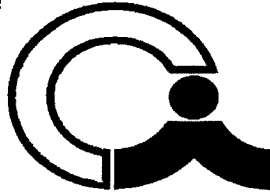


CITY OF INDUSTRY

CITY COUNCIL
SPECIAL MEETING AGENDA

DECEMBER 21, 2017
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Catherine Marcucci
Council Member Newell Ruggles

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

Addressing the City Council:

- ▶ **Agenda Items:** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*
- ▶ **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*
-

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

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for December 21, 2017.

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

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2017-40 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING DEDICATION OF RIGHT-OF-WAY AS SHOWN ON PARCEL MAP NO. 348 FOR THE CHESTNUT AVENUE WAREHOUSE PROJECT PROPERTY LOCATED AT THE SOUTHEAST CORNER OF AZUSA AVENUE AND CHESTNUT AVENUE, CITY OF INDUSTRY, CALIFORNIA, FROM CTPR CHESTNUT, LLC, FABULOUS CHESTNUT, LLC AND FOREVER CHESTNUT, LLC (JN-9168)

RECOMMENDED ACTION: Adopt Resolution No. CC 2017-40.

6.2 Consideration of a Professional Services Agreement with C & C Engineering, Inc. for Valley Boulevard Pavement Repair Survey Services, in an amount not-to-exceed \$31,634.00, from December 21, 2017 to December 21, 2018

RECOMMENDED ACTION: Approve the Agreement.

6.3 Consideration of Amendment No. 1, to the Professional Services Agreement with Karen Wise and Jane Pisano regarding the Review and Analysis of Operations of the Workman and Temple Homestead Museum increasing compensation under the original agreement by \$165,000.00

RECOMMENDED ACTION: Approve Amendment No. 1.

6.4 Consideration of Amendment No. 3, to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority, for the SR 57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

RECOMMENDED ACTION: Approve Amendment No. 3.

- 6.5 Consideration to reject the bids for Contract No. CITY-1440, Tonner Canyon Zipline Construction

RECOMMENDED ACTION: Reject all bids.

7. **CITY COUNCIL COMMITTEE REPORTS**
8. **AB 1234 REPORTS**
9. **CITY COUNCIL COMMUNICATIONS**
10. Adjournment. The next regular City Council Meeting will be Thursday, January 11, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF DECEMBER 21, 2017**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	3,875,959.39
120	CAPITAL IMPROVEMENT FUND	46,271.29
161	IPUC - ELECTRIC	587,909.93
TOTAL ALL FUNDS		4,510,140.61

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	1,502,194.03
REF	REFUSE - CKING ACCOUNT	789,711.59
WFBK	WELLS FARGO - CKING ACCOUNT	2,218,234.99
TOTAL ALL BANKS		4,510,140.61

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
December 21, 2017**

Check	Date			Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1430	12/13/2017			CITY OF INDUSTRY	\$379,966.03
	Invoice	Date	Description		Amount
	12/13/17	12/13/2017	TRANSFER FUNDS-ELECTRIC		\$379,966.03

CITYGEN.CHK - City General

WT1048	12/11/2017			DAMG ALTERNATIVE ENERGY, LLC	\$1,062,228.00
	Invoice	Date	Description		Amount
	1017-A	11/27/2017	MASTER GROUND AGRMT AND AMENDMENTS		\$1,062,228.00
24384	12/13/2017			CIVIC RECREATIONAL INDUSTRIAL	\$60,000.00
	Invoice	Date	Description		Amount
	12/13/17	12/13/2017	TRANSFER FUNDS-CRIA A/P		\$60,000.00

Checks	Status	Count	Transaction Amount
	Total	3	\$1,502,194.03

**CITY OF INDUSTRY
WELLS FARGO REFUSE
December 21, 2017**

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
WT235	12/08/2017		CITY OF INDUSTRY DISPOSAL CO.	\$786,885.75
	Invoice	Date	Description	Amount
	3062273	11/30/2017	REFUSE SVC 11/24-11/30/17	\$786,885.75
80028	12/21/2017		ADVANTAGE UNLIMITED PAVING,	\$2,825.84
	Invoice	Date	Description	Amount
	12/7/2017	12/07/2017	REFUND-CID ACCT #087707	\$2,825.84

Checks	Status	Count	Transaction Amount
	Total	2	\$789,711.59

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67771	12/11/2017		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP17-6 & CUP17-6	12/07/2017	FEE-NOTICE OF EXEMPTION FOR DP 17-6 & CUP 17-	\$75.00
67772	12/11/2017		LEAGUE OF CALIFORNIA CITIES	\$375.00
	Invoice	Date	Description	Amount
	12/13-12/14/17	12/08/2017	REGISTRATION FOR STEVEN AVALOS-	\$375.00
67773	12/12/2017		SAN GABRIEL VALLEY	\$73,000.00
	Invoice	Date	Description	Amount
	C111302017	11/30/2017	INDUSTRY HILLS TRAIL MAINT	\$73,000.00
67774	12/12/2017		SHELL ENERGY NORTH AMERICA-	\$86,350.00
	Invoice	Date	Description	Amount
	1928376	12/04/2017	WHOLESALE USE-NOV 2017	\$80,400.00
	1928377	12/04/2017	CAPACITY-NOV 2017	\$5,950.00
67775	12/13/2017		SAGE ENVIRONMENTAL GROUP	\$17,818.46
	Invoice	Date	Description	Amount
	619	10/09/2017	IBC CHANNEL PRE-STORM SEASON MAINT	\$17,818.46
67776	12/14/2017		BANK OF AMERICA - VISA	\$3,132.11
	Invoice	Date	Description	Amount
	2018-00000704	12/06/2017	11/7-12/6/17 CREDIT CARD EXPENSES-PHILIPS	\$3,132.11
67777	12/14/2017		FRONTIER	\$272.51
	Invoice	Date	Description	Amount
	2018-00000686	11/25/2017	11/25-12/24/17 SVC-EM-21760 GARCIA LN	\$66.18
	2018-00000687	11/25/2017	11/25-12/24/17 SVC-EM-21555 BAKER PKY BLDG 20	\$51.22
	2018-00000688	11/28/2017	11/28-12/27/17 SVC-EM-21912 GARCIA LN-ALARM	\$66.18
	2018-00000689	11/25/2017	11/28-12/27/17 SVC-EM-21700 BAKER PKY BLDG 23	\$51.22

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00000690	11/28/2017	11/28-12/27/17 SVC-EM-179 S GRAND AVE	\$37.71
67778	12/14/2017		ROWLAND WATER DISTRICT	\$2,612.58
	Invoice	Date	Description	Amount
	2018-00000670	11/30/2017	10/17-11/16/17 SVC-1123C HATCHER ST	\$137.29
	2018-00000671	11/30/2017	10/17-11/16/17 SVC-1135 HATCHER ST	\$27.13
	2018-00000672	11/30/2017	10/17-11/16/17 SVC-17217 & 17229 CHESTNUT IRR	\$156.73
	2018-00000673	11/30/2017	10/17-11/17/17 SVC-HURLEY ST & VALLEY	\$314.27
	2018-00000674	11/30/2017	10/17-11/16/17 SVC-18044 ROWLAND-LAWSON	\$409.45
	2018-00000675	11/30/2017	10/17-11/16/17 SVC-17401 VALLEY BLVD	\$570.23
	2018-00000676	11/30/2017	10/17-11/20/17 SVC-930 AZUSA AVE	\$379.07
	2018-00000677	11/30/2017	10/17-11/16/17 SVC-AZUSA AVE 205597	\$95.17
	2018-00000678	11/30/2017	10/16-11/17/17 SVC-AZUSA AVE-CENTER	\$43.33
	2018-00000679	11/30/2017	10/17-11/16/17 SVC-1123 D HATCHER ST	\$117.85
	2018-00000680	11/30/2017	10/17-11/17/17 SVC-AZUSA AVE (RC)	\$42.52
	2018-00000681	11/30/2017	10/17-11/16/17 SVC-755 NOGALES (RC)	\$176.00
	2018-00000682	11/30/2017	10/16-11/17/17 SVC-1100 AZUSA AVE	\$143.54
67779	12/14/2017		SAN GABRIEL VALLEY WATER CO.	\$11,432.54
	Invoice	Date	Description	Amount
	2018-00000652	11/30/2017	10/27-11/29/17 SVC - PELLISSIER	\$633.27
	2018-00000653	11/30/2017	10/27-11/29/17 SVC - IRRIG SALT LAKE/SEVENTH	\$197.70
	2018-00000654	11/30/2017	10/27-11/29/17 SVC - CROSSROADS PKWY SOUTH	\$1,568.69
	2018-00000655	11/30/2017	10/27-11/29/17 SVC - CROSSROADS PKWY STA 103-	\$254.39
	2018-00000656	11/30/2017	10/27-11/29/17 SVC - CROSSROADS PKWY SOUTH	\$1,986.63
	2018-00000657	11/30/2017	10/27-11/29/17 SVC - CROSSROADS PKWY NORTH	\$1,146.85
	2018-00000658	11/30/2017	10/27-11/29/17 SVC - CROSSROADS PKWY STA 129-	\$1,508.21
	2018-00000659	11/30/2017	10/27-11/29/17 SVC - CROSSROADS PKWY STA 111-	\$738.73
	2018-00000660	11/30/2017	10/27-11/29/17 SVC - PELLISSIER	\$560.95
	2018-00000661	11/30/2017	10/27-11/29/17 SVC - PELLISSIER	\$1,336.34
	2018-00000662	11/30/2017	10/27-11/29/17 SVC - PECK/UNION PACIFIC BRIDGE	\$541.42

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00000663	11/30/2017	10/27-11/29/17 SVC - S/E COR OF PELLISSIER	\$959.36
67780	12/14/2017		SO CALIFORNIA EDISON COMPANY	\$1,807.44
	Invoice	Date	Description	Amount
	2018-00000692	11/30/2017	10/26-11/28/17 SVC-205 N HUDSON	\$437.85
	2018-00000693	11/30/2017	10/26-11/28/17 SVC-5010 ENGLISH	\$80.95
	2018-00000694	12/02/2017	11/1-12/1/17 SVC-1 VALLEY/AZUSA OL1	\$15.70
	2018-00000695	11/29/2017	1026-11/28/17 SVC-137 N HUDSON AVE	\$337.46
	2018-00000696	12/02/2017	11/1-12/1/17 SVC-600 BREA CYN RD	\$475.78
	2018-00000697	12/05/2017	11/1-12/4/17 SVC-208 S WADDINGHAM WAY CP	\$137.23
	2018-00000698	12/05/2017	11/1-12/1/17 SVC-VARIOUS SITES-INTERCONNECT	\$322.47
67781	12/14/2017		SOCALGAS	\$95.38
	Invoice	Date	Description	Amount
	2018-00000683	11/30/2017	10/26-11/28/17 SVC-710 NOGALES ST	\$16.27
	2018-00000684	12/04/2017	10/30-11/30/17 SVC-2700 CHINO HILLS PKWY	\$63.82
	2018-00000685	12/04/2017	10/30-11/30/17 SVC-1 INDUSTRY HILLS PKY	\$15.29
67782	12/14/2017		SUBURBAN WATER SYSTEMS	\$291.82
	Invoice	Date	Description	Amount
	2018-00000691	12/04/2017	11/03-12/4/17 SVC-NE CNR VALLEY/STIMSON	\$291.82
67783	12/14/2017		VERIZON WIRELESS - LA	\$1,491.03
	Invoice	Date	Description	Amount
	9797030482	11/26/2017	11/27-12/26/17 SVC-VARIOUS WIRELESS SVC	\$1,491.03
67784	12/21/2017		ADVANCED DISCOVERY, INC.	\$1,779.60
	Invoice	Date	Description	Amount
	B218252	11/30/2017	DOCUMENT MGMGT SVC-NOV 2017	\$1,779.60
67785	12/21/2017		ALL AMERICAN ELECTRIC	\$9,312.84

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	5925	11/29/2017	INSTALLED TWO RECEPTACLES-CITY HALL	\$1,041.04
	5917	11/20/2017	REPLACED TIME CLOCKS-BLDG ADJACENT TO CITY	\$339.63
	5930	12/01/2017	INSTALLED CAT 6E CABLES-CITY HALL	\$603.43
	5929	12/01/2017	SERVICE CALL-CITY HALL	\$369.42
	5926	12/01/2017	EMERGENCY SVC-CITY HALL	\$6,959.32
67786	12/21/2017		ANNEALTA GROUP	\$132,665.00
	Invoice	Date	Description	Amount
	1131	12/04/2017	17585 COLIMA RD #C	\$170.00
	1132	12/04/2017	221 S. HACIENDA BLVD	\$935.00
	1130	12/04/2017	15495 VALLEY BLVD	\$990.00
	1129	12/04/2017	13031 E. TEMPLE AVE	\$127.50
	1126	12/04/2017	PLANNING SUPPORT-NOV 2017	\$40,857.50
	1127	12/04/2017	STORMWATER COMPLIANCE	\$46,917.50
	1128	12/04/2017	GENERAL DEVELOPMENT SVC	\$42,667.50
67787	12/21/2017		CAL NET TECHNOLOGY GROUP	\$1,450.00
	Invoice	Date	Description	Amount
	166337	11/07/2017	LASERFICHE UPGRADE	\$1,450.00
67788	12/21/2017		CITY OF INDUSTRY	\$1,978.50
	Invoice	Date	Description	Amount
	2018-00000032	11/30/2017	IH FUEL PUMPS-CITY HALL VEHICLES	\$1,105.12
	2018-00000030	11/30/2017	IH FUEL PUMPS-SECURITY VEHICLES	\$873.38
67789	12/21/2017		CITY OF INDUSTRY-PAYROLL ACCT	\$200,000.00
	Invoice	Date	Description	Amount
	P/R 12/31/17	12/15/2017	REIMBURSE FOR PAYROLL 12/31/17	\$200,000.00
67790	12/21/2017		CITY OF INDUSTRY-REFUSE	\$11,525.15

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3061441	12/01/2017	DISP SVC-CITY BUS STOPS	\$4,376.33
	3060349	11/30/2017	DISP SVC-HADDICK'S YD	\$1,509.92
	3060359	11/30/2017	DISP SVC-205 HUDSON AVE	\$275.59
	3061140	12/01/2017	DISP SVC-205 HUDSON AVE	\$192.82
	3061141	12/01/2017	DISP SVC-841 7TH AVE	\$192.82
	3060304	11/30/2017	DISP SVC-1123 HATCHER AVE	\$2,924.82
	3060905	12/01/2017	DISP SVC-TRES HERMANOS	\$144.83
	3060904	12/01/2017	DISP SVC-CAMP COURAGE	\$300.00
	3060903	12/01/2017	DISP SVC-CITY HALL	\$313.42
	3060902	12/01/2017	DISP SVC-TONNER CYN MAINT YD	\$1,294.60
67791	12/21/2017		CNC ENGINEERING	\$11,839.39
	Invoice	Date	Description	Amount
	456434	12/06/2017	GENERAL ENGINEERING SVC 11/27-12/03/17	\$1,550.27
	456435	12/06/2017	NPDES STORM WATER	\$898.59
	456436	12/06/2017	AJAX AVE STORM DRAIN	\$83.15
	456437	12/06/2017	UNRUH AVE/DON JULIAN RECONSTRUCTION	\$648.60
	456445	12/06/2017	VARIOUS ASSIGNMENTS RELATED TO SA	\$4,701.24
	456418	11/30/2017	VALLEY BLVD PCC PAVEMENT RECONSTRUCTION	\$3,957.54
67792	12/21/2017		COMFORT SYSTEMS USA	\$7,876.46
	Invoice	Date	Description	Amount
	269340	12/05/2017	A/C PREVENTIVE MAINT-EL ENCANTO	\$1,973.83
	268688	11/17/2017	A/C PREVENTIVE MAINT-EL ENCANTO	\$1,973.83
	268806	11/22/2017	A/C REPAIR-EL ENCANTO	\$3,673.80
	268730	11/17/2017	A/C REPAIR-EL ENCANTO	\$255.00
67793	12/21/2017		CORDOBA CORPORATION	\$156,970.00
	Invoice	Date	Description	Amount
	217578	12/11/2017	REAL ESTATE ADVISORY-NOV 2017	\$45,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	217593	12/12/2017	UTILITY ADMINISTRATION-NOV 2017	\$111,970.00
67794	12/21/2017		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81850055	11/30/2017	GEOGRAPHIC PKG-NOV 2017	\$192.50
67795	12/21/2017		COSTCO WHOLESALE	\$142.30
	Invoice	Date	Description	Amount
	899562	12/01/2017	OFFICE SUPPLIES	\$142.30
67796	12/21/2017		COUNTY OF LA DEPT OF PUBLIC	\$30,867.66
	Invoice	Date	Description	Amount
	PW-17110903220	11/09/2017	TRAFFIC SIGNAL MAINT	\$3,359.97
	PW-17110903219	11/09/2017	TRAFFIC SIGNAL MAINT	\$27,507.69
67797	12/21/2017		COUNTY OF LA, CHIEF	\$34,138.00
	Invoice	Date	Description	Amount
	LAR-IAC-5-162	06/01/2017	DIGITAL IMAGERY-LA REGION	\$34,138.00
67798	12/21/2017		CRIA-EQUESTRIAN CENTER	\$280.50
	Invoice	Date	Description	Amount
	03-3938	11/30/2017	BANQUET RENTAL-LEGISLATIVE BREAKFAST	\$280.50
67799	12/21/2017		CSMFO	\$110.00
	Invoice	Date	Description	Amount
	2018 DUES	11/01/2017	MEMBERSHIP DUES-SUSAN PARAGAS	\$110.00
67800	12/21/2017		DIRECTV - FOR BUSINESS	\$10.49
	Invoice	Date	Description	Amount
	32968644632	12/01/2017	RSN FEE	\$10.49

