

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

MARCH 8, 2018
9:00AM



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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

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 March 8, 2018

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

5.2 Consideration of the minutes of the October 13, 2016 regular meeting, October 27, 2016 regular meeting, November 10, 2016 regular meeting, November 17, 2016 regular meeting, December 8, 2016 regular meeting, December 8, 2016 special meeting, and December 22, 2016 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. ACTION ITEMS

6.1 Consideration of a Professional Services Agreement with Joe A. Gonsalves & Son for governmental relations services

RECOMMENDED ACTION: Approve the Agreement.

6.2 Consideration of Resolution No. CC 2018-06 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE FISCAL YEAR 2017-2018 MID-YEAR BUDGET AMENDMENTS

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-06.

6.3 Consideration of Ordinance No. 804 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 10.40.010 OF CHAPTER 10.40 (SPEED LIMITS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CITY OF INDUSTRY MUNICIPAL CODE (FIRST READING)

RECOMMENDED ACTION: 1) Waive reading of Ordinance No. 804 and read by title only; and 2) introduce Ordinance No. 804.

6.4 Consideration of a Professional Services Agreement with Goss Engineering, Inc., Agreement No. DS-18-019-B, for EXPO Barn Facilities Lighting Upgrade Design and Specifications Services, in an amount not-to-exceed \$15,260.00, from March 8, 2018 to March 8, 2019

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive Project

RECOMMENDED ACTION: Approve the Amendment.

- 6.6 Consideration of the Second Amendment to the Joint Use Agreement between the City of Industry and West Covina to define and permit the requested upgrades to the 1 Industry Hills Parkway radio site

RECOMMENDED ACTION: Approve the Amendment.

- 6.7 Consideration of authorization to advertise for solicitation of public bids for Agreement No. DS-18-040-B, Industry Hills Grand Arena Painting, for an estimated cost of \$1,100,000.00

RECOMMENDED ACTION: Provide direction to staff.

- 6.8 Presentation, discussion, and direction regarding the conceptual design for the Avalon Room at Industry Hills Expo Center

RECOMMENDED ACTION: Provide direction to staff.

- 6.9 Presentation, discussion, and direction regarding the conceptual design for the Patio Cafe at Industry Hills Expo Center

RECOMMENDED ACTION: Provide direction to staff.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
(1 Potential Case)

- 10.2 CONFERENCE WITH LEGAL COUNSEL – Public Employment pursuant
to Government Code Section 54957
Title: City Manager

- 10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.
Los Angeles Superior Court

Case No. KC068777

- 10.4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: Sincere Orient Commercial Corp., v City of Industry, et al
United States District Court, Central District
Case No. 2:17-cv-04755-PSG RAO

- 10.5 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS

- 10.6 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to the Industry Urban-Development Agency; Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS

- 10.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295

- 10.8 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171398

11. Adjournment. The next regular City Council Meeting will be Thursday, March 22, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MARCH 8, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,614,279.53
103	PROP A FUND	16,814.61
120	CAPITAL IMPROVEMENT FUND	686,254.93
140	CITY DEBT SERVICE	500.00
161	IPUC - ELECTRIC	473,891.51
TOTAL ALL FUNDS		2,791,740.58

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	244,586.38
REF	REFUSE - CKING ACCOUNT	5,130.80
WFBK	WELLS FARGO - CKING ACCOUNT	2,542,023.40
TOTAL ALL BANKS		2,791,740.58

APPROVED PER DIRECTOR OF FINANCE

**CITY OF INDUSTRY
BANK OF AMERICA
March 8, 2018**

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1437	02/15/2018		CITY OF INDUSTRY	\$244,586.38
	Invoice	Date	Description	Amount
	02/15/18	02/15/2018	TRANSFER FUNDS-ELECTRIC	\$244,586.38

Check	Status	Count	Transaction Amount
	Total	1	\$244,586.38

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

March 8, 2018

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
80084	02/26/2018		CELLPAK, INC.	\$5,068.71
	Invoice	Date	Description	Amount
	2/20/2018	02/20/2018	REFUND-ACCOUNT #081469	\$5,068.71
80085	03/08/2018		FIND IMPORT CORPORATION	\$62.09
	Invoice	Date	Description	Amount
	2/20/2018	02/20/2018	REFUND-ACCOUNT #075263	\$62.09

Checks	Status	Count	Transaction Amount
	Total	2	\$5,130.80

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68209	02/22/2018		02/28/2018	THE MORROW LAW FIRM (\$19,166.00)
	Invoice	Date	Description	Amount
	JAN-APR 2018	02/07/2018	VOIDED-INCORRECT AMOUNT	(\$19,166.00)
68230	02/26/2018		02/28/2018	CALPINE ENERGY SOLUTIONS, LLC (\$62,952.83)
	Invoice	Date	Description	Amount
	180510008514803	02/20/2018	VOIDED-PAPER JAM	(\$62,952.83)
68231	02/26/2018		02/28/2018	KEENAN AND ASSOCIATES (\$3,204.00)
	Invoice	Date	Description	Amount
	208650	12/17/2017	VOIDED-PAPER JAM	(\$3,204.00)

Checks	Status	Count	Transaction Amount
	Total	3	(\$85,322.83)

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68222	02/20/2018		FRONTIER	\$2,122.24
	Invoice	Date	Description	Amount
	2018-00000986	02/01/2018	02/01-02/28/18 SVC - GS-21650 VALLEY BLVD	\$51.31
	2018-00000987	02/01/2018	02/01-02/28/18 SVC - VARIOUS GENERATOR SITES	\$1,053.26
	2018-00000988	02/01/2018	02/01-02/28/18 SVC - VARIOUS SITES	\$963.68
	2018-00000989	02/01/2018	02/01-02/28/18 SVC - GS-21700 VALLEY BLVD	\$53.99
68223	02/20/2018		SO CALIFORNIA EDISON COMPANY	\$915.21
	Invoice	Date	Description	Amount
	2018-00000990	02/06/2018	01/05-02/05/18 SVC - 1123 HATCHER AVE STE A	\$205.47
	2018-00000991	02/06/2018	01/01-02/01/18 SVC - NOGALES ST/SAN JOSE AVE	\$467.69
	2018-00000992	02/06/2018	01/05-02/05/18 SVC - 1135 HATCHER AVE	\$242.05
68224	02/20/2018		SOCALGAS	\$1,236.09
	Invoice	Date	Description	Amount
	2018-00000993	02/02/2018	01/03-01/31/18 SVC - 2700 CHINO HILLS PKWY	\$83.66
	2018-00000994	02/02/2018	01/03-01/31/18 SVC - 1 INDUSTRY HILLS PKWY	\$13.81
	2018-00000995	02/06/2018	01/05-02/02/18 SVC - 15625 STAFFORD ST APT A	\$234.20
	2018-00000996	02/06/2018	01/05-02/02/18 SVC - 15625 STAFFORD ST APT B	\$330.10
	2018-00000997	02/06/2018	01/05-02/02/18 SVC - 15651 STAFFORD ST	\$216.91
	2018-00000998	02/06/2018	01/05-02/02/18 SVC - 15633 RAUSCH RD	\$357.41
68225	02/20/2018		SUBURBAN WATER SYSTEMS	\$276.26
	Invoice	Date	Description	Amount
	180031204132	02/02/2018	01/04-02/02/18 SVC - NE CNR VALLEY/STIMS	\$276.26
68226	02/20/2018		VERIZON WIRELESS - LA	\$1,510.84
	Invoice	Date	Description	Amount
	9800632804	01/26/2018	12/27-01/26/18 SVC - VARIOUS WIRELESS SVC	\$1,510.84
68227	02/21/2018		NATIONAL COMMUNITY	\$333,959.19

**CITY OF INDUSTRY
WELLS FARGO BANK
March 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	#002	01/16/2018	EXPENSE REIMBURSEMENT PER AGRMT-IPHMA	\$122,658.21
	#002-A	01/26/2018	EXPENSE REIMBURSEMENT PER AGRMT-IPHMA	\$211,300.98
68228	02/26/2018		BANK OF AMERICA - VISA	\$2,120.77
	Invoice	Date	Description	Amount
	2018-00001000	02/06/2018	1/7-2/6/18 CREDIT CARD EXPENSES-AGUIRRE	\$2,120.77
68229	02/26/2018		BANK OF AMERICA - VISA	\$2,469.12
	Invoice	Date	Description	Amount
	2018-00000999	02/06/2018	1/7-2/6/18 CREDIT CARD EXPENSES-PHILIPS	\$2,469.12
68230	02/26/2018		CALPINE ENERGY SOLUTIONS, LLC	\$62,952.83
	Invoice	Date	Description	Amount
	180510008514803	02/20/2018	02/28/2018 WHOLESALE USE-JAN 2018	\$62,952.83
68231	02/26/2018		KEENAN AND ASSOCIATES	\$3,204.00
	Invoice	Date	Description	Amount
	208650	12/17/2017	02/28/2018 PREMIUM FOR STORAGE TANKS	\$3,204.00
68232	02/26/2018		L A COUNTY REGISTRAR-	\$64.50
	Invoice	Date	Description	Amount
	PLAN 17-2-A	02/21/2018	BALANCE OF UPDATED FEE FOR PLAN 17-2	\$64.50
68233	02/28/2018		CALPINE ENERGY SOLUTIONS, LLC	\$62,952.83
	Invoice	Date	Description	Amount
	180510008514803	02/20/2018	WHOLESALE USE-JAN 2018	\$62,952.83
68234	02/28/2018		KEENAN AND ASSOCIATES	\$3,204.00
	Invoice	Date	Description	Amount
	208650	12/17/2017	PREMIUM FOR STORAGE TANKS	\$3,204.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68235	03/08/2018		ACE CONSTRUCTION AUTHORITY	\$5,374.29
	Invoice	Date	Description	Amount
	ACE-204-23	02/06/2018	BETTERMENT AGRMT-FAIRWAY DR GRADE	\$5,374.29
68236	03/08/2018		ACE CONSTRUCTION AUTHORITY	\$3,127.64
	Invoice	Date	Description	Amount
	ACE-207-23	02/06/2018	BETTERMENT AGRMT-FULLERTON RD GRADE	\$3,127.64
68237	03/08/2018		ADVANCED DISCOVERY, INC.	\$1,864.60
	Invoice	Date	Description	Amount
	B220433	01/31/2018	DOCUMENT MGMT SVC-JAN 2018	\$1,864.60
68238	03/08/2018		ALL AMERICAN ELECTRIC	\$710.63
	Invoice	Date	Description	Amount
	6001	02/15/2018	SERVICE CALL-CITY HALL	\$710.63
68239	03/08/2018		ARAMARK REFRESHMENT SERVICE,	\$188.51
	Invoice	Date	Description	Amount
	7809125	02/02/2018	COFFEE/OFFICE SUPPLIES	\$188.51
68240	03/08/2018		BRAVO SIGN & DESIGN INC	\$1,475.00
	Invoice	Date	Description	Amount
	180032	02/14/2018	CITY LOGOS FOR VEHICLES	\$1,475.00
68241	03/08/2018		BUTSKO UTILITY DESIGN INC.	\$8,458.13
	Invoice	Date	Description	Amount
	29706J	12/31/2017	UTILITY ENGINEERING-DEC 2017	\$5,065.00
	29386I	08/31/2017	UTILITY ENGINEERING-AUG 2017	\$3,393.13
68242	03/08/2018		CALIFORNIA ASSOCIATION OF	\$390.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	18-0034	02/08/2018	MEMBERSHIP DUES 3/1/18-2/28/19	\$390.00
68243	03/08/2018		CALIFORNIA MUNICIPAL	\$500.00
	Invoice	Date	Description	Amount
	18021407	02/07/2018	OVERLAPPING DEBT STMT	\$500.00
68244	03/08/2018		CARLSON, CALLADINE &	\$20,937.81
	Invoice	Date	Description	Amount
	20081	02/14/2018	LEGAL SVC-JAN 2018	\$20,937.81
68245	03/08/2018		CASC ENGINEERING AND	\$17,619.29
	Invoice	Date	Description	Amount
	0038641	01/31/2018	INITIAL STUDY-13031 TEMPLE AVE	\$3,425.09
	0038660	01/31/2018	INITIAL STUDY-16601 E. CHESTNUT ST	\$7,674.20
	38662	01/31/2018	NPDES CONSULTING SVC-COI	\$6,520.00
68246	03/08/2018		CDW GOVERNMENT LLC	\$371.04
	Invoice	Date	Description	Amount
	LNX2645	01/31/2018	COMPUTER EQUIPMENT	\$371.04
68247	03/08/2018		CHEM PRO LABORATORY, INC	\$269.00
	Invoice	Date	Description	Amount
	630400	01/23/2018	WATER TREATMENT-JAN 2018	\$269.00
68248	03/08/2018		CINTAS CORPORATION LOC 693	\$48.67
	Invoice	Date	Description	Amount
	693835105	02/16/2018	DOOR MATS	\$48.67
68249	03/08/2018		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 8, 2018**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3123877	01/31/2018	DISP SVC-16212 TEMPLE	\$84.51
3123876	01/31/2018	DISP SVC-14310 PROCTOR AVE	\$84.51
3123875	01/31/2018	DISP SVC-16200 TEMPLE AVE	\$84.51
3123874	01/31/2018	DISP SVC-15236 VALLEY BLVD	\$169.02
3123873	01/31/2018	DISP SVC-138 TURNBULL CYN RD	\$28.17
3123872	01/31/2018	DISP SVC-132 TURNBULL CYN RD	\$28.17
3123871	01/31/2018	DISP SVC-130 TURNBULL CYN RD	\$28.17
3123870	01/31/2018	DISP SVC-17229 CHESTNUT ST	\$84.51
3123869	01/31/2018	DISP SVC-15722 NELSON AVE	\$28.17
3123868	01/31/2018	DISP SVC-20137 E WALNUT DR	\$28.17
3123867	01/31/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
3123866	01/31/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3123865	01/31/2018	DISP SVC-15652 NELSON AVE	\$28.17
3123864	01/31/2018	DISP SVC-15714 NELSON AVE	\$28.17
3123863	01/31/2018	DISP SVC-16224 HARDORF RD	\$28.17
3123862	01/31/2018	DISP SVC-16238 HANDORF RD	\$28.17
3123861	01/31/2018	DISP SVC-16227 HANDORF RD	\$28.17
3123860	01/31/2018	DISP SVC-16217 HANDORF RD	\$56.34
3123859	01/31/2018	DISP SVC-16218 HANDORF RD	\$28.17
3123858	01/31/2018	DISP SVC-163220 HANDORF RD	\$84.51
3123857	01/31/2018	DISP SVC-16242 HANDORF RD	\$56.34
3123856	01/31/2018	DISP SVC-16229 HANDORF RD	\$28.17
3123855	01/31/2018	DISP SVC-16014 HILL ST	\$28.17
3123854	01/31/2018	DISP SVC-16010 HILL ST	\$56.34
3123853	01/31/2018	DISP SVC-16000 HILL ST	\$28.17
3123852	01/31/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3123851	01/31/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3123850	01/31/2018	DISP SVC-643 GIANO AVE	\$56.34
3123849	01/31/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3123848	01/31/2018	DISP SVC-15634 NELSON AVE	\$28.17
3123847	01/31/2018	DISP SVC-15736 NELSON AVE	\$28.17

**CITY OF INDUSTRY
WELLS FARGO BANK
March 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3123846	01/31/2018	DISP SVC-16020 HILL ST		\$28.17
3123845	01/31/2018	DISP SVC-210 S 9TH AVE		\$56.34
3123844	01/31/2018	DISP SVC-754 S 5TH AVE		\$56.34
3123843	01/31/2018	DISP SVC-629 GIANO AVE		\$56.34
3123842	01/31/2018	DISP SVC-15626 NELSON AVE		\$28.17
3123841	01/31/2018	DISP SVC-15644 NELSON AVE		\$28.17
3123840	01/31/2018	DISP SVC-15730 NELSON AVE		\$28.17
3123839	01/31/2018	DISP SVC-507 TURNBULL CYN RD		\$56.34
3123838	01/31/2018	DISP SVC-15702 NELSON AVE		\$28.17
3123837	01/31/2018	DISP SVC-15710 NELSON AVE		\$28.17
3123836	01/31/2018	DISP SVC-14362 PROCTOR AVE		\$84.51
3123835	01/31/2018	DISP SVC-16000 TEMPLE AVE		\$140.85
3133834	01/31/2018	DISP SVC-3226 GILMAN RD		\$84.51
68250	03/08/2018		CITY OF INDUSTRY-PAYROLL ACCT	\$400,000.00
Invoice	Date	Description	Amount	
P/R PE 2/9/18	02/16/2018	REIMBURSE FOR PAYROLL PE 2/9/18	\$150,000.00	
P/R PE 2/23/18	02/28/2018	REIMBURSE FOR PAYROLL PE 2/23/18	\$250,000.00	
68251	03/08/2018		CITY OF INDUSTRY-REFUSE	\$236.40
Invoice	Date	Description	Amount	
3143961	02/01/2018	DISP SVC-METROLINK	\$236.40	
68252	03/08/2018		CLARK DUGGER PHOTOGRAPHY	\$4,849.00
Invoice	Date	Description	Amount	
1292	02/19/2018	VIDEO PRODUCTION-HOMESTEAD	\$4,849.00	
68253	03/08/2018		CNC ENGINEERING	\$46,308.85
Invoice	Date	Description	Amount	
456546	02/22/2018	UNRUH AVE/DON JULIAN RECONSTRUCTION	\$344.94	
456547	02/22/2018	VALLEY BLVD RECONSTRUCTION	\$11,966.60	

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
456548	02/22/2018		CITYWIDE CATCH BASIN RETROFIT	\$201.41
456549	02/22/2018		TONNER CYN PROPERTY	\$4,945.73
456554	02/22/2018		TRES HERMANOS GENERAL ENGINEERING	\$2,549.42
456556	02/22/2018		VARIOUS ASSIGNMENTS RELATED TO SUCCESSOR	\$26,300.75
68254	03/08/2018		CORDOBA CORPORATION	\$268,494.77
Invoice	Date	Description	Amount	
218130	02/09/2018	REAL ESTATE ADVISORY-JAN 2018	\$45,000.00	
218132	02/13/2018	UTILITY ADMINISTRATION-JAN 2018	\$144,631.34	
217596	12/12/2017	COI STORMWATER CAPTURE PROJECT	\$78,863.43	
68255	03/08/2018		COSTCO WHOLESALE	\$425.12
Invoice	Date	Description	Amount	
679 5 256 35	01/29/2018	OFFICE SUPPLIES	\$19.98	
679 3 37 12	02/02/2018	OFFICE SUPPLIES	\$405.14	
68256	03/08/2018		INDUSTRY HILLS EXPO CENTER	\$1,650.00
Invoice	Date	Description	Amount	
PAV-022218	02/21/2018	VENUE RENTAL FEE FOR ACTIVE SHOOTER	\$1,650.00	
68257	03/08/2018		D M V RENEWAL	\$257.00
Invoice	Date	Description	Amount	
6UBX655-18	02/20/2018	REGISTRATION RENEWAL-LIC 6UBX655	\$257.00	
68258	03/08/2018		DEPT OF ANIMAL CARE & CONTROL	\$4,561.54
Invoice	Date	Description	Amount	
02/15/18	02/15/2018	SHELTER COST-JAN 2018	\$4,561.54	
68259	03/08/2018		EASYLINK SERVICES	\$68.50
Invoice	Date	Description	Amount	
07634191802	02/02/2018	FAX SVC-JAN 2018	\$68.50	

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68260	03/08/2018		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	6537	02/15/2018	PUENTE HILLS AUTO DISPLAY	\$1,763.00
68261	03/08/2018		ERNEST MILLER	\$300.00
	Invoice	Date	Description	Amount
	PPEM10	02/22/2018	WORKSHOP ON 3/24/18-HOMESTEAD	\$300.00
68262	03/08/2018		FEDERAL EXPRESS CORP.	\$550.40
	Invoice	Date	Description	Amount
	6-084-21676	02/09/2018	MESSENGER SVC	\$550.40
68263	03/08/2018		FERGUSON ENTERPRISES, INC	\$422.86
	Invoice	Date	Description	Amount
	5713550	02/08/2018	PLUMBING SUPPLIES-TONNER CYN	\$224.40
	5686924	02/01/2018	PLUMBING SUPPLIES-TONNER CYN	\$198.46
68264	03/08/2018		GENERAL UNDERGROUND FIRE	\$673.50
	Invoice	Date	Description	Amount
	2/14/2018	02/14/2018	BUILDING PERMIT REFUND-BL 1801240027	\$220.00
	2/14/2018-A	02/14/2018	BUILDING PERMIT REFUND-BL 1801240026	\$453.50
68265	03/08/2018		GREATER LOS ANGELES AREA	\$1,801.17
	Invoice	Date	Description	Amount
	#1/2018	01/31/2018	TONNER CYN WATER CHARGES-JAN 2018	\$1,801.17
68266	03/08/2018		GREENFIELDS OUTDOOR FITNESS,	\$6,949.55
	Invoice	Date	Description	Amount
	4661	01/31/2018	INDUSTRY HILLS TRAIL FITNESS EQUIPMENT	\$6,949.55

