



**CITY COUNCIL
SPECIAL MEETING
AGENDA**

APRIL 14, 2026 AT 8:30 AM

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

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

ADDRESSING THE CITY COUNCIL:

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

Public Comments (Agenda Items Only): During oral communications, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.

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: 294 686 020 492 47

Meeting Passcode: n4pB62Ld

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 955 219 822#

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.

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1. Call to Order
 2. Flag Salute
 3. AB 2449 Vote on Emergency Circumstances (if necessary)
 4. Roll Call
 5. Presentations-Autism Awareness Month

6. **CONSENT CALENDAR**

- 6.1. Consideration of the Register of Demands for April 9, 2026

RECOMMENDED ACTION:
Ratify the Register of Demands for April 9, 2026.

- 6.2. Consideration of a Participant Agreement with the County of Los Angeles and participating entities for the Los Angeles Region – Imagery Acquisition Consortium 8 Project, in the amount of \$39,071.00

RECOMMENDED ACTION: *Approve the Agreement.*

- 6.3. Consideration of a License Agreement with County of Los Angeles Registrar-Recorder County Clerk, for access to Assessor’s Parcel No. 8208-025-943, to utilize as a Temporary Overflow Parking Area

RECOMMENDED ACTION: *Approve the License Agreement.*

- 6.4. Consideration of Resolution No. CC 2026-09 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO MEGAN’S WINGS INC., IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), FOR ITS PATIENT AID PROGRAMS

RECOMMENDED ACTION: *Adopt Resolution No. CC 2026-09.*

- 6.5. Consideration of a Construction, Operation and Maintenance Agreement with the Union Pacific Railroad Company (UPRR) and The 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.*

- 6.6. Consideration of Granting a Temporary Construction Easement Deed to Los Angeles County Metropolitan Authority (LA Metro) for Parcel Number (APN) 8564-007-901
- RECOMMENDED ACTION: Approve and authorize the City Manager to execute the Temporary Construction Easement.*
- 6.7. Consideration of a License Agreement with Puente Hills Hyundai, LLC., for access to parcel APN 8262-015-901 at 1 Industry Hills Parkway, for use as a Temporary Overflow Parking Area for Vehicle Inventory
- RECOMMENDED ACTION: Approve the License Agreement.*
- 6.8. Consideration of an Agreement with Los Angeles World Cup 2026 Host Committee to Purchase and Install Banners Supporting the 2026 FIFA World Cup
- RECOMMENDED ACTION: Approve the Agreement.*
- 6.9. Consideration of Amendment No. 4 to the Agreement for Design-Build Services with Progressive Trail Design, for the Design and Construction of a Mountain Biking Trail at Industry Hills
- RECOMMENDED ACTION: Approve the Amendment.*
- 6.10. Consideration of Resolution No. CC 2026-10 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00), FOR ITS ANNUAL GOLF TOURNAMENT
- RECOMMENDED ACTION: Adopt Resolution No. CC 2026-10.*
- 6.11. Consideration of Amendment No. 4 to the Professional Services Agreement with MuniEnvironmental, LLC, for Environmental and Recycling Consulting Services, extending the term through April 30, 2027, revising the rate schedule, and increasing compensation by \$281,580.00
- RECOMMENDED ACTION: Approve Amendment No. 4.*

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)
Kevin Roberto Izquierdo v. Oscar David Rodas Vasquez, et al.
Los Angeles County Superior Court Case No. 24PSCV01306

10. CITY MANAGER REPORTS

11. AB 1234 REPORTS

12. CITY COUNCIL COMMUNICATIONS

13. Adjournment. The next regular City Council Meeting is Thursday, April 23, 2026, at 9:00 AM.

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF APRIL 9, 2026**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,024,243.00
103	PROP A FUND	39,337.03
107	MEASURE W FUND	20,752.24
120	CAPITAL IMPROVEMENTS	360,841.62
TOTAL ALL FUNDS		1,445,173.89

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOOUNT	96,624.76
PROP/A	PROP A - CKING ACCOUNT	39,337.03
M/W	MEASURE W - CKING ACCOUNT	20,752.24
WFBK	WELLS FARGO - CKING ACCOUNT	1,288,459.86
TOTAL ALL BANKS		1,445,173.89

APPROVED PER CITY MANAGER

DATE



**CITY OF INDUSTRY
BANK OF AMERICA
April 9, 2026**

Check	Date	Payee Name		Check Amount
CITYGEN.CHK - City General				
WT1464	03/23/2026	CAL-PERS		\$89,538.41
	Invoice	Date	Description	Amount
	APR-26	03/23/2026	CALPERS MEDICAL PREMIUM FOR APRIL 2026	\$89,538.41
WT1465	04/01/2026	JOHN HANCOCK USA		\$7,086.35
	Invoice	Date	Description	Amount
	2/28/26-3/13/26	04/01/2026	PARS CONTRIBUTIUONS FOR 2/28/26-3/13/26	\$7,086.35

Checks	Status	Count	Transaction Amount
	Total	2	\$96,624.76

**CITY OF INDUSTRY
PROP A
April 9, 2026**

Check	Date				Payee Name	Check Amount
PROPA.CHK - Prop A Checking						
90766	03/25/2026				WALNUT VALLEY WATER DISTRICT	\$47.02
	Invoice	Date	Description	Amount		
	5603631	03/12/2026	2/1-2/28/26 SVC-PLATFORM METROLINK BREA CYN	\$47.02		
90767	04/01/2026				WALNUT VALLEY WATER DISTRICT	\$415.48
	Invoice	Date	Description	Amount		
	5602642	03/10/2026	2/1-2/28/26 SVC-IRR METROLINK STN-SPANISH LN	\$415.48		
90768	04/09/2026				CNC ENGINEERING	\$33,067.50
	Invoice	Date	Description	Amount		
	514737	03/26/2026	ANNUAL BUS STOP ADA IMPROVEMENTS	\$12,382.50		
	514738	03/26/2026	METROLINK STATION COMMUTER RAIL STATION	\$252.50		
	514739	03/26/2026	FULLERTON RD GRADE SEPARATION	\$1,075.00		
	514740	03/26/2026	FULLERTON RD GRADE SEPARATION	\$14,057.50		
	514741	03/26/2026	TURNBULL CYN GRADE SEPARATION	\$5,300.00		
90769	04/09/2026				INDUSTRY SECURITY SERVICES	\$5,704.00
	Invoice	Date	Description	Amount		
	SG-ML-2082	03/20/2026	SECURITY SVC-METROLINK	\$2,852.00		
	SG-ML-2083	03/27/2026	SECURITY SVC-METROLINK	\$2,852.00		
90770	04/09/2026				SO CAL INDUSTRIES	\$103.03
	Invoice	Date	Description	Amount		
	790698	03/17/2026	RR RENTAL-METROLINK	\$103.03		

Checks	Status	Count	action	Amount
	Total	5		\$39,337.03

**CITY OF INDUSTRY
MEASURE W
April 9, 2026**

Check	Date				Payee Name	Check Amount
MEASUREW.WF.CHK - Measure W Wells Fargo Checking						
300203	04/09/2026				CASC ENGINEERING AND CONSULTIN	\$4,425.00
	Invoice	Date	Description		Amount	
	54780	02/28/2026	NPDES CONSULTING SVC		\$4,425.00	
300204	04/09/2026				CNC ENGINEERING	\$2,150.00
	Invoice	Date	Description		Amount	
	514735	03/26/2026	FOUR GRADE SEPARATION PUMP STATIONS		\$1,850.00	
	514736	03/26/2026	CATCH BASIN RETROFITS-PHASE 3		\$300.00	
300205	04/09/2026				LOS ANGELES COUNTY PUBLIC WOR	\$14,177.24
	Invoice	Date	Description		Amount	
	PW-26030905101	03/09/2026	PUMP HOUSE MAINT		\$12,287.22	
	PW-26030905138	03/09/2026	PUMP HOUSE MAINT		\$1,890.02	

Checks	Status	Count	Transaction Amount
	Total	3	\$20,752.24

**CITY OF INDUSTRY
WELLS FARGO WIRE TRANSFERS
April 9, 2026**

Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

WT10100	03/24/2026			\$13,166.65
Invoice	Date	Description	Amount	
3/3-4/3/26-J	03/03/2026	CREDIT CARD EXPENSE P/E 3/3/26-JOSH	\$1,905.92	
3/3-4/3/26-S	03/03/2026	CREDIT CARD EXPENSE P/E 3/3/26-SAM	\$4,408.09	
3/3-4/3/26-V	03/03/2026	CREDIT CARD EXPENSE P/E 3/3/26-VERONICA	\$6,852.64	

Checks	Status	Count	Transaction Amount
	Total	1	\$13,166.65

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
87021	03/25/2026			FRONTIER	\$2,198.68
	Invoice	Date	Description	Amount	
	2026-00001609	03/05/2026	3/5-4/4/26 SVC-15625 STAFFORD ST C	\$1,836.83	
	2026-00001610	03/10/2026	3/10-4/9/26 SVC-600 BREA CYN RD	\$361.85	
87022	03/25/2026			INDUSTRY PUBLIC UTILITY COMMISSI	\$9,916.98
	Invoice	Date	Description	Amount	
	2026-00001605	03/10/2026	2/1-3/1/26 SVC-600 S BREA CYN RD CHARGING STN	\$3,452.33	
	2026-00001606	03/10/2026	2/1-3/1/26 SVC-600 BREA CYN RD	\$6,184.86	
	2026-00001607	03/10/2026	2/1-3/1/26 SVC-16296 TEMPLE AVE A	\$11.89	
	2026-00001608	03/10/2026	2/1-3/1/26 SVC-19296 TEMPLE AVE B	\$267.90	
87023	03/25/2026			ROWLAND WATER DISTRICT	\$3,524.13
	Invoice	Date	Description	Amount	
	2026-00001582	03/04/2026	1/20-2/22/26 SVC-AZUSA AVE	\$131.64	
	2026-00001583	03/04/2026	1/20-2/22/26 SVC-AZUSA AVE - CENTER	\$141.82	
	2026-00001584	03/04/2026	1/20-2/22/26 SVC-930 S AZUSA AVE	\$478.89	
	2026-00001585	03/04/2026	1/20-2/22/26 SVC-17401 E VALLEY BLVD	\$817.55	
	2026-00001586	03/04/2026	1/20-2/22/26 SVC-18044 ROWLAND ST	\$612.59	
	2026-00001587	03/04/2026	1/20-2/22/26 SVC-HURLEY ST & VALLEY BLVD	\$455.94	
	2026-00001588	03/04/2026	1/20-2/22/26 SVC-1123 HATCHER ST STE D	\$204.08	
	2026-00001589	03/04/2026	1/20/2/22/26 SVC-1135 HATCHER AVE	\$116.87	
	2026-00001590	03/04/2026	1/20-2/22/26 SVC-1123 HATCHER ST STE C	\$130.64	
	2026-00001591	03/04/2026	1/20-2/22/26 SVC-1015 NOGALES ST - PUMP HOUSE	\$326.42	
	2026-00001592	03/04/2026	1/20-2/22/26 SVC-1023 NOGALES ST - IRR	\$107.69	
87024	03/25/2026			SAN GABRIEL VALLEY WATER CO.	\$237.48

