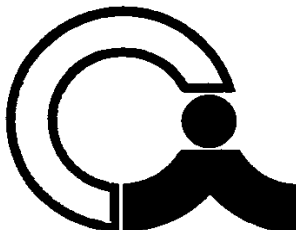


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

JANUARY 22, 2015
9:00 AM



Mayor Tim Spohn
Mayor Pro Tem Jeff Parriott
Council Member John P. Ferrero
Council Member Roy Haber, III
Council Member Pat Marcellin

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

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 three-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 three-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.

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 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 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. Roll Call
 4. Public Comments
-

5. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the City Council, the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Review of Actions for City Goods and Services.

RECOMMENDED ACTION: Receive and file.

6. **CITY ENGINEER MATTERS**

6.1 Consideration of request for authorization to issue a Request for Statement of Qualifications (RFQ) for contractors to submit responses to the RFQ for the work included in Contract No. CITY-1423, City of Industry Street and Parking Lot Sweeping.

RECOMMENDED ACTION: Approve and authorize the issuance of an RFQ for contractors to submit responses to the RFQ for work included in Contract No. CITY-1423, City of Industry Street and Parking Lot Sweeping.

6.2 Consideration of request for authorization to issue a Request for Proposals (RFP) to contractors selected following the RFQ process for Contract No. CITY-1423, City of Industry Street and Parking Lot Sweeping, for an estimated cost of \$1,500,000.00 for a contract period of five (5) years.

RECOMMENDED ACTION: Approve and authorize the issuance of an RFP for Contract No. CITY-1423, City of Industry Street and Parking Lot Sweeping to contractors selected following the RFQ process.

7. **PLANNING DIRECTOR MATTERS**

7.1 Consideration of Ordinance No. 786 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING A NEW CHAPTER 17.26 TO THE INDUSTRY MUNICIPAL CODE PERTAINING TO THE ESTABLISHMENT AND APPLICABLE DEVELOPMENT REGULATIONS FOR THE RECREATION AND OPEN SPACE ZONE.
(SECOND READING)

RECOMMENDED ACTION: Waive further reading, and adopt Ordinance No. 786.

7.2 Consideration of Ordinance No. 787 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTERS 17.08 (DEFINITIONS) AND 17.18 (INSTITUTIONAL ZONE) OF TITLE 17 (ZONING) OF THE INDUSTRY MUNICIPAL CODE RELATING TO

EMERGENCY HOMELESS SHELTERS, RESIDENTIAL CARE FACILITIES,
AND SUPPORTIVE AND TRANSITIONAL HOUSING. (SECOND READING)

*RECOMMENDED ACTION: Waive further reading, and adopt
Ordinance No. 787.*

7. **CLOSED SESSION**

7.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2): Two Potential Cases.

8. Adjournment. Next regular meeting: Thursday, February 12, 2015 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
ACTIONS FOR CITY GOODS AND SERVICES
January 22, 2015**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	76,496,943.15
103	PROP A FUND	21,870.08
105	AQMD GRANT FUND	4,729.72
120	CAPITAL IMPROVEMENT FUND	142,154.99
145	1998 REASSESSMENT IMPROVEMENT FUND	4,345.00
161	IPUC - ELECTRIC	276,936.27
TOTAL ALL FUNDS		76,946,979.21

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	73,776,013.22
PROP A	PROP A -CKING ACCOUNT	21,870.08
REF	REFUSE - CKING ACCOUNT	1,222,764.52
WFBK	WELLS FARGO- CKING ACCOUNT	1,926,331.39
TOTAL ALL BANKS		76,946,979.21

CITY OF INDUSTRY
BANK OF AMERICA
January 22, 2015

Check	Date	Payee Name	Check Amount
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91-1REDMPT.CHK - 98 Reassessment Improv Chking

167	01/08/2015	VOIDED- PAPER JAM	\$0.00	
<hr/>				
168	01/08/2015	U.S. BANK	\$4,345.00	
	Invoice	Date	Description	Amount
	3856819	01/08/2015	ADMIN FEES-CATELLUS A/D - 1998 REV BOND	\$4,345.00

CITYELEC.CHK - City Electric

1346	01/06/2015	CITY OF INDUSTRY	\$43,518.32	
	Invoice	Date	Description	Amount
	1/6/15	01/06/2015	TRANSFER FUNDS-ELECTRIC	\$43,518.32

CITYGEN.CHK - City General

WT100	12/23/2014	U.S. BANK	\$15,286,485.66	
	Invoice	Date	Description	Amount
	12/23/14-A	12/23/2014	2005 TXBLE SALES TAX REV BONDS-INTEREST	\$2,071,661.25
	12/23/14-B	12/23/2014	2005 TXBLE SALES TAX REV BOND-PRINCIPAL	\$4,805,000.00
	12/23/14-C	12/23/2014	2008 SALES TAX REV BOND-INTEREST	\$1,376,827.50
	12/23/14-D	12/23/2014	2008 SALES TAX REV BOND-PRINCIPAL	\$3,645,000.00
	12/23/14-E	12/23/2014	2010 TXBLE SALES TAX REV BOND-INTEREST	\$1,372,116.25

CITY OF INDUSTRY
BANK OF AMERICA
January 22, 2015

Check	Date		Payee Name	Check Amount
	12/23/14-F	12/23/2014	2010 TXBLE SALES TAX REV BOND-PRINCIPAL	\$1,995,000.00
	12/23/14-G	12/23/2014	2010 TXBLE SALES TAX REV BOND-CREDIT	(\$121.28)
	12/23/14-H	12/23/2014	2010 TXBLE SALES TAX REV BOND-CREDIT	(\$15.62)
	12/23/14-I	12/23/2014	2014 G.O. REFUNDING BOND-INTEREST	\$492,836.15
	12/23/14-J	12/23/2014	2014 G.O. REFUNDING BOND-CREDIT	(\$471,818.59)
24235	12/19/2014		CITY OF INDUSTRY	\$829,237.97
	Invoice	Date	Description	Amount
	12/19/14-A	12/19/2014	TRANSFER FUNDS-SAVINGS	\$829,237.97
24236	12/19/2014		CITY OF INDUSTRY	\$9,000,000.00
	Invoice	Date	Description	Amount
	12/19/14-B	12/19/2014	TAX OVERRIDE TRANSFER	\$9,000,000.00
24237	12/19/2014		CITY OF INDUSTRY	\$5,733,477.74
	Invoice	Date	Description	Amount
	12/19/14-C	12/19/2014	TAX OVERRIDE TRANSFER	\$5,733,477.74
24238	12/19/2014		CITY OF INDUSTRY	\$252,246.07
	Invoice	Date	Description	Amount
	12/19/14-D	12/19/2014	TRANSFER FUNDS 91-1 REDEMPTION	\$252,246.07
24239	12/19/2014		CITY OF INDUSTRY	\$2,522.46
	Invoice	Date	Description	Amount
	12/19/14-E	12/19/2014	TRANSFER FUNDS 91-1 ADMIN	\$2,522.46
24240	01/06/2015		CIVIC RECREATIONAL INDUSTRIAL	\$120,000.00
	Invoice	Date	Description	Amount
	1/6/15	01/06/2015	TRANSFER FUNDS-CRIA A/P	\$120,000.00

**CITY OF INDUSTRY
BANK OF AMERICA
January 22, 2015**

Check	Date	Payee Name		Check Amount
CITYGEN.SAV - City Savings				
WT100	01/06/2015	UNION BANK N.A.		\$27,504,180.00
Invoice	Date	Description	Amount	
1/6/15	01/06/2015	SETTLEMENT-HACIENDA AND ROWLAND SCHOOL	\$27,504,180.00	
WT101	01/06/2015	HACIENDA-LA PUENTE UNIFIED		\$6,750,000.00
Invoice	Date	Description	Amount	
1/6/15	01/06/2015	SCHOOL DISTRICT SETTLEMENT PAYMENT	\$6,750,000.00	
WT102	01/06/2015	ROWLAND UNIFIED SCHOOL		\$8,250,000.00
Invoice	Date	Description	Amount	
1/6/15	01/06/2015	SCHOOL DISTRICT SETTLEMENT PAYMENT	\$8,250,000.00	

Checks	Status	Count	Transaction Amount
	Total	13	\$73,776,013.22

CITY OF INDUSTRY

PROP A

January 22, 2015

Check	Date	Payee Name		Check Amount
PROPA.CHK - Prop A Checking				
11395	01/06/2015	CITY OF INDUSTRY-REFUSE		\$469.54
	Invoice	Date	Description	Amount
	1950242	12/01/2014	DISP SVC-METROLINK	\$116.57
	1950171	12/01/2014	DISP SVC-METROLINK	\$78.80
	1944422	11/01/2014	DISP SVC-METROLINK	\$157.60
	1944494	11/01/2014	DISP SVC-METROLINK	\$116.57
11396	01/06/2015	INDUSTRY SECURITY SERVICES		\$7,975.69
	Invoice	Date	Description	Amount
	14-12802	11/28/2014	SECURITY SVC-METROLINK	\$1,393.25
	14-12862	12/05/2014	SECURITY SVC-METROLINK	\$1,729.73
	14-12921	12/12/2014	SECURITY SVC-METROLINK	\$1,729.73
	14-12980	12/19/2014	SECURITY SVC-METROLINK	\$1,729.73
	14-13039	12/26/2015	SECURITY SVC-METROLINK	\$1,393.25
11397	01/06/2015	SO CAL INDUSTRIES		\$93.87
	Invoice	Date	Description	Amount
	166176	12/10/2014	RR RENTAL-METROLINK	\$93.87
11398	01/06/2015	SO CALIFORNIA EDISON COMPANY		\$316.38
	Invoice	Date	Description	Amount
	10/22-11/2014	12/18/2014	10/22-11/20/14 SVC-600 S BREA CYN B	\$316.38
11399	01/06/2015	WALNUT VALLEY WATER DISTRICT		\$336.64
	Invoice	Date	Description	Amount
	1827749	12/09/2014	11/1-12/1/14 SVC-METROLINK SPANISH LN	\$319.56
	1828624	12/10/2014	11/5-12/2/14 SVC-PLATFORM METROLINK	\$17.08
11400	01/06/2015	ZEREP MANAGEMENT CORP.		\$12,677.96
	Invoice	Date	Description	Amount
	1946459	10/31/2014	METROLINK MAINT 8/25-9/30/14	\$12,677.96

CITY OF INDUSTRY

PROP A

January 22, 2015

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
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PROPA.CHK - Prop A Checking

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	6	\$21,870.08

**CITY OF INDUSTRY
WELLS FARGO REFUSE
January 22, 2015**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT182	01/05/2015		CITY OF INDUSTRY DISPOSAL CO.	\$1,221,657.63
	Invoice	Date	Description	Amount
	1997250	01/05/2015	REFUSE SVC 12/1-12/31/14	\$1,221,657.63
4130	12/29/2014		CITY OF INDUSTRY DISPOSAL CO.	\$529.50
	Invoice	Date	Description	Amount
	12/29/14-A	12/29/2014	REFUND-VVS ACCT #067956	\$529.50
4131	12/29/2014		CITY OF INDUSTRY DISPOSAL CO.	\$276.27
	Invoice	Date	Description	Amount
	12/29/14-B	12/29/2014	REFUND-VVS ACCT #067856	\$276.27
4132	12/29/2014		CITY OF INDUSTRY DISPOSAL CO.	\$301.12
	Invoice	Date	Description	Amount
	12/29/14-C	12/29/2014	REFUND-VVS ACCT #011060	\$301.12

Checks	Status	Count	Transaction Amount
	Total	4	\$1,222,764.52

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
60681	01/05/2015		BROWN & BROWN INSURANCE	\$175.00
	Invoice	Date	Description	Amount
	252027	11/17/2014	CITY CLERK BOND	\$175.00
60682	01/05/2015		KEYSTONE UNIFORM DEPOT	\$2,982.21
	Invoice	Date	Description	Amount
	287	12/03/2014	HARD CORE SAFETY VESTS-SPECIAL	\$2,982.21
60683	01/05/2015		PUENTE HILLS CHEVROLET	\$354.35
	Invoice	Date	Description	Amount
	38207	12/17/2014	AUTO MAINT-LIC 6UQX922	\$354.35
60684	01/06/2015		GAS COMPANY, THE	\$161.59
	Invoice	Date	Description	Amount
	15415DONJ-DEC14	12/26/2014	11/20-12/22/14 SVC - 15415 DON JULIAN RD	\$161.59
60685	01/06/2015		HAGERTY, MARIA L.	\$1,375.78
	Invoice	Date	Description	Amount
	FALL 2014	01/06/2015	REIMBURSE FOR TUITION/BOOKS	\$1,375.78
60686	01/06/2015		SAN GABRIEL VALLEY WATER CO.	\$3,683.49
	Invoice	Date	Description	Amount
	2015-00000793	12/29/2014	11/25-12/26/14 SVC - CROSSROADS PKWY SOUTH	\$312.12
	2015-00000794	12/29/2014	11/25-12/26/14 SVC - CROSSROADS PKWY STA 103-	\$145.48
	2015-00000795	12/29/2014	11/25-12/26/14 SVC - CROSSROADS PKWY SOUTH	\$228.88
	2015-00000796	12/29/2014	11/25-12/26/14 SVC - CROSSROADS PKWY NORTH	\$828.15
	2015-00000797	12/29/2014	11/25-12/26/14 SVC - CROSSROADS PKWY STA 129-	\$436.79
	2015-00000798	12/29/2014	11/25-12/26/14 SVC - CROSSROADS PKWY STA 111-	\$195.42
	2015-00000799	12/29/2014	11/25-12/26/14 SVC - PELLISSIER	\$206.69
	2015-00000800	12/29/2014	11/25-12/26/14 SVC - PELLISSIER	\$173.22
	2015-00000801	12/29/2014	11/25-12/26/14 SVC - PECK/UNION PACIFIC BRIDGE	\$281.60

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2015-00000802	12/29/2014	11/25-12/26/14 SVC - S/E CNR OF PELLISSIER	\$486.90
	2015-00000803	12/29/2014	11/25-12/26/14 SVC - PELLISSIER	\$209.29
	2015-00000804	12/29/2014	11/25-12/26/14 SVC - IRRIG SALT LAKE/SEVENTH	\$178.95
60687	01/06/2015		SHELL ENERGY NORTH AMERICA-	\$81,931.20
	Invoice	Date	Description	Amount
	1392177	01/05/2015	WHOLESALE GAS-DEC 2014	\$81,931.20
60688	01/06/2015		SO CALIFORNIA EDISON COMPANY	\$3,371.93
	Invoice	Date	Description	Amount
	2015-00000805	12/30/2014	11/26-12/29/14 SVC - 137 N HUDSON AVE	\$409.21
	5010ENG-DEC14	12/31/2014	11/26-12/29/14 SVC - 5010 ENGLISH	\$108.56
	205HUD-DEC14	12/31/2014	11/26-12/29/14 SVC - 205 N HUDSON AVE	\$686.86
	2015-00000806	01/03/2015	12/01-01/01/15 SVC - 1 VALLEY/AZUSA	\$16.80
	2015-00000807	01/03/2015	11/01-01/01/15 SVC - VARIOUS SITES	\$2,150.50
60689	01/06/2015		STATE COMPENSATION INS. FUND	\$1,797.58
	Invoice	Date	Description	Amount
	JANUARY 2015	01/02/2015	PREMIUM FOR 1/1/15-2/1/15	\$1,797.58
60690	01/06/2015		SUBURBAN WATER SYSTEMS	\$328.81
	Invoice	Date	Description	Amount
	180030671712	12/23/2014	11/25-12/22/14 SVC - AZUSA & GEMINI	\$328.81
60691	01/06/2015		UNIVERSITY OF LA VERNE	\$3,615.00
	Invoice	Date	Description	Amount
	FALL 2014	01/06/2015	TUITION FEES-MARIA L. HAGERTY	\$3,615.00
60692	01/06/2015		VERIZON	\$111.99
	Invoice	Date	Description	Amount
	2015-00000791	12/25/2014	12/25-01/24/15 SVC - ELECTRIC MODEM	\$60.78

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	2015-00000792	12/25/2014	12/25-01/24/15 SVC - ELECTRIC MODEM		\$51.21
60693	01/13/2015		AT & T		\$8.78
	Invoice	Date	Description	Amount	
	2015-00000821	01/01/2015	01/01-01/31/15 SVC - WHITE PAGES	\$8.78	
60694	01/13/2015		AT & T		\$176.00
	Invoice	Date	Description	Amount	
	2651936204	12/23/2014	11/19-12/18/14 SVC - METROLINK	\$176.00	
60695	01/13/2015		CAREER-TRACK		\$79.00
	Invoice	Date	Description	Amount	
	ID#294272	01/07/2015	FEE FOR SEMINAR-YVETTE PADILLA	\$79.00	
60696	01/13/2015		GAS COMPANY, THE		\$42.07
	Invoice	Date	Description	Amount	
	2015-00000822	01/05/2015	12/01-12/31/14 SVC - 710 NOGALES ST	\$14.79	
	1135HATCH-JAN15	01/05/2015	12/01-12/31/14 SVC - 1135 HATCHER AVE	\$27.28	
60697	01/13/2015		NOBLE AMERICAS ENERGY		\$104,079.45
	Invoice	Date	Description	Amount	
	150090004096986	01/09/2015	WHOLESALE USE-DEC 2014	\$104,079.45	
60698	01/13/2015		POST ALARM SYSTEMS		\$768.75
	Invoice	Date	Description	Amount	
	743544	12/04/2015	MONITORING SVC JAN 2015	\$256.25	
	736074	11/05/2015	MONITORING SVC DEC 2014	\$256.25	
	750644	01/05/2015	MONITORING SVC FEB 2015	\$256.25	
60699	01/13/2015		SHELL		\$788.20
	Invoice	Date	Description	Amount	

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8000073489501	01/06/2015	FUEL-CITY VEHICLES	\$788.20
60700	01/13/2015		SO CALIFORNIA EDISON COMPANY	\$7,442.23
	Invoice	Date	Description	Amount
	2015-00000823	01/06/2015	12/04-01/05/15 SVC - 208 S WADDINGHAM WAY CP	\$156.03
	2015-00000824	01/06/2015	12/01-01/05/15 SVC - 133 N AZUSA AVE	\$411.30
	15660STAFF-JAN15	01/07/2015	11/26-12/29/14 SVC - 15660 STAFFORD ST	\$1,689.08
	2015-00000825	01/07/2015	12/04-01/05/15 SVC - 15625 STAFFORD ST	\$4,002.70
	2015-00000826	01/08/2015	12/01-01/01/15 SVC - NOGALES ST/SAN JOSE AVE	\$624.08
	1123HATCH-JAN15	01/08/2015	12/08-01/07/15 SVC - 1123 HATCHER AVE STE A	\$211.98
	1135HATCH-JAN15	01/08/2015	12/08-01/07/15 SVC - 1135 HATCHER AVE	\$347.06
60701	01/13/2015		SUBURBAN WATER SYSTEMS	\$224.93
	Invoice	Date	Description	Amount
	180080374997	01/05/2015	12/05-01/05/15 SVC - NE CNR VALLEY/STIMS	\$189.73
	205H180040617317	12/22/2014	11/22-12/19/14 SVC - 205 HUDSON AVE	\$35.20
60702	01/13/2015		VERIZON	\$3,025.98
	Invoice	Date	Description	Amount
	2015-00000809	12/01/2014	12/01-12/31/14 SVC - CITY HALL FAXES	\$502.43
	2015-00000810	12/01/2014	12/01-12/31/14 SVC - VARIOUS SITES	\$302.13
	1123HATCH-DEC14	12/01/2014	12/01-12/31/14 SVC - 1123 HATCHER	\$50.43
	2015-00000811	12/01/2014	12/01-12/31/14 SVC - TRES HERMANOS	\$48.59
	2015-00000812	12/28/2014	12/28-01/27/15 SVC - ELECTRIC MODEM	\$29.19
	2015-00000813	12/28/2014	12/28-01/27/15 SVC - ELECTRIC MODEM	\$60.78
	2015-00000814	12/28/2014	12/28-01/27/15 SVC - ELECTRIC MODEM	\$53.44
	2015-00000815	01/01/2015	01/01-01/31/15 SVC - GENERATOR SITE-TELEMETRY	\$54.10
	2015-00000816	01/01/2015	01/01-01/31/15 SVC - GENERATOR SITE-TELEMETRY	\$56.93
	2015-00000817	01/01/2015	01/01-01/31/15 SVC - CITY HALL FAXES	\$507.95
	2015-00000818	01/01/2015	01/01-01/31/15 SVC - VARIOUS SITES	\$290.92
	1123HATCH-JAN15	01/01/2015	01/01-01/31/15 SVC - 1123 HATCHER	\$51.01

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2015-00000819	01/01/2015	01/01-01/31/15 SVC - TRES HERMANOS	\$49.17
	2015-00000820	01/01/2015	01/01-01/31/15 SVC - VARIOUS SITES	\$968.91
60703	01/13/2015		VERIZON WIRELESS - LA	\$1,081.37
	Invoice	Date	Description	Amount
	9737901908	12/26/2014	11/27-12/26/14 SVC - VARIOUS WIRELESS	\$1,081.37
60704	01/13/2015		WEX BANK	\$337.07
	Invoice	Date	Description	Amount
	39325952	12/31/2014	FUEL-CITY VEHICLES	\$337.07
60705	01/22/2015		ABORTA-BUG PEST CONTROL	\$95.00
	Invoice	Date	Description	Amount
	15146	12/29/2014	QTRLY SVC-TRES HERMANOS	\$95.00
60706	01/22/2015		ALVAKA NETWORKS	\$12,560.17
	Invoice	Date	Description	Amount
	153739	01/01/2015	ADD'L NET MAINT-FEB 2015	\$6,020.00
	153772	01/01/2015	NETWORK MAINT-FEB 2015	\$6,540.17
60707	01/22/2015		APPLIED METERING	\$1,494.87
	Invoice	Date	Description	Amount
	5102	12/22/2014	METER MAINT-NOV 2014	\$1,494.87
60708	01/22/2015		AQUA BACKFLOW & CHLORINATION	\$80.00
	Invoice	Date	Description	Amount
	34224	12/19/2014	B/F CERTIFICATION-AZUSA/GEMINI	\$80.00
60709	01/22/2015		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8957889912	01/01/2015	01/01-01/31/15 SVC - METROLINK	\$225.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
60710	01/22/2015		AVANT-GARDE, INC	\$610.00
	Invoice	Date	Description	Amount
	3611	12/22/2014	PROGRAM MGMT-AZUSA AVE BRIDGE	\$610.00
60711	01/22/2015		BLAKE AIR CONDITIONING	\$176.40
	Invoice	Date	Description	Amount
	33318	01/09/2015	A/C MAINT-CITY HALL	\$176.40
60712	01/22/2015		BORER, JIM	\$1,500.00
	Invoice	Date	Description	Amount
	14289	12/24/2014	INSPECTION-DIAMOND BAR OAK TREE PROJECT	\$1,500.00
60713	01/22/2015		BOYS & GIRLS CLUB OF SAN	\$4,300.00
	Invoice	Date	Description	Amount
	2697	12/31/2014	GRAFFITI REMOVAL-DEC 2014	\$4,300.00
60714	01/22/2015		BUILT RITE FENCE COMPANY	\$967.00
	Invoice	Date	Description	Amount
	14473	09/09/2014	REPLACE LIMIT SWITCH-TONNER CYN	\$967.00
60715	01/22/2015		BURKE, WILLIAMS & SORENSEN,	\$150,382.90
	Invoice	Date	Description	Amount
	184695	01/07/2015	RETAINER-DEC 2014	\$17,785.00
	184705	01/07/2015	PROF SVC-DEC 2014	\$132,597.90
60716	01/22/2015		BURKE, WILLIAMS & SORENSEN,	\$1,400.00
	Invoice	Date	Description	Amount
	1/8/15	01/08/2015	PROF SVC-DEC 2014	\$1,400.00
60717	01/22/2015		CALICO BUILDING SERVICES, INC	\$523.25

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	1005828	12/02/2014	REPAIR SEWER LINE-HOMESTEAD	\$290.00
	1005826	12/05/2014	INSTALLED DUPLEX OUTLET-CITY HALL	\$233.25
60718	01/22/2015		CALVO, ELISE	\$2,499.96
	Invoice	Date	Description	Amount
	DECEMBER 2014	01/14/2015	CHILD CARE 7/1-12/31/14	\$2,499.96
60719	01/22/2015		CASC ENGINEERING AND	\$10,998.00
	Invoice	Date	Description	Amount
	32669	11/30/2014	NPDES ENG SVC-COI	\$10,998.00
60720	01/22/2015		CIHIGOYENETCHE, GROSSBERG &	\$175.00
	Invoice	Date	Description	Amount
	49342	01/06/2015	PROF SVC-DEC 2014	\$175.00
60721	01/22/2015		CITY OF INDUSTRY DISPOSAL CO.	\$2,362.08
	Invoice	Date	Description	Amount
	1991686	12/31/2014	MO SVC-CITY RESIDENCES	\$2,362.08
60722	01/22/2015		CITY OF INDUSTRY-MEDICAL	\$12,000.00
	Invoice	Date	Description	Amount
	REG 1/22/15	01/14/2015	TRANSFER FUNDS-MEDICAL	\$12,000.00
60723	01/22/2015		CITY OF INDUSTRY-PAYROLL ACCT	\$150,000.00
	Invoice	Date	Description	Amount
	P/R 1/15/15	01/14/2015	REIMBURSE PAYROLL 1/15/15	\$150,000.00
60724	01/22/2015		CITY OF INDUSTRY-REFUSE	\$5,444.20
	Invoice	Date	Description	Amount
	1996015	01/01/2015	DISP SVC-CITY BUS STOPS	\$4,376.33

