



CITY COUNCIL REGULAR MEETING AGENDA

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

MARCH 26, 2026 AT 9:00 AM

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: 244 802 320 894 16

Meeting Passcode: Rr3ap7GK

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 919 126 908#

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 March 26, 2026

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

- 6.2. Consideration of the Minutes of the August 14, 2025 Regular Meeting, October 7, 2025 Special Meeting, November 18, 2025 Special Meeting, December 11, 2025 Special Meeting and January 15, 2026 Special Meeting

RECOMMENDED ACTION: Approve as submitted.

- 6.3. Consideration of the 2025 Housing Element Annual Progress Report

RECOMMENDED ACTION: Receive and file the Housing Element Annual Progress Report for 2025, 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, 2026, as required by State law.

- 6.4. Consideration of Amendment No. 3 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 3a and adopt a Notice of Exemption regarding the same

RECOMMENDED ACTION: Approve the Amendment.

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

RECOMMENDED ACTION: Approve the Extension.

- 6.6. Consideration of Amendment No. 4 to the Professional Services Agreement with Sage Environmental Group LLC, for on-call biological monitoring support services, extending the term through March 31, 2029, and revising the rate schedule

RECOMMENDED ACTION: Approve the Amendment

- 6.7. Consideration and Discussion of a Citywide Bus Shelter Design
RECOMMENDED ACTION: Provide direction to staff
- 6.8. Consideration of a Professional Services Agreement with Kana Subsurface Engineering, to provide utility location and potholing services in an amount not to exceed \$71,098.00, through March 25, 2027
RECOMMENDED ACTION: Approve the Amendment
- 6.9. Ratification of a License Agreement with Johann-Ren Collantes for Access to 19001 Tonner Canyon Road, for temporary use for filming
RECOMMENDED ACTION: Approve the Agreement.
- 6.10. Consideration of a Construction and Maintenance Agreement with Southern California Regional Rail Authority (SCRRA) and San Gabriel Valley Council Of Governments (SGVCOG), for the railroad crossing at Temple Avenue north of Valley Boulevard (MP 09-15)
RECOMMENDED ACTION: Approve the Agreement

7. ACTION ITEMS-NONE

8. PUBLIC HEARINGS - NONE

9. CLOSED SESSION

- 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. E-Ho One, LLC, et al
Los Angeles County Superior Court Case No. 25STCV03695
- 9.4. 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

- 9.5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Puente Hills Community Preservation Association, *et al.* v. City of Industry, *et al.*
Los Angeles County Superior Court Case No. 26STCP01080
- 9.6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1) Case: City of Industry v. San Gabriel Valley Water and Power, LLC, *et al.* Los Angeles County Superior Court Case No. 19STCV1015
- 9.7. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) One potential case

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, April 9, 2026, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
 AUTHORIZATION FOR PAYMENT OF BILLS
 CITY COUNCIL MEETING OF MARCH 26, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,157,088.76
103	PROP A FUND	6,359.59
107	MEASURE W FUND	59,051.00
120	CAPITAL IMPROVEMENTS	311,500.57
TOTAL ALL FUNDS		3,533,999.92

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOOUNT	7,086.35
PROP/A	PROP A - CKING ACCOUNT	6,359.59
M/W	MEASURE W - CKING ACCOUNT	59,051.00
WFBK	GENERAL OVERRIDE BOND	154,714.34
WFBK	WELLS FARGO - CKING ACCOUNT	3,306,788.64
TOTAL ALL BANKS		3,533,999.92

APPROVED PER CITY MANAGER

DATE



3/19/26

**CITY OF INDUSTRY
BANK OF AMERICA
March 26, 2026**

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

WT1463	03/10/2026		\$7,086.35
	Invoice	Date	Description
	2/14/26-2/27/26	03/10/2026	PARS CONTRIBUTIONS FOR 2/14/26-2/27/26
			\$7,086.35

Checks	Status	Count	Transaction Amount
	Total	1	\$7,086.35

**CITY OF INDUSTRY
PROP A
March 26, 2026**

Check	Date			Payee Name	Check Amount
PROPA.CHK - Prop A Checking					
90763	03/26/2026			INDUSTRY SECURITY SERVICES	\$5,704.00
	Invoice	Date	Description	Amount	
	SG-ML-2080	03/06/2026	SECURITY SVC-METROLINK	\$2,852.00	
	SG-ML-2081	03/13/2026	SECURITY SVC-METROLINK	\$2,852.00	
90764	03/26/2026			JANUS PEST MANAGEMENT	\$75.00
	Invoice	Date	Description	Amount	
	292838	03/10/2026	PEST SVC-METROLINK	\$75.00	
90765	03/26/2026			VALLEY VISTA SERVICES, INC	\$580.59
	Invoice	Date	Description	Amount	
	3493675	03/01/2026	DISP SVC-METROLINK	\$580.59	

Checks	Status	Count	Transaction Amount
	Total	3	\$6,359.59

**CITY OF INDUSTRY
MEASURE W
March 26, 2026**

Check	Date	Payee Name		Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking				
300201	03/26/2026	ANNEALTA GROUP		\$57,341.00
	Invoice	Date	Description	Amount
	497-3762	03/09/2026	STORMWATER COMPLIANCE-FEB 2026	\$57,341.00
300202	03/26/2026	CASC ENGINEERING AND CONSULTIN		\$1,710.00
	Invoice	Date	Description	Amount
	54722	01/31/2026	NPDES CONSULTING SVC	\$1,710.00

Checks	Status	Count	Transaction Amount
	Total	2	\$59,051.00

**CITY OF INDUSTRY
WELLS FARGO GENERAL OVERRIDE BOND
March 26, 2026**

Check	Date	Payee Name	Check Amount
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CITY.WF.GOB - City GOB Override Wells Fargo

700005	03/26/2026		SEQUEL CONTRACTORS, INC	\$154,714.34
	Invoice	Date	Description	Amount
	#4CITY-1528R	03/01/2026	ANNUAL PAVEMENT REHABILITATION FY 23	\$162,857.20

Checks	Status	Count	Transaction Amount
	Total	1	\$154,714.34

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
85488	07/10/2025	03/11/2026	SAN GABRIEL VALLEY LGBTQ CENTE	(\$3,500.00)
	Invoice	Date	Description	Amount
			VOIDED CK-CK NEVER RECEIVED	
	7/1/2025	07/01/2025	SPONSORSHIP-BRUNCH BY THE BRIDGE EVENT	(\$3,500.00)
86240	11/27/2025	03/18/2026	ACTUM-E, LLC	(\$34,750.62)
	Invoice	Date	Description	Amount
			VOIDED CK-CK NEVER RECEIVED	
	202510-0256	10/31/2025	MEDIA/SPECIAL EVENTS CONSULTING/REIMBURSABL	(\$34,750.62)
86666	02/12/2026	03/18/2026	ACTUM-E, LLC	(\$16,000.00)
	Invoice	Date	Description	Amount
			VOIDED CK-CK NEVER RECEIVED	
	202601-0195	01/30/2026	MEDIA/REIMBURSABLE EXPENSES-JAN 2026	(\$16,000.00)

Checks	Status	Count	Transaction Amount
	Total	3	(\$54,250.62)

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86925	03/11/2026		DIRECTV - FOR BUSINESS	\$107.00
	Invoice	Date	Description	Amount
	034740128X260301	03/01/2026	RSN/TV ACCESS FEES	\$107.00
86926	03/11/2026		FEDERAL EXPRESS CORP.	\$61.75
	Invoice	Date	Description	Amount
	9-203-99191	03/06/2026	MESSENGER SVC	\$61.75
86927	03/11/2026		L A COUNTY REGISTRAR-RECORDER/	\$75.00
	Invoice	Date	Description	Amount
	3/6/2026	03/06/2026	FILING FEE-NOTICE OF DETERMINATION FOR 19722 B1	\$75.00
86928	03/11/2026		QUADIENT FINANCE USA, INC.	\$499.44
	Invoice	Date	Description	Amount
	2/12/2026	02/12/2026	POSTAGE REFILL-FINANCE DEPT	\$499.44
86929	03/11/2026		SAN GABRIEL VALLEY LGBTQ CENTE	\$3,500.00
	Invoice	Date	Description	Amount
	7/1/2025	07/01/2025	SPONSORSHIP-BRUNCH BY THE BRIDGE EVENT	\$3,500.00
86930	03/11/2026		TPX COMMUNICATIONS	\$4,768.70
	Invoice	Date	Description	Amount
	189623188-0	02/28/2026	INTERNET SVC-CITY HALL/METRO SOLAR	\$4,768.70
86931	03/11/2026		TPX COMMUNICATIONS	\$710.22
	Invoice	Date	Description	Amount
	189606304-0	02/28/2026	TEL/INTERNET-HOMESTEAD	\$710.22

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86932	03/11/2026		AT & T	\$358.00
	Invoice	Date	Description	Amount
	8644762119	02/23/2026	1/19-2/18/26 SVC-600 S BREA CYN-METROLINK	\$358.00
86933	03/11/2026		FRONTIER	\$113.83
	Invoice	Date	Description	Amount
	2026-00001447	02/19/2026	2/19-3/18/26 SVC-FOLLOW'S CAMP	\$113.83
86934	03/11/2026		LA PUENTE VALLEY COUNTY WATER	\$1,854.63
	Invoice	Date	Description	Amount
	2026-00001439	03/01/2026	12/15-2/17/26 SVC-15660 STAFFORD ST	\$366.45
	2026-00001440	03/01/2026	12/15-2/17/26 SVC-15625 STAFFORD ST	\$613.98
	2026-00001441	03/01/2026	12/15-2/17/26 SVC-15625 STAFFORD ST	\$137.26
	2026-00001442	03/01/2026	12/15-2/17/26 SVC-15414 DON JULIAN RD	\$406.85
	2026-00001443	03/01/2026	12/15-2/17/26 SVC-15414 DON JULIAN (IRR)	\$330.09
86935	03/11/2026		SAN GABRIEL VALLEY WATER CO.	\$254.66
	Invoice	Date	Description	Amount
	2026-00001444	02/26/2026	1/28-2/25/26 SVC-IRRIG SALT LAKE/SEVENTH	\$254.66
86936	03/11/2026		SOCALGAS	\$150.84
	Invoice	Date	Description	Amount
	2026-00001437	02/25/2026	1/22-2/23/26 SVC-15415 E DON JULIAN	\$135.97
	2026-00001438	02/24/2026	1/21-2/20/26 SVC-13756 VALLEY BLVD	\$14.87
86937	03/11/2026		SOUTHERN CALIFORNIA EDISON	\$5,411.11

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2026-00001428	02/27/2026	1/28-2/26/26 SVC-205 N HUDSON AVE	\$313.09
	2026-00001429	02/23/2026	1/5-2/22/26 SVC-VARIOUS SITES	\$982.13
	2026-00001430	02/24/2026	1/21-2/19/26 SVC-1015 NOGALES ST	\$1,179.81
	2026-00001431	02/25/2026	1/26-2/24/26 SVC-VARIOUS SITES	\$237.30
	2026-00001432	02/25/2026	1/22-2/22/26 SVC-575 BREA CYN RD	\$17.20
	2026-00001433	02/25/2026	1/26-2/24/26 SVC-VARIOUS SITES	\$1,531.37
	2026-00001434	02/23/2026	1/22-2/22/26 SVC-1004 U FAIRWAY DR	\$1,135.23
	2026-00001435	02/23/2026	1/22-2/22/26 SVC-21380 VALLEY BLVD-PED	\$14.98
86938	03/11/2026		SOUTHERN CALIFORNIA EDISON	\$1,187.09
	Invoice	Date	Description	Amount
	2026-00001436	02/27/2026	1/28-2/26/26 SVC-15530 STAFFORD ST	\$1,187.09
86939	03/11/2026		SUBURBAN WATER SYSTEMS	\$272.08
	Invoice	Date	Description	Amount
	2026-00001445	02/23/2026	1/23-2/19/26 SVC-AZUSA & GEMINI	\$272.08
86940	03/11/2026		T-MOBILE	\$325.87
	Invoice	Date	Description	Amount
	IN149-2759	03/02/2026	3/1-3/31/26 SVC-TONNER GUARD SHACK	\$20.87
	2026-00001446	02/26/2026	1/21-2/20/26 SVC-TONNER GUARD SHACK	\$305.00
86941	03/18/2026		BCN TELECOM, INC.	\$197.95
	Invoice	Date	Description	Amount
	24060768	03/15/2026	PHONE LINE FOR ELEVATOR-CITY HALL	\$197.95

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86942	03/18/2026		FEDERAL EXPRESS CORP.	\$77.71
	Invoice	Date	Description	Amount
	9-212-61411	03/13/2026	MESSENGER SVC	\$77.71
86943	03/18/2026		GRANITE TELECOMMUNICATIONS, LL	\$425.59
	Invoice	Date	Description	Amount
	737082622	03/01/2026	PHONE SVC FOR FIRE ALARMS-HOMESTEAD	\$425.59
86944	03/18/2026		L A COUNTY REGISTRAR-RECORDER	\$25.00
	Invoice	Date	Description	Amount
	3/12/2026	03/12/2026	FILING FEE-NOTICE OF EXEMPTION FOR CIP SD 19 04	\$25.00
86945	03/18/2026		MUTUAL OF OMAHA - PAYMENT PROC	\$1,012.50
	Invoice	Date	Description	Amount
	2/27/2026	02/27/2026	LIFE INSURANCE PREMIUM-JOSH (APR-JUN 2026)	\$1,012.50
86946	03/18/2026		ODP BUSINESS SOLUTIONS, LLC	\$588.74
	Invoice	Date	Description	Amount
	40888448	02/23/2026	OFFICE SUPPLIES	\$588.74
86947	03/18/2026		PURCHASE POWER	\$406.00
	Invoice	Date	Description	Amount
	3/5/2026	03/05/2026	POSTAGE REFILL ON 2/5/26 & 2/17/26	\$406.00
86948	03/18/2026		AT & T	\$8.65
	Invoice	Date	Description	Amount
	2026-00001469	03/01/2026	3/1-3/31/26 SVC-CITY WHITE PGS LISTING	\$8.65

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
86949	03/18/2026		AT & T	\$703.33
	Invoice	Date	Description	Amount
	6905903117	02/28/2026	3/1-3/28/26 SVC-METROLINK T1 CIRCUIT	\$703.33
86950	03/18/2026		FRONTIER	\$4,032.51
	Invoice	Date	Description	Amount
	2026-00001450	03/03/2026	3/3-4/2/26 SVC-600 S BREA CYN RD METRO	\$846.39
	2026-00001451	03/02/2026	3/2-4/1/26 SVC-1015 NOGALES ST	\$78.39
	2026-00001452	03/01/2026	3/1-3/31/26 SVC-VARIOUS SITES	\$2,191.41
	2026-00001453	03/02/2026	3/2-4/1/26 SVC-IH GOLF COURSE FUEL PUMP	\$169.49
	2026-00001454	03/02/2026	3/2-4/1/26 SVC-15415 DON JULIAN RD	\$746.83
86951	03/18/2026		LA PUENTE VALLEY COUNTY WATER	\$25,911.85
	Invoice	Date	Description	Amount
	2026-00001535	03/01/2026	2/4-2/27/26 SVC-220 HACIENDA BLVD	\$27.65
	2026-00001536	03/01/2026	2/4-2/17/26 SVC-220 HACIENDA BLVD	\$31.69
	2026-00001537	03/01/2026	12/15-2/17/26 SVC-1 AZUSA WAY (IRRI)	\$1,006.73
	2026-00001538	03/01/2026	12/15-2/17/26 SVC-285 HACIENDA BLVD (IRRI)	\$177.66
	2026-00001539	03/01/2026	12/15-2/17/26 SVC-HACIENDA & STAFFORD ST (I)	\$738.13
	2026-00001540	03/01/2026	12/15-2/17/26 SVC-HACIENDA & STAFFORD (IRR)	\$629.05
	2026-00001541	03/01/2026	12/15-2/17/26 SVC-211 HACIENDA BLVD (IRRI)	\$185.74
	2026-00001542	03/01/2026	12/15-2/17/26 SVC-HUDSON AVE (IRRI)	\$835.09
	2026-00001543	03/01/2026	12/15-2/17/26 SVC-STAFFORD ST (IRRI)	\$919.93
	2026-00001544	03/01/2026	12/15-2/17/26 SVC-220 HACIENDA BLVD (IRRI)	\$778.53
	2026-00001545	03/01/2026	12/15-2/17/26 SVC-NELSON AVE (IRRI)	\$2,208.69
	2026-00001546	03/01/2026	12/15-2/17/26 SVC-SOTRO ST (IRRI)	\$1,736.01

