

# CITY OF INDUSTRY

CITY COUNCIL  
REGULAR MEETING  
AGENDA

JULY 11, 2024  
9:00 AM



Mayor Cory C. Moss  
Mayor Pro Tem Michael Greubel  
Council Member Steve Marcucci  
Council Member Mark D. Radecki  
Council Member Newell Ruggles

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

## Addressing the City Council:

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

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

[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 294 017 888 441

Meeting Passcode: X24mii

### Or call in (audio only)

+1 657-204-3264

Phone Conference ID: 623 628 257#

## Americans with Disabilities Act:

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

## Agendas and other writings:

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

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentation
6. **CONSENT CALENDAR**

6.1 Consideration of the Register of Demands for July 11, 2024

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

6.2 Consideration of Resolution No. CC 2024-32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO LOS ANGELES SHERIFF'S ATHLETIC ASSOCIATION IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) FOR THE COMMUNITY PARTNERSHIPS BUREAU'S FIRST ANNUAL GOLF TOURNAMENT, IN MEMORY OF JACK THOMAS WOLAK

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2024-32.*

6.3 Consideration of Resolution No. CC 2024-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING CITY STAFF TO EXECUTE CITY AGREEMENTS AND ANY AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE CITY OF INDUSTRY

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2024-33.*

6.4 Consideration of Resolution No. CC 2024-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT TONNER CANYON, AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND ADOPTING A NOTICE OF COMPLETION FOR THE PROJECT

*RECOMMENDED ACTION:* *Adopt Resolution No. CC 2024-34.*

- 6.5 Consideration of Amendment No. 3 to the Professional Services Agreement with WKE, Inc., for structural engineering services on the Grand Avenue Bridge over San Jose Creek project, extending the term through June 30, 2027, revising the scope of services, revising the rate schedule, increasing compensation by \$50,000.00, and updating the address for WKE

*RECOMMENDED ACTION:*

*Approve the Amendment.*

7. **ACTION ITEMS-NONE**

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION**

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

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

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

Negotiating Parties: Majestic Industry Hills, LLC, a Delaware limited liability company

Under Negotiation: Price and terms of payment

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

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

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

Negotiating Parties: Puente Hills Ford LLC

Under Negotiation: Price and terms of payment

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

Property:	1548 S Azusa Avenue; 8265-004-045
Agency Negotiators:	Joshua Nelson, City Manager James M. Casso, City Attorney
Negotiating Parties:	1600 Azusa SB One LLC, 1552 Azusa LLC, 1552 Azusa Two LLC, 1552 Azusa Three LLC
Under Negotiation:	Price and terms of payment

10. **CITY MANAGER REPORTS**

11. **AB 1234 REPORTS**

12. **CITY COUNCIL COMMUNICATIONS**

13. **PUBLIC COMMENTS**

14. Adjournment. The next regular City Council Meeting is Thursday, July 25, 2024, at 9:00 a.m.



*CITY COUNCIL*

ITEM NO. 6.1

**CITY OF INDUSTRY  
AUTHORIZATION FOR PAYMENT OF BILLS  
CITY COUNCIL MEETING OF JULY 11, 2024**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	4,726,209.69
103	PROP A FUND	22,954.52
107	MEASURE W FUND	38,944.52
120	CAPITAL IMPROVEMENTS	935,666.20
TOTAL ALL FUNDS		5,723,774.93

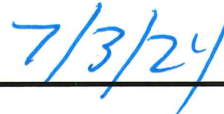
**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOOUNT	2,410,982.66
PROP/A	PROP A - CKING ACCOUNT	22,954.52
M/W	MEASURE W - CKING ACCOUNT	38,944.52
WFBK	WELLS FARGO - CKING ACCOUNT	3,250,893.23
TOTAL ALL BANKS		5,723,774.93

APPROVED PER CITY MANAGER

DATE





**CITY OF INDUSTRY  
BANK OF AMERICA  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITYGEN.CHK - City General</b>				
<b>WT1378</b>	06/26/2024		<b>CAL-PERS</b>	<b>\$60,982.66</b>
	Invoice	Date	Description	Amount
	JUL-24	06/26/2024	CALPERS MEDICAL PREMIUM FOR JULY 2024	\$60,982.66
<b>24594</b>	06/27/2024		<b>CITY OF INDUSTRY</b>	<b>\$2,150,000.00</b>
	Invoice	Date	Description	Amount
	6/27/2024	06/27/2024	TRANSFER FUNDS-CITY REG 6/27/24	\$2,150,000.00
<b>24595</b>	06/26/2024		<b>CITY OF INDUSTRY</b>	<b>\$200,000.00</b>
	Invoice	Date	Description	Amount
	6/26/2024	06/26/2024	ADD'L TRANSFER TO COVER HAND CKS	\$200,000.00

Checks	Status	Count	Transaction Amount
	Total	3	\$2,410,982.66

**CITY OF INDUSTRY  
PROP A  
July 11, 2024**

Check	Date	Payee Name		Check Amount
<b>PROPA.CHK - Prop A Checking</b>				
90596	06/26/2024	WALNUT VALLEY WATER DISTRICT		\$268.18
	Invoice	Date	Description	Amount
	5016482	06/10/2024	5/1-5/31/24 SVC-IRR METROLINK STA-SPANISH LN	\$243.04
	5017438	06/11/2024	5/1-5/31/24 SVC-PLATFORM METROLINK BREA CYN	\$25.14
90597	07/02/2024	SOUTHERN CALIFORNIA EDISON		\$189.24
	Invoice	Date	Description	Amount
	2024-00002150	06/20/2024	5/21-6/19/24 SVC-600 S BREA CYN RD B	\$189.24
90598	07/11/2024	CNC ENGINEERING		\$14,447.50
	Invoice	Date	Description	Amount
	510483	06/27/2024	METROLINK STATION COMMUTER RAIL STATION	\$3,095.00
	510484	06/27/2024	FULLERTON RD GRADE SEPARATION	\$9,665.00
	510485	06/27/2024	FAIRWAY DR GRADE SEPARATION	\$1,687.50
90599	07/11/2024	INDUSTRY SECURITY SERVICES		\$8,049.60
	Invoice	Date	Description	Amount
	1333	06/07/2024	SECURITY SVC-METROLINK	\$2,683.20
	1346	06/14/2024	SECURITY SVC-METROLINK	\$2,683.20
	1362	06/21/2024	SECURITY SVC-METROLINK	\$2,683.20

Checks	Status	Count	Transaction Amount
	Total	4	\$22,954.52

**CITY OF INDUSTRY  
MEASURE W  
July 11, 2024**

Checks	Date		Payee Name	Check Amount
<b>MEASUREW.WF.CHK - Measure W Wells Fargo Checking</b>				
300099	07/11/2024		CASC ENGINEERING AND CONSULTIN	\$3,750.00
	Invoice	Date	Description	Amount
	51340	05/31/2024	NPDES CONSULTING SVC	\$3,750.00
300100	07/11/2024		CITY OF INDUSTRY	\$15,880.47
	Invoice	Date	Description	Amount
	6/27/2024-A	06/27/2024	REIMBURSE GF FOR MEASURE W QUALIFYING EXPEN	\$15,880.47
300101	07/11/2024		CNC ENGINEERING	\$10,202.50
	Invoice	Date	Description	Amount
	510481	06/27/2024	NPDES STORM WATER	\$2,422.50
	510482	06/27/2024	FOUR GRADE SEPARATION PUMP STATIONS	\$7,780.00
300102	07/11/2024		LOS ANGELES COUNTY PUBLIC WOR	\$9,111.55
	Invoice	Date	Description	Amount
	PW-24061007404	06/10/2024	PUMP HOUSE MAINT	\$4,540.99
	PW-24061007422	06/10/2024	PUMP HOUSE MAINT-AZUSA NORTH OF GALE AVE	\$4,570.56

Checks	Status	Count	Transaction Amount
	Total	4	\$38,944.52

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83191	06/25/2024		QUADIENT LEASING USA, INC.	\$1,500.15
	Invoice	Date	Description	Amount
	Q1371825	06/09/2024	MAIL EQUIPMENT RENTAL 7/11/24-10/10/24	\$1,500.15
83192	06/25/2024		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894061024	06/10/2024	BUSINESS INTERNET-JUN 2024	\$938.99
83193	06/25/2024		WELLS FARGO	\$25,285.57
	Invoice	Date	Description	Amount
	5/3-6/3/24-J	06/03/2024	CREDIT CARD EXPENSE P/E 6/3/24-JOSH	\$12,209.40
	5/3-6/3/24-S	06/03/2024	CREDIT CARD EXPENSE P/E 6/3/24-SAM	\$7,810.40
	5/3-6/3/24-V	06/03/2024	CREDIT CARD EXPENSE P/E 6/3/24-VERONICA	\$5,265.77
83194	06/26/2024		FRONTIER	\$406.58
	Invoice	Date	Description	Amount
	2024-00002127	06/10/2024	6/10-7/9/24 SVC-600 BREA CYN RD	\$309.53
	2024-00002149	06/19/2024	6/19-7/18/24 SVC-FOLLOWS CAMP-23400 E FORK AZUS	\$97.05
83195	06/26/2024		INDUSTRY PUBLIC UTILITY COMMISSI	\$14,542.12
	Invoice	Date	Description	Amount
	2024-00002120	06/14/2024	5/1-6/1/24 SVC-600 BREA CYN	\$7,411.27
	2024-00002121	06/14/2024	5/1-6/1/24 SVC-600 S BREA CYN RD CHARGING STN	\$7,130.85
83196	06/26/2024		SAN GABRIEL VALLEY WATER CO.	\$1,762.94
	Invoice	Date	Description	Amount
	2024-00002115	06/11/2024	5/9-6/10/24 SVC-13756 VALLEY BLVD	\$221.43
	2024-00002116	06/11/2024	5/9-6/10/24 SVC-132 PUENTE (IRRIG)	\$540.64
	2024-00002117	06/11/2024	5/9-6/10/24 SVC-123 (IRRIG) WORMAN MILL	\$327.84