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1995375	01/01/2015	DISP SVC-CITY HALL	\$299.47
	1995376	01/01/2015	DISP SVC-TRES HERMANOS	\$138.38
	1995640A	01/01/2015	DISP SVC-205 HUDSON	\$92.94
	1995640B	01/01/2015	DISP SVC-841 7TH AVE	\$184.24
	1996661	12/31/2014	DISP SVC-1123 HATCHER	\$184.24
	1996849	12/31/2014	DISP SVC-EXCEL PAVING	\$168.60
60725	01/22/2015		CM SERVICE, INC.	\$1,973.83
	Invoice	Date	Description	Amount
	223760	01/08/2015	A/C MAINT-EL ENCANTO	\$1,973.83
60726	01/22/2015		CNC ENGINEERING	\$126,669.16
	Invoice	Date	Description	Amount
	012015	01/01/2015	MEALS/WHEELS RENT-JAN 2015	\$5,000.00
	42811	01/08/2015	66KV ELECTRICAL SUBSTATION FACILITY	\$1,115.65
	42812	01/08/2015	GRAND AVE RECONSTRUCTION	\$1,803.86
	42813	01/08/2015	ON-CALL STREET MAINT PROGRAM	\$2,298.08
	42814	01/08/2015	SAN JOSE AVE WIDENING	\$156.88
	42815	01/08/2015	GALE AVE ST IMPROVEMENTS	\$1,278.36
	42816	01/08/2015	WALNUT DR SOUTH WIDENING	\$2,020.90
	42817	01/08/2015	GENERAL ENGINEEING SVC-CIP	\$28,279.74
	42818	01/08/2015	GENERAL ENGINEEING SVC-12/22/14-1/4/15	\$39,910.84
	42819	01/08/2015	TONNER CYN PROPERTY	\$1,598.48
	42820	01/08/2015	CITY ELECTRICAL FACILITIES	\$1,133.14
	42821	01/08/2015	HOMESTEAD MUSEUM MAINT	\$253.34
	42822	01/08/2015	RESURFACING-VARIOUS STREETS	\$2,310.80
	42823	01/08/2015	TRAFFIC SIGNAL-DON JULIAN/SIXTH AVE	\$488.13
	42824	01/08/2015	INDUSTRY HILLS IMPROVEMENTS	\$156.88
	42825	01/08/2015	LAUNDRY BLDG SETTLEMENT ISSUES	\$406.79
	42826	01/08/2015	INDUSTRY HILLS-FUEL TANKS/DIESEL DISPENSING	\$1,194.62
	42827	01/08/2015	PROPERTY MGMT-CITY OWNED PROPERTIES	\$2,423.08

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
42828	01/08/2015	HIGHWAY BRIDGE PROGRAM	\$162.71
42829	01/08/2015	FISCAL YEAR BUDGET	\$1,725.68
42830	01/08/2015	FOLLOW'S CAMP PROPERTY	\$2,255.95
42831	01/08/2015	VARIOUS ASSIGNMENTS: SA TO IUDA	\$877.42
42832	01/08/2015	AQMD GRANT FOR ELECTRICAL CAR CHARGING	\$4,729.72
42833	01/08/2015	NELSON AVE AND PUENTE AVE WIDENING	\$162.71
42834	01/08/2015	CITY MAINTAINED LANDSCAPE AREAS	\$2,705.39
42835	01/08/2015	CIVIC-FINANCIAL CENTER LANDSCAPING	\$470.64
42836	01/08/2015	BIXBY DR SIDEWALK	\$509.33
42837	01/08/2015	CITY OWNED PROPERTY-MISC MAINT	\$506.68
42838	01/08/2015	CITY SIGN ATLAS	\$455.01
42839	01/08/2015	ARENTH AVE RECONSTRUCTION	\$675.75
42840	01/08/2015	SEWER ATLAS FOR COI	\$1,490.36
42841	01/08/2015	GENERAL ENGINEEING SVC-HWY MONITORING	\$714.71
42842	01/08/2015	CITY OF INDUSTRY STREET SWEEPING	\$4,331.96
42843	01/08/2015	FULLERTON RD GRADE SEPARATION	\$11,057.93
42844	01/08/2015	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$1,217.41
42845	01/08/2015	FAIRWAY DR GRADE SEPARATION	\$162.71
42846	01/08/2015	NOGALES GRADE SEPARATION	\$549.08
42847	01/08/2015	VALLEY BLVD IMPROVEMENTS	\$78.44
60727	01/22/2015	CORELOGIC INFORMATION	\$175.00
Invoice	Date	Description	Amount
81361874	12/31/2014	GEOGRAPHIC PKG-DEC 2014	\$175.00
60728	01/22/2015	DEPT OF TRANSPORTATION	\$24,420.45
Invoice	Date	Description	Amount
15003960	12/19/2014	COOP 07-4832 FOR NOV 2014	\$24,420.45
60729	01/22/2015	EASYLINK SERVICES	\$55.50
Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	07634191501	01/02/2015	FAX SVC-DEC 2014	\$55.50
60730	01/22/2015		ENCO UTILITY SERVICES	\$7,152.00
	Invoice	Date	Description	Amount
	20-3-12-14	12/31/2014	PROF SVC-DEC 2014	\$2,500.00
	0612-00031S	01/06/2015	METRO SYSTEM MONITORING-DEC 2014	\$2,846.00
	0113-0024MR	01/06/2015	METER READING SVC-DEC 2014	\$1,806.00
60731	01/22/2015		FEDERAL EXPRESS CORP.	\$160.99
	Invoice	Date	Description	Amount
	2-901-29312	01/09/2015	MESSENGER SVC	\$160.99
60732	01/22/2015		FRAZER, LLP	\$39,375.00
	Invoice	Date	Description	Amount
	135198	12/31/2014	COI-ACCTG SVC 12/16-12/31/14	\$22,065.00
	135332	12/31/2014	COI-CONSULTING SVC FOR DEC 2014	\$17,310.00
60733	01/22/2015		FRY'S ELECTRONICS	\$124,670.50
	Invoice	Date	Description	Amount
	APR-SEP 2014	01/13/2015	SALES TAX REBATE APR-SEP 2014	\$124,670.50
60734	01/22/2015		FUEL PROS, INC.	\$300.00
	Invoice	Date	Description	Amount
	0000019526	11/27/2014	IND HILLS FUEL STATION MAINT-NOV 2014	\$150.00
	0000019578	12/17/2014	IND HILLS FUEL STATION MAINT-DEC 2014	\$150.00
60735	01/22/2015		GAS COMPANY, THE	\$1,046.88
	Invoice	Date	Description	Amount
	2015-00000830	01/07/2015	12/03-01/05/15 SVC - 1 INDUSTRY HILLS PKWY	\$16.27
	2015-00000831	01/07/2015	12/03-01/05/15 SVC - 2700 CHINO HILLS PKWY	\$132.94
	2015-00000832	01/09/2015	12/06-01/08/15 SVC - 15651 STAFFORD ST	\$358.92

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2015-00000833	01/09/2015	12/04-01/07/15 SVC - 15633 RAUSCH RD	\$201.34
	15718RAUSC-JAN15	01/09/2015	12/04-01/07/15 SVC - 15718 RAUSCH RD REAR (BACK)	\$58.81
	2015-00000834	01/09/2015	12/04-01/07/15 SVC - 15625 STAFFORD ST APT A	\$92.64
	2015-00000835	01/09/2015	12/04-01/07/15 SVC - 15625 STAFFORD ST APT B	\$185.96
60736	01/22/2015		GMS ELEVATOR SERVICES, INC	\$134.00
	Invoice	Date	Description	Amount
	00076835	01/05/2015	MO SVC-ELEVATOR	\$134.00
60737	01/22/2015		GRAND CENTRAL RECYCLING &	\$2,277.80
	Invoice	Date	Description	Amount
	1997276	12/31/2014	GREEN-SOLID WASTE-DEC 2014	\$2,277.80
60738	01/22/2015		HADDICK'S AUTO BODY	\$7,068.68
	Invoice	Date	Description	Amount
	047035	01/09/2015	AUTO MAINT-LIC 1154129	\$408.76
	047050	01/09/2015	AUTO MAINT-LIC 1356177	\$79.93
	047063	01/09/2015	AUTO MAINT-LIC 1279616	\$413.17
	047064	01/09/2015	AUTO MAINT-LIC 1379549	\$550.50
	047077	01/09/2015	AUTO MAINT-LIC 1347776	\$502.85
	047082	01/09/2015	AUTO MAINT-LIC 1210025	\$300.53
	047145	01/09/2015	AUTO MAINT-LIC E1216421	\$123.00
	047193	01/09/2015	AUTO MAINT-LIC 6UQX922	\$60.00
	047202	01/09/2015	AUTO MAINT-LIC 6UBX655	\$135.00
	047205	01/09/2015	AUTO MAINT-LIC 1198606	\$60.00
	047206	01/09/2015	AUTO MAINT-LIC 98407C1	\$60.00
	142980	12/31/2014	CONTAINER STORAGE	\$20.00
	H-68954	12/29/2014	TOWING SVC-LIC 8G22464	\$40.00
	046943	01/06/2015	AUTO MAINT-LIC 1094930	\$66.00
	046956	01/06/2015	AUTO MAINT-LIC 29260E1	\$1,241.00
	046957	01/06/2015	AUTO MAINT-LIC 8G22464	\$511.76

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	046958	01/06/2015	AUTO MAINT-LIC 1320295	\$975.91
	046977	01/06/2015	AUTO MAINT-LIC 1198606	\$326.25
	046979	01/06/2015	AUTO MAINT-LIC 1210025	\$70.62
	046984	01/06/2015	AUTO MAINT-LIC 1279616	\$187.25
	047020	01/06/2015	AUTO MAINT-LIC 1370863	\$235.03
	047053	01/06/2015	AUTO MAINT-LIC 6UQX922	\$138.51
	047054	01/06/2015	AUTO MAINT-LIC 1379549	\$235.11
	047113	01/06/2015	AUTO MAINT-LIC 6PKM569	\$40.00
	047118	01/06/2015	AUTO MAINT-LIC E1216421	\$92.50
	047119	01/06/2015	AUTO MAINT-LIC 6UBX655	\$135.00
	047120	01/06/2015	AUTO MAINT-LIC 98407C1	\$60.00
60739	01/22/2015		HUNTER ELECTRIC SERVICE, INC.	\$24,000.00
	Invoice	Date	Description	Amount
	2014-217	12/16/2014	REPAIR PUMP #2-GRAND CROSSING	\$24,000.00
60740	01/22/2015		INDUSTRY SECURITY SERVICES	\$34,315.68
	Invoice	Date	Description	Amount
	14-13084	01/02/2015	SECURITY SVC 12/26/14-01/01/15	\$12,489.28
	14-13094	01/02/2015	SECURITY SVC 12/26/14-01/01/15	\$5,215.60
	14-13153	01/09/2015	SECURITY SVC 1/8-1/15/15	\$4,878.96
	14-13143	01/09/2015	SECURITY SVC 1/8-1/15/15	\$11,731.84
60741	01/22/2015		INTERNATIONAL LINE BUILDERS	\$29,430.00
	Invoice	Date	Description	Amount
	777200	12/23/2014	TRENCH AND CONDUIT INSTALL-66KV SUBSTATION	\$29,430.00
60742	01/22/2015		INTERTIE	\$9,600.00
	Invoice	Date	Description	Amount
	1654	01/12/2015	ENERGY CONS-METRO SOLAR	\$9,600.00

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
60743	01/22/2015			JANUS PEST MANAGEMENT	\$580.00
	Invoice	Date	Description	Amount	
	130954	12/01/2014	SVC-HOMESTEAD	\$580.00	
60744	01/22/2015			KLEINFELDER, INC.	\$24,726.32
	Invoice	Date	Description	Amount	
	001038472	12/02/2015	CROSSROADS PKY SOUTH RECONSTRUCTION	\$2,930.30	
	001039931	12/11/2014	GALE AVE IMPROVEMENTS	\$19,826.32	
	001038468	12/02/2014	SOIL TESTING-SAN JOSE AVE	\$1,754.70	
	001038970	12/05/2014	SOIL TESTING-FAIRWAY/WALNUT	\$215.00	
60745	01/22/2015			L A COUNTY DEPT OF PUBLIC	\$9,247.55
	Invoice	Date	Description	Amount	
	IN150000507	01/06/2015	PILOT ROUTINE MAINT	\$5,607.87	
	IN150000255	12/18/2014	BLDG SAFETY-STATE FEE	\$3,639.68	
60746	01/22/2015			L A COUNTY SHERIFF'S	\$661,410.59
	Invoice	Date	Description	Amount	
	152357NH	01/07/2015	SHERIFF CONTRACT-DEC 2014	\$661,410.59	
60747	01/22/2015			LA PUENTE VALLEY COUNTY	\$10,218.81
	Invoice	Date	Description	Amount	
	2015-00000836	12/19/2014	10/20-12/19/14 SVC - ALONG RR TRACK (I)	\$251.95	
	2015-00000837	12/19/2014	10/20-12/19/14 SVC - PROCTOR & EL ENCANTO (I)	\$283.40	
	2015-00000838	12/19/2014	10/20-12/19/14 SVC - HACIENDA BLVD (IRRI)	\$48.43	
	2015-00000839	12/19/2014	10/20-12/19/14 SVC - 201 STAFFORD ST (IRRI)	\$891.47	
	2015-00000840	12/19/2014	10/20-12/19/14 SVC - VALLEY BLVD (IRRI)	\$81.73	
	2015-00000841	12/19/2014	10/20-12/19/14 SVC - DON JULIAN RD	\$859.42	
	2015-00000842	12/19/2014	10/20-12/19/14 SVC - PARRIOTT & DON JULIAN RD (I)	\$137.25	
	2015-00000843	12/19/2014	10/20-12/19/14 SVC - HACIENDA & STAFFORD (IRR)	\$181.65	
	2015-00000844	12/19/2014	10/20-12/19/14 SVC - 211 HACIENDA BLVD (IRRI)	\$72.48	

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	2015-0000845	12/19/2014 10/20-12/19/14 SVC - HUDSON AVE (IRRI)	\$239.00	
	2015-0000846	12/19/2014 10/20-12/19/14 SVC - STAFFORD ST (IRRI)	\$202.00	
	2015-0000847	12/19/2014 10/20-12/19/14 SVC - 220 HACIENDA BLVD (IRRI)	\$153.90	
	2015-0000848	12/19/2014 10/20-12/19/14 SVC - 15522 NELSON AVE	\$55.83	
	2015-0000849	12/19/2014 10/20-12/19/14 SVC - NELSON AVE (IRRI)	\$523.90	
	2015-0000850	12/19/2014 10/20-12/19/14 SVC - SOTRO ST (IRRI)	\$296.35	
	2015-0000851	12/19/2014 10/20-12/19/14 SVC - 15651 STAFFORD ST	\$455.45	
	2015-0000852	12/19/2014 10/20-12/19/14 SVC - RAUSCH RD (IRRI)	\$102.08	
	2015-0000853	12/19/2014 10/20-12/19/14 SVC - RAUSCH RD (IRRI)	\$107.63	
	2015-0000854	12/19/2014 10/20-12/19/14 SVC - STAFFORD & OLD VALLEY (I)	\$364.80	
	2015-0000855	12/19/2014 10/20-12/19/14 SVC - 15414 DON JULIAN RD	\$140.95	
	2015-0000856	12/19/2014 10/20-12/19/14 SVC - 15415 DON JULIAN RD (IRRI)	\$1,097.50	
	2015-0000857	12/19/2014 10/20-12/19/14 SVC - 15716 RAUSCH RD	\$92.83	
	2015-0000858	12/19/2014 10/20-12/19/14 SVC - 1 AZUSA WAY (IRRI)	\$534.30	
	2015-0000859	12/19/2014 10/20-12/19/14 SVC - 285 HACIENDA BLVD (IRRI)	\$57.68	
	2015-0000860	12/19/2014 10/20-12/19/14 SVC - HACIENDA & STAFFORD ST (I)	\$159.45	
	2015-0000861	12/19/2014 10/20-12/19/14 SVC - 15625 STAFFORD ST	\$226.03	
	2015-0000862	12/19/2014 10/20-12/19/14 SVC - 15625 STAFFORD ST	\$59.53	
	2015-0000863	12/19/2014 10/20-12/19/14 SVC - 15414 DON JULIAN RD (IRRI)	\$124.30	
	2015-0000864	12/19/2014 10/20-12/19/14 SVC - 15414 DON JULIAN RD	\$214.87	
	2015-0000865	12/19/2014 10/20-12/19/14 SVC - 15415 DON JULIAN RD (IRRI)	\$1,165.95	
	2015-0000866	12/19/2014 10/20-12/19/14 SVC - 15414 DON JULIAN RD (IRRI)	\$869.85	
	15660STAFF-JAN15	12/19/2014 10/20-12/19/14 SVC - 15660 STAFFORD ST	\$166.85	
60748	01/22/2015	LA PUENTE VALLEY COUNTY	\$286.03	
	Invoice	Date	Description	Amount
	BS;12/14	12/23/2014	WATER MONITORING-BOY SCOUTS RES	\$286.03
60749	01/22/2015	LANCAB, INC.	\$11,902.23	
	Invoice	Date	Description	Amount
	SI-14-5843	12/29/2014	TELECOMMUNICATIONS CABLING-HOMESTEAD	\$11,902.23

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
60750	01/22/2015		LOS ANGELES AREA COUNCIL	\$2,112.33
	Invoice	Date	Description	Amount
	#11/30/2014	11/30/2014	TONNER CYN WATER CHARGES FOR NOV 2014	\$2,112.33
60751	01/22/2015		MARIPOSA LANDSCAPES, INC	\$10,900.00
	Invoice	Date	Description	Amount
	66512	11/20/2014	WEED AATEMENT-OLD BREA CYN	\$10,900.00
60752	01/22/2015		MX GRAPHICS, INC.	\$366.24
	Invoice	Date	Description	Amount
	5745	12/17/2014	BLUEPRINT SVC-MP 11 09	\$34.88
	5758	12/18/2014	BLUEPRINT SVC-MP 08 09	\$78.48
	5759	12/18/2014	BLUEPRINT SVC-MP 13 05	\$122.08
	5767	12/22/2014	BLUEPRINT SVC-MP 03 12	\$78.48
	5818	12/30/2014	BLUEPRINT SVC-MP 03 22	\$52.32
60753	01/22/2015		MYERS & SONS HI-WAY SAFETY,	\$584.84
	Invoice	Date	Description	Amount
	25225	12/22/2014	CUSTOM SIGN-ELEC VEHICLE PARKING	\$584.84
60754	01/22/2015		R.F. DICKSON CO., INC.	\$19,486.66
	Invoice	Date	Description	Amount
	2507178	12/31/2014	STREET SWEEPING-DEC 2014	\$19,486.66
60755	01/22/2015		RICHARDS, WATSON & GERSHON	\$10,525.52
	Invoice	Date	Description	Amount
	199641	12/31/2014	SPECIAL COUNSEL LEGAL ASSIGNMENTS	\$10,525.52
60756	01/22/2015		RICKABUS, LEWIS S & GRACE M	\$3,500.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	FEBRUARY 2015	01/08/2015	LEASE OF STORAGE SPACE	\$3,500.00
60757	01/22/2015		SAN GABRIEL VALLEY WATER	\$1,120.08
	Invoice	Date	Description	Amount
	01/02/15	02/02/2015	DUES-2015 AND ASSESSMENTS 2013-2014	\$1,120.08
60758	01/22/2015		SNOWDEN ELECTRIC COMPANY,	\$4,440.00
	Invoice	Date	Description	Amount
	14-1373	12/31/2014	MAINT SVC-METRO SOLAR	\$4,440.00
60759	01/22/2015		SO CALIFORNIA EDISON COMPANY	\$17,451.60
	Invoice	Date	Description	Amount
	2015-00000867	01/09/2015	12/01-01/01/15 SVC - 208 S WADDINGHAM WAY	\$17,269.20
	2015-00000868	01/09/2015	12/08-01/07/15 SVC - VARIOUS SITES	\$145.36
	2015-00000869	01/10/2015	12/01-01/01/15 SVC - GALE AVE/L ST	\$37.04
60760	01/22/2015		STAPLES BUSINESS ADVANTAGE	\$993.27
	Invoice	Date	Description	Amount
	8032588143	12/20/2014	OFFICE SUPPLIES	\$993.27
60761	01/22/2015		SUNRISE ROOFING	\$800.00
	Invoice	Date	Description	Amount
	12-22-2014	12/22/2014	REPAIR ROOF-HOMESTEAD	\$800.00
60762	01/22/2015		SUNRISE SURVEILLANCE	\$3,837.63
	Invoice	Date	Description	Amount
	0000271	11/12/2014	REPAIR OF EAST DOOR-CITY HALL	\$3,837.63
60763	01/22/2015		SUPERIOR COURT OF CALIFORNIA,	\$1,783.50
	Invoice	Date	Description	Amount
	DECEMBER 2014	01/08/2015	PARKING CITATIONS REPORT-DEC 2014	\$1,783.50

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
60764	01/22/2015		THE 20/20 NETWORK	\$5,000.00
	Invoice	Date	Description	Amount
	1322	01/02/2015	MEDIA CONSULTING-DEC 2014	\$5,000.00
60765	01/22/2015		THRALL, RANCE	\$14,580.00
	Invoice	Date	Description	Amount
	JANUARY 2015	01/08/2015	MAINTENANCE SVC-JAN 2015	\$14,580.00
60766	01/22/2015		TOWERSTREAM CORPORATION	\$1,915.00
	Invoice	Date	Description	Amount
	278004	02/01/2015	WIRELESS INTERNET-METRO SOLAR	\$965.00
	277998	02/01/2015	WIRELESS INTERNET-COI	\$950.00
60767	01/22/2015		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB11000	01/01/2015	MAINT SVC-METRO SOLAR	\$1,726.67
60768	01/22/2015		UNDERGROUND SERVICE ALERT OF	\$13.50
	Invoice	Date	Description	Amount
	1220140155	01/01/2015	DIG ALERTS	\$13.50
60769	01/22/2015		VANGUARD CLEANING SYSTEMS,	\$1,400.00
	Invoice	Date	Description	Amount
	111270	01/06/2015	CARPET CLEANING ON 12/26/14	\$475.00
	110753	01/02/2015	JANITORIAL SVC-JAN 2015	\$925.00
60770	01/22/2015		VERIZON	\$118.35
	Invoice	Date	Description	Amount
	2015-00000870	01/04/2015	01/04-02/03/15 SVC - GENERATOR SITE-TELEMETRY	\$56.93
	2015-00000871	01/04/2015	01/04-02/03/15 SVC - ELECTRIC MODEM	\$61.42

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
60771	01/22/2015	VERIZON BUSINESS		\$87.37
	Invoice	Date	Description	Amount
	63573759	01/10/2015	12/01-12/31/14 SVC - VARIOUS SITES	\$87.37
60772	01/22/2015	WALNUT VALLEY WATER DISTRICT		\$2,767.46
	Invoice	Date	Description	Amount
	1854938	01/08/2015	12/02-12/31/14 SVC - IRR 820 FAIRWAY DR	\$62.57
	1854990	01/08/2015	12/02-12/31/14 SVC - LEMON AVE N OF CURRIER	\$37.99
	1855024	01/08/2015	12/02-12/31/14 SVC - BREA CYN RD & OLD RANCH RD	\$29.05
	1855040	01/08/2015	12/02-12/31/14 SVC - FERRERO & GRAND EAST	\$430.60
	1855058	01/08/2015	12/02-12/31/14 SVC - BAKER PKWY METER #1	\$68.51
	1855059	01/08/2015	12/02-12/31/14 SVC - BAKER PKWY METER #2	\$96.37
	1855065	01/08/2015	12/02-12/31/14 SVC - GRAND AVE CROSSING	\$70.65
	1855066	01/08/2015	12/02-12/31/14 SVC - GRAND AVE CROSSING	\$69.94
	1855068	01/08/2015	12/02-12/31/14 SVC - 22002 VALLEY BLVD	\$188.48
	1855085	01/08/2015	12/02-12/31/14 SVC - 21350 VALLEY-MEDIAN	\$49.91
	1855086	01/08/2015	12/02-12/31/14 SVC - GRAND CROSSING EAST	\$29.05
	1855087	01/08/2015	12/02-12/31/14 SVC - GRAND CROSSING WEST	\$55.87
	1855088	01/08/2015	12/02-12/31/14 SVC - BAKER PKWY & GRAND N/W	\$1,367.81
	1855095	01/08/2015	12/02-12/31/14 SVC - E/S GRAND S/O BAKER	\$107.27
	1855100	01/08/2015	12/02-12/31/14 SVC - BREA CYN N OF RR TRKS	\$61.78
	1855101	01/08/2015	12/02-12/31/14 SVC - BREA CYN N OF CURRIER	\$20.06
	1855103	01/08/2015	12/02-12/31/14 SVC - 60 FWY INTERCHANGE @	\$21.55
60773	01/22/2015	WESTERN ARBORISTS, INC		\$6,600.00
	Invoice	Date	Description	Amount
	12030	12/23/2014	TREE PRUNING-IMC	\$2,800.00
	12029	12/22/2014	TREE PRUNING-CITY HALL	\$3,800.00
60774	01/22/2015	ZEREP MANAGEMENT CORP.		\$87,287.78

**CITY OF INDUSTRY
WELLS FARGO BANK
January 22, 2015**

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

Invoice	Date	Description	Amount
1946451	10/31/2014	PUBLIC FACILITY MAINT 4/19-7/22/14	\$20,890.15
1952045	10/31/2014	GRAND CROSSING ZONE 4/25-7/19/14	\$24,848.35
1952046	10/31/2014	TRES HERMANOS PROPERTY 7/7-7/10/14	\$7,149.64
1952047	10/31/2014	AUTO MALL PROPERTIES 5/2-5/8/14	\$10,205.86
1952048	10/31/2014	VARIOUS IUDA PARCELS 5/17-6/30/14	\$24,193.78

Checks	Status	Count	Transaction Amount
	Total	94	\$1,926,331.39

CITY COUNCIL

ITEM NO. 6.1

MEMORANDUM

TO: John Ballas, City Engineer **DATE:** January 15, 2014
FROM: Eduardo Pereira
Joshua Nelson **PROJECT NO. :** CITY-1423
SUBJECT: Request for Statement of Qualifications for the City of Industry Project No.
CITY-1423

Attached for your consideration are the following documents for a 5-year street and parking lot sweeping contract:

1. Notice Requesting Statement of Qualifications with attached Engineer's Estimate of \$25,000 per month.
2. Request for Statement of Qualifications with attached Questionnaire ("RFQ")

The scope of work involves street sweeping of about 230 curb miles of streets and about 1.70 million square feet of parking lots. The estimated monthly cost is \$25,000.00 for these services. The contract is proposed to be for five years, unless earlier terminated, at a total cost of \$1,500,000 based upon 60 months at \$25,000 per month.