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00001547	03/01/2026	12/15-2/17/26 SVC-15651 STAFFORD ST	\$3,182.33
	2026-00001548	03/01/2026	12/15-2/17/26 SVC-RAUSCH RD (IRRI)	\$351.38
	2026-00001549	03/01/2026	12/15-2/17/26 SVC-RAUSCH RD (IRRI)	\$379.66
	2026-00001550	03/01/2026	12/15-2/17/26 SVC-STAFFORD & OLD VALLEY (I)	\$1,384.53
	2026-00001551	03/01/2026	12/15-2/17/26 SVC-15716 RAUSCH RD	\$315.02
	2026-00001552	03/01/2026	12/15-2/17/26 SVC-ALONG RAILROAD TRACK (I)	\$1,166.37
	2026-00001553	03/01/2026	12/15-2/17/26 SVC-PROCTOR & EL ENCANTO	\$305.85
	2026-00001554	03/01/2026	12/15-2/17/26 SVC-HACIENDA BLVD (IRRI)	\$108.98
	2026-00001555	03/01/2026	12/15-2/17/26 SVC-15415 DON JULIAN RD (IRRI)	\$1,143.88
	2026-00001556	03/01/2026	12/15-2/17/26 SVC-15414 DON JULIAN RD (IRRI)	\$540.17
	2026-00001557	03/01/2026	12/15-2/17/26 SVC-15414 DON JULIAN RD	\$313.93
	2026-00001558	03/01/2026	12/15-2/17/26 SVC-201 STAFFORD ST (IRRI)	\$2,053.58
	2026-00001559	03/01/2026	12/15-2/17/26 SVC-VALLEY BLVD (IRRI)	\$193.82
	2026-00001560	03/01/2026	12/15-2/17/26 SVC-15415 DON JULIAN RD (IRRI)	\$1,011.84
	2026-00001561	03/01/2026	12/15-2/17/26 SVC-DON JULIAN RD	\$3,887.84
	2026-00001562	03/01/2026	12/15-2/17/26 SVC-PARRIOTT & DON JULIAN RD (I)	\$297.77
86952	03/18/2026		ROWLAND WATER DISTRICT	\$1,176.08
	Invoice	Date	Description	Amount
	2026-00001465	03/04/2026	1/20-2/22/26 SVC-AZUSA AVE-RC	\$152.63
	2026-00001466	03/04/2026	1/20-2/22/26 SVC-755 NOGALES AT-RC	\$297.00
	2026-00001467	03/04/2026	1/20-2/22/26 SVC-909 U NOGALES ST-IRR	\$107.69
	2026-00001468	03/04/2026	1/20-2/22/26 SVC-1100 S AZUSA AVE	\$618.76
86953	03/18/2026		SAN GABRIEL VALLEY WATER CO.	\$9,503.42
	Invoice	Date	Description	Amount
	2026-00001470	02/25/2026	1/27-2/24/26 SVC-CROSSROADS PKWY S	\$850.10

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00001471	02/25/2026	1/27-2/24/26 SVC-STA 103-80 CROSSROADS PKWY S	\$226.92
	2026-00001472	02/25/2026	1/27-2/24/26 SVC-CROSSROADS PKWY S	\$2,287.17
	2026-00001473	02/25/2026	1/27-2/24/26 SVC-CROSSROADS PKWY N	\$2,705.12
	2026-00001474	02/25/2026	1/27-2/24/26 SVC-STA 129-00 CROSSROADS PKWY N	\$1,205.96
	2026-00001475	02/25/2026	1/27-2/24/26 SVC-STA 111-50 CROSSROADS PKWY N	\$289.90
	2026-00001476	02/25/2026	1/27-2/24/26 SVC-PELLISSIER	\$569.55
	2026-00001477	02/25/2026	1/27-2/24/26 SVC-PELLISSIER	\$352.87
	2026-00001478	02/25/2026	1/27-2/24/26 SVC-S/E COR OF PELLISSIER	\$987.51
	2026-00001479	02/25/2026	1/27-2/24/26 SVC-PELLISSIER	\$28.32
86954	03/18/2026		SOCALGAS	\$45.22
	Invoice	Date	Description	Amount
	2026-00001533	03/04/2026	1/29-3/2/26 SVC-710 NOGALES ST	\$15.82
	2026-00001534	03/04/2026	1/29-3/2/26 SVC-1015 NOGALES ST	\$29.40
86955	03/18/2026		SOUTHERN CALIFORNIA EDISON	\$61,912.30
	Invoice	Date	Description	Amount
	2026-00001460	03/03/2026	1/15-2/16/26 SVC-VARIOUS SITES	\$2,734.84
	2026-00001461	03/05/2026	2/3-3/4/26 SVC-15651 STAFFORD ST	\$2,008.36
	2026-00001462	03/05/2026	2/3-3/4/26 SVC-15625 MAYOR DAVE WAY	\$3,678.02
	2026-00001463	03/05/2026	2/3-3/4/26 SVC-15625 MAYOR DAVE WAY	\$2,738.14
	2026-00001464	03/05/2026	2/3-3/4/26 SVC-15660 STAFFORD ST	\$2,857.52
	2026-00001521	03/02/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$10,491.38
	2026-00001522	03/02/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$9,253.74
	2026-00001523	03/02/2026	2/1-2/28/26 SVC-1 VALLEY/ AZUSA	\$28.72
	2026-00001524	03/02/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$27,180.60
	2026-00001525	03/02/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$207.97

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00001526	03/02/2026	2/1-2/28/26 SVC-NOGALES ST/SAN JOSE AVE	\$198.32
	2026-00001527	03/02/2026	2/1-2/28/26 SVC-600 S BREA CYN	\$388.14
	2026-00001528	03/02/2026	2/1-2/28/26 SVC-600 S BREA CYN A-METROLINK	\$19.57
	2026-00001529	03/02/2026	2/1-2/28/26 SVC-133 N AZUSA AVE	\$126.98
86956	03/18/2026		SUBURBAN WATER SYSTEMS	\$263.09
	Invoice	Date	Description	Amount
	180052507347	03/03/2026	1/30-3/3/26 SVC-NE CNR VALLEY/STIMS	\$263.09
86957	03/18/2026		VERIZON WIRELESS - LA	\$792.78
	Invoice	Date	Description	Amount
	6137029679	02/26/2026	1/27-2/26/26 SVC-VARIOUS WIRELESS SVC	\$792.78
86958	03/26/2026		ACORN TECHNOLOGY SERVICES	\$7,450.00
	Invoice	Date	Description	Amount
	13352	03/05/2026	REPLACEMENT ROUTER-CITY	\$4,950.00
	13353	03/05/2026	UPGRADE SERVER-HOMESTEAD	\$2,500.00
86959	03/26/2026		ACTUM-E, LLC	\$38,857.07
	Invoice	Date	Description	Amount
	202602-0217	02/28/2026	MEDIA/SPECIAL EVENTS CONSULTING/REIMBURSABL	\$38,857.07
86960	03/26/2026		ALLIANCE JANITORIAL	\$5,920.00
	Invoice	Date	Description	Amount
	567	02/24/2026	CARPET CLEANING SVC-CITY HALL	\$5,920.00
86961	03/26/2026		AMAZON WEB SERVICES, INC	\$5,007.17

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2524753369	03/01/2026	AWS SVC-FEB 2026	\$5,007.17
86962	03/26/2026		ANDRUES/PODBERESKY, APLC	\$73,699.00
	Invoice	Date	Description	Amount
	03929	03/04/2026	LEGAL SVC-FEB 2026	\$73,699.00
86963	03/26/2026		ANNEALTA GROUP	\$90,407.00
	Invoice	Date	Description	Amount
	497-3763	03/09/2026	GENERAL DEV SVC-FEB 2026	\$40,565.00
	497-3764	03/09/2026	GENERAL PLANNING SVC-FEB 2026	\$36,511.00
	497-3765	03/09/2026	1015 AZUSA AVE	\$1,351.00
	497-3766	03/09/2026	184 S 6TH ST	\$2,542.50
	497-3767	03/09/2026	16010 & 16020 PHOENIX	\$3,174.00
	497-3768	03/09/2026	16207, 16233 & 16253 GALE AVE	\$6,263.50
86964	03/26/2026		ARAMARK REFRESHMENT SERVICES	\$58.11
	Invoice	Date	Description	Amount
	1048873226	03/11/2026	COFFEE SVC & SUPPLIES	\$58.11
86965	03/26/2026		BLAKE AIR CONDITIONING COMPANY	\$1,228.77
	Invoice	Date	Description	Amount
	70111	03/03/2026	SERVICE BOILER-POST OFFICE	\$269.15
	70083	02/27/2026	INSTALL UV LIGHT-CITY HALL	\$959.62
86966	03/26/2026		BOWSER GEOSPATIAL, LLC	\$6,077.50
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1012	03/08/2026	MANAGE/MAINT OF CITY'S GIS DATABASE	\$6,077.50
86967	03/26/2026		CASSO & SPARKS, LLP	\$192,631.58
	Invoice	Date	Description	Amount
	21210	03/16/2026	COI-LEGAL FEES FOR FEB 2026	\$166,590.08
	21210-A	03/16/2026	LEGAL FEES-16207, 16233 & 16253 GALE AVE	\$7,195.50
	21210-B	03/16/2026	LEGAL FEES-16010, 16020 PHOENIX DR & 901 S STIMS	\$18,081.00
	21210-C	03/16/2026	LEGAL FEES-1600 AZUSA AVE	\$765.00
86968	03/26/2026		CINTAS CORPORATION LOC 693	\$670.67
	Invoice	Date	Description	Amount
	9361668599	02/28/2026	LEASE FOR AED MACHINE-IBC	\$164.63
	4262014440	03/09/2026	DOOR MATS	\$82.62
	4262726983	03/16/2026	DOOR MATS	\$82.62
	5323650802	03/13/2026	FIRST AID SUPPLIES	\$340.80
86969	03/26/2026		CITY OF INDUSTRY	\$358.07
	Invoice	Date	Description	Amount
	2026-00000045	02/28/2026	IH FUELS PUMP-CITY HALL VEHICLES	\$358.07
86970	03/26/2026		CITY OF INDUSTRY-PAYROLL ACCT	\$200,000.00
	Invoice	Date	Description	Amount
	PR P/E 3/13/26	03/18/2026	REPLENISH PAYROLL P/E 3/13/26	\$200,000.00
86971	03/26/2026		CNC ENGINEERING	\$196,718.75
	Invoice	Date	Description	Amount
	514570	03/12/2026	SOLAR INSTALLATION AT CITY HALL	\$3,445.00

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CITY.WF.CHK - City General Wells Fargo			
514571	03/12/2026	EL ENCANTO ROOF REFURB	\$855.00
514572	03/12/2026	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$1,240.00
514573	03/12/2026	KELLA AVE STORM DRAIN	\$875.00
514574	03/12/2026	GALE AVE REALIGNMENT	\$1,290.00
514575	03/12/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$5,520.00
514576	03/12/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$210.00
514578	03/12/2026	GENERAL ENG SVC-STREET LIGHTS	\$1,147.50
514579	03/12/2026	GENERAL ENG SVC 2/23-3/8/26	\$45,835.00
514580	03/12/2026	GENERAL ENG SVC-STREET INSPECTIONS	\$7,160.00
514581	03/12/2026	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	\$510.00
514582	03/12/2026	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	\$15,458.75
514583	03/12/2026	GENERAL ENG SVC 2/23-3/8/26	\$1,600.00
514584	03/12/2026	GENERAL ENG SVC-COUNTER SERVICE	\$15,472.50
514585	03/12/2026	GENERAL ENG SVC-TRAFFIC	\$8,637.50
514586	03/12/2026	GENERAL ENG SVC-PERMITS	\$16,000.00
514587	03/12/2026	GENERAL ENG SVC-PLAN APPROVAL	\$2,560.00
514588	03/12/2026	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PRO	\$14,890.00
514589	03/12/2026	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	\$7,825.00
514590	03/12/2026	NPDES STORM WATER	\$2,095.00
514591	03/12/2026	GENERAL ENG SVC-530 N BALDWIN PARK BLVD	\$1,100.00
514592	03/12/2026	GENERAL ENG SVC-15940-16012 AMAR/15940-16065 KA	\$105.00
514593	03/12/2026	GENERAL ENG SVC-184 S 6TH AVE & 14436 VALLEY BL	\$370.00
514594	03/12/2026	GENERAL ENG SVC-16425 GALE AVE	\$990.00
514595	03/12/2026	GENERAL ENG SVC-1600 AZUSA AVE	\$7,950.00
514596	03/12/2026	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	\$3,120.00
514597	03/12/2026	TONNER CYN PROPERTY	\$2,070.00
514598	03/12/2026	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$5,150.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
514599	03/12/2026	COLIMA RD WIDENING	\$1,495.00
514600	03/12/2026	NELSON AVE RESURFACING	\$4,952.50
514601	03/12/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$6,650.00
514602	03/12/2026	CITY ADMINSTRATIVE OFFICES	\$4,838.75
514603	03/12/2026	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$150.00
514604	03/12/2026	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$2,735.00
514605	03/12/2026	HOMESTEAD MUSEUM IMPROVEMENTS	\$256.25
514606	03/12/2026	HOMESTEAD MUSEUM UPGRADES	\$580.00
514607	03/12/2026	METROLINK-MAINT OF PARKING LOT	\$787.50
514608	03/12/2026	EL ENCANTO IMPROVEMENTS AND MAINT	\$557.50
514609	03/12/2026	EL ENCANTO ROOF REFURB	\$235.00

86972	03/26/2026		CNC ENGINEERING	\$214,859.45
Invoice	Date	Description	Amount	
514610	03/12/2026	SAN JOSE AVE RECONSTRUCTION	\$13,540.00	
514611	03/12/2026	PACIFIC PALMS LAUNDRY BUILDING SETTLEMENT ISS	\$1,190.00	
514612	03/12/2026	INDUSTRY HILLS FUEL TANKS DISPENSING	\$600.00	
514613	03/12/2026	605 FWY AND VALLEY BLVD INTERCHANGE	\$3,372.50	
514614	03/12/2026	NELSON AVE OVER PUENTE CREEK	\$5,162.50	
514615	03/12/2026	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$7,765.00	
514616	03/12/2026	FISCAL YEAR BUDGET	\$2,942.50	
514617	03/12/2026	BIXBY DR PCC PAVEMENT	\$7,480.00	
514618	03/12/2026	NELSON AVE INTERSECTION	\$630.00	
514619	03/12/2026	MAINT OF 1123 HATCHER AVE	\$85.00	
514620	03/12/2026	MISC IMPROVEMENTS AT 1123 HATCHER AVE	\$585.00	
514621	03/12/2026	15559-15650 RAUSCH RD (POST OFFICE)	\$275.00	
514622	03/12/2026	2024 CITYWIDE SPEED SURVEY	\$705.00	

