

# CITY OF INDUSTRY

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CITY COUNCIL  
REGULAR MEETING AGENDA

MAY 14, 2015  
9:00 AM



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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

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## **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.

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1. Call to Order
  2. Flag Salute
  3. Roll Call
  4. Public Comments
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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.*

5.2 Consideration of the minutes of the March 12, 2015 regular meeting.

*RECOMMENDED ACTION: Approve as submitted, with Council Member Ferrero abstaining due to his absence from the meeting.*

5.3 Consideration of award of Contract No. CITY-1424, 2014-2015 Slurry Seal and Parking Lot Sealcoat, to American Asphalt South, Inc., in the amount of \$233,826.78.

*RECOMMENDED ACTION: Award the contract to American Asphalt South, Inc. In the amount of \$233,826.78.*

5.4 Consideration of authorization to advertise for solicitation of public bids for Contract No. CITY-1422, Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction, for an estimated cost of \$531,000.00.

*RECOMMENDED ACTION: Approve the plans and specifications and authorize the advertising of sealed bids.*

6. **CITY MANAGER MATTERS**

6.1 Consideration of a participation Agreement Regarding Improvements to Clark Avenue in the City of Industry with C.E.G. Construction for developer contributions to the construction of City Contract No. CITY-1422, Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction.

*RECOMMENDED ACTION: Approve the Agreement.*

6.2 Consideration of a Professional Services Agreement between the City of Industry and Waste Systems Technology, Inc. to provide commercial waste reduction and education program, for a budget amount of \$198,765.00.

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.3 Consideration of a Purchase and Sale Agreement with Joint Escrow Instructions between the City of Industry and Rockledge Equity, LLC, for the sale and disposition of City-owned property located at 804 Azusa Avenue in the City of Industry.

*RECOMMENDED ACTION: Approve the Agreement.*

- 6.4 Consideration of Resolution No. CC 2015-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE CALIFORNIA EMPLOYEE RETIREE BENEFIT TRUST PROGRAM (CERBT) ADMINISTERED BY CALPERS AND FURTHER AUTHORIZING PREFUNDING OF THE CITY'S ACTUARIAL LIABILITIES FOR SUCH HEALTH AND OTHER BENEFIT COSTS.

*RECOMMENDED ACTION: Adopt Resolution No. CC 2015-08.*

- 6.5 Consideration of an Agreement for Financial Advisory Services between the City of Industry and NHA Advisors, LLC to provide financial advisory services to the City.

*RECOMMENDED ACTION: Approve the Agreement.*

## **7. CITY ATTORNEY MATTERS**

- 7.1 Consideration of Ordinance No. 790 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CITY'S COMPLIANCE WITH (1) THE CALIFORNIA PREVAILING WAGE REQUIREMENTS PROVIDED IN LABOR CODE SECTIONS 1770, ET SEQ., AND (2) THE CALIFORNIA PROJECT LABOR AGREEMENTS IN PUBLIC CONTRACT CODE SECTIONS 2500, ET SEQ.

(SECOND READING)

*RECOMMENDED ACTION: Waive further reading, and adopt Ordinance No. 790.*

## **8. PLANNING DIRECTOR MATTERS**

- 8.1 Consideration of Development Plan application 15-4 submitted by Facility Builders and Erectors Inc. for an exterior renovation and the addition of a new loading dock to an existing warehouse located at 17788 Rowland Street.

*RECOMMENDED ACTION: Approve Development Plan No. 15-4 submitted by Facility Builders and Erectors Inc. based on the findings and Standard Requirements and Conditions.*

## **9. CLOSED SESSION**

- 9.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Three Potential Cases.
  - 9.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):  
One Case.
10. Adjournment. Next regular meeting: Thursday, May 28, 2015 at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 5.1

**CITY OF INDUSTRY**  
**ACTIONS FOR CITY GOODS AND SERVICES**  
**May 14, 2015**

**FUND RECAP:**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	15,536,023.81
103	PROP A FUND	71,234.84
105	AQMD GRANT FUND	11,104.00
120	CAPITAL IMPROVEMENT FUND	247,578.59
161	IPUC - ELECTRIC	381,214.35
TOTAL ALL FUNDS		16,247,155.59

**BANK RECAP:**

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	13,014,860.81
PROP A	PROP A - CKING ACCOUNT	71,234.84
REF	REFUSE - CKING ACCOUNT	1,204,350.08
WFBK	WELLS FARGO- CKING ACCOUNT	1,956,709.86
TOTAL ALL BANKS		16,247,155.59

**CITY OF INDUSTRY  
BANK OF AMERICA  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITYELEC.CHK - City Electric</b>				
1353	04/21/2015		CITY OF INDUSTRY	\$265,114.35
	Invoice	Date	Description	Amount
	4/21/15	04/21/2015	TRANSFER FUNDS-ELECTRIC	\$265,114.35
<b>CITYGEN.CHK - City General</b>				
24254	04/08/2015		CIVIC RECREATIONAL INDUSTRIAL	\$135,000.00
	Invoice	Date	Description	Amount
	4/8/15	04/08/2015	TRANSFER FUNDS-CRIA A/P	\$135,000.00
24255	04/20/2015		CITY OF INDUSTRY	\$508,413.18
	Invoice	Date	Description	Amount
	4/20/15	04/20/2015	TRANSFER FUNDS-SAVINGS	\$508,413.18
24256	04/24/2015		VOIDED- PAPER JAM	\$0.00
24257	04/20/2015		CITY OF INDUSTRY	\$11,883,217.01
	Invoice	Date	Description	Amount
	4/20/15-A	04/20/2015	TAX OVERRIDE TRANSFER	\$11,883,217.01
24258	04/20/2015		CITY OF INDUSTRY	\$220,907.20
	Invoice	Date	Description	Amount
	4/20/15-B	04/20/2015	TRANSFER FUNDS 91-1 REDEMPTION	\$220,907.20
24259	04/20/2015		CITY OF INDUSTRY	\$2,209.07
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY**  
**BANK OF AMERICA**  
**May 14, 2015**

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
4/20/15-C	04/20/2015	TRANSFER FUNDS 91-1 ADMIN	\$2,209.07

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	7	\$13,014,860.81

**CITY OF INDUSTRY**

**PROP A**

**May 14, 2015**

Check	Date			Payee Name	Check Amount
<b>PROPA.CHK - Prop A Checking</b>					
<b>11565</b>	04/10/2015			<b>ACE CONSTRUCTION AUTHORITY</b>	<b>\$61,727.11</b>
	Invoice	Date	Description	Amount	
	ACE-204-10	04/10/2015	BETTERMENT AGRMT-FAIRWAY SEPARATION	\$19,164.54	
	ACE-207-10	04/10/2015	BETTERMENT AGRMT-FULLERTON RD SEPARATION	\$42,562.57	
<b>11566</b>	04/27/2015			<b>CITY OF INDUSTRY-REFUSE</b>	<b>\$236.40</b>
	Invoice	Date	Description	Amount	
	2001095	02/01/2015	DISP SVC-METROLINK	\$78.80	
	2018474	03/01/2015	DISP SVC-METROLINK	\$78.80	
	2068709	04/01/2015	DISP SVC-METROLINK	\$78.80	
<b>11567</b>	04/27/2015			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$8,648.65</b>
	Invoice	Date	Description	Amount	
	14-13819	03/27/2015	SEC SVC-METROLINK	\$1,729.73	
	14-13878	04/03/2015	SEC SVC-METROLINK	\$1,729.73	
	14-13937	04/10/2015	SEC SVC-METROLINK	\$1,729.73	
	14-13996	04/17/2015	SEC SVC-METROLINK	\$1,729.73	
	14-14055	04/24/2015	SEC SVC-METROLINK	\$1,729.73	
<b>11568</b>	04/27/2015			<b>SO CAL INDUSTRIES</b>	<b>\$93.87</b>
	Invoice	Date	Description	Amount	
	177343	03/31/2015	RR RENTAL-METROLINK	\$93.87	
<b>11569</b>	04/27/2015			<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$292.81</b>
	Invoice	Date	Description	Amount	
	2015-00001283	04/21/2015	2/23-3/24/15 SVC-600 S BREA CYN B	\$292.81	
<b>11570</b>	04/27/2015			<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$236.00</b>
	Invoice	Date	Description	Amount	
	1939716	04/07/2015	2/28-3/30/15 SVC-METROLINK	\$217.71	
	1940594	04/08/2015	3/4-4/1/15 SVC-PLATFORM METROLINK	\$18.29	

**CITY OF INDUSTRY**

**PROP A**

**May 14, 2015**

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
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<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	6	\$71,234.84

**CITY OF INDUSTRY  
WELLS FARGO REFUSE  
May 14, 2015**

Checks	Date		Payee Name	Check Amount
<b>REFUSE - Refuse Account</b>				
<b>WT186</b>	05/05/2015		<b>CITY OF INDUSTRY DISPOSAL CO.</b>	<b>\$1,190,132.89</b>
	Invoice	Date	Description	Amount
	2137992	05/05/2015	REFUSE SVC 4/1-4/30/15	\$1,190,132.89
<b>4145</b>	04/13/2015		<b>RJJ CONSTRUCTION, INC.</b>	<b>\$323.20</b>
	Invoice	Date	Description	Amount
	4/13/15	04/13/2015	REFUND-ACCT #085423	\$323.20
<b>4146</b>	04/13/2015		<b>RACK PERMIT SERVICE</b>	<b>\$175.84</b>
	Invoice	Date	Description	Amount
	4/13/15	04/13/2015	REFUND-ACCT #082286	\$175.84
<b>4147</b>	04/24/2015		<b>HOT TOPIC</b>	<b>\$13,579.20</b>
	Invoice	Date	Description	Amount
	4/24/15-A	04/24/2015	REFUND-ACCT #087002	\$13,579.20
<b>4148</b>	04/24/2015		<b>TORRID</b>	<b>\$138.95</b>
	Invoice	Date	Description	Amount
	4/24/15-B	04/24/2015	REFUND-ACCT #082874	\$138.95

Checks	Status	Count	Transaction Amount
	Total	5	\$1,204,350.08

**CITY OF INDUSTRY  
WELLS FARGO VOIDED CHECK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
61267	03/26/2015		L A COUNTY REGISTRAR-	(\$2,181.25)
	Invoice	Date	Description	Amount
	DP14-10-A	03/18/2015	VOIDED-INCORRECT AMOUNT	(\$2,181.25)

Check	Status	Count	Transaction Amount
	Total	1	(\$2,181.25)

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61537</b>	04/20/2015		<b>BANK OF AMERICA - VISA</b>	<b>\$6,266.12</b>
	Invoice	Date	Description	Amount
	2015-00001264	04/06/2015	3/7-4/6/15 JD BALLAS	\$3,034.87
	2015-00001265	04/06/2015	3/7-4/6/15 K RADECKI	\$253.44
	2015-00001266	04/06/2015	3/7-4/6/15 AUTHORIZED REP	\$286.81
	2015-00001267	04/06/2015	3/7-4/6/15 B JAMES	\$48.04
	2015-00001268	04/06/2015	3/7-4/6/15 T SPOHN	\$2,642.96
<b>61538</b>	04/20/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	DP15-3-A	04/17/2015	FEE-NOTICE OF DETERMINATION	\$75.00
<b>61539</b>	04/20/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$2,210.00</b>
	Invoice	Date	Description	Amount
	DP15-3-B	04/17/2015	FEE-DEPT OF FISH AND GAME	\$2,210.00
<b>61540</b>	04/20/2015		<b>NOBLE AMERICAS ENERGY</b>	<b>\$945.32</b>
	Invoice	Date	Description	Amount
	151050004373808	04/15/2015	WHOLESALE GAS-MAR 2015	\$945.32
<b>61541</b>	04/20/2015		<b>PAETEC COMMUNICATIONS</b>	<b>\$736.01</b>
	Invoice	Date	Description	Amount
	58328422	04/11/2015	PHONE SVC-APR 2015	\$736.01
<b>61542</b>	04/20/2015		<b>PITNEY BOWES, INC.</b>	<b>\$103.75</b>
	Invoice	Date	Description	Amount
	8554990-AP15	04/13/2015	POSTAGE MACHINE-APR 2015	\$103.75
<b>61543</b>	04/21/2015		<b>AT &amp; T MOBILITY</b>	<b>\$180.35</b>
	Invoice	Date	Description	Amount
	2015-00001280	04/07/2015	04/08-05/07/15 SVC - TIM SPOHN	\$180.35

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61544</b>	04/21/2015		<b>INDUSTRY PUBLIC UTILITY</b>	<b>\$2,501.48</b>
	Invoice	Date	Description	Amount
	2015-00001281	04/14/2015	03/10-04/10/15 SVC - 600 BREA CYN RD	\$2,501.48
<b>61545</b>	04/21/2015		<b>RICOH USA, INC.</b>	<b>\$3,428.39</b>
	Invoice	Date	Description	Amount
	45236305	04/11/2015	COPIER LEASE-HR	\$262.25
	45216209	04/11/2015	COPIER LEASE-APR 2015	\$3,166.14
<b>61546</b>	04/21/2015		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$465.59</b>
	Invoice	Date	Description	Amount
	2015-00001282	04/16/2015	03/16-04/15/15 SVC - 14329 VALLEY	\$465.59
<b>61547</b>	04/21/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$2,520.81</b>
	Invoice	Date	Description	Amount
	2015-00001275	04/14/2015	03/12-04/13/15 SVC - 575 BALDWIN PARK AVE U	\$72.25
	2015-00001276	04/14/2015	02/12-04/08/15 SVC - VALLEY BLVD U-VARIOUS SITES	\$719.70
	2015-00001277	04/15/2015	03/13-04/14/15 SVC - 490 7TH U	\$71.96
	2015-00001278	04/18/2015	03/18-04/17/15 SVC - 1341 FULLERTON RD	\$37.84
	2015-00001279	04/18/2015	03/18-04/17/15 SVC - 17635 GALE	\$1,549.15
	17370GALE-APR15	04/18/2015	03/18-04/17/15 SVC - 17370 GALE AVE	\$69.91
<b>61548</b>	04/21/2015		<b>UNITED SITE SERVICES OF</b>	<b>\$3,735.87</b>
	Invoice	Date	Description	Amount
	414-388570	04/17/2015	RR RENTAL-SPECIAL EVENT AT HOMESTEAD	\$3,735.87
<b>61549</b>	04/21/2015		<b>VERIZON</b>	<b>\$1,145.83</b>
	Invoice	Date	Description	Amount
	2015-00001269	04/01/2015	04/01-04/30/15 SVC - CITY HALL FAXES	\$512.72
	2015-00001270	04/01/2015	04/01-04/30/15 SVC - VARIOUS SITES	\$295.31

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	HATCHER-APR15	04/01/2015	04/01-04/30/15 SVC - HATCHER	\$51.18
	2015-00001271	04/01/2015	04/01-04/30/15 SVC - TRES HERMANOS	\$49.33
	2015-00001272	04/07/2015	04/07-05/06/15 SVC - GENERATOR SITE-TELEMETRY	\$24.74
	841 7TH-APR15	04/10/2015	04/10-05/09/15 SVC - 841 7TH AVE	\$96.52
	2015-00001273	04/10/2015	04/10-05/09/15 SVC - ELECTRIC MODEM	\$54.36
	2015-00001274	04/10/2015	04/10-05/09/15 SVC - ELECTRIC MODEM	\$61.67
<b>61550</b>	04/24/2015		<b>EXXON MOBIL</b>	<b>\$981.65</b>
	Invoice	Date	Description	Amount
	72006767504	04/08/2015	FUEL-SECURITY VEHICLES	\$981.65
<b>61551</b>	04/24/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$2,210.00</b>
	Invoice	Date	Description	Amount
	DP 14-10	04/21/2015	FEE-DEPT OF FISH AND GAME	\$2,210.00
<b>61552</b>	04/24/2015		<b>PUENTE HILLS TOYOTA</b>	<b>\$149,207.25</b>
	Invoice	Date	Description	Amount
	PHT-2PP	04/07/2015	PUENTE HILLS MESSAGE BOARD LEASE	\$149,207.25
<b>61553</b>	04/24/2015		<b>THORSON MOTOR CENTER</b>	<b>\$63,000.51</b>
	Invoice	Date	Description	Amount
	CONTRACT 249778	04/24/2015	PURCHASE OF 2015 ISUZU TRUCK	\$63,000.51
<b>61554</b>	04/28/2015		<b>AT &amp; T</b>	<b>\$243.04</b>
	Invoice	Date	Description	Amount
	2015-00001301	04/17/2015	04/17-05/16/15 SVC - TONNER-RADIO	\$109.05
	2015-00001302	04/17/2015	04/17-05/16/15 SVC - TONNER-GUARD SHACK	\$133.99
<b>61555</b>	04/28/2015		<b>CITY OF CHINO HILL UTILITY</b>	<b>\$312.30</b>
	Invoice	Date	Description	Amount
	2015-00001303	04/17/2015	03/16-04/15/15 SVC - 1550 RANCHO HILLS DR	\$312.30

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61556</b>	04/28/2015		<b>GAS COMPANY, THE</b>	<b>\$30.22</b>
	Invoice	Date	Description	Amount
	2015-00001304	04/21/2015	03/19-04/17/15 SVC - 610 S BREA CYN RD	\$30.22
<b>61557</b>	04/28/2015		<b>MCI COMM SERVICE</b>	<b>\$32.37</b>
	Invoice	Date	Description	Amount
	HATCHER-APR15	04/17/2015	HATCHER WAREHOUSE - APRIL 2015	\$32.37
<b>61558</b>	04/28/2015		<b>ROWLAND WATER DISTRICT</b>	<b>\$384.96</b>
	Invoice	Date	Description	Amount
	2015-00001305	04/22/2015	03/18-04/14/15 SVC - 17217 & 17229 CHESTNUT - IRR	\$105.26
	2015-00001306	04/22/2015	03/18-04/14/15 SVC - 755 NOGALES (RC)	\$125.86
	1123DHATCH-APR15	04/22/2015	03/18-04/14/15 SVC - 1123D HATCHER ST	\$67.56
	2015-00001307	04/22/2015	03/18-04/14/15 SVC - AZUSA AVE (RC)	\$86.28
<b>61559</b>	04/28/2015		<b>SAN GABRIEL VALLEY WATER CO.</b>	<b>\$198.77</b>
	Invoice	Date	Description	Amount
	2015-00001308	04/17/2015	03/17-04/16/15 SVC - 336 EL ENCANTO	\$37.72
	841 7TH-APR15	04/20/2015	03/18-04/17/15 SVC - 841 7TH	\$161.05
<b>61560</b>	04/28/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$60,522.00</b>
	Invoice	Date	Description	Amount
	2015-00001284	04/21/2015	03/18-04/17/15 SVC - VARIOUS SITES	\$3,077.30
	2015-00001285	04/21/2015	03/18-04/17/15 SVC - 15415 DON JULIAN RD	\$2,179.23
	2015-00001286	04/21/2015	02/17-04/17/15 SVC - VARIOUS SITES	\$5,458.74
	2015-00001288	04/21/2015	03/18-04/17/15 SVC - VARIOUS SITES	\$88.33
	2015-00001289	04/21/2015	03/18-04/17/15 SVC - PECK RD S/O PELLISSIER	\$35.21
	841 7TH-APR15	04/21/2015	03/18-04/17/15 SVC - 841 7TH AVE	\$640.54
	2015-00001290	04/21/2015	03/01-04/01/15 SVC - VARIOUS SITES	\$4,146.78
	2015-00001291	04/21/2015	03/18-04/17/15 SVC - VARIOUS SITES	\$3,106.59

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2015-00001292	04/21/2015	08/01/12-04/01/15 SVC - VARIOUS SITES	\$38,670.95
	2015-00001293	04/21/2015	01/16-04/17/15 SVC - VARIOUS SITES	\$2,897.83
	2015-00001294	04/21/2015	03/18-04/17/15 SVC - 15415 DON JULIAN RD	\$220.50
<b>61561</b>	04/28/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$221.00</b>
	Invoice	Date	Description	Amount
	2015-00001287	04/21/2015	01/16-02/17/15 SVC - 19001 TONNER CYN RD	\$221.00
<b>61562</b>	04/28/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$10,317.99</b>
	Invoice	Date	Description	Amount
	7500534777	04/17/2015	03/01-03/31/15 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
	7500534778	04/17/2015	03/01-03/31/15 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
	7500534779	04/17/2015	03/01-03/31/15 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
<b>61563</b>	04/28/2015		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$958.23</b>
	Invoice	Date	Description	Amount
	180040666303	04/23/2015	03/24-04/23/15 SVC - AZUSA & GEMINI	\$958.23
<b>61564</b>	04/28/2015		<b>VERIZON</b>	<b>\$702.76</b>
	Invoice	Date	Description	Amount
	2015-00001295	04/10/2015	04/10-05/09/15 SVC - GENERATOR SITE-TELEMETRY	\$145.27
	2015-00001296	04/10/2015	04/10-05/09/15 SVC - GENERATOR SITE-TELEMETRY	\$54.36
	2015-00001297	04/10/2015	04/10-05/09/15 SVC - 600 BREA CYN RD	\$220.01
	2015-00001298	04/16/2015	04/16-05/15/15 SVC - BREA CYN PUMP STN	\$69.63
	2015-00001299	04/16/2015	04/16-05/15/15 SVC - PH AUTO PLAZA	\$161.62
	2015-00001300	04/16/2015	04/16-05/15/15 SVC - GENERATOR SITE-TELEMETRY	\$51.87
<b>61565</b>	05/01/2015		<b>ADVANCE EXERCISE EQUIPMENT</b>	<b>\$8,999.45</b>
	Invoice	Date	Description	Amount
	013847-R5	04/27/2015	DEPOSIT-INSTALL EXERCISE EQUIP AT CITY HALL	\$8,999.45

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61566</b>	05/06/2015	<b>GAS COMPANY, THE</b>		<b>\$80.99</b>
	Invoice	Date	Description	Amount
	2015-00001368	04/28/2015	03/26-04/24/15 SVC - 15415 DON JULIAN RD	\$80.99
<b>61567</b>	05/06/2015	<b>L A COUNTY REGISTRAR-</b>		<b>\$75.00</b>
	Invoice	Date	Description	Amount
	DP14-9	05/05/2015	FEE-NOTICE OF INTENT	\$75.00
<b>61568</b>	05/06/2015	<b>ROWLAND WATER DISTRICT</b>		<b>\$2,462.28</b>
	Invoice	Date	Description	Amount
	2015-00001355	04/22/2015	03/17-04/15/15 SVC - 1100 AZUSA AVE	\$152.66
	17370GALE8-APR15	04/22/2015	03/17-04/15/15 SVC - 17370 GALE AVE 839995	\$36.75
	17370GALE-APR15	04/22/2015	03/17-04/15/15 SVC - 17370 GALE AVE	\$538.00
	2015-00001356	04/22/2015	03/17-04/15/15 SVC - AZUSA AVE - CENTER	\$113.96
	2015-00001357	04/22/2015	03/17-04/15/15 SVC - AZUSA AVE 205597	\$96.56
	1135HATCH-APR15	04/22/2015	03/18-04/14/15 SVC - 1135 HATCHER ST	\$61.76
	1123CHATCH-APR15	04/22/2015	03/18-04/14/15 SVC - 1123C HATCHER ST	\$169.06
	2015-00001358	04/22/2015	03/18-04/14/15 SVC - 930 AZUSA AVE	\$546.89
	2015-00001359	04/22/2015	03/18-04/14/15 SVC - 17401 VALLEY BLVD	\$352.59
	2015-00001360	04/22/2015	03/18-04/14/15 SVC - 18044 ROWLAND-LAWSON	\$102.36
	2015-00001361	04/22/2015	03/18-04/14/15 SVC - HURLEY ST & VALLEY	\$291.69
<b>61569</b>	05/06/2015	<b>SAN GABRIEL VALLEY WATER CO.</b>		<b>\$7,543.73</b>
	Invoice	Date	Description	Amount
	2015-00001343	04/28/2015	03/26-04/27/15 SVC - IRRIG SALT LAKE/SEVENTH	\$216.44
	2015-00001344	04/28/2015	03/26-04/27/15 SVC - CROSSROADS PKWY SOUTH	\$677.50
	2015-00001345	04/28/2015	03/26-04/27/15 SVC - CROSSROADS PKWY SOUTH	\$545.77
	2015-00001346	04/28/2015	03/26-04/27/15 SVC - CROSSROADS PKWY STA 103-	\$289.91
	2015-00001347	04/28/2015	03/26-04/27/15 SVC - CROSSROADS PKWY NORTH	\$777.73
	2015-00001348	04/28/2015	03/26-04/27/15 SVC - CROSSROADS PKWY STA 129-	\$1,203.44
	2015-00001349	04/28/2015	03/26-04/27/15 SVC - CROSSROADS PKWY STA 111-	\$931.39

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2015-00001350	04/28/2015	03/26-04/27/15 SVC - PELLISSIER	\$325.26
	2015-00001351	04/28/2015	03/26-04/27/15 SVC - PELLISSIER	\$596.33
	2015-00001352	04/28/2015	03/26-04/27/15 SVC - PECK/UNION PACIFIC BRIDGE	\$625.95
	2015-00001353	04/28/2015	03/26-04/27/15 SVC - PELLISSIER	\$289.91
	2015-00001354	04/28/2015	03/26-04/27/15 SVC - S/E COR OF PELLISSIER	\$1,064.10
<b>61570</b>	05/06/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$1,813.61</b>
	Invoice	Date	Description	Amount
	2015-00001362	04/24/2015	03/24-04/23/15 SVC - 21380 VALLEY PED	\$79.75
	2015-00001363	04/24/2015	03/24-04/23/15 SVC - 575 S BREA CYN	\$25.80
	2015-00001364	04/24/2015	03/24-04/23/15 SVC - 580 S BREA CYN	\$25.66
	2015-00001365	04/28/2015	03/26-04/27/15 SVC - 17378 E GALE B	\$46.99
	2015-00001366	04/28/2015	03/26-04/27/15 SVC - 745 ANAHEIM PUENTE RD CP	\$74.51
	2015-00001367	04/28/2015	03/01-04/24/15 SVC - 600 S BREA CYN RD	\$110.41
	5010ENGL-APR15	04/30/2015	03/30-04/29/15 SVC - 5010 ENGLISH	\$70.21
	205HUD-APR15	04/30/2015	03/30-04/29/15 SVC - 205 N HUDSON AVE	\$589.17
	2015-00001370	04/29/2015	03/26-04/27/15 SVC - BREA CYN-VARIOUS SITES	\$482.14
	2015-00001371	04/30/2015	03/30-04/29/15 SVC - 137 N HUDSON AVE	\$292.38
	2015-00001372	05/02/2015	04/01-05/01/15 SVC - 1 VALLEY/AZUSA	\$16.59
<b>61571</b>	05/06/2015		<b>SO CALIFORNIA EDISON COMPANY</b>	<b>\$8.68</b>
	Invoice	Date	Description	Amount
	5010ENGRD-APR15	04/25/2015	03/25-04/24/15 SVC - 5010 ENGLISH RD	\$8.68
<b>61572</b>	05/06/2015		<b>SPRINT</b>	<b>\$122.08</b>
	Invoice	Date	Description	Amount
	867560718-092	04/22/2015	03/19-04/18/15 SVC - WIRELESS SVC	\$122.08
<b>61573</b>	05/06/2015		<b>SUBURBAN WATER SYSTEMS</b>	<b>\$53.00</b>
	Invoice	Date	Description	Amount
	205H180060556429	04/22/2015	03/21-04/22/15 SVC - 205 HUDSON AVE	\$53.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61574</b>	05/06/2015		<b>VERIZON</b>	<b>\$416.96</b>
	Invoice	Date	Description	Amount
	2015-00001339	04/19/2015	04/19-05/18/15 SVC - GENERATOR SITE-TELEMETRY	\$41.50
	2015-00001340	04/19/2015	04/19-05/18/15 SVC - ELECTRIC MODEM	\$54.36
	2015-00001341	04/19/2015	04/19-05/18/15 SVC - ELECTRIC MODEM	\$52.09
	2015-00001342	04/19/2015	04/19-05/18/15 SVC - FOLLOW'S CAMP	\$45.97
	2015-00001374	04/22/2015	04/22-05/21/15 SVC - ELECTRIC MODEM	\$52.09
	2015-00001375	04/22/2015	04/22-05/21/15 SVC - GENERATOR SITE-TELEMETRY	\$57.19
	2015-00001376	04/25/2015	04/25-05/24/15 SVC - ELECTRIC MODEM	\$52.09
	2015-00001377	04/25/2015	04/25-05/24/15 SVC - ELECTRIC MODEM	\$61.67
<b>61575</b>	05/14/2015		<b>2082 TECHNOLOGY LLC</b>	<b>\$2,109.15</b>
	Invoice	Date	Description	Amount
	9933528	04/24/2015	CAMERA EQUIPMENT	\$2,109.15
<b>61576</b>	05/14/2015		<b>ADAMS, MERCYLYN, ALICE</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61577</b>	05/14/2015		<b>ADMIN SURE</b>	<b>\$1,900.00</b>
	Invoice	Date	Description	Amount
	8564	04/15/2015	CLAIM ADMIN-MAY 2015	\$1,900.00
<b>61578</b>	05/14/2015		<b>AIR-BREE, INC</b>	<b>\$243.02</b>
	Invoice	Date	Description	Amount
	14160	04/15/2015	CHECKED A/C - CITY HALL GUARD SHACK	\$243.02
<b>61579</b>	05/14/2015		<b>AMADOR, ROSE M.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00

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Check	Date	Payee Name		Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61580</b>	05/14/2015	<b>APPLIED METERING</b>		<b>\$440.00</b>
	Invoice	Date	Description	Amount
	5182	04/08/2015	METER MAINT-MAR 2015	\$440.00
<b>61581</b>	05/14/2015	<b>ARAMARK REFRESHMENT SERVICE,</b>		<b>\$226.48</b>
	Invoice	Date	Description	Amount
	9540157	04/14/2015	COFFEE/OFFICE SUPPLIES	\$125.25
	9513716	04/30/2015	COFFEE/OFFICE SUPPLIES	\$101.23
<b>61582</b>	05/14/2015	<b>AT &amp; T</b>		<b>\$176.00</b>
	Invoice	Date	Description	Amount
	8421357208	04/23/2015	03/19-04/18/15 SVC - METROLINK	\$176.00
<b>61583</b>	05/14/2015	<b>BALLAS, JOHN</b>		<b>\$1,249.98</b>
	Invoice	Date	Description	Amount
	1/20-2/1/15	04/28/2015	CHILD CARE - P/R 1/30/15	\$208.33
	2/2-2/15/15	04/28/2015	CHILD CARE - P/R 2/15/15	\$208.33
	2/16-3/1/15	04/28/2015	CHILD CARE - P/R 2/28/15	\$208.33
	3/2-3/15/15	04/28/2015	CHILD CARE - P/R 3/15/15	\$208.33
	3/16-3/29/15	04/28/2015	CHILD CARE - P/R 3/30/15	\$208.33
	3/30-4/12/15	04/28/2015	CHILD CARE - P/R 4/15/15	\$208.33
<b>61584</b>	05/14/2015	<b>BLAKE AIR CONDITIONING</b>		<b>\$1,019.00</b>
	Invoice	Date	Description	Amount
	M31010	04/20/2015	QTRLY A/C MAINT-CITY HALL	\$1,019.00
<b>61585</b>	05/14/2015	<b>BRYAN PRESS</b>		<b>\$1,689.40</b>
	Invoice	Date	Description	Amount
	0072456	04/08/2015	PARKING VIOLATION FORMS	\$1,689.40

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61586</b>	05/14/2015		<b>BURKE, WILLIAMS &amp; SORENSEN,</b>	<b>\$74,922.50</b>
	Invoice	Date	Description	Amount
	5/4/15	05/04/2015	PROF SVC-APR 2015	\$74,922.50
<b>61587</b>	05/14/2015		<b>CALICO BUILDING SERVICES, INC</b>	<b>\$743.31</b>
	Invoice	Date	Description	Amount
	1006275	02/25/2015	MAINT AR TRES HERMANOS	\$135.00
	1006413	03/13/2015	REPLACED BALLAST-IMC	\$341.11
	1006449	03/26/2015	REPAIR WATER HEATER PUMP-IMC	\$267.20
<b>61588</b>	05/14/2015		<b>CARGILE, NAN</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61589</b>	05/14/2015		<b>CASC ENGINEERING AND</b>	<b>\$6,345.00</b>
	Invoice	Date	Description	Amount
	33310	03/31/2015	NPDES ENG SVC-COI	\$6,345.00
<b>61590</b>	05/14/2015		<b>CHANG, JESSICA</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61591</b>	05/14/2015		<b>CHANG, PEI , LIU</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61592</b>	05/14/2015		<b>CHAO, SHIN M.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61593</b>	05/14/2015		<b>CHEM PRO LABORATORY, INC</b>	<b>\$269.00</b>

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Check	Date	Payee Name	Check Amount	
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice 588033	Date 03/23/2015	Description WATER TREATMENT-MAR 2015	Amount \$269.00
<b>61594</b>	05/14/2015	<b>CHENG, HAO</b>	<b>\$125.00</b>	
	Invoice APRIL 2015	Date 04/24/2015	Description REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	Amount \$125.00
<b>61595</b>	05/14/2015	<b>CHENG, TIEN-TSU</b>	<b>\$125.00</b>	
	Invoice APRIL 2015	Date 04/24/2015	Description REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	Amount \$125.00
<b>61596</b>	05/14/2015	<b>CHEW, CLINTON</b>	<b>\$125.00</b>	
	Invoice APRIL 2015	Date 04/24/2015	Description REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	Amount \$125.00
<b>61597</b>	05/14/2015	<b>CHOU, TERESA</b>	<b>\$125.00</b>	
	Invoice APRIL 2015	Date 04/24/2015	Description REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	Amount \$125.00
<b>61598</b>	05/14/2015	<b>CHOW, ALICE</b>	<b>\$125.00</b>	
	Invoice APRIL 2015	Date 04/24/2015	Description REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	Amount \$125.00
<b>61599</b>	05/14/2015	<b>CHUNG, PETER C.</b>	<b>\$125.00</b>	
	Invoice APRIL 2015	Date 04/24/2015	Description REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	Amount \$125.00
<b>61600</b>	05/14/2015	<b>CITY OF INDUSTRY</b>	<b>\$936.08</b>	
	Invoice 2015-00000016	Date 03/31/2015	Description IH FUEL PUMP-SECURITY VEHICLES	Amount \$24.85
	2015-00000020	Date 04/30/2015	Description IH FUEL PUMP-SECURITY VEHICLES	Amount \$911.23

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61601</b>	05/14/2015		<b>CITY OF INDUSTRY-MEDICAL</b>	<b>\$147,000.00</b>
	Invoice	Date	Description	Amount
	REG 5/14/15	05/06/2015	TRANSFER FUNDS-MEDICAL	\$147,000.00
<b>61602</b>	05/14/2015		<b>CITY OF INDUSTRY-PAYROLL ACCT</b>	<b>\$130,000.00</b>
	Invoice	Date	Description	Amount
	P/R 4/30/15	04/28/2015	PAYROLL REIMBURSEMENT 4/30/15	\$130,000.00
<b>61603</b>	05/14/2015		<b>CITY OF SOUTH EL MONTE</b>	<b>\$2,000.00</b>
	Invoice	Date	Description	Amount
	1066	04/16/2015	COALITION SR60 PROJ-MAY 2015	\$2,000.00
<b>61604</b>	05/14/2015		<b>CM SERVICE, INC.</b>	<b>\$1,973.83</b>
	Invoice	Date	Description	Amount
	227922	04/28/2015	A/C MAINT-EL ENCANTO	\$1,973.83
<b>61605</b>	05/14/2015		<b>CNC ENGINEERING</b>	<b>\$292,864.40</b>
	Invoice	Date	Description	Amount
	052015	05/01/2015	MEALS/WHEELS RENT-MAY 2015	\$5,000.00
	43278	04/30/2015	66KV ELECTRICAL SUBSTATION FACILITY	\$2,983.90
	43279	04/30/2015	ON-CALL STREET MAINTENANCE PROGRAM	\$6,685.69
	43280	04/30/2015	GALE AVE STREET IMPROVEMENTS	\$325.42
	43281	04/30/2015	WALNUT DR SOUTH WIDENING	\$6,561.40
	43282	04/30/2015	CLARK AVE WIDENING	\$13,202.57
	43283	04/30/2015	COI STREET SWEEPING	\$788.47
	43284	04/30/2015	2014-2015 SLURRY SEAL	\$2,476.69
	43285	04/30/2015	GENERAL ENG SVC-CIP	\$81,211.06
	43286	04/30/2015	GENERAL ENG SVC 4/6-4/26/15	\$81,851.24
	43287	04/30/2015	TONNER CYN PROPERTY	\$3,408.43
	43288	04/30/2015	PUENTE VALLEY OPERABLE UNIT PROJECT	\$313.76