The proposed procedure will involve two steps. The first step will be the issuance of the Notice Requesting Statement of Qualifications and the Request for Statement of Qualification. City Staff will review the qualification packages, select contractors to submit proposals for the contract and announce the names of the selected contractors.

The second step will be City Staff submitting to the selected contractors a Request for Proposals which will include a proposed Contract, Specifications, Street Sweeping Schedule (seven sheets) and Street Sweeping Maintenance Maps (four sheets) and other information regarding the work. The responses to the Request for Proposals will be opened and read in public. City Staff will then review the proposals and make a recommendation to the City Council to award, or not award, a contract for this work.

John Ballas
January 15, 2015
Page Two

RECOMMENDED ACTION:

Authorize the issuance of an RFQ for contractors to submit responses to the RFQ for the work included in Contract No. CITY-1423, City of Industry Street and Parking Lot Sweeping

By: Eduardo Pereira Signature: 
Sr. Project Engineer

By: Joshua Nelson Signature: 
Project Manager

EP/JN:cl

NOTICE REQUESTING STATEMENT OF QUALIFICATIONS FOR:

**CITY OF INDUSTRY
PROJECT NO. 423**

CITY OF INDUSTRY STREET AND PARKING LOT SWEEPING

CONTRACT NO. CITY-1423

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive sealed Statement of Qualification packages from contractors for Contract No. CITY-1423 (hereafter "Contract") until **2:00 P.M.** on **FEBRUARY 10, 2015**, in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744.

Qualification instructions, questionnaire and description of the Contract work are available at the City Engineering office located at 255 North Hacienda Blvd., Suite 222, City of Industry, California 91744. Email transmittals of the qualification package may be made upon request - all requests shall be addressed to clira@cc-eng.com stating the company name, address, contact name, title and telephone numbers. All qualification packages will be evaluated by the City Staff and a list of contractors selected by the City Staff to submit proposals for the Contract will be announced on **FEBRUARY 16, 2015**.

SEALED PROPOSALS:

Thereafter, the City will receive sealed proposals from the selected contractors for the parking lot and street sweeping contract until **2:00 P.M.** on **MARCH 18, 2015**, in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744. All proposals will be opened and read in public immediately thereafter. If a sealed proposal is to be mailed, it must be mailed to the City Administrative Office, Post Office Box 3366, City of Industry, California 91744.

It is the responsibility of the proposer to be sure the sealed proposal is in the possession of the City Clerk, City of Industry, prior to the date and time indicated. Otherwise, the proposal will be rejected and not considered.

The Scope of Work is as follows: Weekly sweeping of city streets and parking lots billed on a monthly basis for a contract period of five (5) years. The proposed Contract No. City 1423, the Specifications, Street Sweeping Schedule (seven sheets) and Parking Lot Sweeping Schedule (four sheets), hereafter "Contract Documents", are available for inspection at the City Administrative Offices, and may be obtained with proposal forms at the City Engineering Offices located at 255 North Hacienda Blvd., Suite 222, City of Industry, California 91744.

The City of Industry will award the proposed Contract No. City 1423, if awarded, by negotiated contract pursuant to City of Industry Municipal Code, Section 3.52.120.

There is a non-refundable fee of **\$20.00** for each set of Contract Documents. No cash will be accepted. Checks should be made payable to the **CITY OF INDUSTRY**.

(Continued)

**CITY OF INDUSTRY
PROJECT NO. 423**

CITY OF INDUSTRY STREET AND PARKING LOT SWEEPING

CONTRACT NO. CITY-1423

By the order of the **CITY OF INDUSTRY**, dated **January 22, 2015**.

Jodi L. Scrivens - City Clerk



**REQUEST FOR
STATEMENT OF QUALIFICATIONS OF
CONTRACTORS FOR
STREET AND PARKING LOT SWEEPING
FOR THE
CITY OF INDUSTRY, CA FOR CONTRACT NO.
CITY-1423**

JANUARY 22, 2015

**REQUEST FOR STATEMENT OF QUALIFICATIONS OF CONTRACTORS
FOR STREET AND PARKING LOT SWEEPING CONTRACT FOR THE CITY OF
INDUSTRY, CA FOR CONTRACT NO. CITY-1423**

Notice is hereby given that the CITY OF INDUSTRY, hereinafter referred to as the CITY, will receive sealed Statement of Qualification packages from Contractors for Contract No. City-1423 (hereafter "Contract") until 2:00 P.M. on FEBRUARY 10, 2015, in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744.

Qualification instructions, questionnaire and description of the Contract work are available at the City Engineering office located at 255 North Hacienda Blvd., Suite 222, City of Industry, California 91744. Email transmittals of the qualification package may be made upon written request via email to clira@cc-eng.com stating the company name, address, contact name, title and telephone numbers. All qualification packages will be evaluated by the CITY Staff and a list of Contractors selected by the CITY Staff to submit proposals for the Contract will be announced on FEBRUARY 16, 2015. The decision by the CITY Staff on the Contractors that the CITY Staff will select to submit proposals for the Contract shall be within the sole and exclusive discretion of the CITY Staff.

It is mandatory that all Contractors who intend to submit a proposal for the Contract fully complete the qualification questionnaire, provide all materials requested herein, and be selected by the CITY to submit proposals for the Contract. No proposal will be accepted from a Contractor that has failed to comply with these requirements. The last date to submit a fully completed qualification package is 2:00 p.m. on February 10, 2015. Contractors are encouraged to submit qualification packages as soon as possible so that they may be notified, should the CITY choose to do so and time permitting, of omissions of information to be remedied prior to the deadline.

Answers to questions contained in the attached questionnaire are required. The CITY will use these documents in the process of selecting Contractors to submit proposal for the Contract. Contractors must have a minimum experience of three current municipal street sweeping contracts. The CITY reserves the right to check other sources available. The CITY's selection of Contractors will be based, in part, on response by the Contractor to this Request for Statement of Qualifications. The CITY's selection of Contractors will also be based on the CITY's prior experience with Contractor, the Contractor's performance of other CITY contracts, and Contractor's claims and litigation experience with the CITY and other municipalities.

While it is the intent of the documents required by this Statement of Qualifications to assist the CITY Staff in selecting Contractors to submit proposals for the Contract, the fact that a Contractor has been selected to submit a proposal will not preclude the CITY Staff, after the selection of contractors to submit proposals, from making a determination of whether a Contractor has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The CITY will award the Contract, if awarded, by negotiated contract, pursuant to CITY Municipal Code, Section 3.52.120.

The qualification packages should be submitted under seal and marked "CONFIDENTIAL" to:

City of Industry
Director of Public Works
15625 E. Stafford Street
City of Industry, CA 91744-0366

The qualification packages (questionnaire answers) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations. The names of Contractors submitting qualification packages shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the CITY and provide updated accurate information in writing, under penalty of perjury.

The CITY reserves the right, at its sole and exclusive discretion, to waive irregularities and omissions in the information contained in the qualification packages submitted, to make all final determinations and selection of Contractors to submit proposals for the Contract. The CITY reserves the right, at its sole and exclusive discretion and for its own convenience, to reject all qualification packages.

Contractors may submit qualification packages during regular working hours on any day that the offices of the City of Industry are open. Contractors who submit a complete qualification package will be notified of whether they have been selected to submit a proposal for the Contract no later than March 18, 2015. Contractors may be asked to schedule an interview in person or by conference call at any time during the review of the qualifications packages by the City.

The CITY may refuse to consider for selection a Contractor where the requested information and materials are not provided, or not provided by 2:00 p.m. on February 10, 2015. There is no appeal from a refusal to select a Contractor for an incomplete or late application. The decision of the CITY Staff on the selection of Contractors to submit proposals on the Contract is final, and there is no right to appeal.

* * * * *



QUALIFICATION QUESTIONNAIRE

**CITY OF INDUSTRY
STREET AND PARKING LOT SWEEPING
CONTRACT**

January 22, 2015

City of Industry

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on business license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Email Address: _____

Phone: _____ Fax: _____

Website: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Business License Number:

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 5, 6 or 7 is “yes.” If the answer to question 6 is “yes,” and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California business license for the service contract for which it intends to submit a proposal.
 Yes No

2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees

4. Has your business license been revoked at any time in the last five years?

Yes No

5. At the time of submitting this qualification statement, is your firm ineligible to bid on or be awarded a public works or public service contract, or perform as a subcontractor on a public works or public service contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

6. At any time during the last five years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding, bidding or performance of a government contract?

Yes No

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every street sweeping firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person’s Name	Street Sweeping Firm	Dates of Person’s Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every street sweeping company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Street Sweeping Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Social security number of company owner. _____
- 1c. Identify every street sweeping firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person’s Name	Street Sweeping Company	Dates of Person’s Participation with Company

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another street sweeping firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other street sweeping firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If “yes,” explain on a separate signed page.

5. State your firm’s gross revenues for each of the last three years:

6. How many years has your organization been in business in California under your present business name and license number? _____years.

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California business license numbers, classifications and expiration dates of the California business licenses held by your firm:

10. Has your firm changed names or license number in the past five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

11. Has any owner, partner or (for corporations) officer of your firm operated a street sweeping firm under any other name in the last five years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any business license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

If “yes,” please explain on a separate signed sheet.

Disputes

14. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any contract for any reason?

NOTE: “Associated with” refers to another street sweeping firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

15. In the last five years has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner and the basis for the finding by the public agency.

* * * * *

NOTE: The following three questions refer only to disputes between your firm and the entity which entered into a contract with your firm. You need not include information about disputes between your firm and another street sweeping company.

17. In the past five years has any claim **against** your firm concerning your firm’s work on any contract been **filed in court or arbitration?**

Yes No

If “yes,” on separate signed sheets of paper identify the claim(s) by providing the contract name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a municipality concerning work or payment for any contract and **filed that claim in court or arbitration?**

Yes No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. In the past five years has your firm been a party to any pending litigation in either court or arbitration.

Yes No

If “yes,” on separate signed sheets of paper identify the litigation by providing the project name, date of filing of the litigation, name of the entity (or entities) who are parties to the litigation, a brief description of the nature of the litigation, the court or arbitration forum in which the case was filed and a brief description of the status of the litigation (pending, or if resolved, a brief description of the resolution).

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to street sweeping?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

24. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

25. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

26. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the service provider, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

27. How often do you require documented safety meetings to be held for your employees and field supervisors during the course of a project?

28. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

29. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

PART III. MUNICIPAL STREET SWEEPING EXPERIENCE

30. Provide information about three municipal street sweeping contracts obtained within the last three years. **Contractors must have at least three current municipal street sweeping contracts.** Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

(1) Municipality _____

Contact (name and current phone number):

Total Value of Contract: _____

Period of Contract: _____

(2) Municipality _____

Contact (name and current phone number):

Total Value of Contract: _____

Period of Contract: _____

(3) Municipality _____

Contact (name and current phone number):

Total Value of Contract: _____

Period of Contract: _____

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____

Signature

Print Name

Print Title

CITY COUNCIL

ITEM NO. 6.2

MEMORANDUM

TO: John Ballas, City Engineer **DATE:** January 15, 2014
FROM: Eduardo Pereira
Joshua Nelson **PROJECT NO. :** CITY-1423
SUBJECT: Request for Proposal for the City of Industry Project No. CITY-1423

Attached for your consideration are the following documents for a 5-year street and parking lot sweeping contract:

1. Requests for Proposals.
2. Timeline
3. Estimate
4. Street Sweeping Maps (7 sheets)
5. Parking Lot Sweeping Maps (4 sheets).

The scope of work involves street sweeping of about 230 curb miles of streets and about 1.70 million square feet of parking lots. The estimated monthly cost is \$25,000.00 for these services. The contract is proposed to be for five years, unless earlier terminated, at a total cost of \$1,500,000 based upon 60 months at \$25,000 per month.

The proposed procedure will involve two steps. The first step will be the issuance of the Notice Requesting Statement of Qualifications and the Request for Statement of Qualification. City Staff will review the qualification packages, select contractors to submit proposals for the contract and announce the names of the selected contractors.

The second step will be City Staff submitting to the selected contractors a Request for Proposals which will include a proposed Contract, Specifications, Street Sweeping Schedule (seven sheets) and Street Sweeping Maintenance Maps (four sheets) and other information regarding the work. The responses to the Request for Proposals will be opened and read in public. City Staff will then review the proposals and make a recommendation to the City Council to award, or not award, a contract for this work.

John Ballas
January 15, 2015
Page Two

RECOMMENDED ACTION:

Authorize the issuance of an RFP for Contract No. CITY-1423, City of Industry Street and Parking Lot Sweeping to contractors selected following the RFQ process and approve the RFP.

By: Eduardo Pereira
Sr. Project Engineer

Signature: _____

By: Joshua Nelson
Project Manager

Signature: _____

EP/JN:cl

CITY OF INDUSTRY

REQUEST FOR PROPOSALS

STREET SWEEPING CONTRACT

CITY CONTRACT NO. 423

HAND DELIVERED RESPONSES:

City Administrative Office
15625 East Stafford Street
City of Industry, CA 91744

MAILED REPSONSES:

City Administrative Office
Post Office 3366
City of Industry, CA 91744

Advertisement Date: January 28, 2015

Proposal Submittal Deadline

MARCH 18, 2015 AT 2:00 P.M.

Request for proposal specifications and bid form
to be provided at meeting as a handout

City-1423 City of Industry Street and Parking Lot Sweeping

Item	Description	Date	No. of Days
1	Auth. for RFQ and RFP	Thursday, January 22, 2015	0
2	Advertise RFQ (Trade Journals and Newspaper)	Wednesday, January 28, 2015	6
3	Receive RFQ	Tuesday, February 10, 2015	13
4	Issue RFP to Qualified Bidders via email of Bid Documents - Plans and Specifications	Monday, February 16, 2015	6
6	Bid Date	Wednesday, March 18, 2015	30
7	Award	Thursday, March 19, 2015	<u>1</u>
		TOTAL	56

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. 423

CITY OF INDUSTRY STREET AND PARKING LOT SWEEPING

CONTRACT NO. CITY-1423

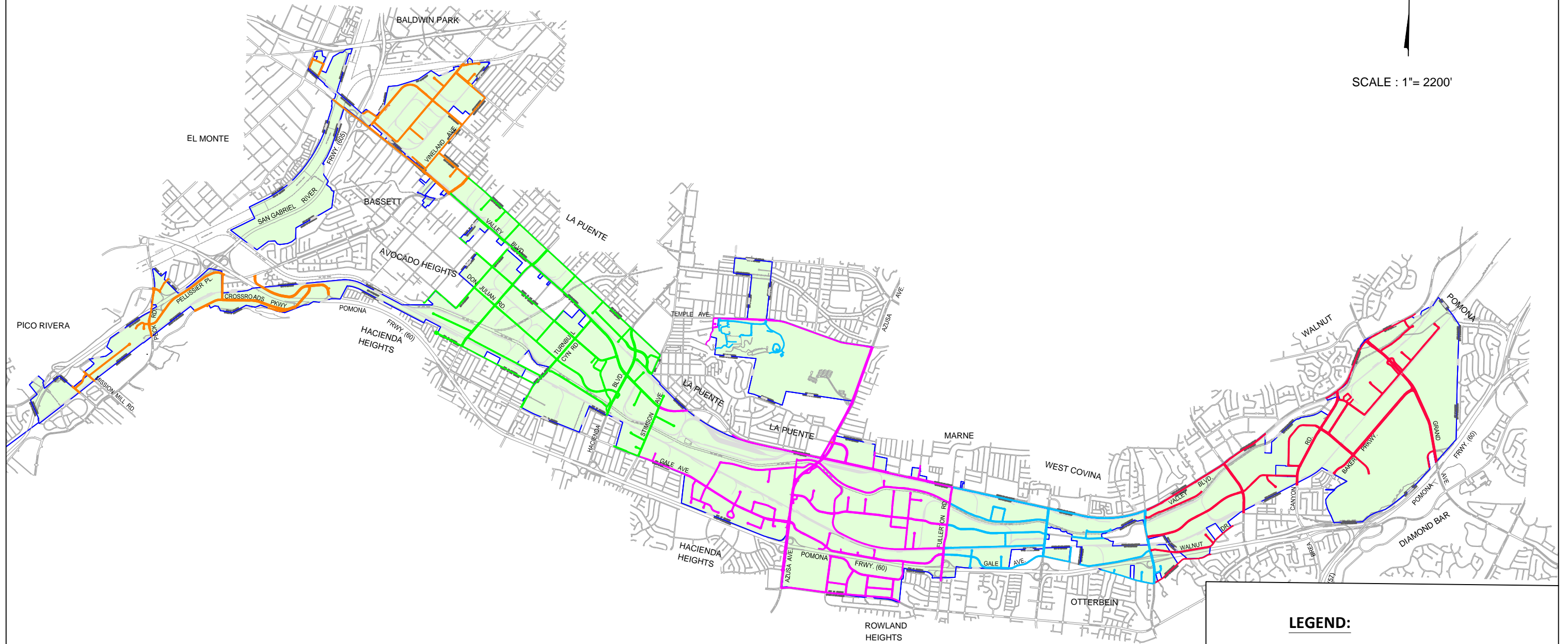
ENGINEER'S ESTIMATE

**\$25,000 Month
for five (5) years
\$1,500,000.00**

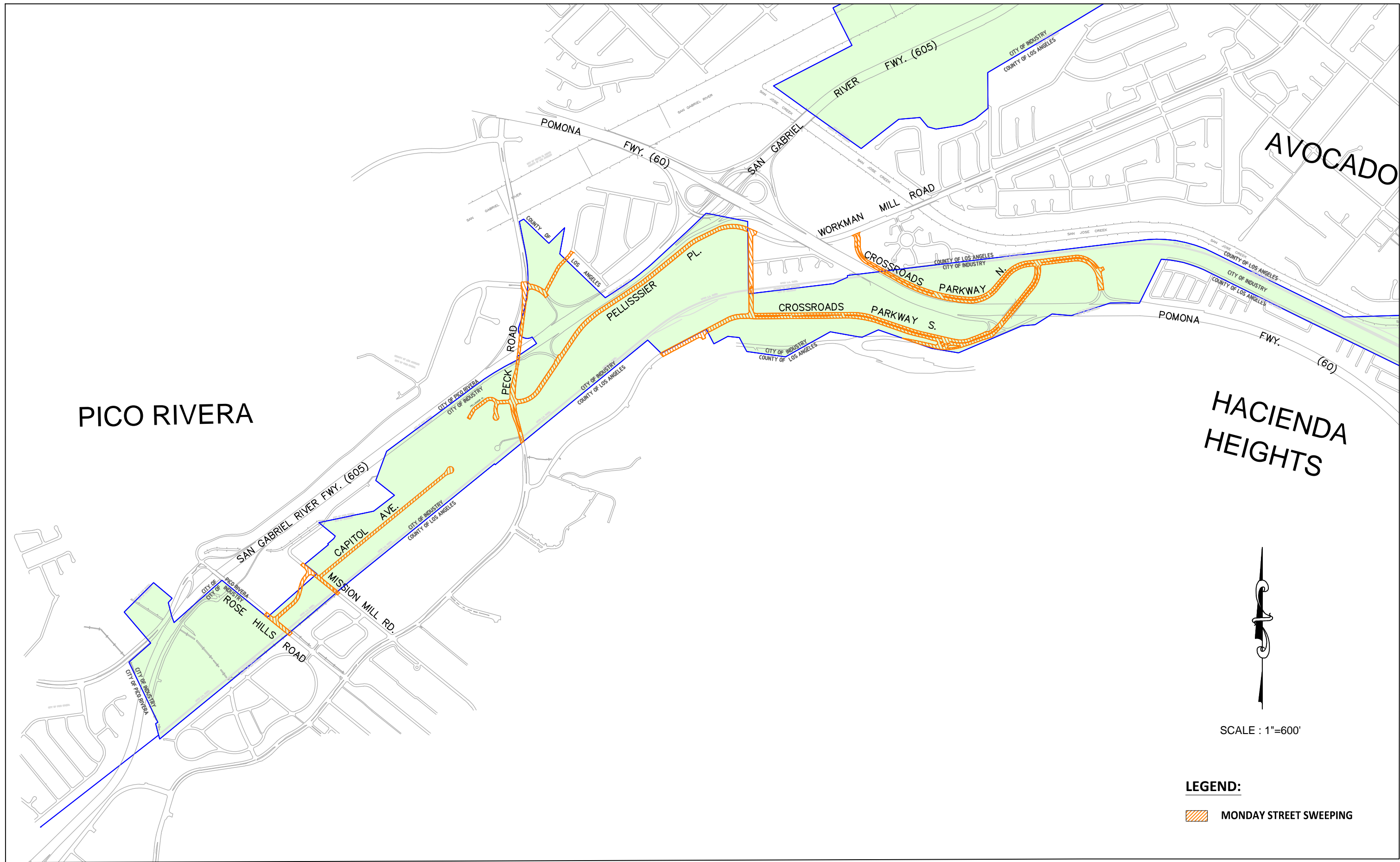
CITY OF INDUSTRY STREET SWEEPING SCHEDULE



SCALE : 1"= 2200'



- LEGEND:**
-  MONDAY STREET SWEEPING
 -  TUESDAY STREET SWEEPING
 -  WEDNESDAY STREET SWEEPING
 -  THURSDAY STREET SWEEPING
 -  FRIDAY STREET SWEEPING



PICO RIVERA

AVOCADO

HACIENDA HEIGHTS



SCALE : 1"=600'

LEGEND:

 MONDAY STREET SWEEPING

BALDWIN PARK

EL MONTE

BASSETT

AVOCADO HILLS

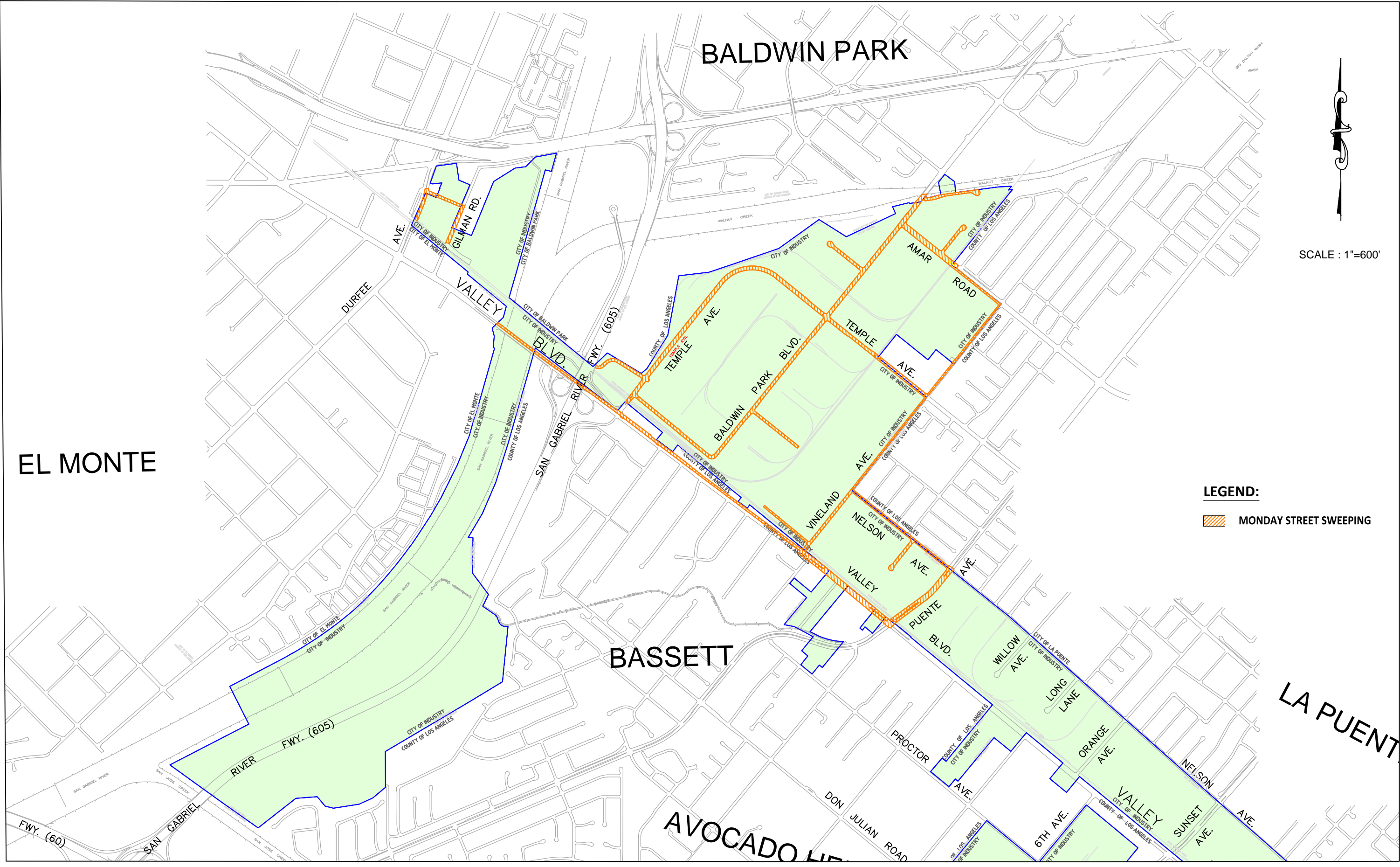
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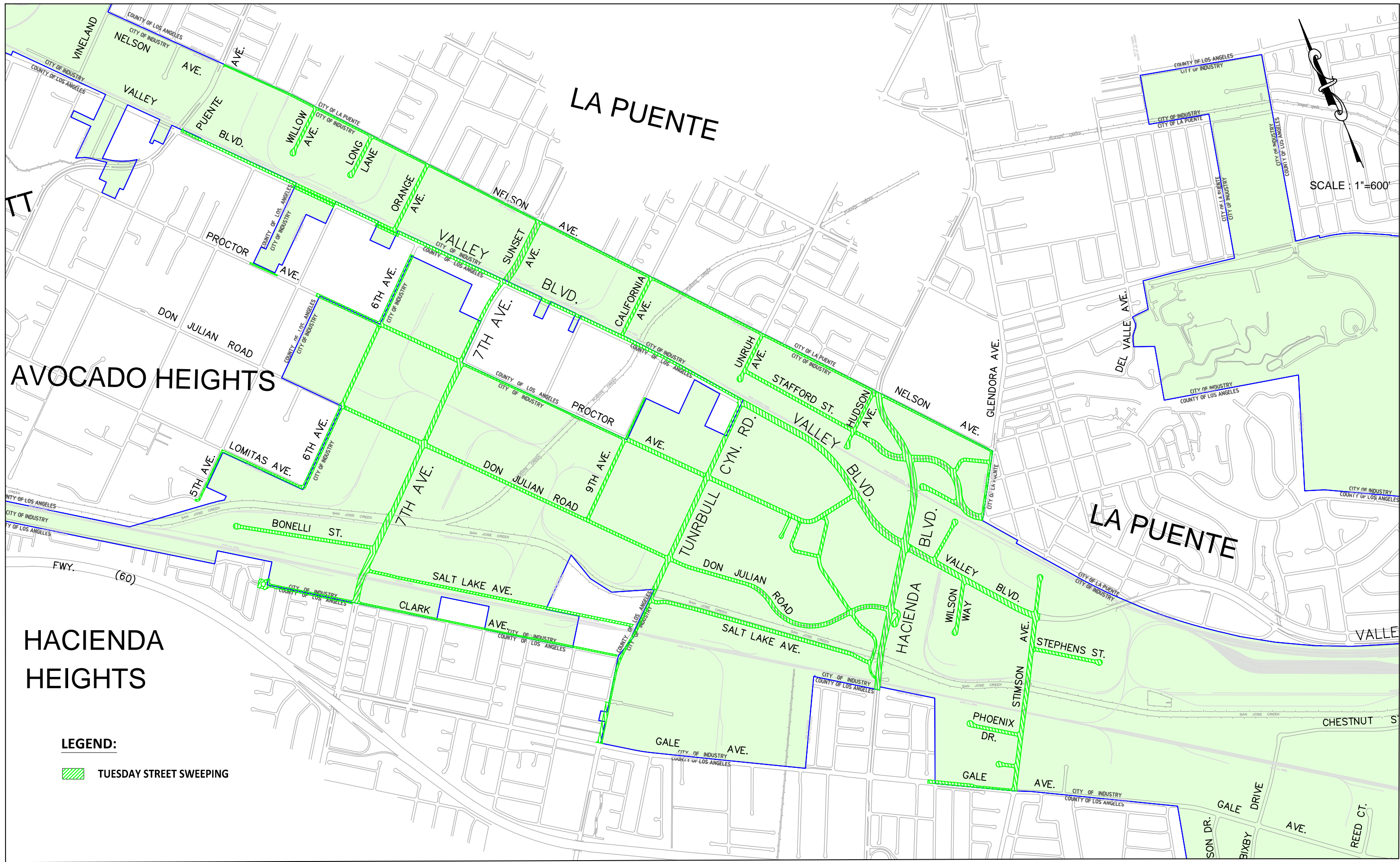