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2026-00001611	03/17/2026	2/12-3/16/26 SVC-14329 VALLEY BLVD	\$237.48
87025	03/25/2026		SOCALGAS	\$5,359.47
	Invoice	Date	Description	Amount
	2026-00001601	03/10/2026	2/4-3/6/26 SVC-15625 MAYOR DAVE WAY APT A	\$2,667.80
	2026-00001602	03/10/2026	2/4-3/6/26 SVC-15625 MAYOR DAVE WAY APT B	\$1,357.52
	2026-00001603	03/10/2026	2/4-3/6/26 SVC-15651 MAYOR DAVE WAY	\$549.59
	2026-00001604	03/10/2026	2/4-3/6/26 SVC-15633 RAUSCH RD	\$784.56
87026	03/25/2026		SOUTHERN CALIFORNIA EDISON	\$1,252.72
	Invoice	Date	Description	Amount
	2026-00001593	03/12/2026	2/10-3/11/26 SVC-122 N PUENTE AVE U1	\$120.15
	2026-00001594	03/11/2026	2/5-3/8/26 SVC-VARIOUS SITES	\$54.23
	2026-00001595	03/12/2026	2/10-3/11/26 SVC-122 PUENTE AVE U1 PED	\$91.23
	2026-00001596	03/12/2026	2/10-3/11/26 SVC-575 BALDWIN PARK BLVD U	\$108.03
	2026-00001597	03/13/2026	2/11-3/12/26 SVC-490 S 7TH AVE	\$114.08
	2026-00001598	03/13/2026	2/11-3/12/26 SVC-504 S 6TH AVE U TC1	\$94.30
	2026-00001599	03/06/2026	2/1-2/28/26 SVC-600 S BREA CYN - METROLINK	\$73.22
	2026-00001600	03/09/2026	2/5-3/8/26 SVC-1123 HATCHER AVE STE A	\$597.48
87027	03/25/2026		THREE VALLEYS MUNICIPAL WATER I	\$3,153.93
	Invoice	Date	Description	Amount
	6878	02/28/2026	2/1-2/28/26 SVC-TONNER CYN	\$3,153.93
87028	03/25/2026		VERIZON BUSINESS	\$193.61
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	64820557	03/10/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$47.25
	64820558	03/10/2026	2/1-2/28/26 SVC-VARIOUS SITES	\$146.36
87029	03/25/2026		WALNUT VALLEY WATER DISTRICT	\$3,026.60
	Invoice	Date	Description	Amount
	5602671	03/10/2026	2/1-2/28/26 SVC-IRR 820 FAIRWAY DR	\$99.05
	5602721	03/10/2026	2/1-2/28/26 SVC-LEMON AVE N OF CURRIER RD	\$91.74
	5602836	03/10/2026	2/1-2/28/26 SVC-60 FWY INTERCHANGE FAIRWAY DR	\$48.06
	5602756	03/10/2026	2/1-2/28/26 SVC-BREA CYN RD & OLD RANCH RD	\$70.46
	5602772	03/10/2026	2/1-2/28/26 SVC-FERRERO & GRAND EAST RAMP	\$725.29
	5602817	03/10/2026	2/1-2/28/26 SVC-21350 VALLEY-MEDIAN	\$58.30
	5602818	03/10/2026	2/1-2/28/26 SVC-GRAND CROSSING EAST	\$64.38
	5602819	03/10/2026	2/1-2/28/26 SVC-GRAND CROSSING WEST	\$73.50
	5602820	03/10/2026	2/1-2/28/26 SVC-BAKER PKWY & GRAND N/W CNR	\$190.25
	5602827	03/10/2026	2/1-2/28/26 SVC-E/S GRAND S/O BAKER PKWY	\$138.57
	5602833	03/10/2026	2/1-2/28/26 SVC-BREA CYN N OF RR TRKS	\$212.22
	5602834	03/10/2026	2/1-2/28/26 SVC-BREA CYN N OF CURRIER	\$111.90
	5202790	03/10/2026	2/1-2/28/26 SVC-BAKER PKWY MTR #1	\$149.11
	5602791	03/10/2026	2/1-2/28/26 SVC-BAKER PKWY MTR #2	\$150.26
	5602797	03/10/2026	2/1-2/28/26 SVC-GRAND AVE CROSSING	\$176.76
	5602798	03/10/2026	2/1-2/28/26 SVC-GRAND AVE CROSSING	\$147.96
	5602800	03/10/2026	2/1-2/28/26 SVC-22002 VALLEY BLVD	\$219.42
	5602858	03/10/2026	2/1-2/28/26 SVC-21627 GRAND CROSSING PKWY #3	\$149.11
	5602859	03/10/2026	2/1-2/28/26 SVC-21627 GRAND CROSSING PKWY #4	\$150.26
87030	03/27/2026		AIRESPRING INC	\$1,448.20
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	207008616	03/16/2026	INTERNET SVC-HOMESTEAD	\$1,448.20
87031	03/27/2026		HUMANA INSURANCE COMPANY	\$7,060.97
	Invoice	Date	Description	Amount
	389690223	03/13/2026	DENTAL PREMIUM FOR APRIL 2026	\$7,060.97
87032	03/27/2026		L A COUNTY REGISTRAR-RECORDER	\$25.00
	Invoice	Date	Description	Amount
	3/26/2026	03/26/2026	FILING FEE-NOTICE OF EXEMPTION FOR MP 20 28 1	\$25.00
87033	03/27/2026		MUTUAL OF OMAHA - PAYMENT PROC	\$9,451.49
	Invoice	Date	Description	Amount
	2066502184	03/17/2026	LIFE INS PREMIUM FOR APRIL 2026	\$9,451.49
87034	03/27/2026		UNUM LIFE INSURANCE COMPANY OF	\$11,842.00
	Invoice	Date	Description	Amount
	4/1-4/30/26	03/18/2026	LONG TERM CARE PREMIUM FOR APRIL 2026	\$11,842.00
87035	04/01/2026		FRONTIER	\$387.68
	Invoice	Date	Description	Amount
	2026-00001617	03/16/2026	3/16-4/15/26 SVC-BREA CYN PUMP STN	\$115.58
	2026-00001618	03/16/2026	3/16-4/15/26 SVC-PH AUTO PLAZA	\$272.10
87036	04/01/2026		SAN GABRIEL VALLEY WATER CO.	\$1,136.13
	Invoice	Date	Description	Amount
	2026-00001614	03/18/2026	2/17-3/17/26 SVC-123 WORKMAN MILL	\$334.81
	2026-00001615	03/18/2026	2/17-3/17/26 SVC-132 IRRIG PUENTE	\$495.13

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2026-00001616	03/18/2026	2/17-3/17/26 SVC-13756 VALLEY	\$306.19
87037	04/01/2026		SOCALGAS	\$36.07
	Invoice	Date	Description	Amount
	2026-00001619	03/19/2026	2/13-3/17/26 SVC-610 S BREA CYN	\$15.78
	2026-00001620	03/19/2026	2/13-3/17/26 SVC-1004 U FAIRWAY DR	\$20.29
87038	04/01/2026		SOUTHERN CALIFORNIA EDISON	\$13,254.91
	Invoice	Date	Description	Amount
	2026-00001621	03/18/2026	2/17-3/17/26 SVC-VARIOUS SITES	\$97.62
	2026-00001622	03/18/2026	2/17-3/17/26 SVC-PECK RD S/O PELLISSIER	\$39.73
	2026-00001623	03/18/2026	2/11-3/12/26 SVC-VARIOUS SITES	\$2,745.05
	2026-00001624	03/18/2026	2/17-3/17/26 SVC-VARIOUS SITES	\$5,312.10
	2026-00001625	03/18/2026	2/17-3/17/26 SVC-1341 FULLERTON RD	\$145.04
	2026-00001626	03/19/2026	2/17-3/17/26 SVC-15653 MAYOR DAVE WAY U EV	\$11.39
	2026-00001627	03/18/2026	2/17-3/17/26 SVC-1023 U FAIRWAY DR	\$276.31
	2026-00001628	03/18/2026	2/17-3/17/26 SVC-VARIOUS SITES	\$96.07
	2026-00001629	03/10/2026	2/17-3/17/26 SVC-18311 RAILROAD ST PED	\$14.90
	2026-00001630	03/18/2026	2/17-3/17/26 SVC-17635 GALE AVE	\$2,805.52
	2026-00001631	03/18/2026	2/17-3/17/26 SVC-18311 RAILROAD ST PMP PMP	\$170.66
	2026-00001632	03/19/2026	2/18-3/18/26 SVC-900 NOGALES U	\$1,540.52
87039	04/01/2026		WALNUT VALLEY WATER DISTRICT	\$368.51
	Invoice	Date	Description	Amount
	5603877	03/12/2026	2/1-2/28/26 SVC-1004 FAIRWAY DR GRADE SEP	\$133.90
	5603613	03/12/2026	2/1-2/28/26 SVC-PUMP STN N/W CHERYL LN/MAYO	\$58.30
	5603632	03/12/2026	2/1-2/28/26 SVC-PUMP STN BREA CYN	\$77.26

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	5603863	03/12/2026	2/1-2/28/26 SVC-NOGALES PUMP STN	\$99.05
87040	04/09/2026		100% AUTO CARE & DETAILED	\$830.00
	Invoice	Date	Description	Amount
	175	02/23/2026	CAR WASH SVC-CITY VEHICLES	\$415.00
	176	03/09/2026	CAR WASH SVC-CITY VEHICLES	\$415.00
87041	04/09/2026		ACTUM-E, LLC	\$22,531.25
	Invoice	Date	Description	Amount
	202603-0191	03/01/2026	GOVERNMENT AFFAIRS FOR INDUSTRIAL CITIES ALLI	\$22,531.25
87042	04/09/2026		BASSETT UNIFIED SCHOOL DISTRICT	\$100.00
	Invoice	Date	Description	Amount
	BUSD0323	03/19/2026	BUSING STIPEND FOR FIELD TRIP-SUNKIST ELEMENT.	\$100.00
87043	04/09/2026		BIGGS CARDOSA ASSOCIATES, INC.	\$39,711.00
	Invoice	Date	Description	Amount
	95519	02/05/2026	ENG SVC-ANAHEIM-PUENTE BRIDGE	\$12,163.00
	95696	03/05/2026	GEO SVC-ANAHEIM-PUENTE BRIDGE	\$16,797.50
	95697	03/05/2026	NELSON AVE BRIDGE	\$10,750.50
87044	04/09/2026		BLAKE AIR CONDITIONING COMPANY	\$481.51
	Invoice	Date	Description	Amount
	70202	03/18/2026	REPAIR HVAC LEAK-15710 RAUSCH RD	\$481.51
87045	04/09/2026		BUSINESS LIFE MAGAZINE	\$2,250.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	33784	03/17/2026	AD FOR 2026 ECONOMIC OUTLOOK	\$2,250.00
87046	04/09/2026		CASC ENGINEERING AND CONSULTIN	\$885.00
	Invoice	Date	Description	Amount
	0054757	02/28/2026	IS/MND FOR 184 S 6TH ST	\$885.00
87047	04/09/2026		CINTAS CORPORATION LOC 693	\$165.24
	Invoice	Date	Description	Amount
	4263529621	03/23/2026	DOOR MATS	\$82.62
	4264273371	03/30/2026	DOOR MATS	\$82.62
87048	04/09/2026		CNC ENGINEERING	\$184,526.25
	Invoice	Date	Description	Amount
	514659	03/26/2026	SOLAR INSTALLATION AT CITY HALL	\$9,010.00
	514660	03/26/2026	EL ENCANTO ROOF REFURB	\$235.00
	514661	03/26/2026	CITYWIDE ADA SELF-EVALUATION/TRANSITION PLAN	\$3,140.00
	514662	03/26/2026	KELLA AVE STORM DRAIN	\$72.50
	514663	03/26/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$5,250.00
	514664	03/26/2026	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$2,840.00
	514665	03/26/2026	GENERAL ENG SVC-STREET LIGHTS	\$6,342.50
	514666	03/26/2026	GENERAL ENG SVC 3/9-3/22/26	\$40,027.50
	514667	03/26/2026	GENERAL ENG SVC-STREET INSPECTIONS	\$10,390.00
	514668	03/26/2026	GENERAL ENG SVC-BACKFLOW DEVICE MAINT	\$595.00
	514669	03/26/2026	GENERAL ENG SVC-FIELD OPERATIONS SERVICES	\$17,383.75
	514670	03/26/2026	GENERAL ENG SVC 3/9-3/22/26	\$1,375.00
	514671	03/26/2026	GENERAL ENG SVC-COUNTER SERVICE	\$10,427.50
	514672	03/26/2026	GENERAL ENG SVC-TRAFFIC	\$4,140.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
514673	03/26/2026	GENERAL ENG SVC-PERMITS	\$18,810.00
514674	03/26/2026	GENERAL ENG SVC-PLAN APPROVAL	\$2,407.50
514675	03/26/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	\$1,612.50
514676	03/26/2026	GENERAL ENG SVC-STREETLIGHT KNOCKDOWNS	\$822.50
514677	03/26/2026	GENERAL ENG SVC-STREET LIGHT IMPROVE AT PROC	\$23,420.00
514678	03/26/2026	GENERAL ENG SVC-STREETLIGHT IMPROVE AT ROWI	\$4,465.00
514679	03/26/2026	NPDES STORM WATER	\$2,850.00
514680	03/26/2026	SEWER MANAGEMENT SYSTEM	\$750.00
514681	03/26/2026	GENERAL ENG SVC-15051 DON JULIAN RD WAREHOU.	\$790.00
514682	03/26/2026	GENERAL ENG SVC-15010 & 15100 NELSON AVE	\$210.00
514683	03/26/2026	GENERAL ENG SVC-14940 PROCTOR AVE	\$105.00
514684	03/26/2026	GENERAL ENG SVC-16425 GALE AVE	\$825.00
514685	03/26/2026	GENERAL ENG SVC-16207,16233, & 16253 GALE AVE	\$210.00
514686	03/26/2026	GENERAL ENG SVC-3951 CAPITOL AVE	\$210.00
514687	03/26/2026	TONNER CYN PROPERTY	\$2,707.50
514688	03/26/2026	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$2,250.00
514689	03/26/2026	COLIMA RD WIDENING	\$1,792.50
514690	03/26/2026	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$7,865.00
514691	03/26/2026	220 HACIENDA BOULEVARD	\$75.00
514696	03/26/2026	EL ENCANTO IMPROVEMENTS AND MAINT	\$650.00
514697	03/26/2026	EL ENCANTO ROOF REFURB	\$470.00
87049	04/09/2026	CNC ENGINEERING	\$220,535.00
Invoice	Date	Description	Amount
514692	03/26/2026	CITY ADMINSTRATIVE OFFICES	\$1,315.00
514693	03/26/2026	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$412.50
514694	03/26/2026	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$600.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
514695	03/26/2026	METROLINK-MAINT OF PARKING LOT	\$152.50
514698	03/26/2026	SAN JOSE AVE RECONSTRUCTION	\$6,315.00
514699	03/26/2026	PACIFIC PALMS LAUNDRY BUILDING SETTLEMENT ISS	\$295.00
514700	03/26/2026	605 FWY AND VALLEY BLVD INTERCHANGE	\$6,865.00
514701	03/26/2026	NELSON AVE OVER PUENTE CREEK	\$380.00
514702	03/26/2026	SEISMIC RETROFIT ANAHEIM-PUENTE OVER SAN JOS	\$2,647.50
514703	03/26/2026	FISCAL YEAR BUDGET	\$2,982.50
514704	03/26/2026	BIXBY DR PCC PAVEMENT	\$11,860.00
514705	03/26/2026	TURNBULL CYN PROPERTIES	\$150.00
514706	03/26/2026	NELSON AVE INTERSECTION	\$1,840.00
514707	03/26/2026	MISC IMPROVEMENTS AT 1123 HATCHER AVE	\$222.50
514708	03/26/2026	2024 CITYWIDE SPEED SURVEY	\$470.00
514709	03/26/2026	CARTEGRAPH MGMT	\$28,523.75
514710	03/26/2026	GRAND AVE SLOPE RECONSTRUCTION-FERRERO TO	\$9,830.00
514711	03/26/2026	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$632.50
514712	03/26/2026	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$745.00
514713	03/26/2026	15710-15718 RAUSCH RD REDEVELOPMENT	\$350.00
514714	03/26/2026	LA 28 OLYMPIC GAMES PROJECT DEVELOPMENT	\$290.00
514715	03/26/2026	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	\$2,205.00
514716	03/26/2026	MOUNTAIN BIKING TRAIL AT INDUSTRY HILLS	\$4,325.00
514717	03/26/2026	DEL VALLE AND HILL STREET STORM DRAIN/STREET I	\$2,850.00
514718	03/26/2026	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$6,632.50
514719	03/26/2026	RED CURB REFURBISHMENT AT VARIOUS LOCATIONS	\$1,360.00
514720	03/26/2026	RAILROAD STREET PAVEMENT REHABILITATION	\$86,326.25
514721	03/26/2026	MUSEUM-HEALTH CAMPUS MASTER SITE PLANNING	\$12,472.50
514722	03/26/2026	2024-2025 ANNUAL PAVEMENT REHABILITATION	\$13,765.00
514723	03/26/2026	2024-2025 ANNUAL SLURRY SEAL	\$4,112.50