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68267	03/08/2018		HACIENDA-LA PUENTE UNIFIED	\$1,385.00
	Invoice	Date	Description	Amount
	#17/18-33PP-REV	02/01/2018	BUS FUNDING STIPEND-HOMESTEAD	\$1,385.00
68268	03/08/2018		HISTORICAL RESOURCES, INC.	\$69,934.89
	Invoice	Date	Description	Amount
	02/21/18	02/21/2018	REIMBURSEMENT FOR OFFICE SUPPLIES	\$240.96
	02/21/18-A	02/21/2018	REIMBURSEMENT FOR F & M CREDIT CARD	\$5,063.26
	02/21/18-B	02/21/2018	AGRMT REIMBURSEMENT FOR FEB 2018	\$64,630.67
68269	03/08/2018		INDUSTRY MANUFACTURERS	\$43,341.19
	Invoice	Date	Description	Amount
	JANUARY 2018	02/14/2018	EXPENSE REIMBURSEMENT-JAN 2018	\$43,341.19
68270	03/08/2018		INDUSTRY MANUFACTURERS	\$90.00
	Invoice	Date	Description	Amount
	02/15/18	02/15/2018	HR LUNCHEON ON 2/13/18	\$90.00
68271	03/08/2018		INDUSTRY PUBLIC UTILITIES	\$707,289.91
	Invoice	Date	Description	Amount
	2/16/2018	02/16/2018	REIMBURSEMENT FOR SAN GABRIEL VALLEY	\$707,289.91
68272	03/08/2018		INDUSTRY SECURITY SERVICES	\$40,145.82
	Invoice	Date	Description	Amount
	14-22082	02/01/2018	SECURITY SVC-METROLINK	\$1,708.70
	14-22056	01/26/2018	SECURITY SVC-METROLINK	\$1,719.22
	14-22137	02/16/2018	SECURITY SVC-METROLINK	\$1,729.73
	14-22136	02/16/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22117	02/09/2018	SECURITY SVC 2/2-2/8/18	\$14,486.80
	14-22125	02/09/2018	SECURITY SVC-METROLINK	\$1,708.71
	14-22126	02/09/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	14-22128	02/16/2018	SECURITY SVC 2/9-2/15/18	\$14,418.42
68273	03/08/2018		INDUSTRY TIRE SERVICE	\$35.00
	Invoice	Date	Description	Amount
	0279987	02/16/2018	REPAIR LOOSE TIRE	\$35.00
68274	03/08/2018		IRRI-CARE PLUMBING & BACKFLOW	\$3,531.46
	Invoice	Date	Description	Amount
	8541	02/16/2018	MEDIAN ON VALLEY BLVD	\$3,531.46
68275	03/08/2018		JANUS PEST MANAGEMENT	\$2,790.00
	Invoice	Date	Description	Amount
	195612	02/01/2018	PEST SVC-HOMESTEAD	\$580.00
	195564	01/24/2018	PEST RODENT PROGRAM-METROLINK	\$365.00
	195558	01/24/2018	PEST SVC-METROLINK	\$750.00
	195393	01/10/2018	PEST SVC-TONNER CYN	\$122.00
	195413	01/08/2018	PEST SVC-15559 RAUSCH RD	\$85.00
	195412	01/08/2018	PEST SVC-15660 STAFFORD (IPUC)	\$85.00
	195446	01/19/2018	PEST SVC-OLD BREA CYN RD	\$168.00
	195445	01/03/2018	PEST SVC-OLD BREA CYN RD	\$168.00
	195411	01/08/2018	PEST SVC-IMC	\$145.00
	195410	01/08/2018	PEST SVC-CITY HALL	\$145.00
	195392	01/10/2018	PEST SVC-TONNER CYN	\$102.00
	195397	01/10/2018	PEST SVC-TONNER CYN	\$75.00
68276	03/08/2018		JAS PACIFIC	\$27,840.00
	Invoice	Date	Description	Amount
	BI 12835	02/05/2018	DEVELOPMENT SVC SUPPORT-JAN 2018	\$27,840.00
68277	03/08/2018		JEFF PARRIOTT PHOTOGRAPHIC	\$1,927.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	00538	02/14/2018	PROF SVC-HOMESTEAD	\$1,927.50
68278	03/08/2018		KLINE'S PLUMBING, INC.	\$1,665.00
	Invoice	Date	Description	Amount
	10628	02/14/2018	EMERGENCY REPAIR-205 HUDSON	\$350.00
	10631	02/16/2018	EMERGENCY REPAIR-205 HUDSON	\$250.00
	10625-2	02/16/2018	BALANCE-REPAIR AT EL ENCANTO	\$1,065.00
68279	03/08/2018		L A COUNTY DEPT OF PUBLIC	\$4,907.09
	Invoice	Date	Description	Amount
	IN180000616	02/14/2018	ACCIDENT-NELSON AVE @ PUENTE AVE	\$1,805.87
	IN180000607	02/08/2018	ACCIDENT-STIMSON AVE @ VALLEY BLVD	\$2,663.18
	IN180000611	02/08/2018	ACCIDENT-NELSON AVE @ PUENTE AVE	\$438.04
68280	03/08/2018		L A COUNTY SHERIFF'S	\$22,083.64
	Invoice	Date	Description	Amount
	182677CY	02/14/2018	SPECIAL EVENT-DIRECTED PATROL	\$22,083.64
68281	03/08/2018		LA PUENTE VALLEY COUNTY	\$285.58
	Invoice	Date	Description	Amount
	BS;02/18	02/21/2018	WATER MONITORING-BOY SCOUTS RESERVOIR	\$285.58
68282	03/08/2018		LOCKS PLUS	\$38.33
	Invoice	Date	Description	Amount
	24120	02/01/2018	PADLOCK	\$38.33
68283	03/08/2018		MGT OF AMERICA CONSULTING,	\$12,015.00
	Invoice	Date	Description	Amount
	32903	02/13/2018	USER FEE STUDY	\$12,015.00
68284	03/08/2018		MIDAMERICA ADMINISTRATIVE &	\$1,560.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	MAR0000006347	02/09/2018	ADMIN FEES FOR JUL-SEP 2017	\$1,560.00
68285	03/08/2018		MR PLANT & INTERIOR BOTANICAL	\$720.00
	Invoice	Date	Description	Amount
	MAR 8360	03/01/2018	PLANT MAINT-MAR 2018	\$720.00
68286	03/08/2018		MUNI-ENVIRONMENTAL, LLC	\$23,690.18
	Invoice	Date	Description	Amount
	18-005	02/21/2018	COMMERCIAL WASTE PROGRAM	\$23,690.18
68287	03/08/2018		MX GRAPHICS, INC.	\$157.41
	Invoice	Date	Description	Amount
	14665	02/08/2018	BLUEPRINT SVC-MP 06 18 10	\$103.48
	14657	02/08/2018	LAMINATE POSTING FOR CITY-1430R	\$2.74
	14656	02/08/2018	LAMINATE POSTING FOR CITY-1431	\$2.74
	14714	02/15/2018	BLUEPRINT SVC-MP 99 60 10 AND MP 99 60 13	\$48.45
68288	03/08/2018		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	306	02/28/2018	JANITORIAL SVC-CITY HALL	\$5,500.00
	305	02/28/2018	JANITORIAL SVC-IMC	\$1,467.00
	307	02/28/2018	JANITORIAL SVC-IPUC	\$1,815.00
68289	03/08/2018		PACIFIC UTILITY INSTALLATION	\$9,700.84
	Invoice	Date	Description	Amount
	16531	02/08/2018	OPERATIONS AND MAINT SVC	\$550.32
	16553	02/09/2018	OPERATIONS/MAINT-SUBSTATION	\$4,200.00
	16530	02/08/2018	OPERATIONS/MAINT-SUBSTATION	\$4,950.52
68290	03/08/2018		PARS	\$600.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	39556	02/13/2018	REP FEES-T3-REP16A	\$300.00
	39473	02/09/2018	PARS ARS FEES-T3ARS17A	\$300.00
68291	03/08/2018		PCI	\$123,732.79
	Invoice	Date	Description	Amount
	#1CITY-1436	12/04/2017	PAVEMENT AND CURB MARKINGS	\$53,866.00
	#2CITY-1436	01/16/2018	PAVEMENT AND CURB MARKINGS	\$76,379.05
68292	03/08/2018		PLACEWORKS	\$3,249.00
	Invoice	Date	Description	Amount
	64208	12/31/2017	STAFF SERVICES	\$1,520.00
	64518	01/31/2018	CHEVRON/221 HACIENDA BLVD	\$969.00
	64474	01/31/2018	STAFF SERVICES	\$760.00
68293	03/08/2018		POST ALARM SYSTEMS	\$286.90
	Invoice	Date	Description	Amount
	1043889	02/05/2018	MONITORING SVC-HOMESTEAD	\$286.90
68294	03/08/2018		PRICE, POSTEL & PARMA, LLP	\$3,820.49
	Invoice	Date	Description	Amount
	146832	01/12/2018	LEGAL SVC-REAL ESTATE MATTERS	\$3,820.49
68295	03/08/2018		R.F. DICKSON CO., INC.	\$17,594.06
	Invoice	Date	Description	Amount
	2508953	01/31/2018	STREET & PARKING LOT SWEEPING	\$17,594.06
68296	03/08/2018		R.H.F., INC.	\$85.00
	Invoice	Date	Description	Amount
	72606	01/23/2018	RECERTIFICATION FOR LASER UNIT	\$85.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 8, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68297	03/08/2018		RICOH USA, INC.	\$3,035.03
	Invoice	Date	Description	Amount
	5052408918	02/12/2018	METER READING-HR COPIER	\$19.12
	5052323731	02/04/2018	METER READING-IPUC COPIER	\$362.45
	5052351506	02/06/2018	METER READING-VARIOUS COPIERS	\$2,402.53
	5052392314	02/09/2018	METER READING-CORDOBA COPIER	\$250.93
68298	03/08/2018		RICOH USA, INC.	\$2,934.70
	Invoice	Date	Description	Amount
	58176734	02/15/2018	COPIER LEASE-HR	\$283.94
	58047137	02/10/2018	COPIER LEASE-VARIOUS	\$2,650.76
68299	03/08/2018		ROSSI, STEVE	\$95.00
	Invoice	Date	Description	Amount
	ORDER#100497553	02/21/2018	REIMBURSEMENT FOR ICC CERTIFICATE RENEWAL	\$95.00
68300	03/08/2018		SAN GABRIEL VALLEY	\$48,557.08
	Invoice	Date	Description	Amount
	CI02162018	02/16/2018	LANDSCAPE AND MAINT SVC	\$1,764.62
	CI02202018	02/20/2018	LANDSCAPE AND MAINT SVC	\$46,792.46
68301	03/08/2018		SAN GABRIEL VALLEY NEWSPAPER	\$4,743.04
	Invoice	Date	Description	Amount
	0011078331	02/20/2018	NOTICE INVITING BIDS-AUTO MALL ALLEY	\$1,864.72
	0011078337	02/20/2018	NOTICE INVITING BIDS-INDUSTRY HILLS TRAIL	\$926.32
	0011077730	02/19/2018	NOTICE INVITING BIDS-EXPO CENTER MAIN GATE	\$959.44
	0011078333	02/20/2018	NOTICE INVITING BIDS-HATCHER YD FACILITY	\$992.56
68302	03/08/2018		SAN GABRIEL VALLEY NEWSPAPER	\$772.00
	Invoice	Date	Description	Amount
	0000364597	01/31/2018	MONTHLY ADVERTISING-HOMESTEAD	\$772.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68303	03/08/2018		SO CAL INDUSTRIES	\$470.00
	Invoice	Date	Description	Amount
	312000	01/31/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$94.92
	313025	02/07/2018	RR RENTAL-TONNER CYN/57 FWY	\$280.16
	311774	01/30/2018	RR RENTAL-METROLINK	\$94.92
68304	03/08/2018		SPARKLETTS	\$269.58
	Invoice	Date	Description	Amount
	16916898 021618	02/16/2018	WATER/DISPENSER-CITY HALL	\$269.58
68305	03/08/2018		SST CONSTRUCTION, LLC	\$1,937.50
	Invoice	Date	Description	Amount
	34670	02/16/2018	PREVENTIVE MAINT-METRO SOLAR	\$1,937.50
68306	03/08/2018		STAPLES BUSINESS ADVANTAGE	\$10.17
	Invoice	Date	Description	Amount
	8048582205	02/03/2018	OFFICE SUPPLIES	\$10.17
68307	03/08/2018		SYNCHRONY BANK/AMAZON	\$248.93
	Invoice	Date	Description	Amount
	S6SQC430	02/16/2018	MISC OFFICE AND IT SUPPLIES	\$248.93
68308	03/08/2018		TETRA TECH, INC.	\$143,643.99
	Invoice	Date	Description	Amount
	51284002	02/19/2018	PRELIMINARY DESIGN FOR STORMWATER	\$84,222.33
	51283996	02/19/2018	PRELIMINARY DESIGN FOR STORMWATER	\$59,421.66
68309	03/08/2018		THE MORROW LAW FIRM	\$5,000.00
	Invoice	Date	Description	Amount
	JAN 2018-CITY	02/07/2018	CITY CLERK SVC-JAN 2018	\$5,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 8, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68310	03/08/2018		WALNUT ELEMENTARY COMMUNITY	\$200.00
	Invoice	Date	Description	Amount
	1718FTWE	02/21/2018	BUS FUNDING STIPEND-HOMESTEAD	\$200.00
68311	03/08/2018		WEATHERITE SERVICE	\$164.00
	Invoice	Date	Description	Amount
	L174826	12/06/2017	A/C MAINT-IMC	\$164.00
68312	03/08/2018		WEGER, KRISTEN	\$697.73
	Invoice	Date	Description	Amount
	WINTER QTR 2018	02/27/2018	REIMBURSEMENT FOR TUITION AND BOOKS	\$697.73
68313	03/08/2018		WILLDAN ENGINEERING	\$515.00
	Invoice	Date	Description	Amount
	006105998	02/06/2018	ENGINEERING SVC-VARIOUS SITES	\$515.00
68314	03/08/2018		WINDSTREAM	\$894.73
	Invoice	Date	Description	Amount
	69769625	02/10/2018	CITY HALL PHONE SVC-FEB 2018	\$894.73

Checks	Status	Count	Transaction Amount
	Total	93	\$2,627,346.23

CITY COUNCIL

ITEM NO. 5.2

HANDOUT ITEM

(To be Distributed Prior to Meeting)

CITY COUNCIL

ITEM NO. 6.1



Joe A. Gonsalves & Son

Anthony D. Gonsalves

Jason A. Gonsalves

Paul A. Gonsalves

PROFESSIONAL LEGISLATIVE REPRESENTATION

925 L ST. · SUITE 250 · SACRAMENTO, CA 95814-5766

916 441-0687 · FAX 916 441-6061

Email: gonsalves@gonsalvi.com



March 1, 2018

Mayor Radecki
City of Industry
15651 East Stafford Street
City of Industry, CA 91744

Dear Mayor Radecki and Members of the City Council:

I am writing to reintroduce you and the city of Industry to our firm. As you know, our firm had the pleasure of representing your City from 1986-2017, during that time we shared in a number of successes. In fact I often reminisce about the redevelopment dissolution successes we had shared in.

By way of reintroduction, our firm was founded by my father, Joe A. Gonsalves, in 1975. He served as a member of the California State Assembly from 1962 through 1974. Prior to that, he served as a Councilmember in Dairy Valley, including two years as Mayor. Dairy Valley is now known as the city of Cerritos.

In January 1977, I joined the firm after having worked for the California State Senate. Shortly after I joined the firm, we incorporated; and we are now known as Joe A. Gonsalves & Son. The political process in Sacramento is truly complex. In the four decades I have been lobbying in Sacramento, I have had the opportunity to master such complexities, which enables our firm to be successful when representing our clients on particularly difficult and controversial issues.

In December of 1998, my son, Jason joined our firm to assist with our lobbying efforts. That gave our firm the proud distinction of becoming the first to have 3 generations of legislative advocates, working on behalf of their clients, which continued until my father passed away in July 2000. Jason has successfully represented our clients before the Legislature and various State Agencies in the areas of local government finance, utilities and commerce, public employees retirement, workers' compensation, environmental regulation, telecommunications, conflict of interest issues and yes redevelopment dissolution.

In October of 2004 my son, Paul joined our firm after most recently serving as a legislative aide to Former Assembly Member Rudy Bermudez. Prior to working in the Assembly, he received a B.A. in Political Science and a minor in Public Administration from San Diego State University. Our firm continues the proud tradition of being one of the more prominent and successful firms in Sacramento.

Our firm has always represented a large number of small cities. We believe our base of client cities has provided us the unique opportunity to work with each member of the Legislature. Recognizing the number of Legislators coming out of local governments, we often have established relationships prior to them being elected to the Legislature.

We also represent a very distinguished group of clients other than cities. For example, the Del Mar Thoroughbred Club, operating the most successful race meet in the United States. Long Beach Transit, providing transit services throughout the Long Beach region, as well as Access Services, Los Angeles County's only para-transit service provider. In addition, we represent the Willdan Group of Companies, which provides professional services to over 400 public sector clients throughout California, Arizona, and Nevada. I strongly believe it is this blend of special people who assist us in being as effective as we are.

Our firm charges a retainer on a monthly basis and we are confident in our ability to provide your City with an unparalleled level of service. The retainer is all inclusive of the services we would provide for the City. We do not charge for any additional costs unless you require us to meet outside of Sacramento.

Our firm operates on a very personal and professional level, always working hard to accomplish our clients' goals. The late Senator, Ken Maddy, coined our firm the "Gonsalvi". When asked what he meant by the nickname, Senator Maddy responded, "you're like alumni, when you guys are working an issue you are everywhere". Still today the members of the Legislature refer to us as "the Gonsalvi".

I would recommend you contact any Legislator and ask them about our firm. In addition, we encourage you to discuss our representation with any of our current clients.

We want you to know that we would be honored to work with you, the City Council and your staff to once again represent the city of Industry as your legislative advocates. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



ANTHONY D. GONSALVES

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made as of March 10, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Joe A. Gonsalves & Son, 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 March 9, 2020, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may extend the Term of the Agreement for a period of one year.

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 governmental relations 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, or the individual designated by the City Council, 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 the monthly billing rate on the above tasks.

(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. 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.

6. 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.

7. INDEMNIFICATION

(a) 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.

(b) 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.

8. 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.

9. 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.

10. 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.

11. 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.

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 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.

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 Consultant: Anthony D. Gonsalves, President
Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814

15. 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.

16. 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.

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 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.

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 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.

(SIGNATURES ON FOLLOWING PAGE)

“CITY”
City of Industry

“CONSULTANT”
Joe A. Gonsalves & Son

By: _____
Mark D. Radecki, Mayor

By _____
Anthony D. Gonsalves, President

Attest:

By: _____
Diane M. Schlichting, 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

Consultant shall provide governmental relations services to include, but not limited to:

- 1) Comprehensive monitoring of all legislative and administration efforts addressing the City's concerns. Provide timely reports on those actions to the City;
- 2) Coordination of legislative efforts with other interest groups who may have an interest in or be supportive of any proposed statutory change. Consultant shall help to develop support from those groups and industries;
- 3) Arrange meetings with key legislative leaders. Hands-on lobbying of legislation, including meetings with Legislators, attending legislative hearings, helping to prepare testimony, drafting of amendments and other such correspondence; and
- 4) Assist with the preparation of all forms or other reports necessary to comply with the Political Reform Act of 1974.

EXHIBIT B
RATE SCHEDULE

Consultant shall be compensated Ten Thousand Dollars (\$10,000.00) per month for the Services set forth herein.

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.

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.

CITY COUNCIL


ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Susan Paragas, Director of Finance 

STAFF: Steven Avalos, Finance Manager

DATE: March 08, 2018

SUBJECT: **Consideration to Receive and File the FY 2017-2018 Mid-Year Budget Report and Consideration to Approve and Adopt Resolution No. CC 2018-06, approving the Fiscal Year 2017-2018 Mid-Year Budget Amendments**

BACKGROUND

On June 8, 2017, the City Council ("Council") adopted the City's FY 2017-2018 ("FY18") Operating Budget for its General Fund, and all its other funds and affiliated entities. Throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments. Budget amendments are a sound fiscal practice, a standard financial control for all cities, and ensure budgets are amended properly. For FY18, budget amendments have been routinely presented and approved by the Council.

Further, it is customary for cities to present a mid-year budget report to city councils to convey the city's fiscal condition, revisit any budget assumptions that may have changed during the year, and present any mid-year budget adjustments for the city council's consideration. The presentation of the mid-year budget report identifies and explains fiscal impacts to city councils and seeks direction with respect to both the remainder of the current fiscal year and the preparation of the budget for the upcoming year.

The FY18 Mid-Year Budget Report ("Mid-Year Report") will provide an update on the City's fiscal performance at the mid-point of the fiscal year, from July 1, 2017 through December 31, 2017, comparing all revenues and expenditures to adopted budget levels. The Mid-Year Budget Report will also present an overview of the Proposed FY18 Mid-Year Budget Amendments for Council's consideration to approve. As customary, the Mid-Year Report will focus on the General Fund, as this is the City's primary operating fund that supports your traditional municipal services, such as public safety, engineering & development services, and community support. Other funds that require fiscal attention will be discussed and addressed as needed.

DISCUSSION

FY18 Mid-Year Budget Report

On June 8, 2017, the City Council adopted the City's FY18 General Fund Operating Budget of \$49.1 million, supported by \$56.0 million in revenues. Since budget adoption, there have been several changes to the adopted budget which largely reflects the City's continued efforts to streamline and improve business operations, implement new Council priorities and programs, and continue the City's reform efforts.

The FY18 Mid-Year Budget Report will discuss revenue and expenditure performances through the halfway point of the year and provide an overview of the FY18 Proposed Budget Amendments.

General Fund - Revenues

Outlined below is an overview of the City's revenue performance for the General Fund through the mid-point of FY18 compared to this same period in the prior fiscal year.

Table 1 – General Fund Revenues (In Millions)				
	FY18 Adopted	FY18 Actuals Thru 12/31/17	FY17 Actuals Thru 12/31/16	% Increase / (Decrease)
Local Taxes	\$36.5	\$12.9	\$11.9	8.5%
Fees and Charges	5.6	3.3	2.0	64.3%
Use of Money & Property	<u>13.9</u>	<u>10.7</u>	<u>8.0</u>	32.7%
Totals	\$56.0	\$26.9	\$22.0	22.5%

Local Taxes

- **Sales Tax** – Sales Tax revenues are the City's top revenue source in the General Fund and accounts for over 60% of all General Fund revenues. Through the midpoint of the year for FY18, sales tax revenues are up by 6.1% (\$636K) from last year's levels at this same time. This is a positive sign for the City and strong indicator that the City's economic base and sales tax base continues to remain strong and are trending upward.

The sales tax increase is also the result of sales tax revenues being misallocated in prior year from an online sales fulfillment center in FY18. The City should continue to benefit from this and should see a rise in sales tax revenues in FY19.

- **Property Taxes** – Property Taxes are a key foundation source of revenue for most cities, and is a consistent revenue source for the City. In FY18, property tax revenues at mid-year are slightly down by 2.9% (or \$27K). Property Taxes are on target to meet year-end projected levels.

- **Transient Occupancy Taxes** – The City’s Transient Occupancy Taxes (“TOT”) rate is 10% and is generated by the City’s lone hotel, the Pacific Palms Resort at Industry Hills. TOT revenues are slightly down by 3.9% (\$15K) from last year, and is not considered a major impact to the City’s revenue performance. TOT revenues are relatively on track with last year’s revenue intake and should meet its projected budget levels for FY18.

Fees and Charges

- **Licenses and Permits** – Licenses and Permits continue to increase for the second (2nd) consecutive year, in which revenues are higher by over \$1.2 million when compared to this time in FY17. This is another positive sign that development is up and prominent within our City, and development-related fees and permits are vital to our business-friendly approach. Further, this is also an indicator that the City is already starting to see its dividends and impact of the City’s One-Stop Shop, which has centralized all its permitting, plan check and fees at City Hall. The City’s fees and charges revenues are on track to meet its projected levels.

The City’s other revenues in its General Fund continue to perform well and are in line with its adopted budget levels.

General Fund - Expenditures

The City Council adopted a FY18 Operating Budget of \$49.1 million for the General Fund. As prefaced earlier in this report, budget amendments have been regularly taken to Council and approved, which has resulted in amending the General Fund Budget to \$60.3 million for FY18. An overview of the City’s operating budget by departments are summarized below.

Table 1 – General Fund Expenditures (In Millions)					
	FY17/18 Adopted	FY17/18 Revised	FY18 Actuals Thru 12/31/17	FY17 Actuals Thru 12/31/16	% Increase / (Decrease)
Administrative Services	\$9.8	\$18.4	\$11.8	\$5.9	101.0%
Financial Services	3.0	3.3	1.9	1.6	16.1%
Development Services	31.8	33.9	12.3	8.3	47.9%
Community Support & Regional Improvements	<u>4.5</u>	<u>4.7</u>	<u>1.4</u>	<u>1.3</u>	7.6%
Grand Total:	\$49.1	\$60.3	\$27.3	\$17.1	45.0%

In FY18, the City has expended substantially more by over \$10.2 million (or 60.1%)

compared to this same midway point in FY17. However, this is primarily due to a one-time paydown towards employees' future pension costs. In October 2017, the Council approved payment in the amount of \$8.5 million to its retirement services provider, CalPERS, for the City's projected unfunded pension liability for all its employees. While this is drastic increase in the budget, in doing so, the City will achieve significant savings in the long-run. The City will save a projected \$10.2 million in interest over a 30 year amortization period, as well as save over \$500K per year in foregoing its annual contribution. This is considered a one-time payment and will be removed in the FY 2018-19 ("FY19") Budget.

There were other important changes to note for FY18.

- **Finance Department** – In Finance, the City is starting to realize and achieve savings for its "in-house" Finance Department and eliminating professional accounting services. In FY18, Finance is spending \$284K less (or 34.1% less) in comparison to FY17, in which the City contracted its financial services for half the year.

Finance has also initiated its planned "**User Fees and Charges Study and Full Cost Allocation Plan Study**" in FY18. This is an important study and project, as the City is currently not recovering any user fees for the cost of services we deliver to our business community. This study will provide a framework for recovery option levels, as well as new fees we are not currently collecting, for the Council's consideration to approve and adopt. The study is anticipated to be completed by April 2018, with the anticipation of adopting a formal fee schedule for FY19.

- **Development Services Department** – In Development Services, the City continues to fully utilize PlanetBids, and exercise its due diligence in conducting formal, transparent Request for Proposals/Qualifications ("RFP/Q's") for all new contracts and professional services. Staff has successfully procured over 15 Bids/RFP/Q's through December 2017. Further, staff has presented and awarded 18 new professional services agreements and amended 20 existing agreements. Staff has also successfully entered into several license agreements for use of City properties, and various Memorandum of Understanding ("MOU") and cooperative agreements with other public agencies on collaborative public works projects, such as the 57-60 Grand Ave. Confluence Project.

