLVD	$510.00
	513846	11/27/2025	GENERAL ENG SVC-15940-16012 AMAR/15940-16065 KA	$615.00
	513847	11/27/2025	GENERAL ENG SVC-200 OLD RANCH RD	$205.00
	513848	11/27/2025	GENERAL ENG SVC-15051 DON JULIAN RD	$635.00
	513849	11/27/2025	GENERAL ENG SVC-16425 GALE AVE	$1,215.00
	513850	11/27/2025	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	$922.50
	513851	11/27/2025	TONNER CYN PROPERTY	$226.25
	513852	11/27/2025	COLIMA RD WIDENING	$8,847.50
	513853	11/27/2025	NELSON AVE RESURFACING	$700.00
	513863	11/27/2025	EL ENCANTO IMPROVEMENTS AND MAINT	$1,012.50
	513864	11/27/2025	EL ENCANTO BOILER REPLACEMENT	$295.00
86346	12/11/2025		**CNC ENGINEERING**	$115,738.75
	Invoice	Date	Description	Amount
	513854	11/27/2025	CITY ADMINSITRATIVE OFFICES	$1,613.75
	513855	11/27/2025	INDUSTRY BUSINESS COUNCIL CHAMBERS	$820.00
	513856	11/27/2025	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	$14,277.50

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513857	11/27/2025	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	$300.00
513858	11/27/2025	HOMESTEAD MUSEUM IMPROVEMENTS	$1,047.50
513859	11/27/2025	HOMESTEAD MUSEUM UPGRADES	$285.00
513860	11/27/2025	VALLEY BLVD CORRIDOR CO-OP PROJECT WITH LA C	$140.00
513861	11/27/2025	SIGNING & STRIPING IMPROVEMENTS	$142.50
513862	11/27/2025	METROLINK-MAINT OF PARKING LOT	$1,732.50
513865	11/27/2025	INDUSTRY HILLS FUEL TANKS DISPENSING	$507.50
513866	11/27/2025	605 FWY AND VALLEY BLVD INTERCHANGE	$720.00
513867	11/27/2025	SIXTH AVE RECONSTRUCTION	$175.00
513868	11/27/2025	NELSON AVE OVER PUENTE CREEK	$142.50
513869	11/27/2025	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	$14,650.00
513870	11/27/2025	FISCAL YEAR BUDGET	$3,055.00
513871	11/27/2025	BIXBY DR PCC PAVEMENT	$555.00
513872	11/27/2025	FOLLOW'S CAMP PROJECT	$295.00
513873	11/27/2025	NELSON AVE INTERSECTION	$1,585.00
513874	11/27/2025	MAINT OF 1123 HATCHER AVE	$100.00
513875	11/27/2025	CARTEGRAPH MGMT	$22,283.75
513876	11/27/2025	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	$13,746.25
513877	11/27/2025	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	$2,455.00
513878	11/27/2025	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	$300.00
513879	11/27/2025	CIVIC CENTER DECORATIVE LIGHTING	$962.50
513880	11/27/2025	2022-2023 ANNUAL PAVEMENT REHABILITATION	$21,577.50
513881	11/27/2025	DON JULIAN RD IMPROVEMENTS	$770.00
513882	11/27/2025	INTELLIGENT TRANSPORATION SYSTEM	$710.00
513883	11/27/2025	RAILROAD STREET PAVEMENT REHABILITATION	$2,290.00
513884	11/27/2025	2024-2025 ANNUAL PAVEMENT REHABILITATION	$6,290.00
513885	11/27/2025	STREET LIGHT BANNER INSTALLATION	$450.00

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	513886	11/27/2025	PUENTE HILLS AUTO ASSOCIATION SIGNS	$335.00
	513887	11/27/2025	CITY OF INDUSTRY PAVEMENT MANAGEMENT SYSTEI	$982.50
	513888	11/27/2025	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	$442.50
86347	12/11/2025		**CRIA-EQUESTRIAN CENTER**	$4,232.47
	Invoice	Date	Description	Amount
	EM-DON8-25	11/24/2025	DONATED PIES TO CITY OF EL MONTE HOLIDAY DISTF	$4,232.47
86348	12/11/2025		**DB SALES & SERVICE**	$1,452.50
	Invoice	Date	Description	Amount
	25742	11/12/2025	DIAGNOSE BOILER SENSOR-EL ENCANTO	$1,452.50
86349	12/11/2025		**DEPT OF ANIMAL CARE & CONTROL**	$11,604.66
	Invoice	Date	Description	Amount
	11/25/2025	11/25/2025	SHELTER COST-OCT 2025	$11,604.66
86350	12/11/2025		**DUTHIE POWER SERVICES**	$540.00
	Invoice	Date	Description	Amount
	A149249	11/24/2025	MONTHLY MAINT-GENERATOR @ CITY HALL	$540.00
86351	12/11/2025		**FEDERAL EXPRESS CORP.**	$50.76
	Invoice	Date	Description	Amount
	9-075-17444	11/21/2025	MESSENGER SVC	$50.76
86352	12/11/2025		**FUEL PROS, INC.**	$250.00
	Invoice	Date	Description	Amount
	79915	11/12/2025	INDUSTRY HILLS FUEL STN MAINT	$250.00

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86353	12/11/2025			**GMS ELEVATOR SERVICES, INC**	$156.00
	Invoice	Date	Description	Amount	
	127354	11/01/2025	ELEVATOR MAINT-CITY HALL (NOV 2025)	$156.00	
86354	12/11/2025			**HAGERTY, MARIA L.**	$166.37
	Invoice	Date	Description	Amount	
	10/15/2025	10/15/2025	REIMBURSE FOR TRAVEL EXPENSE-CALPERS CONFE	$166.37	
86355	12/11/2025			**HARDT, JULIE**	$147.45
	Invoice	Date	Description	Amount	
	11/18/2025	11/18/2025	REIMBURSE FOR TRAVEL EXPENSE-CALPERLA CONFI	$147.45	
86356	12/11/2025			**INDUSTRY BUSINESS COUNCIL**	$165,265.35
	Invoice	Date	Description	Amount	
	SEPTEMBER 2025	11/24/2025	EXPENSE REIMBURSEMENT-SEP 2025	$165,265.35	
86357	12/11/2025			**INDUSTRY SECURITY SERVICES**	$106,565.92
	Invoice	Date	Description	Amount	
	SG-COI#1-2062	10/31/2025	SECURITY SVC 10/24-10/30/25	$11,098.32	
	SG-COI#2-2063	10/31/2025	SECURITY SVC-VARIOUS CITY SITES	$23,600.30	
	SG-COI#1-2064	11/14/2025	SECURITY SVC 11/7-11/13/25	$11,706.96	
	SG-COI#2-2065	11/14/2025	SECURITY SVC-VARIOUS CITY SITES	$25,240.66	
	SG-COI#2-2064	11/07/2025	SECURITY SVC-VARIOUS CITY SITES	$23,760.74	
	SG-COI#1-REV2063	11/07/2025	SECURITY SVC 10/31-11/6/25	$11,158.94	
86358	12/11/2025			**IRRI-CARE PLUMBING & BACKFLOW T**	$585.00

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18353	11/10/2025	BACKFLOW TESTS-HOMESTEAD	$585.00

86359	12/11/2025		**JANUS PEST MANAGEMENT**	$23,539.00

Invoice	Date	Description	Amount
290462	11/01/2025	PEST SVC-HOMESTEAD	$660.00
287264	08/01/2025	PEST SVC-HOMESTEAD	$660.00
288343	09/01/2025	PEST SVC-HOMESTEAD	$660.00
289430	10/01/2025	PEST SVC-HOMESTEAD	$660.00
286650	07/11/2025	PEST SVC-YAL/POST OFFICE	$95.00
287688	08/08/2025	PEST SVC-YAL/POST OFFICE	$95.00
288743	09/12/2025	PEST SVC-YAL/POST OFFICE	$95.00
289828	10/10/2025	PEST SVC-YAL/POST OFFICE	$95.00
286816	11/13/2025	MOSQUITO TRAP-EL ENCANTO	$965.00
287854	11/13/2025	MOSQUITO TRAP-EL ENCANTO	$965.00
288965	11/13/2025	MOSQUITO TRAP-EL ENCANTO	$965.00
290043	11/13/2025	MOSQUITO TRAP-EL ENCANTO	$965.00
286705	11/13/2025	RODENT SVC-HELIPAD PARKING LOT	$486.00
287738	11/13/2025	RODENT SVC-HELIPAD PARKING LOT	$486.00
288784	11/13/2025	RODENT SVC-HELIPAD PARKING LOT	$486.00
285626	11/13/2025	PEST SVC-TONNER CYN	$2,035.00
286295	11/13/2025	PEST SVC-TONNER CYN	$4,155.00
287705	11/13/2025	PEST SVC-TONNER CYN	$1,930.00
287710	11/13/2025	PEST SVC-TONNER CYN	$2,160.00
288733	11/13/2025	PEST SVC-TONNER CYN	$485.00
289819	11/13/2025	PEST SVC-TONNER CYN	$485.00
286707	11/13/2025	RODENT SVC-HELIPAD	$300.00

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	287740	11/13/2025	RODENT SVC-HELIPAD	$300.00	
	288786	11/13/2025	RODENT SVC-HELIPAD	$300.00	
	289868	11/13/2025	RODENT SVC-HELIPAD	$300.00	
	286648	11/13/2025	PEST SVC-CITY HALL	$155.00	
	287686	11/13/2025	PEST SVC-CITY HALL	$530.00	
	288741	09/12/2025	PEST SVC-CITY HALL	$155.00	
	290338	11/13/2025	PEST SVC-CITY HALL	$465.00	
	286649	07/11/2025	PEST SVC-IBC	$155.00	
	287687	08/08/2025	PEST SVC-IBC	$155.00	
	288742	09/12/2025	PEST SVC-IBC	$155.00	
	289827	10/10/2025	PEST SVC-IBC	$155.00	
	286881	11/13/2025	PEST SVC-205 HUDSON AVE	$85.00	
	287920	11/13/2025	PEST SVC-205 HUDSON AVE	$85.00	
	288960	11/13/2025	PEST SVC-205 HUDSON AVE	$85.00	
	290039	11/13/2025	PEST SVC-205 HUDSON AVE	$85.00	
	289866	11/13/2025	RODENT SVC-HELIPAD PARKING LOT	$486.00	
86360	12/11/2025			**JEFF PARRIOTT PHOTOGRAPHIC SER**	$7,089.63
	Invoice	Date	Description	Amount	
	COI1125	11/24/2025	PROF SVC-HOMESTEAD	$7,089.63	
86361	12/11/2025			**JOE A. GONSALVES & SON**	$11,000.00
	Invoice	Date	Description	Amount	
	163936	11/24/2025	LEGISLATIVE SVC-NOV 2025	$11,000.00	
86362	12/11/2025			**KLEINFELDER, INC.**	$3,735.75
	Invoice	Date	Description	Amount	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	001561903	11/21/2025	GEO SVC-ANNUAL PAVEMENT REHAB FY 23 $3,735.75	
86363	12/11/2025		**KLINE'S PLUMBING, INC.**	$1,300.00
	Invoice	Date	Description	Amount
	14497	11/19/2025	GENERAL PLUMBING SVC-CITY HALL	$850.00
	14508	11/25/2025	CLEAR BLOCKED DRAIN LINE-HOMESTEAD	$450.00
86364	12/11/2025		**L A COUNTY DEPT OF PUBLIC HEALTH**	$629.00
	Invoice	Date	Description	Amount
	IN1550709	11/12/2025	MONITORING BACKFLOW ASSEMBLY SATSUMA BLDG	$74.00
	IN1547505	11/12/2025	BACKFLOW PREVENTION ASSEMBLY-CITY HALL/IBC	$148.00
	IN1543439	11/12/2025	BACKFLOW PREVENTION ASSEMBLY-EL ENCATNO	$407.00
86365	12/11/2025		**L A COUNTY DEPT OF PUBLIC WORKS**	$78,023.26
	Invoice	Date	Description	Amount
	IN260000300	11/24/2025	BLDG & SAFETY-ONE STOP SHOP FOR SEP 2025	$78,023.26
86366	12/11/2025		**LA PUENTE VALLEY COUNTY WATER**	$290.23
	Invoice	Date	Description	Amount
	BS;11/25	11/26/2025	WATER MONITORING-BOY SCOUTS RESERVE	$290.23
86367	12/11/2025		**LIEBERT CASSIDY WHITMORE**	$2,791.50
	Invoice	Date	Description	Amount
	309880	10/31/2025	LEGAL SVC FOR HR-OCT 2025	$2,791.50
86368	12/11/2025		**MORTISE & TENON BUILDING CORP**	$2,552.15
	Invoice	Date	Description	Amount

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	431	11/13/2025	INSTALL EXHAUST FAN-EL ENCANTO	$1,000.00	
	418	10/16/2025	CLEAN AND STORE BANNERS	$1,552.15	
86369	12/11/2025			**MR PLANT & INTERIOR BOTANICAL DI**	$875.00
	Invoice	Date	Description	Amount	
	DEC 24494	12/01/2025	PLANT MAINT-DEC 2025	$875.00	
86370	12/11/2025			**NEXTIVA, INC.**	$2,427.93
	Invoice	Date	Description	Amount	
	40005604058	11/27/2025	CITY HALL PHONE SVC	$2,123.71	
	40005592644	11/24/2025	PHONE SVC FOR YAL	$304.22	
86371	12/11/2025			**OLMOS PROFESSIONAL SERVICES**	$8,782.00
	Invoice	Date	Description	Amount	
	554	11/30/2025	JANITORIAL SVC-YAL	$1,815.00	
	553	11/30/2025	JANITORIAL SVC-IBC	$1,467.00	
	552	11/30/2025	JANITORIAL SVC-CITY HALL	$5,500.00	
86372	12/11/2025			**ON TRACK SOLUTIONS LLC**	$8,680.00
	Invoice	Date	Description	Amount	
	1281	11/21/2025	ON-CALL RAILROAD COORDINATION	$8,680.00	
86373	12/11/2025			**PADILLA, YVETTE**	$1,550.92
	Invoice	Date	Description	Amount	
	11/19/2025	11/19/2025	REIMBURSE FOR TRAVEL EXPENSE-MMASC ANNUAL (	$1,550.92	
86374	12/11/2025			**PATHAK, YAMINI**	$2,421.50

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Check	Date	Payee Name	Check Amount

CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
11/18/2025	11/18/2025	REIMBURSE FOR TRAVEL EXPENSE-CALPERLA CONFI	$2,421.50

Check	Date	Payee Name	Check Amount
86375	12/11/2025	PLACEWORKS	$31,433.75

Invoice	Date	Description	Amount
IND-22.14-13	10/31/2025	PROPOSED BATTERY STORAGE FACILITY	$637.50
IND-22.17-6	10/31/2025	PROPOSED BATTERY STORAGE FACILITY-JN 9428	$27,282.50
IND-22.16-12	10/31/2025	CEQA FOR 1600 AZUSA AVE	$3,243.75
IND-22.15-11	10/31/2025	CEQA FOR 17871 CASTLETON ST	$270.00

Check	Date	Payee Name	Check Amount
86376	12/11/2025	POST ALARM SYSTEMS	$12,207.66

Invoice	Date	Description	Amount
#1CITY-1525	12/01/2025	MISC UPGRADES TO FIRE & SECURITY ALARM-HOMES	$12,207.66

Check	Date	Payee Name	Check Amount
86377	12/11/2025	POSTMASTER	$464.00

Invoice	Date	Description	Amount
BOX #3366-26A	12/01/2025	ANNUAL FEE FOR PO BOX 3366	$464.00

Check	Date	Payee Name	Check Amount
86378	12/11/2025	RAMOS AND SONS PLUMBING	$9,940.00

Invoice	Date	Description	Amount
4446	11/19/2025	DIG/EXPOSE BACKFLOW-EL ENCANTO	$2,420.00
4442	11/19/2025	INSTALL BACKFLOW-EL ENCANTO	$1,385.00
4443	11/19/2025	REPLACE BACKFLOW-METROLINK	$2,150.00
4444	11/19/2025	REPLACE BACKFLOW-15700 DON JULIAN RD	$3,985.00

Check	Date	Payee Name	Check Amount
86379	12/11/2025	RICOH USA, INC.	$3,881.11

Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	593409681	12/01/2025	COPIER LEASE 12/15/25-1/14/26	$3,881.11
86380	12/11/2025		**SAGE ENVIRONMENTAL GROUP**	$40,838.21
	Invoice	Date	Description	Amount
	2593	11/19/2025	REIMBURSABLE EXPENSES-CITYWIDE GRAZING SVC	$1,838.21
	2591	11/19/2025	GOAT FUEL REDUCTION-CITY	$19,500.00
	2592	11/19/2025	GRAZING SVC-TONNER CYN	$19,500.00
86381	12/11/2025		**SAN GABRIEL VALLEY CONSERVATIO**	$30,876.00
	Invoice	Date	Description	Amount
	20250930TEMPAZU	10/24/2025	LANDSCAPE SVC-TRAIL MAINT	$13,764.00
	20251031TEMPAZU	10/24/2025	LANDSCAPE SVC-TRAIL MAINT	$17,112.00
86382	12/11/2025		**SATSUMA LANDSCAPE & MAINT.**	$184,375.59
	Invoice	Date	Description	Amount
	1125EC	11/21/2025	LANDSCAPE SVC-EXPO CENTER	$44,811.63
	1125XROADS	11/21/2025	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	$48,762.10
	1125TA	11/21/2025	LANDSCAPE SVC-TEMPLE & AZUSA	$34,635.66
	1125CH	11/21/2025	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	$56,166.20
86383	12/11/2025		**SCS FIELD SERVICES**	$15,234.00
	Invoice	Date	Description	Amount
	0555878	10/31/2025	INDUSTRY HILLS-LANDFILL GAS SYSTEM	$15,234.00
86384	12/11/2025		**SO CAL INDUSTRIES**	$286.43
	Invoice	Date	Description	Amount
	771476	11/05/2025	WC ACCESS RENTAL-TONNER CYN/57 FWY	$195.89

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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
	773948	11/21/2025	FENCE RENTAL-IND HILLS	$90.54	
86385	12/11/2025			**SQUARE ROOT GOLF & LANDSCAPE,**	$234,076.88
	Invoice	Date	Description	Amount	
	1836H-4	11/20/2025	LANDSCAPE SVC-TONNER CYN	$36,724.84	
	1836H-3	11/20/2025	HAZARDOUS WASTE REMOVAL	$449.74	
	1836H-1	11/20/2025	SIGN REPAIR & INSTALLATION	$845.96	
	1836H-2	11/20/2025	GRAFFITI REMOVAL	$1,615.58	
	1835ELHM	11/20/2025	LANDSCAPE SVC-HOMESTEAD	$18,406.27	
	1834ELHM	11/20/2025	LANDSCAPE SVC-EL ENCANTO	$8,860.40	
	1836H	11/20/2025	LANDSCAPE SVC-VARIOUS CITY SITES	$162,109.59	
	1833ELHM	11/20/2025	LANDSCAPE SVC-VARIOUS CITY SITES	$5,064.50	
86386	12/11/2025			**STATE WATER RESOURCES CONTRO**	$21,150.00
	Invoice	Date	Description	Amount	
	WD-0305018	11/19/2025	ANNUAL PERMIT FEE-15651 MAYOR DAVE WAY	$21,150.00	
86387	12/11/2025			**STILLWATER SCIENCES**	$16,750.29
	Invoice	Date	Description	Amount	
	09180034	11/19/2025	FOLLOW'S CAMP PROJECT	$16,750.29	
86388	12/11/2025			**TBS CLEANING SERVICES**	$595.00
	Invoice	Date	Description	Amount	
	15685	11/24/2025	JANITORIAL SVC-HOMESTEAD	$595.00	
86389	12/11/2025			**TRANSPORTATION & ENERGY SOLUT**	$7,650.00
	Invoice	Date	Description	Amount	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	COI-001-10-01-25	10/01/2025	ON-CALL TRAFFIC ENGINEERING SVC $7,650.00	
86390	12/11/2025		**WALTERS WHOLESALE ELECTRIC CO**	$1,064.30
	Invoice	Date	Description	Amount
	S129188169.001	11/10/2025	MATERIALS FOR STREETLIGHTS AND MAINT	$1,064.30

Checks	Status	Count	Transaction Amount
	Total	**84**	**$1,803,576.74**

ITEM NO. 6.3

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION – SGVCOG ROADSHOW

Mayor Moss announced a special tribute today for a beloved community leader and founder of Delhaven Community Center, Barbara "Bobbie" Seal who sadly passed away on October 20, 2024. During her remarkable 52 years of service, Bobbie led with unwavering compassion and transformed Delhaven into a beacon of hope for countless individuals and families. Her legacy lives on through the many programs she built and the lives she touched. This meeting today will adjourn in her memory. A certificate in her memory was provided to Tim Seal, Executive Director of Delhaven and photos were taken.

Mayor Moss announced that Representative Grace Napolitano (D-CA), was retiring from the 118th Congress after serving 13 terms. Her staff provided a video in which Representative Grace Napolitano prepared a farewell speech and talked about her 26

years of service in the House. She is retiring from Congress at the end of the term in January 2025.

CONSENT CALENDAR

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 84258 for item 2 (Register of Demands) due to a potential or actual financial conflict of interest due to, he is currently employed by Square Root Golf and Landscape.

Mayor Moss asked for a staff report on Item Nos. 6.3 through Item No. 6.17.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 28, 2024

RECOMMENDED ACTION: Ratify the Register of Demands for November 28, 2024.

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 12, 2024

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

6.3 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH D.S. EWING ARCHITECTS, INC., TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR THE CITY COUNCIL CHAMBERS AND IBC BUILDING IMPROVEMENT PROJECT, EXTENDING THE TERM THROUGH JUNE 13, 2027, REVISING THE SCOPE OF SERVICES, AND INCREASING COMPENSATION IN THE AMOUNT OF $757,000.00

RECOMMENDED ACTION: Approve the Amendment.

Director of Operations, Sean Calvillo, from CNC Engineering, provided a staff report regarding the revised scope of work to the architectural design services and was available to answer any questions.

6.4 CONSIDERATION OF AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC., FOR LANDFILL OPERATION, MONITORING AND MAINTENANCE CONSULTING SERVICES, REVISING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Operations, Sean Calvillo, from CNC Engineering, provided a staff report regarding the consultant services and revision of the rate schedule with Stearns, Conrad and Schmidt Consulting and was available to answer any questions.

6.5 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL, INC., TO PROVIDE CEQA ENVIRONMENTAL STUDIES AND REGULATORY PERMITTING SERVICES FOR THE EAST-WEST BICYCLE PATH PROJECT EXTENDING THE TERM THROUGH DECEMBER 31, 2026 (CIP-STR-19-063)

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Engineering James Cramsie, from CNC Engineering, provided a staff report regarding the amendment to terms and services for the East-West Bicycle Path Project. Council Member Ruggles asked about the timeline in which James Cramsie stated the completion taking about a month or two.

6.6 CONSIDERATION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEO-ADVANTEC INC., FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, EXTENDING THE TERM THROUGH DECEMBER 30, 2027, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $150,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Engineering James Cramsie, from CNC Engineering provided a staff report regarding on-call geotechnical engineering services and was available to answer any questions.

6.7 CONSIDERATION OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH IDS GROUP, INC. FOR ENGINEERING SERVICES RELATED TO THE SOLAR PANEL AND EV CHARGERS PROJECTS AT CITY HALL, IBC AND POST OFFICE BUILDINGS, EXTENDING THE TERM THROUGH DECEMBER 31, 2026

RECOMMENDED ACTION: *Approve the Amendment.*

Dev Birla, Operations Manager at CNC Engineering, provided a staff report regarding the engineering services related to the Solar Panel and EV Chargers Projects at City Hall, IBC and Post office buildings. Dev Birla was available to answer any questions.

6.8 CONSIDERATION OF AMENDMENT NO. 4 TO THE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC., FOR CITYWIDE ARBORISTS SERVICES, EXTENDING THE TERM THROUGH NOVEMBER 12, 2025, AND INCREASING COMPENSATION BY $1,000,000

RECOMMENDED ACTION: *Approve the Amendment.*

Field Operation Project Manager, Justin Aguilar, with CNC Engineering provided a staff report for the Council and City Manager Josh Nelson provided additional information. Both were available to answer any questions.

6.9 CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH BLAKE AIR CONDITIONING & SERVICE CO., INC., FOR ROUTINE MAINTENANCE AT VARIOUS CITYWIDE FACILITIES EXTENDING THE TERM THROUGH OCTOBER 27, 2027, REVISING THE RATE SCHEDULE, REVISE THE SCOPE OF SERVICES AND INCREASE COMPENSATION IN THE AMOUNT OF $220,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

Field Operation Project Manager, Justin Aguilar, with CNC Engineering, provided a staff report regarding the maintenance services with Blake Air Conditioning & Service Co., Inc. for routine maintenance at various citywide facilities and was available to answer any questions.

6.10 CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH CHEM PRO LABORATORY, INC., FOR ROUTINE MAINTENANCE AND MONITORING OF WATER TREATMENT EQUIPMENT, EXTENDING THE TERM THROUGH OCTOBER 27, 2027, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $38,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

Field Operation Project Manager, Justin Aguilar, with CNC Engineering provided a staff report regarding the routine maintenance and monitoring of water treatment equipment

and City Manager Josh Nelson provided additional information. Both were available to answer any questions.

6.11 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1534, STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE FOR AN ESTIMATED COST OF $946,300.00 (MP 02-05 #25)

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

Director of Engineering James Cramsie, from CNC Engineering provided a staff report regarding the streetlight improvements projects and a request to approve the plans and specifications and authorize the advertising and receipt of electronic bids. James Cramsie was available to answer any questions.

6.12 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1527, TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING, FOR AN ESTIMATED COST OF $2,170,400.00

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

Director of Engineering James Cramsie, from CNC Engineering provided a staff report regarding the approval process and the authorization to advertise with electronic bids. James Cramsie was available to answer any questions.

6.13 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1524, WATERLINE CROSSING IMPROVEMENTS OVER BREA CREEK, FOR AN ESTIMATED COST OF $1,200,000.00

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

Director of Engineering James Cramsie, from CNC Engineering provided a staff report regarding the approval process and the authorization to advertise with electronic bids. James Cramsie was available to answer any questions.

6.14 CONSIDERATION OF GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR ELECTRICAL VEHICLE CHARGING STATIONS AT 15651 MAYOR DAVE WAY

RECOMMENDED ACTION: Approve the Grant of Easement.

Engineering Manager, Mat Hudson provided a staff report regarding the Grant of Easement and was available to answer any questions.

6.15 CONSIDERATION OF RESOLUTION CC 2024-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING THE EMPLOYEE HANDBOOK TO ESTABLISH A DONATED LEAVE POLICY

RECOMMENDED ACTION: Adopt Resolution No. CC 2024-74.

City Manager Josh Nelson provided a staff report explaining the amendment to the Employee Manual and as to why and how this new Donated Leave Policy will work. The City recognizes that employees or their family members may have a medical emergency that causes a severe impact on them resulting in a need for time off in excess of their available leave accruals. All employees are allowed to donate sick leave and vacation accruals to other employees from the donor's unused balances to a Leave Bank available to all full-time employees. Staff recommends approving Resolution No. CC 2024-74.

6.16 CONSIDERATION OF A SETTLEMENT AGREEMENT AND GENERAL RELEASE FOR THE MATTER *RODOLFO ZARAZUA V. YESENIA HERNANDEZ, ET AL.*, LOS ANGELES SUPERIOR COURT CASE NO. 21STCV44219 (CONSOLIDATED WITH *YESENIA HERNANDEZ, ET AL. V. RODOLFO ZARAZUA, ET AL.*, LOS ANGELES SUPERIOR COURT CASE NO. 22STCV05262)

RECOMMENDED ACTION: Approve the Settlement Agreement.

City Attorney, James M. Casso, provided a staff report regarding the settlement agreement and general release for the matter, RODOLFO ZARAZUA V. YESENIA HERNANDEZ, ET AL., and was available to answer any questions.

6.17 CONSIDERATION OF A REVISED SETTLEMENT AGREEMENT AND GENERAL RELEASE FOR THE MATTER CORALINE RIVERA-MARTINO, ET AL. V. CITY OF INDUSTRY, ET AL., LOS ANGELES SUPERIOR COURT CASE NO. 22STCV30742

RECOMMENDED ACTION: Approve the revised Settlement Agreement and Release.

City Attorney, James M. Casso, provided a staff report regarding the settlement agreement and general release for the matter, CORALINE RIVERA-MARTINO, ET AL. V. CITY OF INDUSTRY, ET AL., and was available to answer any questions.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 84258 ON ITEM 2 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. CC 2024-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPOINTING A REPRESENTATIVE TO THE BOARD OF TRUSTEES FOR THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT FOR THE NEXT TERM OF OFFICE

RECOMMENDED ACTION: 1) Appoint a representative and determine the term of office; and 2) Adopt Resolution No. CC 2024-62.

Assistant City Manager, Sam Pedroza, presented a staff report explaining that the term for the Mayor as the City's representative on the Board for the SGVMVCD ends on

December 31, 2024. The City Council may choose to re-appoint Mayor Moss, appoint another Council Member, or appoint a member from the community, and determine whether the length of term will be for either two or four years.

Mayor Moss stated she is currently fulfilling the remainder of the term for Cathy Marcucci and was happy with continuing the term for an additional two years.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 7.1.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM GREUBEL TO 1) APPOINT MAYOR MOSS AS THE REPRESENTATIVE FOR AN ADDITIONAL TWO YEARS; AND 2) ADOPT RESOLUTION NO. CC 2024-62. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.2 CONSIDERATION OF A RESOLUTION APPROVING DEVELOPMENT PLAN APPLICATION NO. 23-07, TO ALLOW FEDEX TO ENLARGE AN EXISTING SECURITY BUILDING FROM 1,627 SQUARE TO 4,057 SQUARE FEET, LOCATED AT 200 OLD RANCH ROAD, CITY OF INDUSTRY, CALIFORNIA, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: 1*) Adopt Resolution No. CC 2024-70 approving Development Plan No. 23-07, with the Standard Requirements and Conditions of Approval contained in the Resolution and Notice of Exemption regarding same.*

Contract Associate Planner Eduardo Manriquez provided a staff report regarding Development Plan No. 23-07, and the adoption of Resolution No. CC 2024-70. Eduardo Manriques was available to answer any questions.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 7.2.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL TO ADOPT RESOLUTION NO. CC 2024-70 APPROVING DEVELOPMENT PLAN NO. 23-07, WITH THE STANDARD REQUIREMENTS AND CONDITIONS OF APPROVAL CONTAINED IN THE RESOLUTION AND NOTICE OF EXEMPTION REGARDING SAME. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.3 DISCUSSION AND DIRECTION REGARDING POTENTIAL VENUES FOR THE 2028 OLYMPICS

RECOMMENDED ACTION: Discuss and provide direction to Staff.

City Manager Josh Nelson provided an update on the possibility of getting a Mountain Bike Event for the 2028 Olympics at the Expo Center. One action that has already been set is for the City Manager to authorize a Purchase and Sale Agreement (PSA) up to 50k, and hire a firm, to help us get started. We are only at the early stages but as decisions are made, things may move quickly. A lot is involved but we are learning the process and an association with the Olympic Committee will help in the preparation of events. Today is only an update. No vote was needed.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 7.3.

7.4 CONSIDERATION OF A NOMINATION AND APPOINTMENT OF ONE COUNCIL MEMBER TO THE FIRST HYDROGEN UTILITY JOINT POWERS AUTHORITY

RECOMMENDED ACTION: Nominate and appoint one council member to the authority.

City Manager Josh Nelson stated that the Joint Powers Authority was approved by Lancaster on Tuesday evening, December 10, 2024. One provision was that the City of Industry appoint 1 Council Member to the Board. Lancaster has 5 members appointed, and a 7th member can be appointed at another time when it becomes necessary. At this

time the term is for 4 years but as things progress, based on convenience, we can change the terms. The meetings can be anywhere within the state of California.

Mayor Moss opened the topic for discussion. Council Member Ruggles said he would be interested in the appointment.

Mayor Moss nominated Council Member Ruggles to the position, no second motion was needed.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 7.4.

Council Member Ruggles thanked Mike Greenspan and Armando Herman for their comments and asked them both to leave their gift exchanges outside and to themselves.

MOTION BY MAYOR MOSS TO APPOINT COUNCIL MEMBER RUGGLES AS MEMBER TO THE FIRST HYDROGEN UTILITY JOINT POWERS AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARING

8.1 CONSIDERATION OF A RESOLUTION APPROVING DEVELOPMENT PLAN APPLICATION NO. 23-06, AND CONDITIONAL USE PERMIT 23-03, TO DEMOLISH AN EXISTING GASOLINE STATION AND CANOPY, A CONVENIENCE STORE, AND AUTOMATIC DRIVE-THRU CAR WASH, AND TO REDEVELOP THE SITE WITH A NEW GASOLINE STATION AND CANOPY, A CONVENIENCE STORE, AND AUTOMATIC DRIVE-THRU CAR WASH, FOR THE EXISTING SHELL GASOLINE STATION AT 1320 FULLERTON ROAD, CITY OF INDUSTRY, CALIFORNIA, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF.

RECOMMENDED ACTION: 1) Adopt Resolution No. CC 2024-73, approving a Notice of Exemption for the Project; and 2) Adopt Resolution No. CC 2024-71, approving Development Plan No. 20-08, with the Standard Requirements

and Conditions of Approval; and 3) Adopt Resolution No. CC 2024-72, approving Conditional Use Permit No. 20-03.

Contract Associate Planner Eduardo Manriquez provided a staff report and was available to answer any questions.

Mayor Moss opened the public hearing at 10:33 a.m.

Mayor Moss inquired if anyone wished to be heard on the matter.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of Item No. 8.1.

Mayor Moss closed the public hearing at 10:36 a.m.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES TO ADOPT RESOLUTION NO. CC 2024-73, APPROVING A NOTICE OF EXEMPTION FOR THE PROJECT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO ADOPT RESOLUTION NO. CC 2024-71, APPROVING DEVELOPMENT PLAN NO. 20-08, WITH THE STANDARD REQUIREMENTS AND CONDITIONS OF APPROVAL. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2024-72, APPROVING CONDITIONAL USE PERMIT NO. 20-03. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

Mayor Moss asked if there were no objections, if we could bring forward item No. 13, Public Comments, prior to Item Nos. 10., 11., and 12. There were no objections.

CITY MANAGER REPORTS

City Manager Josh Nelson reminded everyone that we are cancelling the 2nd meeting in December due to the holidays. Merry Christmas and Happy New Year!

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss wished Council Member Steve Marcucci a happy birthday which is tomorrow.

Mayor Moss announced the passing of one of our community members, Deputy George Meza, on December 1, 2024. There was a fund raiser for his family yesterday. The City is hosting a memorial service at the Expo Center and picking up the cost. Council Member Ruggles knew Sargent Meza well and thanked his family for his service and volunteer work with the City. He will be missed.

Mayor Moss said once again this meeting will be adjourned in the memory of Barbara "Bobbie" Seal, a very good friend and incredible mentor.

PUBLIC COMMENTS

Alyssa Yan with South Coast Air Quality Management District (SCAQMD) made a brief introduction to the Council regarding the purchasing of zero admissions technology through the Carl Moyer Program at SCAQMD, and that we are accepting applications until 1-31-25. More information can be found on our website at aqmd.gov. Mayor Moss thanked her for the information and said to leave the flyer with the City Clerk.

Mike Greenspan, Armando Herman and Spinster Candito each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CLOSED SESSION

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

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Closed Session.

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property:	220 N Hacienda Blvd; 8208-025-952
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Barrage Industrial, LLC
Under Negotiation:	Price and terms of payment

9.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Legacy Point LLC v. City of Industry, et al.
Los Angeles Superior Court Case No. 24STCV20043

Mayor Moss, recessed the meeting into Closed Session at 11:01 a.m.

Mayor Moss reconvened the meeting at 11:53 a.m.

City Attorney James M. Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, direction was given to the Agency Negotiators, no final action taken.

With regard to Closed Session Item No. 9.2, direction was given to the City Attorney's Office, no action taken.

Nothing further to report at this time.

ADJOURNMENT

This meeting will adjourn in the memory of Barbara "Bobbie" Seal. There being no further business, the City Council adjourned at 11:54 p.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

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 9:02 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION

Paul Spitzzeri, Museum Director at the Homestead Museum, provided an update along with slides showing recent events as well as mentioning the upcoming events that are scheduled. Mayor Moss thanked Paul Spitzzeri for his presentation and said the Tres Hermanos Conversation Authority very much enjoyed the recent tour of the ranch and found it very valuable.

CONSENT CALENDAR

Council Member Radecki recused himself from voting on check number 84602 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2025

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

6.2 CONSIDERATION OF RESOLUTION NO. CC 2025-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DONATIONS IN THE AMOUNT OF FORTY-SIX THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS AND TWENTY-EIGHT CENTS ($46,722.28) TO WORKMAN HIGH SCHOOL, USA BMX, AND THE GABRIEL FOUNDATION FOR THE COST OF HOSTING EVENTS AT THE EXPO CENTER

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-07.*

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ROADWAY ASSET SERVICES, LLC ("RAS"), TO PROVIDE FIELD DATA COLLECTION SERVICES FOR THE CITY'S PAVEMENT MANAGEMENT PLAN UPDATE, IN AN AMOUNT NOT-TO-EXCEED $60,843.00, THROUGH FEBRUARY 13, 2027 (MP 97-35 #1)

RECOMMENDED ACTION: *Approve the Professional Services Agreement with RAS.*

6.4 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRANICUS, LLC, FOR WEBSITE MAINTENANCE AND HOSTING, EXTENDING THE TERM THROUGH AUGUST 15, 2025, INCREASING COMPENSATION BY $7,414.73, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve Amendment No. 5.*

6.5 PRESENTATION OF THE ANNUAL FINANCIAL REPORTS FOR THE CITY OF INDUSTRY, YEAR ENDING JUNE 30, 2024

RECOMMENDED ACTION: Receive *and File the Annual Financial Reports for FY 2023-24.*

Armando Herman and Industry Indian each spoke for one minute in opposition of the Consent Calendar.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 84602 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1 DISCUSSION AND DIRECTION REGARDING CIVIC CENTER MASTER PLAN FOR LAND USE AND DEVELOPMENT

RECOMMENDED ACTION: Discuss and provide direction to Staff.

Doug Ewing, President of D.S. Ewing Architects, Inc., made a detailed presentation along with slides to the Council with multiple options for the master plan for land use and development, with a focus on the Memorial Garden area. The suggestions have been reviewed and approved by the Civic Center Design & Development Advisory Committee (CCDDAC) and today is to present these ideas, get the Councils direction and ask how best to move forward.

Direction was given to provide community feedback through an outreach program. Then an agreement was made to close Sotro Street yet keeping the name elsewhere within the area, and to bring back detailed cost estimates using different materials, for further discussion. Direction was given; no vote was necessary.

Council Member Marcucci thanked the CCDDAC for its hard work and complimented them for a job well done.

City Manager Josh Nelson thanked Manuel Perez, Chair of CCDDAC for being here today in the audience.

Armando Herman and Industry Indian each spoke for one minute in opposition to Item No. 7.1.

PUBLIC HEARINGS

8.1 INTRODUCTION AND CONSIDERATION OF ZONING CODE AMENDMENT NO. 24-08, AMENDING SECTION 17.04.010 (ZONES-CLASSIFICATIONS) OF CHAPTER 17.04 (GENERAL PROVISIONS) OF TITLE 17 (ZONING); AND AMENDING CHAPTER 17.22 (HOUSING OVERLAY ZONE) OF TITLE 17 (ZONING); AND ADDING CHAPTER 17.72 (AFFORDABLE HOUSING DENSITY BONUS), TO TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO IMPLEMENT THE CITY'S 2021-2029 HOUSING ELEMENT, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME, AND MAKE FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 834 and read by title only; and 2) Introduce Ordinance No. 834, an Ordinance of the City Council of the City of Industry, California, amending Section 17.04.010 (Zones-Classifications) of Chapter 17.04 (General Provisions) of Title 17 (Zoning); and amending Chapter 17.22 (Housing Overlay Zone) of Title 17 (Zoning); and adding Chapter 17.72 (Affordable Housing Density Bonus) to Title 17 (Zoning) of the City of Industry Municipal Code, to implement the City's 2021-2029 Housing Element, and adopt a Notice of Exemption regarding same, and making findings in support thereof

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

Mayor Moss opened the public hearing at 9.:47 a.m.

Mayor Moss asked if anyone from the staff or the public had comments or questions

Armando Herman and Industry Indian each spoke for one minute in opposition of Item No. 8.1.

Mayor Moss closed the public hearing at 9.:50 a.m.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL TO WAIVE THE READING OF ORDINANCE NO. 834 AND READ BY TITLE ONLY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER RADECKI TO INTRODUCE ORDINANCE NO. 834, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 17.04.010 (ZONES-CLASSIFICATIONS) OF CHAPTER 17.04 (GENERAL PROVISIONS) OF TITLE 17 (ZONING); AND AMENDING CHAPTER 17.22 (HOUSING OVERLAY ZONE) OF TITLE 17 (ZONING); AND ADDING CHAPTER 17.72 (AFFORDABLE HOUSING DENSITY BONUS) TO TITLE 17 (ZONING) OF THE CITY OF INDUSTRY MUNICIPAL CODE, TO IMPLEMENT THE CITY'S 2021-2029 HOUSING ELEMENT, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

CLOSED SESSION

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

Armando Herman and Industry Indian each spoke for one minute in opposition of Closed Session.

9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

9.2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation, pursuant to Government Code Section 54956.9(d)(2): Four potential cases

Mayor Moss, recessed the meeting into Closed Session at 9:54 a.m.

Mayor Moss reconvened the meeting at 10:44 a.m.

City Attorney James M. Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1 and 9.2, direction was given to the City Attorney's office, no final action taken.

Nothing further to report at this time.7

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Armando Herman spoke for one minute about his first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. He spoke about his opposition to government policies/leadership and provided documents for the record.

Industry Indian spoke for one minute about the City of Industry not having a video recording of the meetings like other cities do. He was told by Armando Herman that it was because of his skin color he could not get a copy.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:48 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 8:30 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Michael Greubel, Mayor Pro Tem
Steve Marcucci, Council Member
Mark Radecki, Council Member
Newell W. Ruggles, Council Member, arrived at 8:41 a.m.

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION

There were none.

CONSENT CALENDAR

Council Member Marcucci asked for a staff report on Item No.6.2 and 6.6.
Mayor Pro Tem Greubel asked for a staff report on Item No. 6.3.
Mayor Moss asked for a staff report on Item No. 6.4.
City Manager Nelson asked to pull Item No. 6.7 and stated we will bring back at the next meeting.
Council Member Ruggles asked for a staff report on Item No.6.10.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 13, 2025

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

Note was made by Mayor Moss to Ratify the Register of Demands for March 13, 2025, rather than Approve as stated on the agenda.

6.2. TERMINATION OF THE MAY 15, 2023 PROFESSIONAL SERVICES AND SOFTWARE AGREEMENT WITH OPENGOV, INC., AND CONSIDERATION OF A REVISED PROFESSIONAL SERVICES AND SOFTWARE AGREEMENT WITH OPENGOV

RECOMMENDED ACTION: *Approve the Agreement.*

Engineering Manager Mat Hudson provided a staff report on the Software Agreement with OpenGov, Inc. and recommends approving a revised Professional Services and Software Agreement with OpenGov who acquired Cartegraph Systems in which we have an agreement expiring on March 22, 2025. This revised agreement will combine the two sets of services for permanent licensing and asset management. This will be more efficient, and the cost will remain the same. In addition, they have agreed to have some onsite training which is not usually offered.

6.3. CONSIDERATION OF A LEASE BY AND BETWEEN THE CITY OF INDUSTRY AND PUENTE HILLS FORD, LLC

RECOMMENDED ACTION: *Approve the lease.*

City Manager Josh Nelson provided a staff report and recommended approving the lease. Since our last review of this lease, Ford has informed us of a couple of changes that were significant enough to bring back to the Council for approval. Ford wants to include space for painting vehicles and to have a body shop. In addition, they included in the lease, deferred environmental insurance which will be covered along with security, which they have been using AI successfully

City Manager Josh Nelson stated that late last night Ford provided a list of inventories that they will bring in and what they plan on taking out at the time of existing the facility.

Assistant City Attorney Bianca Sparks stated these are the standard requirements that the City imposes on all leases and license agreements, so they have agreed to our standard provisions for insurance.

Mayor Moss asked about the AI security and questioned if there should be an issue down the road, that we could make changes. City Manager Josh Nelson indicated that this lease would give authority to the City Manager to make any changes.

6.4. CONSIDERATION OF RESOLUTION CC 2025-09 - CANCELLING THE JUNE 3, 2025, GENERAL MUNICIPAL ELECTION AND PROVIDING FOR THE APPOINTMENT TO THE OFFICE OF COUNCIL MEMBER

RECOMMENDED ACTION: Staff recommends that the City Council adopt Resolution CC 2025-09, appointing Michael Greubel and Steve Marcucci to four-year terms; and cancelling the June 3, 2025, General Municipal Election.

City Clerk Julie Gutierrez-Robles provided a staff report on Resolution No. CC 2025-09, appointing Michael Greubel and Steve Marcucci to the City Council for four-year terms and canceling the June 3, 2025, General Municipal Election. She was available to answer any questions.

6.5. CONSIDERATION OF A LICENSE AGREEMENT WITH THE CITY OF LA PUENTE, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8208-025-943, FOR A COMMUNITY EVENT

RECOMMENDED ACTION: Approve the License Agreement

6.6. CONSIDERATION OF THE 2024 HOUSING ELEMENT ANNUAL PROGRESS REPORT

RECOMMENDED ACTION: Receive and file the Housing Element Annual Progress Report for 2024, and direct Staff to transmit copies to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation no later than April 1,2025, as required by State law.

Development Services Manager, Kathy Tai provided a staff report on the 2024 Housing Element Annual Progress Report and was available to answer any questions.

6.7. CONSIDERATION OF A PUBLIC HEALTH SERVICES CONTRACT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC HEALTH SERVICES

RECOMMENDED ACTION: *Approve the Agreement.*

This item was pulled from the agenda by City Manager Josh Nelson, and said it will be brought back at the next meeting.

6.8. CONSIDERATION OF AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIMARK ASSOCIATES, INC., FOR THE METROLINK SOLAR AND ELECTRICAL VEHICLES CHARGER FACILITY, EXTENDING THE TERM THROUGH MARCH 31, 2028, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $91,639.50 (MP 06-18 #10)

RECOMMENDED ACTION: *Approve the Amendment*

6.9. CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH VERDANTAS INC., TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING, EXTENDING THE TERM THROUGH FEBRUARY 27, 2028, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION IN THE AMOUNT OF $200,000.00

RECOMMENDED ACTION: *Approve the Amendment*

6.10. CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL, LLC., FOR GRAZING SERVICES AT TONNER CANYON, EXTENDING THE TERM THROUGH FEBRUARY 28, 2027, AND INCREASING COMPENSATION BY $370,500.00 (MP 00-20)

RECOMMENDED ACTION: *Approve the Amendment.*

Sean Calvillo, Director of Operations with CNC Engineering, provided a staff report on the grazing services at Tonner Canyon. Sage Environmental has been providing these fuel reduction services through the use of 200 provided goats. Council Member Ruggles asked if these goats were limited to Tonner Canyon and suggested they could be used at Industry Hills.

City Manger Josh Nelson said yes, we could if needed, but it would require changing the amendment and resubmitting at a later meeting, or we can create an additional amendment later as needed.

6.11. CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSPORTATION & ENERGY SOLUTIONS, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES, EXTENDING THE TERM THROUGH MARCH 28, 2028, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $250,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

There were no public comments.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE CONSENT CALENDAR, WITH AMENDING THE RECOMMENDED ACTION ON ITEM NO. 6.1 TO "RATIFY" AND EXCLUDING ITEM NO. 6.7. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1. CONSIDERATION OF A RESOLUTION APPROVING DEVELOPMENT PLAN APPLICATION NO. 24-02, ALLOWING A 24,792 SQUARE FOOT ADDITION TO AN EXISTING WAREHOUSE AND MANUFACTURING BUILDING, LOCATED AT 15051 DON JULIAN ROAD, CITY OF INDUSTRY, CALIFORNIA, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME, AND MAKINGFINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: *Because the Project complies with the development standards of the City's Code, does not pose a significant impact on the environment, and satisfies the required findings outlined in Resolution No. CC 2025-10, Staff recommends that the City Council: 1) Adopt Resolution No. CC 2025-10 approving Development Plan No. 24-02, with the Standard Requirements and*

Conditions of Approval contained in the Resolution and Notice of Exemption regarding same.

Council Member Ruggles asked for a staff report.

Contract Associate Planner Eduardo Manriquez provided a staff report on the Development Plan and was available to answer any questions.

There were no public comments.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2025-10, APPROVING DEVELOPMENT PLAN NO. 24-02, WITH THE STANDARD REQUIREMENTS AND CONDITIONS OF APPROVAL CONTAINED IN THE RESOLUTION AND NOTICE OF EXEMPTION REGARDING SAME. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARINGS - NONE

CLOSED SESSION

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

9.1. 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

9.2. *CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION*
Pursuant to Government Code Section 54956.9(d)(1)
Case*: City of Industry v. Cubeworks.com.,et al.*
Superior Court of California, County of Los Angeles
East District, West Covina Courthouse Case No. 20PSCV00797

9.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property: 1	Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013- 908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012-271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276, (portion of) 8262-015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905,8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

9.4. 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

9.5. 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

9.6. 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

9.7. 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

Mayor Moss, recessed the meeting into Closed Session at 9:03 a.m.

Mayor Moss reconvened the meeting at 11:21 a.m.

City Attorney James M. Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, 9.4, 9.5, and 9.6, direction was given to the City Attorney's office, no final action taken.

With regard to Closed Session Item No. 9.2, direction was given to Legal Counsel's office, no final action taken.

With regard to Closed Session Item No. 9.3, direction was given to the Agency Negotiators, no final action taken.

Item No. 9.7, was not discussed as it was a duplicate of Item No. 9.1.

Nothing further to report at this time.

CITY MANAGER REPORTS

City Manager Josh Nelson stated that he met with the Ad hoc committee to review the firework applications for this year. We are currently looking closely at the non-profit stipulations to our code, to be sure they are each still in compliance. Each application must supply proof that they are providing a benefit to our district High Schools. Trivia question of the day; how many high school districts touch a portion of the City of Industry? Answer, 8.

AB 1234 REPORTS

Mayor Moss stated that in representing the City and Foothill Transit, she went to Washington D.C. and met with multiple Congress members. Mayor Pro Tem Greubel added that he too went to Washington D.C. representing the City of Industry and thanked Kevin Jones for his support. The subject of earmarks was not finalized, and we do not know yet about the funding. City Manager Josh Nelson stated that as of a recent update, there will be no funding, but we can potentially apply again next year. All stated it was a busy and successful week.

CITY COUNCIL COMMUNICATIONS

Mayor Moss congratulated both Michael Greubel and Steve Maruccci for another four years of continued service with City Council.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:28 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Cory C. Moss, Mayor
Michael Greubel, Mayor Pro Tem
Steve Marcucci, Council Member
Newell W. Ruggles, Council Member

ABSENT: Mark Radecki, Council Member

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATION – San Gabriel Valley Council of Government 57/60 Freeway Project

Senior Project Manager, Rene Coronel with San Gabriel Valley Council of Governments (COG) provided an overview and update, along with slides, of the 5-year 57/60 Freeway Project. He answered questions from both Council Member Ruggles and Marcucci regarding the demolition of the old bridge, the schedules and public notifications for closing the freeways. Mayor Moss thanked the COG for their collaboration these past four years and stated it has been a long time coming. The bridge project should start late this year.

Mayor Moss recognized and thanked several agencies and partners for their coordinated response to a recent homeless outreach and cleanup effort. In addition, the teams worked to provide temporary shelter and supportive services for individuals experiencing

homelessness while longer term solutions were explored. Mayor Moss distributed certificates of appreciation to a large crowd of participants in the audience.

Mayor Moss recessed the meeting at 9:33 am. to take pictures outside.

Mayor Moss reconvened the meeting at 9:41 am.

CONSENT CALENDAR

Mayor Moss asked for a staff report on Item Nos. 6.2 and 6.3.

City Manager Josh Nelson asked to pull Item No. 6.4. This item will most likely be returned to the next meeting. He also asked to provide information on Item Nos. 6.7 and 6.8 which are related to each other.

Council Member Ruggles asked for a staff report on Item Nos. 6.5, 6.6 and 6.10.

CONSENT CALENDAR

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR APRIL 24, 2025

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

6.2. CONSIDERATION OF RESOLUTION NO. CC 2025-12– 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 TWENTY THOUSAND DOLLARS ($20,000.00), FOR ITS HOMELESS PROGRAMS

RECOMMENDED ACTION: Approve Resolution CC 2025-12.

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

6.3. CONSIDERATION OF RESOLUTION NO. CC 2025-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO PACIFIC CREST YOUTH ARTS ORGANIZATION, IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00), FOR THE PACIFIC CREST OUTREACH PROGRAM

RECOMMENDED ACTION: *Approve Resolution CC 2025-13.*

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

6.4. CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1528, ANNUAL PAVEMENT REHABILITATION FY 23, TO ALL AMERICAN ASPHALT IN AN AMOUNT NOT TO EXCEED $6,580,357.50 AND ADOPT NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *Award the contract to All American Asphalt, in the amount of $6,580,357.50.*

Michael Mahler representing Sequel Contractors, Inc., and the lowest bidder for this project, spoke to the Council and thanked them for pulling this item today from the agenda. City staff rejected our bid based on an acknowledgement issue that was not properly notarized, along with the second lowest bidder. This seems like a possible mis-interruption and very irregular. I have sent a letter to the staff and I am glad this is open for a re-bid.

6.5. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1439, SAN JOSE RECONSTRUCTION FROM 500 FEET WEST OF NOGALES STREET TO 500 FEET WEST OF CHARLIE ROAD, FOR AN ESTIMATED COST OF $5,397,000.00 (MP 08-09)

RECOMMENDED ACTION: *Approve the plans and specifications and authorize the solicitation of the public bids.*

Senior Director of Engineering James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

6.6. CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1531, GRAND AVENUE SLOPE RECONSTRUCTION AND PAVEMENT REHABILITATION FROM BAKER PARKWAY TOFERRERO PARKWAY, TO SOL CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED $1,876,542.00, AND ADOPT A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *Award the contract to Sol Construction Inc., in an amount not to exceed $1,876,542.00, and adopt a Notice of Exemption regarding same.*

Senior Director of Engineering James Cramsie, from CNC Engineering, provided a staff report.

Council Member Ruggles asked if Sol Construction Inc. had worked for the City before, of which James Cramsie said no, but said he was very confident of this organization.

6.7. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES, TO PROVIDE ENVIRONMENTAL DESIGN SERVICES, FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT, IN AN AMOUNT NOT-TO-EXCEED $757,200.00, THROUGH FEBRUARY 28, 2027

RECOMMENDED ACTION: *Approve the Amendment.*

City Manager Josh Nelson stated that we have recently received a grant of $2 million for this Follows Camp project. The City has been funding this up until now. Josh Nelson provided a staff report on the environmental design services for the Follows Camp ecological design. A handout was provided to the Council Members, and a correction was made to the agenda. The agenda states this item as an agreement when it should be stated as an amendment (Amendment No. 9).

6.8. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC., TO PROVIDE STRUCTURAL ENGINEERING DESIGN SERVICES, FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT, IN AN AMOUNT OF $363,900.00, THROUGH FEBRUARY 28, 2027

RECOMMENDED ACTION: *Approve the Amendment.*

City Manager Josh Nelson provided a staff report on the structural engineering design services for the Follows Camp ecological design and implementation project. A handout was provided to the Council Members and a correction was made to the agenda. The agenda states "Approve the Amendment" when it should be stated as "Approve the Agreement". Josh Nelson was available to answer any questions

6.9. CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC., FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, EXTENDING THE TERM THROUGH APRIL 30, 2028, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $400,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

6.10. CONSIDERATION OF A PUBLIC HEALTH SERVICES CONTRACT WITH THE COUNTY OF LOS ANGELES FOR PUBLIC HEALTH SERVICES

RECOMMENDED ACTION: *Approve the Agreement.*

City Manager Josh Nelson introduced two Los Angeles Public Health Services Supervisors, to review the services provided for public health. The County's Board of Supervisors approved a revised Agreement on October 22, 2024, and now requires cities that wish to continue receiving County public health services to enter into a revised Agreement.

The proposed agreement continues to authorize the County to provide existing services and enforce public health laws within the City. The new Agreement will remain in effect through June 30, 2029, and will automatically renew for consecutive five-year terms unless either party provides written notice of termination at least 180 days before July 1 of any given year.

Ken Calvo, Facility Administrator at El Encanto Healthcare Center, as a point of reference spoke regarding public health services and the fees associated with the County of Los Angeles. El Encanto pays an additional and extreme cost of $234,000.00 per year in supplemental fees simply for being in the county of Los Angeles. Orange County and other surrounding areas do not have this additional fee.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR WITH ITEM NO. 6.4 PULLED AND THE LANGUAGE CHANGED ON ITEM NOS. 6.7 AND 6.8. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

Mayor Moss if there were no objections from the Council, that we postpone Action Items, Item Nos. 7.1 and 7.2, until after Closed Session. There were no objections.

PUBLIC HEARINGS-NONE

CLOSED SESSION

Mayor Moss pulled Item No. 9.6 from the agenda. This item is no longer needed.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Closed Session.

Assistant City Attorney Brianca Sparks, recused herself, Jamie Casso and the law firm of Casso & Sparks LLP from Item No. 9.5, due to a financial conflict of interest and left the Council Chamber at 10:20 a.m.

Mayor Pro Tem Greubel, recused himself from Item No. 9.5, due to a financial conflict of interest and left the Council Chamber at 10:20 a.m.

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

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012-271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276, (portion of) 8262-015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905,8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company

Under Negotiation: Price and terms of payment

9.2. 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

9.3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) Two potential case

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

9.5. *CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION*
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cruz v. Radecki, et al
Case No.: Los Angeles Superior Court Case No. 24STCV16690

9.6. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(1) One potential case

Mayor Moss, recessed the meeting into Closed Session at 10:20 a.m.

Mayor Moss reconvened the meeting at 11:49 a.m.

Assistant City Attorney Bianca Sparks reported out of Closed Session. All members of the Council were present except for Council Member Radecki.

For the record Assistant City Attorney Bianca Sparks and Mayor Pro Tem Greubel returned to the Chamber at 10:45 a.m. and did not participate in Item No. 9.5.

With regard to Closed Session Item Nos. 9.1, no final action taken.

With regard to Closed Session Item No. 9.2 direction was given to City Attorney's office and staff, no final action taken.

With regard to Closed Session Item No. 9.3 and 9.4, no action taken.

City Manager, Josh Nelson, reported out of Closed Session Item No. 9.5, direction was given, no final action taken.

Item No. 9.6 was pulled from the agenda and was not discussed.

Nothing further to report.

ACTION ITEMS

7.1. INTRODUCTION AND CONSIDERATION OF ORDINANCE NO. 835 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REPEALING ORDINANCE NO. 823 AND APPROVING AN ADJUSTMENT TO THE MONTHLY COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 835 and read by title only; and 2) Introduce Ordinance No. 835 an ordinance of the city council of the city of industry, California, repealing ordinance No. 823 and approving an adjustment to the monthly compensation for the members of the City Council.