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	514724	03/26/2026	AZUSA WAY BIKE PATH IMPROVEMENTS	\$300.00
	514725	03/26/2026	NINTH AVENUE SEWER LINE IMPROVEMENTS	\$2,892.50
	514726	03/26/2026	PUENTE HILLS AUTO ASSOCIATION SIGNS	\$3,230.00
	514727	03/26/2026	PAVEMENT MANAGEMENT PLAN 2022	\$2,585.00
	514728	03/26/2026	GRAND AVE BRIDGE WIDENING AT SAN JOSE CREEK	\$600.00
87050	04/09/2026		CONSOLIDATED ELECTRICAL DISTRI	\$463.15
	Invoice	Date	Description	Amount
	3301-1025794	03/11/2026	LIGHTING MATERIALS-RAUSCH RD	\$463.15
87051	04/09/2026		COUNTRY ESTATE FENCE, INC.	\$6,041.33
	Invoice	Date	Description	Amount
	26014	03/16/2026	FENCE REPAIR-AZUSA AVE	\$6,041.33
87052	04/09/2026		COVINA-VALLEY UNIFIED SCHOOL DIS	\$100.00
	Invoice	Date	Description	Amount
	CESTLAH0312	03/19/2026	BUSING STIPEND FOR FIELD TRIP-CYPRESS ELEMENT	\$100.00
87053	04/09/2026		D.S. EWING ARCHITECTS, INC.	\$9,626.25
	Invoice	Date	Description	Amount
	25-11810	12/29/2025	EL ENCANTO EXTERIOR ELEVATION RENOVATION	\$9,626.25
87054	04/09/2026		DEPT OF ANIMAL CARE & CONTROL	\$10,158.11
	Invoice	Date	Description	Amount
	3/25/2026	03/25/2026	SHELTER COST-FEB 2026	\$10,158.11
87055	04/09/2026		DUTHIE POWER SERVICES	\$567.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	A154043	03/27/2026	MONTHLY MAINT-GENERATOR @ CITY HALL	\$567.00
87056	04/09/2026		ENTERPRISE MAPS LLC	\$6,883.40
	Invoice	Date	Description	Amount
	1046	03/24/2026	AMAZON WEB SERVICES	\$6,883.40
87057	04/09/2026		FEDERAL EXPRESS CORP.	\$81.04
	Invoice	Date	Description	Amount
	9-222-08713	03/20/2026	MESSENGER SVC	\$63.66
	9-231-80582	03/27/2026	MESSENGER SVC	\$17.38
87058	04/09/2026		FUEL PROS, INC.	\$1,135.75
	Invoice	Date	Description	Amount
	81163	03/20/2026	INDUSTRY HILLS FUEL STN MAINT	\$250.00
	80482	01/09/2026	INDUSTRY HILLS FUEL STN MAINT	\$885.75
87059	04/09/2026		GARCIA'S FENCE CORP	\$1,632.00
	Invoice	Date	Description	Amount
	032620	03/20/2026	REPAIR FENCE-NELSON AVE	\$785.00
	032626	03/25/2026	REPAIR FENCE-TEMPLE & AZUSA TRAIL	\$847.00
87060	04/09/2026		GMS ELEVATOR SERVICES, INC	\$169.00
	Invoice	Date	Description	Amount
	128999	03/01/2026	ELEVATOR MAINT-CITY HALL (MAR 2026)	\$169.00
87061	04/09/2026		GROUP C MEDIA, INC.	\$5,750.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	38321	03/20/2026	AD IN BUSINESS FACILITIES PUBLICATION	\$5,750.00
87062	04/09/2026		HADDICK'S TOWING, INC.	\$244.00
	Invoice	Date	Description	Amount
	3/20/2026	03/20/2026	TOWING SVC-ILLEGAL DUMPSTER	\$244.00
87063	04/09/2026		INDUSTRY SECURITY SERVICES	\$69,717.43
	Invoice	Date	Description	Amount
	SG-COI#1-2082	03/20/2026	SECURITY SVC 3/13-3/19/26	\$11,288.72
	SG-COI#2-2083	03/20/2026	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
	SG-COI#1-2083	03/27/2026	SECURITY SVC 3/20-3/26/26	\$11,228.11
	SG-COI#2-2084	03/27/2026	SECURITY SVC-VARIOUS CITY SITES	\$23,600.30
87064	04/09/2026		JOE A. GONSALVES & SON	\$11,000.00
	Invoice	Date	Description	Amount
	164229	03/23/2026	LEGISLATIVE SVC-MAR 2026	\$11,000.00
87065	04/09/2026		KLEINFELDER, INC.	\$42,857.25
	Invoice	Date	Description	Amount
	001582437	03/16/2026	GEO SVC-ANNUAL PAVEMENT REHAB FY 23	\$42,857.25
87066	04/09/2026		L A COUNTY DEPT OF PUBLIC WORKS	\$21,540.00
	Invoice	Date	Description	Amount
	IN260000462	03/05/2026	ACCIDENT-GALE AVE @ STONER CREEK RD	\$12,462.29
	IN260000460	03/05/2026	ACCIDENT-AZUSA AVE @ SALAIS ST	\$461.23
	IN260000475	03/05/2026	ACCIDENT-BREA CYN RD @ CURRIE RD	\$5,010.72

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	IN260000470	03/05/2026	ACCIDENT-PECK RD @ ROOKS RD	\$3,605.76
87067	04/09/2026		L A COUNTY DEPT OF PUBLIC WORKS	\$87,251.27
	Invoice	Date	Description	Amount
	IN260000579	03/31/2026	BLDG & SAFETY-ONE STOP SHOP FOR JAN 2026	\$87,251.27
87068	04/09/2026		L A COUNTY SHERIFF'S DEPARTMENT	\$299,136.59
	Invoice	Date	Description	Amount
	262244AY	03/24/2026	SPECIAL EVENT-DIRECTED PATROL (JAN 2026)	\$86,394.30
	262346AY	03/24/2026	SPECIAL EVENT-DIRECTED PATROL (DEC 2025)	\$212,742.29
87069	04/09/2026		LA PUENTE VALLEY COUNTY WATER	\$290.98
	Invoice	Date	Description	Amount
	BS;03/26	03/19/2026	WATER MONITORING-BOY SCOUTS RESERVE	\$290.98
87070	04/09/2026		LIEBERT CASSIDY WHITMORE	\$2,070.00
	Invoice	Date	Description	Amount
	317371	02/28/2026	LEGAL SVC FOR HR-FEB 2026	\$2,070.00
87071	04/09/2026		LOS ANGELES COUNTY PUBLIC WORKS	\$67,682.06
	Invoice	Date	Description	Amount
	PW-26030905385	03/09/2026	TRAFFIC SIGNAL MAINT	\$16,894.89
	PW-26030905386	03/09/2026	TRAFFIC SIGNAL MAINT	\$4,567.93
	PW-26030905387	03/09/2026	TRAFFIC SIGNAL MAINT	\$1,982.06
	PW-26030905129	03/09/2026	KITS MONITORING OF TRAFFIC SIGNALS	\$169.72
	PW-26030905100	03/09/2026	GRAND CROSSING PUMP STN MAINT	\$6,434.45
	PW-26030905107	03/09/2026	STORM DAMAGE RESPONSE	\$4,891.57

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	PW-26030905071	03/09/2026	REVIEW DESIGN PLANS-GRADE SEPARATION	\$2,795.62
	PW-26030905130	03/09/2026	INSTALL SOLAR POWER SIGNS	\$656.85
	PW-26030905108	03/09/2026	CONCRETE REPAIRS	\$306.92
	PW-26030905109	03/09/2026	STORM DRAIN MAINT	\$12,620.65
	PW-26030905111	03/09/2026	PAVEMENT PATCHING	\$737.64
	PW-26030905112	03/09/2026	STREET MAINT/INSPECTION	\$1,652.38
	PW-26030905149	03/09/2026	SEWER SYSTEM MANAGEMENT PLAN	\$1,752.32
	PW-26030905085	03/09/2026	TRAFFIC SIGNAL INSPECT/TIMING SHEETS	\$1,582.02
	PW-26030905103	03/09/2026	UPDATE TRAFFIC SIGNAL TIMING SHEETS	\$5,067.78
	PW-26030905110	03/09/2026	INSPECTION OF SIDEWALK	\$5,569.26
87072	04/09/2026		MORTISE & TENON BUILDING CORP	\$1,825.00
	Invoice	Date	Description	Amount
	500	03/16/2026	INSTALL LIGHT FIXTURES-15710 RAUSCH RD	\$1,825.00
87073	04/09/2026		MR PLANT & INTERIOR BOTANICAL DI	\$885.00
	Invoice	Date	Description	Amount
	APR 25000	04/01/2026	PLANT MAINT-APR 2026	\$885.00
87074	04/09/2026		MX GRAPHICS, INC.	\$1,606.69
	Invoice	Date	Description	Amount
	34640	06/23/2025	COLOR SCANS-JN 6201	\$698.51
	37059	03/26/2026	COLOR COPIES-MP 09 15	\$802.82
	36636	02/10/2026	PROTOTYPE SIGN-PUENTE HILLS AUTO CENTER	\$105.36
87075	04/09/2026		NEXTIVA, INC.	\$2,427.36
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	40006078470	03/24/2026	PHONE SVC FOR YAL	\$304.01
	40006084681	03/27/2026	CITY HALL PHONE SVC	\$2,123.35
87076	04/09/2026		NINYO & MOORE GEOTECHNICAL COI	\$2,830.00
	Invoice	Date	Description	Amount
	317448	03/18/2026	GEO SVC-ANAHEIM-PUENTE RD	\$2,830.00
87077	04/09/2026		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	564	03/30/2026	JANITORIAL SVC-CITY HALL	\$5,500.00
	565	03/30/2026	JANITORIAL SVC-IBC	\$1,467.00
	566	03/30/2026	JANITORIAL SVC-YAL	\$1,815.00
87078	04/09/2026		PINS ADVANTAGE	\$2,500.00
	Invoice	Date	Description	Amount
	3547	03/13/2026	INSURANCE TRACKING SOFTWARE 3/13/26-3/13/27	\$2,500.00
87079	04/09/2026		PLACEWORKS	\$3,545.13
	Invoice	Date	Description	Amount
	IND-22.14-16	02/28/2026	PROPOSED BATTERY STORAGE FACILITY	\$3,545.13
87080	04/09/2026		PROGRESSIVE TRAIL DESIGN, LLC	\$24,000.00
	Invoice	Date	Description	Amount
	1720	03/17/2026	MOUNTAIN BIKE TRAIL DESIGN-PHASE II	\$24,000.00
87081	04/09/2026		PUENTE HILLS FORD	\$1,202.86
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	346771	03/27/2026	VEHICLE MAINT-LIC 1534692 (2017 WHITE FORD F-250)	\$537.75
	346898	03/23/2026	VEHICLE MAINT-LIC 1580082 (2020 MAGNETIC FORD E)	\$665.11
87082	04/09/2026		RAMOS AND SONS PLUMBING	\$1,110.00
	Invoice	Date	Description	Amount
	4445	12/15/2025	REPLACE BACKFLOW-CROSSROADS PKY	\$1,110.00
87083	04/09/2026		RICOH USA, INC.	\$3,881.11
	Invoice	Date	Description	Amount
	596043259	03/01/2026	COPIER LEASE 3/15-4/14/26	\$3,881.11
87084	04/09/2026		ROWLAND WATER DISTRICT	\$1,300.60
	Invoice	Date	Description	Amount
	I-01312026-C	01/31/2026	NOGALES DEWATERING BOOSTER STN	\$1,300.60
87085	04/09/2026		SAGE ENVIRONMENTAL GROUP	\$19,500.00
	Invoice	Date	Description	Amount
	2649	03/18/2026	GRAZING SVC-TONNER CYN	\$19,500.00
87086	04/09/2026		SPECIAL T WATER SYSTEMS, INC.	\$960.35
	Invoice	Date	Description	Amount
	257190	03/13/2026	SALT DELIVERY-EL ENCANTO	\$960.35
87087	04/09/2026		TEMPLE CITY UNIFIED SCHOOL DISTR	\$200.00
	Invoice	Date	Description	Amount
	TCLR479	03/19/2026	BUSING STIPEND FOR FIELD TRIP-LA ROSA ELEMENT.	\$200.00

**CITY OF INDUSTRY
WELLS FARGO BANK
April 9, 2026**

Check	Date	Payee Name			Check Amount
CITY.WF.CHK - City General Wells Fargo					
87088	04/09/2026	WALNUT ELEMENTARY COMMUNITY I			\$200.00
	Invoice	Date	Description	Amount	
	WECC1126	03/19/2026	BUSING STIPEND FOR FIELD TRIP-WALNUT ELEMENT.	\$200.00	
87089	04/09/2026	WEATHERPROOFING TECHNOLOGIES			\$8,250.69
	Invoice	Date	Description	Amount	
	98466145	03/12/2026	REPAIR WATER LEAKS-IH FUEL STATION	\$8,250.69	

Checks	Status	Count	Transaction Amount
	Total	69	\$1,275,293.21

ITEM NO. 6.2



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
Sierra Roberts

DATE: April 14, 2026

SUBJECT: Consideration of a Participant Agreement with the County of Los Angeles and participating entities for the Los Angeles Region – Imagery Acquisition Consortium 8 Project, in the amount of \$39,071.00

Background:

In 2004, the City first purchased aerial photo imagery covering the entire City limits for a cost of over \$200,000. This was done independently of any other agencies. However, in 2005, the City joined the Los Angeles Region-Imagery Acquisition Consortium (“LAR-IAC”). LAR-IAC acquires aerial photo imagery for geographic information of the entire County of Los Angeles (“County”) every couple of years. Since 2005, the City has been a participant in the County’s LAR-IAC2 (2007/2008), LAR-IAC3 (2010/2011), LAR-IAC4 (2013/2014), LAR-IAC5(2016/2017), LAR-IAC6 (2020/2021), and LAR-IAC7 (2023/2026).