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2024-00002122	06/13/2024	5/13-6/12/24 SVC-336 EL ENCANTO	\$48.38
	2024-00002123	06/12/2024	5/10-6/11/24 SVC-14329 VALLEY	\$624.65
<b>83197</b>	06/26/2024		<b>SOCALGAS</b>	<b>\$34.11</b>
	Invoice	Date	Description	Amount
	2024-00002118	06/14/2024	5/13-6/12/24 SVC-610 S BREA CYN	\$19.32
	2024-00002119	06/14/2024	5/13-6/12/24 SVC-1004 U FAIRWAY DR	\$14.79
<b>83198</b>	06/26/2024		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$6,316.05</b>
	Invoice	Date	Description	Amount
	2024-00002106	06/10/2024	5/7-6/9/24 SVC-VARIOUS SITES	\$127.14
	2024-00002107	06/10/2024	5/9-6/9/24 SVC-122 N PUENTE AVE U1	\$142.20
	2024-00002108	06/11/2024	5/10-6/10/24 SVC-504 S 6TH AVE U TC1	\$92.26
	2024-00002109	06/11/2024	5/10-6/10/24 SVC-490 S 7TH U	\$108.65
	2024-00002110	06/10/2024	5/9-6/9/24 SVC-575 BALDWIN PARK BLVD U	\$118.05
	2024-00002111	06/14/2024	5/15-6/13/24 SVC-1341 FULLERTON RD	\$150.37
	2024-00002112	06/14/2024	5/15-6/13/24 SVC-VARIOUS SITES	\$82.16
	2024-00002113	06/14/2024	5/15-6/13/24 SVC-PECK RD S/O PELISIER	\$12.29
	2024-00002124	06/17/2024	5/16-6/16/24 SVC-900 NOGALES U	\$1,823.69
	2024-00002125	06/14/2024	5/15-6/13/24 SVC-17635 GALE AVE	\$3,345.50
	2024-00002126	06/14/2024	5/15-6/13/24 SVC-1023 U FAIRWAY DR	\$230.60
	2024-00002148	06/18/2024	5/15-6/13/24 SVC-VARIOUS SITES	\$83.14
<b>83199</b>	06/26/2024		<b>VERIZON BUSINESS</b>	<b>\$188.72</b>
	Invoice	Date	Description	Amount
	68513852	06/10/2024	5/1-5/31/24 SVC-VARIOUS SITES	\$141.78
	68513851	06/10/2024	5/1-5/31/24 SVC-VARIOUS SITES	\$46.94
<b>83200</b>	06/26/2024		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$3,455.47</b>



**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date	Payee Name	Check Amount
-------	------	------------	--------------

**CITY.WF.CHK - City General Wells Fargo**

Invoice	Date	Description	Amount
5016630	06/10/2024	5/1-5/31/24 SVC-BAKER PKWY METER #1	\$121.52
5016631	06/10/2024	5/1-5/31/24 SVC-BAKER PKWY METER #2	\$187.26
5016637	06/10/2024	5/1-5/31/24 SVC-GRAND AVE CROSSING	\$119.38
5016638	06/10/2024	5/1-5/31/24 SVC-GRAND AVE CROSSING	\$119.38
5016640	06/10/2024	5/1-5/31/24 SVC-22002 VALLEY BLVD	\$399.17
5016698	06/10/2024	5/1-5/31/24 SVC-21627 GRAND CROSSING PKWY #3	\$119.38
5016699	06/10/2024	5/1-5/31/24 SVC-21627 GRAND CROSSING PKWY #4	\$141.53
5016511	06/10/2024	5/1-5/31/24 SVC-IRR 820 FAIRWAY DR	\$75.90
5016562	06/10/2024	5/1-5/31/24 SVC-LEMON AVE N OF CURRIER RD	\$57.96
5016676	06/10/2024	5/1-5/31/24 SVC-60 FWY INTERCHANGE FAIRWAY DR	\$25.14
5016596	06/10/2024	5/1-5/31/24 SVC-BREA CYN RD & OLD RANCH RD	\$62.54
5016612	06/10/2024	5/1-5/31/24 SVC-FERRERO & GRAND EAST RAMP	\$833.89
5016657	06/10/2024	5/1-5/31/24 SVC-21350 VALLEY-MEDIAN	\$144.98
5016658	06/10/2024	5/1-5/31/24 SVC-GRAND CROSSING EAST	\$69.41
5016659	06/10/2024	5/1-5/31/24 SVC-GRAND CROSSING WEST	\$39.64
5016660	06/10/2024	5/1-5/31/24 SVC-BAKER PKWY & GRAND N/W CNR	\$387.34
5016667	06/10/2024	5/1-5/31/24 SVC-E/S GRAND S/O BAKER PKWY	\$103.38
5016673	06/10/2024	5/1-5/31/24 SVC-BREA CYN N OF RR TRKS	\$222.08
5016674	06/10/2024	5/1-5/31/24 SVC-BREA CYN N OF CURRIER	\$36.59
5017684	06/11/2024	5/1-5/31/24 SVC-1004 U FAIRWAY DR GRADE SEP	\$39.64
5017419	06/11/2024	5/1-5/31/24 SVC-PUMP STN N/W CHERYL LN/MAYO	\$39.64
5017439	06/11/2024	5/1-5/31/24 SVC-PUMP STN BREA CYN	\$33.82
5017671	06/11/2024	5/1-5/31/24 SVC-NOGALES PUMP STN	\$75.90

<b>83201</b>	06/27/2024		<b>CITY OF INDUSTRY - PETTY CASH</b>	<b>\$602.37</b>
--------------	------------	--	--------------------------------------	-----------------

Invoice	Date	Description	Amount
6/27/2024	06/27/2024	REIMBURSE PETTY CASH FOR PERIOD 2/1/24-6/27/24	\$602.37

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83202	07/02/2024		FIDELITY SECURITY LIFE INSURANCE	\$1,275.16
	Invoice	Date	Description	Amount
	166363637	07/01/2024	VISION PREMIUM FOR JULY 2024	\$1,275.16
83203	07/02/2024		HUMANA INSURANCE COMPANY	\$6,804.00
	Invoice	Date	Description	Amount
	389690473	06/13/2024	DENTAL PREMIUM FOR JULY 2024	\$6,804.00
83204	07/02/2024		L A COUNTY REGISTRAR-RECORDER	\$75.00
	Invoice	Date	Description	Amount
	6/27/2024	06/27/2024	FILING FEE-NOTICE OF EXEMPTION FOR MP 02 31 8	\$75.00
83205	07/02/2024		MUTUAL OF OMAHA - PAYMENT PROC	\$8,323.41
	Invoice	Date	Description	Amount
	1719846100	06/14/2024	LIFE INS PREMIUM FOR JULY 2024	\$8,323.41
83206	07/02/2024		SPARKLETTS	\$250.87
	Invoice	Date	Description	Amount
	21654939 062824	06/28/2024	WATER DELIVERY	\$250.87
83207	07/02/2024		UNUM LIFE INSURANCE COMPANY OF	\$7,336.40
	Invoice	Date	Description	Amount
	7/1-7/31/24	06/18/2024	LONG TERM CARE PREMIUM FOR JULY 2024	\$7,336.40
83208	07/02/2024		AT & T	\$383.72
	Invoice	Date	Description	Amount
	2024-00002163	06/17/2024	6/17-7/16/24 SVC-TONNER-GUARD SHACK	\$383.72
83209	07/02/2024		FRONTIER	\$322.31

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	2024-00002161	06/16/2024	6/16-7/15/24 SVC-PH AUTO PLAZA	\$223.63
	2024-00002162	06/16/2024	6/16-7/15/24 SVC-BREA CYN PUMP STN	\$98.68
<b>83210</b>	<b>07/02/2024</b>		<b>SOCALGAS</b>	<b>\$86.52</b>
	Invoice	Date	Description	Amount
	2024-00002151	06/20/2024	5/17-6/18/24 SVC-13756 VALLEY BLVD	\$21.82
	2024-00002152	06/21/2024	5/20-6/19/24 SVC-15415 E DON JULIAN RD.	\$64.70
<b>83211</b>	<b>07/02/2024</b>		<b>SOUTHERN CALIFORNIA EDISON</b>	<b>\$23,110.09</b>
	Invoice	Date	Description	Amount
	2024-00002153	06/20/2024	5/21-6/19/24 SVC-1007 LAWSON ST TC1	\$79.41
	2024-00002154	06/20/2024	5/21-6/19/24 SVC-1004 U FAIRWAY DR	\$622.68
	2024-00002155	06/21/2024	5/20-6/18/24 SVC-1015 NOGALES ST	\$1,085.01
	2024-00002156	06/19/2024	5/20-6/18/24 SVC-VARIOUS SITES	\$94.64
	2024-00002157	06/20/2024	5/2-6/19/24 SVC-VARIOUS SITES	\$724.55
	2024-00002158	06/14/2024	5/15-6/13/24 SVC-VARIOUS SITES	\$8,808.16
	2024-00002159	06/14/2024	5/10-6/13/24 SVC-VARIOUS SITES	\$1,804.96
	2024-00002160	06/18/2024	5/15-6/13/24 SVC-VARIOUS SITES	\$9,890.68
<b>83212</b>	<b>07/02/2024</b>		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$82.48</b>
	Invoice	Date	Description	Amount
	180032567800	06/20/2024	5/22-6/20/24 SVC-205 HUDSON	\$82.48
<b>83213</b>	<b>07/11/2024</b>		<b>100% AUTO CARE &amp; DETAILED</b>	<b>\$580.00</b>
	Invoice	Date	Description	Amount
	133	06/03/2024	CAR WASH SVC-CITY VEHICLES	\$330.00
	134	06/17/2024	CAR WASH SVC-CITY VEHICLES	\$250.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83214	07/11/2024		ADVANTEC CONSULTING ENGINEERS	\$9,687.50
	Invoice	Date	Description	Amount
	9803-0230-20	06/21/2024	INTELLIGENT TRANSPORTATION SYSTEM-MAY 2024	\$9,687.50
83215	07/11/2024		AIRESPRING INC	\$1,354.11
	Invoice	Date	Description	Amount
	186009478	06/16/2024	INTERNET SVC-HOMESTEAD	\$1,354.11
83216	07/11/2024		ANTHONY SAUCEDO	\$50.00
	Invoice	Date	Description	Amount
	6/18/2024	06/18/2024	REFUND CITATION # ID152589	\$50.00
83217	07/11/2024		ARCADIS	\$11,002.50
	Invoice	Date	Description	Amount
	10018906	06/20/2024	DESIGN SVC FOR EW BICYCLE PATH	\$11,002.50
83218	07/11/2024		AVANT-GARDE, INC	\$9,903.75
	Invoice	Date	Description	Amount
	10372	06/21/2024	E-W BICYCLE PATH PROJECT	\$9,395.00
	10406	06/18/2024	STIMSON AVE IMPROVEMENT	\$508.75
83219	07/11/2024		B2 PRINT, LLC	\$239.95
	Invoice	Date	Description	Amount
	0012863	06/25/2024	#10 ENVELOPES-COI	\$239.95
83220	07/11/2024		BCN TELECOM, INC.	\$101.73
	Invoice	Date	Description	Amount
	23754721	06/15/2024	PHONE LINE FOR ELEVATOR-CITY HALL	\$101.73