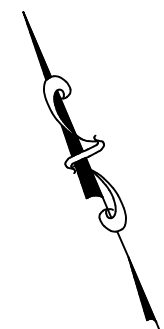
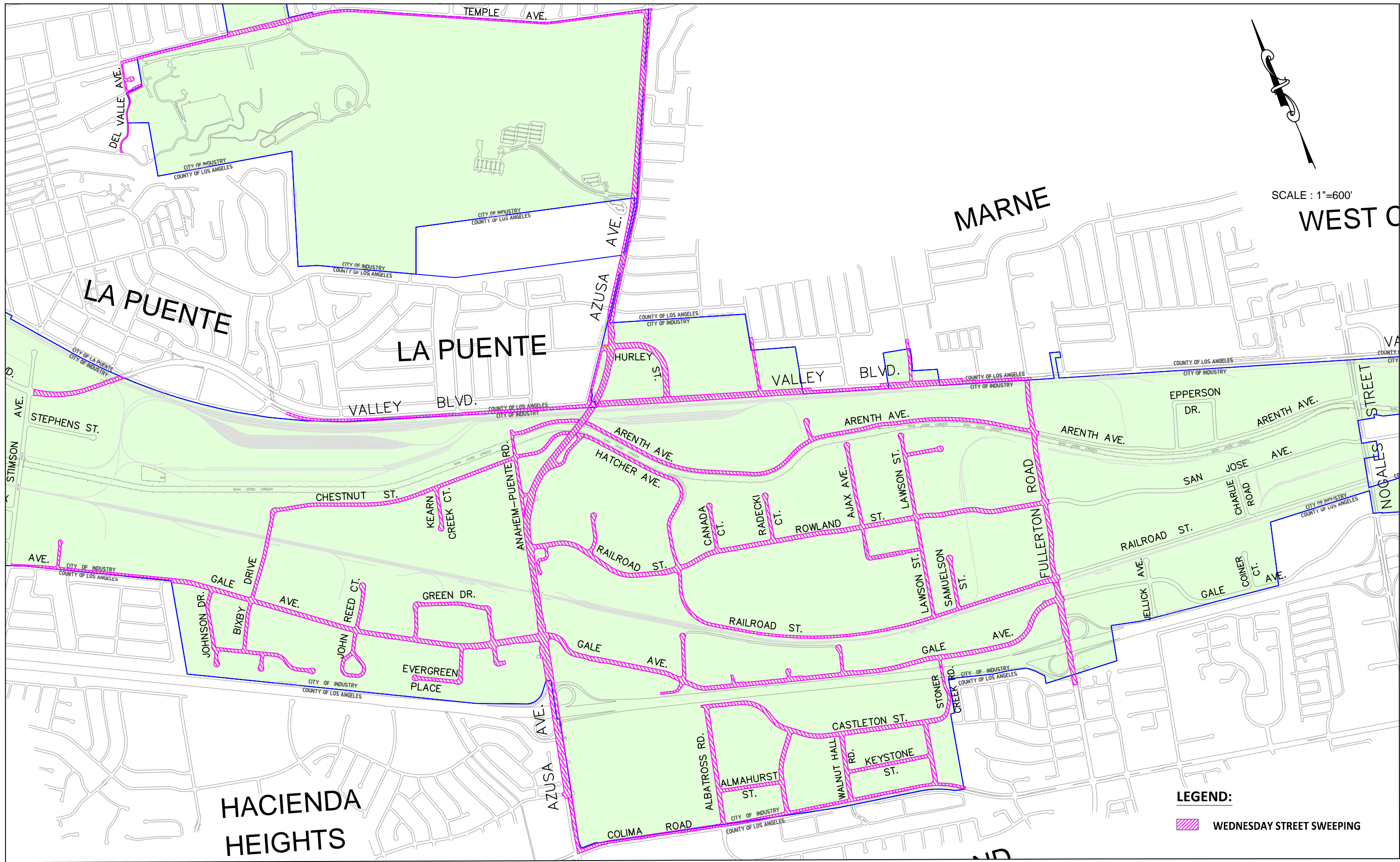
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LEGEND:

 MONDAY STREET SWEEPING





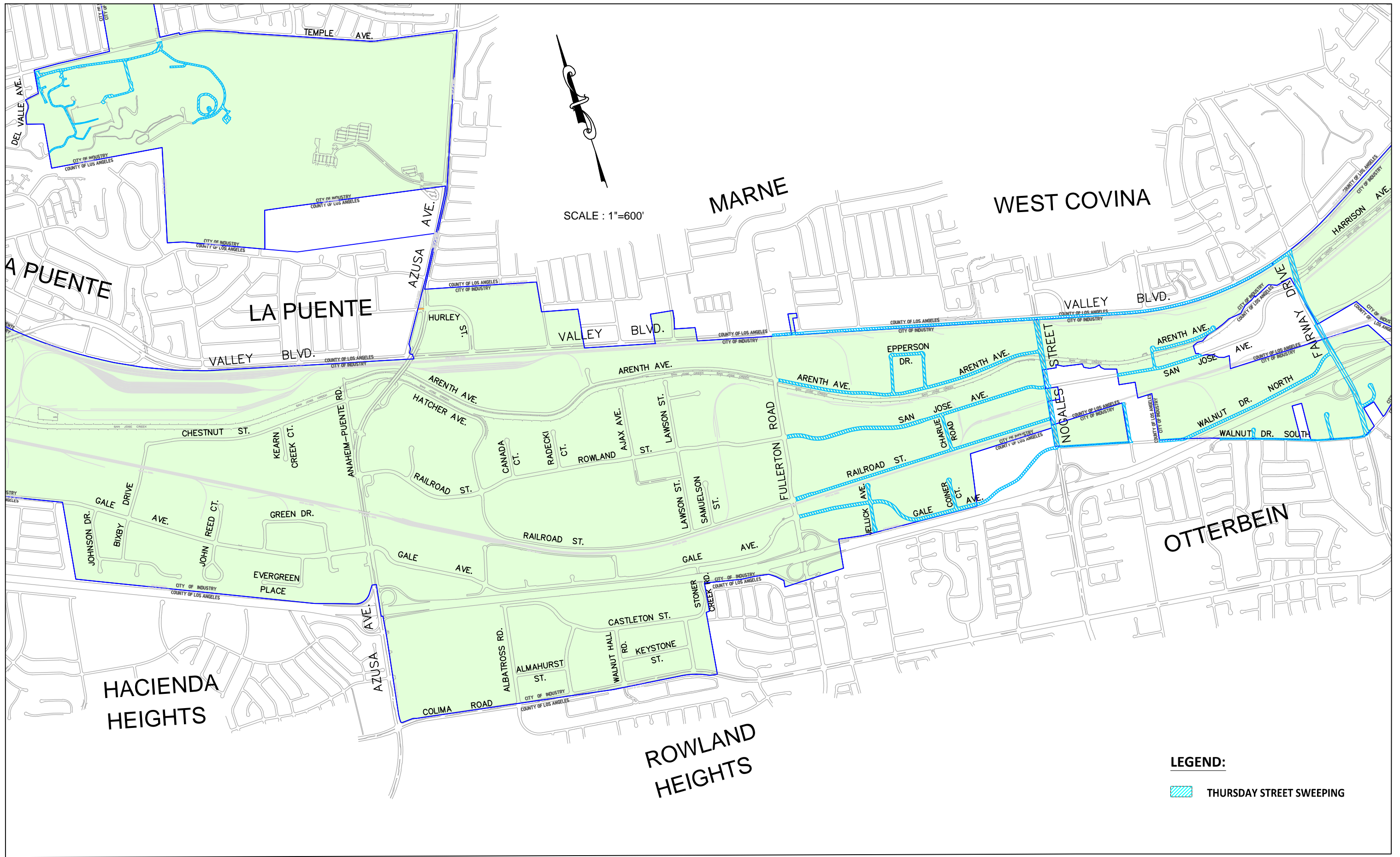


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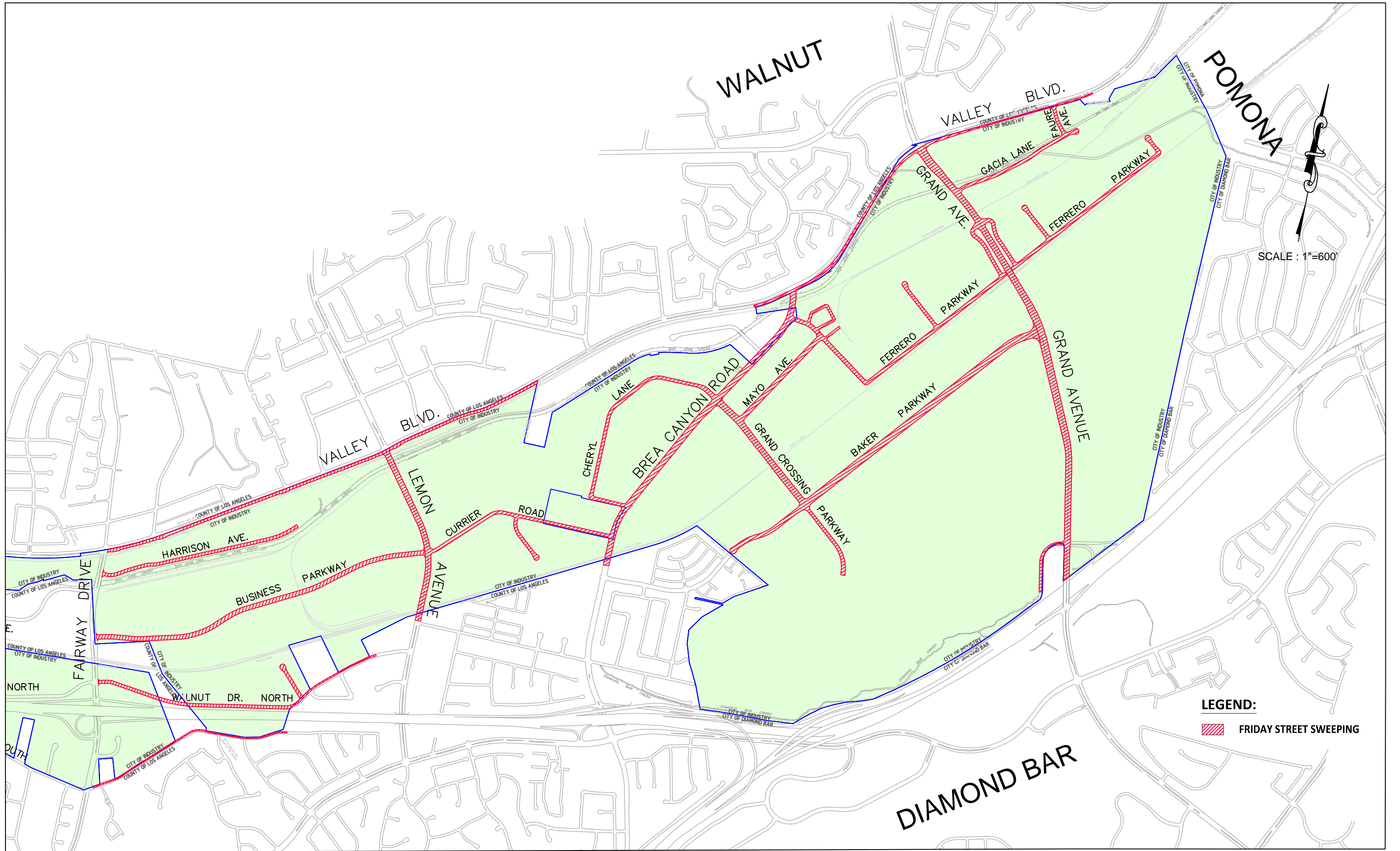
LEGEND:

 WEDNESDAY STREET SWEEPING



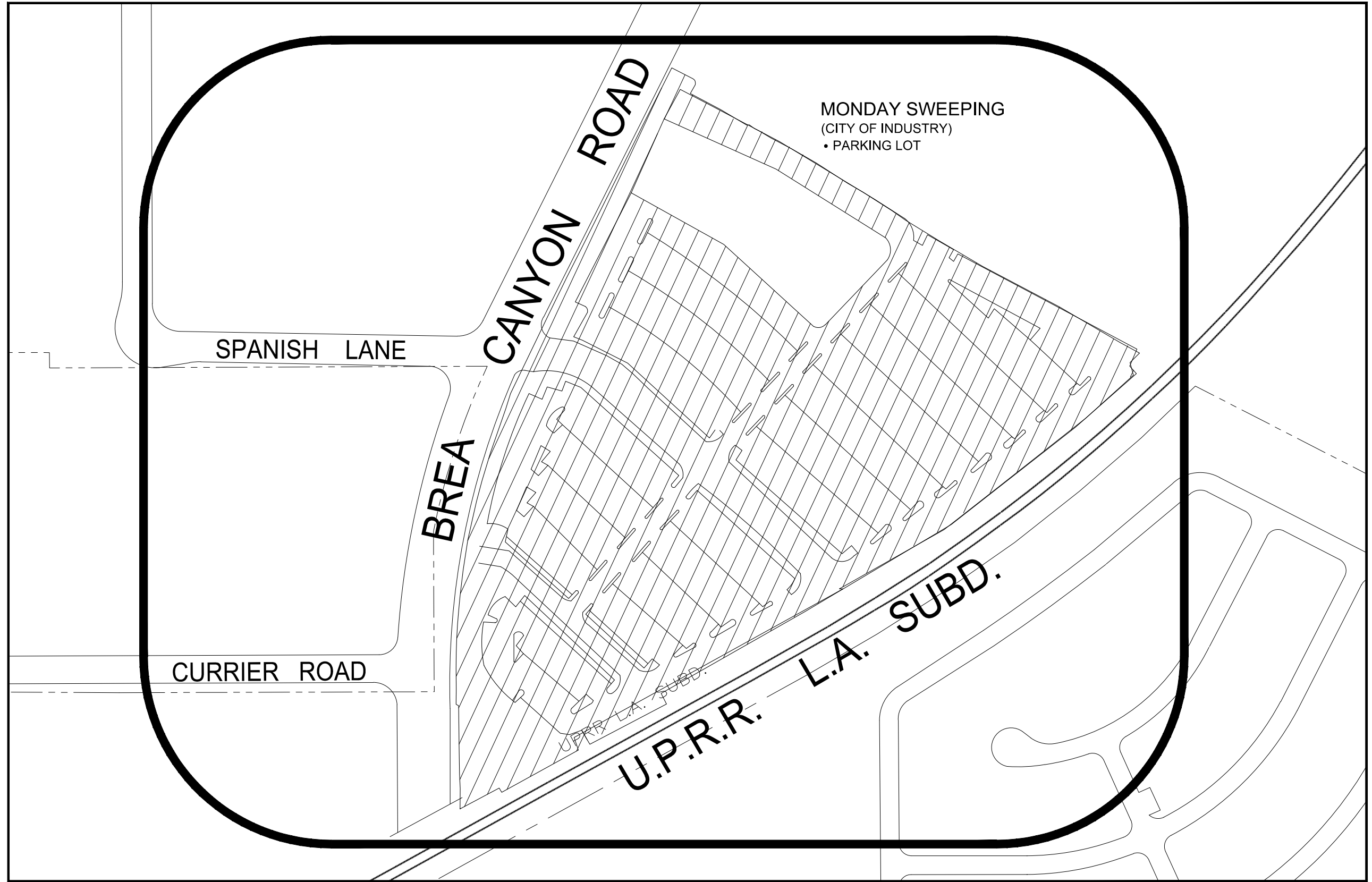
SCALE : 1"=600'

LEGEND:
 THURSDAY STREET SWEEPING



LEGEND:
 **FRIDAY STREET SWEEPING**

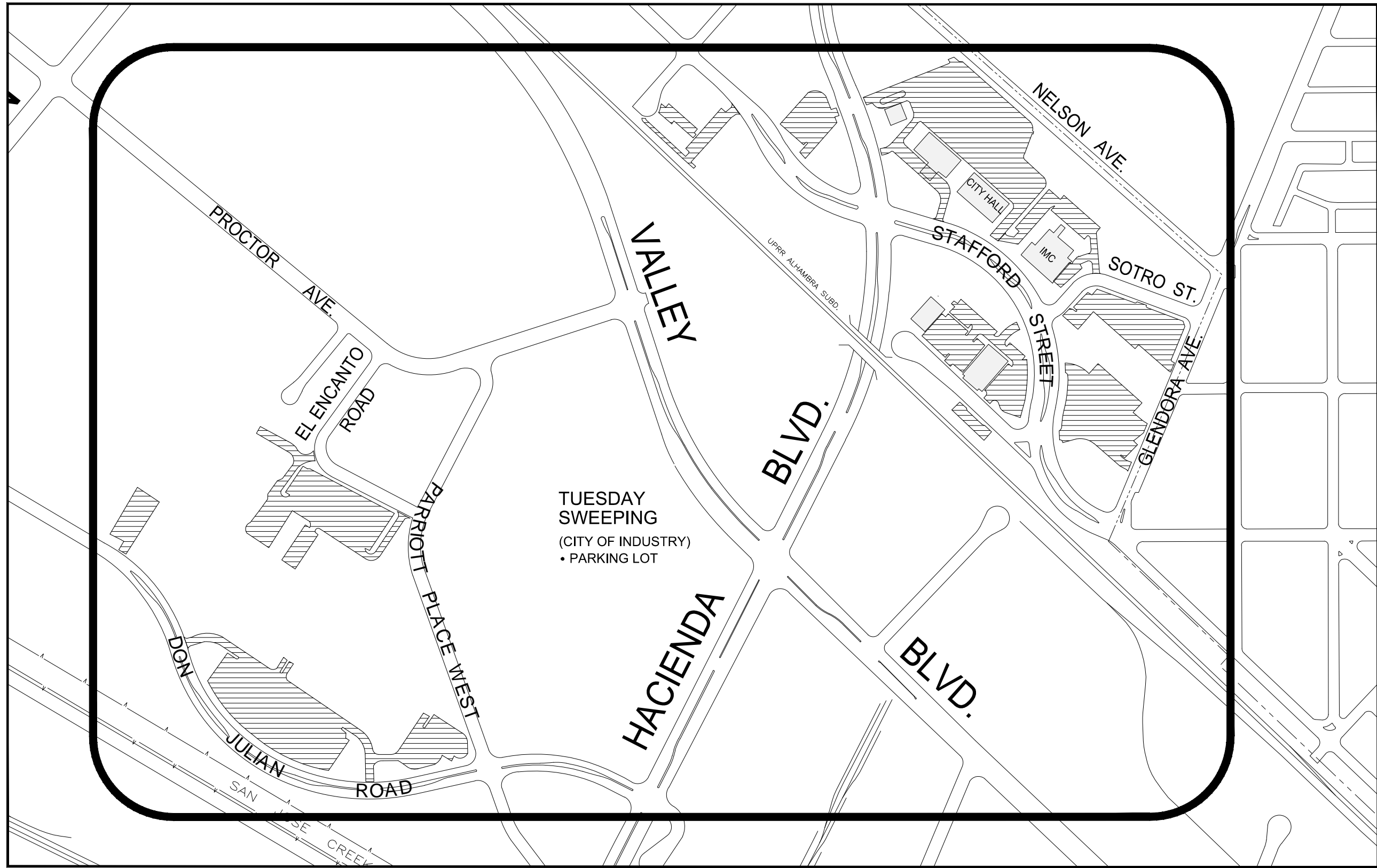
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NOT TO SCALE

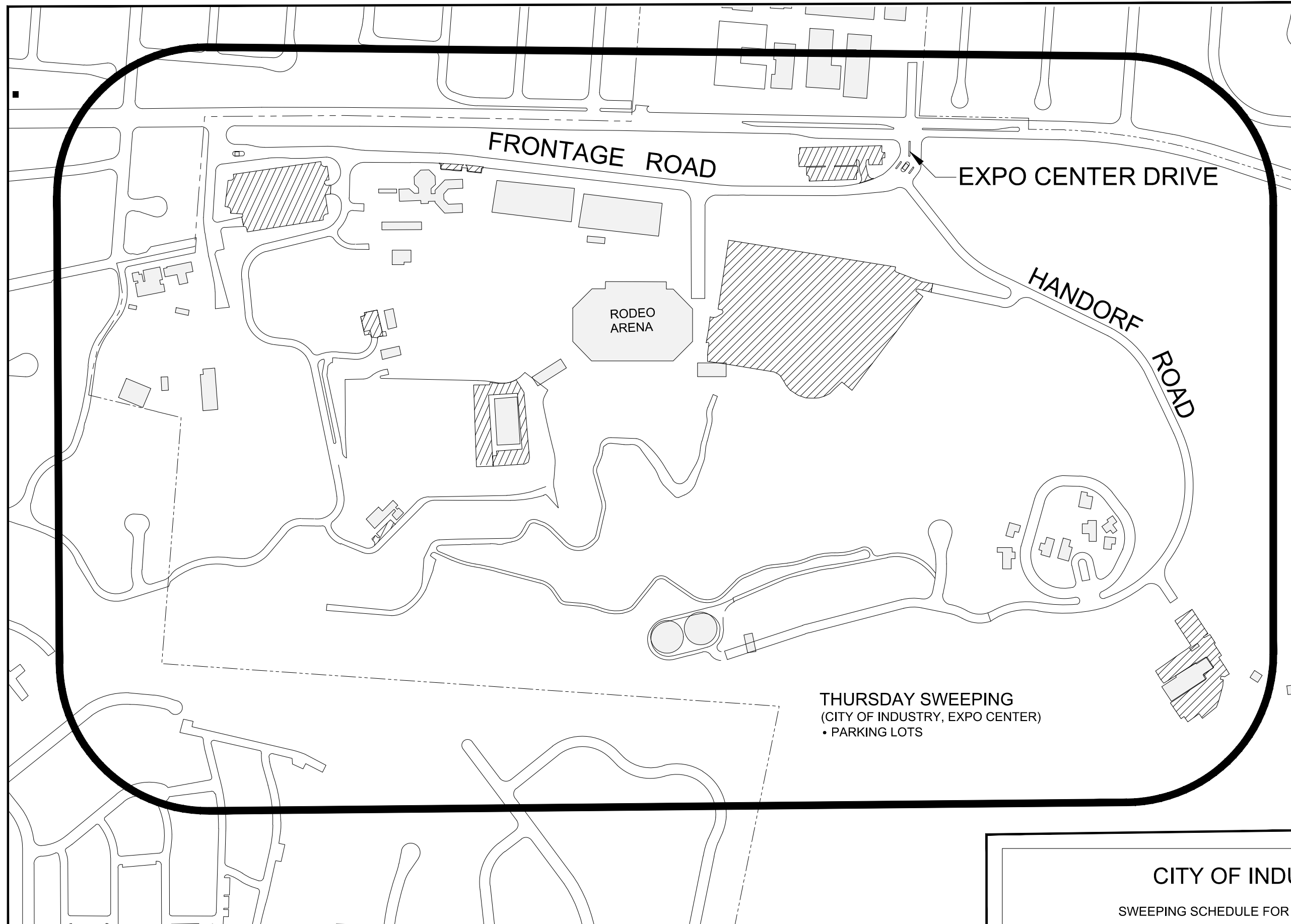
CITY OF INDUSTRY
 SWEEPING SCHEDULE FOR PARKING LOTS

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 NOT TO SCALE

CITY OF INDUSTRY
 PARKING LOT SWEEPING SCHEDULE



NOT TO SCALE

THURSDAY SWEEPING
(CITY OF INDUSTRY, EXPO CENTER)
• PARKING LOTS

CITY OF INDUSTRY
SWEEPING SCHEDULE FOR PARKING LOTS

CITY COUNCIL

ITEM NO. 6.2

HAND-OUT ITEM

CITY OF INDUSTRY

REQUEST FOR PROPOSALS

STREET SWEEPING CONTRACT

CITY CONTRACT NO. 1423

HAND DELIVERED RESPONSES:

**City Administrative Office,
15625 East Stafford Street
City of Industry, California 91744**

MAILED RESPONSES:

**City Administrative Office,
Post Office Box 3366,
City of Industry, California 91744**

Advertisement Date: January 28, 2015

Proposal Submittal Deadline:

MARCH 18, 2015 AT 2:00 P.M.