Discussion:

A Participant Agreement (“Agreement”) has been prepared for the City’s inclusion in the next aerial imagery purchase for LAR-IAC8. The LAR-IAC 8 cycle began on January 1, 2026, and runs three calendar years through December 31, 2028. As part of LAR-IAC8, the City will acquire 3 resolution orthogonal imagery, 4-inch resolution oblique imagery, building outlines, elevation data, and online image service Cloud Explorer. The use of the high-resolution imagery is helpful in the Planning, Engineering and GIS departments to successfully complete inspections without having to do field visits, as well as map creation and data analysis. The City’s contribution to acquire this information is \$39,071.00. Staff recommends approving the Agreement to continue being a part of the consortium to receive the new imagery as part of LAR-IAC8.

Fiscal Impact:

The fiscal impact is \$39,071.00. In the adopted Fiscal Year 2025-2026 budget, \$275,000.00 is approved for this cost (Account No. 100-525-5695.03).

Recommendation:

It is recommended that the City Council approve the Participant Agreement with the County of Los Angeles.

Exhibits:

1. COI LARIAC 8 Participant Agreement

**PARTICIPANT AGREEMENT BY AND BETWEEN THE
COUNTY OF LOS ANGELES
AND PARTICIPATING ENTITIES FOR THE
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 8
("LARIAC8") PROJECT**

**PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND PARTICIPATING ENTITIES FOR THE
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 8 ("LARIAC8") PROJECT**

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Industry**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

- A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2026 Project;
- B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;
- C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and
- D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

2. Responsibilities of the County

- A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.
- B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.
- C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project. Require the selected contractor to obtain liability coverage and name each Party as an additional insured on such policy. Require the selected contractor to indemnify, defend, and hold harmless each Party, including its officers, employees, agents and volunteers, from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses, arising from, or related to the performance of the contractor's work under its agreement with the County.
- D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.
- E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.
- F. Provide monthly reports to the Participating Entities on the status of the Project.
- G. Indemnify, defend and hold harmless each Party, including its officers, employees, agents and volunteers, from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses, arising from, or related to this Agreement.

3. The Participating Entity Has the Right to

- A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).
- B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.
- D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. **Mutual Responsibilities: Maximum Contribution**

The Parties shall be mutually responsible for the following:

- A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which

has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement. Under no circumstances shall the Participating Entity be responsible for any payment that exceeds its Maximum Contribution under this Agreement.

The Maximum Contribution of the Participating Entity shall be \$39,071.

- B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of LARIAC Account

- A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:
 - i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.
 - ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.
- B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:
 - i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.
 - ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

6. General Terms and Conditions

- A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

- B. The term of this Agreement may be extended by an Amendment to this Agreement.
- C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data, and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.
- D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 7 Authorized User Confidentiality and Non-Disclosure Agreement).
- E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.
- F. This Agreement may be amended or modified only with the prior written consent of the Participating Entity.
- G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.
- H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.
- I. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:
 - i. Such entity executes this Agreement, and

- ii. Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with subparagraph 5.B of this Agreement.

- J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 8 Program on the date indicated below.

PARTICIPANT ENTITY
City of Industry

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____

DIGITAL DATA

All data will be acquired in 2026 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 3-inch or better resolution in the urban areas, and 9-inch or better in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).

Oblique Imagery

- 3-band color oblique imagery at 3-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 300 square feet.

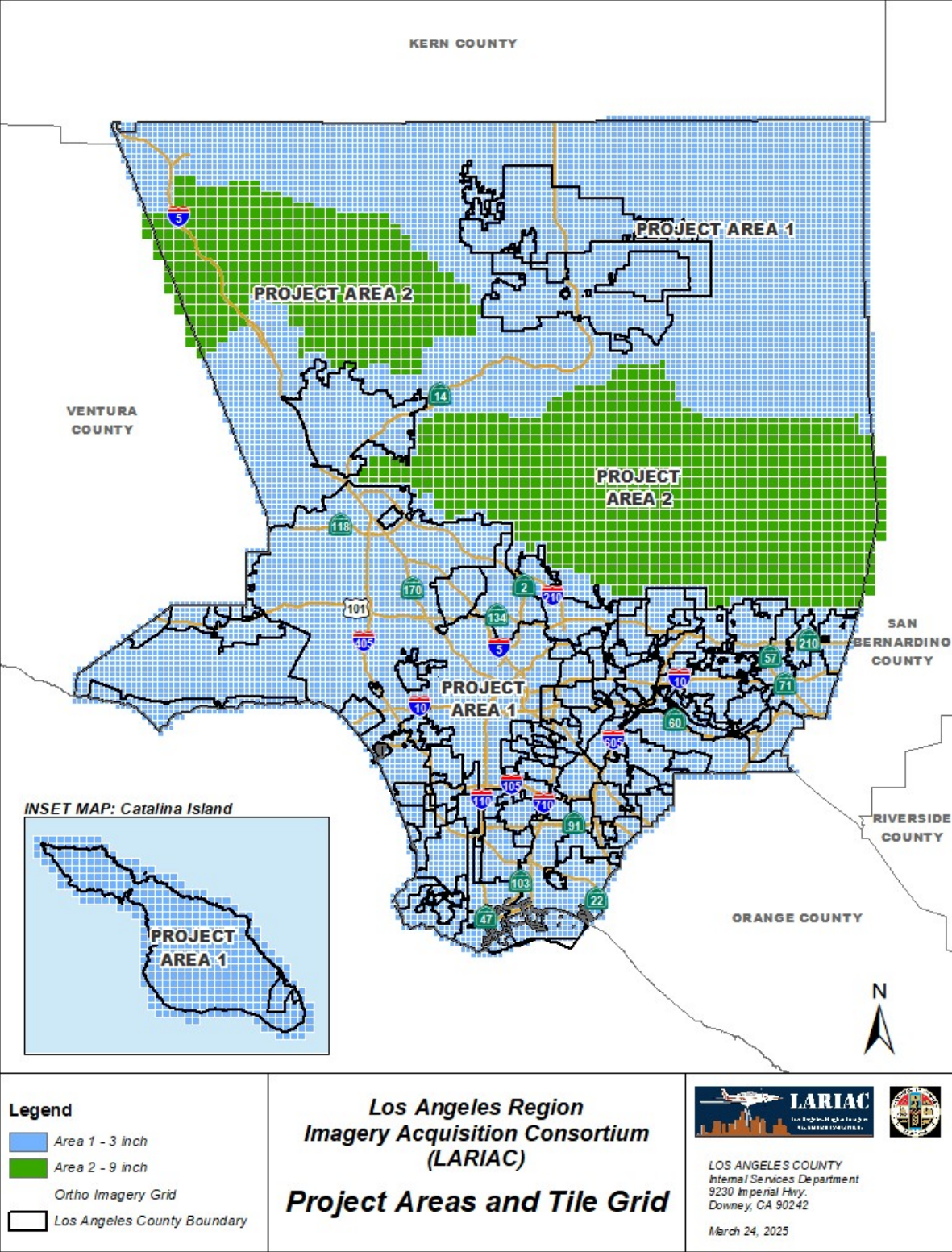
Digital Terrain Data

- lidar point cloud including all elevation data (QL1 or better).
- Digital Terrain Model (DTM) – bare earth data derived from lidar.
- Digital Surface Model (DSM) - building and tree tops derived from lidar.
- Digital Elevation Model (DEM) – bare earth data optimized for processing.
- 1-foot contours for urban areas, and 2-foot contours for the National Forest.

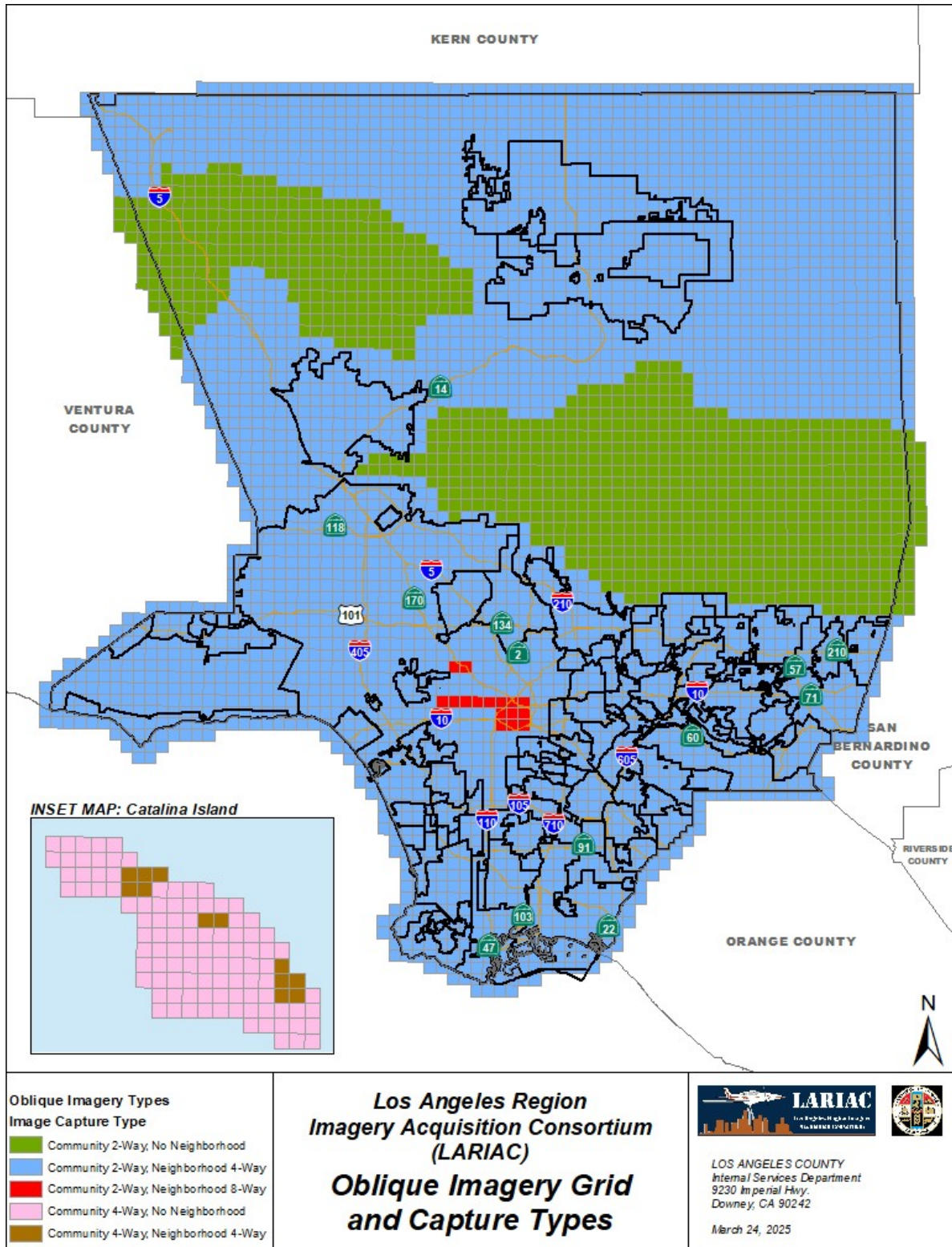
Additional Data Product(s) as Feasible

- Additional high resolution image acquisitions throughout the three-year cycle.
- Normalized Difference Vegetation Index (NDVI).
- Solar Model.
- Raster Tree Canopy Model.
- Raster Building data Model.
- Hillshade.
- Slope.
- Raster Height Model.
- 3D mesh.
- Street-level imagery and derived products.
- Other additional derived GIS data products.

Map 1: Areas for Orthogonal Imagery Products



Map 2: Areas for Oblique Imagery Products



ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager
Yvette Padilla, Management Analyst II

DATE: April 14, 2026

SUBJECT: Consideration of a License Agreement with County of Los Angeles Registrar-Recorder County Clerk, for access to Assessor's Parcel No. 8208-025-943, to utilize as a Temporary Overflow Parking Area

Background:

The Los Angeles County Registrar-Recorder/County Clerk (RRCC) administers election-related services for the County, including voter registration and maintenance of voter records, conducting federal, state, local, and special elections, verifying initiatives, referendums, and recall petitions. With more than 500 political districts and approximately 4.3 million registered voters, Los Angeles County is the largest and most complex election jurisdiction in the nation. The RRCC conducts approximately 200 city, school, and special district elections annually.

The Statewide Direct Primary Election will be held on June 2, 2026. The RRCC will conduct the election and provide election services to participating jurisdictions. The Los Angeles Election Center, located in the City of Industry, is a state-of-the-art ballot counting facility that processes all ballots during the election. During this period, approximately 600 to 800 workers are on site to support election operations.

Discussion:

RRCC has requested the use of the property located on Sotro Street and Mayor Dave Way to be used as dispatch hub to deploy election workers to the Ballot Processing Center. The proposed License Agreement will be effective May 12, 2026 and will remain in effect through June 5, 2026.

Fiscal Impact:

Given that RRCC is requesting to use the Property to support the Statewide Direct Primary Election, Staff recommends allowing the use of the Property at no cost.

Recommendation:

Staff recommends that the City Council approve the License Agreement.

Exhibits:

1. COI License Agreement County Registrar Sotro

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **April 9, 2026**, (“**Effective Date**”) is entered into by and between the City of Industry, a municipal corporation (“**Licensor/City**”), and the Los Angeles County Registrar-Recorder County Clerk, a government agency (“**Licensee**”). Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the City is the owner of certain property located at the northeast corner of Mayor Dave Way and Sotro Street, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8208-025-943**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises to serve as a dispatch hub to deploy election workers to the Ballot Processing Center in relation to Licensee's administration and support of elections in the County of Los Angeles ("County"); and

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

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

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the March 31, 2025, and to use a portion of the Premises, as depicted in Exhibit A attached hereto and incorporated in full herein, to serve as a dispatch hub to deploy election workers to the Ballot Processing Center in relation to the Licensee's administration and support of County elections (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall provide to Licensor a certificate of insurance as set forth in Section 8 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use.

2. Payment. Given that the Licensee is a government agency supporting the Statewide direct primary election, Licensor will waive the cost to lease a portion of the Premises to Licensee for Permitted Use.