Further, in November 2017, Development Services successfully initiated and launched its "One-Stop Shop" for all its planning, permitting, engineering, and building & code support services. The primary reason for this was to streamline our development services' processes and provide better service delivery and support to our business community. The results and progress has been positive from our customers and greater revenue recovery opportunities should result from this improved service delivery.

The expended cost at December 31, 2017 is \$12.3 million which is 36.3% of their

budget. This is \$1.4 million higher than at the same time last year. Last year's amount at December 31, 2016 was \$10.9 million or 38.1% of the budget. Because of the increase in projects, the budget for FY18 is \$5.3 million higher than FY17 (\$33.9 million, \$28.6 million, respectively).

- In Community Support & Regional Improvements, the City has invested heavily into the Workman Homestead Museum. The City has initiated a review of the Museum's operations and retained its consultant to lead the project to improve the Museum's operations, officially charter the museum, and attract regional attention as a cultural destination in the San Gabriel Valley. As a result, the City has spent 7.6% more (or \$98K) to date in FY18 than last fiscal year.

FY18 Proposed Mid-Year Amendments

As prefaced earlier in this report, as unanticipated changes in income and expenditures occur throughout the fiscal year, adopted budget assumptions may change and corrections to the current budgets may be needed. Further, Council priorities and programs may change, necessitating further change in the adopted budget. Below is a summary of the major budget amendments to the FY18 Adopted Budget that are being presented for Council's consideration to approve.

- **One-Stop Shop** – In November 2017, the City initiated a "One-Stop Shop" for all its planning, permitting, engineering, and building & code support services. As part of the FY18 Adopted Budget, the City budgeted for the needed building improvements and some of the known anticipated costs. However, as the City continued its implementation, additional costs were incurred, such as the purchase of new office furniture and computer equipment and supplies. Also, changes to support services for many of the City's service providers for planning, engineering, and building and code functions were needed and augmented. As a result, this will require a budget increase of \$115,000. Much of the equipment and furniture costs are considered one-time, and will be removed in forthcoming budgets. Any contract augmentations will be taken separately to Council for consideration.

Further, because of the One-Stop Shop and the City's improved service delivery, it is anticipated that the City will improve its revenue recovery for its permitting and development-related fees. In FY19, the City should see a noticeable spike in revenues and will assist in supporting these increased costs. Revenues collected are being closely analyzed and new revenue projections will be part of the FY19 budget adoption process.

- **Financial System Upgrade to Implement Payroll/HR & Community Development Modules** – As part of the FY 18 Adopted Budget, the Council approved and authorized a major upgrade of the City's financial system which resulted in the purchase and implementation of the Payroll/HR and Community Development modules. The City will now be processing payroll in-house and maintain digitized employee personnel data and records in its

system database by April 2018. Further, the City will be tracking all its permits, business licenses, and development plans electronically, and will be able to better analyze, assess and improve all its development services operations. The anticipated timeframe to fully implement these two major modules is comprehensive and consists of a nine (9) month to one (1) year long process.

To better assist the City in making sure this financial upgrade is done properly and ensuring important project deadlines and milestones are met, a project management consulting services firm ("PM Firm") specializing in Tyler New World was engaged. Further, as the financial implementation progresses, further system improvements are needed to supplement and continue the upgrade smoothly. Additionally, cubicles and desks were purchased to accommodate a contracted IT personnel and to provide additional workspace for IT.

As such, a total budget amendment in the amount of \$85,000 is needed for the fiscal year. The \$15,000 amendment for the cubicles and desks is a one-time cost. The costs for the PM Firm for the next module, myCommunity, will be included as part of the FY 19 budget adoption process.

- **Industry Hills Trail Improvements Project** – Since the adoption of the City's operating budget, one (1) new project that has become a significant priority for the Council is the Industry Hills Trail Improvements Project. Staff has been assessing and designing this important project for the community during the first half of this fiscal year. Materials and equipment purchases, such as the park benches, exercise equipment and "doggy poop" stations have been procured and purchased. Further, as a result of this project, additional maintenance support is required and has been provided by the San Gabriel Valley Conservation Corps.

A budget amendment of \$440,000 is needed. These costs will be supported by the CRIA bond proceeds of \$800,000, that can be utilized for any projects or improvements on the City's Industry Hills property, including the Expo Center.

- **IT Infrastructure & Network Upgrades** – At the start of the fiscal year (July 2017), the City shifted from contracted information technology ("IT") services to an in-house IT staff member. The City's new, in-house Senior IT Analyst's primary responsibility was to assess the City's IT needs, infrastructure, and development of the City's future IT programming. Through the initial assessment of the City's IT program, numerous network and server infrastructure upgrades, replacement of several computer equipment, and additional software licenses have been identified. These IT-related improvements are much needed and long overdue. A budget amendment of \$98,000 for these improvements is being requested for this fiscal year.

- **Deferred Maintenance for all City Properties, Facilities, Expo Center & Housing** – Deferred maintenance for all the City's facilities and properties is a major issue for the City that is aggressively being addressed this year. Throughout the year, there have been numerous maintenance issues and improvements to City Hall, the Expo Center, housing properties, and other City properties such as El Encanto, the City Yard and the Youth Activities League ("YAL") building located on 205 N. Hacienda Blvd. As such, a budget amendment in the amount of \$130,000 is needed to cover all deferred maintenance and necessary property improvements.

To help offset some of the budget amendments being presented, budget reductions have been identified in areas of where it is estimated that the costs will be lower than budgeted. The General Fund will be reduced by approximately \$660,000 to assist in supporting some of the budget increases.

All Proposed Budget Amendments are identified and presented in Exhibit A, and are being recommended for Council's consideration and approval. The total fiscal impact of all budget amendments presented in Exhibit A is a total of \$1.2 million.

Capital Improvement Program ("CIP") Budget

In June 2017, the Council adopted a Capital Improvement Program ("CIP") budget of \$45.6 million, primarily supported by the 2015 Sales Tax Bond Proceeds and providing much needed relief to the General Fund. Since budget adoption, there have been a handful of projects that have emerged as priorities for FY18.

- **Industry Hills Trails Project** – The Industry Hills Trails Project is a new project that has become a priority since budget adoption. Improvements to the trail grading, purchases of various park equipment, and design of improved lighting and ADA access is all being designed in FY18. As construction contracts get competitively bid and awarded, the respective project budget will be amended.
- **Expo Center Improvement Projects** – Deferred maintenance has been a major issue for all Expo Center facilities and property and long overdue capital improvements are long overdue. Design and planning on all planned capital improvements has escalated since budget adoption, and improvements to the Expo's Sewer Main Replacement, Avalon Room & Patio Café Improvements, and Expo Center Gate (to name a few) are underway for FY18. Project budgets for each will be amended as construction contracts get awarded.
- **IT Network, Server, & IT Infrastructure Improvement Upgrades Project (New)** – Aside from all the minor maintenance and replacement of hardware and equipment, it has also been determined a major IT upgrade to the City's Servers & Storage, Network Switches, & Telephone Systems is needed. Since this is considered a major upgrade, this will be capitalized and is presented as part of the CIP Budget. As such, this new project in the amount of \$184,000 is being

presented for your consideration for approval. This will be supported by the 2015 Sales Tax Bond Proceeds.

It is anticipated that all projects budgeted in FY18 will not be completed in FY18, and therefore, there should be significant savings in the CIP Budget this year. This should greatly assist the City in supporting the budget amendments presented and support costs for any new project priorities in FY18.

Further, the City will also utilize CRIA bond proceeds with a balance available of over \$800,000. These funds may be spent on any Industry Hills and Expo Center related project, thus, reducing the need for funding from the General Fund.

In FY19, the City is endeavoring to adopt a formal Five-Year CIP Plan, which will greatly improve the planning and budgeting of all the City's CIP projects, aligning costs with its appropriate phase and anticipated completion dates. Overall, this will assist the City in its overall fiscal planning and forecasting, as well as help ensure that projects are completed as quickly as possible.

In closing, The Finance Department will continue to monitor the City's budgets for the General Fund and all its affiliated entities to ensure that the City stays within its authorized budgetary limits, continue to make sure the City properly adheres to the City's purchasing and procurement codes, and protect its' fiscal assets and resources.

FISCAL IMPACT

By approving the FY18 Proposed Budget Amendments as presented in Exhibit A, the City's Operating Budget will be increased by \$1,179,500. The fiscal impacts for each fund will be increased/(decreased) as follows:

A. General Fund (Fund 100)	\$425,500
B. Housing Fund (Fund 160)	110,000
C. CRIA Fund (Fund 360)	20,000
D. CIP Fund (Fund 120-CRIA Bonds)	440,000
E. CIP Fund (Fund 120-2015 Sales Tax Bonds)	<u>184,000</u>
Grand Total	\$1,179,000

RECOMMENDATION

Staff recommends that the City Council receive and file the FY18 Mid-Year Budget Report, and adopt Resolution No. CC 2018-06, hereby approving the Proposed FY18 Mid-Year Budget Amendments.

Attachments:

1. Resolution CC 2018-06: Resolution Approving and Adopting FY 2017-2018 Proposed Mid-Year Budget Amendments
2. Exhibit A – Proposed FY 2017-2018 Mid-Year Budget Amendments

RESOLUTION NO. CC 2018-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE
FISCAL YEAR 2017-2018 MID-YEAR BUDGET AMENDMENTS**

WHEREAS, On June 8, 2017, the City Council ("Council") adopted the City's FY 2017-2018 ("FY18") Operating Budget for its General Fund, and all its other funds and affiliated entities; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, budget amendments are a sound fiscal practice, a standard financial control for all cities, and help ensure budgets are amended properly and correctly; and

WHEREAS, for FY18, budget amendments have been routinely presented and approved by Council, and therefore properly amending the City's Adopted Budget; and

WHEREAS, further, it is customary for cities to present a Mid-Year Budget Report to Council to report on the City's fiscal condition, revisit any budget assumptions that may have changed during the year, and present mid-year budget adjustments for Council's consideration; and

WHEREAS, on March 08, 2018, the FY18 Mid-Year Budget Report was presented to the Council and provided an update on the City's fiscal performance through the mid-point of the fiscal year, from July 1, 2017 through December 31, 2017, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY18 Mid-Year Budget Report also presented an overview of the FY18 Mid-Year Budget Amendments for Council's consideration to approve and amend the FY 18 Adopted Budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

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

Section 2. The City Council received a presentation on the FY 2017-18 Mid-Year Budget Report and hereby approves its receiving and filing.

Section 3. The City Council approves Resolution No. CC 2018-06, hereby approving the FY18 Mid-Year Budget Amendments, attached to this resolution as Exhibit A, and therefore, amending the City's FY18 Budget.

Section 4. The City Council hereby authorizes the Director of Finance, or Designee, to make the appropriate changes and budget amendments in the City's Financial System.

Section 5. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 8, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

City of Industry
FY18 Proposed Mid-Year Amendments
Exhibit A

#	Proposed FY18 Budget Amendments	Fiscal Impact	Funding Source
1	One-Stop Shop for City's Planning, Engineering, & Building Support Services - To support unanticipated costs (such as office equipment, furniture purchases, and computer equipment) associated with the initiation of the City's new "One-Stop" Shop, which took effect November 2017.	\$ 115,000	General Fund
2	Industry Hills Trail Improvements - Industry Trails Improvements Project is a new project that has become a priority since budget adoption. Amendment is needed to support equipment purchases (i.e. park benches and exercise equipment), grading materials, and additional maintenance work provided by San Gabriel Valley Conservation Corps.	440,000	CRIA Bond Proceeds
3	IT Infrastructure, Server, & Network Improvements - To support long-over due deferred maintenance and upgrade existing IT server, network & infrastructure. Improvements include: migration to Windows 10 and Office 365, improvements to the City's cybersecurity and firewall filters & systems, replacement of Wireless Controller & Access Point, & increasing the City's bandwidth to name a few.	98,000	General Fund
4	Financial System Project Upgrades - In FY18, Council approved a major financial system upgrade, which included the purchase & implementation of HR/Payroll and Community Development Modules. To properly ensure this implementation is done properly and incorporates all of the City's pressing needs with vendor, it was determined specialty project management services were needed. In addition, there were necessary furniture and equipment purchases for the IT division.	85,000	General Fund
5	Deferred Maintenance on all City Facilities & Properties - Funding for deferred maintenance for all City properties, including: City facilities, Expo Center, & Housing.	130,000	General Fund, CRIA Fund, Housing Fund
6	Housing Improvements to City's Housing Stock - Funding for unanticipated and as-need housing improvements to the City's housing stock in FY18.	60,000	Housing Fund
7	60th Anniversary Marketing & Events - At time of budget adoption, costs for the City's 60th Anniversary events and marketing were not known. Budget Amendment to support all 60th Anniversary costs.	35,000	General Fund
8	Housing Project - Design/Planning Phase Initial Costs - Funding to support the initial design/planning costs for potential housing project, as approved by the Housing Authority: ENA was approved on 9/25/17 and initial project design/concept was approved on 12/13/17.	500,000	Housing Fund (GF Subsidy)
9	Personnel Adjustments - Adjustments to account for various employee-obligated costs, such as vacation paydowns, and other employee payouts as allowable in the City's Employee Handbook.	192,500	General Fund
10	Budget Reductions - To help offset some of the budget amendments, budget reductions have been identified in areas of lower priority areas and program levels.	(660,000)	General Fund
11	IT Network, Server, & IT Infrastructure Improvement Upgrades Project (Capital Project) - To support and undertake the following major IT Upgrade Projects: Servers & Storage Upgrades, Network Switches Upgrade, & Telephones Systems Upgrade.	184,000	CIP Fund (2015 Sales Tax Bond Proceeds)
Grand Total		\$ 1,179,500	

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

STAFF: Alex Gonzalez, Director of Development Services and Administration ^{CD}
Roberto Ramirez, City Engineer, Cordoba Corporation
Steven Itagaki, Traffic Engineer, JMD

DATE: March 8, 2018

SUBJECT: Consideration of Ordinance No. 804 of the City Council of the City of Industry, California Amending Section 10.40.010 of Chapter 10.40 (Speed Limits) of Title 10 (Vehicles and Traffic) of the City of Industry Municipal Code

Background:

On April 14, 2016, the City Council approved an Agreement for Consultant Services with Kimley-Horn and Associates, Inc. ("Kimley-Horn") to provide on-call traffic engineering services. Per the City's request, a proposal for the work authorization was submitted to perform the Engineering and Traffic Survey for 96 street segments within the City. Kimley-Horn conducted the 2016 Engineering and Traffic Survey in May of 2016.

On June 23, 2016, the City Council introduced Ordinance No. 794: No change to the posted speed limit on 52 segments, lower the existing posted speed limit by 5 mph on 8 segments, increase the existing posted speed limit by 5 mph on 13 segments, and recommend 23 segments to be surveyed later as part of Phase 3 of the Engineering and Traffic Survey. Out of the remaining 23 segments, 13 segments were recommended to be resurveyed in order to confirm the speed limit. The remaining 10 segments were not surveyed as these segments are closer to existing construction projects that would skew the results.

The City Engineer determined the changes to be reasonable, safe, and appropriate for the orderly movement of traffic on City streets; and on July 14, 2016, City Council adopted Ordinance No. 794 approving the recommendations based on the 2016 Engineering and Traffic Survey.

In January 2018 Kimley-Horn conducted the Engineering and Traffic Survey Phase 2. One hundred (100) samples for each direction of travel were collected if the street segment contained a raised median or if it was designated by the City as needing two surveys per segment. A Minimum of 40 observations were collected for each direction

for the segments that did not contain a raised median and were designated as needing only one survey by the City

Discussion:

The Engineering and Traffic Survey, as defined in Section 627 of the California Vehicle Code, must consider the prevailing speeds, collision records, pedestrian and bicycle activity, and roadway traffic roadside conditions not readily apparent to the driver. Speed zones are also established to advise of road conditions or hazard, which may not be readily apparent to a reasonable driver. For this reason, a field review of related road/traffic variables is conducted which is considered in combination with the statistical data and collision history of a particular roadway segment to determine a safe and reasonable speed limit. The specific procedures used in conducting the Engineering and Traffic Study are outlined in the California Manual on Uniform Traffic Control Devices (CAMUTCD) 2014 Edition.

Kimley-Horn reviewed the following statistical analysis factors as part of the 2018 Engineering and Traffic Survey.

- 1.) **85th Percentile Speed.** The critical speed, or 85th percentile speed, is defined as that speed at or below which 85 percent of the traffic is moving. This factor is the primary guide in determining what speeds the majority of safe and reasonable drivers are traveling. Therefore, the practice is to set the speed limit to the nearest 5 mph increment from the critical speed unless other factors require a lower limit. Speed limits set on this basis provide law enforcement officials with a means of controlling reckless or unreliable drivers who will not conform to what the majority finds reasonable.
- 2.) **The 10-mph Pace.** The 10-mph pace is the 10-mph increment range, which contains the largest number of recorded vehicles. The pace is a measure of the dispersion of speeds within the sample surveyed. Speed limits should normally be set to fall within the 10 mph pace. However, conditions not readily apparent to the driver or adhering to State mandated limits, such as in residential zones, may require setting speed limits below the 10-mph pace.
- 3.) **50th Percentile Speed.** The median speed, or 50th percentile speed, represents the mill-point value within the range of recorded speeds for a particular roadway location. In other words, 50 percent of the vehicles travel faster than and 50 percent travel slower than, the median speed. This value is another measure of the central tendency of the vehicle speed distribution. Typically, speed limits should not be set below the 50th percentile speed, since it would result in greater than 50-percent of the drivers exceeding the speed limit.
- 4.) **15th Percentile.** The 15th percentile is that speed at or below which 15 percent of the vehicles are traveling. This value is important in determining the minimum allowable speed limit, given that the vehicles traveling below this speed tend to obstruct the flow of traffic, thereby increasing the collision potential.

- 5.) **Percent of Vehicles in Pace Speed.** The percent of vehicles in the 10-mph pace speed is an indication of the grouping of vehicular speeds. Ideally, if all vehicles were traveling at or about the same speed, there would be a reduced likelihood of vehicular collisions. In speed limit favorable the speed distribution. The percent of vehicles within the 10-mph pace is often between 60 and 90 percent.

The Engineering and Traffic Survey Sheets, presented in the Appendix A, illustrate the results of a thorough evaluation of the available data and indicate a recommended speed limit for each of the street segments surveyed. Table 2, on Pages 10-11, indicates that based upon this Engineering and Traffic Survey:

- There is no change to the existing speed limits at the following 19 locations:
 - Albatross Road (Colima – Castleton)
 - Amar Road (Vineland – Canal)
 - Amar Road (Canal – Baldwin Park)
 - Brea Canyon Road (Spanish – Grand Crossing)
 - Castleton Street (Stoner Creek – Hanover)
 - Grand Crossings Parkway (Baker – Brea Canyon)
 - Kella Avenue (Kathleen – Rooks)
 - Nelson Avenue (Vineland – Puente)
 - Old Ranch Road (Brea Canyon – Ferrero)
 - Railroad Avenue (Temple – Baldwin Park)
 - S. Lawson Street (Rowland – Railroad)
 - S. Mayo Avenue (Old Ranch – Grand Crossing)
 - Salt Lake Avenue (7th – Turnbull Canyon)
 - Stafford Street (Sotro – Hacienda)
 - Stafford Street (Glendora – Sotro)
 - Valley Boulevard (Azusa – Hambledon)
 - Vineland Avenue (Nelson – Valley)
 - Vineland Avenue (Temple – Nelson)
 - Grand Avenue (Ferrero – Baker)

- The recommended speed limits are lower than the existing speed limits at the following 7 locations:
 - Bixby Drive (Chestnut – Gale)
 - Castleton Street (Hanover – Albatross)
 - Hanover Road (Castleton – Colima)
 - N. California Avenue (Nelson – Valley)
 - Orange Avenue (Nelson – Valley)
 - S. Hatcher Avenue (Chestnut – Railroad)
 - Stafford Street (Hacienda – Unruh)

- The recommended speed limit is higher than the existing speed limit at the following 15 locations:
 - 6th Avenue (Proctor – Don Julian)

- 9th Avenue (Proctor – Don Julian)
 - Almahurst Street (Hanover – Albatross)
 - Bixby Drive (Gale – Johnson)
 - Capitol Avenue (Mission Mill – Rose Hill)
 - Garcia Lane (Grand – Faure)
 - Keystone Street (Stoner Creek – Walnut Hall)
 - N. Unruh Avenue (Nelson – Stafford)
 - Parriott Place (Don Julian – Salt Lake)
 - Parriott Place (El Encanto – Don Julian)
 - Parriott Place (Proctor – El Encanto)
 - Rowland Street (Hatcher – Lawson)
 - Rowland Street (Lawson – Fullerton)
 - Sotro Street (Glendora – Stafford)
 - Currier Road (Lemon – Brea Canyon)
- The following 6 locations require new data to be collected and will be included in the Engineering and Traffic Survey Report Phase 3:
 - Business Parkway (Lemon – Fairway)
 - Ferrero Parkway (Old Ranch – Grand)
 - Ferrero Parkway (Grand – Machlin)
 - Turnbull Canyon Road (Don Julian – Salt Lake)
 - Turnbull Canyon Road (Valley – Proctor)
 - Turnbull Canyon Road (Proctor – Don Julian)

Fiscal Impact:

No fiscal impact at this time.

Recommendation:

- 1) It is hereby recommended that the City Council approve the 2017 Engineering and Traffic Survey Phase 2, January 2018, and introduce for first reading Ordinance No. 804

Exhibits:

- A. Ordinance No. 804
- B. Final Report for the 2017 Engineering and Traffic Survey Phase 2, January 2018 – prepared by Kimley-Horn and Associates, Inc.