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
83221	07/11/2024			BLAKE AIR CONDITIONING COMPANY	\$1,156.76
	Invoice	Date	Description	Amount	
	66249	06/13/2024	REPLACE MOTOR PULLEY-EL ENCANTO	\$455.43	
	66233	06/11/2024	REPAIR WATER LEAK-CITY HALL	\$701.33	
83222	07/11/2024			CAL-PERS	\$1,612.00
	Invoice	Date	Description	Amount	
	100000017581632	06/24/2024	SURVIVOR BENEFIT FY 23/24-PLAN 1226	\$124.80	
	100000017581976	06/24/2024	SURVIVOR BENEFIT FY 23/24-PLAN 15030	\$374.40	
	100000017582993	06/24/2024	SURVIVOR BENEFIT FY 23/24-PLAN 26791	\$1,112.80	
83223	07/11/2024			CALIFORNIA ASSOCIATION OF PUBLIC	\$95.00
	Invoice	Date	Description	Amount	
	200014013	06/13/2024	SCOPE OF WORK SEMINAR-YVETTE PADILLA	\$95.00	
83224	07/11/2024			CASC ENGINEERING AND CONSULTIN	\$16,174.30
	Invoice	Date	Description	Amount	
	0051363	05/31/2024	IS/MND FOR 20701 CURRIER RD	\$11,724.00	
	0051364	05/31/2024	APN 15940-16012 AMAR RD/15940-16065 KAPLAN AVE	\$1,531.00	
	0051377	05/31/2024	14940 PROCTOR AVE	\$2,194.75	
	0051378	05/31/2024	IS/MND FOR 17969 RAILROAD ST	\$724.55	
83225	07/11/2024			CINTAS CORPORATION LOC 693	\$223.54
	Invoice	Date	Description	Amount	
	4196003062	06/17/2024	DOOR MATS	\$111.77	
	4196725786	06/24/2024	DOOR MATS	\$111.77	
83226	07/11/2024			CITY OF INDUSTRY	\$324.42
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2024-00000063	05/31/2024	IH FUELS PUMP-CITY HALL VEHICLES	\$324.42
<b>83227</b>	07/11/2024		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$185,000.00</b>
	Invoice	Date	Description	Amount
	PR P/E 6/21/24	06/25/2024	REPLENISH PAYROLL P/E 6/21/24	\$185,000.00
<b>83228</b>	07/11/2024		<b>CNC ENGINEERING</b>	<b>\$225,752.50</b>
	Invoice	Date	Description	Amount
	510406	06/27/2024	SOLAR INSTALLATION AT CITY HALL	\$2,067.50
	510407	06/27/2024	FULLERTON RD RECONSTRUCTION	\$1,975.00
	510408	06/27/2024	GALE AVE REALIGNMENT	\$815.00
	510409	06/27/2024	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$1,361.25
	510410	06/27/2024	PRELIMINARY DESIGN OF EW BICYCLE PATH	\$17,970.00
	510412	06/27/2024	GENERAL ENG SVC-TRAFFIC	\$3,457.50
	510413	06/27/2024	GENERAL ENG SVC 6/10-6/23/24	\$10,592.50
	510414	06/27/2024	GENERAL ENG SVC-COUNTER SERVICE	\$3,527.50
	510415	06/27/2024	GENERAL ENG SVC-PERMITS	\$26,167.50
	510416	06/27/2024	GENERAL ENG SVC-PLAN APPROVAL	\$14,708.75
	510417	06/27/2024	GENERAL ENG SVC-TRAFFIC SIGNAL LIGHTS UPGRAD	\$1,025.00
	510418	06/27/2024	GENERAL ENG SVC 6/10-6/23/24	\$92,697.50
	510419	06/27/2024	SEWER MANAGEMENT SYSTEM	\$4,080.00
	510420	06/27/2024	TONNER CYN PROPERTY	\$3,727.50
	510421	06/27/2024	REPLACEMENT OF STEEL WATERLINE-BREA CREEK	\$712.50
	510422	06/27/2024	MISC DRAINAGE IMPROVEMENTS AT TONNER CYN	\$10,807.50
	510423	06/27/2024	PUENTE VALLEY OPERABLE UNIT GROUNDWATER RE	\$337.50
	510424	06/27/2024	CHINO RANCH #1 DAM RENOVATION	\$647.50
	510425	06/27/2024	SALT LAKE AVE IMPROVEMENTS	\$5,107.50
	510426	06/27/2024	NELSON AVE RESURFACING	\$14,075.00
	510427	06/27/2024	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$225.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
510428	06/27/2024	CIVIC CENTER PLANNING AND IMPROVEMENTS	\$427.50
510429	06/27/2024	CITY ADMINISTRATIVE OFFICES	\$1,712.50
510430	06/27/2024	INDUSTRY BUSINESS COUNCIL CHAMBERS	\$632.50
510431	06/27/2024	CITY COUNCIL CHAMBER & IBC BUILDING IMPROVEME	\$735.00
510432	06/27/2024	ELECTRIC VEHICLE CHARGING STATIONS-CITY HALL	\$285.00
510433	06/27/2024	HOMESTEAD MUSEUM IMPROVEMENTS	\$1,010.00
510434	06/27/2024	HOMESTEAD MUSEUM IRRIGATION RETROFIT TO REC	\$1,575.00
510435	06/27/2024	STIMSON AVE CROSSING	\$1,031.25
510436	06/27/2024	CALIFORNIA AVE CROSSING IMPROVEMENTS	\$225.00
510437	06/27/2024	METROLINK-MAINT OF PARKING LOT	\$912.50
510438	06/27/2024	FIRE DAMAGE REPAIR OF EV AND SOLAR ENERGY	\$380.00
510439	06/27/2024	EL ENCANTO IMPROVEMENTS AND MAINT	\$618.75
510440	06/27/2024	SAN JOSE AVE RECONSTRUCTION	\$122.50

83229	07/11/2024	CNC ENGINEERING	\$134,121.25
Invoice	Date	Description	Amount
510441	06/27/2024	INDUSTRY HILLS FUEL TANKS DISPENSING	\$1,750.00
510442	06/27/2024	605 FWY AND VALLEY BLVD INTERCHANGE	\$1,105.00
510443	06/27/2024	HIGHWAY BRIDGE PROGRAM FUNDING	\$1,125.00
510444	06/27/2024	NELSON AVE OVER PUENTE CREEK	\$281.25
510445	06/27/2024	HIGHWAY BRIDGE AZUSA AVE OVER VALLEY BLVD RE	\$337.50
510446	06/27/2024	FISCAL YEAR BUDGET	\$367.50
510447	06/27/2024	BIXBY DR PCC PAVEMENT	\$3,375.00
510448	06/27/2024	VARIOUS ASSIGNMENTS RELATED TO SA	\$622.50
510449	06/27/2024	TURNBULL CYN PROPERTIES	\$217.50
510450	06/27/2024	NELSON AVE INTERSECTION	\$12,440.00
510451	06/27/2024	MAINT OF 1123 HATCHER AVE	\$1,045.00
510452	06/27/2024	MISC IMPROVEMENTS AT 1123 HATCHER AVE	\$2,615.00
510453	06/27/2024	15559-15650 RAUSCH RD (POST OFFICE)	\$72.50



**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date	Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>			
510454	06/27/2024	2024 CITYWIDE SPEED SURVEY	\$225.00
510455	06/27/2024	CARTEGRAPH MGMT	\$39,850.00
510456	06/27/2024	ADD SIDEWALK ON SOUTH SIDE OF TEMPLE AVE	\$6,082.50
510457	06/27/2024	ADA COMPLIANCE ON PUBLIC RIGHT OF WAY	\$450.00
510458	06/27/2024	TURNBULL CYN PROPERTIES	\$490.00
510459	06/27/2024	GALE AVE RESURFACING	\$10,115.00
510460	06/27/2024	ANNUAL PAVEMENT REHABILITATION	\$2,100.00
510461	06/27/2024	2022-2023 ANNUAL PAVEMENT REHABILITATION	\$15,362.50
510462	06/27/2024	2022-2023 ANNUAL SLURRY SEAL	\$1,740.00
510463	06/27/2024	DON JULIAN RD IMPROVEMENTS	\$2,250.00
510464	06/27/2024	INTELLIGENT TRANSPORTATION SYSTEM	\$5,662.50
510465	06/27/2024	CITYWIDE LICENSE PLATE CAMERA READER	\$5,420.00
510466	06/27/2024	PHYLLIS TUCKER MEMORIAL	\$235.00
510467	06/27/2024	REMOTE MONITORING SYSTEM FOR STREET LIGHTS	\$980.00
510468	06/27/2024	RAILROAD STREET PAVEMENT REHABILITATION	\$9,658.75
510469	06/27/2024	MUSEUM-HEALTHCARE CAMPUS DATA UPGRADES	\$245.00
510470	06/27/2024	CITYWIDE SIGNAGE UPDATE	\$851.25
510471	06/27/2024	CALIFORNIA AVE WIDENING	\$2,550.00
510472	06/27/2024	PAVEMENT MANAGEMENT PLAN 2022	\$1,237.50
510473	06/27/2024	SR57/60 CONFLUENCE IMPROVEMENT	\$225.00
510474	06/27/2024	TURNBULL CYN RD GRADE SEPARATION	\$3,037.50
<b>83230</b>	07/11/2024	<b>COSTCO WHOLESALE</b>	<b>\$200.00</b>
Invoice	Date	Description	Amount
6/20/2024	06/20/2024	OVERPAYMENT FOR PERMIT #1-278 FOR LOCATION #	\$200.00
<b>83231</b>	07/11/2024	<b>COUNTY OF LA - DEPT OF AGRICULTU</b>	<b>\$1,542.14</b>
Invoice	Date	Description	Amount
241684	06/12/2024	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$530.22