3. Permitted Use. The Permitted Use is hereby defined to include use as a dispatch hub for County employees, during the term of this Agreement. Licensee shall exercise the Permitted Use granted under the License with due care and in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage to the Premises caused by the use or negligence of Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

6. Liens.

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

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

7. Insurance. Licensee is self-insured. Prior to entering the Premises and until the termination of this Agreement, Licensee shall provide to Licensor a certificate of self-insurance listing Licensor as certificate holder and maintain at its sole expense insurance limits as stipulated in this section.

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

(a) Commercial General Liability (CGL): The Certificate of Insurance shall specify minimum liability limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage, bodily injury and personal and advertising injury.

(b) Automobile Liability: The Certificate of Insurance shall specify minimum liability limits of no less than \$1,000,000 per accident for bodily injury and property damage.

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

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

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

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

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

(c) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

Environmental Indemnity.

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

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

Definitions.

(1) As used in this Agreement, the term "**Environmental Response Actions**" means any and all activities, data compilations, preparation of studies or reports, interaction

with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private party claims, including any claims by Licensee.

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

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

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

9. Term, Termination and Remedies. The License Agreement shall commence on May 12, 2026 and shall automatically terminate on June 5, 2026. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon ten (10) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time, provided Licensor shall make its best efforts to not interfere with Licensee's exercise of Permitted Use.

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

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

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

Licensor: Joshua Nelson
City Manager
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211
jnelson@cityofindustry.org

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

Licensee: Phillip Verbera
Los Angeles County Registrar-Recorder County Clerk
12400 Imperial Hwy, Room 5214
Norwalk, CA 90650
(562) 462-2798

14. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

CITY OF INDUSTRY

By: _____
Joshua Nelson, City Manager

“LICENSEE”

LOS ANGELES COUNTY REGISTRAR-
RECORDER/COUNTY CLERK

By: _____
Dean C. Logan, or his authorized Designee

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessor's Parcel Number (APN) 8208-025-943 located at the northeast corner of Mayor Dave Way and Sotro Street, City of Industry, CA 91744. The area identified as "Project Site" by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Map



ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: April 14, 2026

SUBJECT: Consideration of Resolution No. CC 2026-09 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO MEGAN’S WINGS INC., IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), FOR ITS PATIENT AID PROGRAMS

Background:

Megan’s Wings Inc., (“Megan’s Wings”) is a non-profit organization that provides financial aid and emotional support programs to families with children facing pediatric cancer who are experiencing financial hardship due to their child’s illness. Since 2018, the City has been a supporter of this organization by donating to the annual run/walk, providing aid to families during the pandemic, and becoming a Corporate Program Partner in 2021.

Discussion:

Megan’s Wings reached out to the City to request a donation in support of its Patient Aid Programs (“Programs”), which assist low to moderate income and single-parent families in meeting essential needs when a caregiver is unable to work during their child’s cancer treatment. These Programs help families facing significant financial hardships, that are often losing up to 50% of their income by providing support for housing, transportation, groceries, and medical expenses. The City’s donation of \$35,000.00 along with other fundraising efforts will allow Megan’s Wings to provide critical relief and stability to families by helping them focus on their child’s health without the financial burden.

Fiscal Impact:

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

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2026-09.

Exhibits:

1. Resolution No. CC 2026-09

RESOLUTION NO. CC 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO MEGAN'S WINGS, INC., IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) FOR ITS PATIENT AID PROGRAMS

RECITALS

WHEREAS, Megan's Wings, Inc. ("Megan's Wings") is a California non-profit organization that provides financial aid and emotional support to families with children facing pediatric cancer, who are experiencing financial hardship due to their child's illness; and

WHEREAS, since 2018, the City has been a supporter of this organization by donating to the annual walk/run, providing aid to families during the pandemic, and becoming a Corporate Program Partner in 2021; and

WHEREAS, Megan's Wings contacted the City to request a donation to help fund its Patient Aid Programs ("Programs") to assist low to moderate income and single-parent families in meeting essential needs when a caregiver is unable to work during their child's cancer treatment; and

WHEREAS, these programs help families facing significant financial hardships, that are often losing up to 50% of their income by providing support for housing, transportation, groceries, and medical expenses; and

WHEREAS, the City's donation of \$35,000.00, along with other fundraising efforts, will allow Megan's Wings to provide critical relief and stability to families by helping them focus on their child's health without the financial burden; and

WHEREAS, the City's contribution serves a public purpose in that Megan's Wings provides financial assistance to families that work in the City, as well as families throughout Los Angeles, Riverside and San Bernardino Counties. The contribution from the City will assist the families of children battling cancer with their financial needs; and

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

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

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

SECTION 2: The City's contribution serves a public purpose in that Megan's Wings provides financial assistance to families that work in the City, as well as families throughout Los Angeles, Riverside and San Bernardino Counties. The contribution from the City will assist the families of children battling cancer with their financial needs.

SECTION 3: The City Council hereby approves a donation to Megan's Wings in the amount of Thirty Five Thousand Dollars (\$35,000.00) for its Patient Aid Programs.

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on April 14, 2026, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

ITEM NO. 6.5

Backup Material will be distributed prior to Meeting

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

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

DATE: April 14, 2026

SUBJECT: Consideration of Granting a Temporary Construction Easement Deed to Los Angeles County Metropolitan Authority (LA Metro) at the Parcel Number (APN) 8564-007-901

Background:

The California Department of Transportation (“Caltrans”), in coordination with the Los Angeles County Metropolitan Transportation Authority (“LA Metro”), the San Gabriel Valley Council of Governments (“SGVCOG”), the Los Angeles County Department of Public Works (“LACDPW”), and the City, proposes improvements to the Interstate 605 (“I-605”) and Valley Boulevard interchange. The project is intended to improve vehicle mobility and address existing congestion, capacity limitations, and operational deficiencies.

The proposed improvements will enhance overall safety and operational efficiency for both freeway and local roadway at the interchange. Planned improvements include the addition of ramp lanes, widening of ramp lanes to accommodate large truck turning movements, roadway widening, and upgrades to sidewalks and curb ramps to meet ADA standards. These improvements are expected to reduce congestion and improve traffic flow through the interchange area.

The total estimated project cost is \$54,102,000, which will be funded by LA Metro and SGVCOG and the project will be administered by SGVCOG.

Discussion:

As part of the project, the northeast corner of the intersection at Valley Boulevard and Temple Avenue will be widened. The affected property, identified as Assessor’s Parcel Number (APN) 8564-007-901, is owned by the City and is located within the City’s jurisdiction.

To facilitate construction activities associated with the widening of Temple Avenue, the City requires a Temporary Construction Easement (TCE) over a portion of this parcel for public street purposes. The proposed TCE area will remain entirely within the City's jurisdiction and will be used solely to accommodate temporary construction-related access and improvements.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Staff recommends that the City Council approve and authorize the City Manager to execute the Temporary Construction Easement over a portion of APN 8564-007-901.

Exhibits:

1. Temporary Construction Easement

RECORDING REQUESTED BY & MAIL TO

LACMTA Real Estate Department
One Gateway Plaza, Mail Stop 99-22-8
Los Angeles, CA 90012-2932

A.P.N. 8564-007-901

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0 CITY TAX \$ 0

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale
- Exempt from Recording Fees Pursuant to Government Code Section 6103 and 27383
- Exempt from Documentary Transfer Tax Pursuant to Revenue & Taxation Code 11922

District	County	Route	P.M.	E.A. Number	CPN
7	LA 005	605	R18.8/R19.4	28680	7-2

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CITY OF INDUSTRY, A MUNICIPAL CORPORATION**, (the "Grantor"), as the owners of certain real property, hereby grants to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA")** and its successors and assigns ("**Grantee**"), for the benefit of LACMTA, the City of Industry ("**CITY**"), and CITY's employees, agents, representatives, contractors, subcontractors, consultants, and successors and assigns, a non-exclusive (except as specifically set forth below) temporary construction easement ("**TCE**") for construction purposes related to the Interstate 605 (I-605) Valley Boulevard Interchange Project ("**Project**") in, on, upon, over, under and across that certain real property comprising of approximately 1,363 sq. ft. in the City of Industry, County of Los Angeles, State of California ("**TCE Area**"), describe and depicted as follows:

Per Legal Description Exhibit "A" and as shown on Map Exhibit "B" attached hereto.

The TCE shall terminate upon the earlier to occur of (i) completion of the Project or (ii) January 11, 2027. The actual physical construction activities within the TCE Area will be completed within six (6) weeks ("Construction Period"). During the Construction Period, the TCE will be exclusive.

At the expiration of TCE, GRANTEE shall restore such property to a condition as near a practicable to the condition that existed immediately prior to GRANTEE'S operations. GRANTEE shall not be required to restore vegetation to the pre-existing condition.

Grantee shall have the right to assign the TCE to successors and/or assigns, including, without limitation, other governmental agencies, without the prior written approval of Grantor.

This instrument may be executed in multiple counterparts; all of which counterparts together shall constitute a single instrument.

APN: 8564-007-901
Parcel No: 7-2

NOTE: THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE; CONVEYANCE PURSUANT TO GOVERNMENT CODE 66428 (a).

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Dated: _____

STATE OF _____)
COUNTY OF _____) SS.

On _____, before me, _____,

Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary

GRANTOR:
CITY OF INDUSTRY, A MUNICIPAL CORPORATION

BY: _____ Date _____
Joshua Nelson
City Manager

GRANTEE:
LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY

BY: _____ Date _____
Craig Justesen
Executive Officer – Right of Way
Real Estate

EXHIBIT "A"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel No.: 7-2; Page 1 of 2

THAT PORTION OF THE LAND, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS DESCRIBED IN THE DIRECTOR'S DEED RECORDED SEPTEMBER 8, 1970 AS INSTRUMENT NO. 2393, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF VALLEY BOULEVARD AND TEMPLE AVENUE (FORMERLY COVINA BOULEVARD), 30.00 FOOT HALF-STREET WIDTH, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 171, PAGES 62 THROUGH 68, OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID TEMPLE AVENUE NORTH 38°45'21" EAST, 225.27 FEET TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LAND;

THENCE LEAVING SAID CENTERLINE AND ALONG SAID SOUTHEASTERLY PROLONGATION NORTH 50°29'46" WEST, 30.00 FEET TO THE MOST EASTERLY CORNER OF SAID LAND, THE SOUTHEASTERLY LINE OF SAID LAND ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TEMPLE AVENUE;

THENCE LEAVING SAID SOUTHEASTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE OF THE LAND SOUTH 38°45'21" WEST, 120.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LAND;

THENCE LEAVING SAID SOUTHEASTERLY LINE OF THE LAND AND ALONG THE SOUTHWESTERLY LINE OF SAID LAND NORTH 48°02'09" WEST, 56.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 83.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 08°58'28" WEST, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF THE LAND AND EASTERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°54'53" AN ARC LENGTH OF 53.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3,641.30 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 49°36'52" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°05'59" AN ARC LENGTH OF 69.89 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 72°23'52" EAST, 9.54 FEET TO SAID NORTHEASTERLY LINE OF THE LAND;

THENCE ALONG SAID NORTHEASTERLY LINE OF THE LAND NORTH 50°29'46" WEST, 11.91 FEET;

EXHIBIT "A"

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel No.: 7-2; Page 2 of 2

THENCE LEAVING SAID NORTHEASTERLY LINE OF THE LAND SOUTH 72°23'52" WEST, 6.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3,631.30 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 50°45'40" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'56" AN ARC LENGTH OF 70.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 73.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 26°28'59" EAST;

THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°56'17" AN ARC LENGTH OF 64.90 FEET TO SAID SOUTHWESTERLY LINE OF THE LAND;

THENCE NON-TANGENT TO SAID CURVE AND ALONG SAID SOUTHWESTERLY LINE OF THE LAND SOUTH 48°02'09" EAST, 23.23 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A GRID AREA 1,363 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE V, NAD 83 (1991.35 EPOCH OCS ADJUSTMENT), ALL DISTANCES SHOWN ARE GRID, TO OBTAIN GROUND DISTANCES DIVIDE BY 0.99997592.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

Affects APN 8564-007-901

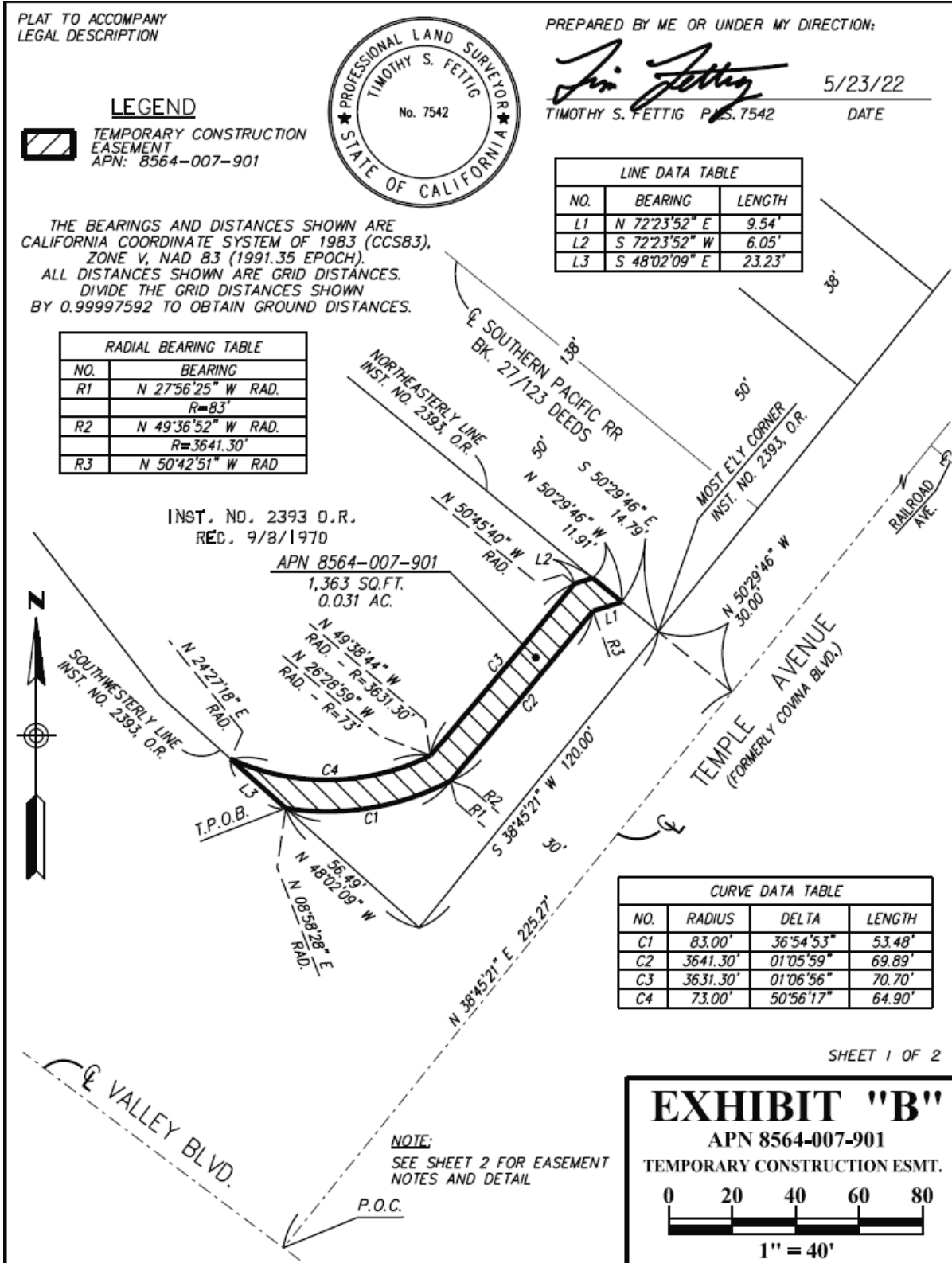
End of Legal Description

EXHIBIT "B"