EXHIBIT A

Ordinance No. 804

[Attached]

ORDINANCE NO. 804

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA AMENDING SECTION 10.40.010 (SPEED LIMITS ON CITY STREETS)
OF CHAPTER 10.40 (SPEED LIMITS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF
THE CITY OF INDUSTRY MUNICIPAL CODE**

WHEREAS, California Vehicle Code Section 22357 provides that whenever a local authority determines on the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe; and

WHEREAS, California Vehicle Code section 22358 provides that whenever a local authority determines on the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe; and

WHEREAS, Section 40802 (a)(2) of the California Vehicle Code states that speed limits for streets, other than a local street, road, or school zone, must be justified by an Engineering and Traffic Survey conducted less than five, seven, or ten years with conditions, prior to enforcement of that speed limit, if it is to be enforced by the use of radar; and

WHEREAS, the City Council approved the Engineering and Traffic Survey Phase 1 for certain street segments in Ordinance No. 794 on July 14, 2016; and

WHEREAS, the most recent Engineering and Traffic Survey for certain street segments was last completed in January 2018, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the survey recommended certain changes to or new speed limits for certain City streets, as set forth herein; and

WHEREAS, the City Council wishes to ensure that traffic speeds throughout the community are kept at a safe level given the conditions that exist on certain streets; and

WHEREAS, the City Council wishes to use electronic speed measurement equipment for speed enforcement on these certain streets; and

WHEREAS, the Ordinance establishing speed limits must be adopted to reflect speed limits that are to be established following the completion of the Engineering and Traffic Survey; and

WHEREAS, the California Manual of Traffic Control Devices describes the policy to be used in the State of California for setting speed limits, which requires that the posted speed be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic; and

WHEREAS, the City Council recognizes that the California Manual of Traffic Control Devices also allows the posted speed limit to be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with California Vehicle Code Sections 627 and 22358.5, if the Engineering and Traffic Survey documents the special conditions and justification for the lower speed limit and is approved by a registered Civil or Traffic Engineer; and

WHEREAS, the enforcement of speed limits by the use of radar is necessary in order to protect the safety of the residents of the City of Industry; and

WHEREAS, the City Council has determined that the speed limits set forth herein are most appropriate to facilitate the orderly movement of traffic within the City.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDUSTRY AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that the above Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. CEQA Finding. The City Council finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance and the establishment of the regulations hereby will have a significant effect on the environment. The Ordinance is therefore exempt from review under the California Environmental Quality Act, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 3. Industry Municipal Code Amendment. The City Council hereby amends Chapter 10.40.010 (Speed Limits on City Streets) of the Industry Municipal Code to read in its entirety as follows:

10.40.010. Speed Limits on City Streets.

The California Vehicle Code provides that cities may by ordinance establish prima facie speed limits. It is determined, upon the basis of an engineering and traffic survey, that the following prima facie speed limits would facilitate the orderly movement of traffic and would be reasonable and safe. It is declared, that signs be erected, as appropriate, to provide notice of the following prima facie speed limits:

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
1.	Valley Blvd.	Turnbull Canyon Rd. to Proctor Ave.	50
2.	Valley Blvd.	Proctor Ave. to Hacienda Blvd.	45
3.	Valley Blvd.	Hacienda Blvd. to Stimson Ave.	50
4.	Valley Blvd.	Stimson Ave. to City Limit	50
5.	Valley Blvd.	Azusa Ave. to Hurley St.	50
6.	Valley Blvd.	Hurley St. to City Limit	50
7.	Azusa Ave.	Gemini St. to Temple Ave.	45
8.	Azusa Ave.	Hurley St. to Gemini St.	45
9.	Azusa Ave.	Railroad St. to Hurley St.	45
10.	Azusa Ave.	Gale Ave. to Railroad St.	45
11.	Azusa Ave.	SR-60 WB to Gale Ave.	40
12.	Gale Ave.	City Boundary/Fieldgate Ave. to Bixby Dr.	45
13.	Gale Ave.	Bixby Dr. to Azusa Ave.	40
14.	Gale Ave.	Azusa Ave. to Auto Mall West	45
15.	Gale Ave.	Auto Mall West to Stoner Creek Rd.	45
16.	Gale Ave.	Jellick Ave. to Coiner Ct.	40
17.	Baldwin Park Blvd.	Railroad Ave. to Temple Ave.	35
18.	Baldwin Park Blvd.	Temple Ave. to Amar Rd.	35
19.	Hacienda Blvd.	Stafford St. to Nelson Ave.	40
20.	Hacienda Blvd.	Valley Blvd. to Stafford St.	40
21.	Hacienda Blvd.	Don Julian Rd. to Valley Blvd.	40
22.	Temple Ave.	City Limits to Baldwin Park Blvd.	40
23.	Temple Ave.	Baldwin Park Blvd. to Valley Blvd.	40
24.	Fairway Dr.	San Jose Ave. to Business Pkwy.	40
25.	Fairway Dr.	Walnut Dr. N. to Walnut Dr. S.	40
26.	Fullerton Rd.	Arenth Ave. to San Jose Ave.	35
27.	Fullerton Rd.	SR-60 WB Ramp to SR-60EB Ramp	35
28.	Peck Rd.	City Boundary to Rooks Rd.	45
29.	Peck Rd.	Rooks Rd. to Pellissier Pl.	40

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
30.	Stoner Creek Rd.	Colima Rd. to Castleton St.	30
31.	Stoner Creek Rd.	Castleton St. to Gale Ave.	30
32.	Amar Rd.	Aileron Ave. to Echelon Ave.	40
33.	Colima Rd.	Azusa Ave. to Albatross Rd.	40
34.	Colima Rd.	Albatross Rd. to Hanover Rd.	40
35.	Colima Rd.	Hanover Rd. to Walnut Hall Rd.	40
36.	Colima Rd.	Walnut Hall Rd. to Stoner Creek Rd.	40
37.	Grand Ave.	Valley Blvd. to Ferrero Pkwy.	50
38.	Grand Ave.	Baker Pkwy. to SR-60 Fwy.	50
39.	Hambeldon Ave.	Valley Blvd. to Hurley St.	30
40.	Hurley St.	Azusa Ave. to Valley Blvd.	35
41.	Lemon Ave.	Valley Blvd. to Currier Rd.	40
42.	Lemon Ave.	Currier Rd. to City Limit	40
43.	Pelissier Pl.	Peck Rd. to Workman Mill Rd.	45
44.	Proctor Ave.	Athens Way to City Boundary	35
45.	Proctor Ave.	6 th Ave. to 7 th Ave.	35
46.	Proctor Ave.	7 th Ave. to 9 th Ave.	35
47.	Proctor Ave.	9 th Ave. to Turnbull Canyon Rd.	35
48.	Proctor Ave.	Turnbull Canyon Rd. to Valley Blvd.	35
49.	Rooks Rd.	Peck Rd. to Kella Ave.	25
50.	Seventh Ave.	Clark Ave. to Salt Lake Ave.	40
51.	Seventh Ave.	Don Julian Rd. to Proctor Ave.	40
52.	Seventh Ave.	Proctor Ave. to City Boundary	40
53.	Stimson Ave.	Gale Ave. to Valley Blvd.	35
54.	Sunset Ave.	Valley Blvd. to Nelson Ave.	40
55.	Arenth Ave.	Anaheim-Puente Rd. to Fullerton Rd.	40
56.	Baker Pkwy.	Cul de Sac to Grand Crossing Pkwy.	30
57.	Baker Pkwy.	Grand Crossing Pkwy. to Grand Ave.	45
58.	Chestnut St.	Anaheim Puente Rd. to Hatcher St.	35

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
59.	Don Julian Rd.	6 th Ave. to 7 th Ave.	35
60.	Echelon Ave.	Loukelton St. to Amar Rd.	25
61.	Giano Rd.	Valley Blvd. to City Boundary	30
62.	Loukelton St.	Echelon Ave. to City Boundary	25
63.	Nelson Ave.	Vineland Ave. to Puente Ave.	35
64.	Nelson Ave.	Orange Ave. to Sunset Ave.	35
65.	Nelson Ave.	California Ave. to Unruh Ave.	35
66.	Nelson Ave.	Unruh Ave. to Hacienda Blvd.	35
67.	Salt Lake Ave.	Turnbull Canyon Rd. to Patriot Pl.	40
68.	San Jose Ave.	Nogales St. to Fullerton Rd.	30
69.	Stephens St.	East of Stimson Ave. to Cul de Sac	30
70.	Walnut Hall Rd.	Colima Rd. to Castleton St.	35
71.	Walnut Dr. N.	Nogales St. to Otterbein Ave.	45
72.	Walnut Dr. N.	Otterbein Ave. to Fairway Dr.	45
73.	Walnut Dr. N.	Fairway Dr. to Tucker Ln.	45
74.	Albatross Rd.	Colima Rd. to Castleton St.	35
75.	Amar Rd.	Vineland Ave. to Canal Pl.	40
76.	Amar Rd.	Canal Pl. to Baldwin Park Blvd.	40
77.	Brea Canyon Rd.	Spanish Ln. to Grand Crossing Pkwy.	50
78.	Castleton St.	Stoner Creek Rd. to Hanover Rd.	35
79.	Grand Crossing Pkwy.	Baker Pkwy. to Brea Canyon Rd.	40
80.	Kella Ave.	Kathleen St. to Rooks Rd.	25
81.	Nelson Ave.	Vineland Ave. to Puente Rd.	35
82.	Old Ranch Rd.	Brea Canyon Rd. to Ferrero Pkwy.	40
83.	Railroad Ave.	Temple Ave. to Baldwin Park Blvd.	35
84.	S. Lawson St.	Rowland St. to Railroad St.	35
85.	S. Mayo Ave.	Old Ranch Rd. to Grand Crossing Pkwy.	40
86.	Salt Lake Ave.	7 th Ave. to Turnbull Canyon Rd.	35

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
87.	Stafford St.	Sotro St. to Hacienda Blvd.	30
88.	Stafford St.	Glendora Ave. to Sotro St.	30
89.	Valley Blvd.	Azusa Ave. to Hambleton Ave.	50
90.	Vineland Ave.	Nelson Ave. to Valley Blvd.	35
91.	Vineland Ave.	Temple Ave. to Nelson Ave.	35
92.	Grand Ave.	Ferrero Pkwy. to Baker Pkwy.	50
93.	Bixby Dr.	Chestnut Rd. to Gale Ave.	30
94.	Castleton St.	Hanover Rd. to Albatross Rd.	30
95.	Hanover Rd.	Castleton St. to Colima Rd.	30
96.	N. California Ave.	Nelson Ave. to Valley Blvd.	30
97.	Orange Ave.	Nelson Ave. to Valley Blvd.	30
98.	S. Hatcher Ave.	Chestnut Rd. to Railroad Ave.	30
99.	Stafford St.	Hacienda Blvd. to Unruh Ave.	30
100.	6 th Ave.	Proctor Ave. to Don Julian Rd.	35
101.	9 th Ave.	Proctor Ave. to Don Julian Rd.	30
102.	Almahurst St.	Hanover Rd. to Albatross Rd.	35
103.	Bixby Dr.	Gale Ave. to Johnson Dr.	30
104.	Capitol Ave.	Mission Mill Rd. to Rose Hills Rd.	30
105.	Garcia Ln.	Grand Ave. to Faure Ave.	40
106.	Keystone St.	Stoner Creek Rd. to Walnut Hall Rd.	35
107.	N. Unruh Ave.	Nelson Ave. to Stafford St.	30
108.	Parriott Pl.	Don Julian Rd. to Salt Lake	30
109.	Parriott Pl.	El Encanto Rd. to Don Julian Rd.	35
110.	Parriott Pl.	Proctor Ave. to El Encanto Rd.	35
111.	Rowland St.	Hatcher Rd. to Lawson St.	40
112.	Rowland St.	Lawson St. to Fullerton Rd.	40
113.	Sotro St.	Glendora Ave. to Stafford St.	25
114.	Currier Rd.	Lemon Ave. to Brea Canyon Rd.	40

SECTION 23. Official Survey. The "2017 Engineering and Traffic Survey Phase 2, January 2018, for the City of Industry," containing the findings and determinations of the Registered Engineer, incorporated herein and on file in the Office of the City Clerk, shall be the official Engineering and Traffic Survey of the City, a certified copy of which shall be disseminated to the County of Los Angeles Municipal and Superior Courts.

SECTION 24. Inconsistencies. Any provisions of the Industry Municipal Code, or appendices thereto, or any other resolution of the City, to the extent that they are inconsistent with this ordinance, and no further, are hereby repealed.

SECTION 25. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in Chapter 10.40 (Speed Limits) of Title 10 (Vehicles and Traffic), including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 26. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 27. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 28. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry this 8th day of March, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

BY: _____
MARK D. RADECKI, Mayor
City of Industry, California

ATTEST:

Diane M. Schlichting, City Clerk

EXHIBIT B

Final Report for the 2017 Engineering and Traffic Survey Phase 2, January 2018 –
prepared by Kimley-Horn and Associates, Inc.

[Attached]



DRAFT REPORT

FOR THE

2017 ENGINEERING AND TRAFFIC SURVEY PHASE 2

January 2018

Prepared by:
Kimley»»Horn

CERTIFICATION

I, Jean Fares, do hereby certify that this Engineering and Traffic Survey for the City of Industry was performed under my supervision. I certify that I am experienced in performing surveys of this type and duly registered in the State of California as a professional Traffic Engineer.



Jean Fares
01/24/2018

RTE# 2097

INTRODUCTION

This Engineering and Traffic Survey is intended to serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Industry. This survey was authorized by the City and independently conducted by the private consulting firm Kimley-Horn and Associates, Inc. Since changes in prevailing roadway conditions have occurred or roadways have been recently constructed, this study is required to determine if the existing speed limit is adequate and to determine the proper speed limit for the newly constructed roads.

Engineering and traffic surveys for speed limits are regularly conducted once every five (5) years by governing municipalities for the purpose of complying with Section 40802(a) of the *California Vehicle Code (CVC)* and the national *Uniform Vehicle Code*. Engineering and traffic surveys may be conducted every seven (7) years if criteria is met, or every ten (10) years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred as specified in Section 40802(c) of the *California Vehicle Code (CVC)*. In addition, an engineering and traffic survey should be conducted on newly constructed roadways or roadways where the roadway conditions have significantly changed.

The law requires that speed surveys must be performed with the use of radar or other electronic devices at locations where speed limits are to be enforced with the use of radar. The current survey must be completed within five years as specified in Section 40802(a); seven years as specified in Section 40802(c), or ten years as specified in Section 40802(c), of the date of the preceding survey. A survey allowed to expire after five years (as specified by Section 40802(a)), seven years (as specified by Section 40802(c)), or 10 years (as specified by Section 40802(c)), of the previous survey would constitute a speed trap as stated below:

40802. A "speed trap" is either of the following:

- (1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.
- (2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed involves the use of radar or any other electronic device that measures the speed of moving objects.

In addition, testimony and evidence based upon a speed trap is inadmissible in a court of law.

PURPOSE AND METHODOLOGY OF SPEED ZONE ESTABLISHMENT

Speed zones are primarily established to protect the general public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed limits are generally established at or near the 85th percentile speed, which is defined as the speed at or below which 85 percent of traffic is moving. Speed limits established on this basis conform to the consensus of those who drive on the highways as to what speed is reasonable and safe, and are not dependent on the judgment of one or a few individuals.

The Engineering and Traffic Survey, as defined in Section 627 of the CVC, must consider the prevailing speeds, collision records, pedestrian and bicycle activity, and roadway traffic and roadside conditions not readily apparent to the driver. Speed zones are also established to advice of road conditions or hazards, which may not be readily apparent to a reasonable driver. For this reason, a field review of related road/traffic variables is conducted which is considered in combination with the statistical data and collision history of a particular roadway segment to determine a safe and reasonable speed limit. The specific procedures used in the conduct of the Engineering and Traffic Study are outlined in the *California MUTCD 2014 Edition*. The statistical factors used to analyze the collected speed survey data are defined in the following section.

It should be noted that the CVC allows local authorities to increase or decrease the prima facie limits by ordinance or resolution to appropriate limits as determined by an engineering and traffic survey. Posted speed limits not defined in the CVC or established by ordinance are not valid.

According to Section 22352(a)(2)(A) of the CVC, the prima facie speed limit for streets in any business or residence district is twenty-five miles per hour. The definitions of business and residence district are as follows:

235. A "business district" is that portion of a highway and the property contiguous thereto
- (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or
 - (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.
515. A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district,
- (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or

(b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

STATISTICAL ANALYSIS FACTORS

Significant factors used to analyze the collected survey data are summarized below:

1. **85th Percentile Speed.** The critical speed, or 85th Percentile Speed, is defined as that speed at or below which 85 percent of the traffic is moving. This factor is the primary guide in determining what speeds the majority of safe and reasonable drivers are traveling. Therefore, the practice is to set the speed limit to the nearest 5 mph increment from the Critical Speed unless other factors require a lower limit. Speed limits set on this basis provide law enforcement officials with a means of controlling reckless or unreliable drivers who will not conform to what the majority finds reasonable.
2. **The 10-mph Pace.** The 10-mph Pace is the 10-mph increment range, which contains the largest number of recorded vehicles. The pace is a measure of the dispersion of speeds within the sample surveyed. Speed limits should normally be set to fall within the 10 mph pace. However, conditions not readily apparent to the driver or adhering to State mandated limits such as in Residence Districts may require setting speed limits below the 10 mph pace.
3. **50th Percentile Speed.** The Median Speed, or 50th Percentile Speed, represents the mid-point value within the range of recorded speeds for a particular roadway location. In other words, 50 percent of the vehicles travel faster than and 50 percent travel slower than, the median speed. This value is another measure of the central tendency of the vehicle speed distribution. Typically speed limits should not be set below the 50th Percentile Speed, since it would result in greater than 50-percent of the drivers exceeding the speed limit.
4. **15th Percentile.** The 15th Percentile is that speed at or below which 15 percent of the vehicles are traveling. This value is important in determining the minimum allowable speed limit, given that the vehicles traveling below this speed tend to obstruct the flow of traffic, thereby increasing the collision potential.
5. **Percent of Vehicles in Pace Speed.** The percent of vehicles in the 10-mph pace speed is an indication of the grouping of vehicular speeds. Ideally, if all vehicles were traveling at or about the same speed, there would be a reduced likelihood of vehicular collisions. In speed limit analysis, the higher the percent of vehicles within the pace speed, the more favorable the speed distribution. The percent of vehicles within the 10-mph pace is often between 60 and 90 percent.

2014 CALIFORNIA MUTCD GUIDANCE BETWEEN ADJACENT SEGMENTS

The State of California Traffic Manual previously published by the California Department of Transportation previously set guidance on the preparation of Engineering and Traffic Surveys. Section 8-3.3 contained the guidance for establishing speed limits using an Engineering and Traffic Survey, and indicated that the speed limit should normally be established at the first five mile per hour increment below the 85th percentile speed. However, with the change to the 2014 California MUTCD, the guidance for establishing speed limits has been modified and the new requirements indicate:

“12a When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.

Option:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5.
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).”

12b If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Section 627 and 22358.5.

Support:

12c The following examples are provided to explain the application of these speed limit criteria:

- A. Using Option 1 above and first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.
- B. Using Option 1 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.
- C. Using Option 2 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35 mph, the speed limit can be established at 30 mph, but no further reductions can be applied (which is allowed in the two examples above).”

This change in the guidance for establishing speed limits was incorporated into the analysis and recommendation of speed limits for this study.

ASSEMBLY BILL 321

Existing law establishes a 25 miles per hour prima facie limit when approaching or passing a school building or the grounds thereof, contiguous to a highway and posted up to 500 feet away from the school grounds, with a standard “SCHOOL” warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit also applies when approaching or passing school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard “SCHOOL” warning sign. A violation of that prima facie limit is an infraction.

Existing law allows a city or county, based on an engineering and traffic survey that the prima facie speed limit of 25 miles per hour is more than is reasonable or safe, by ordinance or resolution, to determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.

This bill additionally allows a city or county to establish in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, a 15 miles per hour prima facie limit when approaching, at a distance of less than 500 feet from, or passing, a school building or the grounds thereof, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 15 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit would also apply when approaching, at that same distance, or passing school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with one of those signs.

The bill also provides that a 25 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, applies, as to those local authorities, when approaching, at a distance of 500 to 1,000 feet from, one of those areas where children are going to or leaving the school, either during school hours or during the noon recess period, that is posted with a school warning sign that indicates a speed limit of 25 miles per hour.

FIELD REVIEW

Kimley-Horn conducted the speed survey on street segments as requested. One hundred (100) samples for each direction of travel were collected if the street segment contained a raised median or if it was designated by the City as needing two surveys per segment. A Minimum of 40 observations were collected for each direction for the segments that did not contain a raised median and were designated as needing only one survey by the City.

The consultant’s team inspected all street segments for traffic related concerns, including visibility, driveways, existing land use and road conditions not readily apparent to motorists.

Examples of the field data collected for the purposes of analyzing related roadway characteristics as they pertain to the determination of appropriate speed limits are listed below:

1. Segment length, width and alignment;
2. Level of pedestrian and bicycle activity;
3. Traffic flow characteristics;
4. Number of lanes and other channelization/stripping factors;
5. Frequency of intersections, driveways and on-street parking;
6. Locations of stop signs, traffic signals, and other regulatory traffic control devices;
7. Roadway condition, bumps and dips;
8. Obstructions to driver/pedestrian visibility;
9. Land use and proximity of schools;
10. Uniformity with existing speed zones in adjacent jurisdictions; and,
11. Any other unusual conditions or hazards not readily apparent to the driver.

COLLISION HISTORY

The Engineering and Traffic Survey forms summarize the available collision information for each of the street segments. The summary of collision data was obtained for a period of three years. The related collisions, those not located at signalized intersections, were summarized for each segment. Based on the number of total collisions studied over the 36 month period and ADT counts collected by Kimley-Horn, a collision rate per million vehicle miles was calculated for each segment. To provide a general comparison of the collision rates on the segments to expected collisions rates for similar types of local roadways, the collision rates for each segment were compared to the statewide average rate listed in the 2013 Collision Data on California State Highways (road miles, travel, collisions, collision rates) as listed in Table 1.

TABLE 1

2013 California State Highways Collision Rates

Lane Type	Total Collision Rate Per Million Vehicle Miles (3-Year Rates for 14, 15 and 16)
2&3 Lanes	0.94
4 lanes (undivided highway)	1.31
4 lanes (divided highway)	1.18

Source: 2013 accident data on California State Highways published by State of California Business, Transportation and Housing Agency, Department of Transportation Division of Traffic Operations.

The current accident rate for each segment was calculated using the following formula:

$$\text{Accident Rate} = ((N/3)*1,000,000)/(ADT*L*D)$$

- N: Number of accidents within the study segment in 3 years
- ADT: Average daily traffic for segment
- L: Length of segment
- D: Number of days in 1 year (365)

RESULTS AND RECOMMENDATIONS

Roadway conditions such as width, number of lanes, traffic control devices, and properly identified schools are readily apparent to the driver and should not influence the results of the Engineering and Traffic Survey.

The recommendations contained in this report are intended to establish prima facie speed limits. Prima facie limits attempt to advise the motorist and enforcement of the reasonable speed for a particular section of roadway for the prevailing conditions. In many cases, the recommendations may produce a uniform speed limit along the road.

The Engineering and Traffic Survey Sheets, presented in the **Appendix A**, illustrate the results of a thorough evaluation of the available data and indicate a recommended speed limit for each of the street segments surveyed.