City Manager Josh Nelson stated that under state law we are allowed to approve adjustments to the monthly compensation for the City Council at a maximum rate of 5% per year. With no compensation for last year being made we are proposing 10%, which is about the same.

Mayor Moss asked if a review of other cities in the area was done and if we are approximately at the same rate. City Manager Nelson confirmed that a review was done, and we are comparable to other cities nearby. The monthly compensation cannot be applied until after the certification of the next general election, therefore it will not take effect until after June.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY MAYOR PRO TEM GREUBEL TO WAIVE THE READING OF ORDIANCE NO. 835 AND READ BY TITLE ONLY. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR MOSS TO INTRODUCE ORDINANCE NO. 835, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REPEALING ORDINANCE NO. 823 AND APPROVING AN ADJUSTMENT TO THE MONTHLY COMPENSATION FOR THE MEMBERS OF THE CITY COUNCIL. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

7.2. CONSIDERATION OF AN AGREEMENT WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT FOR THE TONNER CANYON SOUTH VEGETATION MANAGEMENT PROGRAM

RECOMMENDED ACTION: *Provide direction to Staff.*

City Manager Josh Nelson stated that last year we discussed a Vegetation Management Program Aka "A Controlled Burn", at Tonner Canyon. Due to the recent fires in Los Angeles, the L.A. County came to us with a request to proceed with this task at no cost to the City. They are asking us to sign a Permit to Enter Property and start getting prepared by way of prepping trails, etc., so when the timing is right, based on whether, they could perform this event with short notice. We are hoping to complete this project within the next month or two.

Conversation ensued amongst the Council Members, Assistant Attorney Sparks and Staff regarding the agreement, insurance and City Manager Josh Nelson said in the interest of time, and while working on the final language on the agreement, we may want to sign off on the Permit to Enter as this is a good incentive for the City, by being at no cost. Assistant Attorney Bianca Sparks stated she has added standard language to the contract regarding insurance. The Council agreed to authorize the City Manager to revise the agreement as needed to allow some level of protection for the City at the discretion of the City Attorney's Office.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MARCUCCI TO SIGN THE PERMIT TO ENTER PROPERTY FORM AND AUTHORIZE THE CITY MANAGER TO REVISE THE AGREEMENT AS NEEDED TO ALLOW SOME

LEVEL OF PROTECTION FOR THE CITY AT THE DISCRETION OF THE CITY ATTORNEY'S OFFICE. . MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY MANAGER REPORTS

City Manager Josh Nelson reminded everyone that last year we aligned all our board members' expiration dates from varies commissions to expire at the same time. We have already renewed two City Council members, Michael Greubel and Steve Marcucci. This summer several other Board Members are expiring, and the City Clerk will be posting and emailing everyone with notices and applications.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss stated that she attended the Del Haven Staff Appreciation dinner last night. Tim Seal had wonderful things to say about the City and our ongoing relationship. They presented us with a plaque that will be put up at City Hall.

PUBLIC COMMENTS

There were no public comments. Speaker cards were left behind from Mike Greenspan and Armando Herman, but they were no longer available in the Council Chamber

ADJOURNMENT

There being no further business, the City Council adjourned at 12:05 p.m.

_____
CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS – NATIONAL PUBLIC WORKS WEEK

Engineering Manager Mat Hudson announced that May 18th through May 24th has been proclaimed as National Public Works Week through the American Public Works Association (APWA). This year the theme is: People, Purpose and Presence. He then provided recognition to three members of the Road Maintenance Crew for their hard work and service with road maintenance. Robert Una, Neil Richardson and Chris Hernandez were each given proclamations and pictures were taken.

Mayor Pro Tem Greubel thanked the workers for their hard work and said they were very much appreciated and to stay safe!

CONSENT CALENDAR

Council Member Ruggles asked for a staff report on Item Nos. 6.3, 6.4, 6.5, and 6.7.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR MAY 22, 2025

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

6.2. CONSIDERATION OF THE MINUTES OF THE MAY 23, 2024 REGULAR MEETING, OCTOBER 31, 2024 SPECIAL MEETING, JANUARY 23, 2025 REGULAR MEETING, FEBRUARY 27, 2025 SPECIAL MEETING, FEBRUARY 27, 2025 REGULAR MEETING, AND APRIL 10, 2025 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

6.3. CONSIDERATION OF RESOLUTION NO. CC 2025-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AN AGREEMENT FOR DESIGN-BUILD SERVICES WITH PROGRESSIVE TRAIL DESIGN LLC, FOR THE DESIGN AND CONSTRUCTION OF A MOUNTAIN BIKE TRAIL AT INDUSTRY HILLS

RECOMMENDED ACTION: Adopt the Resolution.

City Manager Josh Nelson provided a staff report and Director of Public Works Mat Hudson provided additional information. Both were available to answer any questions.

6.4. CONSIDERATION OF RESOLUTION NO. CC 2025-21 - JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, AND THE CITY COUNCIL OF THE CITY OF INDUSTRY, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY KNOWN AS ANNEXATION 2023-19 TO THE CITY OF INDUSTRY

RECOMMENDED ACTION: Adopt the Resolution.

Development Services Manager Kathy Tai provided a staff report on the Negotiated Exchange of Property Tax Revenue pertaining to the property located at 184 South 6th Avenue and 14436 Valley Boulevard in proposing the development of a new building which

will replace six existing buildings situated in the City of Industry and incorporated Los Angeles County ("LAFCO"). Kathy Tai was available to answer any questions.

6.5 CONSIDERATION OF A FOURTH AMENDMENT TO THE OFFICE LEASE WITH BANK OF AMERICA, NATIONAL ASSOCIATION, TO AMEND THE OFFICE LEASE FOR THE PROPERTY LOCATED AT 150 NORTH HACIENDA BOULEVARD, TO EXTEND THE TERM THROUGH FEBRUARY 28, 2031; AMEND THE LEASE RENT; GRANT ONE ADDITIONAL OPTION TO EXTEND; AND MAKE SUCH OTHER MODIFICATIONS TO THE LEASE

RECOMMENDED ACTION: *Approve the Amendment.*

Assistant City Manager Bing Hyun provided a staff report on the fourth amendment which will establish the rent amount per month payable to the first day of each month. Bank of America shall continue to be responsible for fuel, gas, oil, heat, water, electricity and power and other utilities.

Bing Hyun said that Bank of America has asked for the deadline to be extended to July 12, 2025, due to their corporate office not being able to supply all the necessary paperwork on time. They requested City Manager Josh Nelson to execute a letter, approved by the City Attorney, to have this extension approved.

Council Member Ruggles asked if the 2% increase was per year and who took care of the outside planters, trees and lighting. City Manager Josh Nelson indicated that the 2% was for the entire 5-year extension of term. The bank is only responsible for the planter outside near the ATM machines. The City is responsible for the rest of the planters, trees and outside lighting.

6.6 SECOND READING AND ADOPTION OF ORDINANCE NO. 836 OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 10.40.010 (SPEED LIMITS ON CITY STREETS) OF CHAPTER 10.40 (SPEED LIMITS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *1) Adopt Ordinance No. 836, an Ordinance of the City Council of the City of Industry, California, Amending Section 10.40.010 (Speed Limits on City Streets) of Chapter 10.40 (Speed Limits) of Title 10 (Vehicles and Traffic) of the City of Industry Municipal Code, and adopting a notice of exemption regarding same.*

6.7. CONSIDERATION OF APPLICATIONS TO SELL SAFE AND SANE FIREWORKS IN THE CITY

RECOMMENDED ACTION: Approve the list of applicants to sell safe and sane fireworks beginning June 28, 2025, and ending July 5, 2025, as conditioned.

City Manager Josh Nelson stated for the record that a Ad hoc Committee was created to review the applications. Twelve (12) were received, with 7 complying, 4 having some issues with the tax-exempt status and 1 didn't provide a meeting location. It is our recommendation to approve all of these and move forward with the process. Should anything change, we will bring back to the Council. The intent is to help everyone out this year and tighten up the code for next year.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COUNCIL MEMBER MARCUCCU, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE CONSENT CALENDAR WITH THE AMENDMENT TO ITEM NO. 6.5. AUTHORIZING THE CITY MANAGER TO EXECUTE THE LETTER APPROVED BY THE CITY ATTORNEY'S OFICE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS-NONE

9. CLOSED SESSION

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

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Closed Session.

9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012-271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012-275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015-901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008-270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

9.2. 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

9.3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property:	8208-027-900, 901, 902, 906, 907, and 918
Agency Negotiators:	Joshua Nelson, City Manager; James M. Casso, City Attorney
Negotiating Parties:	El Encanto Healthcare & Habilitation Center
Under Negotiation:	Price and terms of payment

Mayor Moss, recessed the meeting into Closed Session at 9:38 a.m.

Mayor Moss reconvened the meeting at 11:19 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 91, and 9.3, direction was given to the Agency Negotiators, no final action taken.

With regard to Closed Session Item Nos. 9.2. direction was given to City Attorney's office, no final action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

Mayor Pro Tem Greubel mentioned that he and Mayor Moss went to the California Contract Cities Association in Indian Wells. It was a very interesting time. They attended presentations and multiple seminars that were very informative. Each spoke about their experience, meetings and who they met .

Mayor Moss then went to Washington DC with Foothill Transit for the American Public Transportation Association Conference and meet with may representatives.

CITY COUNCIL COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Speaker cards from Mike Greenspan and Armando Herman were present but they were no longer in the Council Chambers.

There were no public comments.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:24 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

OATH OF OFFICE

City Clerk Julie Gutierrez-Robles administered the Oath of Office to two re-appointed Council Members, Steve Marcucci and Michael Greubel.

CONSENT CALENDAR

Council Member Radecki recused himself from voting on check #85316 for Item No. 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

City Manager Josh Nelson asked to pull Item No. 6.5 from today's agenda. This item will return at the next meeting.

Council Member Marcucci asked for a staff report on Item Nos. 6.4, 6.6, 6.7, and 6.10. Council Member Ruggles asked for a staff report on Item Nos. 6.3, 6.8, 6.9.

CONSENT CALENDAR

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 12, 2025

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

6.2. CONSIDERATION OF THE MINUTES OF THE MAY 8, 2025 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

6.3. CONSIDERATION OF CHANGE ORDER NO. 4, CLOSEOUT CHANGE ORDER NO. 5, AND NOTICE OF COMPLETION FOR CONTRACT NO. CITY-1511, 2023 ANNUAL SLURRY SEAL, WITH DOUG MARTIN CONTRACTING COMPANY, INC.

RECOMMENDED ACTION: Approve and execute Change Order Nos. 4 & 5, and authorize the Public Works Director to execute the Notice of Completion.

Engineering Manager, Mat Hudson, provided a staff report regarding Change Order Nos. 4 & 5, and was available to answer any questions.

6.4. CONSIDERATION OF AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH JEFF PARRIOTT PHOTOGRAPHIC SERVICES FOR HISTORICAL PHOTOGRAPHIC SERVICES

RECOMMENDED ACTION: Approve the Amendment.

Development Services Manager Kathy Tai provided a staff report on the historical photographic services provided by Jeff Parriott Photographic Services. Council Member Ruggles asked how long we have been on the project and for an explanation of the ongoing cost. Paul Spitzzeri, Museum Director of the Homestead Museum came to the podium with both explanations of the work already done and the timeframe of what is still needed to complete. Council Member Ruggles suggested some of this work could be done by staff and maybe there are other options that would not be as costly. City Manager

Josh Nelson indicated that we could look more closely into these questions and come back with more details.

6.5. CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES, FOR PROPERTY AND CASUALTY CLAIMS ADMINISTRATION SERVICES EXTENDING THE TERM THROUGH JUNE 30, 2028, INCREASING COMPENSATION BY $150,000.00, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve Amendment No. 1.*

This item was pulled from the agenda.

6.6. CONSIDERATION OF AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH PACIFIC UTILITY INSTALLATION, INC., FOR THE OPERATION AND MAINTENANCE OF THE CITYWIDE STREETLIGHT SYSTEM AND OTHER CITY FACILITIES, EXTENDING THE TERM THROUGH JUNE 30, 2028, REVISING THE RATE SCHEDULE AND INCREASING COMPENSATION BY $400,000.00 (MP 02 05 #6)

RECOMMENDED ACTION: *Approve the Amendment.*

Dev Birla, Operations Manager at CNC Engineering, provided a staff report regarding the maintenance of the citywide streetlight system and was available to answer any questions.

6.7. CONSIDERATION OF RESOLUTION NO. CC 2025-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2024-35, AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND CITY ELECTED AND APPOINTED OFFICIALS FOR FISCAL YEAR 2025-2026

RECOMMENDED ACTION: *Adopt Resolution CC 2025-18.*

Director of Finance, Yamini Pathak provided a staff report regarding adopting a new salary range schedule for city employees and elected/appointed officials. She was available to answer any questions.

6.8. CONSIDERATION OF RESOLUTION NO CC 2025-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING THE CREATION OF A CITY OPERATING RESERVE FUND, SPECIAL REVENUE

OPERATING RESERVE, ENTERPRISE FUND OPERATING RESERVE, AND A CITY CAPITAL IMPROVEMENT RESERVE FUND, AND AUTHORIZING CERTAIN APPROPRIATIONS TO THE VARIOUS FUNDS

RECOMMENDED ACTION: *Adopt Resolution No. CC 2024-20.*

Director of Finance, Yamini Pathak provided a staff report regarding the creation of multiple reserve funds so as to appropriate monies between accounts as necessary to serve the needs of the City. Yamini Pathak was available to answer any questions.

6.9. CONSIDERATION OF RESOLUTION NO. 2025-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2025-2026 OPERATING BUDGET AND FISCAL YEAR 2025 – 2026 CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-19.*

Director of Finance, Yamini Pathak provided a staff report regarding the City's fiscal year 2025-2026 operating budget and capital improvement program budget. Yamini Pathak was available to answer any questions.

6.10. CONSIDERATION OF A LICENSE AGREEMENT AND LOAN AGREEMENT WITH PUENTE HILLS AUTO CENTER ASSOCIATION

RECOMMENDED ACTION: *1. Approve the License Agreement and 2. Approve the Loan Agreement.*

City Manager Josh Nelson provided a detailed staff report along with slides regarding a new license agreement and loan agreement with Puente Hills Auto Center Association for electronic signs. This association is newly formed and consists of all the auto dealers within the city except for one. This dealership could still join in at some point.

Josh Nelson introduced Mike Gilligan, President of the Association to speak to the Council.

Mike Gilligan stated that the members of the association are meeting monthly, and we have a great team of dealers with a lot of experience. This is an opportunity to develop our location in shopping for automobiles. We are just getting started but we have many grand plans which will move us more into the general media and thanked the Council for their consideration.

Mayor Cory Moss commented on the volume of work involved with putting this together and how instrumental the IBC was in this process.

Conversation ensued regarding multiple issues such as property, easements, grants and restrictions of advertising, etc.

City Manager Josh Nelson recommends approving both agreements and authorize the City Manager and the City Attorney to make non-substantive changes to the two agreements as needed prior to execution and take any actions needed to fully effectuate the agreement.

There were no public comments.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCI MEMBER MARCUCCI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 85316 ON ITEM 1 (REGISTER OF DEMANDS) AND TO EXCLUDE ITEM NO. 6.4 AND ITEM NO. 6.5. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1. CONSIDERATION OF A RESOLUTION APPROVING A MITIGATED NEGATIVE DECLARATION WITH A MITIGATION MONITORING PROGRAM, AND A RESOLUTION APPROVING DEVELOPMENT PLAN APPLICATION NO. 22-05, TO ALLOW A 109,423 SQUARE-FOOT EXPANSION TO AN EXISTING 558,737 SQUARE-FOOT INDUSTRIAL BUILDING, ALONG WITH OTHER ASSOCIATED SITE IMPROVEMENTS, AND THE REMOVAL OF AN EXISTING SOLAR FARM AND TRUCK PARKING AREA, FOR THE PROPERTY LOCATED AT 20701 CURRIER ROAD, CITY OF INDUSTRY, CALIFORNIA

RECOMMENDED ACTION: 1) Adopt Resolution No. CC 2025-24 approving the IS/MND and notice of determination regarding same; and 2) Adopt Resolution No. CC 2025-25 approving Development Plan No. 22- 05 with the Standard Requirements and Conditions of Approval.

Contract Senior Planner, Eduardo Manriquez, provided a staff report and then introduced Danielle Ornelas, Senior Environmental Planner with CASC Engineering and Consulting, Inc., who provided more information and details on the project along with a brief overview of two comment letters that were received by the City. One was from the Coalition for Responsible Equitable Economic Development Los Angeles (CREED LA). The other comment letter was received from the Supporters Alliance for Environmental Responsibility (SAFER). Both comment letters believe that the proposed Initial Study/Mitigated Negative Declaration (IS/MND) is flawed and that an Environment Impact Report (EIR) should be prepared for the Project. Staff has reviewed the comments and does not agree with the commenters' statements that an EIR must be prepared to analyze the impacts associated with the proposed Project. Staff believe the Draft IS/MND provides substantial evidence that implementation of the proposed Project would not create significant and unavoidable environmental impacts. Staff's response to the comment letters is attached to the Draft IS/MND.

Eduardo Manriquez mentioned that a third letter was received on June 9, 2025, and a fourth letter received today on June 10th, by the City, reiterating their stance of their opposition.

Danielle Ornelas, Senior Environmental Planner with CASC Engineering and Consulting, Inc., read a summary of the comments received, along with responses from CASC, recognizing that these comments made no impact on the project and no changes deemed necessary.

Contract Senior Planner, Eduardo Manriquez said based on this analysis, staff recommends that the Council adopt these resolutions.

Conversation ensued amongst Council Members, City Manager Josh Nelson, and Contract Senior Planner, Eduardo Manriquez regarding the removal of an existing solar farm and the truck traffic mitigation and all questions were sufficiently answered.

Mayor Moss indicated that she had four speaker cards for this item.

1. Andrew Graft with Adams Broadwell Joseph & Cardozo, Attorneys at Law spoke on behalf of Creed LA and expressed his opposition of this project without an EIR due to exposure to toxic air and the human health impact.
2. Katelyn Boone spoke in opposition and said it limits the opportunities to local residents.
3. Sacks Drousterous with CREED LA said without the EIR this does not address the public health risks due to the huge number of trucks creating air pollution and the risks of cancer.
4. Jasmine Serta living in a Christian home nearby said projects like this should be given to local communities to participate.

Mayor Moss asked how this was posted for the public.

Assistant City Manager Bing Hyun stated it was posted on the state website for 20 days.
Mayor Cory Moss asked the Attorneys if they had comments. Assistant Attorney Bianca Sparks deferred to the Consultant since they did the CEQA studies.
Eduardo Manriquez stated in addition to the state website it was posted at the City Hall front counter and the city website.
Consultant Danielle Ornelas, Senior Environmental Planner with CASC Engineering and Consulting, Inc., said they have complied with all the rules.

MOTION BY COUNCIL MEMBER MARCUCCI, AND SECOND BY MAYOR PRO TEM GREUBEL TO ADOPT RESOLUTION NO. CC 2025-24 APPROVING THE IS/MND AND NOTICE OF DETERMINATION REGARDING SAME. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER MARCUCCI TO ADOPT RESOLUTION NO. CC 2025-25 APPROVING DEVELOPMENT NO. 22-05 WITH THE STANDARD REQUIREMENTS AND CONDITIONS OF APPROVAL. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	MARCUCCI, RADECKI, RUGGLES, MPT/GREUBEL, M/MOSS
NOES:	COUNCIL MEMBERS:	NONE

ABSENT	COUNCIL MEMBERS:	NONE
ABSTAIN	COUNCIL MEMBERS:	NONE

7.2. CONSIDERATION OF APPOINTMENT FOR TWO (2) VACANT SEATS ON THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

RECOMMENDED ACTION: Discuss and make appointments to the Industry Property and Housing Management Authority, and/or provide additional direction to Staff.

City Manager Josh Nelson asked to pull this item from today's agenda. This item will return at the next meeting.

7.3. CONSIDERATION OF APPOINTMENT OF THREE (3) VACANT SEATS ON THE CIVIC RECREATIONAL INDUSTRIAL AUTHORITY BOARD

RECOMMENDED ACTION: Discuss and make appointments to the Civic Recreational Industrial Authority Board, and/or provide additional direction to staff.

There were no public comments.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER MARCUCCI TO RE-APPOINT THE THREE SITTING MEMBERS (BENAVIDEZ, LEE AND MCPEAK) TO THE CRIA BOARD. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARINGS-NONE

CLOSED SESSION

There were no public comments.

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

9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8 Property:

1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015- 901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008- 270, 8263- 008-271, 8263-008-904 and 8263-027- 270

Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

9.2. 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

Mayor Moss, recessed the meeting into Closed Session at 10:37 a.m.

Mayor Moss reconvened the meeting at 11:31 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, direction was given to the Agency Negotiators, no final action taken.

With regard to Closed Session Item No. 9.2., direction was given to City Attorney's office, no final action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

City Manager Josh Nelson informed the Council that he was going on vacation and Bing Hyun and Sam Pedroza would be available in his absence.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Cory Moss spoke of the experience in observing the control burn at Tonner Canyon. It was incredible to watch. Also, she and Mayor Pro Tem Greubel attended the La Puente Pride Event which had a good showing and was very well done. Mayor Moss then congratulated Steve Marcucci and Michael Greubel for their re-appointment of four more years to serve on the City Council.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:38 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; (arrived at 9:27 a.m.) Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Council Member Radecki recused himself from voting on check #85408 for Item No. 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

Council Member Ruggles asked for a staff report on Item Nos. 6.2, 6.3, 6.4, 6.6, 6.9, 6.10, 6.14, 6.15, 6.16.

CONSENT CALENDAR

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR JUNE 26, 2025

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

6.2. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH PRINCE GLOBAL SOLUTIONS, LLC, FOR LOBBYING SERVICES AT THE FEDERAL LEVEL, IN AN AMOUNT NOT-TO-EXCEED $250,000.00, THROUGH JUNE 30, 2028

RECOMMENDED ACTION: Approve the Agreement.

Assistant City Manager, Sam Pedroza provided a staff report regarding lobbying services with Prince Global Solutions, LLC, at the federal level to represent the City before Congress and federal agencies in which to accomplish the City's federal goals.

Council Member Ruggles brought up the federal funding was instrumental in the 57/60 freeway construction but are there any new projects in the works. Sam Pedroza said yes, the bike path project throughout the City and a potential water legislation that is forthcoming. They also have helped with introducing us to new Congress members such as Congresswomen Linda Sanchez and Representative Gil Cisneros.

Mayor Moss said since Representative Grace Napolitano is now retired, Kevin Jones has been helping us build new connections and relationships with the new Congress members and their staff.

6.3. CONSIDERATION OF RESOLUTION NO. CC 2025-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION, IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000.00), FOR THE INDUSTRY HILLS CHARITY PRO RODEO

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-26.

Assistant City Manager, Sam Pedroza provided a staff report regarding the Gabriel Foundation and our long-time support of the Industry Hills Chairity Pro Rodeo. Sam Pedroza was available to answer any questions.

6.4. CONSIDERATION OF RESOLUTION NO. 2025-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING $10,000.00 AND OVER FOR FY 2025-2026

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-23.*

Director of Finance, Yamini Pathak provided a staff report and spoke on how this blanket purchase order for vendors streamlines the purchasing process and assists staff to obtain goods and supplies to tend to its day-to-day operations. Yamini Pathak was available to answer any questions.

6.5. CONSIDERATION OF RESOLUTION NO. CC 2025-17 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING AND ESTABLISHING THE FISCAL YEAR 2025-2026 APPROPRIATIONS LIMIT, AND SELECTING THE GROWTH IN THE CALIFORNIA PER CAPITA PERSONAL INCOME AND POPULATION GROWTH ADJUSTMENT FACTORS FOR THE COUNTY OF LOS ANGELES, PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-17.*

6.6. CONSIDERATION OF AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH JEFF PARRIOTT PHOTOGRAPHIC SERVICES, FOR HISTORICAL PHOTOGRAPHIC SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2030, INCREASING COMPENSATION BY $300,000.00, AMENDING THE SCOPE OF SERVICES, RATE SCHEDULE, INDEMNITY LANGUAGE SPECIFIC TO INDEPENDENT CONTRACTORS, AND CONTACT INFORMATION FOR NOTICES TO THE CITY AND CITY ATTORNEY'S OFFICE

RECOMMENDED ACTION: *Approve the Amendment.*

Development Services Manager, Kathy Tai provided a staff report regarding the amendment to the services agreement with Jeff Parriott Photographic Services which included a review of the scope of work and the extended terms. Kathy Tai was available to answer any questions.

6.7. CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES, BROKER OF RECORD DESIGNATION SERVICES EXTENDING THE TERM THROUGH JUNE 30, 2028, AT A COST OF $152,974.00, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve Amendment No. 1.*

A handout was provided for this Item.

6.8. CONSIDERATION OF RESOLUTION NO. CC 2025-28 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DECLARING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) AND PARTICIPATION IN THE LIABILTY PROGRAM, APPROVE THE CIRA AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-28.*

6.9. CONSIDERATION OF NOTICE OF COMPLETION FOR CONTRACT NO. CITY-1489, FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY SYSTEM AT METROLINK STATION WITH GOLDEN SUN FIRM

RECOMMENDED ACTION: *Authorize the Public Works Director to execute the Notice of Completion.*

Chris Lum, Construction Manager, at CNC Engineering, provided a staff report regarding the project and the notice of completion. Chris Lum was available to answer any questions.

6.10. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH THE DRY UTILITY GROUP, INC., FOR ON-CALL ELECTRICAL ENGINEERING SERVICES, IN AN AMOUNT NOT-TO-EXCEED $400,000.00, THROUGH JUNE 30, 2028

RECOMMENDED ACTION: *Approve the Agreement.*

Dev Birla, Operations Manager at CNC Engineering, provided a staff report regarding the general scope of work involved in providing utility design and engineering services for electrical substructure work. Dev Birla recommended approving the Professional Services Agreement with The Dry Utility Group, Inc. and was available to answer any questions.

6.11 CONSIDERATION OF AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE MAPS, LLC, FOR TECHNICAL SUPPORT SERVICES FOR THE CITY'S GIS INFRASTRUCTURE, EXTENDING THE TERM THROUGH JUNE 30, 2029, REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $520,000.00 (MP 16-06)

RECOMMENDED ACTION: *Approve the Amendment.*

6.12 CONSIDERATION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED AVANT-GARDE CORPORATION, DBA AVANT-GARDE, INC., FOR CONTRACT AND FUNDING ADMINISTRATION SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2029, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve the Amendment.*

6.13 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH NHA ADVISORS, LLC, FOR FINANCIAL ADVISORY SERVICES TO THE CITY, IN AN AMOUNT NOT-TO-EXCEED $50,000.00, THROUGH JUNE 30, 2030

RECOMMENDED ACTION: *Approve the Agreement.*

6.14 CONSIDERATION OF RESOLUTION NO. CC 2025-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE 2025 PAVEMENT MANAGEMENT PLAN

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-29.*

A handout was provided for this Item.

Director of Public Works Mat Hudson provided a staff report along with slides explaining the Pavement Management Plan (PMP") and how it identifies and outlines preventative maintenance strategies for City streets for the next five (5) years. The overall goal is to establish and maintain the City's roads in the best possible condition allowable with the funding sources allocated by the City Council. Mat Hudson recommends adopting Resolution No. CC 2025-29, approving and adopting the 2025 Pavement Management Plan and was available to answer any questions.

6.15 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1534, STREETLIGHT IMPROVEMENTS AT PROCTOR AVENUE FROM VALLEY BOULEVARD TO TURNBULL CANYON ROAD AND NEWQUIST PLACE TO ASPLUNDH CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $798,659.39 AND ADOPT NOTICE OF EXEMPTION REGARDING SAME (MP 02-05#25)

RECOMMENDED ACTION: Award the contract to Asplundh Construction, LLC in the amount of $798,659.39.

Dev Birla, Operations Manager at CNC Engineering, provided a staff report regarding the consideration of the award to Asplundh Construction LLC for streetlight improvements and was available to answer any questions.

6.16 CONSIDERATION OF RESOLUTION NO. CC 2025-27 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DONATIONS TO NINE NON-PROFIT ORGANIZATIONS AND PUBLIC AGENCIES FOR AMOUNTS UP TO FIVE THOUSAND DOLLARS ($5,000.00) EACH, THROUGH JUNE 30, 2026

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-27.

Assistant City Manager, Sam Pedroza provided a staff report regarding approving donations to nine (9) non-profit organizations and public agencies for amounts up to five thousand dollars ($5,000.00) each. Sam Pedroza recommends that the City Council adopt Resolution No. CC 2025-27 and was available to answer any questions.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 85408 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ABSTAIN COUNCIL MEMBERS: NONE

ACTION ITEMS

7.1. CONSIDERATION OF APPOINTMENT FOR ONE (1) UPCOMING VACANT SEAT ON THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

RECOMMENDED ACTION: Discuss and make appointment to the Industry Property and Housing Management Authority and/or provide additional direction to Staff.

City Manager Josh Nelson provided a staff report and explained there was one upcoming vacant seat on the Industry Property and Housing Management Authority Board for a four (4) year term. There were three applications as documented in the agenda.

MOTION BY MAYOR MOSS, AND SECOND BY MAYOR PRO TEM GREUBEL TO APPOINT TIM SEAL TO THE VACANT SEAT WITH THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

Tim Seal, who was in the audience, came to the podium and expressed his appreciation and great experience as a Board Member for the past 4 years and would love to continue to serve on the IPHMA Board.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Item No. 7.1.

PUBLIC HEARINGS-NONE

CLOSED SESSION

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

9.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code section 54956.9(1)(d)
Case: *City of Industry v. San Gabriel Valley Water and Power, LLC, et al.*
Los Angeles Superior Court Case No. 19STCV10150

9.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8 Property:

	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015- 901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008- 270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

Mayor Moss, recessed the meeting into Closed Session at 10:07 a.m.

Mayor Moss reconvened the meeting at 11:44 a.m.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Closed Session.

City Attorney Casso reported out of Closed Session. All members of the Council were present except Mayor Pro Tem Greubel who left the Council Chambers early but was present for both Closed Session items.

With regard to Closed Session Item Nos. 91 and 9.2, direction was given, no final action taken. Nothing further to report at this time.

CITY MANAGER REPORTS

City Manager Josh Nelson commented that in celebration of the City's 67 years of incorporation, the City hosted their annual summer BBQ picnic at the Expo Center! It was a great turnout.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss said the BBQ along with great weather made for a great day. Thank you everyone for attending.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:51 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

There were none.

CONSENT CALENDAR

City Manager Josh Nelson pulled Item No. 6.4 and stated it would be brought back at the next meeting.
Council Member Radecki asked for a staff report on Item No. 6.2.
Council Member Ruggles asked for a staff report on Item Nos. 6.5 and 6.6.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 10, 2025

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

6.2 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC., FOR ON-CALL ENVIRONMENTAL PLANNING SERVICES, INCREASING COMPENSATION BY $500,000.

RECOMMENDED ACTION: *Approve the Amendment.*

Development Services Manager, Kathy Tai provided a staff report and was available to answer any questions. Council Member Radecki asked how long we have been using Placeworks, Inc., for these services and City Manager Josh Nelson responded that we have been using them for over 20 years, partly under the name of The Planning Center. Bing Hyun added that the City is using primarily two firms for environmental planning services, which are sent out to bid regularly. We are currently looking into a potential third firm.

6.3 CONSIDERATION OF RESOLUTION NO. CC 2025-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO MOUNTAIN VIEW SCHOOL DISTRICT, IN THE AMOUNT OF EIGHTY-THREE THOUSAND SEVENTY-FOUR DOLLARS AND SEVENTY-TWO CENTS ($83,074.72), FOR A FREEZER FOR ITS FOOD PANTRY

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-30.*

6.4 INTRODUCTION OF ORDINANCE NO. 837 OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING THE UPDATED LOCAL RESPONSIBILITY AREA FIRE HAZARD SEVERITY ZONE MAP AS RECOMMENDED BY THE CALIFORNIA OFFICE OF THE STATE FIRE MARSHAL, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: *1) Waive the reading of Ordinance No. 837, and read by title only; and 2) Introduce Ordinance No. 836, an Ordinance of the City Council of the City of Industry, California, Adopting the Updated Local Responsibility Area Fire Hazard Severity Zone Map as Recommended by the California Office of the State Fire Marshal, and adopt a notice of exemption regarding same.*

This item was pulled from the agenda.

6.5 CONSIDERATION OF AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH JANUS PEST MANAGEMENT, INC., FOR CITYWIDE PEST CONTROL SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2026, AND INCREASING COMPENSATION BY $100,000

RECOMMENDED ACTION: *Approve the Amendment.*

A handout was provided for this item.

Senior Director of Engineering James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

6.6 CONSIDERATION OF A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF INDUSTRY AND THE GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE GATEWAY CITIES REGIONAL FIBER OPTIC NETWORK.

RECOMMENDED ACTION: *1) Approve the Agreement and 2) Authorize the City Manager or designee to administer the Agreement, including approving finalized plans and any other actions in connection with the Agreement.*

City Manager Josh Nelson reviewed the Right-Of-Way Use Agreement and determined that participating in the GCRFON project will serve the public interest. It will be beneficial for the broadband connectivity to City facilities and creates an opportunity for greater broadband connectivity for its residents and businesses. Staff recommend approving this Use Agreement with the Gateway Cities Council of Governments.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CONSENT CALENDAR EXCLUDING ITEM NO. 6.4. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1. CONSIDERATION OF RESOLUTION NO. CC 2025-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LA PUENTE VALLEY HISTORICAL SOCIETY FOR THE RESTORATION OF THE ROWLAND HOME ADOBE COOKHOUSE

RECOMMENDED ACTION: Determine the donation amount and adopt the Resolution and determine the amount of the donation.

City Manager Josh Nelson provided a staff report and introduced Amy Rowland, President of the La Puente Valley Historical Society for more information regarding the history of the Rowland Home Adobe Cookhouse. Discussion ensued amongst the Council Members, City Attorneys and Staff. It was agreed to authorize the City Manager to work with the non-profit organization to come up with an amount needed for the repairs, help the historical society regarding grants and bring back the resolution with additional language.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Item No. 7.1.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO BRING BACK THE RESOLUTION WITH A DETERMINED AMOUNT AND WITH ADDITIONAL LANGUAGE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

7.2 DISCUSSION AND DIRECTION REGARDING A MULTI-CITY MEMORANDUM OF UNDERSTANDING FOR SHARED LEGISLATIVE PURPOSES.

RECOMMENDED ACTION: Provide Direction to Staff

City Manager Josh Nelson spoke about the Multi-City MOU that he plans to bring back at the next meeting in August to primarily address the SB1 funds brought up by Legislators in the State. This will include Whittier, Santa Fe Springs, Commerce, City of Industry and possibly the City of Irwindale in which Josh Nelson is meeting with today. What does the

state mean by "Industrial Cities"? The MOU is broad in nature but with more discussion with the other cities, it will be brought back with more focus, as to what our goals are.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Item No. 7.2.

There was no vote taken or necessary.

PUBLIC HEARINGS-NONE

Mayor Moss acknowledged and thanked Chief Campbell for being here today and for all his support here in the City of Industry.

CLOSED SESSION

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Closed Session.

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

9.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015- 901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008- 270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

9.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property:	8208-027-900, 901, 902, 906, 907, and 918
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	El Encanto Healthcare & Habilitation Center
Under Negotiation:	Price and terms of payment

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 Point, 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. Legacy Point, 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

Mayor Moss, recessed the meeting into Closed Session at 9:34 a.m.

Mayor Moss reconvened the meeting at 11:31 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 91, and 9.2, direction was given to the Agency Negotiators, no final action taken.

With regard to Closed Session Item Nos. 9.3, 9.4, 9.5, and 9.6, direction was given to Legal Counsel, no final action taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:38 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

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 10:21 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS- Homestead Quarterly Update

Paul Spitzzeri, Museum Director for the Homestead Museum, addressed the City Council and provided an update to the programs and activities taking place at the Workman and Temple Homestead Museum.

CONSENT CALENDAR

Council Member Radecki recused himself from voting on check number 85594 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

Council Member Ruggles asked for a staff report on Item Nos. 6.4 and 6.5.

Council Member Marcucci asked for a staff report on Item No. 6.6.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 24, 2025

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

6.2. CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH DUTHIE POWER SERVICES, FOR POWER GENERATOR TESTING, INSPECTION, AND MAINTENANCE SERVICES, REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $40,000.00

RECOMMENDED ACTION: Approve the Amendment.

6.3. CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR CLAIMS ADMINISTRATION SERVICES, EXTENDING THE TERM THROUGH JUNE 30, 2028, INCREASING COMPENSATION BY $150,000.00, UPDATING THE SCOPE OF SERVICES, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: Approve the Amendment.

6.4. CONSIDERATION OF CHANGE ORDER NO. 1 AND DEDUCTIVE CHANGE ORDER NO. 2 AND NOTICE OF COMPLETION FOR CONTRACT NO. CITY-1513, CITYWIDE TRAFFIC SIGNAL SAFETY LIGHTS UPGRADE, WITH BEAR ELECTRICAL SOLUTIONS, INC.

RECOMMENDED ACTION: Approve and execute Change Order No. 1 & Deductive Change Order No. 2 and authorize the Public Works Director to execute the Notice of Completion.

Chris Lum, Construction Manager with CNC Engineering, provided a staff report for consideration of Change Order No. 1 and Deductive Change Order No. 2, with Bear Electrical Solution, Inc. for citywide traffic signal safety lights upgrade. He was available to answer any questions.

6.5. CONSIDERATION OF DEDUCTIVE CHANGE ORDER NO. 1 AND NOTICE OF COMPLETION FOR CONTRACT NO. CITY-1509, CITYWIDE SIGN REPLACEMENT PROJECT

RECOMMENDED ACTION: Approve and execute Change Order No. 1 and authorize the Public Works Director to execute the Notice of Completion.

Director of Construction Management, Ricardo Sanchez with CNC Engineering, provided a staff report regarding the Citywide Sign Replacement Product and Director of Public Works Mat Hudson provided additional information. Both were available to answer any questions.

6.6. INTRODUCTION OF ORDINANCE NO. 837, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING SECTION 15.28.200 (FIRE HAZARD SEVERITY ZONES) TO CHAPTER 15.28 (FIRE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY OF INDUSTRY MUNICIPAL CODE, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: 1) Waive the reading of Ordinance No. 837, and read by title only; and 2) Introduce Ordinance No. 836, Ordinance No. 836, an Ordinance of the City Council of the City of Industry, California, adding Section 15.28.200 (Fire Hazard Severity Zones) to Chapter 15.28 (Fire Code) of Title 15 (Buildings and Construction) of the City of Industry Municipal Code, and adopting a notice of exemption regarding same

Development Services Manager, Kathy Tai, provided a staff report on Ordinance No. 837 and was available to answer any questions.

Mike Greenspan, Armando Herman and Identify as a Women each spoke for one minute in opposition to the Consent Calendar.

Mayor Moss asked if anyone else from the public had comments or questions, there were none.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 85594 ON ITEM 1 (REGISTER OF DEMANDS). MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1. CONSIDERATION OF APPOINTMENT FOR THREE (3) VACANT SEATS ON THE PLANNING COMMISSION

RECOMMENDED ACTION: Discuss and make appointment to the Planning Commission and /or provide additional direction to staff.

City Manager Josh Nelson reported that there are three upcoming vacant seats on the Planning Commission, and we are in receipt of three applications, including two incumbents.

Mike Greenspan, Armando Herman and Identify as a Women each spoke for one minute in opposition to Item No. 7.1.

Mayor Moss asked if anyone else from the public had comments or questions, there were none.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE JACOB ANDREW CORTEZ, ROY M. HABER III AND MICHAEL RUBALCAVA AS COMMISSIONERS TO THE PLANNING COMMISSION. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

PUBLIC HEARINGS-NONE

CLOSED SESSION-NONE

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

PUBLIC COMMENTS

Mike Greenspan, Armando Herman and Identify as a Women each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:09 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 8:31 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

There were none

CONSENT CALENDAR

6.1. CONSIDERATION OF A FACILITY USE GUARANTEE BETWEEN THE CITY OF INDUSTRY AND MAJESTIC INDUSTRY HILLS, LLC

RECOMMENDED ACTION: *Approve the Guarantee.*

Mayor Moss asked to hold over Item No. 6.1 until after Closed Session. There were no objections.

ACTION ITEMS – NONE

PUBLIC HEARINGS - NONE

CLOSED SESSION

Mike Greenspan, Armando Herman and Identify as a Women each spoke for one minute in opposition to Closed Session.

Chair Moss asked if there were any other public comments regarding Closed Session, there were none.

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

9.1. 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

9.2. 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. 25STCV03524

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. 25STCV03679

9.4. 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

9.5. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Cruz v. Radecki, et al.
Case No.: Los Angeles Superior Court Case No. 24STCV16690

9.6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	645 Giano Avenue, City of Industry, CA 91744 also known as Assessor Parcel Number 8728-023-031
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Durant Family LTD Partnership
Under Negotiation:	Price and terms of payment

9.7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8

Property:	1 Industry Hills Parkway, City of Industry, CA, 91744 also known as Assessor Parcel Numbers (portion of) 8247-014-900, (portion of) 8247-013-908, 8262-001-900, 8262-001-902, (portion of) 8262-011-930, 8262-011- 931, 8262-012-270, 8262-012- 271, 8262-012-272, 8262-012-273, (portion of) 8262-012-274, (portion of) 8262-012- 275, 8262-012-276,(portion of) 8262- 015-900, (portion of) 8262-015- 901, 8262-015-902, 8262-015-904, (portion of) 8262-015-905, 8263-008- 270, 8263- 008-271, 8263-008-904 and 8263-027- 270
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Majestic Industry Hills, LLC, a Delaware limited liability company
Under Negotiation:	Price and terms of payment

Mayor Moss, recessed the meeting at 8:35 a.m.

Mayor Moss reconvened the meeting at 10:20 a.m.

Mayor Moss, recessed the meeting into Closed Session at 11:10 a.m.

Mayor Moss reconvened the meeting at 12:26 p.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present except Mayor Pro Tem Greubel who left early at 12:05 p.m., due to having to go to his job.

With regard to Closed Session Item Nos. 9.1, 9.2, 9.3, and 9.4, direction was given to City Attorney's office, no final action taken.

With regard to Closed Session Item Nos. 9.5, City Attorney Casso, Assistant City Attorney Sparks, Council Member Radecki and Mayor Pro Tem Greubel recused themselves from this item due to a potential financial conflict of interest to this issue and are named parties in this lawsuit. In addition, Under the Rule of Necessity, Mayor Pro Tem Greubel and Council Member Radecki recused themselves, which was established in an earlier meeting. They all left the Chambers at 11:27 a.m. and returned at 11:42 a.m. and did not participate in this matter. Direction was reported by City Manager Josh Nelson stating that direction was given, no final action taken.

With regard to Closed Session Item No. 9.6, Council Member Ruggles recused himself due to a conflict of interest in that he lives within 500 feet from the property associated with this item. Council Member Ruggles left the Chambers at 12:07 p.m. and returned at 12:24 p.m. and did not participate in this matter. Mayor Pro Tem Greubel did not participate in this item due to leaving early to go to his job, or for conflict of interest. Direction was given to the Agency Negotiators; no final action was taken.

With regard to Closed Session Item No. 9.7, direction was given to the Agency Negotiators, no final action taken. For the record, Mayor Pro Tem Greubel did participate in this item before leaving early.

Nothing further to report at this time.

CONSENT CALENDAR

6.1. CONSIDERATION OF A FACILITY USE GUARANTEE BETWEEN THE CITY OF INDUSTRY AND MAJESTIC INDUSTRY HILLS, LLC

RECOMMENDED ACTION: *Approve the Guarantee.*

There were no public comments.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CONSENT CALENDAR WITH PENDING THE AMENDMENT TO SECTION 5, WITH THE CITY MANAGER AND CITY ATTORNEY'S OFFICE AGREEMENT ON THE REVISED LANGUAGE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY MANAGER REPORTS

City Manager Josh Nelson informed the Council that he was going on vacation and Bing Hyun and Sam Pedroza would be available in his absence. He said, if necessary, he could take part remotely.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Cory Moss said earlier this week she attended a ceremony to recognize and memorialize Deputy Sheriff Michael Arruda who was a hero and gave his life in 2004. A section of the Pomona freeway was named in his honor. Senator Bob Archuleta worked hard at getting this event together and it was a very emotional ceremony. The City of Industry sponsored the lunch, and Bob Archuleta thanked the City for its support and provided a plaque, which will be hung at City Hall.

ADJOURNMENT

There being no further business, the City Council adjourned at 12:33 p.m.

_____
CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES

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 9:02 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS – Mayor Moss Introduced Ed Reece, the 2025 President of the San Gabriel Valley Council of Governments who provided a lengthy presentation on how the COG brings together cities to tackle challenges that deliver results and make our region stronger. It brings together 31 cities, 2 county supervisorial districts and many local agencies across the San Gabriel Valley. Our mission is simple but powerful to give our region one strong unified voice to deliver projects that improve transportation, housing, sustainability and improve the quality of life for nearly 2,000,000 residents.

CONSENT CALENDAR

Council Member Ruggles asked for a staff report on Item Nos. 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, and 6.10.

Council Member Radecki recused himself from voting on check number 85787 for Item 1 (Register of Demands) due to a potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

Mayor Moss asked for a staff report on Item No. 6.2.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 28, 2025

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

6.2. CONSIDERATION OF RESOLUTION NO. CC 2025-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE LAND OF THE FREE FOUNDATION, IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), FOR THE 2025 VETERANS DAY GOLF CLASSIC

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-32.

Assistant City Manager, Sam Pedroza, introduced Kent Valley, who is one of the founders of Land of the Free who came to thank the City of Industry and to make a quick presentation. The Land of the Free Foundation Golf Tournament has been such a great honor, was formed 19 years ago and has raised approximately $25 million for veteran services and organization. Mr. Valley thanked the City of Industry for their ongoing sponsorship.

6.3. CONSIDERATION OF A LICENSE AGREEMENT WITH JESUS RODRIGUEZ FOR ACCESS TO THE LOT LOCATED AT 100 NORTH HACIENDA BOULEVARD TO UTILIZE FOR THE SALE OF CHRISTMAS TREES

RECOMMENDED ACTION: Approve the License Agreement.

6.4. CONSIDERATION OF RESOLUTION NO. CC 2025-35, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA ESTABLISHING FEES FOR THE USE OF ELECTRIC VEHICLE CHARGING STATIONS AT THE METROLINK PARKING AND SOLAR PANEL FACILITY, LOCATED AT 600 SOUTH BREA CANYON ROAD

RECOMMENDED ACTION: Adopt Resolution No. CC 2025-35.

Dev Birla, Contract Electric Utility Director with CNC Engineering, provided a staff report regarding establishing fees for the use of Electric Vehicle Charging Stations at the Metrolink Parking and Solar Panel Facility and was available to answer any questions.

6.5. CONSIDERATION OF THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF INDUSTRY AND THE SUCCESSOR AGENCY TO THE URBAN-DEVELOPMENT AGENCY FOR THE 57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE PROJECT (MP 99-31 #22)

RECOMMENDED ACTION: *Approve the Amendment.*

This item was already heard and skipped from the agenda.

6.6. CONSIDERATION OF RESOLUTION NO. CC 2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS, AND APPROVING THE MEASURE A ANNUAL ALLOCATION GRANT AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-34 and approve the Measure A Annual Allocation Grant Agreement.*

Mathew Hudson, Director of Public Works, provided a staff report on Measure A Funding for Projects and Programs. Council Member Ruggles asked what kind of programs can be used with this money? Mat Hudson said he looked up examples of different types of parks that we can build but didn't really look to see what type of programs we could use. Mat Hudson will come back with more information and bring back for discussion.

6.7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH TERRA NOVA PLANNING & RESEARCH, INC. FOR ON-CALL ENVIRONMENTAL PLANNING SERVICES, IN AN AMOUNT NOT TO EXCEED $500,000.00 THROUGH JUNE 30, 2030

RECOMMENDED ACTION: *Approve the Professional Services Agreement.*

Development Services Manager, Kathy Tai provided a staff report for the consideration of an additional On-Call Consultant for Environmental Planning Services. There is no fiscal impact on the City as environmental planning service costs are fully reimbursable by the project applicant. Council Member Ruggles asked if this would speed up the projects and Assistant City Manager Bing Hyun said no but it could speed up the bid process time should the other two consultants be backlogged. Both Kathy Tai and Bing Hyun were available to answer any questions.

6.8 CONSIDERATION OF AMENDMENT NO. 1 TO THE AGREEMENT FOR DESIGN-BUILD SERVICES WITH PROGRESSIVE TRAIL DESIGN, FOR THE DESIGN AND CONSTRUCTION OF A MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS, PHASE II

RECOMMENDED ACTION: *Approve the Amendment.*

Mathew Hudson, Director of Public Works, spoke that recently it was announced the City of Industry will be holding an Olympic event for mountain biking at Industry Hills. We released an RFP for a design build firm to design and construct the trail at Industry Hills. Slides were provided to show the different features; technical, flyover, bridges, structures, etc. Right now the course layout is three miles long, which UCI wants a little bit shorter course and maybe more technical. We need the plans 100% complete by November 15, 2025, with construction starting February of 2026. We are on a tight schedule, therefore the reason for the overlapping of the two phases.

6.9 CONSIDERATION OF AMENDMENT NO. 2 TO THE COST SHARING AGREEMENT WITH THE PUENTE BASIN WATER AGENCY, FOR THE PHASE 2 DEVELOPMENT OF THE GROUNDWATER MANAGEMENT PLAN FOR THE PUENTE BASIN

RECOMMENDED ACTION: *Approve the Amendment.*

Mathew Hudson, Director of Public Works, provided a staff report regarding the cost sharing Agreement with the Puente Basin Water Agency for the Phase 2 development of the Groundwater Management Plan for the Puente Basin. The project is ongoing and is now entering Phase 2, part 3 of the project. Conversation ensued amongst the Council members and staff. Staff recommend approving Amendment No. 2 to the Agreement to extend the term to complete the work along with paying 1/3 the cost for the additional work.

6.10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2025-18, AND AMENDING THE CURRENT SALARY RANGE SCHEDULES FOR FISCAL YEAR 2025-26 AS ADOPTED ON JUNE 10, 2025, TO ADD A NEW PLANNING MANAGER POSITION, AND REVISE THE SALARY RANGE FOR GRADE RANGE #7

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-36.*

Bing Hyun, Assistant City Manager, provided a staff report explaining the changes necessary to the Salary Range Schedules. The Planning Manager position is being proposed in the current amendment to oversee planning activities for development projects, ensure continued compliance with zoning and land use regulations and guide projects through the California Environmental Quality Act review process. In addition, the COLA increase for Grade Range #7 was not adjusted in the salary schedule, so the proposed resolution will resolve this clerical discrepancy.

Mike Greenspan, Armando Herman and Julie each spoke for one minute in opposition to the Consent Calendar.

Mayor Moss asked if anyone else from the public had comments or questions, there were none.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 85787 ON ITEM 1 (REGISTER OF DEMANDS) AND REMOVING ITEM NO. 6.5. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

Mayor Moss said if there were no objections, she would like to bring forward Item No. 13, Public Comments ahead of Closed Session. There were no objections.

PUBLIC COMMENTS

Mike Greenspan, Armando Herman and Julie each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CLOSED SESSION

Mike Greenspan, Armando Herman and Julie each spoke for one minute in opposition to Closed Session.

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

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

9.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

9.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation; Pursuant to Government Code Section 54956.9(d)(4): One potential case

9.4 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Kevin Roberto Izquierdo v. Oscar David Rodas Vasquez, et al.
Los Angeles County Superior Court Case No. 24PSCV01306

Mayor Moss, recessed the meeting into Closed Session at 10:07 a.m.

Mayor Moss reconvened the meeting at 11:15 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 91, there was no reportable action.

With regard to Closed Session Item Nos. 9.2, direction was given to Special Counsel, no final action taken.

With regard to Closed Session Item Nos. 9.3 and 9.4, direction was given to the City Attorney's office, no final action taken.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss said congratulations on the Olympic Announcement. Great job by everyone, it has been quite a journey and thank you for working so hard. This is a great thing for the City of Industry

ADJOURNMENT

There being no further business, the City Council adjourned at 11:17 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS – Mayor Moss honored our friend and colleague, Leticia Pacillas on her retirement. For 23 years, Leticia served as the Los Angeles County Fire Department Division 8 Community Services Liaison and has been part of the IBC family. We are deeply grateful for her dedication to public safety, her leadership and wish her a happy and well-earned retirement.

CONSENT CALENDAR

Council Member Radecki recused himself from voting on check number 85861 for Item 1 (Register of Demands) due to potential or actual financial conflict of interest due to he is employed by Square Root Golf and Landscape.

City Manager Josh Nelson noted that Item No. 6.2 needed a slight tweak to the recommended action. With multiple cities involved, each of which have been taken to their

individual councils, one city added slightly different language to the recommended action. We would like today to authorize the City Manager and City Attorneys the authority to adjust the recommended action. Assistant City Attorney Bianca Sparks confirmed that there were no changes that were substantive in nature . The terms and substance stay the same. It is simple a writing style change that they are asking for.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 11, 2025

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Agency 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: 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.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

Mayor Moss asked if anyone else from the public had comments or questions, there were none.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH COUNCIL MEMBER RADECKI RECUSING HIMSELF FROM CHECK NUMBER 85861 ON ITEM 1 (REGISTER OF DEMANDS) AND AUTHORIZE THE CITY MANAGER AND CITY ATTORNEYS TO NEGOTIATE THE CHANGE OF LANGUAGE ON ITEM 2. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS-NONE

PUBLIC HEARINGS-NONE

Mayor Moss said if there were no objections, she would like to bring forward Item No. 13, Public Comments ahead of Closed Session. There were no objections.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

Mayor Moss asked for a moment of silence in honor of the heroes of September 11th, and to remind us of the importance of this day, and to never forget this moment in our history.

Mayor Moss asked for a short recess before going into Closed Sission at 9:12 a.m.

Mayor Moss reconvened the meeting at 9:55 a.m.

CLOSED SESSION

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Closed Session.

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

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, 202127075

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

Mayor Moss recessed the meeting into Closed Session at 9:58 a.m.

Mayor Moss reconvened the meeting at 11:01 a.m.

Assistant City Attorney Sparks reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 91, direction was given to City Staff.

With regard to Closed Session Item Nos. 9.2, 9.3, 9.4, 9.5, and 9.6 direction was given, no final action was taken.

Nothing further was discussed.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

Mayor Pro Tem Greubel spoke about the trip taken to Dallas/Fort Worth along with other members of staff; Josh Nelson, Cory Moss, Sam Pedroza, Elise Calvo, Mat Hudson and Joan McClaskey. They learned a lot of good information about this new technology and type of project. City Manager Nelson spoke about the Board Meeting with the IBC and Mayor Moss added additional information and said it was a very good trip.

CITY COUNCIL COMMUNICATIONS

Mayor Moss stated that the "Taste of the City" is on the 19th, and Delhaven Community Center has their Because We Care event called "Walk out of Darkness" on the 20th.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:05 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

There were none.

CONSENT CALENDAR

Council Member Ruggles asked for a staff report on Item Nos. 6.3, 6.4, 6.5, 6.6, 6.7, and 6.8.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 25, 2025

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

6.2. CONSIDERATION OF A FACILITIES USE AGREEMENT WITH DELHAVEN COMMUNITY CENTER, FOR ACCESS TO THE PARKING LOT LOCATED AT THE WORKMAN AND TEMPLE HOMESTEAD MUSEUM, TO UTILIZE FOR A FUNDRAISING EVENT.

RECOMMENDED ACTION: *Approve the Agreement.*

6.3. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BIGGS CARDOSA ASSOCIATES, INC., TO PROVIDE BRIDGE ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $1,043,872.00, THROUGH SEPTEMBER 25, 2028

RECOMMENDED ACTION: *Approve the Agreement.*

Alvin Abad, Senior Project Engineer at CNC Engineering, provided a staff report regarding the proposed Service Agreement with Biggs Cardosa Associates who has produced a Project Strategy Feasibility Report for the City and is already familiar with the project. Staff recommend approving this agreement with BCA for these design services. Council Member Ruggles asked what the deficiencies were within the bridge and Alvin Abad replied that it needs concrete repair, seal replacement, spot repainting and better truck entrances. Council Member Marcucci asked about re-routing the traffic during the time the bridge is not usable. City Manager Josh Nelson responded that BCA would come up with design ideas which will be assessed for best methods when the time comes.

6.4. CONSIDERATION OF AMENDMENT NO. 3 TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE TO HOST THE CITY'S ENTERPRISE RESOURCES PLANNING SYSTEM, EXTENDING THE TERM TO DECEMBER 31, 2029, INCREASING THE COMPENSATION BY $15,593.47, AND REVISING THE SCOPE OF SERVICES

RECOMMENDED ACTION: *Approve Amendment No. 3.*

Development Services Manager, Kathy Tai provided a staff report regarding the amendment with Tyler Technologies, Inc. for software to host the City's Enterprise Resources Planning System and was available to answer any questions.

6.5. CONSIDERATION OF AN EXTENSION TO AGREEMENT WITH COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY FOR THE PURCHASE OF RECLAIMED WATER

RECOMMENDED ACTION: *Approve the Agreement.*

City Manager Josh Nelson provided a staff report and staff recommends the Council authorize the City Manager to execute the extension letter, extending the term to December 31, 2025. There is no fiscal impact on the City with this extension.

6.6 CONSIDERATION OF GRANTING AN EASEMENT TO SOUTHERN CALIFORNIA EDISON AT THE EL ENCANTO HEALTHCARE AND HABILITATION CENTER (MP 07-24 #1)

RECOMMENDED ACTION: *Approve the Easement.*

Director of Public Works, Mat Hudson, provided a staff report and Contract Electric Utility Director, Dev Birla with CNC Engineering provided additional information regarding Southern California Edison (SCE) requirement for an easement for the relocation of an underground distribution system at the El Encanto Healthcare and Habilitation Center. SCE submitted a map of the easement to the City for review and approval. Staff have reviewed the easement documents and found them to be in order and recommend the City Council approve and grant the easement to SCE at El Encanto.

6.7 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CU TECHNOLOGY, LLC DBA ACORN TECHNOLOGY SERVICES FOR INFORMATION TECHNOLOGY SUPPORT SERVICES, EXTENDING THE TERM THROUGH OCTOBER 31, 2026, INCREASING COMPENSATION BY $300,869.12 AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION: *Approve Amendment No. 2.*

Development Services Manager, Kathy Tai provided a staff report regarding extending terms and compensation under Amendment No. 2, with Acorn Technology Services for Information Technology Support Services and was available to answer any questions.

6.8 CONSIDERATION OF AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL, LLC., FOR CITY-WIDE GRAZING AND FUEL REDUCTION SERVICES, REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY $150,000.00.

RECOMMENDED ACTION: *Approve the Amendment.*

City Manager Josh Nelson provided a staff report and stated that Amendment No. 2 with Sage Environmental LLC is in regard to City-Wide Grazing and Fuel Reduction Services using goat services needed at Tonner Canyon. With the design of the Mountain Bike Course, we need to expand these services for not only this project but to extend citywide. Upon approval we can move forward immediately with the intent of finalizing by November.

Council Member Ruggles asked how we charge for this service, and do we own the goats? City Manager Josh Nelson replied that we pay by flat fee, based on the number of goats and "no" we do not own the goats. There will be an additional fee for mobilizing the goats to multiple areas when needed.