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE – NOTICE OF REQUEST FOR PROPOSALS:.....	3
SECTION TWO – TERMS AND CONDITIONS:.....	4
SECTION THREE – PROPOSAL FORMS.....	7
FORM 1: PROPOSAL FORM	8
FORM 2: PRICES FOR SWEEPING SERVICES.....	9
FORM 3: CURRENT MUNICIPAL STREET SWEEPING CUSTOMERS	10
Sweeping Contract – City Contract No. 1423.....	Exhibit 1
Exhibit A – Contract Work	
Exhibit B – Street Sweeping Schedule	
Exhibit C – Parking Lot Sweeping Schedule	
Exhibit D - Compensation	
Exhibit E – Rule 1186 of the South Coast Air Quality Management District	

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

SECTION ONE – NOTICE OF REQUEST FOR PROPOSALS:

NOTICE IS HEREBY GIVEN that the City of Industry ("City") is issuing this Request for Proposals ("RFP") for the purpose of seeking to award a contract for Street Sweeping Services. A copy of the proposed Contract for the Street Sweeping Services is attached to this RFP as Exhibit "1" (hereafter "Contract"). The Contract provides a description of the services and other terms and conditions relating to the Street Sweeping services.

The deadline for submitting proposals is March 18, 2015 at 2:00 p.m. No proposal will be considered unless it is made on Proposal Forms furnished by the City. Any proposal received after the submittal deadline shall be returned unopened. Any proposal submitted by a contractor that has not been selected by City Staff to submit a proposal shall be returned unopened. Proposals must be received by the City by deadline by the following means:

HAND DELIVERED RESPONSES:

City Administrative Office,
15625 East Stafford Street
City of Industry, California 91744.

MAILED REPONSES:

City Administrative Office,
Post Office Box 3366,
City of Industry, California 91744

Any proposal not received prior to the time set forth in this RFP (or an addendum) will be disqualified and the proposal will be returned to the sender unopened.

Proposals will be opened publicly and read and thereafter evaluated by the City staff. The City reserves the right to cancel the RFP and to modify any or all terms and conditions of the RFP, including minimum requirements. The City will award the Contract, if awarded, by negotiated contract, pursuant to CITY Municipal Code, Section 3.52.120.

The City hereby notifies all proposers that it will affirmatively ensure that the Contract entered into pursuant to this advertisement, or opportunity to submit proposals in response to this invitation, will not be discriminated against on the grounds of race, color, or sex, or national origin in consideration for an award.

To obtain a copy of the RFP, send an email to clira@cc-eng.com or telephone at 626.333.0336.

Dated this ____ day of January 2015.

Kevin Radecki, City Manager
City of Industry

END OF SECTION

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

SECTION TWO – TERMS AND CONDITIONS:

1. INTRODUCTION:

The City of Industry is seeking proposals from contractors selected by the City Staff to submit proposals for the Street Sweeping Contract. The terms and conditions for the Contract are described in the Contract attached to this RFP as Exhibit "1" and the Exhibits to the Contract.

2. DEFINITIONS:

The forms required in Section Four, "Proposal Forms", and any and all attachments which are submitted in response to this RFP will be hereinafter collectively referred to as "Proposal". The person, firm or corporation submitting the Proposal will be hereinafter referred to as "Proposer". All times are local (Pacific Standard) times.

3. PROPOSAL AND AWARD TIMELINE: -- SUBJECT TO CHANGE

ITEM	DESCRIPTION	DATE	NO. OF DAYS
1	Auth. For RFQ and RFP	Thursday, January 22, 2015	0
2	Advertise RFQ (Trade Journals and Newspaper)	Wednesday, January 28, 2015	6
3	Receive RFQ	Tuesday, February 10, 2015	13
4	Issue RFP to Selected Contractors via email	Monday, February 16, 2015	6
5	Date to submit Proposals	Wednesday, March 18, 2015	30
6	Award	Thursday, March 19, 2015	1
		TOTAL	56

4. PROPOSAL FORMAT:

Three (3) copies of the Proposal and any related information are required. The three Proposal copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer, and bear the words, "Proposal for City of Industry Street Sweeping Contract". Responses are to comply with the requirements detailed in this RFP. Incomplete proposals may be rejected. Proposals lacking proper quantity of copies, or other process or content errors or deficiencies may also constitute cause for rejection.

5. OPENING OF PROPOSALS:

Proposals will be opened publicly and announced by City Staff at the time of opening the proposals. The proposals will be reviewed by City Staff. Once a Proposal has been submitted, it will not be returned.

6. SELECTION FACTORS

The Contract will be awarded, if awarded, to the Proposer who best meets the needs of the City as determined in the sole and exclusive discretion of the City. Factors in the selection of the Proposer will include, but not be limited to, the City's prior experience with Contractor, the Contractor's performance of other City contracts, the Contractor's claims and litigation experience with the City and other municipalities and the City's determination with regard to the Contractor's quality, fitness, capacity and experience to satisfactorily perform the proposed work and the Contractor's trustworthiness. Contractors must have a minimum experience of three current municipal street sweeping contracts.

7. RIGHT OF REJECTION BY CITY:

The City expressly reserves the right, in its sole discretion, to reject all Proposals and solicit, or not solicit, new Proposals with modified terms and conditions. In the event of such rejection, the City will not be liable for any costs incurred in conjunction with the preparation and submittal of a Proposal. The City also reserves the right to waive informalities in conjunction with the Proposal.

8. INTERPRETATION:

If any person contemplating a Proposal for the proposed Contract is in doubt as to the true meaning of any requirements of this RFP, the Proposer may submit to the City a written request (email is acceptable) for an interpretation or correction thereof. All timely requests submitted in writing will receive a written response from the City. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made by addenda with a copy of each addenda being furnished, through the City, to each prospective Proposer.

Questions concerning the Proposal Form or documents shall be directed to Eduardo Pereira at CNC Engineering, Telephone: (626) 333-0336 or email to epereira@cc-eng.com. Telephone communication with City Staff will not be permitted. Requests for interpretation of the RFP should be emailed to Eduardo Pereira at epereira@cc-eng.com or faxed to (626) 369-4306. The deadline to submit requests

for interpretation is March 11, 2015 at 5:00 pm.

9. WITHDRAWAL OF PROPOSALS:

All Proposals will be firm offers, and may only be withdrawn prior to the deadline for submission of proposals.

10. COMPLIANCE WITH ALL LAWS

Proposer will comply with all Federal, State, County, City and Special City Laws, Ordinances, and Regulations which are applicable.

11. FAILURE TO ACCEPT CONTRACT:

The Proposer to whom award is made will execute a written Contract with the City within reasonable period of time after notice of the award has been sent by mail or email to the address given in the Proposal Form. If, at its sole discretion, the City determines that substantial progress is not being made towards mutual agreement on the Contract within a reasonable period of time, the City may elect to rescind the award and award the Contract to the next Proposer who best meets the needs of the City and will fulfill the terms and conditions of the Proposal. If no other Proposal meets the needs of the City, the City may elect, in its sole and exclusive discretion, to reject all Proposals and issue a new RFP with modified terms and conditions.

12. ASSIGNMENT OF CONTRACT:

No assignment by the Proposer of any Contract to be entered into in accordance with the RFP and these instructions or any part thereof, or of funds to be received thereunder, will be recognized by the City unless the City has had notice of such assignment in writing and the City has consented thereto in writing which consent shall be in the sole and exclusive discretion of the City. This will not be deemed to apply to an assignment by way of security.

13. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

No person, firm or corporation will be allowed to make, or file, or be interested in more than one Proposal, unless alternate Proposals are specifically requested. A person, firm or corporation that has submitted a subcontract to a Proposer or that has quoted prices of materials to a Proposer is not hereby disqualified from submitting a subcontract or quoting prices to other Proposers.

14. PUBLIC RECORDS ACT:

Responses to this RFP become the exclusive property of the City. At such time as the selected Proposal is recommended to the City's Board of Directors and said staff report appears on the Board's agenda, all Proposals will be treated as public records and will be subject to the Public Records Act.

END OF SECTION

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

SECTION THREE – PROPOSAL FORMS

1. PROPOSAL FORMS:

The Proposal Forms ("Forms") included in this section are to be filled out and submitted to the City in their entirety:

- Form 1: Proposal Form
- Form 2: Price for Sweeping Services
- Form 3: Current Municipal Street Sweeping Customers

2. COMPLETION OF FORMS

- a. All blank spaces in Forms must be filled in.
- b. All Forms shall be signed by an authorized representative of the Proposer.
- c. If erasures or changes are made on either Form, they must be initialed by the Proposer.
- d. Alternate Proposals will not be considered unless specifically requested.
- e. No oral or telephone modifications will be considered.

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

FORM 1: PROPOSAL FORM

TO: HAND DELIVERED RESPONSES:

**City Administrative Office,
15625 East Stafford Street
City of Industry, California 91744**

MAILED REPOSESES:

**City Administrative Office,
Post Office Box 3366,
City of Industry, California 91744.**

This is to certify that I have carefully reviewed the City's Request for Proposals for Street Sweeping Contract No. 1423 and the Contract attached as Exhibit 1 and to Request for Proposals and all the Exhibits to the Contract. Therefore, I, the undersigned, as the authorized representative of the Company listed below, hereby agree that if the Company is proposed to be awarded the Contract by that City that the Company will provide the services described in the Contract attached as Exhibit 1.

The undersigned states that this is a genuine Proposal, no collusion with any other person has occurred, nor has this Proposal been submitted in the interest of any other person, nor has anyone been induced to submit a sham Proposal or to refrain from proposing.

In submitting this Proposal, I agree to hold my price open for a period of sixty (60) days following the Proposal submittal deadline.

Company Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Mailing Address: _____

City, State, Zip: _____

Name and Title: _____

Signature: _____

Date: _____

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

FORM 2: PRICES FOR SWEEPING SERVICES

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
1.	Streets	60	MO.		
2.	Parking Lots	60	MO.		
	GRAND TOTAL				

NOTE:

The City has calculated the street sweeping work to be 210 curb miles and the parking lot work to be 1.84 million square feet. The Contract attached to this RFP as Exhibit 1 has compensation set forth in Exhibit D which allows the City to:

1. Add or subtract street sweeping work on a curb mile basis.

The City will divide the Unit Price for the Streets work by 210 to determine the per mile cost that will be used by the City in calculating additional compensation or a reduction in compensation.

2. Add or subtract parking lot work on a square foot basis

The City will divide the Unit Price for the Parking Lots work by 1.84 million to determine the per square foot cost that will be used by the City in calculating additional compensation or a reduction in compensation.

Company Name: _____

Name and Title: _____

Signature: _____

Date: _____

**CITY OF INDUSTRY
REQUEST FOR PROPOSALS
STREET SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

FORM 3: CURRENT MUNICIPAL STREET SWEEPING CUSTOMERS

List three current municipal street sweeping customers of your Company and the information requested below for each customer listed and sign this Form.

1. Municipality:

Contact Person:

Address:

City, State, Zip:

Phone:

Email:

2. Municipality:

Contact Person:

Address:

City, State, Zip:

Phone:

Email:

3. Municipality

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Company Name: _____

Name and Title: _____

Signature: _____

Date: _____

END OF SECTION

**CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

This Street Sweeping Contract ("Contract"), made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between the CITY OF INDUSTRY, a municipal corporation, ("CITY"), and _____, address, a corporation, ("CONTRACTOR"). CITY and CONTRACTOR may be collectively referred to as the "Parties".

In consideration of the terms, covenants and conditions hereinafter set forth in this Contract, the Parties hereto do mutually agree as follows:

1. TERM OF CONTRACT

This Contract shall be for a period of five years commencing on the ____ day of _____ 2015 and ending on the _____ day of _____ 2020, unless sooner terminated as hereinafter provided.

2. SCOPE OF WORK

A. The work to be performed by the CONTRACTOR under this Contract is set forth Exhibit "A" to this Contract ("Contract Work").

B. The Contract Work is further described in the Street Sweeping Schedule attached as Exhibit "B" to this Contract and the Parking Lot Sweeping Schedule attached as Exhibit "C" to this Contract.

C. The CONTRACTOR shall also provide revised sweeping services when requested to do so in writing by the CITY Director of Public Works as referenced in Section 3B of this Contract.

3. COMPENSATION

A. Contract Work

Subject to Section 3B of this Contract, for all of the services which the CONTRACTOR is obligated to perform under the terms of this Contract ("Contract Work"), the City shall pay to the CONTRACTOR the sum each month as specified in Exhibit D to this Contract, payable on or before the fifteenth day of each month next succeeding the month during which the service was performed, and continuing thereafter during the term of this Contract unless sooner terminated.

EXHIBIT "1"

B. Revised Work

The City has calculated the street sweeping work to be 210 curb miles and the parking lot work to be 1.84 million square feet. The CONTRACTOR understands and agrees that the City may revise the work ("Revised Work") by adding or subtracting Contract Work for street sweeping and/or parking lot sweeping upon 30 (thirty) calendar days written notice to the CONTRACTOR based upon the following formula as reference in Exhibit D to this Contract:

- (1) Add or subtract street sweeping work on a curb mile basis.

The City will divide the Unit Price submitted by the CONTRACTOR in its response to the Request for Proposals for the Streets work by 210 to determine the per curb mile cost that will be used by the City in calculating additional compensation or a reduction in compensation. For purposes of this Contract and the Exhibits thereto, the term "curb mile" shall mean: (1) raised street curbs; (2) median curbs and (3) painted medians without curbs.

- (2) Add or subtract parking lot work on a square foot basis

The City will divide the Unit Price submitted by the CONTRACTOR in its response to the Request for Proposals for the Parking Lots work by 1.84 million to determine the per square foot cost that will be used by the City in calculating additional compensation or a reduction in compensation.

4. INCREASES IN COMPENSATION

The Parties recognize that increases in compensation to the CONTRACTOR due to increases in the cost of living are reasonable and foreseeable. It is therefore agreed the above-stated monthly compensation for Contract Work only shall be subject to a percentage adjustment commencing July 1, 2016, and on each July 1 thereafter, in an amount equal to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index July to July".

5. TRUCKS AND EQUIPMENT

The CONTRACTOR agrees that all labor, material, equipment, supplies and facilities necessary and proper to perform this Contract shall be furnished by CONTRACTOR at its sole cost and expense. Adequate back-up equipment must be available at all times to service the CITY. CONTRACTOR further agrees as follows:

A. Equipment Standards

All trucks and equipment shall be maintained by the CONTRACTOR in good mechanical condition, be neatly painted, and meet other reasonable standards as may be established by the Director of Public Works. The trucks' sides and covers shall be so constructed, used and maintained, that debris will not blow, fall or dislodge out of

said truck into the street at any time. The bodies of the equipment shall be watertight and equipped with close-fitting metal covers.

B. Operation of Vehicles

All vehicles shall be operated in conformance with the California Vehicle Code and all other federal, state, county and local laws, regulations and ordinances governing the operation of motor vehicles on public and private streets.

C. Maintenance

CONTRACTOR shall institute a complete and comprehensive system of preventive maintenance. All vehicles shall be kept lubricated, in good repair, clean and free of odor. The City may conduct an annual inspection, at which time a complete inspection of CONTRACTOR'S vehicles shall be made, at CONTRACTOR'S cost, by CITY or by inspection authorities designated by CITY. CONTRACTOR shall at all times comply with all California State, Los Angeles County and local applicable safety, noise and smog control laws, regulations and ordinances. Should any inspection by the State, County or local authorities disclose safety defects in vehicles being used by CONTRACTOR under this Contract, CONTRACTOR shall be given two weeks' notice by CITY to remedy such defects. In no case shall CONTRACTOR use any vehicle the CITY that is known or should reasonably be known by CONTRACTOR to be unsafe for use. CONTRACTOR further agrees to submit to regular California Highway Patrol inspections as required and to provide the Director of Public Works with all documentation pertaining to the maintenance of its trucks and equipment including inspections thereof by the California Highway Patrol upon request. In addition to an annual inspection, the CITY shall have the right to inspect any truck at any time on reasonable notice.

D. Environmental Standards

- (1) Noise. No noise shall be generated which causes excessive irritation to residents. Noise Levels produced that exceed background (ambient noise), including traffic, by 10 db (A) measured at the nearest residential unit shall be classified as excessive. Vehicles must also conform to standards of the State of California as they relate to noise abatement. Equipment must be updated to eliminate noise as the "state of the art" develops with special devices or methods that can be adapted to existing equipment.
- (2) Air Quality and Odors. Any operation or activity which causes the release of air contaminants or foul odors exceeding reasonable standards associated with solid waste collection and recycling shall be abated. The CONTRACTOR shall comply with all applicable laws, rules and regulations, including those promulgated by the South Coast Air Quality Management District (SCAQMD) including,

but not limited to, Rule 1186 attached as Exhibit E to this Contract, as may be amended from time to time.

- (3) Release of Hazardous Materials. Any operation or activity, including accidental spills or equipment malfunctions which result in the release of any hazardous substance including, but not limited to, hydraulic fluid, coolant, gasoline or diesel fuel, or oil, shall be immediately contained by the CONTRACTOR to prevent said spill from propagating on the street, in the gutters, or in the storm drain. The CONTRACTOR shall immediately notify the CITY when such event occurs. The CONTRACTOR shall carry at all times, on all trucks used within the city, the proper absorbent materials and equipment necessary to contain such a release. The CONTRACTOR shall, at his sole expense, clean and abate any such release to the satisfaction of the controlling governmental authority.

6. LIABILITY, INDEMNIFICATION, DUTY TO DEFEND

CONTRACTOR agrees to reimburse, defend and indemnify, and save the CITY, the City Council, its officers and employees free and harmless from any claims, suits or actions brought by any person or persons, including CONTRACTORS' agents or employees, subcontractors or agents or employees thereof, for or on account of any injury or damage sustained because of or arising out of the services performed by CONTRACTOR herein. CONTRACTOR waives, as consideration of this Contract, any right it may have to seek indemnity or other relief against CITY by reason of any judgment against it or payment by it because of any such claim, suit, accident or occurrence.

The provision herein contained requiring CONTRACTOR to defend the CITY, its officers and employees, means and includes the reimbursement to the CITY and all officers and employees thereof, of all costs and expenses incurred by the CITY in investigating or defending any claims filed against the CITY arising out of the performance of this Contract by CONTRACTOR. CONTRACTOR agrees to pay for the defense, or to provide at the option of the CITY, when demanded by the CITY, defense counsel and/or investigators to defend the CITY.

7. INSURANCE

Prior to the beginning of and throughout the duration of the Contract, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this Contract and which is applicable to a given loss, will be available to CITY.

CONTRACTOR shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance.

CONTRACTOR shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate, and include property damage (all risk) of no less than \$500,000.

B. Workers' Compensation

The CONTRACTOR shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

C. Business Auto Coverage

The CONTRACTOR shall use an ISO Business Auto Coverage form CA 00 01 with a minimum limit of \$5,000,000 per accident, combined single limit. If CONTRACTOR or CONTRACTOR'S employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

D. Excess or Umbrella Liability Insurance (Over Primary)

If Excess or Umbrella Liability is used to meet limit requirements, the CONTRACTOR shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a "drop down" provision with a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein.

E. Stipulations Regarding Insurance and Indemnity

CONTRACTOR agrees to endorse third party liability coverage required herein to include as additional insureds CITY, its officials, employees and agents, using ISO endorsements CG 20 10 11 85. CONTRACTOR also agrees to require all CONTRACTORS, subcontractors, and anyone else involved in this Contract on behalf of the CONTRACTOR (hereinafter "indemnifying Parties") to comply with these provisions.

- (1) CONTRACTOR agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all indemnifying Parties to do likewise.
- (2) All insurance coverage maintained or procured by CONTRACTOR or required of others by CONTRACTOR pursuant to this Contract shall be endorsed to delete the subrogation condition as to CITY, or must specifically allow the named insured to waive subrogation prior to a loss.
- (3) All coverage types and limits required are subject to approval, modification and additional requirements by the CITY. CONTRACTOR shall not make any reductions in scope or limits of coverage that may affect CITY'S protection without CITY'S prior written consent.
- (4) Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to CITY delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by CITY shall be charged to and promptly paid by CONTRACTOR or deducted from sums due CONTRACTOR.
- (5) CONTRACTOR agrees to endorse the insurance provided pursuant to these requirements, to require 30 days' notice to CITY prior to cancellation of such coverage or any material alteration or non-renewal of any such coverage, and to require indemnifying Parties to do likewise.
- (6) It is acknowledged by the Parties of this Contract that all insurance coverage required to be provided by CONTRACTOR or indemnifying party, is intended to apply first and on a primary noncontributing basis in relation to any other insurance or self-insurance available to CITY.
- (7) CONTRACTOR agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to CITY. If CONTRACTOR'S existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. The CITY may review options with the CONTRACTOR, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

- (8) CONTRACTOR will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this Contract. This obligation applies whether or not the Contract is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.

8. CONTRACTOR'S EMPLOYEES

A. Uniforms

CONTRACTOR'S employees performing services pursuant to this Contract shall at all times be dressed in clean uniforms with suitable CONTRACTOR and employee identification. Employees shall not remove any portion of their uniform while working. Any uniform selected by CONTRACTOR shall be subject to the approval of the Director of Public Works before being worn by CONTRACTOR'S employees.

B. Supervision

CONTRACTOR shall provide a competent field supervisor satisfactory to the CITY. The supervisor shall be an employee of the CONTRACTOR and responsible for directing the work. Notices, orders and instructions given by the CITY to the supervisor shall be deemed, for all purposes, as satisfactory notice to the CONTRACTOR.

C. Character of Employees

If any person employed by CONTRACTOR shall appear to the Director to be incompetent, or to act in a disorderly or improper manner, they shall be removed by CONTRACTOR from any activities on behalf of the CITY under this Contract when so requested by the Director.

D. Anti-harassment Policy

In conformance with CITY policy, and State and Federal law, the CONTRACTOR shall be responsible to assure that all employees of the CONTRACTOR refrain from any form of harassment of any individual while providing services to the CITY. The prohibition on harassment shall include sexual harassment, and harassment related to an individual's race or ethnicity, religious creed, physical disability, medical condition, marital status, sexual orientation or age. In the event that the CITY receives a complaint or becomes aware of an incident involving harassment, the CONTRACTOR shall immediately investigate the complaint and take steps to assure that such harassment ceases.

E. Fees And Gratuities

Neither the CONTRACTOR, nor any of its agents or employees, shall request, demand or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation for the service described herein, provided within the City of

Industry as herein defined, except such compensation as may herein be provided for and permitted.

9. CONTRACTOR SAFETY PROGRAM

CONTRACTOR shall be solely responsible for the safety of his employees. CONTRACTOR shall develop and maintain an Injury and Illness Protection Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." CONTRACTOR shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. CONTRACTOR shall maintain all OSHA 300 logs and records, and have them available for inspection.

10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that CONTRACTOR has been retained as an independent CONTRACTOR as distinguished from any employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the independent CONTRACTOR relationship, and releases the CITY from any liability or obligation to make deductions or withholdings in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of CONTRACTOR shall have any CITY status or benefits, including health, retirement or workers' compensation benefits.

It is understood and agreed between the Parties hereto that the CITY shall have no control over said officers, agents, and employees, or the equipment, machinery or trucks hired or used by the CONTRACTOR in the performance of this Contract, other than that control necessary to ensure this Contract is performed in accordance with the terms and provisions thereof, and Chapter 3 of Article V of the Code. CONTRACTOR acknowledges its independent CONTRACTOR status in performing said services, and assumes the risks to itself, all agents, employees and subcontractors, and their agents and employees, of personal injury or death, and all risks of property damage or loss of any property arising out of the performance of said services by and on behalf of the City of Industry, or arising out of the work-site, the place of work, or the duties bestowed upon the CONTRACTOR pursuant to this Contract, and does hereby release the CITY, its officers and personnel from any liability to the CONTRACTOR, its officers, agents, employees, subcontractors or agents or employees thereof, for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore. In respect to any liability, claims or suits that might arise because of any property damage or loss of property, personal injury or death arising out of the foregoing, CONTRACTOR shall defend the City of Industry and hold the CITY free and harmless from liability thereon.