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<b>CITY.WF.CHK - City General Wells Fargo</b>			
43289	04/30/2015	CITY ELECTRICAL FACILITIES	\$260.76
43290	04/30/2015	TRES HERMANOS IMPROVEMENTS	\$2,153.39.
43291	04/30/2015	CITY ADMIN OFFICES-15625 STAFFORD ST	\$3,946.91
43292	04/30/2015	HOMESTEAD MUSEUM MAINT	\$754.19
43293	04/30/2015	SAN JOSE AVE WIDENING	\$6,718.28
43294	04/30/2015	RESURFACING-VARIOUS STREETS	\$4,078.88
43295	04/30/2015	LOS ANGELES SUB QUIET ZONE	\$2,696.11
43296	04/30/2015	TRAFFIC SIGNAL AT DON JULIAN/SIXTH	\$325.42
43297	04/30/2015	LAUNDRY BLDG SETTLEMENT ISSUES	\$3,309.32
43298	04/30/2015	INDUSTRY HILLS FUEL STN MAINT	\$784.40
43299	04/30/2015	PROPERTY MGMT-CITY OWNED PROPERTIES	\$3,634.62
43300	04/30/2015	FISCAL YEAR BUDGET	\$4,394.24
43301	04/30/2015	STORM DRAIN IN AJAX AVE	\$6,510.52
43302	04/30/2015	FOLLOW'S CAMP PROPERTY	\$2,750.70
43303	04/30/2015	CROSSROADS PKY SOUTH PCC PAVEMENT	\$549.08
43304	04/30/2015	VARIOUS ASSIGNMENTS-SA TO THE IUDA	\$19,314.30
43305	04/30/2015	METROLINK STN/COMMUTER RAIN STN - MISC	\$313.76
43306	04/30/2015	GALE AVE /JELICK AVE T/S IMPROVEMENTS	\$960.89
43307	04/30/2015	NEW TRAFFIC SIGNAL AT VALLEY/ALDERTON	\$4,000.44
43308	04/30/2015	GATEWAY CITIES COUNCIL OF GOVERNMENTS	\$406.78
43309	04/30/2015	CITY MAINTAINED LANDSCAPE AREAS ATLAS	\$482.31
43310	04/30/2015	CIVIC-FINANCIAL CENTER LANDSCAPING	\$156.88
43311	04/30/2015	BICYCLE MASTER PLAN	\$5,097.02
43312	04/30/2015	BIXBY DRIVE SIDEWALK	\$322.51
43313	04/30/2015	CITY OWNED PROPERTY MAINT & BUILDING SVC	\$784.40
43314	04/30/2015	CITY OF INDUSTRY MINICIPAL CODE COMPLIANCE	\$862.84
43315	04/30/2015	SEWER ATLAS FOR THE CITY OF INDUSTRY	\$431.42
43316	04/30/2015	COI PAVEMENT MGMT SYSTEM	\$1,356.80
43317	04/30/2015	FULLERTON RD GRADE SEPARATION STUDY	\$2,823.84
43318	04/30/2015	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$1,872.50
43319	04/30/2015	FAIRWAY DR GRADE SEPARATION	\$2,707.78

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	43320	04/30/2015	NOGALES GRADE SEPARATION	\$3,294.48
<b>61606</b>	05/14/2015		<b>CO, JOHN G.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61607</b>	05/14/2015		<b>COUNTY OF LA DEPT OF PUBLIC</b>	<b>\$72,738.34</b>
	Invoice	Date	Description	Amount
	PW-15030506008	03/05/2015	EMERGENCY PUBLIC ROADS SVC	\$1,189.79
	PW-15040606827	04/06/2015	EMERGENCY PUBLIC ROADS SVC	\$1,724.89
	PW-15040606902	04/06/2015	PAVEMENT STRIPING	\$19,809.67
	PW-15040606903	04/06/2015	PAVEMENT MARKING	\$2,513.43
	PW-15040606957	04/06/2015	TRAFFIC SIGNAL MAINT	\$8,920.16
	PW-15040606793	04/06/2015	LITTER/DEBRIS REMOVAL	\$2,416.32
	PW-15040606794	03/05/2015	SIDEWALK INSPECTION/REPAIRS	\$12,281.41
	PW-15040606798	04/06/2015	PAVEMENT PATCHING	\$450.81
	PW-15040606799	04/06/2015	STORM DRAIN MAINT	\$17,817.61
	PW-15040606800	04/06/2015	STORM DAMAGE	\$615.59
	PW-15040606801	04/06/2015	STREET INSPECTION	\$2,545.35
	PW-15040606806	04/06/2015	TRAFFIC ENGINEERING	\$66.25
	PW-15040606809	03/05/2015	MAINT OF PUMP HOUSE	\$2,387.06
<b>61608</b>	05/14/2015		<b>D M V RENEWAL</b>	<b>\$180.00</b>
	Invoice	Date	Description	Amount
	7W20338-15	04/01/2015	REGISTRATION RENEWAL-LIC 7W20338	\$180.00
<b>61609</b>	05/14/2015		<b>DAKOTA BACKFLOW CO.</b>	<b>\$200.00</b>
	Invoice	Date	Description	Amount
	35701	04/06/2015	ANNUAL TESTING-VARIOUS SITES	\$200.00
<b>61610</b>	05/14/2015		<b>DEPARTMENT OF WATER</b>	<b>\$3,353.00</b>

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	1800091584	05/01/2015	FEE-CHINO RANCH DAM #2025	\$3,353.00
<b>61611</b>	05/14/2015		<b>DEPT OF ANIMAL CARE &amp; CONTROL</b>	<b>\$3,087.29</b>
	Invoice	Date	Description	Amount
	4/15/15	04/15/2015	SHELTER COSTS-MAR 2015	\$3,087.29
<b>61612</b>	05/14/2015		<b>DEPT OF TRANSPORTATION</b>	<b>\$1,533.88</b>
	Invoice	Date	Description	Amount
	SL150773	04/13/2015	MAINT SIGNAL LIGHTS JAN-MAR 2015	\$1,533.88
<b>61613</b>	05/14/2015		<b>ELECTRA-MEDIA, INC</b>	<b>\$1,763.00</b>
	Invoice	Date	Description	Amount
	3275	04/15/2015	PH AUTO DISPLAY-MAY 2015	\$1,763.00
<b>61614</b>	05/14/2015		<b>ENCO UTILITY SERVICES</b>	<b>\$2,500.00</b>
	Invoice	Date	Description	Amount
	20-3-04-15	04/30/2015	PROF SVC-APR 2015	\$2,500.00
<b>61615</b>	05/14/2015		<b>FRAZER, LLP</b>	<b>\$37,485.00</b>
	Invoice	Date	Description	Amount
	136848	04/15/2015	COI-ACCTG SVC 4/1-4/15/15	\$37,485.00
<b>61616</b>	05/14/2015		<b>FUEL PROS, INC.</b>	<b>\$215.00</b>
	Invoice	Date	Description	Amount
	0000020384	03/11/2015	INDUSTRY HILLS FUEL STN MAINT	\$215.00
<b>61617</b>	05/14/2015		<b>G.M. SAGER CONSTRUCTION CO.,</b>	<b>\$700.00</b>
	Invoice	Date	Description	Amount
	33616	04/03/2015	REPLACE CONCRETE-EL ENCANTO	\$700.00

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Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>61618</b>	05/14/2015			<b>GMS ELEVATOR SERVICES, INC</b>	<b>\$134.00</b>
	Invoice	Date	Description	Amount	
	00078358	05/01/2015	MO SVC-ELEVATOR	\$134.00	
<b>61619</b>	05/14/2015			<b>GONSALVES &amp; SON, JOE A.</b>	<b>\$5,000.00</b>
	Invoice	Date	Description	Amount	
	25207	04/20/2015	LEGISLATIVE SVC-MAY 2015	\$5,000.00	
<b>61620</b>	05/14/2015			<b>HA, HUAN Q.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
<b>61621</b>	05/14/2015			<b>HADDICK'S AUTO BODY</b>	<b>\$5,021.22</b>
	Invoice	Date	Description	Amount	
	047397	04/27/2015	AUTO MAINT-LIC 98407C1	\$151.81	
	047393	04/27/2015	AUTO MAINT-LIC 1320295	\$373.49	
	047398	04/27/2015	AUTO MAINT-LIC 1465797	\$249.18	
	047399	04/27/2015	AUTO MAINT-LIC 6UBX655	\$336.09	
	47412	04/27/2015	AUTO MAINT-LIC 1198606	\$40.00	
	047413	04/27/2015	AUTO MAINT-LIC 7W20338	\$40.00	
	047440	04/27/2015	AUTO MAINT-LIC 1379549	\$20.00	
	047441	04/27/2015	AUTO MAINT-LIC 6PKM569	\$96.22	
	047422	04/27/2015	AUTO MAINT-LIC 5HJT180	\$656.08	
	047423	04/27/2015	AUTO MAINT-LIC 1242761	\$617.13	
	047424	04/27/2015	AUTO MAINT-LIC 1264382	\$573.26	
	047458	04/27/2015	AUTO MAINT-LIC 1210025	\$364.70	
	047459	04/27/2015	AUTO MAINT-LIC 7EAL475	\$1,228.21	
	047481	04/27/2015	AUTO MAINT-LIC 1279616	\$89.08	
	70249-A	04/27/2015	AUTO MAINT-LIC 98407C1	\$185.97	
<b>61622</b>	05/14/2015			<b>HDL COREN &amp; CONE</b>	<b>\$2,400.00</b>

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Check	Date	Payee Name	Check Amount	
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	0021433-IN	05/01/2015	CONTRACT SVC-SECOND QTR	\$2,400.00
<b>61623</b>	05/14/2015		<b>HO, TONY C.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61624</b>	05/14/2015		<b>HOANG, FRANKLIN</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61625</b>	05/14/2015		<b>HOME DEPOT CREDIT SERVICE</b>	<b>\$392.80</b>
	Invoice	Date	Description	Amount
	3013352	04/01/2015	MISC SUPPLIES	\$392.80
<b>61626</b>	05/14/2015		<b>HONG, ELIZABETH</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61627</b>	05/14/2015		<b>HU, LISA</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61628</b>	05/14/2015		<b>HUANG, YUNG JU</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61629</b>	05/14/2015		<b>HUYNH, NAM</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00

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Check	Date			Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>61630</b>	05/14/2015			<b>INDUSTRY SECURITY SERVICES</b>	<b>\$49,769.31</b>
	Invoice	Date	Description	Amount	
	14-14052	04/24/2015	SECURITY SVC 4/17-4/23/15	\$3,364.80	
	14-14042	04/24/2015	SECURITY SVC 4/17-4/23/15	\$13,246.00	
	14-13993	04/17/2015	SECURITY SVC 4/10-4/16/15	\$3,364.80	
	14-13983	04/17/2015	SECURITY SVC 4/10-4/16/15	\$13,182.91	
	14-14137	05/01/2015	SECURITY SVC 4/24-4/30/15	\$13,246.00	
	14-14147	05/01/2015	SECURITY SVC 4/24-4/30/15	\$3,364.80	
<b>61631</b>	05/14/2015			<b>INTERTIE</b>	<b>\$10,275.00</b>
	Invoice	Date	Description	Amount	
	1660	04/10/2015	ENERGY CONSULTING-METRO SOLAR	\$10,275.00	
<b>61632</b>	05/14/2015			<b>KIM, CHONG H.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
<b>61633</b>	05/14/2015			<b>KLEINFELDER, INC.</b>	<b>\$17,075.26</b>
	Invoice	Date	Description	Amount	
	001054018	03/27/2015	GRAND ARENA PAVEMENT ANALYSIS	\$435.00	
	001054029	03/27/2015	SOIL TESTING-VARIOUS SITES	\$8,785.26	
	001053994	03/27/2015	PAVEMENT EVALUATION-ARENTH AVE	\$7,855.00	
<b>61634</b>	05/14/2015			<b>KONANUR, VEENA</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
<b>61635</b>	05/14/2015			<b>KOO, DAVID</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61636</b>	05/14/2015		<b>KUO, JACKSON</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61637</b>	05/14/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$75.00</b>
	Invoice	Date	Description	Amount
	CUP15-2	04/27/2015	FEE-NOTICE OF EXEMPTION	\$75.00
<b>61638</b>	05/14/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$150.00</b>
	Invoice	Date	Description	Amount
	DP15-4	04/29/2015	FEE-NOTICE OF EXEMPTION	\$75.00
	DP-14-9	05/05/2015	FEE-NOTICE OF DETERMINATION	\$75.00
<b>61639</b>	05/14/2015		<b>L A COUNTY REGISTRAR-</b>	<b>\$2,210.00</b>
	Invoice	Date	Description	Amount
	DP 14-9	05/05/2015	FEE-DEPT OF FISH AND GAME	\$2,210.00
<b>61640</b>	05/14/2015		<b>L A COUNTY SHERIFF'S</b>	<b>\$18,712.97</b>
	Invoice	Date	Description	Amount
	153819NH	04/14/2015	SPECIAL EVENT-DIRECTED PATROL	\$18,712.97
<b>61641</b>	05/14/2015		<b>LA PUENTE VALLEY COUNTY</b>	<b>\$13,842.76</b>
	Invoice	Date	Description	Amount
	15660STAFF-APR15	04/20/2015	02/17-04/20/15 SVC - 15660 STAFFORD ST	\$170.55
	2015-00001309	04/20/2015	02/17-04/20/15 SVC - 15414 DON JULIAN RD	\$249.75
	2015-00001310	04/20/2015	02/17-04/20/15 SVC - 15414 DON JULIAN RD (IRRI)	\$346.30
	2015-00001311	04/20/2015	02/17-04/20/15 SVC - 15625 STAFFORD ST	\$59.53
	2015-00001312	04/20/2015	02/17-04/20/15 SVC - 15625 STAFFORD ST	\$163.13
	2015-00001313	04/20/2015	02/17-04/20/15 SVC - 1 AZUSA WAY (IRRI)	\$567.10
	2015-00001314	04/20/2015	02/17-04/20/15 SVC - 285 HACIENDA BLVD (IRRI)	\$65.08
	2015-00001315	04/20/2015	02/17-04/20/15 SVC - HACIENDA & STAFFORD ST (I)	\$196.45

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	2015-00001316	04/20/2015	02/17-04/20/15 SVC - HACIENDA & STAFFORD (IRR)	\$237.15
	2015-00001317	04/20/2015	02/17-04/20/15 SVC - 211 HACIENDA BLVD (IRRI)	\$137.23
	2015-00001318	04/20/2015	02/17-04/20/15 SVC - HUDSON AVE (IRRI)	\$279.70
	2015-00001319	04/20/2015	02/17-04/20/15 SVC - STAFFORD ST (IRRI)	\$342.60
	2015-00001320	04/20/2015	02/17-04/20/15 SVC - 220 HACIENDA BLVD (IRRI)	\$266.75
	2015-00001321	04/20/2015	02/17-04/20/15 SVC - 15522 NELSON AVE	\$61.38
	2015-00001322	04/20/2015	02/17-04/20/15 SVC - NELSON AVE (IRRI)	\$799.55
	2015-00001323	04/20/2015	02/17-04/20/15 SVC - SOTRO ST (IRRI)	\$607.15
	2015-00001324	04/20/2015	02/17-04/20/15 SVC - 15651 STAFFORD ST	\$858.75
	2015-00001325	04/20/2015	02/17-04/20/15 SVC - RAUSCH RD (IRRI)	\$192.73
	2015-00001326	04/20/2015	02/17-04/20/15 SVC - RAUSCH RD (IRRI)	\$209.38
	2015-00001327	04/20/2015	02/17-04/20/15 SVC - STAFFORD & OLD VALLEY (I)	\$483.20
	2015-00001328	04/20/2015	02/17-04/20/15 SVC - ALONG RR TRACK (I)	\$309.30
	2015-00001329	04/20/2015	02/17-04/20/15 SVC - PROCTOR & EL ENCANTO (I)	\$292.65
	2015-00001330	04/20/2015	02/17-04/20/15 SVC - HACIENDA BLVD (IRRI)	\$48.43
	2015-00001331	04/20/2015	02/17-04/20/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,591.45
	2015-00001332	04/20/2015	02/17-04/20/15 SVC - 15414 DON JULIAN RD (IRRI)	\$845.80
	2015-00001333	04/20/2015	02/17-04/20/15 SVC - 15414 DON JULIAN RD	\$137.25
	2015-00001334	04/20/2015	02/17-04/20/15 SVC - 201 STAFFORD ST (IRRI)	\$1,848.82
	2015-00001335	04/20/2015	02/17-04/20/15 SVC - VALLEY BLVD (IRRI)	\$102.08
	2015-00001336	04/20/2015	02/17-04/20/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,373.15
	2015-00001337	04/20/2015	02/17-04/20/15 SVC - DON JULIAN RD	\$859.42
	2015-00001338	04/20/2015	02/17-04/20/15 SVC - PARRIOTT & DON JULIAN RD (I)	\$140.95
<b>61642</b>	05/14/2015		<b>LANGUAGE NETWORK, INC.</b>	<b>\$151.88</b>
	Invoice	Date	Description	Amount
	20150488	04/17/2015	ELECTION NOTICE	\$151.88
<b>61643</b>	05/14/2015		<b>LARRACAS, ARIEL</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>					
<b>61644</b>	05/14/2015		<b>LAU, CHICHEUNG</b>		<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61645</b>	05/14/2015		<b>LEAGUE OF CALIFORNIA CITIES</b>		<b>\$73.73</b>
	Invoice	Date	Description		Amount
	147378	01/31/2015	MEMBERSHIP 2015		\$73.73
<b>61646</b>	05/14/2015		<b>LEE, JOE F.</b>		<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61647</b>	05/14/2015		<b>LEE, MIKE</b>		<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61648</b>	05/14/2015		<b>LEIGHTON CONSULTING INC</b>		<b>\$2,705.50</b>
	Invoice	Date	Description		Amount
	18803	04/13/2015	GEO SVC-FOLLOW'S CAMP		\$2,705.50
<b>61649</b>	05/14/2015		<b>LIN, PEI , RONG</b>		<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61650</b>	05/14/2015		<b>MARTINEZ, ANDREA , MEDINA</b>		<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61651</b>	05/14/2015		<b>MAYET, YUSUF</b>		<b>\$125.00</b>
	Invoice	Date	Description		Amount

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Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61652</b>	05/14/2015		<b>MERRITT'S ACE HARDWARE</b>	<b>\$149.39</b>
	Invoice	Date	Description	Amount
	085556	04/24/2015	MISC SUPPLIES	\$45.75
	085596	04/28/2015	PARTS FOR SECURITY CAMERAS	\$27.46
	085567	04/26/2015	PARTS FOR SECURITY CAMERAS	\$76.18
<b>61653</b>	05/14/2015		<b>MOFFITT, ROBERT</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61654</b>	05/14/2015		<b>MR PLANT &amp; INTERIOR BOTANICAL</b>	<b>\$710.00</b>
	Invoice	Date	Description	Amount
	MAY30811	05/01/2015	PLANT MAINT-MAY 2015	\$122.00
	MAY30812	05/01/2015	PLANT MAINT-MAY 2015	\$588.00
<b>61655</b>	05/14/2015		<b>MUNSON , JULI D.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61656</b>	05/14/2015		<b>MX GRAPHICS, INC.</b>	<b>\$21.82</b>
	Invoice	Date	Description	Amount
	6527	03/24/2015	BLUEPRINT SVC-JN 6205	\$1.96
	6528	03/24/2015	BLUEPRINT SVC-JN 6206	\$19.86
<b>61657</b>	05/14/2015		<b>OLMOS PROFESSIONAL SERVICES</b>	<b>\$8,782.00</b>
	Invoice	Date	Description	Amount
	173	04/30/2015	JANITORIAL SVC-FIRE STN	\$1,815.00
	172	04/30/2015	JANITORIAL SVC-CITY HALL	\$5,500.00
	174	04/30/2015	JANITORIAL SVC-IMC	\$1,467.00

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<b>CITY.WF.CHK - City General Wells Fargo</b>					
61658	05/14/2015		OTAKY, SAMIA S.		\$125.00
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
61659	05/14/2015		PARAGON MICRO INC		\$63.39
	Invoice	Date	Description	Amount	
	614522	04/17/2015	COMPUTER SUPPLIES	\$63.39	
61660	05/14/2015		PARK, JOHNNY		\$125.00
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
61661	05/14/2015		PENG, DEREK K.		\$125.00
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
61662	05/14/2015		PHAN, DANIEL		\$125.00
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
61663	05/14/2015		PHAN, SEAN H.		\$125.00
	Invoice	Date	Description	Amount	
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00	
61664	05/14/2015		PLACEWORKS		\$2,639.26
	Invoice	Date	Description	Amount	
	56010	03/31/2015	INDUSTRY CLIMATE ACTION PLAN	\$2,639.26	
61665	05/14/2015		POST ALARM SYSTEMS		\$256.25
	Invoice	Date	Description	Amount	

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<b>CITY.WF.CHK - City General Wells Fargo</b>				
	773217	04/06/2015	MONITORING SVC-MAY 2015	\$256.25
<b>61666</b>	05/14/2015		<b>PUENTE HILLS CHEVROLET</b>	<b>\$1,491.94</b>
	Invoice	Date	Description	Amount
	43684	04/21/2015	AUTO MAINT-LIC 6UQX922	\$1,491.94
<b>61667</b>	05/14/2015		<b>QUAN, PUSHUANG</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61668</b>	05/14/2015		<b>QUON, CATALINA</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61669</b>	05/14/2015		<b>R.F. DICKSON CO., INC.</b>	<b>\$19,985.41</b>
	Invoice	Date	Description	Amount
	2507319	03/31/2015	STREET SWEEPING-MAR 2015	\$19,985.41
<b>61670</b>	05/14/2015		<b>REN, MICHELLE</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61671</b>	05/14/2015		<b>RENFRO, REBECCA</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61672</b>	05/14/2015		<b>REYES ROOFING COMPANY</b>	<b>\$1,400.00</b>
	Invoice	Date	Description	Amount
	01/14/15	01/14/2015	REPAIR & SEAL ROOF-CITY HALL	\$1,400.00
<b>61673</b>	05/14/2015		<b>RICHARDS, WATSON &amp; GERSHON</b>	<b>\$5,603.74</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check	Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>					
	Invoice	Date	Description		Amount
	201034	03/31/2015	SPECIAL COUNSEL LEGAL ASSIGNMENTS		\$5,603.74
<b>61674</b>	05/14/2015			<b>RICOH USA, INC.</b>	<b>\$629.62</b>
	Invoice	Date	Description		Amount
	5035609446	04/17/2015	METER READING		\$605.59
	5035570851	04/15/2015	METER READING		\$24.03
<b>61675</b>	05/14/2015			<b>RODRIGUEZ, MARTHA, ALFARO</b>	<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61676</b>	05/14/2015			<b>ROMAN, DEMETRIUS</b>	<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61677</b>	05/14/2015			<b>RUIZ, JOSEPH, P</b>	<b>\$4,000.00</b>
	Invoice	Date	Description		Amount
	MAY 2015	05/05/2015	CONSULTING SVC-MAY 2015		\$4,000.00
<b>61678</b>	05/14/2015			<b>SANTOS, VIRGINIA</b>	<b>\$125.00</b>
	Invoice	Date	Description		Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015		\$125.00
<b>61679</b>	05/14/2015			<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$145,474.43</b>
	Invoice	Date	Description		Amount
	0465CHTA	04/29/2015	LANDSCAPE SVC-APR 2015		\$107,737.43
	0415TACH	04/29/2015	LANDSCAPE SVC-VARIOUS SITES		\$37,737.00
<b>61680</b>	05/14/2015			<b>SCS FIELD SERVICES</b>	<b>\$32,859.41</b>
	Invoice	Date	Description		Amount

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	0252291	03/31/2015	MAINT OF LANDFILL GAS SYSTEM	\$12,285.47
	0252294	03/31/2015	MAINT OF LANDFILL GAS SYSTEM	\$6,775.44
	0252292	03/31/2015	MAINT LANDFILL GAS SYSTEM	\$3,600.00
	0252302	03/31/2015	MAINT LANDFILL GAS SYSTEM	\$10,198.50
<b>61681</b>	05/14/2015		<b>SEQUEL CONTRACTORS, INC</b>	<b>\$138,775.40</b>
	Invoice	Date	Description	Amount
	#4CITY-1417A	05/01/2015	ON-CALL HWY AND STREET IMPROVEMENTS	\$81,734.10
	#4CITY-1417B	05/01/2015	ON-CALL HWY AND STREET IMPROVEMENTS	\$57,041.30
<b>61682</b>	05/14/2015		<b>SETO, MITCHELL</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61683</b>	05/14/2015		<b>SHAO, CHUN KAI</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61684</b>	05/14/2015		<b>SHELL ENERGY NORTH AMERICA-</b>	<b>\$83,616.00</b>
	Invoice	Date	Description	Amount
	1444763	05/04/2015	WHOLESALE USE-APR 2015	\$83,616.00
<b>61685</b>	05/14/2015		<b>SHIH, HUNG SHEUNG</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61686</b>	05/14/2015		<b>SNOWDEN ELECTRIC COMPANY,</b>	<b>\$2,372.00</b>
	Invoice	Date	Description	Amount
	15-0175	03/31/2015	STREET LIGHT MAINT-MAR 2015	\$2,372.00
<b>61687</b>	05/14/2015		<b>SO CAL INDUSTRIES</b>	<b>\$616.28</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date	Payee Name	Check Amount	
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	177057	03/27/2015	RR RENTAL-TONNER CYN	\$237.83
	178419	04/10/2015	RR RENTAL-TONNER CYN	\$84.90
	179783	04/22/2015	RR RENTAL-TONNER CYN	\$199.68
	180487	04/29/2015	RR RENTAL-TONNER CYN	\$93.87
<b>61688</b>	05/14/2015	<b>SO CALIFORNIA EDISON COMPANY</b>		<b>\$501.26</b>
	Invoice	Date	Description	Amount
	7500536192	04/28/2015	01/01-01/31/15 SVC - RELIABILITY SVC	\$501.26
<b>61689</b>	05/14/2015	<b>SOUTH COAST A.Q.M.D.</b>		<b>\$120.84</b>
	Invoice	Date	Description	Amount
	2820656	04/03/2015	FEES- FY 2014-2015	\$120.84
<b>61690</b>	05/14/2015	<b>SQUARE ROOT GOLF &amp;</b>		<b>\$205,215.45</b>
	Invoice	Date	Description	Amount
	1175H	04/29/2015	LANDSCAPE SVC-APR 2015	\$127,582.18
	1173ELHM	04/28/2015	LANDSCAPE SVC-APR 2015	\$44,535.27
	1174ELHM	04/29/2015	LANDSCAPE SVC-APR 2015	\$19,778.00
	1176CITY	04/29/2015	TREE PRUNING	\$13,320.00
<b>61691</b>	05/14/2015	<b>STAPLES BUSINESS ADVANTAGE</b>		<b>\$2,323.36</b>
	Invoice	Date	Description	Amount
	8034084027	04/18/2015	OFFICE SUPPLIES	\$423.81
	8033464262-B	02/28/2015	OFFICE SUPPLIES	\$661.18
	8033464262	02/28/2015	OFFICE SUPPLIES	\$235.12
	8033548514	03/07/2015	OFFICE SUPPLIES	\$440.21
	8033464262-A	02/28/2015	OFFICE SUPPLIES	\$122.20
	8033634241	03/14/2015	OFFICE SUPPLIES	\$66.25
	8033634241-A	03/14/2015	OFFICE SUPPLIES	\$192.52
	8033634241-B	03/14/2015	OFFICE SUPPLIES	\$81.39

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	8033548514-A	03/07/2015	OFFICE SUPPLIES	\$100.68
<b>61692</b>	05/14/2015		<b>STATE COMPENSATION INS. FUND</b>	<b>\$1,797.58</b>
	Invoice	Date	Description	Amount
	MAY 2015	05/01/2015	PREMIUM FOR 5/1-6/1/15	\$1,797.58
<b>61693</b>	05/14/2015		<b>SUBURBAN PROPANE-1654</b>	<b>\$1,557.19</b>
	Invoice	Date	Description	Amount
	1654-046434	04/08/2015	PROPANE FUEL-TONNER CYN	\$1,557.19
<b>61694</b>	05/14/2015		<b>SUPERIOR PAVEMENT MARKINGS,</b>	<b>\$3,604.00</b>
	Invoice	Date	Description	Amount
	5685	12/27/2014	INSTALL NEW MARKINGS-METRO SOLAR	\$3,604.00
<b>61695</b>	05/14/2015		<b>TAKATA, DAVID T.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61696</b>	05/14/2015		<b>TAN, KELLY K.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61697</b>	05/14/2015		<b>TANG, JOSEPH</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61698</b>	05/14/2015		<b>TONG, WEIXING</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61699</b>	05/14/2015		<b>TRIMARK ASSOCIATES, INC.</b>	<b>\$1,726.67</b>

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
	Invoice	Date	Description	Amount
	EB11003	04/01/2015	MAINT SVC-METRO SOLAR	\$1,726.67
<b>61700</b>	05/14/2015		<b>UNDERGROUND SERVICE ALERT OF</b>	<b>\$39.00</b>
	Invoice	Date	Description	Amount
	320150154	04/01/2015	DIG ALERTS	\$39.00
<b>61701</b>	05/14/2015		<b>VANGUARD CLEANING SYSTEMS,</b>	<b>\$925.00</b>
	Invoice	Date	Description	Amount
	4213	05/01/2015	JANITORIAL SVC-MAY 2015	\$925.00
<b>61702</b>	05/14/2015		<b>VILLEGAS GENERAL BUILDING</b>	<b>\$18,000.00</b>
	Invoice	Date	Description	Amount
	157	04/20/2015	REPAIR/REPLACE WALKWAYS-HOMESTEAD	\$18,000.00
<b>61703</b>	05/14/2015		<b>VORTEX INDUSTRIES, INC.</b>	<b>\$354.00</b>
	Invoice	Date	Description	Amount
	08-899746-1	02/12/2015	REPLACE GATE KEYPAD-TONNER CYN	\$354.00
<b>61704</b>	05/14/2015		<b>WANG, DAPHNE</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61705</b>	05/14/2015		<b>WEEKS, WILLIAM</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61706</b>	05/14/2015		<b>WEISS, STEPHANIE G.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

Check	Date		Payee Name	Check Amount
<b>CITY.WF.CHK - City General Wells Fargo</b>				
<b>61707</b>	05/14/2015		<b>WESTERN ARBORISTS, INC</b>	<b>\$8,180.00</b>
	Invoice	Date	Description	Amount
	12059	04/10/2015	TREE PRUNING	\$8,180.00
<b>61708</b>	05/14/2015		<b>WONG, JACKY</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61709</b>	05/14/2015		<b>WORLDWIDE SUPPLY, LLC</b>	<b>\$4,534.98</b>
	Invoice	Date	Description	Amount
	29892	04/23/2015	COMPUTER EQUIP WARRANTY-CITY HALL	\$2,567.38
	29837	04/21/2015	COMPUTER EQUIP WARRANTY-METRO SOLAR	\$725.00
	29812	04/20/2015	COMPUTER EQUIP WARRANTY-METRO SOLAR	\$1,242.60
<b>61710</b>	05/14/2015		<b>YOUNG, PAUL, C.</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61711</b>	05/14/2015		<b>YU, HUI-I</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61712</b>	05/14/2015		<b>ZHANG, MUWEN</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00
<b>61713</b>	05/14/2015		<b>ZHOU, YING</b>	<b>\$125.00</b>
	Invoice	Date	Description	Amount
	APRIL 2015	04/24/2015	REBATE FOR ELEC VEHICLE PROGRAM-APR 2015	\$125.00

**CITY OF INDUSTRY  
WELLS FARGO BANK  
May 14, 2015**

<u>Check</u>	<u>Date</u>	<u>Payee Name</u>	<u>Check Amount</u>
CITY.WF.CHK - City General Wells Fargo			

<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>
	Total	177	\$1,958,891.11

*CITY COUNCIL*

ITEM NO. 5.2

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MARCH 12, 2015  
PAGE 1

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**CALL TO ORDER**

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Tim Spohn at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

**FLAG SALUTE**

The flag salute was led by Mayor Tim Spohn.

**ROLL CALL**

PRESENT: Tim Spohn, Mayor  
Jeff Parriott, Mayor Pro Tem  
Roy Haber, Council Member  
Pat Marcellin, Council Member

ABSENT: John P. Ferrero, Council Member

STAFF PRESENT: Kevin Radecki, City Manager; Michele Vadon, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

MOTION BY COUNCIL MEMBER HABER, AND SECOND BY COUNCIL MEMBER MARCELLIN TO GRANT COUNCIL MEMBER FERRERO AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH COUNCIL MEMBER FERRERO ABSENT.

**PUBLIC COMMENTS**

There were no public comments.

**CONSENT CALENDAR**

MOTION BY MAYOR PRO TEM PARRIOTT, AND SECOND BY COUNCIL MEMBER MARCELLIN THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE FOLLOWING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 4-0, WITH COUNCIL MEMBER FERRERO ABSENT.

**1. REVIEW OF ACTIONS FOR CITY GOODS AND SERVICES**

RECEIVED AND FILED.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MARCH 12, 2015  
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**2. CONSIDERATION OF THE MINUTES OF THE DECEMBER 11, 2014 CITY COUNCIL AND PLANNING COMMISSION JOINT SPECIAL MEETING.**

APPROVED AS SUBMITTED, WITH COUNCIL MEMBER HABER ABSTAINING DUE TO HIS ABSENCE FROM THE MEETING.

**3. CONSIDERATION OF THE MINUTES OF THE JANUARY 8, 2015 AND THE JANUARY 22, 2014 REGULAR MEETINGS.**

APPROVED AS SUBMITTED.

**CLOSED SESSION**

Deputy City Clerk Dunlap announced there was a need for Closed Session as follows:

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Three Potential Cases

There were no public comments on the Closed Session item.

Mayor Spohn recessed the meeting into Closed Session at 9:01 a.m.

**RECONVENE CITY COUNCIL MEETING**

Mayor Spohn reconvened the meeting at 9:50 a.m. All members of the City Council were present except for Council Member Ferrero who was absent.

With regard to Closed Session item A, only two of the three cases were discussed.

With regard to Closed Session item A, Case One, the City Council took no reportable action.

With regard to Closed Session item A, Case Two, the City Council took no reportable action.

**ADJOURNMENT**

There being no further business, the City Council adjourned.

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CITY COUNCIL REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
MARCH 12, 2015  
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TIM SPOHN, MAYOR

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CECELIA DUNLAP,  
DEPUTY CITY CLERK

*CITY COUNCIL*

ITEM NO. 5.3



# BID TABULATION

CITY OF INDUSTRY  
CONTRACT NO. CITY-1424

## 2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT

BID OPENING: MAY 5, 2015 AT 10:00 AM  
ESTIMATE: \$215,000.00

<b>BIDDER</b>	<b>BID BOND</b>	<b>TOTAL</b>
American Asphalt South, Inc.	10%	\$233,826.78
Roy Allen	10%	\$236,077.18*
Mission Paving & Sealing	10%	\$243,494.00
Pavement Coatings	10%	\$244,751.20
Doug Martin	10%	\$253,929.40
All American Asphalt	10%	\$278,274.10

\* This indicates a corrected bid to rectify mathematical errors.

Shading Indicates Items  
Added or Revised in  
Addendum No. 1

**SECTION C  
BID SCHEDULE**

FOR

CITY OF INDUSTRY  
PROJECT NO. 424

2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT  
CONTRACT NO. CITY-1424

BIDDER: American Asphalt South, Inc.

Hereby proposes to construct the above-named project in accordance with the plans and specifications for the following prices:

**SCHEDULE OF WORK ITEMS**

NO.	DESCRIPTION	APPROX. QTY	UNIT MEAS.	UNIT PRICE	TOTAL
1.	Quick set emulsion – aggregate slurry type II (cationic) with 2 1/2% latex	674	ELT	219.97	148,259.78
2.	Sealcoat (Industry Metrolink Station parking lot)	14,670	GAL	5.10	74,817.00
3.	Metrolink Station Parking lot striping and pavement marking to match existing striping and pavement markings	1	LS	10750.00	10,750.00
GRAND TOTAL					233,826.78

I hereby certify that on April 24<sup>th</sup>, 2015, Tim Griffin  
(Print Name)  
examined the site of the proposed work, and the undersigned, fully understands the scope of work and has checked carefully all words and figures inserted in this Bid Schedule.

By: American Asphalt South, Inc.  
CONTRACTOR NAME

lyle@americanasphalt.com  
EMAIL ADDRESS

1000000845  
DIR #

Lyle Stone  
PRINT NAME

[Signature]  
SIGNATURE

DIR=Department of Industrial Relation Contractor Registration Number

**ADDENDUM NO. 1**

C-4R

BIDDER'S INFORMATION SHEET

Receipt of the following addenda is hereby acknowledged. (If none so, state.)

Addendum No. 1 Lyle Stone

RETENTION MONEY OPTION: Please initial one of the following options.

     1. I will provide securities in lieu of monies to be withheld to ensure performance under the contract as per Paragraph 65, General Provisions.

11 2. I will not provide securities in lieu of monies to ensure performance under the contract.

American Asphalt South, Inc.

Bidder P.O. Box 310036

Mailing Address Fontana, CA 92337

City/State/Zip (909) 427-8226

Telephone (909) 427-8279

Fax

Lyle Stone  
Signature

Lyle Stone  
Print Name

Secretary  
Title

784969 A  
License No./Class

09/30/2016  
Expiration Date

Underline one of the following: The Bidder is a (Partnership) (Corporation) (Individual).

The names of all persons, firms or corporations interested in this sealed bid are: (See Section B, Page B-2, Item 4 - Signature of Sealed Bid).

AFFIX CORPORATE SEAL

American Asphalt South, Inc.

Allan Henderson - President

Jeff Petty - Vice President

Lyle Stone - Secretary

CONTRACTORS LICENSE AFFIDAVIT

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

CITY OF INDUSTRY  
PROJECT NO. 424

2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT

CONTRACT NO. CITY-1424

Lyle Stone, being first duly sworn, deposes and says that  
Name

he or she is Secretary of American Asphalt South, Inc.  
Title Name of Firm

784969 License Number A Classification

09/30/2016  
Expiration Date

The party making the foregoing bid, is a licensed contractor and understands the information shown above shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the CITY OF INDUSTRY.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

April 30<sup>th</sup>, 2015  
DATE

Lyle Stone  
SIGNATURE

BIDDER'S LIST OF CONSTRUCTION TRADES

In submitting this bid for the following project:

CITY OF INDUSTRY  
PROJECT NO. 424

2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT

CONTRACT NO. CITY-1424

American Asphalt South, Inc.  
Bidder

certifies that:

The following listed construction trades will be used in the work.