Council Member Radecki stated that Sage Environmental is doing a fantastic job. Often goats will get loose but since Sage Environmental has taken over there have been no problems, they do an excellent work.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the Consent Calendar.

Mayor Moss asked if anyone else from the public had comments or questions, there were none.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER MARCUCCI TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

7.1. CONSIDERATION OF RESOLUTION NO. CC 2025-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, MAKING A NOMINATION TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

RECOMMENDED ACTION: Staff recommends the City Council 1) make a nomination to represent cities with prescriptive pumping rights on the board of the San Gabriel Basin Water Quality Authority; and 2) adopt Resolution No. CC 2025-39.

Mayor Moss pulled this item from the agenda and will bring it back at a future meeting. This item is not ready to address.

PUBLIC HEARINGS-NONE

Mayor Moss said if there were no objections, she would like to bring forward Item No. 13, Public Comments ahead of Closed Session. There were no objections.

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech. They spoke about their opposition to government policies/leadership and provided documents for the record.

CLOSED SESSION

Mike Greenspan and Armando Herman each spoke for one minute in opposition to Closed Session.

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

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

9.2. 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

9.3. 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

9.4. 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

9.5. 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

Mayor Moss recessed the meeting into Closed Session at 9:34 a.m.

Mayor Moss reconvened the meeting at 11:01 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item No. 9.1, there is no reportable action.

With regard to Closed Session Item Nos. 9.2, 9.3, 9.4, and 9.5, direction was given to the City Attorney's office, no final action was taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

City Manager Josh Nelson noted that the City has donated volunteer staff for the upcoming Annual Rodeo and as such will get paid for those hours. We are estimating 200 hours of staff time will be donated this year in addition to the financial contributions that were made.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Pro Tem Greubel spoke about the success of the "Taste of the City" event. There were 600-700 people, and everyone had a great time with contributions going to the Gabriel Foundation. Mayor Pro Tem Greubel then mentioned the next day there was Delhaven Community Center's "Walk Out of Darkness" event at the Industry Hills Expo

Center where attendees raised awareness of mental health challenges and encouraged open conversations about healing. Mayor Moss, who could not attend, thanked Mayor Pro Tem Greubel for attending and stated that the City of Industry is a big supporter of this event. Mayor Moss also mentioned we are getting close to the Charity Pro Rodeo and Council Member Ruggles is busy with the Halloween event. This is a very busy time of year for activities.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:53 a.m.

_____
CORY C. MOSS
MAYOR

_____
JULIE GUTIERREZ-ROBLES

CALL TO ORDER

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

FLAG SALUTE

The flag salute was led by Mayor Moss.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote since there were no Council Members taking part remotely. The webcast was then terminated.

ROLL CALL

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

STAFF PRESENT: Josh Nelson, City Manager; Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

Paul Spitzzeri, Museum Director for the Homestead Museum provided an update to the events taking place recently and upcoming at the Workman and Temple Homestead Museum with an emphasis on commemorating the 150th anniversary of the Jewish History and Latino Music History, of which the Workman family was involved with in the 1870's.

CONSENT CALENDAR

Council Member Ruggles asked for a staff report on Item Nos. 6.2, 6.3, 6.4, and 6.5.

City Manager Josh Nelson reported that Item No. 6.6 has a correction indicating that the total hours of holiday pay should be 34 hours, not 30 hours as stated in the staff report.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 22, 2025

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

6.2. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1501, KELLA AVENUE AND ROOKS ROAD STORM DRAIN AND PAVEMENT REHABILITATION, FOR AN ESTIMATED COST OF $1,148,000.00

RECOMMENDED ACTION: Approve the plans and specifications and authorize the solicitation of public bids.

Senior Director of Engineering James Cramsie, from CNC Engineering provided a staff report and was available to answer any questions.

6.3. CONSIDERATION OF A REIMBURSEMENT AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY, FOR PRELIMINARY ENGINEERING SERVICES ON THE BIXBY DRIVE RECONSTRUCTION AND BUSINESS PARKWAY IMPROVEMENTS PROJECT, IN THE AMOUNT OF $30,000.00 (CITY-1526)

RECOMMENDED ACTION: Approve the Reimbursement Agreement.

Director of Public Works, Mat Hudson, provided a staff report regarding the Reimbursement Agreement with Union Pacific Railroad Company and was available to answer any questions.

6.4. CONSIDERATION OF AMENDMENT NO. 5 TO THE MAINTENANCE SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC., FOR CITYWIDE ARBORIST SERVICES, INCREASING COMPENSATION BY $235,000

RECOMMENDED ACTION: Approve the Amendment.

Director of Public Works, Mat Hudson, provided a staff report regarding the Maintenance Services Agreement with West Coast Arborists, Inc., and was available to answer any questions.

6.5. CONSIDERATION OF AMENDMENT NO. 1 TO THE CAPITAL RESERVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE PARK AND RIDE PROJECT

RECOMMENDED ACTION: *Approve the Amendment.*

Director of Operations, Sean Calvillo with CNC Engineering, provided a staff report and recommended the City Council approve Amendment No. 1, and stated there is no additional fiscal impact associated with this Amendment.

6.6 CONSIDERATION OF THE CLOSURE OF CITY HALL FROM DECEMBER 24, 2025, THROUGH JANUARY 2, 2026

RECOMMENDED ACTION: *Authorize the closure of City Hall from December 24, 2025, through January 2, 2026.*

Mayor Moss asked if anyone from the public had comments or questions, there were none.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE CONSENT CALENDAR WITH THE AMENDMENT AS STATED FOR ITEM NO. 6.6. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS- NONE

PUBLIC HEARINGS-NONE

Council Member Ruggles asked if we could bring forward Item No. 12, City Council Communications, before Closed Session while we still have people here in the audience. There were no objections.

CITY COUNCIL COMMUNICATIONS

Council Member Ruggles had a large list of people to thank for their volunteer work at the Halloween festival.

Mayor Moss stated this was the best Halloween Festival yet. The food was great, and there was a tremendous effort by everyone.

Mayor Moss asked if anyone from the public had any comments regarding Closed Session. There were none.

CLOSED SESSION

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

9.1. 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

9.2. 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

9.3. 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

9.4. 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

9.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Legacy Point, LLC v. City of Industry, et al.
Los Angeles County Superior Court Case No. 24STCV20043

9.6 CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property:	APN 8760-029-048
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	Airey Regina Marie TR Moynier Golf Course Prop LLC
Under Negotiation:	Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 9:27 a.m.

Mayor Moss reconvened the meeting at 10:32 a.m.

City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item Nos. 9.1, 9.2, 9.3, 9.4, and 9.5 direction was given to the City Attorney's office, no final action was taken.

With regard to Closed Session Item No. 9.6, direction was given to Agency Negotiators, no final action was taken.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:33 a.m.

_____
CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

ITEM NO. 6.4

AMENDMENT NO. 4
TO CITY MANAGER EMPLOYMENT AGREEMENT No. 21-__
WITH JOSHUA NELSON

This Fourth Amendment to the City Manager Employment Agreement No. 21-_ (the "Agreement"), is made and effective this 23h day of October 2025 by and between the City of Industry, State of California, a municipal corporation, and charter city (hereinafter, the "City") and Joshua Nelson, an individual, (hereinafter, "Nelson"). City and Nelson are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City Council appointed Mr. Nelson as City Manager effective on August 2, 2021; and

WHEREAS, based on Mr. Nelson's performance, the City Council desires to amend the Agreement 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 VII., Vacation, Sick and Other Supplemental Benefits, Subsection D, is hereby revised to read in its entirety as follows:

D. Nelson may elect to participate in a 457 Deferred Compensation Retirement Plan. The City, on an annual basis, but no later than November 1, of each year of this Agreement, shall make a contribution of not less than the Internal Revenue Service maximum amount for which Nelson is eligible on Nelson's behalf to his account with the 457 Deferred Compensation Retirement Plan of Nelson's choice or, at Nelson's sole and absolute discretion, he may receive the City-paid deferred compensation as salary or a portion thereof, subject to customary withholdings. In the event Nelson exercises this option, the City-paid deferred compensation shall not be considered a part of Nelson's base salary for any adjustments for future cost of living increases that may be awarded as set forth in Section III, Compensation, Subsection B.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

JOSHUA NELSON

_____

Joshua Nelson, an individual

CITY OF INDUSTRY

_____

Cory C. Moss, Mayor

ATTEST:

_____

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

_____

James M. Casso, City Attorney

ITEM NO. 6.5

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

DATE: December 11, 2025

SUBJECT: Consideration of an Extension to Agreement with County Sanitation District No. 2 of Los Angeles County for the purchase of Reclaimed Water

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Background:

On September 27, 2000 the City of Industry ("City") and the County Sanitation District of Los Angeles County ("District") entered into an agreement whereby the District provides the City with reclaimed water. The City is able to use the reclaimed water for one or more suitable uses including landscape irrigation. The agreement also allowed the City to construct all facilities required to deliver and distribute the reclaimed water purchased by City, including a pump station, wet well, pipelines, storage reservoirs, meters, controls, and other facilities. The City also maintains those facilities at no cost to the District. The quantity of water that the District is to make available to the City annually is not to exceed ten thousand (10,000) acre-feet to be apportioned reasonably throughout the year, with a maximum daily withdrawal rate of twenty (20) million gallons.

Discussion:

On September 25, 2025, the Council approved extending the Contract originally set to expire on September 27, 2025 to a new expiration date of December 31, 2025. Staff is still working with the District to finalize the terms of the Contract, which will likely extend beyond December 31, 2025. Therefore, an additional extension is needed. The proposed new expiration date is March 31, 2026.

Fiscal Impact:

There is no fiscal impact to the City with this extension.

Recommendation:

Staff recommends the Council authorize the City Manager to execute the extension letter, extending the term to March 31, 2026.

Exhibits:

1. A. Agreement between County Sanitation District and City of Industry, dated September 27, 2000
2. B. Letter of Extension

EXHIBIT A
(2nd Original)

A G R E E M E N T

C.S.D. CONTR # 3756

This Agreement, made and entered into this 27th day of SEPTEMBER, 2000, by and between County Sanitation District No. 2 of Los Angeles County, hereinafter referred to as "District", and the City of Industry, a municipal corporation, hereinafter referred to as "City".

WHEREAS, District is a county sanitation district formed and operating pursuant to the County Sanitation District Act, Chapter 3, Part 3, Division 5 of the Health and Safety Code, Sections 4700 et seq.; and

WHEREAS, a number of County Sanitation Districts of Los Angeles County are parties to an Amended Joint Outfall Agreement effective July 1, 1995, which provides, among other things, for the ownership and operation of inland water reclamation plants. The plants currently include the Long Beach Water Reclamation Plant, Los Coyotes Water Reclamation Plant, Whittier Narrows Water Reclamation Plant, Pomona Water Reclamation Plant, San Jose Creek Water Reclamation Plant and La Cañada Water Reclamation Plant. Hereinafter, these water reclamation plants, excluding the La Canada Water Reclamation Plant, shall be collectively referred to as the "Inland Reclamation Plants;" and

WHEREAS, pursuant to said Amended Joint Outfall Agreement, District operates the San Jose Creek Water Reclamation Plant, hereinafter referred to as "Water Reclamation Plant", which has a design capacity of one hundred and twelve thousand fifty-five (112,055) acre-feet per year and currently produces approximately ninety-three thousand five hundred sixty (93,560) acre-feet per year of reclaimed water; and

WHEREAS, District is authorized to sell or otherwise put to beneficial use any reclaimed water recovered from the operation of the Water Reclamation Plant; and

WHEREAS, reclaimed water currently produced at the Water Reclamation Plant is suitable for a number of nonpotable uses including, but not limited to, landscape irrigation; and

WHEREAS, City wishes to acquire from District, according to the terms hereinafter provided, reclaimed water produced at the Water Reclamation Plant, and utilize it for one or more suitable uses including landscape irrigation; and

WHEREAS, District wishes to supply to City a portion of the reclaimed water produced at the Water Reclamation Plant; and

WHEREAS, District has previously entered into several contracts whereby it is committed to make available a portion of reclaimed water from the Water Reclamation Plant;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. Facilities for Delivery and Distribution of Reclaimed Water

1.1 District agrees to continue providing, at no cost to City, a point of connection on the site of the Water Reclamation Plant from which reclaimed water may be drawn. This point of connection shall continue to be designated by the Chief Engineer and General Manager of District ("Chief Engineer").

1.2 City agrees to construct or cause to be constructed, at no cost to District, all additional facilities required to deliver and distribute the reclaimed water purchased by City, including a pump station or stations, wet well, pumps, pipelines, storage reservoirs, meters, controls, and other facilities. City further agrees to bear all operation and maintenance costs of all delivery and distribution facilities installed and owned by City, including those to be operated by District on behalf of the City.

1.3 Some of City's delivery facilities are located on the site of the Water Reclamation Plant. Notwithstanding the grant of prior approval and consent by the Chief Engineer, upon request by the Chief Engineer, City shall, within one hundred and eighty (180) days of notice, relocate any such facilities either off the District-owned property or, if the relocation is proposed to be on District-owned property, then in a manner and at a location which is acceptable to the Chief Engineer. City shall bear the cost of such relocation. District shall meet and confer with City to determine the relocation of City's facilities and the minimization of the cost of such relocation, but the final decision of the relocation of City's facilities shall be made by the Chief Engineer in his sole and absolute discretion.

2. Quantity of Water to be Purchased by City

2.1 District agrees to make available each fiscal year (July 1 through June 30) during the term hereof to City a quantity of reclaimed water produced at the Water Reclamation Plant not to exceed ten thousand (10,000) acre-feet to be apportioned reasonably throughout the year, with a maximum daily

withdrawal rate of twenty (20) million gallons per day. City agrees to purchase only that portion of the reclaimed water produced at the Water Reclamation Plant which in City's sole discretion it determines it can beneficially use.

2.2 To provide District with the flexibility to maximize the use of reclaimed water from said plant, the water rights of the City under this Agreement may be adjusted five (5) years from the date of this Agreement. At that time, City's entitlement will be established at the maximum annual quantity of reclaimed water used by the City during any of the previous five (5) fiscal years, said quantity not to exceed ten thousand (10,000) acre-feet per year. This adjusted quantity shall remain as the City's entitlement for the remainder of the term of this Agreement.

2.3 If, at any time during the term of this Agreement, City can demonstrate that it has a need for a greater quantity of reclaimed water than to which it is entitled pursuant to Paragraphs 2.1 and 2.2 herein, City may request that this entitlement be increased. District shall grant such a request provided that such a quantity is available from the Water Reclamation Plant and has not already been contracted for by a third party.

3. Limitations on Contractual Commitments

3.1 City understands and acknowledges that District is charged with the responsibility to operate its sewerage systems in a manner that it determines to be most beneficial to the users thereof. The rights of City to reclaimed water under this Agreement pertain only to the reclaimed water that actually is produced at the Water Reclamation Plant. Nothing contained herein shall be construed to limit in any manner District's right to operate the Water Reclamation Plant at such level as it determines, in its sole and absolute discretion to be appropriate, or to discontinue the operation of the Water Reclamation Plant. Accordingly, any right of City to reclaimed water pursuant to this Agreement shall be subordinate to the rights, responsibilities, and discretion of District herein set forth.

3.2 The parties recognize the social benefit to be derived from maximizing the beneficial use of reclaimed water. District has in the past and intends in the future to contract for sale of reclaimed water from the Water Reclamation Plant in quantities that will not cumulatively exceed the plant's production. However, any circumstances beyond the control of District which cause a reduction in flow from normal capacity through the Water Reclamation Plant may, at the discretion of the Chief Engineer, result in a temporary or permanent decrease in reclaimed water available to City. Under this Agreement, the decrease

in available water will be in such amounts as the Chief Engineer determines are necessary in order to fairly allocate any such reduced flow production so that District is not in violation of any pre-existing or future contracts or extensions thereof for the supply of reclaimed water and is assured of an adequate supply to meet its own needs at the Water Reclamation Plant and other District owned or operated facilities. The Chief Engineer, when allocating reduced flow production at the Water Reclamation Plant, shall attempt to give priority to those users which use the water for industrial or irrigation purposes, with a lower priority to those users that are spreading or injecting the reclaimed water. This allocation is subject to the pre-existing rights of others which may preclude such an allocation. The reduced availability will continue in effect until such time as the Water Reclamation Plant has been restored to normal capacity.

3.3 City may resell the reclaimed water purchased from District to any of its retail customers within its domestic water service area for only those purposes approved by the California State Department of Health Services, hereinafter referred to as "Department". City may also resell said reclaimed water to other retail water purveyors for use within their respective domestic water service areas.

3.4 Any extension of the City's reclaimed water distribution system, either within the City boundaries or into other water purveyors' service areas, must first be approved by both the Department and the California Regional Water Quality Control Board - Los Angeles Region, hereinafter referred to as "Board". City and District agree to create and submit an appropriate Engineering Report to the Board for such approval, prior to start-up of any reclaimed water system extension.

4. Quality of Water to be Purchased by City, Waivers and Indemnification

4.1 District agrees that all reclaimed water sold to City from said Water Reclamation Plant pursuant to this Agreement shall conform to the Water Reclamation Requirements ("WRRs") established from time to time by the Board, or such other regulatory agency as may have authority there over, with respect to the anticipated uses by the City of reclaimed water, so long as such requirements are no more stringent than the Waste Discharge Requirements ("WDRs") established for discharge to the San Gabriel River. If at any time the Board imposes more stringent WRRs, City may, at its discretion and at its expense, undertake steps to meet the WRRs and shall indicate to District in writing such intent within ninety (90) days of the adoption by the Board of the reuse requirements; provided, however, that District shall have no duty to modify any of its facilities, including the Water Reclamation Plant, unless it agrees to such modification. If City is unwilling to meet the WRRs, either party may terminate this Agreement by

written notice to the address contained in Section 12 herein, which notice shall be effective either thirty (30) days thereafter or on the effective date of the reuse requirements, which ever shall first occur.

4.2 Both parties recognize that factors beyond the control of District could cause operational difficulties at the Water Reclamation Plant resulting in the production of reclaimed water which does not meet the current WRRs established by the Board or other regulatory agency for City's intended use. In such case, the Chief Engineer, in his sole and absolute discretion, shall temporarily suspend City's entitlement to reclaimed water from the Water Reclamation Plant. District shall use its best efforts to re-establish the production of reclaimed water of a suitable quality as described in Paragraph 4.1 of this Agreement and shall re-establish City's supply of such water accordingly. City recognizes that a standby water supply will be necessary to prevent any damages which might result from an interruption in the supply of reclaimed water and hereby waives any right which it might have to recover from District damages attributable to such interruption.

4.3 City agrees to indemnify and hold harmless District, and each of the County Sanitation Districts of Los Angeles County party to the Amended Joint Outfall Agreement, as amended July 1, 1995, and each city in Los Angeles County whose wastewater is tributary to the Water Reclamation Plant, their officers, directors, agents and employees from and against any and all liability, loss, costs, demands, damages, causes of action (whether legal, equitable or administrative), fees of attorneys and other expenses, which arise out of or are otherwise attributable to the City's use of reclaimed water that meets the quality standards contained in the WDRs, as described in Paragraph 4.1 hereof.

The foregoing obligations shall include, but not be limited to, causes of action based on strict liability for defective products, breach of warranty, strict liability for ultrahazardous activities and negligence.

5. Price of Reclaimed Water

5.1 For the term of this Agreement, excepting those provisions contained in Paragraphs 5.3 and 5.4 herein, the unit price to be paid by City for reclaimed water provided by District to City under the terms of this Agreement shall be the greater of (a) or (b) below, but not to exceed (c) below:

(a) thirty percent (30%) of the unit cost of operation and maintenance of the Inland Reclamation Plants during the fiscal year in which the reclaimed water was received (hereinafter referred to as "30% O&M"), rounded to the nearest cent; or

(b) one-half of the result determined by subtracting City's costs, as defined below, during the fiscal year divided by the total amount of reclaimed water delivered during the fiscal year, from the Water Rate, as defined below (hereinafter referred to as "shared savings").
(c) in no event shall the unit price of reclaimed water under Paragraphs 5.1 and 5.4 exceed one hundred percent (100%) of the combined unit cost of operation and maintenance of the Inland Reclamation Plants, as defined herein.

5.2 For the purposes of this Agreement, the alternative water supply for City shall be defined as ninety percent (90%) of the Main San Gabriel Basin Watermaster replacement water rate and the energy costs associated with pumping groundwater.

For the purposes of this Agreement, City costs shall be defined as all costs, properly allowable under generally accepted accounting standards, attributable to the reclaimed water distribution system incurred by City, including but not limited to: capital costs (excluding depreciation), right-of-way acquisition costs, reasonable administration and special program costs related to the use of reclaimed water, pump station, reservoir and pipeline replacement and maintenance costs, energy cost and all economic benefits realized through low interest loans, investment earnings on debt service funds, profits from the resale of reclaimed water to other water purveyors, rebates, grants and other subsidies obtained by the City from external sources to defray the cost of providing reclaimed water and/or constructing reclamation facilities including, but not limited to, revenue received from the Metropolitan Water District of Southern California's Local Resources Program or its successors.

For the purposes of this Agreement, capital costs attributable to the reclaimed water distribution system shall be defined as the pump stations, pipelines, reservoirs and other appurtenances that were constructed subsequent to this Agreement, either by City or by any other purveyor receiving reclaimed water through City's distribution system, and which costs are unique to the reclaimed water distribution system.

For the purposes of this Agreement, the maintenance costs and pumping costs of the reclaimed water facilities shall be defined as those costs unique to the delivery of reclaimed water and that would not have been incurred if potable water was being delivered.

All of the existing and proposed reclaimed water facilities and the portions of their capital, maintenance and pumping costs that are allowed to be included pursuant to Paragraph 5.2 are listed in Appendix "A" of this Agreement, along with a sample determination of the price of reclaimed water pursuant to Section 5.

For the purposes of this Agreement, the unit cost of operation and maintenance of the Inland Reclamation Plants shall be determined on the basis of District's accounting records and shall be arrived at by dividing the total operation and maintenance costs of the Inland Reclamation Plants by the number of acre-feet of treated effluent therefrom.

5.3 For the first five (5) fiscal years of this Agreement, beginning July 1, 1999, the unit price to be paid by City for reclaimed water provided by District to City under the terms of this Agreement shall be thirty percent (30%) of the unit cost of operation and maintenance of the Inland Reclamation Plants, as defined in Paragraphs 5.1 and 5.2, during the fiscal year in which the reclaimed water was received, rounded to the nearest cent.

5.4 For the subsequent five (5) fiscal years of this Agreement, beginning July 1, 2004, the unit price to be paid by City for the reclaimed water shall be determined using the provisions in Paragraph 5.1 herein. If, at any time during this five (5) year period, the unit price is subject to the "shared savings" provisions in Paragraph 5.1(b), then the unit price to be paid by the City shall be based on the "30% O&M" unit price plus an incremental increase each fiscal year for the remaining years of this second, five (5) fiscal year period. The incremental increase shall be based on the difference between the "shared savings" unit price and the "30% O&M" unit price, divided by the number of years remaining in the second, five (5) fiscal year period. This calculated incremental increase shall be added to the unit price for reclaimed water for the previous fiscal year in order to determine the unit price for the subject fiscal year, through year ten (10) of the contract. This incremental increase and the unit price for the reclaimed water subject to these provisions are determined by the following calculation, an example of which is attached as Appendix "B":

(a) the unit price for the reclaimed water determined for that fiscal year using the "30% O&M" provisions in Paragraph 5.1(a) shall be subtracted from the lesser of either (i) the unit price for that fiscal year using the "shared savings" provisions in Paragraph 5.1(b) or (ii) one hundred percent (100%) of the unit cost of operation and maintenance of the Inland Reclamation Plants, as defined above, during the fiscal year in which the reclaimed water was received, rounded to the nearest cent,

(b) the resulting amount from Paragraph 5.4(a) shall be divided by the number of years remaining until the eleventh year (FY 2009-10),

(c) the resulting amount from Paragraph 5.4(b) shall be added to the reclaimed water rate in effect during the preceding fiscal year, and this shall be the reclaimed water rate for the current fiscal year,

(d) for each subsequent year through and including the tenth year (FY 2008-09), the incremental increase calculated in Paragraph 5.4(b) above, shall be added to the preceding fiscal year's reclaimed water unit price.

(e) if at any time during this second, five (5) year period, the unit price of the reclaimed water reverts to being subject to the "30% O&M" pricing provisions, then the unit price for that fiscal year shall be calculated based on the provisions in Paragraph 5.1(a), and if, in any subsequent years, the pricing calculations for the remaining years in this second five (5) year period shall once again be subject to the "shared savings" pricing provisions, the unit price shall be once again calculated based on the provisions in this Paragraph.

5.5 City costs shall be determined in accordance with generally accepted practices. District shall have the right to audit the relevant books, accounts and records of City during normal business hours upon at least forty-eight (48) hours prior notice to City. District's operation and maintenance costs shall be determined in accordance with generally accepted practices. City shall have the right to audit the relevant books, accounts and records of District during normal business hours upon at least forty-eight (48) hours prior notice to District.

5.6 The operation and maintenance costs of such reclaimed water delivery and distribution facilities located on District's property which are operated or maintained by District on behalf of City shall be paid by City to District. Operation and maintenance costs shall be determined in accordance with generally accepted practices.

5.7 City agrees to sell reclaimed water at a discounted unit rate to District for use at any District-owned facility within City's service area, which can be provided reclaimed water produced wholly or in part at a District's Water Reclamation Plant. Said discounted rate shall only recover the costs for operation and maintenance of City's reclaimed water distribution system, the amortized capital costs for construction of said system and reasonable administrative fees associated with the operation of said system. Said discounted rate shall not include profit margin or any other charge not directly related to the construction, operation and maintenance of said system.

6. Payment for Reclaimed Water

6.1 District shall invoice City for the price of the reclaimed water purchased by City and for all pump station operation and maintenance costs incurred by Districts on behalf of City as specified in

Section 5 hereof within thirty (30) days after the close of each District fiscal year. Said invoices shall be paid within thirty (30) days after presentation thereof by District.

6.2 In the event of non-payment for sixty (60) days after mailing of invoice, District may disconnect City's facilities at point of connection and order all City's facilities removed from District property. This remedy is in addition to all other remedies provided by law.

7. Aesthetic Maintenance

7.1 City agrees to insure the aesthetic acceptability of any property whereon reclaimed water from the Water Reclamation Plant is used, and said maintenance shall include but not be limited to the control of eutrophication of any artificial lakes which are supplied with reclaimed water. City agrees to delegate this responsibility to any and all other purveyors which purchase reclaimed water from City.

8. Metering and Measurement of Flows

8.1 City agrees to install at its own expense or cause to be installed a meter or meters of appropriate size and type for the purpose of measuring the quantity of reclaimed water delivered pursuant to the terms of this Agreement from the Water Reclamation Plant to each location of use both inside the City and within the service areas of other purveyors to which the City resells the reclaimed water. City agrees to inform the District in writing of the total quantity of reclaimed water delivered each month at each location of use and the purposes for which said quantity of reclaimed water was used. Such written notice shall be provided by the end of the month following the month for which the report is being made.

8.2 City hereby agrees that District may enter upon the property whereon reclaimed water is used at any time for purposes of verifying the quantity of reclaimed water delivered to City and shall have full access to all City meters and records which measure and register reclaimed water flow. City agrees to make this provision a part of any and all future agreements for the resale of reclaimed water to both purveyors and customers.

9. Limitation of Use

9.1 City understands and agrees that reclaimed water delivered from the Water Reclamation Plant pursuant to terms hereof has limited uses, and City agrees to use said reclaimed water for only those

uses or purposes which are legally permissible under the laws of the state and the directives of the appropriate regulatory agencies. District will inform the City of any change of which it shall become aware in said legally permissible uses which might affect the City's use of reclaimed water.

10. Term

10.1 The term of this Agreement shall be twenty-five (25) years form the day and year first above written, provided that this Agreement may be terminated at any time by mutual agreement of the parties hereto. The parties do hereby agree that any portion of this Agreement may be revised by written amendment by mutual agreement of the parties hereto.

10.2 District grants to City a one-time option to extend the term of this Agreement for twenty-five (25) years from the termination date contained herein. The extended term of this Agreement shall be subject to the pricing policy, rate structure or other such method employed by the District to determine the price of its reclaimed water in existence at the time the City exercises its option. To exercise this option, City must not be in default of any of the provisions of this Agreement and must deliver written notice of its exercise of the option to the Chief Engineer in the manner specified in Section 12 hereof not earlier than two (2) years nor later than one (1) year prior to the expiration of the term hereof. If the City exercises its option to extend the term of this Agreement, the City shall continue to maintain its annual entitlement of ten thousand (10,000) acre-feet per year of reclaimed water from the Water Reclamation Plant. Any and all of the remaining terms and conditions of this Agreement may be renegotiated with the consent of both parties. Such negotiations shall be conducted reasonably and in good faith.

11. Assignments

11.1 City may not transfer or assign any of its rights under this Agreement without prior written consent of Chief Engineer.

12. Notices

12.1 All notices given pursuant to this Agreement shall address to District or City as set forth below or as District or City may hereafter designate in writing, and shall be sent through the United States Mail, duly registered or certified, return receipt requested with postage prepaid thereon, or by any other method providing positive proof of delivery.

TO DISTRICT

Chief Engineer, General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Post Office Box 4998
Whittier, CA 90601-4998

TO CITY of INDUSTRY

City Manager
City of Industry
15651 East Stafford Street
Post Office Box 7089
Industry, CA 91744-7089

13. Litigation

13.1 Should litigation or arbitration be necessary to enforce or interpret any term or provision of this Agreement or to collect any portion of any amount payable under this Agreement, or otherwise arise out of the operation of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses in addition to any other relief granted to which the prevailing party would otherwise be entitled.

14. Integrated Agreement

14.1 There are no understandings or agreements except as herein expressly stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above set forth.

CITY OF INDUSTRY

By: _____
Mayor, City of Industry

ATTEST:

By: _____
City Clerk, City of Industry

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
Dep. City Atty.

COUNTY SANITATION DISTRICT NO.2
OF LOS ANGELES COUNTY

By: _____
Chairperson, Board of Directors
SEP 27 2000

ATTEST:

By: _____
Secretary

APPROVED AS TO FORM:
KNAPP, MARSH, JONES & DORAN

By: _____

APPENDIX B

Sample Calculation of Reclaimed Water Rate during second, five year "grace" period of Agreement

Assume the following:

Seventh year of contract (i.e., four years remaining in "grace" period)
Flow-weighted O&M of Inland Plants = $120/AF
Minimum Reclaimed Water Unit Price (30% O&M) = $36/AF
Reclaimed Water Unit Price in Preceding Fiscal Year (year 6) = $34/AF
Unit rate for groundwater replacement fee = $280/AF
Unit rate for pumping (energy) groundwater = $79/AF
Unit cost of operating reclaimed water system = $250/AF (not the same as Appendix A for illustrative purposes)

Alternative Water Supply for Industry:

(Groundwater Replacement Fee + Groundwater pumping) * 90% =

($280/AF + $79/AF) * 0.90 =

($359/AF) * 0.90 = **$323.10/AF**

Shared Savings Calculation:

(Alternative Water Rate - Reclaimed Water System Costs) / 2 =

($323.10/AF - $250/AF) / 2 = **$73.10/AF**

Calculation of Reclaimed Water Rate from Paragraph 5.3:

a) Shared Savings Rate - 30% O&M Rate = $73.10/AF -$36/AF = **$37.10/AF**
b) Step increase over remaining 4 years in "grace" period = $37.10/AF / 4 years = **$9.28/AF**
c) Preceding FY Reclaimed Water Rate + Step Increase = $34/AF + $9.28/AF = **$43.28/AF**
d) Year 7 Reclaimed Water Rate = **$43.28/AF**
e) Year 8 Reclaimed Water Rate = $43.28/AF + $9.28/AF = **$52.56/AF**
f) Year 9 Reclaimed Water Rate = $52.56/AF + $9.28/AF = **$61.84/AF**
g) Year 10 Reclaimed Water Rate = $61.84/AF + $9.28/AF = **$71.12/AF**
h) Year 11 Reclaimed Water Rate = Shared Savings Pricing Provision

APPENDIX A
(page 1 of 4)

City Of Industry Reclaimed Water Pricing Estimate (with WVWD Distribution System, Carry-over Deficit and MWD Subsidy)

YEAR	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Estimated Usage (AF)	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032
Capital and O&M costs for Reclaimed Water System															
Amortized capital ($/AF)[3][7]	191	191	191	191	191	191	191	191	191	191	191	191	191	191	191
Annual fixed O&M ($/AF)[1]	76	78	80	82	84	86	88	90	93	95	97	100	102	105	107
Annual variable O&M ($/AF)[1]	89	91	93	96	98	101	103	106	108	111	114	117	120	123	126
MWD Subsidy ($/AF)[2]	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100	-100
Subtotal ($/AF)	**256**	**260**	**264**	**269**	**273**	**278**	**282**	**287**	**292**	**297**	**302**	**307**	**313**	**318**	**324**
Carryover Deficit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total ($/AF)	**256**	**260**	**264**	**269**	**273**	**278**	**282**	**287**	**292**	**297**	**302**	**307**	**313**	**318**	**324**
Alternative Water Supply															
GW Replacement Fee ($/AF)[1]	254	260	267	274	280	287	295	302	309	317	325	333	342	350	359
Variable Costs ($/AF)[1]	72	74	76	78	79	81	83	86	88	90	92	94	97	99	102
Total ($/AF)[6]	**293**	**301**	**308**	**316**	**324**	**332**	**340**	**349**	**357**	**366**	**376**	**385**	**395**	**404**	**415**
Difference Between Reclaimed Water System Cost and Alt. Water Supply ($/AF)	**38**	**41**	**44**	**47**	**51**	**54**	**58**	**62**	**66**	**70**	**74**	**78**	**82**	**86**	**91**
Price for reclaimed water															
Shared savings	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Price Floor[4][1]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	45	46	47	48	49
Price Ceiling[5][1]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phase in policy[9]	35	36	37	38	39	40	41	42	43	44	NA	NA	NA	NA	NA
Total ($/AF)	**35**	**36**	**37**	**38**	**39**	**40**	**41**	**42**	**43**	**44**	**45**	**46**	**47**	**48**	**49**
Total Reclaimed Water Cost to Industry ($/AF)	**291**	**296**	**301**	**306**	**312**	**317**	**323**	**329**	**334**	**341**	**347**	**353**	**360**	**366**	**373**
Total Savings to Industry ($/AF)	**35**	**38**	**42**	**45**	**48**	**52**	**55**	**59**	**63**	**67**	**70**	**75**	**79**	**83**	**87**

Notes:

(1) 2.5% inflation rate
(2) $100/AF Met subsidy for 20 years
(3) 75% of capital costs are included (reflects 25% USBR grant)
(4) reflects 30% O&M of upstream WRPs based on FY98-99
(5) reflects 100% O&M of upstream WRPs based on FY98-99
(6) 10% discount for direct reuse
(7) 2.8% capital finance rate
(8) reflects all capital and O&M costs recovered from water purveyors for existing RWS facilities
(9) reflects price floor for first five years and then increases linearly over next five years, shared saving in place at year 11

Price Floor (30% O&M) ($/AF)	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
Price Ceiling (100% O&M) ($/AF)	116	119	122	125	128	131	135	138	141	145	148	152	156	160	164

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City Of Industry Reclaimed Water Pricing Estimate (with WVWD Distribution System, Carry-over Deficit and MWD Subsidy)

YEAR	2016	2016	2017	2018	2019	2020	2021	2022	2023	2024
Estimated Usage (AF)	7032	7032	7032	7032	7032	7032	7032	7032	7032	7032
Capital and O&M costs for Reclaimed Water System										
Amortized capital ($/AF)[3][7]	191	191	191	191	191	0	0	0	0	0
Annual fixed O&M ($/AF)[1]	110	113	116	118	121	124	128	131	134	137
Annual variable O&M ($/AF)[1]	129	132	135	139	142	146	149	153	157	161
MWD Subsidy ($/AF)[2]	-100	-100	-100	-100	-100	0	0	0	0	0
Subtotal ($/AF)	**330**	**336**	**342**	**348**	**355**	**270**	**277**	**284**	**291**	**298**
Carryover Deficit	0	0	0	0	0	0	0	0	0	0
Total ($/AF)	**330**	**336**	**342**	**348**	**355**	**270**	**277**	**284**	**291**	**298**
Alternative Water Supply										
GW Replacement Fee ($/AF)[1]	368	377	386	396	406	416	427	437	448	459
Variable Costs ($/AF)[1]	104	107	110	112	115	118	121	124	127	130
Total ($/AF)[8]	**425**	**436**	**446**	**458**	**469**	**481**	**493**	**505**	**518**	**531**
Difference Between Reclaimed Water System Cost and Alt. Water Supply ($/AF)	**95**	**100**	**105**	**110**	**115**	**211**	**216**	**221**	**227**	**233**
Price for reclaimed water										
Shared savings	NA	NA	NA	55	57	105	108	111	113	116
Price Floor[4][1]	51	52	53	NA	NA	NA	NA	NA	NA	NA
Price Ceiling[5][1]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Phase in policy[9]	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total ($/AF)	**51**	**52**	**53**	**55**	**57**	**105**	**108**	**111**	**113**	**116**
Total Reclaimed Water Cost to Industry ($/AF)	**380**	**388**	**395**	**403**	**412**	**375**	**385**	**394**	**404**	**414**
Total Savings to Industry ($/AF)	**92**	**96**	**101**	**106**	**109**	**159**	**163**	**167**	**171**	**175**

Price Floor (30% O&M) ($/AF)	51	52	53	55	56	57	59	60	62	63
Price Ceiling (100% O&M) ($/AF)	168	172	177	181	185	190	195	200	205	210

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APPENDIX A
(page 3 of 4)
City of Industry (with WVWD Distribution System)

	CAPITAL COSTS		Fraction of Unique Cost Allocation	UNIQUE COSTS ASSOCIATED W/ RECLAIM WATER SYSTEM	COMMENTS
PIPELINES	EXISTING	PROPOSED			
PL-1	$3,730,859		0.00	$0	Existing line.
PL-2	$372,768		0.00	$0	Existing line.
PL-3	$302,874		0.00	$0	Existing line.
PL-4		$451,238	1.00	$451,238	
PL-5		$119,358	1.00	$119,358	
PL-6	$805,139		1.00	$805,139	New segment, never used.
PL-7		$324,579	1.00	$324,579	
PL-8		$64,324	1.00	$64,324	
PL-9		$231,842	1.00	$231,842	
PL-10		$47,814	1.00	$47,814	
PL-11		$316,851	1.00	$316,851	
PL-12		$150,403	1.00	$150,403	
PL-13		$485,128	1.00	$485,128	
PL-14	$67,914	$79,380	0.11	$8,997	Only Walnut Valley portion considered unique.
PL-15		$75,222	0.34	$25,392	Only Walnut Valley portion considered unique.
PL-16		$2,537,123	1.00	$2,537,123	
PL-17		$1,120,433	1.00	$1,120,433	
PL-18		$273,189	1.00	$273,189	
WVWD		$7,087,500	1.00	$7,087,500	
SUBTOTAL	***$5,279,554***	***$13,364,384***		***$14,049,310***	
PUMP STATIONS					
PP-1	$759,085		0.00	$0	Existing pump.
PP-2	$500,691		0.00	$0	Existing pump.
PP-3	$546,345		0.00	$0	Existing pump.
PP-4		$3,078,500	1.00	$3,078,500	
PP-5	$200,000	$338,656	0.11	$38,382	Only Walnut Valley portion considered unique.
PP-6		$104,357	0.34	$35,227	Only Walnut Valley portion considered unique.
WVWD		$3,712,500	1.00	$3,712,500	
SUBTOTAL	***$2,006,121***	***$7,234,013***		***$6,864,609***	
RESERVOIRS					
R-1	$1,043,480		0.00	$0	Existing reservoir.
R-2	$750,976		0.00	$0	Existing reservoir.
R-3	$500,651		0.00	$0	Existing reservoir.
R-4		$1,805,275	1.00	$1,805,275	
R-5		$2,106,000	0.72	$1,522,800	Only WV, WC and RH portion considered unique.
R-6	$600,000	$1,237,702	0.07	$81,428	Only Walnut Valley portion considered unique.
R-7		$919,089	0.58	$528,680	Only Walnut Valley portion considered unique.
WVWD		$2,295,000	1.00	$2,295,000	
SUBTOTAL	***$2,895,107***	***$8,363,066***		***$6,233,182***	
TOTAL	**$10,180,782**	**$28,961,463**		**$27,147,101**	
COMBINED TOTAL	**$39,142,245**				

Capital costs used for pricing	$27,147,101	
USBR Grant	25%	
Capital costs used for pricing[1]	**$20,360,326**	
Capital costs used for pricing[1][2]	**$2,895.38**	
Interest Rate	2.8%	
Term	20	years
Amortized capital costs[1]	$1,343,354	per YR
Amortized capital costs[1][2]	$191	per AF/YR

Notes:
1. Based on 25% grant from USBR
2. Based on 7,032 AF/YR

APPENDIX A
(page 4 of 4)
City of Industry (with WVWD Distribution System)

	ANNUAL FIXED O&M COSTS	Fraction of Unique Cost Allocation	UNIQUE COSTS ASSOCIATED W/ RECLAIM WATER SYSTEM	COMMENTS
PIPELINES				
PL-1	$15,696	1.00	$15,696	
PL-2	$2,304	1.00	$2,304	
PL-3	$1,872	1.00	$1,872	
PL-4	$1,260	1.00	$1,260	
PL-5	$475	1.00	$475	
PL-6	$3,456	1.00	$3,456	
PL-7	$1,512	1.00	$1,512	
PL-8	$1,591	1.00	$1,591	
PL-9	$1,080	1.00	$1,080	
PL-10	$958	1.00	$958	
PL-11	$1,476	1.00	$1,476	
PL-12	$2,578	1.00	$2,578	
PL-13	$2,866	1.00	$2,866	
PL-14	$1,512	0.11	$171	Only Walnut Valley portion considered unique.
PL-15	$1,433	0.34	$484	Only Walnut Valley portion considered unique.
PL-16	$8,201	1.00	$8,201	
PL-17	$3,622	1.00	$3,622	
PL-18	$4,111	1.00	$4,111	
WVWD	$259,200	1.00	$259,200	
SUBTOTAL	***$315,203***		***$312,913***	
PUMP STATIONS				
PP-1	$22,906	1.00	$22,906	
PP-2	$7,510	0.00	$0	Would be required for potable source.
PP-3	$8,213	0.00	$0	Would be required for potable source.
PP-4	$46,178	1.00	$46,178	
PP-5	$8,080	0.11	$916	Only Walnut Valley portion considered unique.
PP-6	$1,565	0.34	$528	Only Walnut Valley portion considered unique.
WVWD	$42,308	1.00	$42,308	
SUBTOTAL	***$136,760***		***$112,836***	
RESERVOIRS				
R-1	$13,315	0.00	$0	Would be required for potable source.
R-2	$10,390	0.00	$0	Would be required for potable source.
R-3	$7,887	0.00	$0	Would be required for potable source.
R-4	$20,933	1.00	$20,933	
R-5	$23,940	0.72	$17,310	Only WV, WC and RH portion considered unique.
R-6	$21,257	0.07	$1,398	Only Walnut Valley portion considered unique.
R-7	$12,071	0.58	$6,943	Only Walnut Valley portion considered unique.
WVWD	$61,588	1.00	$61,588	
SUBTOTAL	***$171,381***		***$108,173***	
TOTAL	**$623,344**		**$533,923**	
Fixed O&M costs used for pricing	**$533,923**			
Fixed O&M costs used for pricing	**$76**			

Annual Variable O&M Costs

PUMP STATIONS	Pumping costs (included in annual O&M)			Comments
PP-1	$42,715	1.00	$42,715	
PP-2	$117,589	0.00	$0	Would be required for potable source.
PP-3	$128,311	0.00	$0	Would be required for potable source.
PP-4	$453,497	1.00	$453,497	
PP-5	$103,115	0.11	$11,687	Only Walnut Valley portion considered unique.
PP-6	$16,740	0.34	$5,651	Only Walnut Valley portion considered unique.
WVWD	$111,557	1.00	$111,557	
SUBTOTAL	***$973,524***		***$625,106***	
Variable O&M costs used for pricing	**$625,106**			
Variable O&M costs used for pricing	**$89**	**per AF/YR**		

WATER RECLAMATION
SOLID WASTE MANAGEMENT

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
Telephone: (562) 699-7411, FAX: (562) 699-5422
www.lacsd.org

JAMES F. STAHL
Chief Engineer and General Manager

December 14, 2005
File No. 83-01.01-00

City of Industry
Attn: Mr. John Ballas
15651 Stafford
Industry, CA 91744

Dear Mr. Ballas:

Invoicing for Reclaimed Water
Fiscal Year 2004-2005

This is the invoice for reclaimed water usage for the City of Industry for fiscal year 2004-2005 (FY 04-05). As indicated in Contract No. 3756, the City of Industry is responsible for reclaimed water usage costs and pump operation and maintenance costs associated with the delivery of reclaimed water. Therefore, this invoice includes reclaimed water usage costs and operation and maintenance costs for FY 04-05. The unit price for reclaimed water for FY 04-05 has been calculated at $64.59 per acre-foot, as detailed below. The total amount due for FY 04-05 is $104,635.80.

Section 5.4 of the policy sets the unit price of reclaimed water as follows, for the second five fiscal years of the Agreement, beginning July 1, 2004, the unit price ($/AF) to be paid by the City of Industry for reclaimed water delivered shall be the greater of (a) or (b) but not to exceed (c). However, during this five year period, if the unit price is subject to "Shared Savings" then the unit price shall be based on the "30% O&M" unit price plus an incremental increase. Table 1 presents reclaimed water unit costs considered.

(a) Price Floor = 30% O&M of Upstream WRPs
(b) Shared Savings Price = (90% Alternative Supply Rate - Capital and O&M Costs) / 2
(c) Price Ceiling = 100% O&M of Upstream WRPs

Table 1 - Unit Costs Considered in Reclaimed Water Pricing Policy FY 04-05 ($/AF)

	50% of the savings from using reclaimed water[1]	Minimum: 30% Upstream WRP O&M	Maximum: 100% Upstream WRP O&M
Unit Cost	No Savings	$64.59	$215.32

[1]Savings calculation is based on capital, unique operation and maintenance costs associated with reclaimed water usage provided by the City of Industry.

Since there are no savings associated with using reclaimed water, based on the annual usage of 905.93 AF, the unit cost for reclaimed water for the City of Industry for water usage during FY 04-05 is $64.59/AF, calculated using 30% O&M.

If you have any questions, please feel free to contact Ms. Monica Gasca at (562) 699-7411, extension 2838.

Very truly yours,

James F. Stahl

Ann Heil
Supervising Engineer
Monitoring Section

AH:MG

Attachment

COUNTY SANITATION DISTRICTS
OF
LOS ANGELES COUNTY

STEPHEN R. MAGUIN
CHIEF ENGINEER AND GENERAL MANAGER

1955 WORKMAN MILL ROAD / WHITTIER, CALIFORNIA
MAILING ADDRESS / P.O. BOX 4998, WHITTIER, CALIFORNIA 90607
TELEPHONE: (562) 699-7411

Accounting Dept., Extension 1114

IN ACCOUNT WITH City of Industry
Attn: Mr. John Ballas
15651 Stafford
Industry, CA 91744

DATE October 11, 2007

No. 8

CONTRACT NO. 3756 DATED: September 27, 2000

Actual payment in accordance with terms of contract for reclaimed water and delivery costs during the period of July 1, 2006 through June 30, 2007.

Reclaimed Water 932.88 af @ $79.45/af	$ 74,117.32
Pump Operation & Maintenance	719.19
Power Cost 235,520 KWH @ $0.117/kwh	27,555.84
TOTAL AMOUNT DUE	$102,392.35

$0.77/AF

$29.54/AF

$109.76/AF

MAKE ALL CHECKS PAYABLE TO COUNTY SANITATION DISTRICT NO 2 (CSD2D)

LOS ANGELES COUNTY
SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

December ___, 2025

Joshua Nelson
City Manager
City of Industry
15625 Mayor Dave Way
Industry, CA 91744

Dear Mr. Nelson:

Second Extension of Agreement for Purchase and Sale of Recycled Water
Between County Sanitation District No. 2 of Los Angeles County and City of Industry

County Sanitation District No. 2 of Los Angeles County ("District") and the City of Industry ("City") (each a "Party" and together, the "Parties") entered into an Agreement for the purchase and sale of recycled water on September 27, 2000 ("Agreement"). Pursuant to the terms of the Agreement, the District supplies recycled water from the San Jose Creek Water Reclamation Plant to the City. Per Section 10.1 of the Agreement, the Agreement was originally set to expire on September 27, 2025. However, Section 10.1 also expressly provides that "any portion of this Agreement may be revised by written amendment by mutual agreement of the parties hereto." On September 17, 2025 the District and the City signed a letter amendment extending the expiration date of the Agreement to December 31, 2025.

The Parties are currently in the process of negotiating a new contract between them to replace the Agreement for the purchase and sale of recycled water from the San Jose Creek Water Reclamation Plant, but require an additional time extension to finalize and duly execute the new contract.

The purpose of this letter is to confirm the mutual agreement of the District and the City to extend the Agreement until March 31, 2026 in accordance with the procedures set forth in Section 10.1 therein. The extended term of the Agreement will expire on March 31, 2026, unless the District and the City agree to replace the Agreement with a newly executed contract or agree to further extensions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

By signing below each of the District and City accept and agree to the extension of the Agreement. Once signed, please return a copy to the District for its records.

Robert C. Ferrante Chief Engineer and General Manager County Sanitation District No. 2 of Los Angeles County	Joshua Nelson City Manager City of Industry

DRAFT

ITEM NO. 6.6

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: December 11, 2025

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with ADVANTEC Consulting Engineers, Inc., to provide an Intelligent Transportation Systems Master Plan, extending the term through December 31, 2028, revising the scope of services, revising the rate schedule, and increasing compensation by $19,630

Background:

In order to serve City businesses and residences more efficiently, Staff recommended that the City develop an Intelligent Transportation Systems ("ITS") Master Plan to serve as a roadmap to design, implement, operate, and maintain the next generation of smart mobility technologies. The ITS system will be a flexible and open system, capable of adopting new technology and sharing traffic information with the public and other agencies. On March 10, 2022, the City Council approved a Professional Services Agreement ("Agreement") with ADVANTEC Consulting Engineers, Inc. ("ADVANTEC") to provide an Intelligent Transportation Systems Master Plan. The scope of work included data collection and field inventory, preparation of an ITS Master Plan report, and an ITS technology assessment report.

On January 11, 2024 the City Council approved Amendment No. 1 to the Agreement, extending the term through December 31, 2025, and increasing compensation by $44,710.00.

Discussion:

The Agreement expires on December 31, 2025. ADVANTEC is continuing to develop the ITS master plan, and Staff recommends extending the term through December 31, 2028, and revising the rate schedule to include ADVANTEC's current rates. In addition, the scope of work is expanded to include looking into the Temple Avenue and Azusa Avenue corridor to manage the influx of traffic, using the ITS devices, during major events. It is necessary to increase

compensation by $19,630.00 for the term extension and additional scope of services.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	$175,060.00
Amendment No. 1	$44,710.00
Amendment No. 2	$19,630.00
Revised Project Cost	**$239,400.00**

The fiscal impact is $19,630.00. In the adopted Fiscal Year 2025-2026 Capital Improvement Project budget, $40,000.00 is approved for this project (Account No. 120-704-5130, MP 22-09).

Recommendation:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with ADVANTEC.

Exhibits:

1. Amendment No. 2 - Advantec
2. Approval Letter - Advantec

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH
ADVANTEC CONSULTING ENGINEERS, INC.

This Amendment No. 2 to the Professional Services Agreement ("Agreement") is made and entered into this 11th day of December, 2025, ("Effective Date") by and between the City of Industry ("City"), a municipal corporation, and ADVANTEC Consulting Engineers, Inc., a California corporation, ("Consultant"). City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about March 10, 2022, the City Council approved a Professional Services Agreement ("Agreement") with Consultant to provide an Intelligent Transportation Systems Master Plan; and

WHEREAS, on or about January 11, 2024 the City Council approved Amendment No. 1 to the Agreement, extending the term through December 31, 2025, and increasing compensation by $44,710.00; and

WHEREAS, the Agreement expires on December 31, 2025, and in order to allow the Consultant to continue the services, it is necessary to extend term through December 30, 2028, revise the rate schedule to include the Consultant's current rates, replace the scope of services to include additional work along specific corridors in the City, and increase compensation by $19,630.00; and

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

AMENDMENT

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

1. TERM

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

The Agreement shall commence on Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 30, 2028, unless sooner terminated to the provisions of this Agreement.

4. PAYMENT

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

This amount shall not exceed Two Hundred Thirty Nine Thousand Four Hundred Dollars ($239,400.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT A, SCOPE OF SERVICES

The Scope of Services is hereby rescinded to include the services set forth in Attachment 1, attached hereto and incorporated herein by reference.

EXHIBIT B, RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 2, attached hereto, and incorporated herein by reference.

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 have executed this Amendment No. 2 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
ADVANTEC Consulting Engineers, Inc.

By: _____
Carlos Ortiz, Chief Operating Officer

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 provide the following engineering services for the Intelligent Transportation Systems ("ITS") Master Plan project:

Task 1 Data Collection and Field Inventory

Consultant will coordinate with City Staff, collect and review available data for use and reference associated with the project, including the City's traffic signals, communication systems, existing roadway improvements, and future project plans. Consultant's Senior ITS/System Engineers will conduct a thorough field review at each project signalized intersection, along the project corridors, at locations to verify existing ITS elements, communication systems, communication hubs, and City Hall equipment.

Task 2 ITS Master Plan Report

The ITS Master Plan will address the existing traffic signal controllers (170 Type) and software (LA County LACO I and LACO III) and provide a transition plan to migrate to latest 2070 Advanced Traffic Controllers ("ATC") and software. Consultant will discuss these options with Los Angeles County Public Works Department since they maintain the City's traffic signal system. This will be used as the roadmap for the selection of the phased implementation plan, integration of state-of-the-art technologies, connectivity to City Hall, external Virtual Private Network ("VPN") connectivity, and City preparation for integration of future transportation technologies. In addition, Consultant will discuss with City Staff to include inter-agency communications with adjacent cities and Caltrans, and with the County of Los Angeles Information Exchange Network ("IEN"). The ITS Master Plan will be prepared in report format and will include sections that address the following project elements: Executive Summary, Introduction, Existing Systems Inventory and Evaluation, Evaluation of Surrounding Systems, Assessment of ITS Opportunities, Development of System Engineering Management Plan ("SEMP"), Concept of Operations ("ConOps") and Strategic Deployment Plan, Inter-Agency Communication Needs, Funding Strategies Plan, and System Requirement Plan. The ITS Master Plan can also include other ITS Solutions/Assessment and Evaluation of ITS Technologies. Consultant will provide the City with other ITS solutions that can enhance the City's operations and traffic management of the intersections and roadway systems to improve mobility, safety, and enhance the environment. These technologies may include: adaptive traffic control, arterial performance measurements, special events management systems, incident management systems, CAV Technologies. Consultant will analyze Temple Avenue and Azusa Avenue corridor to manage the influx of traffic using the ITS devices, during major events.

Task 3 ITS Technology Assessment Report

Consultant will provide a technology assessment to select and implement the "Open Architecture" technology (hardware and software) for new ITS field elements and ethernet communication systems. The technology assessment will include various ITS technologies that are currently available on the market. This includes identifying stakeholder needs, system requirements, preparing a list of available systems, a description of each system, and a comparison analysis of each system's assembly, functional requirements, operational requirements, hardware requirements, communication requirements, performance, reliability,

output data, performance measures, ease of installation, operation, maintenance, warranty, and interface with adjacent agencies, if required.

Task 4 Project Management, Coordination and Meetings

Consultant will provide project management and coordination activities throughout all the aspects of the project including project administration, monthly progress reports, invoices, and thorough quality control. Consultant will schedule and conduct a kick-off meeting with the City to discuss the overall project, planning and design objectives, constraints, requirements, schedule, develop action items, and understanding next steps. Consultant will conduct the kick-off meeting and up to eight (8) meetings at City Hall. As part of this task, Consultant will provide project coordination with City's project manager/stakeholders, as directed.

ATTACHMENT 2
EXHIBIT B

RATE SCHEULE

• Principal	$390 / hour
• Senior Project Manager/Senior Engineer VIII	$330 / hour
• Senior Project Manager/ Senior Engineer VII	$270 / hour
• Project Manager/ Senior Engineer VI	$230 / hour
• Project Manager/ Engineer V-3	$210 / hour
• Project Manager/ Engineer V-2	$190 / hour
• Project Manager/ Engineer V-1	$170 / hour
• Associate Engineer IV	$150 / hour
• Associate Engineer III	$140 / hour
• Assistant Engineer II	$130 / hour
• Assistant Engineer I	$115 / hour
• Administrative III	$150 / hour
• Administrative II	$125 / hour
• Administrative I	$105 / hour

Mileage	
In-House Plotting (Mylar)	$20.00 per D-size sheet
In-House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	at Cost

EXHIBIT A TO AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH ADVANTEC CONSULTING ENGINEERS, INC. DATED MARCH 10, 2022

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 10, 2022 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and ADVANTEC Consulting Engineers, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing entity providing traffic 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 One Hundred Seventy Five Thousand Sixty Dollars ($175,060.00) 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 other than for 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.

(c) Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

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 Mayor Dave Way 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:	ADVANTEC Consulting Engineers, Inc. 1200 Roosevelt Irvine, CA 92620 Attention: Carlos Ortiz, Chief Operating Officer

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 subconstultant 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

By: _____
Joshua Nelson, City Manager

"CONSULTANT"
ADVANTEC Consulting Engineers, Inc.

By: _____
Carlos Ortiz, Chief Operating Officer

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 provide the following engineering services for the Intelligent Transportation Systems ("ITS") Master Plan project:

Task 1 Data Collection and Field Inventory

Consultant will coordinate with City Staff, collect and review available data for use and reference associated with the project, including the City's traffic signals, communication systems, existing roadway improvements, and future project plans. Consultant's Senior ITS/System Engineers will conduct a thorough field review at each project signalized intersection, along the project corridors, at locations to verify existing ITS elements, communication systems, communication hubs, and City Hall equipment.

Task 2 ITS Master Plan Report

The ITS Master Plan will address the existing traffic signal controllers (170 Type) and software (LA County LACO I and LACO III) and provide a transition plan to migrate to latest 2070 Advanced Traffic Controllers ("ATC") and software. Consultant will discuss these options with Los Angeles County Public Works Department since they maintain the City's traffic signal system. This will be used as the roadmap for the selection of the phased implementation plan, integration of state-of-the-art technologies, connectivity to City Hall, external Virtual Private Network ("VPN") connectivity, and City preparation for integration of future transportation technologies. In addition, Consultant will discuss with City Staff to include inter-agency communications with adjacent cities and Caltrans, and with the County of Los Angeles Information Exchange Network ("IEN"). The ITS Master Plan will be prepared in report format and will include sections that address the following project elements: Executive Summary, Introduction, Existing Systems Inventory and Evaluation, Evaluation of Surrounding Systems, Assessment of ITS Opportunities, Development of System Engineering Management Plan ("SEMP"), Concept of Operations ("ConOps") and Strategic Deployment Plan, Inter-Agency Communication Needs, Funding Strategies Plan, and System Requirement Plan. The ITS Master Plan can also include other ITS Solutions/Assessment and Evaluation of ITS Technologies. Consultant will provide the City with other ITS solutions that can enhance the City's operations and traffic management of the intersections and roadway systems to improve mobility, safety, and enhance the environment. These technologies may include: adaptive traffic control, arterial performance measurements, special events management systems, incident management systems, CAV Technologies.