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CITY.WF.CHK - City General Wells Fargo				
514623	03/12/2026	CARTEGRAPH MGMT	\$28,674.45	
514624	03/12/2026	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$19,672.50	
514625	03/12/2026	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$300.00	
514626	03/12/2026	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$320.00	
514627	03/12/2026	ADA COMPLIANCE FOR FACILITIES	\$145.00	
514628	03/12/2026	15710-15718 RAUSCH RD REDEVELOPMENT	\$350.00	
514629	03/12/2026	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	\$217.50	
514630	03/12/2026	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	\$850.00	
514631	03/12/2026	DEL VALLE AND HILL STREET STORM DRAIN/STREET I	\$2,287.50	
514632	03/12/2026	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$13,710.00	
514633	03/12/2026	RED CURB REFURBISHMENT AT VARIOUS LOCATIONS	\$1,360.00	
514634	03/12/2026	INTELLIGENT TRANSPORATION SYSTEM	\$235.00	
514635	03/12/2026	RAILROAD STREET PAVEMENT REHABILITATION	\$75,020.00	
514636	03/12/2026	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	\$12,290.00	
514637	03/12/2026	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$3,752.50	
514638	03/12/2026	AZUSA WAY BIKE PATH IMPROVEMENTS	\$877.50	
514639	03/12/2026	NINTH AVENUE SEWER LINE IMPROVEMENTS	\$1,930.00	
514640	03/12/2026	PUENTE HILLS AUTO ASSOCIATION SIGNS	\$5,960.00	
514641	03/12/2026	PAVEMENT MANAGEMENT PLAN 2022	\$1,005.00	
514642	03/12/2026	ALAMEDA CORRIDOR EAST-GRADE SEPARATION STU	\$1,360.00	
514643	03/12/2026	NOGALES GRADE SEPARATION	\$210.00	
86973	03/26/2026	CONSOLIDATED ELECTRICAL DISTRIE	\$1,408.09	
	Invoice	Date	Description	Amount
	3301-1025408	02/18/2026	LIGHTING MATERIALS-RAUSCH RD	\$1,408.09
86974	03/26/2026	CORE & MAIN LP	\$2,481.66	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	INV0027214	03/03/2026	MATERIALS FOR WATER SUPPLY-TONNER CYN	\$2,481.66
86975	03/26/2026		CORELOGIC INFORMATION SOLUTION	\$218.55
	Invoice	Date	Description	Amount
	30843235	02/28/2026	PROPERTY DATA-FEB 2026	\$218.55
86976	03/26/2026		COUNTY OF LA - DEPT OF AGRICULTU	\$43,384.25
	Invoice	Date	Description	Amount
	261332	02/26/2026	WEED ABATEMENT-TONNER CYN (FIRESTONE CAMP)	\$18,349.43
	261334	02/26/2026	WEEDS/PEST CONTROL-TRES HERMANOS	\$13,064.49
	261333	02/26/2026	WEED ABATEMENT-TONNER CYN (FIRESTONE CAMP)	\$11,970.33
86977	03/26/2026		DAPEER, ROSENBLIT, AND LITVAK, LL	\$5,009.74
	Invoice	Date	Description	Amount
	25564	02/28/2026	GENERAL CODE ENFORCEMENT-FEB 2026	\$5,009.74
86978	03/26/2026		ELECTRA-MEDIA, INC	\$1,975.00
	Invoice	Date	Description	Amount
	19035	03/06/2026	MAINT OF PUENTE HILLS AUTO DISPLAY-APR 2026	\$1,500.00
	19036	03/06/2026	PROGRAM PUENTE HILLS AUTO DISPLAY-APR 2026	\$475.00
86979	03/26/2026		ENTERPRISE MAPS LLC	\$7,835.24
	Invoice	Date	Description	Amount
	1043	03/11/2026	AMAZON WEB SERVICES	\$7,835.24
86980	03/26/2026		FRAZER, LLP	\$16,672.50

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	197873	02/28/2026	COI-PROF SVC FOR FEB 2026	\$13,912.50
	197925	02/28/2026	SA-PROF SVC FOR FEB 2026	\$2,760.00
86981	03/26/2026		FUEL PROS, INC.	\$500.00
	Invoice	Date	Description	Amount
	81002	02/20/2026	INDUSTRY HILLS FUEL STN MAINT	\$250.00
	80985	03/04/2026	INDUSTRY HILLS FUEL STN MAINT	\$250.00
86982	03/26/2026		FULLERTON ELECTRIC	\$3,906.65
	Invoice	Date	Description	Amount
	38271	03/06/2026	REPLACE 4 LED LAMPS-IBC	\$2,884.68
	38285	03/11/2026	REPAIR OUTLETS-CTY HALL	\$1,021.97
86983	03/26/2026		GARCIA'S FENCE CORP	\$6,341.00
	Invoice	Date	Description	Amount
	032605	03/05/2026	REPAIR FENCE-VALLEY BLVD/PUENTE AVE UNDERPA:	\$6,341.00
86984	03/26/2026		GHD INC.	\$3,843.75
	Invoice	Date	Description	Amount
	380-0087176	03/04/2026	FEASIBILITY STUDY-VARIOUS CITY SITES	\$3,843.75
86985	03/26/2026		GRAND CENTRAL RECYCLING & TRAI	\$551.10
	Invoice	Date	Description	Amount
	3526960	02/02/2026	SOLID WASTE-CITY HALL	\$551.10
86986	03/26/2026		HISTORICAL RESOURCES, INC.	\$49,874.37

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	COI2026-8.3	02/09/2026	REIMBURSE FOR MUSEUM ARTIFACT PURCHASE	\$730.87
	COI2026-08.2	03/12/2026	EXPENSE REIMBURSEMENT-FEB 2026	\$100.00
	COI02026-08	03/12/2026	ADMIN & MGMT SVC-HOMESTEAD	\$49,043.50
86987	03/26/2026		INDUSTRY SECURITY SERVICES	\$69,549.86
	Invoice	Date	Description	Amount
	SG-COI#1-2080	03/06/2026	SECURITY SVC 2/27-3/5/26	\$11,207.90
	SG-COI#2-2081	03/06/2026	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2081	03/13/2026	SECURITY SVC 3/6-3/12/26	\$11,248.31
	SG-COI#2-2082	03/13/2026	SECURITY SVC-VARIOUS CITY SITES	\$23,493.35
86988	03/26/2026		IRRI-CARE PLUMBING & BACKFLOW T	\$8,510.04
	Invoice	Date	Description	Amount
	18683	03/04/2026	BACKFLOW CLEANING-CITY	\$215.00
	18713	03/11/2026	REPLACE BACKFLOW DEVICE-CITY HALL	\$8,295.04
86989	03/26/2026		JANUS PEST MANAGEMENT	\$2,226.00
	Invoice	Date	Description	Amount
	293958	03/10/2026	PEST SVC-205 HUDSON AVE	\$85.00
	293980	03/10/2026	MOSQUITO TRAP-EL ENCANTO	\$105.00
	293798	03/10/2026	RODENT SVC-HELIPAD	\$300.00
	293796	03/10/2026	RODENT SVC-HELIPAD PARKING LOT	\$486.00
	293767	03/10/2026	PEST SVC-YAL/POST OFFICE	\$95.00
	293766	03/10/2026	PEST SVC-IBC	\$155.00
	293765	03/10/2026	PEST SVC-CITY HALL	\$155.00
	294306	03/10/2026	PEST SVC-HOMESTEAD	\$660.00

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CITY.WF.CHK - City General Wells Fargo				
	293363	03/10/2026	PEST SVC-PACIFIC PALMS	\$185.00
86990	03/26/2026		KLINE'S PLUMBING, INC.	\$561.00
	Invoice	Date	Description	Amount
	14724	03/12/2026	REPAIR SHOWER & FOUNTAIN-TONNER CYN	\$561.00
86991	03/26/2026		L A COUNTY SHERIFF'S DEPARTMENT	\$1,253,524.62
	Invoice	Date	Description	Amount
	262019AY	03/11/2026	SPECIAL EVENT-DIRECTED PATROL (NOV 2025)	\$65,942.26
	262082AY	03/11/2026	SHERIFF CONTRACT-FEB 2026	\$1,187,582.36
86992	03/26/2026		MATHEW HUDSON	\$432.74
	Invoice	Date	Description	Amount
	3/4/2026	03/04/2026	REIMBURSE FOR TRAVEL EXPENSE-LEAGUE OF CITIE	\$432.74
86993	03/26/2026		MIDAMERICA ADMINISTRATIVE & RET	\$1,536.00
	Invoice	Date	Description	Amount
	0346480	03/16/2026	ADMIN FEES FOR OCT-DEC 2025	\$1,536.00
86994	03/26/2026		MORTISE & TENON BUILDING CORP	\$4,500.00
	Invoice	Date	Description	Amount
	494	03/04/2026	INSTALL BENCHES & TRASH RECEPTACLES-GALE AVI	\$4,500.00
86995	03/26/2026		PACIFIC UTILITY INSTALLATION	\$82,143.80
	Invoice	Date	Description	Amount
	PS-INV104146	02/28/2026	REMOVE TRANSFORMER-CITY SITES	\$1,680.00
	PS-INV104147	02/28/2026	CITY STREETLIGHT PROGRAM	\$25,266.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	#2CITY-1540	03/01/2026	STREET LIGHT BANNER INSTALLATION	\$10,305.00
	#1CITY-1547	03/01/2026	STREETLIGHT INSTALLATION AT ROWLAND ST & AJA	\$44,892.80
86996	03/26/2026		PADILLA, YVETTE	\$864.58
	Invoice	Date	Description	Amount
	3/5/2026	03/05/2026	REIMBURSE FOR TRAVEL EXPENSE-PARMA ANNUAL C	\$864.58
86997	03/26/2026		PARS	\$857.73
	Invoice	Date	Description	Amount
	60063	03/09/2026	REP FEES-JAN 2026	\$557.73
	59950	03/05/2026	ARS FEES-JAN 2026	\$300.00
86998	03/26/2026		PITNEY BOWES, INC.	\$16.62
	Invoice	Date	Description	Amount
	3107757099	03/13/2026	MACHINE PROPERTY TAX FY 25	\$16.62
86999	03/26/2026		PLACEWORKS	\$24,951.25
	Invoice	Date	Description	Amount
	22.15-15	02/28/2026	CEQA FOR 17871 CASTLETON ST	\$14,285.00
	22.16-16	02/28/2026	CEQA FOR 1600 AZUSA AVE	\$10,666.25
87000	03/26/2026		POST ALARM SYSTEMS	\$377.87
	Invoice	Date	Description	Amount
	1909247	03/02/2026	MONITORING SVC-HOMESTEAD	\$377.87
87001	03/26/2026		PRICE, POSTEL & PARMA, LLP	\$1,479.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	229634	03/05/2026	LEGAL SVC-FEB 2026	\$1,267.00
	229701	03/05/2026	LEGAL SVC-FEB 2026	\$212.50
87002	03/26/2026		PRINCE GLOBAL SOLUTIONS, LLC	\$6,255.00
	Invoice	Date	Description	Amount
	84	03/09/2026	FEDERAL ADVOCACY-FEB 2026	\$6,255.00
87003	03/26/2026		QUADIENT LEASING USA, INC.	\$1,235.51
	Invoice	Date	Description	Amount
	Q2259447	03/10/2026	MAIL EQUIPMENT RENTAL 4/11/26-7/10/26	\$1,235.51
87004	03/26/2026		RICOH USA, INC.	\$320.68
	Invoice	Date	Description	Amount
	596143745	03/08/2026	COPIER LEASE-HOMESTEAD	\$320.68
87005	03/26/2026		SAGE ENVIRONMENTAL GROUP	\$27,669.02
	Invoice	Date	Description	Amount
	2643	03/02/2026	GOAT FUEL REDUCTION-CITY	\$27,669.02
87006	03/26/2026		SAN GABRIEL VALLEY NEWSPAPER C	\$1,439.91
	Invoice	Date	Description	Amount
	0011776492	02/05/2026	ACCT #5007735-NOTICE OF PUBLIC HEARING	\$520.20
	0011776901	02/02/2026	ACCT #5007735-NOTICE OF AVAILABILITY-JN 9428	\$919.71
87007	03/26/2026		SATSUMA LANDSCAPE & MAINT.	\$185,777.87
	Invoice	Date	Description	Amount
	0326EC	03/12/2026	LANDSCAPE SVC-EXPO CENTER	\$44,124.13

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	0326XROADS	03/12/2026	LANDSCAPE SVC-CROSSROADS PKY NORTH & SOUTH	\$47,606.15
	0326TA	03/12/2026	LANDSCAPE SVC-TEMPLE & AZUSA	\$33,896.49
	0326CH	03/12/2026	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$60,151.10
87008	03/26/2026		SCS FIELD SERVICES	\$23,169.21
	Invoice	Date	Description	Amount
	0569751	02/28/2026	INDUSTRY HILLS-LANDFILL GAS SYSTEM	\$23,169.21
87009	03/26/2026		SO CAL INDUSTRIES	\$125.54
	Invoice	Date	Description	Amount
	789996	03/12/2026	WHEELCHAIR ACCESSIBLE UNIT-TONNER CYN/57 FW	\$35.00
	790274	03/13/2026	FENCE RENTAL-IND HILLS	\$90.54
87010	03/26/2026		SOUTHERN TIRE MART LLC - DEPT 14	\$841.57
	Invoice	Date	Description	Amount
	7070033937	03/12/2026	REPLACE TIRES TO JOHN DEERE 210LE-TONNER CYN	\$841.57
87011	03/26/2026		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	188632001030726	03/07/2026	BUSINESS INTERNET-MAR 2026	\$938.99
87012	03/26/2026		SQUARE ROOT GOLF & LANDSCAPE, I	\$251,812.03
	Invoice	Date	Description	Amount
	1856H	03/12/2026	LANDSCAPE SVC-VARIOUS CITY SITES	\$177,411.87
	1856H-1	03/12/2026	SIGN REPAIR & INSTALLATION	\$945.28
	1856H-2	03/12/2026	GRAFFITI REMOVAL	\$5,357.08
	1856H-3	03/12/2026	HAZARDOUS WASTE REMOVAL	\$954.13