Slurry Seal Workers/Laborers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lyle Stone  
Signature of Authorized  
Representative of Bidder  
*Lyle Stone, Secretary*

NON-COLLUSION DECLARATION

CITY OF INDUSTRY  
PROJECT NO. 424

2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT

CONTRACT NO. CITY-1424

CONTRACTOR:

American Asphalt South, Inc

BUSINESS ADDRESS:

14436 Santa Ana Avenue  
Fontana, CA 92337

In submitting this bid for the project:

I, Lyle Stone, state that I have not directly or indirectly,  
(Name)  
entered into any agreement, participated in any collusion or otherwise taken any action in  
restraint of free competitive bidding in connection with the project.

I do hereby certify under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct. Executed at Fontana  
California, this 30<sup>th</sup> day of April, 2015.

Lyle Stone  
SIGNATURE

SUBCONTRACTORS LISTING - PAGE 1

CITY OF INDUSTRY  
PROJECT NO. 424

2014-2015 SLURRY SEAL AND PARKING LOT SEALCOAT

CONTRACT NO. CITY-1424  
(See Paragraph 13 - Instructions to Bidders)

1. Name: LUKKE'S Striping  
Address: 1312 E. Warner Ave, South Ana, CA 92705  
Email: lukkesstriping@gmail.com  
Telephone #: 714-352-7005 Fax #: 714-444-2362  
License #: 922425 DIR# 1000003491  
Portion of Work: Sealcoat & Striping
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
License #: \_\_\_\_\_ DIR# \_\_\_\_\_  
Portion of Work: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
License #: \_\_\_\_\_ DIR# \_\_\_\_\_  
Portion of Work: \_\_\_\_\_



## Contractor's License Detail for License # 784969

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/5/2015 3:18:01 PM

### Business Information

AMERICAN ASPHALT SOUTH INC  
P O BOX 310036  
FONTANA, CA 92331  
Business Phone Number:(909) 427-8276

**Entity** Corporation  
**Issue Date** 09/25/2000  
**Expire Date** 09/30/2016

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

A - GENERAL ENGINEERING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with THE GUARANTEE COMPANY OF NORTH AMERICA USA.

**Bond Number:** 12090715

**Bond Amount:** \$12,500

**Effective Date:** 09/30/2012

Contractor's Bond History

#### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HENDERSON ALLAN ANTHONY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 09/18/2003

BQI's Bond History

### Workers' Compensation

This license has workers compensation insurance with the ARCH INSURANCE COMPANY

**Policy Number:**ZAWCI9342800

**Effective Date:** 04/01/2015

**Expire Date:** 04/01/2016

Workers' Compensation History

*CITY COUNCIL*

ITEM NO. 5.4

## MEMORANDUM

**TO:** John Ballas, City Engineer      **DATE:** May 7, 2015  
**FROM:** Arlene Lopez  
Joshua Nelson      **CONTRACT:** CITY-1422  
**SUBJECT:** Bid Documents – Solicitation of Public Bids for Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction

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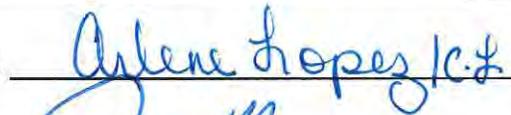
At the direction of the City Staff, CNC Engineering has prepared plans and specifications for the above project. This project will be implemented as Contract No. CITY-1422, subject to the approval of the City Council.

The scope of work involves the widening of Clark Avenue at 9<sup>th</sup> Avenue 6 feet to the north, installation of a 7 foot high wrought iron fence, construction of curbs & gutters, sidewalk, driveways and a catch basin relocation. In addition, the new project includes sidewalk construction on the north side of Clark Avenue & Salt Lake Avenue and miscellaneous landscaping and irrigation.

The estimated cost for this project is \$531,000.00.

It is hereby recommended that the City Council approve the plans and specifications and authorize the solicitation of public bids.

---

By: Arlene Lopez      Signature:   
Project Engineer

By: Joshua Nelson      Signature:   
Sr. Project Manager

AL/JN:cl

**NOTICE INVITING SEALED BIDS FOR:**

**CITY OF INDUSTRY  
PROJECT NO. 422**

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE  
SIDEWALK CONSTRUCTION

CONTRACT NO. CITY-1422

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive sealed bids for the construction of the above project until **10:00 A.M.** on **June 16, 2015**, in the City Administrative Office, located at 15625 East Stafford Street in the City of Industry, California 91744. All bids will be opened and read in public immediately thereafter.

If a sealed bid 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 bidder to be sure the sealed bid is in the possession of the City Clerk, City of Industry, prior to the date and time indicated.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A General Engineering** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note: It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.** Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

(Continued)

The Scope of Work is as follows: 6' street widening of Clark Avenue at 9th Avenue including cold milling, installation of 7' high wrought iron fence, construction of curb & gutter, sidewalk, driveways and catch basin relocation. In addition, new sidewalk construction on the north side of Clark Avenue & Salt Lake Avenue including landscaping and irrigation.

Plans and Specifications are available for inspection at the City Administrative Offices, and may be obtained with bid forms at the City Engineering Offices located at 255 North Hacienda Blvd., Suite 222, City of Industry, California 91744.

There is a non-refundable fee of **\$40.00** for each set of plans and specifications. No cash will be accepted. Checks should be made payable to the **CITY OF INDUSTRY**.

(Continued)

**CITY OF INDUSTRY  
PROJECT NO. 422**

**CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE  
SIDEWALK CONSTRUCTION**

**CONTRACT NO. CITY-1422**

Each bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, made payable to the **CITY OF INDUSTRY**.

The contractor may, at his own expense, substitute securities for monies to be withheld to ensure performance under the contract.

By the order of the **CITY OF INDUSTRY** dated **May 14, 2015**.

---

Cecelia Dunlap - Deputy City Clerk

**ESTIMATE FOR:**

**CITY OF INDUSTRY**

**PROJECT NO. 422**

**CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT  
LAKE AVENUE SIDEWALK CONSTRUCTION**

**CONTRACT NO. CITY-1422**

**ENGINEER'S ESTIMATE  
\$531,000.00**

SECTION A

NOTICE INVITING SEALED BIDS FOR:

CITY OF INDUSTRY  
PROJECT NO. 422

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE  
AVENUE SIDEWALK CONSTRUCTION

CONTRACT NO. CITY-1422

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If a sealed bid is to be mailed it must be mailed to the City Administrative Office, P.O. Box 3366, City of Industry, CA 91744.

It is the responsibility of the bidder to be sure the sealed bid is in the possession of the City Clerk, City of Industry, prior to the date and time indicated.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class A General Engineering** as defined in 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

The **CITY** reserves the right to award the contract to the contractor with another license class if the **CITY** determines that the license class is proper for the proposed work.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

**The scope of work is as follows:** 6' street widening of Clark Avenue at 9th Avenue including cold milling, installation of 7' high wrought iron fence, construction of curb & gutter, sidewalk, driveways and catch basin relocation. In addition, new sidewalk

construction on the north side of Clark Avenue & Salt Lake Avenue including landscaping and irrigation.

Plans and Specifications are available for inspection at the City Administrative Office, and may be obtained with bid forms, at the City Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744.

There is a non-refundable fee of **\$40.00** for each set of plans and specifications. No cash will be accepted. Checks should be made payable to the **CITY OF INDUSTRY**.

The bid shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited.

The CITY may, upon refusal or failure of a successful responsible bidder to accept the contract, award it to the next lowest bidder. If the CITY awards the contract to the second lowest bidder, the amount of the lowest bidder's bid guarantee shall be applied by the CITY to the difference between the low bid and the second lowest bid; the surplus, if any, shall be returned to the lowest bidder if cash is used, or to the surety company if a bond is used.

The successful bidder will be required to furnish a labor and materials bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price. A maintenance bond equal to ten percent (10%) of the total bid price amount is to remain in force for one (1) year after the date of completion of work, shall be submitted prior to execution of contract. The above bonds shall be secured by a surety company satisfactory to the CITY, and licensed as a Surety Insurer in the State of California and rated at least B+:V in the latest "Best's Insurance Guide." The attached bond forms shall be used without exception.

## **CONTRACTOR**

### **LIABILITY INSURANCE**

Contractor shall obtain and maintain at all times during the term of this agreement Comprehensive General Liability insurance protecting Contractor in amounts not less than \$1,000,000.00 and Automobile Liability Insurance protecting Contractor in amounts not less than \$1,000,000.00. If an umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. Such insurance shall name CNC Engineering; City of Industry; Successor Agency to the Industry Urban-Development Agency; Civic-Recreational-Industrial Authority DBA Industry Hills Recreation and Conference Center; Majestic Industry Hills, LLC; Parking Authority of the City of Industry; City of Industry Waterworks System; Industry Hills Recreation and Conference Center; and their Officers, Employees, Elected Officials and Members of Boards or Commissions as additional

insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.

Contractors using the new I.S.O. form of coverage shall include Endorsement #CG25031185, which provides limits for each separate project that is being undertaken by said contractor.

Contractor shall file and maintain the required certificate(s) of insurance with the Lessor to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- (1) The additional insured requested.
- (2) A minimum of ten (10) days prior written notice of cancellation for non-payment of premium and a minimum of thirty (30) days notice of cancellation for any other reason.
- (3) That the insurance is primary to that of the Additional insured.
- (4) Included coverage.
- (5) Cross-Liability Clause.

#### WORKER'S COMPENSATION INSURANCE

Contractor shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employer's Liability insurance and furnish the Additional Insured with a certificate showing proof of such coverage. Insurance company must waive subrogation rights against the above-named additional insureds. An endorsement to that effect must accompany the certificate of coverage.

#### INSURANCE COMPANIES

Insurance companies must be admitted in California and rated at least B+:XIII in *Best's Insurance Guide*. Non-admitted insurance companies will be considered if they are rated at least A:XIII or better and have a ratio of 3:1 for premium to policy holder surplus or lower in the latest *Best's Insurance Guide*.

Furnish additional insured with an endorsement waiving subrogation against them by the insurance carrier.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the CITY shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 10 days in advance of the effective date of cancellation due to non-payment of premium and not less than 30 days in advance of the effective date of cancellation for any other reason or for a policy change.

Notification for all above insurance items shall be submitted to: City of Industry Engineering Offices, 255 North Hacienda Blvd., Suite 222, City of Industry, CA 91744, Attention: Rachel Gonzalez. Failure to provide the CITY with written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the CITY, upon which the CITY may suspend or terminate the Contract.

## EXPERIENCE AND SAFETY

The successful bidder may be required to submit a statement attesting to its financial responsibility, technical ability, experience and safety record.

## PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the contractor is required to pay not less than the general prevailing rate of wages for each craft, classification, or type of workman needed in the execution of the public work under the jurisdiction of the CITY. The general prevailing wages shall be those determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable determination by the CITY are on file in the office of the CITY and are hereby incorporated and made a part hereof the same as though fully set forth herein. Copies of the applicable determination may be obtained at the office of the CITY.

## CONTRACTOR REGISTRATION PROGRAM

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. **Please note:** *It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, may not be accepted by the City.

## LABOR COMPLIANCE MONITORING AND ENFORCEMENT

The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (California Labor Code Section 1771.4).

## AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the

President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

## SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The bonds must also be acknowledged by a Notary Public to the effect that the signature by the surety's representative is that of the person designated in the Power of Attorney.

By the order of the **CITY OF INDUSTRY** dated **May 14, 2015**.

---

Cecelia Dunlap - Deputy City Clerk

# CNC ENGINEERING

## COST ESTIMATE SHEET

255 N. Hacienda Blvd., Suite 222  
Industry, CA 91744  
Tel: (626) 333-0336

DATE PREPARED:

5/6/2015

ENGINEER/  
DESIGNER:

A.L.

JOB NO.:

CITY-1422 (MP 13-06)

ESTIMATOR:

A.L.

CHECKED BY:

U.J.

**PROJECT NAME: Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue****Sidewalk Construction****SCOPE OF WORK/PROJECT DESCRIPTION: 6' widening of Clark Avenue at 9th Avenue and sidewalk construction on Clark Ave and Salt Lake Ave just east of 7th Ave.**

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
1.	Saw cut and Remove AC Pavement Including Base	2,320	SF	\$1.50	\$3,480.00
2.	Cold Milling AC Pavement, 2" Thick	7,890	SF	\$3.00	\$23,670.00
3.	Saw cut and remove curb and gutter including base	800	LF	\$7.00	\$5,600.00
4.	Saw cut and remove driveway/sidewalk/pedestrian ramp including base and integrated curb where it exists	2,670	SF	\$2.00	\$5,340.00
5.	Remove Tree	27	EA	\$350.00	\$9,450.00
6.	Clearing and Grubbing	1	LS	\$12,000.00	\$12,000.00
7.	Remove Catch Basin	1	EA	\$2,000.00	\$2,000.00
8.	Remove Existing Wrought Iron Fence and Automatic Gate	300	LF	\$8.00	\$2,400.00
9.	Wrought Iron Fence	255	LF	\$105.00	\$26,775.00
10.	Wrought Iron Automatic Gate (L=36'), slide gate operator including electrical conduit	1	LS	\$30,000.00	\$30,000.00
11.	Temporary Chain Link Fence	1	LS	\$5,000.00	\$5,000.00
12.	Unclassified Excavation (export)	945	CY	\$30.00	\$28,350.00
13.	Construct AC Pavement	370	Ton	\$110.00	\$40,700.00
14.	Construct 8" PCC Pavement, including 12" base	860	SF	\$12.00	\$10,320.00
15.	Construct Crushed Aggregate Base	420	CY	\$40.00	\$16,800.00
16.	Install Geofabric Material	621	SY	\$10.00	\$6,210.00
17.	Construct A2 curb and gutter per City Standard Plan 112, including Crushed Aggregate Base	605	LF	\$35.00	\$21,175.00
18.	Construct sidewalk per City Standard Plan 115, including Crushed Aggregate Base	11,740	SF	\$6.00	\$70,440.00
19.	Construct pedestrian ramp per City Standard Plan 116 including, Crushed Aggregate Base and Detectable Warning Surface	1	EA	\$2,500.00	\$2,500.00
20.	Construct Driveway per City Standard Plan 114, including Crushed Aggregate Base	900	SF	\$12.00	\$10,800.00
21.	Construct Tree Wells and Covers per SPPWC Plan 519-3, Type 3, Case 2	28	EA	\$250.00	\$7,000.00
22.	Construct Catch Basin per SPPWC Plan 313-3, Case E	1	EA	\$10,000.00	\$10,000.00

# CNC ENGINEERING

## COST ESTIMATE SHEET

255 N. Hacienda Blvd., Suite 222  
Industry, CA 91744  
Tel: (626) 333-0336

DATE PREPARED:

5/6/2015

JOB NO.:

CITY-1422 (MP 13-06)

ENGINEER/  
DESIGNER:

A.L.

ESTIMATOR:

A.L.

CHECKED BY:

U.J.

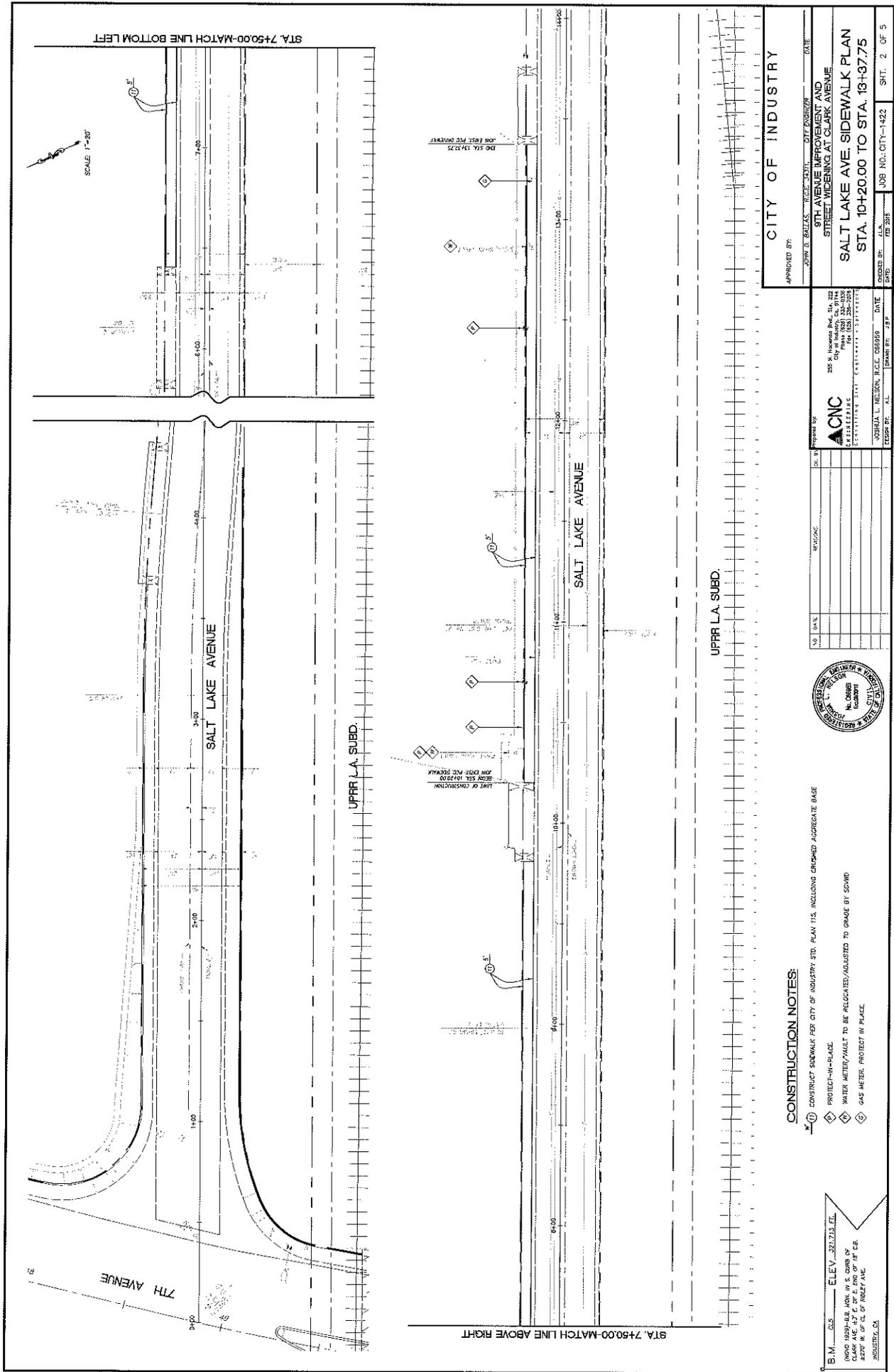
**PROJECT NAME:** Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue

### Sidewalk Construction

**SCOPE OF WORK/PROJECT DESCRIPTION:** 6' widening of Clark Avenue at 9th Avenue and sidewalk construction on Clark Ave and Salt Lake Ave just east of 7th Ave.

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
23.	Adjust Existing Storm Drain Manhole to Grade	1	EA	\$500.00	\$500.00
24.	Relocate Street Sign	6	EA	\$300.00	\$1,800.00
25.	Install 18" RCP 2000D, connector pipe	30	LF	\$500.00	\$15,000.00
26.	Install Junction Structure per SPPWC Standard Plan 331-3	1	EA	\$1,000.00	\$1,000.00
27.	Pavement Markers, Markings and Traffic Striping	1	LS	\$3,000.00	\$3,000.00
28.	SWPPP Preparation and Implementation	1	LS	\$5,000.00	\$5,000.00
29.	Trenching, installation of conduits with pull rope and hand holes for 17 Street Lights	1	LS	\$70,000.00	\$70,000.00
	<b>CIVIL WORKS SUBTOTAL</b>				<b>\$446,310.00</b>
	<b>LANDSCAPE AND IRRIGATION</b>				
1.	Trees 24"Box	28	EA	\$350.00	\$9,800.00
2.	Shrubs 1 gal.	616	EA	\$7.50	\$4,620.00
3.	3" Thick Mulch	55	CY	\$40.00	\$2,200.00
4.	Weed Abatement	5,922	SF	\$0.15	\$888.30
5.	Soil Prep/Fine Grade	5,922	SF	\$0.25	\$1,480.50
6.	Landscape Maintenance	5,922	SF	\$0.15	\$888.30
7.	Irrigation	5,922	SF	\$2.50	\$14,805.00
8.	Refurbish Irrigation System (Private Improvements)	1	LS	\$1,200.00	\$1,200.00
	<b>LANDSCAPE AND IRRIGATION SUBTOTAL</b>				<b>\$35,882.10</b>
	<b>TOTAL</b>				<b>\$482,192.10</b>
	<b>10% CONTINGENCY</b>				<b>\$48,219.21</b>
	<b>GRAND TOTAL</b>				<b>\$530,411.31</b>
	<b>ENGINEER'S ESTIMATE</b>				<b>\$531,000.00</b>





SCALE: 1"=20'

STA. 7+500-00-MATCH LINE BOTTOM LEFT

STA. 7+500-00-MATCH LINE ABOVE RIGHT

UPRR L.A. SUBD.

SALT LAKE AVENUE

CITY OF INDUSTRY

APPROVED BY: JOHN D. BALLAS, PECC-10011, CITY ENGINEER DATE: \_\_\_\_\_

9TH AVENUE IMPROVEMENT AND STREET WIDENING AT CLARK AVENUE  
 SALT LAKE AVE. SIDEWALK PLAN  
 STA. 10+20.00 TO STA. 13+37.75

DESIGNED BY: JOSHUA L. NELSON, R.C.E. 089959 DATE: \_\_\_\_\_  
 DRAWN BY: A.L. 18P

JOB NO.: CITY-1422 SHEET: 2 OF 5  
 DATE: FEB 2015

Prepared by: **CNC**  
 CONSULTING ENGINEERS  
 255 N. Howard Blvd., Ste. 222  
 Orem, UT 84057  
 Phone: (801) 225-1234  
 Fax: (801) 225-1235  
 www.cnc-engineers.com

DESIGNED BY: JOSHUA L. NELSON, R.C.E. 089959 DATE: \_\_\_\_\_  
 DRAWN BY: A.L. 18P

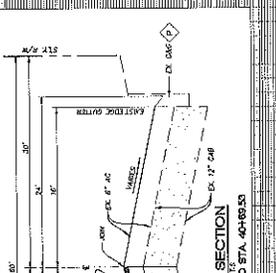
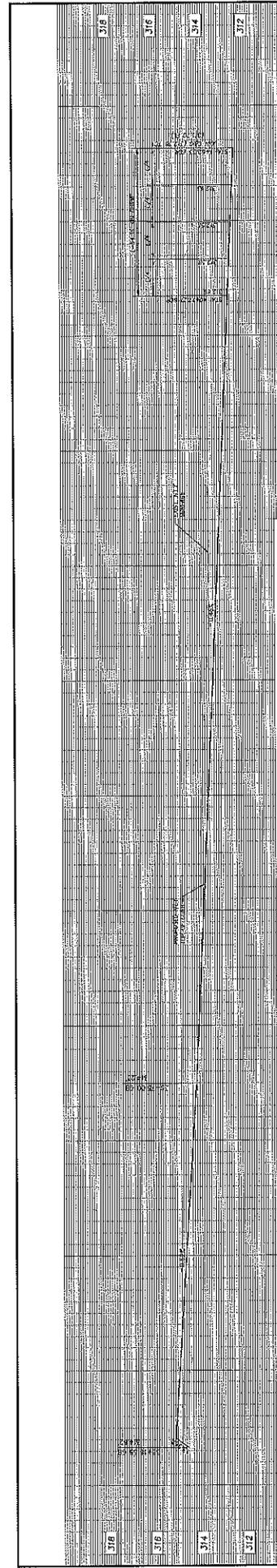


**CONSTRUCTION NOTES:**

- 1. CONSTRUCT SIDEWALK PER CITY OF INDUSTRY STD. PLAN 115, INCLUDING CHECKED AGGREGATE BASE
- 2. PROTECT-IN-PLACE
- 3. WATER METER/VALVE TO BE RELOCATED/ADJUSTED TO GRADE BY SCWD
- 4. GAS METER, PROTECT IN PLACE

B.M. 215 ELEV. 3217.713 FT.  
 WOOD SIGNAL B. MARK IN THE CORNER OF  
 CLARK AVE. AT E. END OF ST. 10+20.00  
 300' W. OF CL. OF ANGLE AVE.  
 INDUSTRY, UT





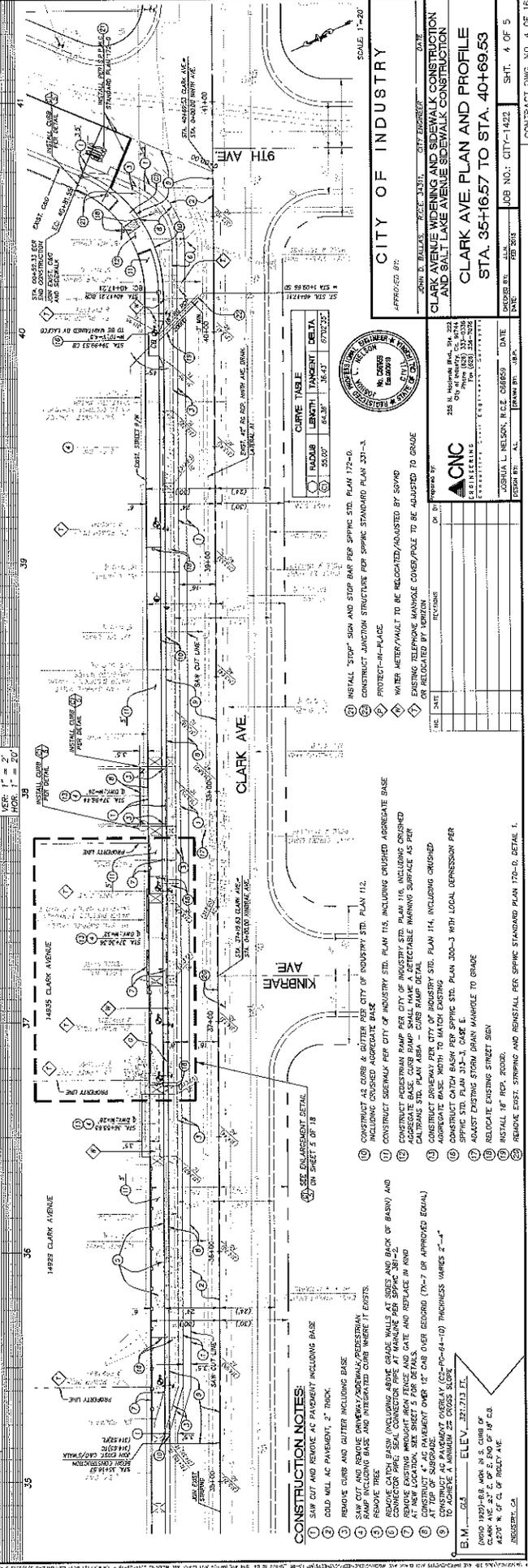
**CONCRETE REMOVAL NOTES**

WHERE REINFORCEMENT IS REQUIRED TO EXTEND THROUGH THE NEW LIGHT, CONCRETE SHALL BE REMOVED IN THE FOLLOWING SEQUENCE:

1. A SAW CUT SHALL BE MADE ONE AND ONE-HALF INCHES DEEP AT THE END OF THE REINFORCEMENT TO CUT THE REINFORCEMENT FROM THE REMAINING SLAB. THE EXISTING CONSTRUCTION IS TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
2. USING HANDHELD EQUIPMENT THE CONCRETE SHALL BE CAREFULLY REMOVED TO THE FULL DEPTH OF THE WALL OF SLAB AND FOR A MINIMUM EXTENSION FROM THE SAWCUT INTO THE EXISTING CONSTRUCTION. THIS EXTENSION SHALL BE 30 BARS DIAMETERS, UNLESS OTHERWISE SHOWN.
3. EXISTING REINFORCEMENT SHALL BE CUT TO THE REQUIRED BAR EXTENSION.
4. THE REMAINING CONCRETE MAY BE REMOVED BY ANY SUITABLE METHOD UPON APPROVAL OF THE ENGINEER WHO SHALL PROVIDE A WRITTEN SPECIFICATION OF SIMILAR DETAILS, WHICH ARE LIKELY TO DAMAGE THE CONCRETE TO BE LEFT IN PLACE. SHALL NOT BE USED.

**STRIPING GENERAL NOTES**

1. ALL STRIPING AND SIGNAGE SHALL BE INSTALLED WITHIN 2-WEEKS OF THE START OF CONSTRUCTION UNLESS OTHERWISE NOTED.
2. REMOVAL OF ALL CONCRETE LINES AND PAINTED MARKINGS SHALL BE BY WET SCALING/GRINDING OR GRINDING AND INCLUDES REMOVAL OF PAINTED MARKINGS.
3. ALL LINE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIGHT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINE. DOUBLE STRIPING OR TOP OF CURB IS APPROPRIATE.
4. ALL LINE STRIPING AT INTERSECTION APPROACHES SHALL BEGIN AND END WITH 50 FEET OF ANCHOR STRIPING WITH CURB.
5. ALL LINE STRIPING SHALL BE PLACED A MINIMUM OF 4 FEET FROM THE CURB EXTENSION OR DRIVEWAY/TRAFFIC WAY. IN CASE OF INTERSECTION WITH WALK, DRIVE, RAMP, THE LINE STRIPING SHALL BE PLACED BEHIND THE LANDING AREA, BUT IN NO CASE STRIPING SHALL BE MORE THAN 4 FEET FROM CURB.



**CONCRETE TABLE**

NO.	NO. OF BARS	LENGTH	THICKNESS	DETAIL
1	10	1.5000'	3.00"	07/12/22

**CONSTRUCTION NOTES:**

1. SAW CUT AND REMOVE AC PAVEMENT INCLUDING BASE
2. REMOVE CURB AND GUTTER INCLUDING
3. SAW CUT AND REMOVE DRIVEWAY/SIDEWALK/PREDESKIN RAMP INCLUDING BASE AND INTERSECTED CURB WHERE IT EXISTS
4. REMOVE CURB
5. REMOVE CURB BASH (INCLUDING ABOVE GRADE WALLS AT SIDES AND BACK OF BASH) AND REMOVE EXISTING WEIGHT-BEARING FINISH AND GATE AND REPLACE IN KIND
6. REMOVE EXISTING WEIGHT-BEARING FINISH AND GATE AND REPLACE IN KIND
7. CONSTRUCT 4" AC PAVEMENT OVER 12" C&G OVER BEDDING (7IN-7 OR APPROVED EQUAL) AT TOP OF SUBGRADE
8. TO ACHIEVE 4" MINIMUM 22 COARSE AGGREGATE TO ACHIEVE 4" MINIMUM 22 COARSE AGGREGATE

**CONSTRUCTION NOTES:**

1. SAW CUT AND REMOVE AC PAVEMENT INCLUDING BASE
2. REMOVE CURB AND GUTTER INCLUDING
3. SAW CUT AND REMOVE DRIVEWAY/SIDEWALK/PREDESKIN RAMP INCLUDING BASE AND INTERSECTED CURB WHERE IT EXISTS
4. REMOVE CURB
5. REMOVE CURB BASH (INCLUDING ABOVE GRADE WALLS AT SIDES AND BACK OF BASH) AND REMOVE EXISTING WEIGHT-BEARING FINISH AND GATE AND REPLACE IN KIND
6. REMOVE EXISTING WEIGHT-BEARING FINISH AND GATE AND REPLACE IN KIND
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**CONSTRUCTION NOTES:**

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5. REMOVE CURB BASH (INCLUDING ABOVE GRADE WALLS AT SIDES AND BACK OF BASH) AND REMOVE EXISTING WEIGHT-BEARING FINISH AND GATE AND REPLACE IN KIND
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7. CONSTRUCT 4" AC PAVEMENT OVER 12" C&G OVER BEDDING (7IN-7 OR APPROVED EQUAL) AT TOP OF SUBGRADE
8. TO ACHIEVE 4" MINIMUM 22 COARSE AGGREGATE TO ACHIEVE 4" MINIMUM 22 COARSE AGGREGATE

**CITY OF INDUSTRY**

APPROVED BY: [Signature]

DATE: [Date]

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION

CLARK AVE. PLAN AND PROFILE

STA. 35+16.57 TO STA. 40+69.53

JOB NO.: CITY-1422

SHEET: 4 OF 5

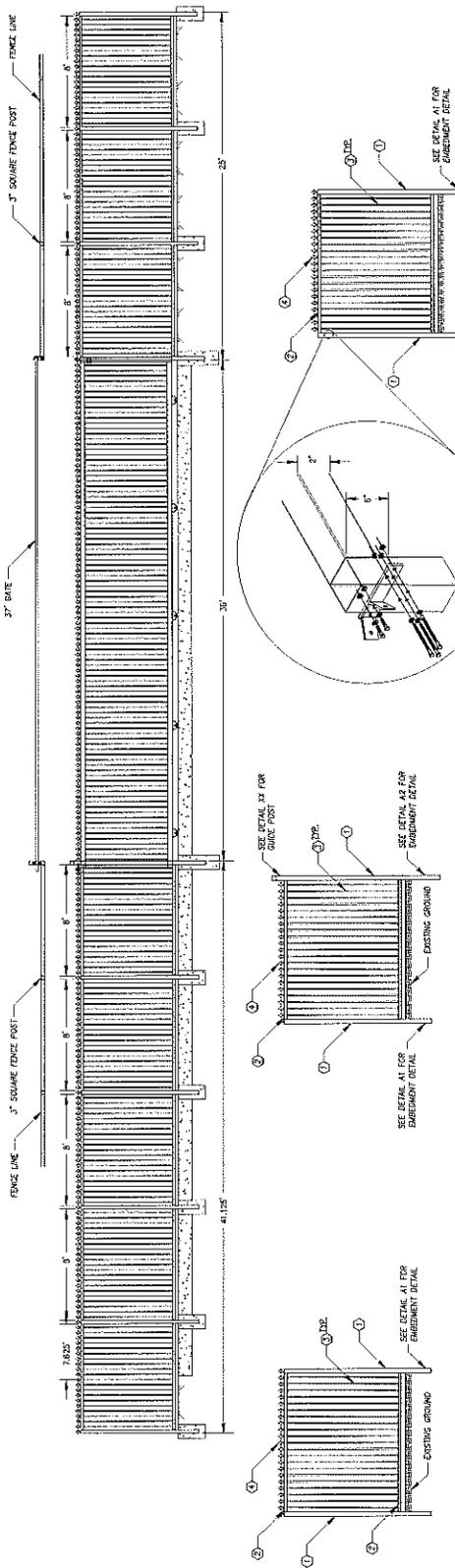
CONTRACT DWG. NO. 4 OF 16

**CNC ENGINEERING**

255 N. Highland Blvd., Ste. 222  
Ogden, UT 84403  
TEL: 468-2222  
FAX: 468-2222

DESIGNED BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

DESIGNED BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]



- ① 3" SQUARE 11 GAUGE POST
- ② 2" SQUARE 14 GAUGE POST
- ③ 3/4" PICKETS AT 4.5" ON CENTER
- ④ 4.5" FINALS WELDED ON TOP OF PICKETS

**B 1** 8' FENCING PANEL  
NOT TO SCALE

- ① 3" SQUARE 11 GAUGE POST
- ② 2" SQUARE 14 GAUGE POST
- ③ 3/4" PICKETS AT 4.5" ON CENTER
- ④ 4.5" FINALS WELDED ON TOP OF PICKETS

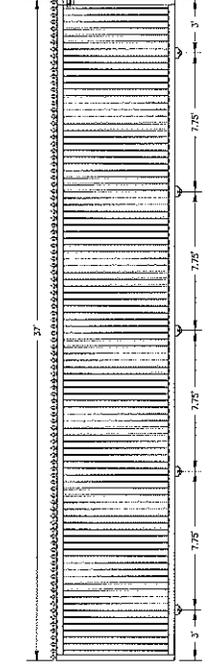
**B 2** 8' LEFT FENCING PANEL ADJACENT TO GATE OPENING  
NOT TO SCALE

- ① 3" SQUARE 11 GAUGE POST
- ② 2" SQUARE 14 GAUGE POST
- ③ 3/4" PICKETS AT 4.5" ON CENTER
- ④ 4.5" FINALS WELDED ON TOP OF PICKETS

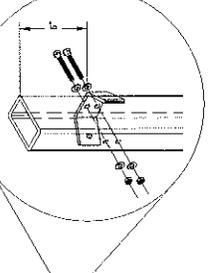
**B 3** 8' RIGHT FENCING PANEL ADJACENT TO GATE OPENING  
NOT TO SCALE

- ① 3" SQUARE 11 GAUGE POST
- ② 2" SQUARE 14 GAUGE POST
- ③ 3/4" PICKETS AT 4.5" ON CENTER
- ④ 4.5" FINALS WELDED ON TOP OF PICKETS
- ⑤ 6" RIBBLESS
- ⑥ 2" X 4" 14 GAUGE POST

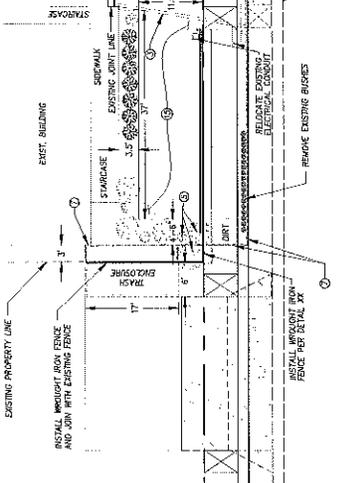
**B 6** 7' GATE GUIDE POST  
NOT TO SCALE