Task 3 ITS Technology Assessment Report

Consultant will provide a technology assessment to select and implement the "Open Architecture" technology (hardware and software) for new ITS field elements and ethernet communication systems. The technology assessment will include various ITS technologies that are currently available on the market. This includes identifying stakeholder needs, system requirements, preparing a list of available systems, a

description of each system, and a comparison analysis of each system's assembly, functional requirements, operational requirements, hardware requirements, communication requirements, performance, reliability, output data, performance measures, ease of installation, operation, maintenance, warranty, and interface with adjacent agencies, if required.

Task 4 Project Management, Coordination and Meetings

Consultant will provide project management and coordination activities throughout all the aspects of the project including project administration, monthly progress reports, invoices, and thorough quality control. Consultant will schedule and conduct a kick-off meeting with the City to discuss the overall project, planning and design objectives, constraints, requirements, schedule, develop action items, and understanding next steps. Consultant will conduct the kick-off meeting and up to eight (8) meetings at City Hall. As part of this task, Consultant will provide project coordination with City's project manager/stakeholders, as directed.

EXHIBIT B

RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Project Manager	$340
Senior Technical Manager	$260
QA/QC	$260
System Engineer	$190
Project Engineer	$150
Project Engineer	$150
Design Engineer	$125
Senior Graphics/Cad Technician	$150

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.

ITEM NO. 6.7

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
James Cramsie, Sr. Director of Engineering
Sean Calvillo, Director of Operations

DATE: December 11, 2025

SUBJECT: Consideration of Amendment No. 2 to the Measure M Funding Agreement with the Los Angeles County Metropolitan Transportation Authority for the East-West Bikeway Project

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Background:

On July 28, 2022, City entered into an agreement with the Los Angeles County Metropolitan Transportation Authority ("LA Metro") to receive $1,492,500.00 for design and construction of the East-West Bikeway Project (Project ID number MM4701.04).

The executed agreement shows project completion in FY 25-26 and identifies the limits of the East-West Bikeway as the entire length of the City from Grand Avenue on the east, to 7th Avenue on the west, a distance of about 10 miles along the San Jose Creek as alignment option 1, and adjacent to Valley Boulevard as option 2.

During the course of preliminary design, it became evident sufficient funding would not be available to construct the entire ten miles of the Bikeway under one contract. Therefore, the Project was phased, with phase 1 extending from Azusa Avenue on the east, to Common Avenue on the west, along Valley Blvd. It was also determined that the design and construction could not be completed by FY 25-26, as stipulated in the executed agreement.

On May 24, 2023, LA Metro issued an amendment to the funding agreement, granting the City's request for a time extension, and revisions to the project limits. Expenditures beyond June 30, 2026 (FY 25-26) will not be eligible for Measure M funds. The City is eligible for reimbursement from Metro for two years after each fiscal year allotment. The breakdown of fiscal year funding includes: $50,000 FY 20-21 (completed), $380,000 FY 21-22 (eligible through June 30, 2024), $720,000 FY 22-23 (eligible through June 30, 2025), and $342,500 FY 23-24 (eligible through

June 30, 2026). On July 27, 2023, Amendment No. 1 was approved.

Discussion:

Due to practical considerations in meeting the goals regarding the project limits and schedule in the executed agreement, the City requested Metro extend the project delivery deadline to FY 27-28, and revise the funding breakdown to the following: $940,000.00 for design (eligible through June 30, 2027) and $552,500.00 for construction (eligible through June 30, 2029). Now the City will have until FY 27-28 to complete the project construction through this Amendment. Any additional funding requirements will utilize the City's CIP funds or possibly any future grant funding sources.

Fiscal Impact:

The East-West Bikeway project (CIP-STR-19-063-B/MP 24-07) is approved in the adopted FY 25-26 Capital Improvement Project budget (Account No. 120-702-5130) and is also partially funded by Proposition C revenues (Account No. 104-300-5130). Additionally, the Project is funded by Metro's Measure M (Project ID number MM4701.04), and the City has received $773,802.00 in disbursements for work on the design of the project to date.

Recommendation:

Staff recommends City Council approval of the Amendment No. 2 to Measure M Funding Agreement.

Exhibits:

1. Amendment No. 2 to Measure M Funding Agreement Multi-Year Subregional Programs

AMENDMENT No. 2 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF CITY OF INDUSTRY AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated as of July 1, 2025 by and between the City of Industry ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M470104, dated June 1, 2022, which was amended on April 1, 2023 (as amended, the "Existing FA"), which Existing FA provides for the City of Industry East-West Bikeway Project, ("the Project"); and

B. WHEREAS, the LACMTA Board on May 27, 2021, delegated administrative authority to staff to extend the funding lapsing date of the Measure M Funds previously approved to meet environmental, design, right-of-way, and construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2022-23 June 30, 2026, and FY 2023-24 funds to June 30, 2027; and

D. WHEREAS, LACMTA and GRANTEE mutually agreed to increase the GRANTEE funding to $11,311,841 to accommodate an overall increase in total project costs; and

E. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vi) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vi) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2020-21 and FY 2021-22 have been expended and no longer available. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2026. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2027."

2. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

3. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-2, attached.

4. Attachment C-1 of the Existing FA is hereby replaced by Attachment C-2, attached.

5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2025.10.22 16:31:37 -08'00' Date: _____
Deputy

GRANTEE:

CITY OF INDUSTRY

By: _____ Date: _____
Joshua Nelson
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
James M. Casso
City Attorney

ATTACHMENT A-2 -PROJECT FUNDING

Measure M Active Transportation Programs - Funding Agreement Project - FA#: 9200000000M470104

Project Title: City of Industry East-West Bikeway Project Project ID#: MM4701.04

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2022-23	FY2023-24	FY2024-25	FY2025-26	FY 2026-27	FY 2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE M MSP FUNDS	$ 430,000	$ 720,000	$ 342,500					$ 1,492,500	
SUM PROG LACMTA FUNDS	$ 430,000	$ 720,000	$ 342,500	$ -	$ -	$ -	$ -	$ 1,492,500	**12%**
OTHER NON LACMTA FUNDING:									
LOCAL: CITY OF INDUSTRY	$ 49,705	$ 87,525	$ 168,000	$ 254,000	$ 500,000	$ 7,500,000	$ 2,752,611	$ 11,311,841	88%
STATE:								$ -	0%
FEDERAL:								$ -	0%
PRIVATE OR OTHER:								$ -	0%
SUM NON-LACMTA FUNDS	$ 49,705	$ 87,525	$ 168,000	$ 254,000	$ 500,000	$ 7,500,000	$ 2,752,611	$ 11,311,841	**88%**
TOTAL PROJECT FUNDS	**$ 479,705**	**$ 807,525**	**$ 510,500**	**$ 254,000**	**$ 500,000**	**$ 7,500,000**	**$ 2,752,611**	**$ 12,804,341**	**100%**

ATTACHMENT B-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M - Active Transportation Program - Funding Agreement Project - FA#: 9200000000M470104
Project Title: City of Industry East-West Bikeway Project Project ID#: MM4701.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E						$49,450	$50,000	$50,000	$149,450
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$0**	**$0**	**$0**	**$49,450**	**$50,000**	**$50,000**	**$149,450**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$49,450**	**$50,000**	**$50,000**	**$149,450**
OTHER NON LACMTA FUNDING:									
LOCAL: City of Industry									
Planning Activities/Proj Dev	$11,845			$37,860	$9,525				$59,230
Environmental						$10,000	$10,000	$10,000	$30,000
Design and PS&E							$24,000	$24,000	$48,000
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$11,845**	**$0**	**$0**	**$37,860**	**$9,525**	**$10,000**	**$34,000**	**$34,000**	**$137,230**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$11,845**	**$0**	**$0**	**$37,860**	**$9,525**	**$10,000**	**$34,000**	**$34,000**	**$137,230**
PROJECT FUNDING FY2021-22 and FY2022-23	**$11,845**	**$0**	**$0**	**$37,860**	**$9,525**	**$59,450**	**$84,000**	**$84,000**	**$286,680**

ATTACHMENT B-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M - Active Transportation Program - Funding Agreement Project - FA#: 9200000000M470104
Project Title: City of Industry East-West Bikeway Project Project ID#: MM4701.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$110,000	$110,000	$110,000	$95,000	$95,000	$95,000	$95,000	$80,550	$790,550
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$110,000**	**$110,000**	**$110,000**	**$95,000**	**$95,000**	**$95,000**	**$95,000**	**$80,550**	**$790,550**
SUM PROG LACMTA FUNDS:	**$110,000**	**$110,000**	**$110,000**	**$95,000**	**$95,000**	**$95,000**	**$95,000**	**$80,550**	**$790,550**
OTHER NON LACMTA FUNDING:									
LOCAL: City of Industry									
Planning Activities/Prog Dev									$0
Environmental	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000		$70,000
Design and PS&E	$24,000	$24,000	$24,000	$56,000	$56,000	$56,000	$56,000	$56,000	$352,000
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$34,000**	**$34,000**	**$34,000**	**$66,000**	**$66,000**	**$66,000**	**$66,000**	**$56,000**	**$422,000**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$34,000**	**$34,000**	**$34,000**	**$66,000**	**$66,000**	**$66,000**	**$66,000**	**$56,000**	**$422,000**
PROJECT FUNDING FY2023-24 and FY2024-25	**$144,000**	**$144,000**	**$144,000**	**$161,000**	**$161,000**	**$161,000**	**$161,000**	**$136,550**	**$1,212,550**

ATTACHMENT B-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M - Active Transportation Program - Funding Agreement Project - FA#: 9200000000M470104
Project Title: City of Industry East-West Bikeway Project Project ID#: MM4701.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction					$171,250	$171,250	$210,000		$552,500
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$0**	**$0**	**$171,250**	**$171,250**	**$210,000**	**$0**	**$552,500**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$171,250**	**$171,250**	**$210,000**	**$0**	**$552,500**
OTHER NON LACMTA FUNDING:									
LOCAL: City of Industry									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction					$2,000,000	$2,000,000	$2,000,000	$2,000,000	$8,000,000
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$8,000,000**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$8,000,000**
PROJECT FUNDING FY2025-26 and FY2026-27	**$0**	**$0**	**$0**	**$0**	**$2,171,250**	**$2,171,250**	**$2,210,000**	**$2,000,000**	**$8,552,500**

ATTACHMENT B-2 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M - Active Transportation Program - Funding Agreement Project - FA#: 9200000000M470104
Project Title: City of Industry East-West Bikeway Project Project ID#: MM4701.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2027-28 Qtr 1	FY 2027-28 Qtr 2	FY 2027-28 Qtr 3	FY 2027-28 Qtr 4	FY 2028-29 Qtr 1	FY 2028-29 Qtr 2	FY 2028-29 Qtr 3	FY 2028-29 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OTHER NON LACMTA FUNDING:									
LOCAL: City of Industry									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$2,752,611								$2,752,611
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$2,752,611**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,752,611**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$2,752,611**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,752,611**
PROJECT FUNDING FY2027-28 and FY2028-29	**$2,752,611**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,752,611**
TOTAL LACMTA FUNDS	**$110,000**	**$110,000**	**$110,000**	**$95,000**	**$266,250**	**$315,700**	**$355,000**	**$130,550**	**$1,492,500**
TOTAL NON-LACMTA FUNDS	**$2,798,456**	**$34,000**	**$34,000**	**$103,860**	**$2,075,525**	**$2,076,000**	**$2,100,000**	**$2,090,000**	**$11,311,841**
TOTAL PROJECT FUNDING	**$2,908,456**	**$144,000**	**$144,000**	**$198,860**	**$2,341,775**	**$2,391,700**	**$2,455,000**	**$2,220,550**	**$12,804,341**

ATTACHMENT C-2
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: City of Industry East-West Bikeway Project

PROJECT LOCATION/LIMITS/AREA:

The project is located in the City of Industry in the San Gabriel Valley subregion area and traverses the entire City, an approximate distance of ten (10) miles in an east-west direction from Seventh Avenue on the west to Grand Avenue on the east.

As shown on Sheet 1 of Exhibit A, over 80% of the preferred alignment for the bikeway consists of a Class I bike path. The alignment joins the existing Class I bike path at Seventh Avenue and continues approximately two (2) miles east along the south side of San Jose Creek to Parriott Place. It then continues north and east as a combination of Class III and Class IV bikeways on surface streets to Old Valley Boulevard at Valley Boulevard overcrossing, where it again transitions to a Class I bike path adjacent to and within the current Union Pacific Railroad (UPRR) right-of-way, along the south side of Old Valley Boulevard and Valley Boulevard and continues east to Fullerton Road. The project proposes to convert one existing southbound traffic lane on Fullerton Road to a Class I bike path between Valley Boulevard and Arenth Avenue. A proposed staging area south of Arenth Avenue will facilitate bike path crossing to the east side of Fullerton Road and onto the southerly San Jose Creek maintenance road as a Class I bike path to Grand Avenue. The approximate total length of the bikeway is ten (10) miles. A future Class I bike path on Fairway Drive will also link Valley Boulevard to San Jose Creek.

City of Industry will use the grant from Measure M funding for the design and construction of the initial phase of the bikeway, from Common Avenue to Azusa Way, as shown in Exhibit B. City will use local funds to pay for the balance of cost for this segment.

A staging area at the west end of the initial phase on the south side of Old Valley Boulevard, across from Common Avenue, will provide direct access to the existing adjacent bus stop. The staging area will serve as the trailhead for this initial phase of the bike path and will include amenities, such as a bench and trash receptacle.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The project will build an east-west bikeway across the entire City. After careful analysis of several different alignment alternatives, it was found that utilizing the Union Pacific Railroad right-of-way between Common Avenue and Fullerton Road and the San Jose Creek maintenance road to the east and west of this segment would provide the safest environment for bicyclists. This alignment also allows easy access to the bikeway for residential communities in the cities of La Puente, West Covina, and portions of unincorporated Los Angeles County. The

general alignment of the proposed bikeway through the City of La Puente between Hacienda Boulevard and Old Valley/Valley Boulevard overcrossing is consistent with the concept plan developed by the City of La Puente for creating a bicycle-friendly environment. This option would require right-of-way acquisition from UP and coordination with the Los Angeles County Department of Public Works. City of Industry has met with the County's Bikeways and Routes Coordinator and found them very receptive to the concept of constructing a bike path along the existing San Jose Creek maintenance road.

Overall, the bikeway will provide a recreational opportunity and a direct high-speed commute route not afforded by the existing roadways parallel to the bike route.

The west end of the bikeway begins at the terminus of the existing bike path, currently owned and maintained by the Los Angeles County Department of Public Works on San Jose Creek at Seventh Avenue, and continues approximately 1.75 miles east to Parriott Place. This alignment takes advantage of the proposed bike lane along the south side of San Jose Creek that will be constructed as part of the Turnbull Canyon Road Grade Separation Project. The alignment then continues approximately 1.65 miles to the north and east as a combination of Class III and Class IV bike lanes on surface streets to Old Valley Boulevard at the Valley Boulevard overcrossing. Portions of this segment are in the City of La Puente. The general alignment of the proposed bikeway is consistent with the concept plan developed by the City of La Puente for creating a bicycle-friendly environment through residential streets adjacent to the City of Industry Civic Center.

The east end of the proposed bikeway will eventually connect to a proposed bike path near the intersection of Temple Avenue and Campus Drive in the City of Pomona. However, this point is approximately two (2) miles beyond the City of Industry's boundary and the City of Pomona does not have a definitive timeline for construction of that bike path. Therefore, under interim conditions, the Class I bike path will transition to a Class III bike lane on Grand Avenue and continue north to an existing Class III bike lane on La Puente Road in the City of Walnut.

City of Industry plans to construct the EW Bikeway in multiple phases. The initial phase, a Class I bike path, will begin on Old Valley Boulevard at Common Avenue and extend easterly approximately 1.4 miles along Valley Boulevard to Azusa Way.

This project strives to meet all of the objectives of the Los Angeles County Metropolitan Transportation Authority's (Metro) Complete Streets Policy, including advancing active transportation and providing more travel options, and creating a better street environment for all types of users, including pedestrians and bicyclists, as well as motorists by providing an alternative to driving, thereby reducing the number of single-occupancy vehicles on the road.

Construction of the bikeway between Common Avenue and Fullerton Road along Valley Boulevard would require right-of-way acquisition and a permit from the Union Pacific Railroad (UPRR). Our preliminary discussions with UPRR have been very positive. Currently, the security chain link fence between Valley Boulevard and UP tracks is severely distressed, with numerous damaged and breached sections. The proposed Bikeway Project would remove and replace this deteriorating fence with new fencing between the bikeway and the railroad tracks. This would provide added security for the railroad. Furthermore, the bikeway will be separated

from the tracks by a new fence, which will be located 16 to 24 ft from the tracks. This will provide added security for the cyclists as well as the railroad cars. We will continue our discussions to address any and all concerns in order to reach a joint use agreement with UPRR. The project will also provide a barrier between the bikeway and the roadway to provide added security for cyclists. The current timeline allows approximately twenty-seven (27) months for the City to secure the required approval and permits from UPRR to construct the bikeway within their right-of-way.

Safety is the overriding consideration in the design. As shown on the attached Exhibit A, over 80% of the ultimate bikeway will be along the San Jose Creek maintenance road or within the UPRR right-of-way, where it will be physically separated from adjacent modes of transportation by a chain link fence or other barriers, such as guardrails or growth hedge. The only exception occurs at roadway crossings. Of course, the entire length of the bikeway in Phase 1 will be within the UPRR right-of-way and completely unencumbered by any cross traffic whatsoever.

The proposed bikeway alignment will require mid-block crossings on the following streets from west to east:

1. Seventh Avenue
2. Parriott Place
3. Don Julian Road & Parriott Place
4. Common Avenue and Old Valley Boulevard
5. Fullerton Road
6. Nogales Street
7. Sentous Avenue
8. Fairway Drive
9. Lemon Avenue
10. Commerce Pointe Drive
11. Brea Canyon Road
12. Grand Avenue

Each crossing will be fitted with Rectangular Rapid Flashing Beacon (RRFB) and in-pavement lighting crosswalk system for use by bicyclists and pedestrians. These features are proven to improve driver yield rates by as much as 90% at uncontrolled crossings.

A half-mile long portion of the bikeway east of Mayor Dave Way will meander through residential and downtown areas in the City of La Puente as a Class I bike path. The City of La Puente is planning to convert this area into a more bicycle-friendly environment by utilizing road diet and other means to accommodate a Class I bikeway. Cities of Industry and La Puente have been working closely to ensure a safe bike route through this neighborhood.

There are several locations along Valley Boulevard that are ideal for a staging area for cyclists. These include:

1. Workman and Temple Lot on the northwest corner of Don Julian Road and Parriott Place

2. Civic Center on Mayor Dave Way
3. Vacant area on the southeast corner of Old Valley and Valley Boulevard. A lot within this vacant area was recently sold by the City of La Puente to a private entity. Therefore, final design of a staging area at this location will require more coordination with the new owner as well as the City of La Puente as part of a future phase.
4. Open area between Valley Boulevard and the UPRR tracks on the southeast corner of Valley Boulevard and Lemon Avenue
5. San Jose Creek easement on the south side Valley on both sides of Brea Canyon Road
6. Vacant area on the northwest corner of San Jose Avenue and Fairway Drive

A typical staging area would be paved with decorative concrete and include a bench with a shade structure, bicycle rack, trash container, and bike trail signage.

The project also proposes to install security lighting, surveillance cameras, and access for law enforcement along the bikeway and at staging areas to enhance safety for bicyclists and local residents. As part of the initial phase of the Bikeway funded by Measure M grant, street lights will be installed on an as needed basis. Currently, existing street lights spaced at 150-ft intervals along the north side of Old Valley Boulevard provide sufficient lighting for this narrow roadway as well as the proposed bikeway. Photometric analysis of Valley Boulevard east of Old Valley Boulevard will identify critical locations along the project for the installation of new street lights to augment lighting from existing street lights and safety lights at signalized intersections. The location of new street lights will be provided to Metro during the final design phase. New street lights will be installed within the 3-ft landscape buffer behind the curb along the south side Valley Boulevard between Old Valley Boulevard and Azusa Way.

Design will also ensure access from the bike path to bus stops along the route. Currently, there are a total of three bus stops within the initial phase of the bike path. One is on eastbound Old Valley Boulevard at Common Avenue and two are along eastbound Valley Boulevard at Ferrero Lane and at Wickford Avenue. The local transit authority, Foothill Transit, has confirmed the bus stop on eastbound Old Valley Boulevard at Hofgaarden Street has been closed for quite some time and they are not opposed to its removal altogether.

Exhibit B includes a typical detail for the bikeway in relation to the bus stop boarding area. Advance warning signs along the bike path will alert bicyclists to bus stops ahead as well as the possible presence of pedestrians. The bike path alignment allows access to each bus stop without encroaching into the boarding area.

As part of this project, existing curb ramps at both ends of the existing crosswalk at the intersection of Valley Boulevard and Wickford Avenue will be field verified for ADA compliance and brought up to code as necessary.

In the future (and outside the limits of the current project) there will be feeder bike lanes that will provide connectivity to various activity centers including the Expo Center in the City of Industry, La Puente City Park in the City of La Puente, Workman High School in the City of Industry, Nogales High School in the City of West Covina, and Walnut High School in the City of Walnut. The project will provide east-west connectivity in the San Gabriel Valley for both commuter and recreational bikers.

As stated earlier, City of Industry will use the grant from Measure M funding for the design and construction of the initial phase of the Bikeway, from Common Avenue to Azusa Way, as shown in Exhibit B. City will use local funds to pay for the balance of cost for this segment.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Planning/Project Development		$59,230	$59,230
Environmental		$100,000	$100,000
Design & PS&E	$940,000	$400,000	$1,340,000
Design Support During Construction & Admin. (16%)		$1,559,326	$1,559,326
Construction	$552,500	$9,193,285	$9,745,785
TOTAL BUDGET COST	**$1,492,500**	**$11,311,841**	**$12,804,341**

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization	1	LS	$800,000	$800,000
Clearing and Grubbing	1	LS	$100,000	$100,000
6" Over-Excavation and Recompact	2,000	CY	$125	$250,000
Construct 6" Concrete Pavement	2,000	CY	$800	$1,600,000
Miscellaneous Bike Path Improvements	1	LS	$600,000	$600,000
Storm Drain Improvements	1	LS	$1,056,000	$1,056,000
Install 10-ft High Chain Link Fence or Other Barrier	7,475	LF	$305	$2,279,875
Rough Grading/Earthwork (Import)	7,000	CY	$200	$1,400,000
Striping & Signage	1	LS	$90,000	$90,000
Landscape Buffer	29,872	SF	$10	$298,720
Subtotal				$8,474,595
Contingency (15%)				$1,271,190
Subtotal				$9,745,785
Design Support During Construction & Construction Administration (16%)				$1,559,326
Total (Construction, Support Services)				$11,305,111
Planning/Project Development				$59,230
Environmental				$100,000
Design & PS&E				$1,340,000
GRAND TOTAL				**$12,804,341**

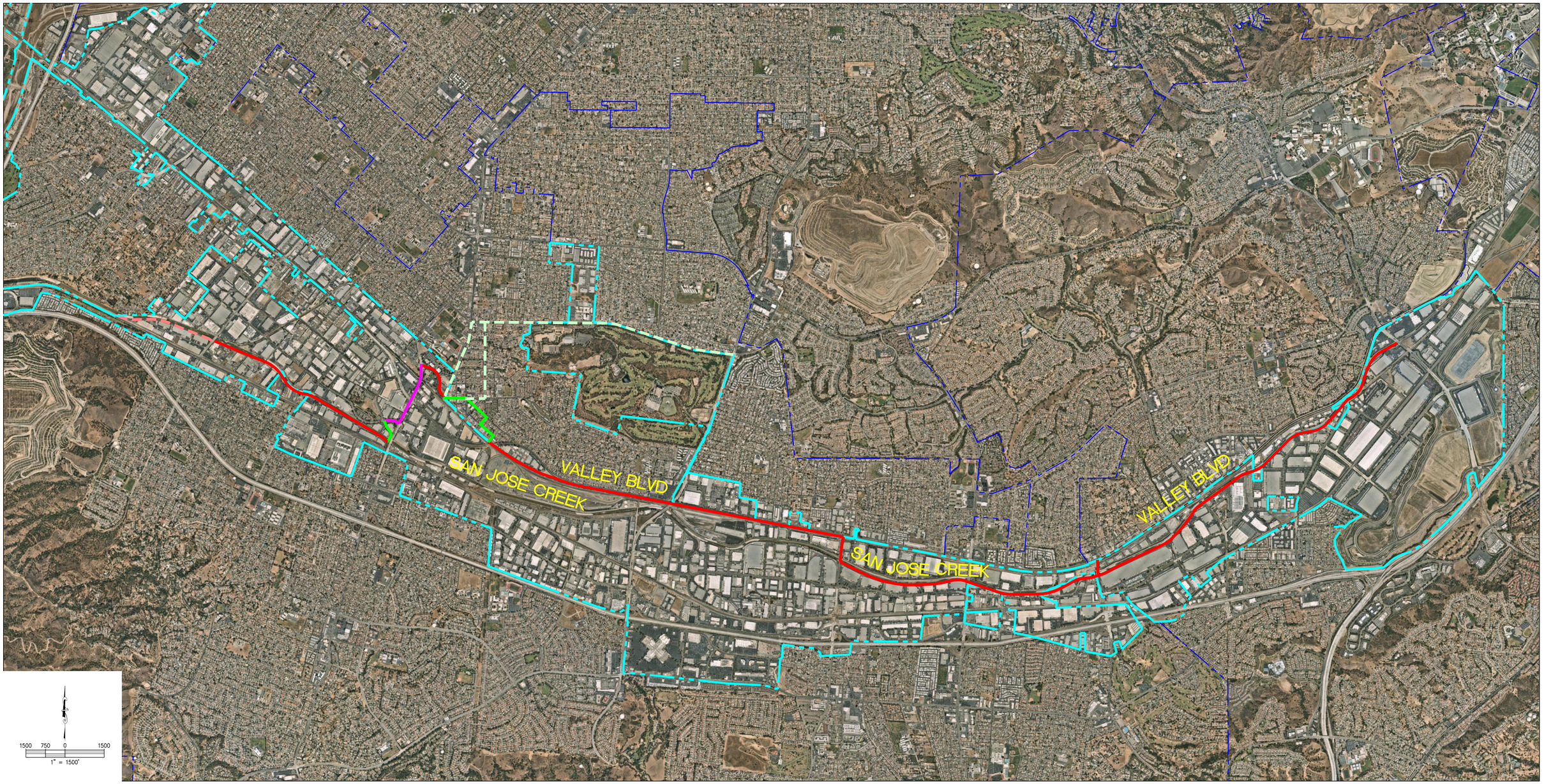
PROJECT DETAILED SCHEDULE:

MILESTONES	BEGIN	END	DURATION (MONTHS)
Planning/Project Development	3/1/21	7/1/22	16
Environmental	7/1/22	9/1/25	38
Design & PS&E	7/1/22	1/1/26	42
Construction	7/1/26	12/30/27	18

Note: All MSP funds will be expended by March 31, 2027.

PROJECT MAP:

Please refer to the following pages.



NOT FOR CONSTRUCTION

EXHIBIT A

LEGEND

- CITY OF INDUSTRY BOUNDARY
- ADJACENT CITY BOUNDARY
- EXISTING CLASS I BIKE PATH (LA COUNTY MAINTAINED)
- EXISTING CLASS III BIKE PATH (LA COUNTY MAINTAINED)
- PROPOSED CLASS I BIKE PATH
- PROPOSED CLASS III BIKE PATH
- PROPOSED CLASS IV BIKE PATH
- PROPOSED SHARED USE BIKE PATH

CITY OF INDUSTRY
EAST - WEST BIKE PATH
PRELIMINARY HORIZONTAL ALIGNMENT
ALT 3 - VALLEY BLVD TO SAN JOSE CREEK
SHEET 1 OF 3

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K:\CIP\CIP-STR-19-063-R Rivera, Dustin of EW Bike Path\Drawings\Exhibits\Complete Alignment\Valley and San Jose Creek Combination\19063 EXH01 Alt 3 Valley-S.C.dwg
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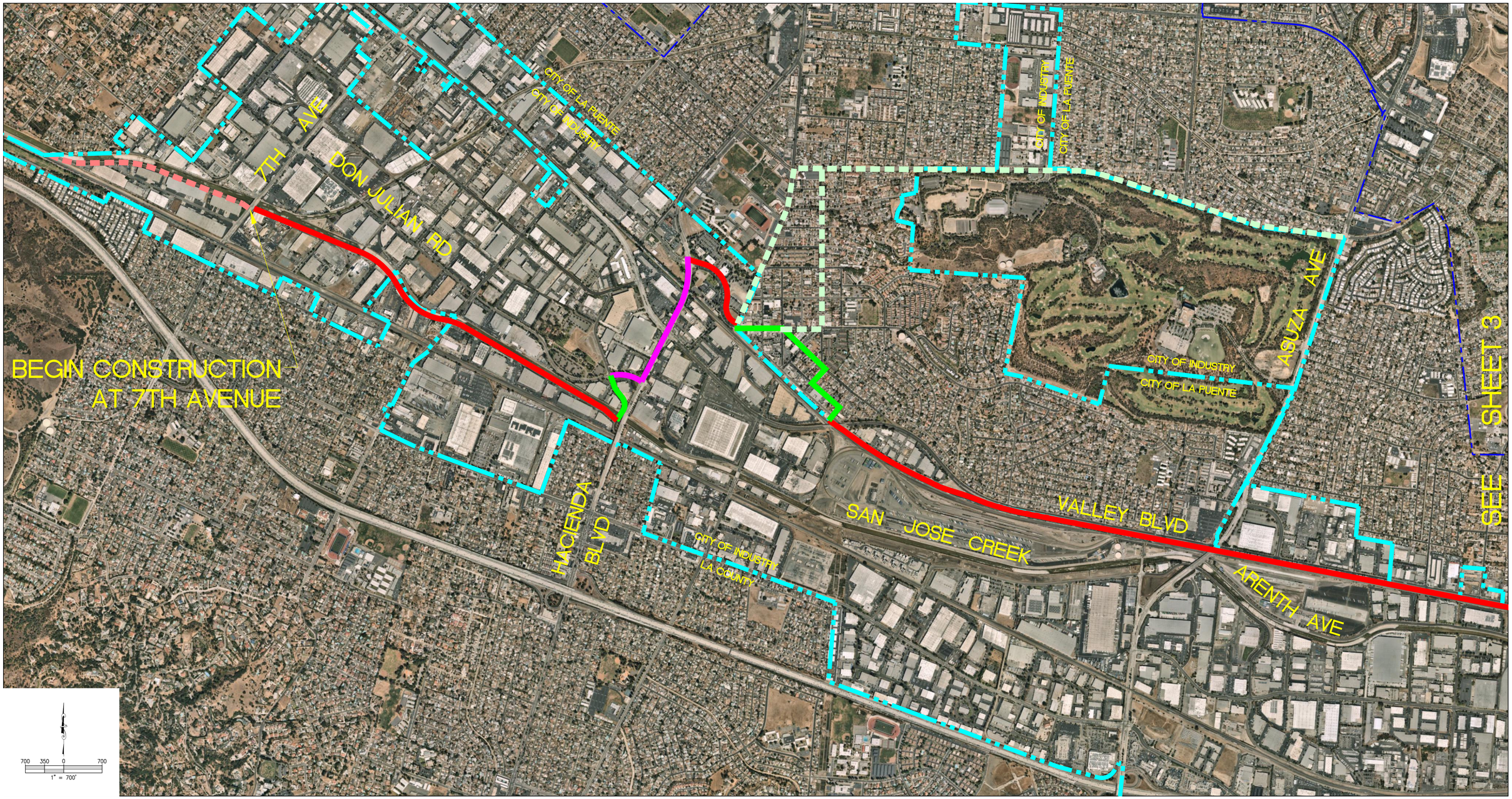
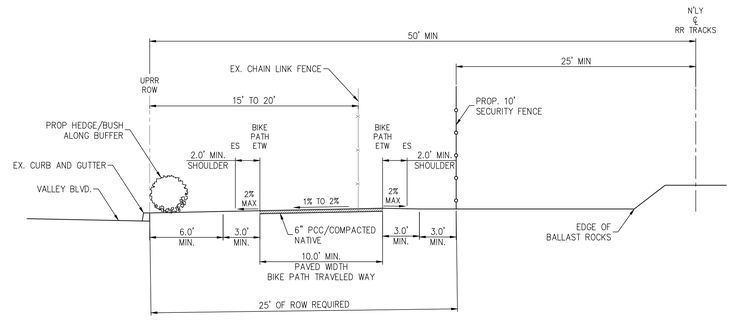


NOT FOR CONSTRUCTION

CITY OF INDUSTRY
EAST - WEST BIKE PATH
PRELIMINARY HORIZONTAL ALIGNMENT
ALT 3 - VALLEY BLVD TO SAN JOSE CREEK
SHEET 2 OF 3



A/X CLASS I BIKE PATH - ADJACENT TO VALLEY BLVD
SCALE: N.T.S.

LEGEND

- CITY OF INDUSTRY BOUNDARY
- ADJACENT CITY BOUNDARY
- EXISTING CLASS I BIKE PATH (LA COUNTY MAINTAINED)
- EXISTING CLASS III BIKE PATH (LA COUNTY MAINTAINED)
- PROPOSED CLASS I BIKE PATH
- PROPOSED CLASS III BIKE PATH
- PROPOSED CLASS IV BIKE PATH
- PROPOSED SHARED USE BIKE PATH

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K:\DPL\DB_CTR-19-063-B Prelim Design of EW Bike Path\Drawings\Exhibits\Complete Alignments\Valley and San Jose Creek Combination\19063 EXHIBIT ALT 3 Valley-SJC.dwg
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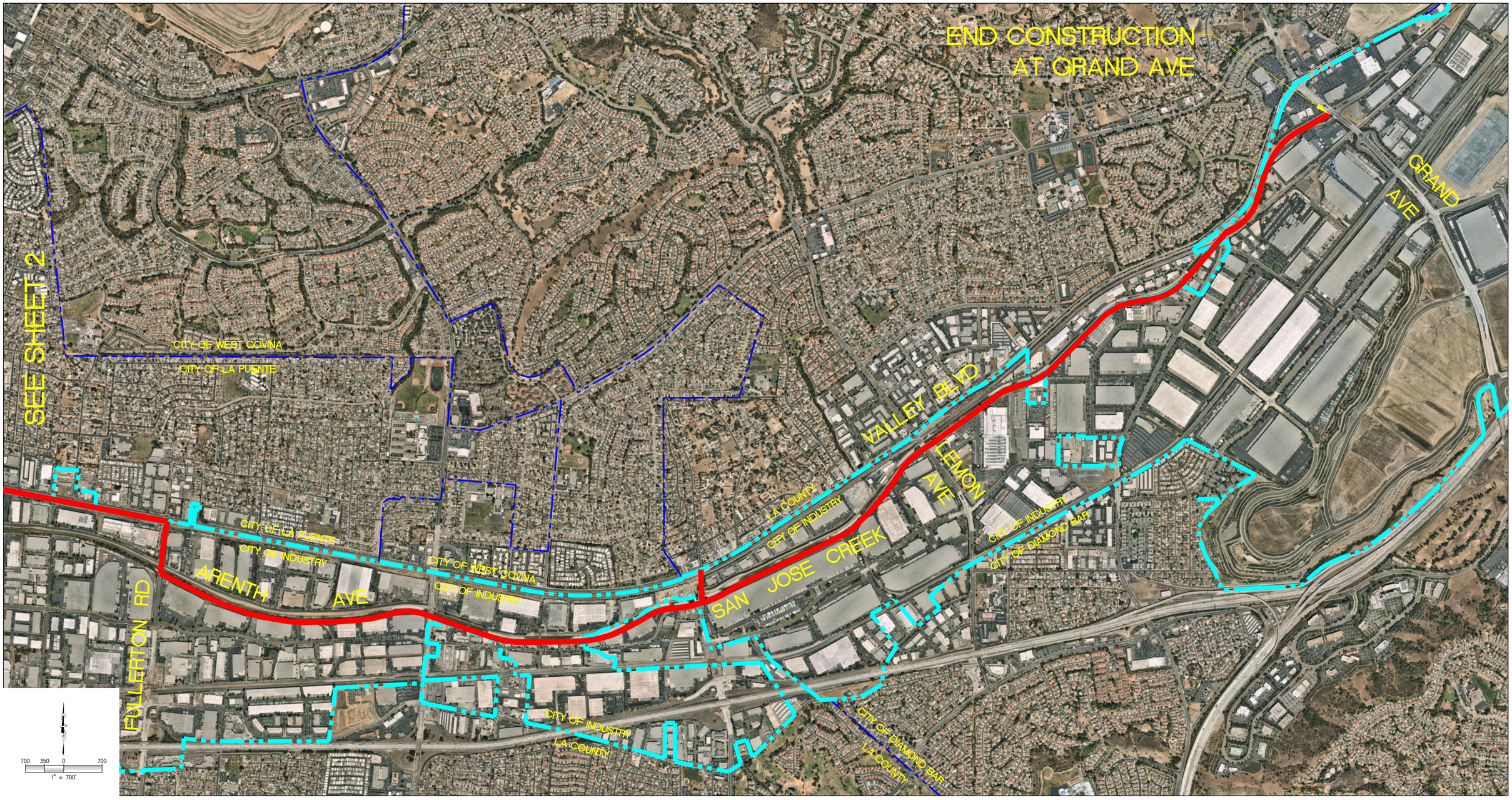
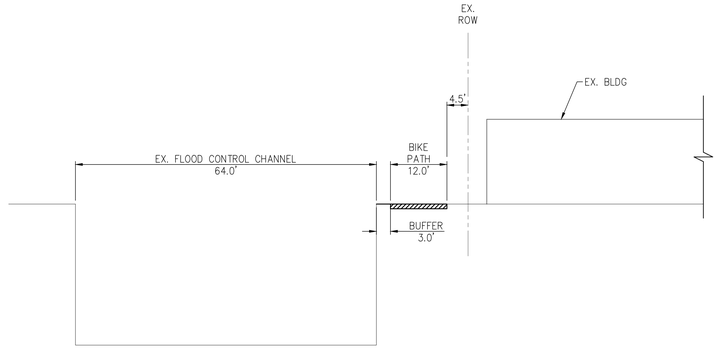


NOT FOR CONSTRUCTION

CITY OF INDUSTRY
EAST - WEST BIKE PATH
PRELIMINARY HORIZONTAL ALIGNMENT
ALT 3 - VALLEY BLVD TO SAN JOSE CREEK
SHEET 3 OF 3



B/X CLASS I BIKE PATH - ALONG SAN JOSE CREEK
SCALE: N.T.S.

LEGEND

- CITY OF INDUSTRY BOUNDARY
- ADJACENT CITY BOUNDARY
- EXISTING CLASS I BIKE PATH (LA COUNTY MAINTAINED)
- EXISTING CLASS III BIKE PATH (LA COUNTY MAINTAINED)
- PROPOSED CLASS I BIKE PATH
- PROPOSED CLASS III BIKE PATH
- PROPOSED CLASS IV BIKE PATH
- PROPOSED SHARED USE BIKE PATH

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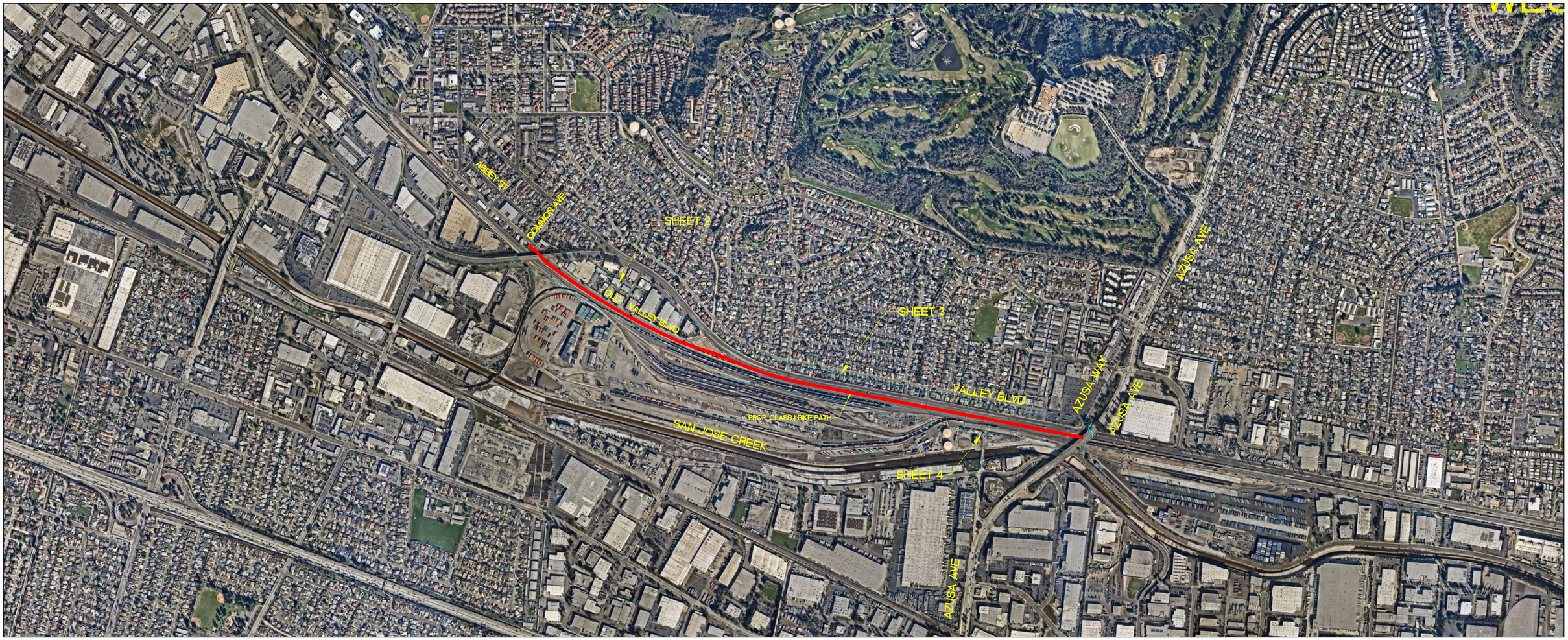

VICINITY MAP

SCALE: 1" = 500'

EXHIBIT B

CITY OF INDUSTRY
EAST - WEST BIKE PATH, PHASE 1
PRELIMINARY HORIZONTAL ALIGNMENT
VALLEY BLVD - COMMON AVE TO AZUSA WAY
SHEET 1 OF 4

500 250 0 500

1" = 500'

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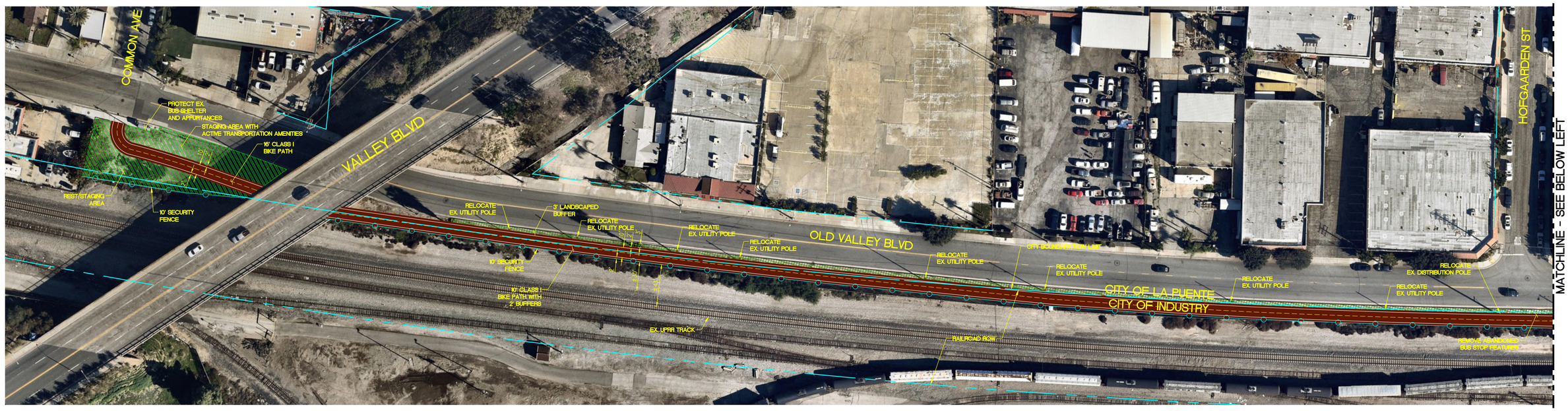

CITY OF INDUSTRY
EAST - WEST BIKE PATH, PHASE 1
PRELIMINARY HORIZONTAL ALIGNMENT
VALLEY BLVD - COMMON AVE TO AZUSA WAY
SHEET 2 OF 4

LEGEND

- PROPOSED CLASS I BIKE PATH
- PROPOSED STAGING AREA
- PROPOSED LANDSCAPED AREA
- PROPOSED BUS STOP BOARDING AREA
- PROPOSED 10' SECURITY FENCE
- (S) SIGNALIZED INTERSECTION
- CORPORATE BOUNDARY
- EXISTING RIGHT OF WAY

NOTE:

STAGING AREA SHALL PROVIDE ACTIVE TRANSPORTATION AMENITIES INCLUDING BENCHES, TABLES, TRASH CANS AND INFORMATION BOARDS WITH BIKE ROUTE MAP, SAFETY INFORMATION, ETC.

40 20 0 40
1" = 40'

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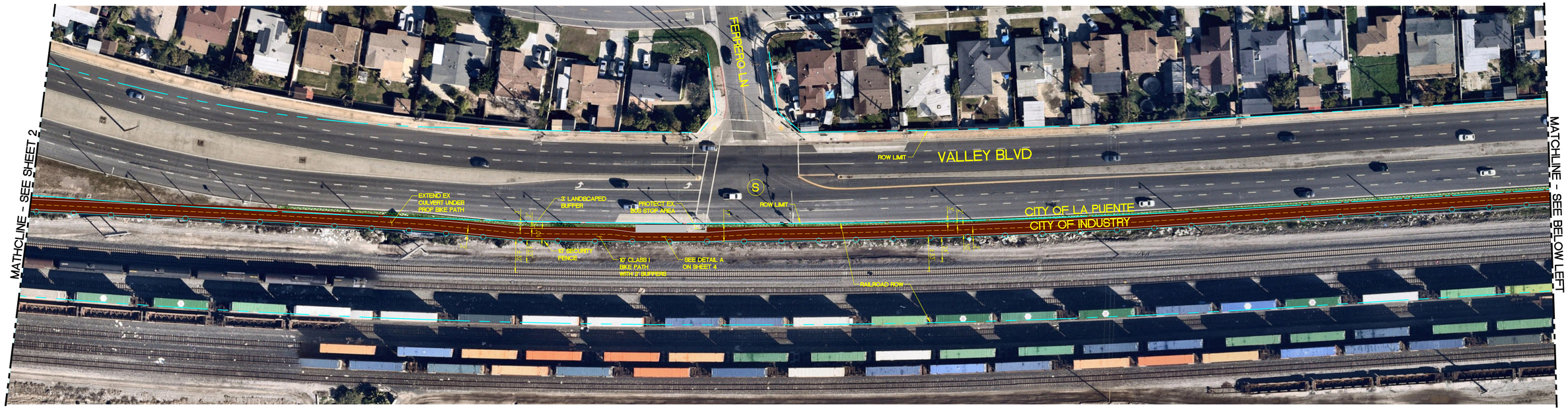

CITY OF INDUSTRY
EAST - WEST BIKE PATH, PHASE 1
PRELIMINARY HORIZONTAL ALIGNMENT
VALLEY BLVD - COMMON AVE TO AZUSA WAY
SHEET 3 OF 4

LEGEND

- PROPOSED CLASS I BIKE PATH
- PROPOSED STAGING AREA
- PROPOSED LANDSCAPED AREA
- PROPOSED BUS STOP BOARDING AREA
- PROPOSED 10' SECURITY FENCE
- (S) SIGNALIZED INTERSECTION
- CORPORATE BOUNDARY
- EXISTING RIGHT OF WAY

40 20 0 40
1" = 40'

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ENGINEERING | SURVEYING | CONSTRUCTION

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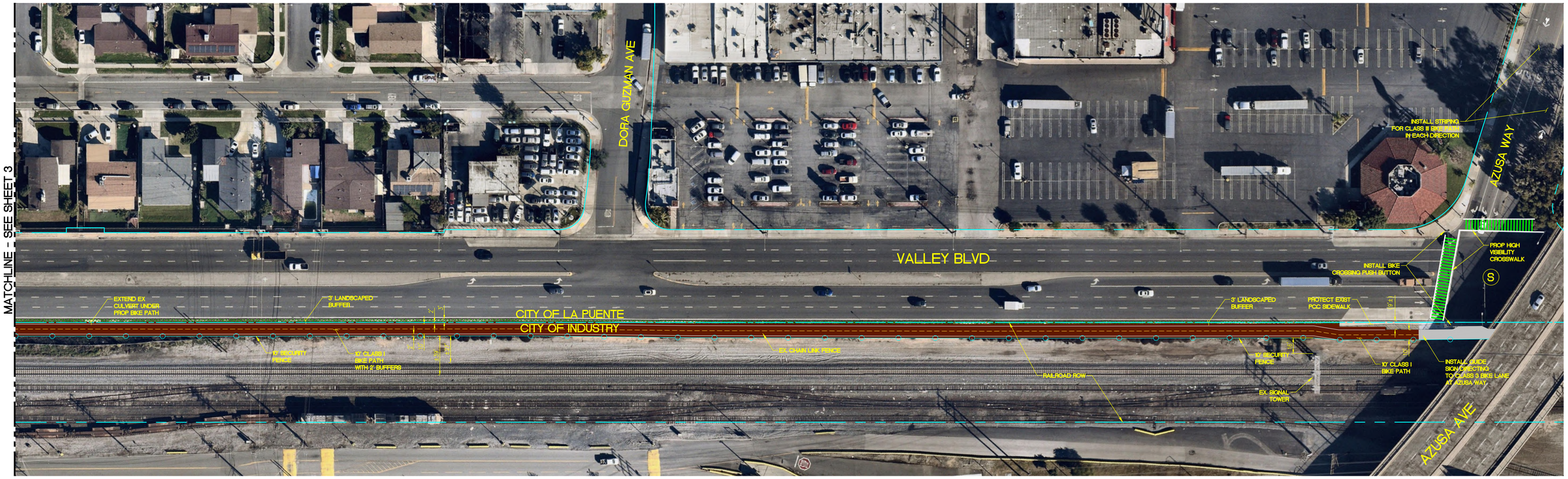
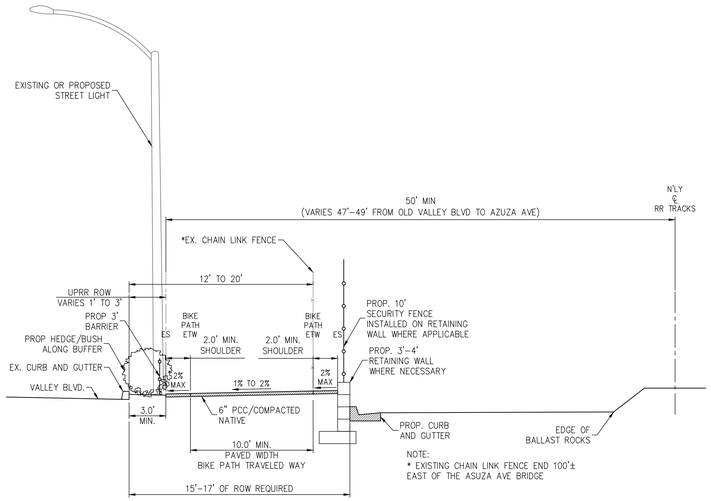
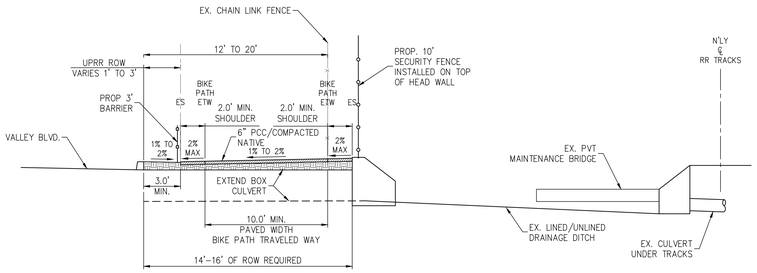




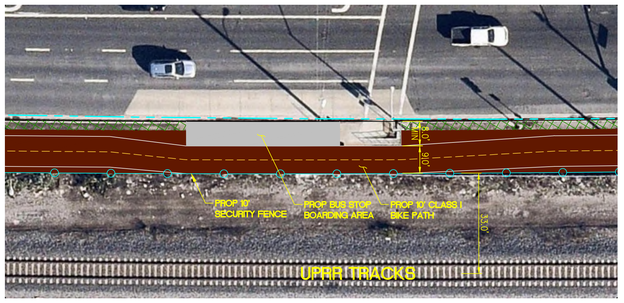
CLASS I BIKE PATH TYP SECTION - ADJACENT TO VALLEY BLVD

SCALE: N.T.S.



CLASS I BIKE PATH TYP SECTION - OVER EX. OPEN CULVERTS

SCALE: N.T.S.



A — TYP BIKE ROUTE BEHIND BUS STOP

SCALE: 1" = 20'

CITY OF INDUSTRY
EAST - WEST BIKE PATH, PHASE 1
PRELIMINARY HORIZONTAL ALIGNMENT
VALLEY BLVD - COMMON AVE TO AZUSA WAY
SHEET 4 OF 4

LEGEND

- PROPOSED CLASS I BIKE PATH
- PROPOSED STAGING AREA
- PROPOSED LANDSCAPED AREA
- PROPOSED BUS STOP BOARDING AREA
- PROPOSED 10' SECURITY FENCE
- (S) SIGNALIZED INTERSECTION
- CORPORATE BOUNDARY
- EXISTING RIGHT OF WAY

N

40 20 0 40

1" = 40'

Prepared by:
CNC ENGINEERING | SURVEYING | CONSTRUCTION
255 N Hacienda Blvd | Ste 222
City of Industry | CA | 91744
P | 626.333.0336
www.cnc-eng.com

K:\DP\DB-CTR-19-063-B Parlin Design of EW Bike Path\Drawings\Exhibits\Phase 1-Valley-Common to Azusa\190631 EXH01 Phs 1 Valley Blvd to Azusa ONLY.dwg
2/6/2023 9:41 AM

ITEM NO. 6.8

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: December 11, 2025

SUBJECT: Consideration of a Cooperative Agreement with the County of Los Angeles for the Valley Boulevard Rehabilitation from Temple Avenue to west of Nogales Street.

Background:

Valley Boulevard, from Temple Avenue to West of Nogales Street, is a shared highway between several cities and the County of Los Angeles ("County"). Within the project limits, work will be done within the jurisdictional shares of the County and the City only. The actual work is from Temple Ave to about 1000 feet east of 2nd Avenue; 250 feet east of Puente Ave to 4th Avenue; Puente Creek channel to 9th Avenue; 600 feet west of Alderton Avenue to 1000 feet west of Nogales Street (end of County jurisdiction). The existing pavement is badly deteriorated and in need of major rehabilitation. Both agencies desire to repair the roadway to provide a safer mode of transportation for the traveling public. The County will take the lead in this joint project.

Discussion:

The proposed improvements for the project include rehabilitating the deteriorated pavement, replacement of damaged curb and gutter, sidewalk, curb ramps and traffic signal upgrades. The City's share of the proposed improvements includes only the improvements constructed within City limits. The cost required for the preparation of the improvement plans, specifications, soil analysis, construction management and inspection will be shared by both agencies. The total project cost, including contingencies, is estimated to be $14,011000.00. The jurisdictional shares of the total cost are estimated to be $12,992,000.00 for County, and $1,019,000.00 for the City. The project is currently in the final stage of design. The projected advertising to bid is tentatively scheduled for July 2026 and the estimated start of construction is May 2027.

Fiscal Impact:

The fiscal impact is estimated to be $1,019,000.00. The funding for this work will be allocated in a future fiscal year, as the County will invoice the City once construction is complete and final numbers are determined (MP 03-36 #1).

Recommendation:

It is recommended that the City Council approve the Cooperative Agreement for the improvement of Valley Boulevard from Temple Avenue to west of Nogales Street.

Exhibits:

1. Cooperative Agreement

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Valley Boulevard is on the Highway Element of CITY's General Plan and on COUNTY's Master Plan of Highways; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segments, which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Length (miles)	Jurisdiction
Valley Boulevard (Westbound) from Temple Avenue to 4th Avenue and Puente Channel Bridge to 9th Avenue	1 ½-inch of polymer modified asphalt concrete (PMAC) on 3/8-inch asphalt rubber and aggregate membrane (ARAM) on 3/4-inch leveling AC	1.14	CITY/COUNTY
Valley Boulevard (Eastbound) from Temple Avenue to 4th Avenue and Puente Channel Bridge to 9th Avenue	2-inch of polymer modified asphalt concrete (PMAC) on 4-inch asphalt concrete (AC) on 16-inch of crushed miscellaneous base (CMB)	1.14	CITY/COUNTY
Valley Boulevard from 680 feet west of Alderton Avenue to 2,270 feet east of La Seda Avenue	2-inch of polymer modified asphalt concrete (PMAC) over cold milled surface	1.4	CITY/COUNTY

WHEREAS, the work will consist of pavement work as described in the table above, and construction or modification of curb ramps at locations where right-of-way acquisitions, utility relocation, and other improvements beyond the footprint of a standard curb ramp is not required; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, the aforementioned work is included in a COUNTY-administered project named Avocado Heights/San Jose Hills – Valley Boulevard project, (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of both CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, the COST OF PROJECT is currently estimated to be Fourteen Million Twenty Thousand and 00/100 Dollars ($14,020,000.00) with CITY's share estimated to be One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00), COUNTY's share estimated to be Thirteen Million and 00/100 Dollars ($13,000,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, such a proposal is authorized and provided for by the provisions of section 23004 *et seq.* of the California Government Code and sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of CITY and within the unincorporated COUNTY areas, respectively, referenced in this AGREEMENT.

b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising PROJECT for construction bids.

c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work

that is necessary for the construction of PROJECT in accordance with plans and specifications approved by CITY and COUNTY.

d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; right-of-way acquisition and clearance matters, if any; and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by CITY and COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and a written notification to CITY's Director of Public Works/Engineering Manager that the improvements within CITY's JURISDICTION are transferred to CITY for the purposes of operation and maintenance.

(2) CITY AGREES:

a. To finance CITY's jurisdictional share of the COST OF PROJECT, currently estimated to be One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00), the actual amount of which will be determined by a final accounting pursuant to Section (4) a., below.

b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00) to finance its estimated jurisdictional share of the COST OF PROJECT (CITY's PAYMENT). Said demand will consist of a billing invoice prepared by COUNTY.

c. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permits and any other special conditions at the time of plan approval for construction bids so that the permit conditions are

fully incorporated into PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.

d. Upon receipt of a permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY's JURISDICTION at no cost to COUNTY.

e. To appoint COUNTY as CITY's attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in securing temporary construction easements and permits, and in all things necessary and proper to complete PROJECT.

f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY's JURISDICTION.

h. Upon completion of PROJECT, to accept full and complete ownership of PROJECT within CITY's jurisdiction, and to operate and maintain in good condition and at CITY's expense, all improvements constructed as part of PROJECT within CITY's JURISDICTION.

i. To comply with all applicable federal, State, and local laws, rules and regulations in the performance of this AGREEMENT.