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1856H-4	03/12/2026	LANDSCAPE SVC-TONNER CYN	\$36,223.88
	1853ELHM	03/12/2026	LANDSCAPE SVC-VARIOUS CITY SITES	\$5,064.50
	1854ELHM	03/12/2026	LANDSCAPE SVC-EL ENCANTO	\$8,463.05
	1855ELHM	03/12/2026	LANDSCAPE SVC-HOMESTEAD	\$17,392.24
87013	03/26/2026		STAPLES BUSINESS ADVANTAGE	\$3,134.47
	Invoice	Date	Description	Amount
	7008836498	02/21/2026	OFFICE SUPPLIES	\$3,134.47
87014	03/26/2026		STATE COMPENSATION INSURANCE F	\$4,338.49
	Invoice	Date	Description	Amount
	1003042398	03/01/2026	WORKERS COMP PREMIUM FOR MARCH 2026	\$4,338.49
87015	03/26/2026		SUPERIOR COURT OF CA-LA COUNTY	\$2,388.00
	Invoice	Date	Description	Amount
	FEBRUARY 2026	03/05/2026	PARKING CITATIONS REPORT-FEB 2026	\$2,388.00
87016	03/26/2026		TURBO DATA SYSTEMS, INC	\$379.20
	Invoice	Date	Description	Amount
	48044	02/28/2026	CITATION PROCESSING JAN/FEB 2026	\$379.20
87017	03/26/2026		TYLER TECHNOLOGIES, INC.	\$20,410.50
	Invoice	Date	Description	Amount
	045-546893	12/10/2025	ANNUAL SAAS FEE FY 26	\$20,410.50
87018	03/26/2026		VALLEY VISTA SERVICES, INC	\$13,767.06
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 26, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3518057	03/01/2026	DISP SVC-FOLLOW'S CAMP	\$1,640.31
	3493582	03/01/2026	DISP SVC-CITY RESIDENTS	\$6,082.41
	3494494	03/01/2026	DISP SVC-15660 MAYOR DAVE WAY (YAL)	\$165.76
	3494491	03/01/2026	DISP SVC-TONNER CYN (CAMP COURAGE)	\$480.23
	3493762	03/01/2026	DISP SVC-205 N HUDSON AVE	\$275.79
	3493904	03/01/2026	DISP SVC-CITY BUS STOPS	\$4,796.49
	3494493	03/01/2026	DISP SVC-1123 HATCHER AVE	\$326.07
87019	03/26/2026		WEST COAST ARBORISTS, INC.	\$10,076.00
	Invoice	Date	Description	Amount
	239507	01/31/2026	TREE MAINT FY 25/26	\$10,076.00
87020	03/26/2026		ACTUM-E, LLC	\$50,750.62
	Invoice	Date	Description	Amount
	202510-0256	10/31/2025	MEDIA/SPECIAL EVENTS CONSULTING/REIMBURSABL	\$34,750.62
	202601-0195	01/30/2026	MEDIA/REIMBURSABLE EXPENSES-JAN 2026	\$16,000.00

Checks	Status	Count	Transaction Amount
	Total	96	\$3,361,039.26

ITEM NO. 6.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 14, 2025
PAGE 1

CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:00 a.m., 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: Joshua 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 announced a special presentation recognizing Planning Commissioner Andrea Welch on her retirement after 23 years of service to the City.

Mayor Moss recessed the meeting at 9: 06 a.m. to take pictures.

Mayor Moss reconvened the meeting at 9:13 a.m.

CONSENT CALENDAR

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

City Manager Joshua Nelson asked to pull Item No. 6.6 from today's agenda. This item will return at the next meeting.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 14, 2025
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6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 14, 2025

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

6.2. CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION: *Approve the Investment Policy.*

6.3. 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, and La Puente shall require all vendors to execute a waiver releasing the City from all liability.*

6.4. CONSIDERATION OF RESOLUTION NO. CC 2025-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RATIFYING DONATIONS TOTALING FORTY-NINE THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$49,656.75) TO VARIOUS ENTITIES FOR THE COST OF HOSTING EVENTS AT THE EXPO CENTER

RECOMMENDED ACTION: *Adopt Resolution No. CC 2025-33.*

6.5. SECOND READING AND ADOPTION 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: *Adopt Ordinance No. 837.*

6.6. CONSIDERATION OF AMENDMENT NO. 2 TO THE BETTERMENT AGREEMENT REGARDING THE INSTALLATION OF IMPROVEMENTS ON FULLERTON ROAD IN CONJUNCTION WITH THE FULLERTON ROAD GRADE SEPARATION PROJECT AT THE UNION PACIFIC RAILROAD LOS ANGELES SUBDIVISION, BY THE ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY, ON BEHALF OF THE CITY OF INDUSTRY (MP 99-60 #10)

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 14, 2025
PAGE 3

RECOMMENDED ACTION:

Approve the Agreement.

6.7 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ACTUM-E, LLC, FOR PUBLIC RELATIONS CONSULTING SERVICES, REVISING THE NAME OF THE CONSULTANT, INCREASING COMPENSATION BY \$40,000.00, AND UPDATING THE RATE SCHEDULE

RECOMMENDED ACTION:

Approve Amendment No. 2.

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

6.8 CONSIDERATION OF AWARD OF CONTRACT NO. CITY-1528R, ANNUAL PAVEMENT REHABILITATION FY 23 TO SEQUEL CONTRACTORS, INC., IN AN AMOUNT NOT TO EXCEED \$6,048,299.25, AND ADOPT NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION:

Award the Contract No. CITY-1528R, Annual Pavement Rehabilitation FY 23 to Sequel Contractors, Inc., in an amount not to exceed \$6,048,299.25

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

6.9 CONSIDERATION OF A COOPERATIVE AGREEMENT WITH THE COUNTY OF LOS ANGELES AND THE CITY OF WALNUT FOR THE VALLEY BOULEVARD REHABILITATION FROM SUZANNE ROAD TO 970 FEET NORTH OF SOMERSET DRIVE PROJECT

RECOMMENDED ACTION:

Approve the Agreement.

Senior Project Manager, Upendra Joshi from CNC Engineering provided a staff report and was available to answer any questions.

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.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER RUGGLES 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-NONE

PUBLIC HEARINGS-NONE

PUBLIC COMMENTS

Mike Greenspan and Armando Herman each spoke for one minute in opposition about their first amendment freedom of speech rights, to include the tolerance of all unpleasant forms of speech.

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

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

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 14, 2025
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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. 25STCV03524

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. 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 REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8:

Property:	15550 Tonner Canyon Rd.APN 306-021-02
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	USA BMX, Shane Fernandez
Under Negotiation:	Price and terms of payment

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

Mayor Moss reconvened the meeting at 10:44 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, direction was given to the City Attorney's office, no final action was taken.

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

Nothing further to report.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 14, 2025
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CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:45 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 7, 2025
PAGE 1

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 8:38 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: Bing Hyun, Assistant City Manager; James M. Casso, City Attorney; Bianca Sparks, Assistant City Attorney; and Julie Gutierrez-Robles, City Clerk.

PRESENTATIONS

CONSENT CALENDAR

Council Member Marcucci asked for a staff report on Item No. 6.3.
Assistant City Manager Bing Hyun pulled item 6.4.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 7, 2025

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

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 86029 for item 6.1 (Register of Demands) due to a potential or

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 7, 2025
PAGE 2

actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

6.2. CONSIDERATION OF AMENDMENT NO. 2 TO THE LICENSE AGREEMENT WITH SKANSKA USA CIVIL WEST CALIFORNIA DISTRICT INC., FOR ACCESS TO ASSESSOR'S PARCEL NO. 8264-004-908 LOCATED AT 1123 SOUTH HATCHER AVENUE, FOR LAYDOWN AREA FOR DIRT STOCKPILES

RECOMMENDED ACTION: *Approve Amendment No. 2.*

6.3. CONSIDERATION OF AMENDMENT NO. 2 TO THE BETTERMENT AGREEMENT REGARDING THE INSTALLATION OF IMPROVEMENTS ON FULLERTON ROAD IN CONJUNCTION WITH THE FULLERTON ROAD GRADE SEPARATION PROJECT AT THE UNION PACIFIC RAILROAD LOS ANGELES SUBDIVISION, BY THE ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY, ON BEHALF OF THE CITY OF INDUSTRY (MP 99-60 #10)

RECOMMENDED ACTION: *Approve Amendment No. 2.*

Operations Manager Dev Birla, from CNC Engineering, provided a staff report and was available to answer any questions.

6.4. CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH POST ALARM SYSTEMS, FOR MONITORING AND INSPECTION SERVICES FOR THE FIRE AND SECURITY ALARM SYSTEM AT THE HOMESTEAD MUSEUM, IN THE AMOUNT OF \$20,000.00 THROUGH OCTOBER 7, 2028

RECOMMENDED ACTION: *Approve the Agreement.*

Item was pulled from consent calendar by Assistant City Manager Bing Hyun.

6.5. CONSIDERATION OF AMENDMENT NO. 1 TO THE LICENSE AGREEMENT WITH CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY, TO EXTEND THE TERM THROUGH PROJECT COMPLETION

RECOMMENDED ACTION: *Approve Amendment No. 1.*

6.6. CONSIDERATION OF AMENDMENT NO. 10 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STILLWATER ECOSYSTEM, WATERSHED & RIVERINE SCIENCES, FOR ENVIRONMENTAL CONSULTING SERVICES AT FOLLOWS CAMP,

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 7, 2025
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REVISING THE SCOPE OF SERVICES, REVISING THE RATE SCHEDULE, AND INCREASING COMPENSATION BY \$115,000.00

RECOMMENDED ACTION:

Approve Amendment No. 10.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE CONSENT CALENDAR WITH THE EXEMPTION OF 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

Mayor Moss asked if there were any Public Comments on the Consent Items- There were 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.

Assistant City Manager, Bing Hyun provided a staff report. Mayor Moss nominated Robert Gonzales of Azusa to represent the City.

MOTION BY MAYOR PRO TEM GREUBEL, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE ACTION ITEM 7.1 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

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 7, 2025
PAGE 4

PUBLIC HEARINGS-NONE

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: Southwest Corner of Workman Mill Road and Crossroads Parkway North,
Unincorporated Los Angeles County
APN 8120-027-272

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Los Angeles County Sanitation Districts
Under Negotiation: Price and terms of payment

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

Property: 9001 Tonner Canyon Rd., APN 8714-028-270

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: T-Mobile, Timothy Tannenbaum
Under Negotiation: Price and terms of payment

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

Property: 210 Fullerton Road, APN 8264-027-900, Parcel 207U

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: San Gabriel Valley Council of Governments
Under Negotiation: Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 8:52 a.m.

Mayor Moss reconvened the meeting at 9:35 a.m.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 7, 2025
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City Attorney Casso reported out of Closed Session. All members of the Council were present.

With regard to Closed Session Item Nos. 9.1 and 9.2 direction was given to Agency Negotiators, no final action to report at this time.

With regard to Closed Session Item No. 9.3 direction was given to Agency Negotiators, nothing to report.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss stated that the Rodeo is this weekend.

ADJOURNMENT

There being no further business, the City Council adjourned at 9:39 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 18, 2025
PAGE 1

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: Joshua 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

CONSENT CALENDAR

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

RECOMMENDED ACTION: *Ratify the Register of Demands for November 13, 2025.*

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 86216 for item 6.1 (Register of Demands) due to a potential or

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actual financial conflict of interest due to he is currently employed by Square Root Golf and Landscape.

MOTION BY COUNCIL MEMBER REGGULES, AND SECOND BY COUNCIL MEMBER RADECKI TO APPROVE THE CONSENT CALENDAR WITH THE EXEMPTION OF 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

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

Mayor Moss asked if there were any Public Comments on the Consent Items- There were 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.

City Manager Joshua Nelson explained that the item had previously been brought before the Council; however, today's action would determine the Council's appointment to the Water Quality Authority. He stated that the individual receiving the most votes would serve as the primary representative, and the individual receiving the second-highest number of votes would serve as the alternate.

Mr. Nelson noted that, to date, appointments by other cities had been unanimous, resulting in no alternate representative being designated. He explained that the Council has the option to nominate an additional individual if they wish to ensure that an alternate representative is appointed to the committee. He further stated that there is currently one individual who has expressed interest in serving.

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Assistant City Manager Sam Pedroza stated that staff recommends the City Council cast its vote for Jeff Maloney, Mayor Pro Tem for the City of Alhambra, which would allow for the designation of an alternate representative.

Mike Greenspan and Armando Herman each spoke for one minute in opposition of action item 7.1.

Mayor Moss asked if there were any Public Comments on action Item 7.1 - There were none.

MOTION BY MAYOR MOSS, AND SECOND BY COUNCIL MEMBER RADECKI TO NOMINATE JEFF MALONEY, MAYOR PRO TEM FOR THE CITY OF ALHAMBRA AND ADOPT RESOLUTION NO. CC 2025-39 APPROVE 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

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the closed session item 9.1 and 9.2.

Mayor Moss asked if there were any Public Comments on the closed session- There were none.

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:	Southwest Corner of Workman Mill Road and Crossroads Parkway North,
	Unincorporated Los Angeles County APN 8120-027-272

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Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Los Angeles County Sanitation Districts
Under Negotiation: Price and terms of payment

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

Property: 9001 Tonner Canyon Rd., APN 8714-028-270
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: T-Mobile, Timothy Tannenbaum
Under Negotiation: Price and terms of payment

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

Property: 210 Fullerton Road, APN 8264-027-900, Parcel 207U
Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: San Gabriel Valley Council of Governments
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 10:39 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 direction was given to City Attorney's office, no final action to report at this time.

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

Nothing further to report at this time.

CITY MANAGER REPORTS

Happy Thanksgiving.

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AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

Mayor Moss also wished everyone a Happy Thanksgiving.

ADJOURNMENT

There being no further business, the City Council adjourned at 10:40 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

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CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Cory C. Moss at 9:01 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

ABSENT: Newell W. Ruggles, Council Member

STAFF PRESENT: Joshua 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- LA County Fire Captain Gamble provided a presentation regarding fire services and departmental updates and responded to questions from the City Council.

CONSENT CALENDAR

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

City Manager Joshua Nelson asked to pull Item No. 6.16 from today's agenda. This item will return at the next meeting.

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR NOVEMBER 27, 2025

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RECOMMENDED ACTION:
Demands for November 27, 2025.

Ratify the Register of

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 86297 for item 6.1 (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.

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 11, 2025

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

Approve the Register of

With regards to the Consent Calendar, Council Member Radecki recused himself from voting on check number 86385 for item 6.2 (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.

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.

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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.*

Senior Project Manager, Upendra Joshi from CNC Engineering provided a staff report and was available to answer any questions.

City Manager Joshua Nelson stated that the study will serve as an advisory tool for future traffic signal upgrades. He explained that when the City improves an intersection, the analysis will help determine what improvements should be implemented to align with future needs. He added that once the assessment is completed, the City could develop a phased implementation plan to systematically upgrade signals throughout the City, potentially addressing approximately 25 percent of the system each year to distribute costs over time. Mr. Nelson noted that this approach would guide the next phase of planning within the City's Capital Improvement Program (CIP).

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 Amendment.*

6.9 CONSIDERATION OF AN COOPERATIVE AGREEMENT WITH FOOTHILL TRANSIT FOR THE BUS STOP ENHANCEMENT PROGRAM

RECOMMENDED ACTION: *Approve the Amendment.*

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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

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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.

Mike Greenspan spoke for one minute in opposition to the Consent Calendar.

Gus Garcia spoke for one minute regarding Item 6.14, the award of the Tree Maintenance Contract to Great Scott Tree Services. Mr. Garcia stated that on October 24 he submitted an email providing his review and input on the contractors under consideration, including information regarding their current licenses. He noted the C-31 license requirements that many agencies are adopting for public safety related to traffic control associated with tree work. Mr. Garcia stated that while some contractors consider traffic control incidental to their work, situations involving extensive traffic control such as lane closures and detours may require additional qualifications. He suggested that the City consider pulling the item.

City Manager Joshua Nelson responded that, as noted in the staff report, staff is recommending that the City Council reject all bids received through the RFP process. He explained that the City's Municipal Code allows the City to negotiate for maintenance services, and staff subsequently negotiated with three companies that had submitted proposals through the RFP process. Mr. Nelson stated that the agreement requires all contractors to comply with State law and applicable licensing requirements. He added that traffic control services may be subcontracted and that the City will ensure compliance with State law regarding those requirements.