PLAT MAP

TEMPORARY CONSTRUCTION EASEMENT

Project Parcel No.: 7-2; Page 1 of 2



ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager
Yvette Padilla, Management Analyst II

DATE: April 14, 2026

SUBJECT: Consideration of a License Agreement with Puente Hills Hyundai, LLC., for access to parcel APN 8262-015-901 at 1 Industry Hills Parkway, for use as a Temporary Overflow Parking Area for Vehicle Inventory

Background:

Puente Hills Hyundai, LLC (“Hyundai”) contacted the City regarding the temporary use of City owned property located at parcel APN 8262-015-901 (“Property”). Hyundai would like to utilize the property for overflow parking for its vehicles. Due to the increase of demand, Hyundai requires additional space to store its inventory vehicles. Hyundai is located at 17621 Gale Avenue, so this location is close in proximity to the dealership.

Discussion:

To support our local businesses, Staff is requesting City Council approve the License Agreement (“Agreement”) with Hyundai for its use of the Property. The License Agreement is for a term of one (1) year, with the option for the City Manager to approve a month-to-month extension, if more time is requested. Pursuant to the Agreement, the City may, by written notice, terminate the Agreement at any time.

Fiscal Impact:

Hyundai will lease the Property at a rate of \$500.00 per month, payable. Payment of to the City in advance on the first day of each month during the term of the Agreement.

Recommendation:

Staff recommends that the City Council approve the License Agreement.

Exhibits:

1. License Agreement Puente Hills Hyundai

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated **April 9, 2026**, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Puente Hills Hyundai, LLC, a California Corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the City is the owner of certain property located at 1 Industry Hills Parkway, City of Industry, CA 91744 (**APN 8262-015-901**), and Licensee desires to enter the portion of the property generally described as a parking lot, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises as overflow parking area for its vehicle inventory; and

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

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

TERMS

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

2. Payment. Licensee shall pay Licensor, and Licensor shall accept Five hundred dollars (\$500.00) (“**License Payment**”) per month, for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. Payment shall be made to Licensor at 15625 Mayor Dave Way, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include overflow parking area for vehicle inventory, and the marketing of vehicles to customers. Further, Licensee shall ensure that upon close of business each day, all vehicles are locked and secured on the Premises, that all

bollards are locked, and that there is sufficient lighting on the premises to deter theft, and other criminal activities. Prior to any initial entry on the Premises, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the vehicles on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department prior to initial entry on the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, including environmental contamination, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

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

6. Liens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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

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

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

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

Environmental Indemnity.

Licensee's Indemnity Obligations. Licensee agrees, from and after the Effective Date, to defend, indemnify, protect and hold harmless City Representatives from, regarding and against any

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

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

Definitions.

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

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

(3) As used in this Agreement, the term "**Hazardous Materials**" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum or petroleum products; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. section 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. (42 U.S.C. § 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. section 9601 et seq. (42 U.S.C. § 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

Materiality. Licensee acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of Licensee for the benefit of Licensor set forth in this Agreement are

a material element of the consideration to Licensor for the performance of its obligations under this Agreement, and that Licensor would not have entered this Agreement unless Licensee's obligations were as provided for herein.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement and shall automatically terminate **April 9, 2027. City Manager, at his sole discretion, may grant month-to-month extension to this Agreement.** Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells, leases, or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

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

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

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

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

Licensor:

City Manager
15625 Mayor Dave Way
City of Industry, CA 91744
Tel: (626) 333-2211

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

Licensee: Puente Hills Hyundai, LLC
Mike Lee
17621 Gale Avenue
City of Industry, CA 91748
mlee@phhyundai.com

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

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

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

By: _____
Joshua Nelson, City Manager

By: _____
Mike Lee, General Manager

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

EXHIBIT A

Legal Description

Parking lot located at 1 Industry Hills Parkway, City of Industry, CA 91744 (APN 8262-015-901) inside Pacific Palms Resort. The area identified as "Property" in the map below by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted use shall occur.



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

DATE: April 14, 2026

SUBJECT: Consideration of an Agreement with Los Angeles World Cup 2026 Host Committee to Purchase and Install Banners Supporting the 2026 FIFA World Cup

Background:

The 2026 FIFA World Cup will be hosted by Canada, Mexico and the United States of America. The 48 team soccer tournament is set to begin June 11, 2026. The City has an opportunity to showcase the City and be a part of a unified, celebratory atmosphere across Los Angeles County.

Discussion:

The City currently installs banners on 33 existing streetlights in the Civic Center Area. The area includes Hacienda Boulevard from Don Julian to Nelson Avenue and Mayor Dave Way between Hudson Avenue and Glendora Avenue. To celebrate the upcoming World Cup, Staff is recommending the City join the Los Angeles World Cup 2026 Street Pole Banner Program with the Los Angeles World Cup 2026 Host Committee ("LAWCHC") to purchase and install banners promoting the World Cup. The banners will be installed no later than June 1, 2026 and will remain up until July 20, 2026

Fiscal Impact:

The City will be responsible to purchase and install the banners. The City will use the existing Negotiated Contract with Pacific Utility Installation. The approximate cost of the banners is \$3,000.00 from the General Fund.

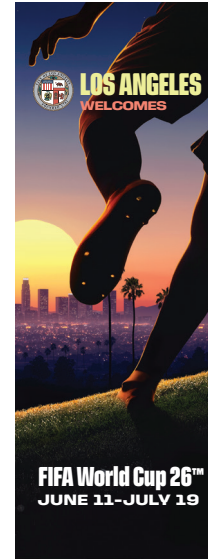
Recommendation:

Staff recommends that the City Council approve the Agreement with Los Angeles World Cup 2026 Host Committee.

Exhibits:

1. LA Host City Banners
2. Los Angeles World Cup 2026 City-Wide Pole Banner Program Agreement

OVERVIEW



CITY OF LOS ANGELES INDIVIDUAL POLES (EACH POLE WILL NEED THE CITY SEAL FOR THE SINGLE POLES)



CITY OF LOS ANGELES INDIVIDUAL POLES, RENDERS



CITY OF LOS ANGELES PAIRS



PRIMARY PAIR



SECONDARY PAIR

CITY OF LOS ANGELES PAIRS, RENDERS



PRIMARY PAIR



SECONDARY PAIR

CITY OF INGLEWOOD PAIRS



PRIMARY PAIR



SECONDARY PAIR



CITY OF INGLEWOOD PAIRS, RENDERS



PRIMARY PAIR



SECONDARY PAIR

GENERAL CITY PAIRS



PRIMARY PAIR [WEST HOLLYWOOD USED AS EXAMPLE ONLY]



SECONDARY PAIR

GENERAL CITY PAIRS, RENDERS



PRIMARY PAIR



SECONDARY PAIR

Los Angeles World Cup 2026 City-Wide Pole Banner Program Agreement

THIS BANNER PROGRAM AGREEMENT (“Agreement”) is dated as of April 14, 2026, by and between CITY OF INDUSTRY (the “City”) and LOS ANGELES WORLD CUP 2026 HOST COMMITTEE, LLC, a California limited liability company (“LAWCHC”), with reference to the following facts:

A. LAWCHC is the host committee helping to organize the (i) 2026 FIFA World Cup matches that will be held at SoFi Stadium in Los Angeles County (“World Cup”) and (ii) events related to the World Cup to be held in various locations in Los Angeles County.

B. During June and July of 2026, the Los Angeles region will play host to eight matches for the World Cup and 39-days of fan events taking place across Greater Los Angeles.

C. LAWCHC and City desire to work with the City to be part of a cohesive branding experience to show off the World Cup and the Los Angeles region to visitors and generate pride across the community.

D. LAWCHC desires to offer the City the opportunity to be part of a cohesive branding experience (the “Branding Experience”) for the World Cup as the Los Angeles region welcomes visitors from around the world.

E. LAWCHC and the City desire to have an opportunity to purchase, display and use the official LAWCHC branded street pole banners (“Banners”) with the additional opportunity to include a welcome message with the name of the City, all as more particularly described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Branding Experience. As part of the Branding Experience, the City is hereby granted the right to purchase up to Thirty-Three (33) Banners. The Banners shall be prepared and provided through a LAWCHC preferred vendor. The Banner creative templates will be provided by the LAWCHC and final design are subject to pre-approval by LAWCHC, in its sole and absolute discretion. Prior to the Banners being ordered by the City, LAWCHC shall make itself available to the City to work on the creative nature and layout of the Banner, all of which shall be undertaken in compliance with FIFA intellectual property ownership and LAWCHC intellectual property rights and obligations. Once created and approved by LAWCHC, the City agrees that the Banners cannot be altered, copied, modified or changed in any way. The City shall have no right to copy, duplicate, modify,

alter and change in any way the Banner and the City shall have no rights to use any of the intellectual property of FIFA World Cup at any time or in any way. The City agrees that the only elements that can be adjusted on the Banners are the use of the City Name (NO LOGO) on the banner. The City is expressly prohibited from selling sponsorships relative, directly or indirectly, to the Banners.

2. Cost of Banners. The City must elect the number of Banners it desires to purchase by providing written notice to LAWCHC no later than April 30, 2026. The cost for each Banner shall be paid by the City, and LAWCHC shall have no involvement or liability relative to the cost of any Banner.

3. Installation of Banners. The City will be responsible, at the City's sole cost and expense, for printing, installing and maintaining the Banners. The Banners must be placed within the City limitations and not in other surrounding areas and must be installed by the City in accordance with all applicable law, rules and regulations. The Banners shall be installed in a manner acceptable to LAWCHC. Following the completion of the World Cup matches and related events, the City will maintain ownership of their purchased Banners and will have the rights to redistribute and/or sell to the community or upcycle into other products. The City will be encouraged to install the Banners during the period of June 1, 2026, to July 20, 2026.

4. Amendments. This Agreement may be amended only by written agreement signed by both parties.

5. Attorneys' Fees. In the event of any litigation to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees as fixed by the court.

6. Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

7. Governing Law. This Agreement is made and entered into in the State of California and shall be governed by and construed and enforced in accordance with the laws of the State of California.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby.

9. Further Assurances. Each party to this Agreement agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated thereby.

10. Authority. Each individual executing this Agreement on behalf of the limited liability company, partnership or corporation represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such limited liability company, partnership or corporation, by a duly adopted resolution of its partners or board of directors, and that this Agreement is binding upon such partnership or corporation in accordance with its terms.

11. Timing. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LOS ANGELES WORLD CUP HOST 2026 COMMITTEE, LLC

By: Los Angeles Sports & Entertainment Commission, Los Angeles World Cup Host Committee

Name: _____

Title; _____

CITY OF INDUSTRY

By: _____

Name: _____

Title: _____

ITEM NO. 6.9



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Mathew Hudson, Director of Public Works

DATE: April 14, 2026

SUBJECT: Consideration of Amendment No. 4 to the Agreement for Design-Build Services with Progressive Trail Design, for the Design and Construction of a Mountain Biking Trail at Industry Hills

Background:

On February 11, 2025, Staff released a Request for Proposals (“RFP”) for the Design-Build of a Mountain Biking Trail at Industry Hills. The trail will consist of a three-mile Mountain Biking Trail suitable for competitive Union Cyclist International and/or International Mountain Biking Association sanctioned events, and recreational use incorporating berms, rollers, jumps and technical turns. On May 22, 2025, the City Council approved the Agreement for Design-Build Services with Progressive Trail Design (“PTD”) and authorized the commencement of Phase I.

On August 28, 2025, the City Council approved Amendment No. 1 to the Agreement authorizing PTD to commence Phase 2 and increase compensation.

On January 15, 2026, the City Council approved Amendment No. 2 to the Agreement authorizing PTD extending the completion date of Phase 2 to March 31, 2026.

On March 26, 2026, the City Council approved Amendment No. 3 to the Agreement authorizing PTD to being Phase 3a, increasing compensation and authorizing Phase 3a Construction rough grading to begin.

Discussion:

While rough grading is currently underway, PTD is finalizing the detailed grading and structural plans. To support completion of the design and facilitate the permitting process, PTD has retained a geotechnical consultant, civil engineering consultant, and structural engineering consultant.

With these consultants now on board, staff is requesting an increase in the contract amount of \$59,280.

Staff is also requesting an extension of the Phase 2 completion date to October 30, 2026.

Fiscal Impact:

The additional cost of the Design-Build services Phase 3a is \$59,280, for a total contract amount not to exceed \$1,270,638.97.

This project is not included in the current CIP budget, therefore Staff will be requesting an appropriation of funds for Phase 3a. (Account No. 120-723-5205/MP 20-28#1).