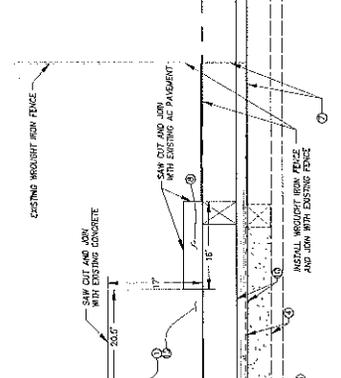
**B 4** 37' ROLLING GATE  
NOT TO SCALE



**B 5** 4.5' FINALS  
NOT TO SCALE



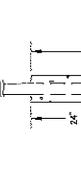
**C 2** 5' TYPICAL CURB FACE TRANSITION  
NOT TO SCALE



**C 1** 3.5' TYPICAL CURB FACE TRANSITION  
NOT TO SCALE



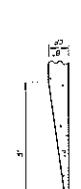
**A 1** 3' FENCE POST - TYP.  
NOT TO SCALE



**A 2** 3' GATE POST - TYP.  
NOT TO SCALE



**C 1** 3.5' TYPICAL CURB FACE TRANSITION  
NOT TO SCALE



**C 2** 5' TYPICAL CURB FACE TRANSITION  
NOT TO SCALE

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY OF INDUSTRY  
 CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION  
 AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION  
 PRIVATE PROPERTY IMPROVEMENT PLANS

NO. 3, 4, 5	DATE	DESIGN BY	DATE
NO. 1, 2, 6	DATE	DESIGN BY	DATE
NO. 7	DATE	DESIGN BY	DATE
NO. 8	DATE	DESIGN BY	DATE
NO. 9	DATE	DESIGN BY	DATE
NO. 10	DATE	DESIGN BY	DATE
NO. 11	DATE	DESIGN BY	DATE
NO. 12	DATE	DESIGN BY	DATE
NO. 13	DATE	DESIGN BY	DATE
NO. 14	DATE	DESIGN BY	DATE
NO. 15	DATE	DESIGN BY	DATE
NO. 16	DATE	DESIGN BY	DATE



Prepared by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 JESSICA L. NELSON, R.C.E. 258859  
 STATE OF UTAH  
 PROFESSIONAL ENGINEER  
 255 N. INDEPENDENCE BLVD., STE. 222  
 CHICAGO, ILL. 60604  
 PHONE (773) 333-8200  
 FAX (773) 333-8200  
 WWW.CNC-ENGINEERING.COM

CONTRACT DWS. NO. 5 OF 16  
 SHEET 5 OF 5  
 JOB NO. CITY-1422  
 DATE: FEB 2015

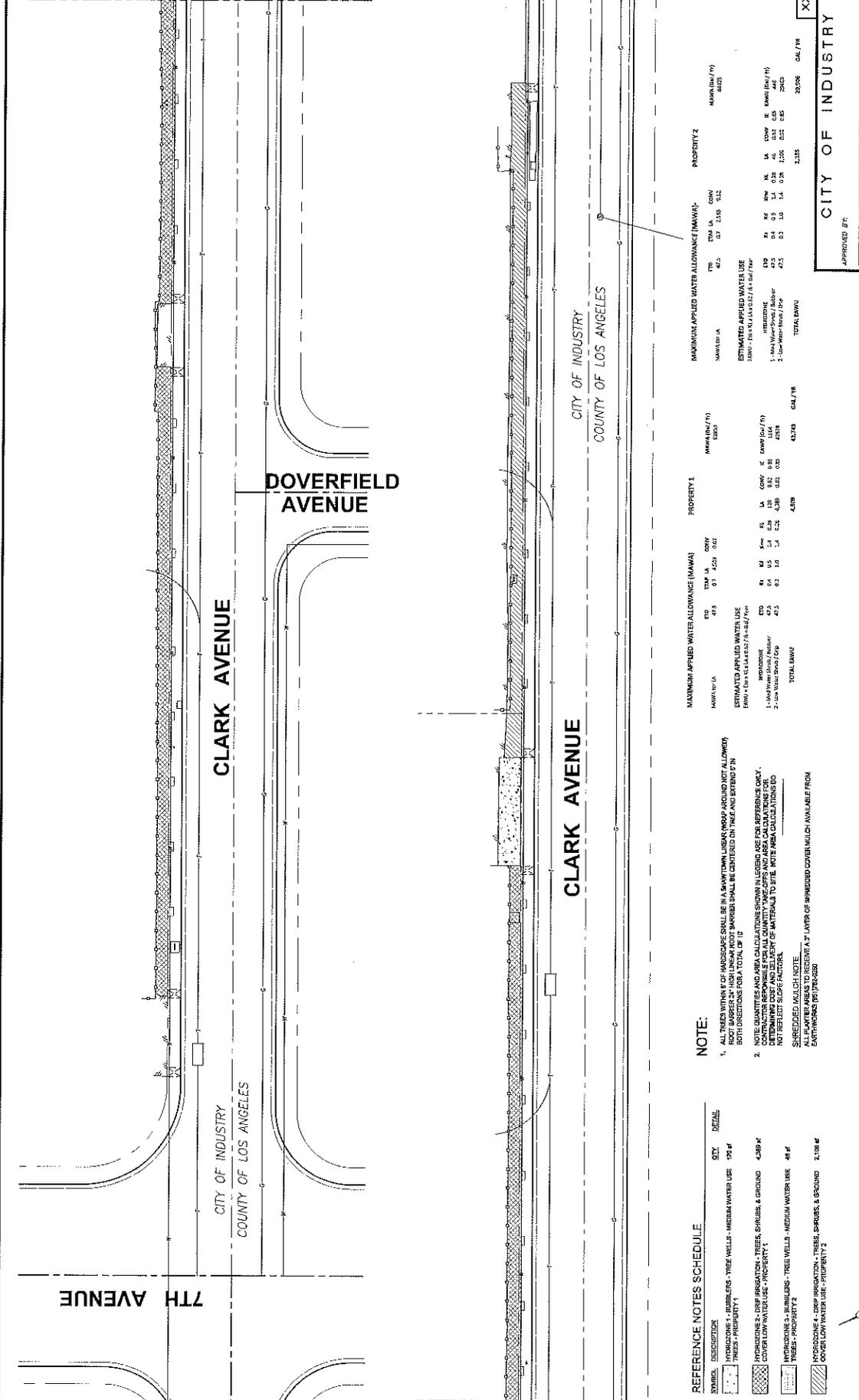
B.M. SEE ELEV. 1243.12  
 (AS SHOWN) 1250'-8.8" MON. IN S. CORNER OF  
 CLARK AVE. AT E. END OF 18' CURB  
 24" TO E. OF CURB FACE  
 24" TO E. OF PROPERTY LINE  
 24" TO E. OF PROPERTY LINE







MATCHLINE SEE "A" THIS SHEET



7TH AVENUE

CLARK AVENUE

DOVERFIELD AVENUE

CLARK AVENUE

CITY OF INDUSTRY  
COUNTY OF LOS ANGELES

MATCHLINE SEE "A" THIS SHEET

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
(Symbol)	HYDROZONE 1 - BUBBLERS - TREE WELLS - MEDIUM WATER USE - TREES - PROPERTY 1	195 #	
(Symbol)	HYDROZONE 2 - DEEP IRRIGATION - TREES, SHRUBS & GROUND COVER - PROPERTY 1	4,500 #	
(Symbol)	HYDROZONE 3 - BUBBLERS - TREE WELLS - MEDIUM WATER USE - TREES - PROPERTY 2	48 #	
(Symbol)	HYDROZONE 4 - DEEP IRRIGATION - TREES, SHRUBS & GROUND COVER - LOW WATER USE - PROPERTY 2	2,100 #	

NOTE:

- ALL TREES WITHIN OF HANDSCAPE SHALL BE IN A SHAWTOWN LINBUR WRAP AROUND NOT ALLOWED. BOTH DIRECTIONS FROM TOTAL OF 10'.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF INDUSTRY AND COUNTY OF LOS ANGELES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING COST AND DELIVERY OF MATERIALS TO SITE. NOTE: AREA CALCULATIONS DO NOT REFLECT SLOPE FACTOR.
- SHREDDED MULCH NOTE:  
ALL PLANTER AREAS TO RECEIVE A 7" LAYER OF SHREDDED COVER MULCH AVAILABLE FROM CONTRACTOR FOR PROCESS.

MAXIMUM APPLIED WATER ALLOWANCE (MAWA)		PROPERTY 1		PROPERTY 2	
MAWA (G/L)	EST. APPLIED WATER USE (GAL/7YR)	MAWA (G/L)	EST. APPLIED WATER USE (GAL/7YR)	MAWA (G/L)	EST. APPLIED WATER USE (GAL/7YR)
47.5	4,500	47.5	4,500	47.5	4,500
ESTIMATED APPLIED WATER USE		ESTIMATED APPLIED WATER USE		ESTIMATED APPLIED WATER USE	
1 - MAWA (G/L) x EST. APPLIED WATER USE (GAL/7YR)		1 - MAWA (G/L) x EST. APPLIED WATER USE (GAL/7YR)		1 - MAWA (G/L) x EST. APPLIED WATER USE (GAL/7YR)	
47.5 x 4,500 = 213,750		47.5 x 4,500 = 213,750		47.5 x 4,500 = 213,750	
2 - LOW WATER USE (L/WU)		2 - LOW WATER USE (L/WU)		2 - LOW WATER USE (L/WU)	
47.5 x 2,100 = 99,750		47.5 x 2,100 = 99,750		47.5 x 2,100 = 99,750	
TOTAL MAWA		TOTAL MAWA		TOTAL MAWA	
213,750 + 99,750 = 313,500		213,750 + 99,750 = 313,500		213,750 + 99,750 = 313,500	

A Public Service By  
underground Service Alert  
Call TOLL FREE  
811  
1-800-4-A-SHAL-1-800-427-2263



**CITY OF INDUSTRY**  
INCORPORATED JUNE 30, 1957  
P.O. Box 2806, City of Industry, California 91744  
Administration Center (9525) Chandler Street  
Industry, CA 91744 (916) 333-2211

**Enviros**  
LANDSCAPE ARCHITECTURE  
10000 Wilshire Blvd., Suite 1000, Beverly Hills, CA 90210  
(310) 274-1100

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY OF INDUSTRY  
CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION  
AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION  
HYDROZONE MAP / WATER USE CALCS  
STA. 15+12.00 TO STA. 25+72.00  
JOB NO.: CITY-1422  
SHEET: 4 OF 8  
CONTRACT DWG. NO. 8 OF 16

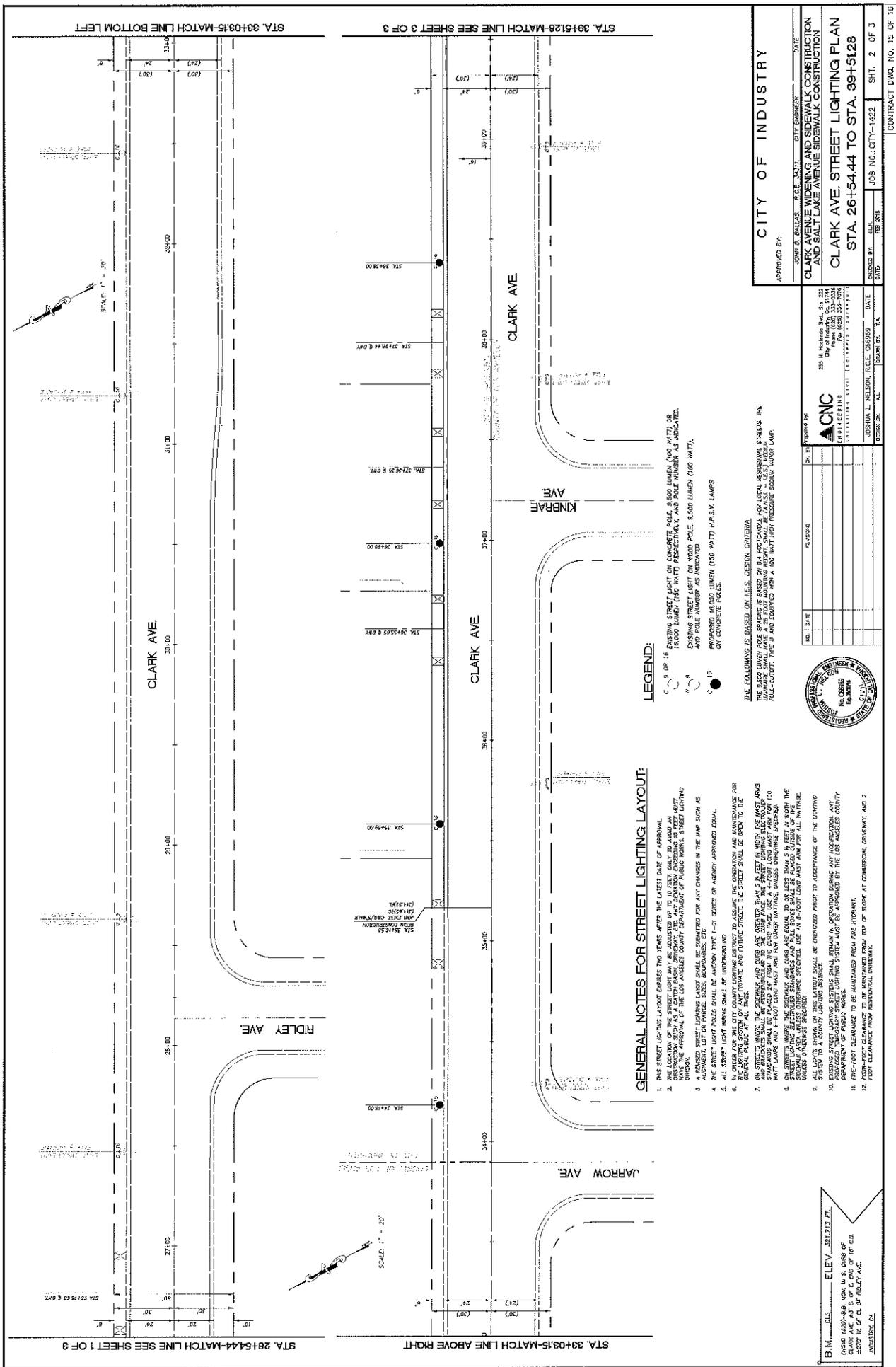












STA. 28+00 MATCH LINE ABOVE RIGHT

STA. 39+00 MATCH LINE SEE SHEET 3 OF 3

STA. 39+03.15 MATCH LINE BOTTOM LEFT

**GENERAL NOTES FOR STREET LIGHTING LAYOUT:**

1. THIS STREET LIGHTING LAYOUT EXPIRES TWO YEARS AFTER THE LATEST DATE OF APPROVAL.
2. OPERATIONS SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS STREET LIGHTING DIVISION.
3. A REVISED STREET LIGHTING LAYOUT SHALL BE SUBMITTED FOR ANY CHANGES IN THE MAP SUCH AS ADJUSTMENT, LOT OR PARCEL SIZES, BOUNDARIES, ETC.
4. THE STREET LIGHT POLES SHALL BE ANCHORED TYPE 1-11 SERIES OR AGENCY APPROVED EQUAL.
5. THE STREET LIGHTING SYSTEM ON ANY PRIVATE AND FUTURE STREET, THE STREET SHALL BE OPEN TO THE PUBLIC LIGHTING SYSTEM OF THE CITY OF LOS ANGELES.
6. ON STREETS WHERE THE SIDEWALK AND CURB ARE GREY TOP 5 X 8 FEET IN WIDTH THE LIGHT ARMS AND BRACKETS SHALL BE CONSIDERED TO BE CLEAR TO THE CURB FACE. THE STREET LIGHTING ELECTRICAL WIRING SHALL BE CONCEALED UNDER THE SIDEWALK AND CURB AND SHALL BE 6 INCHES ABOVE THE SIDEWALK SURFACE. WIRE LAMPS AND 8-FOOT LONG MUST HAVE OTHER WATTAGE UNLESS OTHERWISE SPECIFIED.
7. ON STREETS WHERE THE SIDEWALK AND CURB ARE EQUAL TO OR LESS THAN 5 X 8 FEET IN WIDTH THE STREET LIGHTING ELECTRICAL WIRING SHALL BE CONCEALED UNDER THE SIDEWALK AND CURB AND SHALL BE 6 INCHES ABOVE THE SIDEWALK SURFACE. WIRE LAMPS AND 8-FOOT LONG MUST HAVE OTHER WATTAGE UNLESS OTHERWISE SPECIFIED.
8. STREET LIGHTING SHALL BE ENFORCED PRIOR TO ACCEPTANCE OF THE LIGHTING.
9. EXISTING STREET LIGHTING SYSTEMS SHALL REMAIN IN OPERATION DURING ANY ADJUSTMENT ANY ADJUSTMENT TO THE STREET LIGHTING SYSTEM MUST BE APPROVED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS.
10. FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM FIRE HYDRANT.
11. FOUR-FOOT CLEARANCE TO BE MAINTAINED FROM TOP OF SLOPE AT COMMERCIAL DRIVEWAY, AND 2 FEET CLEARANCE FROM RESIDENTIAL DRIVEWAY.

**LEGEND:**

- C-9 OR C-10 16 FOOTING STREET LIGHT ON CONCRETE POLE, 8,500 LUMENS (150 WATT), 65,000 LUMENS (150 WATT) RESPECTIVELY, AND POLE NUMBER AS INDICATED.
- W-9 EXISTING STREET LIGHT ON WOOD POLE, 6,500 LUMENS (100 WATT), AND POLE NUMBER AS INDICATED.
- C-15 PROPOSED 10,000 LUMENS (150 WATT) H.P.S.V. LAMPS ON CONCRETE POLES.

THE FOLLOWING IS BASED ON L.E.S. DESIGN CRITERIA FOR LOCAL RESIDENTIAL STREETS THE LIGHTING SHALL HAVE A 5 FOOT MOUNTING HEIGHT, SHALL BE (V.A.S.E. - 125) WITH FULL-CUTOFF, TYPE III AND EQUIPPED WITH A 100 WATT HIGH PRESSURE SODIUM VAPOR LAMP.



**CITY OF INDUSTRY**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR: JOHN G. BELLAS, E.C.E. CHIEF, CITY ENGINEER

**CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION**

**CLARK AVENUE STREET LIGHTING PLAN**

**STA. 26+54.44 TO STA. 39+51.28**

DESIGNED BY: JLSH DATE: 08/20/13

CHECKED BY: JLSH DATE: 08/20/13

DATE: 08/20/13

JOB NO: CITY-1422

SHEET: 2 OF 3

CONTRACT DWG. NO. 15 OF 16

**CNC**

255 N. Hollywood Blvd., Ste. 222  
City: Los Angeles, CA 90028  
Phone: (323) 333-3333  
Fax: (323) 333-3333  
www.cnc-engineering.com

Prepared by: \_\_\_\_\_

Checked by: \_\_\_\_\_

DATE: \_\_\_\_\_

DESIGNED BY: JLSH

DATE: 08/20/13

NO. 1: 2/18

NO. 2: 8/20/13

NO. 3: 8/20/13

NO. 4: 8/20/13

NO. 5: 8/20/13

NO. 6: 8/20/13

NO. 7: 8/20/13

NO. 8: 8/20/13

NO. 9: 8/20/13

NO. 10: 8/20/13

NO. 11: 8/20/13

NO. 12: 8/20/13

NO. 13: 8/20/13

NO. 14: 8/20/13

NO. 15: 8/20/13

NO. 16: 8/20/13

NO. 17: 8/20/13

NO. 18: 8/20/13

NO. 19: 8/20/13

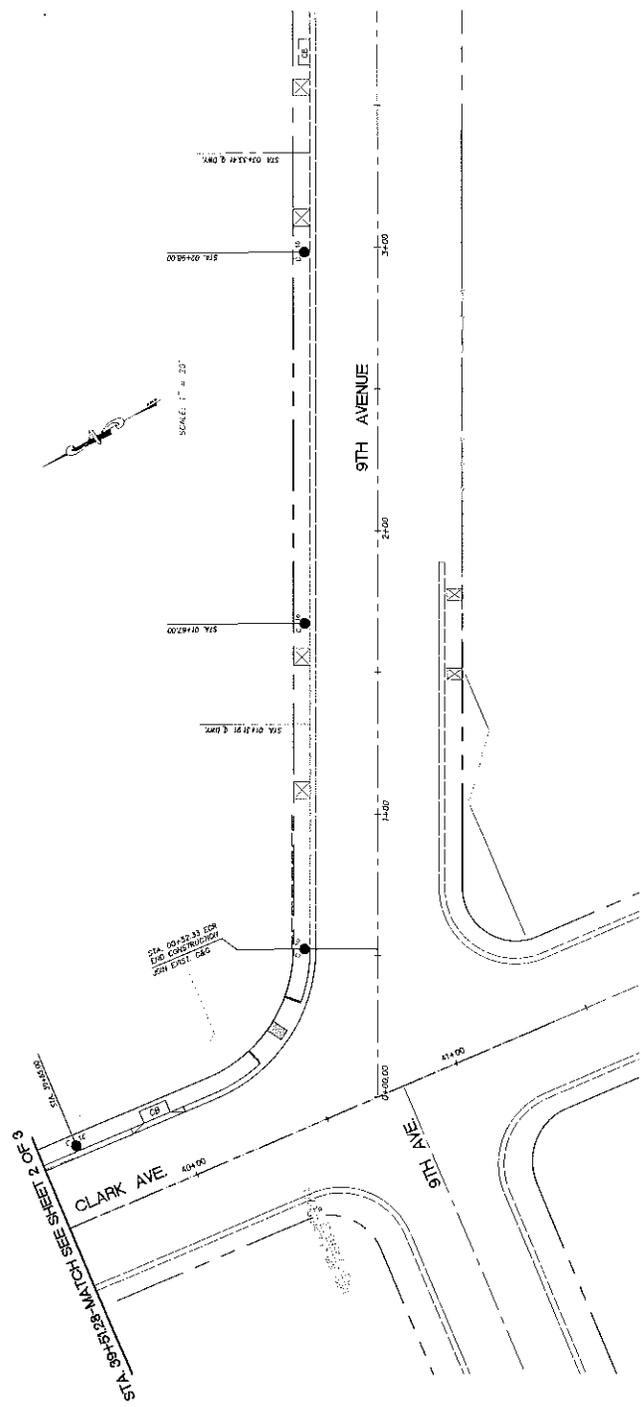
NO. 20: 8/20/13

**B.M. - ELEV. 3817.13 FT.**

(1050 1250)-8.8 MON. IN S. CURB OF CLARK AVE AT E. END OF I.P. CE

8.000 FT. CL. OF PAVEMENT

INDUSTRIAL, CA



**GENERAL NOTES FOR STREET LIGHTING LAYOUT:**

1. THIS STREET LIGHTING LAYOUT EXPIRES TWO YEARS AFTER THE LATEST DATE OF APPROVAL.
2. THE LOCATION OF THE STREET LIGHTING SHALL BE ADJUSTED UP TO 10 FEET, ONLY TO AVOID ANY OBSTACLES OR TO ACCOMMODATE EXISTING UTILITIES. ANY ADJUSTMENTS MUST BE APPROVED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, STREET LIGHTING DIVISION.
3. A REVISED STREET LIGHTING LAYOUT SHALL BE SUBMITTED FOR ANY CHANGES IN THE MAP SUCH AS ALIGNED, LOT OR PARCEL SIZES, BOUNDARIES, ETC.
4. THE STREET LIGHT POLES SHALL BE APPROVED BY THE L-1-CI SERIES OR AGENCY APPROVED EQUAL.
5. ALL STREET LIGHT WIRING SHALL BE UNDERGROUND.
6. THE LIGHTING SYSTEM ON ANY PRIVATE AND FUTURE STREET, THE STREET SHALL BE OPEN TO THE GENERAL PUBLIC AT ALL TIMES.
7. EXISTING STREET LIGHTING SHALL BE MAINTAINED AND OPERATED AS IS, UNLESS OTHERWISE SPECIFIED. ALL EXISTING STREET LIGHTING SHALL BE MAINTAINED AND OPERATED AS IS, UNLESS OTHERWISE SPECIFIED. ALL EXISTING STREET LIGHTING SHALL BE MAINTAINED AND OPERATED AS IS, UNLESS OTHERWISE SPECIFIED.
8. ALL STREET LIGHTING SHALL BE MAINTAINED AND OPERATED AS IS, UNLESS OTHERWISE SPECIFIED. ALL EXISTING STREET LIGHTING SHALL BE MAINTAINED AND OPERATED AS IS, UNLESS OTHERWISE SPECIFIED.
9. EXISTING STREET LIGHTING SHALL BE MAINTAINED AND OPERATED AS IS, UNLESS OTHERWISE SPECIFIED.
10. EXISTING STREET LIGHTING SYSTEMS SHALL REMAIN IN OPERATION DURING ANY MODIFICATION. ANY EXISTING STREET LIGHTING SYSTEMS MUST BE APPROVED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS.
11. FIVE-FOOT CLEARANCE TO BE MAINTAINED FROM THE NORMAL.
12. FOUR-FOOT CLEARANCE TO BE MAINTAINED FROM TOP OF SLOPE AT COMMERCIAL DRIVEWAY, AND 2 FOOT CLEARANCE FROM RESIDENTIAL DRIVEWAY.

**LEGEND:**

- 6' 9" OR 16' EXISTING STREET LIGHT ON CONCRETE POLE, 9,500 LUMEN (100 WATT) OR 16,000 LUMEN (150 WATT) RESPECTIVELY, AND POLE NUMBER AS INDICATED.
- 7' 9" EXISTING STREET LIGHT ON WOOD POLE, 8,500 LUMEN (100 WATT), AND POLE NUMBER AS INDICATED.
- 6' 10" PROPOSED 16,000 LUMEN (150 WATT) H.P.S.V. LAMPS ON CONCRETE POLES.

THE FOLLOWING IS BASED ON L.E.S. DESIGN CRITERIA. THE SAME LIGHT POLE SPACING IS BASED ON 24' SPACING FOR LOCAL RESIDENTIAL STREETS. THE FOLLOWING IS BASED ON 30' SPACING FOR COMMERCIAL STREETS. ALL LIGHT POLES SHALL BE FULL-CUTOUT, TYPE II, AND EQUIPPED WITH A 100 WATT HIGH PRESSURE SODIUM VAPOR LAMP.



NO.	DATE	REVISIONS

Prepared by:  
**CNC**  
 CONSULTANTS  
 225 N. Haverstick Blvd., Ste. 222  
 El Monte, CA 91734  
 Tel: (909) 235-2000  
 Fax: (909) 235-2000  
 E-MAIL: JNELSON@CNC-CA.COM

APPROVED BY:  
 JOSHUA L. NELSON, P.E., C.E. C69995  
 DATE: FEB 2014  
 SHEET: 3 OF 3

**CITY OF INDUSTRY**

APPROVED BY: [Signature]  
 DATE: [Date]

CLARK AVENUE WIDENING AND SIDEWALK CONSTRUCTION AND SALT LAKE AVENUE SIDEWALK CONSTRUCTION  
 CLARK AVE STREET LIGHTING PLAN  
 STA. 004+32.33 TO STA. 404+00  
 STA. 014+02.00 TO STA. 014+42.00  
 STA. 004+52.00 TO STA. 024+48.45

JOB NO.: CITY-1422  
 SHEET: 3 OF 3

B.M. 265 ELEV. 321.213 FT.  
 (6600 1929)-E.D. MARK IN S. CURB OF  
 4200' W. OF E. END OF 18' C&G  
 4200' W. OF E. END OF PUBLIC AVE.  
 INDUSTRY, CA

*CITY COUNCIL*

ITEM NO. 6.1

## MEMORANDUM

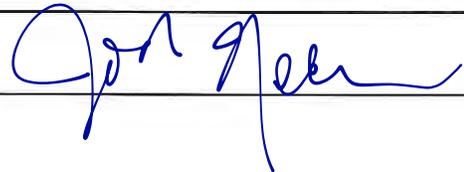
**TO:** John Ballas, City Engineer                      **DATE:** May 7, 2015  
**FROM:** Joshua Nelson                                      **JOB NO.:** CITY-1422  
**SUBJECT:** Developer Agreement Regarding Improvements at Clark Avenue

Attached for your considering is a participation Agreement Regarding Improvements to Clark Avenue in the City of Industry for developer contributions to the construction of City Contract No. CITY-1422 Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction. The developer C.E.G. Construction was conditioned to widen Clark Avenue and construct street improvements along 9<sup>th</sup> Avenue as part of the construction of the new building at the northwest corner of 9<sup>th</sup> Avenue and Clark Avenue. However, the City wanted to also widen Clark Avenue across the two parcels west of the new building. So rather than make the developer acquire the rights to do that widening, the City decided it would be best for the City to bid and construct a project that takes care of all the widening along there and have the developer contribute their fair share of the widening costs.

At this time an estimate has been prepared for the developers share and the total came to \$119,000. The agreement calls for the developer to make a deposit of that amount within 15 days of the approval of this agreement. A final accounting will occur after the project has bid so that the developer pays actual costs based on the bid amounts. The developer will either be given a refund or invoiced an additional amount based on those bids. Assuming that council approves this agreement, the following agenda item is to authorize staff to advertise for public bids for the work. If council chooses not to approve this agreement then we would ask that you also not approve the authorization to bid for the project at this time. However, we recommend that you approve the agreement as presented.

By: Joshua Nelson  
Sr. Project Manager

Signature: \_\_\_\_\_



JN:cl

## **AGREEMENT REGARDING IMPROVEMENTS TO CLARK AVENUE IN CITY OF INDUSTRY**

This Agreement regarding improvements to Clark Avenue in City of Industry (“Agreement”) is made and entered into by and between Chalmers Corporation dba C.E.G. Construction (“Developer”) and the City of Industry (“City”). This Agreement is effective as of the date it is fully executed by all parties (the “Effective Date”). This Agreement is based upon the following facts:

### **Recitals**

WHEREAS, Developer is the owner or representative of the owner of the property located at 733 9<sup>th</sup> Avenue in the City of Industry (“Property”);

WHEREAS, Developer was conditioned to construct improvements along the frontage of the Property on 9<sup>th</sup> Avenue and Clark Avenue and a true copy of said conditions (“Conditions”) is attached hereto as Exhibit 1; and

WHEREAS, Developer has constructed the improvements on 9<sup>th</sup> Avenue, but the Developer has not yet constructed the improvements on Clark Avenue (“Clark Avenue Improvements”);

WHEREAS, CNC Engineering has prepared a Clark Avenue Plan and Profile designated as Sheet 4, attached hereto as Exhibit 2;

WHEREAS, an aerial photograph depicting the general area of the proposed Clark Avenue Improvements is attached hereto as Exhibit 3;

WHEREAS, the City is willing to design and construct the Clark Avenue Improvements provided that the Developer agrees to enter into this Agreement to reimburse the City for the Developer’s share of the cost of the Clark Avenue Improvements;

WHEREAS, CNC Engineering has prepared a Cost Estimate Sheet for Developer’s share of the cost of the Clark Avenue Improvements in the amount of \$119,000 which is attached hereto as Exhibit 4 (“Estimated Cost”)

### **Agreement**

NOW, THEREFORE, in consideration of the terms, conditions, warranties and covenants herein, the Developer and City agree that the foregoing Recitals are true and correct and further agree as follows:

1. City agrees as follows:
  - a. City will prepare the plans and specifications for a project known as the Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue Sidewalk Construction (“Project”) which will include the Clark Avenue Improvements.

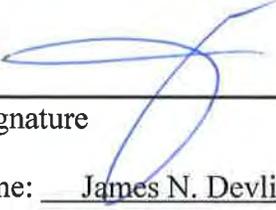
- b. The City will seek bids from contractors to construct the Project
  - c. If the City decides to award a contract for the construction of the Project, then the City will award the contract to the lowest responsible bidder.
  - d. Upon completion of the Project, assuming the City constructs the Project, the City will calculate the actual cost of the Project (“Project Actual Cost”) no later than 30 calendar days after the City records a Notice of Completion for the Project to determine the Developer’s share of the Project Actual Cost.
  - e. If the Developer’s share of the Project Actual Cost exceeds the Estimated Cost (“Excess Cost”), then the City will send written notice (“Written Notice”) to the Developer of the amount of the Excess Cost.
  - f. If the Developer’s share of the Project Actual Cost is lower than the Estimated Cost, then the City will reimburse Developer for the difference between the Project Actual Cost and the Estimated Cost (“Reimbursement Amount”). The City will send written notice (“Written Notice”) to the Developer of the Reimbursement Amount and provide payment to the Developer for the amount of that Reimbursement Amount within 15 days of the Written Notice.
2. Developer agrees as follows:
    - a. Within 15 calendar days of the Effective Date of this Agreement, Developer will deposit with the City the sum of \$119,000.00
    - b. Developer shall pay the Excess Cost to the City, if any, within 15 calendar days of receipt of the City’s Written Notice.
  3. Developer and City hereby acknowledge that the Project is a public works project for purposes of California Labor Code Section 1720 et. seq. and implementing regulations (the “Prevailing Wage Laws”) and that the contractor constructing the Project shall be required to comply with all applicable provisions of California’s prevailing wage laws with respect thereto.
  4. Developer and City warrant and represent that they are authorized to enter into this Agreement. Developer and City agree that this Agreement shall be binding on their representatives, agents, affiliates, owners, heirs, successors and assigns.
  5. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California.
  6. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, together, shall be deemed to constitute a single document. This Agreement may be executed and signature pages exchanged by facsimile or email with the same force and effect as an original signature.

7. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter referenced herein. This Agreement is the final embodiment of the parties' agreement and shall supersede all prior or contemporaneous discussions, agreements, and understandings among the parties, whether written or oral, express or implied, relating in any way to the subject matter of this confidential settlement agreement. This is a fully integrated document.

IN WITNESS WHEREOF, Developer and City have duly executed this Agreement as of the dates written below.

**DEVELOPER**

Chalmers Corporation dba  
C.E.G. Construction, a California Corporation

By:  \_\_\_\_\_  
Signature

Print Name: James N. Devling

Print Title: Chief Financial Officer

Date: 5/06/15

(Proper Notarization of DEVELOPER'S signature is required and shall be attached)

Address for notices:

C.E.G. Construction  
Attn: James N. Devling  
7901 Crossway Drive  
Pico Rivera, CA 90660

**CITY**

CITY OF INDUSTRY, a charter municipal corporation

By: \_\_\_\_\_  
Kevin Radecki  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Address for notices:

City of Industry  
Attn: City Clerk  
15651 East Stafford Street  
City of Industry, CA 91744

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

State of California

County of Los Angeles

On May 10th, 2015 before me, Christina Barba, Notary Public  
(Insert Name of Notary Public and Title)

personally appeared James N. Devling

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



EXHIBIT 1  
CONDITIONS



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## Standard Requirements and Conditions of Approval

**Application:** Development Plan 13-1  
**Applicant:** CEG Construction  
**Location:** 733 9<sup>th</sup> Avenue  
**Use:** New 60,160 square foot industrial building

### Conditions of Approval

*Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.*

1. The construction contractor shall use interior and exterior paints and primers with a volatile organic compound (VOC) content of 100 grams per liter (g/L) or less in order to minimize VOC emissions from painting. Use of low VOC interior and exterior paints and primers (e.g., water-based) shall be noted on building plans and verified by the Los Angeles County Building and Safety Department on behalf of the City of Industry.
2. The construction contractor shall equip off-road engines with a horsepower (hp)\_ rating of 100 hp or higher (e.g., dozers and scrapers) during site preparation/grading phase with diesel particulate filters (DPF) with a Verified Diesel Emissions Control Strategy (VDECS) Level 2 to minimize particulate matter emissions. Use of these specified off-road construction equipment shall be noted on grading plans. A list of construction equipment by type and model year and type of DPF shall be maintained by the construction contractor onsite. On behalf of the City of Industry, the Los Angeles County Building and Safety Department shall verify compliance that one of these measures has been implemented during normal construction site inspections.
3. Rock crushing operations shall occur in along the northern edge of the property away from Clark Avenue and the adjacent residences. Generators and other stationary equipment shall be placed away from Clark Avenue, to the extent feasible.
4. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
5. The applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along the Clark Avenue and 9<sup>th</sup> Avenue street frontages in accordance with City standards and specifications.

6. Prior to approval of grading plans, the applicant will be required to provide proof from The Los Angeles County Fire Department approving the 9th Avenue street section as proposed without a cul-de-sac knuckle. If the Fire Department requires a cul-de-sac knuckle, then the applicant will be responsible for revising the plans and installing the cul-de-sac.
7. The property owner shall dedicate all necessary easements for street purposes, including the cul-de-sac knuckle if required by the Los Angeles County Fire Department.

### **Code Requirements and Standards**

*The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.*

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
2. The applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
3. The applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Such plans shall include: provision for an automatic irrigation/sprinkler system; specimen trees, shrubs, ground cover and/or grass; and specifications for the above to the satisfaction of the Planning Director. Additionally, such plans shall be designed and specimen trees, shrubs, ground cover and/or grass shall be designed so as to integrate compatibly with street parkway landscaping.
4. The applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
5. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
6. The applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities.
7. The owner shall dedicate necessary landscape and utility easements along street frontage.
8. The applicant shall obtain an Industrial Waste Permit or a Domestic Wastewater

Clearance (depending on the planned use for the building) from the City Engineer.

9. The applicant shall provide off-street parking as shown on the approved development plan.
10. The applicant shall construct storm drains to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.
11. The applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. (Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit.)
12. Street lights shall be designed and installed along the street frontage of a development and shall be designed to Los Angeles County Lighting Standards and pay three (3) years of advance energy fees to the local utility.