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	241685	06/12/2024	PEST CONTROL-TONNER CYN (FIRESTONE CAMP)	\$1,011.92
<b>83232</b>	07/11/2024		<b>COUNTY OF LA - DEPT OF AGRICULTU</b>	<b>\$13,493.76</b>
	Invoice	Date	Description	Amount
	241686	06/06/2024	PEST CONTROL-TRES HERMANOS	\$13,493.76
<b>83233</b>	07/11/2024		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$6,502.29</b>
	Invoice	Date	Description	Amount
	6/25/2024	06/25/2024	SHELTER COST-MAY 2024	\$6,502.29
<b>83234</b>	07/11/2024		<b>DOCUSIGN, INC.</b>	<b>\$2,760.00</b>
	Invoice	Date	Description	Amount
	111100340442	06/15/2024	E-SIGNATURE BUSINESS PRO EDITION SVC	\$2,760.00
<b>83235</b>	07/11/2024		<b>ENTERPRISE MAPS LLC</b>	<b>\$4,005.00</b>
	Invoice	Date	Description	Amount
	200	06/12/2024	AMAZON WEB SERVICES	\$2,955.00
	201	06/26/2024	AMAZON WEB SERVICES	\$1,050.00
<b>83236</b>	07/11/2024		<b>ENVIRONMENTAL SYSTEMS RESEAR</b>	<b>\$29,300.00</b>
	Invoice	Date	Description	Amount
	94743016	06/12/2024	ENTERPRISE AGRMT FEE SOFTWARE/MAINT	\$29,300.00
<b>83237</b>	07/11/2024		<b>FUEL PROS, INC.</b>	<b>\$1,293.25</b>
	Invoice	Date	Description	Amount
	74357	06/13/2024	INDUSTRY HILLS FUEL STN MAINT	\$242.25
	74484	06/17/2024	REPAIR FUEL STN-INDUSTRY HILLS	\$801.00
	74507	06/25/2024	INDUSTRY HILLS FUEL STN MAINT	\$250.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83238	07/11/2024		FULLERTON ELECTRIC	\$56,575.00
	Invoice	Date	Description	Amount
	#1CITY-1508	07/01/2024	MISC ELECTRICAL IMPROVEMENTS AT 1123 HATCHEF	\$56,575.00
83239	07/11/2024		IDS GROUP, INC.	\$644.00
	Invoice	Date	Description	Amount
	21X79.00-14	06/19/2024	ENGINEERING DESIGN-METROLINK	\$644.00
83240	07/11/2024		INDUSTRY BUSINESS COUNCIL	\$142,123.16
	Invoice	Date	Description	Amount
	MARCH 2024	06/17/2024	EXPENSE REIMBURSEMENT-MAR 2024	\$142,123.16
83241	07/11/2024		INDUSTRY SECURITY SERVICES	\$65,313.36
	Invoice	Date	Description	Amount
	1335	06/07/2024	SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
	1334	06/07/2024	SECURITY SVC 5/31-6/6/24	\$10,453.20
	1348	06/14/2024	SECURITY SVC-VARIOUS CITY SITES	\$22,203.48
	1347	06/14/2024	SECURITY SVC 6/7-6/13/24	\$10,453.20
83242	07/11/2024		INTERIOR IMAGES, INC.	\$12,160.35
	Invoice	Date	Description	Amount
	3396 REV	05/14/2024	INTERIOR DESIGN-IBC	\$10,660.75
	3395 REV II	05/14/2024	INTERIOR DESIGN-IBC CHAMBERS	\$1,499.60
83243	07/11/2024		ISN GLOBAL ENTERPRISES, INC.	\$2,794.49
	Invoice	Date	Description	Amount
	24-683539	06/20/2024	REMAINING BALANCE-CAMERA IMPROVEMENTS @ TC	\$2,794.49
83244	07/11/2024		JEFF PARRIOTT PHOTOGRAPHIC SER	\$4,069.17

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	COI0624	06/29/2024	PROF SVC-HOMESTEAD	\$4,069.17
<b>83245</b>	07/11/2024		<b>JOE A. GONSALVES &amp; SON</b>	<b>\$10,000.00</b>
	Invoice	Date	Description	Amount
	161697	06/20/2024	LEGISLATIVE SVC-JUN 2024	\$10,000.00
<b>83246</b>	07/11/2024		<b>KLINE'S PLUMBING, INC.</b>	<b>\$1,850.00</b>
	Invoice	Date	Description	Amount
	13535	06/18/2024	REPAIR SINK-TONNER CYN	\$975.00
	13536	06/18/2024	URGENT REPAIR TO DRAIN-EL ENCANTO	\$875.00
<b>83247</b>	07/11/2024		<b>L A COUNTY AUDITOR-CONTROLLER</b>	<b>\$3,505.69</b>
	Invoice	Date	Description	Amount
	FY 24/25	06/27/2024	LAFCO OPERATING COST FY 24/25	\$3,505.69
<b>83248</b>	07/11/2024		<b>L A COUNTY DEPT OF PUBLIC WORKS</b>	<b>\$52,882.22</b>
	Invoice	Date	Description	Amount
	IN240001013	06/13/2024	ACCIDENT-PELLISSIER PL @ WORKMAN MILL RD	\$989.60
	IN240001009	06/13/2024	ACCIDENT-BIXBY DR @ GALE AVE	\$6,267.04
	IN240001008	06/13/2024	ACCIDENT-HAMBLEDON AVE @ VALLEY BLVD	\$3,242.54
	IN240001034	06/13/2024	ACCIDENT-BAKER PKWY @ GRAND AVE	\$452.80
	IN240001033	06/13/2024	ACCIDENT-BUSINESS PKWY @ LEMON AVE	\$17,539.31
	IN240001026	06/13/2024	ACCIDENT-ROOKS RD @ PECK RD	\$455.25
	IN240001022	06/13/2024	ACCIDENT-AZUSA AVE @ TEMPLE AVE	\$23,688.75
	IN240001021	06/13/2024	ACCIDENT-TEMPLE AVE @ VINELAND AVE	\$246.93
<b>83249</b>	07/11/2024		<b>L A COUNTY DEPT OF PUBLIC WORKS</b>	<b>\$69,315.16</b>
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	IN240001048	06/27/2024	BLDG & SAFETY-ONE STOP SHOP FOR APR 2024	\$69,315.16
<b>83250</b>	07/11/2024		<b>L A COUNTY SHERIFF'S DEPARTMENT</b>	<b>\$1,089,188.97</b>
	Invoice	Date	Description	Amount
	243337EC	06/14/2024	SHERIFF CONTRACT-MAY 2024	\$1,089,188.97
<b>83251</b>	07/11/2024		<b>LA PUENTE VALLEY COUNTY WATER</b>	<b>\$289.33</b>
	Invoice	Date	Description	Amount
	BS;06/24	06/18/2024	WATER MONITORING-BOY SCOUTS RESERVE	\$289.33
<b>83252</b>	07/11/2024		<b>LEAGUE OF CALIFORNIA CITIES</b>	<b>\$1,155.00</b>
	Invoice	Date	Description	Amount
	4260	06/12/2024	MEMBERSHIP DUES FY 24/25	\$1,155.00
<b>83253</b>	07/11/2024		<b>LOS ANGELES COUNTY PUBLIC WORKS</b>	<b>\$127,183.67</b>
	Invoice	Date	Description	Amount
	PW-24061007689	06/10/2024	TRAFFIC SIGNAL MAINT	\$17,394.04
	PW-24061007691	06/10/2024	TRAFFIC SIGNAL MAINT	\$1,342.13
	PW-24061007690	06/10/2024	TRAFFIC SIGNAL MAINT	\$2,953.98
	PW-24061007396	06/10/2024	CONCRETE REPAIRS	\$13,950.71
	PW-24061007399	06/10/2024	STREET MAINT/INSPECTION	\$2,294.07
	PW-24061007395	06/10/2024	STORM DAMAGE RESPONSE	\$676.73
	PW-24061007398	06/10/2024	PAVEMENT PATCHING	\$79,691.02
	PW-24061007397	06/10/2024	INSPECTION OF SIDEWALK	\$675.33
	PW-24061007418	06/10/2024	PAVEMENT PATCHING	\$5,340.43
	PW-24061007394	06/10/2024	TRAFFIC SIGNING REPAIRS	\$62.72
	PW-24061007363	06/10/2024	FLOOD CONTROL PLAN REVIEW-NELSON/SUNSET	\$256.94
	PW-24061007426	06/10/2024	INSTALL STRIPING	\$2,228.11
	PW-24061007409	06/10/2024	PLAN CHECK FEE-FULLERTON RD @ SAN JOSE CREE	\$317.46