(3) COUNTY AGREES:

a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.

b. To finance COUNTY's jurisdictional share of COST OF PROJECT, currently estimated to be Thirteen Million and 00/100 Dollars ($13,000,000.00), the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a., below.

c. To accept CITY's deposit of One Million Twenty Thousand and 00/100 Dollars ($1,020,000.00), which is CITY's estimated jurisdictional share of the COST OF PROJECT, the actual amount of which will be determined by a final accounting, pursuant to Section (4) a., below.

d. To obtain CITY's approval of plans for PROJECT prior to solicitation for construction bids.

e. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

f. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto. All contracts entered into by COUNTY to complete PROJECT shall have language wherein the contracting party indemnifies and defends CITY and names CITY as an additional insured, at the same level as COUNTY.

g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY's JURISDICTION.

h. To provide all change orders for PROJECT with CITY's JURISDICTION to CITY in a timely manner via electronic mail notification to CITY's inspector/office engineer assigned to PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.

i. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on PROJECT, to provide CITY with a copy of same within three (3) business days. COUNTY shall be responsible for withholding the funds in compliance with section 9350 *et seq.* of the California Civil Code.

j. Upon completion of PROJECT, to operate and maintain in good condition and at COUNTY's expense all improvements constructed as part of PROJECT within COUNTY's JURISDICTION.

k. To comply with all applicable Federal, State, and local laws, rules, and regulations in the performance of this AGREEMENT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY's JURISDICTION shall be borne by CITY. Such costs constitute CITY's jurisdictional share of the COST OF PROJECT. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY's JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY's jurisdictional share of the COST OF PROJECT.

b. That, if at final accounting CITY's jurisdictional share of COST OF PROJECT exceeds CITY's PAYMENT, as set forth in Section (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if CITY's jurisdictional share is less than CITY's PAYMENT, COUNTY shall refund the difference to CITY after final accounting of the actual COST OF PROJECT without further action by CITY.

c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. In the event that CITY's jurisdictional share exceeds the amount that CITY has deposited with COUNTY, as set forth in Section (2) b., above, CITY shall pay to COUNTY any remaining charges that are undisputed within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY's written report. CITY shall then make payment of the previously disputed charges in excess of any amounts that CITY has deposited with COUNTY or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY's written justification.

d. COUNTY may, at any time, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.

e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT within CITY's JURISDICTION. Said

inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

f. This AGREEMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Terminations, amendments, and modifications of a nonmaterial nature may be made by mutual written consent of the parties' Directors of Public Works Engineering Manager or their delegates.

g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Mathew Hudson
Director of Public Works
City of Industry
15625 Mayor Dave Way City
of Industry, CA 91744

COUNTY: Mr. Mark Pestrella, PE
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

h. Other than as provided below, neither COUNTY nor any officer, employee, agent, or volunteer of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to California Government Code, section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by California Government Code, section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

i. Neither COUNTY nor its Special Districts, elected and appointed officers, employees, agents, and volunteers shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any HAZARDOUS SUBSTANCES, chemicals, or contaminants present at or stemming from PROJECT within CITY's JURISDICTION or arising from acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under or in connection with any work, authority, or

jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT, including liability under any applicable federal, State, or local laws. It is understood and agreed, pursuant to California Government Code, section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. section 9607(e), section 107(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9601 *et seq.*), as amended, and section 25364 of the California Health and Safety Code.

"HAZARDOUS SUBSTANCES" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants hazardous wastes, medical wastes, toxic substances or related materials, explosives, methane, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any environmental law, including any material, substance or waste that is: defined as a "hazardous substance" under section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; defined as a "hazardous waste" under section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*) as amended; defined as a "hazardous substance" or "hazardous waste" under section 101 of CERCLA, as amended, including the judicial interpretations thereof; defined as a "pollutant" or "contaminant" under 42 U.S.C.A. section 9601; defined as "hazardous waste" under 40 C.F.R. part 260; defined as a "hazardous chemical" under 29 C.F.R. part 1910; or subject to any other local, State, or federal environmental law or regulation regulating, relating to, or imposing obligations, liability, or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor, or any form of energy from whatever source.

j. Other than as provided below, neither CITY nor any officer, employee, agent, or volunteer of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to California Government Code, section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by California Government Code, section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

k. In contemplation of the provision of section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of section 895.2. The provision of section 2778 of the California Civil Code is made a part hereof as if incorporated herein.

l. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32379 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977 and currently in effect.

m. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by CITY or COUNTY of any breach of any term, covenant or condition herein 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. No term, covenant or condition of this AGREEMENT shall be deemed to have been waived by CITY or COUNTY unless in writing. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Each person executing this AGREEMENT hereby represents and warrants their authority to do so, and that such authority has been duly and validly conferred.

n. It is not intended by this AGREEMENT to create any third-party beneficiaries herein or to authorize any person not a party to this AGREEMENT to maintain any suit, claim, or action under the AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF INDUSTRY on _____, 2026, and by the COUNTY OF LOS ANGELES on _____, 2026.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF INDUSTRY

By _____
Mayor

Date: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

ITEM NO. 6.9

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: December 11, 2025

SUBJECT: Consideration of an Cooperative Agreement with Foothill Transit for the Bus Stop Enhancement Program

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Background:

Foothill Transit developed the Bus Stop Enhancement Program ("BSEP"), a grant program which provides financial assistance to member cities, counties, and the State who are interested in making physical improvements to the bus stops serviced by Foothill Transit. The BSEP provides financial assistance to make bus stop improvements, up to $40,000. All costs, including installation and labor, must be paid by the successful applicant and will be reimbursed by Foothill Transit at the completion of the project.

Discussion:

The City applied for the BSEP grant and received funding in the amount of $40,000.00. As part of the BSEP grant funding, the City will install bus benches, construct a firm, stable, and slip-resistant concrete bus boarding area (8 feet by 5 feet), and also construct an ADA-compliant concrete sidewalk.

Fiscal Impact:

The City will receive $40,000.00 toward these improvements, and will be reimbursed upon completion. This work will be done under the Annual Bus Stop ADA Improvements project (CIP-TRAN-19-045-B/MP 20-15 #1, Account No. 103-300-5205).

Recommendation:

It is recommended that the City Council approve the Cooperative Agreement with Foothill Transit.

Exhibits:

1. Foothill Transit Agreement

Foothill Transit

September 23, 2025

Joshua Nelson
City Manager
15625 Mayor Dave Way
Industry, CA 91744

Subject: Bus Stop Enhancement Program (BSEP) Application FY2025

Dear Mr. Nelson,

Foothill Transit has completed the review of the City of Industry's BSEP application and is pleased to inform you that the proposed enhancements in the amount of $40,000 have been approved.

Attached is the draft agreement. Please review this agreement with your legal counsel and return it to before December 1, 2025.

We thank you for your support as we work together to make our bus stops more attractive to our shared customers. If you have any further comments or questions, please contact Joe Raquel, Director of Planning and Information Technology at (626) 931-7226 or via email at jraquel@foothilltransit.org.

Sincerely,

Doran Barnes
Chief Executive Officer

C: LaShawn King Gillespie
Joe Raquel
Lourdes Álvarez

Foothill Transit
Going Good Places

Bus Stop Enhancement Program

Grant Agreement Between Foothill Transit and City of Industry

THIS AGREEMENT is made and entered into as of the date signed by Foothill Transit ("Effective Date") by and between **FOOTHILL TRANSIT**, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790, hereinafter referred to as "Foothill Transit," and the **CITY OF INDUSTRY**, a municipal corporation, with its principal place of business located at 15625 Mayor Dave Way, City of Industry, California 91744, hereinafter referred to as "Grantee." Foothill Transit and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

WHEREAS, Foothill Transit is the primary bus service provider for the Pomona and eastern San Gabriel Valleys; and

WHEREAS, Foothill Transit has developed the **BUS STOP ENHANCEMENT PROGRAM** to support bus stop enhancements undertaken by cities and counties within Foothill Transit's service area; and

WHEREAS, Grantee is located in Foothill Transit's service area and has filed an application for grant funding from the Bus Stop Enhancement Program (the "Application"), attached hereto as **Exhibit A**, which describes Grantee's proposed bus stop enhancements (the "Enhancements"); and

WHEREAS, Foothill Transit desires to provide grant funds to Grantee in the amount of $40,000 ("Grant Funds") for the bus stop enhancements proposed by Grantee in the Application; and

WHEREAS, Grantee has agreed to provide all additional funding required to design and construct the Enhancements.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. Purpose and Scope

The purpose of this Agreement is to set out the terms and conditions applicable to Foothill Transit's transfer of the Grant Funds to Grantee for the design and construction of the Enhancements as described in the Application.

Section 2. Term

This Agreement is effective as of the Effective Date and will terminate on one (1) year from the completion of the Enhancements (the "Termination Date"), unless terminated earlier, as provided herein, or extended by written approval from Foothill Transit.

Section 3. Construction of Enhancements

1. Grantee agrees to provide Foothill Transit approved record design and construction drawings ("Record Drawings") of the Enhancements no later than _____ (the "Record Drawings Date") for Foothill Transit's approval. If the Record Drawings are not provided by the Record Drawings Date, this Agreement shall terminate and be of no further force or effect. The Record Drawings Date may be extended with Foothill Transit's prior written approval.

2. Grantee agrees to complete the Enhancements in accordance with the Record Drawings to Foothill Transit's satisfaction within _____ weeks of the Record Drawings Date (the "Substantial Completion Date"). If the Enhancements are not substantially completed by the Substantial Completion Date, Foothill Transit, in its sole discretion, may terminate this Agreement. Upon such termination, the Agreement shall be of no further force and effect and Foothill Transit shall have no obligation to reimburse Grantee for any funds expended by Grantee. For purposes of this Agreement, the phrase "substantial completion" means the stage in the progress of the Enhancements when the work on the Enhancements is sufficiently complete such that Grantee could, if necessary, occupy and utilize the Enhancements for their intended use.

3. Grantee shall be solely responsible for furnishing all supplies, equipment, installation, and labor required for the Enhancements.

4. Grantee shall design and construct the Enhancements in accordance with all applicable standards, codes, and regulations. Grantee shall ensure that all bus stops meet the applicable Accessibility Guidelines for Transportation Facilities set out as Appendices B and D to 36 C.F.R. Part 1191 (formerly Appendix A to 49 C.F.R. Part 37). As applicable, Grantee shall comply with, and shall cause its contractors and subcontractors to comply with, all applicable provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and Section 6109 of the California Public Contract Code.

Section 4. Grant Amount and Requirements; Reimbursement

1. Foothill Transit will allocate to Grantee funds from the Bus Stop Enhancement Program in the amount of $40,000.00 (the "Grant Amount").

2. Grantee is obligated to contribute all funding beyond the Grant Amount that may be required to design and construct the Enhancements.

3. In consideration for Foothill Transit's payment to Grantee of the Grant Amount, Grantee shall use the Grant Funds and the Local Match to design and construct the Enhancements as described in Grantee's Application. If Grantee estimates that it will have Grant Funds remaining after completion of the Enhancements, Grantee shall report this to Foothill Transit on or before the sixtieth (60th) day prior to the Termination Date. Any Grant Funds not utilized by the Termination Date of this Agreement are

automatically released from this Agreement and may be redistributed by Foothill Transit for its own purposes.

4. Grantee represents to Foothill Transit that it possess the present power, ability, and authority to enter into this Agreement and to complete the Enhancements and provide for the use of the Enhancements. Grantee shall notify Foothill Transit as soon as possible but not more than thirty (30) days after the occurrence of any change in conditions, any change in local law, or any other event that may significantly affect Grantee's ability to complete the Enhancements in accordance with the terms of this Agreement.

5. Reimbursement.

a. The Grant Amount shall be provided to Grantee on a reimbursement basis for funds actually expended by Grantee for the Enhancements shown on the approved Record Drawings. Grantee shall not be entitled to reimbursement for any Enhancements or other work not reflected on the approved Record Drawings.

b. Grantee shall submit to Foothill Transit its invoice requesting reimbursement, together with a detailed itemization of costs incurred for which reimbursement is sought, within thirty (30) days of the completion of the Enhancements.

c. Foothill Transit shall reimburse Grantee for all costs Foothill Transit determines to be reimbursable, in an amount not to exceed the Grant Amount, within sixty (60) days of receipt of Grantee's invoice.

d. Foothill Transit's responsibility for payment is limited to reimbursement of the Grant Amount. Grantee will act as an independent contractor and assumes all responsibility for federal and state income tax withholding, FICA, SDI, and any other deductions from income that Grantee is properly required to make as an independent contractor. Grantee assumes all responsibility for payment of wages to its employees and for federal and state income tax withholding. Grantee hereby agrees to indemnify and hold Foothill Transit, its officers and employees, harmless from any and all claims that may be made against Foothill Transit based upon any contention by any employee of Grantee or by any third party including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

Section 5. Monthly Reporting

Grantee shall submit monthly update reports to Foothill Transit concerning the status of the Enhancements. The Grantee's monthly reports shall be submitted no later than the fifth (5th) business day of each month. The first report shall be due on the 5th business day of the month following the month in which the work is commenced. The Grantee shall submit reports every month thereafter until substantial completion.

Section 6. Continuing Obligations

Following completion of the Enhancements, Grantee shall maintain the Enhancements in good condition, including the physical integrity and appearance of the shelter and bus stop modules, and provide repairs as needed at Grantee's sole expense. Without limiting the foregoing, for a period on one (1) year following completion of the Enhancements, Grantee shall repair or replace any portion of the Enhancements damaged, destroyed, or lost by or as a result of theft or vandalism at Grantee's sole expense.

Section 7. Limitation of Liability; Indemnification

1. Neither Foothill Transit nor any of its Members, officials, officers, volunteers, agents, and staff (hereinafter referred to as "Indemnitees") shall be liable for any loss, injury, or damage occurring by reason of any acts or omissions by Grantee, its officers, employees, or agents under or in connection with this Agreement.

2. Pursuant to Section 895.4 of the California Government Code, Grantee agrees to indemnify and hold harmless Indemnitees from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) arising from any actions or failures to act by Grantee pursuant to or in furtherance of this Agreement.

3. Grantee further agrees to indemnify and hold harmless Indemnitees from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) that may be imposed upon Foothill Transit pursuant to Section 895.2 of the California Government Code.

Section 8. Federal Civil Rights Requirements

1. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, et seq., Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and Federal transit law at 49 U.S.C. § 5332, Grantee will not discriminate on the basis of race, color, national origin, sex, sexual orientation, age, or disability. In addition, Grantee agrees to comply with applicable Federal implementing regulations.

2. Grantee will not discriminate against any employee or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, age, and disability. The Contractor will comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq.; (c) section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, (d) section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112; (e) Federal transit law, specifically 49 U.S.C. § 5332; (f) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"; (g) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630; (h) U.S. Equal Opportunity Employment Commission regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625; and (i) other federal guidance pertaining to EEO laws, regulations, and requirements. Grantee recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Grantee agrees to include the provisions of this Section in all contracts related to the design and construction of the Enhancements, modified only if necessary to identify the affected partie.

Section 9. Retention of Records and Audits

1. Grantee shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement in accordance with generally accepted accounting practices. All such records shall be clearly identifiable. Grantee agrees that Foothill Transit or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit and copy the books, records, and accounts relating to the performance of the Agreement. Further, Grantee agrees to maintain all required records for at least three (3) years after Foothill Transit has made final payment and all other pending matters are closed.

2. Appropriate financial adjustments may be made by Foothill Transit based upon any inconsistency, irregularity, discrepancy, or unsubstantiated billing revealed as a result of an audit. Financial adjustments reflecting an overcharge to Foothill Transit may be charged against Grantee.

Section 10. Representatives and Notices

Any correspondence, communication, contact concerning, or notice required by this Agreement shall be directed to the following:

Grantee:	City of Industry Attn: _____ 15625 Mayor Dave Way City of Industry, CA 91744 Email: _____
Foothill Transit:	Foothill Transit Attn: Planning Dept 100 South Vincent Avenue Suite 200 West Covina, CA 91790 Email: jraquel@foothilltransit.org

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) or email during the receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 11. Termination

1. Termination by Mutual Agreement. Notwithstanding the term of this Agreement, Foothill Transit and Grantee may mutually terminate this Agreement upon ten (10) days written notice if approved by both parties.

2. Termination for Default.

a. Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward substantial completion; (iii) Grantee makes a material change to the Enhancements without prior written consent or approval by Foothill Transit; or, (iv) Grantee is in default of any other applicable requirements of Foothill Transit.

b. In the event of a default by Grantee, Foothill Transit shall provide written notice of such default to Grantee. Grantee shall have 30 days to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same, within such 30-day period to the satisfaction of Foothill Transit, Foothill Transit may take one or more of the following actions: (i) terminate this Agreement; or (ii) decline to pay the Grant Amount, or any portion thereof, to Grantee.

c. Effective upon receipt of written notice of termination from Foothill Transit, Grantee shall not undertake any new work or obligation with respect to this Agreement, and Foothill Transit shall have no obligation to reimburse Grantee for any funds expended by Grantee, except as otherwise agreed to by the Parties.

d. The remedies described herein are not exclusive. Foothill Transit shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

3. Termination for Convenience. Foothill Transit may terminate this Agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the Grant Amount.

Section 12. General Provisions

1. This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. Grantee hereby consents and submits to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California for adjudication of any suit or cause of action arising under or in connection with the Agreement, or the performance of such Agreement, and agrees that any such suit or cause of action may be brought in any such court.

2. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute the same document. A signed copy of this Agreement delivered

by email (including .pdf format), or other means of electronic transmission shall be deemed to have the same legal force effect as delivery of an original "wet ink" signed copy of this Agreement. Except where stated otherwise in the Contract, the Parties agree that electronic signatures are permissible and have the same force and effect as original signatures, for all purposes.

[Signature Page Follows]

In witness thereof, the Parties hereto have caused this Agreement to be executed by their respective officers with all the formalities required by law.

FOOTHILL TRANSIT

By: _____
Doran J. Barnes
Chief Executive Officer

Dated: _____

Approved as to Form:

By: _____
Name: _____
Thompson Coburn LLP
Special Counsel to Foothill Transit

CITY OF INDUSTRY

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

ITEM NO. 6.10

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: December 11, 2025

SUBJECT: Consideration of Amendment No. 5 to the Professional Services Agreement with Civiltec Engineering, Inc., increasing compensation by $25,325

Background:

On August 11, 2017, the City released a Request for Proposals ("RFP") for Preparing Plans, Specifications and Estimate ("PS&E") for the Four Grade Separation Pump Stations project, Contract No. 2017-1031. The RFP was posted on the City's PlanetBids vendor portal, and an email notification was sent out to the pre-qualified potable water, recycled water, and stormwater design engineering services bench which included: CASC Engineering and Consulting, Civilsource, Inc., Civiltec Engineering, Inc. ("Civiltec"), Cordoba Corporation, CWE Corp., HR Green, and Kimley-Horn and Associates, Inc.

On November 9, 2017, the City Council approved a Professional Service Agreement ("Agreement") with Civiltec in the amount of $250,444.05, for pump station design services. The scope of work includes the upgrade of the four pump stations listed below in order to correct deficiencies that may exist in each one. The pump stations are located at the following grade separations:

1. Peck Road
2. Hacienda Boulevard
3. Azusa Avenue
4. Grand Crossing Parkway

On July 8, 2021, the City Council approved an Amendment No. 1, extending the term through November 9, 2023, amending the scope of services to include additional hydrology studies for the four pump stations and additional design requirements, along with a companion increase in

compensation of $145,818.00. It was also necessary to include language requiring indemnity specific to independent contractors, and revise the addresses for the City and City Attorney's office. On November 10, 2022, the City Council approved Amendment No. 2, extending the term through November 9, 2024, and increasing compensation by $106,169.00 due to subsequent plan review comments from Los Angeles County Public Works ("County") that required natural gas generators on the Grand Crossing Parkway pump station. On September 28, 2023, the City Council approved Amendment No. 3 increasing compensation by $76,552.00. On October 24, 2024, Amendment No. 4 was approved to extend the term through October 31, 2027.

Discussion:

There is ongoing work to address plan review comments from the County and Staff on the mechanical, civil, structural, and electrical plans. Further, additional coordination of comments and responses from multiple departments within the County has led to numerous revisions and changes to the plans and specifications. Therefore, it is necessary to increase compensation by $25,325.00.

Fiscal Impact:

Table 1 - Summary of Costs

Contract Amount	$250,444.05
Amendment No. 1	$145,818.00
Amendment No. 2	$106,169.00
Amendment No. 3	$76,552.00
Amendment No. 5	$25,325.00
Revised Project Cost	**$604,308.05**

The fiscal impact for Amendment No. 5 is $25,325.00. In the adopted Fiscal Year 2025-2026 Capital Improvement Project budget, $100,000.00 is approved (Account No. 107-300-5130) (MP 13-10 #1/CIP-GS-18-005-B).

Recommendation:

Staff recommends the City Council approve Amendment No. 5 to the Agreement with Civiltec.

Exhibits:

1. COI Civiltec Amendment No. 5
2. Civiltec PSA

AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT WITH
CIVILTEC ENGINEERING, INC.

This Amendment No. 5 to the Professional Services Agreement ("Agreement") is made and entered into this 11th day of December, 2025 ("Effective Date") by and between the City of Industry, a California municipal corporation ("City") and Civiltec Engineering, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, on or about November 9, 2017, the Agreement was entered into and executed between the City and Consultant for engineering design services for preparing Plans, Specifications and Estimate ("PS&E") for the Four Grade Separation Pump Stations project; and

WHEREAS, on or about July 8, 2021, Amendment No. 1 was approved, extending the term of the Agreement through November 9, 2023, to allow Consultant to continue providing engineering design services. Additionally, the scope of services was amended to include additional work due to the 30 percent plan check comments from Los Angeles County ("County"), that included additional hydrology studies and design modifications to the four pump stations. Further, a companion budget increase in the amount of $145,818.00 was approved. In order to comply with best practices, it was necessary to amend the Agreement to include indemnity language specific to independent contractors, and addresses for the City Attorney's office and the City were also revised; and

WHEREAS, on or about November 10, 2022, Amendment No. 2 was approved, extending the term of the Agreement through November 9, 2024, to allow Consultant to continue providing engineering design services that required additional time due to County comments regarding natural gas generators, and a companion budget increase in the amount of $106,169.00; and

WHEREAS, on or about September 28, 2023, Amendment No. 3 was approved to increase compensation by $76,552.00; and

WHEREAS, on or about October 24, 2024, Amendment No. 4 was approved to extend the term through October 31, 2027; and

WHEREAS, because subsequent plan check comments from the County and City Staff on mechanical, civil, structural and electrical plans required numerous revisions and changes to the plans and specifications, it is necessary to increase compensation by $25,325.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 5 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

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

This amount shall not exceed Six Hundred Four Thousand Three Hundred Eight Dollars and Five Cents ($604,308.05) for the total Term of the Agreement unless additional payment is approved as provided in 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 have executed this Amendment No. 5 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Cory C. Moss, Mayor

"CONSULTANT"
Civiltec Engineering, Inc.

By: _____
C. Shem Hawes, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 5

PROFESSIONAL SERVICES AGREEMENT WITH CIVILTEC ENGINEERING INC.
DATED NOVEMBER 9, 2017

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of November 9, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Civiltec Engineering, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 9, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred and Fifty Thousand, Four Hundred and Forty-Four Dollars and Five Cents ($250,444.05) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

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

To City:	City of Industry 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: City Manager
With a Copy To:	James M. Casso, City Attorney Casso & Sparks, LLP 13200 Crossroads Parkway North, Suite 345 City of Industry, CA 91746

To Consultant: C. Shem Hawes, Principal
Civiltec Engineering, Inc.
118 W. Lime Avenue
Monrovia, CA 91016

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

By: _____
Paul J. Philips, City Manager

"CONSULTANT"
Civiltec Engineering, Inc.

By _____
C. Shem Hawes, Principal

Attest:

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

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide the following scope of services:

Consultant shall prepare plans, specifications and estimate for four grade pump separations, as set forth below.

The pump stations are located at:

1. Peck Road
2. Hacienda Boulevard
3. Azusa Avenue
4. Grand Crossing Parkway

Phase 1 – Project Initiation

Meeting and Project Management

Consultant shall arrange and conduct a kick-off meeting with the City and the project team to formalize design requirements, discuss schedules, plan site visits and obtain any data (i.e. CAD files, plans or documents) that the City may have in its possession relative to the project. Meeting minutes and action items will be provided within 7 days of the meeting.

Utility Research and Data Collection

Consultant shall perform a complete utility investigation and data research of each pump station site. The objective is to obtain all record information available for each site including record drawings of site improvements, substructure drawings, boundary information, engineering reports, record drawings, assessor's parcel maps, etc. Upon review of the information provided, Civiltec will submit a Request for Information (RFI) detailing any additional information needed from the City. The City will provide copies of existing plans (record drawings) that are available and applicable to this project.

Deliverables

- Meeting Minutes
- Project Schedule
- RFI

City Tasks

- Review RFI and provide additional available information

Phase 2 - Prepare Report

Consultant shall prepare a study for each of the pump station sites. This will include site visits to each of the stations to document identified deficiencies. The report will detail these deficiencies and provide solutions with cost estimates to address the concerns for each pump station.

Consultant shall set up a meeting with operation and maintenance personnel to discuss their concerns at each site and potential solutions.

The report will be prepared as a draft at final level and contain a summary section, conclusions and recommendations along with all the backup support data. We will meet with the City to discuss the report and project issues.

Deliverables

- Draft Design Report
- Final Design Report
-

City Tasks

- Escort Consultant on a site visit to each of the project sites
- Coordinate with operations and maintenance personnel to attend a meeting
- Review and provide comments on Draft report

Phase 3 – Conceptual Plan

Topographic Survey and Base Map

Perform a detailed topographic survey of the site including the aboveground piping, both interior and exterior of the building to locate all existing improvements, establish horizontal and vertical control for construction and supplement record data. Consultant will perform a detailed topographic survey of the site to thoroughly document the existing improvements. Valve lids, manholes, utility paint markings, aboveground piping, building limits, etc., will be documented and incorporated into the base drawings to accurately represent existing field conditions. We will perform a field walk of the project area to verify the information obtained from the record information and field survey.

Consultant shall combine the topographic information obtained from the field survey and field investigation, public right-of-way maps, utility information obtained from research, and prepare a base map of the project areas. The base map will include, as a minimum, adjacent street centerline, storm drain, flood control, sewer, and any related utilities.

Conceptual Plan

Consultant shall prepare conceptual design drawings based on the design report. The conceptual design drawings will include identification of mechanical equipment, electrical equipment, underground piping on the site, and site improvements necessary Consultant shall prepare a preliminary cost estimate.

Deliverables

- Conceptual Plans
- Cost estimate

City Tasks

- Review and provide comments on the conceptual plan

Phase 4 – Final Design

Consultant shall prepare plans and specifications for civil, electrical, mechanical, instrumentation, and all other aspects of the project based on the comments from the conceptual plan. The drawings will be created in AutoCAD 2017 for Windows in Civil3D on 24-inch by 36-inch size sheets. The project design drawings will include demolition, construction drawings and identification of mechanical equipment, electrical equipment and underground piping on the site. Consultant shall ensure that all SCADA (supervisory control and data acquisition) input and output signals for the pump station operations are included in the communications and that necessary power distribution system components are identified.

Consultant shall provide three submittals for approval of the plans and specifications. The following list identifies the key submittals, meetings and design information proposed for the design.

60% Design, Submittal and Review
Submit complete design drawings, plans and specification table of contents. The 60% design drawings will include topography map, location and sizes of all found utilities, demolition plan and details, layout of the pumps, piping, and electrical equipment. The 60% submittal will include title sheet, plan sheets, electrical drawings and detail sheets.

90% Design, Submittal and Review
Consultant shall prepare detailed design plans for construction based on comments from the 60% design. Consultant's 90% design submittal will include the pump station plan, section, pump layout, piping layout and profiles, details, notes, dimensions, standard drawing references, connection details and other pertinent information. Technical specifications, detailed engineer's construction cost estimate and bid schedule will be completed.

Consultant shall provide two (2) full-size sets and one (1) half-size set of the 90% design plans including two (2) sets of technical specifications and cost estimate. A CD will be provided with one (1) set of plans in PDF format, one (1) set of specifications prepared in Microsoft Word in PDF format and one (1) cost estimate and bid schedule prepared in Microsoft Excel in PDF format.

Final Design Submittal
Consultant shall incorporate comments from the 90% design review corrections from the City. The final submittal will include original Mylar plans and original contract specifications signed by a California Professional Licensed Civil Engineer. A PDF set of plans will be submitted to the County for approval prior to final printing. Consultant shall review the City's provided special provisions and update as necessary. The front end special provisions will be provided by the City to be included in the bid documents.

Consultant shall provide to the City three (3) full-size sets of conformed contract document and one (1) half-size set of the final design plans including three (3) sets of technical specifications and cost estimate. A CD will be provided with one (1) set of plans in PDF format, one (1) set of specifications prepared in Microsoft Word in PDF format and one (1) cost estimate and bid schedule prepared in Microsoft Excel in PDF format.

Specifications
Consultant shall prepare detailed technical specifications and special provisions to support the drawings and complete the elements of the project. The City's technical specifications and standard drawings will be implemented where applicable. Consultant shall also incorporate the latest City front-end contract documents and general provisions and develop necessary project specific special provisions.

Deliverables
- 60%, 90%, 100%, and Final Plans, Specifications and Estimate (PS&E)

City Tasks
- Provide front end special provisions to be included in the bid documents
- Review and provide comments on PS&E submittals

Phase 5 –Construction Support

Bidding Phase
Consultant shall assist the City with the bidding and award of the contract for construction. Services will include the bid interpretation and addenda. Consultant shall respond to questions from the bidders, interpret contract documents and issue addenda as needed to modify or clarify the contract documents, review and evaluate bids, verify contractor references, and assist the City in recommending award of the contract.

Submittal Review/Requests for Information (RFIs)/Change Orders
Consultant shall provide construction support services including review shop drawings, manufacturer's submittals (up to 20 submittals) and RFIs (up to 10 RFIs) as well as meet with the City to discuss any change orders (8 change orders) and/or construction issues.

Phase 6 –Prepare As-Builts

Record Drawing/Final Project Records
Consultant shall review the contractor's set of field record drawings and ensure timely update of as-builts. All revisions noted will be compiled into a final set of as constructed plans. Consultant shall review, organize and compile all final records and documentation and provide the City with the final bound record package as updated record drawings.

Deliverables
- As-built Plans

Phase 7 –Transfer of Ownership

Consultant shall provide support to the City to transfer ownership of the pump stations to Los Angeles County.

EXHIBIT B

RATE SCHEDULE

Senior Principal Engineer	$240.00
Principal Engineer	$220.00
Principal Engineer - Expert Witness Testimony	$350.00
Senior Engineer	$210.00
Senior Project Manager	$192.00
Project Manager	$188.00
Senior Project Engineer	$175.00
Project Engineer	$170.00
Senior Designer	$163.00
Staff Engineer	$147.00
Designer	$128.00
Designer/Drafter	$120.00
Planning Technician	$105.00
Resident Engineer/Observer	$105.00
CAD Technician	$100.00
Junior Engineer	$80.00
Administrative Assistant/Clerical	$80.00
Two Man Survey Party	$240.00
Survey Manager	$155.00
Staff Land Surveyor	$125.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEM NO. 6.11

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
James Cramsie, Sr. Director of Engineering

DATE: December 11, 2025

SUBJECT: Consideration of authorization to advertise for public bids for Contract No. CITY-1527, Temple Avenue Improvements, et al., for an estimated cost of $1,890,000.00

Background:

Temple Avenue, from Baldwin Park Boulevard to the railroad crossing, is a heavily traveled segment for commuters, as it provides an alternate route to the 605 Freeway from Valley Boulevard. Due to this heavy traffic, the pavement has begun to deteriorate and is in need of reconstruction. In addition, this segment currently does not have any streetlights.

Discussion:

The scope of work involves reconstruction of existing roadway pavement from Baldwin Park Boulevard to the railroad crossing. The reconstruction of the pavement will allow for the reduction of roadway cross fall slopes for a more comfortable ride by vehicles. As part of the project, a new PCC sidewalk and streetlight system will be constructed on the southside of Temple Avenue. The existing sidewalk and driveways on the northside will be reconstructed, along with the existing curb ramps within the intersection of Temple Avenue and Baldwin Park Boulevard.

Fiscal Impact:

The estimated cost for this project is $1,890,000.00.

Recommendation:

It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

1. Notice Inviting Bids
2. Engineer's Estimate
3. Section A
4. Reduced Set of Project Plans

FOR PUBLICATION

NOTICE INVITING BIDS FOR:

CITY OF INDUSTRY
PROJECT NO. 527

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

CONTRACT NO. CITY-1527

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **Thursday, February 26, 2026**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through https://www.planetbids.com/portal/portal.cfm?CompanyID=29042.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note:*** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the CITY.

The Scope of Work is as follows: The project involves the reconstruction of an existing roadway pavement from Baldwin Park Boulevard to the Railroad Crossing. As part of the project, a new PCC sidewalk and street lights system will be constructed on the southside of Temple Avenue. The existing sidewalk and driveways on the northside will be reconstruction, along with the existing curb ramps within the intersection of Temple Avenue and Baldwin Park Boulevard.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Monday, February 16, 2026 at 5:00 P.M.**

CITY OF INDUSTRY
PROJECT NO. 527

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

CONTRACT NO. CITY-1527

Each bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **December 11, 2025**

Julie Gutierrez-Robles, City Clerk

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. 527

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

CONTRACT NO. CITY-1527

ENGINEER'S ESTIMATE
$1,890,000.00

SECTION A

CITY OF INDUSTRY
PROJECT NO. 527

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

CONTRACT NO. CITY-1527

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **Thursday, February 26, 2026**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through https://www.planetbids.com/portal/portal.cfm?CompanyID=29042.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A - General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note:*** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the CITY.

The Scope of Work is as follows: The project involves the reconstruction of an existing roadway pavement from Baldwin Park Boulevard to the Railroad Crossing. As part of the project, a new PCC sidewalk and street lights system will be constructed on the southside

of Temple Avenue. The existing sidewalk and driveways on the northside will be reconstruction, along with the existing curb ramps within the intersection of Temple Avenue and Baldwin Park Boulevard.

Online Questions and Answers will be due via the City of Industry's PlanetBids™ vendor portal on **Monday, February 16, 2026 at 5:00 P.M.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: CITY-1527 - TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING, City of Industry City Hall, 15625 Mayor Dave Way, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond and signed bid package to the CITY and will be given a deadline to submit.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

CONTRACTOR

INSURANCE

Prior to the beginning of and throughout the duration of the Project, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that

existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the CITY.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of CITY, and prior to commencement of the Project, Contractor 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. Contractor 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 $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $5,000,000 completed operations aggregate. 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. Contractor 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 Contractor 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 combined single limit for each accident.

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

- The umbrella or excess policy shall follow form over the CONTRACTOR's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
- The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
- The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of ten years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Other provisions or requirements:

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

Duration of Coverage. Contractor 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 work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is

a statutory exposure to completed operations claims. The CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the 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 the 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 requirements or is canceled and not replaced, the CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the CITY will be promptly reimbursed by Contractor or the CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to

coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of Cancellation. Contractor 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Requirements. 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 Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

Self-insured Retentions. Any self-insured retentions must be declared to and approved by CITY. 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. Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under

this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. Contractor 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.

EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience, and safety record.

PREVAILING WAGES

A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

i. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.

ii. Section 1777.4, Apprenticeship Requirements.

iii. Section 1777.5, Apprenticeship Requirements.

iv. Section 1813, Penalty for Failure to Pay Overtime.

v. Section 1810 and 1811, Working Hour Restrictions.

vi. Section 1775, Payroll Records.

vii. Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. ***Please note:*** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are

currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the CITY.

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

By the order of the **CITY OF INDUSTRY** dated **December 11, 2025**

Julie Gutierrez-Robles, City Clerk

CITY OF INDUSTRY
IMPROVEMENT PROJECT NO. 527
TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING
CONTRACT NO. CITY-1527

GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2024 EDITION WITH ALL CURRENT SUPPLEMENTS, PUBLISHED BY BUILDING NEWS INC., LOCATED AT 990 PARK CENTER DRIVE, SUITE E, VISTA, CA 92081 AND APPROPRIATE STANDARD DRAWINGS.
2. PRIOR TO BEGINNING OF ANY WORK, OBTAIN A PERMIT FROM THE CITY OF INDUSTRY, PER THE PROJECT SPECIFICATIONS.
3. ALL WORK COVERED BY THIS PLAN SHALL BE INSPECTED BY THE CITY ENGINEER. REQUEST FOR INSPECTION SERVICE SHALL BE MADE 48-HOURS IN ADVANCE AT (626) 333-0336.
4. STREET IMPROVEMENT CONSTRUCTION SHALL BE DONE ACCORDING TO THE STANDARD PLANS, LATEST EDITION, OF THE CITY OF INDUSTRY, AVAILABLE AT THE OFFICE OF THE CITY ENGINEER AT 15625 MAYOR DAVE WAY, CITY OF INDUSTRY, CA. 91744, (626) 333-2211.
5. WORK IN EXISTING STREETS SHALL BE COMPLETED AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE TRAVELING PUBLIC. FAILURE TO COMPLY WITH THIS REQUIREMENT IS A VIOLATION OF CITY ORDINANCE.
6. THE CONTRACTOR SHALL NOTIFY THE LOS ANGELES COUNTY FIRE DEPARTMENT (626) 968-1978 AND THE LOS ANGELES SHERIFF DEPARTMENT (626) 330-3322 AT THE CITY OF INDUSTRY SUBSTATION AT LEAST 48-HOURS PRIOR TO START OF WORK.
7. ALL UTILITY TRENCHES IN PUBLIC STREETS OR FUTURE PUBLIC STREETS SHALL BE BACKFILLED WITH A CLEAN GRANULAR MATERIAL HAVING A MINIMUM SAND EQUIVALENT OF 30. BACKFILL SHALL BE COMPACTED TO A MINIMUM RELATIVE DENSITY OF 90 PERCENT, UP TO 6" BELOW FINAL GRADE AND AT LEAST 95% AT UPPER 6" OF FINAL GRADE.
8. THE OPTION OF USING SLAG OR CRUSHED MISC. BASE (CMB) IN LIEU OF CRUSHED AGGREGATE BASE FOR ANY STREET IMPROVEMENT IS NOT ALLOWED.
9. EXISTING CONCRETE IMPROVEMENTS AND ASPHALT CONCRETE PAVEMENT SHALL BE SAW CUT, FULL DEPTH, TO A TRUE LINE WHERE NEW CONCRETE OR ASPHALT IS TO JOIN.
10. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE IN ACCORDANCE WITH SECTION 403 OF THE STANDARD SPECIFICATIONS. CONTRACTOR SHALL NOTIFY COUNTY SANITATION DISTRICT OF LOS ANGELES COUNTY (CSD), SUPERINTENDENT OF MAINTENANCE AT (626) 458-4357 A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK IN THE AREA OF THEIR MANHOLES. CONTRACTOR SHALL ASSIST IN THE ADJUSTMENT OF MANHOLES IN ACCORDANCE WITH THEIR PROCEDURES, LATEST EDITION.
11. THE CONTRACTOR SHALL PROTECT AND RESTORE EXISTING UTILITIES AND IMPROVEMENTS AS PER SECTION 400, 402-1 AND 402-2 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES OF EVERY NATURE WHETHER SHOWN HEREON OR NOT TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES DAMAGED BY OPERATIONS IN CONNECTION WITH THE PROSECUTION OF THE WORK.
13. 48-HOURS PRIOR TO ANY STREET WORK, THE CONTRACTOR SHALL CALL THE UNDERGROUND SERVICE ALERT AT 1 (800) 422-4133 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
14. THE FOLLOWING IS A LIST OF THE UTILITY COMPANIES AND THE PERSONS TO CONTACT REGARDING THE RESPECTIVE UTILITIES WITHIN THE LIMITS OF THIS PROJECT:

JERRY RUIZ FRONTIER CALIFORNIA, INC.	(951) 201-8765
RUDY MARTINEZ SAN GABRIEL VALLEY WATER COMPANY	(626) 774-2243
STEVEN NGYUEN SOUTHERN CALIFORNIA EDISON	(626) 665-5227
KEVIN DAVIS INDUSTRY PUBLIC UTILITY (IPU) INSPECTOR	(310) 729-5073
DEV BIRLA IPU SENIOR ENERGY ADVISOR	(626) 945-0531
ERIC ROMERO SOUTHERN CALIFORNIA GAS CO.	(213) 231-0456
JESSE GONZALEZ CHARTER/SPECTRUM COMMUNICATIONS.	(626) 430-3570
ANUSH SARABAKHSH CROWN CASTLE	(310) 702-4944

15. ANY CONTRACTOR OR SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLAN.

NOTICE TO CONTRACTOR

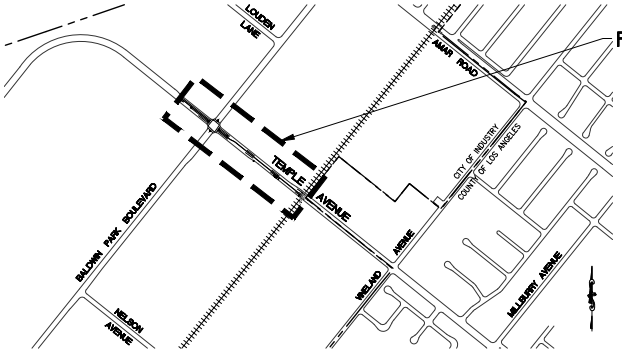
APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BENCH MARK
B.M. T-5 ELEV. 309.672 (NAV 29)
B.C. MON. IN E. CB. OF BALDWIN PARK BLVD.
±22' S. OF ℄ PROD. OF LOUDEN LANE.

LEGEND

- EX. POWER POLE.
- EX. SIGN.
- EX. IRRIGATION CONTROL VALVE PULL BOX.
- EX. PULL BOX.
- PROP. PULL BOX.
- EX. CATCH BASIN.
- EX. FIRE HYDRANT.
- EX. WATER VALVE.
- EX. GAS VALVE.
- EX. SEWER MANHOLE.
- EX. DRAIN MANHOLE.
- EX. TELEPHONE MANHOLE.
- EX. C&G.
- PROP. C&G.
- EX./PROP. FLOW LINE.
- EX. DRIVEWAY.
- PROP. DRIVEWAY.
- x — EX. CHAIN LINK FENCE.
- EX. WROUGHT IRON FENCE.
- e — EX. ELECTRIC CONDUIT.
- SL — PROP. STREET LIGHT CONDUIT.
- t — EX. TELECOMMUNICATION CONDUIT.
- ts — EX. TRAFFIC SIGNAL CONDUIT.
- g — EX. GAS LINE.
- w — EX. WATER LINE.
- sd — EX. STORM DRAIN LINE.
- oh — EX. OVERHEAD LINE.
- s — EX. SEWER LINE.
- EX. TRAFFIC SIGNAL.
- EX. STREET LIGHT.
- PROP. STREET LIGHT.
- COLDMILL AND OVERLAY.
- PROP. SIDEWALK.
- PROP. CURB RAMP.
- PROP. STREET PAVE-OUT.



VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
1 of 12	TITLE SHEET, GENERAL NOTES, INDEX OF DRAWINGS & VICINITY MAP.
2 of 12	TYPICAL SECTIONS.
3 of 12	STREET PLAN & PROFILE – TEMPLE AVENUE STA 9+00 TO STA 13+50.
4 of 12	STREET PLAN & PROFILE – TEMPLE AVENUE STA 13+50 TO STA 17+50.
5 of 12	STREET PLAN & PROFILE – TEMPLE AVENUE STA 17+50 TO SCRRA TRACKS.
6 of 12	DRIVEWAY DETAILS.
7 of 12	DRIVEWAY DETAILS.
8 of 12	CURB RAMP DETAILS.
9 of 12	SIGNING AND STRIPING IMPROVEMENT PLAN – TEMPLE AVENUE STA 6+00 TO 14+50.
10 of 12	SIGNING AND STRIPING IMPROVEMENT PLAN – TEMPLE AVENUE STA 14+50 TO SCRRA TRACKS.
11 of 12	STREET LIGHTING PLAN.
12 of 12	STREET LIGHTING DETAILS AND DIAGRAM.

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE. DESCRIPTION PER PLAN.
- (1) SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE AS MATERIAL REQUIRED.
- (2) SAWCUT AND REMOVE EXISTING PCC DRIVEWAY AND BASE MATERIAL AS REQUIRED.
- (3) SAWCUT AND REMOVE EXISTING PCC DEPRESSED CURB AND GUTTER FOR DRIVEWAY APPROACH ONLY.
- (4) SAWCUT AND REMOVE EXISTING PCC SIDEWALK AND BASE MATERIAL, AS REQUIRED.
- (5) SAWCUT AND REMOVE DAMAGED PORTION OF EXISTING CMU BLOCK WALL AND FOOTING, AS REQUIRED.
- (6) ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE.
- (7) ADJUST PULLBOX OR UTILITY COVER AND FRAME TO FINISHED GRADE.
- (8) ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.
- (9) NOT USED.
- (10) SCARIFY SUBGRADE 8.0 INCH-THICK AND COMPACT TO A RELATIVE DENSITY OF 95%.
- (11) CONSTRUCT 6.0 INCH-THICK CALTRANS CL 2 AGGREGATE BASE COMPACTED TO A RELATIVE DENSITY OF 95%.
- (12) CONSTRUCT 9.0 INCH-THICK CALTRANS CL 2 AGGREGATE BASE COMPACTED TO A RELATIVE DENSITY OF 95%.
- (13) CONSTRUCT 4.0 INCH-THICK AC PAVEMENT.
- (14) CONSTRUCT 7.0 INCH-THICK AC PAVEMENT.
- (15) CONSTRUCT 6.0 INCH-THICK PCC PAVEMENT.
- (16) CONSTRUCT MODIFIED PCC RETAINING CURB PER SPPWC STD. PLAN NO. 111-5 (DETAIL D), CURB HEIGHT=8".
- (17) CONSTRUCT MODIFIED PCC DRIVEWAY APPROACH PER CITY OF INDUSTRY STD. PLAN NO. 114 AND THE DETAILS ON SHEETS 6&7.
- (18) CONSTRUCT 4.0 INCH-THICK PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO. 115.
- (19) CONSTRUCT PCC SIDEWALK OBSTRUCTION FLARE PER CITY OF INDUSTRY STD. PLAN NO. 115. RELOCATE EXISTING FENCE AS REQUIRED.
- (20) REMOVE AND REPLACE TOP OF STORM DRAIN INLET PER SPPWC STD PLAN NO. 300-4.
- (21) CONSTRUCT MODIFIED CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE AND TYPE PER PLAN AND DETAILS ON SHEET 8.
- (22) CONSTRUCT 8"x8"x16" CMU BLOCK SLOUGH WALL PER SPPWC STD PLAN NO. 622-4, AND MATCH & JOIN EXISTING CMU.
- (23) MODIFY EXISTING IRRIGATION SYSTEM AS REQUIRED.
- (24) CONSTRUCT AC PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111.
- (25) SAWCUT AND REMOVE EXISTING PCC CURB RAMP AND BASE MATERIAL, AS REQUIRED.
- (26) CONSTRUCT DETECTABLE WARNING PANEL PER CALTRANS STD PLAN A88A.
- (27) CONSTRUCT PCC CURB & GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE A2.
- (28) ADJUST EXISTING WROUGHT IRON SLIDING GATE TO NEW GRADE.
- (29) CONSTRUCT 1/4" PREFORMED JOINT FILLER, FULL SLAB DEPTH, ALONG BACK OF SIDEWALK ADJACENT TO EXISTING AC PAVEMENT.
- (30) SAWCUT AND REMOVE EXISTING AC SIDEWALK AND BASE MATERIAL AS REQUIRED.

ABBREVIATIONS

AC	ASPHALT CONCRETE	P/L	PROPERTY LINE
BC	BEGINNING OF CURVE	PB	PULLBOX
BCR	BEGIN CURB RETURN	PCC	POINT OF COMPOUND CURVE
BW	BACK OF WALK	PP	POWER POLE
C&G	CURB AND GUTTER	PRC	POINT OF REVERSE CURVE
CB	CATCH BASIN	PROP	PROPOSED
CF	CURB FACE	PVMT	PAVEMENT
CL	CENTERLINE	R	RIGHT
CLF	CHAINLINK FENCE	RCP	REINFORCED CONCRETE PIPE
CONST	CONSTRUCTION	R/W	RIGHT OF WAY
DWY	DRIVEWAY	SCE	SOUTHERN CALIFORNIA EDISON
EC	END OF CURVE	SD	STORM DRAIN
EG	EXISTING GRADE, EDGE OF GUTTER	S'LY	SOUTHERLY
ELEC	ELECTRICAL	SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
EOP	EDGE OF PAVEMENT		
EVC	END OF VERTICAL CURVE	SS	SANITARY SEWER
EX/EXIST	EXISTING	STD	STANDARD
FL	FLOW LINE	SW	PCC SIDEWALK
FS	FINISHED SURFACE	TC	TOP OF CURB
GB	GRADE BREAK	TELE	TELECOMMUNICATION
HH	HANDHOLE	TF	TOP OF FOOTING
HP	HIGH POINT	TS	TRAFFIC SIGNAL
INT	INTERSECTION	TW	TOP OF WALL
L	LEFT, LENGTH OF CURVE	UTL	UTILITY
LACDPW	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	VLT	VAULT
		WM	WATER METER
LGT	STREET LIGHTING	WV	WATER VALVE
MH	MANHOLE	XXX.X	PROPOSED ELEVATION
N'LY	NORTHERLY	(XXX.X)	EXISTING ELEVATION

NO.	DATE	REVISIONS	CK. BY

CITY OF INDUSTRY
INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211

Prepared by:
CNC ENGINEERING
255 N Hacienda Blvd ‖ Ste 222
City of Industry ‖ CA ‖ 91744
P ‖ 626.333.0336
www.cnc-eng.com

REGISTERED PROFESSIONAL ENGINEER JAMES ROBERT CRAMSIE C 059785 CIVIL STATE OF CALIFORNIA

JAMES R. CRAMSIE, P.E. 059785 DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE
JOSHUA L. NELSON, PE, RCE 66959 CITY MANAGER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

TITLE SHEET, GENERAL NOTES, INDEX OF DRAWINGS AND VICINITY MAP

DESIGNED BY: E.S./L.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 1 OF 12
DRAFTED BY: E.S./L.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

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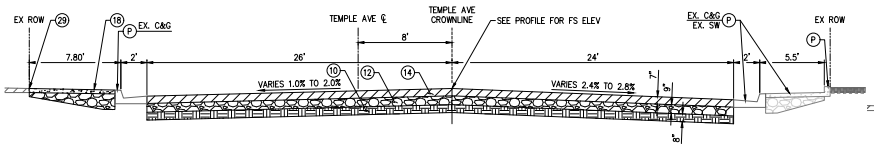
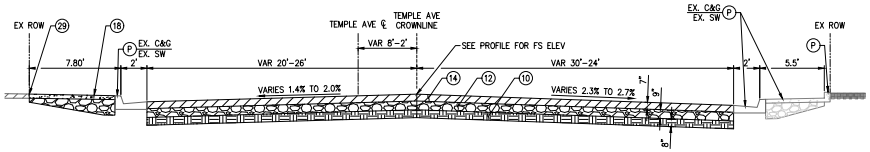


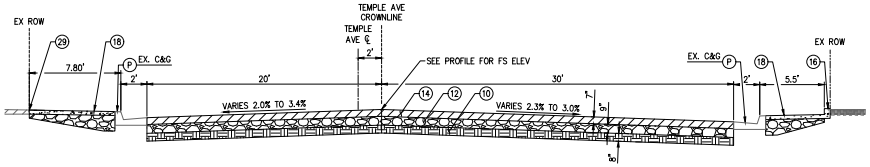
TYPICAL SECTION: STA. 11+00 TO STA. 12+00

N.T.S.



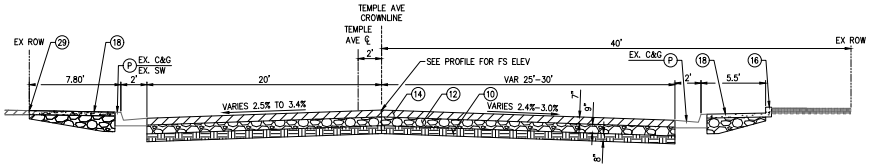
TYPICAL SECTION: STA. 12+00 TO STA. 13+00

N.T.S.



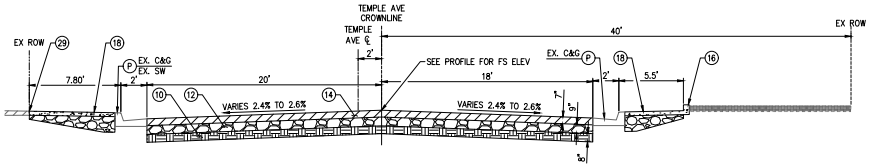
TYPICAL SECTION: STA. 13+00 TO STA. 13+75

N.T.S.



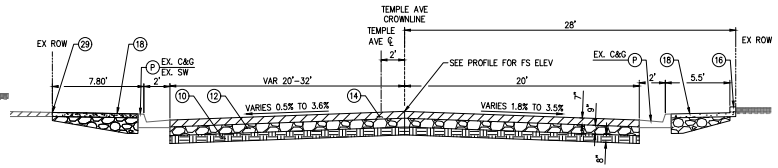
TYPICAL SECTION: STA. 13+75 TO STA. 14+94

N.T.S.



TYPICAL SECTION: STA. 14+94 TO STA. 16+37

N.T.S.



TYPICAL SECTION: STA. 16+37 TO STA. 19+30

N.T.S.

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE. DESCRIPTION PER PLAN.
- (1) SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE AS MATERIAL REQUIRED.
- (2) SAWCUT AND REMOVE EXISTING PCC DRIVEWAY AND BASE MATERIAL AS REQUIRED.
- (3) SAWCUT AND REMOVE EXISTING PCC DEPRESSED CURB AND GUTTER FOR DRIVEWAY APPROACH ONLY.
- (4) SAWCUT AND REMOVE EXISTING PCC SIDEWALK AND BASE MATERIAL, AS REQUIRED.
- (5) SAWCUT AND REMOVE DAMAGED PORTION OF EXISTING CMU BLOCK WALL AND FOOTING, AS REQUIRED.
- (6) ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE.
- (7) ADJUST PULLBOX OR UTILITY COVER AND FRAME TO FINISHED GRADE.
- (8) ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.
- (9) NOT USED.
- (10) SCARIFY SUBGRADE 8.0 INCH-THICK AND COMPACT TO A RELATIVE DENSITY OF 95%.
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- (15) CONSTRUCT 6.0 INCH-THICK PCC PAVEMENT.
- (16) CONSTRUCT MODIFIED PCC RETAINING CURB PER SPPWC STD. PLAN NO. 111-5 (DETAIL D), CURB HEIGHT=8".
- (17) CONSTRUCT MODIFIED PCC DRIVEWAY APPROACH PER CITY OF INDUSTRY STD. PLAN NO. 114 AND THE DETAILS ON SHEETS 6&7.
- (18) CONSTRUCT 4.0 INCH-THICK PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO. 115.
- (19) CONSTRUCT PCC SIDEWALK OBSTRUCTION FLARE PER CITY OF INDUSTRY STD. PLAN NO. 115. RELOCATE EXISTING FENCE AS REQUIRED.
- (20) REMOVE AND REPLACE TOP OF STORM DRAIN INLET PER SPPWC STD PLAN NO. 300-4.
- (21) CONSTRUCT MODIFIED CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE AND TYPE PER PLAN AND DETAILS ON SHEET 8.
- (22) CONSTRUCT 8"x8"x16" CMU BLOCK SLOUGH WALL PER SPPWC STD PLAN NO. 622-4, AND MATCH & JOIN EXISTING CMU.
- (23) MODIFY EXISTING IRRIGATION SYSTEM AS REQUIRED.
- (24) CONSTRUCT AC PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111.
- (25) SAWCUT AND REMOVE EXISTING PCC CURB RAMP AND BASE MATERIAL, AS REQUIRED.
- (26) CONSTRUCT DETECTABLE WARNING PANEL PER CALTRANS STD PLAN A88A.
- (27) CONSTRUCT PCC CURB & GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE A2.
- (28) ADJUST EXISTING WROUGHT IRON SLIDING GATE TO NEW GRADE.
- (29) CONSTRUCT 1/4" PREFORMED JOINT FILLER, FULL SLAB DEPTH, ALONG BACK OF SIDEWALK ADJACENT TO EXISTING AC PAVEMENT.
- (30) SAWCUT AND REMOVE EXISTING AC SIDEWALK AND BASE MATERIAL AS REQUIRED.

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BENCH MARK

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B.C. MON. IN E. CB. OF BALDWIN PARK BLVD. ±22' S. OF ℄ PROD. OF LOUDEN LANE.