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67801	12/21/2017		EASYLINK SERVICES	\$68.50
	Invoice	Date	Description	Amount
	07634191712	12/02/2017	FAX SVC-NOV 2017	\$68.50
67802	12/21/2017		EGOSCUE LAW GROUP	\$3,850.00
	Invoice	Date	Description	Amount
	11784	12/05/2017	LEGAL SVC-FOLLOW'S CAMP	\$3,850.00
67803	12/21/2017		FEDERAL EXPRESS CORP.	\$251.47
	Invoice	Date	Description	Amount
	6-019-28382	12/08/2017	MESSENGER SVC	\$251.47
67804	12/21/2017		FERGUSON ENTERPRISES, INC	\$993.13
	Invoice	Date	Description	Amount
	5447956	12/01/2017	PLUMBLING SUPPLIES-TONNER CYN	\$993.13
67805	12/21/2017		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	00089897	12/01/2017	MONTHLY ELEVATOR SVC-CITY HALL	\$138.00
67806	12/21/2017		GREATLAND CORPORATION	\$144.05
	Invoice	Date	Description	Amount
	5748923 RI	12/01/2017	1099 TAX FORMS	\$144.05
67807	12/21/2017		HADDICK'S AUTO BODY	\$314.00
	Invoice	Date	Description	Amount
	H-80153	11/29/2017	TOWING SVC-DONATION BOX	\$137.00
	H-77749	11/29/2017	TOWING SVC-DONATION BOX	\$137.00
	181459	11/21/2017	CONTAINER STORAGE	\$40.00
67808	12/21/2017		HISTORICAL RESOURCES, INC.	\$40,489.92

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	12/15/17	12/15/2017	REIMBURSEMENT FOR OFFICE SUPPLIES	\$417.52
	12/15/17-A	12/15/2017	AGRMT REIMBURSEMENT FOR DEC 2017	\$40,072.40
67809	12/21/2017		HISTORICAL RESOURCES, INC.	\$350.00
	Invoice	Date	Description	Amount
	1055	10/15/2017	REIMBURSE FOR INVENTORY OF ARTIFACTS	\$350.00
67810	12/21/2017		INDUSTRY SECURITY SERVICES	\$34,115.27
	Invoice	Date	Description	Amount
	14-21799	12/01/2017	SECUIRITY SVC-EXPO CENTER BACK GATE	\$110.43
	14-21842	12/08/2017	VEHICLE FUEL-TRES HERMANOS	\$788.50
	14-21839	12/08/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-21789	12/01/2017	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-21837	12/08/2017	SECURITY SVC 12/1-12/7/17	\$14,418.42
	14-21787	12/01/2017	SECUIRITY SVC 11/24-11/30/17	\$14,423.68
67811	12/21/2017		INDUSTRY TIRE SERVICE	\$404.29
	Invoice	Date	Description	Amount
	0278779	12/06/2017	REPAIR LOOSE TIRE	\$35.00
	0278655	11/30/2017	NEW TIRE-LIC 29260EI	\$201.79
	0278850	12/08/2017	TIRE REPAIR-SKIP LOADER	\$167.50
67812	12/21/2017		IRRI-CARE PLUMBING & BACKFLOW	\$240.00
	Invoice	Date	Description	Amount
	8415	12/06/2017	BACKFLOW TESTING-VARIOUS SITES	\$240.00
67813	12/21/2017		JEFF PARRIOTT PHOTOGRAPHIC	\$3,000.00
	Invoice	Date	Description	Amount
	00536	12/15/2017	PROF SVC-HOMESTEAD	\$3,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67814	12/21/2017		JMDiaz, Inc.	\$235,634.76
Invoice	Date	Description	Amount	
012(17-188)	11/30/2017	STAFF AUGMENTATION-NOV 2017	\$235,634.76	
67815	12/21/2017		KLINE'S PLUMBING, INC.	\$660.00
Invoice	Date	Description	Amount	
10513	11/08/2017	EMERGENCY REPAIR-HOMESTEAD	\$480.00	
10554	12/12/2017	EMERGENCY CALL-CITY HALL	\$180.00	
67816	12/21/2017		L A COUNTY DEPT OF PUBLIC	\$1,104.05
Invoice	Date	Description	Amount	
IN180000412	11/30/2017	ACCIDENT-AMAR @ ECHELON AVE	\$156.11	
IN180000401	11/27/2017	ACCIDENT-TEMPLE @ VINELAND	\$947.94	
67817	12/21/2017		L A COUNTY SHERIFF'S	\$795,143.39
Invoice	Date	Description	Amount	
181722CY	12/06/2017	SHERIFF CONTRACT-NOV 2017	\$795,143.39	
67818	12/21/2017		LANG, HANSEN, O'MALLEY &	\$25,000.00
Invoice	Date	Description	Amount	
6700	12/04/2017	LEGISLATIVE SVC-DEC 2017	\$25,000.00	
67819	12/21/2017		LOCKS PLUS	\$54.05
Invoice	Date	Description	Amount	
24064	12/11/2017	DUPLICATE KEYS	\$54.05	
67820	12/21/2017		MERRITT'S ACE HARDWARE	\$163.95
Invoice	Date	Description	Amount	
102352	12/04/2017	MISC SUPPLIES-HOMESTEAD	\$60.15	
099884	08/01/2017	MISC SUPPLIES-HOMESTEAD	\$32.71	
100085	08/10/2017	MISC SUPPLIES-HOMESTEAD	\$56.34	

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	102071	11/17/2017	MISC SUPPLIES-HOMESTEAD	\$5.46
	102259	11/29/2017	MISC SUPPLIES-HOMESTEAD	\$9.29
67821	12/21/2017		MICHAEL BAKER INTERNATIONAL,	\$5,270.00
	Invoice	Date	Description	Amount
	998680	12/12/2017	PLANNING SUPPORT-NOV 2017	\$5,270.00
67822	12/21/2017		NEOFUNDS BY NEOPOST	\$500.00
	Invoice	Date	Description	Amount
	IN0000011282450A	11/06/2017	POSTAGE-FINANCE	\$500.00
67823	12/21/2017		NOBEL SYSTEMS, INC.	\$37,541.30
	Invoice	Date	Description	Amount
	14208	11/30/2017	GEOGRAPHIC INFORMATION SYSTEM	\$37,541.30
67824	12/21/2017		PACIFIC UTILITY INSTALLATION	\$1,470.00
	Invoice	Date	Description	Amount
	16234	11/30/2017	OPERATIONS AND MAINT-SUBSTATION	\$1,470.00
67825	12/21/2017		PEGEX, INC.	\$6,341.50
	Invoice	Date	Description	Amount
	0050552-11011405	12/06/2017	HAZARDOUS WASTE DISPOSAL	\$6,341.50
67826	12/21/2017		PITNEY BOWES, INC.	\$111.74
	Invoice	Date	Description	Amount
	3101757670	11/30/2017	POSTAGE MACHINE ON FIRST FLOOR-DEC 2017	\$111.74
67827	12/21/2017		POST ALARM SYSTEMS	\$286.90
	Invoice	Date	Description	Amount
	1027305	12/05/2017	MONITORING SVC-HOMESTEAD	\$286.90

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67828	12/21/2017		POSTMASTER	\$284.00
	Invoice	Date	Description	Amount
	BOX RENTAL #3366	12/08/2017	ANNUAL FEE-PO BOX 3366	\$284.00
67829	12/21/2017		PREMIERE DESIGNS AVL	\$975.05
	Invoice	Date	Description	Amount
	2494	12/04/2017	INSTALLED SECURITY CAMERAS-CITY HALL	\$975.05
67830	12/21/2017		PUENTE HILLS CHEVROLET	\$2,182.25
	Invoice	Date	Description	Amount
	92205	11/16/2017	AUTO MAINT-LIC 7C21316	\$2,182.25
67831	12/21/2017		QUALITY CODE PUBLISHING LLC	\$1,200.00
	Invoice	Date	Description	Amount
	2017-434	11/30/2017	CODIFICATION SVC TO THE INDUSTRY MUNICIPAL	\$1,200.00
67832	12/21/2017		QUINN COMPANY	\$2,098.94
	Invoice	Date	Description	Amount
	WE85436	12/04/2017	REPAIR OF CATERPILLAR MODEL 430EST	\$2,098.94
67833	12/21/2017		R.F. DICKSON CO., INC.	\$17,594.06
	Invoice	Date	Description	Amount
	2508873	11/30/2017	STREET & PARKING LOT SWEEPING	\$17,594.06
67834	12/21/2017		RESERVE ACCOUNT	\$500.00
	Invoice	Date	Description	Amount
	12/13/17	12/13/2017	POSTAGE FOR ACCOUNT #15775679	\$500.00
67835	12/21/2017		REYES & SONS ELECTRIC, INC.	\$1,550.00
	Invoice	Date	Description	Amount
	77779102	11/30/2017	EMERGENCY CALL-CITY HALL	\$1,550.00

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67836	12/21/2017		RICOH USA, INC.	\$899.71
	Invoice	Date	Description	Amount
	5051554781	12/06/2017	METER READING-VARIOUS COPIERS	\$728.20
	5051487838	12/03/2017	METER READING-IPUC COPIER	\$171.51
67837	12/21/2017		RICOH USA, INC.	\$303.60
	Invoice	Date	Description	Amount
	57085252	12/15/2017	COPIER LEASE-IPUC	\$303.60
67838	12/21/2017		SAGE ENVIRONMENTAL GROUP	\$40,760.00
	Invoice	Date	Description	Amount
	629	12/04/2017	BIOLOGICAL SVC-FOLLOW'S CAMP	\$40,760.00
67839	12/21/2017		SAN GABRIEL VALLEY	\$87,809.25
	Invoice	Date	Description	Amount
	CI113417	12/06/2017	LANDCAPE & MAINT SVC 11/16-11/30/17	\$21,773.85
	CI113517	11/30/2017	LANDCAPE & MAINT SVC 9/18-9/29/17	\$9,203.85
	CI113117	11/30/2017	LANDCAPE & MAINT SVC 10/2-10/13/17	\$12,533.85
	CI113217	11/30/2017	LANDSCAPE & MAINT SVC 10/16-10/31/17	\$16,658.85
	CI113317	11/30/2017	LANDCAPE & MAINT SVC 11/1-11/15/17	\$27,638.85
67840	12/21/2017		SAN GABRIEL VALLEY NEWSPAPER	\$1,206.80
	Invoice	Date	Description	Amount
	0011049176	12/05/2017	PUBLICATION NOTICE FOR RFQ-EXPO BARN	\$838.00
	001047176	12/01/2017	NOTICE OF PUBLIC HEARING	\$368.80
67841	12/21/2017		SAN GABRIEL VALLEY NEWSPAPER	\$1,068.50
	Invoice	Date	Description	Amount
	0000354563	11/30/2017	MONTHLY ADVERTISING-HOMESTEAD	\$1,068.50

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67842	12/21/2017		SCS FIELD SERVICES	\$14,515.08
	Invoice	Date	Description	Amount
	0314898	11/30/2017	IH-MAINT LANDFILL GAS SYSTEM	\$14,515.08
67843	12/21/2017		SHERWIN-WILLIAMS	\$39.15
	Invoice	Date	Description	Amount
	6575-1	11/27/2017	MISC SUPPLIES FOR FIRE HYDRANT-TONNER CYN	\$39.15
67844	12/21/2017		SOUTH COAST A.Q.M.D.	\$505.74
	Invoice	Date	Description	Amount
	3199484	11/16/2017	FLAT FEE EMISSIONS-CITY HALL	\$127.46
	3196253	11/16/2017	ICE EM ELEC-CITY HALL	\$378.28
67845	12/21/2017		SST CONSTRUCTION, LLC	\$330.00
	Invoice	Date	Description	Amount
	30125	11/30/2017	PREVENTIVE MAINT-METRO SOLAR	\$330.00
67846	12/21/2017		STAPLES BUSINESS ADVANTAGE	\$2,952.99
	Invoice	Date	Description	Amount
	8047501630	11/18/2017	OFFICE SUPPLIES	\$1,691.16
	8047711603	12/02/2017	OFFICE SUPPLIES	\$1,261.83
67847	12/21/2017		STATE WATER RESOURCES	\$11,195.00
	Invoice	Date	Description	Amount
	WD-0129433	12/05/2017	ANNUAL PERMIT FEE-15651 STAFFORD ST	\$11,195.00
67848	12/21/2017		SULLY MILLER CONTRACTING	\$780.90
	Invoice	Date	Description	Amount
	#12CITY-1421	12/01/2017	VALLEY BLVD RECONSTRUCTION	\$822.00
67849	12/21/2017		U.S. NATIONAL BANK	\$41.10

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	#12CITY-1421-RET	12/01/2017	RETENTION-VALLEY BLVD RECONSTRUCTION	\$41.10
67850	12/21/2017		TPX COMMUNICATIONS	\$985.80
	Invoice	Date	Description	Amount
	97541900-0	11/30/2017	INTERNET SVC-HOMESTEAD	\$985.80
67851	12/21/2017		TPX COMMUNICATIONS	\$6,721.57
	Invoice	Date	Description	Amount
	97852630-0	11/30/2017	INTERNET SVC-CITY/METRO/IPUC	\$6,721.57
67852	12/21/2017		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	980203122017	12/07/2017	MAINT SVC-METRO SOLAR	\$1,726.67
67853	12/21/2017		TROUSDALE CONSULTING	\$1,200.00
	Invoice	Date	Description	Amount
	INV-02	11/20/2017	PROF SVC-EL ENCANTO	\$1,200.00
67854	12/21/2017		UNDERGROUND SERVICE ALERT OF	\$49.60
	Invoice	Date	Description	Amount
	1120170158	12/01/2017	DIG ALERTS	\$49.60
67855	12/21/2017		UNIVERSITY OF LA VERNE	\$5,380.00
	Invoice	Date	Description	Amount
	12/13/17	12/13/2017	SPRING 2018 TUITION-IVETTE PADILLA ID #11865029	\$5,380.00
67856	12/21/2017		USA FACT, INC.	\$8.95
	Invoice	Date	Description	Amount
	7111735	11/04/2017	BACKGROUND CHECK SVC	\$8.95

**CITY OF INDUSTRY
WELLS FARGO BANK
December 21, 2017**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
67857	12/21/2017		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	48777	12/01/2017	JANITORIAL SVC-HOMESTEAD	\$995.00
67858	12/21/2017		WEATHERITE SERVICE	\$1,506.30
	Invoice	Date	Description	Amount
	L173376	09/06/2017	A/C MAINT-CITY HALL	\$652.30
	L174675	11/30/2017	A/C MAINT-15660 STAFFORD/15559 RAUSCH	\$854.00
67859	12/21/2017		WEGER, KRISTEN	\$2,991.19
	Invoice	Date	Description	Amount
	WINTER 2018	12/15/2017	REIMBURSEMENT FOR TUITION-WINTER 2018 AT	\$2,991.19
67860	12/21/2017		WEST COAST ARBORISTS, INC.	\$13,500.00
	Invoice	Date	Description	Amount
	1-3641	12/11/2017	TREE AND STUMP REMOVAL-HOMESTEAD	\$3,500.00
	1-3640	12/11/2017	TREE PRUNING AND REMOVAL-150 N. HACIENDA	\$6,600.00
	1-3636	12/11/2017	TREE PRUNING-CITY HALL	\$3,400.00
67861	12/21/2017		WINDSTREAM	\$845.26
	Invoice	Date	Description	Amount
	69555681	12/10/2017	CITY HALL PHONE SVC-DEC 2017	\$845.26

Checks	Status	Count	Transaction Amount
	Total	91	\$2,218,234.99

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: Roberto Ramirez, City Engineer, Cordoba Corporation
Joshua Nelson, Regional Vice President, CNC Engineering
Vladislav Skrejev, Survey Manager, CNC Engineering

DATE: December 21, 2017

SUBJECT: Consideration of Resolution No. CC 2017-40 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING DEDICATION OF RIGHT-OF-WAY AS SHOWN ON PARCEL MAP NO. 348 FOR THE CHESTNUT AVENUE WAREHOUSE PROJECT PROPERTY LOCATED AT THE SOUTHEAST CORNER OF AZUSA AVENUE AND CHESTNUT AVENUE, CITY OF INDUSTRY, CALIFORNIA, FROM CTPR CHESTNUT, LLC, FABULOUS CHESTNUT, LLC AND FOREVER CHESTNUT, LLC (JN-9198)

Background:

The City Council approved Development Plan 15-12 on November 10, 2016. The project consisted of five new industrial warehouse buildings totaling 614,597 square feet. The project also included two new streets that were named at the July 27, 2017 City Council Meeting. In addition, the project constructed public storm drains and public electrical utilities across the private property.