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83254	07/11/2024		LOS ANGELES ENGINEERING, INC.	\$264,800.00
	Invoice	Date	Description	Amount
	#1CITY-1522	07/01/2024	MISC DRAINAGE IMPROVEMENTS AT TONNER CYN	\$264,800.00
83255	07/11/2024		MMASC	\$100.00
	Invoice	Date	Description	Amount
	10046	06/13/2024	2024 SUMMER SESSION SEMINAR-YVETTE PADILLA	\$100.00
83256	07/11/2024		MORTISE & TENON BUILDING CORP	\$2,214.74
	Invoice	Date	Description	Amount
	156250244	06/11/2024	MAINT SVC-BUS STOPS	\$900.00
	156250238	06/07/2024	MAINT SVC-BUS STOPS	\$1,314.74
83257	07/11/2024		MR PLANT & INTERIOR BOTANICAL DI	\$850.00
	Invoice	Date	Description	Amount
	JULY 22101	07/01/2024	PLANT MAINT-JULY 2024	\$850.00
83258	07/11/2024		MX GRAPHICS, INC.	\$412.27
	Invoice	Date	Description	Amount
	31453	06/13/2024	BLUEPRINT SVC-MP 06 18 11	\$182.32
	31394	06/05/2024	BLUEPRINT SVC-JN 6201	\$229.95
83259	07/11/2024		NEXTIVA, INC.	\$2,101.31
	Invoice	Date	Description	Amount
	40003185863	06/24/2024	PHONE SVC FOR YAL	\$275.91
	40003212239	06/27/2024	CITY HALL PHONE SVC	\$1,825.40
83260	07/11/2024		NINYO & MOORE GEOTECHNICAL COI	\$3,342.50

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	288743	06/20/2024	MATERIAL TESTING-FULLERTON RD RECONSTRUCTIO	\$3,342.50
<b>83261</b>	07/11/2024		<b>ODP BUSINESS SOLUTIONS, LLC</b>	<b>\$1,861.52</b>
	Invoice	Date	Description	Amount
	371908793001	06/12/2024	OFFICE SUPPLIES	\$1,671.92
	371918080001	06/13/2024	OFFICE SUPPLIES	\$8.62
	371918081001	06/12/2024	OFFICE SUPPLIES	\$22.58
	371918082001	06/12/2024	OFFICE SUPPLIES	\$102.76
	371918088001	06/12/2024	OFFICE SUPPLIES	\$19.32
	371918095001	06/12/2024	OFFICE SUPPLIES	\$15.53
	371918096001	06/11/2024	OFFICE SUPPLIES	\$20.79
<b>83262</b>	07/11/2024		<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description	Amount
	501-A	06/26/2024	JANITORIAL SVC-CITY HALL	\$5,500.00
	502-A	06/26/2024	JANITORIAL SVC-IBC	\$1,467.00
	503-A	06/26/2024	JANITORIAL SVC-YAL	\$1,815.00
<b>83263</b>	07/11/2024		<b>ON TRACK SOLUTIONS LLC</b>	<b>\$6,200.00</b>
	Invoice	Date	Description	Amount
	1207	06/21/2024	ON-CALL RAILROAD COORDINATION	\$6,200.00
<b>83264</b>	07/11/2024		<b>ONLINE SOLUTIONS, LLC</b>	<b>\$16,800.00</b>
	Invoice	Date	Description	Amount
	5534	05/23/2024	ANNUAL SUBSCRIPTION (7) USERS 9/1/24-8/31/25	\$16,800.00
<b>83265</b>	07/11/2024		<b>OPENGOV, INC.</b>	<b>\$49,214.00</b>
	Invoice	Date	Description	Amount



**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	INV13659	05/17/2024	ONLINE PERMITTING & LICENSING SVCS	\$49,214.00
<b>83266</b>	07/11/2024		<b>PATHAK, YAMINI</b>	<b>\$3,296.18</b>
	Invoice	Date	Description	Amount
	6/7/2024	06/07/2024	REIMBURSE FOR TRAVEL EXPENSE-GFOA CONFEREN	\$3,296.18
<b>83267</b>	07/11/2024		<b>SAN GABRIEL VALLEY COUNCIL OF G</b>	<b>\$25,611.58</b>
	Invoice	Date	Description	Amount
	2512	06/13/2024	ANNUAL DUES FY 24/25	\$25,611.58
<b>83268</b>	07/11/2024		<b>SAN GABRIEL VALLEY REGIONAL HOI</b>	<b>\$8,228.79</b>
	Invoice	Date	Description	Amount
	FY25-RHT-24	06/13/2024	MEMBERSHIP DUES FY 24/25	\$8,228.79
<b>83269</b>	07/11/2024		<b>SEQUEL CONTRACTORS, INC</b>	<b>\$401,021.15</b>
	Invoice	Date	Description	Amount
	#2CITY-1500	07/01/2024	GALE AVE RESURFACING FROM FIELDGATE AVE TO A	\$422,127.54
<b>83270</b>	07/11/2024		<b>SO CAL INDUSTRIES</b>	<b>\$195.89</b>
	Invoice	Date	Description	Amount
	695640	06/19/2024	WC ACCESS RENTAL-TONNER CYN/57 FWY	\$195.89
<b>83271</b>	07/11/2024		<b>SOUTH COAST A.Q.M.D.</b>	<b>\$7,404.41</b>
	Invoice	Date	Description	Amount
	4370610	06/04/2024	LANDFILL GAS COLLECTIONS-IND HILLS	\$6,590.84
	4371004	06/04/2024	LIQUID FUEL DISPENSING SYSTEM-16200 TEMPLE AVE	\$319.84
	4374341	06/04/2024	FLAT FEE EMISSION FY 24/25-16200 TEMPLE AVE (FUE	\$165.96
	4372309	06/04/2024	FLAT FEE EMISSION FY 24/25-IND HILLS	\$165.96
	4350008	04/16/2024	HOT SPOTS PROGRAM FOR GENERATORS-CITY HALL	\$161.81

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83272	07/11/2024		SOUTHERN CALIFORNIA ASSOCIATIO	\$156.00
	Invoice	Date	Description	Amount
	SCAG FY25 0085	07/01/2024	DUES FOR 2024/2025	\$156.00
83273	07/11/2024		SPECIAL T WATER SYSTEMS, INC.	\$958.31
	Invoice	Date	Description	Amount
	233831	06/19/2024	SALT DELIVERY-EL ENCANTO	\$958.31
83274	07/11/2024		STAPLES BUSINESS ADVANTAGE	\$646.89
	Invoice	Date	Description	Amount
	7001011823	06/15/2024	OFFICE SUPPLIES	\$646.89
83275	07/11/2024		STILLWATER SCIENCES	\$8,133.25
	Invoice	Date	Description	Amount
	9180028	06/21/2024	FOLLOW'S CAMP PROJECT	\$8,133.25
83276	07/11/2024		THOMSON REUTERS WEST - PAYMEN	\$341.64
	Invoice	Date	Description	Amount
	850364534	06/18/2024	WEST'S ANNO CALIF CODE BOOKS	\$341.64
83277	07/11/2024		TOWN SQUARE PUBLICATIONS LLC	\$1,590.00
	Invoice	Date	Description	Amount
	286985	04/29/2024	AD FOR SGV CHAMBER OF COMMERCE	\$1,590.00
83278	07/11/2024		TYLER TECHNOLOGIES, INC.	\$525.00
	Invoice	Date	Description	Amount
	045-472037	06/12/2024	SERVICE AGRMT-CITY'S ERP	\$525.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
July 11, 2024**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
83279	07/11/2024		UNION PACIFIC RAILROAD COMPANY	\$104.48
	Invoice	Date	Description	Amount
	90135798	06/11/2024	PLAN REVIEW-BRIDGE PAINTING PROJ	\$104.48
83280	07/11/2024		UNITED PARCEL SERVICES, INC	\$449.98
	Invoice	Date	Description	Amount
	0000V435E4254	06/22/2024	MESSENGER SVC	\$71.22
	0000V435E4264	06/29/2024	MESSENGER SVC	\$378.76
83281	07/11/2024		VALLEY VISTA SERVICES, INC	\$990.09
	Invoice	Date	Description	Amount
	972585	05/14/2024	DISP SVC-17405 GALE AVE	\$990.09
83282	07/11/2024		WEST COAST ARBORISTS, INC.	\$35,952.90
	Invoice	Date	Description	Amount
	215396	05/31/2024	TREE MAINT FY 23/24	\$20,238.90
	215739	06/15/2024	TREE MAINT FY 23/24	\$15,714.00

Checks	Status	Count	Transaction Amount
	Total	92	\$3,250,893.23

*CITY COUNCIL*

ITEM NO. 6.2



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Sam Pedroza, Assistant City Manager  
**DATE:** July 11, 2024  
**SUBJECT:** Consideration of Resolution No. CC 2024-32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO LOS ANGELES SHERIFF'S ATHLETIC ASSOCIATION IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) FOR THE COMMUNITY PARTNERSHIPS BUREAU'S FIRST ANNUAL GOLF TOURNAMENT, IN MEMORY OF JACK THOMAS WOLAK

---

### BACKGROUND

The Los Angeles Sheriff's Athletic Association ("LASAA") is a membership-based 501(c)(3) organization that consists of employees of the Los Angeles County Sheriff's Department ("LASD") or employees of other law enforcement agencies as the Board of Directors approves. LASAA organizes and sponsors a wide variety of athletic events geared towards the law enforcement community and supports other LASD divisions and bureaus.

### DISCUSSION

The Community Partnerships Bureau ("CPB") is a division of the LASD that provides a holistic approach to proactively reducing violent crime and enhancing the quality of life for residents throughout Los Angeles County. CPB announced its first annual Golf Tournament to be held on Monday, August 19, 2024, in memory of Jack Thomas Wolak, son of Chief Wolak who oversees the Countywide Services Division of the LASD. The City's donation of \$1,200 to LASAA will sponsor the Golf Tournament and a portion of the proceeds from the event will be donated to Suicide Prevention. Due to the deadline to register for the event, this will be a retroactive donation.

### FISCAL IMPACT

In the Fiscal Year 2024/2025 budget, \$371,000.00 was approved for Donations. No appropriations are required at this time (Account No. 100-621-5602).

### RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2024-32, approving a retroactive donation of \$1,200.00 to Los Angeles Sheriff's Athletic Association.