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JAMES R. CRAMSIE, P.E. 059785 — DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 — CONTRACT DEPUTY CITY ENGINEER — DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

TYPICAL SECTIONS

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 2 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

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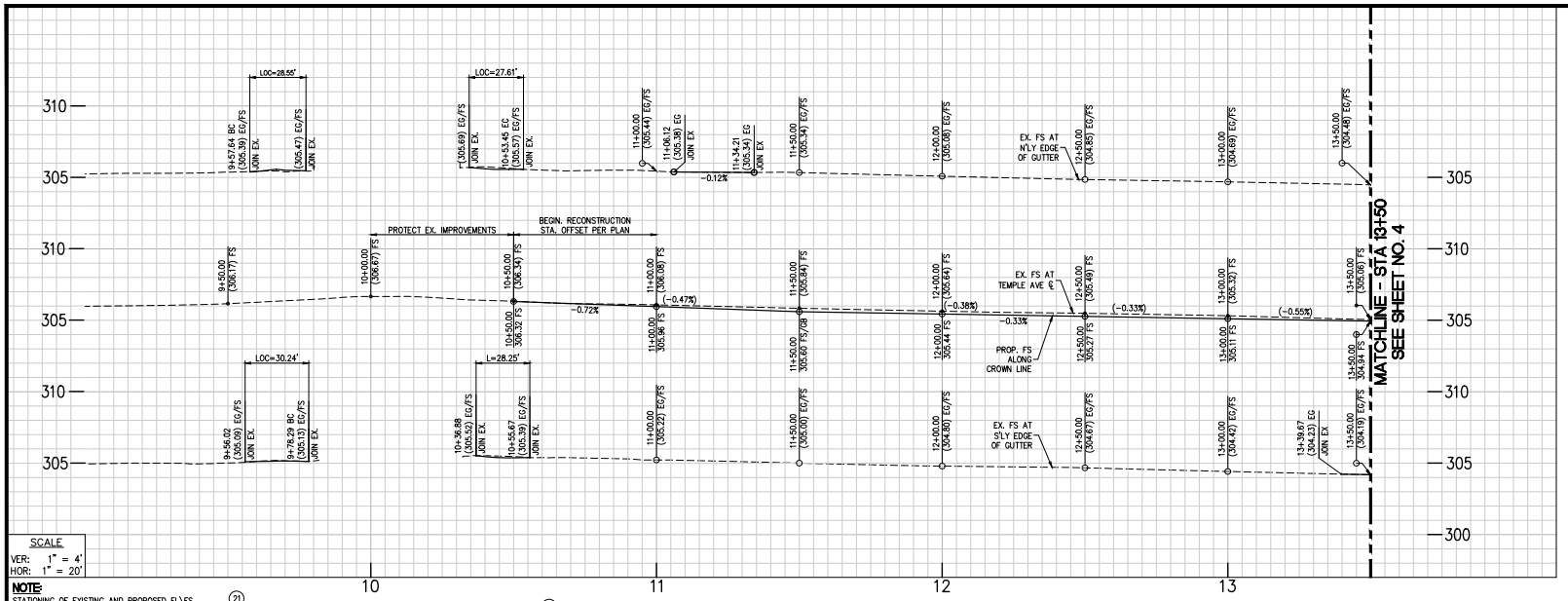
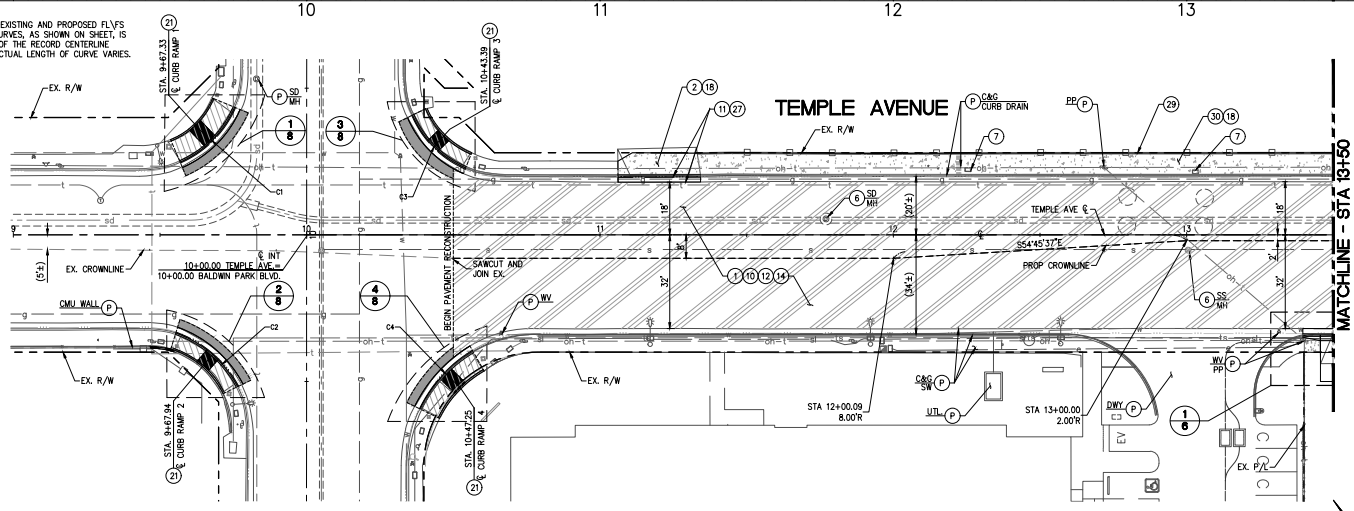


SCALE
VER: 1" = 4'
HOR: 1" = 20'

NOTE:
STATIONING OF EXISTING AND PROPOSED FL\FS PROFILES ON CURVES, AS SHOWN ON SHEET, IS A PROJECTION OF THE RECORD CENTERLINE STATIONING. ACTUAL LENGTH OF CURVE VARIES.



CURB CURVE DATA				
CURVE No.	DELTA	LENGTH	RADIUS	TANGENT
C1	42°57'20"	26.99'	36.00	14.16'
C2	43°05'04"	28.57'	38.00	15.00'
C3	44°25'16"	26.17'	33.75	13.78'
C4	32°34'58"	27.01'	47.50	13.88'

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE. DESCRIPTION PER PLAN.
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LEGEND

- PROPOSED PAVEMENT RECONSTRUCTION
- PROPOSED SIDEWALK
- PROPOSED CURB RAMP
- PROPOSED STREET PAVE-OUT

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REGISTERED PROFESSIONAL ENGINEER — JAMES MOMENT — C 059785 — CIVIL — STATE OF CALIFORNIA
JAMES R. CRAMSIE, P.E. 059785 DATE

CITY OF INDUSTRY
APPROVED BY:
CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING
STREET PLAN AND PROFILE
TEMPLE AVENUE
STA 9+00 TO STA 13+50

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12			
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	SHEET 3 OF 12		

CONTRACT NO. CITY-1527

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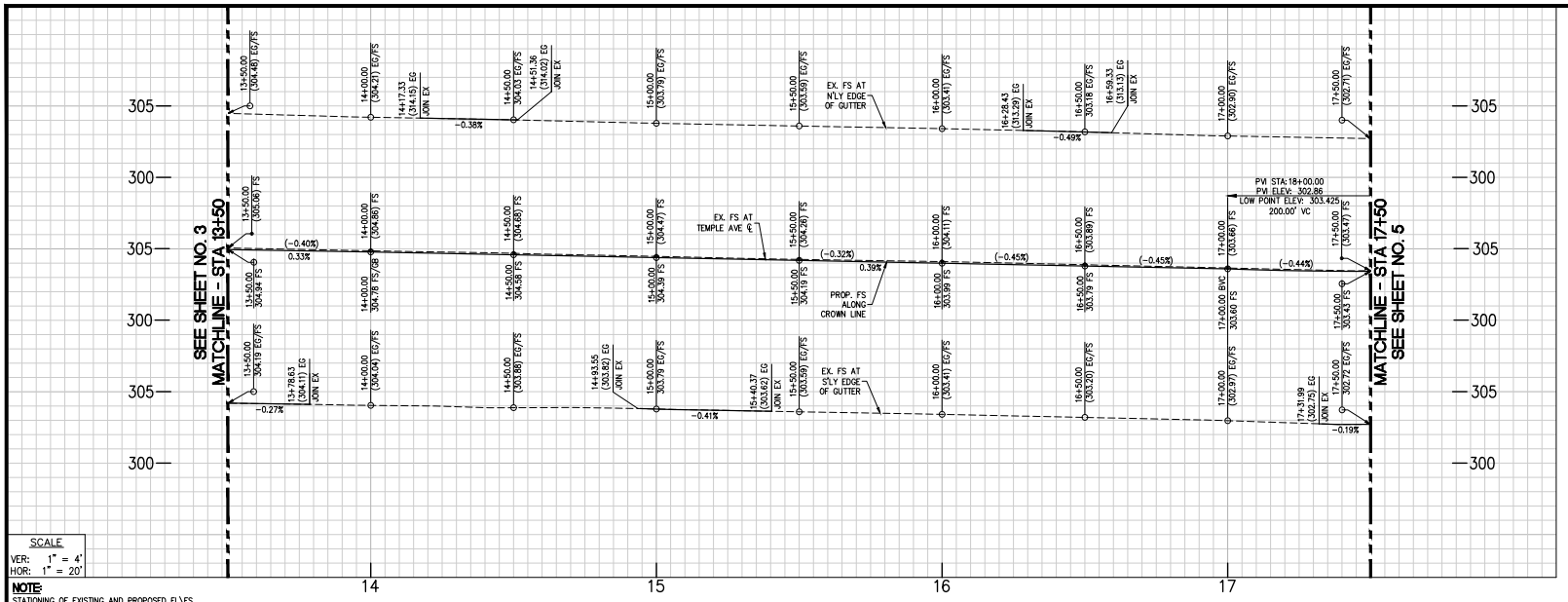

SCALE
VER: 1" = 4'
HOR: 1" = 20'

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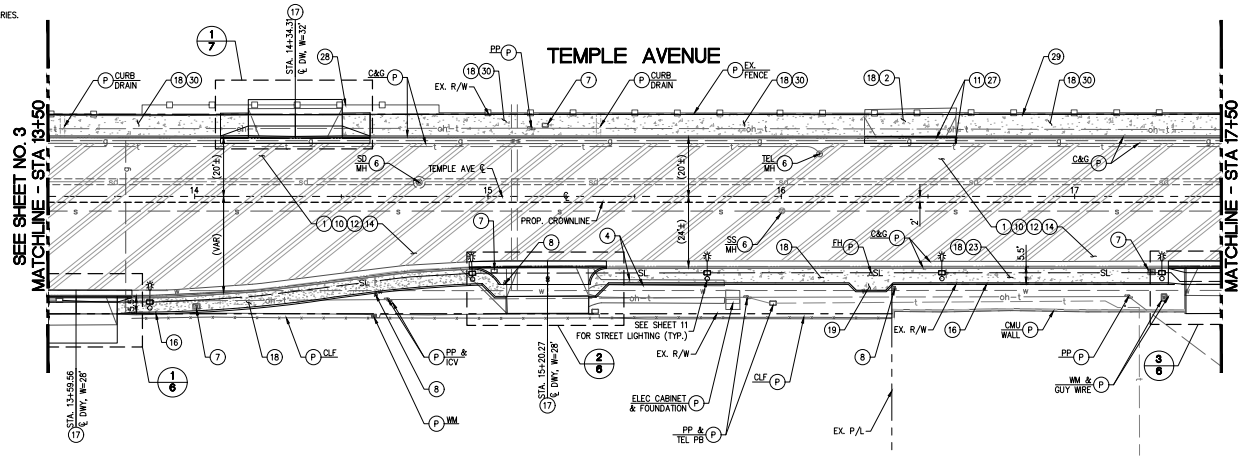

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LEGEND

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- PROPOSED SIDEWALK

20 10 0 20
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JAMES R. CRAMSIE, P.E. 059785 DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

STREET PLAN AND PROFILE

TEMPLE AVENUE

STA 13+50 TO STA 17+50

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 4 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

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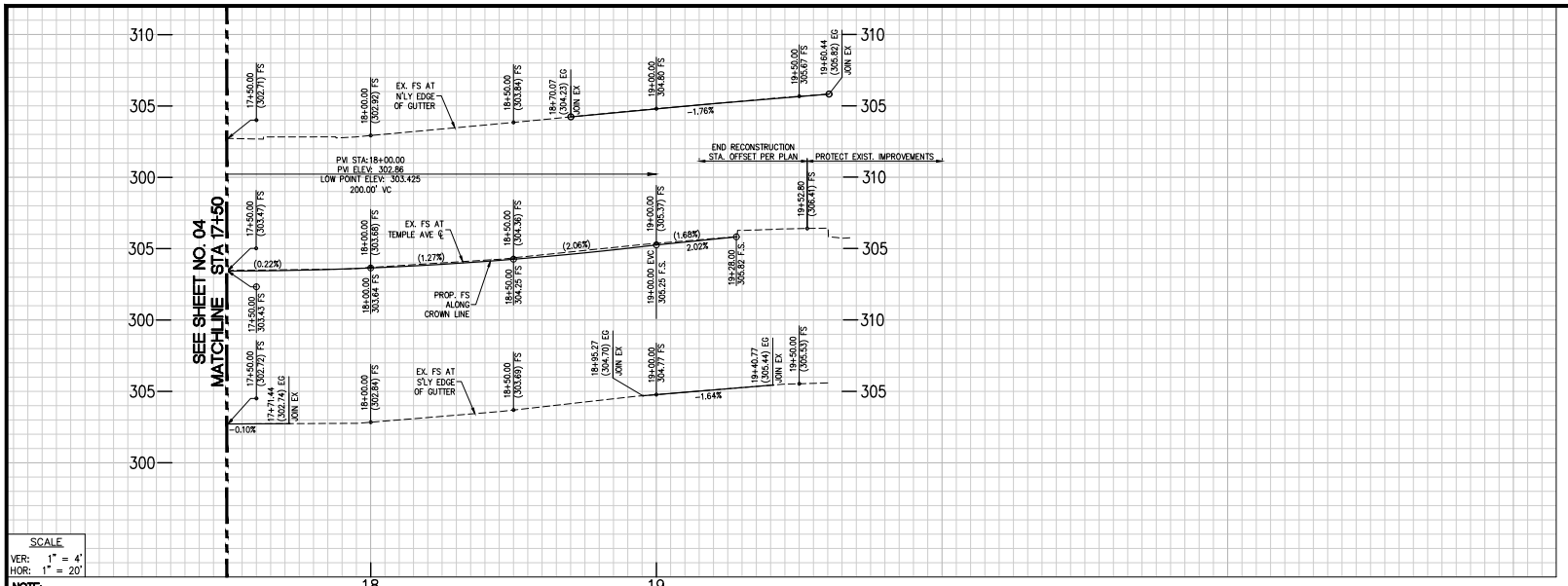

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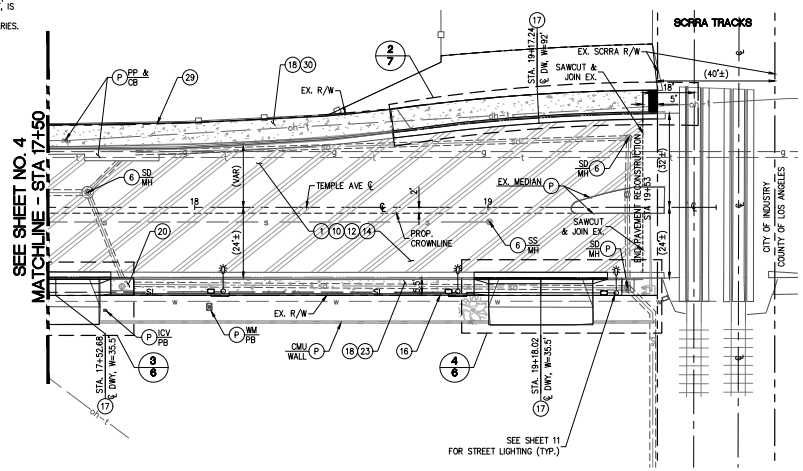

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- 21 — CONSTRUCT MODIFIED CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE AND TYPE PER PLAN AND DETAILS ON SHEET 8.
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- 23 — MODIFY EXISTING IRRIGATION SYSTEM AS REQUIRED.
- 24 — CONSTRUCT AC PAVE-OUT PER CITY OF INDUSTRY STD PLAN NO. 111.
- 25 — SAWCUT AND REMOVE EXISTING PCC CURB RAMP AND BASE MATERIAL, AS REQUIRED.
- 26 — CONSTRUCT DETECTABLE WARNING PANEL PER CALTRANS STD PLAN A88A.
- 27 — CONSTRUCT PCC CURB & GUTTER PER CITY OF INDUSTRY STD. PLAN NO. 112, TYPE A2.
- 28 — ADJUST EXISTING WROUGHT IRON SLIDING GATE TO NEW GRADE.
- 29 — CONSTRUCT 1/4" PREFORMED JOINT FILLER, FULL SLAB DEPTH, ALONG BACK OF SIDEWALK ADJACENT TO EXISTING AC PAVEMENT.
- 30 — SAWCUT AND REMOVE EXISTING AC SIDEWALK AND BASE MATERIAL AS REQUIRED.

LEGEND

PROPOSED PAVEMENT RECONSTRUCTION

PROPOSED SIDEWALK

20 10 0 20
1" = 20'

DIGALERT
DIAL TOLL FREE
1-800-422-4133
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BENCH MARK
B.M. T-5 ELEV. 309.672 (NAV 29)
B.C. MON. IN E. CB. OF BALDWIN PARK BLVD. ±22' S. OF ℄ PROD. OF LOUDEN LANE.

NO.	DATE	REVISIONS	CK. BY

CITY OF INDUSTRY
INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211

Prepared by:
CNC ENGINEERING
255 N Hacienda Blvd | Ste 222
City of Industry | CA | 91744
P | 626.333.0336
www.cnc-eng.com

JAMES R. CRAMSIE, P.E. 059785 — DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 — CONTRACT DEPUTY CITY ENGINEER — DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

STREET PLAN AND PROFILE

TEMPLE AVENUE

STA 17+50 TO SCRRA TRACKS

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 5 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

K:\Mission\2012 Temple Sidewalk East of Baldwin Pk Blvd\Drawings\Sheets\2012-CEP03.dwg
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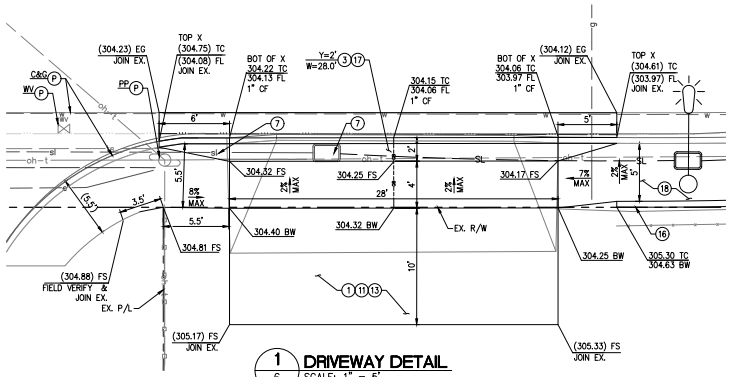
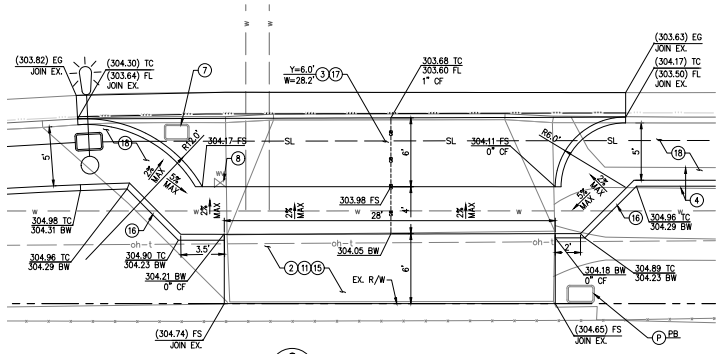


1 DRIVEWAY DETAIL
6 SCALE: 1" = 5'



2 DRIVEWAY DETAIL
6 SCALE: 1" = 5'

CONSTRUCTION NOTES

- (P) PROTECT IN PLACE. DESCRIPTION PER PLAN.
- (1) SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE AS MATERIAL REQUIRED.
- (2) SAWCUT AND REMOVE EXISTING PCC DRIVEWAY AND BASE MATERIAL AS REQUIRED.
- (3) SAWCUT AND REMOVE EXISTING PCC DEPRESSED CURB AND GUTTER FOR DRIVEWAY APPROACH ONLY.
- (4) SAWCUT AND REMOVE EXISTING PCC SIDEWALK AND BASE MATERIAL, AS REQUIRED.
- (5) SAWCUT AND REMOVE DAMAGED PORTION OF EXISTING CMU BLOCK WALL AND FOOTING, AS REQUIRED.
- (6) ADJUST MANHOLE COVER AND FRAME TO FINISHED GRADE.
- (7) ADJUST PULLBOX OR UTILITY COVER AND FRAME TO FINISHED GRADE.
- (8) ADJUST WATER OR GAS VALVE COVER AND FRAME TO FINISHED GRADE.
- (9) NOT USED.
- (10) SCARIFY SUBGRADE 8.0 INCH-THICK AND COMPACT TO A RELATIVE DENSITY OF 95%.
- (11) CONSTRUCT 6.0 INCH-THICK CALTRANS CL 2 AGGREGATE BASE COMPACTED TO A RELATIVE DENSITY OF 95%.
- (12) CONSTRUCT 9.0 INCH-THICK CALTRANS CL 2 AGGREGATE BASE COMPACTED TO A RELATIVE DENSITY OF 95%.
- (13) CONSTRUCT 4.0 INCH-THICK AC PAVEMENT.
- (14) CONSTRUCT 7.0 INCH-THICK AC PAVEMENT.
- (15) CONSTRUCT 6.0 INCH-THICK PCC PAVEMENT.
- (16) CONSTRUCT MODIFIED PCC RETAINING CURB PER SPPWC STD. PLAN NO. 111-5 (DETAIL D), CURB HEIGHT=8".
- (17) CONSTRUCT MODIFIED PCC DRIVEWAY APPROACH PER CITY OF INDUSTRY STD. PLAN NO. 114 AND THE DETAILS ON SHEETS 6&7.
- (18) CONSTRUCT 4.0 INCH-THICK PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO. 115.
- (19) CONSTRUCT PCC SIDEWALK OBSTRUCTION FLARE PER CITY OF INDUSTRY STD. PLAN NO. 115. RELOCATE EXISTING FENCE AS REQUIRED.
- (20) REMOVE AND REPLACE TOP OF STORM DRAIN INLET PER SPPWC STD PLAN NO. 300-4.
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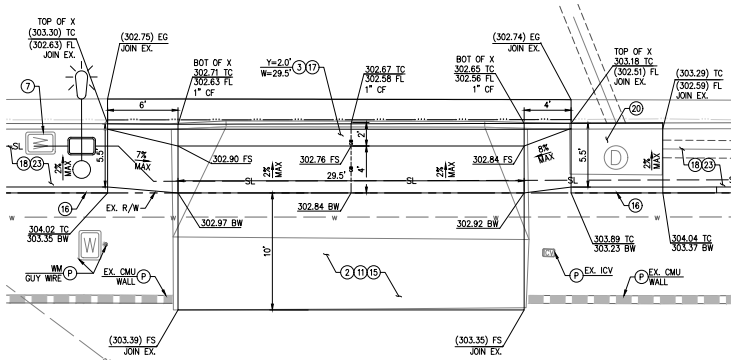
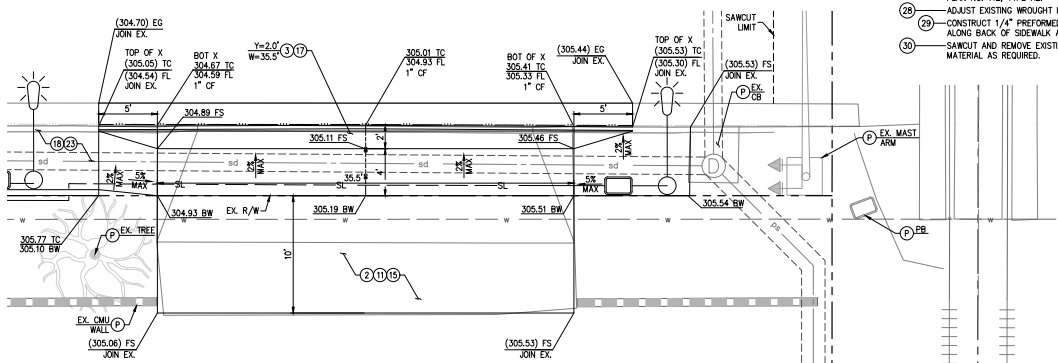
- (29) CONSTRUCT 1/4" PREFORMED JOINT FILLER, FULL SLAB DEPTH, ALONG BACK OF SIDEWALK ADJACENT TO EXISTING AC PAVEMENT.
- (30) SAWCUT AND REMOVE EXISTING AC SIDEWALK AND BASE MATERIAL AS REQUIRED.



3 DRIVEWAY DETAIL
6 SCALE: 1" = 5'



4 DRIVEWAY DETAIL
6 SCALE: 1" = 5'

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REGISTERED PROFESSIONAL ENGINEER C 059785 CIVIL STATE OF CALIFORNIA
JAMES R. CRAMSIE, P.E. 059785 DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

DRIVEWAY DETAILS

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 6 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

K:\Wisconsin\2012 Temple Sidewalk East of Baldwin Pk Blvd\Drawings\Sheets\2012-CED101.dwg
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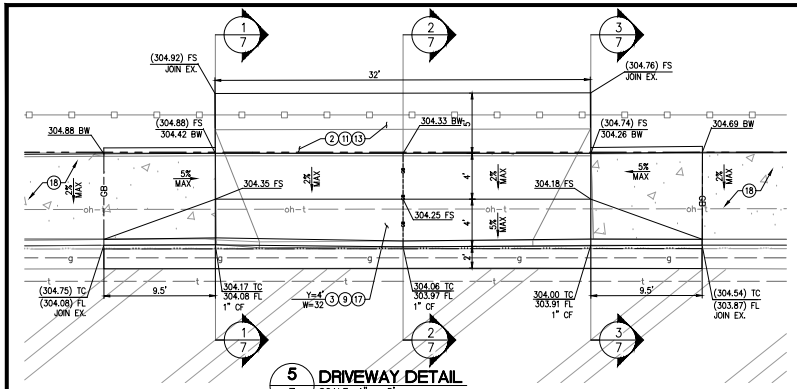
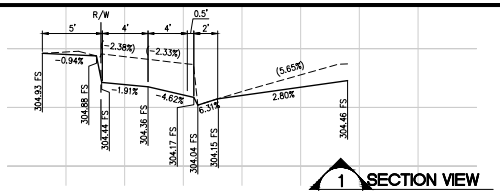
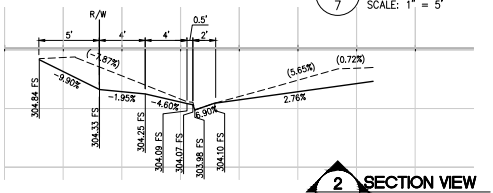


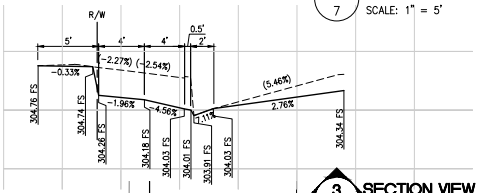
5/7 DRIVEWAY DETAIL
SCALE: 1" = 5'



1/7 SECTION VIEW
SCALE: 1" = 5'



2/7 SECTION VIEW
SCALE: 1" = 5'



3/7 SECTION VIEW
SCALE: 1" = 5'

CONSTRUCTION NOTES

- P — PROTECT IN PLACE. DESCRIPTION PER PLAN.
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- 2 — SAWCUT AND REMOVE EXISTING PCC DRIVEWAY AND BASE MATERIAL AS REQUIRED.
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- 4 — SAWCUT AND REMOVE EXISTING PCC SIDEWALK AND BASE MATERIAL, AS REQUIRED.
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- 18 — CONSTRUCT 4.0 INCH-THICK PCC SIDEWALK PER CITY OF INDUSTRY STD. PLAN NO. 115.
- 19 — CONSTRUCT PCC SIDEWALK OBSTRUCTION FLARE PER CITY OF INDUSTRY STD. PLAN NO. 115. RELOCATE EXISTING FENCE AS REQUIRED.
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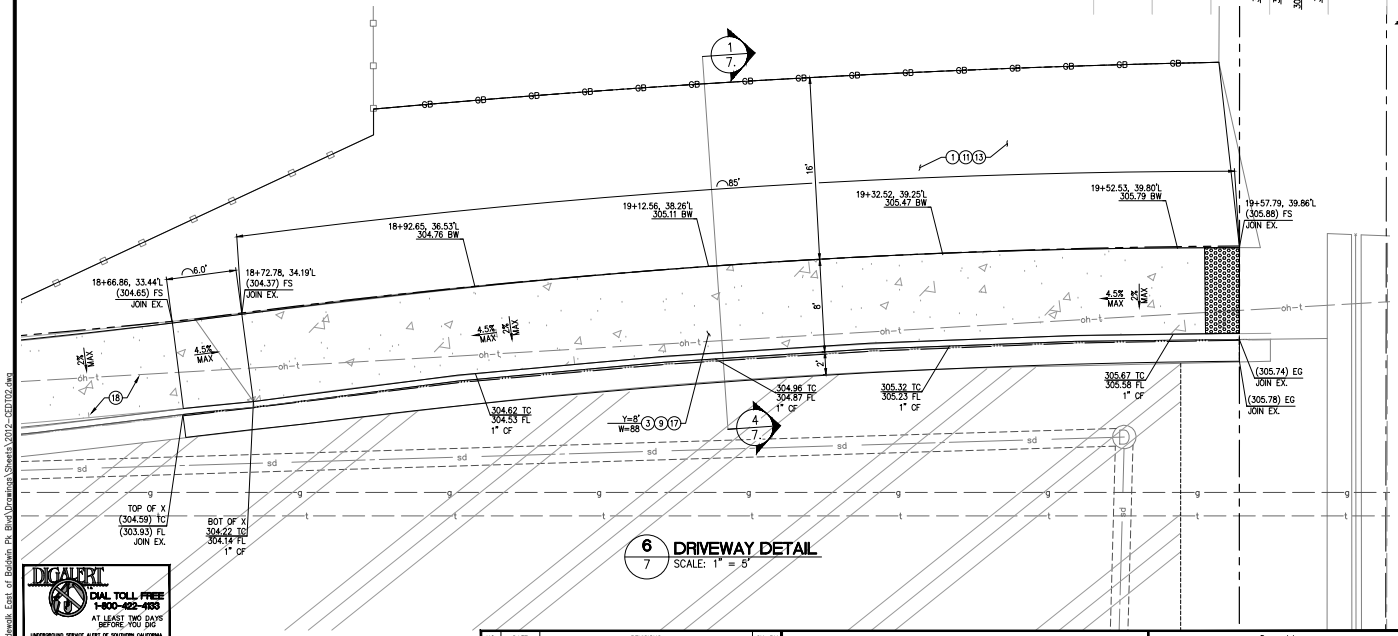
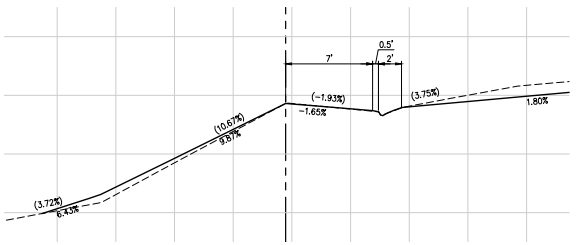


6/7 DRIVEWAY DETAIL
SCALE: 1" = 5'



4/7 TYPICAL SECTION DRIVEWAY 6
SCALE: 1" = 5'

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REGISTERED PROFESSIONAL ENGINEER — JAMES MICHAEL CRAMSIE — C 059785 — CIVIL — STATE OF CALIFORNIA
JAMES R. CRAMSIE, P.E. 059785 DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

DRIVEWAY DETAILS

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 7 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

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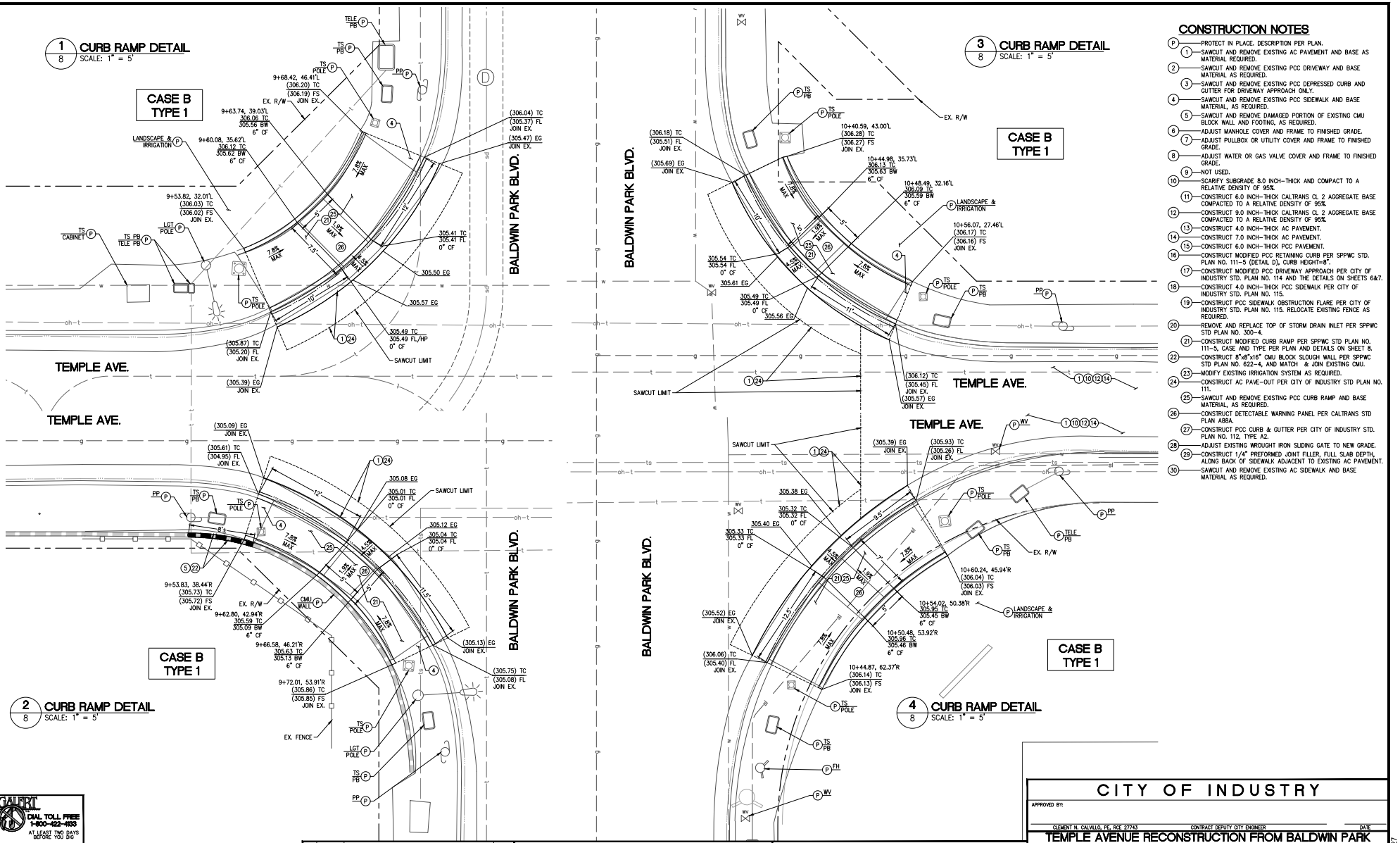
1 CURB RAMP DETAIL
8 SCALE: 1" = 5'
CASE B TYPE 1
BALDWIN PARK BLVD.
TEMPLE AVE.
9+68.42, 46.41'L (306.20) TC (306.19) FS JOIN EX.
9+63.74, 39.03'L 306.06 TC 305.56 BW 6" CF
9+60.08, 35.62'L 306.12 TC 305.62 BW 6" CF
9+53.82, 32.01'L (306.03) TC (306.02) FS JOIN EX.
(306.04) TC (305.37) FL JOIN EX.
(305.47) EG JOIN EX.
305.41 TC 305.41 FL 0" CF
305.50 EG
305.57 EG
305.49 TC 305.49 FL/HP 0" CF
SAWCUT LIMIT
(305.87) TC (305.20) FL JOIN EX.
(305.39) EG JOIN EX.
2 CURB RAMP DETAIL
8 SCALE: 1" = 5'
(305.09) EG JOIN EX.
(305.61) TC (304.95) FL JOIN EX.
305.08 EG
305.01 TC 305.01 FL 0" CF
305.12 EG
305.04 TC 305.04 FL 0" CF
9+53.83, 38.44'R (305.73) TC (305.72) FS JOIN EX.
9+62.80, 42.94'R 305.59 TC 305.09 BW 6" CF
9+66.58, 46.21'R 305.63 TC 305.13 BW 6" CF
9+72.01, 53.91'R (305.86) TC (305.85) FS JOIN EX.
(305.13) EG JOIN EX.
(305.75) TC (305.08) FL JOIN EX.
EX. FENCE
3 CURB RAMP DETAIL
8 SCALE: 1" = 5'
10+40.59, 43.00'L (306.28) TC (306.27) FS JOIN EX.
(306.18) TC (305.51) FL JOIN EX.
(305.69) EG JOIN EX.
10+44.98, 35.73'L 306.13 TC 305.63 BW 6" CF
10+48.49, 32.16'L 306.09 TC 305.59 BW 6" CF
10+56.07, 27.46'L (306.17) TC (306.16) FS JOIN EX.
305.54 TC 305.54 FL 0" CF
305.61 EG
305.49 TC 305.49 FL 0" CF
305.56 EG
(306.12) TC (305.45) FL JOIN EX.
(305.57) EG JOIN EX.
4 CURB RAMP DETAIL
8 SCALE: 1" = 5'
(305.39) EG JOIN EX.
(305.93) TC (305.26) FL JOIN EX.
305.38 EG
305.32 TC 305.32 FL 0" CF
305.40 EG
305.33 TC 305.33 FL 0" CF
10+60.24, 45.94'R (306.04) TC (306.03) FS JOIN EX.
10+54.02, 50.38'R 305.95 TC 305.45 BW 6" CF
10+50.48, 53.92'R 305.96 TC 305.46 BW 6" CF
(305.52) EG JOIN EX.
(306.06) TC (305.40) FL JOIN EX.
10+44.87, 62.37'R (306.14) TC (306.13) FS JOIN EX.
CASE B TYPE 1
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P PROTECT IN PLACE, DESCRIPTION PER PLAN.
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APPROVED BY:
CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE
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DRAFTED BY: E.S./I.S. DATE: NOVEMBER 2025 CONTRACT NO. CITY-1527
SHEET 8 OF 12
CONTRACT NO. CITY-1527
K:\Missions\2012 Temple Sidewalk East of Baldwin Pk Blvd\Drawings\Sheets\2012-CSD703.dwg
11/25/2025 3:06 PM

GENERAL SIGNING AND STRIPING NOTES

A. SIGNING INSTALLATIONS SHALL CONFORM TO THE 2014 CALIFORNIA MUTCD (CAMUTCD), REVISION 7, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), THE STANDARD PLANS AND SPECIFICATIONS, 2022 EDITION OF CALTRANS, AND THE PROJECT SPECIAL PROVISIONS.

B. STRIPING, PAVEMENT MARKINGS, AND LEGENDS SHALL CONFORM TO THE 2022 CALTRANS STANDARDS PLANS A20A–E, A24A–F, LATEST EDITION, AND APPLICABLE REVISIONS.

C. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED WITH THERMOPLASTIC, UNLESS OTHERWISE NOTED.

D. ALL SIGN PANELS AND POSTS SHALL REMAIN IN PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.

E. ALL REVERSE TAPERS WILL BE 90' IN LENGTH UNLESS SHOWN OTHERWISE ON PLAN.

F. WET SANDBLAST CONFLICTING EXISTING STRIPING WITHIN INTERSECTION DEFINED BY CROSSWALK AND/OR LIMIT LINES. REMOVE PAVEMENT MARKERS AS REQUIRED.

G. INSTALL TWO–WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT LOCATION PER THE 2014 CAMUTCD, REVISION 8, FIG. 3B–102.

H. ALL ARROWS SHALL BE TYPE IV (L OR R), UNLESS OTHERWISE NOTED.

I. ALL LANE STRIPING AT THE INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6–INCH SOLID WHITE LINE WITH RPM'S AT END POINTS.

J. REPAINT EXISTING NON–CONFLICTING STRIPING, MARKINGS AND RAISED PAVEMENT MARKINGS WITHIN 50' OF THE INTERSECTION (ALL APPROACHES).

K. ALL EXISTING RAISED PAVEMENT MARKERS (RPM's) SHALL BE REMOVED PRIOR TO BEGINNING OF SEALING OPERATION.

L. ALL SIGN PANELS AND POST REMOVED AND NOT RELOCATED OR REINSTALLED SHALL BE RETURNED TO THE CITY OF INDUSTRY UNLESS OTHERWISE DIRECTED BY PROJECT ENGINEER.

M. ALL SIGNS SHALL BE PER THE CAMUTCD, REVISION 7, WITH A MINIMUM CLEARANCE TO 7' FROM FINISHED SURFACE TO THE BOTTOM OF THE LOWEST SIGN PANEL, UNLESS OTHERWISE NOTED.

N. 2" PERFORATED POST SHALL BE QWIK–PUNCH OR APPROVED EQUAL.

O. EXISTING RED CURBS TO BE REPAINTED PER PLAN.

SIGNING CONSTRUCTION NOTES

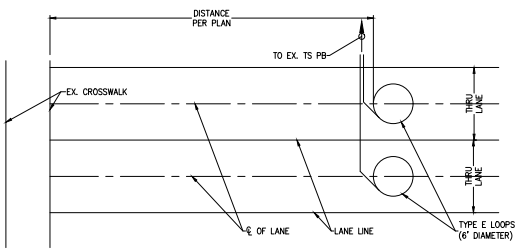
- SE — EXISTING SIGN PANEL(S) AND POST TO BE PROTECTED IN PLACE.
- S1 — REMOVE EXISTING SIGN PANEL AND POST COMPLETE
- S2 — FURNISH AND INSTALL 2–INCH PERFORATED POST PER LACDPW STD PLAN NO. 1920–1.
- S3 — FURNISH AND INSTALL NEW SIGN PANEL ONTO NEW POST.

LOOP REPLACEMENT NOTES

- L1 — INSTALL TRAFFIC SIGNAL LOOP DETECTORS PER DETAIL 'A'. CONTRACTOR TO SPLICE IN NOTED PULL BOX.

STRIPING CONSTRUCTION NOTES

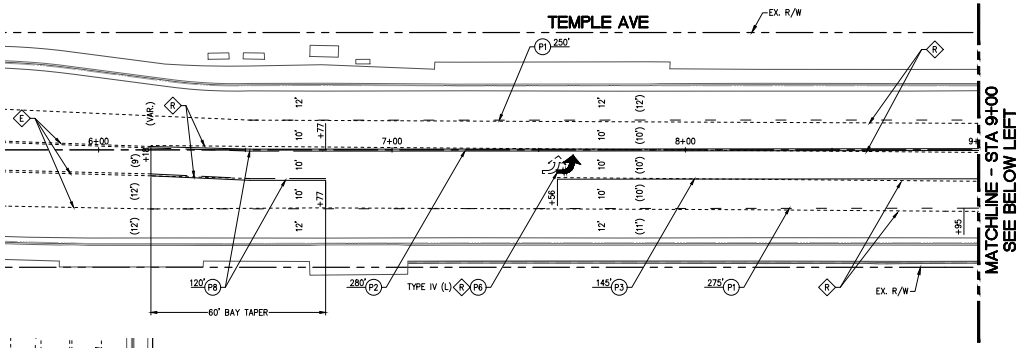
- E — EXISTING STRIPING AND PAVEMENT MARKING TO BE PROTECTED IN PLACE.
- R — EXISTING CONFLICTING STRIPING AND PAVEMENT MARKINGS TO BE REMOVED BY WET SANDBLASTING OR CITY ENGINEER APPROVED METHOD.
- RC — REMOVE MINIMUM 80% CURB PAINT PER PROJECT SPECIFICATION.
- P1 — INSTALL 6–INCH SKIP WHITE LANE LINE PER CALTRANS STD PLAN RSP A20A, DETAIL 9.
- P2 — INSTALL 6–INCH DOUBLE YELLOW LINE PER CALTRANS STD PLAN RSP A20A, DETAIL 22.
- P3 — INSTALL 8–INCH SOLID CHANNELIZING LINE PER CALTRANS STD PLAN RSP A20D, DETAIL 38.
- P4 — INSTALL 12–INCH WHITE CROSSWALK (BASIC) PER CALTRANS STD PLAN A24F. WIDTH PER PLAN.
- P5 — INSTALL 24–INCH WHITE LIMIT LINE PER CALTRANS STD PLAN A24B.
- P6 — INSTALL WHITE PAVEMENT ARROW PER CALTRANS STD PLAN A24A.
- P7 — INSTALL WHITE PAVEMENT LEGEND/SYMBOL PER CALTRANS STD PLAN A24B AND A24D.
- P8 — INSTALL 6–INCH 2–WAY LEFT TURN LINE PER CALTRANS STD PLAN A20B DETAIL 32.
- P9 — PAINT CURB "RED", LENGTH PER PLAN.

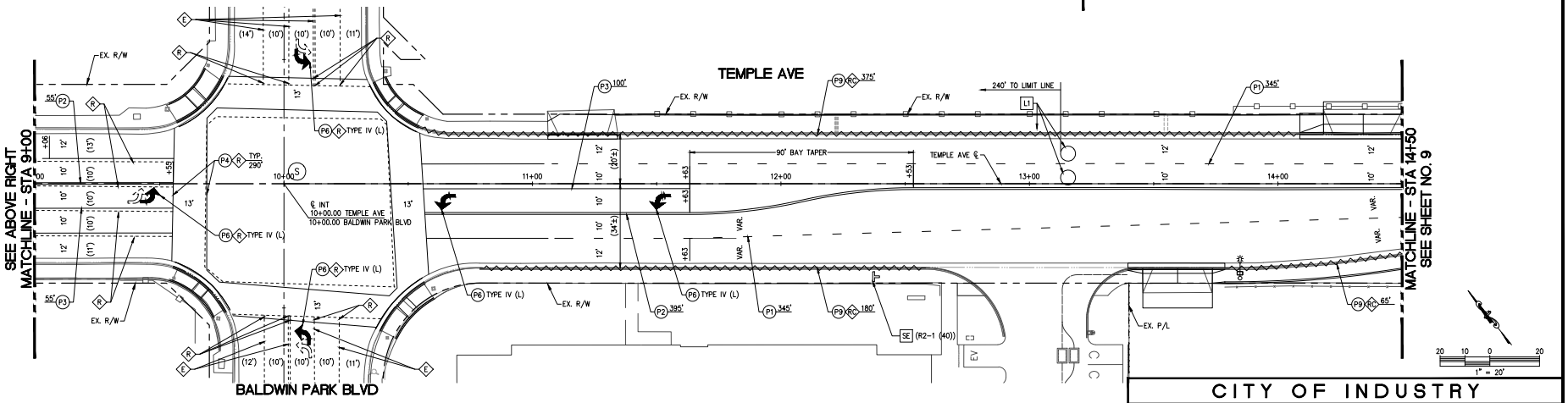


DETAIL 'A' – ADVANCED LOOP DETECTOR LAYOUT

LEGEND

- EXISTING SIGN ON POST OR OBJECT MARKER.
- SIGN (2" SQUARE PERFORATED POST).
- SIGN MOUNTED ON SIGNAL OR STREET LIGHT POLE.
- EXISTING SIGN ON SIGNAL OR STREET LIGHT POLE.
- EXISTING PAVEMENT MARKING–ARROW.
- NEW PAVEMENT MARKING–ARROW.
- NEW RED CURB PAINT.
- EXISTING CURB AND GUTTER.
- EXISTING STRIPING OR MARKINGS.
- PROPOSED STRIPING OR MARKINGS.
- (S) SIGNALIZED INTERSECTION.





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BENCH MARK
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B.C. MON. IN E. CB. OF BALDWIN PARK BLVD.
±22' S. OF ℄ PROD. OF LOUDEN LANE.

NO.	DATE	REVISIONS	CK. BY

CITY OF INDUSTRY
INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211

Prepared by:
CNC ENGINEERING
255 N Hacienda Blvd | Ste 222
City of Industry | CA | 91744
P | 626.333.0336
www.cnc-eng.com

REGISTERED PROFESSIONAL ENGINEER — JAMES ROBERT CRAMSIE — C 059785 — CIVIL — STATE OF CALIFORNIA
JAMES R. CRAMSIE, P.E. 059785 DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

SIGNING AND STRIPING IMPROVEMENT PLAN TEMPLE AVENUE

STA 6+00 TO 14+50.

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20–12	SHEET 9 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY–1527	

CONTRACT DRAWING OF XX

CONTRACT NO. CITY–1527

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GENERAL SIGNING AND STRIPING NOTES

A. SIGNING INSTALLATIONS SHALL CONFORM TO THE 2014 CALIFORNIA MUTCD (CAMUTCD), REVISION 7, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), THE STANDARD PLANS AND SPECIFICATIONS, 2022 EDITION OF CALTRANS, AND THE PROJECT SPECIAL PROVISIONS.

B. STRIPING, PAVEMENT MARKINGS, AND LEGENDS SHALL CONFORM TO THE 2022 CALTRANS STANDARDS PLANS A20A–E, A24A–F, LATEST EDITION, AND APPLICABLE REVISIONS.

C. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED WITH THERMOPLASTIC, UNLESS OTHERWISE NOTED.

D. ALL SIGN PANELS AND POSTS SHALL REMAIN IN PLACE, UNLESS OTHERWISE NOTED ON THE PLANS.

E. ALL REVERSE TAPERS WILL BE 90' IN LENGTH UNLESS SHOWN OTHERWISE ON PLAN.

F. WET SANDBLAST CONFLICTING EXISTING STRIPING WITHIN INTERSECTION DEFINED BY CROSSWALK AND/OR LIMIT LINES. REMOVE PAVEMENT MARKERS AS REQUIRED.

G. INSTALL TWO–WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT LOCATION PER THE 2014 CAMUTCD, REVISION 8, FIG. 3B–102.

H. ALL ARROWS SHALL BE TYPE IV (L OR R), UNLESS OTHERWISE NOTED.

I. ALL LANE STRIPING AT THE INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6–INCH SOLID WHITE LINE WITH RPM'S AT END POINTS.

J. REPAINT EXISTING NON–CONFLICTING STRIPING, MARKINGS AND RAISED PAVEMENT MARKINGS WITHIN 50' OF THE INTERSECTION (ALL APPROACHES).

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M. ALL SIGNS SHALL BE PER THE CAMUTCD, REVISION 7, WITH A MINIMUM CLEARANCE TO 7' FROM FINISHED SURFACE TO THE BOTTOM OF THE LOWEST SIGN PANEL, UNLESS OTHERWISE NOTED.

N. 2" PERFORATED POST SHALL BE QWIK–PUNCH OR APPROVED EQUAL.

O. EXISTING RED CURBS TO BE REPAINTED PER PLAN.

SIGNING CONSTRUCTION NOTES

SE — EXISTING SIGN PANEL(S) AND POST TO BE PROTECTED IN PLACE.

S1 — REMOVE EXISTING SIGN PANEL AND POST COMPLETE

S2 — FURNISH AND INSTALL 2–INCH PERFORATED POST PER LACDPW STD PLAN NO. 1920–1.

S3 — FURNISH AND INSTALL NEW SIGN PANEL ONTO NEW POST.

STRIPING CONSTRUCTION NOTES

E — EXISTING STRIPING AND PAVEMENT MARKING TO BE PROTECTED IN PLACE.

R — EXISTING CONFLICTING STRIPING AND PAVEMENT MARKINGS TO BE REMOVED BY WET SANDBLASTING OR CITY ENGINEER APPROVED METHOD.

RC — REMOVE MINIMUM 80% CURB PAINT PER PROJECT SPECIFICATION.

P1 — INSTALL 6–INCH SKIP WHITE LANE LINE PER CALTRANS STD PLAN RSP A20A, DETAIL 9.

P2 — INSTALL 6–INCH DOUBLE YELLOW LINE PER CALTRANS STD PLAN RSP A20A, DETAIL 22.

P3 — INSTALL 8–INCH SOLID CHANNELIZING LINE PER CALTRANS STD PLAN RSP A20D, DETAIL 38.

P4 — INSTALL 12–INCH WHITE CROSSWALK (BASIC) PER CALTRANS STD PLAN A24F. WIDTH PER PLAN.

P5 — INSTALL 24–INCH WHITE LIMIT LINE PER CALTRANS STD PLAN A24B.

P6 — INSTALL WHITE PAVEMENT ARROW PER CALTRANS STD PLAN A24A.

P7 — INSTALL WHITE PAVEMENT LEGEND/SYMBOL PER CALTRANS STD PLAN A24B AND A24D.

P8 — INSTALL 6–INCH 2–WAY LEFT TURN LINE PER CALTRANS STD PLAN A20B DETAIL 32.

P9 — PAINT CURB "RED", LENGTH PER PLAN.

LEGEND

- EXISTING SIGN ON POST OR OBJECT MARKER.
- SIGN (2" SQUARE PERFORATED POST).
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- EXISTING SIGN ON SIGNAL OR STREET LIGHT POLE.
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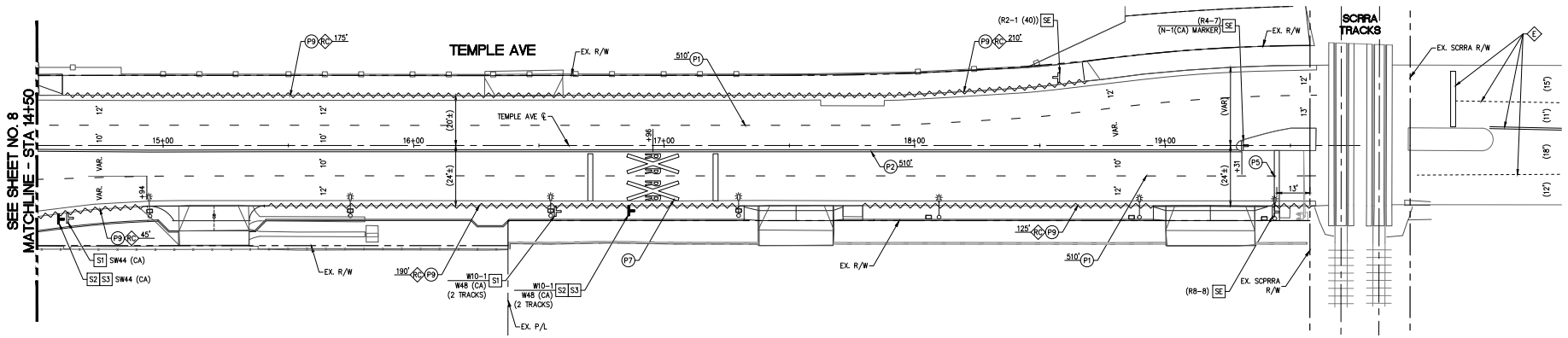

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BENCH MARK

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B.C. MON. IN E. CB. OF BALDWIN PARK BLVD. ±22' S. OF ℄ PROD. OF LOUDEN LANE.

NO.	DATE	REVISIONS	CK. BY

CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211

Prepared by:

CNC ENGINEERING
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REGISTERED PROFESSIONAL ENGINEER — JAMES ROBERT CRAMSIE — C 059785 — CIVIL — STATE OF CALIFORNIA

JAMES R. CRAMSIE, P.E. 059785 — DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 — CONTRACT DEPUTY CITY ENGINEER — DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

SIGNING AND STRIPING IMPROVEMENT PLAN TEMPLE AVENUE

STA 14+50 TO SCRRA TRACKS

DESIGNED BY:	E.S./I.S.	CHECKED BY:	J.C.	JOB NO.	MP 20–12
DRAFTED BY:	E.S./I.S.	DATE:	NOVEMBER 2025	CONTRACT NO.	CITY–1527

SHEET 10 OF 12

CONTRACT NO. CITY–1527

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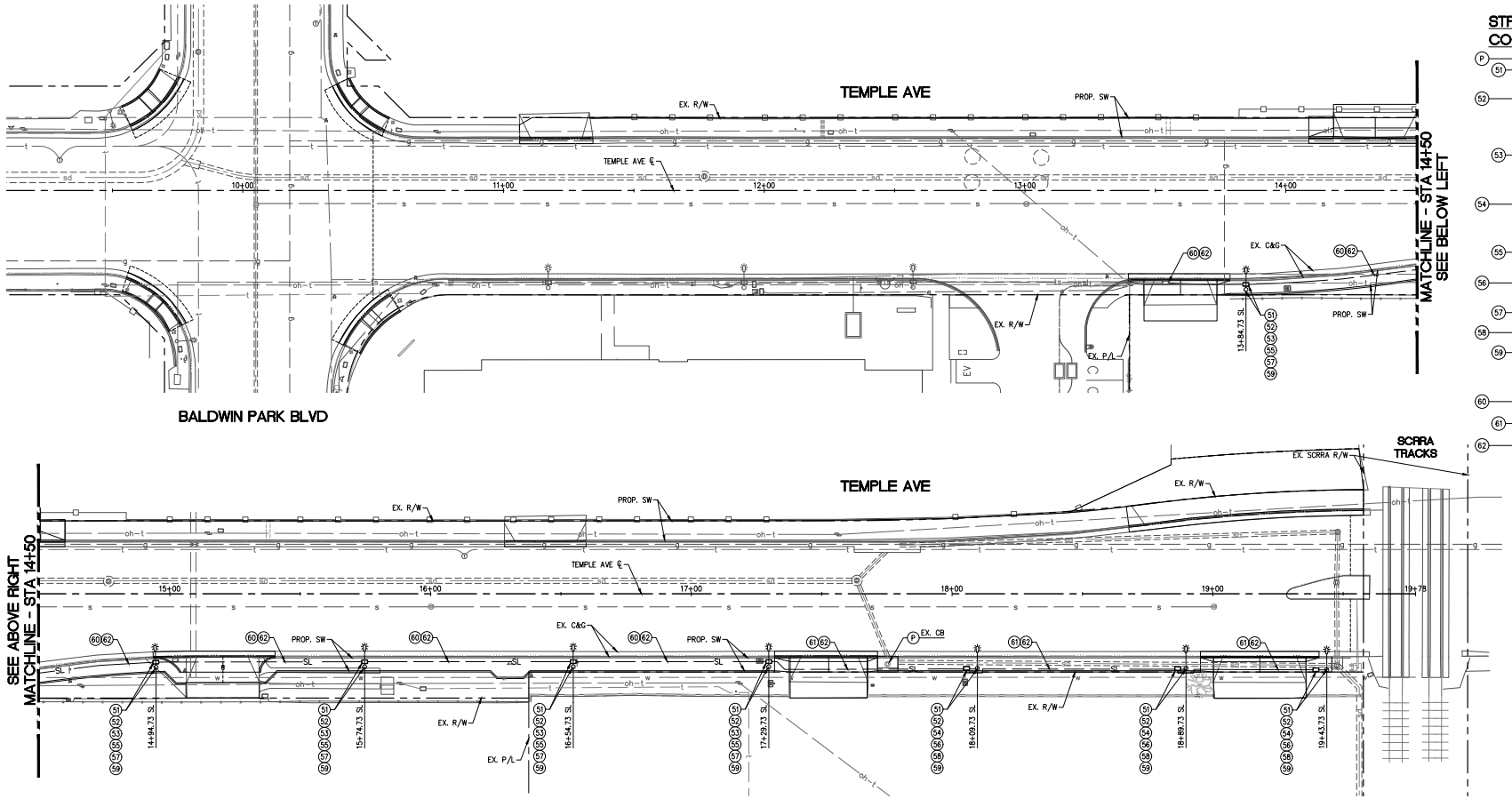

STREET LIGHTING CONSTRUCTION NOTES

- (P) PROTECT IN PLACE, DESCRIPTION PER PLAN.
- (51) FURNISH AND INSTALL AMERON CONCRETE POLE, MODEL 1C12B OR APPROVED EQUAL WITH 12 FEET LUMINAIRE MAST ARM PER DETAIL NO. 1 ON SHEET 12.
- (52) FURNISH AND INSTALL LED TYPE-III 4000K 162-WATT 120 VOLT COOPER LIGHTING #ARCH-L-PA3-160-740-U-T3-AP-10MSP-PR7-10X OR APPROVED EQUAL WITH RMS NODE FROM UBICQUIA CAT NO. UBC-30-0-01-NA-01-1-GY (NODES WILL BE PROVIDED BY CITY) OR APPROVED EQUAL.
- (53) FURNISH AND INSTALL NO. 5 PULL BOX JENSEN CAT. NO. CYN20 FOR THE BOX OR APPROVED EQUAL AND JENSEN CAT. NO. CYN16-61J OR APPROVED EQUAL FOR COVER WITH "COI ST LIGHT" PER CALTRANS STD PLAN NO. RSP ES-8A AND PER DETAIL NO. 2 ON SHEET 12.
- (54) FURNISH AND INSTALL NO. 5 PULL BOX JENSEN CAT. NO. CYN20 FOR THE BOX OR APPROVED EQUAL AND JENSEN CAT. NO. CYN16-61J OR APPROVED EQUAL FOR COVER WITH "COI ST LIGHT" PER CALTRANS STD PLAN NO. RSP ES-8A AND PER DETAIL NO. 3 ON SHEET 12.
- (55) FURNISH AND INSTALL 1" PVC SCH 40 CONDUIT WITH MINIMUM 30" COVER BETWEEN EACH PULLBOX AND STREET LIGHT POLE PER DETAIL 2 ON SHEET 12.
- (56) FURNISH AND INSTALL 1" PVC SCH 40 CONDUIT WITH MINIMUM 30" COVER BETWEEN EACH PULLBOX AND STREET LIGHT POLE PER DETAIL 3 ON SHEET 12.
- (57) FURNISH AND INSTALL 2-#6 AL XHHW PER DETAIL 2 ON SHEET 12.
- (58) FURNISH AND INSTALL 2-#6 AL XHHW PER DETAIL 3 ON SHEET 12.
- (59) FURNISH AND INSTALL 10-AMP IN-LINE FUSE IN FUSE HOLDER BUSSMAN KTK-10 LIMITRON AND BURNDY INSULATED AL SERVICE ENTRANCE COMPRESSION CONNECTOR CAT NO. ES4W4W ON NEUTRAL WIRE WITHIN STREETLIGHT POLE'S HANDHOLE PER DETAIL 4 ON SHEET 12.
- (60) FURNISH AND INSTALL 3" PVC SCH 40 CONDUIT WITH MINIMUM 30" COVER PER DETAIL 2 ON SHEET 12.
- (61) FURNISH AND INSTALL 3" PVC SCH 40 CONDUIT WITH MINIMUM 30" COVER PER DETAIL 3 ON SHEET 12.
- (62) FURNISH AND INSTALL 2-1/0 STANDARD AL XHHW AND 1-#2 STRANDED AL XHHW WIRE IN 3" CONDUIT BETWEEN PULLBOXES WITH 4-WAY SECONDARY BARS (3 CONNECTORS PER PB) UTILCO PED4-350SSP OR APPROVED EQUAL PER DETAIL 4 ON SHEET 12.