Table 2, on Pages 10-11, indicates that based upon this Engineering and Traffic Survey:

- There is no change to the existing speed limits at the following 19 locations:
 - Albatross Road (Colima – Castleton)
 - Amar Road (Vineland – Canal)
 - Amar Road (Canal – Baldwin Park)
 - Brea Canyon Road (Spanish – Grand Crossing)
 - Castleton Street (Stoner Creek – Hanover)
 - Grand Crossings Parkway (Baker – Brea Canyon)
 - Kella Avenue (Kathleen – Rooks)
 - Nelson Avenue (Vineland – Puente)
 - Old Ranch Road (Brea Canyon – Ferrero)
 - Railroad Avenue (Temple – Baldwin Park)
 - S Lawson Street (Rowland – Railroad)

- S Mayo Avenue (Old Ranch – Grand Crossing)
- Salt Lake Avenue (7th – Turnbull Canyon)
- Stafford Street (Sotro – Hacienda)
- Stafford Street (Glendora – Sotro)
- Valley Boulevard (Azusa – Hambledon)
- Vineland Avenue (Nelson – Valley)
- Vineland Avenue (Temple – Nelson)
- Grand Avenue (Ferrero – Baker)
- The recommended speed limits are lower than the existing speed limits at the following 7 locations:
 - Bixby Drive (Chestnut – Gale)
 - Castleton Street (Hanover – Albatross)
 - Hanover Road (Castleton – Colima)
 - N California Avenue (Nelson – Valley)
 - Orange Avenue (Nelson – Valley)
 - S Hatcher Avenue (Chestnut – Railroad)
 - Stafford Street (Hacienda – Unruh)
- The recommended speed limit is higher than the existing speed limit at the following 15 locations:
 - 6th Avenue (Proctor – Don Julian)
 - 9th Avenue (Proctor – Don Julian)
 - Almahurst Street (Hanover – Albatross)
 - Bixby Drive (Gale – Johnson)
 - Capitol Avenue (Mission Mill – Rose Hill)
 - Garcia Lane (Grand – Faure)
 - Keystone Street (Stoner Creek – Walnut Hall)
 - N Unruh Avenue (Nelson – Stafford)
 - Parriott Place (Don Julian – Salt Lake)
 - Parriott Place (El Encanto – Don Julian)
 - Parriott Place (Proctor – El Encanto)
 - Rowland Street (Hatcher – Lawson)

- Rowland Street (Lawson – Fullerton)
- Sotro Street (Glendora – Stafford)
- Currier Road (Lemon – Brea Canyon)
- The following 6 locations require new data to be collected and will be included in a separate Engineering and Traffic Survey Report:
 - Business Parkway (Lemon – Fairway)
 - Ferrero Parkway (Old Ranch – Grand)
 - Ferrero Parkway (Grand – Machlin)
 - Turnbull Canyon Road (Don Julian – Salt Lake)
 - Turnbull Canyon Road (Valley – Proctor)
 - Turnbull Canyon Road (Proctor – Don Julian)

Table 2
City of Industry
2017 Speed Survey Summary

No. of Location	Location Name	Segment Start	Segment End	Date	Direction	50th	85th	Length (ft)	Length (mi)	ADT	Collision Rate	Total Collisions	Expected Coll. Rate	Existing Posted	Limit Change	New Limit	Justification	
1	8th Avenue	Procter	Don Julian	4/28/2017	Northbound/Southbound	31	37	1376	0.26	4229	0.028	1	0.84	-	Yes	35	85th Percentile speed applied.	
2	9th Avenue	Procter	Don Julian	4/18/2017	Northbound/Southbound	32	37	1378	0.26	1569	1.777	1	0.94	-	Yes	30	85th Percentile speed downgraded due to high collision rate.	
354	Albarras Road	Colima	Caticion	4/28/2017	Northbound/Southbound	34	39	1860	0.35	11933	0.434	2	1.18	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).	
5	Almshurst Street	Harover	Albarras	4/28/2017	Eastbound/Westbound	29	33	978	0.19	3749	0.000	0	0.94	-	Yes	35	85th Percentile speed applied.	
6	Anar Road	Vineyard	Canal	4/18/2017	Eastbound/Westbound	37	43	1184	0.22	21028	0.000	0	1.18	40	No	40	85th Percentile speed rounded down per CVC Section 21400(b).	
7	Anar Road	Canal	Baldwin Park	4/18/2017	Eastbound/Westbound	37	42	758	0.14	23565	-2.237	4	1.18	40	No	40	85th Percentile speed applied.	
8	Bibby Drive	Gale	Johnson	4/20/2017	Northbound/Southbound	28	33	831	0.15	1751	0.076	2	0.94	-	Yes	30	85th Percentile speed downgraded due to high collision rate.	
9	Bibby Drive	Christina	Gale	4/20/2017	Northbound/Southbound	32	37	1409	0.27	2825	1.301	2	0.94	35	Yes	30	85th Percentile speed downgraded due to high collision rate.	
10	Brea Canyon Road	Spanish	Grand Crossing	4/20/2017	Northbound/Southbound	43	48	2155	0.41	24877	0.182	2	1.18	30	No	30	85th Percentile speed applied.	
11	Business Parkway	Lemon	Fairway															Speed data to be re-collected.
12	Capitol Avenue	Mission Hill	Rose Hill	4/20/2017	Eastbound/Westbound	27	32	965	0.18	2069	0.000	0	0.94	-	Yes	30	85th Percentile speed applied.	
13114	Castleton Street	Stoner Creek	Harover	4/20/2017	Eastbound/Westbound	34	39	2265	0.80	18548	0.098	1	1.18	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).	
15	Castleton Street	Harover	Albarras	4/20/2017	Eastbound/Westbound	31	36	1428	0.27	7383	-2.748	6	1.18	35	Yes	30	85th Percentile speed downgraded due to high collision rate.	
16	Ferrero Parkway	Old Hanson	Grand															Speed data to be re-collected.
17	Ferrero Parkway	Grand	Machin															Speed data to be re-collected.
18	Garda Lane	Grand	Ferrero	4/28/2017	Eastbound/Westbound	37	44	2083	0.33	1142	2.433	1	0.94	35	Yes	40	Speed limit increased from existing. 85th Percentile speed downgraded due to high collision rate.	
18426	Grand Crossings Parkway	Baker	Brea Canyon	4/20/2017	Northbound/Southbound	38	45	2121	0.40	3314	0.000	0	1.18	40	No	40	85th Percentile speed downgraded due to vertical curve under grade crossing and limited sight distance along curve.	
21832	Harover Road	Castleton	Colima	4/20/2017	Northbound/Southbound	31	34	1316	0.25	9234	1.588	4	1.18	35	Yes	30	Speed limit decreased from existing. 85th Percentile speed downgraded due to high collision rate.	
23	Kella Avenue	Katibeen	Rocks	4/27/2017	Northbound/Southbound	26	32	781	0.15	3322	3.713	2	0.94	25	No	25	85th Percentile speed downgraded. Post-incident road uses along street.	
24	Keystone Street	Stoner Creek	Walnut Hill	4/20/2017	Eastbound/Westbound	33	40	1319	0.24	1166	0.000	0	0.94	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b).	
25	N California Avenue	Nelson	Valley	4/18/2017	Northbound/Southbound	30	35	1027	0.19	5718	2.463	3	0.94	35	Yes	30	85th Percentile speed downgraded due to high collision rate.	
26	N Urush Avenue	Nelson	Stafford	4/26/2017	Northbound/Southbound	28	33	778	0.15	2178	0.000	0	0.94	-	Yes	30	85th Percentile speed downgraded.	
27	Nelson Avenue	Wetland	Puente	4/18/2017	Eastbound/Westbound	33	39	1937	0.36	6484	0.000	0	0.94	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).	
28429	Old Ranch Road	Brea Canyon	Ferrero	4/18/2017	Northbound/Southbound	28	41	1870	0.36	3599	0.000	0	0.94	40	No	40	85th Percentile speed applied.	
30	Orange Avenue	Nelson	Valley	4/28/2017	Northbound/Southbound	32	37	1151	0.21	11675	1.880	5	0.94	35	Yes	30	85th Percentile speed downgraded due to high collision rate.	
31	Panelli Place	Don Julian	Bell Lake	4/25/2017	Northbound/Southbound	27	33	1371	0.22	1846	0.000	0	0.94	-	Yes	30	85th Percentile speed rounded down per CVC Section 21400(b).	
32	Panelli Place	El Encanto	Don Julian	4/25/2017	Northbound/Southbound	33	38	998	0.18	1737	0.000	0	1.31	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b).	
33	Panelli Place	Procter	El Encanto	4/25/2017	Northbound/Southbound	34	38	859	0.12	1451	0.000	0	0.94	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b).	
34	Railroad Avenue	Temple	Baldwin Park	4/19/2017	Eastbound/Westbound	33	42	1823	0.29	3032	0.000	0	0.94	35	No	35	85th Percentile speed downgraded due to steep vehicle at end of segment at Baldwin Park.	

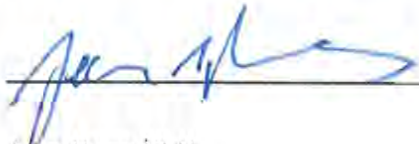
City of Industry
2017 Speed Survey
Summary

No. of Location	Location Name	Segment Start	Segment End	Date	Direction	5th	85th	Length (ft)	Length (mi)	ADT	Collision Rate	No. of Collisions	Expected Coll. Rate	Existing Posted	Limit Change	New Limit	Justification	
35	Rowland Street	Hatcher	Lawson	4/28/2017	Eastbound/Westbound	38	44	3736	0.49	8067	0.8758	4	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).	
36	Rowland Street	Lawson	Fullerton	4/28/2017	Eastbound/Westbound	33	40	1868	1.23	8305	0.3578	4	1.31	35	Yes	40	Speed limit increased from existing. 85th Percentile speed applied.	
37	S Hatcher Avenue	Chestnut	Railroad	4/27/2017	Northbound/Southbound	31	37	1313	0.86	2152	0.992	2	0.84	35	Yes	30	85th Percentile speed downgraded due to high collision rate.	
38	S Lawson Street	Rowland	Railroad	4/28/2017	Northbound/Southbound	31	37	1568	0.30	1678	0.8513	1	0.94	35	No	35	85th Percentile speed applied.	
39	S Mayo Avenue	Oil Ranch	Grand Crossing	4/28/2017	Eastbound/Westbound	35	45	1619	0.34	2121	0.0000	0	1.31	40	No	40	85th Percentile speed downgraded due to unclassified roadway.	
40	Salt Lake Avenue	7th	Tumbull Canyon	4/28/2017	Eastbound/Westbound	38	42	4237	0.85	1580	1.4406	2	0.94	35	No	35	85th Percentile speed downgraded due to high collision rate.	
41	Soto Street	Oliveira	Stafford	4/25/2017	Eastbound/Westbound	26	29	681	0.13	4739	0.0000	8	1.31	-	Yes	25	85th Percentile speed rounded down per CVC Section 21400(b).	
42	Stafford Street	Soto	Hacienda	4/25/2017	Eastbound/Westbound	32	36	735	0.14	10645	1.8205	3	1.18	30	No	30	85th Percentile speed downgraded due to high collision rate.	
43	Stafford Street	Hacienda	Unruh	4/28/2017	Eastbound/Westbound	24	30	2865	0.54	2082	0.8162	1	0.84	35	Yes	30	Speed limit decreased from existing. 85th Percentile speed applied.	
44	Stafford Street	Shedora	Soto	4/25/2017	Eastbound/Westbound	31	35	934	0.18	5544	0.5534	1	1.18	30	No	30	85th Percentile speed downgraded to maintain consistency with adjacent segments and due to horizontal curvature of street.	
45	Tumbull Canyon Road	Don Julian	Salt Lake															Speed data to be re-collected.
46	Tumbull Canyon Road	Valley	Proctor															Speed data to be re-collected.
47	Tumbull Canyon Road	Proctor	Don Julian															Speed data to be re-collected.
48-49	Valley Boulevard	Azusa	Hambledon	4/18/2017	Eastbound/Westbound	42	50	2945	0.50	35003	0.7100	14	1.18	50	No	50	85th Percentile speed applied.	
50	Vineyard Avenue	Nelson	Valley	4/18/2017	Northbound/Southbound	28	33	1207	0.23	10784	0.7153	3	0.94	35	No	35	85th Percentile speed applied.	
51	Vineyard Avenue	Temple	Nelson	4/18/2017	Northbound/Southbound	32	37	1829	0.35	9873	0.0000	0	0.94	35	No	35	85th Percentile speed applied.	
52	Grand Avenue	Fernes	Baker	4/27/2017	Northbound/Southbound	48	51	1051	0.18	35883	0.5547	4	1.18	50	No	50	85th Percentile speed applied.	
53	Curier Road	Lemon	Ibra Canyon	4/28/2017	Eastbound/Westbound	41	45	3047	0.58	9955	1.8897	10	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed downgraded due to high collision rate, to maintain consistency with adjacent segments, frequency of on-ramps, and horizontal and vertical curvature of street.	
Speed Data to be re-collected																		

Field Study By: Kimley-Horn and Associates, Inc.

CERTIFICATION:

I, Jean Fares, do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is complete. I certify that I am experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



1/24/2018

TR 2097

Jean Fares, P.E.

Date

State Registration Number

APPENDIX A

(Engineering and Traffic Survey Sheets
on file at the City Clerk's Office)

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Henry Martinez, Senior Vice President, Cordoba Corporation
Mike Cruz, Senior Project Manager, Cordoba Corporation

DATE: March 8, 2018

SUBJECT: Consideration of a Professional Services Agreement with Goss Engineering, Inc., for Agreement. No. DS-18-019-B, EXPO Barn Facilities Lighting Upgrade Design and Specifications Services in an amount not to exceed \$15,260.00, from March 8, 2018 to March 8, 2019.

Background:

On December 4, 2014, City staff presented a proposal from Snowden Electric for LED lighting at the EXPO Grand Arena and the Barn Facilities to the CRIA board. The CRIA board minutes from January 7, 2015 state that the proposal was not found to be cost effective, and the project did not move forward. In 2014, four options were proposed for the lighting in the EXPO Barn Facilities, ranging from \$91,500 for limited use of LED replacements and T-8 luminaries, to \$271,000 for full replacement of all existing fixtures with LED fixtures and wireless controls. It should be noted that the December 2014 proposal did not include a lighting study, it was a work proposal from an existing City contractor.

In late April of 2017, All American Electric provided a rough cost estimate of \$200,000 for replacement of existing EXPO Barn Facilities lighting when the contractor was performing electrical repair work at the EXPO Barn Facilities facility. Based on the cost of this proposal, which would require competitive procurement, as well as a lighting study and specifications, the project was added as a capital project.

On November 30, 2017, the City published a Request for Proposals ("RFP") for EXPO Barn Facilities Lighting Upgrade Design and Specifications Services for an estimated cost of \$50,000.00. This project was bid to procure a contractor for the design and specifications for the exterior and interior lighting upgrade at the Expo Center's boarding in the West and East barns, improved yard lighting at the horse handling area, and new stall lighting at the 18 horse wash racks. All with emphasis on innovative and/or creative approaches that provide additional efficiencies, expedited timing or increased performance capabilities. The RFP requires the design contractor to include technical support during the installation of the upgraded lighting (by others), including the review of material/equipment submittals, requests for information, and the resolution of field issues during that installation.

The RFP was posted in the City's PlanetBids™ vendor portal on November 30, 2017. The appropriate trade journals were notified on December 1, 2017. The bid was advertised on December 5, 2017 and December 12, 2017 in the San Gabriel Valley Tribune. Thirty-four prospective bidders reviewed the RFP. Questions pertaining to the proposal were received up until January 8, 2018 at 1:00 p.m. in the City's Planetbids™ vendor portal.

Discussion:

The RFP process closed on January 8, 2018. The City received two (2) proposals from: Goss Engineering, and Jeff Polich, Inc. The proposals were reviewed by a panel of three participants that include Kristen Weger, City of Industry Management Analyst, Lary Atherton Cordoba Corporation Senior Project Manager, and Mike Cruz Cordoba Corporation Project Manager, for completeness, accuracy and qualifications. The review process was achieved using the criteria categories as indicated in the RFP including qualifications of key personnel, approach to providing the requested scope of services, price proposal, innovation/creative approach, and references. Goss Engineering has extensive mechanical, and electrical engineering capabilities, demonstrating work for higher education, commercial, and industrial clients, some on complex building lighting, and co-generation projects.

The following table represents a summary of the proposals received and ranked:

Proposers	Proposal Price	Rankings
Jeff Polich Inc.	\$48,000.00	2
Goss Engineering	\$15,260.00	1
<i>Engineer's Estimate</i>	<i>\$50,000.00</i>	

Based on the rankings, the review committee is recommending that City Council award the contract to Goss Engineering Inc. ("Goss"). Goss is found to be qualified, was responsive to the bid requirements and staff inquiries, and submitted a complete proposal. References were checked by City staff resulting in excellent recommendations from previous Goss employers.

Fiscal Impact:

An appropriation is being requested at this time in the amount of \$15,260.00 for the EXPO Barn Facilities Lighting Upgrade Design and Specifications Services from the 2015 bond proceeds to City Capital Improvements - Equestrian C.I.P. – Planning, Survey and Design (Account No. 120.713.5130).

The engineer's estimate for the contract was \$50,000.00. Goss submitted a bid for \$15,260.00 for the project. The scope of work includes performing studies, engineering, and developing construction documents for upgrade an existing lighting system. As such, the engineer's estimate was based on a worst case, conceptual scenario with contingency in the assignment of man-hours and their unit cost for the intended scope. In a review with Goss of their bid and assumptions, Goss verified their understanding of the intended work, compliance with the RFP, and ability to complete the work at their proposed price.

Recommendation:

1. Approve the Professional Services Agreement between the City and Goss Engineering Inc., in an amount not to exceed \$15,260.00 for the EXPO Barn Facilities Lighting Upgrade Design and Specifications Services.

Exhibits:

- A. Professional Services Agreement with Goss Engineering Inc., dated March 8, 2018
 - B. Request for Proposal ("RFP") EXPO Barn Facilities Lighting Upgrade Design and Specifications Services for the City of Industry (On file in City Clerk's office)
-

HM/MC:ev

EXHIBIT A

Professional Services Agreement with Goss Engineering Inc., dated March 8, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 8, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Goss 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 March 8, 2019, 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 barn lighting design and specification 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 Fifteen Thousand Two Hundred Sixty Dollars (\$15,260.00) 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. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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 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.

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 Consultant: Goss Engineering, Inc.
320 South Main Street, Suite 102
Corona, CA 92882
Attention: Shaw Gentry, PE, CEM, CWEP

15. 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.

16. 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.

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 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.

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 Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

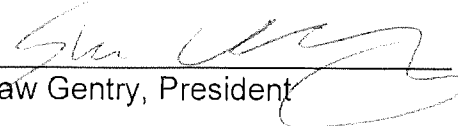
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

“CITY”
City of Industry

“CONSULTANT”
Goss Engineering, Inc.

By: _____
~~Paul J. Philips, City Manager~~
Mark D. Radecki, Mayor

By: 
Shaw Gentry, 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

Consultant shall assess, design, and specify upgraded lighting appropriate for the unique requirements of temporary horse boarding in the West and East barns, yard lighting at the horse handling area, and stall lighting at the 18 horse wash racks located at the EXPO Barns, 16200 Temple Avenue, City of Industry, CA 91744.

The Consultant will perform at a minimum:

- Provide a design to upgrade EXPO Center lighting at the following facilities:
 1. West and East Barns
 2. Horse handling area (south of West Barn)
 3. Horse Wash Stalls (south of West Barn)
 4. Exterior Safety and Security Lighting
- Pre-engineering, including photometric study of the existing barn facilities lighting and the assessment of existing lighting/lighting schemes and switching systems from available drawings and “as-found” conditions.
- Develop preliminary lighting designs at the facilities identified that includes: updated and energy efficient lighting, preferably LED (unless it can be shown that others are more energy efficient); and improved barn lighting switching schemes, establishing options and costs for review and approval by City. All designs shall meet Title 24 and include the incorporation or modification of existing electrical switchgear, circuit breakers, transformers, etc. as needed for a fully functioning system.
- Conduct final engineering and provide construction documents based on an approved preliminary lighting and switching engineering option, incorporating 30% and 70% engineering reviews by the City. The Consultant shall compile the drawings in a format suitable to the City (full sized drawings, reduced sized drawings and/or electronic copies in .pdf format), and submit it to the City at 30% and 70% progress. It is expected that there may be some design elements which will require some review comments or changes by the City. A re-submittal of the detailed design may be required. If the review comments are not significant, the City may elect to not require a re-submittal.
- Provide specifications and bill of materials for all materials, fixtures, and equipment needed to install the upgraded lighting systems.
- Provide a comprehensive construction cost estimate for the designed barn lighting and switching system, horse handling area lighting, and wash rack stall lighting as

required for the complete planning and installation of materials and equipment (by others).

- Consultant shall provide construction support allowance which shall include the review of equipment and material submittals, resolution of Request for Information (RFI), review of Daily Reports, Test Data documentation, turnover materials, punch list items, and resolution of field issues.

Consultant will provide and be responsible for materials and personnel necessary to complete the assessment, design, and specification of an upgraded lighting system. All personnel performing the services set forth herein shall have the requisite training, skills and/or licenses required to perform the work.

EXHIBIT B

RATE SCHEDULE

Barn Facility Lighting System Design and Installation Services	Phase Cost
Phase 1 – Site Assessment	
a. Photometric Study, Site Assessment and Preliminary Design Options	\$4,840
Phase 2 – Design and Construction Documents	
a. Final Engineering/Design	\$3,700
b. Lighting System Drawings and Specifications	\$2,800
c. Equipment/Material Bill of Material/Cost Est	\$1,120
Phase 3 – Construction Support	
a. Review/resolution of submittals, RFI's, field issues	\$2,800
Grand Total	\$15,260

Position	Hourly Rates
Administration	\$65
Auto Cad Drafter	\$90
Engineering Intern	\$55
Engineering Aide	\$85
Assistant Engineer	\$100
Associate Engineer	\$120
Engineer	\$145
Senior Engineer	\$170
Principal Engineer	\$195
Executive Engineer	\$210

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 Agency.

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 Agency, 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 Agency 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 B

Request for Proposal ("RFP") EXPO Barn Facilities Lighting Upgrade Design and
Specifications Services for the City of Industry
(On file in City Clerk's office)

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Alex Gonzalez, Director of Development Services and Administration *AG*
Lisette Calleros, Funding Program Consultant, Avant Garde
Joshua Nelson, Project Manager, CNC Engineering

DATE: March 8, 2018

SUBJECT: Consideration of Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive

Background:

On November 18, 2014, the City entered into a Funding Agreement ("Agreement") with Los Angeles County Metropolitan Transportation Authority ("LACMTA" or "Metro"), defining the terms and conditions under which the SR-57/60 Confluence, Grand Avenue at Golden Springs Drive ("Project") activities are performed and financed. The Project includes the improvements to the Grand Avenue and Golden Springs Drive Intersection, which is a precursor to further improvements in the SR 57/60 Confluence Project. A new golf course tunnel will be constructed under Grand Avenue as part of the widening. The project will also widen Golden Springs Drive between Copley Drive and Racquet Club Drive to add a westbound left-turn lane and a dedicated right-turn lane, widen sidewalks and add pedestrian countdown signals.

The majority of the widening is within City of Diamond Bar right of way. Staff will coordinate with the city of Diamond Bar to obtain the necessary permits to allow for the work. Furthermore, staff has met with representatives from Los Angeles County Department of Parks and Recreation to discuss the required right of way and temporary construction easements that will be required in order to implement the project.

Through Metro's 2011 Call for Projects, the City secured \$6.7 million in local Proposition C grant funds for a 40% share in project costs related to the right of way acquisition, construction and construction management. The remaining 60% share is expected to be funded in bond proceeds from the Successor Agency to the Industry Urban-Development Agency. The total project costs are estimated at \$16,818,915.

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 Agreement, all funds programmed for: FY2014/15 were subject to lapse on June 30, 2017; FY2015/16 were subject to lapse on June 30, 2018; and FY2016/17 were subject to lapse on June 30, 2019.

With design at 95% completion, the Metro Project Manager began working with the City to process an amendment after the lapsing date of June 30, 2017. 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 an amendment to extend the lapsing date allows the City to keep their funding without having to appear before the Metro Technical Advisory Committee (TAC) and requesting to do so.

Discussion:

A first amendment is necessary to extend the lapsing date of all project funds to June 30, 2019. Construction is expected to begin in June 2018 with completion scheduled for August 2019.

Amendment No. 1 also includes the following revisions:

- Part II, Paragraph 8 of the existing Agreement is being amended by deleting it in its entirety and replacing it with Metro's "Timely Use of Funds/Reprogramming of Funds."
- Attachment B - Scope of Work is to be amended by deleting the Project Schedule and replacing it with a Revised Project Schedule.

Fiscal Impact:

There are no costs associated with the first amendment. However, should the City of Industry not approve this amendment they would risk losing \$6.7 million in funding.

Recommendation:

- 1) Staff recommends that the City Council approve and execute Amendment No. 1

Exhibits:

- A. Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive Project

EXHIBIT A

Amendment No. 1 to the Call for Projects Funding Agreement (CFP #F5100) between the City of Industry and the Los Angeles County Metropolitan Transportation Authority (Metro) for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive

[Attached]

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF INDUSTRY AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of September 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 Funding Agreement No. 920000000F5100, dated November 18, 2014, (the "Existing FA"), which Existing FA provides for the SR 57/60 Confluence, Grand Avenue at Golden Springs Drive (the "Project"); and

B. Whereas, LACMTA Board on July 27, 2017, desires to extend the lapsing date of the Project to June 30, 2019; and

C. GRANTEE and LACMTA desire to amend the Existing FA 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 II, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2014-15, FY 2015-16, and FY 2016-17 are subject to lapse on June 30, 2019.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will

not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

2. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance		Completed Dec 2013		December 2013
Design Bid & Award	September 2014	December 2015		
Design	September 2014	June 2016	June 2015	September 2017
Right-of-Way Acquisition	January 2015	June 2016	January 2016	September 2017
Construction Bid & Award	June 2016	August 2016	October 2017	January 2018
Construction	August 2016	July 2017	April 2018	June 2019
Total Project Duration (Months)	35		48	

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

FTIP# LAF5100
PPNO N/A

CFP# F5100
AMENDMENT NO. 1
Funding Agreement No. 920000000F5100

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 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: 12/18/17

CITY OF INDUSTRY

By: _____
Mark D. Radecki
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
James M. Casso
City Attorney

Date: _____

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

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

DATE: March 8, 2018

SUBJECT: Consideration of Second Amendment to the Joint Use Agreement between the City of Industry and West Covina to define and permit the requested upgrades to the 1 Industry Hills Parkway radio site

Background:

On October 18, 2005, the City of Industry and West Covina entered into a Joint Use agreement, wherein Industry granted authorization to West Covina to install and maintain a Public Safety Radio site on or near the easterly water tank adjacent to the Industry Hills Resort, located at 1 Industry Hills Parkway. The agreement has been amended since its adoption, to include provisions that authorized Industry to install and maintain a Local Government Radio site at the West Covina radio tower located in the BKK Landfill site. Neither municipality requests or accepts a fee for the use of either radio site. West Covina desires to upgrade its current Public Safety Radio site at 1 Industry Hills Parkway.