---

### Attachments

A. Resolution No. CC 2024-32

**RESOLUTION NO. CC 2024-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO LOS ANGELES SHERIFF'S ATHLETIC ASSOCIATION, IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00), FOR THE COMMUNITY PARTNERSHIPS BUREAU'S FIRST ANNUAL GOLF TOURNAMENT, IN MEMORY OF JACK THOMAS WOLAK**

**RECITALS**

**WHEREAS**, the Los Angeles Sheriff's Athletic Association ("LASAA") is a membership-based 501(c)(3) organization that consists of employees of the Los Angeles County Sheriff's Department ("LASD") or employees of other law enforcement agencies as the Board of Directors approves; and

**WHEREAS**, LASAA organizes and sponsors a wide variety of athletic events geared towards the law enforcement community and supports other LASD divisions and bureaus; and

**WHEREAS**, The Community Partnerships Bureau ("CPB") is a division of the LASD that provides a holistic approach to proactively reducing violent crime and enhancing the quality of life for residents throughout Los Angeles County; and

**WHEREAS**, CPB announced its first annual Golf Tournament to be held Monday, August 19, 2024, in memory of Jack Thomas Wolak, son of Chief Wolak, who oversees the Countywide Services Division of the LASD; and

**WHEREAS**, the City's donation of \$1,200.00 will sponsor the Golf Tournament and a portion of the proceeds from the event will be donated to Suicide Prevention; and

**WHEREAS**, this will be a retroactive donation due to the deadline to register for the event.

**WHEREAS**, the City's donation serves a public purpose by contributing to an organization that supports the law enforcement community, and sponsoring an event where proceeds will be donated towards suicide prevention; 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 by contributing to an organization that supports the law enforcement community, and sponsoring an event where proceeds will be donated towards suicide prevention.

**SECTION 3:** The City Council hereby approves the donation of One Thousand Two Hundred Dollars (\$1,200.00) to the Los Angeles Sheriff's Athletic Association.

**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 regular meeting held on July 11, 2024, by the following vote:

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

---

Cory C. Moss, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, City Clerk



*CITY COUNCIL*

ITEM NO. 6.3



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Mathew Hudson, Engineering Manager; Upendra Joshi, Sr. Project Manager, CNC Engineering  
**DATE:** July 11, 2024  
**SUBJECT:** Consideration of Resolution No. CC 2024-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING CITY STAFF TO EXECUTE CITY AGREEMENTS AND ANY AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE CITY OF INDUSTRY

---

### BACKGROUND

The City has been working with Caltrans on several projects that are within the City's jurisdiction. For each projects City needs to enter agreements with Caltrans to define the scope of the work.

### DISCUSSION

The City receives several Federal and/or State funding for certain Transportation Projects, through Caltrans and to secure these funds, the City needs to sign agreements with Caltrans, like Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements. In order to sign these agreements, Caltrans requires the City Council to approve a resolution that authorizes City staff to execute the agreements on behalf of the City. All agreements with Caltrans will still be presented to the City Council for approval, however, this resolution is intended to provide Caltrans with those who are authorized to sign the agreements.

### RECOMMENDATION

Staff recommends that the City Council adopt Resolution CC 2024-33.

---

### Attachments

A. Resolution No. CC 2024-33

**RESOLUTION NO. CC 2024-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING CITY STAFF TO EXECUTE CITY AGREEMENTS AND ANY AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE CITY OF INDUSTRY**

**RECITALS**

**WHEREAS**, the City is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

**WHEREAS**, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any agreements required by Caltrans need to be executed with the California Department of Transportation before such funds could be claimed; and

**WHEREAS**, the City desires to authorize the following individuals to execute these Agreements and any Amendments thereto: Mayor, City Manager, Assistant City Manager, Engineering Manager, upon approval of the agreements by the City.

**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 Council hereby authorizes the following City Staff (Mayor/City Manager/Assistant City Manager/Engineering Manager) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, any Amendments and any agreements required by Caltrans thereto with California Department of Transportation.

**SECTION 3.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 4.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on July 11, 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

---

Cory C. Moss, Mayor

**ATTEST:**

---

Julie Gutierrez-Robles, City Clerk

*CITY COUNCIL*

ITEM NO. 6.4



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering  
**DATE:** July 11, 2024  
**SUBJECT:** Consideration of Resolution No. CC 2024-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT TONNER CANYON, AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND ADOPTING A NOTICE OF COMPLETION FOR THE PROJECT

---

### BACKGROUND

The City retains title to approximately 3,126 acres of land commonly known as "Tonner Canyon", at 15550 Tonner Canyon Road, Brea, California ("Property"). The Property is situated in a portion of unincorporated Los Angeles County, adjacent to the cities of Chino Hills and Diamond Bar, and unincorporated Orange County to the south. The Property is currently served by a single, narrow, paved access road. The road provides access for and to the Boy Scouts' campsites, the Los Angeles County Sheriff's department training facilities, and City owned water tanks. Running along and crossing the road at multiple locations is Brea Creek. At these crossings, there are culverts, that range in size from a single 24" diameter pipe to two-60" diameter pipes. Many of these culverts were installed back in the 1950s or before.

During a rain event in early December 2023, one of the culvert locations failed, causing the roadway to collapse and become impassable. The culvert consisted of two-60" Corrugated Metal Pipes ("CMP"). The collapse was caused by the deterioration of the flowline of one of the CMPs, and the road was not able to support the weight of traffic. Subsequent storms further washed away the roadway and in addition, caused an existing waterline that crossed over the culvert to break.

The emergency work is necessary because the roadway is the only paved access as noted above. Access to the City water tanks is necessary as those tanks provide water supply to the whole Tonner Property, including fire hydrants located along Tonner Canyon Road. These tanks need to be inspected frequently and must also be accessible for maintenance. A stable water supply is necessary not only for providing water for uses such as Boy Scout campsite and the Sheriff's training, but also for potential fire suppression and we enter the fire season. Because the deterioration of the culvert pipes was not visible from the roadway, it was not discovered until it had partially collapsed during a storm event and the flow of water in Brea Creek from that storm event continued to erode at the roadway.

Due to the number of storm events during this past rainy season, the condition made it challenging to perform the work in a safe manner. In addition, since the entire culvert needed to be replaced, an engineered plan needed to be prepared to ensure the new culvert would be stable for as long as the

one that collapsed, if not longer. Finally, the City requested quotes from multiple contracts which required time.

The work consists of the items noted below:

Removal of the existing culvert pipes, including upstream PCC headwall;  
Excavate and install two new 60" diameter High Density Polyethylene Pipe (HDPE);  
Construct new PCC upstream headway;  
Backfill and compact around new culvert pipe;  
Construction slurry backfill around existing waterline; and  
Regrade roadway and construct 6" thick AC pavement.

On April 25, 2024, the City Council adopted Resolution No. CC 2024-14, making the findings needed pursuant to the California Public Contract Code Section 22050 to allow the City Manager to immediately retain the services necessary to complete the work. Additionally, a notice of exemption was adopted for the project.

On June 13, 2024, the City Council adopted Resolution No. CC 2024-28, confirming the continued existence of an emergency at Tonner Canyon. The project updates included the pre-construction meeting that was held on May 29 and that the emergency work began on June 3.

On June 27, 2024, the City Council adopted Resolution No. CC 2024-31, confirming the continued existence of an emergency at Tonner Canyon. The project updates included most of the work being completed to date. Additionally, the final cost of the contract was ratified in the amount of \$264,800.00.

## DISCUSSION

Pursuant to California Public Contracts Code Section 22050, the City Council will be provided project updates at every regularly scheduled Council meeting until the project is completed. The emergency work is complete. The completed work included:

- Removed the existing culvert pipes, including upstream PCC headwall
- Excavated and installed two new 60" diameter HDPE Pipes
- Constructed the new PCC upstream headway
- Backfilled and compacted around the new culvert pipe
- Installed construction slurry backfill around the existing waterline
- Regraded the roadway and constructed 6" thick AC pavement

## FISCAL IMPACT

The cost of the Tonner Canyon Culvert Emergency Repair project is \$264,800.00, (Account No. 120-714-5205, MP 00-20 #22). This work was necessary to repair the damage sustained during the early February winter storms, which was a declared state and federal disaster event. Staff will seek reimbursement for this work through FEMA's Public Assistance program.

## RECOMMENDATION

- A. Staff recommends that the City Council adopt Resolution CC 2024-34; and
- B. Accept the work performed by LA Engineering, Inc. in the amount of \$264,800.00; and
- C. Authorize the Mayor or her designee to execute the Notice of Completion; and

D. Authorize the City Clerk to file a Notice of Completion for the project.

---

**Attachments**

A. Resolution No. CC 2024-34

B. Notice of Completion, dated July 11, 2024



**RESOLUTION NO. CC 2024-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION AT TONNER CANYON, AND DECLARING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE CERTAIN WORK TO BE PERFORMED WITHOUT COMPETITIVE BIDDING PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND SECTION 3.52.110 OF THE CITY'S MUNICIPAL CODE, AND ADOPTING A NOTICE OF COMPLETION FOR THE PROJECT**

**RECITALS**

**WHEREAS**, the City retains title to approximately 3,126 acres of land commonly known as Tonner Canyon, at 15550 Tonner Canyon Road, Brea, California ("Property"). The Property is situated in a portion of unincorporated Los Angeles County (adjacent to the cities of Chino Hills and Diamond Bar), and unincorporated Orange County to the south; and

**WHEREAS**, the Property is currently served by a single, narrow, paved access road. The road provides access for and to the Boy Scouts' campsites, the Los Angeles County Sheriff's department training facilities, and City owned water tanks. Running along and crossing the road at multiple locations is Brea Creek. At these crossings, there are culverts, that range in size from a single 24" diameter pipe to two-60" diameter pipes. Many of these culverts were installed back in the 1950s or before; and

**WHEREAS**, during a rain event in early December 2023, one of the culvert locations failed, causing the roadway to collapse and become impassable. The culvert consisted of two-60" Corrugated Metal Pipes ("CMP"). The collapse was caused by the deterioration of the flowline of one of the CMPs, and the road was not able to support the weight of traffic. Subsequent storms further washed away the roadway and in addition, caused an existing waterline that crossed over the culvert to break; and

**WHEREAS**, the emergency work is necessary because the roadway is the only paved access as noted above. Access to the City water tanks is necessary as those tanks provide the water supply to the whole Tonner Property, including fire hydrants located along Tonner Canyon Road. These tanks need to be inspected frequently and must also be accessible for maintenance. A stable water supply is necessary not only for providing water for uses such as Boy Scout campsite and the Sheriff's training, but also for potential fire suppression and we enter the fire season. Because the deterioration of the culver pipes was not visible from the roadway, it was not discovered until it had partially collapsed during a storm event and the flow of water in Brea Creek from that storm event continued to erode at the roadway; and

**WHEREAS**, the City has adopted the Uniform Public Construction Cost Accounting Act ("Act"), and under the provisions of the Act (California Public Contract Code Section 22035(b)), and Section 3.52.110 of the City's Municipal Code, in the event

of an emergency, upon a four-fifths vote by the City Council, the City may procure any necessary equipment, services and supplies for the emergency without engaging in the competitive bidding process; and

**WHEREAS**, in February 2024, Governor Newsom proclaimed a state of emergency for eight counties in Southern California, including Orange and Los Angeles counties as a result of the series of winter storms that yielded damaging rains in the region; and

**WHEREAS**, the emergency will not permit a delay resulting from a competitive solicitation for bids, and immediate action is necessary to respond to the emergency.