EXHIBIT 2

CLARK AVENUE PLAN AND PROFILE



EXHIBIT 3

AERIAL PHOTOGRAPH



EXHIBIT 4

ESTIMATED COST

# CNC ENGINEERING

## COST ESTIMATE SHEET

255 N. Hacienda Blvd., Suite 222  
Industry, CA 91744  
Tel: (626) 333-0336

DATE PREPARED:

1/13/2015

Rev: 5/1/2015

ENGINEER/ DESIGNER:

A.L.

JOB NO.:

CITY-1422 (MP 13-06)

ESTIMATOR:

A.L.

CHECKED BY:

JLN

**PROJECT NAME: Clark Avenue Widening and Sidewalk Construction and Salt Lake Avenue**

**Sidewalk Construction**

**SCOPE OF WORK/PROJECT DESCRIPTION: 6' widening of Clark Avenue at 9th Avenue and sidewalk**

**construction on Clark Ave and Salt Lake Ave just east of 7th Ave.**

**Cost Estimate for portion of work adjacent to 733 9th Avenue (AIN 8217003040)**

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT PRICE	TOTAL COST
		NO. UNITS	UNIT MEAS.		
1.	Saw cut and Remove AC Pavement Including Base	1110	SF	\$1.00	\$1,110.00
2.	Cold Milling AC Pavement, 2" Thick	4375	SF	\$3.00	\$13,125.00
3.	Saw cut and remove curb and gutter including base	328	LF	\$15.00	\$4,920.00
4.	Saw cut and remove driveway/sidewalk/pedestrian ramp including base and integrated curb where it exists	500	SF	\$1.50	\$750.00
5.	Remove Catch Basin	1	EA	\$2,000.00	\$2,000.00
6.	Unclassified Excavation	105	CY	\$25.00	\$2,625.00
7.	Construct AC Pavement	213	Ton	\$90.00	\$19,170.00
8.	Construct Crushed Aggregate Base	113	CY	\$25.00	\$2,825.00
9.	Install Geofabric Material	340	SY	\$5.00	\$1,700.00
10.	Construct A2 curb and gutter per City Standard Plan 112, including aggregate base	301	LF	\$26.00	\$7,826.00
11.	Construct sidewalk per City Standard Plan 115, including aggregate base	1382	SF	\$6.00	\$8,292.00
12.	Construct pedestrian ramp per City Standard Plan 116 including, Crushed Aggregate Base and Detectable Warning Surface	1	EA	\$2,500.00	\$2,500.00
13.	Construct Catch Basin per SPPWC Plan 313-3, Case E	1	EA	\$5,000.00	\$5,000.00
14.	Adjust Existing Storm Drain Manhole to Grade	1	EA	\$500.00	\$500.00
15.	Relocate Existing Street Sign	2	EA	\$300.00	\$600.00
16.	Install 18" RCP 2000D, connector pipe	27	LF	\$500.00	\$13,500.00
17.	Install Junction Structure per SPPWC Standard Plan 331-3	1	EA	\$1,000.00	\$1,000.00
18.	Pavement Markers, Markings and Traffic Striping	0.5	LS	\$1,500.00	\$750.00
19.	Street Lighting	5	EA	\$4,000.00	\$20,000.00
	TOTAL				\$108,193.00
	10% CONTINGENCY				\$10,819.30
	GRAND TOTAL				\$119,012.30
	<b>ENGINEER'S ESTIMATE</b>				<b>\$119,000.00</b>

*CITY COUNCIL*

ITEM NO. 6.2

## MEMORANDUM

**TO:** Kevin Radecki, City Manager                      **DATE:** May 7, 2015  
**FROM:** Joshua Nelson                                      **JOB NO.:** JN 6201  
**SUBJECT:** Commercial Recycling Program - AB 939 Compliance

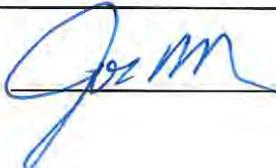
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Attached for your consideration is a Professional Services Agreement between Waste Systems Technology, Inc. and the City of Industry to administer the various recycling programs, which also includes the on-going salvage program. The budget amount is \$198,765.00 to be billed on a time and material basis.

Staff, therefore, recommends that the City Council approve the Professional Services Agreement. Please forward to Chris Brown to further processing.

---

By: Joshua Nelson  
Sr. Project Manager

Signature: 

JN:cl



*City of Industry*

***PROFESSIONAL SERVICES AGREEMENT***

*With*

***Waste Systems Technology, Inc.***

Effective Date: May 14, 2015

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## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of May 14, 2015 ("Effective Date"), and is between the City of Industry, a California municipal corporation and charter city ("City") and Waste Systems Technology, Inc. a California corporation ("Consultant").

### **Section 1. Term of Agreement.**

Subject to the provisions of Section 20 ("Termination of Agreement"), the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant's services.

### **Section 2. Scope and Performance of Services.**

- 2.1** Consultant agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B ("Key Personnel & Compensation"), which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

2.7 City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.

2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

**Section 3. Additional Services and Changes in Services.**

3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.

3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

**Section 4. Familiarity with Services and Site.**

4.1 By executing this Agreement, Consultant represents that Consultant:

- (a) has thoroughly investigated and considered the Scope of Services to be performed;
- (b) has carefully considered how the services should be performed;
- (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.

4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

**Section 5. Compensation and Payment.**

- 5.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.
- 5.2 The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3 Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4 City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6 Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7 City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

**Section 6. Required Documentation Prior to Performance.**

- 6.1 Consultant may not perform any services under this Agreement until:
  - (a) Consultant furnishes proof of insurance as required under Exhibit C;
  - (b) Consultant provides City with a Taxpayer Identification Number;
  - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and

(d) City gives Consultant a written notice to proceed.

- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

**Section 7. Time of Performance; Excusable Delays; Extensions.**

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

**Section 8. Cooperation by City.**

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

**Section 9. Project Documents.**

- 9.1** All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement.
- 9.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

**Section 10. Confidential Information; Release of Information.**

- 10.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2** Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused to the extent by or incurred as a result of Consultant's conduct.
- 10.4** Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.
- 10.5** All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

**Section 11. Consultant's Books and Records.**

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

**Section 12. Status of Consultant.**

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.
- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 13. Compliance with Applicable Laws.**

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

**13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

**Section 14. Unauthorized Aliens.**

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

**Section 15. Conflicts of Interest.**

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.
- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

## **Section 16. Indemnification.**

- 16.1** The parties agree that City should, to the fullest extent permitted by law, be defended, indemnified and held harmless from all Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and defend City as set forth in this section.
- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors.
- 16.3** Consultant agrees to defend and indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant committed in performing any services under this Agreement or the failure to comply with any of the obligations of this Agreement (collectively, "Claims") to the extent such Claims arise out of, are a consequence of, or are in any way attributable to, or caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant in the performance of any services under this Agreement. The Claims subject to Consultant's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 16.4** Consultant must notify City within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.5** Consultant's duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. Except for a Claim covered by Consultant's professional liability insurance, the defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated or agreed by City that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established or agreed upon comparative liability of the City indemnified party.
- 16.6** Consultant agrees that its defense and indemnity obligation under this section, includes the reasonable costs of attorney fees incurred by City's City Attorney office to monitor and

consult with Consultant regarding the defense of any Claim, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep litigation costs to a reasonable minimum. This Section 16.6 does not apply to a Claim covered by Consultant's professional liability insurance.

- 16.7** Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** Consultant's obligation to indemnify City applies unless it is finally adjudicated or agreed by City that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party or the City otherwise agrees to such a determination, then Consultant's indemnification obligation will be reduced in proportion to the established comparative liability.
- 16.9** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.10** Notwithstanding any provision of this Agreement to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code.
- 16.11** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.
- 16.12** The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 16.13** The provisions of this section will survive the expiration or earlier termination of this Agreement.

**Section 17. Insurance.**

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

**Section 18. Assignment.**

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

**Section 19. Default; Limitations on Liability.**

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

**Section 20. Termination of Agreement.**

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant must cease immediately all work and services in progress.
- 20.2** Consultant may terminate this Agreement at any time upon 30 days prior written notice of termination to City.
- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

**20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from City's termination of this Agreement.

**Section 21. Notices.**

**21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City: City of Industry  
15625 East Stafford Street, Suite 100  
City of Industry, CA 91744  
Attention: Kevin Radecki, City Manager

(Tel.) (626) 333-2211  
(Fax) (626) 961-6795  
(E-Mail) kradecki@cityofindustry.org

To Consultant: Waste Systems Technology, Inc.  
P.O. Box 33252  
Long Beach, CA 90832  
Attn: Jeff Duhamel

(Tel.) (562) 754-1609  
(Fax) (866) 963-0147  
(E-mail) jaduhamel@gmail.com

**21.2** Notice will be deemed effective on the date personally delivered or electronically 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.

**21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

**Section 22. General Provisions.**

**22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

**22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.

- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant 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.
- 22.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement 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.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

**CITY OF INDUSTRY**

\_\_\_\_\_  
Tim Spohn, Mayor

**ATTEST:**

\_\_\_\_\_  
Cece Dunlap, Deputy City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michele Vadon, City Attorney

**CONSULTANT:**

Waste Systems Technology, a California Corporation

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

EXHIBIT A  
SCOPE OF SERVICES  
[Attached]

Exhibit A

**SOLID WASTE  
PROGRAM PROPOSAL  
FOR THE  
CITY OF INDUSTRY  
2014-2015**

*Prepared by*  
**WASTE SYSTEMS TECHNOLOGY, INC.**  
*Long Beach, California.*  
*(562) 754-1609*

*For the*  
**CITY OF INDUSTRY**

**JOHN D. BALLAS**  
*CITY ENGINEER*

**BRIAN JAMES**  
*CITY PLANNER*

*CITY OF INDUSTRY, CA. 91744*

*August 2014*

Subject: **Proposal to Implement Commercial Recycling Program coupled with AB 939/AB 341/SB 1374 and GBC 2014 programming.**

Waste Systems Technology, Inc. is pleased to present this proposal for your review. The proposal contained herein addresses the tasks necessary to continue to meet the requirements of AB 939 (The integrated waste management act of 1989), SB 1374 (Mandatory construction diversion programming of 2002), California Green Building Code (2010 and forward), AB 341 (Mandatory commercial recycling act) and additional program mandates enacted by California State Legislature and/or CalRecycle.

The cost estimate for the 2014-21015 Term is **\$198,765.00**. All services will be completed within Twelve (12) months from the date of authorization to proceed.

If you require any further assistance or clarification, please do not hesitate to call me at 562-754-1609.

Sincerely,

Jeff Duhamel  
President

## ***I. Related Experience***

***Waste Systems Technology, Inc.*** (WST) was established in California in 1997 to focus specifically on the planning and implementation of AB 939 programs identified in the Source Reduction and Recycling Elements (SRRE) of California cities. WST realized the tremendous costs of SRRE development, implementation and compliance for targeted California cities that needed cost-effective programs and services that produced actual results.

WST focuses on the implementation of recycling programs through facility development, permitting, waste studies and surveys as well as statistical methods of diversion accounting and extrapolation.

WST has worked closely with the City of Industry for over eleven (11) years as the City of Industry solid contract solid waste and recycling consultant. WST has assisted the City in a number of programs including the recent construction diversion programming, the food waste monitoring program, a number of recycling education programs, annual CalRecycle reporting, CalRecycle bi-annual reviews, the day-to-day operations of the city's commercial recycling, technical and education outreach programs, hundreds of on-site waste audits and WST was instrumental in the CIWMB's adoption of the new base year reporting.

The success of WST in California is due, in part, to a strong background in public and private sector operations of solid waste management. WSI is not in the business of producing paper; ***WST produces results.***

Upon review of the City of Industry SRRE, WST applauds the City for meeting the medium-term goal of 50%, however additional growth projections and new regulations recently adopted may impact current diversion numbers. WST also understands that AB 939 and AB 341 compliance is not just met by diversion targets, but by complying with the programs stipulated in the SRRE, therefore Waste Systems proposes to continue its long relationship with the City of Industry by implementing the following proposal.

## **II. Scope of Work**

### **Task 1.0 Construction and Demolition Waste Monitoring and Reporting Program (Enhanced Program)**

The consultant has worked with the City of Industry in the ongoing Construction and Demolition diversion-monitoring program. This program assists the City of Industry in deterring illegal waste hauling, provides free technical assistance to encourage the recycling of construction and demolition debris, and demonstrates the City's compliance with AB 939 program implementation requirements inclusive of clarifications established by the passage of SB 1374 in 2002.

***New to this proposal is the implementation of the 2013 California Green Building Standards Code (CGBC) requirements, initiated in 2010 and amended in 2011, 2012 and 2013.***

The consultant proposes to continue the SB 1374 construction project-tracking program while implementing the 2013 **CGBC** requirements through the following sub-tasks:

#### **1.1 Supplemental Form**

Design and Implement a new Supplemental form that will meet the requirements of the CGBC and SB 1374. The CGBD requires that the contractor or developer must submit a construction and demolition plan that recycles/salvages a minimum of 50% of the waste generated on-site prior to the commencement of construction activities. WST will closely with the Director of the planning department in the implementation and details of this form and report program.

#### **1.2 Job-Site Visits**

On monthly basis the consultant will perform site visits at construction and demolition projects in the City of Industry and or coordinate like information from the franchise hauler. Each general contractor from these projects will receive the City's new construction & demolition recycling outreach package along with copies of reporting forms and requirements. The consultant will aid the contractor/developer in the completion of all forms and reporting requirements.

#### **1.3 Monitoring**

The consultant will monitor active projects on a monthly basis while work with both the contractor and Valley Vista Services in the tonnage and reporting requirements of both SB 1374 and the CGBD.

#### **1.4 Tonnage Reporting**

In addition the consultant will work closely with CNC Engineering, Grand Central Recycling, and Valley Vista Services to confirm the accuracy of reported tonnage information; and

The above tasks and subtasks will ensure the City's compliance with the program implementation requirements of AB 939, SB 1374, the California Green Building Standards Code and provide the proper documentation for the bi-annual review and the electronic annual reporting (EAR) program.

## **Task 2.0 Commercial Recycling Permit Program & Use Permit Outreach**

The current recycler permit program constitutes a significant source of diversion for the City of Industry. In addition, this program brings in revenue to support City compliance efforts and additional diversion programs.

For the past number of years, the consultant has overseen the entire recycler/salvager permit program including permitting, monitoring, reporting, database management, and recycler audits. With the advent of AB 341 (Mandatory Commercial Recycling) the recycling and reporting program has transitioned from a voluntary program with minimal participation, to a mandatory program that requires citywide participation and reporting.

With the requirements of AB 341, coupled with the recent City Council action requiring generator registration and increased recycler reporting, WST proposes to implement an efficient reporting and monitoring program that will meet the requirements of AB 939 and AB 341, while substantially increasing community participation.

### **2.1 AB 341 & Use Permit Outreach (Enhanced Program)**

Assembly Bill 341 (AB 341) requires that all commercial generators that generate four (4) cubic yards of refuse per week or more, to implement onsite commercial recycling or have their waste processed through a permitted material recovery facility.

AB 341 puts the monitoring and program implementation under the local jurisdiction's control, requiring each municipality to implement mandatory programs and report these actions back to the State of California.

In May of 2014, the City of Industry City Council amended IMC 8.20 requiring all business entities to register as a generator and chose the recycling method they will enact in order to meet the requirements of AB 341.

WST proposes to prepare and distribute a two-page **information/outreach** brochure that will describe the current "AB 341 Mandatory Recycling Program" while soliciting the generators name and address, contact information, volume of waste generated per week and identify any and all commercial recycling programs. During this data collection activity, WST will cross reference all collected data with the City of Industry "Use Permit" database.

Over the years, prior to the issuance of a recycling permit, WST has been required to verify each generator's "Use Permit" through the "CitizenServe" database system. WST and the City of Industry Planning Department have discovered that a number of businesses have either A.) Not filed or completed the required Use Permit, or 2.) The information has been lost over the years and needs to be updated. In addition to the AB 341 handout and questionnaire, WST will include additional information as to the requirements of obtaining a Use Permit.

WST will augment the current Recycling/Collector database program to capture additional information on all generators, satisfying the requirements of AB 341, while cross-referencing the same generator information for the planning departments' Use Permit program.

WST will prepare the database utilizing records from three targeted information providers.

- 1.) Valley Vista Services
- 2.) Industry Manufactures Council
- 3.) City of Industry Planning Department Records

WST will create a master table database capturing generators/business name, address, contact persons, contact telephone numbers, weekly waste generation, use permit number, commercial recyclers, recycling commodities. All information will be utilized exclusively for the purposes identified in this proposal.

## **2.2 Generator Survey/Mailer & Site Visits (New Item)**

In order to meet the generator registration requirements of IMC 8.20, while at the same time validating the accuracy of certain database records. WST proposes a soft approach to gathering pending information.

60-days after completing the initial mailer, those generators that do not sufficiently respond with the requested information will receive a second mailer with clear direction to contact WST or the planning department in order to satisfy pending permit(s). Should the business fail to respond to the second letter, WST personnel will conduct a site visit to verify the business is indeed active and attempt to gather contact information for a direct point of contact.

WST personnel will always identify themselves as part of the City of Industry "Commercial Recycling and Technical Assistance Outreach Program". WST team members will attempt to solicit pending information from the generator by politely interviewing site personnel. If the site-personnel are not in the position to disclose certain information, WST personnel will gather contact information for an attempt at making an appointment for a later date.

All WST personnel will be dressed in business casual apparel with a collar shirt and carry identification presenting the person as an employee of Waste Systems Technology, Inc., contract consultant for the City of Industry.

All information will be documented per address and generator name. Should both all three attempts fail to secure the needed AB 341 and/or Use Permit information, WST will turn the file over to the City Investigator for further action.

WST anticipates that the initial outreach brochure will be sent to each business entity in the City. The on-site visit/survey outreach program is anticipated to include 35%-50% of the entire community, assuming 50%-65% of the survey data is attainable through the aforementioned records and mailer operations.

It is estimated that there is between 5,700 – 7,000 businesses within the City of Industry. For budget purposes, WST projects that over the first 12 months of this new outreach program, that **750 - 1,000** businesses will receive a site visitation for the purposes of ascertaining critical information for both the AB 341 and Use permit data collection.

### **2.3 Recycling Permitting (Ongoing Program)**

All recyclers/collectors have in the past been required to have on file a completed and approved permit application describing their proposed recycling operation by generator. In addition to the past requirements, each collector will also be required to submit the obligatory vehicle insurance certification and a list of all proposed equipment to be used for such activities.

Furthermore, WST staff will qualify each application according to the performance requirements and regulations stipulated IMC 8.20. Each collector will be given a copy of the ordinance and assisted in the implementation of their requirements.

WST will issue and document all collector permits, bin/container decals, generator data, vehicle inventory and required insurance certificates.

Any salvager operating outside of the prescribed permit program will be referred to the Code Enforcement Department.

### **2.4 Reporting (Ongoing Program)**

Each and every recycler will continue to be required to submit accurate and verifiable reports as stipulated in IMC 8.20. WST will prepare and mail-out all required monthly reports. Monthly reports will be verified for accuracy and all information contained therein will be gathered into a master database program. All tonnages, points of service (generators), commodities and processing locations will be recorded.

City of Industry personnel will collect all reports and fees. Copies of the payments and original reports shall be submitted to Waste Systems for processing. Waste Systems will not collect any funds for applications, reporting or bin licensing/stickers. All financial dealings will be handled by identified City of Industry appointed personnel.

WST will require all reports to have verifiable back-up documentation to substantiate the materials recovered. Verifiable documentation will consist of scale tickets, billing records, dump tickets, and any industry standard reporting document. All self-haulers will be required to present the same documentation as the recyclers. Any generator self-hauling will be required to identify the equipment being used and proof of ownership, additionally; self-haulers will be required to identify a point of final destination.

Waste Systems will reconcile all reports for accuracies so to safeguard against fraudulent reporting.

## **2.5 Database Management (Ongoing Program)**

All program information and data will be kept in a comprehensive database management program. WST will develop and manage a database that will record and document all recycler activities along with all generator information. These databases will allow each City of Industry recycler to be tracked by commodity and generator.

All database information including commodities, material handling, container size, bin ticket numbers and the generator salvager relationship will be available for review by city personnel within 24 hours of notice.

## **2.6 Recycler Audits (Ongoing Program)**

When necessary, WST will initiate and perform recycler audits when it discovers inconsistent reporting and/or fraudulent activities. Each audit will include, at a minimum, an on-site inspection of all back-up documentation supplied by the particular recycler for that particular reporting period. This Audit will also quantify all tonnages reported, point of generation, and a financial accounting of fees paid.

Any salvager found to be out of compliance or having misreported a number greater than 10% will be referred to the City Investigator for further review.

### ***Task 3.0 Project Management, City Meetings and Annual Reporting***

WST and the City of Industry staff will meet monthly to review all deliverables and program implementation results. WST will prepare an agenda and produce working documents of all programs currently being implemented.

Any and all program difficulties will be presented to staff for comments and suggestions. WST will present a report of hours allocated to each task to date. WST will review program costs, hourly budgets and proposed changes to the tasks pending.

WST will monitor and track all legislation and regulations that may impact the city or selected programs. All bills before the State Assembly, as well as the State Senate that pertain to solid waste will be reviewed and presented to the City Engineer. In the event proposed legislation would have any impact, either positive or negative, WSI will recommend appropriate actions to the City Engineer.

WST staff will prepare any and all annual reports for CalRecycle along with the form 303A/B for DTSC. WST staff will be in attendance during all bi-annual reviews and any local CalRecycle required meetings.

**EXHIBIT B**

**KEY PERSONNEL & COMPENSATION**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are: Jeff Duhamel.
2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: \$198,765.00.

**FEE SCHEDULE**

**(See attached Schedule)**

Exhibit B

**2014-2015 Cost Estimates**

WSI has developed a cost estimate that is based on the following breakdown of the tasks developed in this proposal.

**TABLE OF COSTS**

Task	Description	Principal Consultant	Project Consultant	Office/Site Admin.	
1.1	Supplemental Form	0	8	0	\$ 1,080.00
1.2	Job-Site Visits	0	60	0	\$ 8,100.00
1.3 - 1.4	Monitoring/Reporting	0	120	0	\$ 16,200.00
<b>Subtotal</b>		<b>0</b>	<b>188</b>	<b>0</b>	<b>\$ 25,380.00</b>
2.1	Combined Outreach	20	0	125	\$ 11,125.00
2.2	Mailer & Site-Visits	10	0	874	\$ 58,310.00
2.3 - 2.6	Permitting/Reporting	150	20	750	\$ 73,950.00
<b>Subtotal</b>		<b>180</b>	<b>20</b>	<b>1749</b>	<b>\$143,385.00</b>
3.0	Project Management	200	0	0	\$ 30,000.00
<b>Total</b>		<b>380</b>	<b>208</b>	<b>1749</b>	<b>\$198,765.00</b>

**III. Waste Systems 2014 Schedule of Charges**

	<b><u>Hourly Rate</u></b>
Principal	\$150.00
Project Consultant	\$135.00
Administration (Office/On Site)	\$ 65.00
Copies/Printing	Cost
Millage	\$1.00 Mile
Postage	Cost

***Cancellation Clause***

*The City may at any time, for any reason, with or without cause, suspend or terminate this agreement, or any portion hereof, by serving upon Waste Systems Technology, Inc. at least thirty (30) days prior written notice. Upon receipt of said notice, Waste Systems Technology, Inc. shall immediately cease all work under this agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this agreement such suspension or termination shall not void or invalidate the remainder of this agreement.*

*In the event this agreement is terminated pursuant to this section, the City shall pay to Waste Systems Technology, Inc. the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, Waste Systems Technology, Inc. will submit an invoice to the City pursuant to this proposal.*

**EXHIBIT C**  
**INSURANCE**

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

- B. **Commercial General Liability Insurance.** Commercial general liability insurance must have coverage at least as broad as Insurance Services Office (ISO) CGL Form No. CG 00 01 . The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.
- C. **Business Automobile Insurance.** Automobile insurance must have coverage at least as broad as ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles. If Consultant or Consultant's employees will use personal autos in connection with the provision of services under this Agreement, Consultant will provide evidence of personal auto liability coverage for each such person.
- D. **Professional Liability (Errors & Omissions) Insurance.** This coverage must be on a "claims made" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of Consultant's services. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Consultant must purchase extended period coverage for a minimum of three years after completion of services.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program. Consultant certifies that it is aware of the provisions of the California Labor Code, which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the Labor Code. Consultant certifies that it will comply with such provisions before commencing performance of services under this Agreement and thereafter maintain such coverage as required by the Labor Code.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the City, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- H. **Primary Insurance.** Each of the commercial general liability and business auto insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by City will be deemed excess to that of Consultant. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or current equivalent form acceptable to City.
- I. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City Attorney. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no termination or cancellation of the required coverage will be effective except upon 30 days' prior written notice to City. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance. In the event that Consultant's policies are materially changed, Consultant must provide the City with at least 30 days' prior written notice of the applicable changes.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to City.
- L. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Consultant, its subcontractors or others performing work to satisfy Consultant's obligations under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
- M. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against City, its officials, officers,

employees, agents and volunteers, and each insurer must issue a certificate to the City evidencing this waiver of subrogation rights.

- N. **Subcontractor Insurance.** Should the Consultant subcontract out any of the work or services required under this Agreement, it must include all subcontractors as insured's under its policies or maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Exhibit C. If this option is exercised, both City and Consultant must be named as additional insured under the subcontractor's general liability policy. All coverages for subcontractors will be subject to all the requirements of this Exhibit C. The City reserves the right to perform an insurance audit during the term of this Agreement to verify compliance with requirements.
- O. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- P. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to City in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- Q. **Higher Limits of Insurance.** If Consultant maintains higher limits of insurance than the minimums shown above, City will be entitled to coverage for the higher limits maintained by Consultant.
- R. **Evaluation and Revision of Coverage.** City retains the right to modify, delete, alter or change the insurance requirements set forth in this Exhibit C upon not less than 90 days prior written notice. If any such change results in a substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation under this Agreement.

*CITY COUNCIL*

ITEM NO. 6.3

# CITY OF INDUSTRY



**TO:** Honorable Mayor and Members of the City Council

**FROM:** Kevin Radecki, City Manager  
Gregory M. Murphy, Esq.

**SUBJECT:** APPROVAL OF REAL PROPERTY DISPOSITION

**DATE:** May 7, 2015

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## **SUMMARY**

The City has received an offer from Rockledge Equity, LLC, for the parcel of land located at 804 South Azusa Avenue in the City of Industry consisting of approximately 3.53 net acres, located within the E-Employment General Plan land use designation and the “M”-Industrial Zone (the “Site”). Before City-owned land may be sold, State law requires that City Council find that the disposition is “for the common benefit”.

## **DISCUSSION**

The land use designation for the Site is E-Employment and the zoning is M-Industrial. The transfer of the Site from the City to Rockledge Equity, LLC, will allow the development of the Site consistent with the land use designation and zoning, providing for the attraction of new business to a currently-undeveloped site, so as to bring new jobs and generate sales tax revenues to the City. In addition, the City will receive the appraised value of the net acreage of the Site, and Rockledge Equity, LLC, has agreed that the billboard currently occupying a portion of the Site will be removed and replaced on other City-owned land prior to the close of escrow. As required by Government Code 65402(a), the Planning Commission will consider on May 14, 2015 that the disposition of the land is consistent with the City’s General Plan.

## **FISCAL IMPACT**

The Site is proposed to be sold for \$3,850,000.00, which is the appraised value.

## **RECOMMENDATION**

It is recommended that the City Council find that the disposition of the Site is “for the common benefit” and approve the attached Purchase and Sale Agreement with Joint Escrow Instructions.

**Attachments:**

Attachment "A" – Purchase and Sale Agreement with Joint Escrow Instructions

**PURCHASE AND SALE AGREEMENT  
WITH JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement with Joint Escrow Instructions ("Agreement") is entered as of May 14, 2015 by and between the CITY OF INDUSTRY, a municipal corporation ("Seller") and ROCKLEDGE EQUITY, LLC, a Delaware limited liability company ("Purchaser"), who agree as follows:

**Section 1. Recitals.**

A. Seller is the owner of certain real property located in the City of Industry, County of Los Angeles, State of California, commonly known as 804 South Azusa Avenue, located at the intersection of Chestnut Street and Anaheim & Puente Road in the City of Industry, a substantial majority of which is more particularly described in attached Exhibit "A". The real property described in Exhibit "A" is referred to in this Agreement as the "Property".

B. Purchaser now desires to purchase the Property and Seller is willing to sell the Property on the terms and conditions set forth in this Agreement.

C. Seller and Purchaser recognize the presence of an outdoor advertising display structure ("Billboard") on the Property, and further recognize that the Billboard shall be removed by its owner prior to the Closing Date and relocated to a Seller-controlled site in the vicinity of the Property. Purchaser acknowledges and agrees that it has no right, title, or equity in the proceeds of the Billboard, that the presence of the Billboard on the Property was not a factor inducing Purchaser to enter into this Agreement, and that removal and relocation of the Billboard is consistent with Purchaser's objects and goals in entering into this Agreement.

**Section 2. Agreement to Sell and Purchase.**

Seller agrees to sell and Purchaser agrees to purchase the Property on and subject to the terms and conditions contained in this Agreement.

**Section 3. Purchase Price; Deposit.**

A. The total purchase price ("Purchase Price") for the Property is \$25.00 per net square feet or \$3,850,000.00, based on a Summary Appraisal Report prepared by The Duncan Appraisal Corporation, dated December 11, 2014 for comparable property located within the City of Industry.

B. Concurrently with the opening of Escrow (as defined in Section 4), Purchaser agrees to deliver to the Escrow Agent (as defined in Section 4) the amount of \$38,500.00 to be held by the Escrow Agent as earnest money (the "Deposit"). Upon the close of Escrow, the Deposit and any interest earned on the Deposit while held in Escrow is to be applied to the Purchase Price, and the Escrow Agent is to disburse the Deposit and such interest to Seller upon

the close of Escrow. Except as otherwise expressly provided in this Agreement, the Deposit is not refundable to Purchaser unless Seller fails to deliver title to the Property to Purchaser in breach of this Agreement.

#### **Section 4. Escrow.**

An escrow ("Escrow") shall be opened to consummate the sale of the Property according to the terms of this Agreement with Chicago Title Company, ("Escrow Agent"). The Escrow is to be opened within three (3) business days after the execution of this Agreement by the parties. A signed counterpart of this Agreement is to be delivered to the Escrow Agent and shall serve as escrow instructions, subject to the provisions of the Escrow Agent's standard conditions for acceptance of escrow, but only to the extent that the standard conditions impose no additional obligations or liabilities on the parties, and further subject to the terms and conditions in this Agreement, the latter to control in the case of conflict. Within five (5) business days after the opening of escrow, Seller agrees to provide Purchaser with copies of documents pertaining to the operation or maintenance of the Property, if any, in the possession of Seller, including licenses, permits, soils reports, surveys, engineer's reports, environmental reports, plans and specifications, certificates of occupancy, conditional use permits, development plans, contracts and other documents or studies ("Property Documents"). The Property Documents are provided for informational purposes only and without representation or warranty of any kind or nature regarding their significance, accuracy or completeness.

#### **Section 5. Closing Date.**

The conveyance of the Property to Purchaser and the close of Escrow are to take place no later than six (6) months after the date the Escrow is opened, or at such earlier or later time as shall be agreed upon in writing by Seller and Purchaser ("Closing Date"). Purchaser agrees that it shall not refuse to extend Escrow for a period of up to an additional six (6) months in order to allow Seller to secure the removal and relocation of the Billboard consistent with the intent of the parties to have that structure removed prior to the Closing Date.

#### **Section 6. Certain Conditions Precedent.**

A. Purchaser's obligation to perform under this Agreement and to complete the purchase contemplated herein is subject to the satisfaction, or express written waiver by Purchaser, of the following conditions:

- (1) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the close of Escrow;
- (2) Seller's performance of all obligations to be performed by Seller under this Agreement;

- (3) The Title Company (as defined in Section 7) being prepared to issue the Title Policy (as defined in Section 8A) on the close of Escrow, subject only to the Approved Exceptions (as defined in Section 8A);
- (4) Completion of a Phase I Environmental Assessment (prepared at Purchaser's expense if not already existing or current);
- (5) Purchaser's obtaining from the City of Industry the development and planning approvals required for the construction of a proposed 75,000 square foot 30' clear building with 5,000 square feet of office space designed to house the corporate office and warehouse facility for a future tenant, including review of said approvals for compliance with the California Environmental Quality Act; and
- (6) Completion of a Soils Report (prepared at Purchaser's expense if not already existing or current).

B. Seller's obligation to perform under this Agreement and to complete the sale contemplated herein is subject to the satisfaction, or express written waiver by Seller, of the following conditions:

- (1) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the close of Escrow; and
- (2) Purchaser's performance of all obligations to be performed by Purchaser under this Agreement.
- (3) Approval of this Agreement and the transactions contemplated hereby by the City Council of Seller.
- (4) Removal of the Billboard from the Property, which removal shall be at no cost to Purchaser.

#### **Section 7. Due Diligence - Title.**

Within five (5) business days following the opening of Escrow, Escrow Agent is to cause Chicago Title Company ("Title Company") to issue to Purchaser (with a copy to Seller), at Purchaser's sole cost an expense, a preliminary report for a CLTA (or at Purchaser's election, an ALTA) Standard Owner's Policy for the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report. Within thirty (30) days after receipt of the Preliminary Report, Purchaser shall give Seller notice in writing of Purchaser's approval of all matters contained in the Preliminary Report or of any objections which Purchaser may have to matters reported or shown in the Preliminary Report; provided, however, that Purchaser is not entitled to object to any matters affecting title which have been created by or with the consent of Purchaser or any liens or encumbrances arising from any work,

activities or things done, suffered or permitted by Purchaser on or about the Property, all such matters, liens and encumbrances being conclusively deemed to be Approved Exceptions (as defined in Section 8A). Purchaser and Seller agree that to the extent the presence of the Billboard is reflected in the Preliminary Report, Seller has already agreed to have the Billboard removed from the Property and the Billboard shall not be deemed to be an Approved Exception. Matters reported or shown in the Preliminary Report not timely objected to by Purchaser as provided above will be conclusively deemed to be Approved Exceptions; provided, however, that Seller agrees that it will discharge or otherwise satisfy, prior to the close of Escrow, all mortgages, deeds of trust, judgment liens, mechanic's liens, or other monetary liens created by Seller and secured by the Property. Seller has no obligation to cure or correct any matter objected to by Purchaser. However, no later than seven (7) days after receipt of Purchaser's objections, if any, Seller may elect by giving written notice to Purchaser (the "Cure Notice") to remove some or all of such objectionable matters. If Seller fails to timely deliver a Cure Notice, or if Seller delivers a Cure Notice stating that it will remove less than all of such objectionable matters, then on or prior to five (5) days following Purchaser's receipt of the Cure Notice, Purchaser may terminate this Agreement without penalty to Purchaser or waive its objections. Purchaser's failure to deliver such notice on or prior to five (5) days following Purchaser's receipt of the Cure Notice will be conclusively deemed to constitute Purchaser's waiver of its objections to any such objectionable matters which Seller has not so elected to cure. If Purchaser waives its objection as to any matter (or is deemed to have so waived such objection), then such matter will be conclusively deemed to be an Approved Title Exception. If Purchaser terminates this Agreement as provided in this Section, the Deposit together with all interest is to be returned to Purchaser, and Seller and Purchaser will be released from all further liability and obligation under this Agreement, except for those liabilities and obligations which have accrued prior to the date of termination. Upon any such termination, Seller and Purchaser will each pay one-half the amount of any escrow cancellation fees.

### **Section 8. Close of Escrow.**

A. Simultaneously with the close of Escrow, Escrow Agent is to cause the Title Company to issue a CLTA (or, if elected by Purchaser and available without the necessity of delaying the Closing Date, an ALTA) Standard Owner's Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price, subject only to the following matters ("Approved Exceptions"):

- (1) A lien for real property taxes, bonds, and assessments not then due; and
- (2) Matters approved by Purchaser or deemed to be Approved Exceptions in accordance with Section 7.

B. Seller will deposit with Escrow Agent on or prior to the close of Escrow the following documents:

- (1) A grant deed executed and acknowledged by Seller conveying to Purchaser good and marketable fee simple title to the Property in the form attached to this Agreement as Exhibit "B" ("Deed");
- (2) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and
- (3) Seller's affidavit as contemplated by the Revenue and Taxation Code §§ 18662 and 18668 ("Withholding Affidavit").

C. Purchaser will deposit with Escrow Agent, on or prior to the close of Escrow the following:

- (1) An amount in cash or immediately available funds which when combined with the amount of the Deposit (plus all interest earned on the Deposit while held in Escrow) equals the Purchase Price.

D. On the Closing Date, Escrow Agent is to close Escrow as follows:

- (1) Record the Deed (marked for return to Purchaser) with the Los Angeles County Recorder (which shall be deemed delivery to Purchaser);
- (2) Cause the Title Policy to be issued;
- (3) Prorate costs and other charges as provided in Section 8E;
- (4) Disburse to Seller the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller;
- (5) Charge Purchaser for those costs and expenses to be paid by Purchaser pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to Purchaser;
- (6) Prepare and deliver to both Purchaser and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow; and
- (7) Deliver to Purchaser the FIRPTA Affidavit and the Withholding Affidavit.

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent is to notify Purchaser and Seller and is to retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller.