On November 9, 2017, a presentation was made to Council regarding the West Covina's proposed updates to the 1 Industry Hills Parkway Radio Site. Council authorized the City Manager and City Attorney to negotiate the necessary amendment to the Joint Use Agreement to facilitate improvements, and to agendize the amendment for consideration at a future City Council meeting.

Discussion:

Robust public safety communications are essential for police officers and firefighters to do their jobs safely. Public safety agencies have traditionally relied on elevated transmitter towers to provide these communications, with limitations on wide area coverage being predicated on the geography of the tower itself. Under the traditional scenario, public safety radios could only be used within the line-of-sight range of their assigned tower. Recent advances in radio technology have solved this limitation with the use of trunking. Trunking is a process that involves the pooling of radio resources from multiple sources and using them dynamically. This greatly enhances the versatility of an agency's system

and when coupled with data connectivity, enables the coverage to be expanded significantly. The data connectivity joins multiple systems together and allow users to roam seamlessly, similar to that of a call phone.

West Covina's Public Safety radio infrastructure is nearing the end of its useful service life and needs to be upgraded to capitalize on the latest technology, enhanced capacity and to provide more robust coverage and security for public safety users. West Covina has partnered with seven other East San Gabriel Valley municipalities to purchase and install new public safety radio sites, and the proposed upgrades at 1 Industry Hills Parkway will connect to this new system. The new system can be integrated with other public safety systems, including LA-RICS, the new system likely to be used by the Los Angeles County Sheriff's Department and the Los Angeles County Fire Department. Since these systems interconnect, is a benefit to these agencies as well.

Currently, West Covina's radio electronics are housed in a small wooden shack. This amendment allows West Covina to utilize an existing empty cinder block structure that Industry owns. Upgrades will be made to the cinder block structure to include climate controls for the public safety electronics and radios. The improvements to this existing building will benefit Industry as well as other entities for public safety communications. The Second Amendment to the Joint Use Agreement facilitate the upgrades requested by West Covina.

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1.) Authorize the City Manager to execute the Second Amendment to the Joint Use Agreement between the City of Industry and West Covina to define and permit the requested upgrades to the 1 Industry Hills Parkway radio site.

Exhibits:

- A. Second Amendment to Joint Use Agreement, dated March 8, 2018
- B. First Amendment to Joint Use Agreement, dated January 13, 2009
- C. Joint Use Agreement, dated October 18, 2005

AG/KW:af

EXHIBIT A

Second Amendment to Joint Use Agreement, dated March 8, 2018

[Attached]

SECOND AMENDMENT TO JOINT USE AGREEMENT

THIS SECOND AMENDMENT TO JOINT USE AGREEMENT (this "Agreement") is effective the ___ day of _____, 2018 ("Effective Date") between the City of Industry ("INDUSTRY") and the City of West Covina ("WEST COVINA").

RECITALS

WHEREAS, INDUSTRY and WEST COVINA entered into a certain Joint Use Agreement dated October 18, 2005, (the "Agreement") for certain premises located on the property commonly known as "Industry Hills," City of Industry, CA ("Industry Hills Pacific Palms [Formerly Sheraton] Resort Complex") and the "BKK Landfill" property, West Covina, CA; and

WHEREAS, INDUSTRY and WEST COVINA desire to amend the Agreement to upgrade West Covina's public safety radio infrastructure to the latest technology, enhance capacity and to provide more robust coverage and security for public safety officers.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, INDUSTRY and WEST COVINA agree as follows:

AMENDMENT

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

1. Paragraph 1 and Paragraph 1.a. shall be revised to read in their entirety as follows:

Paragraph 1. The City of WEST COVINA, its employees, or authorized representatives may install and operate one (1) UHF public safety trunked simulcast subsite, and two (2) microwave terminals, with antenna on the existing monopole located to the south of the westerly water tower in the Industry Hills Resort Complex. The City of WEST COVINA, its employees, or authorized representatives may continue to operate two (2) VHF high band and five (5) UHF public safety base stations one (1) 800 MHz data link and four (4) 11GHz microwave terminals, with antenna located atop the westerly water tank in the Industry Hills Resort Complex, 1 Industry Hills Parkway, Industry, California for a five (5) year period from the date of execution of this Agreement, shall be automatically renewed for five (5) years on its anniversary date unless terminated under the provisions contained in paragraph 6 of the Agreement.

- a. WEST COVINA equipment shall be installed and operated in the cinder-block equipment building located adjacent to, and north of, the monopole set forth in Paragraph 1. Upon request of the Industry City Engineer, West Covina will remove aforementioned equipment and relocate its contents (repeaters, transmitters, receivers,

and such associated equipment as West Covina deems necessary) to an alternate equipment shelter that Industry may designate as a suitable replacement within 120 days. If such a request is made, Industry warrants that the new replacement shelter will be of such a design, construction, and configuration as may be acceptable according to common best telecommunications practices in use at that time.

IN WITNESS WHEREOF, INDUSTRY and WEST COVINA have executed this Amendment No. 2 to the Agreement as of the Effective Date.

CITY OF INDUSTRY

CITY OF WEST COVINA

Mark D. Radecki, Mayor

Chris Freeland, City Manager

ATTEST

ATTEST

Diane M. Schlichting, City Clerk

Rosalia Butler, Assistant City
Clerk/Department Head

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James M. Casso, City Attorney

Kimberly Hall Barlow, City Attorney

EXHIBIT B

First Amendment to Joint Use Agreement, dated January 13, 2009

[Attached]

FIRST AMENDMENT TO JOINT USE AGREEMENT

THIS FIRST AMENDMENT TO JOINT USE AGREEMENT (this "Agreement") is effective the 13th day of January, 2006, between the City of Industry ("INDUSTRY") and the City of West Covina ("WEST COVINA").

WHEREAS, INDUSTRY and WEST COVINA entered into that certain Joint Use Agreement dated October 18, 2005, (the "Agreement") for certain premises located on the property commonly known as "Industry Hills", City of Industry, CA ("Industry Hills Pacific Palms [Formerly Sheraton] Resort Complex") and the "BKK Landfill" property, West Covina, CA and both desire to amend the Agreement.

NOW THEREFORE, INDUSTRY and WEST COVINA hereby agree to amend the Agreement as follows:

Paragraph 1. The City of WEST COVINA, its employees, or authorized representatives may continue to operate two (2) VHF high band and five (5) uhf public safety base stations one (1) 800 MHZ data link and four (4) 11GHz microwave terminals, with antenna located atop the westerly water tank in the Industry Hills Resort Complex, 1 Industry Hills Parkway, Industry, California for a five (5) year period from the date of execution of this Agreement and is automatically renewed for five (5) years on its anniversary date unless terminated under the provisions contained in paragraph 6 of the Agreement.

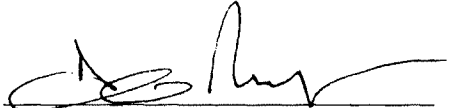
- a. WEST COVINA equipment shall continue to be installed and operated in the 10' x 12' prefabricated equipment building previously installed by the City of West Covina under provisions of the previous lease agreement which expires January 1, 2006. This building is located adjacent to the westerly water tank identified in paragraph 1 above. Upon request of the Industry City Engineer, West Covina will remove aforementioned equipment building and relocate its contents (repeaters, transmitters, receivers, and such associated equipment as West Covina deems necessary) to an alternate equipment shelter that Industry may designate as a suitable replacement. If such a request is made, Industry warrants that the new replacement shelter will be of such a design, construction, and configuration as may be acceptable according to common best telecommunications practices in use at that time.
- b. INDUSTRY shall provide commercial power to all radio equipment located at this site. INDUSTRY shall provide 24-hour access to the water tank site and gated area for equipment maintenance and/or repair for WEST COVINA personnel and will coordinate site access through the Industry Hills Resort Security Department.
- c. Any costs associated with installation or on-going operation of WEST COVINA equipment, except for commercial power shall be the responsibility of WEST COVINA. Billings for leased telephone lines used to remote receivers to WEST COVINA shall be addressed directly to the Communications Department, City of West Covina.
- d. All equipment must comply with good engineering and construction practices including proper shielding, grounding, de-coupling, filtering, intermodulation suppression, jumpering, and intercabling to minimize site electromagnetic interference.
- e. West Covina agrees to resolve all interference to existing systems that is caused by operation of its equipment.

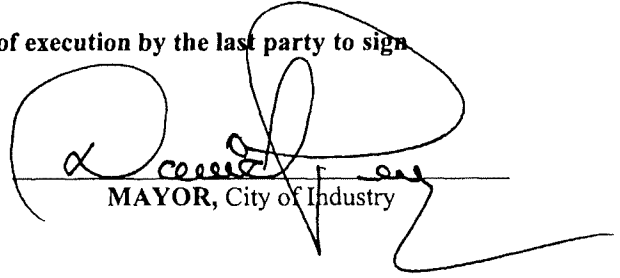
Paragraph 2. The City of Industry, its employees or representatives, may install and operate from the BKK facility, up to five (5) UHF repeaters, five (5) 900 MHz repeaters, six (6) antenna and one (1) licensed microwave hop from the BKK site to the Industry Hills site, with frequency to be determined, on the radio site located at 2400 Azusa Avenue, West Covina, California, with six (6) antenna located on the BKK tower at the 140 foot level or above for a five (5) year period from the date of execution of this Agreement and is automatically extended for five (5) years on its anniversary date unless terminated under the provisions contained in paragraph 6 of the Agreement.

- a. [Remains unchanged.]
- b. [Remains unchanged.]
- c. [Remains unchanged.]
- d. All equipment must comply with good engineering and construction practices including proper shielding, grounding, de-coupling, filtering, intermodulation suppression, jumpering, and intercabling to minimize site electromagnetic interference.
- e. Industry agrees to resolve all interference to existing systems that is caused by operation of its equipment


Except as expressly modified herein, the terms and provisions of the Agreement shall remain in full force and effect.

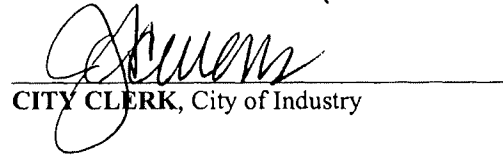
EFFECTIVE as of the date, or later of the dates, of execution by the last party to sign


CITY MANAGER, City of West Covina

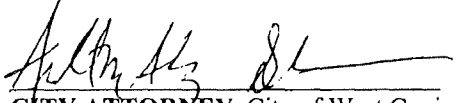

MAYOR, City of Industry

ATTEST:


CITY CLERK, City of West Covina


CITY CLERK, City of Industry

APPROVED AS TO FORM:


CITY ATTORNEY, City of West Covina

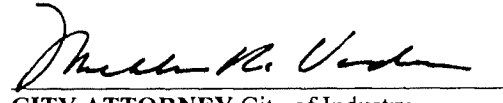

CITY ATTORNEY City of Industry

EXHIBIT C

Joint Use Agreement, dated October 18, 2005

[Attached]

JOINT USE AGREEMENT

THIS AGREEMENT (hereinafter referred to as AGREEMENT) by and between the CITY OF WEST COVINA, hereinafter referred to as "WEST COVINA," and the CITY OF INDUSTRY, hereinafter referred to as "INDUSTRY", is entered into this 18th day of October, 2005.

RECITALS

WHEREAS, WEST COVINA owns and operates a land-mobile radio communications facility located at 2400 Azusa Avenue, West Covina, CA (BKK Landfill) and INDUSTRY owns and operates a land-mobile radio communications facility located at the Industry Hills Sheraton Resort Complex, 1 Industry Hills Parkway, Industry, CA; and

WHEREAS, WEST COVINA and INDUSTRY desire to co-locate and operate certain radio equipment at each other's radio facility; and

NOW THEREFORE, WEST COVINA and INDUSTRY, in consideration of said co-location, mutually agree as follows:

1. WEST COVINA, its employees, or authorized representatives may continue to operate three (3) VHF high band and three (3) UHF public safety receivers, one (1) 800 Mhz data link and an 18/23 GHz microwave terminal, with antenna located atop the westerly water tank in the Industry Hills Resort Complex, 1 Industry Hills Parkway, Industry, California for a period of five (5) years from the date of execution of this Agreement.
 - a. WEST COVINA equipment shall continue to be installed and operated in the 10' x 12' prefabricated equipment building previously installed by the City of West Covina under provisions of the previous lease agreement which expires January 1, 2006. This building is located adjacent to the westerly water tank identified in paragraph 1 above.
 - b. INDUSTRY shall provide commercial and auto-start emergency power to all radio equipment located at this site. INDUSTRY shall provide 24-hour access to the water tank site and gated area for equipment maintenance and/or repair for WEST COVINA personnel and will coordinate site access through the Industry Hills Resort Security Department.
 - c. Any costs associated with installation or on-going operation of WEST COVINA equipment, except for commercial or auto-start up emergency power shall be the responsibility of WEST COVINA. Billings for leased telephone lines used to remote receivers to WEST COVINA shall be addressed directly to the Communications Department, City of West

Covina.

2. INDUSTRY, its employees or representatives, may install and operate from the BKK radio facility, up to five (5) UHF repeaters, five (5) 900 Mhz repeaters, six (6) antenna and one (1) licensed microwave hop from the BKK site to the Industry Hills site, with frequency to be determined, on the radio site located at 2400 Azusa Avenue, West Covina, CA, with 6 antenna located on the BKK radio tower at the 140 foot level, or above, for a period of five (5) years from the date of execution of this Agreement.
 - a. INDUSTRY radio equipment shall be installed in 19 inch equipment racks in the existing equipment building currently located on the BKK Communications site.
 - b. WEST COVINA shall provide commercial and auto-start emergency power to all radio equipment located at this site. WEST COVINA shall provide 24-hour access to the BKK site and gated area for equipment maintenance and/or repair for INDUSTRY personnel and will coordinate site access with the BKK Landfill Corporation on site personnel.
 - c. Any cost associated with the installation or on-going operation of INDUSTRY's equipment, except for commercial or auto-start emergency power shall be the responsibility of the INDUSTRY. Billings for any leased telephone lines used to remote equipment to INDUSTRY shall be addressed directly to INDUSTRY.
3. INDUSTRY, its employees and agents shall be indemnified and held harmless by the WEST COVINA against and from any and all liability incurred as a result of the negligent installation and/or operation of WEST COVINA's equipment located at the Industry Hills Resort Complex.
4. The WEST COVINA, its employees and agents shall be indemnified and held harmless by INDUSTRY against and from any and all liability incurred as a result of the negligent installation and/or operation of INDUSTRY's equipment located at the BKK Communications site.
5. In the event any equipment is removed from either location, all expenses associated with its removal and restoration of the facility to its original condition shall be the responsibility of the party owning and removing their equipment.
6. Either party may cancel this agreement by providing to the other party written notice at least ninety (90) days prior to the desired cancellation date.
7. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God,

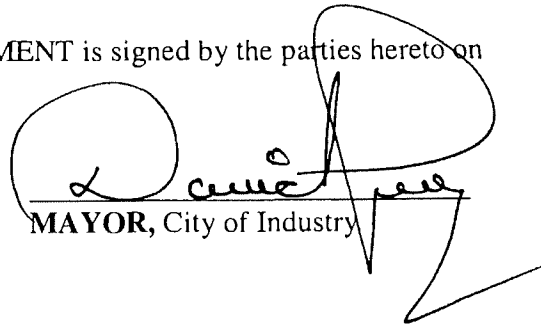
or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

8. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.
9. This AGREEMENT shall be governed by and construed in accordance with laws of the State of California.
10. This AGREEMENT, supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all parties.

IN WITNESS WHEREOF this AGREEMENT is signed by the parties hereto on the date first above written.

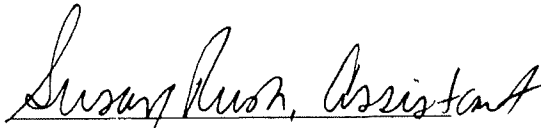


MAYOR, City of West Covina

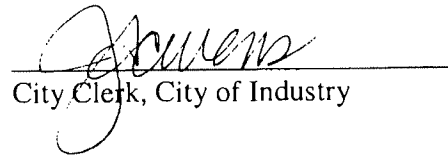


MAYOR, City of Industry

ATTEST:

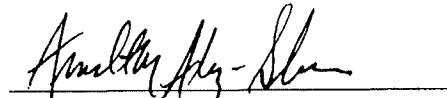


City Clerk, City of West Covina

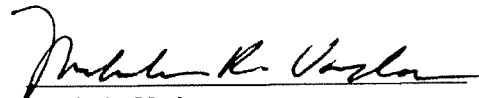


City Clerk, City of Industry

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney, City of West Covina



Michele Vadon
City Attorney, City of Industry

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Alex Gonzalez, Director of Development Services and Administration *ad*
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Phil Valadez, Portfolio Manager, Cordoba Corporation

DATE: March 8, 2018

SUBJECT: Consideration of authorization to advertise for solicitation of public bids for Agreement No. DS-18-040-B, Industry Hills Grand Arena Painting, for an estimated cost of \$1,100,000.00

Background:

The Industry Hills Grand Arena facility was constructed in 1999 and consists of approximately 85,000 square feet of covered arena. The facility has gone through minor upgrades over the years of its use. The painting of the facilities super structure steel elements and their supporting accessories are in their original state since constructed in 1999. At this time, the structure is showing some evidence of rust protruding through the original painted member's coatings and areas of faded paint finishes. In addition, the painting of the entire underside roof area requires refurbishment.

Discussion:

At the direction of City staff, Cordoba Corporation coordinated testing operations with Coating Specialist and Inspection Services, Inc. ("CSI") to evaluate the integrity and re-paint ability of the existing steel structure, structure accessories, and prefinished roofing panels. Based on CSI's analysis, it was recommended that the project be completed in multiple phases due to currently scheduled events throughout the duration of the project schedule. The project will be implemented as DS-18-040-B, subject to approval by the City Council.

The scope of work will consist of all required labor, materials, equipment and protection measures for the recommended preparations and painting operations of all super structure steel members, supporting steel members, accessories and pre-finished panels. The implementation of a phased project will support all current and future events that are already scheduled. The Contractors bidding will provide provisions for the option of the utilization of Double Shift work hours to accommodate the currently scheduled events. The coating of the existing structure will provide for a long lasting corrosion protection solution as well as add an improved aesthetic appearance to the facility.

Fiscal Impact:

The engineer's estimate for this project is \$1,100,000.00. An appropriation request from 2015 Bond Proceeds to City Capital Improvements - Equestrian C.I.P. – Construction Costs (Account No. 120-713-5205) will be made at the time of project award.

Recommendation:

1) Staff recommends that the City Council approve the plans and specifications and authorize the solicitation of public bids.

Exhibits:

- A. Notice Inviting Bids
- B. Engineer's Estimate
- C. Section A – Pages A-1 through A-8
- D. Reduced Set of Project Plans

AG/RR/PV:ev

EXHIBIT A

Notice Inviting Bids

[Attached]

FOR PUBLICATION

NOTICE INVITING BIDS FOR:

**CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-028-B**

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **April 11, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class C-33, Painting Contractor** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

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

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

(Continued)

The Scope of Work is as follows: Required labor, materials, equipment, and protection measures for the recommended preparations and painting operations of all super structure steel members, supporting steel members, accessories and pre-finished panels.

Plans and Specifications are available for inspection at City of Industry City Hall located at 15625 E. Stafford Street, City of Industry, California 91744. City Hall Hours are: Monday-Thursday, 8:00 a.m. to 5:00 p.m. with alternate Fridays from 8:00 a.m. to 4:00 p.m. City Hall is closed every other Friday, please refer to the City Calendar at www.cityofindustry.org for specific dates.

A pre-bid meeting will be conducted by the Portfolio Manager at the job site on **Thursday, March 22, 2018 at 10:00 A.M.** Attendees will meet at City of Industry Expo Center at 16200 Temple Avenue, City of Industry, CA 91744 "Grand Arena Facility". All bidders are required to attend; it is mandatory to attend the job walk.

Online Questions and Answers will be due via the City of Industry PlanetBids™ vendor portal on **Thursday, March 29, 2018 at 11:00 A.M.**

**CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-028-B**

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

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

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

By the order of the **CITY OF INDUSTRY** dated **March 8, 2018**

Diane M. Schlichting - City Clerk

EXHIBIT B

Engineer's Estimate

[Attached]

ESTIMATE FOR:

CITY OF INDUSTRY

PROJECT NO. CIP-IH-18-028-B

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

**ENGINEER'S ESTIMATE
\$1,100,000.00**

EXHIBIT C

Section A – Pages A-1 through A-8

[Attached]

SECTION A

**CITY OF INDUSTRY
PROJECT NO. CIP-IH-18-028-B**

INDUSTRY HILLS GRAND ARENA PAINTING

AGREEMENT NO. DS-18-040-B

The **CITY OF INDUSTRY**, hereinafter referred to as the **CITY**, will receive bids for the construction of the above project until **10:00 A.M.** on **April 11, 2018**, via the City of Industry's PlanetBids™ vendor portal. Bids are to be submitted through <http://www.cityofindustry.org/?p=proposal-and-bid>.

Postmarks, mailed, emailed, or hard copy bids will not be accepted. Late bids will not be accepted.

It is the responsibility of the bidder to be sure the bid is submitted prior to the date and time indicated above. Free digital versions of the plans and specifications are available on the vendor portal. Hard copies are no longer available for purchase.

At the time of submission of the bid and thereafter, each bidder must be licensed as a **Class C-33, Painting Contractor** as defined in Sections 7055-7058 of the Business and Professions Code. Each bidder shall set forth on the Bidder's Information Sheet and the Contractor's License Affidavit the classification and number of the requisite license which that bidder holds.

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

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

The Scope of Work is as follows: Required labor, materials, equipment, and protection measures for the recommended preparations and painting operations of all super structure steel members, supporting steel members, accessories and pre-finished panels.

Plans and Specifications are available for inspection at the City Administrative Office located at 15625 E. Stafford Street, Suite 100, City of Industry, California 91744. Monday-Thursday, 8:00 a.m. to 5:00 p.m. with alternate Fridays from 8:00 a.m. to 4:00 p.m. City Hall is closed every other Friday, please refer to the City Calendar at www.cityofindustry.org for specific dates.

A pre-bid meeting will be conducted by the Portfolio Manager at the job site on **Thursday, March 22, 2018 at 10:00 A.M.** Attendees will meet at City of Industry Expo Center at 16200 Temple Avenue, City of Industry, CA 91744 "Grand Arena Facility". All bidders are required to attend; it is mandatory to attend the job walk.

Online Questions and Answers will be due via the City of Industry PlanetBids™ vendor portal on **Thursday, March 29, 2018 at 11:00 A.M.**

The bid shall be accompanied by a bid guarantee in the form of a Cashier's Check or Bidder's Bond for not less than ten percent (10%) of the total amount of the bid, payable to the **CITY OF INDUSTRY**. The bid guarantee is to insure that the bidder, if awarded the work, will enter into a contract with the CITY. Failure of a contractor to enter into a contract within ten (10) days following award will cause the bid guarantee to be forfeited. If the bid guarantee is a Cashier's Check it must be delivered to City Hall prior to the bid opening date and time. The Cashier's Check shall be sealed in an envelope, endorsed as follows: DS-18-040-B - INDUSTRY HILLS GRAND ARENA PAINTING, City of Industry City Hall, 15625 E. Stafford Street, City of Industry, California 91744. If a bid bond is chosen, a scanned PDF will be accepted through PlanetBids™, however, the three apparent low bidders will be contacted to submit the original bid bond to the City and will be given a deadline to submit.