**WHEREAS**, there is a need for continued emergency action at the Property to ensure safe access to the City water tanks through the repair of the damaged culvert pipes and roadway.

**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 emergency work is necessary because the roadway is the only paved access to the Property. Access to the City water tanks is necessary as those tanks provide water supply to the whole Property, including fire hydrants located along Tonner Canyon Road. These tanks need to be inspected frequently and must also be accessible for maintenance. A stable water supply is necessary not only for providing water for uses such as Boy Scout campsite and the Sheriff's training, but also for potential fire suppression and we enter the fire season. Because the deterioration of the culver pipes was not visible from the roadway, it was not discovered until it had partially collapsed during a storm event and the flow of water in Brea Creek from that storm event continued to erode at the roadway. Further, due to the number of storm events during this past rainy season, the condition made it challenging to perform the work in a safe manner. In addition, since the entire culvert needed to be replaced, an engineered plan needed to be prepared to ensure the new culvert would be stable for as long as the one that collapsed, if not longer.

**SECTION 3.** Based on the foregoing, pursuant to California Public Contract Code Section and 22050 and Section 3.52.110 of the City's Municipal Code, the City Council hereby finds that an emergency situation exists, also existed on May 23, 2024, June 13, 2024, and June 27, 2024, and declares that the public interest and necessity demand the immediate expenditure of public money for such repair work to safeguard life, health, and property without complying with the competitive bidding requirements of the California Public Contract Code. The emergency will not permit a delay resulting from a competitive solicitation for bids, and the action is necessary to respond to the emergency. The City Council hereby waives competitive bidding under Public Contract Code 22050, and Section 3.52.110 of the City's Municipal Code.

**SECTION 4.** The City Council hereby confirms the agreement between the City and LA Engineering Inc to perform the required emergency services, and authorizes the City Manager to execute all necessary contracts and documents with a qualified contractor(s) or vendor(s) in addition to the aforementioned agreement, for the Tonner Canyon emergency repair project.

**SECTION 5.** The City Council shall review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

**SECTION 6.** As of June 24, 2024, Staff has determined that all work for the emergency drainage improvements at Tonner Canyon has been completed. The City Council hereby accepts the work performed by LA Engineering, Inc., terminates the emergency effective July 11, 2024, and authorizes the Mayor or her designee to execute the Notice of Completion for the Project.

**SECTION 7.** 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 8.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a regular meeting held on July 11, 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk



# CITY OF INDUSTRY

- Civic-Recreational-Industrial Authority
- Industry Public Utilities Commission
- Successor Agency to the Industry Urban-Development Agency  
15625 Mayor Dave Way, City of Industry, CA 91744

## Notification of Construction Completion

### Miscellaneous Drainage

**Project: Improvements at Tonner Canyon**

**Date: July 11, 2024**

**Contract**


**Contract No.: CITY-1522**


### Contractor: LA Engineering


As a result of an inspection conducted on 06/19/2024 the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

Acceptance of completed construction work shall not relieve the contractor from other requirements of the contract documents.

Accepted by Contractor	<b>Jeff Bird</b> Printed Name	 Signature		06/28/2024 Date
---------------------------	----------------------------------	-------------------------------------------------------------------------------------------------	--	--------------------

Recommended by Project Engineer	<b>James Cramsie</b> Printed Name	 Signature	Project Engineer Title	06/28/2024 Date
------------------------------------	--------------------------------------	--------------------------------------------------------------------------------------------------	---------------------------	--------------------

Recommended by Project Inspector	<b>Ashcon Malganji</b> Printed Name	 Signature	Project Inspector Title	06/28/2024 Date
-------------------------------------	----------------------------------------	--------------------------------------------------------------------------------------------------	----------------------------	--------------------

Recommended by Project Manager	<b>Chris Lum</b> Printed Name	 Signature	Sr. Construction Manager Title	06/28/2024 Date
-----------------------------------	----------------------------------	--------------------------------------------------------------------------------------------------	-----------------------------------	--------------------

Recommend by Public Agency	<b>Mathew Hudson</b> Printed Name	Signature	Engineering Manager Title	Date
-------------------------------	--------------------------------------	-----------	------------------------------	------

Approved by Public Agency	<b>Joshua Nelson</b> Printed Name	Signature	City Manager Title	Date
------------------------------	--------------------------------------	-----------	-----------------------	------

*CITY COUNCIL*

ITEM NO. 6.5



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council  
**FROM:** Joshua Nelson, City Manager  
**STAFF:** Mathew Hudson, Engineering Manager; James Cramsie, Director of Engineering, CNC Engineering  
**DATE:** July 11, 2024  
**SUBJECT:** Consideration of Amendment No. 3 to the Professional Services Agreement with WKE, Inc., for structural engineering services on the Grand Avenue Bridge over San Jose Creek project, extending the term through June 30, 2027, revising the scope of services, revising the rate schedule, increasing compensation by \$50,000.00, and updating the address for WKE

---

### BACKGROUND

On August 23, 2018, the City Council approved a Professional Service Agreement ("Agreement") with WKE, Inc. ("WKE") in the amount of \$175,000.00 for the Grand Avenue Bridge over San Jose Creek. The scope of work entails widening of the Grand Avenue bridge over the San Jose Creek by approximately 18 feet. The existing bridge will be evaluated for seismic performance and be retrofitted, as required. The widening of the bridge and the approach roadway is required for operational improvements on Grand Avenue and to meet future traffic demands.

On August 26, 2021, the City Council approved Amendment No. 1 to the Agreement extending the term through August 26, 2022 as the design was ongoing. Additionally, the rate schedule was updated to reflect WKE's current rates, language was added requiring indemnity specific to independent contractors, and the addresses for the City, City Attorney's office, and WKE were also updated.

On October 27, 2022, the City Council approved Amendment No. 2 to the Agreement extending the term through June 30, 2024 along as an increase in compensation by \$10,000.00 as the design remained ongoing. It was also necessary to revise the rate schedule to reflect WKE's updated rates.

### DISCUSSION

The Agreement expired on June 30, 2024, and it is necessary to extend the Agreement through June 30, 2027, to allow WKE to complete the design of the bridge project. There is additional work to be added to the scope of services that includes coordination of plan reviews and comments with the U.S. Army Corps of Engineers. WKE will also provide construction support when the project is awarded. Additionally, it is necessary to update the rate schedule to reflect WKE's current rates along with a companion increase in compensation by \$50,000.00 and update the address for WKE.

### FISCAL IMPACT

The fiscal impact associated with Amendment No. 3 is \$50,000.00. In the adopted FY 2024-2025 Capital Improvement Project budget, \$100,000.00 is approved for this work and no appropriations are required (Account No. 120-705-5130) (MP 99-31 #54).

## RECOMMENDATION

Staff recommends the City Council approve Amendment No. 3 to the Agreement with WKE, Inc.

---

### Attachments

A. Amendment No. 3 to the Professional Services Agreement with WKE, Inc., dated July 11, 2024



**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT WITH WKE, INC.**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 11<sup>th</sup> day of July 2024, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and WKE, Inc., a California Corporation and wholly owned subsidiary of HDR Engineering, Inc., (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on or about August 23, 2018, the Agreement was entered into and executed between the City and Consultant to provide general engineering design services for the Grand Avenue Bridge Widening over San Jose Creek Project; and

**WHEREAS**, on or about August 26, 2021, Amendment No. 1 was approved to extend the Agreement through August 26, 2022, to allow Consultant to continue providing engineering design services and to amend the rate schedule in its entirety to reflect Consultant’s current rates. Additionally, it was necessary to comply with best practices and revise the indemnity provisions specific to independent contractors, as well as update the addresses for the City Attorney, the City, and the Consultant; and

**WHEREAS**, on or about October 27, 2022, to allow Consultant to continue providing the services, Amendment No. 2 was approved, extending the Agreement through June 30, 2024, with a companion increase in compensation of \$10,000.00, and amending the rate schedule in its entirety to reflect Consultant’s current rates; and

**WHEREAS**, the Agreement expired on June 30, 2024, and an extension is needed through June 30, 2027, to allow Consultant to complete the engineering design services for the project. Additional work is also required that includes coordination of plan reviews by the U.S. Army Corps of Engineers. The rate schedule also needs to be amended in its entirety to reflect Consultant’s current rates along with a companion increase in compensation of \$50,000.00. It is also necessary to update the address for Consultant; and

**WHEREAS**, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 3, as set forth below.

**AMENDMENT**

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

**1. TERM**

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.