11. NON-DISCRIMINATION

In connection with the performance of this Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race,

religion, color, sex, age, national origin or because an otherwise qualified person is handicapped. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated, during their employment, without regard to their race, religion, sex, age, national origin or handicap. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rate of pay or other forms of compensation, and selection for training, including apprenticeship.

CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1974 and with applicable regulations, statutes, laws promulgated pursuant thereto now existent or hereinafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

As used herein, "handicapped individual" means an individual who has a physical or mental disability which, for such individual, constitutes or results in a substantial handicap to employment and can reasonably be expected to benefit in terms of employment from vocational rehabilitation services provided pursuant to the Rehabilitation Act of 1973, as presently defined in Section 706 thereof, or as hereinafter amended.

12. PROTECTION OF CITY PROPERTY

CONTRACTOR shall, in the performance of this Contract, take all reasonable precautions to protect city property from damage, and CONTRACTOR agrees to pay the CITY upon being billed for all damages to City property, including parkway trees, caused by CONTRACTOR in the performance of its services under this Contract.

13. E-GOVERNMENT REQUIREMENTS

CONTRACTOR agrees to institute by _____(INSERT DATE), e-mail connection with CITY'S service request staff on the receipt and status reporting of service requests and other services as may be appropriate. CONTRACTOR further agrees to participate in any direct-from-Web processing and status report of service requests that CITY may institute on or after _____(INSERT DATE).

14. NOTICE

- A. All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

TO CITY: City Manager,
City Administrative Office,
Post Office Box 3366,
City of Industry, California 91744

TO CONTRACTOR: Name
Address

- B. Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- C. Any Party may change its notice information by giving notice to the other Party in compliance with this section.

15. TERMINATION.

- A. CITY may terminate this Contract, with or without cause, at any time by giving 30 days written Notice of termination to CONTRACTOR.
- B. CONTRACTOR acknowledges CITY's rights to terminate this Contract as provided in this Section, and hereby waives any and all claims for damages that might otherwise arise from CITY's termination of this Contract.

16. GENERAL PROVISIONS.

- A. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- B. Assignment. CONTRACTOR may not assign this Contract without the prior written consent of CITY, which consent may be withheld in the City's sole discretion since the experience and qualifications of CONTRACTOR were material considerations for this Contract.
- C. Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- D. Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between CONTRACTOR and CITY prior to the execution of this Contract.
- E. Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by CONTRACTOR and by the City Council or City Manager, as applicable: The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- F. Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or

covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by CITY of any Work performed by CONTRACTOR will not constitute a waiver of any of the provisions of this Contract.

- G. Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- H. Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- I. Venue. In the event of litigation between the Parties, venue in state trial courts will be in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue will be in the Central District of California, in Los Angeles.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Contract to be executed as of the Effective Date.

CONTRACTOR.

By: _____
Signature

Print Name: _____

Print Title: _____

CITY OF INDUSTRY

ATTEST

By: _____

**EXHIBIT A TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

CONTRACT WORK

The Contract Work shall include all the provisions of the Contract and all Exhibits thereto. In addition, the Contract Work shall include the following:

1. Truck sweepers shall not be more the 5 (five) years old or such other age as mutually agreed upon in writing by the CITY and CONTRACTOR.
2. Truck sweepers shall be alternative fuel compliant
3. Debris collected shall be delivered to Grand Central Material Recovery Facility
4. Water:
 - A. The CITY will be invoiced and will pay the water usage fees with no charge to the CONTRACTOR.
 - B. For the easterly half of the CITY, the CITY has made arrangements for the CONTRACTOR to attach to any fire hydrant in the Walnut Valley Water District system without the need for a meter.
 - C. For the westerly half of the CITY, the CITY has made arrangements for the CONTRACTOR to use a fire hydrant meter provided by the La Puente Valley Water District Walnut Valley Water District to connect to any fire hydrant in that District's system.
5. All streets and parking lots listed in the Schedules attached as Exhibits B and C to this Contract will be swept once a week on the days designated in these Schedules.

**EXHIBIT B TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

STREET SWEEPING SCHEDULE - (7 Sheets)

CITY OF INDUSTRY STREET SWEEPING SCHEDULE

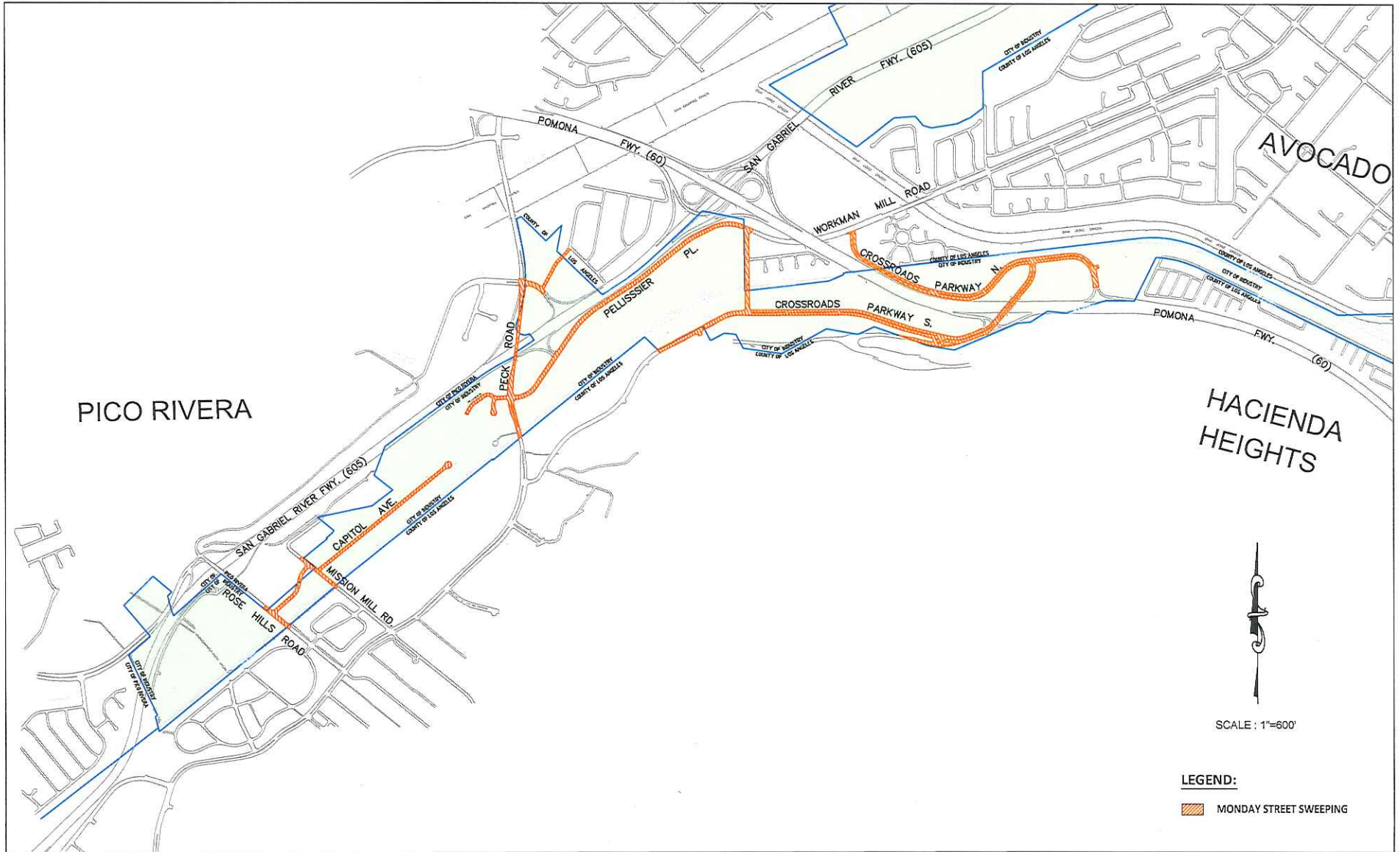


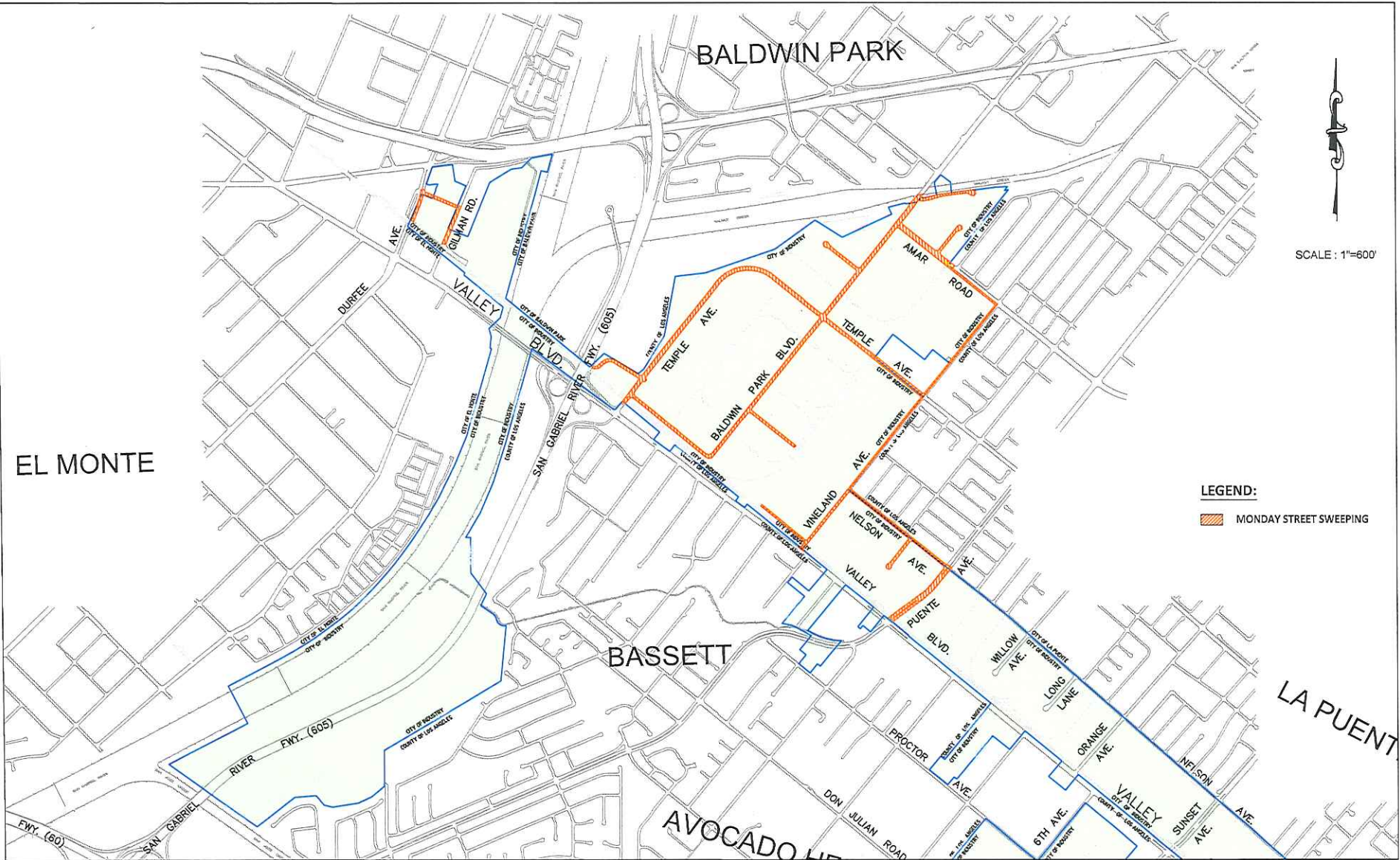
SCALE: 1"= 2200'



LEGEND:

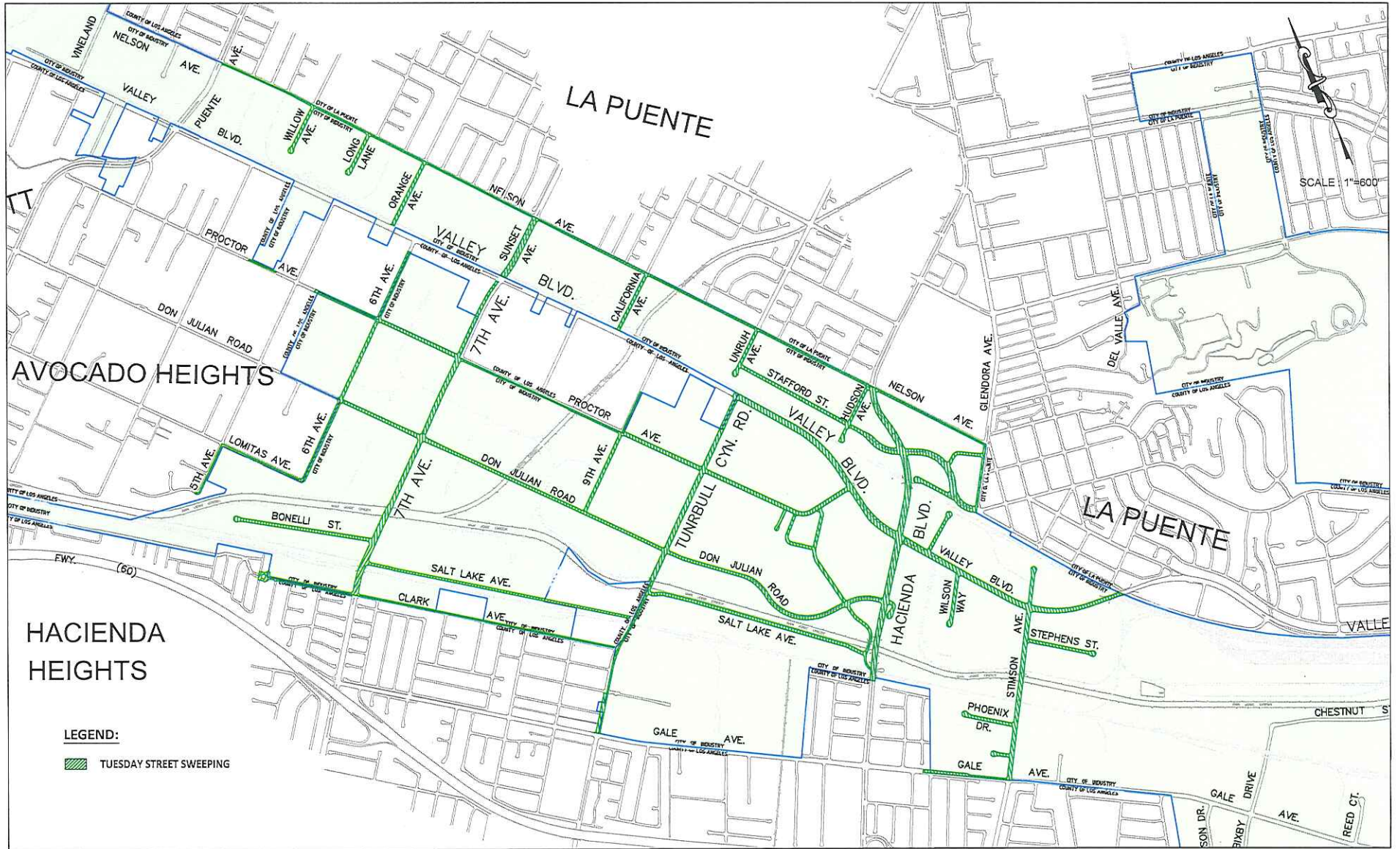
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-  TUESDAY STREET SWEEPING
-  WEDNESDAY STREET SWEEPING
-  THURSDAY STREET SWEEPING
-  FRIDAY STREET SWEEPING

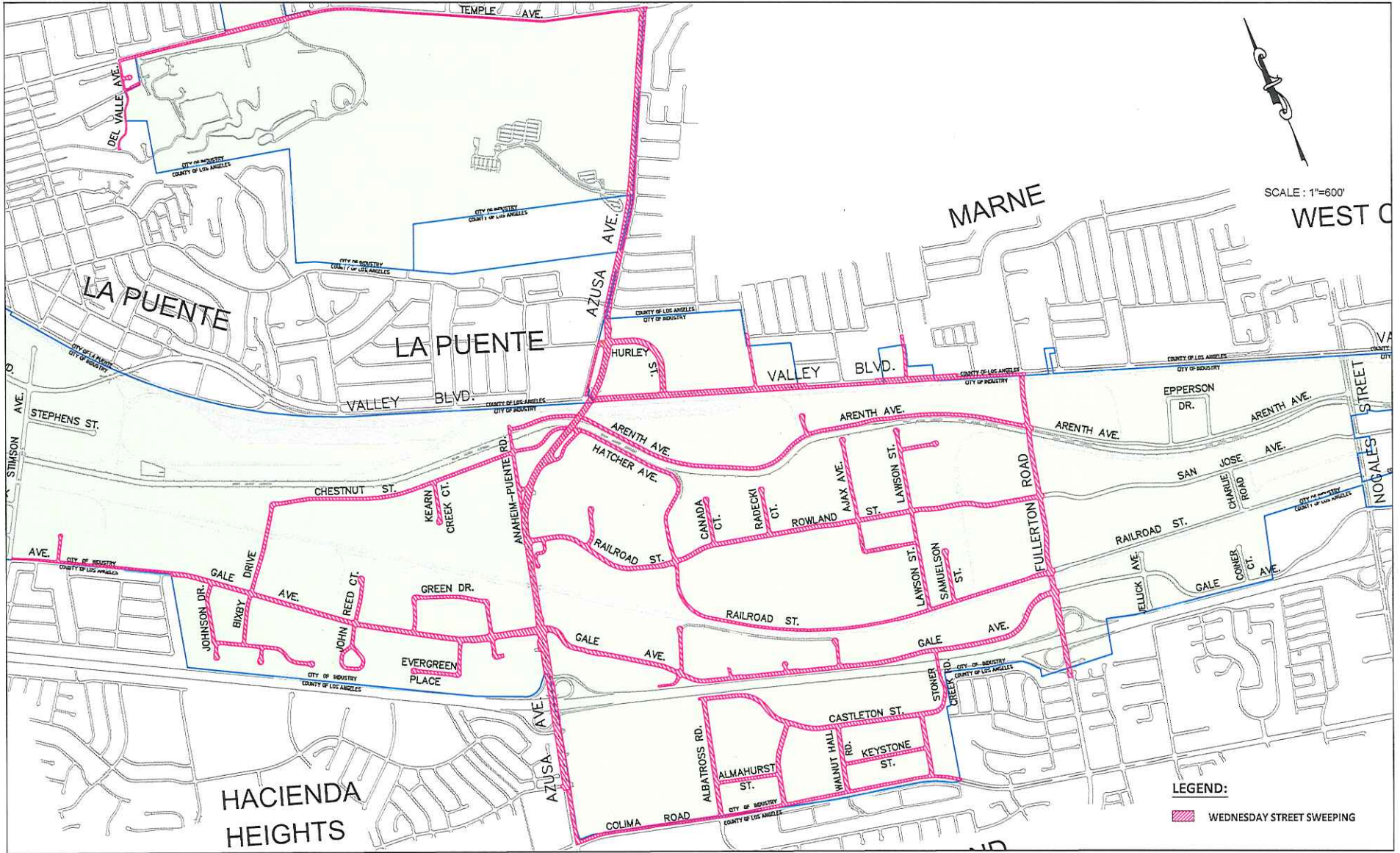




SCALE : 1"=600'

LEGEND:
 MONDAY STREET SWEEPING



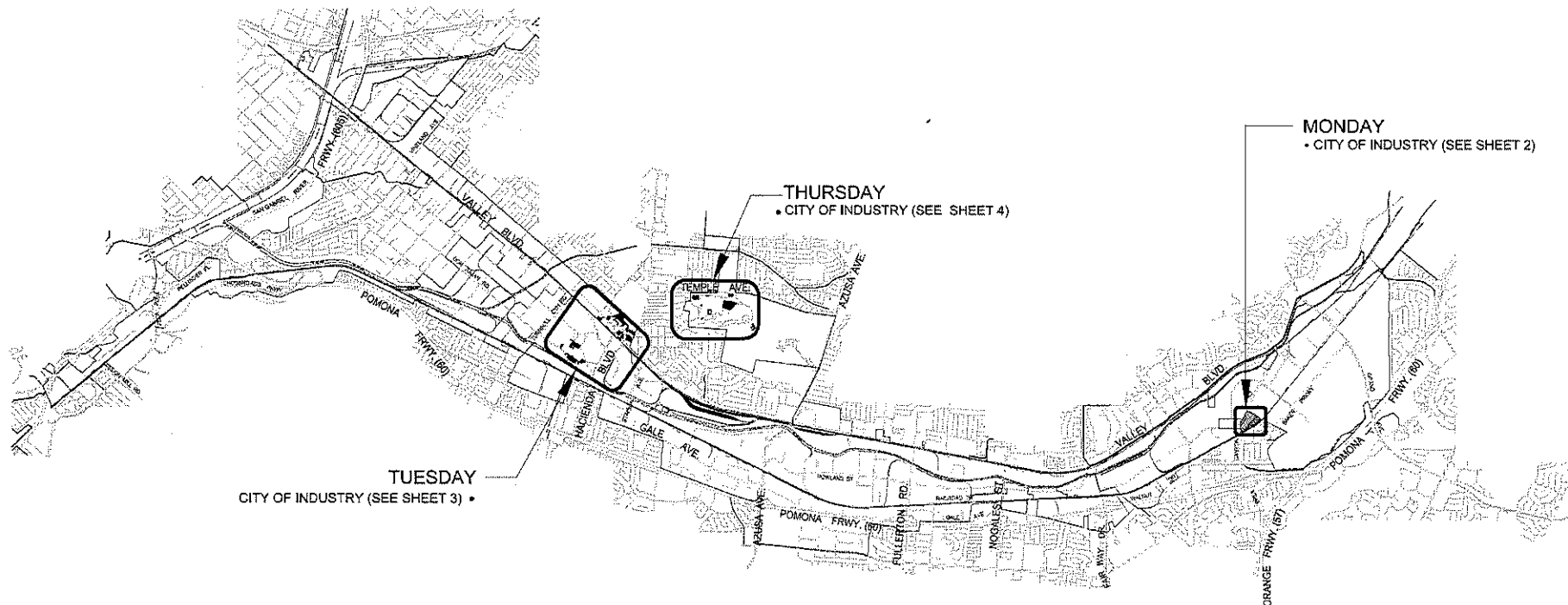


**EXHIBIT C TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

PARKING LOT SWEEPING SCHEDULE - (4 Sheets)