E. Escrow Agent is to prorate the following costs at the close of Escrow:

- (1) Purchaser is to pay
  - a. All charges in connection with issuance of the Title Policy not required to be paid by Seller under Section 8E(2), and
  - b. One-half (1/2) of the escrow fee charged by Escrow Agent.
- (2) Seller is to pay
  - a. All governmental conveyancing fees and taxes due upon transfer of the Property,
  - b. The recording charges in connection with recordation of the Deed,
  - c. One-half (1/2) of the escrow fee charged by Escrow Agent, and
  - d. The portion of the premium for the Title Policy attributable to a CLTA Standard Owner's Policy of Title Insurance.

#### **Section 9. Liquidated Damages.**

IN THE EVENT THAT THIS TRANSACTION FAILS TO CLOSE THROUGH PURCHASER'S DEFAULT OR FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT, AND PROVIDED THAT SELLER IS NOT IN DEFAULT UNDER THIS AGREEMENT, THE FULL AMOUNT OF THE DEPOSIT SPECIFIED IN SECTION 3B ABOVE, TOGETHER WITH ALL ACCRUED INTEREST THEREON, SHALL BE DELIVERED FROM ESCROW BY THE ESCROW AGENT TO SELLER AS LIQUIDATED DAMAGES, WHICH SUM PURCHASER AND SELLER AGREE IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT REASONABLY COULD BE ANTICIPATED, SELLER'S ANTICIPATED USE OF THE PROCEEDS OF SALE AND THE FACT THAT PROOF OF ACTUAL DAMAGES WOULD BE IMPRACTICABLE. SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE REMEDY IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER; PROVIDED, HOWEVER, THAT THE PROVISIONS OF THIS SECTION SHALL NOT IN ANY WAY LIMIT OR AFFECT SELLER'S RIGHTS TO INDEMNIFICATION UNDER THIS AGREEMENT. IN ADDITION, IF PURCHASER DOES NOT PROMPTLY RELEASE OR JOIN IN INSTRUCTING ESCROW AGENT TO RELEASE SAID SUM TO SELLER, AND COOPERATE IN CANCELING THE ESCROW, THEN IN ADDITION TO SAID SUM SELLER SHALL ALSO BE ENTITLED TO RECOVER FROM PURCHASER (i) ALL OF ITS REASONABLE COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COSTS AND EXPENSES, INCURRED IN OBTAINING SUCH SUM AND IN OBTAINING THE CANCELLATION OF ESCROW, AND (ii) ANY AMOUNTS WHICH WOULD OTHERWISE REDUCE SUCH SUM AND TO

WHICH ESCROW AGENT IS ENTITLED IN CONNECTION THEREWITH, BY WAY OF INTERPLEADER OR OTHERWISE. IN PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND ITS UNDERSTANDING OF THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

SELLER INITIAL HERE: \_\_\_\_\_

PURCHASER INITIAL HERE: \_\_\_\_\_

**Section 10. Property Conditions -- Due Diligence and Acceptance of AS IS Conditions.**

A. **“AS IS” Condition.** Except for any representations, warranties, and covenants expressly stated by the Seller to the Purchaser in this Agreement, Purchaser agrees that it is purchasing the Property in an “AS IS” condition as of the close of Escrow. Purchaser agrees that as of the close of Escrow, it will have completed its own independent investigation of the existing physical and economic conditions affecting the Property and its use, including, but not limited to, the physical configuration of the Property, any trees, stumps, brush, or other vegetation on the Property, the condition of its soils, the presence or impact of any geologic or hydrologic features and faults, the nature of its lateral and subjacent support, the presence of Hazardous Substances, waste, garbage, rubbish, or refuse on, in, under, or adjacent to the Property, the location of the Property within any flood plain or high risk fire area, the location of public utilities and public improvements on, in, under, or over the Property, the presence, soundness, and habitability of any structures, fixtures, or improvements on or in the Property, the existence of any faults or defects (whether known or unknown, patent or latent), the economic and legal suitability of the Property for the intended use, all market conditions that may affect development and use of the Property, and all actions, orders, and judgments affecting the Property, (collectively, the “Property Conditions”) and either accepted or disapproved of the Property Conditions. Purchaser and Seller agree that the presence of the Billboard is not a Property Condition, as Seller has already agreed to have the Billboard removed from the Property.

B. **Investigation of Property Conditions.** Within five (5) business days following the opening of Escrow, Seller shall deliver to Purchaser true, correct, and complete copies of all reports, studies, or other documents concerning the Property Conditions including, but not limited to, the Property Documents described in Section 4, all applicable information relating to Hazardous Substances on, in, or under the Property and any current leases, contracts, licenses, profits, permits, or other documents which affect title, possession, or use of the Property, which Seller has in its possession, custody, or control, along with any other information in Seller’s possession or control reasonably requested by Purchaser regarding the Property. Purchaser shall undertake and complete its own independent investigation of the Property Conditions on or before the ninetieth (90th) business day following the opening of Escrow (the “Due Diligence Date.”) As part of its investigation, Purchaser may, at its sole cost and expense, and in its sole and absolute discretion, obtain a Phase I ESA, or other such studies, reports, or investigations as it deems necessary. On or before the Due Diligence Date, Purchaser shall notify Seller in writing

("Purchaser's Property Condition Notice") of Purchaser's approval or disapproval, in Purchaser's sole and absolute discretion, of the Property Conditions. In the event Purchaser has specifically disapproved any Property Conditions, Purchaser's Property Condition Notice shall include either a request that Seller immediately commence actions to remedy and correct the disapproved Property Conditions or that Purchaser elects to cancel the escrow and terminate the Agreement. Seller has no obligation to cure or correct any matter objected to by Purchaser. However, no later than seven (7) days after receipt of Purchaser's Property Condition Notice, Seller may elect, by delivering a written Cure Notice to Purchaser, to remove some or all of such objectionable matters. If Seller fails to timely deliver a Cure Notice, or if Seller delivers a Cure Notice stating that it will remove less than all of such objectionable matters, then on or prior to five (5) days following Purchaser's receipt of the Cure Notice, Purchaser may terminate this Agreement without penalty to Purchaser or waive its objections. Purchaser's failure to deliver such notice on or prior to five (5) days following Purchaser's receipt of the Cure Notice will be conclusively deemed to constitute Purchaser's waiver of its objections to any such objectionable matters which Seller has not so elected to cure. If Purchaser waives its objection as to any matter (or is deemed to have so waived such objection), then such matter will be conclusively deemed to be approved by Purchaser. If Purchaser terminates this Agreement as provided in this Section, the Deposit together with all interest is to be returned to Purchaser, and Seller and Purchaser will be released from all further liability and obligation under this Agreement, except for those liabilities and obligations which have accrued prior to the date of termination. Upon any such termination, Seller and Purchaser will each pay one-half the amount of any escrow cancellation fees.

C. **Right of Entry.** Subject to the conditions hereafter stated, Seller grants to Purchaser and its employees, agents, and consultants, a right to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations, a Phase I ESA, or other studies reasonably necessary to evaluate the Property Conditions, which studies, surveys, investigations, and tests shall be done at Purchaser's sole cost and expense. Purchaser shall indemnify, defend, and hold Seller harmless from and against any claims, injuries, or damages arising out of or in connection with the entry and work performed in this Section.

D. Purchaser hereby expressly acknowledges and agrees that (a) it has the opportunity by and through this Section 10 to thoroughly inspect and examine the Property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate and make an informed decision regarding the purchase of the Property and (b) Purchaser will rely solely upon such familiarity with and inspection, examination and evaluation of the Property in purchasing the Property. Purchaser acknowledges and agrees that it will acquire and accept the Property in its "**AS-IS AND WITH ALL FAULTS CONDITION**," including, without limitation, any faults and conditions specifically referenced in this Agreement. No person acting on behalf of Seller is authorized to make (and by execution of this Agreement, Purchaser acknowledges and agrees that, except as specifically provided in this Agreement, Seller has not made, does not make and specifically negates and disclaims) any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to:

- (1) The value of the Property or the income to be derived from the Property;

- (2) The suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, including any development of the Property;
- (3) The nature, quality or condition of the Property, including without limitation, its state of repair, soils, drainage and geology;
- (4) The compliance of or by the Property with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements;
- (5) The presence or absence of Hazardous Substances (as defined below) at, on, under, or adjacent to the Property;
- (6) The content, completeness or accuracy of the Preliminary Report and any information or other materials which may have been provided to Purchaser by Seller;
- (7) The existence or non-existence of vested land use, zoning or building entitlements affecting the Property; or
- (8) Any other matter concerning the Property except as may be otherwise expressly stated in this Agreement, including, without limitation, any and all such matters referenced, discussed or disclosed in any documents delivered by Seller to Purchaser, in any public records of any governmental agency or entity or utility company, or in any other documents available to Purchaser.

B. Effective as of the Closing Date, Purchaser waives, releases, acquits and forever discharges Seller and its officials, officers, employees, agents, attorneys, and any other person acting on behalf of Seller, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever (including without limitation attorneys' fees and costs), direct or indirect, known or unknown, foreseeable or unforeseeable, which Purchaser now has or which may arise in the future on account of or in any way relating to or connected with any zoning or land use regulations or laws or any other laws, rules or regulations of any governmental entities or instrumentalities applicable to the Property, the value, condition, status, or quality of the Property, and the presence in or on the Property, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Substances. Purchaser agrees to protect, defend, indemnify and hold Seller and its officials, officers, employees, agents, attorneys, and any other person acting on behalf of Seller, and their respective heirs, successors and assigns, free and harmless from and against any and all losses, actual or consequential damages whether foreseeable or not, punitive damages, fines, penalties,

liabilities, costs (including costs of clean-up or other remediation and required studies), interest, attorney's fees (including such fees and expenses incurred in enforcing this indemnity), suits, causes of action, legal or administrative proceedings, demands, or claims (including, without limitation, claims for personal injury) made, threatened or asserted by any person, party or governmental entity or agency by reason of or in any way connected with the presence in or on the Property, or under the surface of the Property, of any Hazardous Substance. By initialing below, Purchaser acknowledges that it is aware of, has read, has had explained to it by its attorneys, and understands and expressly waives any and all rights it has or may have under the provisions of California Civil Code § 1542, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Purchaser's Initials: \_\_\_\_\_

C. To the maximum extent permitted by law, the sale of the Property as provided for herein is made on an **“AS IS”** condition and basis, **“WITH ALL FAULTS,”** and Seller has no obligation to make repairs, replacements or improvements except as may otherwise be expressly stated in this Agreement.

D. As used in this Agreement, “Hazardous Substances” means all substances, materials, and wastes that are or become regulated or classified as "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "pollutants," "contaminants" or other similar terms under any federal, state, or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements; and any petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, material or substance designated as a hazardous substance pursuant to 33 USC § 1321 or listed pursuant to 33 USC § 1317, any flammable explosive, or and radioactive material.

### **Section 11. Authority of Parties.**

A. Seller represents and warrants that this Agreement:

- (1) Has been duly authorized, executed, and delivered by Seller;
- (2) Is the valid and binding obligation of Seller in accordance with its terms;
- (3) Does not violate the provisions of any agreement or instrument, or any judgment, order or decree, to which Seller is a party or by which Seller or the Property is bound;

- (4) Except as disclosed or referenced in the Property Documents delivered to Purchaser by Seller, to Seller's knowledge (i) no actions, suits or proceedings are pending before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize the same, and (ii) Seller has received no notice that any condition of the Property violates applicable laws, rules, regulations covenants, conditions or restrictions or of any unfulfilled order or directive of any applicable governmental agency requiring investigation, remediation, repair or maintenance or improvement to be performed on the Property;
- (5) To Seller's knowledge, no persons shall have any right of possession to the Property or any part thereof other than Purchaser and persons or entities claiming under or through Purchaser.

B. Purchaser represents and warrants that this Agreement:

- (1) Has been duly authorized, executed, and delivered by Purchaser;
- (2) Is the valid and binding obligation of Purchaser in accordance with its terms; and
- (3) Does not violate the provisions of any agreement or instrument, or any judgment, order or decree, to which Purchaser is a party or by which Purchaser is bound.

C. Each party warrants and represents to the other that the persons executing this Agreement on its behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be its valid and binding obligation, enforceable against it in accordance with its terms.

## **Section 12. Brokers.**

Purchaser agrees to pay all sales commissions due to DAUM Commercial Real Estate ("Broker") in connection with this transaction pursuant to the terms of a separate agreement between Purchaser and Broker. Purchaser agrees to defend, indemnify, protect and hold harmless the Seller and its officials, officers, employees, agents, attorneys, and any other person acting on behalf of Seller, from any claims, expenses, costs, or liabilities arising in connection with a breach of Purchaser's representations, warranties, or covenants under this Agreement.

### **Section 13. Assignment.**

Purchaser may not assign this Agreement without Seller's prior written consent. No assignment by Purchaser shall release Purchaser from any of its liabilities and obligations under this Agreement.

### **Section 14. Attorney Fees.**

If litigation is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

### **Section 15. Notices.**

All approvals, notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, delivered by overnight commercial carrier, sent by certified mail, postage prepaid, return receipt requested, or delivered or sent by telecopy and shall be deemed effective upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person set forth below; (ii) if delivered by overnight commercial carrier, one (1) business day following the receipt of such communication by such carrier from the sender, as shown on the sender's delivery receipt from such carrier; (iii) if mailed, on the date of delivery as shown by the sender's certification receipt; or (iv) if given by telecopy, upon electronic confirmation of receipt. Any approval, notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours of such sending by letter mailed or delivered in accordance with the foregoing in order to be deemed effective.

Notice of change of address shall be given by written notice in the manner detailed in this Section. The addresses of the Parties are:

To Seller:

City of Industry  
15625 East Stafford Street #100  
City of Industry, California 91744  
Attention: City Manager  
Fax No.: 626-961-6795

With a copy to:

Burke, Williams & Sorensen, LLP  
444 South Flower Street, Suite 2400  
Los Angeles, California 90071  
Attention: Michele R. Vadon, Esq.  
Fax No.: 213-236-2700

To Purchaser:

Rockledge Equity, LLC  
2681 Saturn Street  
Brea, California 92821  
Attn.: Desmond Donnellan  
Fax No.: 714-528-4178

### **Section 16. Entire Agreement.**

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings (whether written or oral) of the parties. This Agreement may not be modified in any manner except by an instrument in writing executed by the duly authorized representatives of the parties or of their respective successors in interest.

### **Section 17. Severability.**

If any term or provision of this Agreement is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

### **Section 18. Waivers.**

Any waiver of a breach of any covenant or condition in this Agreement shall not be deemed a waiver of any other covenant or condition in this Agreement, and no waiver shall be valid unless in writing and executed by the duly authorized representative of the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

### **Section 19. Construction.**

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits attached or referred to in this Agreement are a part of this Agreement and incorporated into it by this reference.

### **Section 20. Merger.**

All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the close of Escrow and shall not be merged in the Deed or other documents.

### **Section 21. Counterparts.**

This Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument. Signature and acknowledgment pages of this Agreement may be detached from any counterpart and re-attached to any other counterpart of this Agreement which is identical in form hereto but having attached to it one or more additional signature and acknowledgment pages.

### **Section 22. Time of the Essence.**

Time is of the essence in this Agreement.

### **Section 23. Successors.**

Subject to Section 13, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

### **Section 24. Governing Law.**

This Agreement shall be governed and construed in accordance with the internal laws of the State of California without regard to principles of conflict of laws.

**Section 25. Independent Advice of Counsel.**

The parties hereto and each of them, represent and declare that in executing this Agreement they relied solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them. The parties hereto, and each of them, further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

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

“SELLER”

“PURCHASER”

CITY OF INDUSTRY, a California  
municipal corporation

ROCKLEDGE EQUITY, LLC,  
a California limited liability company

\_\_\_\_\_  
Tim Spohn, Mayor

By: \_\_\_\_\_  
Desmond Donnellan  
Managing Member

**Attest:**

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

**Approved As To Form:**

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Michele R. Vadon, City Attorney

**EXHIBIT "A"**

Legal Description of Property

[TO COME]

**EXHIBIT "B"**

Form of Grant Deed

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Rockledge Equity, LLC  
2681 Saturn Street  
Brea, California 92821  
Attn.: Desmond Donnellan

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(Above Space for Recorder's Use Only)

**GRANT DEED**

For a valuable consideration, receipt of which is hereby acknowledged, the CITY OF INDUSTRY, a California municipal corporation ("Grantor"), hereby grants to ROCKLEDGE EQUITY, LLC, a California limited liability company ("Grantee"), the real property in Los Angeles County, State of California, and described in Exhibit 1 attached hereto and made a part hereof.

This conveyance is subject to non-delinquent taxes and assessments, and all matters of record and off-record affecting the Property, including without limitation matters which could be ascertained by an inspection or survey of the Property.

DATED: \_\_\_\_\_, 2015

CITY OF INDUSTRY, a California  
municipal corporation

By: \_\_\_\_\_  
Tim Spohn, Mayor

**Attest:**

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk



EXHIBIT 1

Legal Description

[TO COME]

*CITY COUNCIL*

ITEM NO. 6.4

**MEMORANDUM**

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**To: Mayor and Members of the City Council**

**From: Dean Yamagata, Contracted Finance Manager**

**Date: May 14, 2015**

**Subject: Participation in the California Employers' Retiree Benefit Trust (CERBT) Program and Prefunding of Accrued Liability for Post-Retirement Health and Dental Benefits For Retirees and their Beneficiaries**

The City of Industry provides post-retirement health and dental care benefits for retirees and their beneficiaries under a single-employer Other Post Employment Benefit ("OPEB") plan. The City is self-insured and pays 100% of all health and dental care benefits. Employees who were hired after April 26, 1990 are provided with a different level of coverage per Resolution No. 1478, which provides 100% coverage after twenty-five years of service. Employees hired prior to April 26, 1990 receive 100% coverage after ten years of service.

The City currently funds the OPEB benefits on a pay-as-you-go basis. As of June 30, 2014, there were eighteen individuals receiving post-retirement benefits from the City. For the year ended June 30, 2014, the City and its component units paid \$354,097 in benefits for these individuals.

Government Accounting Standards Board (GASB) Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, requires government agencies to account for other post-employment benefits, primarily healthcare, on an accrual basis rather than on a pay-as-you-go basis. In order to comply with this accounting standard the City has engaged Total Compensation Systems, Inc. ("TCS") to analyze the liabilities associated with the OPEB plan.

As of September 1, 2014, TCS has computed the unfunded actuarial accrued liability to be \$13,416,543. Actuarial valuations are based on estimates that are likely to change over time. Projections of benefits are based on the nature of benefits provided under the plan at the time of the actuarial valuation and the pattern of cost sharing between the employer and plan members to that point. Actuarial calculations are long-term in nature, and techniques are used to reduce the short-term volatility of actuarial accrued liabilities and the actuarial valuation of assets.

In order to help ensure that there are sufficient funds available to fund the OPEB benefits to be provided for in the future, the City could join the CalPERS administered California Employers' Retiree Benefit Trust (CERBT) program and prefund up to 100% of the City's actuarial unfunded liability through June 30, 2015 not to exceed \$13,500,000.

This money will be held in a trust and will be invested through the CERBT program and these earnings will help the City to finance the future costs of providing the OPEB benefits. The CERBT offers three diversified asset allocation strategies to employers.

These strategies invest in five common asset classes:

- Global Equity
- Global Public Real Estate
- U.S. Inflation-Linked Bonds
- U.S. Nominal Bonds
- Commodities

Each strategy offers a distinctly different long term expected return and return volatility. These strategies rely on the same underlying set of asset classes. Strategy 1 has the highest long term expected rate of return/return volatility. Strategy 3 has the lowest long term expected rate of return/return volatility. Employers can choose the strategy that best matches the characteristics of their plan and their risk preference.

	<b>Strategy 1</b>	<b>Strategy 2</b>	<b>Strategy 3</b>
<b>Expected Return Rate</b>	7.28%	6.73%	6.12%
<b>Standard Deviation of Expected Return</b>	11.74%	9.32%	7.14%

Approximately 85% of the total funds invested in the CERBT program is invested in Strategy 1.

The advantages of participation in the CERBT program and prefunding the City's actuarial accrued liability include: earnings on assets to reduce employer contributions; investment return assumptions, known as discount rate assumptions, that will be higher, making the annual required contribution and unfunded liability lower; preventing the net OPEB obligation from becoming a significant liability on the City's balance sheet; enhancing the City's credit rating; and enhancing the financial security of City retirees and their beneficiaries.

In order to participate in the CERBT program, the City needs to submit the documentation outlined in the proposed resolution to CalPERS for its review and approval.

### **Recommendation**

Staff recommends that the Council adopt Resolution No. CC 2015-08, authorizing participation in the CERBT program and the prefunding of the City's current actuarial accrued liability.



[Employer Information](#) > [GASB 45 & California Employers' Retiree Benefit Trust Fund](#) > [Overview](#)

## Overview

The California Employers' Retiree Benefit Trust (CERBT) Fund is a Section 115 Trust - set up for the purpose of receiving employer contributions that will prefund health and other post-employment benefit costs for retirees and their beneficiaries. By joining this trust fund, California public employers can help finance future costs in large part from the investment earnings provided by CalPERS. Just as earnings from invested retirement contributions cover \$3 of every \$4 spent in pension benefits, this trust is expected to generate significant revenues to apply toward OPEB obligations.

## Information for Non-PEMHCA Agencies

AB 554 (Hernandez) has been signed into law by the Governor. Effective January 1, 2008, all California public employers can join the California Employers' Retiree Benefit Trust (CERBT) to prefund OPEB obligations:

- Local government employers can participate in the fund even if they are not currently affiliated with CalPERS.
- The requirement to contract for health benefits through CalPERS has been dropped.

## Why Prefund?

- Prefunding enables you to make actuarially determined periodic contributions to partially or completely fund your future obligations.
- Earnings on assets reduce employer contributions.
- Investment return assumptions, known as discount rate assumptions, will be higher, making the annual required contribution and unfunded liability lower.
- May prevent your net OPEB obligation from becoming a significant liability on your balance sheet
- Can contribute to a positive credit rating
- Enhances financial security for retirees.

## Have questions?

[Email us](#) or call the Customer Contact Center at **888 CalPERS** (or **888-225-7377**).

## Additional Resources

[CERBT Participating Agencies](#)

[FAQs - California Employers' Retiree Benefit Trust Fund](#)

Dated: 02-14-2012



[Employer Information](#) > [GASB 45 & California Employers' Retiree Benefit Trust Fund](#) > **Benefits of Investing with California Employers' Retiree Trust (CERBT) Fund**

## Benefits of Investing with California Employers' Retiree Trust (CERBT) Fund

CalPERS has managed public agency retirement benefit trusts for nearly 80 years. These benefit trusts provide pre-funding of pension, health, OPEB, long term care, and supplemental income benefits.

The purpose of the CERBT OPEB trust is to return the expected long term investment return consistent with a given level of investment risk, and with plan requirements, at the lowest possible cost. In order to achieve that purpose, the CERBT program pursues three objectives:

1. Excellent investment management.
2. Straightforward administrative procedures.
3. Low cost for services provided.

As a CalPERS program, the CERBT is exceptionally well qualified to achieve these objectives. CalPERS maintains a large expert internal investment staff, supplemented by internationally renowned external investment consultants, to develop and to execute appropriate investment strategies in a structured manner.

The investment management process begins with rigorous construction of asset classes and investment strategies. CalPERS internal investment staff execute the strategies in a disciplined manner. Then, independent internal and external reviewers examine investment management performance and results, and report their observations to the CalPERS Board.

In addition to providing excellent investment management, the low cost of the CERBT program will yield higher long term net investment returns. The CERBT program administrative processes are simple by design. Simple administrative procedures promote low service cost.

The CERBT offers three diversified asset allocation strategies to employers. These strategies invest in five common asset classes:

- Global Equity
- Global Public Real Estate
- U.S. Inflation-Linked Bonds
- U.S. Nominal Bonds
- Commodities

Each strategy offers a distinctly different long term expected return and return volatility. These strategies rely on the same underlying set of asset classes. Strategy 1 has the highest long term expected rate of return/return volatility. Strategy 3 has the lowest long term expected rate of return/return volatility. Employers can choose the strategy that best matches the characteristics of their plan and their risk preference.

	Strategy 1	Strategy 2	Strategy 3
<b>Expected Return Rate</b>	7.28%	6.73%	6.12%
<b>Standard Deviation of Expected Return</b>	11.74%	9.32%	7.14%

The CERBT program received its first employer contribution in June 2007. Immediately upon launch the CERBT was identified by employers as their preferred choice. More than 400 California public employers have chosen the CERBT as their OPEB trust fund.

The CERBT charges employers a single fee rate to cover all program costs.

At the beginning of each fiscal year, the program budget is determined. At the same time, we project an expected average annual asset balance for the trust fund. By dividing the program budget by the average annual asset balance, we derive an average annual basis point charge rate.

This basis point charge rate is applied daily to the asset balance of each employer. Each day the investment return (positive or negative), and disbursements or contributions, are added to the employer's ending asset balance of the previous day. Then a daily basis point charge rate is applied to the employer account. The employer account ending balance of the day equals the sum of previous day ending balance plus investment return, disbursements and contributions, minus the daily basis point charge.

The fee rate is a function of both the fund operating costs and of the average asset balance of the fund. The fee rate is likely to vary over time, and may be higher or lower in the future. The CERBT is a state trust fund program and retains no profit from the CERBT program. Please [email us](#) to learn the current fee rate.

The following activities are covered by the annual fee rate described above:

- Start-up, transfer of assets, termination.
- Ongoing administration, compliance, legal service, record keeping, reporting, trustee/custodial services, investment management.

The CERBT has no revenue sharing agreements, surrender/withdrawal/deferred sales charges, investment performance charges, or minimum fee requirement.

## Additional Resources

[Relevant CalPERS Board Agenda Items](#)

[Informational Letter to CERBT Employers and Consulting Actuaries](#) (PDF)

[Statement of Investment Policy](#) (PDF)

Dated: 11-14-2014

# California Employers' Retiree Benefit Trust (CERBT) CERBT Strategy 1



March 31, 2015

## Objective

The objective of the CERBT Strategy 1 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

## Strategy

The CERBT Strategy 1 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 2 and Strategy 3, this portfolio consists of a higher percentage of equities than bonds and other assets. Historically, equities have displayed greater price volatility and therefore this portfolio may experience greater fluctuation of value. Employers that seek higher investment returns, and are able to accept greater risk and tolerate more fluctuation in returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

## Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

**\$4,351,694,537.**

## Composition

### Asset Class Allocations and Benchmarks

The CERBT Strategy 1 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation <sup>1</sup>	Target Range	Benchmark
Global Equity	57%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	27%	±2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	5%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

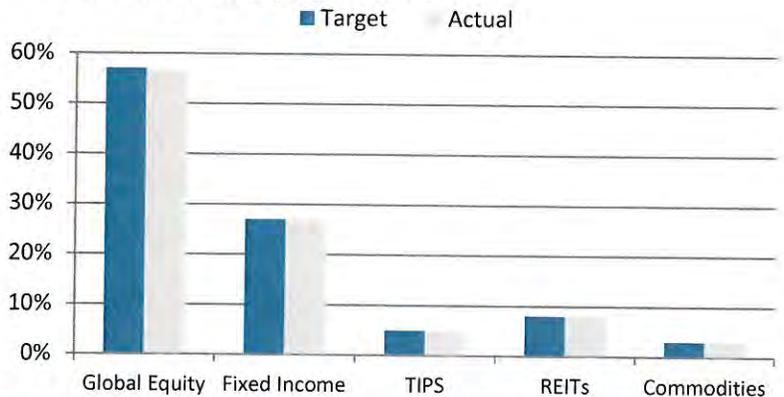
<sup>1</sup> Allocations approved by the Board at the October 2014 Investment Committee meeting

## Portfolio Benchmark

The CERBT Strategy 1 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

## Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



## CERBT Strategy 1 Performance as of March 31, 2015

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (June 1, 2007)
Returns before expenses <sup>1</sup>	-0.75%	2.46%	0.82%	5.66%	9.20%	9.02%	4.45%
Benchmark returns	-0.90%	2.38%	0.50%	5.27%	8.92%	8.95%	4.00%

\*Returns for periods greater than one year are annualized.

<sup>1</sup> See the Expense section of this document.

March 31, 2015

**General Information**

**Information Accessibility**

The CERBT Strategy 1 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: [www.calpers.ca.gov](http://www.calpers.ca.gov).

**Portfolio Manager Information**

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

**Custodian and Record Keeper**

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

**Expenses**

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

**What Employers Own**

Each employer choosing CERBT Strategy 1 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

**Price**

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

**Principal Risks of the Portfolio**

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at [www.calpers.ca.gov](http://www.calpers.ca.gov).

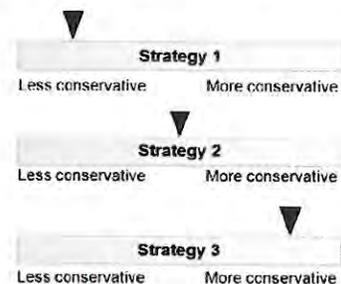
**Fund Performance**

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit [www.calpers.ca.gov](http://www.calpers.ca.gov) and follow the links to California Employer Retirees' Benefit Trust.

**CERBT Strategy Risk Levels**

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



March 31, 2015

**Objective**

The objective of the CERBT Strategy 2 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

**Strategy**

The CERBT Strategy 2 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 3, this portfolio consists of a moderate allocation of equities, bonds, and other assets. Historically, equities have displayed greater price volatility and therefore, this portfolio may experience comparatively less fluctuation of value compared to CERBT Strategy 1 but more fluctuation of value compared to CERBT Strategy 3. Employers that seek a moderate approach to investing may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

**Assets Under Management**

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

**\$4,351,694,537.**

**Composition**

**Asset Class Allocations and Benchmarks**

The CERBT Strategy 2 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation <sup>1</sup>	Target Range	Benchmark
Global Equity	40%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	10%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

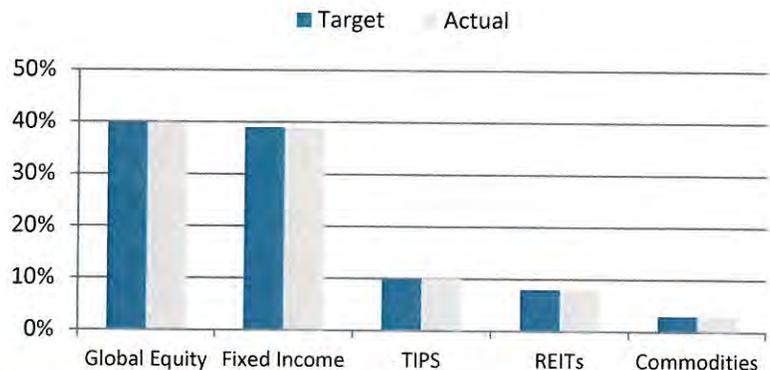
<sup>1</sup> Allocations approved by the Board at the October 2014 Investment Committee meeting

**Portfolio Benchmark**

The CERBT Strategy 2 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

**Target vs. Actual Asset Class Allocations**

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



CERBT Strategy 2 Performance as of March 31, 2015							
	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (October 1, 2011)
Returns before expenses <sup>1</sup>	-0.50%	2.41%	1.20%	5.87%	7.89%	-	10.34%
Benchmark returns	-0.64%	2.31%	0.94%	5.55%	7.58%	-	10.13%

\*Returns for periods greater than one year are annualized.

<sup>1</sup> See the Expense section of this document.

# California Employers' Retiree Benefit Trust (CERBT) CERBT Strategy 2



March 31, 2015

## General Information

### Information Accessibility

The CERBT Strategy 1 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: [www.calpers.ca.gov](http://www.calpers.ca.gov).

### Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

### Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

### Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

## What Employers Own

Each employer choosing CERBT Strategy 2 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

## Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

## Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at [www.calpers.ca.gov](http://www.calpers.ca.gov).

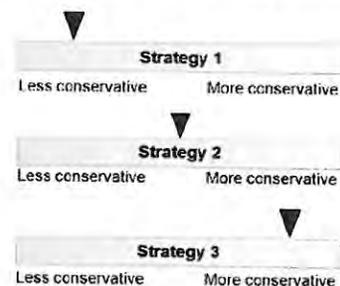
## Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit [www.calpers.ca.gov](http://www.calpers.ca.gov) and follow the links to California Employer Retirees' Benefit Trust.

## CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



# California Employers' Retiree Benefit Trust (CERBT) CERBT Strategy 3



March 31, 2015

## Objective

The objective of the CERBT Strategy 3 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

## Strategy

The CERBT Strategy 3 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 2, this portfolio consists of a lower percentage of equities than bonds, and other assets. Historically, funds with a lower percentage of equities have displayed less price volatility and therefore, this portfolio may experience less fluctuation of value. Employers that seek greater stability of value, in exchange for possible lower investment returns, may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

## Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was

**\$4,351,694,537.**

## Composition

### Asset Class Allocations and Benchmarks

The CERBT Strategy 3 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation <sup>1</sup>	Target Range	Benchmark
Global Equity	24%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Barclays Capital Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	26%	± 2%	Barclays Capital Global: US TIPS Index
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

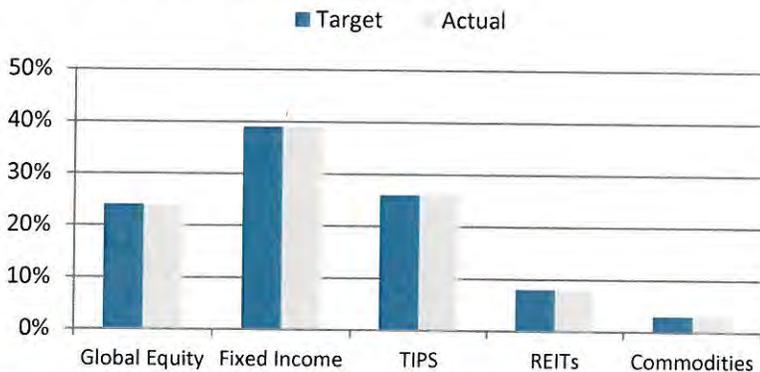
<sup>1</sup> Allocations approved by the Board at the October 2014 Investment Committee meeting

### Portfolio Benchmark

The CERBT Strategy 3 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

### Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



## CERBT Strategy 3 Performance as of March 31, 2015

	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* January 1, 2012)
Returns before expenses <sup>1</sup>	-0.34%	2.23%	1.81%	6.25%	6.60%	-	7.61%
Benchmark returns	-0.51%	2.10%	1.37%	5.77%	6.20%	-	7.25%

\*Returns for periods greater than one year are annualized.

<sup>1</sup> See the Expense section of this document.

March 31, 2015

**General Information**

**Information Accessibility**

The CERBT Strategy 3 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: [www.calpers.ca.gov](http://www.calpers.ca.gov).

**Portfolio Manager Information**

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSgA) manages the global equity and real estate investment trust assets.

**Custodian and Record Keeper**

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

**Expenses**

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSgA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

**What Employers Own**

Each employer choosing CERBT Strategy 3 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

**Price**

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

**Principal Risks of the Portfolio**

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at [www.calpers.ca.gov](http://www.calpers.ca.gov).

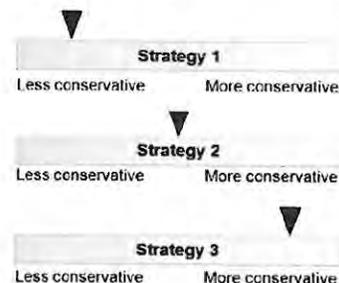
**Fund Performance**

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit [www.calpers.ca.gov](http://www.calpers.ca.gov) and follow the links to California Employer Retirees' Benefit Trust.

**CERBT Strategy Risk Levels**

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



## RESOLUTION NO. CC 2015-08

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING PARTICIPATION IN THE CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT) AND FURTHER AUTHORIZING THE PREFUNDING OF ACTUARIAL ACCRUED HEALTH AND OTHER BENEFIT COSTS

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

**Section 1. Findings.** The City Council finds as follows:

- A. The City of Industry provides post-retirement health and dental care benefits for retirees and their beneficiaries after specified years of service under a single-employer Other Post Employment Benefit ("OPEB") plan.
- B. The City is self-insured and pays 100% of all such health and dental care benefits.
- C. The City currently funds the OPEB benefits on a pay-as-you-go basis. For the fiscal year ending June 30, 2014, the City and its component units paid \$354,097 in OPEB benefits to City retirees and their beneficiaries.
- D. Government Accounting Standards Board (GASB) Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, requires government agencies to account for other post-employment benefits such as healthcare on an accrual basis rather than on a pay-as-you-go basis.
- E. The City has engaged Total Compensation Systems, Inc. ("TCS") to analyze the actuarial liabilities associated with the City's OPEB plan.
- F. As of September 1, 2014, TCS has computed the City's unfunded actuarial accrued liability for the OPEB plan to be \$13,416,543.
- G. The California Employers' Retiree Benefit Trust (CERBT) Fund – administered by CalPERS - is set up for the purpose of receiving employer contributions that will prefund health and other post-employment benefit costs for retirees and their beneficiaries. By joining this trust fund, California public employers can help finance future costs in large part from the investment earnings provided by CalPERS.
- H. The CERBT program allows for prefunding, which enables public agencies to make actuarially determined periodic contributions to partially or completely fund future obligations. The advantages of such prefunding include: earnings on assets to reduce employer contributions; investment return assumptions, known as discount rate assumptions, that will be higher, making the annual required

contribution and unfunded liability lower; preventing the net OPEB obligation from becoming a significant liability on the City's balance sheet; enhancing the City's credit rating; and enhancing the financial security of City retirees and their beneficiaries.

- I. In light of the many benefits provided under the CERBT program, the City Council desires to authorize all actions necessary for the City to participate in the CERBT program, including the prefunding of actuarial accrued liability as provided in this resolution.