Discussion:

CTPR, LLC a Delaware Limited Liability Company, Fabulous Chestnut, LLC a California Limited Liability Company, and Forever Chestnut, LLC a California Limited Liability Company, the owners of the property shown on Parcel Map No. 348, have by the signature of their principals on the map, offered to dedicate to the City of Industry fee interest in real property for street and highway purposes, storm drain purposes, and public utility purposes. These dedications must be accepted by the City Council.

Fiscal Impact:

The project's only fiscal impact will include the City installing street signs.

Recommendation:

Staff recommends that the City Council accept the fee interest in real property for street and highway purposes, and the easement rights for storm and drain and utility purposes and have the map signed and sealed by the Chief Deputy City Clerk, as proof of the City's acceptance.

Exhibit:

A. Resolution No. CC 2017-40

PJP/RR/JN/VS:jv

EXHIBIT A

Resolution No. CC 2017-40

[Attached]

RESOLUTION NO. CC 2017-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING DEDICATION OF RIGHT-OF-WAY AS SHOWN ON PARCEL MAP NO. 348, FOR THE CHESTNUT AVENUE WAREHOUSE PROJECT PROPERTY LOCATED AT THE SOUTHEAST CORNER OF AZUSA AVENUE AND CHESTNUT AVENUE, CITY OF INDUSTRY, CALIFORNIA, FROM CTPR CHESTNUT, LLC, FABULOUS CHESTNUT, LLC AND FOREVER CHESTNUT, LLC

WHEREAS, CTPR Chestnut, LLC, Fabulous Chestnut, LLC and Forever Chestnut, LLC have made an irrevocable offer of dedication of real property for public street purposes and easements for storm drain and public utility purposes, located at the southeast corner of Azusa Avenue and Chestnut Avenue, City of Industry, California ("Property"), as set forth on Parcel Map No. 348, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the public necessity requires the dedication of public street right of way and storm drain and public utility easements at the Property; and

WHEREAS, pursuant to Government Code Section 7050, the City Council may accept the irrevocable offer of dedication of real property for a public purpose.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby accepts on behalf of the public for public street purposes and easements for storm drain and public utility purposes the Property for dedication by CTPR Chestnut, LLC, Fabulous Chestnut, LLC and Forever Chestnut, LLC, as described in Exhibit "A".

SECTION 3. The City Clerk is directed to affix a certificate to the deed attesting to the adoption of this resolution and record the deed with the Los Angeles County Recorder.

SECTION 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a special meeting held on December 21, 2017, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, Chief Deputy City Clerk

NUMBER OF PARCELS = 5
NUMBER OF LETTERED LOTS = 7
GROSS AREA = 30.540 ACRES
NET AREA = 28.823 ACRES

PARCEL MAP NO. 348

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF PARCELS 1, 2, AND 3, OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, TOGETHER WITH A PORTION OF LOT 7 OF ROWLAND ADDITION NO. 2, AS PER MAP RECORDED IN BOOK 4, PAGE 7 OF MAPS AND A PORTION OF LOT 2 OF BIDART TRACT, AS PER MAP RECORDED IN BOOK 15, PAGE 79 OF MAPS, AND A PORTION OF LOT "A" OF TRACT NO. 746, AS PER MAP RECORDED IN BOOK 15, PAGE 175 OF MAPS, ALL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION, AND WE HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF INDUSTRY ALL STREETS, HIGHWAYS, OTHER PUBLIC RIGHT-OF-WAYS (LOTS "A", "B", "C", "D", "E", "F", AND "G"), AND WE HEREBY DEDICATE TO THE CITY OF INDUSTRY, A VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES OVER PARCELS 1, 2, 3, 4, AND 5, AND A VARIABLE WIDTH STORM DRAIN EASEMENT, ALL AS SHOWN ON THE MAP TOGETHER WITH ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

CTPR CHESTNUT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

FABULOUS CHESTNUT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

FOREVER CHESTNUT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
PRINT NAME: _____
PRINT TITLE: _____

BENEFICIARY'S STATEMENT:

ROBHANA INC., A CALIFORNIA CORPORATION, UNDER DEED OF TRUST RECORDED DECEMBER 16, 2016 AS INSTRUMENT NO. 20161600331 OF OFFICIAL RECORDS.

BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

BENEFICIARY'S STATEMENT:

PREFERRED BANK, A CALIFORNIA BANKING CORPORATION UNDER DEED OF TRUST RECORDED DECEMBER 16, 2016 AS INSTRUMENT NO. 20161600331 OF OFFICIAL RECORDS, BY COLLATERAL ASSIGNMENT RECORDED MARCH 13, 2017 AS INSTRUMENT NO. 20170283151 OF OFFICIAL RECORDS.

BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

BENEFICIARY'S STATEMENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, UNDER DEED OF TRUST RECORDED DECEMBER 16, 2016 AS INSTRUMENT NO. 20161600336 OF OFFICIAL RECORDS.

BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

BENEFICIARY'S STATEMENT:

CATHAY BANK, A CALIFORNIA BANKING CORPORATION, UNDER DEED OF TRUST RECORDED MARCH 31, 2017 AS INSTRUMENT NO. 20170357259 OF OFFICIAL RECORDS.

BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
PRINT TITLE: _____ PRINT TITLE: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CTPR CHESTNUT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FABULOUS CHESTNUT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND FOREVER CHESTNUT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS OWNERS. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN TWENTY FOUR MONTHS FROM THE FILING DATE OF THIS MAP IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. 12/31/17

DATE _____



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

ROBERTO RAMIREZ, R.C.E. 66871
REG. EXP. _____
DEPUTY CITY ENGINEER, CITY OF INDUSTRY

DATE _____



I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT. REVIEWED FOR THE CITY OF INDUSTRY BY CNC ENGINEERING, INC.

CLEMENT N. CALVILLO, R.C.E. 27743
REG. EXP. _____
CNC ENGINEERING, INC.

DATE _____



CITY CLERK'S CERTIFICATE:

I, DIANE SCHLICHTING, CHIEF DEPUTY, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2017, THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF INDUSTRY THE INTEREST IN REAL PROPERTY CONVEYED HEREIN FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, (LOTS "A", "B", "C", "D", "E", "F" AND "G"), A VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES OVER PARCELS 1, 2, 3, 4, AND 5, AND A VARIABLE WIDTH STORM DRAIN EASEMENT, ALL AS SHOWN ON THE MAP.

DATED THIS _____ DAY OF _____, 2017.

DIANE SCHLICHTING, CHIEF DEPUTY, CITY CLERK, CITY OF INDUSTRY



TAX CLEARANCE CERTIFICATES

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DEPUTY DATED: _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 73063 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DEPUTY DATED: _____

NUMBER OF PARCELS = 5
NUMBER OF LETTERED LOTS = 7
GROSS AREA = 30.540 ACRES
NET AREA = 28.823 ACRES

SHEET 3 OF 9 SHEETS

PARCEL MAP NO. 348

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTIES NAMES HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(A)-(VII) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL AGENCY.

JOHN REED, HOLDER OF AN EASEMENT FOR DITCH PER DEED RECORDED JULY 29, 1871 IN BOOK 17, PAGE 455 OF DEEDS, RESERVED IN DEED DATED NOVEMBER 2, 1920 IN BOOK 7489, PAGE 60 OF DEEDS.

WILLIAM R. ROWLAND, HOLDER OF AN EASEMENT ROAD PURPOSES PER DEED RECORDED APRIL 26, 1886 IN BOOK 155, PAGE 544 OF DEEDS, RESERVED IN DEED DATED NOVEMBER 2, 1920 IN BOOK 7489, PAGE 60 OF DEEDS.

JOSEPH AND MADDALENA FAURE, HOLDER OF AN EASEMENT FOR CONSTRUCTION, LAYING AND MAINTAINING AN IRRIGATION PIPE LINE PURPOSES RECORDED JULY 3, 1924 IN BOOK 3780, PAGE 298 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, RECORDED JANUARY 04, 1944 IN BOOK 20573, PAGE 74 OF OFFICIAL RECORDS.

LOS ANGELES AND SALT LAKE RAILROAD COMPANY, HOLDER OF AN EASEMENT FOR A LEAD TRACT RECORDED JANUARY 5, 1954 AS INSTRUMENT NO. 2859 IN BOOK 43522, PAGE 36 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES RECORDED MARCH 08, 1955 IN BOOK 47126, PAGE 366 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, OPERATION, ALTERATION, REPAIR, REPLACEMENT AND/OR REMOVAL OF COMMUNICATION FACILITIES CONSISTING OF POLES, CABLES, CROSSARMS, WIRES, ANCHORS, GUYS BRACES, UNDERGROUND CONDUITS, MANHOLES AND APPURTENANCES FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION, OTHER PURPOSES AND INCIDENTAL PURPOSES RECORDED APRIL 15, 1955 IN BOOK 47501, PAGE 313 OF OFFICIAL RECORDS.

GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR POLES, CONDUITS AND INCIDENTAL PURPOSES RECORDED JUNE 15, 1955 IN BOOK 48078, PAGE 340 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR POLES, TRANSFORMER PAD AND INCIDENTAL PURPOSES RECORDED OCTOBER 11, 1955 IN BOOK 49200, PAGE 294 OF OFFICIAL RECORDS.

GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR WIRES, CONDUITS AND INCIDENTAL PURPOSES RECORDED OCTOBER 21, 1957 IN BOOK 55899, PAGE 294 OF OFFICIAL RECORDS.

ROWLAND AREA COUNTY WATER DISTRICT, A POLITICAL SUBDIVISION, HOLDER OF AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES RECORDED MAY 15, 1961 AS INSTRUMENT NO. 3873 IN BOOK D-1221, PAGE 672 OF OFFICIAL RECORDS.

UTILITY TRAILER MANUFACTURING COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES RECORDED JANUARY 20, 1965 AS INSTRUMENT NO. 1625 OF OFFICIAL RECORDS.

FAIRDAY PROPERTIES, A LIMITED PARTNERSHIP AND M. LOWENSTEIN & SONS, INC., A CORPORATION, HOLDER OF AN EASEMENT FOR DRAINAGE, SURFACE WATERS AND ROAD PURPOSES, RECORDED OCTOBER 28, 1969 AS INSTRUMENT NO. 256 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 06, 1967 AS INSTRUMENT NO. 3449 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED JUNE 24, 1968 AS INSTRUMENT NO. 3050 OF OFFICIAL RECORDS.

CITY OF INDUSTRY AND COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT FOR SANITARY SEWERS, APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES RECORDED FEBRUARY 11, 1972 IN BOOK D-5351, PAGE 111 OF OFFICIAL RECORDS.

GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, REMOVE ITS FACILITIES, CONSISTING OF POLES, CABLES, CROSSARMS, WIRES, ANCHORS, GUYS, BRACES, UNDERGROUND CONDUITS, MANHOLES, APPURTENANCES FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION OTHER PURPOSES AND INCIDENTAL PURPOSES RECORDED NOVEMBER 14, 1978 AS INSTRUMENT NO. 78-1269642 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED APRIL 22, 1992 AS INSTRUMENT NO. 92-714145 OF OFFICIAL RECORDS.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES RECORDED AUGUST 30, 2004 AS INSTRUMENT NO. 04-2233405 OF OFFICIAL RECORDS.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES RECORDED JANUARY 11, 2017 AS INSTRUMENT NO. 20170040995 OF OFFICIAL RECORDS.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 20151152798 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED JUNE 7, 2017 AS INSTRUMENT NO. 20170627106 OF OFFICIAL RECORDS.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER, INGRESS AND EGRESS PURPOSES RECORDED JULY 10, 2017 AS INSTRUMENT NO. 20170763898 OF OFFICIAL RECORDS.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER, INGRESS AND EGRESS PURPOSES RECORDED JULY 20, 2017 AS INSTRUMENT NO. 20170815384 OF OFFICIAL RECORDS.

CITY OF INDUSTRY, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER, INGRESS AND EGRESS PURPOSES RECORDED JULY 20, 2017 AS INSTRUMENT NO. 20170815385 OF OFFICIAL RECORDS.

FABULOUS CHESTNUT, LLC, AND FOREVER CHESTNUT, LLC, HOLDER OF EASEMENTS PER DOCUMENT RECORDED AUGUST 22, 2017 AS INSTRUMENT NO. 20170949621 OF OFFICIAL RECORDS.

PROPOSED EASEMENTS:

- ① VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF INDUSTRY, DEDICATED HEREON.
- ④ VARIABLE WIDTH EASEMENT FOR STORM DRAIN PURPOSES TO THE CITY OF INDUSTRY, DEDICATED HEREON.

SIGNATURE OMISSIONS (CONTINUED):

THE SIGNATURE(S) OF THE PARTIES NAMES HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 (a)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE, AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL AGENCY.

JOHN ROWLAND SR. AND WILLIAM WORMHAM, THE DWNER OF THE INTEREST OF MINERAL RIGHTS, SET FORTH BY DOCUMENT RECORDED JUNE 25, 1868 IN BOOK 10, PAGE 39 OF DEEDS, RECORDS OF THE COUNTY OF LOS ANGELES.