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CITY OF INDUSTRY
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Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211

Prepared by:
REGISTERED PROFESSIONAL ENGINEER DEV D. BILRA E 11608 ELECTRICAL STATE OF CALIFORNIA
CNC ENGINEERING
255 N Hacienda Blvd | Ste 222
City of Industry | CA | 91744
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DEV D. BILRA, P.E. 11608 DATE

CITY OF INDUSTRY
APPROVED BY:
CLEMENT N. CALVILLO, PE, RCE 27743 CONTRACT DEPUTY CITY ENGINEER DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

STREET LIGHTING PLAN

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 11 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

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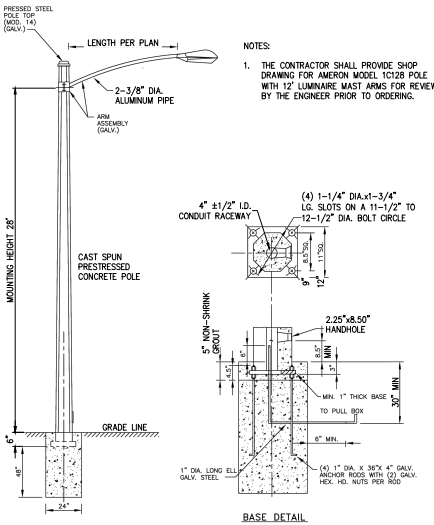
GENERAL NOTES FOR STREET LIGHTING PLAN

1. STREET LIGHT PLANS LAYOUT EXPIRES TWO YEARS AFTER THE LATEST DATE OF APPROVAL.
2. THE LOCATION OF A STREET LIGHT POLE MAY BE ADJUSTED UP TO 10 FEET, TO AVOID AN OBSTRUCTION SUCH AS A CATCH BASIN, DRIVEWAY, ETC. ANY DEVIATION EXCEEDING 10 FEET MUST HAVE THE APPROVAL BY CITY ENGINEER.
3. A REVISED STREET LIGHT PLAN SHALL BE SUBMITTED FOR ANY CHANGES IN THE MAP, SUCH AS STREET ALIGNMENT, LOT OR PARCEL SIZES, BOUNDARIES, ETC.
4. ALL STREET LIGHT WIRING SHALL BE UNDERGROUND.
5. CITY OPERATES AND MAINTAINS STREET LIGHT SYSTEM ON PUBLIC RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
6. ALL STREET LIGHT SYSTEM SHALL BE ENERGIZED PRIOR TO THE CITY'S ACCEPTANCE.
7. STREET LIGHT POLES SHALL BE A MINIMUM OF FIVE (5) FEET FROM A FIRE HYDRANT.
8. STREET LIGHT POLES SHALL BE A MINIMUM OF FIVE (5) FEET FROM TOP OF SLOPE A DRIVEWAY.
9. THE STREET LIGHT POLES SHALL BE AMERON TYPE 1C1 SERIES WITH ANTI-GRAFFITI COATING OR APPROVED EQUAL.
10. THE HEIGHT OF POLE AND LENGTH OF MAST ARM SHALL BE DETERMINED BY THE CITY ENGINEER.
11. THE POLES SHALL BE PLUMB AND VERTICAL. MASTARMS SHALL BE INSTALLED PROJECTING IN A DIRECTION PERPENDICULAR TO THE CENTERLINE OF THE STREET OR TOWARDS THE CENTER OF THE CUL-DE-SAC. THE LUMINAIRE SHALL BE LEVELED WITH THE MASTARM AND SHALL BE PARALLEL TO THE STREET GRADE.
12. THE STREET LIGHTING CONDUIT BETWEEN PULL BOXES SHALL BE 3-INCH PVC SCH 40 EXCEPT WITHIN THE ROADWAY.
13. THE STREET LIGHTING CONDUIT BETWEEN PULL BOX AND STREET LIGHT POLE FOUNDATION SHALL BE 1" PVC SCH 40 CONDUIT.
14. THE PROJECTING CONDUIT FROM THE STREET LIGHT STANDARD FOUNDATION SHALL BE CAPPED TO PREVENT DEBRIS FROM ENTERING CONDUIT DURING CONSTRUCTION.
15. STREET LIGHT CONDUIT FROM POWER SOURCE TO SERVICE POINT SHALL BE COMPLETED BY THE CONTRACTOR.
16. LUMINAIRES SHALL BE LIGHT EMITTING DIODE (LED), LUMINAIRE SIZE WILL BE DETERMINED BY THE CITY ENGINEER AND EQUIPPED WITH WIRELESS REMOTE MONITORING SYSTEM CONTROLLER UBICQUIA CAT NO. UBC-30-O-01-NA-01-YGY (NODE), CITY WILL PROVIDE THE NODE.
17. THE STREET LIGHT CONDUCTORS BETWEEN PULL BOXES SHALL BE TWO 1/0 STRANDED AL AND ONE #2 STRANDED AL 600-VOLT XHHW, UNLESS SPECIFIED DIFFERENTLY.
18. THE STREET LIGHT CONDUCTORS BETWEEN PULL BOX AND STREET LIGHT POLE FOUNDATION AND CONTINUING ALL THE WAY TO LUMINAIRES SHALL BE TWO #6 STRANDED AL 600-VOLT XHHW WITH 10-AMP IN-LINE FUSE IN FUSE HOLDER AT HANDHOLE OF STREET LIGHT POLE UNLESS SPECIFIED DIFFERENTLY.
19. STREET LIGHT CONDUCTORS BETWEEN POWER SOURCE AND SERVICE POINT SHALL BE INSTALLED BY SCE OR IPU. STREET LIGHT CONDUCTORS BEYOND THE SERVICE POINT SHALL BE INSTALLED BY THE CONTRACTOR.
20. CONDUCTORS SHALL BE SPLICED BY USE OF C-SHAPED COMPRESSION CONNECTOR OR THE PROPER SIZE OF SPLIT BOLT CONNECTORS.
21. CONDUIT WITHIN THE STREET TO BE 3-INCH PVC SCH 40 MINIMUM 36" DEEP OF COVER WITH 2-SACK ENCASEMENT OR 3-INCH PVC SCH 80 MINIMUM 48-INCH DEEP OF COVER, BASED ON FIELD CONDITIONS TO BE DETERMINED BY CITY ENGINEER. CONDUITS SHALL BE 3' FROM THE FACE OF CURB IF THERE ARE NO CONFLICT WITH ANY OTHER UTILITIES.
22. PULL BOXES BEHIND EACH STREET LIGHT TO BE CALTRANS TRAFFIC RATED NO. 5 JENSEN CAT. NO. CYN20 OR APPROVED EQUAL FOR BOX AND JENSEN CAT. NO. CYN16-61J OR APPROVED EQUAL FOR COVER UNLESS SPECIFIED DIFFERENTLY.
23. PULL BOXES SPECIFIED WITH NO. 6 PULLBOX ON THE PLAN SHALL BE CALTRANS TRAFFIC RATED NO.6 JENSEN CAT. NO. HT1730-B (BOX) AND JENSEN CAT. NO. HT1730-L11-01 (COVER) OR APPROVED EQUAL.
24. CONTRACTOR TO POTHOLE LOCATIONS OF THE POLE FOUNDATIONS, THE PULL BOX AND CONDUIT RUNS BEFORE INSTALLATION TO CHECK FOR UTILITY CONFLICTS WITH AND NEAR ANY EXISTING UTILITY INFRASTRUCTURE OR AT ALL UTILITY CROSSINGS.
25. UTILITY EASEMENTS MAY BE REQUIRED.
26. THE CONCRETE MIX FOR THE STREET LIGHT POLE FOUNDATION SHALL BE 560-C-3250 AND THE CAPPING SHALL BE 520-C-2500 PER THE LATEST GREENBOOK AND PROJECT SPECIFICATIONS.

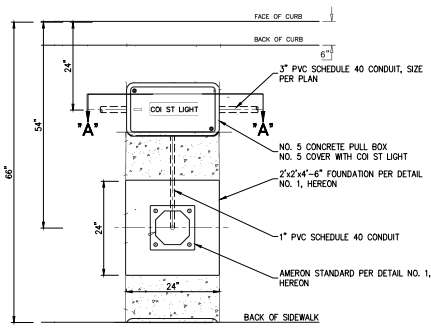


NOTES:

1. THE CONTRACTOR SHALL PROVIDE SHOP DRAWING FOR AMERON MODEL 1C128 POLE WITH 12' LUMINAIRE MAST ARMS FOR REVIEW BY THE ENGINEER PRIOR TO ORDERING.

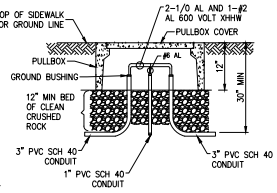
BASE DETAIL

DETAIL 1: AMERON STANDARD DETAILS
SCALE: N.T.S.



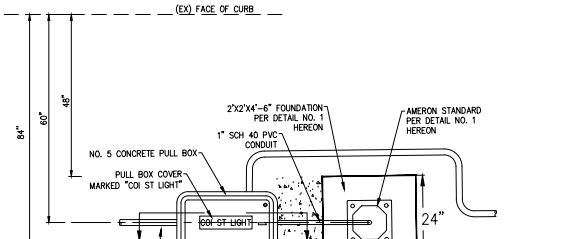
NOTES:

1. PULL BOXES SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE STREET LIGHT PLANS OR AS OTHERWISE SPECIFIED.
2. PULL BOXES SHALL BE PRECAST REINFORCED CONCRETE NO. 5 PER CALTRANS STD PLAN RSP ES-8A OR APPROVED EQUAL.
3. WIRING SHALL NOT BE PULLED INTO CONDUIT UNTIL PULL BOXES ARE CAPPED.
4. REFER TO TYPICAL POLE MOUNTING DETAIL SHOWN HEREON.



SECTION "A-A"

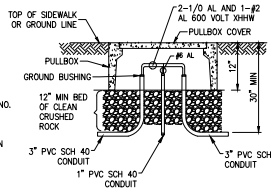
DETAIL 2: ST. LIGHT PULLBOX INSTALLATION DETAILS
SCALE: N.T.S.



PLAN VIEW

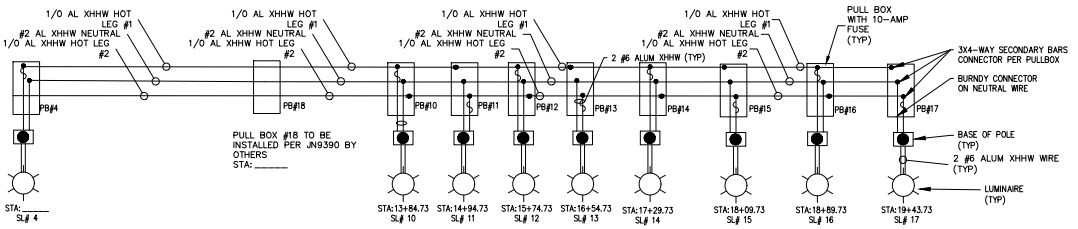
NOTES:

1. PULL BOXES SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE STREET LIGHT PLANS OR AS OTHERWISE SPECIFIED.
2. PULL BOXES SHALL BE NO. 5 JENSEN CAT. NO. CYN20 OR APPROVED EQUAL PER CALTRANS STD PLAN RSP ES-8A.
3. COVER FOR THE PULL BOX SHALL BE JENSEN CAT. NO. CYN16-61J OR APPROVED EQUAL WITH "COI ST LIGHT" MARKED ON PER CALTRANS STD PLAN RSP ES-8A



SECTION "B-B"

DETAIL 3: ST. LIGHT PULLBOX INSTALLATION DETAILS (LAST THREE LIGHTS)
SCALE: N.T.S.



SL# 4 TO BE INSTALLED PER JN9.390 BY OTHERS

DETAIL 4: WIRING DIAGRAM
SCALE: N.T.S.

NO.	DATE	REVISIONS	CK. BY

CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
P.O. Box 3366, City of Industry, California 91744
Administrative Offices: 15625 Mayor Dave Way
(626) 333-2211

Prepared by:
CNC ENGINEERING
255 N Hacienda Blvd | Ste 222
City of Industry | CA | 91744
P | 626.333.0336
www.cnc-eng.com

DEV D. BILRA, P.E. 11608 — DATE

CITY OF INDUSTRY

APPROVED BY:

CLEMENT N. CALVILLO, PE, RCE 27743 — CONTRACT DEPUTY CITY ENGINEER — DATE

TEMPLE AVENUE RECONSTRUCTION FROM BALDWIN PARK BOULEVARD TO RAILROAD CROSSING

STREET LIGHTING DETAILS AND DIAGRAM

DESIGNED BY: E.S./I.S.	CHECKED BY: J.C.	JOB NO. MP 20-12	SHEET 12 OF 12
DRAFTED BY: E.S./I.S.	DATE: NOVEMBER 2025	CONTRACT NO. CITY-1527	

CONTRACT NO. CITY-1527

K:\Wissaro\2012 Temple Sidewalk East of Baldwin Pk Blvd\Drawings\Sheets\2012-CES02.dwg
11/25/2025 3:07 PM

ITEM NO. 6.12

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: December 11, 2025

SUBJECT: Consideration of an Amendment to the Agreement with MidAmerica Administrative and Retirement Solutions Health Reimbursement Arrangement, to maintain $5,000 in the replenishment account for each eligible employee or retiree

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Background:

In July 2016, as a benefit to recruit and retain employees, the City established a Health Reimbursement Arrangement Trust (HRA) contract with MidAmerica to administer reimbursements for eligible medical, dental and vision out-of-pocket expenses. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), which is a U.S. federal law that sets national standards for protecting sensitive patient health information, requires that medical related information (such as receipts for treatment, prescriptions, etc.) are to be reviewed only by those who are certified by HIPAA. To ensure compliance and to provide customer service and support for active and retired employees, the City contracted with MidAmerica to administer the program.

Those covered by this benefit currently have $4,000 deposited into a reimbursement account at the beginning of each calendar year, with a minimum balance of $1,000 maintained weekly in a replenishment account. These funds can only be used for reimbursement of eligible expenses, and any unused funds continue to accumulate each year for future use. Funds deposited into the account earn a guaranteed 1.75% interest for the current year when left to accumulate and compound year over year.

If an employee or retiree incurs more than $4,000 per calendar year of eligible expenses and more than any deposited funds, then the City deposits additional funds upon request. Employees and retirees who did not use the entire $4,000 may carry any remaining balance over into the following year and combine it with an additional $4,000 deposited into their HRA account on January 1st of each year. This has caused some accounts to continue to grow with minimal usage.

Discussion:

At present, there are 60 active MidAmerica members. Analysis of the program by staff indicates that 47% of members require additional funds deposited each year and 53% accumulate more funds than they use each year. For those 47% needing additional funds, the process requires the employee to request funds, obtain approval from the City, authorization and transmittal of funds, then receipt of funds by MidAmerica before becoming available for use. To expedite availability of funds, utilize staff time more efficiently, and reduce the amount of idle funds, staff recommends amending the agreement with MidAmerica to simply maintain a constant minimum balance of $5,000 at all times for all active members. However, there will not be an automatic deposit made each January like is currently occurring. That constant minimum balance will be automatically replenished, negating the need for staff monitoring or member requests for additional funds. Since $5,000 is the maximum charge allowed on any day by MidAmerica, additional funds will not be necessary and will not provide additional benefit. If major medical expenses are required on a single day, a request can be submitted for additional funds. In these rare cases, the employee or retiree would need to pay the amount over $5,000 and then request reimbursement. Reimbursements can be more than $5,000 per day. For those employees that have a higher balance in their accounts, funds will remain for their eligible use. If this amendment is approved by the City Council, there will be no loss in benefit to any eligible recipients. All eligible expenses will continue to be fully paid by the City through MidAmerica, in the same amounts and in the same process. This change only affects the administration of the account. If approved, a memorandum will be transmitted to all employees and retirees informing them of the change.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Approve the amended MidAmerica agreement.

Exhibits:

1. MidAmerica Adoption Agreement

Health Reimbursement Arrangement for Active Employees

ADOPTION AGREEMENT

for

City of Industry

Employer Address: 15625 Mayor Dave Way

City of Industry, CA 91744

Employer Telephone Number: 626-333-2211

Employer Identification Number: 95-6006023

♦ ♦ ♦ ♦ ♦

The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Integrated Employees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is July 1, 2016. The Plan's Restated Effective Date is January 1, 2026. The Plan is available to Employees of the Employer effective July 1, 2016.

Plan Year. The Plan Year ends on December 31.

Eligible Classes. The class or classes of Employees covered by this Plan are: *(See attached Class Specifications.)*

Class ActA: Active Employees - Annual Base Contribution - Frozen effective 1/1/2026 Class ActB: Active Employees - Replenishments

Class ActC: _____ Class ActD: _____

Class ActE: _____ Class ActF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

Business Office Personnel HR Department Personnel _____ _____

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20____.

Name of Employer: City of Industry

Signature: _____

Print Name: Joshua Nelson Bing Hyun

Title: City Manager Assistant City Manager

Employer CONTACT (print): Marisol Hernandez

Title: Human Resources Analyst III

E-Mail: mhernandez@cityofindustry.org

Telephone: (626) 333-2211 Ext. _____

Fax: _____

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- Employees are not permitted to make any election or choice between cash, the HRA, and/or any other tax deferred program.
- The allocation to the HRA will be expressed in a percent of compensation or dollar amount.
- The Employer has discretion in determining classes of Employees eligible to participate in the HRA. Once determined, Employees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Employees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Employees only.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.
- The Employer acknowledges that every Participant must be enrolled in a group health plan, as described in the Declaration of Coverage Under Another Group Health Plan Form, and it is the Employer's responsibility to ensure that all Participants complete and sign the Form.

Effective Date July 1, 2016 Employer Initials_____

Eligible Class ActA: Active Employees - Annual Base Contribution - Frozen effective 1/1/2026

Defined as: Eligible active employees that are integrated with a group health plan; $4000 annual contribution

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

☒ Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

☒ Dollar Amount ☐ Percentage of Compensation

Contribution Frequency

☐ One Time ☒ Annually ☐ Quarterly
☐ Semi-Annually ☐ Monthly ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

☐ 100% Immediate
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
☐ 100% upon Separation of Service
☒ Other Immediate access to funds while actively employed; 100% vested once the years of service requirement is met with the City for post-retirement benefits
☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

☒ Reduce future Employer contributions
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
☐ Limited Purpose_____
☐ Post Deductible
☐ Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer.

$8.00 per participant per month (includes debit card fee); $75.00 minimum

Distribution Fees: Not Applicable

Reimbursement Eligibility: A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

☒ Immediate
☐ Upon becoming 100% vested

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only ☐ Variable annuities – Default_____ Forfeiture Default_____
☐ Employer directed
☐ Participant directed; restrictions are:
☐ None
☐ 100% vested
☐ At Retirement
☐ Account balance in excess of $_____
☐ Other_____
☐ Funds limited (see attachment)

Effective Date July 1, 2016 Employer Initials_____

Eligible Class ActB: Active Employees - Replenishments

Defined as: Eligible active employees that are integrated with a group health plan will receive $5,000, replenished weekly

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- [x] Active

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- [x] Dollar Amount
- [ ] Percentage of Compensation

Contribution Frequency

- [ ] One Time
- [ ] Semi-Annually
- [ ] Annually
- [ ] Monthly
- [ ] Quarterly
- [x] Other Weekly (as needed)

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- [ ] 100% Immediate
- [ ] 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- [ ] 100% upon Separation of Service
- [x] Other Immediate access to funds while actively employed. If participant meets years of service requirement with the City for post-retirement benefits, funds will be added to Retiree class B
- [ ] 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- [x] Reduce future Employer contributions
- [ ] Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- [x] All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- [ ] Limited Purpose_____
- [ ] Post Deductible
- [ ] Premium Only Medical Expenses (Highly Compensated Individuals may receive only premium reimbursements.)

HRA/FSA Ordering

- [ ] The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- [x] The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- [ ] The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer.

$8.00 per participant per month (includes debit card fee); $75.00 minimum

Distribution Fees: Not Applicable

Reimbursement Eligibility: A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- [x] Immediate
- [ ] Upon becoming 100% vested

Investment Selection **Investment Provider:** Non-Interest Holding Account

Type of Investment:

- [ ] Fixed annuity only
- [ ] Variable annuities – Default_____ Forfeiture Default_____
  - [ ] Employer directed
  - [ ] Participant directed; restrictions are:
    - [ ] None
    - [ ] 100% vested
    - [ ] At Retirement
    - [ ] Account balance in excess of $_____
    - [ ] Other_____
    - [ ] Funds limited (see attachment)

Effective Date January 1, 2021 Employer Initials_____

Health Reimbursement Arrangement for Retirees

ADOPTION AGREEMENT

for

City of Industry

Employer Address: 15625 Mayor Dave Way

City of Industry, CA 91744

Employer Telephone Number: 626-333-2211

Employer Identification Number: 95-6006023

♦ ♦ ♦ ♦ ♦

The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

Effective Date. The Plan's Original Effective Date is July 1, 2016. The Plan's Restated Effective Date is January 1, 2026. The Plan is available to Retirees of the Employer effective July 1, 2016.

Plan Year. The Plan Year ends on _____.

Eligible Classes. The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: Eligible Retirees - Annual Base Contribution - Frozen effective 1/1/2026
Class RetB: Eligible Retirees - Replenishment
Class RetC: Integrated HRA Rollover
Class RetD: Eligible Retirees - Passthrough Premiums
Class RetE: _____
Class RetF: _____

Designation of Plan Administrator. The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

Designation of Individuals to Have Access to Protected Health Information ("PHI"). The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

Business Office Personnel; HR Department Personnel; _____; _____

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this _____ day of _____, 20____.

Name of Employer: City of Industry

Signature: _____

Print Name: Joshua Nelson Bing Hyun

Title: City Manager Assistant City Manager

Employer CONTACT (print): Marisol Hernandez

Title: Human Resources Analyst III

E-Mail: mhernandez@cityofindustry.org

Telephone: (626) 333-2211 Ext. _____

Fax: _____

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

Employer Representations

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

Effective Date July 1, 2016 Employer Initials_____

Eligible Class RetA: Eligible Retirees - Annual Base Contribution - Frozen effective 1/1/2026

Defined as: $4,000 annual contribution

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree
- ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount
- ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time
- ☒ Annually
- ☐ Quarterly
- ☐ Semi-Annually
- ☐ Monthly
- ☐ Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
- ☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- ☐ 100% upon Separation of Service
- ☐ Other _____
- ☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
- ☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- ☐ Limited Purpose _____
- ☐ Post Deductible
- ☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- ☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- ☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for former employees.

$8.00 per participant per month (includes debit card); $75 minimum

Distribution Fees: Not Applicable.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☐ Immediate
- ☐ Upon becoming 100% vested
- ☒ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment: ☒ Fixed annuity only ☐ Variable annuities – Default_____ Forfeiture Default_____

- ☐ Employer directed
- ☐ Participant directed; restrictions are:
  - ☐ None
  - ☐ 100% vested
  - ☐ At Retirement
  - ☐ Account balance in excess of $_____
  - ☐ Other _____
  - ☐ Funds limited (see attachment)

Effective Date July 1, 2016 Employer Initials_____

Eligible Class RetB: Eligible Retirees - Replenishment

Defined as: Eligible Retiree HRA participants will receive a $5,000 contribution, replenished weekly

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree
- ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount
- ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time
- ☐ Semi-Annually
- ☐ Annually
- ☐ Monthly
- ☐ Quarterly
- ☒ Other Weekly (as needed)

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate
- ☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- ☐ 100% upon Separation of Service
- ☒ Other For immediate use during plan year for current expenses.
- ☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
- ☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- ☐ Limited Purpose_____
- ☐ Post Deductible
- ☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- ☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- ☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for former employees.

$8.00 per participant per month (includes debit card); $75 minimum

Distribution Fees: Not Applicable.

Reimbursement Eligibility

- ☐ Immediate
- ☐ Upon becoming 100% vested
- ☒ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** Non-Interest Holding Account

Type of Investment:

- ☐ Fixed annuity only
- ☐ Variable annuities – Default_____ Forfeiture Default_____
  - ☐ Employer directed
  - ☐ Participant directed; restrictions are:
    - ☐ None
    - ☐ 100% vested
    - ☐ At Retirement
    - ☐ Account balance in excess of $_____
    - ☐ Other_____
    - ☐ Funds limited (see attachment)

Effective Date January 1, 2021 Employer Initials_____

Eligible Class RetC: Integrated HRA Rollover

Defined as: Vested balances from Active Class A moved into Retiree HRA plan for compliant participant use upon separation of service or retirement and meeting the Active Class A vesting schedule.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- ☒ Retiree
- ☐ Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☒ Dollar Amount
- ☐ Percentage of Compensation or Retirement Pay

Contribution Frequency

- ☐ One Time
- ☐ Semi-Annually
- ☐ Annually
- ☐ Monthly
- ☐ Quarterly
- ☒ Other Rollover of Integrated HRA funds for Separated Employees

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- ☒ 100% Immediate
- ☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- ☐ 100% upon Separation of Service
- ☐ Other_____
- ☐ 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☒ Reduce future Employer contributions
- ☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- ☒ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- ☐ Limited Purpose_____
- ☐ Post Deductible
- ☐ Premium Only Medical Expenses

HRA/FSA Ordering

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- ☒ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- ☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for former employees.

$8.00 per participant per month (includes debit card); $75.00 minimum

Distribution Fees: Not Applicable.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☐ Immediate
- ☐ Upon becoming 100% vested
- ☒ Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** American United Life Insurance Company

Type of Investment:

- ☒ Fixed annuity only
- ☐ Variable annuities – Default_____ Forfeiture Default_____
  - ☐ Employer directed
  - ☐ Participant directed; restrictions are:
    - ☐ None
    - ☐ 100% vested
    - ☐ At Retirement
    - ☐ Account balance in excess of $_____
    - ☐ Other_____
    - ☐ Funds limited (see attachment)

Effective Date January 1, 2017 Employer Initials_____

Eligible Class RetID: Eligible Retirees - Passthrough Premiums

Defined as: Premiums paid directly to retirees per monthly reporting provided by the city.

Employment Status Upon the initial contribution to the Plan, Participant employment status shall be:

- [x] Retiree
- [ ] Active with no access to benefit until retirement or separation of service

Contribution Types All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- [x] Dollar Amount
- [ ] Percentage of Compensation or Retirement Pay

Contribution Frequency

- [ ] One Time
- [ ] Annually
- [ ] Quarterly
- [ ] Semi-Annually
- [x] Monthly
- [ ] Other _____

Vesting Schedule Participants shall own their account balance in accordance with the following vesting schedule:

- [x] 100% Immediate
- [ ] 100% upon Retirement, meeting the Employer's eligible requirements for retirement
- [ ] 100% upon Separation of Service
- [ ] Other_____
- [ ] 100% upon death (can be selected in addition to "other" above)

Forfeitures Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- [x] Reduce future Employer contributions
- [ ] Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

Run-off Times Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.

Reimbursements Reimbursements shall be for:

- [ ] All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code
- [ ] Limited Purpose_____
- [ ] Post Deductible
- [x] Premium Only Medical Expenses

HRA/FSA Ordering

- [ ] The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.
- [x] The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.
- [ ] The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

Administration Fees: Administrative Fees are paid by the Employer for former employees.

$7.00 per participant per month; $75.00 minimum

Distribution Fees: Not Applicable.

Reimbursement Eligibility A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- [ ] Immediate
- [ ] Upon becoming 100% vested
- [x] Upon Retirement or Separation of Service

Investment Selection **Investment Provider:** Non-Interest Holding Account

Type of Investment:

- [ ] Fixed annuity only
- [ ] Variable annuities – Default_____ Forfeiture Default_____
  - [ ] Employer directed
  - [ ] Participant directed; restrictions are:
    - [ ] None
    - [ ] 100% vested
    - [ ] At Retirement
    - [ ] Account balance in excess of $_____
    - [ ] Other_____
    - [ ] Funds limited (see attachment)

Effective Date September 1, 2016 Employer Initials_____

ITEM NO. 6.13

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: December 11, 2025

SUBJECT: Consideration of an Agreement with the County of Los Angeles Fire Department for the Tonner Canyon South Vegetation Management Program

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Background:

On May 8, 2025, the City Council approved an Agreement with the Consolidated Fire Protection District of Los Angeles County (commonly known as the County of Los Angeles Fire Department) ("County") to permit the County and its contractors and agents to enter Tonner Canyon to reduce hazardous vegetation (fuels) on the property to reduce fire risk ("Project"). The Agreement was for the period of May 15, 2025, through June 30, 2025.

Discussion:

Due to the success of the Project and an availability of funding, the County has proposed a new 5-year Agreement, through July 1, 2030. No other changes have been made from the prior Agreement. Staff recommends approving the Agreement with the County.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Staff recommends that the City Council approve the Agreement.

Exhibits:

1. County of Los Angeles Fire Department Permit to Enter Tonner Canyon
2. County of Los Angeles Permit to Enter Tonner Canyon Expired June 30, 2025

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

BOARD OF SUPERVISORS
KATHRYN BARGER, CHAIR
FIFTH DISTRICT
HILDA L. SOLIS, FIRST DISTRICT
HOLLY J. MITCHELL, SECOND DISTRICT
LINDSEY P. HORVATH, THIRD DISTRICT
JANICE HAHN, FOURTH DISTRICT

PERMIT TO ENTER PROPERTY TO REDUCE HAZARDOUS FUELS (VEGETATION)

Parcel Number: 8714 - 026 - 271, 272, 273; 8714-028-270; 8714-029-270

Property Address: 19001 Tonner Canyon Road Unincorporated Diamond Bar, CA

Permission is hereby given to the Consolidated Fire Protection District of Los Angeles County (commonly known as the County of Los Angeles Fire Department) ("County") and its contractors and agents to enter the property identified above for the sole purpose of reducing the amount of hazardous vegetation (fuels) on the property to reduce fire risk. Work may be done by hand (crews), machine (saws, masticator) biological (goats) or prescribed fire (RX). Fuel reduction means will already have been established. This project will run from 7/1/2025 to 7/1/2030.

The sole purpose of this Permit is to allow the County Permittee, its agents and its sub-contractors to enter the premises to take actions to reduce hazard fuels (vegetation), on the property.

All contractors are licensed, bonded, insured and approved by the County of Los Angeles. For further information about this project please email fire-forestrypublicinfo@fire.lacounty.gov

County, and its contractors and agents are and shall at all times remain as to the City of Industry ("City") a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of County or any of County's officers, employees, or agents. County 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. County 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.

To the full extent permitted by law, County 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 the work by County or by any individual or agency for which County is legally liable, including but not limited to officers, agents, employees or subcontractors of County.

Without limiting County's indemnification of City, and prior to commencement of the work, County shall obtain, provide, and maintain, at its own expense during the period of the work, policies of insurance of the type and amounts required by the City.

City's signature: _____

Print Name: Joshua Nelson

Phone: (626) 333-2211 Email: jnelson@cityofindustry.org

Date: 11/12/2025

County's signature: _____

Print Name: Brad Weisshaupt

Phone: 213-703-8113 Email: brad.weisshaupt@fire.lacounty.gov

Date: 7/1/2025

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
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JANICE HAHN — FOURTH DISTRICT

PERMIT TO ENTER PROPERTY TO REDUCE HAZARDOUS FUELS (VEGETATION)

Parcel Number: 8714 - 026 - 271, 272, 273; 8714-028-270; 8714-029-270

Property Address: 19001 Tonner Canyon Road Unincorporated Diamond Bar, CA

Permission is hereby given to the Consolidated Fire Protection District of Los Angeles County (commonly known as the County of Los Angeles Fire Department) ("County") and its contractors and agents to enter the property identified above for the sole purpose of reducing the amount of hazardous vegetation (fuels) on the property to reduce fire risk. Work may be done by hand (crews), machine (saws, masticator) biological (goats) or prescribed fire (RX). Fuel reduction means will already have been established. This project will run from 5/15/2025 to 6/30/2025.

The sole purpose of this Permit is to allow the County Permittee, its agents and its sub-contractors to enter the premises to take actions to reduce hazard fuels (vegetation), on the property.

All contractors are licensed, bonded, insured and approved by the County of Los Angeles. For further information about this project please email fire-forestrypublicinfo@fire.lacounty.gov

County, and its contractors and agents are and shall at all times remain as to the City of Industry ("City") a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of County shall at all times be under County's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of County or any of County's officers, employees, or agents. County 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. County 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.

To the full extent permitted by law, County 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 the work by County or by any individual or agency for which County is legally liable, including but not limited to officers, agents, employees or subcontractors of County.

Without limiting County's indemnification of City, and prior to commencement of the work, County shall obtain, provide, and maintain, at its own expense during the period of the work, policies of insurance of the type and amounts required by the City.

City's signature: _____

Print Name: Joshua Nelson

Phone: 626-333-2211 Email: jnelson@cityofindustry.org

Date: 5/10/2025

County's signature: _____ Brad Weisshaupt I am approving this document 2025.05.13 10:09:42-07'00'

Print Name: Brad Weisshaupt

Phone: 213-703-8113 Email: brad.weisshaupt@fire.lacounty.gov

Date: 5/13/2025

ITEM NO. 6.14

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
Sean Calvillo, Director of Operations
James Cramsie, Sr. Director of Engineering
Justin Aguilar, Field Operations Project Manager

DATE: December 11, 2025

SUBJECT: Consideration of a Maintenance Services Agreement for Citywide Tree Maintenance Services, with Great Scott Tree Service, Inc., in an amount not to exceed $2,000,000.00 through December 31, 2028

Background:

On May 12, 2025, a Request for Proposals ("RFP") for Citywide Tree Maintenance Services was posted in the City's PlanetBids™ vendor portal. The RFP was issued to procure a contractor to furnish all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by the City. The RFP was viewed by 123 prospective bidders. The proposal was due on Monday, June 2, 2025, at 3:00 p.m. Seven (7) proposals were received. Below is a table of all proposers that submitted a proposal for Citywide Tree Maintenance Services.

Proposers
Great Scott Tree Service, Inc.
Greenfield Landscaping and Maintenance, Inc.
Mariposa Tree Management, Inc.
North Star Land Care
Tiger Tree Services, Inc
United Pacific Services, Inc.
West Coast Arborists, Inc.

Upon review of the submitted proposals, Staff selected three companies that presented the best overall fit to the City's needs for in person interviews which include, in no particular order: Great Scott Tree Service, West Coast Arborists, and North Star Land Care. The interviews were conducted on August 27, 2025. Thereafter, Staff determined that the three interviewed

companies are adequately equipped to meet the requirements for the City-wide tree maintenance services. However, with over 10,000 trees, Staff decided it would be advantageous to split the City into two zones for two companies, and another one for the Industry Hills and the Expo Center areas.

The City's Municipal Code, section 3.52.030 (B) (4), and the California Public Contract Code (PCC 22002(d)(4)) establishes that a "Public project" does not include "Landscape maintenance." As a result, tree maintenance service is not subject to the public bidding requirement of the PCC, however it does require compliance with the City Municipal Code (MC) section 3.52.120 - Procedure for awarding maintenance contracts. "Any or all other contracts relating to maintenance of public works or public facilities may be provided for either by competitive bidding, informal public bidding or by negotiated contract, at the discretion of the City Council. (; Ord. 641 § 1, 1999)." Therefore, Staff recommends rejecting the proposals received under the RFP and negotiate separate maintenance contracts per City Municipal Code Sections 3.52.120 and 3.52.130.

Discussion:

Great Scott Tree Service, Inc. ("Great Scott") has been providing arborists services to southern California municipalities for over 30 years and is well equipped to meet the City's tree maintenance needs. Staff will coordinate with Great Scott on the locations of tree trimming work, generally being the western half of the City. Pursuant to Section 3.52.120 of the City's Code, the City is permitted to enter into maintenance agreements through a competitive bidding process, informal bidding process, or through negotiated contract, at the discretion of the City Council, Staff is recommending that the City enter a maintenance services agreement with Great Scott for Citywide Tree Maintenance Services, in an amount not to exceed $2,000,000.00 through December 31, 2028.

Fiscal Impact:

The fiscal impact is $2,000,000.00 over three years. In the adopted Fiscal Year 2025-2026 General Fund budget, $4,000,000.00 was approved for this (Account No. 100-624-7410) (JN-6201) and Staff will budget accordingly in future fiscal years.

Recommendation:

It is recommended that the City Council approve the Maintenance Services Agreement with Great Scott Tree Service, Inc.

Exhibits:

1. Maintenance Services Agreement with Great Scott Tree Service, Inc., dated December 11, 2025

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of December 11, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Great Scott Tree Service, Inc, Inc., a California corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor 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 Contractor, 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) Contractor 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 arborist services, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor 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 Two Million Dollars ($2,000,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq*., and 1770, *et seq*., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to the City pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor’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. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(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, Contractor shall have an immediate duty to defend the City at Contractor'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 Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor 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. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractors exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor, service as an independent contractor. The indemnity provisions set forth in this Section 10 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

11. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors 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 Contractor 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 Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 Mayor Dave Way 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 Contractor:	Great Scott Tree Service, Inc. 10761 Court Avenue Stanton, California 90680 Scott Griffiths, President

16. ASSIGNMENT

The Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City or Contractor 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 Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor 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

By:_____
Joshua Nelson, City Manager

"CONTRACTOR"
Great Scott Tree Service, Inc.

By_____
Scott Griffiths, President

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

The City maintains approximately 11,900 trees. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by City. In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. The Contractor will prune all the trees within that grid/zone before proceeding into the next grid or zone, unless otherwise directed by City. Grid pruning services will occur each year on a start date determined by City, outside of bird nesting season. The Contractor shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by City. The Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. The Contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of City.

The Contractor shall also be required to report to City any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, and dead, dying or structurally deficient trees.

The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture ("ISA") standards, American National Standards Institute ("ANSI") criteria and the standards and requirements described herein in providing tree services. All work performed shall be comply with good arboreal practices within the industry for the particular species of tree being maintained. All of the Contractor's personnel engaged in the actual trimming of the trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

The Contractor shall conduct all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of City, vendors, members of the public or others from injury or damage to their property. The Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on the property set forth in this Agreement, including a complete written report to the City Manager within 24 hours following the incident.

Any damage caused by the Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or the Contractor shall repair such damage in a manner acceptable to City.

GENERAL PROVISIONS

SUPERVISION

The Contractor must have a certified arborist on staff to supervise all tree maintenance services conducted at any time. The Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by City.

INSPECTION

When work in specified areas is completed and ready for final inspection, the Contractor will be required to notify City. As soon as possible thereafter, City will make the necessary inspection, and determine whether the work has been properly performed and completed.

WORK SCHEDULE

The Contractor will be required to submit a complete schedule of work to be performed to City at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule must be approved by City. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

EQUIPMENT

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

SAFETY

Subject to the approval by the Director of Public Works, whenever streets are to be blocked off, City along with the Los Angeles County Sheriffs and Fire Departments will all be notified by Contractor of the locations and length of time the street will be blocked.

Suitable street, sidewalk barriers, signs, traffic cones and other such equipment will be used by the Contractor.

It is the responsibility of the Contractor to use Work Area Traffic Control Handbook

(W.A.T.C.H. manual latest edition) for traffic control as needed. Adequate traffic control shall be maintained at all times through the work zone, in compliance with the WATCH manual, latest edition.

It is the sole responsibility of the Contractor to ensure the safety of its work. The Contractor will observe all arborist and industrial safety standards.

DAMAGED PROPERTY

Plant material, irrigation systems and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

CONDUCT OF OPERATIONS

Cooperation with others: the Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.

Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.

Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from City authorities, or from private property owners and others.

EXTRA WORK

Extra work will not be performed without prior written approval by City.

PERMITS, FEES AND LICENSES

The Contractor shall have a valid and current C-49 contractor license for the duration of the contract. The Contractor is responsible for obtaining a business license and encroachment permit from City. All permit fees and licenses necessary for completion of the work will be paid for by the Contractor

SPECIAL PROVISIONS

PRUNING STANDARDS

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by City.

TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus issue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15 to 25 percent, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15 to 25 percent, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and water sprouts from a tree crown. Crown Thinning: Includes

crown cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet to 16 feet for vehicular traffic and 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by City-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to City Code heights.

Removals: Trees that are to be removed will be designated by City only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by City.

ROOT PRUNING

Root pruning shall be performed upon request by the Public Works Director, or designee. Root pruning will be performed no closer than 24 inches (24”) from base of tree and no deeper than 12 inches (12”).

Contractor shall provide all equipment, labor and materials necessary for the root pruning of trees throughout City in accordance with the specifications herein.

No location or site will be provided for the parking of vehicles and/or staging of materials. Vehicles and materials may not be stored in the Public Right of Way.

COMPETING PLANT MATERIALS

Competing plant material or plant material clinging to the trunk such as ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 inches, but not more than 24 inches around the trunk of the tree and the root crown.

CLIMBING TECHNIQUES

Climbing and pruning practices should not injure the tree except for the pruning cuts. Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

REMOVAL OF BRUSH AND DEBRIS

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk and yard areas of all properties free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within City limits to be determined by City. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

ANNUAL SERVICES MEETING

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

RECORDKEEPING

The contractor will be responsible for managing a City tree maintenance database,

which will be shared with City staff on a regular basis, as determined by City.

GPS TREE DATA COLLECTION

The Contractor will be responsible for regularly updating the City's GPS tree database as conditions require, including any trees removed or newly planted, and submit in a GIS-compatible format acceptable to the City's GIS system and Cartegraph application. The Contractor shall be required to create an ESRI ArcGIS Pro compatible "shape file". The data shall be compatible with the latest version of ArcGIS Pro. If the Contractor utilizes proprietary software for GPS tree management, the Contractor will still be required to submit GIS-compatible data to City, and the tree inventory and maintenance data are the property of City, and City should have access to the Contractor's software. The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The information collected shall, at a minimum, include the confirmation of the tree asset number, tree type, trunk diameter, height, canopy spread, maintenance needs, previous pruning date, and the general condition of the tree.

DISPOSAL OF GREEN WASTE

All tree debris produced as a result of the Contractor's operations under the contract will be reduced, reused, recycled, and/or transformed. Weight slips may be required as proof of final disposal, and invoices will not be processed unless accompanied with weight slips of recycled waste. Reducing will include, but not be limited to, chipping, grinding and/or shredding operations. Disposal is to be at a recycling yard for use in a tub grinding and mulching program.

Transformation will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide proof of such an operation to City.

Green waste generated from the tree maintenance activities shall be used towards the City's recycling credits. The Contractor shall provide backup certified reports regarding efforts. Organic waste recycling required herein shall be in compliance with Senate Bill 1383, Assembly Bill 939, and Chapter 8.20 of the City's Municipal Code.

EXHIBIT B

RATE SCHEDULE

ATTACHMENT 2 – COST PROPOSAL

CITY OF INDUSTRY CITYWIDE TREE MAINTENANCE SERVICES

Please fill in the following unit prices for the services below:

SERVICE DESCRIPTION	UNIT PRICE
Install15-gallon replacement trees	$ 169.00
Install 24-inch box replacement trees	$ 349.00
Tree removal and stump grinding based on diameter at breast height:	
1 - 6 inches	$ 119.00
7 -12 inches	$ 379.00
13-18 inches	$ 499.00
19- 24 inches	$ 869.00
25 or more inches	$ 1,159.00
Stump Grinding Only per Inch	$ 19.00
Root Pruning per linear foot	$ 19.00
Crew Hourly Rate (per man hour)	$ 129.00
Emergency Crew Hourly Rate (per man hour)	$ 139.00

Service Request Tree Pruning: Trees requiring pruning prior to their next regularly scheduled prune will be performed at the following rates based on tree size.

0 – 6” DBH PER TREE	$ 89.00
7-12” DBH PER TREE	$ 149.00
13-18” DBH PER TREE	$ 249.00
19-24” DBH PER TREE	$ 399.00
25” DBH & OVER PER TREE	$ 559.00

Pruning for Crown Reduction or Crown Restoration: Crown Reduction is used to reduce the height and/or spread of a tree. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree.

Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. The goal of restoration is to improve a tree structure, form, or appearance.

0 – 6” DBH PER TREE	$ 89.00
7-12” DBH PER TREE	$ 149.00
13-18” DBH PER TREE	$ 249.00
19-24” DBH PER TREE	$ 399.00
25” DBH & OVER PER TREE	$ 559.00

PALM TREE SKINNING Per Linear Foot $ 19.00

PALM TREE TRIMMING Per Tree
Includes the removal of fronds, seeds, and pods.

California Fan Palm	$ 59.00
Canary Island Date Palm	$ 99.00
Date Palm	$ 149.00
King Palm	$ 49.00
Mediterranean Fam Palm	$ 39.00
Mexican Fan Palm	$ 99.00
Queen Palm	$ 49.00
Windmill Palm	$ 39.00

TREE ONLY REMOVAL Per diameter inch $ 49.00

Diameter, using a caliper, of trees to be measured at 4 feet above soil level. City prepares list of trees to be removed, marks trees, notifies businesses and homeowners and submits lists to Contractor. Crew removes tree and hauls all debris.

TREE PLANTING BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of the City.

36-INCH BOX Each	$ 879.00
48-INCH BOX Each	$ 1,889.00

TREE WATERING SERVICES per man hour $ 95.00

A standard tree watering crew consists of 1 person with water truck. Cost of water not included. Price includes traffic control.

EMERGENCY RESPONSE SERVICES (During business hours)

per man hour $ 139.00

(Business hours shall be defined as Monday through Friday, 7:00am to 5:00pm; if Contractor is not performing scheduled work in the City)
Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost

also includes traffic control, cleanup, hauling away debris and recording the work history. Insurance, fuel, wages and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to the City and the State DIR.

EMERGENCY RESPONSE SERVICES (After business hours)

per man hour $ 159.00

(After hours are defined as evenings 5:01pm to 6:59am, Weekends & Holidays)
Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris and recording the work history. Insurance, fuel, wages and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to the City and the State DIR.

Contractor is available for emergency calls on a 24-hour basis. Contractor has a toll-free emergency telephone number to call in the event of an emergency. Should an emergency call-out occur during evening hours, weekends and/or holidays, Contractor shall respond and begin work on-site within 90 minutes from the time notification was given. Contractor's emergency response team will do what is necessary to leave the tree site safe until the following workday. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL per hour $ 169.00

Contractor can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders. These pieces of equipment include one operator.

ARBORIST SERVICES INCLUDING REPORT WRITING

On occasion, the City may require tree evaluations including written reports. Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and/or site inspections. Reporting can be generated on one tree or many trees and is handled on a case-by-case basis. The arborist services set forth herein exclude the arborist services set forth under Scope of Services, General Provisions - Supervision, which are included at no additional cost to the City.

Written Arborist Reports, Per hour	$ 139.00
Level 1, 2 or 3 Risk Assessments, Per Hour	$ 139.00
Presentation to City Council, etc., Per Hour	$ 139.00
Air Spade services, Per Hour	$ 125.00
Fumigation services, Per Hour	$ 125.00
Fertilization services, Per Hour	$ 125.00
Soil Testing/Soil Enhancements, Per Hour	$ 125.00
Citywide Tree Risk Survey, Per Tree	$ 29.00
Laboratory testing (i.e., Soil, limb, etc.) each at cost	

GPS TREE DATA COLLECTION

Collect and record GPS tree inventory data for each City-owned tree. Contractor agrees to provide use of its software program, if used, at no additional cost, while under an agreement for tree maintenance services. Data will be downloaded and provided to the City periodically for all tree information and progress updates directly into City's software, Cartegraph. After Contractor is finished, the City shall own all the data in Cartegraph.

Collect 1 – 5,000 trees, Per tree site $4.50
Collect over 5,000 trees, Per tree site $3.50

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level, per diameter inch $6.00

Tree Canopy Spraying from aerial tower, per diameter inch $6.00
Description: Foliar hydraulic spraying of recommended material.

Insecticide or Fungicide Trunk Banding, per diameter inch $6.00
Description: Trunk spray of recommended material.

PGR Trunk Banding, per diameter inch $6.00
Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat), per diameter inch $6.00
Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application, per diameter inch $6.00
Description: Soil applied drench of recommended material.

Soil Injection Fertilization, per diameter inch $6.00
Description: Soil applied injection of recommended material.

Soil Drenching Fertilization, per diameter inch $6.00
Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide), per diameter inch $6.00
Description: Trunk injected recommended material.

Trunk Injection (Fungicide), per diameter inch $6.00
Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo), per diameter inch $8.00
Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection, per diameter inch $6.00
Description: Recommended trunk injection of Emamectin benzoate active ingredient

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor 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. Contractor 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. Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00).

Contractor 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. Contractor 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. Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor 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 Contractor'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. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor'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. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor 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. 6.15

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
Sean Calvillo, Director of Operations
James Cramsie, Sr. Director of Engineering
Justin Aguilar, Field Operations Project Manager

DATE: December 11, 2025

SUBJECT: Consideration of a Maintenance Services Agreement for Citywide Tree Maintenance Services with West Coast Arborists, Inc., in an amount not to exceed $2,000,000.00 through December 31, 2028

Background:

On May 12, 2025, a Request for Proposals ("RFP") for Citywide Tree Maintenance Services was posted in the City's PlanetBids™ vendor portal. This RFP was bid to procure a contractor to furnish all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by the City. The bid was viewed by 123 prospective bidders. The proposal was due on Monday, June 2, 2025, at 3:00 p.m. Seven (7) bids were received. Below is a table of all proposers that submitted a proposal for Citywide Tree Maintenance Services.

Proposers
Great Scott Tree Service, Inc.
Greenfield Landscaping and Maintenance, Inc.
Mariposa Tree Management, Inc.
North Star Land Care
Tiger Tree Services, Inc
United Pacific Services, Inc.
West Coast Arborists, Inc.

Upon review of the submitted proposals, Staff selected three companies that presented the best overall fit for the City's needs for in-person interviews which include, in no particular order: Great Scott Tree Service, West Coast Arborists, and North Star Land Care. The interviews were

conducted on August 27, 2025. Thereafter, Staff determined that the three interviewed companies are adequately equipped to meet the requirements for the City-wide tree maintenance services. However, with over 10,000 trees, Staff decided it would be advantageous to split the City into two zones for two companies, one for the western portion and another for the eastern portion, which would allow for an efficiency of work progress throughout the year. Additionally, in emergency situations, due to inclement weather, for example, Staff would have more access to emergency crews City-wide to respond. Staff is also proposing that another company provide tree maintenance services to CRIA for the Industry Hills and the Expo Center areas, in which over 12,000 trees are located, and the IPHMA parcels, which have around 250 trees. This is also advantageous for crew availability throughout the year and in emergency situations.

The City's Municipal Code, section 3.52.030 (B) (4), and the California Public Contract Code (PCC 22002(d)(4)) establishes that a "Public project" does not include "Landscape maintenance." As a result, tree maintenance service is not subject to the public bidding requirement of the PCC, however it does require compliance with the City Municipal Code (MC) section 3.52.120 - Procedure for awarding maintenance contracts. "Any or all other contracts relating to maintenance of public works or public facilities may be provided for either by competitive bidding, informal public bidding or by negotiated contract, at the discretion of the City Council. (Ord. 605 § 1, 1994; Ord. 641 § 1, 1999)." Therefore, Staff recommends that the City Council reject all bids, and negotiate separate maintenance contracts in accordance with Sections 3.52.120 and 3.52.130 of the City's Code.

Discussion:

Pursuant to Section 3.52.120 of the City's Code, the City is permitted to enter into maintenance agreements through a competitive bidding process, informal bidding process, or through negotiated contract, at the discretion of the City Council. Given that West Coast Arborists ("WCA") has been providing the City with arborist services since November of 2020, and is well equipped and familiar with the City's tree maintenance needs, Staff is recommending that the City enter into a maintenance service agreement with WCA so that the company can continue providing a portion of the City with arborist services. Staff will coordinate with WCA on the locations of tree trimming work, generally being the eastern half of the City. Staff recommends approving a Maintenance Services Agreement with West Coast Arborists for Citywide Tree Maintenance Services, in an amount not to exceed $2,000,000.00, through December 31, 2028.

Fiscal Impact:

The fiscal impact is $2,000,000.00 over three years. In the adopted Fiscal Year 2025-2026 General Fund budget, $4,000,000.00 was approved for this (Account No. 100-624-7410) (JN-6201) and Staff will budget accordingly in future fiscal years.

Recommendation:

It is recommended that the City Council approve the Maintenance Services Agreement with WCA.

Exhibits:

1. Maintenance Services Agreement with West Coast Arborists, Inc., dated December 11, 2025

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of December 11, 2025 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and West Coast Arborists, Inc., a California corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor 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 Contractor 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, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor 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 Contractor, 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) Contractor 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 arborist services, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor 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 Two Million Dollars ($2,000,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor 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 Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq*., and 1770, *et seq*., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to the City pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor’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. Contractor 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 Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor 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 Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(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, Contractor shall have an immediate duty to defend the City at Contractor'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 Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor 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. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractors exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor, service as an independent contractor. The indemnity provisions set forth in this Section 10 (c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies the City may have under the law.

11. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors 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 Contractor 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 Contractor 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 Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Industry 15625 Mayor Dave Way 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 Contractor:	West Coast Arborists, Inc. 2200 E. Via Burton Street Anaheim, CA 92806 Victor Gonzalez, Vice President

16. ASSIGNMENT

The Contractor 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 subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor 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 Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City or Contractor 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 Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor 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

By:_____
Joshua Nelson, City Manager

"CONTRACTOR"
West Coast Arborists, Inc.

By_____
Victor Gonzalez, Vice President

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

The City maintains approximately 11,900 trees. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by City. In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. The Contractor will prune all the trees within that grid/zone before proceeding into the next grid or zone, unless otherwise directed by City. Grid pruning services will occur each year on a start date determined by City, outside of bird nesting season. The Contractor shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by City. The Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. The Contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of City.

The Contractor shall also be required to report to City any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, and dead, dying or structurally deficient trees.

The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture ("ISA") standards, American National Standards Institute ("ANSI") criteria and the standards and requirements described herein in providing tree services. All work performed shall be comply with good arboreal practices within the industry for the particular species of tree being maintained. All of the Contractor's personnel engaged in the actual trimming of the trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

The Contractor shall conduct all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of City, vendors, members of the public or others from injury or damage to their property. The Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on the property set forth in this Agreement, including a complete written report to the City Manager within 24 hours following the incident.

Any damage caused by the Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or the Contractor shall repair such damage in a manner acceptable to City.

GENERAL PROVISIONS

SUPERVISION

The Contractor must have a certified arborist on staff to supervise all tree maintenance services conducted at any time. The Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by City.

INSPECTION

When work in specified areas is completed and ready for final inspection, the Contractor will be required to notify City. As soon as possible thereafter, City will make the necessary inspection, and determine whether the work has been properly performed and completed.

WORK SCHEDULE

The Contractor will be required to submit a complete schedule of work to be performed to City at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule must be approved by City. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

EQUIPMENT

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

SAFETY

Subject to the approval by the Director of Public Works, whenever streets are to be blocked off, City along with the Los Angeles County Sheriffs and Fire Departments will all be notified by Contractor of the locations and length of time the street will be blocked.

Suitable street, sidewalk barriers, signs, traffic cones and other such equipment will be used by the Contractor.

It is the responsibility of the Contractor to use Work Area Traffic Control Handbook

(W.A.T.C.H. manual latest edition) for traffic control as needed. Adequate traffic control shall be maintained at all times through the work zone, in compliance with the WATCH manual, latest edition.

It is the sole responsibility of the Contractor to ensure the safety of its work. The Contractor will observe all arborist and industrial safety standards.

DAMAGED PROPERTY

Plant material, irrigation systems and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

CONDUCT OF OPERATIONS

Cooperation with others: the Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.

Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.

Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from City authorities, or from private property owners and others.

EXTRA WORK

Extra work will not be performed without prior written approval by City.

PERMITS, FEES AND LICENSES

The Contractor shall have a valid and current C-49 contractor license for the duration of the contract. The Contractor is responsible for obtaining a business license and encroachment permit from City. All permit fees and licenses necessary for completion of the work will be paid for by the Contractor

SPECIAL PROVISIONS

PRUNING STANDARDS

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by City.

TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus issue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15 to 25 percent, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15 to 25 percent, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and water sprouts from a tree crown. Crown Thinning: Includes

crown cleaning and the selective removal of branches to increase light penetration and air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet to 16 feet for vehicular traffic and 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by City-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to City Code heights.

Removals: Trees that are to be removed will be designated by City only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by City.

ROOT PRUNING

Root pruning shall be performed upon request by the Public Works Director, or designee. Root pruning will be performed no closer than 24 inches (24”) from base of tree and no deeper than 12 inches (12”).

Contractor shall provide all equipment, labor and materials necessary for the root pruning of trees throughout City in accordance with the specifications herein.

No location or site will be provided for the parking of vehicles and/or staging of materials. Vehicles and materials may not be stored in the Public Right of Way.

COMPETING PLANT MATERIALS

Competing plant material or plant material clinging to the trunk such as ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 inches, but not more than 24 inches around the trunk of the tree and the root crown.

CLIMBING TECHNIQUES

Climbing and pruning practices should not injure the tree except for the pruning cuts. Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

REMOVAL OF BRUSH AND DEBRIS

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk and yard areas of all properties free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within City limits to be determined by City. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

ANNUAL SERVICES MEETING

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

RECORDKEEPING

The contractor will be responsible for managing a City tree maintenance database,

which will be shared with City staff on a regular basis, as determined by City.