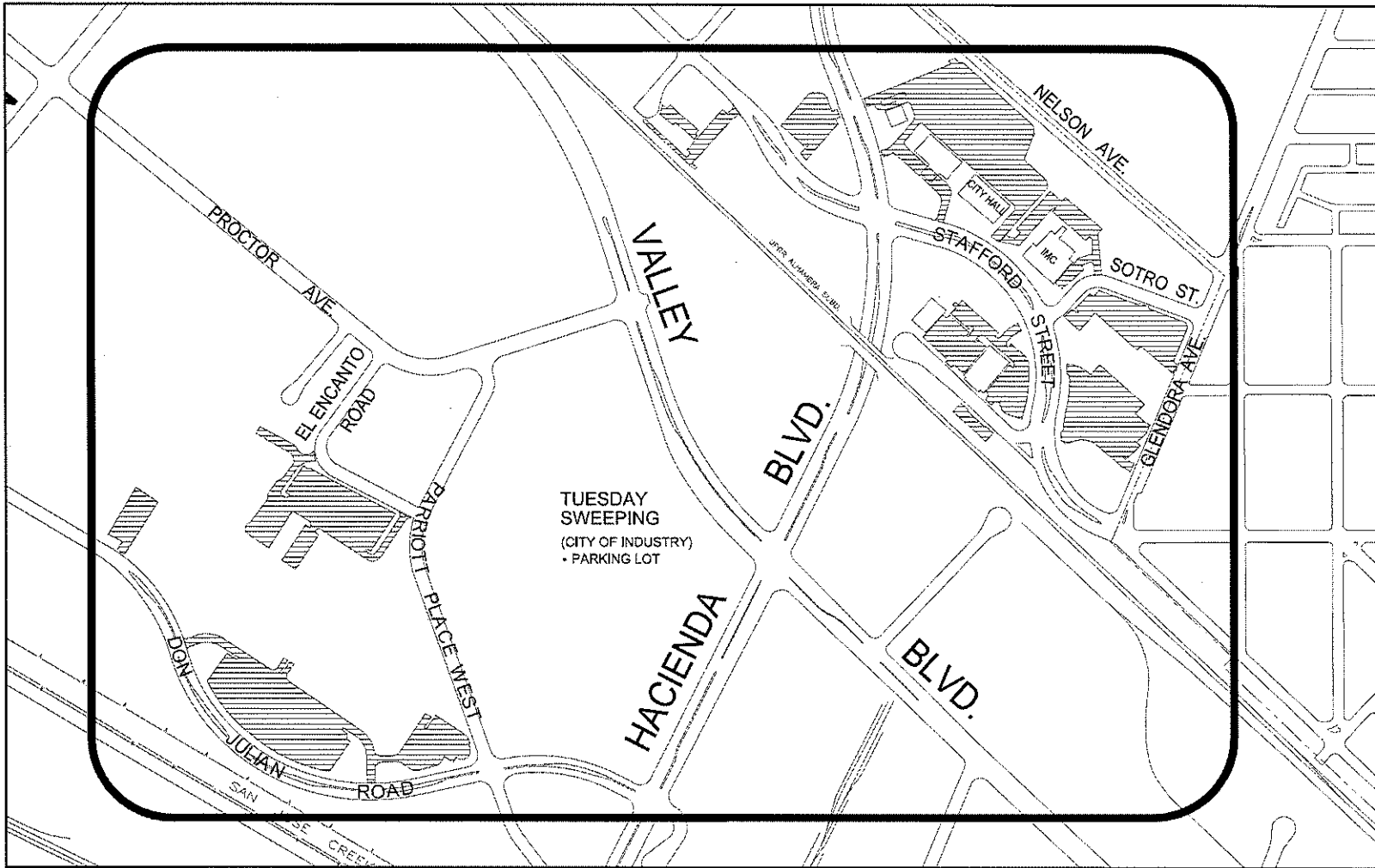
CITY OF INDUSTRY

PARKING LOT SWEEPING SCHEDULE

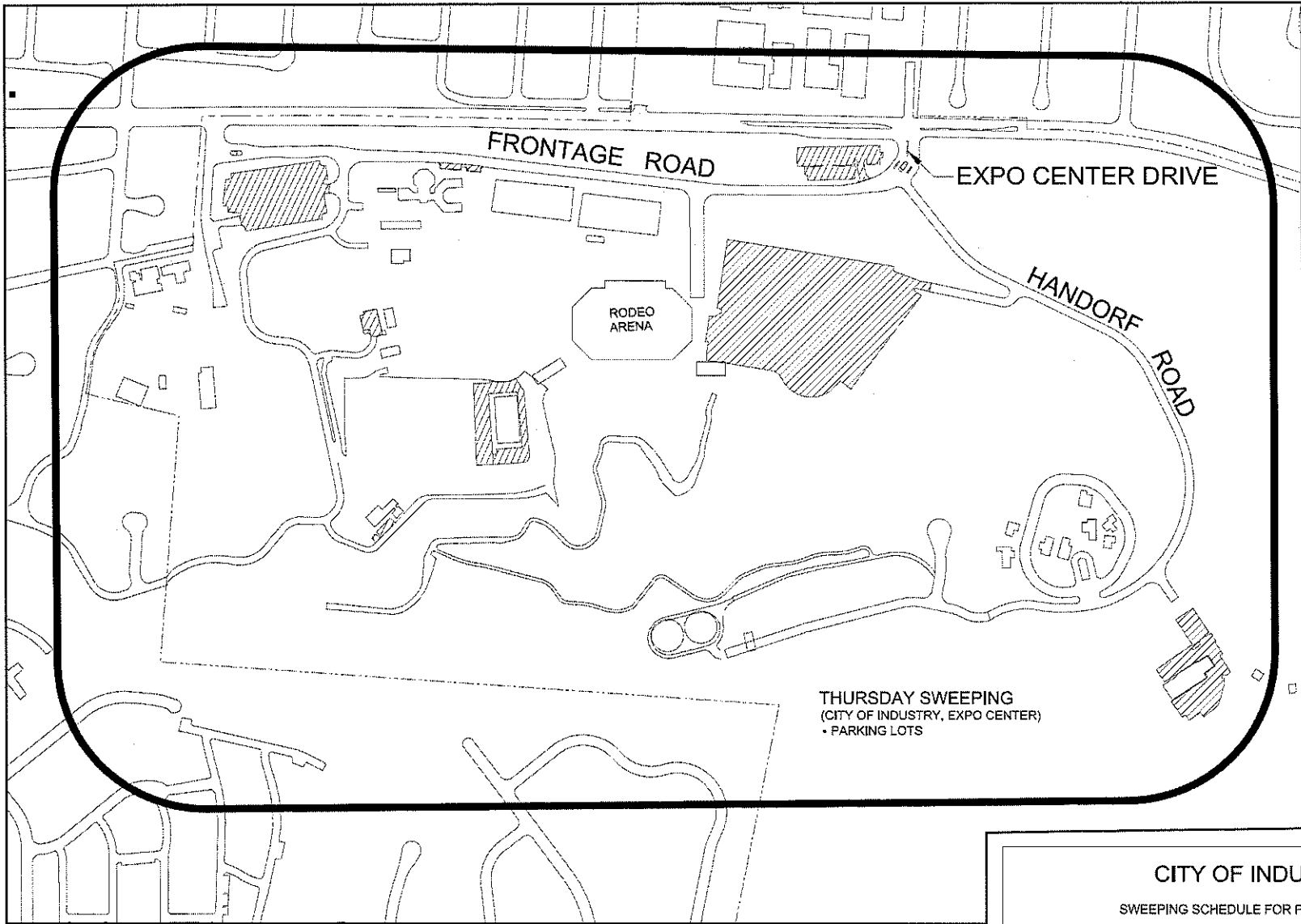


PROPERTY OF THE CITY OF INDUSTRY. STREET INFORMATION AND LAYOUT ARE SUBJECT TO CHANGE WITHOUT NOTICE. THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY.

APR 15, 2015 CITY OF INDUSTRY STREET SWEEPING SCHEDULE. THIS IS A PUBLIC RECORD. ANY REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE CITY OF INDUSTRY IS PROHIBITED.



CITY OF INDUSTRY
PARKING LOT SWEEPING SCHEDULE



NOT TO SCALE

THURSDAY SWEEPING
(CITY OF INDUSTRY, EXPO CENTER)
• PARKING LOTS

CITY OF INDUSTRY
SWEEPING SCHEDULE FOR PARKING LOTS

**EXHIBIT D TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

COMPENSATION

1. Contract Work

Compensation for Contract Work shall be in the following amounts:

- A. Street Sweeping: The sum of \$ _____ (spell out in words) per month
- B. Parking Lot Sweeping: The sum of \$ _____ (spell out in words) per month

2. Revised Work

The City has calculated the street sweeping work to be 210 curb miles and the parking lot work to be 1.84 million square feet. The CONTRACTOR understands and agrees that the City may revise the work ("Revised Work") by adding or subtracting Contract Work for street sweeping and or parking lot sweeping upon 30 (thirty) calendar days written notice to the CONTRACTOR based upon the following formula:

- 1. Add or subtract street sweeping work on a curb mile basis.

The City will divide the Unit Price submitted by the CONTRACTOR as stated above for the Streets work by 210 to determine the per mile cost that will be used by the City in calculating additional compensation or a reduction in compensation.

- 2. Add or subtract parking lot work on a square foot basis

The City will divide the Unit Price submitted by the CONTRACTOR as stated above for the Parking Lots work by 1.84 million to determine the per square foot cost that will be used by the City in calculating additional compensation or a reduction in compensation.

**EXHIBIT E TO CITY OF INDUSTRY STREET
SWEEPING CONTRACT
CITY CONTRACT NO. 1423**

RULE 1186 OF THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

(Adopted February 14, 1997)(Amended December 11, 1998)
(Amended September 10, 1999)(Amended April 2, 2004)
(Amended July 11, 2008)

**RULE 1186. PM₁₀ EMISSIONS FROM PAVED AND UNPAVED ROADS,
AND LIVESTOCK OPERATIONS**

(a) Purpose

The purpose of this rule is to reduce the amount of particulate matter entrained in the ambient air as a result of vehicular travel on paved and unpaved public roads, and at livestock operations.

(b) Applicability

The provisions of this rule shall apply to specified land uses and activities conducted within the South Coast Air Quality Management District which result in fugitive dust.

(c) Definitions

- (1) AVERAGE DAILY TRIPS (ADT) means the average number of vehicles that cross a given surface during a specified 24-hour time period as determined by the most recent Institute of Transportation Engineers trip generation manual, tube counts, or observations.
- (2) CERTIFIED STREET SWEEPER is a sweeper that has been certified by the District as meeting the Rule 1186 sweeper certification procedures and requirements for PM₁₀-efficient sweepers.
- (3) CHEMICAL STABILIZERS mean any non-toxic chemical dust suppressant which must not be used if prohibited for use by the Regional Water Quality Control Boards, the California Air Resources Board, the U.S. Environmental Protection Agency (U.S. EPA), or any applicable law, rule or regulation. The chemical stabilizers shall meet any specifications, criteria, or tests required by any federal, state, or local water agency. Unless otherwise indicated, the use of a non-toxic chemical stabilizer shall be of sufficient concentration and application frequency to maintain a stabilized surface.
- (4) CHEMICAL STABILIZATION means a method of dust control implemented by a person to mitigate fugitive dust and corresponding PM₁₀ emissions which involves the use of non-toxic chemical stabilizers in sufficient quantities to maintain a stabilized surface.

- (5) CONTRACT DATE is the date the contract has been signed by both parties but no earlier than 6 months before sweeping begins. Renewals of sweeping contracts are considered new contracts.
- (6) DISTRICT'S TEST PROTOCOL: RULE 1186 CERTIFIED STREET SWEEPER COMPLIANCE TESTING means the reference test method contained in Appendix A, or hereafter approved by the Executive Officer and the U.S. Environmental Protection Agency to be an equivalent method.
- (7) DUST SUPPRESSANTS are water, hygroscopic materials, or non-toxic chemical stabilizers used as a treatment material to reduce fugitive dust emissions.
- (8) ESSENTIAL PUBLIC SERVICES are sewage treatment facilities, prisons, police facilities, fire fighting facilities, schools, hospitals, landfills, and water delivery operations.
- (9) FEED LANE ACCESS AREAS are roads providing access from the feed preparation areas to and including feed lane areas at a livestock operation. These access roads are typically used to distribute feed from feed trucks to the animals.
- (10) FUGITIVE DUST means any solid particulate matter that becomes airborne, other than that emitted from an exhaust stack, directly or indirectly as a result of the activities of man.
- (11) INDEPENDENT TESTING FACILITY (OR LABORATORY) means a testing facility that meets the requirements of District Rule 304, subdivision (k) and is approved by the District to conduct certification testing under the District's Test Protocol: RULE 1186 Certified Street Sweeper Compliance Testing.
- (12) LIVESTOCK OPERATIONS means any operation directly related to the raising of more than 50 animals for the primary purpose of making a profit or for a livelihood.
- (13) OWNER/OPERATOR is any person who owns, leases, or operates a land use or activity subject to the requirements of this rule.
- (14) PAVED ROAD means a public or private improved street, highway, alley, public way, or easement that is covered by typical roadway materials, but excluding access roadways that connect a facility with a public paved roadway and are not open to through traffic. Public paved roads are those open to public access and that are owned by any federal, state, county,

- municipal or any other governmental or quasi-governmental agencies. Private paved roads are any paved roads not defined as public.
- (15) PM₁₀ is particulate matter with an aerodynamic diameter smaller than or equal to 10 microns as measured by the applicable State and Federal reference test methods.
 - (16) PURCHASE OR LEASE DATE is the date the purchase or lease contract for delivery of sweeping equipment has been signed by both parties. Renewals of leasing contracts are considered new leases.
 - (17) ROUTINE STREET SWEEPING is street sweeping performed by local governments or their contractors at least once every three months for a given paved road.
 - (18) SOUTH COAST AIR BASIN means the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange County as defined in California Code of Regulations, Title 17, Section 60104. The area is bounded on the west by the Pacific Ocean, on the north and east by the San Gabriel, San Bernardino, and San Jacinto Mountains, and on the south by the San Diego county line.
 - (19) STABILIZED SURFACE means any previously disturbed surface area or open storage pile which, through the application of dust suppressants, shows visual or other evidence of surface crusting and is resistant to wind-driven fugitive dust.
 - (20) STREET CLEANING means the removal of post-event visible roadway accumulations using street sweeping equipment, front end loaders, haul vehicles, manual shoveling, street flushing, or any other methods determined effective by the responsible agency.
 - (21) TYPICAL ROADWAY MATERIALS means concrete, asphaltic concrete, recycled asphalt, asphalt or any other material of equivalent performance as determined by the Executive Officer, the California Air Resources Board, and the U.S. EPA.
 - (22) UNPAVED ACCESS CONNECTIONS means any unpaved road connection with a paved public road.
 - (23) UNPAVED ALLEY means any roadway not exceeding 25 feet in width, which is primarily used for access to the rear or side entrances of abutting property, and that is not covered by typical roadway materials.
 - (24) UNPAVED ROADS are any unsealed or unpaved roads, equipment paths, or travel ways that are not covered by typical roadway materials. Public

unpaved roads are any unpaved roadway owned by federal, state, county, municipal or other governmental or quasi-governmental agencies. Private unpaved roads are all unpaved roadways not defined as public. This definition excludes horse trails, hiking paths, bicycle paths, or other similar pathways used exclusively for purposes other than travel by motorized vehicles.

- (25) **VISIBLE ROADWAY ACCUMULATIONS** means the deposit of particulate matter onto paved roads as a result of wind or water erosion, haul vehicle spillage, or any other event excluding vehicular track-out, which results in the accumulation of visible roadway dust covering a contiguous area in excess of 200 square feet.
- (26) **WIND-DRIVEN FUGITIVE DUST** means visible emissions from any disturbed surface area which is generated by wind action alone.

(d) Requirements

Paved Roads

- (1) Any owner or operator of a paved public road on which there is visible roadway accumulations shall begin removal of such material through street cleaning within 72 hours of any notification of the accumulation and shall completely remove such material as soon as feasible. If removal cannot be completed within 10 days of notification, the owner/operator shall notify the Executive Officer and provide information on the location of the accumulation(s) and estimated removal completion date.
- (2) Any government or government agency which contracts to acquire street sweeping equipment or street sweeping services for routine street sweeping on public roads that it owns and/or maintains, shall acquire or use only certified street sweeping equipment.
- (3) Any government or government agency subject to the requirements of paragraph (d)(2) and/or its contractors shall operate and maintain the certified street sweeping equipment in accordance with the manufacturer's specifications. The use of parts determined by the Executive Officer to be substantially similar under the provisions of paragraph (f)(4) shall not be deemed a violation of this subparagraph.
- (4) Beginning January 1, 2006, any owner or operator of a public or private paved road shall construct, or require to be constructed, all new or widened paved roads in accordance with the American Association of

State Highway and Transportation Officials (AASHTO) guidelines or the applicable equivalent locally adopted guidelines for curbing, width of shoulders, and medians as specified below:

- (A) New construction or widening of paved roads with projected average daily trips of 500 vehicles or more shall be constructed with curbs or as an alternative paved outside shoulders using typical roadway materials and having the following minimum widths:

Average Daily Trips	Minimum Shoulder Width
500 - 3,000	4 feet
3,000 or greater	8 feet

- (B) New construction or widening of paved roads with medians and projected average daily trips of 500 vehicles or more shall pave the median area with typical roadway materials unless:
- (i) the speed limits are set at or below 45 miles per hour; or
 - (ii) the medians are landscaped and maintained with grass or other vegetative ground cover and are surrounded by curbing; or
 - (iii) the medians are treated with chemical stabilizers in sufficient quantity and frequency to establish a stabilized surface and are surrounded by curbing.

Unpaved Roads

- (5) Any owner or operator of an unpaved public road in the South Coast Air Basin shall annually treat unpaved roads that have greater than the average ADT of all unpaved roads in its jurisdiction (as determined by the owner/operator) beginning January 1, 1998 and each of the 8 calendar years thereafter by either:
- (A) Paving at least 1 mile of such roads using typical roadway materials; or
 - (B) Applying chemical stabilization to 2 miles of such roads in sufficient quantities to maintain a stabilized surface; or
 - (C) Taking one or more of the following actions on 3 miles of such roads:
 - (i) Installing signage at 1/4 mile intervals that prohibits vehicular speeds in excess of 15 miles per hour

(mph) as authorized by California Vehicle Code section 22365 and/or

- (ii) Installing speed control devices (e.g., speed bumps) every 500 feet and/or
- (iii) Maintaining the roadway in such a manner that inhibits vehicular speeds in excess of 15 mph.

(Note: Treatment in excess of the annual requirement can be credited toward future year requirements.)

Livestock Operations

- (6) Any owner or operator of a livestock operation shall cease all hay grinding activities between 2:00 and 5:00 p.m. each day, if visible emissions extend more than 50 feet from a hay grinding source.
 - (7) Any owner or operator of a livestock operation shall treat all unpaved access connections and unpaved feed lane access areas with either pavement, gravel (maintained to a depth of four inches), or asphaltic road-base no later than January 1, 1998.
- (e) Street Sweeper Testing and Certification Procedures
- (1) Any manufacturer seeking certification of street sweeping equipment as a certified street sweeper shall utilize the following procedures;
 - (A) The manufacturer shall submit a signed and dated certification request to the Executive Officer, and attest to the accuracy of all statements therein, that shall include:
 - (i) the name and address of the manufacturer, the brand name, the model number, and a complete description of the sweeper's dust collection and suppression system by submitting all of the information in paragraph (f)(2); and
 - (ii) confirmation that the specific sweeper configuration to be certified has been tested in accordance with District's Test Protocol: Rule 1186 Certified Street Sweeper Compliance Testing by an independent test facility or laboratory, and that test results demonstrate that the sweeper meets the Rule 1186 sweeper certification limits specified in paragraph (e)(2).

- (B) Manufacturers of certified street sweeping equipment may submit a certification request for additional equipment that has substantially similar material collection and dust suppression system(s) as equipment that was certified under the provisions of paragraph (e)(2), by providing the information specified in clause (e)(1)(A)(i). If the Executive Officer determines that the information submitted by the manufacturers in support of an equivalency determination and previous certification test results are sufficient to certify the additional equipment, the Executive Officer will approve the request.
- (2) The Executive Officer will certify street sweeping equipment provided such equipment meets the following conditions based on a single certification test:
 - (A) The pick-up efficiency, as defined in the District's Test Protocol: Rule 1186 Certified Street Sweeper Compliance Testing, is greater or equal to 80 percent; and
 - (B) The normalized mass of entrained PM₁₀, as defined by District's Test Protocol: Rule 1186 Certified Street Sweeper Compliance Testing, is less than or equal to 200 mg/m.
- (f) Street Sweeper Performance Characteristics
 - (1) Any manufacturer of a street sweeper that has previously been certified under the provisions of subdivision (e) shall, no later than November 11, 2008, submit to the Executive Officer a complete description of the dust collection and suppression systems of the equipment as configured during the certification testing or as otherwise certified under the provisions of subparagraph (e)(1)(B).
 - (2) The description of the dust collection and suppression systems required under paragraph (f)(1) shall, at a minimum, consist of the following:
 - (A) Dust collection
 - (i) Gutter broom
 - (I) material composition;
 - (II) bristle count and weight;
 - (III) tensile strength expressed as pounds per square inch (PSI); and
 - (IV) dimensions including length, thickness, and width.

- (ii) Main pickup broom (if part of the original certified street sweeper)
 - (I) material composition and pounds of fiber per broom;
 - (II) tensile strength expressed as PSI; and
 - (III) dimensions including length, thickness, and width.
 - (iii) Blower/Vacuum system (if part of the original certified street sweeper)
 - (I) horsepower; and
 - (II) drive type.
- (B) Dust suppression
 - (i) Water suppression
 - (I) schematic drawing showing water nozzle locations and orifice nozzle sizes; and
 - (II) minimum system relief valve setting for water pump expressed as pounds per square inch (PSI).
 - (ii) Filter-based suppression
 - (I) filter media type and surface area; and
 - (II) filtration cleansing system, including mechanism and frequency.
- (3) Any manufacturer of street sweeping equipment shall notify the Executive Officer through submission of a plan regarding any change to a part specification or part supplier submitted pursuant to paragraph (f)(2). Street sweeping manufacturers shall be required to submit sufficient specifications and other data as determined by the Executive Officer to demonstrate that the equipment performance has not been affected by the change of a part specification or part supplier prior to the continued distribution of equipment as a certified street sweeper. In the event the Executive Officer determines that the certification of performance is not maintained, the manufacturer shall lose equipment certification for the specific street sweeper.
- (4) Any street sweeper parts supplier may sell parts to an entity required to procure certified street sweeping equipment provided that:
 - (A) such parts were installed on equipment that was certified under the provisions of subdivision (e). Documentation that a given part was

on a street sweeper during certification testing must be submitted to the Executive Officer as a plan and must include the following:

- (i) Invoices from the parts supplier to the manufacturer, or
- (ii) Contractual agreements between the parts supplier to the manufacturer, or
- (iii) Any other documentation that the Executive Officers deems sufficient to demonstrate that a given part was on a piece of equipment that was previously certified; or

- (B) the supplier submits a plan that demonstrates to the satisfaction of the Executive Officer that the replacement part is substantially similar to the original equipment manufacturer part.
- (5) Any person subject to the plan submittal requirements under paragraphs (f)(3) or (f)(4) shall be assessed applicable filing and evaluation fees pursuant to Rule 306 (Plan Fees).
 - (6) Any plan submitted under the requirements under paragraphs (f)(3) or (f)(4) shall be either approved, conditionally approved or disapproved in writing by the Executive Officer within 120 days of the receipt of a complete plan.

(g) Recordkeeping

- (1) Any person subject to paragraph (d)(3) shall maintain operational and maintenance records demonstrating compliance with paragraph (d)(3). Such records for the previous two years of operation (or total period of operation, if less than two years) must be made available to the Executive Officer upon request.
- (2) Any person subject to paragraph (d)(5) shall maintain records that document compliance with the requirements specified in paragraph (d)(5). Such records must be updated annually and must be made available to the Executive Officer upon request.

(h) Exemptions

- (1) The provisions of this rule shall not apply to essential public services that are in compliance with District Rule 403 (Fugitive Dust).
- (2) The provisions of paragraph (d)(1) shall not apply to:
 - (A) visible roadway accumulations that occur on roads with fewer than 500 average daily trips.

- (B) paved roads that have been closed until such time that the road is again opened to vehicular activity.
 - (C) events of such magnitude that a State of Emergency has been declared by the Governor, provided that removal of visible roadway accumulations associated with such events are initiated and completed as soon as feasible.
- (3) The provisions of paragraph (d)(5) shall not apply to:
- (A) any unpaved road 3,000 feet above mean sea level with fewer than 500 ADT.
 - (B) any unpaved road used for emergency fire or flood protection or emergency maintenance of essential service utilities to provide electricity, natural gas, telephone, water, and sewer.
 - (C) any unpaved public road where public access is prohibited.
 - (D) any unpaved alley.
 - (E) any government agency if it:
 - (i) notifies the Executive Officer that it has less than 5 miles of unpaved road mileage and implements once at least one of the control strategies identified in either subparagraph (d)(5)(A) or (d)(5)(B) or (d)(5)(C) on the unpaved road mileage with greater than the average ADT (as determined by the owner/operator) by January 1, 2000; or
 - (ii) notifies the Executive Officer that it has more than 5 but less than 10 miles of unpaved road mileage and implements at least one of the control strategies identified in either subparagraph (d)(5)(A) or (d)(5)(B) or (d)(5)(C) on unpaved roads with greater than the average ADT (as determined by the owner/operator) in each three year period beginning January 1, 1998 (with final treatments completed by December 31, 2005); or
 - (iii) notifies the Executive Officer that all of its remaining unpaved roads have 20 ADT or less (as determined by the owner/operator).
- (4) The provisions of paragraphs (d)(6) and (d)(7) shall not apply to livestock operations whose contiguous bounded areas do not exceed ten acres.
- (5) The provisions of subparagraph (d)(4)(A) shall not apply to unpaved road shoulders provided that the area extending eight feet from the outside edge

of the pavement is landscaped and maintained with grass or other vegetative ground cover.

(i) **Alternative Control Options**

In lieu of complying with the provisions of paragraphs (d)(5) and (d)(7), a person may submit for approval by the Executive Officer and the U.S. Environmental Protection Agency a plan for achieving equivalent emissions reductions through alternative control measures.

CITY COUNCIL

ITEM NO. 7.1

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADDING A NEW CHAPTER 17.26 TO THE INDUSTRY MUNICIPAL CODE PERTAINING TO THE ESTABLISHMENT AND APPLICABLE DEVELOPMENT REGULATIONS FOR THE RECREATION AND OPEN SPACE ZONE

WHEREAS, the State Planning and Zoning Law (California Government Code §§ 65000 *et seq.*), allows cities to establish zones and to regulate the use and development of property, buildings and structures within such zones; and,

WHEREAS, Title 17 of the Industry Municipal Code (the "Zoning Code") currently sets forth the regulations for the use and development of property within the zoned areas of the City; and

WHEREAS, the Industry General Plan was recently amended to include, among other matters, a land use designation for Recreation/Open Space. The amended General Plan defines the Recreation/Open Space designation as an area that accommodates commercial recreation such as golf courses, resorts, equestrian facilities, exposition centers; open space such as parks, trails, bikeways, indoor and outdoor recreational facilities, and interpretive centers, and; commercial nurseries; and,

WHEREAS, because of the addition of the General Plan Recreation/Open Space land use designation, it is the desire of the City Council to amend the Zoning Code to add a new Chapter 17.26 to provide the regulations and standards for property within the new Recreation and Open Space Zone (the "Amendment"); and,

WHEREAS, in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, 14 California Code of Regulations section 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Industry, the project represented by the Amendment was found to be exempt from the requirements of CEQA pursuant to State CEQA Guidelines section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, because the Amendment: 1) establishes a zone that allows for open space and recreational uses; 2) the uses permitted in the new Recreation and Open Space Zone are already existing and permitted in the existing and underlying Commercial and Industrial zones; 3) the new development standards contained within the zone are more restrictive than the existing standards and zoning designations, which allow commercial and industrial development, and; 4) industrial development would be precluded. Accordingly, the Amendment has no potential to result in a

physical change to the environment, directly or indirectly, and can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment; and,

WHEREAS, any related environmental documents forming the basis for this CEQA exemption and the Amendment are located in, and in the custody of, the Office of the City Clerk, City of Industry.

WHEREAS, the Planning Commission conducted a duly noticed public hearing on December 11, 2014 regarding the Amendment and, after considering all written, oral and public testimony presented, adopted their Resolution recommended that the City Council adopt the Amendment and the exemption from CEQA; and,

WHEREAS, on January 8, 2015, the City Council conducted and concluded a duly noticed public hearing on the subject matter of the Amendment; and,

WHEREAS, the City Council finds that the Amendment is (1) is consistent with, and furthers the goals of, the General Plan of the City of Industry, the requirements of the State Planning and Zoning Laws (California Government Code §§ 65000 *et seq.*), and the Industry Zoning Ordinance, (2) is in the interests of the general community welfare, and (3) is consistent with good zoning and planning practices; and,

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

THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that all the facts, findings and conclusions set forth above in the Recitals of this Ordinance are true and correct.