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 MARCUCCI TO APPROVE THE CONSENT CALENDAR WITH THE EXEMPTION OF ITEM NO. 6.16. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

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.

Assistant City Manager Bing Hyun provided a staff report and explained that Item 7.1 on the agenda is the adoption of the ordinance. Under the standard ordinance process, the ordinance is adopted and then brought back for a second reading, becoming effective 30 days later. Due to the timing associated with receiving the amendments from the County, staff is also requesting that the City Council adopt an urgency ordinance under Item 8.1. The urgency ordinance contains the same provisions but would become effective immediately.

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Assistant City Manager Bing Hyun along with Los Angeles County Department of Public Works, Jonathan Lam, was available to answer questions.

Armando Herman spoke for one minute in opposition of action item 7.1.

Mayor Moss asked if there were any Public Comments on the Action Item 7.1 - There were none.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY COUNCIL MEMBER MARCUCCI TO 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.

MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

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

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EXISTING BUILDING CODE 2025 EDITION; ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THERE OF

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.

Assistant City Manager Bing Hyun provided a staff report and was available to answer questions, along with Los Angeles County Department of Public Works, Jonathan Lam, was available to answer questions.

Mayor Moss opened the public hearing at 9:33 a.m.

Armando Herman spoke for one minute in opposition to the public hearing item 8.1.

Mayor Moss closed the public hearing at 9:34 a.m.

MOTION BY COUNCIL MEMBER RADECKI, AND SECOND BY MAYOR PRO TEM GREUBEL TO WAIVE THE READING AND READ URGENCY ORDINANCE NO. 840 U BY TITLE ONLY; ADOPT URGENCY ORDINANCE NO. 840 U.

MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CLOSED SESSION

Mayor Moss asked if there were any Public Comments on closed session 9.1 – 9.8.

Armando Herman spoke for one minute in opposition to the public comments on closed session items.

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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: 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.

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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

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney

Negotiating Parties: Puente Hills Ford LLC

Under Negotiation: Price and terms of payment

Mayor Moss recessed the meeting into Closed Session at 9: 42 a.m.

Mayor Moss reconvened the meeting at 11:22 a.m.

City Attorney Casso reported out of Closed Session.

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

With regard to Closed Session Item No. 9.2- 9.8 direction was given to City Attorney's
office, no final action to report at this time.

Nothing further to report at this time.

CITY MANAGER REPORTS

Happy Birthday to Mayor Moss and Council Member Marcucci.

AB 1234 REPORTS

There were none.

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CITY COUNCIL COMMUNICATIONS

There were none.

ADJOURNMENT

There being no further business, the City Council adjourned at 11:22 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

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CALL TO ORDER

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

ABSENT: Newell W. Ruggles, Council Member

STAFF PRESENT: Joshua 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- NONE

CONSENT CALENDAR

Council Member Marcucci asked for a staff report on Item No. 6.4

6.1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR DECEMBER 25, 2025

RECOMMENDED ACTION:
Demands for December 25, 2025.

Ratify the Register of

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6.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 15, 2026

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

6.3 CONSIDERATION OF AMENDMENT NO. 2 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.*

6.4 CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS FOR CONTRACT NO. CITY-1554, CITYWIDE CATCH BASIN RETROFITS – PHASE 3, FOR AN ESTIMATED COST OF \$263,000.00

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.

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

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

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ACTION ITEMS- NONE

PUBLIC HEARINGS-NONE

CLOSED SESSION

Mayor Moss asked if there were any Public Comments on closed session 9.1 – 9.3.

Mike Greenspan and Armando Herman each spoke for one minute in opposition to the closed session item.

Mayor Moss asked if there were any other Public Comments on the closed session- There were none.

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: Assessor Parcel Numbers: 306-021-01, 306-021-02, 306-021-13, 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, 8714-028-270, 8714-028-271, 8714-029-270

Agency Negotiators: Joshua Nelson, City Manager
James M. Casso, City Attorney
Negotiating Parties: Southern California Edison Company
Under Negotiation: Price and terms of payment

- 9.2. CONFERENCE WITH LEGAL COUNSEL - Threat to Public Services or Facilities Pursuant to Government Code Section 54957(a)(1).

- 9.3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation; Pursuant to Government Code Section 54956.9(d)(2) 14 potential cases

Mayor Moss recessed the meeting into Closed Session at 9:16 a.m.

Mayor Moss reconvened the meeting at 10:28 a.m.

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JANUARY 15, 2026
PAGE 4

City Attorney Casso reported out of Closed Session.

With regard to Closed Session Item No. 9.1- 9.3 direction was given to City Attorney's office, no final action.

Nothing further to report at this time.

CITY MANAGER REPORTS

There were none.

AB 1234 REPORTS

Mayor Pro Tem Greubel reported on attending the Conference of Contract Cities in Sacramento, along with Council Member Marcucci they stated that the trip was educational and included meeting with State Senator Bob Archuleta and other state officials to discuss matters important to the City. Council Member Marcucci also attended and commented that the trip provided a valuable opportunity to meet with legislators in person and discuss legislative priorities. Mayor Moss thanked both council members for representing the City of Industry at the conference.

CITY COUNCIL COMMUNICATIONS

Mayor Moss wished everyone a Happy New Year!

ADJOURNMENT

There being no further business, the City Council adjourned at 10:30 a.m.

CORY C. MOSS
MAYOR

JULIE GUTIERREZ-ROBLES
CITY CLERK

ITEM NO. 6.3



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
Beth Chow, Planning Manager

DATE: March 26, 2026

SUBJECT: Consideration of the 2025 Housing Element Annual Progress Report

Background:

California Government Code Section 65300 requires every city and county within the State to adopt a General Plan for the physical development of the jurisdiction. In short, a General Plan establishes the City's vision for long-term growth and provides strategies and implementing actions to achieve this vision. The General Plan helps to guide decision-making by residents, property owners, business interests, and elected and appointed officials about public and private land use and development.

Industry's General Plan includes seven state-mandated element topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Unlike other elements, the Housing Element undergoes a rigorous review and certification process with the California Department of Housing and Community Development ("HCD"). The City's General Plan, including the certified Housing Element, was last adopted in 2023. The Housing Element covers an eight-year period and is typically updated more frequently than the rest of the General Plan due to requirements established by State law.

HCD certified the City's Housing Element in September 2023, and work is underway to implement the Housing Element.

Discussion:

Housing Elements are subject to mandated reporting requirements. Historically, general law cities were required to prepare a Housing Element Annual Progress Report ("APR") and submit it to HCD and the Governor's Office of Land Use and Climate Innovation ("LCI"), formerly the Office of Planning and Research, for review. However, passage of AB 879 (Grayson), extended that requirement to charter cities, like the City of Industry. Beginning with the 2017 APR, all

California cities (general law and charter) are required to send a Housing Element APR to HCD and LCI, annually on April 1st.

Government Code Section 65400 requires APRs to cover the status of program implementation, including progress toward meeting the jurisdiction's share of regional housing needs (pursuant to Government Code §65584) and local efforts to remove governmental constraints to the development and maintenance of housing. APRs must be considered at a public meeting before the City Council, so members of the public have an opportunity to provide oral or written comments.

The City's APR for 2025 reports no activity regarding receiving housing development applications or building housing developments.

The attached document conforms to State requirements for the Housing Element APR in 2025. After review, staff recommends that the City Council authorize transmittal of the APR to HCD and LCI.

Fiscal Impact:

No fiscal impact.

Recommendation:

City Staff recommends that City Council receive and file the Housing Element Annual Progress Report for 2025, 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, 2026, as required by State law.

Exhibits:

1. City of Industry 2025 Housing Element Annual Report

Please Start Here

General Information	
Jurisdiction Name	Industry
Reporting Calendar Year	2025
Contact Information	
First Name	Bing
Last Name	Hyun
Title	Assistant City Manager
Email	bhyun@cityofindustry.org
Phone	6263332211
Mailing Address	
Street Address	15625 Mayor Dave Way
City	Industry
Zipcode	91744

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_02_19_26

Jurisdiction	Industry	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	0	0
Mobile/Manufactured Home	0	0	0
Total	0	0	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of Streamlined Ministerial Approval Process or SMAP (formerly SB 35 / 423) - Applications	
Number of SMAP Applications	0
Number of SMAP Applications Approved	0

Units Constructed - SMAP (formerly SB 35 / 423) - Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SMAP	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	0	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	45
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT
 Housing Element Implementation

Date of Report:
 Prepared by:

Project Identifier		Housing Element Implementation - 2023-2024														Housing Element Implementation - 2025-2026										Housing Element Implementation - 2027-2028										Housing Element Implementation - 2029-2030										Housing Element Implementation - 2031-2032										Housing Element Implementation - 2033-2034										Housing Element Implementation - 2035-2036										Housing Element Implementation - 2037-2038										Housing Element Implementation - 2039-2040										Housing Element Implementation - 2041-2042										Housing Element Implementation - 2043-2044										Housing Element Implementation - 2045-2046										Housing Element Implementation - 2047-2048										Housing Element Implementation - 2049-2050										Housing Element Implementation - 2051-2052										Housing Element Implementation - 2053-2054										Housing Element Implementation - 2055-2056										Housing Element Implementation - 2057-2058										Housing Element Implementation - 2059-2060										Housing Element Implementation - 2061-2062										Housing Element Implementation - 2063-2064										Housing Element Implementation - 2065-2066										Housing Element Implementation - 2067-2068										Housing Element Implementation - 2069-2070										Housing Element Implementation - 2071-2072										Housing Element Implementation - 2073-2074										Housing Element Implementation - 2075-2076										Housing Element Implementation - 2077-2078										Housing Element Implementation - 2079-2080										Housing Element Implementation - 2081-2082										Housing Element Implementation - 2083-2084										Housing Element Implementation - 2085-2086										Housing Element Implementation - 2087-2088										Housing Element Implementation - 2089-2090										Housing Element Implementation - 2091-2092										Housing Element Implementation - 2093-2094										Housing Element Implementation - 2095-2096										Housing Element Implementation - 2097-2098										Housing Element Implementation - 2099-2100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Project ID	Project Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	136

Jurisdiction	Industry
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Very Low	Deed Restricted	6	-	-	-	-	-	-	-	-	-	-	-	6
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Low	Deed Restricted	4	-	-	-	-	-	-	-	-	-	-	-	4
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	2	-	-	-	-	-	-	-	-	-	-	-	2
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Above Moderate		5	-	-	-	-	-	-	-	-	-	-	-	5
Total RHNA		17	-	-	-	-	-	-	-	-	-	-	-	-
Total Units			-	-	-	-	-	-	-	-	-	-	-	17

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):

- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
- If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.

- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Jurisdiction		Industry						
Reporting Year		2025		(Jan. 1 - Dec. 31)				
Table D								
Program Implementation Status pursuant to GC Section 65583								
Housing Programs Progress Report								
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.								
1	2	3	4	5	6	7	8	9
	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
1. Housing Sites Strategy	Rezone a 1.5-acre site with a Housing Overlay Zone (See Program #3 for HOZ specifics) for a minimum of 19 units incl. 12 lower income units	Dec-24	6th Cycle	Completed	Site was rezoned with the adoption of the Housing Overlay Zone in Ordinance No. 825 (July 13, 2023).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
1. Housing Sites Strategy	Comply with provisions of the Surplus Land Act per Gov't Code and rezoning requirement of Gov't Code §§ 65583.2(h) and (i).	1-Oct	6th Cycle	Continuous	The City will comply with the provisions when projects are proposed. No projects have been proposed to date.	Other	0	NA
2. Zoning Code Amendments	Define and permit employee housing serving 6 or fewer residents as a by-right use in accordance with HSC §§17021.5 and 17021.6 in the ROS Zone and HOZ	12/31/2023	6th Cycle	Completed	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023) and Ordinance No. 830 (April 25, 2024).	Other	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133 https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_04252024-18
2. Zoning Code Amendments	Define and permit manufactured/mobile homes and single-room occupancy as by-right uses in accordance with the Gov't Code § 65852.3 and § 65583(c)(2) in the HOZ.	12/31/2023	6th Cycle	Completed	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023).	Other	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
2. Zoning Code Amendments	Define and permit ADUs by-right on any lot that allows single- or multifamily housing in accordance with the Gov't Code §65852.2(a) in the ROS Zone and HOZ. Goal: Yield 4 ADUs	12/31/2023	6th Cycle	Completed	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023) and Ordinance No. 829 (April 25, 2024).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133 https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_04252024-18
2. Zoning Code Amendments	Define & permit low-barrier navigation centers and supportive housing as by-right uses in zones allowing multifamily and mix uses (Gov't Codes 65650, 65660 et seq.)	12/31/2023	6th Cycle	Completed	Municipal Code amended with adoption of Ordinance No. 825 (July 13, 2023).	Other	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
3. Housing Overlay Zone	Establish HOZ that: Permits single family and multifamily residential uses that: are by right, permits a density of 20 units per acre, and allows a minimum of 16 units per site. Production goal is 19 units, including 12 lower income units per the RHNA	Dec-24	6th Cycle	Completed	Site was rezoned with a Housing Overlay Zone by Ordinance No. 825 (July 13, 2023).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
3. Housing Overlay Zone	Establish HOZ that: Allows residential care of all size, employee housing, transitional/permanent supportive housing, mobile and manufactured homes, low barrier navigation center, and ADUs by-right	Dec-24	6th Cycle	Completed	Amended the Municipal Code with adoption of Ordinance No. 825 (July 13, 2023).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
3. Housing Overlay Zone	Establish HOZ that: Offers financial assistance, regulatory incentives, and priority processing to ensure that units are affordable per RHNA goals; issue RFP for housing services by mid 2025.	Dec-24	6th Cycle	In Progress	Housing Overlay Zone established with adoption of Ordinance No. 825 (July 13, 2023). No projects have been proposed to date.	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
3. Housing Overlay Zone	Establish HOZ that: Reviews progress made in creating and implementing the HOZ. If sites are not rezoned by end of 2024, identify and rezone additional sites to address the unmet RHNA.	Dec-24	6th Cycle	Continuous	Housing Overlay Zone established with adoption of Ordinance No. 825 (July 13, 2023)	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
3. Housing Overlay Zone	Establish HOZ that: Complies with provisions of the Surplus Land Act per the Gov't Code and rezoning required of Gov't Code §§ 65583.2(h)(i).	Dec-24	6th Cycle	Not Yet Started	The City will comply with the provisions when projects are proposed. No projects have been proposed to date.	Other	0	NA
3. Housing Overlay Zone	Establish HOZ that: Continue to identify potential sites to allow for a variety of housing types and, if appropriate, consider sites applicable to the HOZ	Dec-24	6th Cycle	Continuous	The City will continue to identify potential sites to allow for a variety of housing types and, if appropriate, consider sites applicable to the HOZ.	Other	0	NA
4. Accessory Dwelling Unit Incentives	Develop an ordinance that defines and permits ADUs in accordance with state law. (Target 4 ADUs by the end of 2029.	Dec-23	6th Cycle	Completed	Municipal Code amended to permit ADUs with the adoption of Ordinance No. 829 on March 28, 2024. No ADU applications have been submitted to date.	Units	0	https://ecode360.com/45176736
4. Accessory Dwelling Unit Incentives	Offer a waiver of building permit fees for ADUs proposed for construction in Industry	Oct-29	6th Cycle	Continuous	The City will offer a waiver of building permits fees for ADUs as projects are proposed. No projects have been proposed to date.	Units	0	NA