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

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

CONTRACTOR

INSURANCE

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

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

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of City, and prior to commencement of the Project, Contractor 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. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$5,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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

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

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

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

A Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The Policy must include: (1) coverage for any ensuing loss from faulty workmanship,

nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements:

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

Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the 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 or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Contractor 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, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella 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 Contractor'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. Contractor 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 Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor 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 Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

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

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

Additional Insurance. Contractor 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.

EXPERIENCE AND SAFETY

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

PREVAILING WAGES

- A. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 ", for Los Angeles County. Wage rates shall conform to those on file at City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - (i) Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
 - (ii) Section 1777.4, Apprenticeship Requirements.
 - (iii) Section 1777.5, Apprenticeship Requirements.
 - (iv) Section 1813, Penalty for Failure to Pay Overtime.
 - (v) Section 1810 and 1811, Working Hour Restrictions.
 - (vi) Section 1775, Payroll Records.
 - (vii) Section 1773.8, Travel and Subsistence Pay.

CONTRACTOR REGISTRATION PROGRAM

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

LABOR COMPLIANCE MONITORING AND ENFORCEMENT

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

AGREEMENT

When the award of a contract is made to a corporation, the Agreement must be signed by the Secretary/Treasurer of the corporation in addition to the signature of the President/Vice President, or the public agency needs to receive a copy of a resolution adopted by the Board of Directors of the corporation indicating that the party executing the contract has the authority to bind the corporation.

SURETY BONDS

All surety bonds issued in connection with projects for public works must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. The power of attorney and the bonds must be executed by the same person, and such signatures shall be notarized.

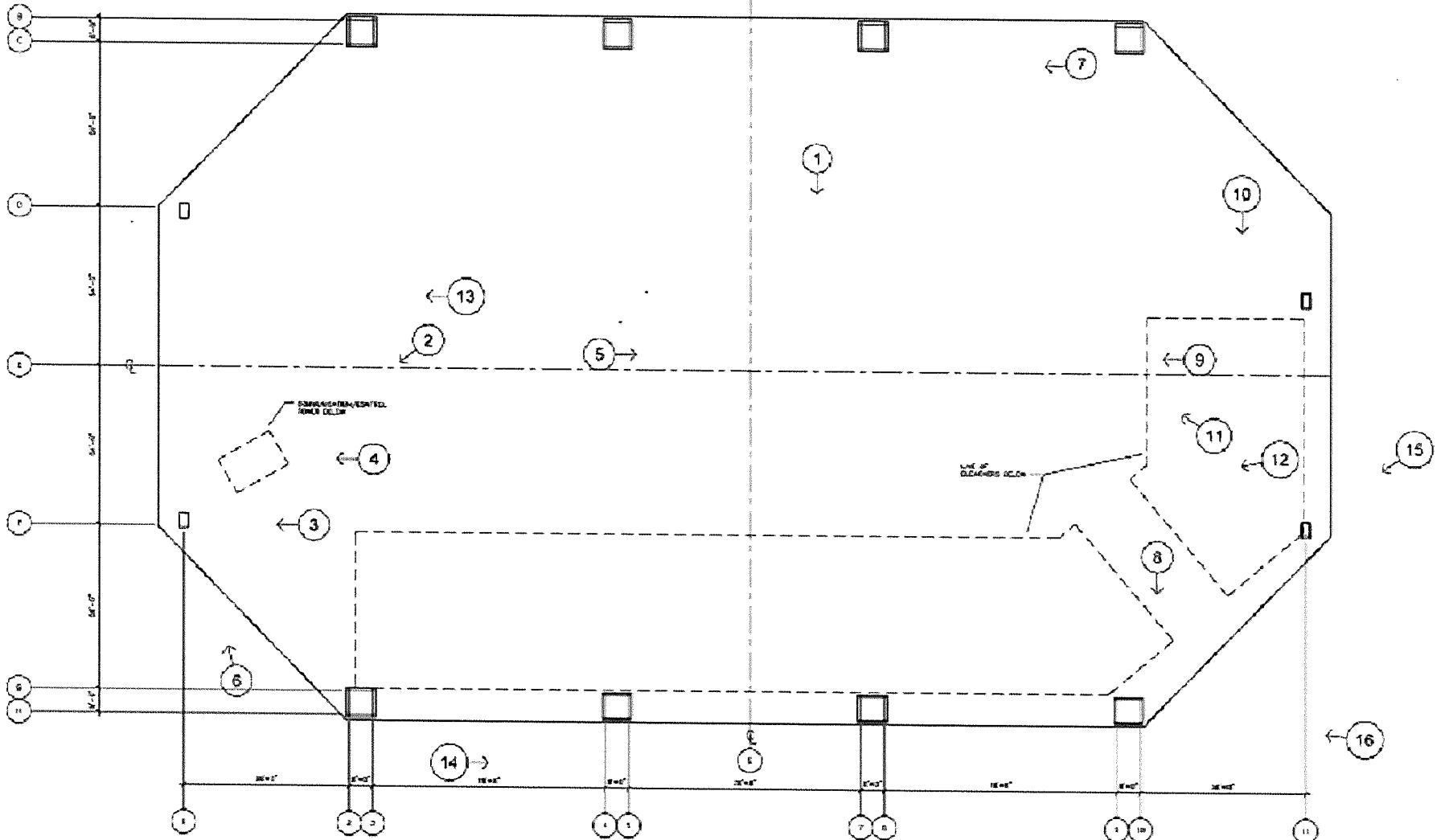
By the order of the **CITY OF INDUSTRY** dated **March 8, 2018**.

Diane M. Schlichting - City Clerk

EXHIBIT D

Reduced Set of Project Plans

[Attached]



REFLECTED CEILING PLAN
 (PHOTOGRAPH KEY PLAN - GRAND ARENA SUPERSTRUCTURE REPAIRING)

CITY OF INDUSTRY

INDUSTRY HILLS GRAND ARENA

PHOTOGRAPH KEY PLAN



Know what's below.
 Call before you dig.

DATE	PROJECT NO.	SCALE

DESIGNED BY	
CHECKED BY	
DATE	



CITY OF INDUSTRY

INDUSTRY HILLS GRAND ARENA
 ADDRESS: 10000 N. 10TH ST., INDUSTRY HILLS, CA 91702
 TEL: 951-882-7000



CORDOBA CORPORATION
 10010 N. 10TH ST., INDUSTRY HILLS, CA 91702
 TEL: 951-882-7000

PROJECT NO.	SCALE: 3/4"=1'-0"	DRAWING NO. A-XX	SHEET X OF XX

CITY COUNCIL


ITEM NO. 6.8



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Alex Gonzalez, Director of Development Services and Administration 
Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Sonia Babian, Portfolio Manager, Cordoba Corporation

DATE: March 8, 2018

SUBJECT: Presentation, discussion, and direction regarding the conceptual design for the Avalon Room at Industry Hills Expo Center

Background:

On May 27, 2016, the Industry Hills Expo Center Improvement Plan ("Plan") was developed by CNC Engineering. This Plan included proposed rough conceptual improvements to facilities at the Expo Center including the Avalon Room, which was undersized for events and required use of an uncovered patio area to accommodate the events they had. Also, the toilet facilities did not meet current code. However, the projects did not move forward into design. In early 2017, staff started reviewing the proposed improvements to identify which projects could move forward into design. During the evaluation, it was determined that the Avalon Room should be made a priority project to address immediate needs of the facility including non-compliant restroom facilities, subsiding floor areas, and other improvements. Subsequently, from October 2017 to January 2018 the design was advanced to the 15% schematic design level to establish a baseline scope of the project.

The purpose of this report is to present the 15% schematic design of the Avalon Room project at the Industry Hills Expo Center for City Council input prior to advancement to 100% design and initiation of construction procurement. The renovation includes modifications to the main event room, additional bar storage and supply rooms, installation of additional ADA accessible restrooms to meet code requirements, larger event/bridal suite, structural modifications to address settlement concerns, and a new exterior patio cover with new light fixtures.

The main event room improvements consist of entry modifications, removal and replacement of carpet and base, modifications to door hardware, removal and relocation of fire alarm pull stations to accessible location, removal and replacement of all light fixtures, upgraded audio/visual system, and removal and replacement of the bar.

The heating, ventilation, and air conditioning (“HVAC”) system is beyond its useful life and it is recommended to be replaced in its entirety. A sewer line analysis of the existing sewer line encased under the foundation was also performed and showed the sewer line requires replacement. The HVAC system and sewer line will be included in the final construction bid package.

Discussion:

Staff presented multiple conceptual design options to the Industry Hills Expo Center staff at meetings held on September 19, 2017, November 28, 2017 and December 19, 2017. A total of three (3) options were presented during the Schematic Design Phase. The 15% design was completed with attached Exhibit A as the preferred option selected by Industry Hills Expo Center staff. The option chosen addresses all functionality, safety and accessibility concerns. The final design and specifications will be brought forward to City Council for approval. The project will then be posted on PlanetBids™ in September of 2018.

Fiscal Impact:

The adopted Fiscal Year 17-18 combined budget for the Avalon Room and Patio Café is \$610,000.00, of which 63% was allocated for Avalon Room. This was an initial estimate based on initial conceptual designs that did not include analysis of all building systems, ADA access, or Expo staff input. An appropriation request from the 2015 Bond Proceeds to City Capital Improvements – Equestrian C.I.P. – Construction Costs (Account No. 120-713-5205) will be requested at the time of project award.

The current Schematic Design estimate is \$1,429,591.00. If approved, a construction bid package will be released in September of 2018, and budget authorization will be requested at the time of construction award.

Recommendation:

- 1) City staff recommends that the City Council approve the 15% Schematic Design as presented; and
- 2) Authorize City staff to proceed with 100% design of the project; and
- 3) City staff shall return to City Council for review of 100% design to adopt plans and specifications, and to request authorization to solicit bids.

Exhibits:

- A. Avalon Room Schematic Design Presentation
- B. Schematic Design Drawings

EXHIBIT A

Avalon Room Schematic Design Presentation

[Attached]



Schematic Design

Avalon Room

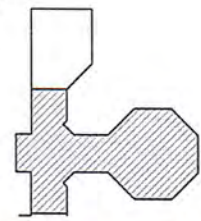
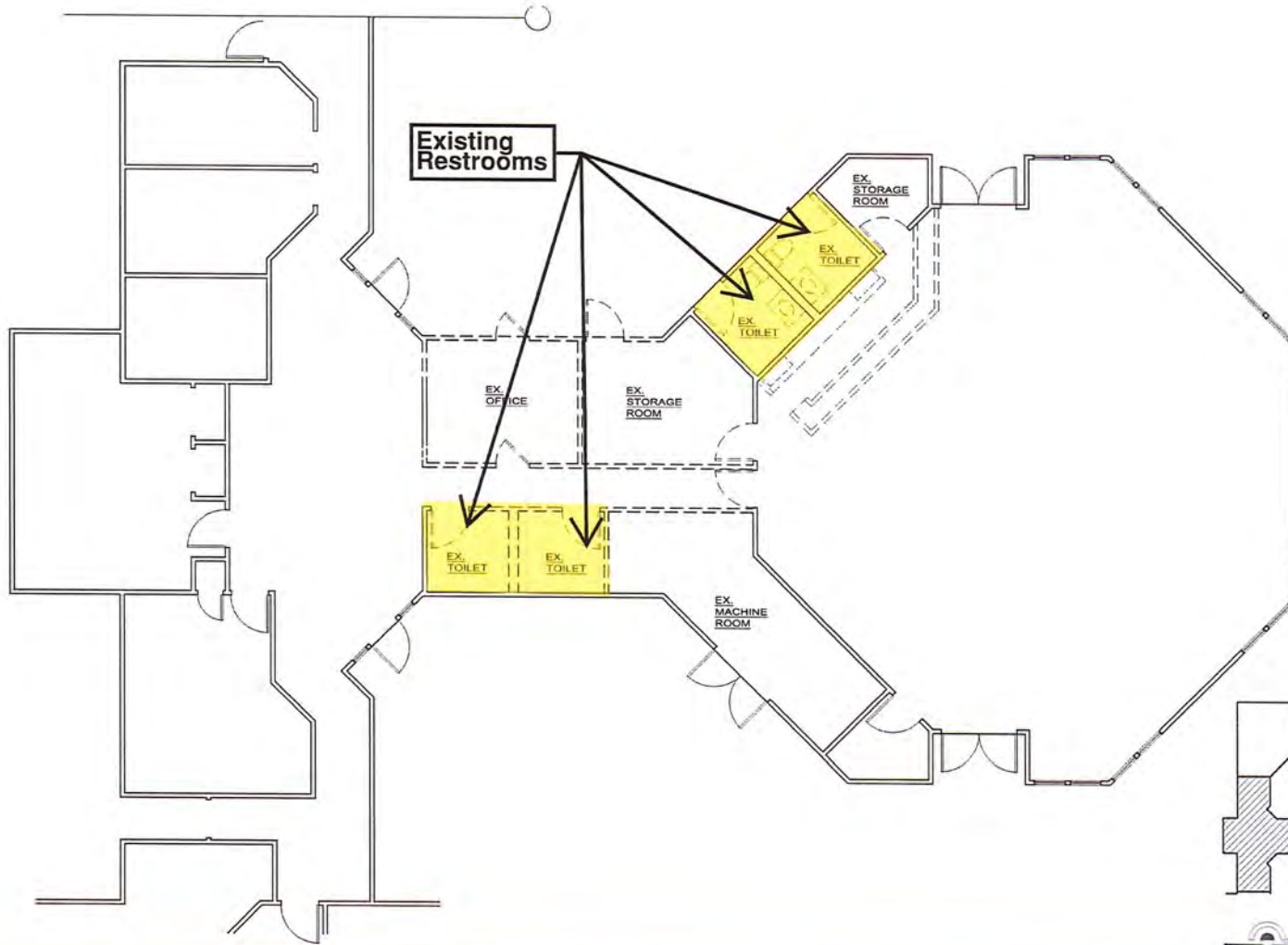


Schematic Design Process

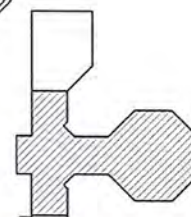
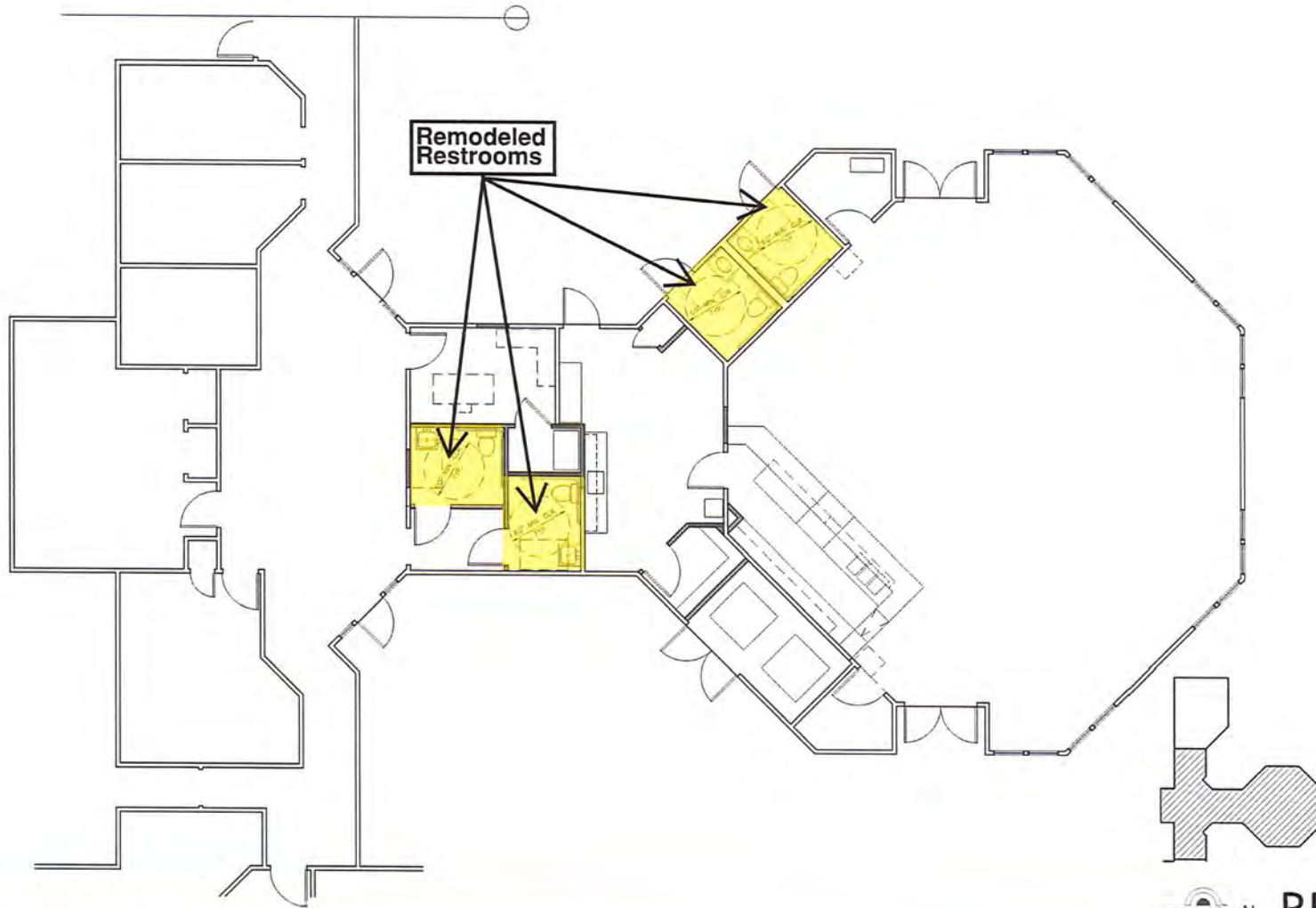
- Meetings held with Industry Hills Expo Center staff
- Reviewed all functionality requirements, safety and code requirements
- Initial design options were presented to Industry Hills Expo Center staff

Next Design Process

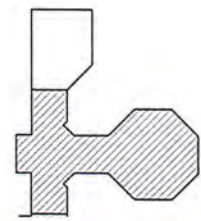
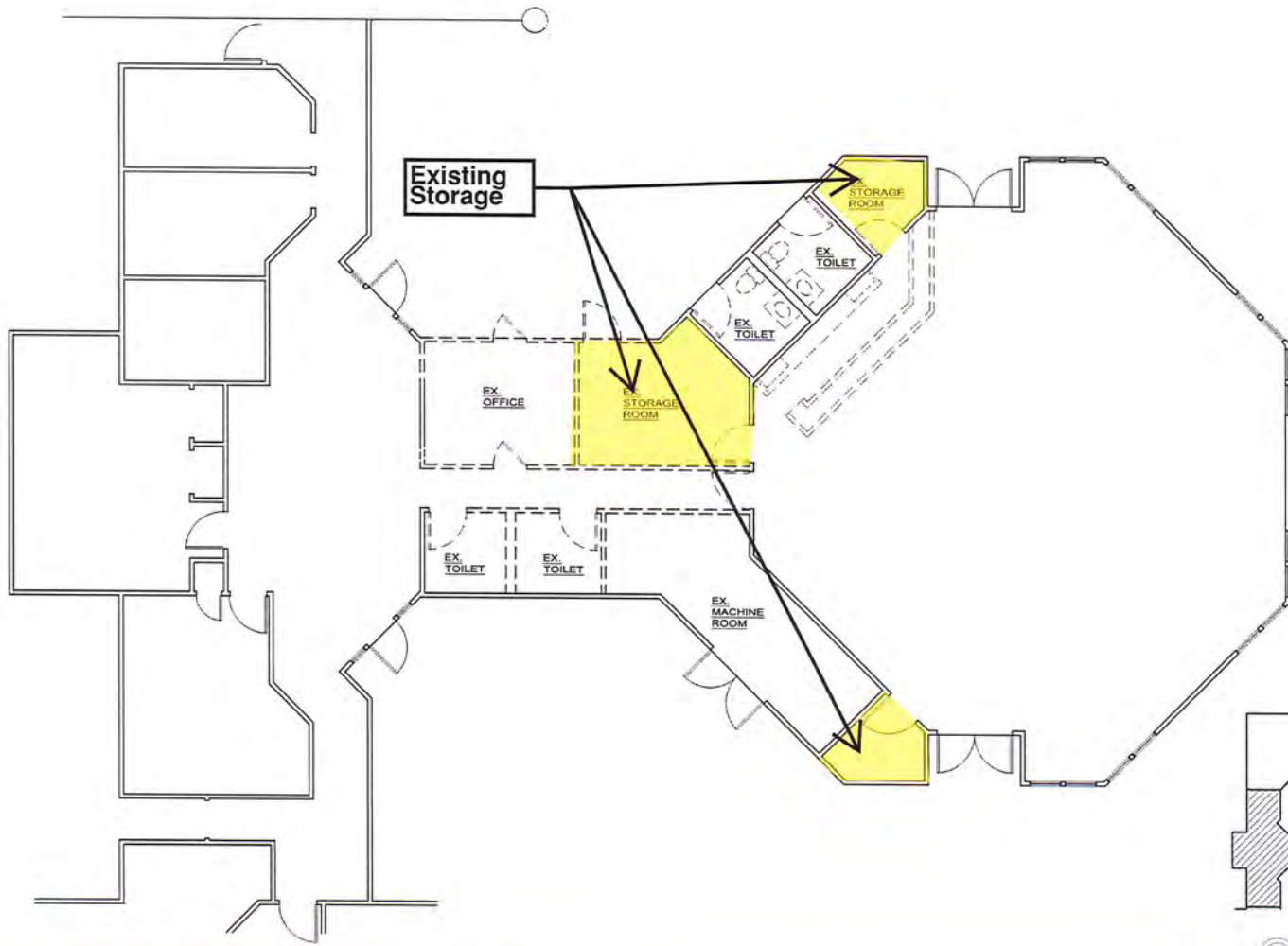
- Proceed to 100% Design
- Review design progress with Industry Hills Expo Center staff at 50% and 90%
- Receive CRIA and City Council approval for 100% Design
- Request Authorization to Bid from City Council
- If Authorization to Bid is approved, post on PlanetBids™