Recommendation:

Staff recommends approving Amendment No. 4 to the Design-Build Services Agreement with Progressive Trail Design.

Exhibits:

1. Amendment No. 4 to the Agreement for Design-Build with Progressive Trail Design dated April 14 2026
2. Design Build Agreement with Progressive Trail Design, dated May 22, 2025

EXHIBIT 1

Amendment No. 4, Agreement for Design-Build with Progressive Trail Design,
dated April 14, 2026

[Attached]

**AMENDMENT NO. 4
TO THE AGREEMENT FOR DESIGN-BUILD SERVICES WITH PROGRESSIVE
TRAIL DESIGN, LLC.**

This Amendment No. 4 to the AGREEMENT FOR DESIGN BUILD SERVICES (“Agreement”), is made and effective as of April 14th, 2026 (“Effective Date”), between the City of Industry, a California municipal corporation (“City”) and Progressive Trail Design LLC an Arkansas limited liability company registered to do business in California, (“Design Builder”). The City and Design Builder are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about May 22, 2025, the City Council approved a Design-Build Agreement (“Agreement”) with Design Builder for Phase 1 - Preliminary Engineering and Design, for a mountain bike course, in the amount of \$80,000.00. The scope of work included the preliminary engineering and conceptual design of the course; and

WHEREAS, on or about August 28th, 2025, the City Council approved Amendment No. 1 to extend the completion date of Phase 2 to November 15, 2025, and increase compensation by \$280,000; and

WHEREAS, on or about January 15, 2026, the City Council approved Amendment No. 2 to extend the completion date of Phase 2 to March 31, 2026;

WHEREAS, on or about March 26th, 2026, the City Council approved Amendment No. 3 to commence Phase 3a -Construction Rough Grading, and increase compensation by \$851,358.97, and

WHEREAS, while rough grading is underway, PTD is finalizing detailed grading and structural plans and has retained geotechnical, civil, and structural engineering consultants to support design completion and permitting; and

WHEREAS, staff recommends an increase in the contract amount of \$59,280 and an extension of the Phase 2 completion date to October 30, 2026.

WHEREAS, for the reasons set forth herein, City and Design Builder 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, incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Article 4, Contract Sum, is revised to read in its entirety as follows:

ARTICLE 4 - CONTRACT SUM

Subject to the provisions of the Contract Documents City shall pay to Design Builder, for the performance of the Work, an amount not to exceed One Million Two Hundred Seventy Thousand Six Hundred Thirty-Eight Dollars and Ninety-Seven Cents (\$1,270,638.97), the “Contract Sum”.

ARTICLE 5 – CONTRACT TIME

The first sentence of “Phase 2”, shall be revised to read in its entirety as follows:
The Design Builder shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 by October 30, 2026, the “Phase 2 Time”.

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

“CITY”
City of Industry

“DESIGN BUILDER”
Progressive Trail Design, LLC

By: _____
Cory C. Moss, Mayor

By: _____
Nathan Woodruff, CEO

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

EXHIBIT 2

[Attached]

AGREEMENT FOR DESIGN-BUILD SERVICES

This AGREEMENT FOR DESIGN BUILD SERVICES (“Agreement”), is made and effective as of May 22ND, 2025 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Progressive Trail Design LLC, an Arkansas limited liability company (“Design Builder”). The City and Design Builder are hereinafter collectively referred to as the “Parties”.

In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

ARTICLE 1 SCOPE OF WORK

Design Builder shall provide all work required by the Contract Documents (the “Work”). Design Builder agrees to do additional Work arising from changes ordered by the City pursuant to the General Provisions. The Work will be performed in Phases identified as follows:

Phase 1 – Preliminary Engineering and Design - \$80,000.00

Phase 2 – Construction Documents – Amount to be determined

Phase 3 – Construction – Amount to be determined

ARTICLE 2 OPTIONS

The City may exercise its option for performance of the Work under Phases 2 and 3 by providing a written Notice to Proceed to the Design Builder for performance under either or both of the Phases. The Option for Phase 2 may be exercised not later than 30 days after the expiration of Phase 1 Time or the acceptance by the City of the Preliminary Engineering and Design Documents under Phase 1, whichever is later. The Option for Phase 3 may be exercised not later than 30 days after the expiration of Phase 2 Time or the acceptance by the City of the Construction Documents under Phase 2, whichever is later. If Design Builder has complied with all other terms of the Contract and the City fails to exercise its Option for Phase 3 by such calculated date, the Design Builder agrees that a time extension will be its sole and complete remedy for any damage or loss incurred as a result of the delay in exercising said Option for Phase 3.

The City’s “OPTIONS” rights under this Article 2 are independent of the “Suspension of Contract” rights as set forth in the General Provisions. As such, if the City opts to not proceed with Phase 2 after the completion of Phase 1, Design Builder’s right of recovery is limited to the Contract Sum for Phase 1. If the City opts to not proceed with Phase 3 after the completion of Phases 1 and 2, Design Builder’s right of recovery is limited to the Contract Sum for Phases 1 and 2.

The City retains the right to terminate this Contract for convenience at any time in accordance with the General Provisions.

**ARTICLE 3
COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Preliminary Schedule
- Design Builder's Proposal
- Notice of Selection as Apparent Best Value Proposal
- This Agreement
- General Provisions
- Special Provisions
- Specifications
- List of Drawings
- Drawings
- Addenda
- Change Orders
- Notice of Completion
- Non-Collusion Affidavit
- Site Visit Certification
- Proposed Sub-Design Builders
- Certificate Regarding Worker's Compensation
- Drug Free Workplace Certification
- Faithful Performance Bond
- Labor and Materials Payment Bond
- Project Schedule
- Design Builder's Certificate Regarding Non-Asbestos Containing Materials

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Collectively the Contract Documents and this Agreement constitute the entire contract of the Parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both Parties.

**ARTICLE 4
CONTRACT SUM**

Subject to the provisions of the Contract Documents City shall pay to Design Builder, for the performance of the Work, Eighty Thousand Dollars (\$80,000.00), the "Contract Sum".

**ARTICLE 5
CONTRACT TIME**

Design Builder shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within 120 days, the "Phase 1 Time." The Contract Time at contract award is the Phase 1 Time.

The time allowed for the completion of Phases 2 and 3 shall be as follows:

Phase 2 - The Design Builder shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within 120 days, the "Phase 2 Time." If the City exercises its Option for Phase 2, the Phase 2 Time will be added to the then Contract Time plus any days between the completion of Phase 1 and the exercise of the Option for Phase 2 to establish a revised Contract Time for completion of Phases 1 and 2.

Phase 3 - The Design Builder shall commence the Work for Phase 3 on the date specified in the Construction Notice to Proceed for Phase 3 and fully complete the Work for Phase 3 is to be determined, the "Phase 3 Time." If the City exercises its Option for Phase 3, the Phase 3 Time will be added to the Contract Time for completion of Phases 1 and 2, plus any days between the completion of Phase 2 and the exercise of the Option for Phase 3 to establish a revised Contract Time for completion of all Phases. In the event that the Option for Phase 3 is exercised prior to the completion of Phase 2, the revised Contract Time will be the number of days from the start of Phase 1 to the exercise of the option for Phase 3, plus the number of days specified herein for the completion of Phase 3.

By signing this agreement, Design Builder represents to City that i) the Phase 1 Time, Phase 2 Time, and Phase 3 Time are reasonable for completion of the Work of the respective Phase; ii) the Contract Time (as defined above) is reasonable for completion of the Work of all the Phases; and iii) Design Builder will complete the Work within the Contract Time.

**ARTICLE 6
LIQUIDATED DAMAGES**

If Design Builder fails to complete the Work for Phase 2 within the Contract Time and City has not exercised its option for Phase 3, Design Builder shall pay to City, as liquidated damages and not as a penalty, the amount indicated below as "Liquidated damages daily rate for Phase 2" for each day after expiration of Contract Time that Work for Phase 2 remains incomplete. If City has exercised its option for Phase 3 and Design Builder fails to complete the Work for Phase 3 within the Contract Time, Design Builder shall pay to City, as liquidated damages and not as a penalty, the applicable amount(s) indicated below as "Liquidated damage daily rate for Phase 3" for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the liquidated damages daily rate for Phase 3 shall be reduced to the sum indicated below. City and Design Builder agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine and that said amounts indicated below are reasonable estimates of and reasonable sums for such damages. City may deduct any liquidated damages due from Design Builder from any amounts otherwise due to Design Builder under the Contract Documents. This provision shall not limit any right or remedy

of City in the event of any other default of Design Builder other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the City exercises its Option for Phase 2.

Liquidated damages daily rate for Phase 2 - Three Hundred Dollars (\$300.00)

Liquidated damages daily rate for Phase 3 - Three Hundred Dollars (\$300.00) (on or before Substantial Completion)

Liquidated damages daily rate for Phase 3- Two Hundred Dollars (\$200.00) (after Substantial Completion)

ARTICLE 7 COMPENSABLE DELAY

If Design Builder is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to the General Provisions, the Contract Sum will be increased by the sum indicated below per day for each day for which such compensation is payable. This Article 7 will apply only if the City exercises its Option for the applicable Phase and only to the extent that Design Builder fulfills requisites proving entitlement to Compensable Delay.

Compensable delay daily rate for Phase 2 - Five Hundred Dollars (\$500.00)

Compensable delay daily rate for Phase 3 - Five Hundred Dollars (\$500.00)

ARTICLE 8 WORK PRODUCT ASSIGNMENT

If this Agreement is terminated prior to the exercise of the City's Option for Phase 3, the Design Builder shall execute an assignment to the City of all contracts with Design Professionals for work to be performed on Phases 1 and 2.

ARTICLE 9 PREVAILING WAGES

A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

- (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
- (ii) Section 1777.4, Apprenticeship Requirements.
- (iii) Section 1777.5, Apprenticeship Requirements.

- (iv) Section 1813, Penalty for Failure to Pay Overtime.
- (v) Section 1810 and 1811, Working Hour Restrictions.
- (vi) Section 1775, Payroll Records.
- (vii) Section 1773.8, Travel and Subsistence Pay.

**ARTICLE 10
RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the City and the Design Builder shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 11
CERTIFICATIONS**

Design Builder shall maintain a Class A, General Engineering Contractor's License during the term of this Agreement.

**ARTICLE 12
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Design Builder no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, and the Agreement fully performed.

**ARTICLE 13
DESIGN BUILDER'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event Design Builder fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the Design Builder for a period of three (3) calendar days after receipt of written demand from City or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the City may exclude the Design Builder from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the City to another Design Builder or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the City, shall be a charge against the Design Builder, and may be deducted from any money due or becoming due to Design Builder from the City, or the Design Builder shall pay the City the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement

shall become liable for payment should Design Builder fail to pay in full any said cost incurred by the City.

**ARTICLE 14
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

Design Builder shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Design Builder's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Should conflict of interest principles preclude a single legal counsel from representing both City and Design Builder, or should City otherwise find Design Builder's legal counsel unacceptable, then Design Builder shall reimburse the City its costs of defense, including without limitation reasonable legal counsel's fees, expert fees and all other costs and fees of litigation. Design Builder shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Design Builder's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Design Builder's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement.

**ARTICLE 15
INSURANCE**

Prior to the beginning of and throughout the duration of the Project, Design Builder and its subcontractor shall maintain insurance in conformance with the requirements set forth below. Design Builder will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Design Builder agrees to amend, supplement or endorse the existing coverage to do so.

Design Builder acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Design Builder or its subcontractor in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to the City.

Without limiting Design Builder's indemnification of City, and prior to commencement of the Project, Design Builder 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:

- 15.01 **General liability insurance.** Design Builder shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form

CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

15.02 **Automobile liability insurance.** Design Builder 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 Design Builder arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

15.03 **Umbrella or excess liability insurance.** Design Builder shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement.
- Concurrency of effective dates with primary policies.
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

15.04 **Professional liability (errors & omissions) insurance.** Design Builder 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 Design Builder agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

15.05 **Workers’ compensation insurance.** Design Builder shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Design Builder ’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Design Builder shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

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

15.06 **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a Design Builder's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

15.07 **Completed Operations Coverage.** Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent Design Builders. If the insured is using subcontractor, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

15.08 **Builder's risk insurance.** Upon commencement of construction and with approval of City, Design Builder shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the City has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Design Builder and City, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Design Builder shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the City. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the Project.

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving Design Builder), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6)

ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

- 15.09 **Proof of insurance.** Design Builder shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 15.10 **Duration of coverage.** Design Builder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Design Builder, his agents, representatives, employees or subcontractor. Design Builder must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 15.11 **Primary/noncontributing.** Coverage provided by Design Builder shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 15.12 **City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Design Builder or the City will withhold amounts sufficient to pay premium from Design Builder payments. In the alternative, the City may cancel this Agreement.
- 15.13 **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial

Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

- 15.14 **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 Design Builder or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Design Builder hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 15.15 **Enforcement of contract provisions (non estoppel).** Design Builder acknowledges and agrees that any actual or alleged failure on the part of the City to inform Design Builder of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- 15.16 **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 Design Builder maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Design Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 15.17 **Notice of cancellation.** Design Builder 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.
- 15.18 **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 15.19 **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.
- 15.20 **Separation of Insureds.** A severability of interests' provision must apply for all additional insureds ensuring that Design Builder'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.

- 15.21 **Pass Through Clause**. Design Builder 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 Design Builder, provide the same minimum insurance coverage and endorsements required of Design Builder. Design Builder 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. Design Builder agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- 15.22 **City's right to revise requirements**. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Builder a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to Design Builder, City and Design Builder may renegotiate Design Builder's compensation.
- 15.23 **Self-insured retentions**. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- 15.24 **Timely notice of claims**. Design Builder shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Design Builder's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 15.25 **Additional Insurance**. Design Builder 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.