5. Development Regulations & Processes	Adopt objective development and design standards per Gov't Code §65589.5	Dec-25	6th Cycle	Completed	Amended the Municipal Code with adoption of Ordinance No. 834 (February 27, 2025).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_02272025-8
5. Development Regulations & Processes	Adopt density bonus ordinance consistent with the Government Code § 65915 - 65918.	Dec-25	6th Cycle	Completed	Amended the Municipal Code with adoption of Ordinance No. 834 (February 27, 2025).	Households	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_02272025-8
5. Development Regulations & Processes	Adopt minor exception process for new residential projects in Industry	Dec-25	6th Cycle	Completed	Amended the Municipal Code with adoption of Ordinance No. 834 (February 27, 2025).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_02272025-8
6. Building Permit & Code Enforcement	Contract building plan check and permit services; enforce County and local building, housing, property maintenance codes; adopt additional codes as needed for new housing	Oct-29	6th Cycle	Continuous	The City of Industry contracts with the County of Los Angeles to provide building plan check and permit services for structures in the community. The City provides a permit flow chart on its website to inform developers and property owners. The City enforces zoning code provisions on a complaint basis.	Units	0	NA
6. Building Permit & Code Enforcement	Inspect all businesses adjacent to homes to identify hazards (noise, NPDES, queue, etc.); where found, obtain compliance within 3 months	Oct-29	6th Cycle	Continuous	The City of Industry coordinates with the County of Los Angeles Sheriff's Department, its code enforcement officers, and contractors to respond to NPDES, noise, etc. issues including receiving and verifying reports of violations, regular monitoring, and coordinating with property operators and/or owners to obtain compliance.	Other	0	NA
6. Building Permit & Code Enforcement	Direct code enforcement efforts, including proactive efforts for businesses, to limit and address hazards adjacent housing and obtain code compliance within 3 months	Oct-29	6th Cycle	Continuous	The City of Industry coordinates with the County of Los Angeles Sheriff's Department, its code enforcement officers, and contractors to respond to potential or actual hazards adjacent to housing. No violations were found.	Other	0	NA
7. Infrastructure Maintenance & Improvement	Maintain infrastructure and public services that enhance the safety, appearance, and condition of neighborhoods.	Oct-29	6th Cycle	Continuous	The City's residential areas have infrastructure in place, however, surrounding commercial and industrial uses result in wear and tear. The City continues to maintain infrastructure and provide public services in a manner that enhances neighborhoods. These include infrastructure such as streets, curbs, gutters, sidewalks, traffic signals, and other improvements.	Other	0	NA
7. Infrastructure Maintenance & Improvement	Make annual safety improvements (sidewalks, ramps, signals, etc.) for ADA purposes in accordance with Transition Plan and CJP	Oct-29	6th Cycle	Continuous	The City continued to make annual safety improvements in 2025. A total of 4 curb cuts were made and 3 bus shelters were maintained.	Other	7	Other = improvement projects
8. Housing Maintenance & Rehabilitation	Publicize annually at City Hall, Industry News, and City website	Oct-29	6th Cycle	Continuous	The City publicizes annually at City Hall, Industry News, and City website.	Other	0	NA
8. Housing Maintenance & Rehabilitation	Seek additional funding and partners to administer the program.	Oct-29	6th Cycle	In Progress	While City keeps an eye out for partners to maintain and rehabilitate homes, no applications were received in 2025, so no additional partnerships were sought.	Other	0	NA
8. Housing Maintenance & Rehabilitation	Increase grant to \$25,000, allow greater frequency of use, and assist 10 households	Jul-24	6th Cycle	Continuous	The grant was increased to \$25,000 in the FY 24/25 adopted budget and maintained for FY 25/26. No requests were made for grants in 2025.	Households	0	NA

9. Resource Conservation	Encourage energy efficiency in the housing rehabilitation grant program and water efficiency programs.	Oct-29	6th Cycle	Continuous	The City encourages energy efficiency through property improvement projects, repairs performed by the IPHMA, and its Housing Maintenance and Rehabilitation grant program. An energy efficiency brochure was published that describes the City's energy conservation program. IPUC residential customers are eligible for the Domestic Rebate Program and may receive rebates for the installation of ENERGY STAR® features. Customers are also eligible for the Direct Install Program, which includes a home energy survey and installation of energy efficiency measure. No requests were made for grants in 2025.	Households	0	NA
9. Resource Conservation	Provide brochures advertising energy efficiency programs offered by the city or local utility.	Oct-29	6th Cycle	Continuous	The City encourages energy efficiency through property improvement projects, repairs performed by the Industry Property and Housing Management Authority, and its Housing Maintenance and Rehabilitation grant program. An energy efficiency brochure was published that describes the City's energy conservation program. The brochure is available at the City's planning counter.	Other	0	NA
9. Resource Conservation	Provide housing element to utility providers to establish specific procedures to grant priority water and sewer service to affordable housing	Oct-29	6th Cycle	In Progress	The housing element was provided to the City's utility providers.	Other	0	NA
10. Homeless Services	Support efforts to address homelessness; meet with each of the four school districts beginning in 2023, and annually thereafter, to assess homeless prevention needs	Jan-23	6th Cycle	Continuous	The City met with school district homeless coordinator, regarding HLPUSD Equity program to help homeless and those at risk to become homeless. The City will continue to meet with school districts and provide support.	Meetings	1	NA
10. Homeless Services	Prepare resolution to join the San Gabriel Valley Regional Housing Trust to coordinate on regional solutions to homelessness	12/1/2023	6th Cycle	Completed	The City Council authorized membership to the San Gabriel Valley Regional Housing Trust on September 14, 2023.	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Minutes/_09142023-144
10. Homeless Services	Amend Municipal Code for emergency shelter parking, supportive housing, and low barrier navigation centers per state law	Dec-23	6th Cycle	Completed	The Municipal Code was amended by adoption of Ordinance No. 825 (July 13, 2023) and Ordinance No. 830 (April 25, 2024).	Other	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133 https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_04252024-18
11. People with Disabilities	Provide \$1.8 million to fund the Mental Health Regional Crisis Response and Training Center in Industry in FY 2022/2023	Dec-23	6th Cycle	Completed	The City completed and fully funded the Mental Health Regional Crisis Response and Training Center in 2023.	Other	1	https://abc7.com/post/lasd-los-angeles-county-mental-health-training-for-deputies-city-of-industry/13664558/
11. People with Disabilities	Complete ADA Transition Plan to provide disabled people fuller access to infrastructure, public facilities, and community services.	Dec-23	6th Cycle	Completed	The City's ADA Transition Plan was approved on January 23, 2025.	Other	1	chrome-extension://efaidnbmnnnibpcjpcglclefindmkaj/https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_01232025-10

11. People with Disabilities	Periodically consider funding requests from nonprofit organizations that address the needs of disabled people.	Oct-29	6th Cycle	Continuous	In 2025, the City received and granted donations to the following organizations: 1.\$120,000 to the Gabriel Foundation for the Industry Hills Charity Pro Rodeo – The Gabriel Foundation supports those with special needs; 2.\$25,000 to Land of the Free Foundation for their Veteran's Day Golf Classic – Land of the Free supports veterans, including those who are disabled; 3.\$25,000 to Delhaven Community Center for the Because We Care Program – This program supports those with special needs, learning disabilities, and mental illnesses; 4.\$134,000 to Industry Sheriff's Youth Activities League 32nd Charity Golf Tournament & Fall Festival – This organization supports proactive and positive programing for youth between 7-17 in the community focusing on gang prevention and delinquency through sports, mentorship, and education activities. 5.\$33,075 to Megan's Wings – This organization provides financial and emotional support to low and moderate income families whose families are affected by childhood cancer. 6.\$20,000 to the East San Gabriel Valley Coalition for the Homeless. This organization brings hope and restores dignity to individuals and families who are homeless within the San Gabriel Valley, but assistance in obtaining housing, increasing self-sufficiency and keeping people housed. The City also contributed financially to other organizations in amounts less than \$5,000 for	Other	479614	\$479,614 total expenditures
11. People with Disabilities	Adopt a reasonable accommodation ordinance that facilitates options for disabled people to fully enjoy use of their home	Dec-23	6th Cycle	Completed	Amended Municipal Code for reasonable accommodation process by Ordinance No. 826 (February 27, 2025).	Other	0	https://ecode360.com/45176703?highlight=accommodations&highlight=reasonable&searchid=12945044712377942#45176703
11. People with Disabilities	Amend Municipal Code to permit residential care facilities serving 7 or more clients by right in the HOZ as required by state law.	Dec-23	6th Cycle	Completed	Amended Municipal Code to address residential care facilities (Ordinance No. 825, July 13, 2023).	Other	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
12. Collaborative Partnerships	Work with current housing and service partners and, as needed, expand and/or develop new partnerships to augment resources.	Oct-29	6th Cycle	Continuous	The City meets or communicates with its partners such as San Gabriel Valley Council of Governments, El Encanto Center, Sheriff's Youth Activity League, and local school districts to maintain strong relationships.	Meetings	4	NA
12. Collaborative Partnerships	Reach out annually to developers and service providers to address housing need	Oct-29	6th Cycle	Continuous	Ongoing.	Other	0	NA
12. Collaborative Partnerships	Prepare resolution to join the San Gabriel Valley Regional Housing Trust to coordinate on regional solutions to homelessness	Dec-23	6th Cycle	Completed	The City joined the San Gabriel Valley Regional Housing Trust on September 28, 2023.	Units	0	https://www.sgrvht.org/member-cities
13. Extremely Low Income Housing	By end of 2024, rezone site and have code amendments complete in Program #2 to allow housing on the site identified in Program #1.	Dec-24	6th Cycle	Completed	The site was rezoned with a Housing Overlay Zone by Ordinance No. 825 (July 13, 2023).	Units	0	https://www.cityofindustry.org/AgendaCenter/ViewFile/Agenda/_07132023-133
13. Extremely Low Income Housing	By mid-2025, issue RFP/Q for housing development and when a project is proposed facilitate entitlements and issue permits by the end 2026, consistent with the assumptions in the housing element.	Jun-25	6th Cycle	In Progress	Staff is exploring other options to create housing units on additional sites. A proposal for design of housing units is underway.	Other	0	NA
13. Extremely Low Income Housing	Grant priority and expedited processing and provide additional incentives to be determined for projects that include extremely, low income units.	Oct-29	6th Cycle	Continuous	The City will grant priority and expedited processing and provide additional incentives as projects are proposed. No projects have been proposed to date.	Units	0	NA

Jurisdiction	Industry
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only				Units that Count Towards RHNA* Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1*. For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Industry	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

ITEM NO. 6.4

Backup Material will be distributed prior to Meeting

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: March 26, 2026

SUBJECT: Consideration of Second Extension to Agreement with County Sanitation District No. 2 of Los Angeles County for the purchase of Reclaimed Water

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:

The term of the agreement was 25 years and expired on September 27, 2025, with extensions through December 31, 2025 and March 31, 2026. City Staff is currently working with the District to renew the agreement. The District is working on updating the language and making some adjustments to the amount of water the City is able to purchase annually. Since staff is still negotiating with the District and the contract expires shortly, both the City and District have agreed to extend the existing agreement until September 30, 2026 so the District can still supply reclaimed water to the City.

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 September 30, 2026.

Exhibits:

1. Letter of Extension
2. Agreement between County Sanitation District and City of Industry, dated September 27, 2000



March , 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, and December 9, 2025 the District and the City signed letter amendments extending the expiration date of the Agreement to December 31, 2025 and March 31, 2026, respectively.

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 September 30, 2026 in accordance with the procedures set forth in Section 10.1 therein. The extended term of the Agreement will expire on September 30, 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

(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 from 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

COUNTY SANITATION DISTRICT NO.2
OF LOS ANGELES COUNTY

By: *Alan Wilson*
Mayor, City of Industry

By: *Louis C. Wallburg*
Chairperson, Board of Directors

SEP 27 2000

ATTEST:

ATTEST:

By: *Jacques*
City Clerk, City of Industry

By: *M. Alma Horvath*
Secretary

APPROVED AS TO FORM:
CITY ATTORNEY

APPROVED AS TO FORM:
KNAPP, MARSH, JONES & DORAN

By: *Ralph W. Hansen*
Dep. City Atty.

By: *Doug A. Burk*

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

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City Of Industry Reclaimed Water Pricing Estimate (with WWWD 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

APPENDIX A
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City Of Industry Reclaimed Water Pricing Estimate (with WVWD Distribution System, Carry-over Deficit and MWD Subsidy)

YEAR	2016	2017	2018	2019	2020	2021	2022	2023	2024	
Estimated Usage (AF)	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	
Annual fixed O&M (\$/AF) ⁽¹⁾	110	113	116	118	121	124	128	131	134	
Annual variable O&M (\$/AF) ⁽¹⁾	129	132	135	139	142	146	149	153	157	
MWD Subsidy (\$/AF) ⁽²⁾	-100	-100	-100	-100	-100	0	0	0	0	
Subtotal (\$/AF)	330	336	342	348	355	270	277	284	291	
Carryover Deficit	0	0	0	0	0	0	0	0	0	
Total (\$/AF)	330	336	342	348	355	270	277	284	291	
Alternative Water Supply										
GW Replacement Fee (\$/AF) ⁽¹⁾	368	377	386	396	406	416	427	437	448	
Variable Costs (\$/AF) ⁽¹⁾	104	107	110	112	115	118	121	124	127	
Total (\$/AF)⁽⁸⁾	425	436	446	458	469	481	493	505	518	
Difference Between Reclaimed Water System Cost and Alt. Water Supply (\$/AF)										
	95	100	105	110	115	211	216	221	227	
Price for reclaimed water										
Shared savings	NA	NA	NA	55	57	105	108	111	113	
Price Floor ⁽⁴⁾⁽¹⁾	51	52	53	NA	NA	NA	NA	NA	NA	
Price Ceiling ⁽⁵⁾⁽¹⁾	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Phase in policy ⁽⁶⁾	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Total (\$/AF)	51	52	53	55	57	105	108	111	113	
Total Reclaimed Water Cost to Industry (\$/AF)										
	380	388	395	403	412	375	385	394	404	
Total Savings to Industry (\$/AF)										
	92	96	101	106	109	159	163	167	171	
Price Floor (30% O&M) (\$/AF)										
	51	52	53	55	56	57	59	60	62	
Price Ceiling (100% O&M) (\$/AF)										
	168	172	177	181	185	190	195	200	205	

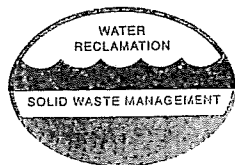
APPENDIX A
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City of Industry (with WWWD Distribution System)

PIPELINES	CAPITAL COSTS		Fraction of Unique Cost Allocation	UNIQUE COSTS ASSOCIATED W/ RECLAIM WATER SYSTEM	COMMENTS
	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	
WWWD		\$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.
WWWD		\$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.
WWWD		\$2,295,000	1.00	\$2,295,000	
SUBTOTAL	\$2,895,107	\$8,363,066		\$6,233,182	
TOTAL COMBINED	\$10,180,782	\$28,961,463		\$27,147,101	
TOTAL	\$39,142,245				
Capital costs used for pricing					
USBR Grant	\$27,147,101				
Capital costs used for pricing ⁽¹⁾	25%				
Capital costs used for pricing ⁽¹⁾⁽²⁾	\$20,360,326				
Interest Rate	2.8%				
Term	20 years				
Amortized capital costs ⁽¹⁾	\$1,343,354	per YR			
Amortized capital costs ⁽¹⁾⁽²⁾	\$191	per AFYR			

Notes: 1. Based on 25% grant from USBR
2. Based on 7,032 AFYR

APPENDIX A
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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				
	Pumping costs (included in annual O&M)			Comments
PUMP STATIONS				
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



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

¹Savings calculation is based on capital, unique operation and maintenance costs associated with reclaimed water usage provided by the City of Industry.