SECTION 2. Based upon the environmental review of the project referenced in the Amendment, the City Council finds that the project proposed in the Amendment is exempt from CEQA pursuant to State CEQA Guidelines section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, , because the Amendment: 1) establishes a zone that allows for open space and recreational uses; 2) the uses permitted in the new Recreation and Open Space Zone are already existing and permitted in the existing and underlying Commercial and Industrial zones; 3) the new development standards contained within the zone are more restrictive than the existing standards and zoning designations, which

allow commercial and industrial development, and; 4) industrial development would be precluded. Accordingly, the Amendment has no potential to result in a physical change to the environment, directly or indirectly, and can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment.

SECTION 3. Chapter 17.26 is hereby added to the Industry Municipal Code to read, as follows:

“Chapter 17.26

RECREATION AND OPEN SPACE ZONE

Sections:

- 17.26.010 Purpose.**
- 17.26.020 Uses permitted.**
- 17.26.030 Development standards.**

17.26.10 Purpose.

It is the purpose and intent of the Recreation and Open Space Zone (ROS) to:

- A. Establish areas for commercial recreation, open space, and commercial nursery uses;
- B. Provide greater certainty about the future use and development of properties zoned ROS;
- C. Ensure consistency with the General Plan and orderly planning and review procedures that will maintain areas for open space and recreational uses in the City.

17.26.020 Uses permitted.

A. Property zoned ROS may be used for the following uses subject to the issuance of a conditional use permit pursuant to Chapter 17.48, Conditional Use Permits/Exceptions:

- 1. Golf courses, driving ranges, course maintenance facilities, golf club houses;
- 2. Parks, public and private;
- 3. Resorts, including spas, dining facilities, restaurants, gyms, pro-shops, conference facilities, recreational amenities, and other similar uses;
- 4. Equestrian facilities;
- 5. Indoor and outdoor recreational facilities;
- 6. Exposition centers;

7. Commercial nurseries;
8. Interpretive centers;
9. Reservoir.

B. Approval of a development plan pursuant to Section 17.36.020, Development plan review required, will be required for any structures and physical improvements deemed significant by the Planning Director.

C. Trails, bikeways, and similar minor improvements do not require separate planning approvals but, if included, will be reviewed as part of the Conditional Use Permit and/or Development Plan application process. Stand-alone proposals for trails and bikeways require approval by the City Engineer.

D. New hotels are not permitted except as allowed pursuant to Chapter 17.24, Planned Development Overlay Zone (P-D Overlay).

E. Housing units existing as of the effective date of this chapter (February 21, 2015) are permitted and considered legal conforming uses. The like-for-like replacement of, enlargement of, and improvements/modifications to existing housing may be permitted with approval of a Development Plan Short-Form application.

17.26.030 Development standards.

Approval of a Development Plan is required for new or expanded structures in the ROS zone pursuant to Chapter 17.36, Design Review. Development on a property zoned ROS is subject to the following standards:

Standards	
Lot	
Minimum parcel size	• None
Minimum parcel frontage	• None
Building Envelope	
Maximum building square footage	• None.
Front setbacks to structures	• 30' from front of curb of any street or highway, whether improved or not, to any habitable structure.
Rear and side setbacks	• None.
Maximum height	• 55'
Parking, Loading, and Access	

Standards	
Parking	<ul style="list-style-type: none"> • Parking to be determined on a case-by-case basis depending upon the nature of the proposed use and expected demands using the Municipal Code standards as a guide.
Parking, drive isles, and driveways	<ul style="list-style-type: none"> • Minimum parking stall size: 9' x 19'. • Compact parking spaces (minimum stall size of 8' x 16') up to 30% of required parking. • Minimum driveway and parking-aisle width: 26'. • Only 90° parking allowed. • Driveways must be located in such a manner that: 1) there is an unobstructed view of the street and oncoming traffic, and 2) it does not create a hazard for vehicles entering or exiting a site.
Grounds	
Landscaping	<ul style="list-style-type: none"> • Minimum landscape area: <ul style="list-style-type: none"> · Lots up to 150,000 sf: 12% of lot area. · Lots 150,001 sf to 250,000 sf: 11% of lot area or 18,000 sf whichever is greater. · Lots 250,001 sf to 350,000 sf: 10% of lot area or 27,500 sf whichever is greater. · Lots 350,001 sf to 450,000 sf: 09% of lot area or 35,000 sf whichever is greater. · Lots greater than 450,001 sf: 8% of lot area or 40,500 sf whichever is greater. • The required landscape area must be concentrated along the public street(s) to the greatest extent possible. • Landscaping must be designed to comply with the city's water efficient landscape regulations, Chapter 13.18, and with the city's water efficient landscape guidelines.
Walls	<ul style="list-style-type: none"> • In front setback: 42" maximum height if a solid wall and 8' maximum height if wrought-iron or combination decorative masonry and wrought-iron. • An maximum 8' tall solid wall may be permitted in the front setback to screen utility facilities, power generation facilities, and electrical substations only if: 1) adequate landscaping is provided between the wall and the street to soften the wall (e.g., vines, trees, tall bushes); and 2) the wall is designed to eliminate a long, monotonous, unbroken plain (e.g. off-sets, pilasters); or 3) decorative wall elements are provided (e.g. split face block, bricks, public art). • A maximum 6' tall chain link fence may be permitted in the front setback only if the site is located so that it is not clearly visible to the public (e.g. at end of a cul-de-sac surrounded by industrial uses). • Side and rear property lines: 10' tall maximum height. • All screen walls shall be constructed of masonry, concrete or other

	Standards
	<p>similar materials. Chain link is not permitted as a screen wall.</p> <ul style="list-style-type: none"> • The design and materials used in the construction of fences and walls shall be compatible with the architecture of the buildings on the site and surrounding properties. • Exterior wall surfaces shall at all times be kept free from graffiti or any other marks of vandalism.
Trash and recycling bin enclosures	<ul style="list-style-type: none"> • As determined necessary depending upon the nature of the proposed use and expected demands using the Municipal Code standards as a guide and in consultation with the trash provider.
Miscellaneous	
Outside storage	<ul style="list-style-type: none"> • Outside storage will not be permitted unless screened from view from public streets and adjacent property by a masonry screen wall or structure. • Outdoor storage is prohibited on/within setback areas, parking, drive aisles, landscaping, and emergency aisles.
Mechanical equipment	<ul style="list-style-type: none"> • With the exception of public utility facilities, power generation facilities, and electrical substations, all mechanical equipment (including roof-mounted equipment) shall be screened from public view by screening that complements in color, materials, and style, the main structure. The Planning Director may approve exceptions for historical structures.
Grading and drainage	<ul style="list-style-type: none"> • All site grading and drainage plans shall be approved by the City Engineer. • Surface drainage must not result in surface flow onto any adjacent parcel. • Sharing surface drainage gutters among adjacent parcels is not permitted; however, underground storm drains along common property lines serving more than one parcel of land may be permitted. • Each parcel shall provide for the collection and discharge of surface runoff to an improved street, storm drain, or established watercourse independently of adjacent parcels.
Use permit	<ul style="list-style-type: none"> • Any change of occupants shall be required to obtain a Use Permit per Chapter 17.44, Use Permit.
Signs	<ul style="list-style-type: none"> • Per Chapter 15.32, Sign Regulations.
Special events and banners	<ul style="list-style-type: none"> • Per 17.44.050, Special Events, and approval of a Special Event/Temporary Banner Permit.
<p>Notes:</p> <ul style="list-style-type: none"> • sf = square feet 	

SECTION 4. Section 17.04.120 of the Industry Municipal Code is hereby amended to read, as follows:

“17.04.010 Zones—Classifications.

In order to classify land uses and to restrict the location of trades, industries and buildings designed for various uses, and the use of area and premises within the city, the area within the city may be divided into zones as follows:

- A. C—Commercial;
- B. M—Manufacturing;
- C. M-A—Manufacturing-Agricultural;
- D. I—Institutional;
- E. ROS—Recreation and Open Space
- F. M-C Overlay—Manufacturing-Commercial Overlay;
- G. P-D Overlay—Planned-Development Overlay;
- H. A-B Overlay—Adult Business Overlay.”

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the same to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 22nd day of January, 2015.

Tim Spohn, Mayor

ATTEST:

Jodi Scrivens, City Clerk

APPROVED AS TO FORM:

Michele R. Vadon, City Attorney

CITY COUNCIL

ITEM NO. 7.2

ORDINANCE NO. 787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING CHAPTERS 17.08 (DEFINITIONS) AND 17.18 (INSTITUTIONAL ZONE) OF TITLE 17 (ZONING) OF THE INDUSTRY MUNICIPAL CODE RELATING TO EMERGENCY HOMELESS SHELTERS, RESIDENTIAL CARE FACILITIES, AND SUPPORTIVE AND TRANSITIONAL HOUSING

THE CITY COUNCIL OF THE CITY OF INDUSTRY ORDAINS AS FOLLOWS:

SECTION 1. Findings.

- A. State law requires that licensed residential care facilities with six or fewer persons be allowed as a by-right use in all residential zones. No conditional use permit, zoning variance, or other zoning clearance may be required of a residential facility which serves six or fewer persons that is not required of a residential dwelling unit of the same type. In addition, such facilities may not be subject to any business taxes, local registration fees, use permit fees, or other fees to which other residential dwellings of the same type in the same zone are not likewise subject. Larger residential care facilities may be subject to an approved conditional use permit.
- B. State law requires the City to identify at least one zone that allows for the development of at least one emergency homeless shelter as a by-right use, regardless of need. While the City may set reasonable management and operation standards for emergency shelters, the use must be subject to the same development standards as other uses in the same zone.
- C. State law requires the City to permit transitional and supportive housing as a residential use in all zones allowing residential uses, and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.
- D. The City's 2013-2021 Housing Element establishes housing programs to implement these state law requirements.
- E. Specifically, the implementation objectives of Program 6 of the Housing Element encourage the City to amend the Municipal Code to define licensed residential care facilities serving six or fewer clients as a permitted "by-right" residential use in all zones allowing for residential uses. Program 6 also encourages the City to define licensed residential care facilities serving seven or more clients and allow such facilities, with an approved conditional use permit, in the Institutional Zone.

- F. In addition, the implementation objectives of Program 8 of the Housing Element encourage the City to amend the Municipal Code to permit at least one emergency shelter without a conditional use permit or other discretionary permit in the Institutional Zone with capacity to meet the City's unmet need. Program 8 also encourages the City to define transitional and supportive housing and permit such uses as a residential use in all zones allowing residential uses, and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.
- G. City staff has prepared proposed amendments to Industry Municipal Code Chapters 17.08 (Definitions) and 17.18 (Institutional Zone) of Title 17 (Zoning) that are consistent with state law and the implementation objectives for Program 6 and Program 8 of the Housing Element.
- H. On December 11, 2014, the Planning Commission held a duly noticed public hearing at which the Commission considered the proposed amendments to the Municipal Code, received testimony and reports from City staff and the public on the proposed amendments, and recommended to the City Council adoption of this Ordinance approving the proposed amendments.
- I. On January 8, 2015, the City Council conducted and concluded a duly noticed public hearing on the subject matter of the Amendments.

SECTION 2. Environmental Review. The City Council exercises its independent judgment and finds that this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15332 of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), Class 32 which exempts infill development. The Planning Director or his designee is hereby directed to promptly execute and file a Notice of Exemption in accordance with Section 15374 of the CEQA Guidelines.

SECTION 3. Amendment to Chapter 17.08. Chapter 17.08 (Definitions) of Title 17 (Zoning) of the Industry Municipal Code is amended as follows:

- A. Section 17.08.082 (Emergency homeless shelter) is added to read as follows:

"17.08.082 Emergency homeless shelter.

"Emergency homeless shelter" means housing with minimal supportive services operated by a provider that provides temporary accommodations to homeless persons. The term "temporary accommodations" means that a person or family will be allowed to reside at the shelter for a time period not to exceed six months. For purpose of this definition, a "provider" means a government agency or private non-profit organization that provides or contracts with recognized community organizations to provide emergency or temporary shelter, and which may also

provide meals, counseling and other services, as well as common areas for residents of the facility. Such a facility may have individual rooms, but is not developed with individual dwelling units.”

B. Section 17.08.130 (Residence) is renumbered to Section 17.08.125.

C. Section 17.08.127 (Residential care, limited) is added to read as follows:

“17.08.127 Residential care, limited.

“Residential care, limited” means twenty-four-hour, non-medical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the State of California. A residential facility serving six or fewer persons is considered a residential dwelling and is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law.”

D. Section 17.08.129 (Residential care, general) is added to read as follows:

“17.08.129 Residential care, general.

“Residential care, general” means twenty-four-hour non-medical care for seven or more persons, including wards of the juvenile court, in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those facilities licensed by the State of California.”

E. Section 17.08.152 (Supportive housing) is added to read as follows:

“17.08.152 Supportive housing.

“Supportive housing” is defined in the Health and Safety Code section 50675.14. Supportive housing is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law.”

F. Section 17.08.157 (Transitional housing) is added to read as follows:

“17.08.057 Transitional housing.

“Transitional housing” is defined in the Health and Safety Code section 50675.2. Transitional housing is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law.”

SECTION 4. Amendment to Chapter 17.18. Chapter 17.18 (Institutional Zone) of Title 17 (Zoning) of the Industry Municipal Code is amended as set forth in Exhibit A attached to this ordinance and incorporated by this reference.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance will become effective 30 days after its adoption.

SECTION 7. Publication. The City Clerk will certify to the adoption of this Ordinance and is directed to cause this ordinance to be published in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 22nd day of January, 2015.

Tim Spohn, Mayor

ATTEST:

Jodi L. Scrivens, City Clerk

APPROVED AS TO FORM:

Michele R. Vadon, City Attorney

EXHIBIT A

EXHIBIT A

Chapter 17.08

DEFINITIONS

Sections:

17.08.005	Adult business.
17.08.007	Alcohol service.
17.08.008	Ancillary use.
17.08.009	Approved use.
17.08.010	Article.
17.08.015	Automobile.
17.08.020	Automobile storage space.
17.08.025	Bar and cocktail lounge.
17.08.030	Building.
17.08.040	Chapter.
17.08.050	Commission.
17.08.060	Dairy.
17.08.065	Dancing club.
17.08.067	Dancing school.
17.08.070	Domestic animal.
17.08.080	Dwelling unit.
17.08.082	Emergency homeless shelter.
17.08.085	Entertainment.
17.08.090	Front yard setback.
17.08.095	Industrial building.
17.08.098	Miniwarehouse/self-storage facility.
17.08.100	Parcel of land.
17.08.110	Person.
17.08.120	Required area.
17.08.125	Residence.
17.08.127	Residential care, limited
17.08.129	Residential care, general
17.08.132	Restaurant—Fast-food.
17.08.133	Restaurant—Full service.
17.08.135	Retail store.
17.08.140	Section.
17.08.142	Solid waste.
17.08.144	Solid waste handling facility.
17.08.150	Stand.
17.08.152	Supportive housing.
17.08.157	Transitional housing.
17.08.160	Use.

17.08.082 Emergency homeless shelter.

“Emergency homeless shelter” means housing with minimal supportive services operated by a provider that provides temporary accommodations to homeless persons. The term “temporary accommodations” means that a person or family will be allowed to reside at the shelter for a time period not to exceed six months. For purpose of this definition, a “provider” means a government agency or private non-profit organization that provides or contracts with recognized community organizations to provide emergency or temporary shelter, and which may also provide meals, counseling and other services, as well as common areas for residents of the facility. Such a facility may have individual rooms, but is not developed with individual dwelling units.

17.08.125 Residence.

“Residence” means a building designed as living quarters for persons doing their own cooking in such building. (Ord. 771 § 3, 2012; Ord. 178 § 137, 1961)

17.08.127 Residential care, limited.

“Residential care, limited” means twenty-four-hour, non-medical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the State of California. A residential facility serving six or fewer persons is considered a residential dwelling and is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law.

17.08.129 Residential care, general.

“Residential care, general” means twenty-four-hour non-medical care for seven or more persons, including wards of the juvenile court, in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those facilities licensed by the State of California.

17.08.152 Supportive housing.

“Supportive housing” is defined in the Health and Safety Code section 50675.14. Supportive housing is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law.

17.08.057 Transitional housing.

“Transitional housing” is defined in the Health and Safety Code section 50675.2. Transitional housing is permitted, conditionally permitted, or prohibited in the same manner as other residential dwellings of the same type in the same zone under this code and applicable state law.

Chapter 17.18

INSTITUTIONAL ZONE

Sections:

- 17.18.010 Intent and purpose.**
- 17.18.020 Institutional zone established.**
- 17.18.030 Uses permitted.**
- 17.18.040 Development standards.**
- 17.18.050 Emergency homeless shelters.**

17.18.010 Intent and purpose.

It is the intent and purpose of the institutional zone is to:

- A. Establish areas for public or quasi-public uses;
- B. Provide greater certainty about the future use and development of properties zoned institutional; and
- C. Ensure orderly planning and review procedures that will result in quality institutional developments. (Ord. 774 § 3, 2012)

17.18.020 Institutional zone established.

The institutional zone is hereby established to provide areas for public or quasi-public uses within the city and is applicable to such public property as may be owned, maintained, or used by the city, county, a school district, or other governmental entities as well as publically owned properties that are leased to non-public entities. (Ord. 774 § 3, 2012)

17.18.030 Uses permitted.

- A. Property zoned institutional may be used for the following uses subject to the issuance of a conditional use permit pursuant to Chapter 17.48 of this code:
 - 1. Public schools;
 - 2. Government institutions and facilities such as civic centers, post offices, fire stations, law enforcement facilities, and libraries;
 - 3. Museums and historic preservation;
 - 4. Private office and financial uses and nonprofit organizations that lease or utilize property owned, maintained, or used by the city, county, a school district, or other governmental entity;
 - 5. Public transportation facilities such as train stations, public parking lots, and park-and-ride lots;
 - 6. Hospitals, nursing homes, comprehensive subacute and skilled nursing care, and long term residential care; and

7. Licensed residential care facilities serving seven (7) or more clients.

B. The following uses are permitted to remain in their existing locations on properties zoned institutional; provided, however, that because of their nature these uses are not permitted to be moved or newly established on other properties zoned institutional unless such property is completely surrounded by similar uses as that proposed or by industrial uses:

1. Quasi-public facilities such as public utility facilities, power generation facilities, and electrical substations. (Ord. 774 § 3, 2012)

C. The following uses are permitted with approval of any necessary development permits for new construction as described in Section 17.36.020 (Development Plan-Long Form or Short-Form application as appropriate):

1. Emergency homeless shelter per Section 17.18.050.

17.18.040 Development standards.

Approval of a development plan is required for new or expanded structures on properties in the institutional zone pursuant to Chapter 17.36, Design Review. Development is subject to the following standards:

Standards	
Lot	
Minimum parcel size	• None.
Minimum parcel frontage	• None.
Building Envelope	
Maximum building square footage	• None.
Front setbacks	• 30 feet from front of curb of any street or highway, whether improved or not, to any habitable structure.
Rear and side setbacks	• None.
Maximum height	• 70 feet. • Radio towers, utility substations, electricity generating facilities, and other similar structures without habitable floor area may exceed maximum height as determined by city council during the development plan long-form application review.
Parking, Loading, and Access	
Parking	• Uses with public visitation or office use: 1 parking space per 250 sf of floor area devoted to public or office use. • Uses with no public visitation: 1 parking space per 500 sf of habitable floor area devoted to

Standards	
	<p>employee or office use.</p> <ul style="list-style-type: none"> • Transportation and parking lots: no minimum parking requirements.
Parking, drive isles, and driveways	<ul style="list-style-type: none"> • Minimum parking stall size: 9' x 19'. • Compact parking spaces (minimum stall size of 8' x 16') up to 30% of required parking. • Minimum driveway and parking-aisle width: 26 feet. • Only 90° parking allowed. • Driveways must be located in such a manner that: (1) there is an unobstructed view of the street and oncoming traffic; and (2) it does not create a hazard for vehicles entering or exiting a site.
Truck loading and maneuvering	<ul style="list-style-type: none"> • Located at the rear when possible. If located on front or side, the loading dock should be screened from unobstructed public view with permanent landscaping, masonry wall(s), or other suitable methods as approved by the planning director. • 100 feet of unobstructed clearance behind loading docks. • All truck maneuvering, stacking, and queuing must be accommodated on-site.
Grounds	
Landscaping	<ul style="list-style-type: none"> • Minimum landscape area: <p style="margin-left: 40px;">Lots up to 150,000 sf: 12% of lot area.</p> <p style="margin-left: 40px;">Lots 150,001 sf to 250,000 sf: 11% of lot area or 18,000 sf whichever is greater.</p> <p style="margin-left: 40px;">Lots 250,001 sf to 350,000 sf: 10% of lot area or 27,500 sf whichever is greater.</p> <p style="margin-left: 40px;">Lots 350,001 sf to 450,000 sf: 09% of lot area or 35,000 sf whichever is greater.</p> <p style="margin-left: 40px;">Lots greater than 450,001 sf: 8% of lot area or 40,500 sf whichever is greater.</p>
	<ul style="list-style-type: none"> • The required landscape area must be concentrated along the public street(s) to the greatest extent possible. • Landscaping must be designed to comply with the city's water efficient landscape regulations, Chapter 13.18, and with the city's water efficient landscape guidelines.
Walls	<ul style="list-style-type: none"> • In front setback: 42 inches maximum height if a solid wall and 8 feet maximum height if wrought-iron or combination decorative masonry and wrought-iron. • A maximum 8-foot tall solid wall may be permitted in the front setback to screen utility facilities, power generation facilities, and electrical substations only if: (1) adequate landscaping is provided between the wall and the street to soften the wall (e.g., vines, trees, tall bushes); and (2) the wall is designed to eliminate a long, monotonous, unbroken plain (e.g., off-sets, pilasters); or (3) decorative wall elements are provided (e.g., split face block, bricks, public art). • A maximum 6-foot tall chain link fence may be permitted in the front setback only if the

Standards	
	<p>site is located so that it is not clearly visible to the public (e.g., at end of a cul-de-sac surrounded by industrial uses).</p> <ul style="list-style-type: none"> • Side and rear property lines: 10-foot tall maximum height. • All screen walls shall be constructed of masonry, concrete or other similar materials. Chain link is not permitted as a screen wall. • The design and materials used in the construction of fences and walls shall be compatible with the architecture of the buildings on the site and surrounding properties. • Exterior wall surfaces shall at all times be kept free from graffiti or any other marks of vandalism.
Trash and recycling bin enclosures	<ul style="list-style-type: none"> • 1 trash bin and 1 recycling bin enclosure required per building or as required by trash provider. • Each enclosure must be a minimum of 10' x 8' area with 6-foot tall walls, self-latching gate, and constructed of same materials as the main structure or masonry block.
Miscellaneous	
Outside storage	<ul style="list-style-type: none"> • Outside storage will not be permitted unless screened from view from public streets and adjacent property by a masonry screen wall or structure. • Outdoor storage is prohibited within setback areas.
Mechanical equipment	<ul style="list-style-type: none"> • With the exception of public utility facilities, power generation facilities, and electrical substations, all mechanical equipment (including roof-mounted equipment) shall be screened from public view by screening that complements in color, materials, and style, the main structure. The planning director may approve exceptions for historical structures.
Grading and drainage	<ul style="list-style-type: none"> • All site grading and drainage plans shall be approved by the city engineer. • Surface drainage must not result in surface flow onto any adjacent parcel. • Sharing surface drainage gutters among adjacent parcels is not permitted; however, underground storm drains along common property lines serving more than one parcel of land may be permitted. • Each parcel shall provide for the collection and discharge of surface runoff to an improved street, storm drain, or established watercourse independently of adjacent parcels.
Congestion management program	<ul style="list-style-type: none"> • Chapter 17.68, Congestion Management Program.

Standards	
Use permit	• Any change of occupants will be required to obtain a use permit per Chapter 17.44, Use Permit.
Signs	• Chapter 15.32, Sign Regulations.
Recycling facilities	• Chapter 17.52, Recycling Facilities.
Special events and banners	• Section 17.44.050, Special events, and approval of a special event/temporary banner permit.

Notes:

sf = square feet

17.18.050 Emergency homeless shelters.

In addition to the development standards noted in Section 17.18.040, emergency homeless shelters must comply with the following standards:

A. No person may reside at an emergency homeless shelter for a period longer than six months in a 365-day period.

B. The facility may not contain more than five beds or serve more than five homeless persons at any one time.

C. A management and security plan must be submitted to the Planning Director for review and approval along with the application. The site-specific management and security plan must describe the following:

1. Both on and off-site needs, including, but not limited to, the separation of individual male and female sleeping areas, provisions of family sleeping areas, and associated provisions of management.

2. Good neighbor policies, including specific measures to minimize resident congregation in the vicinity of the facility during any hours that residents are not allowed inside the facility. Specific objectives are to avoid disruption of and interference with adjacent and nearby uses.

3. Management of daily admittance and discharge.

4. The screening of clients for admittance eligibility, including procedures for screening of potential residents to identify individuals who should be referred to medical facilities, residential care facilities, other service agencies, or law enforcement.

5. Site maintenance and refuse collection schedules that provide the timely removal of litter and debris on and within the vicinity of the facility.

6. Staff training and qualifications, including numbers and responsibilities of staff, shifts, and contact phone number, security, and for training, counseling, and treatment programs for residents.

7. The responsibility for the provision of an annual report to the Planning Director describing the operation and use of the facility that demonstrates compliance with the requirements of this section.

C. The following must be provided in each emergency homeless shelter:

1. Adequate external lighting for security purposes. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and positioned to maximize security at entries, parking areas, and common areas.

2. On-site client intake and waiting area in a location not adjacent to the public right-of-way, fully screened from public view, and a minimum area of five square feet per bed.

3. A minimum of 50 square feet of personal space must be allocated to each client bed and private storage area, or as may be required by the applicable building codes and fire codes.

4. Central cooking and dining room(s).

5. Child care facilities.

6. Laundry facilities or services adequate for the number of residents.

7. On-site parking must be provided at the ratio of one space per staff member, plus one space for every six beds.

8. Fencing, video cameras, and other provisions intended to enhance the security of the facility, residents, and staff.

9. Transportation provisions including pick-up and drop-off areas.

10. The provision of residential trash services.