ARTICLE 16 CONTRACTOR'S LICENSE

Design Builder must possess at the time of bid submittal, and throughout the Project duration, a Contractor's License, of the classification required to prosecute the work, as set forth in Article 11 herein, issued by the State of California, which is current and in good standing. Design Builder shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

ARTICLE 17 PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is

not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 18
DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to City:

- 18.1 Design Builder and all of its Design Professionals and subcontractor are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- 18.2 Design Builder accepts the relationship of trust and confidence with the City established by the Contract Documents. Design Builder will cooperate with City.
- 18.3 Design Builder and its Design Professionals have carefully examined the site of the project and the adjacent areas, have suitably investigated the nature and location of the Construction Work and have satisfied themselves as to the general and local conditions which will be applicable, including but not limited to: (1) conditions related to site access and to the transportation, disposal, handling and storage of materials; (2) the availability of labor, water, power and roads; (3) normal weather conditions; (4) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (5) the surface conditions of the ground and (6) the character and availability of the equipment and facilities which will be needed prior to and during the performance of the Work.
- 18.4 Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by City in the Exhibits.
- 18.5 Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements, etc.); Design Builder acknowledges that these Exhibits establish the scope, level of quality, design intent and the procedures for the development of the design to a state of 100% completion.

Design Builder agrees that (1) it will manage, coordinate and fully complete the design; (2) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the City, in Construction Documents which will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction) and (3) it will manage and timely construct the Project in consideration for the City's payment of the Contract Sum.

- 18.6 Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by City. Design Builder also agrees that time is of the essence for the performance of the Work.
- 18.7 Design Builder agrees that all Construction Documents will be complete, coordinated, and accurate.
- 18.8 Design Builder agrees that all materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the City, Design Builder will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- 18.9 Design Builder agrees that the Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the City in advance, may be considered defective.
- 18.10 Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to City; however, this provision in no way limits the liability of Design Builder.

**ARTICLE 19
SUBSURFACE HAZARDOUS MATERIALS**

In the event trenches or other excavations extend deeper than four (4) feet below the surface, the Design Builder shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- 19.01 Material that the Design Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
- 19.02 Subsurface or latent physical conditions at the site differing from those indicated.
- 19.03 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Agreement.
- 19.04 Upon receipt of said notification the City will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and

cause a decrease or increase in the Design Builder's cost of or the time required for performance of any part of the work, the City will issue a change order under the procedures described in the General Provisions.

- 19.05 In the event that a dispute arises between the City and the Design Builder whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Design Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Design Builder shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20 INDEPENDENT CONTRACTOR

(a) Design Builder is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Design Builder shall at all times be under Design Builder's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Design Builder or any of Design Builder's officers, employees, or agents, except as set forth in this Agreement. Design Builder 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. Design Builder 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 Design Builder in connection with the performance of this Agreement. Except for the fees paid to Design Builder as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Design Builder for performing services hereunder for City. City shall not be liable for compensation or indemnification to Design Builder for injury or sickness arising out of performing services hereunder.

(c) Design Builder 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, Design Builder's or by any individual or agency for which Design Builder is legally liable, including but not limited to officers, agents, employees or subconsultants of Design Builder, service as an independent contractor. The indemnity provisions set forth in this Section 20(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.

ARTICLE 21
LEGAL RESPONSIBILITIES

The Design Builder 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 Design Builder 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 Design Builder to comply with this Section.

ARTICLE 22
UNDUE INFLUENCE

Design Builder 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 Design Builder, or from any officer, employee or agent of Design Builder, 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.

ARTICLE 23
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.

ARTICLE 24
RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Design Builder in performance of this Agreement shall be considered confidential and shall not be released by Design Builder without City's prior written authorization. Design Builder, 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) Design Builder shall promptly notify City should Design Builder, 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 Design Builder 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 Design Builder 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 Design Builder in such proceeding, Design Builder agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Design Builder. 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.

**ARTICLE 25
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: Joshua Nelson
With a Copy To:	Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 James M. Casso, City Attorney
To Design Builder:	Progressive Trail Design, LLC 410 SW A Street, Suite 4 Bentonville, AR 72712 Attn: Nathan Woodruff

**ARTICLE 26
ASSIGNMENT**

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

Notwithstanding Design Builder's use of any subconsultant, Design Builder shall be responsible to the City for the performance of its subconsultant as it would be if Design Builder 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 Design Builder. Design Builder shall be solely responsible for payments to any subconsultants. Design Builder 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.

ARTICLE 27
GOVERNING LAW/ATTORNEYS' FEES

The City and Design Builder 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 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 Design Builder 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.

ARTICLE 28
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.

ARTICLE 29
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.

ARTICLE 30
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.

**ARTICLE 31
WAIVER**

The waiver by City or Design Builder 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 Design Builder unless in writing.

**ARTICLE 32
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.

**ARTICLE 33
CORPORATION IN GOOD STANDING**

If Design Builder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Paul Carey, whose title is Chief Executive Officer, is authorized to act for and bind the corporation.

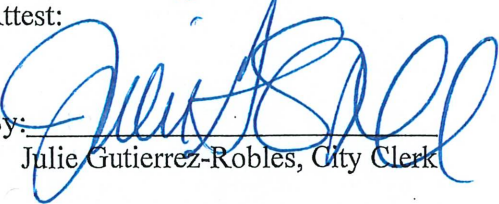
**ARTICLE 34
AUTHORITY TO EXECUTE THIS AGREEMENT**

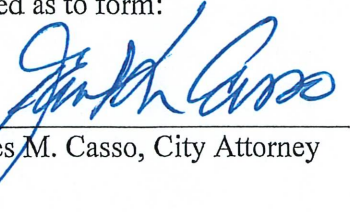
The person or persons executing this Agreement on behalf of Design Builder represents and warrants that he/she has the authority to execute this Agreement on behalf of the Design Builder and has the authority to bind Design Builder to the performance of its obligations hereunder.

(Signatures on following page.)

“CITY”
City of Industry

By: 
Cory C. Moss, Mayor

Attest:
By: 
Julie Gutierrez-Robles, City Clerk

Approved as to form:
By: 
James M. Casso, City Attorney

“DESIGN BUILDER”
Progressive Trail Design, LLC

By: 
Nathan Woodruff, CEO

Design Builder’s Contractor License(s):

(Classification and License Number)

(Expiration Date)

ATTACHMENTS

1. Preliminary Schedule
2. Design Builder's Proposal
3. Notice of Selection as Apparent Best Value Proposal
4. General Provisions
5. Special Provisions
6. Non-Collusion Declaration
7. Drug Free Workplace Certification

ATTACHMENT 1

Primary Schedule

ATTACHMENT 2
Design Builders Proposal

ATTACHMENT 3

Notice of Selection as Apparent Best Value Proposal

ATTACHMENT 4
General Provisions

ATTACHMENT 5
Special Provisions

ATTACHMENT 6
Non-Collusion Declaration

ATTACHMENT 7
Drug Free Workplace Certification

EXHIBIT C

Progressive Trail Design Fees and Project Timeline, dated May 13, 2025

[Attached]

ITEM NO. 6.10



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Sam Pedroza, Asst. City Manager

DATE: April 14, 2026

SUBJECT: Consideration of Resolution No. CC 2026-10 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF’S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00), FOR ITS ANNUAL GOLF TOURNAMENT

Background:

The Industry Sheriff’s Youth Athletic League (“YAL”) provides programs to at-risk youth in the surrounding communities since its founding in 1991. The YAL program serves nearly 2,000 local youth under the age of 18 through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program, and Camp C.O.U.R.A.G.E., at no cost to participating youth or their families. Through these programs the youth receive mentoring and learn to make positive life decisions. The program recognizes the importance of early intervention and is a positive influence on thousands of children.

Discussion:

The YAL contacted the City for a donation to sponsor the 33rd Annual Invitational Golf Classic program, on May 4, 2026, at Pacific Palms Resort. The donation of \$90,000.00, along with other fundraising efforts, will assist the YAL in providing resources to the community. In addition to its monetary donation, the City provides an in-kind donation of City Staff support services for the event, which is determined by City Staff’s availability to assist with event planning, set up, supporting day-of activities, and event tear down. City Staff is estimating that approximately 100 hours of support services will be donated.

Fiscal Impact:

In the Fiscal Year 2025/26 budget, \$371,000.00 was approved for Community Promotions and

Economic Development. No appropriations are required at this time (Account No. 100-621-5601).

Recommendation:

Staff recommends that the City Council adopt Resolution No. CC 2026-10.

Exhibits:

1. Resolution No. CC 2026-10

RESOLUTION NO. CC 2026-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE INDUSTRY SHERIFF'S YOUTH ATHLETIC LEAGUE, IN THE AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00), FOR ITS ANNUAL GOLF TOURNAMENT

RECITALS

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

WHEREAS, the YAL serves nearly 2000 local youth under the age of 18 through programs such as flag football, basketball, baseball, soccer, golf, tennis, scuba, martial arts, educational field trips, the Law Enforcement Academy at La Puente High School for middle and high school students, the Law Enforcement Explorers Program, and Camp C.O.U.R.A.G.E., at no cost to participating youth or their families; and

WHEREAS, the YAL contacted the City for a donation to sponsor its 33rd Annual Invitational Golf Classic on May 4, 2026; and

WHEREAS, the City's donation of \$90,000.00, along with other fundraising efforts, will assist the YAL in providing resources to the community; and

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

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

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

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

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

SECTION 2: The City's donation serves a public purpose in that the YAL supports the youth in the community by providing programs that mentor the youth and teach them

to make positive life decisions. These programs recognize the importance of early intervention, and are a positive influence on thousands of children.

SECTION 3: The City Council hereby approves the donation of Ninety Thousand Dollars (\$90,000.00) to the Industry Sheriff's Youth Athletic League, as well as an in-kind donation of 100 Staff hours for support services.

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on April 14, 2026, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

ITEM NO. 6.11



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Nelson, City Manager

STAFF: Bing Hyun, Asst. City Manager
Yvette Padilla, Management Analyst II

DATE: April 14, 2026

SUBJECT: Consideration of Amendment No. 4 to the Professional Services Agreement with MuniEnvironmental, LLC, for Environmental and Recycling Consulting Services, extending the term through April 30, 2027, revising the rate schedule, and increasing compensation by \$281,580.00

Background:

On March 22, 2018, the City Council approved a Professional Services Agreement (“Agreement”) with MuniEnvironmental, LLC (“Muni”), for environmental and recycling consulting services, in an amount not to exceed \$1,000,000.00, from March 22, 2018 through March 21, 2021. The Agreement allowed the City to grant two (2) one (1) year extensions.

Amendment No. 1, approved May 27, 2021, extended the term through March 21, 2022, revised the scope of services, increased compensation to \$333,300.00, and updated indemnity provisions and City Attorney contact information. Amendment No. 2, approved March 9, 2022, extended the term through March 21, 2023, updated the scope of services and rate schedule, and increased compensation by \$83,000.00. Amendment No. 3, approved March 10, 2023, extended the term through April 30, 2026, revised the rate schedule, and increased compensation by \$990,000.00.

Discussion:

Muni currently administers and oversees the City’s recycling program to ensure compliance with applicable State regulations, including coordination with CalRecycle regarding audit activities. CalRecycle will conduct an audit of the City’s program. Upon completion of the audit, the City will evaluate the results and determine next steps.

Amendment No. 4 will extend the term of the Agreement through April 30, 2027, revise the rate schedule, and increase compensation by \$281,580.00.

Table 1 – Summary of Consultant Costs

	Contract Amount
Professional Services Agreement	\$1,000,000.00
Amendment No. 1	\$333,300.00
Amendment No. 2	\$83,000.00
Amendment No. 3	\$990,000.00
Amendment No. 4 (proposed)	\$281,580.00
Total	\$2,687,880.00

Fiscal Impact:

The proposed Amendment No. 4 will add \$281,580.00 to the contract’s not-to-exceed amount. The Fiscal Year 2025-26 budget for General Fund – Commercial Recycling & Waste Management Programs – Professional Services (Account No. 100-624-5120.01) has approximately \$200,000.00 remaining through the end of this fiscal year. No additional appropriations are needed at this time. The budget for Fiscal Year 2026-27 will account for expenditures beyond July 1, 2026 accordingly.

Recommendation:

Staff recommends that the City Council approve Amendment No. 4.

Exhibits:

1. MuniEnvironmental Amendment No. 4

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT WITH
MUNIENVIRONMENTAL, LLC**

This Amendment No. 4 to the Professional Services Agreement (“Agreement”), is made and entered into this 9th day of April, 2026 (“Effective Date”), by and between the City of Industry, a California municipal corporation (“City”) and MuniEnvironmental, LLC, a California limited liability company (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about March 22, 2018, the City Council approved the Agreement with the Consultant to provide professional environmental and recycling consulting services to the City; and

WHEREAS, on or about May 27, 2021, the City Council approved Amendment No. 1 to the Agreement, extending the term to March 21, 2022, updating the scope of services to remove stormwater monitoring tasks and add organics recycling and infrastructure services, revising the Rate Schedule, increasing compensation by \$333,300.00, including indemnify language specific to independent contractors, and amending the address for providing notices to the City Attorney’s office; and

WHEREAS, on or about March 10, 2022, the City Council approved Amendment No. 2 extending the term to March 21, 2023, updating the scope of services, revising the Rate Schedule, and increasing compensation by \$83,000.00; and

WHEREAS, on or about March 9, 2023, the City Council approved Amendment No. 3 extending the term to April 30, 2026, revising the Rate Schedule, and increasing compensation by \$990,000.00; and

WHEREAS, the Parties desire to amend the Agreement to extend the term to April 30, 2027, revise the Rate Schedule, and increase the compensation by \$281,500.00; 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, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1. TERM

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

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

Section 4(a) is hereby amended to read in its entirety as follows:

(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 Million Six Hundred Eighty-Seven Thousand Eight Hundred Eighty Dollars (\$2,687,880.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

EXHIBIT B RATE SCHEDULE

The Rate Schedule is hereby rescinded in its entirety and replaced with the Rate Schedule 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 Licensee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties here executed this Amendment No. 4 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANT”
MuniEnvironmental, LLC

By: _____
Cory C. Moss, Mayor

By: _____
Jeff Duhamel, President

Attest:

By: _____
Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

Attachment 1

EXHIBIT B

RATE SCHEDULE

	Hourly Rate
Principal	\$200.00
Senior Consultant	\$175.00
Project Manager	\$165.00
Staff Consultant	\$150.00
Site Inspector	\$135.00
Administration	\$85.00

City shall reimburse Consultant its actual costs for all photocopying and postage, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.