Attn: Mr. John Ballas

-2-

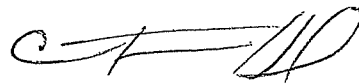
December 14, 2005

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.

<u>Reclaimed Water</u>		
932.88 af @ \$79.45/af		\$ 74,117.32
<u>Pump Operation & Maintenance</u>		719.19
<u>Power Cost</u>		
235,520 KWH @ \$0.117/kwh		27,555.84
TOTAL AMOUNT DUE		<u>\$102,392.35</u>

\$ 0.77 / AF

\$ 29.54 / AF

$\Sigma = \$109.76 / AF$

MAKE ALL CHECKS PAYABLE TO COUNTY SANITATION DISTRICT NO

2

(CSD2D)

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
Sean Calvillo, Director of Operations

DATE: March 26, 2026

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with Sage Environmental Group LLC, for on-call biological monitoring support services, extending the term through March 31, 2029, and revising the rate schedule

Background:

On August 1, 2017, the City Council approved a Professional Services Agreement (“Agreement”) with Sage Environmental Group, LLC, (“Sage”) to provide on-call biological monitoring support services for an amount not-to-exceed \$288,000.00. Sage has provided these services City-wide on a variety of projects and on-going tasks such as fuel load management and invasive plant removals within open space areas. Sage has provided support to Staff on projects and properties such as biological monitoring at Follows Camp, Tonner Canyon, Walnut Drive South Street Widening and Storm Drain Improvements and other City-owned properties.

On February 27, 2020, the City Council approved Amendment No. 1, extending the term of the Agreement through February 27, 2023, to allow Sage to continue providing on-call biological monitoring services to the City and amending the rate schedule to reflect the current rates. On March 11, 2021, the City Council approved Amendment No. 2 to update the scope of services to provide California Environmental Quality Act compliance documentation and monitoring for routine maintenance activities, including Follows Camp, Tonner Canyon and the Arnold Reservoir along with increasing compensation by \$200,000.00. It was also necessary to include language requiring indemnity specific to independent contractors. On March 23, 2023, the City Council approved Amendment No. 3 extending the term through March 31, 2026, revising the rate schedule and increasing compensation by \$300,000.00.

Discussion:

Sage continues to provide the City and Staff with on-call biological and environmental services throughout the City. The Agreement expires on March 31, 2026, and Staff recommends approving Amendment No. 4 for Sage to continue providing these services through March 31, 2029, to update the rate schedule to reflect Sage's current rates.

Fiscal Impact:

There is no fiscal impact with this Amendment as sufficient budget remains on the contract.

Recommendation:

It is recommended that the City Council approve Amendment No. 4 to the Professional Services Agreement with Sage Environmental.

Exhibits:

1. Amendment No. 4 Sage Environmental
2. Sage Environmental Group - On Call Agreement

**AMENDMENT NO. 4
TO AGREEMENT FOR CONSULTING SERVICES WITH
SAGE ENVIRONMENTAL GROUP**

This Amendment No. 4 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 26th day of March, 2026, by and between the City of Industry, a municipal corporation, (“City”) and Sage Environmental Group LLC, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about August of 2017, the Agreement was entered into and executed between the City and Consultant to provide on-call biological monitoring support services; and

WHEREAS, on or about February 27, 2020 Amendment No. 1 was approved extending the term through February 27, 2023, to allow Consultant to continue providing on-call biological monitoring services, amending the rate schedule to reflect Consultant’s current rates, and revising the address for the City Attorney; and

WHEREAS, on or about March 11, 2021 Amendment No. 2 was approved to amend the scope of services to include biological monitoring and California Environmental Quality Act compliance documentation and monitoring at City properties, a budget increase in the amount of \$200,000.00, and included language requiring indemnity specific to independent contractors; and

WHEREAS, on or about March 23, 2023 Amendment No. 3 was approved to amend the Agreement to extend the term through March 31, 2026, to allow Consultant to continue providing biological monitoring services, revise the rate schedule to reflect Consultant’s current rates, and provide a companion increase in compensation of \$300,000.00; and

WHEREAS, the Agreement expires on March 31, 2026, and it is necessary to amend the Agreement to extend the term through March 31, 2029, to allow Consultant to continue providing biological monitoring services, and revise the rate schedule to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 4, 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, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on February 28, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2029, unless sooner terminated pursuant to the provisions of this Agreement.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment 1, 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. 4 to the Agreement as of the Effective Date.

**“CITY”
CITY OF INDUSTRY**

**“CONSULTANT”
SAGE ENVIRONMENTAL GROUP**

By: _____
Joshua Nelson, City Manager

By: _____
Alissa Cope, Principal

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

**ATTACHMENT 1
EXHIBIT B
RATE SCHEDULE**

Charges for professional, technical, administrative and prevailing wage services and equipment directly charging time and materials to the project will be calculated and billed based on the following.

Professional Services	Rate (per hour)
Principal in Charge	\$ 300.00
Project Manager	\$ 250.00
Senior Biologist/Botanist	\$ 200.00
Senior Regulatory Specialist	\$ 180.00
Associate Biologist/Botanist	\$ 180.00
Senior Cultural Resources Specialist	\$ 200.00
Associate Cultural Resources Specialist	\$ 180.00
Principal Environmental Planner	\$ 200.00
Associate Environmental Planner	\$ 180.00
CADD/GIS Technician	\$ 160.00
Word Processor	\$ 90.00

Sage Environmental Group holds active California State Contractors License Number 947034 (C27-Landscaping)

Landscape Maintenance Prevailing Wage Classifications (rate per hour)

- Landscape Supervisor/Project Manager \$180.00
- Skilled Laborer (Licensed Herbicide Applicator) \$ 140.00
- Foreman (Crew Lead) \$120.00
- Landscape Maintenance Laborer (Crew II) \$90.00

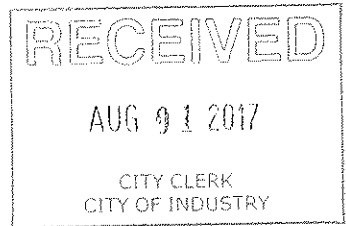
Construction Prevailing Wage Classifications (rate per hour)

- Landscape Operating Engineer \$210.00
- Landscape Irrigation and Hydroseed Laborer \$180.00
- Construction Laborer \$120.00

Equipment (rates are per day)

- 4x4 Truck (F150, F250) \$200.00
- Water Trailer \$350.00
- Stakebed Truck \$400.00
- ATC (Kubota) \$250.00
- Spray Rig (Kubota mounted) \$550.00
- Bobcat, Loader, Excavator, Skid Steer \$850.00
- Rotary Mower Attachment \$ 350.00
- Rotary Forestry Attachment \$450.00
- Forestry (FECON) Attachment. \$450.00
- Water Truck, Dump Truck \$700.00
- Chipper, Hydroseeder \$450.00
- Roll-off Truck \$600.00
- GPS Unit \$50.00
- Herbicide and adjuvant per oz billing rates provided upon request

**EXHIBIT A TO AMENDMENT NO. 4:
AGREEMENT FOR CONSULTING SERVICES WITH SAGE ENVIRONMENTAL
GROUP, LLC (DATED AUGUST 1, 2017)**



CITY OF INDUSTRY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 1, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Sage Environmental Group LLC, a California limited liability company ("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 8, 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 on-call biological monitoring support 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 Eighty-Eight Thousand Dollars (\$288,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

Attention: City Manager

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

To Consultant: Alissa Cope, President
Sage Environmental Group LLC
24040 Camino Del Avion, Suite A77
Monarch Beach, CA 92629

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is 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

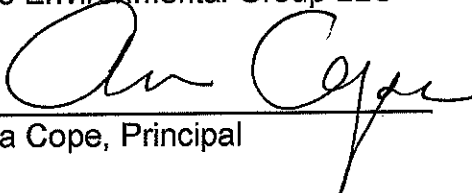
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

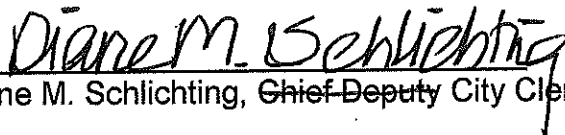
"CITY"
City of Industry

By: 
Paul J. Philips, City Manager

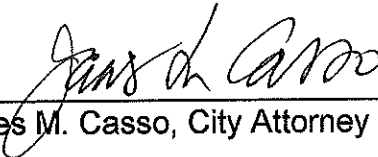
"CONSULTANT"
Sage Environmental Group LLC

By: 
Alissa Cope, 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

Consultant shall provide citywide on-call biological monitoring support services to include, but not limited to:

- Fuel load management; and
- Invasive plant removal within open space areas to support biological resources, including sensitive plant and animal species.

Consultant shall provide a Biological Monitoring Letter Report and photo documentation for each task area assigned.

EXHIBIT B

RATE SCHEDULE

Principal in Charge \$ 180.00

Project Manager \$ 165.00

Senior Biologist/Botanist \$ 150.00

Senior Regulatory Specialist \$ 150.00

Associate Biologist/Botanist \$ 130.00

Licensed Herbicide Applicator \$ 95.00

Senior Cultural Resources Specialist \$ 145.00

Assoc. Cultural Resources Specialist \$ 120.00

Principal Environmental Planner \$ 165.00

Assoc. Environmental Planner \$ 130.00

CADD/GIS Technician \$ 110.00

Word Processor \$ 80.00

Field Crew Supervisor \$ 75.00

Field Crew Labor \$ 48.00

Expert witness testimony and participation in a judicial or administrative proceeding is available at two hundred percent (200%) of the rate set forth in this Rate Schedule. Preparation time shall be billed at the standard billing rate.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
Upendra Joshi, Senior Project Manager

DATE: March 26, 2026

SUBJECT: Consideration and Discussion of a Citywide Bus Shelter Design

Background:

Foothill Transit provides bus service within the City's jurisdiction. The City currently maintains approximately 100 bus stops across its boundaries, however, none of these stops are equipped with bus shelters.

Discussion:

Staff seeks direction from the City Council on whether the City should proceed with installing bus shelters at Foothill Transit bus stops. Staff conducted extensive research on various bus shelter models, materials, and installation approaches to identify options that align with the City's functional needs, aesthetic preferences, right-of-way constraints, and long-term maintenance capabilities. The review included an evaluation of traditional prefabricated shelters, modular shelter systems, and solar-powered shelter configurations.

As part of this effort, staff also reviewed Americans with Disabilities Act ("ADA") guidelines related to bus stop design, landing pads, and pedestrian pathways to ensure that any future shelter installations would be fully compliant. Considerations included minimum clearances, accessibility requirements for mobility devices, appropriate boarding and alighting areas, and connections to existing sidewalk infrastructure.

In evaluating shelter options, staff considered standard sidewalk widths throughout the City, as well as the existing geometric design of streets, parkways, and parkway landscaping. The goal was to identify shelter types that can be feasibly installed within typical right-of-way constraints without requiring substantial grading, relocation of utilities, or reconstruction of sidewalk segments.

Based on this research, staff have identified several shelter models that appear suitable for the City's built environment and operational needs. From the models reviewed, staff focused on three shelter designs that would be compatible with the City's right-of-way and ADA accessibility requirements. Due to the limited sidewalk widths in many areas of the City, staff prioritized designs that use a single-line post structure, which minimizes obstructions and ensures compliance with ADA clearances. The cost for these three bus shelter are shown on Exhibit A.

Of the three options evaluated, the staff recommends the Grand Mirage Series bus shelter. This design provides a streamlined structure, accommodates the City's sidewalk constraints, and offers durable materials and aesthetic features that align with the City's visual standards. Staff believes the Grand Mirage Series represents the most effective balance of functionality, accessibility, and suitability for long-term maintenance.

Fiscal Impact:

There is no fiscal impact associated with this item at this time. Upon City Council direction, the estimated total cost for the bus shelter ranges from approximately \$1,459,631.25 to \$1,627,172.40, depending on the bus shelter selection. These costs will be budgeted for in a future CIP budget (CIP-TRAN-19-045-B).

Recommendation:

Staff recommends that the City Council review the shelter options presented and provide direction on the preferred bus shelter type, including whether to proceed with the installation of the recommended Grand Mirage Series or select an alternative option.

Exhibits:

1. Bus Shelter Examples

BUS SHELTERS

Bus Shelter Series

Colors Selection

URBAN SERIES



PALM SERIES



OASIS SERIES



GRAND MIRAGE SERIES



JOURNEY SERIES



CLASSIC SERIES



COAST SERIES



AURORA SERIES



RAL CLASSIC	
Yellow hues	30
Orange hues	14
Red hues	25
Violet hues	12
Blue hues	25
Green hues	37
Grey hues	38
Brown hues	20
White & black hues	15

RECOMMENDED SERIES

Palm Series



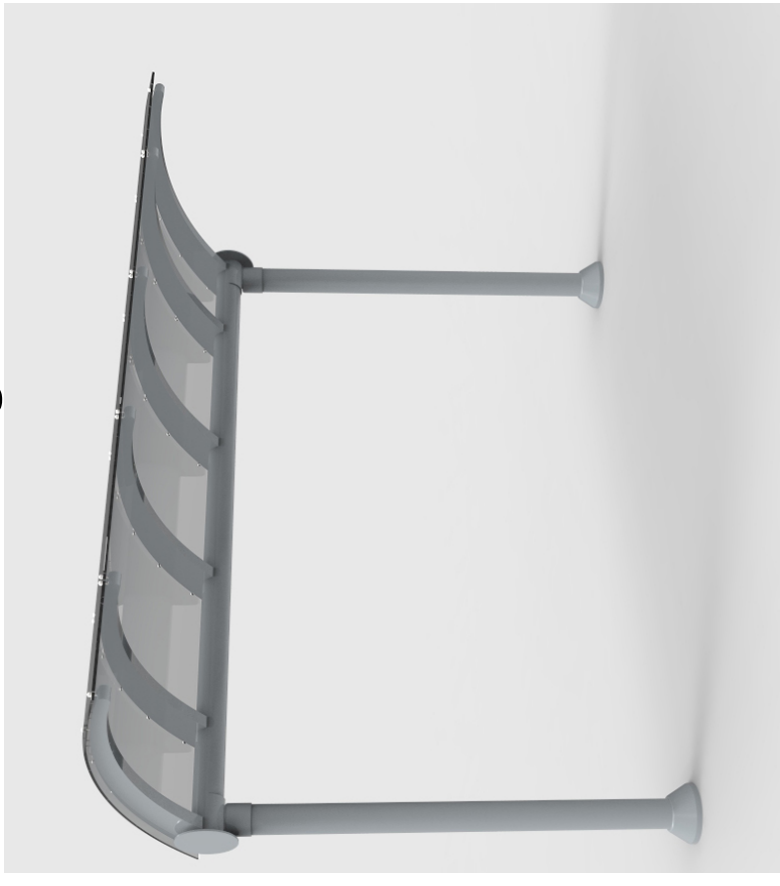
Palm Series	
(5) 4'Wx13'L	(10+) 4'Wx13'L
Aluminum Roofing	\$ 13,225.00
Polycarbonate Roofing	\$ 12,725.00
Solar Powered LED	\$ 2,200.00
	\$ 12,233.13
	\$ 11,770.63