**Section 2. Authorization to Participate in CERBT Program.** The City Council hereby authorizes and directs the Mayor, City Manager, City Attorney, Contract Finance Manager and such other officers, employees or agents of the City as may be required to take or cause to be taken all actions and execute or cause to be executed all documents necessary for the City to participate in the CERBT trust fund program, including but not limited to the following:

- A. Having TCS perform a valuation using the OPEB Assumptions Model prescribed by CalPERS and complete and submit the Summary of Actuarial Information Required for CalPERS Financial Statements to CalPERS.
- B. Complete and submit the CalPERS Certification of OPEB Actuarial Information and Funding Policy to CalPERS.
- C. Complete and submit two original signed copies of the Agreement and Election to Prefund Other Post Employment Benefits to CalPERS. (Attached.)
- D. Complete and submit the Delegation of Authority to Request Disbursements to CalPERS. (Attached.)

**Section 3. Authorization to Prefund the City's Unfunded Actuarial Accrued Liability.** Upon CalPERS approval of the City's participation in the CERBT trust fund program, the City Council hereby authorizes and directs the Mayor, City Manager, City Attorney, Contract Finance Manager and such other officers, employees or agents of the City as may be required to take or cause to be taken all actions and execute or cause to be executed all documents necessary for the City to prefund its accrued liability by depositing with the CERBT trust fund program the City's actuarial accrued liability as determined by the report of actuarial accrued liability as of June 30, 2015, which amount may not exceed \$13,500,000 based on the September 1, 2014 report of actuarial accrued liability.

**Section 4. Certification.** The City Clerk is directed to certify to the passage and adoption of this resolution.

**PASSED, APPROVED AND ADOPTED** this 14<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Tim Spohn, Mayor

**ATTEST:**

\_\_\_\_\_  
Cecelia Dunlap, Deputy City Clerk

**CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST PROGRAM ("CERBT")**

**AGREEMENT AND ELECTION  
OF**

---

(NAME OF EMPLOYER)

**TO PREFUND OTHER POST EMPLOYMENT  
BENEFITS THROUGH CalPERS**

WHEREAS (1) Government Code Section 22940 establishes in the State Treasury the Annuitants' Health Care Coverage Fund for the prefunding of health care coverage for annuitants (Prefunding Plan); and

WHEREAS (2) The California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control and power over the administration and investment of the Prefunding Plan (sometimes also referred to as CERBT), the purposes of which include, but are not limited to (i) receiving contributions from participating employers and establishing separate Employer Prefunding Accounts in the Prefunding Plan for the performance of an essential governmental function (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the Prefunding Plan and to pay for health care costs or other post employment benefits in accordance with the terms of participating employers' plans; and

WHEREAS (3) \_\_\_\_\_  
(NAME OF EMPLOYER)

(Employer) desires to participate in the Prefunding Plan upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the Prefunding Plan upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Other Post Employment Benefits (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The Prefunding Plan is a trust fund that is intended to perform an essential governmental function within the meaning of Section 115 of the Internal Revenue Code as an agent multiple-employer plan as defined in Governmental Accounting Standards Board (GASB) Statement No. 43 consisting of an aggregation of single-employer plans, with pooled administrative and investment functions;

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Representation and Warranty

Employer represents and warrants that it is a political subdivision of the State of California or an entity whose income is excluded from gross income under Section 115 (1) of the Internal Revenue Code.

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the Prefunding Plan by adopting this Agreement and filing with the CalPERS Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to:        CalPERS  
   Affiliate Program Services Division  
   CERBT (OPEB)  
   P.O. Box 1494  
   Sacramento, CA 95812-1494

Filing in person, deliver to:  
   CalPERS Mailroom  
   Affiliate Program Services Division  
   CERBT (OPEB)  
   400 Q Street  
   Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both CalPERS and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the Prefunding Plan, to carry out the purposes of this Agreement, and to maintain the tax exempt status of the Prefunding Plan. Employer agrees to follow such procedures and processes.

### C. Other Post Employment Benefits (OPEB) Cost Reports and Employer Contributions

(1) Employer shall provide to the Board an OPEB cost report on the basis of the actuarial assumptions and methods prescribed by the Board. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB 43. This OPEB cost report may be prepared as an actuarial valuation report or, if the employer is qualified under GASB 45 and 57, may be prepared as an Alternative Measurement Method (AMM) report.

- (a) Unless qualified under GASB 45 and 57 to provide an AMM report, Employer shall provide to the Board an actuarial valuation report. Such report shall be for the Board's use in financial reporting, and shall be prepared at least as often as the minimum frequency required by GASB 43 and 57, and shall be:
  - 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
  - 2) prepared in accordance with generally accepted actuarial practice and GASB 43, 45 and 57; and,
  - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.
  
- (b) If qualified under GASB 45 and 57, Employer may provide to the Board an AMM report. Such report shall be for the Board's use in financial reporting, shall be prepared at least as often as the minimum frequency required by GASB 43 and 57, and shall be:
  - 1) affirmed by Employer's external auditor, or by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board, to be consistent with the AMM process described in GASB 45;
  - 2) prepared in accordance with GASB 43, 45, and 57; and,
  - 3) provided to the Board prior to the Board's acceptance of contributions for the valuation period or as otherwise required by the Board.

(2) The Board may reject any OPEB cost report submitted to it, but shall not unreasonably do so. In the event that the Board determines, in its sole discretion, that the OPEB cost report is not suitable for use in the Board's financial statements or if Employer fails to provide a required OPEB cost report, the Board may obtain, at

Employer's expense, an OPEB cost report that meets the Board's financial reporting needs. The Board may recover from Employer the cost of obtaining such OPEB cost report by billing and collecting from Employer or by deducting the amount from Employer's account in the Prefunding Plan.

(3) Employer shall notify the Board of the amount and time of contributions which contributions shall be made in the manner established by the Board.

(4) Employer contributions to the Prefunding Plan may be limited to the amount necessary to fully fund Employer's actuarial present value of total projected benefits, as supported by the OPEB cost report acceptable to the Board. As used throughout this document, the meaning of the term "actuarial present value of total projected benefits" is as defined in GASB Statement No. 45. If Employer's contribution causes its assets in the Prefunding Plan to exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board may refuse to accept the contribution.

(5) No contributions are required. If an employer elects to contribute then the contribution amount should not be less than \$5000 or the employer's annual required contribution (ARC), whichever amount is lower. Contributions can be made at any time following the seventh day after the effective date of the Agreement provided that Employer has first complied with the requirements of Paragraph C.

#### D. Administration of Accounts, Investments, Allocation of Income

(1) The Board has established the Prefunding Plan as an agent plan consisting of an aggregation of single-employer plans, with pooled administrative and investment functions, under the terms of which separate accounts will be maintained for each employer so that Employer's assets will provide benefits only under employer's plan.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the Prefunding Plan (Employer's Prefunding Account).

(3) Employer's Prefunding Account assets may be aggregated with prefunding account assets of other employers and may be co-invested by the Board in any asset classes appropriate for a Section 115 Trust.

(4) The Board may deduct the costs of administration of the Prefunding Plan from the investment income or Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income shall be allocated among employers and posted to Employer's Prefunding Account as determined by the Board but no less frequently than annually.

(6) If Employer's assets in the Prefunding Plan exceed the amount required to fully fund the actuarial present value of total projected benefits, the Board, in compliance with applicable accounting and legal requirements, may return such excess to Employer.

## E. Reports and Statements

- (1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.
- (2) The Board shall prepare and provide a statement of Employer's Prefunding Account at least annually reflecting the balance in Employer's Prefunding Account, contributions made during the period and income allocated during the period, and such other information as the Board determines.

## F. Disbursements

- (1) Employer may receive disbursements not to exceed the annual premium and other costs of post employment healthcare benefits and other post employment benefits as defined in GASB 43.
- (2) Employer shall notify CalPERS in writing in the manner specified by CalPERS of the persons authorized to request disbursements from the Prefunding Plan on behalf of Employer.
- (3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board. The Board may require that Employer certify or otherwise establish that the monies will be used for the purposes of the Prefunding Plan.
- (4) Requests for disbursements that satisfy the requirements of paragraphs (2) and (3) will be processed monthly.
- (5) CalPERS shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements. In the event of any other erroneous disbursement, the extent of CalPERS' liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.
- (6) No disbursement shall be made from the Prefunding Plan which exceeds the balance in Employer's Prefunding Account.

## G. Costs of Administration

Employer shall pay its share of the costs of administration of the Prefunding Plan, as determined by the Board.

## H. Termination of Employer Participation in Prefunding Plan

- (1) The Board may terminate Employer's participation in the Prefunding Plan if:

- (a) Employer gives written notice to the Board of its election to terminate;
- (b) The Board finds that Employer fails to satisfy the terms and conditions of this Agreement or of the Board's rules or regulations.

(2) If Employer's participation in the Prefunding Plan terminates for any of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the Prefunding Plan, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D.

(3) After Employer's participation in the Prefunding Plan terminates, Employer may not make contributions to the Prefunding Plan.

(4) After Employer's participation in the Prefunding Plan terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After the Employer's participation in the Prefunding Plan terminates, the governing body of the Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in the Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.
- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Internal Revenue Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of post-employment health care benefits and other post-employment benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in the Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date

preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the Prefunding Plan terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate.

(7) If, for any reason, the Board terminates the Prefunding Plan, the assets in Employer's Prefunding Account shall be paid to Employer after retention of (i) amounts sufficient to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants described by the employer's current substantive plan (as defined in GASB 43), and (ii) amounts sufficient to pay reasonable administrative costs of the Board.

(8) If Employer ceases to exist but Employer's Prefunding Plan continues to exist and if no provision has been made by Employer for ongoing payments to pay post employment health care benefits and other post employment benefits to annuitants for current and future annuitants, the Board is authorized to and shall appoint a third party administrator to carry out Employer's Prefunding Plan. Any and all costs associated with such appointment shall be paid from the assets attributable to contributions by Employer.

(9) If Employer should breach the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the Prefunding Plan.

## I. General Provisions

### (1) Books and Records.

Employer shall keep accurate books and records connected with the performance of this Agreement. Employer shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location at the Employer's office(s) and shall be available for inspection and copying by CalPERS and its representatives.

### (2) Audit.

- (a) During and for three years after the term of this Agreement, Employer shall permit the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, at all reasonable times during normal business hours to inspect and copy, at the expense of CalPERS, books and records of Employer relating to its performance of this Agreement.
- (b) Employer shall be subject to examination and audit by the Bureau of State Audits, CalPERS, and its authorized representatives, and such

consultants and specialists as needed, during the term of this Agreement and for three years after final payment under this Agreement. Any examination or audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement. Employer shall cooperate fully with the Bureau of State Audits, CalPERS, and its authorized representatives, and such consultants and specialists as needed, in connection with any examination or audit. All adjustments, payments, and/or reimbursements determined to be necessary by any examination or audit shall be made promptly by the appropriate party.

(3) Notice.

- (a) Any notice, approval, or other communication required or permitted under this Agreement will be given in the English language and will be deemed received as follows:
1. Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
  2. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three delivery days after deposit in a United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, Notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Telex or Facsimile Transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a nonbusiness day.
  6. E-mail transmission. When sent by e-mail using software that provides unmodifiable proof (i) that the message was sent, (ii) that the message was delivered to the recipient's information processing system, and (iii) of the time and date the message was delivered to

the recipient along with a verifiable electronic record of the exact content of the message sent.

Addresses for the purpose of giving notice are as shown in Paragraph B.(1) of this Agreement.

- (b) Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- (c) Any party may change its address, telex, fax number, or e-mail address by giving the other party notice of the change in any manner permitted by this Agreement.
- (d) All notices, requests, demands, amendments, modifications or other communications under this Agreement shall be in writing. Notice shall be sufficient for all such purposes if personally delivered, sent by first class, registered or certified mail, return receipt requested, delivery by courier with receipt of delivery, facsimile transmission with written confirmation of receipt by recipient, or e-mail delivery with verifiable and unmodifiable proof of content and time and date of sending by sender and delivery to recipient. Notice is effective on confirmed receipt by recipient or 3 business days after sending, whichever is sooner.

#### (4) Modification

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the party to be charged.

#### (5) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement shall survive the termination of this Agreement until such time as all amounts in Employer's Prefunding Account have been disbursed.

#### (6) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(7) Necessary Acts, Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

A majority vote of Employer's Governing Body at a public meeting held on the \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_, authorized entering into this Agreement.

Signature of the Presiding Officer: \_\_\_\_\_

Printed Name of the Presiding Officer: \_\_\_\_\_

Name of Governing Body: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
JOHN SWEDENSKY  
AFFILIATE PROGRAM SERVICES DIVISION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS The effective date of this Agreement is: _____
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# DELEGATION OF AUTHORITY TO REQUEST DISBURSEMENTS

## RESOLUTION OF THE

\_\_\_\_\_ (GOVERNING BODY)

## OF THE

\_\_\_\_\_ (NAME OF EMPLOYER)

The \_\_\_\_\_ delegates to the incumbents  
(GOVERNING BODY)

in the positions of \_\_\_\_\_ and  
(TITLE)

\_\_\_\_\_ and/or  
(TITLE)

\_\_\_\_\_ authority to request on  
(TITLE)

behalf of the Employer disbursements from the Other Post Employment Prefunding Plan and to certify as to the purpose for which the disbursed funds will be used.

By \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

*CITY COUNCIL*

ITEM NO. 6.5

## **AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

This AGREEMENT FOR FINANCIAL ADVISORY SERVICES (this “Agreement”), dated as of \_\_\_\_\_, 2015, is made by and between the CITY OF INDUSTRY (the “City”) and NHA Advisors, LLC (the “Financial Advisor,” and together with the City, the “Parties,” with each being a “Party”).

### **RECITALS**

A. The City of Industry and its related entities (including but not limited to the City of Industry Public Facilities Authority) have issued bonds from time to time, and in such connection, required the assistance of a financial advisor with respect to the issuance of such bonds and the post-issuance administration of such bonded debt.

B. NHA Advisors, LLC, provides financial advisory services to municipal entities in the State of California.

C. NHA Advisors, LLC has represented to the City that NHA Advisors, LLC is qualified to accomplish the services required of the Financial Advisor under this Agreement.

D. The City wishes to engage NHA Advisors, LLC, to provide financial advisory services to the City in accordance with this Agreement.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services to be Provided.** The Financial Advisor shall perform the Scope of Work described in Exhibit A.

2. **Legal Qualifications.** The Financial Advisor represents and warrants that the Financial Advisor is a registered municipal advisor with the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board (the “MSRB”). Throughout the term of this Agreement, the Financial Advisor shall maintain all licenses, permits, certificates and other legal qualifications (if any) necessary for the provision of services under this Agreement.

3. **Professional Standards; IRMA Disclosure.**

A. The Financial Advisor represents and warrants that Financial Advisor has the expertise and skills necessary to undertake the services to be provided under this Agreement. The Financial Advisor shall perform all tasks under this Agreement faithfully, competently and to the best of the Financial Advisor ability, experience and talent.

B. Financial Advisor is an independent registered municipal advisor (“IRMA”) and, as an IRMA, must provide certain disclosures required by MSRB regulations that became effective July 1, 2014. In accordance with those proposed regulations, Financial Advisor makes the following disclosures:

- Financial Advisor is not aware of any actual or potential conflicts of interest that might impair Financial Advisor’s ability either to render unbiased and competent advice to the City or to fulfill the Financial Advisor’s fiduciary duty to the City.
- Financial Advisor has no affiliate that provides any advice, service, or product to or on behalf of the City.
- Financial Advisor has not made any payments either directly or indirectly to obtain or retain business with the City.
- There is no additional compensation Financial Advisor will receive in connection with this Agreement other than what is stipulated within this Agreement. Financial Advisor has not and will not receive any payments from third parties in connection with this engagement.
- Financial Advisor has not and will not enter into any fee-splitting arrangements with any provider of investments or services to the City.
- Financial Advisor is not aware of any conflicts of interest that may arise from the City’s payment of the municipal advisory fee for the activities to be performed pursuant to this engagement.
- To the best of its knowledge, none of Financial Advisor’s other engagements or relationships will impair Financial Advisor’s ability either to render unbiased and competent advice to the City or to fulfill Financial Advisor’s fiduciary duty to the City.
- Financial Advisor is not aware of any legal or disciplinary event that is material to the City’s evaluation of Financial Advisor or the integrity of its management or advisory personnel.
- No legal or disciplinary event has been disclosed by Financial Advisor to the Securities and Exchange Commission as may be required under applicable rules or regulations

C. As an IRMA, the Financial Advisor shall act in accordance with its fiduciary duty in the following manner:

- Financial Advisor will work solely in the interest of the City.
- With respect to the evaluation of any financing transaction, Financial Advisor has the duty to fairly assess whether the financing terms and covenants are favorable to the City.
- With respect to the evaluation of any financing transaction, Financial Advisor has duty to fairly assess whether the rates and yields are favorable.
- To the extent that the Financial Advisor is requested by the City to assist with respect to any financing transaction under this Agreement, Financial Advisor represents to the City that it has sufficient knowledge of the municipal bond market to negotiate the transaction(s) in the best interests of the City.

4. **Responsible Principal.** Eric J. Scriven, who is a principal at NHA Advisors, LLC, shall be principally responsible for the Financial Advisor's obligations under this Agreement and shall serve as the principal liaison between the City and the Financial Advisor. Designation of another Responsible Principal by the Financial Advisor shall not be made without prior written approval of the City Manager.

5. **Term of Agreement.** This Agreement shall terminate on [June 30, 2020] unless earlier terminated pursuant to the terms of this Agreement.

6. **Compensation.** The City's payment to the Financial Advisor for services rendered pursuant to this Agreement, and for reimbursement of expenses directly related to such services, shall be in accordance with the provisions set forth in Exhibit B.

7. **Insurance Requirements.**

A. Throughout the term of this Agreement (and for periods after the end of this Agreement if required below), the Financial Advisor must have and maintain in place all of the insurance coverages required in this Section 7. The Financial Advisor's insurance shall comply with all items specified by this Agreement. Any subcontractor (to the extent permitted under Section 8) shall be subject to all of the requirements of this Section 7 and the Financial Advisor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to the City before the subcontractor commences work.

B. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by the City.

C. Unless otherwise approved by the City Manager, the Financial Advisor shall maintain the types of coverages and limits indicated below:

1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting the City. The limit for all coverages under this policy shall be no less than \$1,000,000 per occurrence. The City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by the City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement.

2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City. The limit for bodily injury and property damage liability shall be no less than \$1,000,000 per accident. The City, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by the City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement.

3) WORKERS' COMPENSATION INSURANCE – coverage for the Financial Advisor to insure against all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits of any required policy shall be no less than \$1,000,000 per claim. Any required policy shall contain or be endorsed to include a waiver of subrogation in favor of the City.

4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of \$1,000,000 per claim and in the aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a

clause that the policy may not be canceled until 30 days written notice of cancellation is mailed to the City. The Financial Advisor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit the Financial Advisor's liability under this Agreement nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against the City for payment of premiums or other amounts with respect to such required insurance. The City shall notify the Financial Advisor in writing of changes in the insurance requirements. If the Financial Advisor does not deposit copies of acceptable insurance policies with the City incorporating such changes within 60 days of receipt of such notice, the Financial Advisor shall be deemed in default under this Agreement.

E. Any deductibles or self-insured retentions must be declared to and approved by the City. Any deductible exceeding an amount acceptable to the City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to the City and its officials, employees and agents (with additional premium, if any, to be paid by the Financial Advisor); or the Financial Advisor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. The Financial Advisor shall furnish the City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. Not less than 15 days prior to the expiration date of any policy of insurance required by this Agreement, the Financial Advisor shall deliver to the City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to the City.

8. Limitations Upon Subcontracting and Assignment. This Agreement shall not be assigned or subcontracted in whole or in part, by the Financial Advisor without the prior written approval of the City Manager. Any attempt by the Financial Advisor to so assign or subcontract this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Regardless of the City's consent or awareness that certain work under this Agreement is being performed by a subcontractor, the Financial Advisor shall remain responsible and liable to the City for all such work under this Agreement. The Financial Advisor shall be responsible for all compensation to any subcontractor, and the City shall not become liable to the subcontractor whatsoever by virtue of such subcontract. The Financial Advisor shall comply with the provisions of Section 7 with respect to the insurance from each subcontractor. Prior to the commencement of work by any subcontractor, the Financial Advisor shall obtain the subcontractor's written agreement that, with respect to the work to be performed under such

subcontract, the subcontractor shall comply with the provisions of Sections 7 through 15 of this Agreement to the same degree that the Financial Advisor is obligated under this Agreement.

9. **Ownership of Information and Documents.** As between the Financial Advisor and the City, all documents, tables, data, studies, surveys, drawings, maps, models, photographs, presentations, records, reports or other information created, developed or received by the Financial Advisor in connection with this Agreement shall be the property of the City. The Financial Advisor shall promptly provide the City with copies of these items upon demand. The City may use all or any portion of work submitted by the Financial Advisor as the City deems appropriate.

10. **Confidentiality.** The Financial Advisor may receive confidential information from the City during the course of the Financial Advisor's performance under this Agreement. To the extent that the City provides the Financial Advisor any confidential information, the Financial Advisor shall maintain such confidentiality, shall not disclose or make available the information to third parties except under the following circumstances: (i) the Financial Advisor has obtained the City's prior written approval for the disclosure, or (ii) the Financial Advisor is required by law to make the disclosure (in which case, such disclosure shall be limited to the extent required by law and the Financial Advisor shall notify City as soon as possible upon learning its obligation to disclose).

11. **Conflict of Interest.** The Financial Advisor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance required under this Agreement. The Financial Advisor shall at all times avoid conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

12. **Independent Contractor.** The Financial Advisor is and shall at all times remain as to the City a wholly independent contractor.

A. The personnel performing the services under this Agreement on behalf of the Financial Advisor shall at all times be under the Financial Advisor's exclusive direction and control. Neither the City nor any of its agents shall have control over the conduct of the Financial Advisor, except as expressly provided under this Agreement. The Financial Advisor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The Financial Advisor shall not incur or have the power to incur any debt, obligation or liability whatsoever against the City, or bind the City in any manner.

B. No employee benefits shall be available to the Financial Advisor in connection with the performance of this Agreement. Except for the fees paid to the Financial Advisor as provided in this Agreement, the City shall not pay salaries, wages, or other

compensation to the Financial Advisor for performing services under this Agreement. The City shall not be liable for compensation or indemnification to the Financial Advisor for injury or sickness arising out of performing services under this Agreement. The Financial Advisor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for workers compensation and unemployment insurance for Financial Advisor's employees or subcontractors.

13. **Non-Discrimination.** The Financial Advisor covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

14. **Compliance with Laws.** The Financial Advisor shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

15. **Indemnification.** The Financial Advisor agrees to indemnify, defend, and hold harmless the City and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, arising out of the negligence or intentional misconduct of the Financial Advisor, the Financial Advisor's agents, officers, employees, subcontractors, or independent contractors hired by the Financial Advisor. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Financial Advisor.

16. **Termination.** In the event that Financial Advisor fails to comply with any provision of this Agreement, and if such default is not cured within five days after the City's written notice of default specifying the nature of such default, the City may immediately terminate this Agreement by written notice. In addition, each of the City and the Financial Advisor shall have the right to terminate this Agreement, without cause, by giving written notice to the other party at least ten days before the termination date.

No later than 30 days after the date of termination of this Agreement (the "Termination Date"), the Financial Advisor shall provide a final invoice to the City for all expenses that have been incurred, but have not been previously reimbursed, through the Termination Date. Other than as provided in this paragraph, the Financial Advisor shall not be entitled to any fee pursuant this Agreement after the Termination Date.

17. **Waivers.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver of such provision unless otherwise expressly provided.

18. **City Not Obligated to Third Parties.** The City shall not be obligated or liable under this Agreement to any party other than the Financial Advisor.

19. **Non-Liability of Officials and Employees of City.** No official or employee of the City shall be personally liable for any default or liability under this Agreement.

20. **Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

21. **Litigation Venue and Expenses.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Industry. In the event such litigation is filed by one Party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

22. **Severability.** Invalidation of any provision contained in this Agreement or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

23. **Amendment.** This Agreement may not be modified, altered or amended except in writing signed by the City and the Financial Advisor.

24. **Entire Agreement.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such party deems material. In the event of a conflict between the provisions of this Agreement and the exhibits hereto, the text of this Agreement shall prevail. This Agreement shall be interpreted as though prepared by both Parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

25. **Survival of Certain Provisions.** The provisions of Sections 7(C)(4), 9, 10, 12, 15 through 26 shall survive the termination of this Agreement.

26. **Notices.** All notices and other communications provided under this Agreement may be in hard copy or in electronic or telephonic form (including e-mail, fax or similar means) and shall be given to the party to whom sent at the address set forth below or other address, e-mail address or telephone or fax number as such party may hereafter specify. Each such notice or communication shall be effective (i) if given by telephone, fax, e-mail or other electronic means, when such communication is transmitted to the specified address and any appropriate answerback or confirmation is received, (ii) if given by certified or registered mail, return receipt requested, on the date of receipt appearing on the return postal receipt for notices given by certified or registered mail, (iii) if given by hand delivery, when delivered at the specified address. The address for receipt of notices may be changed upon written notice delivered in a

manner consistent with this section.

To Financial Advisor: NHA Advisors, LLC  
4040 Civic Center Drive, Suite 200  
San Rafael, CA 94903  
Attention: Eric J. Scriven, Principal  
Telephone: (415) 785-2025  
E-mail: [eric@NHAadvisors.com](mailto:eric@NHAadvisors.com)

To City: City to the Industry  
15625 East Stafford Street #100  
City of Industry, CA 91744  
Attention: Kevin Radecki, City Manager  
Telephone: (626) 333-2211  
E-mail: [kradecki@cityofindustry.org](mailto:kradecki@cityofindustry.org)

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed this Agreement by their duly authorized representative as of the date first shown above.

**CITY OF INDUSTRY**

By: \_\_\_\_\_  
Kevin Radecki  
City Manager

**NHA ADVISORS, LLC**

By: \_\_\_\_\_  
Eric J. Scriven  
Principal

## **EXHIBIT A**

### **SCOPE OF WORK**

The Financial Advisor shall provide financial advisory services to the City, including but not limited to the performance of the following:

1. Each year, assist the City with the formulation and preparation of documents to establish the applicable tax rate to generate sufficient property tax override revenues to pay the City's outstanding general obligation bonds and otherwise comply with bond covenants
2. Upon request of City Staff, assist with the development of reports or presentations appropriate for the administration of outstanding bonded debt of the City or City-affiliated entities
3. Upon the request of City Staff, review and provide analysis with respect specified components of the City's debt portfolio and financial obligations.
4. At the request or upon approval of the City Manager, identify refunding opportunities for outstanding debt of the City or City-affiliated entities, or evaluate refunding proposals submitted by third parties.
5. At the request of the City, provide services customarily provided by a financial advisor in connection with a specified bond issuance or similar financing or refunding transaction (a "Financing Transaction"), including but not limited to:
  - Provide recommendations to the City regarding the selection of any additional third party financing team members that may be necessary or appropriate for implementation of the Financing Transaction, and regarding the contract terms with such third parties (including pricing and scope of services)
  - Make recommendations to the City regarding financing structures for the Financing Transaction, provide evaluation of proposals by any underwriter regarding the financing structures, and work with financing team members with respect to the implementation of the financing structures selected by the City
  - Monitor and provide updates to the City on municipal bond market movements and make recommendations to the City regarding financial feasibility, financing document covenants, and pricing

- Work with City Staff and financing team members selected by the City to develop reports, presentation and other documents appropriate for the implementation of the Financing Transaction
- Review reports of fiscal consultants, accountants and other consultants and provide comments and recommendations regarding assumptions, analytic methods and conclusion contained in such reports
- Make recommendations to the City regarding scheduling and organization of document review sessions, financing team meetings, meetings with other third parties (such rating agencies, bond insurers and any other credit or liquidity providers)
- Attend all meetings related to the Financing Transaction per the request of the City, including meetings of the City Council and assist City with presentations relating to the Financing Transaction at such meetings
- Review draft bond documents and provide comments to City and Bond Counsel or Special Counsel regarding financial and nonfinancial covenants
- Work with disclosure counsel in the preparation of the offering documents and review all appropriate financing documents
- Make recommendations regarding the selection of rating agencies, bond insurers and other liquidity or credit providers, if any, and assist in the furnishing of materials and date to the same
- Analyze rating criteria and its application to gauge credit quality and bracketing interest rates for Financing Transaction
- Review pricing terms proposed by the underwriters and advise the City during negotiations with underwriters.
- Work with the underwriters to recommend timing of the pricing and closing of the Financing Transaction.
- Work with bond counsel or special counsel and underwriters, if any, in the preparation of appropriate closing memoranda
- Coordinate with financing team with respect to pre-closing and closing procedures

- Assist the City in evaluating the investment of Financing Transaction proceeds for the refunding escrow, debt service fund and other bond-related funds
  - Conduct post issuance reviews as requested by the City
  - Provide a written report to City summarizing salient financial and credit features and refinancing results after the closing of each Financing Transaction
6. Provide other financial advisory services reasonably requested by the City

**EXHIBIT B**

**COMPENSATION SCHEDULE AND PAYMENT METHOD**

**A. FEES AND EXPENSES (EXCEPT FOR WORK IN CONNECTION SPECIFIED FINANCING TRANSACTIONS)**

**1) Hourly Rates**

Except as provided in Section B, the City shall pay the Financial Advisor based on the hourly rates set forth in the following table, subject to a maximum of \$[20,000.00] in any calendar year, unless approved in advance by the City Manger; provided, that the hourly rates and annual maximum may be periodically adjusted as described in subsection 2 below:

Principal	\$275.00
Vice President	\$225.00
Associate	\$175.00
Analyst	\$125.00
Administrative Staff	\$75.00

**2) Periodic Adjustments to Hourly Rates**

From time to time (but not more than once during any 12-month period), the Financial Advisor may propose increases to the hourly rates and the annual maximum amount to be charged for services under this Agreement, provided, that such increases shall be no more than five percent (5%) of the immediately preceding rates and shall become effective and binding *only after* the written approval of the City Manager. Upon the effectiveness of the increased rates, a new schedule of hourly rates and annual maximum shall be attached and made a part of the Agreement, and kept on file with the City Clerk.

**3) Out-of-pocket expenses:**

In addition to the fees described above, the City shall reimburse the Fiscal Advisor for out-of-pocket expenses directly related to such work (“Directly Related Job Expenses”), which include: travel expenses, lodging expenses, messenger and delivery services charges, copying and telecommunication charges, and other similar expenses; provided, the aggregate amount of such reimbursement shall not exceed \$[3,000.00] for any given calendar year without the prior written consent of the City Manager.

The Financial Advisor shall, at its sole cost and expenses, furnish all facilities and equipment which may be required for furnishing services pursuant to this

Agreement.

4) **Method of Payment**

The Financial Advisor shall submit monthly invoices to the City specifying the amounts due for services and for the reimbursement of the Directly Related Job Expenses incurred for the past calendar month. The invoice shall include a brief description of the work performed, the name(s) of the person(s) performing the work and number of hours spent for such work and an itemization of the reimbursable Directly Related Job Expenses. Upon approval of the services performed and the reimbursement requisition, the City shall pay the Financial Advisor in accordance with such invoice within 45 days of the receipt of the invoice.

**B. FEES AND EXPENSES FOR WORK IN CONNECTION SPECIFIED FINANCING TRANSACTION**

1) **Flat Fee Option**

In connection with work performed by the Financial Advisor for a Financing Transaction (as described in Item No. 5 of Exhibit A), the Financial Advisor will be compensated a flat fee (the “Alternate Fee”) in lieu of the application of the rates set forth in Section A above *if* the following conditions are met:

- For any and all services covered by the Alternate Fee, the Financial Advisor shall not include such services in any invoice to be submitted to the City pursuant to Section A above (and shall not be paid if so included);
- The Financial Advisor shall have submitted a written request to the City Manager specifying the Alternate Fee as soon as practicable after the Financing Transaction has been identified, but in any event before any work described in Item 5 of Exhibit A that is related to the subject Financing Transaction has been included in a monthly invoice submitted to the City pursuant to Section A above;
- The City Manager shall have approved such Alternate Fee; provided that the Alternate Fee shall also be subject to the approval of the City Council if it is over \$[75,000.00];
- To the extent that the funds are legally available therefor, the Alternate Fee shall be paid from proceeds of the Financing Transaction, unless otherwise requested or approved by the City Manager.

2) **Out-of-pocket expenses:**

In addition to the Alternate Fee, the City shall reimburse the Fiscal Advisor for Directly Related Job Expenses incurred in connection with the subject Financing Transaction; provided, the aggregate amount of such reimbursement shall not exceed \$[3,000.00] for any Financing Transaction without the prior written approval of the City Manager.

The Financial Advisor shall, at its sole cost and expenses, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

3) **Method of Payment**

The Financial Advisor shall submit an invoice at or prior to the closing of the subject Financing Transaction, identifying the amounts due for services and reimbursement of expenses, and the City shall cause the Financial Advisor to be paid out of the proceeds of the Financing Transaction (or such other legally available source of funds as approved by the City Manager); provided if the governing documents of the Financing Transaction requires a different timing for the submission of the invoice(s) or a different method of payment, then the terms of such Financing Transaction documents shall govern.

*CITY COUNCIL*

ITEM NO. 7.1

## ORDINANCE NO. 790

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, CONFIRMING THE CITY'S COMPLIANCE WITH (1) THE CALIFORNIA PREVAILING WAGE REQUIREMENTS PROVIDED IN LABOR CODE SECTIONS 1770, ET SEQ., AND (2) THE CALIFORNIA PROJECT LABOR AGREEMENTS IN PUBLIC CONTRACT CODE SECTIONS 2500, ET SEQ.

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

##### SECTION 1. Findings.

- A. The City of Industry is a Charter City protected from State legislative interference in its municipal affairs by the California Constitution, Article XI, Sec. 5(a).
- B. In 2011, the California State Legislature adopted, and the Governor signed, Senate Bill 922, enacted as Public Contract Code Sections 2500, 2501, and 2502, creating the right of cities to establish and utilize Project Labor Agreements (PLA) for a specific project or projects. SB 922 imposes certain requirements be incorporated into the PLAs to provide taxpayer protections should PLAs be utilized. (Section 2500.) Unlike general law cities, charter cities were reserved the right to prevent the use of PLAs for public works projects. (Section 2501.) However, should charter city charter provision, initiative, or ordinance prohibit consideration (1) of PLAs that satisfy the taxpayer protections in Section 2500, or (2) the allocation of funds to city-funded projects covered by a PLA, the charter city shall not be eligible to receive state funding or financial assistance for local public works projects. (Sections 2502.) .
- C. In 2012, the California State Legislature adopted, and the Governor signed, Senate Bill 829, enacted as Public Contract Code Section 2503, which extends the limits imposed on charter cities provided in Section 2502. Section 2503 precludes charter cities from receiving state funding or financial assistance for local public works projects if a "charter provision, initiative, or ordinance ... prohibits, limits, or constrains in any way the governing board's authority or discretion to adopt, require, or utilize a project labor agreement that includes all the taxpayer protections provisions of Section 2500 for some or all of the construction projects awarded by the city." Sections 2502 and 2503 became effective on January 1, 2015.
- D. In State Building and Construction Trades Council of California, AFL-CIO v. City of Vista (2012) 54 Cal.4th 547, the California Supreme Court determined that the subject of prevailing wage rates for locally funded public works construction projects is a municipal affair, and that charter cities are not subject to the state law requirement to pay prevailing wages.
- E. In 2013, the California Legislature adopted and the Governor signed Senate Bill 7, enacted as Labor Code Section 1782, to prohibit a charter city from receiving state funding or financial assistance for any construction project if that city has awarded a public works contract within the prior two years without requiring the contractor pay prevailing wage rates. Labor Code Section 1782 became effective on January 1, 2015.

F. The adoption of this ordinance will preserve the City's access to state and federal grant funding, offset in part by increased costs on locally-funded projects.

**SECTION 2.** Adding Section 3.52.140. Section 3.52.140 of Chapter 3.52 (Public Projects—Bidding Procedures) of Title 3 (Revenue and Finance) of the Industry Municipal Code is added as follows:

All City public works projects shall comply with the requirements of Labor Code Section 1782 and Article 2 (Wages) of Chapter 1 (Public Works) of Part 7 (Public Works and Public Agencies) of Division 2 (Employment Regulation and Supervision) of the California Labor Code, as it may be amended from time to time, regarding payment of prevailing wages and the City shall not authorize a contractor to not comply Article 2.

**SECTION 3.** Adding Section 3.52.150. Section 3.52.150 of Chapter 3.52 (Public Projects—Bidding Procedures) of Title 3 (Revenue and Finance) of the Industry Municipal Code is added as follows:

City public works projects may, but shall not be required to, utilize Project Labor Agreements for a specific project or projects. If City adopts the use of PLAs for a specific project or projects, then the PLA shall comply with the requirements of Public Contract Code Section 2500.

**SECTION 3. 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 4. Effective Date.** This ordinance will become effective 30 days after its final passage.

**SECTION 5. 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 14<sup>th</sup> day of May, 2015.

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Tim Spohn, Mayor

**ATTEST:**

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Cecelia Dunlap, Deputy City Clerk

**APPROVED AS TO FORM:**

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Michele R. Vadon, City Attorney

*CITY COUNCIL*

ITEM NO. 8.1



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## MEMORANDUM

To: City Council

May 7, 2015

From: Troy Helling

**Subject: Development Plan 15-4 – 17788 Rowland Street**

### Proposal

Section 17.36.020 of the Municipal Code requires approval of a Development Plan by the City Council for new construction and expansions that exceed \$75,000. The proposed project has a valuation of approximately \$450,000. Development Plan Application 15-4 (Attachment 1) is being proposed by Facility Builders & Erectors Inc. for an exterior renovation and the addition of a loading dock to an existing 28,394 square foot warehouse at 17788 Rowland Street.