CLINTON F. SECOCOMBE, EDITH E. SECOCOMBE, GIACOMO DOTTA AND MARY DOTTA, THE OWNER OF THE INTEREST OF MINERAL RIGHTS, SET FORTH BY DOCUMENT RECORDED JANUARY 8, 1954 IN BOOK 43546, PAGE 159 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

BESSIE ISREAL AND EDITH E. SECOCOMBE, THE OWNER OF THE INTEREST OF MINERAL RIGHTS, SET FORTH BY DOCUMENT RECORDED FEBRUARY 9, 1955 IN BOOK 46859, PAGE 390 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

THE COUNTY OF LOS ANGELES, THE OWNER OF THE INTEREST OF MINERAL RIGHTS, SET FORTH BY DOCUMENT RECORDED NOVEMBER 1, 1972 AS INSTRUMENT NO. 3180 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

EXISTING EASEMENTS:

1. THE USE OF AND RIGHT OF WAY OVER AND THROUGH THAT PORTION OF SAID LAND CROSSED BY A DITCH IN USE BY JOHN REED ON JULY 1871 ALSO KNOWN AS THE REED DITCH, AS GRANTED BY THOMAS ROWLAND TO JOHN REED, BY DEED RECORDED IN BOOK 17, PAGE 455 OF DEEDS, AND AS RESERVED IN DEED FROM WALLACE RANKIN AND WIFE, TO ALVIN R. SMITH AND WIFE, DATED NOVEMBER 02, 1920 IN BOOK 7489, PAGE 60 OF DEEDS.
(THE LOCATION OF SAID DITCH IS NOT DETERMINABLE FROM THE RECORD)
2. A RIGHT OF WAY FOR A ROAD GRANTED BY THOMAS ROWLAND TO WILLIAM R. ROWLAND BY DEED RECORDED IN BOOK 155, PAGE 544 OF DEEDS, AND AS RESERVED IN DEED FROM WALLACE RANKIN AND WIFE, TO ALVIN R. SMITH AND WIFE, RECORDED NOVEMBER 02, 1920 IN BOOK 7489, PAGE 60 OF DEEDS.
(SAID EASEMENT IS NOT PLOTTABLE FROM RECORD)
- ① AN EASEMENT FOR CONSTRUCTION, LAYING AND MAINTAINING AN IRRIGATION PIPE LINE, IN FAVOR OF JOSEPH FAURE RECORDED IN BOOK 3780, PAGE 298 OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 04, 1944 IN BOOK 20573, PAGE 74 OF OFFICIAL RECORDS.
- ⑤ AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERLY CALIFORNIA EDISON COMPANY RECORDED MARCH 08, 1955 IN BOOK 47126, PAGE 366 OF OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, OPERATION, ALTERATION, REPAIR, REPLACEMENT AND/OR REMOVAL OF COMMUNICATION FACILITIES CONSISTING OF POLES, CABLES, CROSSARMS, WIRES, ANCHORS, GUYS BRACES, UNDERGROUND CONDUITS, MANHOLES AND APPURTENANCES FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION, OTHER PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 15, 1955 IN BOOK 47501, PAGE 313 OF OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR POLES, CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY RECORDED JUNE 15, 1955 IN BOOK 48078, PAGE 340 OF OFFICIAL RECORDS.
- ⑧ AN EASEMENT FOR POLES, TRANSFORMER PAD AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 11, 1955 IN BOOK 49200, PAGE 294 OF OFFICIAL RECORDS.
- ⑨ AN EASEMENT FOR WIRES, CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY RECORDED OCTOBER 21 1957 IN BOOK 55899, PAGE 294 OF OFFICIAL RECORDS.
- ⑩ NOT USED
- ⑪ AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES IN FAVOR OF ROWLAND AREA COUNTY WATER DISTRICT RECORDED MAY 15, 1961 AS INSTRUMENT NO. 3873 IN BOOK D-1221, PAGE 672 OF OFFICIAL RECORDS.
- ⑫ AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF FAIRDAY PROPERTIES, A LIMITED PARTNERSHIP RECORDED JANUARY 20, 1965 AS INSTRUMENT NO. 1625 OF OFFICIAL RECORDS.
- ⑬ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 06, 1967 AS INSTRUMENT NO. 3449 OF OFFICIAL RECORDS.
- ⑭ NOT USED.
- ⑮ AN EASEMENT FOR SANITARY SEWERS, APPURTENANT STRUCTURES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF INDUSTRY AND COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY RECORDED FEBRUARY 11, 1972 IN BOOK D-5351, PAGE 111 OF OFFICIAL RECORDS.
- ⑯ AN EASEMENT FOR CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, REMOVE ITS FACILITIES, CONSISTING OF POLES, CABLES, CROSSARMS, WIRES, ANCHORS, GUYS, BRACES, UNDERGROUND CONDUITS, MANHOLES, APPURTENANCES FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION OTHER PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF GENERAL TELEPHONE COMPANY RECORDED NOVEMBER 14, 1978 AS INSTRUMENT NO. 78-1269642 OF OFFICIAL RECORDS.
- ⑰ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF INDUSTRY RECORDED AUGUST 30, 2004 AS INSTRUMENT NO. 04-2233405 OF OFFICIAL RECORDS.
18. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED JANUARY 05, 1954 IN BOOK 43522, PAGE 36 OF OFFICIAL RECORDS
(SAID EASEMENT IS NOT PLOTTABLE FROM RECORD)
- ⑱ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JUNE 24, 1968 AS INSTRUMENT NO. 3050 OF OFFICIAL RECORDS.
- ⑳ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 22, 1992 AS INSTRUMENT NO. 92-714145 OF OFFICIAL RECORDS.
- ㉑ AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF FAIRDAY PROPERTIES, A LIMITED PARTNERSHIP AND M. LOWENSTEIN & SONS, INC., RECORDED OCTOBER 28, 1969 AS INSTRUMENT NO. 256 OF OFFICIAL RECORDS.
- ㉒ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF INDUSTRY RECORDED SEPTEMBER 17, 2015 AS INSTRUMENT NO. 20151152798 OF OFFICIAL RECORDS.
- ㉓ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF INDUSTRY RECORDED JANUARY 11, 2017 AS INSTRUMENT NO. 20170040995 OF OFFICIAL RECORDS.
- ㉔ AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JUNE 7, 2017 AS INSTRUMENT NO. 20170627106 OF OFFICIAL RECORDS.
- ㉕ AN EASEMENT FOR SANITARY SEWER, INGRESS AND EGRESS PURPOSES IN FAVOR OF CITY OF INDUSTRY RECORDED JULY 10, 2017 AS INSTRUMENT NO. 20170763898 OF OFFICIAL RECORDS.
- ㉖ AN EASEMENT FOR SANITARY SEWER, INGRESS AND EGRESS PURPOSES IN FAVOR OF CITY OF INDUSTRY RECORDED JULY 20, 2017 AS INSTRUMENT NO. 20170815384 OF OFFICIAL RECORDS.
- ㉗ AN EASEMENT FOR SANITARY SEWER, INGRESS AND EGRESS PURPOSES IN FAVOR OF CITY OF INDUSTRY RECORDED JULY 20, 2017 AS INSTRUMENT NO. 20170815385 OF OFFICIAL RECORDS.
- ㉘ EASEMENTS PER DOCUMENT RECORDED AUGUST 22, 2017 AS INSTRUMENT NO. 20170949621 OF OFFICIAL RECORDS.
- ㉙ EXCLUSIVE USE EASEMENT AREA OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 2.
- ㉚ EMERGENCY ACCESS AREA FOR THE BENEFIT OF PARCEL 1.
- ㉛ 5' WIDE FIRE LINE EASEMENT FOR THE BENEFIT OF PARCEL 1.

NOTE:

SEE SHEETS 5, 6, & 7 FOR EASEMENT DETAILS.
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT
NOTES, AND BASIS OF BEARINGS.

NUMBER OF PARCELS = 5
 NUMBER OF LETTERED LOTS = 7
 GROSS AREA = 30.540 ACRES
 NET AREA = 28.823 ACRES

SHEET 4 OF 9 SHEETS

PARCEL MAP NO. 348

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015

MONUMENT & ESTABLISHMENT NOTES:

- [1] FOUND LEAD AND TACK, MISSING TACK AND TAG, FLUSH, ACCEPTED AS BEING THE SAME LEAD AND TACK PER CITY OF INDUSTRY TIE I-124, ACCEPTED AS CENTERLINE INTERSECTION OF AZUSA AVENUE AND RAILROAD STREET (MOM).
- [2] FOUND LEAD AND TACK, TAGGED "LA CO RD", FLUSH, PER CITY OF INDUSTRY TIE I-114, ACCEPTED AS BC CENTERLINE AZUSA AVENUE.
- [3] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH IN LIEU OF SPIKE AND WASHER TAGGED LA CO RD, PER CITY OF INDUSTRY TIE I-114, ACCEPTED AS PI CENTERLINE AZUSA AVENUE.
- [4] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, PER CITY OF INDUSTRY TIE I-4A, ACCEPTED AS CENTERLINE INTERSECTION ANAHEIM PUENTE ROAD AND WESTERLY CHESTNUT ROAD.
- [5] SEARCHED, FOUND NOTHING. POINT FALLS ON MANHOLE. ESTABLISHED CENTERLINE INTERSECTION ANAHEIM PUENTE ROAD AND EASTERLY CHESTNUT STREET AT RECORD DISTANCE OF 12.30' PER CITY OF INDUSTRY TIE I-4 ON NORTHERLY PROD OF LINE BETWEEN [3] AND [4].
- [6] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1130/1224, ACCEPTED AS BC CENTERLINE CHESTNUT STREET.
- [7] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1130/1226, ACCEPTED AS EC CENTERLINE CHESTNUT STREET.
- [8] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1130/1228, ACCEPTED AS BC CENTERLINE CHESTNUT STREET.
- [9] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1131/873, ACCEPTED AS PCC CENTERLINE CHESTNUT STREET.
- [10] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1131/875, ACCEPTED AS INTERSECTION CENTERLINE AZUSA WAY (VACATED) AND CHESTNUT STREET PER PWFB 131/875 AND AS POINT ON TANGENT OF CURVE.
- [11] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1131/877, ACCEPTED AS INTERSECTION CENTERLINE CHESTNUT STREET AND VIRGIL WATERS WAY PER PWFB 131/877.
- [12] SEARCHED, FOUND NOTHING. ESTABLISHED BC CENTERLINE VIRGIL WATERS WAY BY FOUND TIES PER CITY OF INDUSTRY TIE I-98.
- [13] SEARCHED, FOUND NOTHING. ESTABLISHED EC CENTERLINE VIRGIL WATERS WAY BY FOUND TIES PER CITY OF INDUSTRY TIE I-99.
- [14] FOUND 2" IRON PIPE, TAGGED "RCE 27743", DOWN 0.8', PER R1, ACCEPTED AS INTERSECTION EASTERLY RIGHT-OF-WAY AZUSA AVENUE (60' HALFWIDTH) AND SOUTHERLY LINE LOT 1 OF R1.
- [15] FOUND SPIKE AND WASHER, TAGGED "LS 8363", FLUSH, PER PWFB 1131/879, ACCEPTED AS EC CENTERLINE CHESTNUT STREET.
- [16] SEARCHED, FOUND NOTHING. ESTABLISHED INTERSECTION OF VACATED PORTION OF CHESTNUT STREET AND PRESENT CHESTNUT STREET AT EASTERLY PROD OF LINE BETWEEN [5] AND [8].
- [17] FOUND SPIKE AND WASHER, TAGGED "RCE 27743", FLUSH, PER CITY OF INDUSTRY TIE I-32, ACCEPTED AS BC CENTERLINE CHESTNUT STREET.
- [18] SEARCHED, FOUND NOTHING. ESTABLISHED END AND CENTER OF CUL-DE-SAC OF CURL COURT BY FOUND TIES PER CITY OF INDUSTRY TIE I-211 AND I-212.
- [19] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, PER CITY OF INDUSTRY TIE I-14, ACCEPTED AS BC OLD CENTERLINE RAILROAD STREET.
- [20] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, PER CITY OF INDUSTRY TIE I-14, ACCEPTED AS BC NEW CENTERLINE RAILROAD STREET.

MONUMENT & ESTABLISHMENT NOTES (CONTINUED):

- [21] SEARCHED, FOUND NOTHING. ESTABLISHED NORTHEAST CORNER PARCEL 1 OF R3 AT RECORD DISTANCE FROM ANAHEIM PUENTE ROAD ALONG SOUTHERLY RIGHT-OF-WAY OF CHESTNUT STREET PER R2.
- [22] SEARCHED, FOUND NOTHING. ESTABLISHED NORTHWEST CORNER LOT 7 OF R2 AT RECORD DISTANCE FROM ANAHEIM PUENTE ROAD ALONG SOUTHERLY RIGHT-OF-WAY OF CHESTNUT STREET PER R2.
- [23] SEARCHED, FOUND NOTHING. ESTABLISHED NORTHWEST CORNER LOT 9 OF R2 AT RECORD ANGLES AND DISTANCES ALONG SOUTHERLY RIGH-OF-WAY CHESTNUT STREET PER R2.
- [24] EAST LINE OF LOT 7 OF R2 ESTABLISHED SOUTHERLY AT RECORD ANGLE (RELATIVE TO ANAHEIM PUENTE ROAD) FROM [23].
- [25] SEARCHED, FOUND NOTHING. ESTABLISHED SOUTHWEST CORNER OF LOT 9 OF R2 AT RECORD DISTANCE OF 1881.00' PER R2, FROM [23] ALONG [24].
- [26] SEARCHED, FOUND NOTHING. ESTABLISHED NORTHEAST CORNER OF DOCUMENT RECORDED 10/28/1969 IN BOOK 1028, PAGE 256, O.R. AT RECORD DISTANCE OF 828.67' FROM [25] ALONG [24].
- [27] ESTABLISHED NORTH LINE OF DOCUMENT RECORDED 10/28/1969 IN BOOK 1028, PAGE 256, O.R. AT RECORD ANGLE RELATIVE TO WESTERLY LINE OF LOT 9 OF R2 PER DEED CALL IN PARCEL 2 OF DEED RECORDED 11/20/2002 AS INSTRUMENT 02-2806851.
- [28] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, PER CITY OF INDUSTRY TIE I-210, ACCEPTED AS EC CENTERLINE CURL COURT AND USED FOR 32.00' RIGHT ANGLE OFFSET TO EASTERLY LINE LOT 7 OF R2.
- [29] EASTERLY LINE LOT 4 OF R2 AND THE EASTERLY LINE OF PARCEL 3 OF R1 ESTABLISHED BY [22] AND RIGHT ANGLE TIE [28].
- [30] NORTHERLY LINE DEED RECORDED 9/27/1978 AS INSTRUMENT NO. 78-1073603, D.R. ESTABLISHED AS PARALLEL WITH THE NORTHERLY LINE OF LOT 4 OF R2 PER SAID DEED AND PASSING THROUGH [3].
- [31] SEARCHED, FOUND NOTHING. SOUTHEAST CORNER OF PARCEL 1 OF R3 ESTABLISHED AT RECORD DISTANCE OF 1068.61' SOUTH OF [2] AND 454.36' EAST OF [14] PER R1.
- [32] SEARCHED, FOUND NOTHING. SOUTHWEST CORNER OF PARCEL 2 OF R1 ESTABLISHED AT RECORD DISTANCE OF 12.71' FROM [31] ALONG [3].
- [33] EAST LINE OF PARCEL 1 OF R3 ESTABLISHED BETWEEN [2] AND [31].
- [34] SOUTH LINE OF PARCEL 1 OF R3 ESTABLISHED BETWEEN [14] AND [31].
- [35] SOUTH LINE OF PARCEL 3 OF DEED RECORDED 11/20/2002 AS INSTRUMENT NO. 02-2806851, O.R. ESTABLISHED PARALLEL WITH [34] AND SOUTHERLY 167.36' AS MEASURED ALONG THE WESTERLY LINE OF LOT 2 OF R3 PER SAID DEED.
- [36] NORTH LINE OF DEED RECORDED 10/08/1963 IN BOOK D-2249, PAGE 456, O.R., ESTABLISHED PARALLEL WITH [34] AND SOUTHERLY 173.65' AS MEASURED AT RIGHT ANGLE TO [34] PER SAID DEED.
- [37] WESTERLY LINE OF DEED RECORDED 08/10/2006 AS INSTRUMENT NO. 06-1781879, O.R., ESTABLISHED PARALLEL [33] WITH AND WESTERLY 68.06' AS MEASURED AT RIGHT ANGLE TO [33] PER SAID DEED.
- [38] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, NO REFERENCE. ACCEPTED AS EC NEW CENTERLINE RAILROAD STREET.
- [39] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, PER CITY OF INDUSTRY TIE I-209, ACCEPTED AS CENTERLINE INTERSECTION NEW RAILROAD STREET AND CURL COURT.
- [40] FOUND SPIKE AND WASHER, TAGGED "LS 5824", FLUSH, PER CITY OF INDUSTRY TIE I-209, ACCEPTED AS BC CENTERLINE CURL COURT.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CPCS), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83) BASED LOCALLY ON CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "AZU1" AND "LORS" AS BEING NORTH 86°22'09.1700" EAST (BASIS OF BEARINGS) (GRID) ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.9999931082 DERIVED LOCALLY AT A FOUND SPIKE AND WASHER, [7] STAMPED "RCE 27743", ACCEPTED AS BC ON THE CENTERLINE OF CHESTNUT STREET, 34°00'27.462097921" NORTH, 117°55'32.649735694" WEST WITH A NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) GPS DERIVED ELEVATION OF 376.41'.

THE MAPPING ANGLE AT [7] IS -0°09'08.833215584".