**4. PAYMENT**

The second sentence of Section 4 (a) is amended as follows:

This amount shall not exceed Two Hundred Thirty Five Thousand Dollars (\$235,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

**15. NOTICES**

Section 15 is hereby revised to include the address for the Agency as follows:

To Consultant:  
WKE, Inc.  
3220 El Camino Real, Suite 200  
Irvine, CA 92602  
Attn: Daniel Weddell

**Exhibit A, Scope of Services**

The Scope of Services is hereby revised to include the services set forth in Attachment No. 1 attached hereto, and incorporated herein by reference.

**Exhibit B, Rate Schedule**

The Rate Schedule is hereby rescinded in its entirety and replaced with the rates set forth in Attachment No. 2 attached hereto, and incorporated herein by reference.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

**“CITY”**

City of Industry

By: \_\_\_\_\_  
Joshua Nelson, City Manager

**“CONSULTANT”**

WKE, Inc.

By: \_\_\_\_\_  
Daniel Weddell, Vice President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

## **ATTACHMENT 1**

### **EXHIBIT A**

#### **Scope of Services**

Consultant shall provide the following additional services:

- Complete plans and specifications based on the current Caltrans standards.
- Coordinate project permit and plan reviews and address comments by the U.S. Army Corps of Engineers

**ATTACHMENT 1**

**EXHIBIT B**

**Rate Schedule**

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$347.70
Senior Engineer	\$241.9
Project Engineer	\$167.40
Assistant Engineer	\$123.30
CADD	\$155.80

**EXHIBIT A TO AMENDMENT NO. 3**  
**PROFESSIONAL SERVICES AGREEMENT WITH WKE INC. DATED AUGUST 23,**  
**2018**

## CITY OF INDUSTRY

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of August 23<sup>rd</sup>, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and WKE, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### RECITALS

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

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

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 23, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Seventy-Five Thousand dollars (\$175,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

## **5. LABOR CODE AND PREVAILING WAGES**

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **7. OWNERSHIP OF DOCUMENTS**

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

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



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

## **8. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

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

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

**9. INSURANCE**

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

**10. INDEPENDENT CONSULTANT**

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

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

**11. LEGAL RESPONSIBILITIES**

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

**12. UNDUE INFLUENCE**

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

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

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

**14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

**15. NOTICES**

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

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

Attention: City Manager

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

To Consultant:

---

---

---

**16. ASSIGNMENT**

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

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

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

**17. GOVERNING LAW/ATTORNEYS' FEES**

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

**18. ENTIRE AGREEMENT**

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

and upon each party's own independent investigation of any and all facts such party deems material.

**19. SEVERABILITY**

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

**20. COUNTERPARTS**

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

**21. CAPTIONS**

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

**22. WAIVER**

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

**23. REMEDIES**

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

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the


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

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

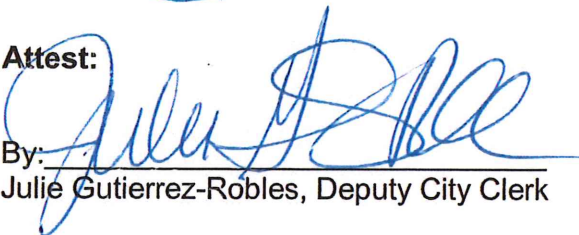
**"CITY"**  
**City of Industry**

**"CONSULTANT"**  
**WKE, Inc.**

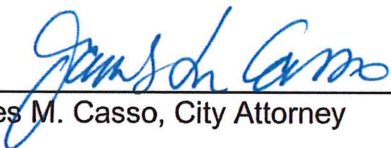
By:   
Troy Helling, Acting City Manager

By:   
Wei Koo, President

**Attest:**

  
By: Julie Gutierrez-Robles, Deputy City Clerk

**Approved as to form:**

By:   
James M. Casso, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

#### **1- BRIDGE GENERAL PLANS/ STRUCTURE TYPE SELECTION**

The consultant will prepare the bridge general plans to reflect all the geometric, utility, foundation and bridge design changes. The bridge general plan will follow Caltrans Office of Special Funded Project Branch Information & Procedure Guide Section 4-2 "Structure Type Selection". Bridge General Plans will be based on the bridge site data such as roadway geometry, utility and drainage design. Those data will be supplied by the City. It is assumed that roadway designers will provide completed electronic format (AutoCAD) to the bridge engineers. Detailed falsework clearance calculations will be prepared by the bridge engineers to verify the proposed overhead clearance of all bridge constructions that require concrete construction on falsework. Design will follow the Caltrans LRFD Bridge Design Specification.

The existing bridge may require seismic retrofitting measures due to the proposed outside widening. We will investigate the seismic safety and structural integrity of the existing structure follows the latest direction from Caltrans on "sliver" widening and may recommend additional measure to the design of the widening to strengthen the existing structures.

Preliminary seismic analysis will be performed during the Bridge Type Selection Phase. The purpose of the seismic analysis is to confirm the structure dimension and foundation type, size and locations. Seismic analysis will be based on the preliminary geotechnical design memo produced by the project geotechnical engineer. The analysis would include dynamic analysis based on the proposed ARS curve per SDC 1.7 and estimated foundation stiffness. The analysis will determine elastic seismic displacement of the proposed structure.

The proposed structure will span over San Jose Creek, an improved concrete channel owned by maintained by Los Angeles Flood Control District. As the design of the widening is not expected to reduce the amount of the freeboard, it is assumed no additional hydraulic analysis would be required.

Bridge Type Selection Report will be prepared that contains the material as required under Caltrans Information and Procedure Guide 4-2. We will also prepare General Plan Estimates for all the structure alternatives that have been studied during the Type Selection process and will confirm the proposed foundation design following foundation recommendations contained in the Preliminary and Final Foundation Report to be supplied by the City.

#### **Deliverables**

- Bridge General Plans
- Bridge Type Selection Report

- GP Estimates

## 2- UNCHECKED DETAILS SUBMITTAL

The bridge design will have prepared in accordance with the codes and standards of Caltrans. The following list summarizes the key design components of the structural improvements for the proposed bridge widening and reconstruction.

1. All plans and calculations will be prepared in English Imperial units.
2. Seismic analysis will follow the procedures as outlined in Caltrans SDC and chapter 20 of the Caltrans Memo to Designers. Effect of the combined structures will be analyzed, and additional retrofit requirement in addition to the bridge widening will be evaluated.
3. Bridge structures will be designed following the latest Caltrans Seismic Design Criteria (SDC 1.7).
4. Because the bridge widening would involve a partial removal of the existing bridge overhang with raised walkway, structure will be designed with the properly coordinated construction sequence and staging plans. Construction joints will be placed and specified on the plans to indicate location of splices.
5. The bridge may require a new utility opening to accommodate a future utility line. Utility relocation will be referenced in the bridge plans.

The Unchecked Details and Specifications will be submitted to the City of Industry (City) and County of Los Angeles (County) for review comments.

### Deliverables

Preliminary Estimates

Draft Structure Special Provisions

65% Unchecked Detail Plans. The list of plans is shown below:

Sheet Title	No. of Sheets	Comments
Bridge General Plan	1	
Seismic Retrofit Strategy General Plan	1	(if required)
Foundation Plans	1	
Grid Grades/ Deck Contour Plans	1	
Abutment 1 and 2 Layout and Sections	2	
Abutment Details/ Wing Wall Details	1	
Abutment Retrofit Details	1	(if required)
Girder Layout Sections	1	
Girder Sections and Details	1	
Girder profiles and prestressing Details	1	
Barrier Rail and Lighting Details	1	
Miscellaneous Details	1	
Log of Test Borings	1	
Bridge (Widening)	12	
Seismic Retrofit	2	



### **3. INITIAL STRUCTURE PLANS**

The consultant will follow the Caltrans practice and the plans will be checked independently by a registered engineer. The intent is to swap between the designers and checkers in order to maintain objectivity of the independent checking process. Differences in the calculations will be reconciled first before the Initial Plans will be submitted to Caltrans for review and approval.

The consultant will prepare a final quantity takeoff. The based on the standard Item List developed in accordance with the Caltrans Standard Specification and Standard Special Provisions. Designer quantity take-offs will be compared with the independent quantity takeoffs following the completion of unchecked Details Plans. The consultant will also prepare a complete set of independent quantity check calculations of all structural components. The quantities will be compared with the designers quantity takeoffs, and all structure bid items will be checked in accordance with Caltrans Bridge Design Aids Section 11 "Estimating".

Suggested Work Days schedules will be prepared for the individual structures, as well as for the group of structures to be advertised and constructed in single phase. The 2018 Caltrans Standard Specification will be the basis of the project specification. We will develop a project specification using the Caltrans Standard Special Provisions (SSP) format.

The consultant will submit the Initial Structure Plans to the County and the City for review and approval. This stage of the submittal will include the followings:

- Bridge Plans,
- Standard Special Provisions
- Quantity and Initial Engineers estimates

#### **Deliverables**

- 90% Plans, Special Provisions and Estimates
- Design Calculations
- Check Calculations
- Check Detail Comments and Resolutions

### **4. FINAL PS&E SUBMITTAL**

The final approval submittal will implement the design corrections as noted in the agency's review and the consultant's response comments. The consultant will also produce our final Engineers Estimates as part of the final PS&E Submittal. The consultant will also prepare the final RE pending files in accordance with Caltrans OSFP I&P Guides.

All structure plans will be submitted to Caltrans both in hardcopy format, and electronic format. All plans will be prepared in DGN formats following Caltrans

structure CAD preparation guidelines. RE pending files will be prepared in accordance with Caltrans MTD requirement, including the quantity summary sheets, MR calculations, final approved foundation report, 1=50 scale deck contour sheets, and construction notes to RE.

### **Deliverables**

- Final 100% PS&E Submittal
- PE Pending Files

### **5. POST DESIGN SERVICES**

The consultant Team will conduct post design services (PDS) during the construction of the structures. The post design services include the following activities:

1. Attend pre-construction meeting
2. Respond to Request for Information (RFI) generated by the Construction Manager
3. Review prestressing reinforcement and joint seal assembly shop drawings
4. Produce As-Built plans

EXHIBIT B

RATE SCHEDULE

Project Manager	\$275.92
Senior Engineer	\$209.55
Project Engineer	\$124.24
Assistant Engineer	\$88.29
CAD	\$95.01

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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