As shown on the attached site plan and floor plan (Attachments 2 and 3), the warehouse renovation would be to the existing 28,394 square foot warehouse and would not add any square footage. The proposed renovation would be visible from the street and would accommodate a new four stall loading dock on the east side of the building. There would be 66 square feet of landscaping added to the project, making a total of 34,648 square feet of landscaping (12 percent) on the site.

The project site would continue to be accessed by two 26 foot wide driveways on Rowland Street and would provide a total of 174 parking spaces as follows:

- 168 standard spaces
- 6 accessible and van accessible spaces

As shown on the elevations (Attachment 4), the new elevations will consist of new stucco coated metal siding, split-face block, and new storefront doors and windows that will blend in well with the existing buildings on the site. The maximum height of the new façade would be 33 feet.

### Location and Surroundings

As shown on the attached location map (Attachment 5), the 6.61 acre site is located at 17788 Rowland Street. The subject property is bounded by industrial properties to the west, south, and east and Rowland Street to the north with industrial uses beyond.

### Staff Analysis

The proposed development project is consistent with the Zoning ("M" – Industrial) and General Plan (Employment) designations of the site and complies with the development and design standards in Section 17.36, *Design Review*, of the Industry Municipal Code. Specifically, the project:

- Meets design guidelines. Section 17.36.060 A-J of the Municipal Code call for well-designed and coordinated buildings, walls, lighting, and landscaping. The existing nonconforming metal building is being remodeled to be more consistent with the existing buildings in the area.
- Meets access requirements. Section 17.36.060.K and N of the Municipal Code requires a minimum driveway and drive-aisle width of 26 feet. Two driveways of 26 feet in width exist and will remain to provide access from Rowland Street. Internal drive-aisle widths that will access the new loading docks will be maintained at a minimum of 26 feet.
- Meets landscaping requirements. Section 17.36.060. Q of the Municipal Code requires that a minimum of 12 percent of the site be devoted to landscaping and 12 percent (34,648 square feet) is proposed.
- Exceeds vehicular parking requirements. Section 17.36.060.K of the Municipal Code requires that buildings over 100,000 square feet provide 150 parking spaces plus one parking space per 1,000 square feet of floor area over the first 100,000 square feet. The existing parking is being reorganized to provide better access to parking stalls. Based on this formula, the project is required to provide 162 parking spaces and 174 parking spaces are proposed.

## **Environmental Analysis**

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15301, which exempts interior and exterior modifications to existing structures when there is little or no expansion of the use. The proposed modification is to the exterior facade and does not expand the existing use.

## **Findings**

Staff recommends that the City Council find that:

- The proposed renovation to an existing industrial building is consistent with the General Plan designation of Employment and conforms with the zoning designation of Industrial for the subject property in the City of Industry because the land use designations permit industrial uses as well as industrial development under certain standards, with which the proposed development complies;
- The proposed industrial development is compatible with the surrounding area, which consists of industrial uses because it would accommodate similar uses and would be developed in a similar character and under similar standards as those surrounding uses;
- There is adequate street access from the two existing driveways and existing traffic capacity on Rowland Street, and would not change because of the façade remodel for the proposed development, which serves the project site.
- As noted in the staff report, the proposed development is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended.
- The use requested will not be a menace to or endanger the public health, safety or general welfare to the City due to the forgoing findings and that the project has been designed to comply with requirements of the Municipal Code.

## **Recommendation**

Because the proposed project complies with the development standards of the Municipal Code, improves the project site, and satisfies the above-mentioned findings, Staff recommends that the City Council:

1. Approve Development Plan No. 15-4 submitted by Facility Builders and Erectors Inc. based on the findings, Standard Requirements and Conditions. (Attachment 6).

## **Attachments**

- Attachment 1: Application
- Attachment 2: Site Plan
- Attachment 3: Floor Plan
- Attachment 4: Elevations
- Attachment 5: Location Map
- Attachment 6: Standard Requirements and Conditions of Approval

# **Attachment 1**

## **Application**



### City of Industry Development Plan Application (Long Form)

15625 East Stafford Street • Suite 101 • City of Industry • CA • 91744  
Phone: (626) 333-2211 • Fax: (626) 961-6795  
www.cityofindustry.org

15 FEB 10 AM 11:33:01

The Development Plan – Long Form – is used for most new construction, major exterior modifications and addition of exterior equipment, which cannot be exempted from Environmental Review. Please contact the Planning Department to determine if this application applies to your project.

Please type or print clearly

Project Location: 17788 Rowland Street 91748 Assessor's Parcel Number 8264-010-043  
Street Zip

Zoning Designation: \_\_\_\_\_ General Plan Designation: \_\_\_\_\_

Project Contact Person: Susan Thomson Phone Number: (714) 577-8060 Email Address: sthomson@facilitybuilders.com

Address: 3940 E. Miraloma Ave., Anaheim, CA 92806  
Street City Zip

Applicant:  Property Owner  Tenant  Architect  Engineer  Builder

Name: Facility Builders & Erectors, Inc. Phone Number: (714) 577-8060

Address: 3940 E. Miraloma Ave., Anaheim, CA 92806  
Street City Zip

Property Owner Information:

Name: Jack Ecoff Phone Number: \_\_\_\_\_

Address: 1357 Madrone Lane San Luis Obispo 93401  
Street City Zip

Project Description (describe in detail): Renovation to the exterior of an existing pre-manufactured building to aesthetically blend with the surrounding concrete tilt-up buildings. Including site paving and loading area improvements.

Project Valuation: \$450,000

	Existing	Proposed
Building Area	28394	0
Landscape Area	34582	0
Parking Spaces	176	0
Land Area	288182	0

Applicant Name: \_\_\_\_\_ Applicant Signature: Susan Thomson  
Date: 2-10-2015

\*If other than property owner, submit affidavit of owner's approval with this application.

### Environmental Information Form

The Environmental Information Form is intended to provide the basic information necessary for the evaluation of your project to determine its potential environmental impacts. This review provides the basis for determining whether the project may have a significant impact on the environment, as required by state law, or more specifically, the California Environmental Quality Act (CEQA). After this information has been evaluated by the Planning Department, a determination will be made regarding the appropriate environmental documentation for your project, in accordance with the CEQA Guidelines.

If no significant environmental impacts are anticipated, or if impacts can be mitigated or avoided by a change or specific requirement in the project's design or operation, a Negative Declaration or Mitigated Negative Declaration will be prepared. If potential significant environmental impacts are identified, an Environmental Impact Report must be prepared, which focuses on the areas of concern identified by the Initial Study.

The City of Industry, as Lead Agency, is required to comply with CEQA. In order to assist us in completing this required environmental review, please provide us with the information outlined below. Please note that upon review of the submitted information, City staff may request additional supporting documentation to assist in the environmental analysis of your project to ensure compliance with CEQA.

This Environmental Information Form works in concert with the other applications. Both need to be completed in order for your application to be accepted as complete. If you need assistance in completing the Environmental Information Form, or have questions regarding the environmental review procedures, please contact the Planning Department at (626) 333-2211.

#### General Information

1. Name developer, agent, or project sponsor: Facility Builders & Erectors Phone Number: (714) 577-8060

Address: 3940 E. Miraloma Ave Anaheim 92806

*Street City Zip*

2. Project name: Rowland Street Assessor's Parcel Number: 8264-010-043

Address: 17788 Rowland Street 91748

*Street Zip*

#### Environmental Setting (Attach additional sheets and photos as necessary)

- Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects:

This project falls within a highly developed industrialized setting with existing footprints.

The project includes renovations to an existing building and parking area. No historic, cultural or scenic aspects

No plants or animals.

- Provide photographs of the site and describe any existing structures onsite and the use of the structures:

The site and surrounding area is fully developed with buildings, paved parking and streets.

3. Describe the surrounding properties (north, east, south, and west of the project site), including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (industrial, commercial, etc.), intensity of land use (warehousing, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.):

All surrounding properties are developed and occupied, industrial use.

4. Provide photographs of the surrounding uses and adjoining properties.

**Project Description (attach additional sheets as necessary)**

1. List and describe any other permits and approvals required for project implementation, including those required by local, regional, state, and/or federal agencies:

n/a

2. List any other development proposals associated with the project and its relationship to a larger project or series of projects, if any:

n/a

3. Demolition proposed: No:  Yes:  Square feet: \_\_\_\_\_

4. Tentative development schedule including start and completion dates, and phasing if proposed:

March - June

5. If commercial or office, indicate the type, whether neighborhood, city or regionally oriented, square footage, anticipated hours of operation, estimated employees per shift and number of shifts, and location of loading facilities and anticipated hours of loading/delivery operations:

n/a

6. If industrial, manufacturing or warehouse, indicate the type and major function, square footage, anticipated hours of operation, estimated employees per shift and number of shifts, and location of loading facilities and anticipated hours of loading/delivery operations:

Developed industrial site with occupied buildings and parking

7. If institutional, indicate the type and major function, square footage, anticipated hours of operation, estimated employees per shift and number of shifts, location of loading facilities and anticipated hours of loading/delivery operations, and community benefits to be derived from project:

n/a

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8. If the project involves an exception, conditional use permit, or re-zoning application, state this and indicate clearly why the application is required:

n/a

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### Potential Environmental Impacts

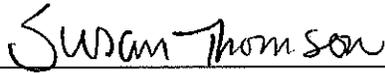
If any of the following items are applicable to your project please discuss (use a separate sheet as necessary).

	Yes	No
1. Change in existing features of any drainage ways or hills, or substantial alteration of any ground contours.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Change in scenic views or vistas from existing residential areas or public lands or roads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Change in pattern, scale, or character of the general area of the project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Result in significant amounts of solid waste or debris.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Change in or introduction of air emissions (e.g., dust, ash, smoke, fumes) or odors in the vicinity during grading and/or construction phases.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Change in surface water (e.g., channel, stream) or ground water quality or quantity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Substantial alteration of existing drainage patterns that could lead to flooding on- or offsite.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Substantial change in noise or vibration levels in the project vicinity during grading and/or construction phases.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Substantial change in traffic patterns and circulation in the project vicinity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Substantial change in topography of project site and/or vicinity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Site located on filled land or on slopes of 10 percent or more.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Substantial change in demand for public services and utilities and service systems (police, fire, water, wastewater, solid waste, electricity, gas, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*What studies have been prepared for this site that might assist the City in reviewing the potential environmental impacts of the project? Some examples of such studies include environmental site assessment, soils and geology study, biological resources study, cultural resources study, hydrology study, etc. These studies may have been prepared for this project or some earlier development project. Supporting documentation or studies may answer questions and facilitate the processing of your application.*

**Certification**

I am the legal owner of the property that is the subject of this application or have been authorized by the owner to act on his/her behalf regarding this application. I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I further acknowledge that any false statements or information presented herein may result in the revocation of any approval or permit granted on the basis of this information.

Name of preparer: Susan Thomson Preparer's signature: 

Date: 2-3-2015

# **Attachment 2**

## **Site Plan**



2/3/15 AGENCY REVIEW  
1/17/14 AGENCY REVIEW

Contractor:  
**FACILITY BUILDERS & ERECTORS, INC.**  
Concept To Completion  
3940 E. Miraloma Avenue  
Anaheim, CA 92806  
Phone (714) 577-8060  
Fax (714) 577-8064  
California License #070072  
Arizona License #123501  
Nevada License #45334

Proposed:  
**FACADE IMPROVEMENTS**  
For:

17788 ROWLAND ST.  
CITY OF INDUSTRY, CA 91748

Project Address:  
17788 ROWLAND ST.  
CITY OF INDUSTRY, CA 91748

Vertrees A&E shall retain all common law  
copyright and other reserved rights,  
including the copyright for this document  
including represented designs and  
specifications.

**SITE PLAN**

Date  
2/3/2015  
VAE Project No.  
0896

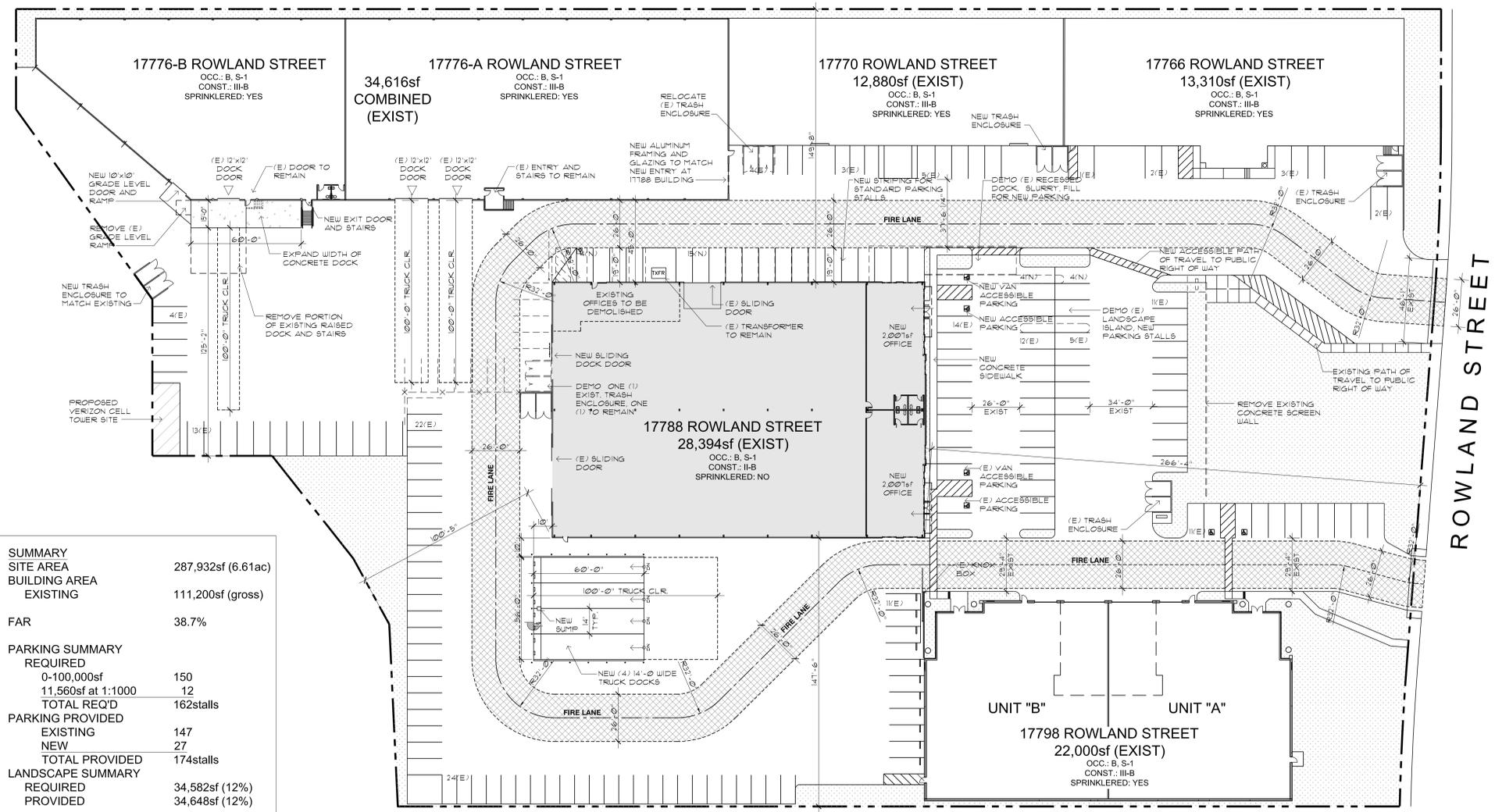
**A1.1**

**KEYNOTES**

**FIRE DEPT. AGENCY NOTES**

- APPROVED BUILDING ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION SHALL BE PROVIDED AND MAINTAINED SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET FRONTING THE PROPERTY. THE NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND BE ARABIC NUMBERS OR ALPHABET LETTERS, AND BE A MINIMUM OF 4 INCHES HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH. FIRE CODE 909.1.
- A KEY BOX SHALL BE PROVIDED AND MAINTAINED AT THE MAIN ENTRANCE EXIT IN ACCORDANCE WITH FIRE CODE 909 AND AS SET FORTH IN THE COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 5.
- ALL FIRE HYDRANTS SHALL MEASURE 6" x 4" x 2-1/2" DRAB OR BROWN CONFORMING TO AMERICAN WATER WORKS ASSOCIATION STANDARD C903 OR APPROVED EQUAL AND SHALL BE INSTALLED IN COMPLIANCE WITH THE COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 8 AND FIRE CODE 909.5 AND REGULATION 7.
- PLANS SHOWING UNDERGROUND PIPING, FIRE DEPARTMENT CONNECTION, OR PRIVATE ON-SITE FIRE HYDRANTS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE CODE 909.2, COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 7.
- THE INSPECTION, HYDROSTATIC TEST AND FLUSHING OF THE UNDERGROUND FIRE PROTECTION PIPING SHALL BE WITNESSED BY AN AUTHORIZED FIRE DEPARTMENT REPRESENTATIVE. NO UNDERGROUND PIPING OR TURBO BLOCKS SHALL BE COVERED WITH EARTH OR HIDDEN FROM VIEW UNTIL THE FIRE DEPARTMENT REPRESENTATIVE HAS BEEN NOTIFIED AND GIVEN NOT LESS THAN 48 HOURS IN WHICH TO INSPECT SUCH INSTALLATION. FIRE CODE 909.3, COUNTY OF LOS ANGELES FIRE DEPARTMENT REGULATION 7.
- THE MEANS OF EGRESS AND EXIT DISCHARGE SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH A LIGHT INTENSITY OF NOT LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE LEVEL. BUILDING CODE 1009.2.
- PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED IN LOCATIONS AS REQUIRED BY FIRE CODE 906.
- CUPBOARDS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF 15 CUBIC YARDS OR MORE SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVES UNLESS AREAS CONTAINING CUPBOARDS OR CONTAINERS ARE PROTECTED BY AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM. FIRE CODE 304.3.3.
- FIRE DEPARTMENT VEHICULAR ACCESS ROADS MUST BE INSTALLED AND MAINTAINED IN A SERVICEABLE MANNER PRIOR TO AND DURING THE TIME OF CONSTRUCTION. FIRE CODE 904.
- FIRE APPARATUS ACCESS ROADS SHALL BE IDENTIFIED WITH APPROVED SIGNS. TEMPORARY SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHERE CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE BY VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANT AND BE MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS. FIRE CODE 909.2.
- WHEN SECURITY GATES ARE PROVIDED, MAINTAIN A MINIMUM ACCESS WIDTH OF 20 FEET. THE SECURITY GATE SHALL BE PROVIDED WITH AN APPROVED MEANS OF EMERGENCY OPERATION AND SHALL BE MAINTAINED OPERATIONAL AT ALL TIMES. ELECTRIC GATE OPERATORS WHERE PROVIDED SHALL BE LISTED IN ACCORDANCE WITH UL 325. GATES INTENDED FOR AUTOMATIC OPERATION SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ASTM F2100. FIRE CODE 909.3.
- THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. BUILDING CODE 1006.3.
- EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. BUILDING CODE 1006.1.9
- PROVIDE APPROVED SIGNS OR OTHER APPROVED NOTICES OR MARKINGS THAT ENCLOSE THE WORK "NO PARKING - FIRE LANE". SIGNS SHALL BE PROVIDED FOR FIRE APPARATUS ACCESS ROADS TO CLEARLY INDICATE THE ENTRANCE TO SUCH ROAD, OR PROHIBIT THE OBSTRUCTION THEREOF AS REQUIRED BY THE FIRE INSPECTOR. FIRE CODE 903.3

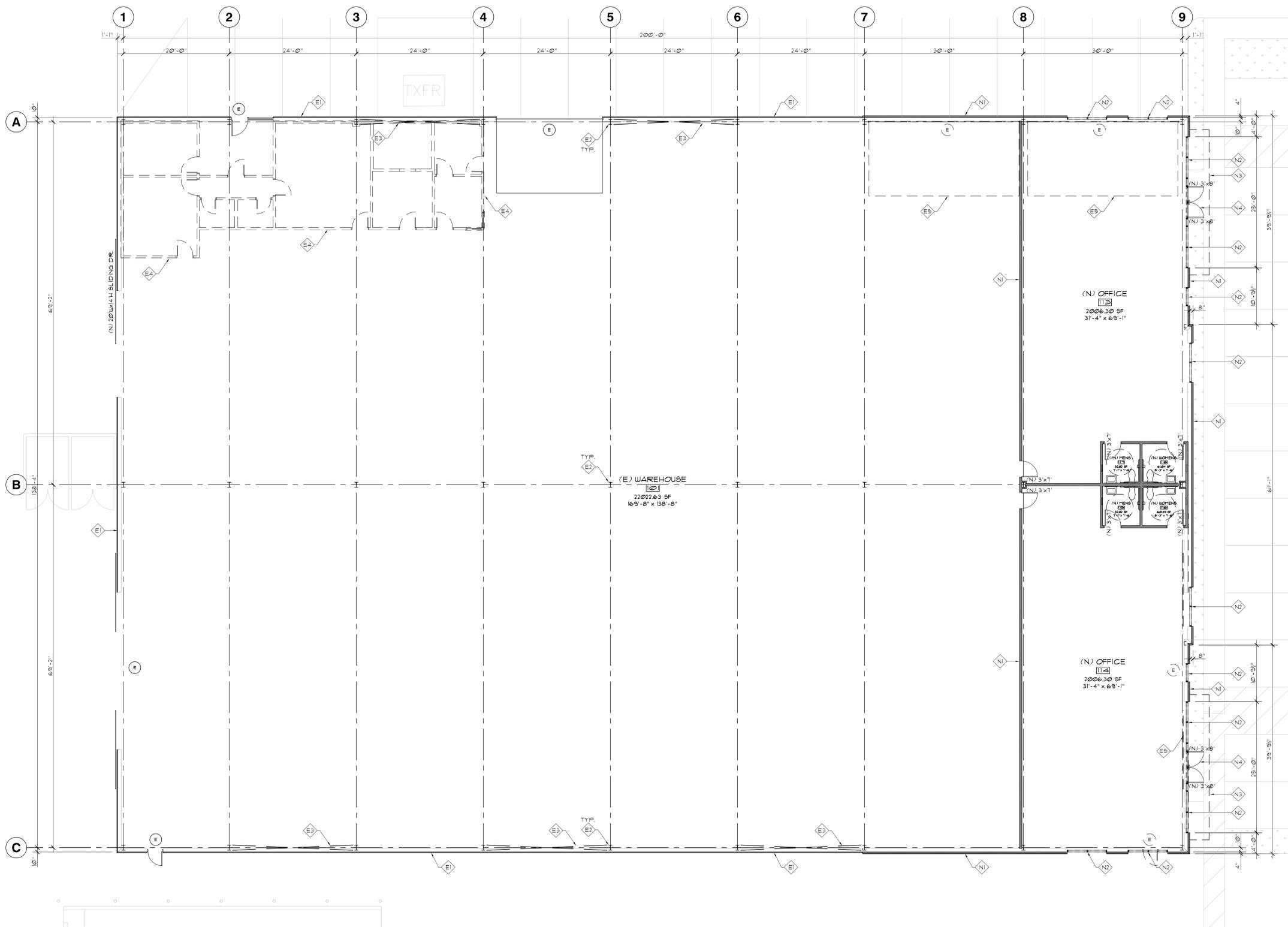
**SITE PLAN** SCALE: 1" = 30'-0"



<b>SUMMARY</b>	
<b>SITE AREA</b>	287,932sf (6.61ac)
<b>BUILDING AREA</b>	
EXISTING	111,200sf (gross)
<b>FAR</b>	38.7%
<b>PARKING SUMMARY</b>	
REQUIRED	
0-100,000sf	150
11,560sf at 1:1000	12
<b>TOTAL REQ'D</b>	162stalls
<b>PARKING PROVIDED</b>	
EXISTING	147
NEW	27
<b>TOTAL PROVIDED</b>	174stalls
<b>LANDSCAPE SUMMARY</b>	
REQUIRED	34,582sf (12%)
PROVIDED	34,648sf (12%)

# **Attachment 3**

## **Floor Plan**



**KEYNOTES**

- E1. EXISTING RIBBED METAL WALL PANELS.
- E2. EXISTING STEEL BUILDING COLUMN.
- E3. EXISTING CROSS BRACING.
- E4. EXISTING OFFICES TO BE DEMOLISHED.
- E5. EXISTING DOOR TO BE REMOVED.
- N1. NEW SMOOTH INSULATED METAL PANELS, PER ELEVATION.
- N2. NEW CLEAR ALUMINUM STOREFRONT WINDOW SYSTEM WITH DARK GRAY TINTED GLASS TO MATCH EXISTING ADJACENT BUILDINGS, PER ELEVATION.
- N3. NEW DECORATIVE STEEL TUBE SUNSCREEN ABOVE WITH STEEL ROD BRACES AND HORIZONTAL STEEL MESH INFILL, PER ELEVATION.
- N4. NEW MEDIUM STILE CLEAR ALUMINUM STOREFRONT DOORS WITH TUBULAR HANDLES AND DARK GRAY TINTED GLASS TO MATCH EXISTING ADJACENT BUILDINGS, PER ELEVATION.
- N5. NEW 4" METAL STUD PORTION WALL.



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2/3/15 AGENCY REVIEW  
1/17/14 AGENCY REVIEW



**Contractor:**  
Facility Builders & Erectors, Inc.  
Concept To Completion  
3940 E. Miraloma Avenue  
Anaheim, CA, 92806  
Phone (714) 577-8060  
Fax (714) 577-8064  
California License #070072  
Arizona License #125501  
Nevada License #45334

Proposed:  
**FACADE IMPROVEMENTS**

For:  
17788 ROWLAND ST.  
CITY OF INDUSTRY, CA 91748

Project Address:  
17788 ROWLAND ST.  
CITY OF INDUSTRY, CA 91748

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**FLOOR PLAN**

Date  
2/3/2015  
VAE Project No.  
0896

**A2.1**

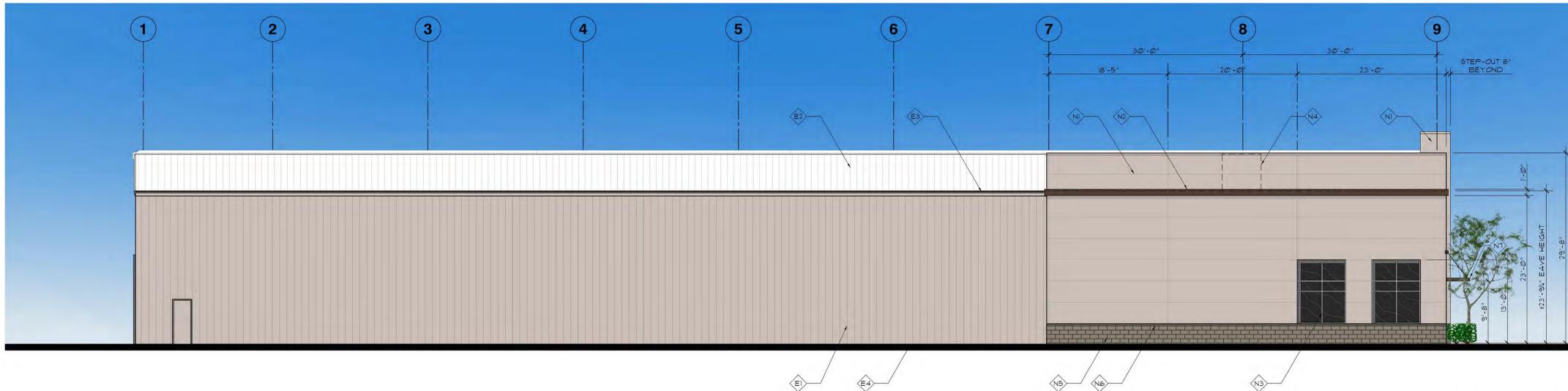
**LEGEND**

- (N) WALL
- (E) WALL
- (E) WALL TO BE DEMOLISHED
- DOOR TYPE
- WINDOW TYPE
- EXISTING CEILING MOUNTED INTERNALLY ILLUMINATED DIRECTIONAL EXIT SIGN
- WALL TYPES

**FLOOR PLAN** SCALE: 1/8" = 1'-0"

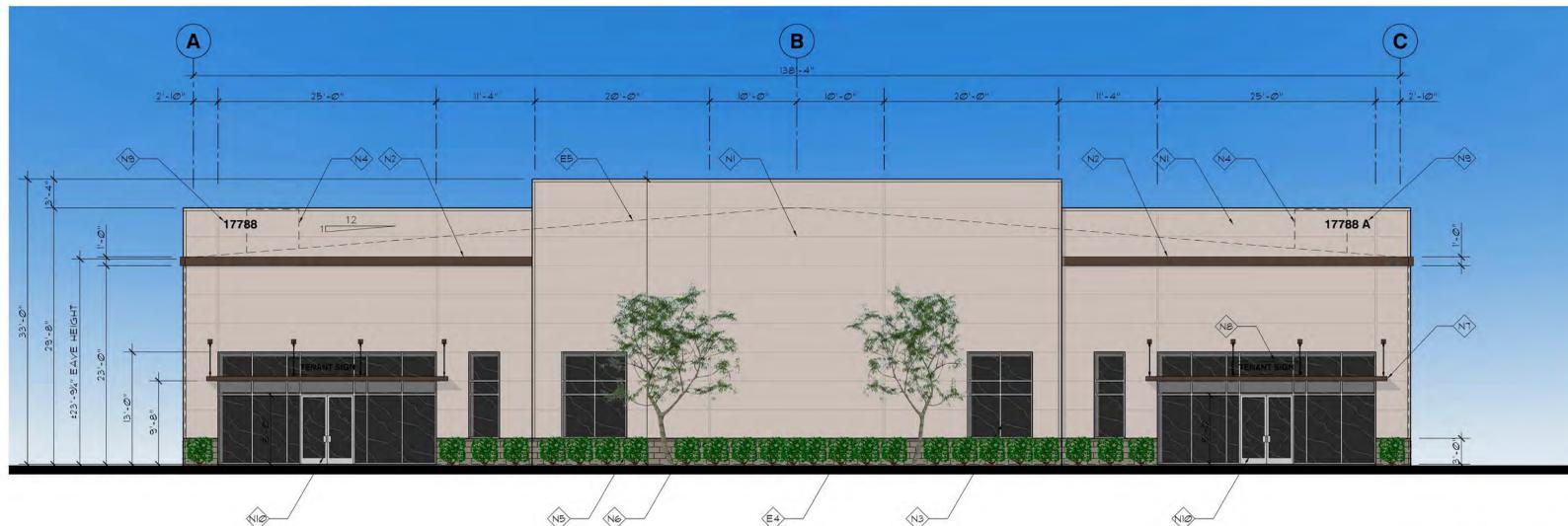
# **Attachment 4**

## **Elevations**



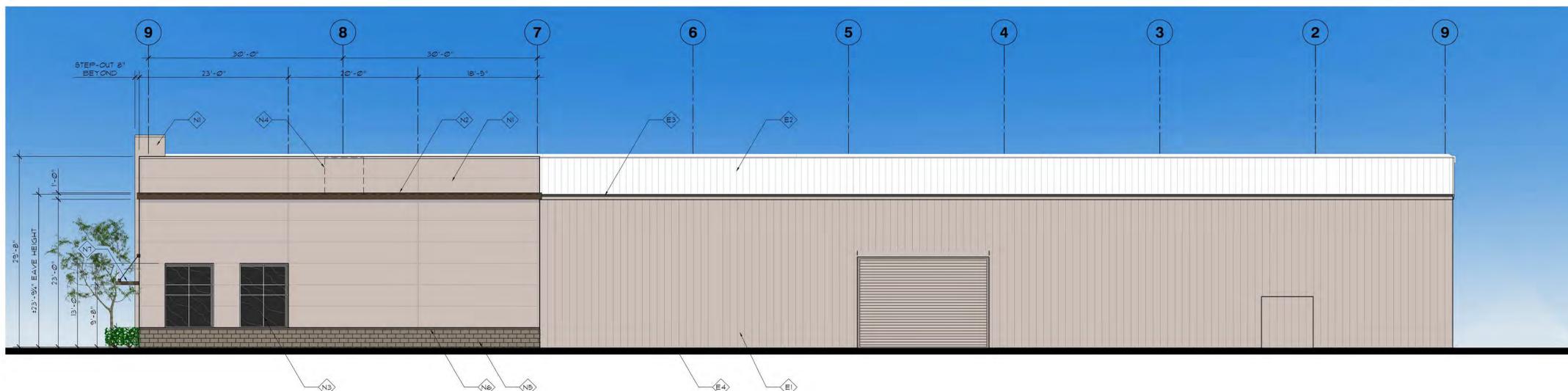
**EAST BUILDING ELEVATION**

SCALE: 1/8" = 1'-0" **3**



**NORTH BUILDING ELEVATION**

SCALE: 1/8" = 1'-0" **2**



**WEST BUILDING ELEVATION**

SCALE: 1/8" = 1'-0" **1**

**KEYNOTES**

- E1. EXISTING RIBBED METAL WALL PANELS, COLOR: FIELD PAINT TO MATCH NEW PANELS AT FRONT OF BUILDING, SANDSTONE.
- E2. EXISTING RIBBED METAL ROOF PANELS, COLOR: WHITE
- E3. EXISTING 24GA METAL GUTTER, COLOR: WHITE
- E4. EXISTING GRADE
- E5. EXISTING LINE OF ROOF, BEYOND.
- E6. EXISTING ROLL-UP DOOR
- E7. EXISTING MAN DOOR.
- N1. NEW SMOOTH INSULATED METAL PANELS, BRAND: ALL WEATHER INSULATED PANELS, MODEL: FLAT (FL40), THICKNESS: 2.5", WIDTH: 40", METAL FACING: 22GA SMOOTH, COATING: PDVF, COLOR: SANDSTONE.
- N2. 12" TALL X 4" DEEP DECORATIVE FORMED METAL BAND, COLOR/FINISH: PDVF, WEATHERED COPPER.
- N3. CLEAR ALUMINUM STOREFRONT WINDOW SYSTEM WITH DARK GRAY TINTED GLASS TO MATCH EXISTING ADJACENT BUILDINGS.
- N4. NEW ROOF TOP HVAC UNITS BEYOND, NOT VISIBLE FROM STREET.
- N5. 8" X 16" C 8" THICK SPLITFACE CMU WAINSCOT, COLOR: ANGELUS, BURNISHED, SANDSTONE.
- N6. 4" TALL PRECISION CMU BAND, COLOR: ANGELUS, BURNISHED, SPICE.
- N7. DECORATIVE STEEL TUBE SUNSCREEN WITH STEEL ROD BRACES AND HORIZONTAL STEEL MESH INFILL, COLOR: PAINT TO MATCH AWIP WEATHERED COPPER.
- N8. TENANT SIGN MOUNTED ON DECORATIVE STEEL FRAME WITH STEEL MESH.
- N9. UNIT ADDRESS - SIZE PER FIRE DEPARTMENT STANDARDS.
- N10. MEDIUM STYLE CLEAR ALUMINUM STOREFRONT DOORS WITH TUBULAR HANDLES AND DARK GRAY TINTED GLASS TO MATCH EXISTING ADJACENT BUILDINGS.

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1/28/15 AGENCY REVIEW  
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**COLOR BUILDING ELEVATIONS**

Date  
1/28/2015  
VAE Project No.  
0896

**A5.1**

# **Attachment 5**

## **Location Map**

# DP 15-4 Location Map



# **Attachment 6**

## **Standard Requirements and Conditions of Approval**



# CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

## **Standard Requirements and Conditions of Approval**

**Application:** Development Plan 15-4  
**Applicant:** Facility Builders & Erectors Inc.  
**Location:** 17788 Rowland Street

### **Conditions of Approval**

*Conditions of approval are unique provisions, beyond the requirements of law, the municipal code, or standard practices that are applied to a project by the City Council per Section 17.36.080 of the Zoning Code. Please note that if the design of your project or site conditions change, the conditions of approval may also change. If you have any questions regarding these requirements, please contact the City of Industry.*

1. There are no unique conditions for this project.

### **Code Requirements and Standards**

*The following is a list of code requirements and standards deemed applicable to the proposed project. The list is intended to assist the applicant by identifying requirements that must be satisfied during the various stages of project permitting, implementation, and operation. It should be noted that this list is in addition to any "conditions of approval" adopted by the City Council and noted above. Please note that if the design of your project or site conditions change, the list may also change. If you have any questions regarding these requirements, please contact the City of Industry.*

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
2. The applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
3. The applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. Such plans shall include: provision for an automatic irrigation/sprinkler system; specimen trees, shrubs, ground cover and/or grass; and specifications for the above to the satisfaction of the Planning Director. Additionally, such plans shall be designed and specimen trees, shrubs, ground cover and/or grass shall be designed so as to integrate compatibly with street parkway landscaping.
4. The applicant shall construct adequate fire protection facilities to the satisfaction of the

Los Angeles County Fire Department.

5. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved development plan.
6. The applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities.
7. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
8. The owner shall dedicate necessary landscape and utility easements along street frontage.
9. Depending upon the nature of the proposed use, the applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer depending on the building use.
10. The applicant shall provide off-street parking as shown on the approved development plan.
11. The applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.
12. The owner shall dedicate necessary easements for street or highway purposes.
13. The applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.
14. The applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. (Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit.)
15. Street lights shall be designed and installed along the street frontage of a development to the satisfaction of the City Engineer.
16. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
17. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site

Record; or District Record, as applicable).

### **Interpretation and Enforcement**

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning Director may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

### **Indemnification and Hold Harmless Condition**

1. The owner of the property that is the subject of this project and the project applicant if different from the property owner, and each of their heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Industry and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.