MAP AND OTHER REFERENCES:

R1	PARCEL MAP NO. 113	P.M.B. 91 PG. 51
R2	ROWLAND ADDITION NO. 2	M.B. 4 PG. 7
R3	BIDART TRACT	M.B. 15 PG. 79
R4	EASEMENT AND AGREEMENT	INSTRUMENT NO. 256 OF O.R.

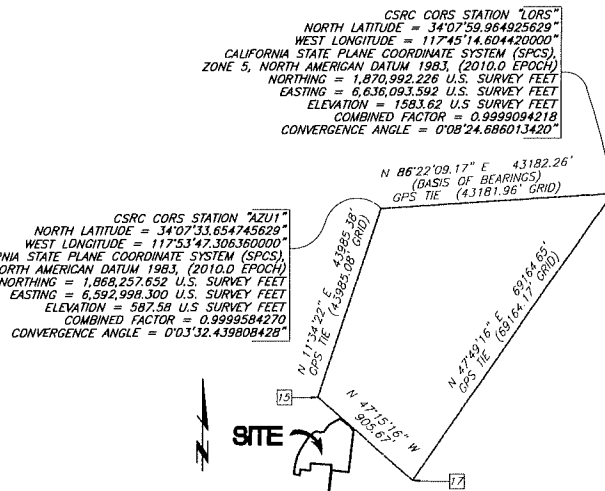
LEGEND:

- () INDICATES RECORD PER MAP REFERENCE.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 5750", FLUSH.
- △ INDICATES SET SPIKE & WASHER, STAMPED "LS 5750", FLUSH.
- ⊘ INDICATES PLOTTED EXISTING EASEMENT
- Ⓢ INDICATES PROPOSED EASEMENT

NOTE:

IN THE EVENT THE ABOVE TYPE OF MONUMENT CANNOT BE SET DUE TO UNFORSEEN CIRCUMSTANCES, THEN A SPIKE AND WASHER STAMPED "LS 5750" WILL BE SET FLUSH IN ASPHALT SURFACE OF 2" OR MORE IN THICKNESS OR A LEAD & TACK, TAGGED "LS 5750" WILL BE SET FLUSH IN CONCRETE.

— — — — — INDICATES THE BOUNDARY ON THE LAND BEING SUBDIVIDED BY THIS MAP.



GPS TIES & BASIS OF BEARINGS
 N.T.S.

NOTE:

SEE SHEETS 5, 6, & 7 FOR EASEMENT DETAILS.
 SEE SHEET 2 FOR EXISTING EASEMENT NOTES.

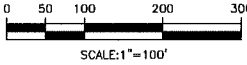
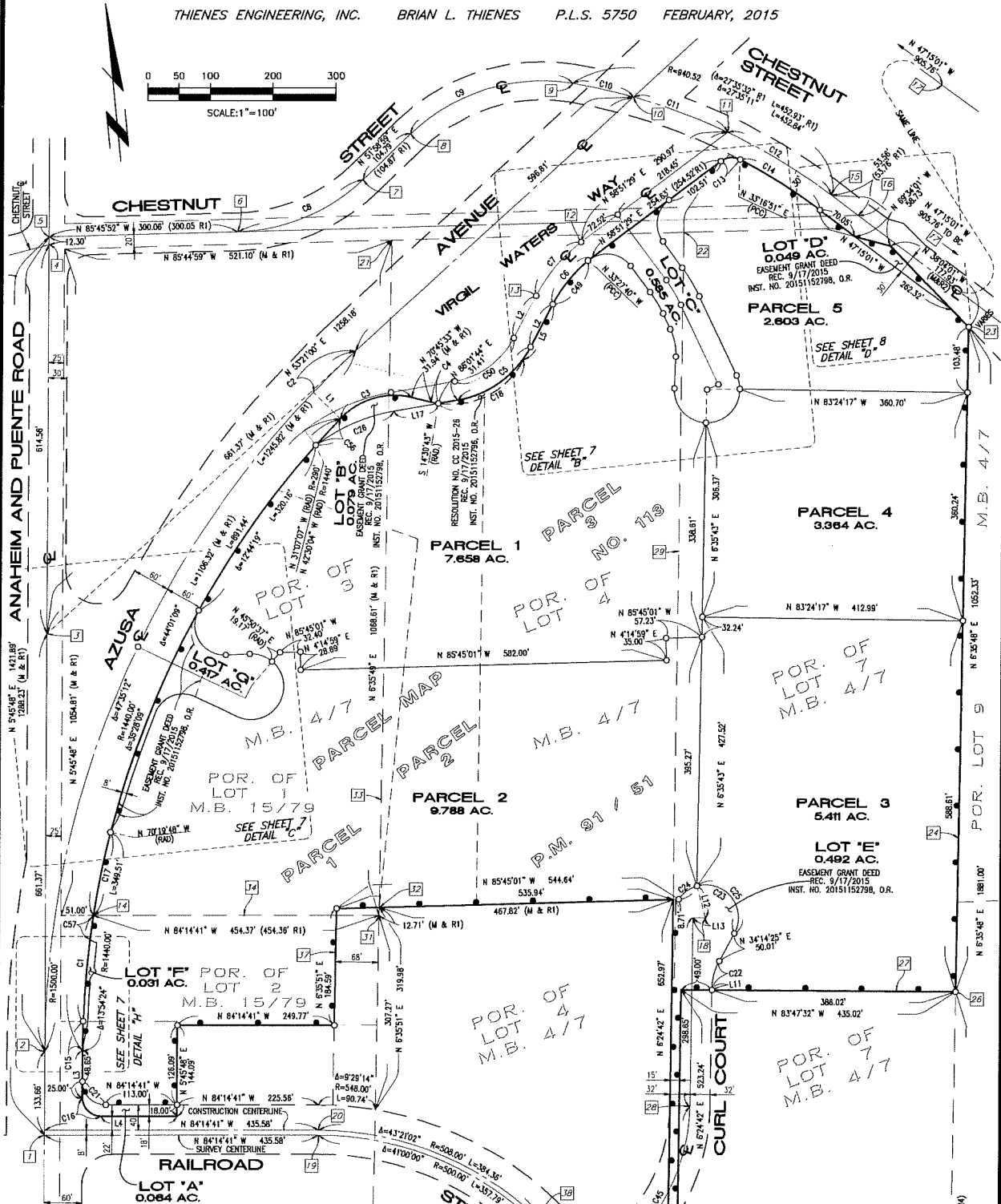
NUMBER OF PARCELS = 5
 NUMBER OF LETTERED LOTS = 7
 GROSS AREA = 30.540 ACRES
 NET AREA = 28.823 ACRES

SHEET 5 OF 9 SHEETS

PARCEL MAP NO. 348

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



CURVE TABLE			CURVE TABLE		
CURVE #	DELTA	LENGTH	CURVE #	DELTA	LENGTH
C1	06°41'26"	1440.00'	C13	64°25'22"	29.00'
C2	03°34'04"RI	1500.00'	C14	09°28'08"	910.52'
C3	59°27'31"RI	120.00'	C15	01°51'34"	1440.00'
C4	04°43'45"	130.00'	C16	90°00'29"	30.00'
C5	52°47'17"	160.00'	C17	05°21'24"	1440.00'
C6	25°37'02"RI	220.00'	C18	71°18'15"	130.00'
C7	25°37'02"	260.00'	C19	80°00'29"	37.00'
C8	42°15'08"	300.00'	C20	27°49'43"	92.00'
C9	53°10'49"	300.00'	C21	174°12'34"	52.00'
C10	06°03'51"	940.52'	C22	40°15'47"	52.00'
C11	09°46'00"	940.52'	C23	133°56'39"	52.00'
C12	11°45'20"	940.52'	C24	27°08'51"	290.00'

CURVE TABLE		
CURVE #	DELTA	LENGTH
C45	42°41'46"	300.00'
C46	23°17'52"	220.00'
C47	52°47'17"	130.00'
C48	21°7'00"	1440.00'
C49	1°29'54"	1440.00'

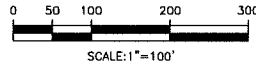
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 40°13'23" W	60.00'
L2	N 33°14'27" E	76.13'
L3	S 05°45'48" W	73.65'
L4	N 84°14'41" W	120.00'
L5	N 33°14'27" E	89.44'
L10	N 43°14'41" W	19.68'
L11	S 6°24'42" W	2.38'
L12	S 9°42'14" E (RAD)	52.00'
L13	S 83°35'18" E	20.00'
L17	S 85°01'44" W	70.90'

NUMBER OF PARCELS = 5
 NUMBER OF LETTERED LOTS = 7
 GROSS AREA = 30.540 ACRES
 NET AREA = 28.823 ACRES

PARCEL MAP NO. 348

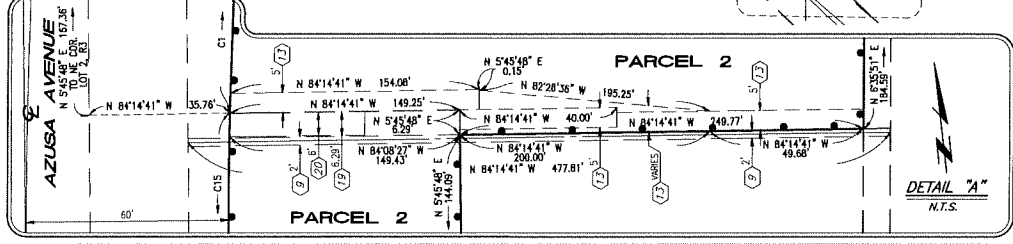
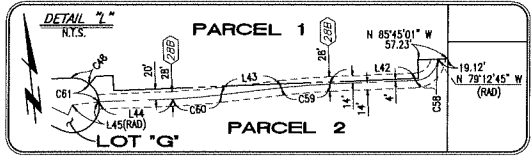
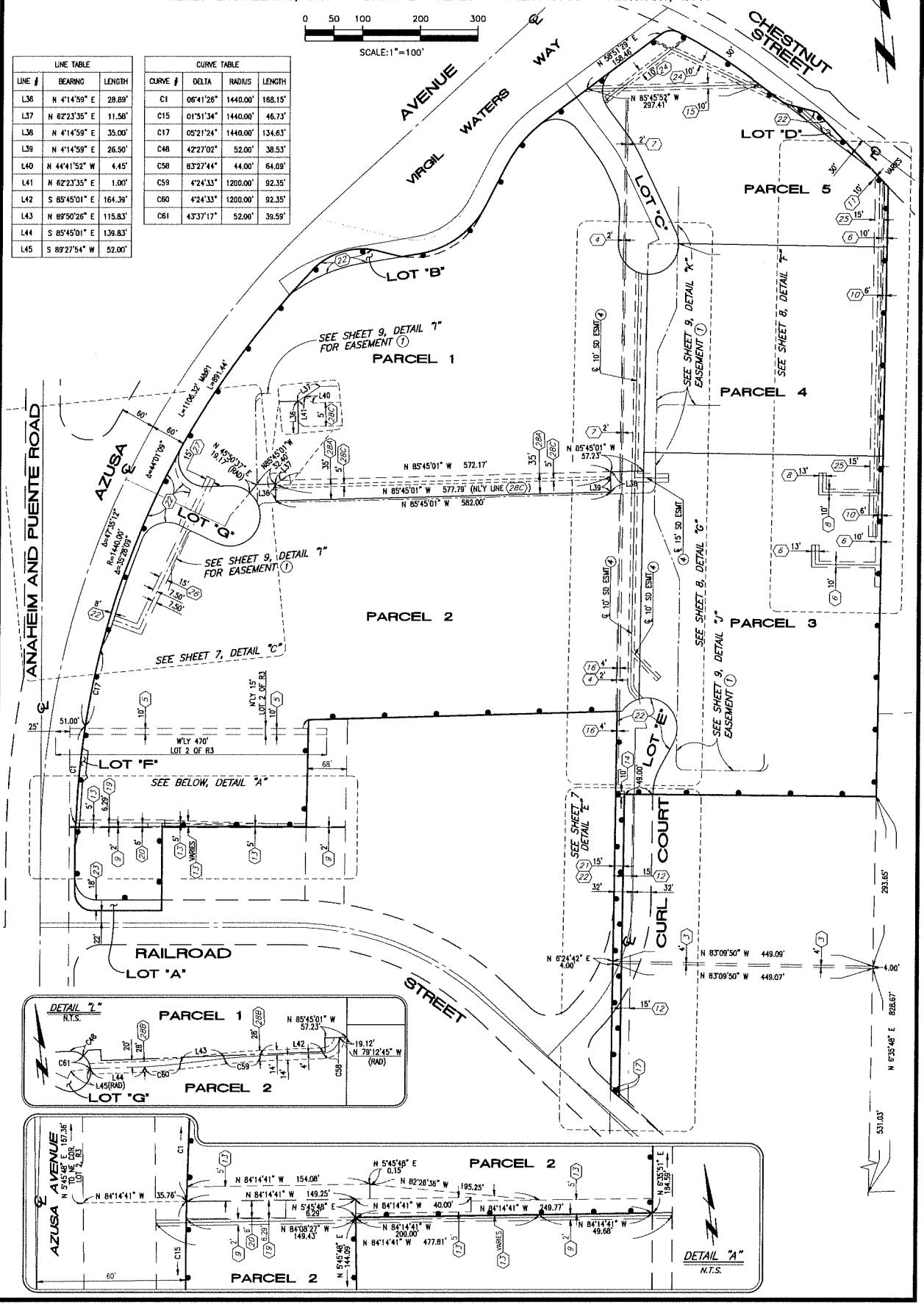
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



LINE TABLE		
LINE #	BEARING	LENGTH
L36	N 4°14'59" E	28.89'
L37	N 62°23'35" E	11.58'
L38	N 4°14'59" E	35.00'
L39	N 4°14'59" E	26.50'
L40	N 44°1'52" W	4.45'
L41	N 62°23'35" E	1.00'
L42	S 85°45'01" E	164.39'
L43	N 89°50'26" E	115.83'
L44	S 85°45'01" E	139.83'
L45	S 89°27'54" W	52.00'

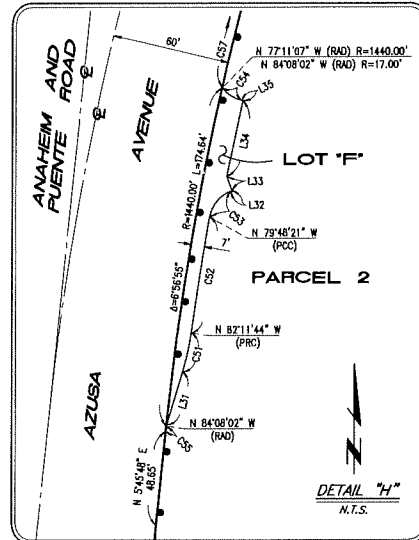
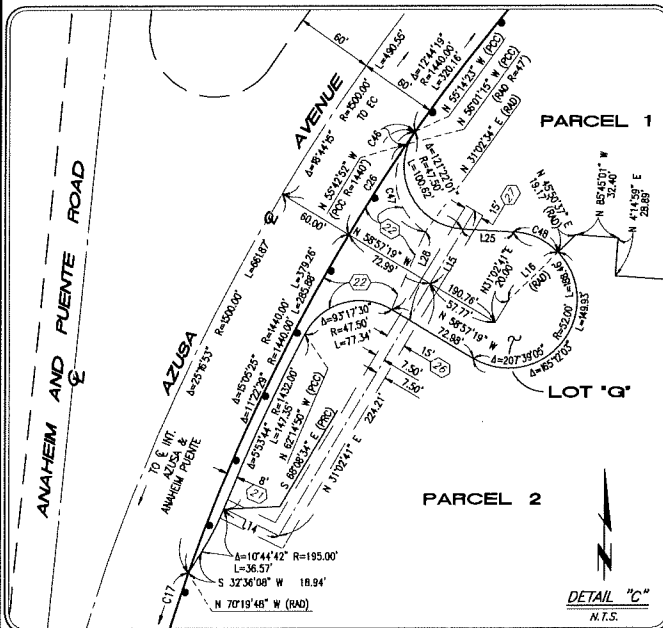
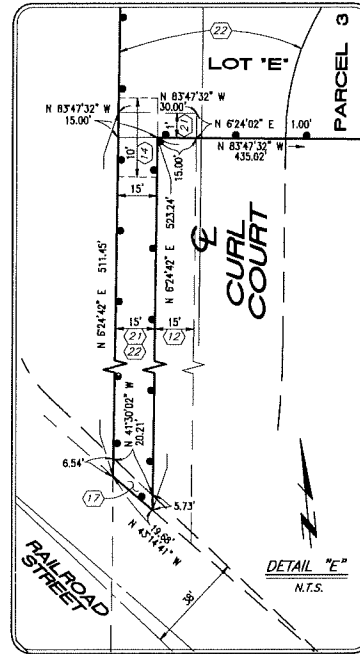
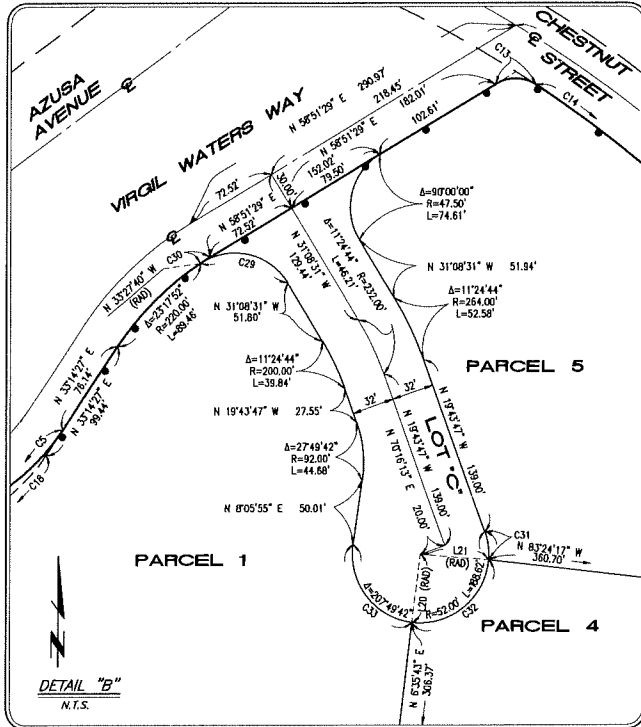
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	06°41'26"	1440.00'	168.15'
C15	01°51'34"	1440.00'	46.73'
C17	05°21'24"	1440.00'	134.63'
C48	42°27'02"	52.00'	38.53'
C58	83°27'44"	44.00'	64.09'
C59	4°24'33"	1200.00'	92.35'
C60	4°24'33"	1200.00'	92.35'
C61	43°37'17"	52.00'	39.59'