Urban Series



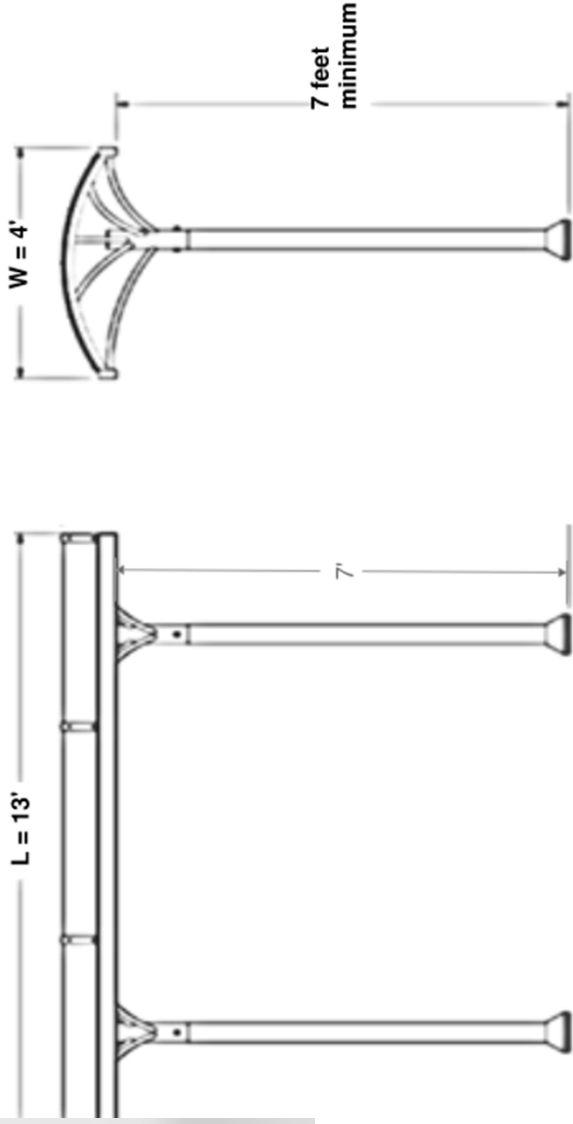
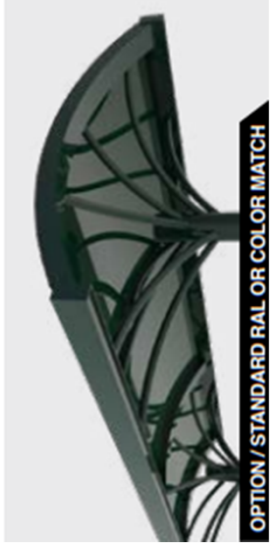
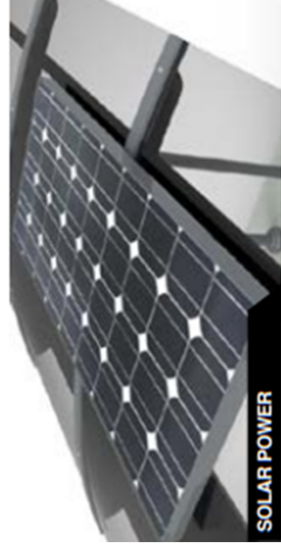
Urban Series	
(5) 4'Wx13'L	(10+) 4'Wx13'L
Aluminum Roofing	\$ 14,375.00
Polycarbonate Roofing	\$ 13,875.00
Solar Powered LED	\$ 2,200.00
	\$ 13,296.88
	\$ 12,834.38

Grand Mirage Series

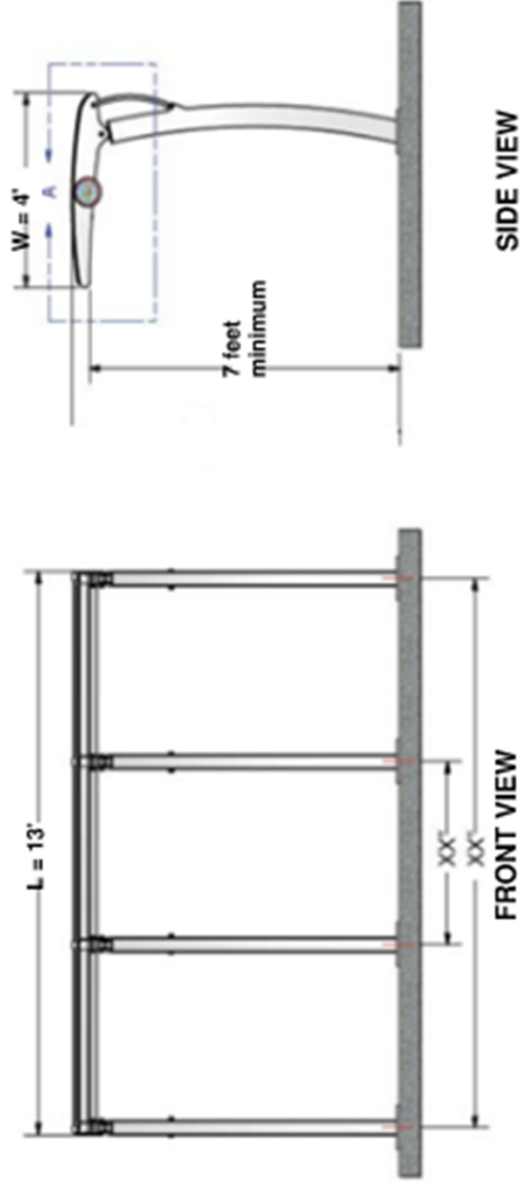


Grand Mirage	
(5) 4'Wx13'L	(10+) 4'Wx13'L
Aluminum Roofing	\$ 12,650.00
Polycarbonate Roofing	\$ 12,150.00
Solar Powered LED	\$ 2,200.00
	\$ 11,701.25
	\$ 11,238.75

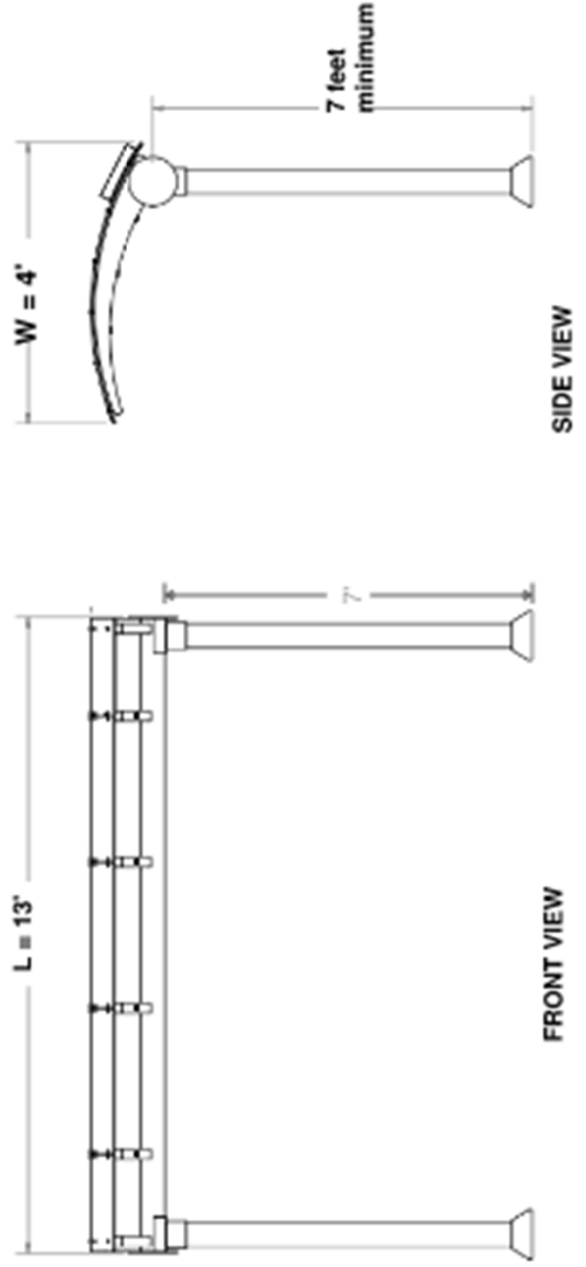
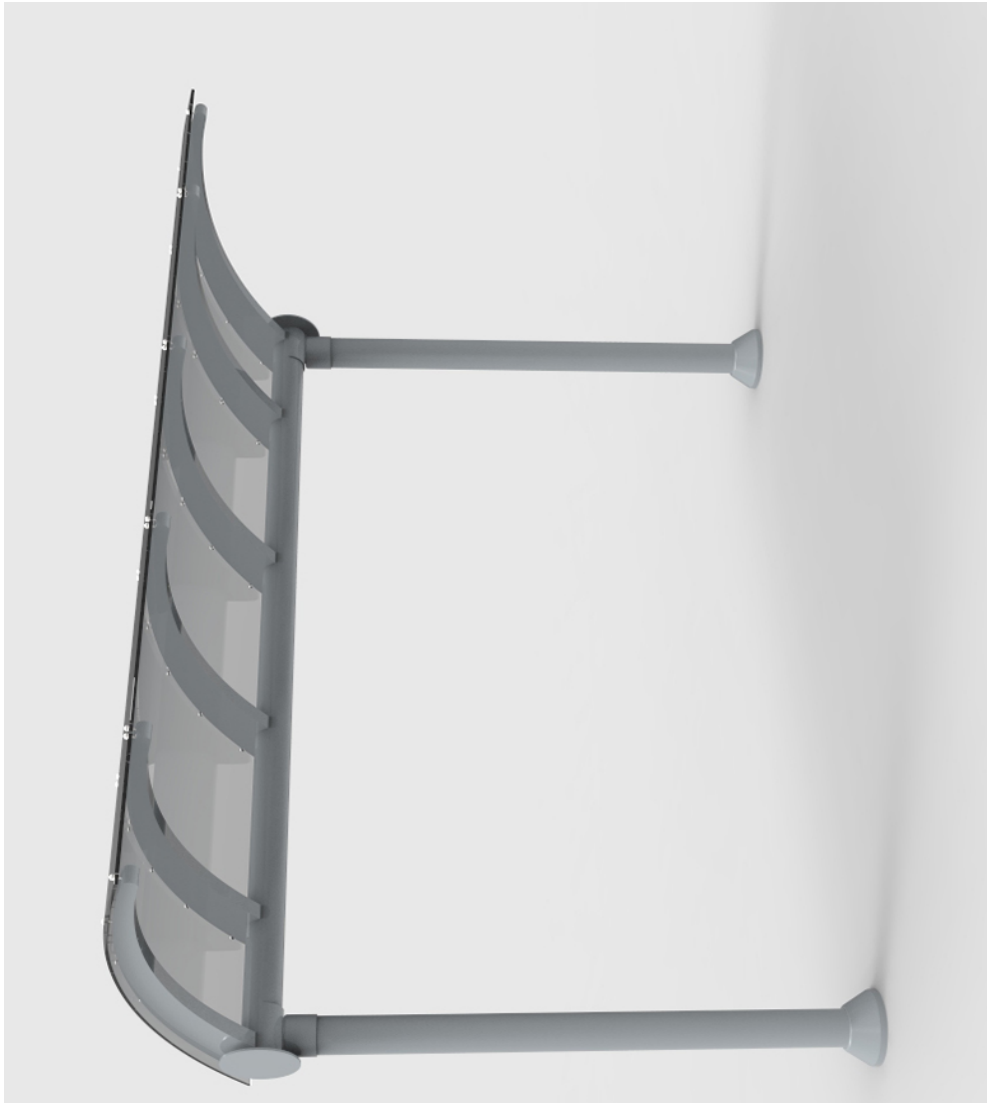
PALM SERIES



URBAN SERIES



GRAND MIRAGE



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: March 26, 2026

SUBJECT: Consideration of a Professional Services Agreement with Kana Subsurface Engineering, to provide utility location and potholing services in an amount not to exceed \$71,098.00, through March 25, 2027

Background:

Staff recently requested proposals for utility locating and potholing services for the Railroad Street Improvements project from Azusa Avenue to Fullerton Road. The project involves the pavement rehabilitation of Railroad Street from Azusa Ave to Fullerton Road. As part of the rehabilitation, the damaged sidewalk, driveways, curb and gutter, catch basin will be reconstructed. Also, upgrading driveways and curb ramps to meet ADA compliance. The utility locating and potholing services provide the vertical locations and sizes of the utilities in the street which then will be incorporated into the design of the project, based on the results of the potholing.

Discussion:

On March 3, 2026, the request for a proposal was emailed to six (6) contractors to conduct the utility locating and potholing services at 71 locations on Railroad Street, backfilling the pothole, submitting the data report. On March 9, 2026, Five (5) proposals were received. The review has found that Kana Subsurface Engineering ("KSE") submitted the lowest responsive proposal and has the relevant experience, qualifications, and licensing necessary to complete the services. Below is a table of all proposals and their prices.

Company	Amount
KSE	\$71,098.00
Underground Solutions Inc	\$86,140.00

Bess Testlab	\$87,760.70
Cbelow	\$101,766.40
T2 Utility	\$133,720.00

Fiscal Impact:

The fiscal impact is \$71,098.00. In the adopted Fiscal Year 2025-2026 Capital Improvement Project budget, \$250,000.00 is approved for this work (Account No. 120-702-5130, MP 22-17).

Recommendation:

It is hereby recommended that the City Council approve the Agreement with Kanna Subsurface Engineering.

Exhibits:

1. Professional Services Agreement with Kana Subsurface Engineering, dated March 26, 2026

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 26, 2026 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Kana Subsurface Engineering (“Consultant”), 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 March 26, 2029, 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 utility locating 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 Seventy One Thousand Ninety-Eight dollars (\$71,098.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days' work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. 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 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 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.

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.

(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.

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 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: Kana Subsurface Engineering
12620 Magnolia Avenue
Riverside, CA 92503

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under

this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Kana Subsurface Engineering

By: _____
Joshua Nelson, City Manager

By: _____
Malo Tauaese Jr., Manager

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 services for Railroad Street project:

- Establish the vertical location, material, and size of City-selected utilities using air-vacuum excavation at up to seventy-one (71) locations
- Following excavation, the testholes will be backfilled with native material, and surface restored with native material as required
- Prepare and submit Testholes Data Reports, including Photo Logs

EXHIBIT B
RATE SCHEDULE

The work is funded in the approved Railroad Street Pavement Rehabilitation budget under Account No. 120-702-5130. (MP 22-17)

7000	POTHOLING			
01	Pothole	71.00 EA	780.00	55,380.00
02	USA Markout	1.00 LS	560.00	560.00
			Total:	<u>55,940.00</u>
1350	MOBILIZATION			
01	Mobilization	1.00 LS	4,656.00	4,656.00
			Total:	<u>4,656.00</u>
1000	ADMIN			
01	Pothole Report	1.00 LS	210.00	210.00
02	Permit/Fees - No Fee Permit	0.00 LS	0.00	0.00
			Total:	<u>210.00</u>
1150	TRAFFIC CONTROL			
01	Traffic Control Setup/Flagging	1.00 LS	10,292.00	10,292.00
			Total:	<u>10,292.00</u>
Total For POTHOLING				55,940.00
Total For MOBILIZATION				4,656.00
Total For ADMIN				210.00
Total For TRAFFIC CONTROL				10,292.00
			Total:	<u>71,098.00</u>

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. 6.9

Backup Material will be distributed prior to Meeting

ITEM NO. 6.10

Backup Material will be distributed prior to Meeting