GPS TREE DATA COLLECTION

The Contractor will be responsible for regularly updating the City's GPS tree database as conditions require, including any trees removed or newly planted, and submit in a GIS-compatible format acceptable to the City's GIS system and Cartegraph application. The Contractor shall be required to create an ESRI ArcGIS Pro compatible "shape file". The data shall be compatible with the latest version of ArcGIS Pro. If the Contractor utilizes proprietary software for GPS tree management, the Contractor will still be required to submit GIS-compatible data to City, and the tree inventory and maintenance data are the property of City, and City should have access to the Contractor's software. The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The information collected shall, at a minimum, include the confirmation of the tree asset number, tree type, trunk diameter, height, canopy spread, maintenance needs, previous pruning date, and the general condition of the tree.

DISPOSAL OF GREEN WASTE

All tree debris produced as a result of the Contractor's operations under the contract will be reduced, reused, recycled, and/or transformed. Weight slips may be required as proof of final disposal, and invoices will not be processed unless accompanied with weight slips of recycled waste. Reducing will include, but not be limited to, chipping, grinding and/or shredding operations. Disposal is to be at a recycling yard for use in a tub grinding and mulching program.

Transformation will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide proof of such an operation to City.

Green waste generated from the tree maintenance activities shall be used towards the City's recycling credits. The Contractor shall provide backup certified reports regarding efforts. Organic waste recycling required herein shall be in compliance with Senate Bill 1383, Assembly Bill 939, and Chapter 8.20 of the City's Municipal Code.

EXHIBIT B

RATE SCHEDULE

ATTACHMENT 2 – COST PROPOSAL

CITY OF INDUSTRY CITYWIDE TREE MAINTENANCE SERVICES

Please fill in the following unit prices for the services below:

SERVICE DESCRIPTION	UNIT PRICE
Install15-gallon replacement trees	$ 200.00
Install 24-inch box replacement trees	$ 400.00
Tree removal and stump grinding based on diameter at breast height:	
1 - 6 inches	$ 145.00
7 -12 inches	$ 400.00
13-18 inches	$ 695.00
19- 24 inches	$ 975.00
25 or more inches	$ 1,350.00
Stump Grinding Only per Inch	$ 18.00
Root Pruning per linear foot	$ 25.00
Crew Hourly Rate (per man hour)	$ 100.00
Emergency Crew Hourly Rate (per man hour)	$ 129.00

Service Request Tree Pruning: Trees requiring pruning prior to their next regularly scheduled prune will be performed at the following rates based on tree size.

0 – 6” DBH PER TREE	$ 86.00
7-12” DBH PER TREE	$ 149.00
13-18” DBH PER TREE	$ 249.00
19-24” DBH PER TREE	$ 379.00
25” DBH & OVER PER TREE	$ 549.00

Pruning for Crown Reduction or Crown Restoration: Crown Reduction is used to reduce the height and/or spread of a tree. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree.

Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. The goal of restoration is to improve a tree structure, form, or appearance.

0 – 6” DBH PER TREE	$ 86.00
7-12” DBH PER TREE	$ 189.00
13-18” DBH PER TREE	$ 339.00
19-24” DBH PER TREE	$ 479.00
25” DBH & OVER PER TREE	$ 749.00

PALM TREE SKINNING Per Linear Foot $ 25.00

PALM TREE TRIMMING Per Tree
Includes the removal of fronds, seeds, and pods.

California Fan Palm	$ 115.00
Canary Island Date Palm	$ 255.00
Date Palm	$ 115.00
King Palm	$ 50.00
Mediterranean Fam Palm	$ 50.00
Mexican Fan Palm	$ 86.00
Queen Palm	$ 70.00
Windmill Palm	$ 50.00

TREE ONLY REMOVAL Per diameter inch $ 44.00

Diameter, using a caliper, of trees to be measured at 4 feet above soil level. City prepares list of trees to be removed, marks trees, notifies businesses and homeowners and submits lists to Contractor. Crew removes tree and hauls all debris.

TREE PLANTING BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of the City.

36-INCH BOX Each	$ 1,185.00
48-INCH BOX Each	$ 2,385.00

TREE WATERING SERVICES per man hour $ 100.00

A standard tree watering crew consists of 1 person with water truck. Cost of water not included. Price includes traffic control.

EMERGENCY RESPONSE SERVICES (During business hours)

per man hour $ 129.00

(Business hours shall be defined as Monday through Friday, 7:00am to 5:00pm; if Contractor is not performing scheduled work in the City)
Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost

also includes traffic control, cleanup, hauling away debris and recording the work history. Insurance, fuel, wages and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to the City and the State DIR.

EMERGENCY RESPONSE SERVICES (After business hours)

per man hour $ 129.00

(After hours are defined as evenings 5:01pm to 6:59am, Weekends & Holidays)
Price includes personnel required for the response and standard equipment such as an aerial tower, chipper dump truck, a Vermeer chipper, small hand tools, and chainsaws. Cost also includes traffic control, cleanup, hauling away debris and recording the work history. Insurance, fuel, wages and disposal fees are included as well. Price based on paying the State Prevailing Wage for Tree Maintenance Laborer and providing certified payroll to the City and the State DIR.

Contractor is available for emergency calls on a 24-hour basis. Contractor has a toll-free emergency telephone number to call in the event of an emergency. Should an emergency call-out occur during evening hours, weekends and/or holidays, Contractor shall respond and begin work on-site within 90 minutes from the time notification was given. Contractor's emergency response team will do what is necessary to leave the tree site safe until the following workday. No minimum call-out required.

SPECIALTY EQUIPMENT RENTAL per hour $ 169.00

Contractor can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders. These pieces of equipment include one operator.

ARBORIST SERVICES INCLUDING REPORT WRITING

On occasion, the City may require tree evaluations including written reports. Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and/or site inspections. Reporting can be generated on one tree or many trees and is handled on a case-by-case basis. The arborist services set forth herein exclude the arborist services set forth under Scope of Services, General Provisions - Supervision, which are included at no additional cost to the City.

Written Arborist Reports, Per hour	$ 169.00
Level 1, 2 or 3 Risk Assessments, Per Hour	$ 169.00
Presentation to City Council, etc., Per Hour	$ 169.00
Air Spade services, Per Hour	$ 169.00
Fumigation services, Per Hour	$ 169.00
Fertilization services, Per Hour	$ 169.00
Soil Testing/Soil Enhancements, Per Hour	$ 169.00
Citywide Tree Risk Survey, Per Tree	$ 169.00
Laboratory testing (i.e., Soil, limb, etc.) each at cost	

GPS TREE DATA COLLECTION

Collect and record GPS tree inventory data for each City-owned tree. Contractor agrees to provide use of its software program, if used, at no additional cost, while under an agreement for tree maintenance services. Data will be downloaded and provided to the City periodically for all tree information and progress updates directly into City's software, Cartegraph. After Contractor is finished, the City shall own all the data in Cartegraph.

Collect 1 – 5,000 trees, Per tree site $ 5.00
Collect over 5,000 trees, Per tree site $ 5.00

PLANT HEALTH CARE SERVICES

Tree Canopy Spraying from ground level, per diameter inch $ 11.00

Tree Canopy Spraying from aerial tower, per diameter inch $ 11.00
Description: Foliar hydraulic spraying of recommended material.

Insecticide or Fungicide Trunk Banding, per diameter inch $ 11.00
Description: Trunk spray of recommended material.

PGR Trunk Banding, per diameter inch $ 11.00
Description: Trunk spray of recommended material to regulate plant growth.

Insecticide or PGR Soil Application (Cambistat), per diameter inch $ 11.00
Description: Recommended insecticide soil injection or drench material to regulate plant growth.

Insecticide or Fungicide Soil Application, per diameter inch $ 11.00
Description: Soil applied drench of recommended material.

Soil Injection Fertilization, per diameter inch $ 11.00
Description: Soil applied injection of recommended material.

Soil Drenching Fertilization, per diameter inch $ 11.00
Description: Soil application of recommended material.

Trunk Injection (Insecticide/Miticide), per diameter inch $ 11.00
Description: Trunk injected recommended material.

Trunk Injection (Fungicide), per diameter inch $ 11.00
Description: Trunk injected recommended material.

Trunk Injection (Insecticide & Fungicide Combo), per diameter inch $ 11.00
Description: Combination of one time trunk injection of two recommended materials.

Avermectin Class Insecticide Injection, per diameter inch $ 11.00
Description: Recommended trunk injection of Emamectin benzoate active ingredient

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor 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. Contractor 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. Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00).

Contractor 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. Contractor 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. Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subContractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor 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 Contractor'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. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor'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. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor 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. 6.16

Backup Material will be distributed prior to Meeting

ITEM NO. 7.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Kathy Tai, Dev. Services Manager

DATE: December 11, 2025

SUBJECT: Introduction and Consideration of an Ordinance, Adopting by Reference the Los Angeles County Building Codes

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME; AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

Background:

Every three years, the State of California Building Standards Commission (“BSC”) adopts the California Building Standards Code (“Code”), which sets forth construction standards that must be followed Statewide. Pursuant to Health and Safety Code Sections 17958 and 17958.5, cities

and counties will automatically be subject to the Code 180 days after publication but may adopt amendments so long as the amendments are reasonably necessary based on specific findings because of local climatic, geological, or topographical conditions. Since the County of Los Angeles ("County") provides building and safety services to the City and evaluates the Code for local climatic, geological, or topographical conditions the City typically adopts or considers the County amendments. For developers, designers, and contractors, consistent standards across the County and the City can simplify the development process.

Discussion:

In January 2025, the BSC adopted the latest Code that include requirements for building, existing building, electrical, mechanical, plumbing, and residential construction. The Code was published on July 1, 2025 and becomes effective on January 1, 2026. On November 25, 2025, the County adopted its amendments.

Historically, the City has adopted by reference the Los Angeles County amendments for building, existing building, electrical, mechanical, plumbing and residential codes. Attachment 1 of the Urgency Ordinance No. 840 U and Ordinance No. 839 provides a list of the County's recent amendments along with the climatic, geologic, and topographic conditions that substantiates each modification.

In short, the City agrees with the County amendments as they aid building resilience in crisis situations. However, the County adopted certain amendments to the plumbing code that do not aid resilience and present increased costs to new developments. For these reasons, the County amendments related to the reuse of graywater, namely sections 206.0, 210.0-H, 304.1, and 601.2.3, have been excluded from the proposed ordinances. Exhibit 3 contains an excerpt of the County's plumbing amendments with sections 206.0, 210.0-H, 304.1, and 601.2.3 stricken out. Excluding these sections is consistent with the City's code adoption in 2022.

Due to the timing of the County finishing its amendments (November 25, 2025) and the effective date of the State Code (January 1, 2026), staff recommends that the City Council adopt the County amendments as both an urgency ordinance, to take effect on January 1, 2026, and a regular ordinance, to ensure permanent codification. Otherwise, under the typical code adoption timelines, the State Code would apply to new projects submitted to the City from January 1, 2026, to when the County's amendments become effective (approximately February 7, 2026). In other words, there would be a lag period from when the State Code would apply, then not apply after about one month.

To proceed with adopting the 2025 California Building Codes with the Los Angeles County amendments, staff recommends the City Council approve Urgency Ordinance No. 840 U and Ordinance No. 839. Urgency Ordinance No. 840 U requires a 4/5th vote to pass and will be effective January 1, 2026, for a period not greater than 45 days. If Ordinance No. 839 is introduced, it will be brought back to the City Council for public hearing and adoption on January 8, 2026, and will be effective on February 7, 2026.

The ordinances have been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

Fiscal Impact:

There is no fiscal impact related to the adoption of updated building standards.

Recommendation:

Staff recommends that the City Council: (1) Waive reading of Ordinance No. 839 and read by title only; and (2) introduce Ordinance No. 839 - An Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2025 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2025 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2025 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2025 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2025 Edition; Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2025 Edition; Adopting Local Amendments Thereto, and Making Findings for Same; and adopting a Notice of Exemption regarding same.

Exhibits:

1. Ordinance No. 839
2. Notice of Exemption
3. Excerpt of County of Los Angeles Plumbing Code Amendments 2025 with sections 206.0, 210.0-H, 304.1, and 601.2.3 stricken out

EXHIBIT 1

Ordinance No. 839

[Attached]

ORDINANCE NO. 839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME; AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council of the City of Industry (the "City") adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, attached hereto and incorporated herein by reference, and as set forth in the Los Angeles County Code. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage, as well as local climatic, geological and/or topographical conditions in the County of Los Angeles.

(B) California State law requires localities, such as the City of Industry, to adopt the 2025 California Building Standards Code and any modifications there to, by January 1, 2026. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local geological conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health, and safety. Accordingly,

the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act ("CEQA", Public Resources Code § 21000 et seq.) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and therefore the City Council approves and adopts the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Section 15.04.010 (Adoption of building code) of Chapter 15.04 (Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 26 Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Building Code, 2025 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Building Code, 2025 Edition, Title 26 of the Los Angeles County Code, or any amendment to the building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 4. Municipal Code Amendment.

Section 15.10.010 (Adoption of residential code) of Chapter 15.10 (Residential Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 30 Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Residential Code, 2025 Edition (Part 2.5 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Residential Code of the City of Industry.

B. In the event of any conflict between provisions of the California Residential Code, 2025 Edition, Title 30 of the Los Angeles County Code, or any amendment to the residential

code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 5. Municipal Code Amendment.

Section 15.16.010 (Adoption of mechanical code) of Chapter 15.16 (Mechanical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 29 Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Mechanical Code, 2025 Edition (Part 4 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Mechanical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Mechanical Code, 2025 Edition, Title 29 of the Los Angeles County Code, or any amendment to the mechanical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 6. Municipal Code Amendment.

Section 15.20.010 (Adoption of electrical code) of Chapter 15.20 (Electrical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 27 Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Electrical Code, 2025 Edition (Part 3 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Electrical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Electrical Code, 2025 Edition, Title 27 of the Los Angeles County Code, or any amendment to the electrical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 7. Municipal Code Amendment.

Section 15.24.010 (Adoption of plumbing code) of Chapter 15.24 (Plumbing Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 28 Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Plumbing Code, 2025 Edition (Part 5 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Plumbing Code of the City of Industry. Notwithstanding the foregoing, the following Sections of Title 28 Plumbing Code, of the Los Angeles County Code, are not part of the Plumbing Code of the City of Industry: Sections 206.0 (Demand Hot Water Recirculation System), 210.0-H (Hot Water Recirculation System), 304.1 (General), and 601.2.3 (Hot Water Recirculation Systems).

B. In the event of any conflict between provisions of the California Plumbing Code, 2025 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 8. Municipal Code Amendment.

Section 15.30.010 (Adoption of Existing Building Code) of Chapter 15.30 (Existing Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 33 Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Existing Building, 2025 Edition (Part 10 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Existing Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Existing Building Code, 2025 Edition, Title 33 of the Los Angeles County Code, or any amendment to the existing building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 33 of the Los Angeles County Code and the California Existing Building Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 9. Clerical Errors.

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

SECTION 10. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 11. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a _____ meeting held on _____, 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

ATTACHMENT NO. 1 TO ORDINANCE NO. 839

Building Code Amendments

[Attached]

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
113.5, 113.5.1, 113.5.2	Administrative	This is an administrative amendment to clarify that structures meeting the conditions specified and affected by the 2025 Eaton and Palisades fire are not required under the Alquist-Priolo Act to conduct an active fault study.
701A.1 701A.2	Climatic	Clarifies the application of Chapter 5 of the California Wildland Interface Code to harden additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3 701A.5 701A.6	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
701A.7	Climatic	Disallows the use of Class B wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
1031.2.1	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.
Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design

Code Section	Condition	Explanation of Amendment
		provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.8 and 1613.8.1	Geological	Observed damages to one- and two-family dwellings of light frame construction after the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lesson learned from studies after the Northridge Earthquake, the proposed modification to ASCE 7-22, Section 12.2.3.1, Exception 3, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.8.2	Geological	A joint Structural Engineers Association of Southern California (SEAOSC), Los Angeles County and Los Angeles City Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was concluded at that time that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, there was a need to limit subdiaphragm allowable shear loads to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force while taking into consideration the improved performances and standards for diaphragm construction today, this proposal increases the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75% of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf and is deemed appropriate and acceptable. Due to the frequency of this type of failure during the past significant

Code Section	Condition	Explanation of Amendment
		earthquakes, various jurisdictions within the Los Angeles region have taken this additional step to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.8.3	Geological	The inclusion of the importance factor in the referenced Section equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, police, and fire stations from adjoining structures. The proposal to omit the importance factor from the referenced equation in Section 12.8.6 will ensure that a safe seismic separation distance is provided. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.9	Geological Topographical	Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the greater Los Angeles/Long Beach region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.10	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the

Code Section	Condition	Explanation of Amendment
		1994 Northridge Earthquake. The proposed modification requiring safe design and construction requirements for ceiling suspension systems to resist seismic loads is intended to minimize the amount of damage within a building and therefore needs to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Building Code.
1704.6	Geological Administrative	The language in section 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in section 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect

Code Section	Condition	Explanation of Amendment
		the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.13	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.13, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.

Code Section	Condition	Explanation of Amendment
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is

Code Section	Condition	Explanation of Amendment
		a continuation of an amendment adopted during previous code adoption cycles.
1807.2	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1807.3.1	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and

Code Section	Condition	Explanation of Amendment
		wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task

Code Section	Condition	Explanation of Amendment
		Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the

Code Section	Condition	Explanation of Amendment
		Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1905.1	Geological	This amendment is intended to carry over critical provisions for the design of concrete columns in moment frames from the legacy 1997 Uniform Building Code. Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the legacy 1997 Uniform Building Code a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls in being included in the seismic load resisting system, since their failure could have catastrophic effect on the building. Furthermore, this amendment was incorporated in the code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs have been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick topping slab to prevent buckling of such reinforcements. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due

Code Section	Condition	Explanation of Amendment
		to the increased risk of significant earthquakes in the County.
1905.6.2	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.8 through 1905.10	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

Code Section	Condition	Explanation of Amendment
2304.10.2 and Table 2304.10.2	Geological	Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.3.1	Geological	The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment

Code Section	Condition	Explanation of Amendment
		reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.2.8	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage

Code Section	Condition	Explanation of Amendment
		devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2306.2 2306.3 2307.2 2308.10.5.1 2308.10.5.2 Figure 2308.10.5.1 and Figure 2308.10.5.2	Geological	The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures

Code Section	Condition	Explanation of Amendment
		assigned to Seismic Design Categories D, E, and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the greater Los Angeles/Long Beach region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.10.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B, or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.10.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and

Code Section	Condition	Explanation of Amendment
		buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2308.10.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
3114;	Climatic, Geologic	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. The region is further impacted by construction of buildings and structures utilizing traditional construction materials that impact the amount of energy, air quality, greenhouse gas emission and construction waste in the area. The proposed

Code Section	Condition	Explanation of Amendment
		amendment addresses structural design requirements specific to intermodal shipping containers, reduce environmental impact of unused and unrecycled intermodal shipping containers, and increase sustainability by reducing consumption of traditional construction materials. The proposed modification needs to be incorporated into the code to assure that new buildings and additions to existing buildings utilizing intermodal shipping containers are designed and constructed in accordance with the scope and objectives of the California Building Code and California Green Building Standards Code
Appendix C	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various agricultural and animal husbandry establishments. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation, particularly the rural areas, which are often used for agricultural purposes. Furthermore, the greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. Due to the need for agricultural buildings to perform appropriately in the County due to its geology and climate, adoption of building standards for such structures is required.
Appendix H	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The Los Angeles region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. In addition, weather events occur seasonally with high winds such as the Santa Ana Winds. Due to the need for signs to perform well in

Code Section	Condition	Explanation of Amendment
		the County due to its climate and geology, adoption of building standards for signs is required.
H103.1	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that signs are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H103.2	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that sign projections and clearances are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H104.1	Geologic, Voluntary appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. Due to the risk of geologic activities in the Southern California area, buildings and structures require a high level of performance, which is directly proportional to the weight of a structure. By adding the weight of a sign to the identification placard, it will

Code Section	Condition	Explanation of Amendment
		improve the ability to provide structural verification in the event of damage or future modifications.
H105.1	Administrative, Voluntary appendix	The amendment provides a cross reference to Chapter 24 for user convenience.
H106.1, H106.2	Administrative, Voluntary appendix	This change corrects a call out from the model electrical code to the relevant local electrical code and clarifies that a separate electrical permit is required for user convenience.
H110.1	Climatic, Voluntary appendix	Due to the potential for severe local weather conditions with torrential rain, it is necessary to clarify that no portions of the roof sign and supporting members may interfere with proper roof drainage to prevent the potential for roof collapse due to water accumulation.
H116	Climatic, Voluntary appendix	Due to the potential for severe local weather with high speed winds and hot, dry conditions, it is necessary that the most recent test standards as specified in Chapter 35 are adopted in lieu of the older test standards specified in Section H116. This ensures that the risk from fires is minimized.
J101.1 to J101.9	Geological Topographical Climatic	Sections revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J101.10	Geological Topographical Climatic	Section revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climatic	Sections revised to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic

Code Section	Condition	Explanation of Amendment
		conditions that exist in the greater Los Angeles County/Long Beach region.
J104.2.1 – J104.4	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J105.1-J105.14	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J106.1	Geological Topographical Climatic	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J107.1-J107.7	Geological Topographical Climatic	Sections revised to provide more stringent fill requirements for slope stability and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J107.8 – J107.9	Geological Topographical Climatic	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J108.1 – J108.4	Geological Topographical Climatic	Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J109.1 – J109.3	Geological Topographical Climatic	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic

Code Section	Condition	Explanation of Amendment
		conditions that exist in the greater Los Angeles County/Long Beach region.
J109.5	Geological Topographical Climatic	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J110.1 - J110.8.5	Geological Topographical Climatic	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J111	Geological Topographical Climatic	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
Appendix Q Q101.1, Q102.1, Q103.1, Q103.4, Q107.1	Administrative, Voluntary appendix Climatic Geologic Topographical	Adoption of this appendix is necessary because strict compliance with State and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis, local emergency or state of emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.
Q106.1	Climatic	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.
Q110.1.1, Q110.1.2	Administrative	These sections are a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor

Code Section	Condition	Explanation of Amendment
		enacting a more restrictive requirement. To the extent findings are requested, see prefatory language in this Section.
Q110.3	Climatic, Voluntary appendix	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather conditions, with extreme temperatures or torrential rain, the distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

RESIDENTIAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D_0, D_1, D_2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
R301.1.5	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures

Code Section	Condition	Explanation of Amendment
		resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in

Code Section	Condition	Explanation of Amendment
		the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1 R337.1.2	Climatic	Clarifies the application of Chapter 5 of the California Wildland Interface Code to harden additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3 R337.1.5 R337.1.6	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
R337.1.7	Climatic	Disallows the use of Class B wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when

Code Section	Condition	Explanation of Amendment
		utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.
R403.1.2 R403.1.3.6 R403.1.5 Figure R403.1.5	Climatic Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.
R404.2	Climatic Geological	No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events

Code Section	Condition	Explanation of Amendment
		and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.
R501.2	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.6.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that

Code Section	Condition	Explanation of Amendment
		stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.
R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the

Code Section	Condition	Explanation of Amendment
		Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.
Table R602.10.3(3)	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster, or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.
Table R602.10.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake

Code Section	Condition	Explanation of Amendment
		was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.3 of AWC SDPWS-2021.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 25.5 of ACI 318-19.
Figure	Geological	3/8" thick 3 ply-plywood shear walls experienced

Code Section	Condition	Explanation of Amendment
R602.10.6.4		many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.7.1 of the California Building Code.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D_0, D_1, or D_2, or on townhouses in Seismic Design Category C.
R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls helps to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.6.

Code Section	Condition	Explanation of Amendment
R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
Appendix BJ BJ106.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the limited seismic performance information on strawbale construction, this amendment is intended to limit the higher risk strawbale construction poses in a high seismic region.
Appendix CJ CJ101.1, CJ102.1, CJ103.1, CJ103.4, CJ107.1	Administrative, Climatic, Geologic, Topographical	Adoption of this appendix is necessary because strict compliance with state and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis or other emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.
CJ106.1	Climatic	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.
CJ110.1.1, CJ110.1.2	Administrative	These sections are simply a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor enacting a more restrictive requirement. To the extent findings are requested, see prefatory language in this Section.
CJ110.3	Climatic	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather conditions, with extreme temperatures or torrential rain, the

Code Section	Condition	Explanation of Amendment
		distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

MECHANICAL CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.7.1.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

PLUMBING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
Section 304.1	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Sections 601.2.3	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).

Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

Appendix T	Climatic and Topographical	To establish requirements for conservation and disposal of swimming pool water to minimize evaporation and topographical impacts.
Appendix U	Climatic	To establish requirements for solar thermal energy systems based on provisions in the Uniform Solar, Hydronics and Geothermal Code (USHGC), which is developed by the International Association of Plumbing and Mechanical Officials. The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. Standards to regulate the installation of solar thermal energy systems will facilitate safe and efficient installations of these systems to improve local air quality, thereby improving the health of the County's residents, businesses and visitors.

EXISTING BUILDING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
302.6.1 to 302.6.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.
302.7	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.
A401.2	Geologic, Administrative, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures.
A404.1	Administrative, Geologic, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures. Due to these factors, the County requires a licensed architect or engineer stamp and approval of the construction documents.

EXHIBIT 2

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 Mayor Dave Way, Suite 100
City of Industry, CA 91744

Project Title: Citywide Ordinance Adopting the Los Angeles County Building, Plumbing, Electrical, Mechanical, Residential, and Existing Building Codes

Project Location - Specific: Citywide

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

Description of Project: The project consists of the adoption of an ordinance of the City Council of the City of Industry, California adopting by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2025 Edition; Title 28 of the Los Angeles County Plumbing Code, incorporating by reference the California Plumbing Code 2025 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2025 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2025 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2025 Edition; Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code 2025 Edition.

Name of Public Agency Approving Project: City Council, 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:* 15061 Class (b)(3)
☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: Pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Adoption of the ordinance does not have any effect on the environment, as it does not approve any development, and all future development projects will undergo the requisite level of review under CEQA.

Lead Agency
Contact Person: Bing Hyun Telephone: (626) 333-2211

Signature: _____ Date: _____

Title: Assistant City Manager

EXHIBIT 3

Excerpt of County of Los Angeles Plumbing Code Amendments 2025 with sections 206.0, 210.0-H, 304.1, and 601.2.3 stricken out

[Attached]

Except as hereinafter changed or modified, Chapters 2 through 17 and Appendices A, B, D, H, I, and J, of that certain Plumbing Code known and designated as the ~~2022~~2025 California Plumbing Code as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 28 of the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 17, and Appendices A, B, D, H, I, and J, of Title 28 of the Los Angeles County Code.

A copy of the ~~2022~~2025 California Plumbing Code shall be at all times maintained by the Chief Plumbing Inspector for use and examination by the public.

. . .

SECTION 3. Section 204.0 is hereby amended to read as follows:

204.0 – B –

. . .

Building Code. The most recent edition of Title 26 of the Los Angeles County Code.

. . .

SECTION 4. Section 206.0 is hereby amended to read as follows:

~~**206.0**~~ **– D –**

. . .

~~**Demand Hot Water Recirculation System**. A hot water recirculation system requiring manual activation and equipped with a thermostat that will automatically shut off the recirculation pump when the water temperature reaches a preset level at the~~

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~~point of use.~~

. . .

SECTION 5. Section 207.0 is hereby amended to read as follows:

207.0 – E –

. . .

Electrical Code. The most recent edition of Title 27 of the Los Angeles County Code.

. . .

SECTION 6. Section 210.0 is hereby amended to read as follows:

~~**210.0 – H –**~~

. . .

~~**Hot Water Recirculation System**. A hot water distribution system that reduces the time needed to deliver hot water to fixtures that are distant from the water heater, boiler, or other water heating equipment. The recirculation system is comprised of hot water supply and return piping with shutoff valves, balancing valves, and circulating pumps, and a method of controlling the circulating system.~~

. . .

SECTION 7. Section 215.0 is hereby amended to read as follows:

215.0 – M –

. . .

Mechanical Code. The most recent edition of Title 29 of the Los Angeles County Code.

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. . .

SECTION 8. Section 301.2.2 is hereby amended to read as follows:

301.2.2 Standards. Standards listed or referred to in this ~~c~~Chapter or other chapters cover materials that will conform to the requirements of this ~~c~~Code, where used in accordance with the limitations imposed in this or other chapters thereof and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein shall be permitted to be used only by special permission of the Authority Having Jurisdiction after the Authority Having Jurisdiction has been satisfied as to their adequacy. A list of plumbing standards that appear in specific sections of this ~~c~~Code is referenced in Table 1701.1. Standards referenced in Table 1701.1 shall be applied as indicated in the applicable referenced section. A list of additional approved standards, publications, practices, and guides that are not referenced in specific sections of this ~~c~~Code appear in Table 1701.2. Solar thermal energy systems and material standards are referenced in Tables S 18.1 and S 18.2 of Appendix S. ~~An~~IAPMO Installation Standards ~~is~~are referenced in Appendix I for the convenience of the users of this ~~c~~Code. It is not considered as a part of this ~~c~~Code unless formally adopted as such by the Authority Having Jurisdiction.

SECTION 9. Section 301.3 is hereby amended to read as follows:

301.3 Alternate Materials and Methods of Construction ~~Equivalency~~ and Modifications.

301.3.1 Alternate Materials and Methods of Construction.

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Nothing in this ~~c~~Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this ~~c~~Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency prior to installation. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case-by-case basis. [HCD 1] (See Section 1.8.7).

. . .

301.3.1.1 Testing.

. . .

301.3.1.1.1 Tests.

. . .

301.3.1.~~2~~.1.2 Request by Authority Having Jurisdiction.

. . .

301.3.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction shall have the authority to grant modifications on a case-by-case basis, upon application of the owner or the owner's authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety-related requirements. The details of any action granting modifications shall

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be recorded and entered in the files of the Authority Having Jurisdiction. Application for approval of a modification shall be in accordance with Section 103.12.2.

SECTION 10. Section 304.1 is hereby amended to read as follows:

304.1 General. Plumbing fixtures, drains, appurtenances, and appliances, used to receive or discharge liquid wastes or sewage, shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this cCode.

Exception: *[HCD 1] Limited-density owner-built rural dwellings. Where conventional plumbing, in all or in part, is installed within the structure, it shall be installed in accordance with the provisions of this cCode. Alternative materials and methods shall be permitted provided that the design complies with the intent of the cCode, and that such alternatives shall perform to protect health and safety for the intended purpose.*

Dual waste piping shall be installed to permit the discharge from clothes washers, bathtubs, showers, and bathroom/restroom wash basins to be used for a graywater irrigation system. Partial connection of plumbing fixtures to the graywater system, based on accepted engineering practices and required volume of water for irrigation, shall be accepted. Graywater systems shall be designed and installed in accordance with Chapter 15 and other parts of this Code.

Exceptions:

(1) Buildings with a graywater system, rain catchment system, or recycled water system.

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~~(2) Sites with landscape areas not exceeding 500 square feet.~~

~~(3) Projects where graywater systems are not permitted due to geological conditions.~~

~~(4) Additions and alterations that use the existing building drain.~~

SECTION 11. Section 601.2.3 is hereby added to read as follows:

~~601.2.3~~ Hot Water Recirculation Systems. ~~A hot water recirculation system shall be installed, as defined in Chapter 2, and shall not allow more than 0.6 gallons of water to be delivered to any fixture before hot water arrives. Hot water recirculation systems may include, but are not limited to, the following:~~

~~(1) Timer-initiated systems.~~

~~(2) Temperature sensor-initiated systems.~~

~~(3) Occupancy sensor-initiated systems.~~

~~(4) Smart hot water recirculation systems.~~

~~(5) Demand hot water recirculation systems.~~

~~(6) Other systems acceptable to the Authority Having Jurisdiction.~~

~~**Exception:** Minor additions and alterations as determined by the Authority Having Jurisdiction that use the existing water distribution pipe system and which does not contain a hot water recirculation system.~~

SECTION 12. Section 609.7 is hereby amended to read as follows:

609.7 Abutting Lot. Nothing contained in this ~~c~~Code shall be construed to prohibit the use of all or part of an abutting or adjacent lot or lots to:

. . .

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ITEM NO. 8.1

CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Kathy Tai, Dev. Services Manager

DATE: December 11, 2025

SUBJECT: Consideration of an Urgency Ordinance, Adopting by Reference the Los Angeles County Building Codes

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF

Background:

Every three years, the State of California Building Standards Commission ("BSC") adopts the California Building Standards Code ("Code"), which sets forth construction standards that must be followed Statewide. Pursuant to Health and Safety Code sections 17958 and 17958.5, cities and counties will automatically be subject to the Code 180 days after publication but may adopt

amendments so long as the amendments are reasonably necessary based on specific findings because of local climatic, geological, or topographical conditions. Since the County of Los Angeles ("County") provides building and safety services to the City and evaluates the Code for local climatic, geological, or topographical conditions the City typically adopts or considers the County's amendments. For developers, designers, and contractors, consistent standards across the County and the City can simplify the development process.

Discussion:

In January 2025, the BSC adopted the latest Code that includes requirements for building, existing building, electrical, mechanical, plumbing, and residential construction. The Code was published on July 1, 2025, and becomes effective on January 1, 2026. On November 25, 2025, the County adopted its amendments.

Historically, the City has adopted by reference the Los Angeles County amendments for building, existing building, electrical, mechanical, plumbing and residential codes. Attachment 1 of the Urgency Ordinance No. 840 U and Ordinance No. 839 provides a list of the County's recent amendments along with the climatic, geologic, and topographic conditions that substantiates each modification.

In short, the City agrees with the County's amendments as they aid building resilience in crisis situations. However, the County adopted certain amendments to the plumbing code that do not aid resilience and present increased costs to new developments. For these reasons, the County amendments related to the reuse of graywater, namely sections 206.0, 210.0-H, 304.1, and 601.2.3, have been excluded from the proposed ordinances. Exhibit 3 contains an excerpt of the County's plumbing amendments with sections 206.0, 210.0-H, 304.1, and 601.2.3 stricken out. Excluding these sections is consistent with the City's code adoption in 2022.

Due to the timing of the County finishing its amendments (November 25, 2025) and the effective date of the State Code (January 1, 2026), Staff recommends that the City Council adopt the County amendments as both an urgency ordinance, to take effect on January 1, 2026, and a regular ordinance, to ensure permanent codification. Otherwise, under the typical code adoption timelines, the State Code would apply to new projects submitted to the City from January 1, 2026, to when the County's amendments become effective (approximately February 7, 2026). In other words, there would be a lag period from when the State Code would apply, then not apply after about one month.

To proceed with adopting the 2025 California Building Codes with the Los Angeles County amendments, staff recommends the City Council approve Urgency Ordinance No. 840 U and Ordinance No. 839. Urgency Ordinance No. 840 U requires a 4/5th vote to pass and will be effective January 1, 2026, for a period not greater than 45 days. If Ordinance No. 839 is introduced, it will be brought back to the City Council for public hearing and adoption on January 8, 2026, and if adopted, will be effective on February 7, 2026.

The ordinances have been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

Fiscal Impact:

There is no fiscal impact related to the adoption of updated building standards.

Recommendation:

Staff recommends that the City Council: (1) open the public hearing; (2) take public testimony; (3) close the public hearing; (4) Waive the reading and read Urgency Ordinance No. 840 U by title only; and (5) adopt Urgency Ordinance No. 840 U, An Urgency Ordinance of the City Council of the City of Industry Adopting by Reference, Pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, Incorporating by Reference the California Building Code 2025 Edition; Title 28 of the Los Angeles County Plumbing Code, Incorporating by Reference the California Plumbing Code 2025 Edition; Title 27 of the Los Angeles County Electrical Code, Incorporating by Reference the California Electrical Code 2025 Edition; Title 29 of the Los Angeles County Mechanical Code, Incorporating by Reference the California Mechanical Code 2025 Edition; Title 30 of the Los Angeles County Residential Code, Incorporating by Reference the California Residential Code 2025 Edition; Title 33 of the Los Angeles County Existing Building Code, Incorporating by Reference the California Existing Building Code 2025 Edition; and Adopting Local Amendments Thereto, and Making Findings for Same, and Declaring the Urgency Thereof.

Exhibits:

1. Urgency Ordinance No. 840 U
2. Notice of Public Hearing
3. Notice of Exemption
4. Excerpt of County of Los Angeles Plumbing Code Amendments 2025 with sections 206.0, 210.0-H, 304.1, and 601.2.3 stricken out

EXHIBIT 1

Urgency Ordinance No. 840 U

[Attached]

URGENCY ORDINANCE NO. 840 U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council of the City of Industry (the "City") adopts this ordinance based upon the following findings and determinations:

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment 1, attached hereto and incorporated herein by reference, and as set forth in the Los Angeles County Code. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the high potential for seismic activity which make structures particularly vulnerable to structural damage, as well as local climatic, geological and/or topographical conditions in the County of Los Angeles.

(B) California State law requires localities, such as the City of Industry, to adopt the 2025 California Building Standards Code and any modifications there to, by January 1, 2026. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local geological conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will

be posed which would immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

SECTION 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act ("CEQA", Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and therefore the City Council approves and adopt the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

SECTION 3. Municipal Code Amendment.

Section 15.04.010 (Adoption of building code) of Chapter 15.04 (Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 26 Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Building Code, 2025 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Building Code, 2025 Edition, Title 26 of the Los Angeles County Code, or any amendment to the building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 4. Municipal Code Amendment.

Section 15.10.010 (Adoption of residential code) of Chapter 15.10 (Residential Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 30 Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Residential Code, 2025 Edition (Part 2.5 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Residential Code of the City of Industry.

B. In the event of any conflict between provisions of the California Residential Code, 2025 Edition, Title 30 of the Los Angeles County Code, or any amendment to the residential code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 30 of the Los Angeles County Code and the California Residential Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 5. Municipal Code Amendment.

Section 15.16.010 (Adoption of mechanical code) of Chapter 15.16 (Mechanical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 29 Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Mechanical Code, 2025 Edition (Part 4 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Mechanical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Mechanical Code, 2025 Edition, Title 29 of the Los Angeles County Code, or any amendment to the mechanical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 6. Municipal Code Amendment.

Section 15.20.010 (Adoption of electrical code) of Chapter 15.20 (Electrical Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 27 Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Electrical Code, 2025 Edition (Part 3 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Electrical Code of the City of Industry.

B. In the event of any conflict between provisions of the California Electrical Code, 2025 Edition, Title 27 of the Los Angeles County Code, or any amendment to the electrical code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 7. Municipal Code Amendment.

Section 15.24.010 (Adoption of plumbing code) of Chapter 15.24 (Plumbing Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 28 Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Plumbing Code, 2025 Edition (Part 5 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Plumbing Code of the City of Industry. Notwithstanding the foregoing, the following Sections of Title 28 Plumbing Code, of the Los Angeles County Code, are not part of the Plumbing Code of the City of Industry: Sections 206.0 (Demand Hot Water Recirculation System), 210.0-H (Hot Water Recirculation System), 304.1 (General), and 601.2.3 (Hot Water Recirculation Systems).

B. In the event of any conflict between provisions of the California Plumbing Code, 2025 Edition, Title 28 of the Los Angeles County Code, or any amendment to the Plumbing Code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 8. Municipal Code Amendment.

Section 15.30.010 (Adoption of Existing Building Code) of Chapter 15.30 (Existing Building Code) of Title 15 (Buildings and Construction) is hereby amended to read in its entirety as follows:

A. Except as hereinafter provided, Title 33 Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2026, adopting the California Existing Building, 2025 Edition (Part 10 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Existing Building Code of the City of Industry.

B. In the event of any conflict between provisions of the California Existing Building Code, 2025 Edition, Title 33 of the Los Angeles County Code, or any amendment to the existing building code, as set forth in the City of Industry Municipal Code, the provisions contained in the City of Industry Municipal Code shall control.

C. A copy of Title 33 of the Los Angeles County Code and the California Existing Building Code, 2025 Edition, have been deposited in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

SECTION 9. Urgency Ordinance.

Based on the findings set forth in Section 1, above, this ordinance is an urgency ordinance pursuant to Government Code Section 36937, and pursuant to the authority granted to the City in Article 11, Section 7 of the California Constitution, and is for the immediate preservation of the public peace, health and welfare. In the absence of legislation effective by January 1, 2026, technical building codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents. This ordinance shall take effect on January 1, 2026 by a 4/5th vote of City Council. This ordinance will terminate upon a determination by the City Council supported by substantial evidence that the threat to the public health, safety, and welfare described in Section 1 of this ordinance has been ameliorated, or by the adoption of ordinance or amendments extending or superseding this ordinance.

SECTION 9. Clerical Errors.

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

SECTION 10. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 11. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

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

ATTACHMENT NO. 1 TO URGENCY ORDINANCE NO. 840 U

Building Code Amendments

[Attached]

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
113.5, 113.5.1, 113.5.2	Administrative	This is an administrative amendment to clarify that structures meeting the conditions specified and affected by the 2025 Eaton and Palisades fire are not required under the Alquist-Priolo Act to conduct an active fault study.
701A.1 701A.2	Climatic	Clarifies the application of Chapter 5 of the California Wildland Interface Code to harden additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3 701A.5 701A.6	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
701A.7	Climatic	Disallows the use of Class B wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
1031.2.1	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.

Code Section	Condition	Explanation of Amendment
Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.8 and 1613.8.1	Geological	Observed damages to one- and two-family dwellings of light frame construction after the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of construction and incorporate lesson learned from studies after the Northridge Earthquake, the proposed modification to ASCE 7-22, Section 12.2.3.1, Exception 3, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.8.2	Geological	A joint Structural Engineers Association of Southern California (SEAOSC), Los Angeles County and Los Angeles City Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was concluded at that time that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, there was a need to limit subdiaphragm allowable shear loads to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force while taking into consideration the improved performances and standards for diaphragm construction today, this proposal increases the

Code Section	Condition	Explanation of Amendment
		continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75% of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf and is deemed appropriate and acceptable. Due to the frequency of this type of failure during the past significant earthquakes, various jurisdictions within the Los Angeles region have taken this additional step to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.8.3	Geological	The inclusion of the importance factor in the referenced Section equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, police, and fire stations from adjoining structures. The proposal to omit the importance factor from the referenced equation in Section 12.8.6 will ensure that a safe seismic separation distance is provided. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.9	Geological Topographical	Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the greater Los Angeles/Long Beach region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a

Code Section	Condition	Explanation of Amendment
		continuation of an amendment adopted during previous code adoption cycles.
1613.10	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. The proposed modification requiring safe design and construction requirements for ceiling suspension systems to resist seismic loads is intended to minimize the amount of damage within a building and therefore needs to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Building Code.
1704.6	Geological Administrative	The language in section 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.

Code Section	Condition	Explanation of Amendment
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in section 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.13	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.13, Item 3, of the California Building Code would permit many

Code Section	Condition	Explanation of Amendment
		detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.

Code Section	Condition	Explanation of Amendment
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1807.2	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment

Code Section	Condition	Explanation of Amendment
		is a continuation of an amendment adopted during previous code adoption cycles.
1807.3.1	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.

Code Section	Condition	Explanation of Amendment
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or

Code Section	Condition	Explanation of Amendment
		eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1905.1	Geological	This amendment is intended to carry over critical provisions for the design of concrete columns in moment frames from the legacy 1997 Uniform

Code Section	Condition	Explanation of Amendment
		Building Code. Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the legacy 1997 Uniform Building Code a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls in being included in the seismic load resisting system, since their failure could have catastrophic effect on the building. Furthermore, this amendment was incorporated in the code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs have been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick topping slab to prevent buckling of such reinforcements. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.6.2	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.8 through 1905.10	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform

Code Section	Condition	Explanation of Amendment
		Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.2 and Table 2304.10.2	Geological	Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar

Code Section	Condition	Explanation of Amendment
		amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.3.1	Geological	The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.2.8	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls,

Code Section	Condition	Explanation of Amendment
		when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and

Code Section	Condition	Explanation of Amendment
		is necessary due to the increased risk of significant earthquakes in the County.
2306.2 2306.3 2307.2 2308.10.5.1 2308.10.5.2 Figure 2308.10.5.1 and Figure 2308.10.5.2	Geological	The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E, and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the greater Los Angeles/Long Beach region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the

Code Section	Condition	Explanation of Amendment
		undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.10.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B, or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.10.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code

Code Section	Condition	Explanation of Amendment
		adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2308.10.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
3114;	Climatic, Geologic	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. The region is further impacted by construction of buildings and structures utilizing traditional construction materials that impact the amount of energy, air quality, greenhouse gas emission and construction waste in the area. The proposed amendment addresses structural design requirements specific to intermodal shipping containers, reduce environmental impact of unused and unrecycled intermodal shipping containers, and increase sustainability by reducing consumption of traditional construction materials. The proposed modification needs to be incorporated into the code

Code Section	Condition	Explanation of Amendment
		to assure that new buildings and additions to existing buildings utilizing intermodal shipping containers are designed and constructed in accordance with the scope and objectives of the California Building Code and California Green Building Standards Code
Appendix C	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various agricultural and animal husbandry establishments. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation, particularly the rural areas, which are often used for agricultural purposes. Furthermore, the greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. Due to the need for agricultural buildings to perform appropriately in the County due to its geology and climate, adoption of building standards for such structures is required.
Appendix H	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The Los Angeles region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. In addition, weather events occur seasonally with high winds such as the Santa Ana Winds. Due to the need for signs to perform well in the County due to its climate and geology, adoption of building standards for signs is required.
H103.1	Geologic, Administrative, Voluntary	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a

Code Section	Condition	Explanation of Amendment
	appendix	vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that signs are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H103.2	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that sign projections and clearances are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H104.1	Geologic, Voluntary appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, similar to or exceeding the geologic activities occurring during the 1994 Northridge Earthquake. Due to the risk of geologic activities in the Southern California area, buildings and structures require a high level of performance, which is directly proportional to the weight of a structure. By adding the weight of a sign to the identification placard, it will improve the ability to provide structural verification in the event of damage or future modifications.
H105.1	Administrative, Voluntary appendix	The amendment provides a cross reference to Chapter 24 for user convenience.

Code Section	Condition	Explanation of Amendment
H106.1, H106.2	Administrative, Voluntary appendix	This change corrects a call out from the model electrical code to the relevant local electrical code and clarifies that a separate electrical permit is required for user convenience.
H110.1	Climatic, Voluntary appendix	Due to the potential for severe local weather conditions with torrential rain, it is necessary to clarify that no portions of the roof sign and supporting members may interfere with proper roof drainage to prevent the potential for roof collapse due to water accumulation.
H116	Climatic, Voluntary appendix	Due to the potential for severe local weather with high speed winds and hot, dry conditions, it is necessary that the most recent test standards as specified in Chapter 35 are adopted in lieu of the older test standards specified in Section H116. This ensures that the risk from fires is minimized.
J101.1 to J101.9	Geological Topographical Climatic	Sections revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J101.10	Geological Topographical Climatic	Section revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climatic	Sections revised to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J104.2.1 – J104.4	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and

Code Section	Condition	Explanation of Amendment
		geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J105.1-J105.14	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J106.1	Geological Topographical Climatic	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J107.1-J107.7	Geological Topographical Climatic	Sections revised to provide more stringent fill requirements for slope stability and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J107.8 – J107.9	Geological Topographical Climatic	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J108.1 – J108.4	Geological Topographical Climatic	Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J109.1 – J109.3	Geological Topographical Climatic	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J109.5	Geological Topographical Climatic	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.

Code Section	Condition	Explanation of Amendment
J110.1 - J110.8.5	Geological Topographical Climatic	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J111	Geological Topographical Climatic	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
Appendix Q Q101.1, Q102.1, Q103.1, Q103.4, Q107.1	Administrative, Voluntary appendix Climatic Geologic Topographical	Adoption of this appendix is necessary because strict compliance with State and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis, local emergency or state of emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.
Q106.1	Climatic	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.
Q110.1.1, Q110.1.2	Administrative	These sections are a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor enacting a more restrictive requirement. To the extent findings are requested, see prefatory language in this Section.
Q110.3	Climatic, Voluntary	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather

Code Section	Condition	Explanation of Amendment
	appendix	conditions, with extreme temperatures or torrential rain, the distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

RESIDENTIAL CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D_0, D_1, D_2, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.
R301.1.5	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the

Code Section	Condition	Explanation of Amendment
		Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.

Code Section	Condition	Explanation of Amendment
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1 R337.1.2	Climatic	Clarifies the application of Chapter 5 of the California Wildland Interface Code to harden additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3 R337.1.5 R337.1.6	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
R337.1.7	Climatic	Disallows the use of Class B wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones in order to further harden residential buildings against fire risk.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could

Code Section	Condition	Explanation of Amendment
		become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.
R403.1.2 R403.1.3.6 R403.1.5 Figure R403.1.5	Climatic Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.
R404.2	Climatic Geological	No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically

Code Section	Condition	Explanation of Amendment
		accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.
R501.2	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.6.

Code Section	Condition	Explanation of Amendment
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.
R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and

Code Section	Condition	Explanation of Amendment
		objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.
Table R602.10.3(3)	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster, or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.
Table R602.10.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear

Code Section	Condition	Explanation of Amendment
		panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.
Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.3 of AWC SDPWS-2021.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural

Code Section	Condition	Explanation of Amendment
		integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 25.5 of ACI 318-19.
Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.7.1 of the California Building Code.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D_0, D_1, or D_2, or on townhouses in Seismic Design Category C.
R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls helps to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details

Code Section	Condition	Explanation of Amendment
		to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.6.
R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
Appendix BJ BJ106.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the limited seismic performance information on strawbale construction, this amendment is intended to limit the higher risk strawbale construction poses in a high seismic region.
Appendix CJ CJ101.1, CJ102.1, CJ103.1, CJ103.4, CJ107.1	Administrative, Climatic, Geologic, Topographical	Adoption of this appendix is necessary because strict compliance with state and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis or other emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.
CJ106.1	Climatic	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.

Code Section	Condition	Explanation of Amendment
CJ110.1.1, CJ110.1.2	Administrative	These sections are simply a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor enacting a more restrictive requirement. To the extent findings are requested, see prefatory language in this Section.
CJ110.3	Climatic	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather conditions, with extreme temperatures or torrential rain, the distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

MECHANICAL CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.7.1.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

PLUMBING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
Section 304.1	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Sections 601.2.3	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).

Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

Appendix T	Climatic and Topographical	To establish requirements for conservation and disposal of swimming pool water to minimize evaporation and topographical impacts.
Appendix U	Climatic	To establish requirements for solar thermal energy systems based on provisions in the Uniform Solar, Hydronics and Geothermal Code (USHGC), which is developed by the International Association of Plumbing and Mechanical Officials. The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. Standards to regulate the installation of solar thermal energy systems will facilitate safe and efficient installations of these systems to improve local air quality, thereby improving the health of the County's residents, businesses and visitors.

EXISTING BUILDING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
302.6.1 to 302.6.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.
302.7	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.
A401.2	Geologic, Administrative, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures.
A404.1	Administrative, Geologic, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures. Due to these factors, the County requires a licensed architect or engineer stamp and approval of the construction documents.

EXHIBIT 2

Notice of Public Hearing

[Attached]

CITY OF INDUSTRY

CITY OF INDUSTRY
CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Industry will hold a public hearing on Thursday, December 11, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 15651 Mayor Dave Way, City of Industry, California, to consider the following matter:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2025 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2025 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2025 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2025 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2025 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE 2025 EDITION; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF, AND ADOPTING A NOTICE OF EXEMPTION REGARDING SAME

A copy of all relevant material regarding the proposed ordinance is on file in the Office of the City Clerk at City Hall, 15625 Mayor Dave Way, City of Industry, CA 91744. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Industry, at City Hall, at the addresses listed above. All comments must be received at, or prior to, the date and time of the hearing listed above.

If you challenge the nature of the proposed ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Industry at, or prior to, the public hearing.

Julie Gutierrez-Robles
City Clerk, City of Industry

EXHIBIT 3

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 Mayor Dave Way, Suite 100
City of Industry, CA 91744

Project Title: Citywide Urgency Ordinance Adopting the Los Angeles County Building, Plumbing, Electrical, Mechanical, Residential, and Existing Building Codes

Project Location - Specific: Citywide

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

Description of Project: The project consists of the adoption of an urgency ordinance of the City Council of the City of Industry, California adopting by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2025 Edition; Title 28 of the Los Angeles County Plumbing Code, incorporating by reference the California Plumbing Code 2025 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2025 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2025 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2025 Edition; Title 33 of the Los Angeles County Existing Building Code, incorporating by reference the California Existing Building Code 2025 Edition.

Name of Public Agency Approving Project: City Council, 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:* 15061 Class (b)(3)
☐ Statutory Exemptions. *State code number:*

Reasons why project is exempt: Pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Adoption of the ordinance does not have any effect on the environment, as it does not approve any development, and all future development projects will undergo the requisite level of review under CEQA.

Lead Agency
Contact Person: Bing Hyun Telephone: (626) 333-2211

Signature: _____ Date: 12-11-25

Title: Assistant City Manager

EXHIBIT 4

Excerpt of County of Los Angeles Plumbing Code Amendments 2025 with sections 206.0, 210.0-H, 304.1, and 601.2.3 stricken out

[Attached]

Except as hereinafter changed or modified, Chapters 2 through 17 and Appendices A, B, D, H, I, and J, of that certain Plumbing Code known and designated as the ~~2022~~2025 California Plumbing Code as published by the California Building Standards Commission, are adopted and incorporated by reference into this Title 28 of the Los Angeles County Code as if fully set forth below, and shall be known as Chapters 2 through 17, and Appendices A, B, D, H, I, and J, of Title 28 of the Los Angeles County Code.

A copy of the ~~2022~~2025 California Plumbing Code shall be at all times maintained by the Chief Plumbing Inspector for use and examination by the public.

. . .

SECTION 3. Section 204.0 is hereby amended to read as follows:

204.0 – B –

. . .

Building Code. The most recent edition of Title 26 of the Los Angeles County Code.

. . .

SECTION 4. Section 206.0 is hereby amended to read as follows:

~~**206.0**~~ **– D –**

. . .

~~**Demand Hot Water Recirculation System**. A hot water recirculation system requiring manual activation and equipped with a thermostat that will automatically shut off the recirculation pump when the water temperature reaches a preset level at the~~

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~~point of use.~~

. . .

SECTION 5. Section 207.0 is hereby amended to read as follows:

207.0 – E –

. . .

Electrical Code. The most recent edition of Title 27 of the Los Angeles County Code.

. . .

SECTION 6. Section 210.0 is hereby amended to read as follows:

~~**210.0 – H –**~~

. . .

~~**Hot Water Recirculation System**. A hot water distribution system that reduces the time needed to deliver hot water to fixtures that are distant from the water heater, boiler, or other water heating equipment. The recirculation system is comprised of hot water supply and return piping with shutoff valves, balancing valves, and circulating pumps, and a method of controlling the circulating system.~~

. . .

SECTION 7. Section 215.0 is hereby amended to read as follows:

215.0 – M –

. . .

Mechanical Code. The most recent edition of Title 29 of the Los Angeles County Code.

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. . .

SECTION 8. Section 301.2.2 is hereby amended to read as follows:

301.2.2 Standards. Standards listed or referred to in this ~~c~~Chapter or other chapters cover materials that will conform to the requirements of this ~~c~~Code, where used in accordance with the limitations imposed in this or other chapters thereof and their listing. Where a standard covers materials of various grades, weights, quality, or configurations, the portion of the listed standard that is applicable shall be used. Design and materials for special conditions or materials not provided for herein shall be permitted to be used only by special permission of the Authority Having Jurisdiction after the Authority Having Jurisdiction has been satisfied as to their adequacy. A list of plumbing standards that appear in specific sections of this ~~c~~Code is referenced in Table 1701.1. Standards referenced in Table 1701.1 shall be applied as indicated in the applicable referenced section. A list of additional approved standards, publications, practices, and guides that are not referenced in specific sections of this ~~c~~Code appear in Table 1701.2. Solar thermal energy systems and material standards are referenced in Tables S 18.1 and S 18.2 of Appendix S. ~~An~~IAPMO Installation Standards ~~is~~are referenced in Appendix I for the convenience of the users of this ~~c~~Code. It is not considered as a part of this ~~c~~Code unless formally adopted as such by the Authority Having Jurisdiction.

SECTION 9. Section 301.3 is hereby amended to read as follows:

301.3 Alternate Materials and Methods of Construction ~~Equivalency~~ and Modifications.

301.3.1 Alternate Materials and Methods of Construction.

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Nothing in this ~~c~~Code is intended to prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by this ~~c~~Code. Technical documentation shall be submitted to the Authority Having Jurisdiction to demonstrate equivalency prior to installation. The Authority Having Jurisdiction shall have the authority to approve or disapprove the system, method, or device for the intended purpose on a case-by-case basis. [HCD 1] (See Section 1.8.7).

. . .

301.3.1.1 Testing.

. . .

301.3.1.1.1 Tests.

. . .

301.3.1.~~2~~.1.2 Request by Authority Having Jurisdiction.

. . .

301.3.2 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Authority Having Jurisdiction shall have the authority to grant modifications on a case-by-case basis, upon application of the owner or the owner's authorized agent, provided the Authority Having Jurisdiction shall first find that a special individual reason makes the strict letter of this Code impractical, that the modification is in conformity with the spirit and purpose of this Code, and that such modification does not lessen any health, fire-protection, or other life-safety-related requirements. The details of any action granting modifications shall

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be recorded and entered in the files of the Authority Having Jurisdiction. Application for approval of a modification shall be in accordance with Section 103.12.2.

SECTION 10. Section 304.1 is hereby amended to read as follows:

304.1 General. Plumbing fixtures, drains, appurtenances, and appliances, used to receive or discharge liquid wastes or sewage, shall be connected properly to the drainage system of the building or premises, in accordance with the requirements of this cCode.

Exception: *[HCD 1] Limited-density owner-built rural dwellings. Where conventional plumbing, in all or in part, is installed within the structure, it shall be installed in accordance with the provisions of this cCode. Alternative materials and methods shall be permitted provided that the design complies with the intent of the cCode, and that such alternatives shall perform to protect health and safety for the intended purpose.*

Dual waste piping shall be installed to permit the discharge from clothes washers, bathtubs, showers, and bathroom/restroom wash basins to be used for a graywater irrigation system. Partial connection of plumbing fixtures to the graywater system, based on accepted engineering practices and required volume of water for irrigation, shall be accepted. Graywater systems shall be designed and installed in accordance with Chapter 15 and other parts of this Code.

Exceptions:

(1) Buildings with a graywater system, rain catchment system, or recycled water system.

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~~(2) Sites with landscape areas not exceeding 500 square feet.~~

~~(3) Projects where graywater systems are not permitted due to geological conditions.~~

~~(4) Additions and alterations that use the existing building drain.~~

SECTION 11. Section 601.2.3 is hereby added to read as follows:

~~**601.2.3**~~ **Hot Water Recirculation Systems.** ~~A hot water recirculation system shall be installed, as defined in Chapter 2, and shall not allow more than 0.6 gallons of water to be delivered to any fixture before hot water arrives. Hot water recirculation systems may include, but are not limited to, the following:~~

~~(1) Timer-initiated systems.~~

~~(2) Temperature sensor-initiated systems.~~

~~(3) Occupancy sensor-initiated systems.~~

~~(4) Smart hot water recirculation systems.~~

~~(5) Demand hot water recirculation systems.~~

~~(6) Other systems acceptable to the Authority Having Jurisdiction.~~

~~**Exception:** Minor additions and alterations as determined by the Authority Having Jurisdiction that use the existing water distribution pipe system and which does not contain a hot water recirculation system.~~

SECTION 12. Section 609.7 is hereby amended to read as follows:

609.7 Abutting Lot. Nothing contained in this ~~c~~Code shall be construed to prohibit the use of all or part of an abutting or adjacent lot or lots to:

. . .

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