NUMBER OF PARCELS = 5
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PARCEL MAP NO. 348

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.
 THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



LINE #	BEARING	LENGTH
L14	S 63°59'22" E	46.85'
L15	N 31°02'41" E	65.00'
L16	N 45°50'37" E (RAD)	52.00'
L20	N 65°53' E	52.00'
L21	N 85°28'15" W	52.00'
L22	N 47°15'01" W	192.27'

LINE #	BEARING	LENGTH
L25	N 86°36'25" W	38.56'
L28	S 23°26'41" W	84.57'
L31	N 16°54'56" E	28.80'
L32	S 70°13'29" W	0.47'
L33	S 19°32'40" E	7.92'
L34	S 11°46'22" W	39.50'
L35	S 78°13'58" E	0.50'

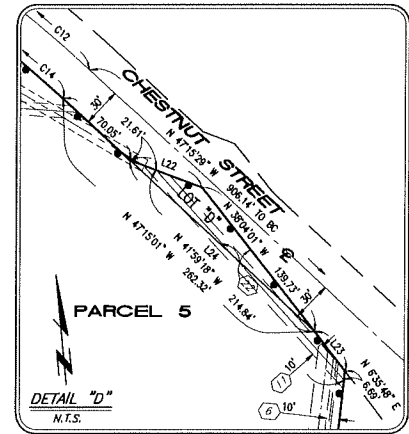
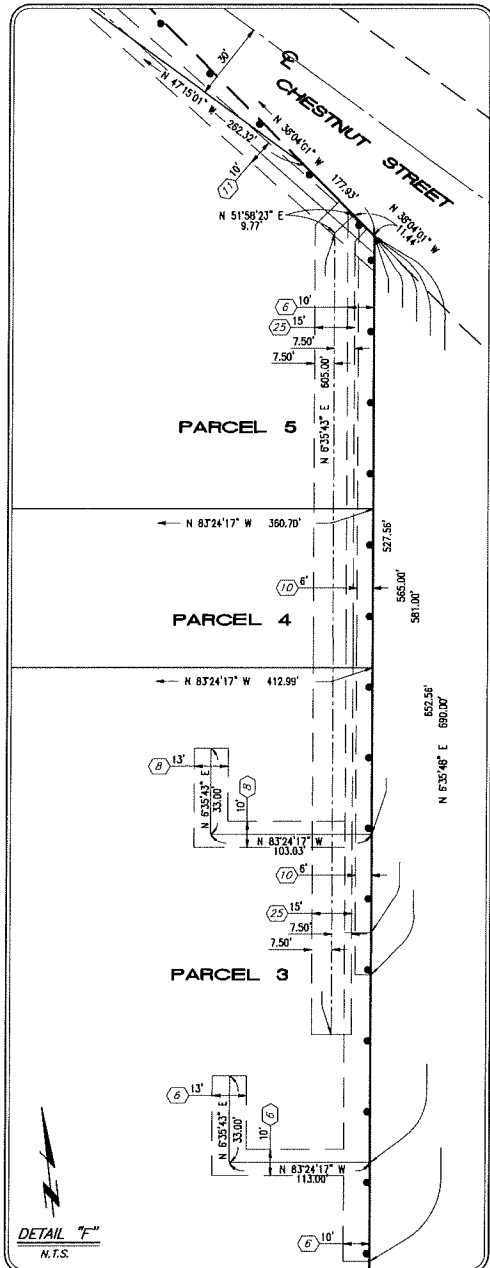
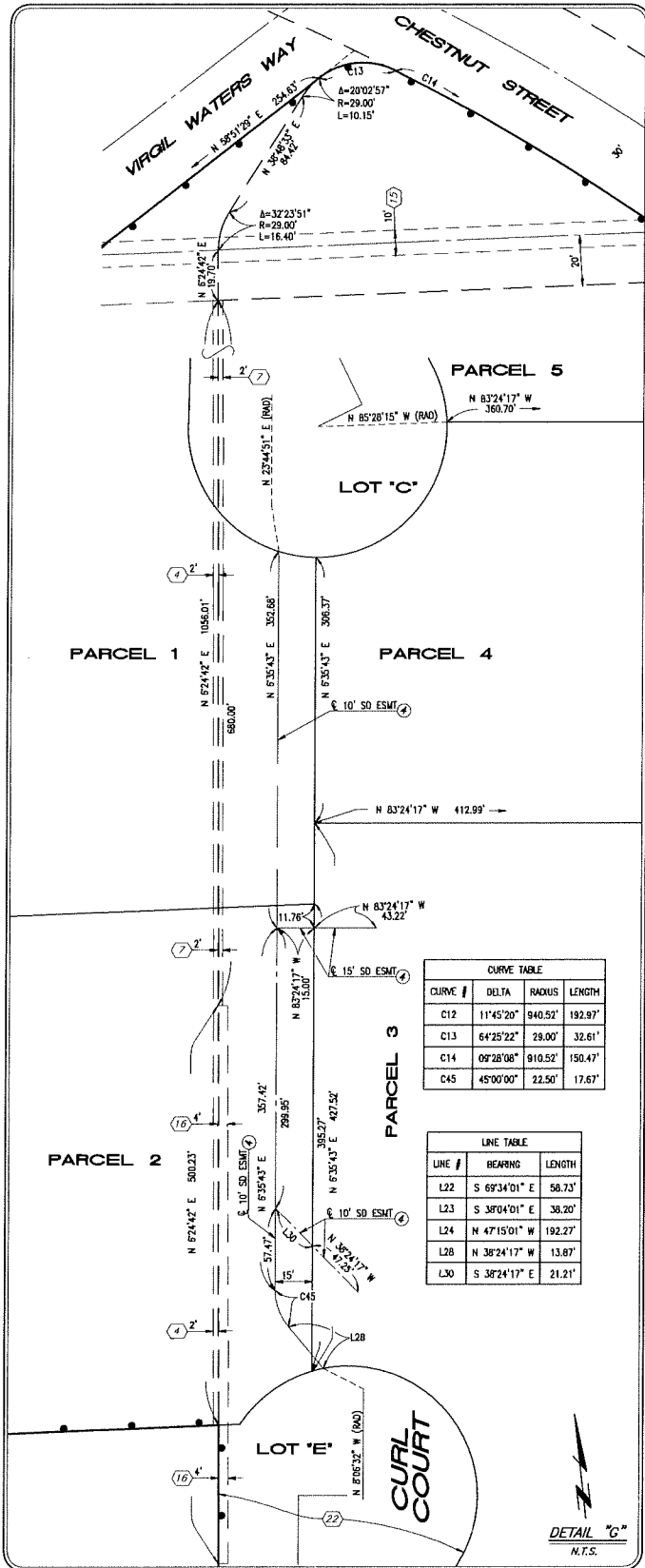
CURVE #	DELTA	RADIUS	LENGTH
C3	59°27'31"	120.00'	124.53'
C5	52°47'17"	160.00'	147.41'
C13	64°25'22"	29.00'	32.61'
C14	09°28'08"	910.52'	150.47'
C17	05°21'24"	1440.00'	134.63'
C18	71°16'15"	130.00'	161.71'
C26	27°08'51"	290.00'	137.41'
C29	82°19'10"	47.50'	76.54'
C30	2°19'10"	220.00'	8.91'
C31	24°15'32"	52.00'	22.02'
C32	92°26'08"	52.00'	83.88'

CURVE #	DELTA	RADIUS	LENGTH
C33	91°08'02"	52.00'	82.71'
C46	07°28'28"	1440.00'	11.93'
C47	92°56'11"	47.00'	76.24'
C48	42°27'02"	52.00'	38.53'
C51	9°06'39"	128.00'	20.35'
C52	2°23'22"	1433.00'	58.76'
C53	60°01'51"	17.00'	17.81'
C54	41°09'37"	17.00'	12.21'
C55	07°06'10"	1440.00'	2.59'
C57	1°29'54"	1440.00'	37.66'

NUMBER OF PARCELS = 5
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PARCEL MAP NO. 348

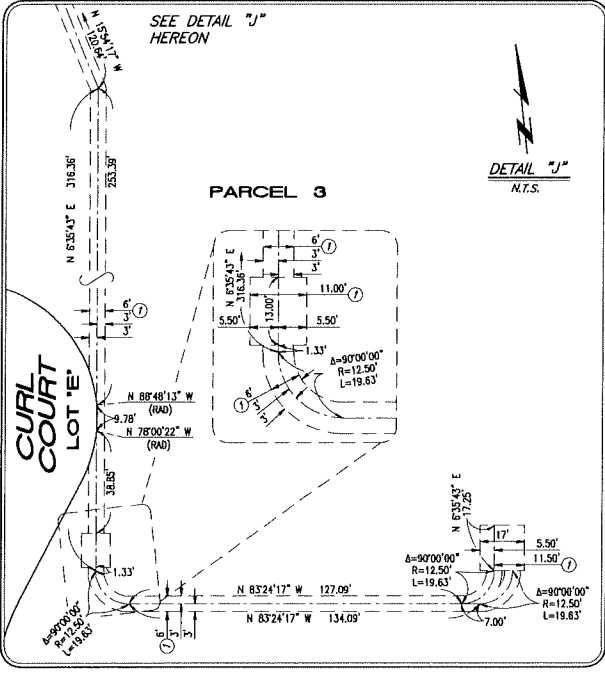
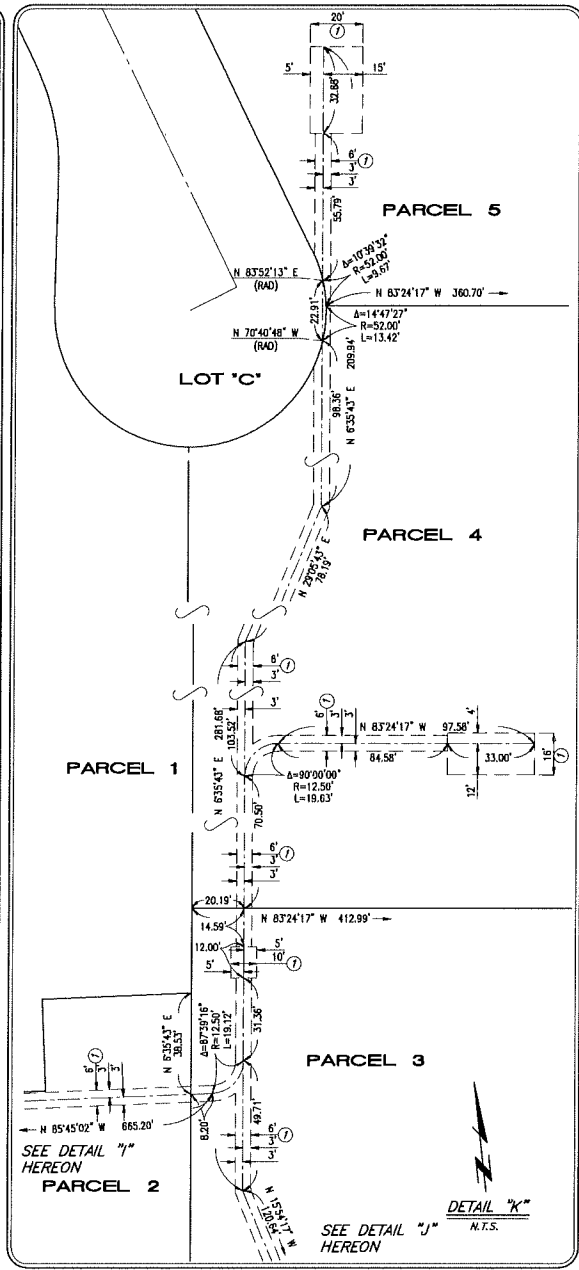
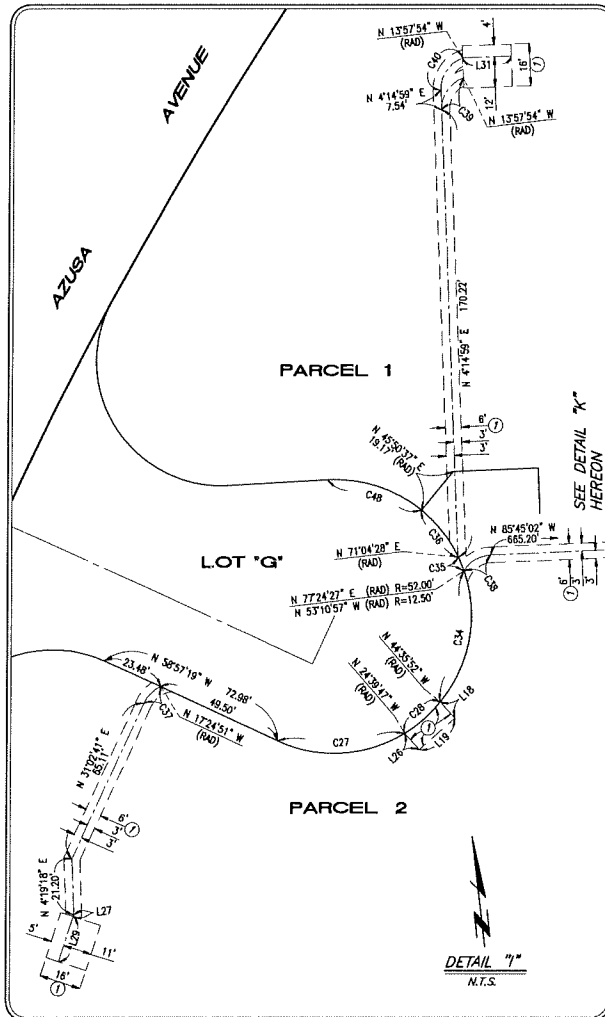
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.
 THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



NUMBER OF PARCELS = 5
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PARCEL MAP NO. 348

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.
 THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. 5750 FEBRUARY, 2015



LINE #	BEARING	LENGTH
L18	S 35°13'43" E	8.22'
L19	S 54°46'17" W	18.00'
L26	N 35°13'43" W	8.41'
L27	N 24°23'20" E	0.75'
L28	N 24°23'20" E	18.00'
L31	S 85°45'01" E	18.50'

CURVE #	DELTA	RADIUS	LENGTH
C27	55°42'28"	52.00'	50.56'
C28	19°56'05"	52.00'	18.09'
C34	57°59'42"	52.00'	52.63'
C35	6°19'58"	52.00'	5.75'
C36	25°13'51"	52.00'	22.80'
C37	41°32'28"	12.50'	9.06'
C38	57°25'55"	12.50'	12.53'
C39	71°47'07"	12.50'	15.66'
C40	71°47'07"	12.50'	15.66'

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *oo*
Kristen Weger, Management Analyst III

DATE: December 21, 2017

SUBJECT: Consideration of a Professional Services Agreement with C & C Engineering, Inc. for Survey Services, in an amount not to exceed \$31,634.00, from December 21, 2017 to December 21, 2018

Background:

On October 25, 2017, the City released a Request for Proposals ("RFP") to provide survey services to support design efforts for the Valley/Old Valley Boulevard Pavement Repair Project, RFP No. DS-18-013-A. The RFP was posted on the City's PlanetBids™ vendor portal, and an email notification was sent out to the pre-qualified Survey & Right of Way Engineering Bench which included: C & C Engineering, Inc. ("CNC Engineering"), Henkels & McCoy, Inc., Psomas, and Towill, Inc.

Questions pertaining to the RFP were received up until October 31, 2017 at 5:00 p.m. through the City's PlanetBids™ vendor portal. The RFP process closed on November 7, 2017 at 5:00 p.m., and the City received two (2) proposals from CNC Engineering and Psomas.

Discussion:

The City needs survey services to support the design and construction for the proposed project on Valley/Old Valley Boulevard. The project limits extend from La Puente's westerly boundary on Valley Boulevard (roughly 2,600-feet west of Old Valley Boulevard) to La Puente's easterly limits on Valley Boulevard near Azusa Way. The northerly limit is existing back of wall, fencing or screen wall, except for along the retail properties on the east side of Dora Guzman Avenue, where the survey should extend 25-feet beyond the existing back of wall. The southerly limits are the existing right-of-way lines (UPRR chain link fence).

The survey services include the following:

1. Research centerline control and right-of-way data
2. Horizontal and Vertical Survey Control
3. Topographic Survey
4. Drainage and sewer structure inverts

The proposal was reviewed by a panel that found CNC Engineering's proposal demonstrated understanding of the RFP, the intended Scope of work, is qualified to perform the work and contained pricing consistent with design estimates.

The following table summarizes the results and rankings of the geotechnical services proposals.

Table 1 – Survey Services to Support Design Effort for the Valley/Old Valley Boulevard Pavement Repair Project, RFP No. DS-18-013-A.

Consultant	Ranking
C & C Engineering, Inc.	1
Psomas	2

As set forth in the table, C & C Engineering, Inc. ranked the highest, and therefore Staff recommends that the City Council award the contract to C & C Engineering, Inc.

Fiscal Impact:

Appropriate \$31,634.00 from General Fund – Design – Professional Services (Account No. 100-521-5120.01) for the Professional Services Agreement with C & C Engineering, Inc.

Recommendation:

- 1.) Staff recommends that the City Council approve the Professional Services Agreement with C & C Engineering, Inc., dated December 21, 2017; and
- 2.) Appropriate \$31,634.00 from General Fund – Design – Professional Services (Account No. 100-521-5120.01).

Exhibits:

- A. Professional Services Agreement with C & C Engineering, Inc., dated December 21, 2017
- B. Request for Proposals (RFP) Providing Survey Services to Support Design Efforts for Valley Boulevard Pavement Repair, RFP No. DS-18-013-A [On File in City of Industry City Clerk's Office]

EXHIBIT A

Professional Services Agreement with C & C Engineering, Inc., dated December 21,
2017

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 21, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and C & C Engineering, Inc., a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 21, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty-One Thousand Six Hundred Thirty-Four Dollars (\$31,634.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

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

Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

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

Attention: City Manager

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

To Consultant:

C & C Engineering, Inc.
255 N. Hacienda Boulevard, Suite 222
City of Industry, CA 91744
Attention: Clement N. Calvillo, President

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

"CITY"
City of Industry

"CONSULTANT"
C & C Engineering, Inc.

By: _____
Paul J. Philips, City Manager

By: _____
Clement N. Calvillo, President

Attest:

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide all aspects of survey engineering services, which include, but is not limited to providing survey services to support design efforts for the Valley/Old Valley Boulevard Pavement Repair Project: The project limits extend from La Puente's westerly boundary on Valley Boulevard (roughly 2600-feet west of Old Valley Boulevard) to La Puente's easterly limits on Valley Boulevard near Azusa Way. The northerly limit is the existing back of wall, fencing or screen wall, except for along the retail properties on the east side of Dora Guzman Avenue, where the survey should extend 25-feet beyond the existing back of wall. The southerly limits are the existing right-of-way lines (UPRR chain link fence).

Task 1: Project Initiation, Administration and Controls

Prior to beginning the work tasks the Consultant will attend a kickoff meeting to refine the scope of services and to finalize any administrative details such as point-of-contact for each team member. Thereafter, the Consultant's Project Manager will be available to attend coordination meetings as requested by the City to discuss project related issues, schedule and impacts to the community. Consultant will prepare and distribute minutes of all meetings including a list of action items and responsible party. Weekly Status Summaries will be submitted showing the estimated percentage of completion, a summary of accomplishments during the reporting period and a list of planned activities for the next reporting period.

Task 2: Field Investigation

A. Centerline Control and Right-of-Way Data Research

Consultant will research recorded tract maps and parcel maps adjacent to the project, as well as as-built street drawings. The project limits extend from La Puente's westerly boundary on Valley Boulevard (roughly 2600-feet west of Old Valley Boulevard) to La Puente's easterly limits on Valley Boulevard near Azusa Way. The northerly limit is the existing back of wall, fencing or screen wall, except for along the retail properties on the east side of Dora Guzman Avenue, where the survey should extend 25-feet beyond the existing back of wall. The southerly limits are the existing right-of-way lines (UPRR chain link fence). Consultant will verify the primary horizontal and vertical controls in the field and establish new secondary controls. Based on the centerline monuments located in the field and available record drawings, Consultant will establish the street centerline. The centerline stationing will be based on ground distances, as opposed to grid distances, unless directed otherwise by the City.

B. Horizontal and Vertical Survey Control

Consultant will research available bench marks and monuments at the cities of Industry and La Puente and County of Los Angeles. We understand horizontal and vertical controls for

this project will be based on California State Plane Coordinates (NAD 83), Zone 5 and NGVD 29, respectively.

C. Topographic Survey

Limits and Content of Survey:

Field survey will consist of cross sections at 50-foot intervals, as well as at BCR's and ECR's, BC's and EC's. The limits of each cross section will comply with the requirements stated in Section 2 of the RFP and at a minimum, will consist of the ground shots at the R/W, back of walk (BW), if different from the R/W, top of curb (TC), gutter flowline (FL), edge of gutter (EG), lane line, grade breaks, finish surface and TC at center median, where applicable, and any abnormalities within the project limits.

Survey will also include all surface features within the project limits as stated in Task 2.C of the Request for Proposals, attached hereto as Exhibit D and incorporated herein by reference, such as meter boxes, utility poles and valve cans, grass, fences, retaining curbs, retaining walls, surface utility features such as manholes, valve covers and catch basins. This effort will show the location of surface utility features within the project limits. Consultant shall also perform all work set forth in Task B describes for investigation of existing underground utilities.

Consultant shall measure each tree trunk diameter at breast height and identified on the map. Short term lane closures will also be required during this task in accordance with California Manual on Uniform Traffic Control Devices ("CA MUTCD") standards. Extra care and attention to peak traffic periods will be taken to ensure that lane closures are set up in the non-peak directions and/or outside of peak traffic periods.

D. Drainage and Sewer Structure Inverts

Consultant will collect survey data at all accessible sewer and drainage structures within the project limits as specified under Task 2.D of the RFP.

Task 3: Report Preparation

This work will comply with the requirements outlined under Task 3 of the RFP. In general, survey points will be data collected and electronically downloaded to AutoCAD to prepare the topographic mapping at a scale of 1"=20' and with 1-ft and 5-ft intervals for minor and major contours, respectively. Consultant shall prepare 24" x 36" base sheets showing the topographic mapping consisting of street centerline with stationing and bearings and distances, contour lines, spot elevations, surface culture such as trees and fire hydrants, R/W line lot lines from record drawings and existing surface utilities. Refer to Task 2.D in the RFP for scope of services for utility investigation.

In the event of any discrepancies between the requirements of the RFP and the requirements set forth in this Exhibit A, this Exhibit A shall control.

EXHIBIT B

RATE SCHEDULE

TASK	DESCRIPTION	SURVEY DIRECTOR	2-MEN SURVEY CREW	DRAFTS-PERSON	ADMIN	QA/QC	ESTIMATED TOTAL HOURS	TOTAL AMOUNT
		\$166.29	\$249.44	\$127.53	\$83.15	\$172.47		
1	Project Initiation	8	8		4	1	21	\$3,834
2	Field Investigation	8	60			1	69	\$16,469
3	Report Preparation	14		64	6	2	86	\$11,334
	OTHER DIRECT COSTS							\$0
ESTIMATED LABOR HOURS		30	68	64	10	4	176	
TOTAL FEE								\$31,634

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

REQUEST FOR PROPOSALS ("RFP") FOR PROVIDING SURVEY SERVICES TO
SUPPORT DESIGN EFFORTS FOR THE VALLEY/OLD VALLEY BOULEVARD
PAVEMENT REPAIR PROJECT

EXHIBIT B

Request for Proposals (RFP) for Providing Survey Services to Support Design Efforts
for Valley Boulevard Pavement Repair, RFP No. DS-18-013-A

[On File in City of Industry City Clerk's Office]

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Paul Philips, City Manager *Paul Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *AG*

Date: December 21, 2017

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Karen Wise and Jane Pisano regarding the Review and Analysis of Operations of the Workman and Temple Homestead Museum increasing compensation under the original agreement by \$165,000.00

Background:

On March 9, 2017, Karen Wise and Jane Pisano delivered a presentation to the City Council on their professional backgrounds and experience in analyzing museum operations. The City Council requested that an agreement be developed for museum consulting services, consideration at the March 23, 2017 City Council meeting.

On March 23, 2017, City Council approved a Professional Services Agreement with Karen Wise and Jane Pisano for the review and analysis of the Workman and Temple Homestead Museum ("Museum") operations. The City owns the Museum and was interested in completing an initial assessment of the potential of the site in becoming a regional destination in the San Gabriel Valley, and surrounding area. In order to complete the assessment, a review of the organization, governance, management, structure and operations of the Museum, especially an assessment of adherence to professional standards and practices in the museum field including planning, programming, budgeting, collections and financial management was undertaken.

On November 9, 2017, Karen Wise and Jane Pisano presented their report on the Museum to the City: Review and Analysis of Operations of the Workman and Temple Family Homestead Museum ("Report"). Based on City Council's review of the Report, it was recommended that a proposal be submitted to implement the recommendations.

Discussion:

Amendment No. 1 to the Professional Services Agreement expands the Scope of Services to implement the recommendations including, assisting the City with the creation

of a new governance and oversight structure for the Museum, developing options for a capital project to transform the Museum into a regional destination in the San Gabriel Valley, developing a draft charter for the Museum for the City Council's review and consideration, and assisting with the creation of a non-profit organization designed to run the Museum as a public-private partnership.

Table 1 – Summary of Project Costs

Professional Services Agreement	\$33,000.00
Amendment No. 1 to Professional Services Agreement	\$165,000.00
Total	\$198,000.00

Given the additional scope of work, it is also necessary to amend the compensation to Wise and Pisano. It is anticipated that the additional work will cost \$165,000.00

Fiscal Impact:

An appropriation of \$165,000.00 is being requested at this time to General Fund – Workman Temple Homestead Museum – Professional Services (Account No. 100-626-5120.01) for Amendment No. 1 to the Professional Services Agreement.

Recommendation:

- 1.) Staff recommends approval of Amendment No. 1 to the Professional Services Agreement with Karen Wise and Jane Pisano; and
- 2.) Appropriate \$165,000 to General Fund – Workman Temple Homestead Museum – Professional Services (Account No. 100-626-5120.01).

Exhibits:

- A. Amendment No. 1 to Professional Services Agreement with Karen Wise and Jane Pisano dated December 21, 2017
- B. Professional Services Agreement with Karen Wise and Jane Pisano dated March 23, 2017

PJP/AG:kw

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with Karen Wise and Jane
Pisano dated December 21, 2017

[Attached]

**AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES
WITH KAREN WISE AND JANE G. PISANO**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 21st day of December, 2017, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Karen Wise, a sole proprietorship (“Wise”) and Jane G. Pisano, a sole proprietorship (“Pisano”) (Wise and Pisano are hereinafter collectively referred to as “Consultants”). The City and Consultants are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 23, 2017, the City, approved a Professional Services Agreement for Consulting Services with Wise and Pisano, to provide a review and analysis of operations of the Workman and Temple Homestead Museum (“Museum”); and

WHEREAS, the term of the Agreement was through December 31, 2017. The Parties desire to amend the Agreement to extend the term through June 30, 2018, to cover an additional six (6) months of service while the Consultants assist the City in creating a new governance and oversight structure for the Museum; and

WHEREAS, on or about November 9, 2017, the Consultants presented to City Council their report regarding the Museum to the City: Review and Analysis of Operations of the Workman and Temple Family Homestead Museum (“Report”); and

WHEREAS, on or about November 9, 2017 the City Council directed Consultants to assist the City with the implementation of their recommended actions contained in the Report; and

WHEREAS, on or about November 9, 2017 the City Council directed Consultants to assist the City with the implementation of the recommended actions contained in the Report; and

WHEREAS, the Parties to desire to amend the Agreement to expand the Scope of Services to include, assisting the City with the creation of a new governance and oversight structure for the Museum, developing options for a capital project to transform the Museum into a regional destination in the San Gabriel Valley, developing a draft charter for the Museum for the City Council’s review and consideration, and assisting with the creation of a non-profit organization designed to run the Museum as a public-private partnership; and

WHEREAS, given that additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$165,000.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

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

Section 1. Term

Section 1 of the Agreement shall be revised in its entirety to read as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. Payment

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

- (a) The City agrees to pay Consultants a total of One Hundred Ninety-Eight Thousand Dollars (\$198,000.00) in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed One Hundred Ninety-Eight Thousand Dollars (\$198,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services:

The Scope of Services shall be amended to include the following:

Consultants shall assist the City with: the creation of a new governance and oversight structure for the Museum, developing options for a capital project to transform the Museum into a regional destination in the San Gabriel Valley, developing a draft charter for the Museum for the City Council's review and consideration, and assisting with the creation of a non-profit organization designed to run the Museum as a public-private partnership.

Deliverables to be provided to the City by Consultants:

1. Preliminary presentation to the City Council no later than April 2018
2. Final presentation to the City Council no later than June 2018

Exhibit B Rate Schedule:

The Rate Schedule shall be amended to read in its entirety as follows:

The City shall pay Consultants as follows:

Commencing in January 2018, Wise shall be paid Twenty Thousand Dollars (\$20,000.00) per month, in accordance with the provisions set forth in Section 4(c) of this Agreement; and

Commencing in January 2018, Pisano shall be paid Seven Thousand Five Hundred Dollars (\$7,500.00) per month, in accordance with the provisions set forth in Section 4(c) of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CITY”
City of Industry

“CONSULTANTS”
Karen Wise

By: _____
Paul J. Philips, City Manager

By: _____
Karen Wise, Sole Proprietor

Attest:

Jane G. Pisano

By: _____
Diane M. Schlichting, Chief Deputy City Clerk

By: _____
Jane G. Pisano, Sole Proprietor

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

Professional Services Agreement with Karen Wise and Jane Pisano
dated March 23, 2017

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 23, 2017 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Karen Wise, a sole proprietorship ("Wise") and Jane G. Pisano, a sole proprietorship ("Pisano") (Wise and Pisano are hereinafter collectively referred to as "Consultants"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

(d) Consultants shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not

limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultants shall not perform any work for another person or entity for whom Consultants were not working on the Effective Date if both (i) such work would require Consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultants' performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultants hereby warrant that each is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultants were an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultants warrant that neither participated in any manner in the forming of this Agreement. Consultants understand that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultants will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultants will be required to reimburse the City for any sums paid to the Consultants. Consultants understand that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultants represent that all services will be performed by Jane Pisano and Karen Wise. No Subconsultants will be engaged to develop final deliverables.

(f) City shall provide Consultants with access to existing documents that include but are not limited to: museum charter/governance, finance and budget documents, metrics or data available on museum operations, and museum policies and procedures. City staff will coordinate with Consultants to achieve a cooperative environment with existing contractors that is conducive to development of strategic goals for the museum.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultants a total of Thirty Three Thousand Dollars \$33,000.00 in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty Three Thousand Dollars (\$33,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultants shall submit invoices for actual services performed. Invoices shall be submitted upon agreement execution, and at the time of City's receipt of the preliminary and final reports, as detailed in Exhibit A. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultants' fees it shall give written notice to the Consultant to whom the disputed fees pertain, within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 30 days of receipt of an invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultants the actual value of the work performed up to the time of termination, provided that the work performed is in accordance with the work specified in the agreement. Upon termination of the Agreement pursuant to this Section, the Consultants shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultants shall maintain, if applicable, complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultants agree that no reimbursement requests will be submitted for travel, materials, or other supplemental expenses, as the total payment proposed includes all expenses and no subcontractors or markups are proposed for this project. Consultants shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultants shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

7. INDEMNIFICATION

Section omitted.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultants are and shall at all times remain as to the City wholly independent consultants and/or independent contractors. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultants, except as set forth in this Agreement. Consultants shall not at any time or in any manner represent that they or any of their officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultants shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

The Consultants shall keep themselves informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultants shall at all times observe and comply with all such laws and regulations. The City, and its officers and

employees, shall not be liable at law or in equity occasioned by failure of the Consultants to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

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

To Wise: Karen Wise
3435 Ocean Park Boulevard
Santa Monica, CA 90405

To Pisano: Jane G. Pisano
4200 Dundee Drive
Los Angeles, CA 90405

15. ASSIGNMENT

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the

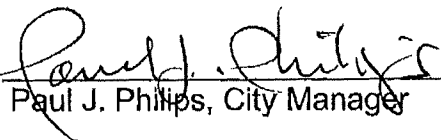
exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT


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

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

"CITY"
City of Industry

By: 
Paul J. Phillips, City Manager

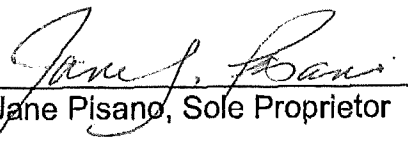
"CONSULTANTS"
Karen Wise

By: 
Karen Wise, Sole Proprietor

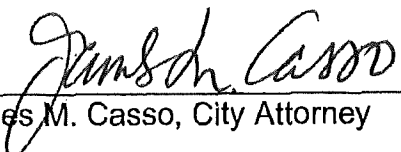
Jane Pisano

Attest:

By: 
Diane M. Schlichting, Chief Deputy City Clerk

By: 
Jane Pisano, Sole Proprietor

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultants' review and analysis of operations of the Workman and Temple Homestead Museum ("Museum") shall include, but is not limited to:

- Review of the organization, governance, management, structure and operations of the museum and the site, especially an assessment of their adherence to professional standards and practices in the museum field including planning, programming, budgeting, collections and financial management; and
- Initial assessment of the potential of the site to become a regional destination in the San Gabriel Valley and surrounding area.

Consultants' review shall include, but is not limited to:

- A. Review available documents, recent written and digital records, reports and any other written (including digital) documentation of museum activities and of activities that Historical Resources, Inc., ("HRI") performs on behalf of the Museum, as well as services provided by the City outside of the HRI contract:
- B. Visit the site, including public tours and behind the scenes tours, review the collections and operations and activities, programs, etc., the condition and maintenance of the site;
- C. Review of all manual and electronic/digital systems in use at the Museum including collections management database, ticketing system and all automated and non-automated systems in use at the museum. Ideally this will be a staff facilitated review;
- D. Individual interviews with up to 20 people, including staff, volunteers and stakeholders as follows:
 - a. Interview all staff currently working at the Museum
 - b. Interview a selection docents and a selection of other local stakeholders
 - c. Interview/gather information from a selection of regional (Southern California) stakeholders, experts and analogous sites
- E. Additional review and research as needed (e.g. digital/web output, other official and unofficial activities at or for the Museum)
- F. Research and provide comparative information on at least four Museums and similar sites which are analogous in relevant respects to the Workman and Temple Homestead Museum and which can provide benchmarks for Consultants' analysis.

Consultants will use available information to analyze and review the information gathered from documents, site visits, interviews and research to:

- A. Identify the Museum's core assets and unique advantages, especially as they relate to the potential of the site to serve as a destination and resource for the City and surrounding areas;
- B. Understand current practices and policies and assess the extent to which they align with current standards in museum governance, management and practice. This includes oversight, governance, planning, budgeting, fiscal and resource management policies and procedures and human resources including paid staff and volunteer programs;
- C. Understand recent patterns in attendance and visitor/community response to programs and activities; and
- D. Provide the City with an assessment of the current management of the museum and the extent to which it aligns with current best practices in museums and historic site management, identify any issues and provide options and recommendations as needed.

This information and analysis will be provided to the City in the form of a preliminary presentation and a final written report.

Deliverables to be provided to the City by Consultants:

1. In person presentation of first draft findings to City administration in late July 2017; and
2. Final written report with additional presentation in September 2017.

The report shall include an assessment of the degree to which the Museum is managed in accordance with standard museum practice, and as needed, options and recommendations to bring the museum, its governance, management and operations into alignment with current best practices in the museum field.

The report shall cover the following topics, which are standard elements of museum management: governance and oversight, mission and vision, planning and goal setting, budgeting and financial management, collections policies and procedures, exhibits, activities and programs, staffing and volunteer program, attendance and audience. The report will include a benchmark summary of at least four (4) museums or similar organizations that are analogous in salient respects to the Museum. It will also include a preliminary list of high level recommendations and/or options for increasing the profile and attendance of the museum and an assessment of what it would take to make it into a regional destination in the San Gabriel Valley and surrounding areas.

EXHIBIT B

RATE SCHEDULE

Consultants shall be compensated Thirty Three Thousand Dollars (\$33,000.00) for the Services set forth herein.

The City shall pay Consultants as follows:

20% (\$6,600.00) due upon execution of the agreement, 25% to Jane Pisano and 75% to Karen Wise;

60% (\$19,800.00) due upon presentation of preliminary report, 25% to Jane Pisano and 75% to Karen Wise; and

20% (\$6,600.00) due upon receipt and acceptance of final report, 25% to Jane Pisano and 75% to Karen Wise.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *S*
Joshua Nelson, Deputy Agency Engineer, CNC Engineering
Lisette Calleros, Funding Program Consultant, Avant Garde

DATE: December 21, 2017

SUBJECT: Consideration of Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority for the SR 57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp

Background:

On November 23, 2011, the City entered into a Memorandum of Understanding ("MOU") with Los Angeles County Metropolitan Transportation Authority ("LACMTA" or "Metro"), defining the terms and conditions under which the SR-57/60 Confluence Project Westbound Grand Avenue Slip On-Ramp's ("Project") activities are performed and financed. The Project is Phase I of the larger SR-57/60 Confluence Project and includes the construction of a new westbound slip on-ramp and auxiliary lane, closure of the southbound Grand Avenue left turn lanes at the westbound SR-60 loop on-ramp and removal of the median along Grand Avenue to restripe a second southbound left turn lane to the eastbound SR-60.

Through Metro's 2009 Call for Projects, the City secured \$8.7 million in local Proposition C grant funds for a 50% share in project costs related to the right of way acquisition, construction and construction management. The remaining 50% share is expected to be funded in bond proceeds from the Successor Agency.

Metro implements a lapsing policy on all Call for Projects funding to ensure resources are provided for projects that can use them in a timely manner. The policy states that if programmed funds are not expended before their lapsing date, the grantee runs the risk of those funds becoming de-obligated for the entire project and therefore no longer being able to use them. Under the MOU, all funds programmed for: FY2011/12 were subject to lapse on June 30, 2014; FY2012/13 were subject to lapse on June 30, 2015; and FY2013/14 were subject to lapse on June 30, 2016.

On August 1, 2015, the City executed Amendment No. 1 to MOU P00F3137 to extend the lapsing date of funds programmed for FY2011/12 and 2012/13 to June 30, 2016.

With construction underway as of March 8, 2016 and the City having already requested reimbursement for early Project costs, the Metro Project Manager began working with the City to process a second amendment after the lapsing date of June 30, 2016. The locally managed Call for Projects funds are allowed some flexibility in the lapsing date dependent upon a positive demonstration of Project progress and expenditures. Processing a second amendment to extend the lapsing date allowed the City to keep their funding without having to appear before the Metro Technical Advisory Committee (TAC) and requesting to do so.

On June 1, 2017, the City executed Amendment No. 2 to MOU P00F3137 to extend the lapsing date of the project funds to February 28, 2018.

Discussion:

A third amendment is necessary to reprogram \$2,800,000 of the funds from FY 2013/14 to FY 2017/18. These reprogrammed funds will be subject to lapse on June 30, 2020. This action enables the City to continue to expend Call for Projects funds. The Project is currently under construction with completion expected by November 2018.

It should be noted that the Metro Board adopted a Revised Lapsing Policy. The Revised Lapsing Policy limits projects to a one-time 20-month lapsing date extension from the last year of programming and eliminates interim lapsing dates.

Amendment No. 3 also includes the following revisions:

- Part I, Paragraph 2 of the existing MOU is being amended by deleting it in its entirety and replacing it with language that incorporates the reprogrammed funds.
- Part II, Paragraph 8.1 (iv) of the existing MOU is being amended by deleting it in its entirety and replacing it with language that incorporates the new lapse date for the reprogrammed funds.
- Attachment A of the existing MOU is to be replaced by Attachment A-1 which consists of an updated project funding breakdown.
- Attachment C-1 Scope of Work is to be amended by updating and replacing the Revised Project Schedule.

Fiscal Impact:

There are no costs associated with the third amendment.

Recommendation:

- 1) Staff recommends that the City Council approve and execute Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority.

Exhibit:

- A. Amendment No. 3 to the Memorandum of Understanding between the City of Industry and Los Angeles County Metropolitan Transportation Authority

EXHIBIT A

Amendment No. 3 to the Memorandum of Understanding between the City of Industry
and Los Angeles County Metropolitan Transportation Authority

[Attached]

AMENDMENT NO. 3
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF INDUSTRY
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Memorandum of Understanding (this "Amendment"), is dated as of November 1, 2017, by and between City of Industry ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F3137 dated November 23, 2011, which was amended on August 1, 2015 and June 1, 2017 (as amended, the "Existing MOU"), which Existing MOU provides for the SR-57/SR-60 Confluence Project: Westbound Slip On-Ramp ("the Project"); and

B. Whereas, LACMTA Board on July 27, 2017 approved reprogramming \$2,800,000 of the Funds from FY 2013-14 to FY 2017-18; and

C. GRANTEE and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of Proposition C25% funds in the amount of \$8,751,425 ("the Funds") for the Project. LACMTA Board of Directors' action of September 24, 2009, granted the Funds to GRANTEE for the Project. The Funds were programmed over three years, Fiscal Years (FY) 2011-12, FY 2012-13 and FY 2013-14. LACMTA Board of Director's action of July 27, 2017, approved reprogramming of \$2,800,000 of Funds from FY 2013-14 to FY 2017-18. Funds are programmed over four years, Fiscal Years (FY) 2011-12, FY 2012-13, FY 2013-14 and FY 2017-18."

2. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "funds programmed from FY 2011-12 are no longer available. Funds programmed from FY 2012-13 and FY 2013-14 are subject to lapse on February 28, 2018. Funds programmed for FY 2017-18 are subject to lapse on June 30, 2020."

3. Attachment A of the Existing MOU is hereby replaced by Attachment A-1, attached.

4. Attachment C-1 – Scope of Work, attached to the Existing MOU is hereby amended by deleting the Revised Project Schedule and replacing it with the following Revised Project Schedule:

MOU Milestones	Amendment #2 Project Schedule		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
PS&E – Outside Caltrans ROW		Completed		Completed
Preparation of PS&E		Completed		Completed
ROW	June 2011	Completed	June 2011	Completed
On-Ramp Construction	March 2016	February 2018	March 2016	November 2018
Diamond Bar Creek Construction (outside state ROW)	November 2011	Completed	November 2011	Completed
Grand Avenue Improvements	March 2016	February 2018	March 2016	November 2018
Total Project Duration (Months)	81		90	

*On March 14, 2011, the City received a letter of no prejudice to begin work on the Diamond Bar Creek Restoration.

5. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

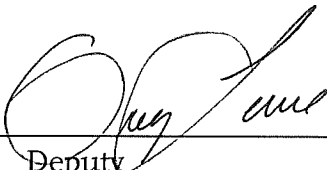
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 11/2/17

CITY OF INDUSTRY

By: _____
Paul Philips
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
James M. Casso
City Attorney

Date: _____

ATTACHMENT A-1 - PROJECT FUNDING

CFP#: F3137
FTIP#: LA0D393

MOU.P00F3137

PROJECT TITLE: SR-57/SR-60 Confluence Project: Westbound Slip On-Ramp
GRANTEE/ PROJECT SPONSOR: City of Industry
(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	FY2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2017-18	FY 2018-19	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 5%								
Proposition C 10%								
Proposition C 25%	\$ 1,051,000	\$ 3,246,000	\$ 1,654,425		\$ 2,800,000		\$ 8,751,425	50.0%
Proposition C 40%								
LACMTA SUBTOTAL							\$ 8,751,425	50.0%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type) (Write specific type of funding match)								
SELECT:								
City General Fund								
Prop A or C Local Return								
STPL								
Other (2008 Sublien Bond)	\$ 1,051,000	\$ 3,246,000	\$ 1,654,425		\$ 2,800,000		\$ 8,751,425	50.0%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							\$ 8,751,425	50.0%
TOTAL PROGRAMMED FUNDING	\$ 2,102,000	\$ 6,492,000	\$ 3,308,850	\$ -	\$ 5,600,000	\$ -	\$ 17,502,850	100.0%

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Paul J. Philips, City Manager *Paul J. Philips*

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*

DATE: December 21, 2017

SUBJECT: Consideration to reject the bids for Contract No. CITY-1440, Tonner Canyon Zipline Construction

Background:

On September 24, 2017, the City Council authorized solicitation of public bids for Contract No. 1440, Tonner Canyon Zipline Construction for an estimated cost of \$220,000.00. This project was bid to construct a certified new dual zipline adventure activity at the Youth Activities League ("YAL") Camp Courage located in Tonner Canyon. The scope of work consisted of all required topographic surveying, geotechnical investigation, solar panel lighting for zipline area, and architectural and engineering design as required for construction of the zipline. The bid closed on November 3, 2017 with one (1) company, The Devlin Group, Inc., bidding for the project.

On November 30, 2017, the City Council reviewed the bid, and considered award of the contract to The Devlin Group Inc. However, given that only one bid was received for the project, the amount of the bid was \$325,000.00, and the zipline is used infrequently by the YAL, the City Council requested that City staff meet with the YAL Board to determine if the Board could use the funds for a project of higher priority and/or which impacts more youth.

Discussion:

City staff met with the YAL to discuss this project and determined the funds could be used for other projects. City Staff is recommending that the City Council reject all bids for this project to allow the funds to be used on a future project.

A Notice of Intent to reject all bids was sent to the bidders on December 13, 2017.

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1) City staff recommends that the City Council reject all bids received for Contract No. 1440, Tonner Canyon Zipline Construction.

Exhibit:

- A. City of Industry Notice of Intent to Reject all Bids

PJP/AG:af

EXHIBIT A

City of Industry Notice of Intent to Reject all Bids

[Attached]

CITY OF INDUSTRY
CITY COUNCIL

NOTICE IS HEREBY GIVEN to all bidders that at its regular meeting on December 21, 2017, City Staff will recommend that the City Council formally reject all bids for **Project No. CITY-1440, Tonner Canon Zipline Construction**, as more particularly described in the plans and specifications therefore.



Diane M. Schlichting, Chief Deputy City Clerk