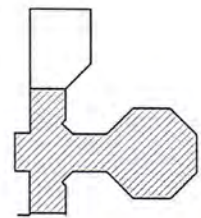
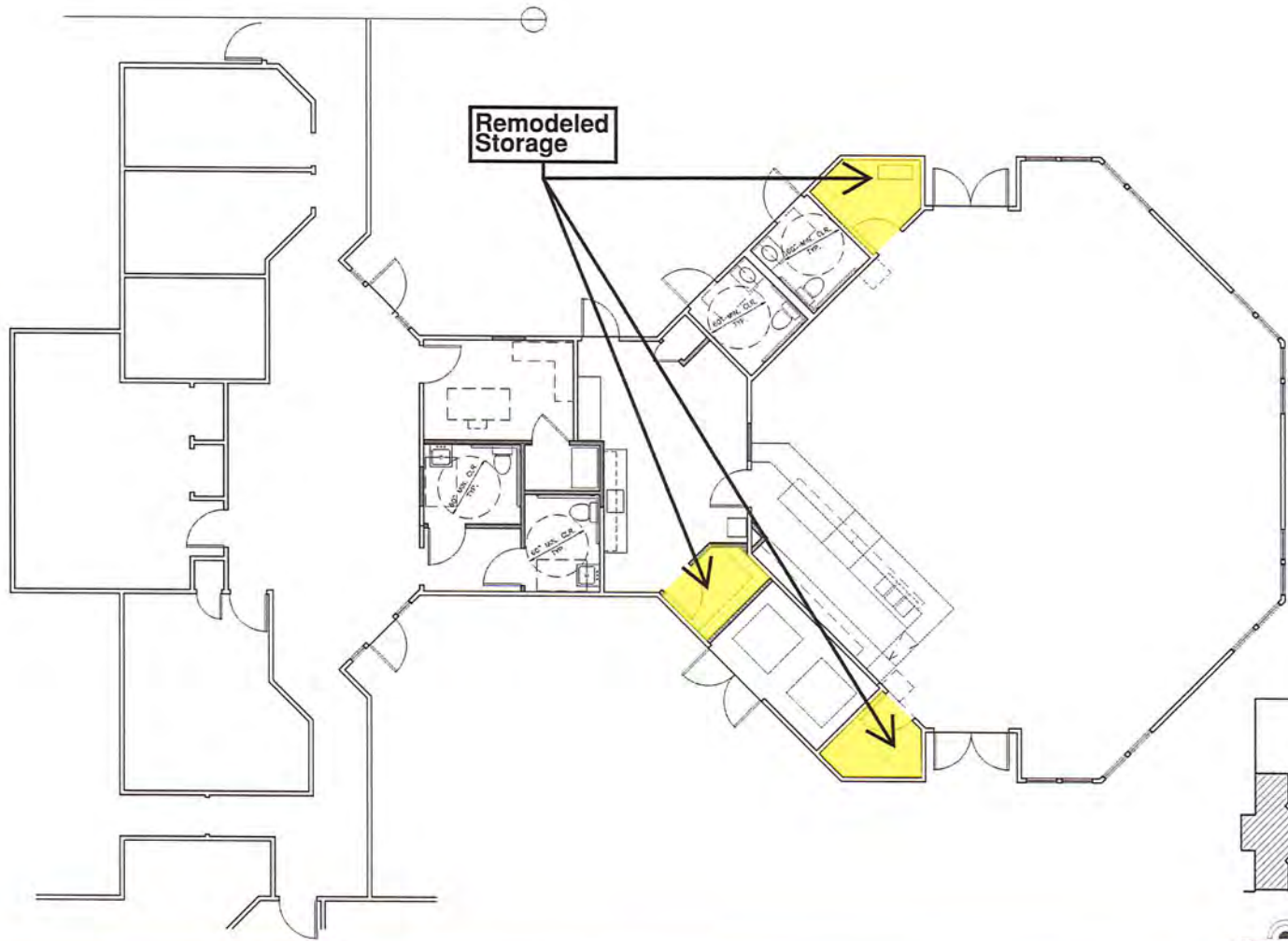
DEMOLITION



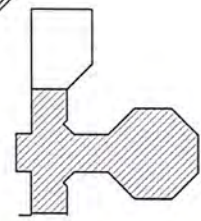
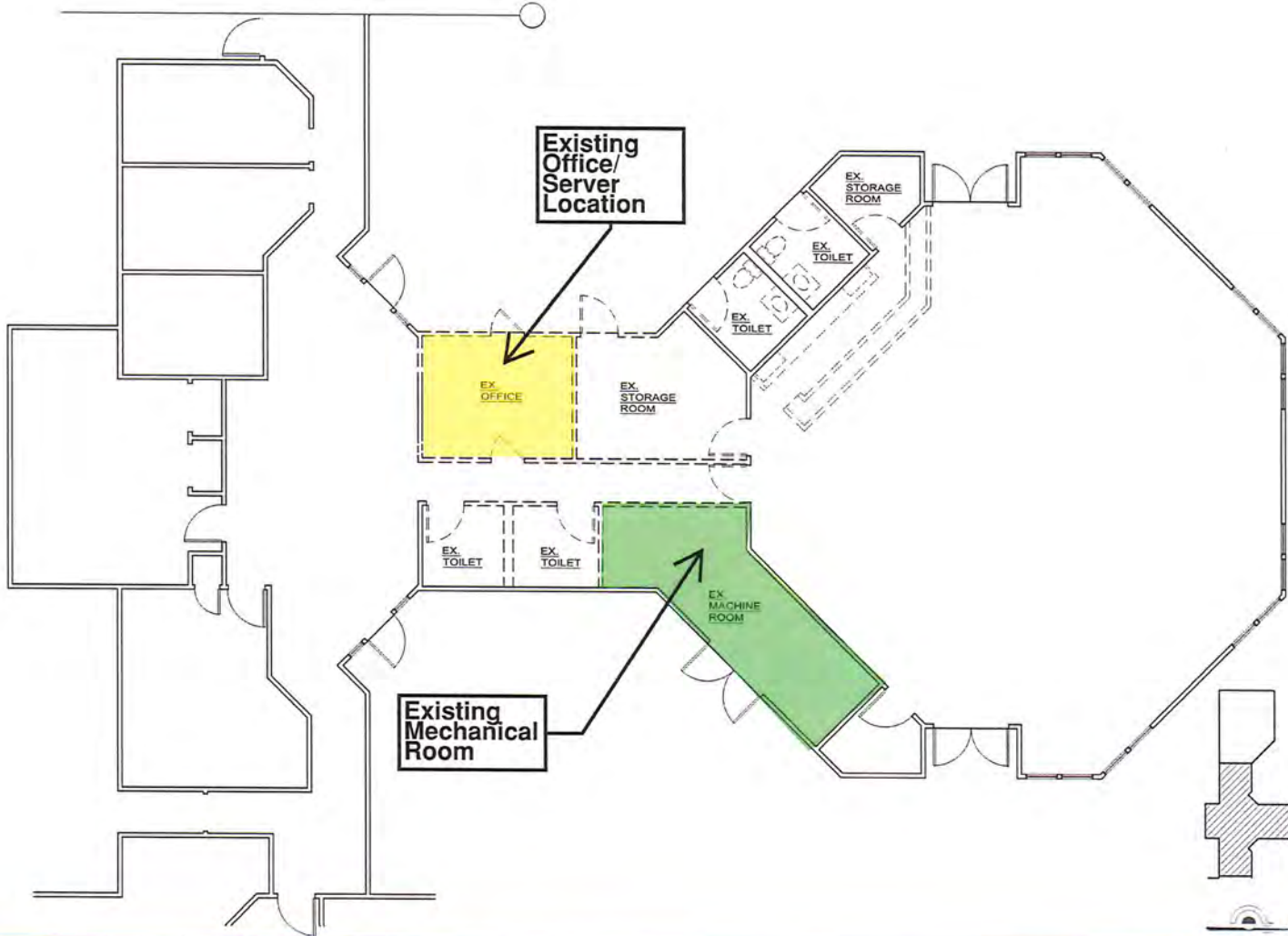
REVISED PLAN



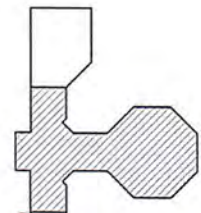
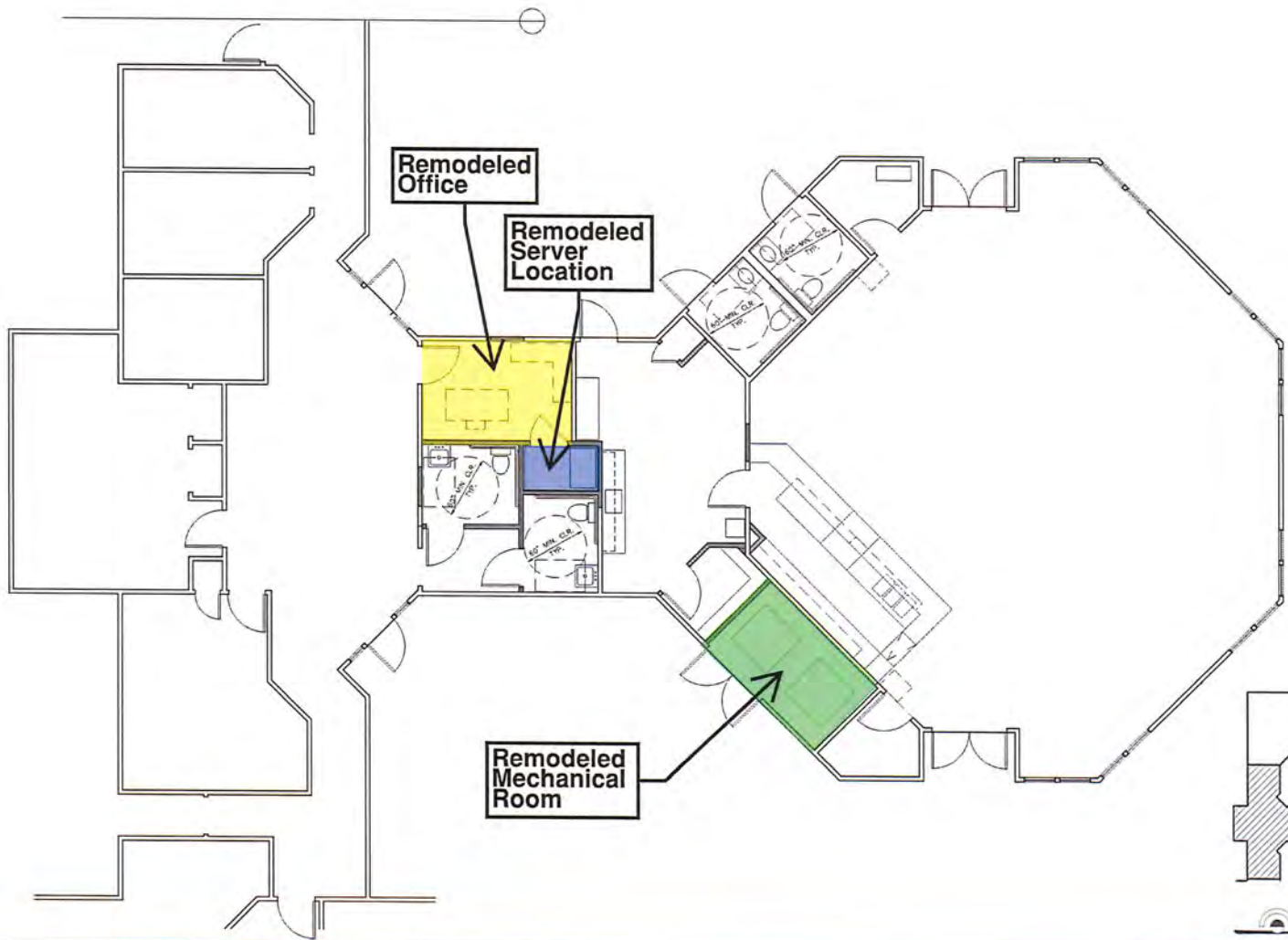
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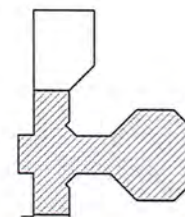
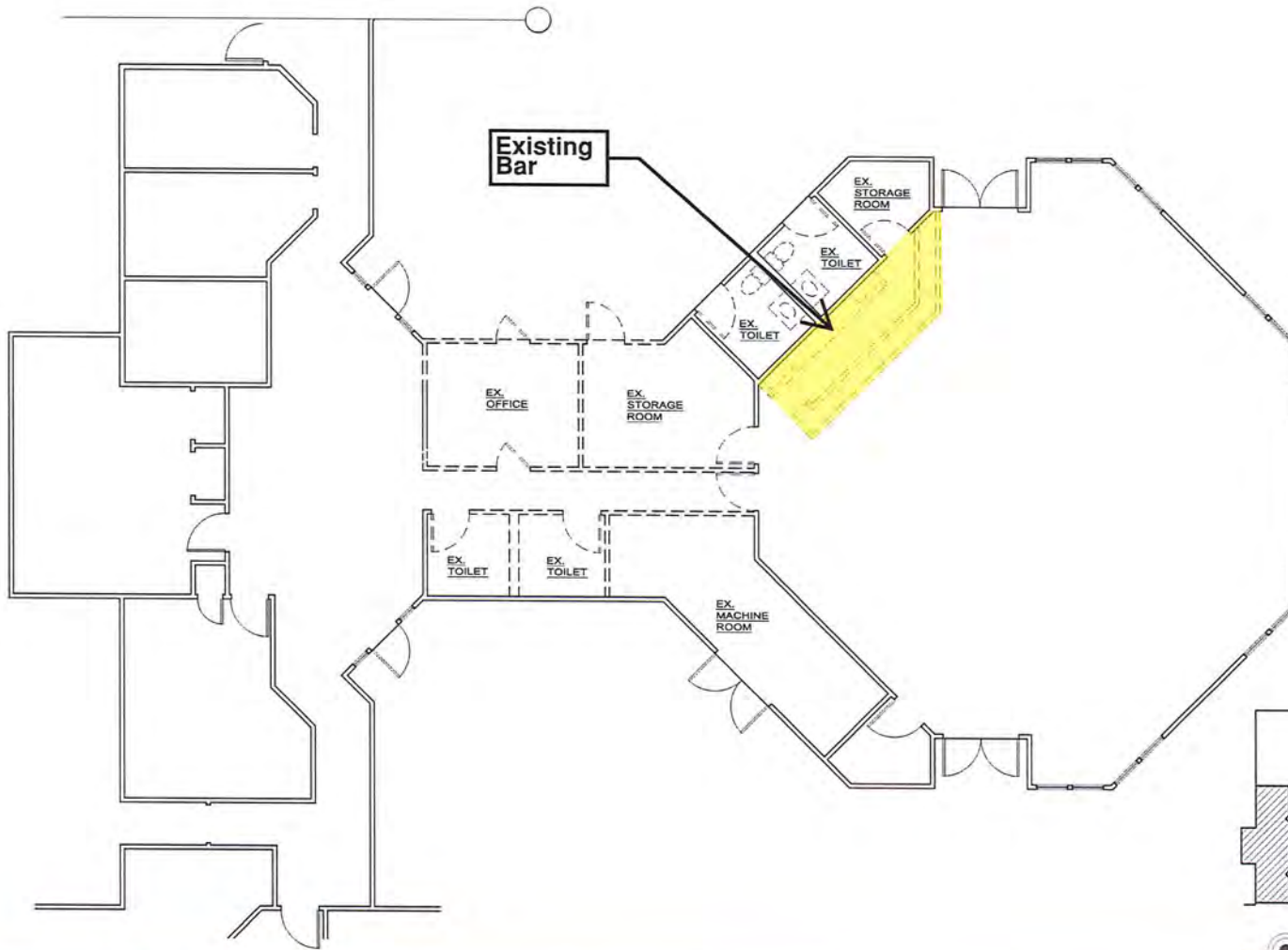
REVISIED PLAN



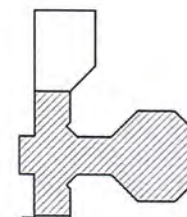
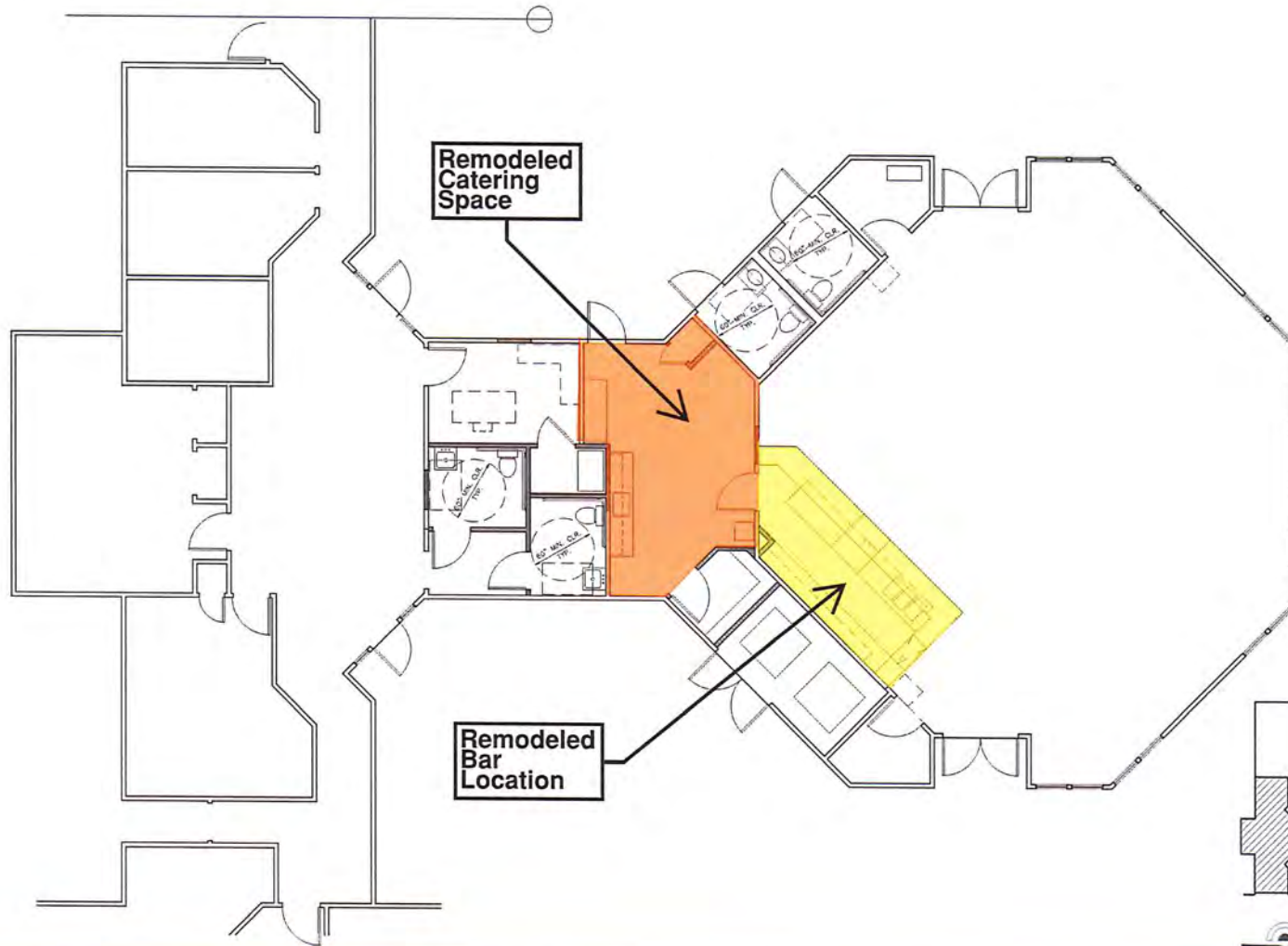
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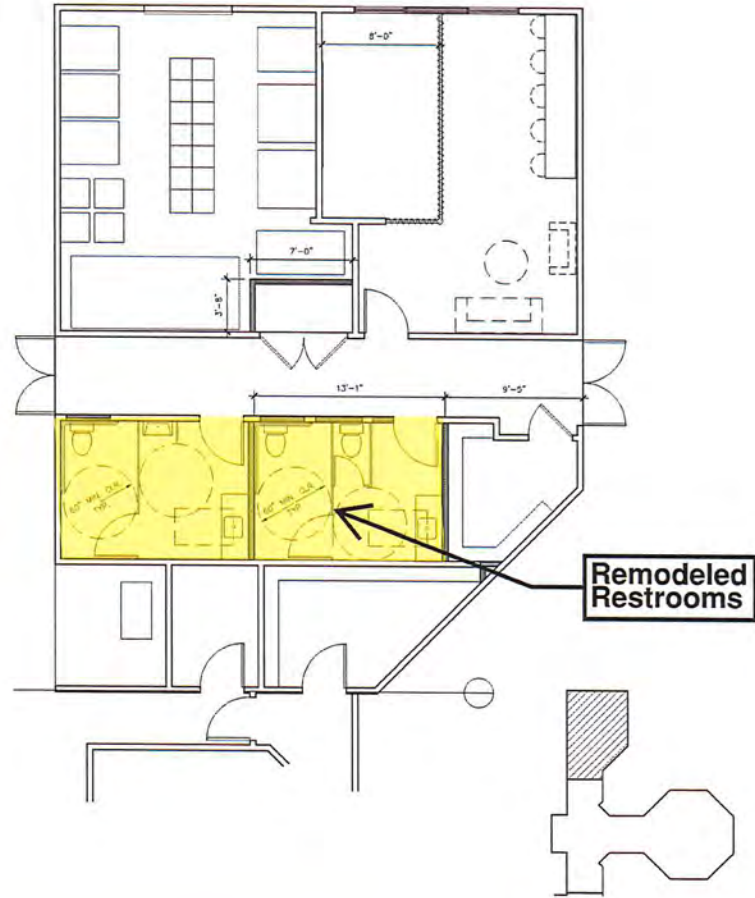
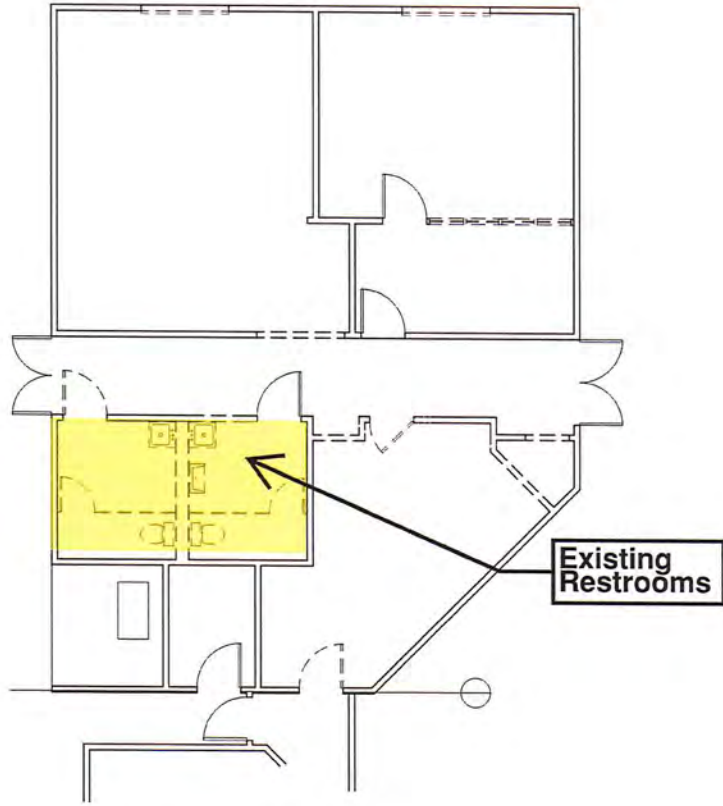
REVISED PLAN



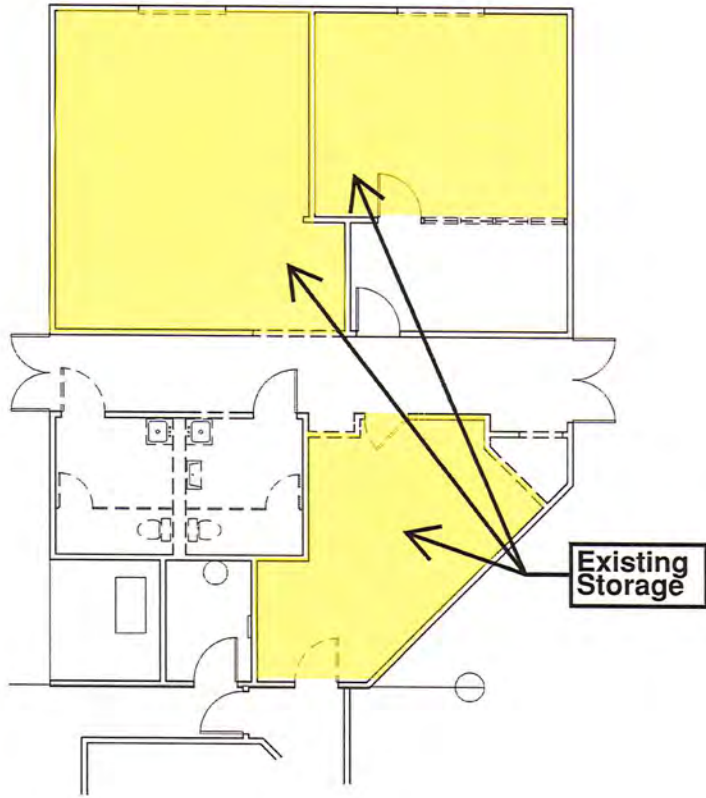
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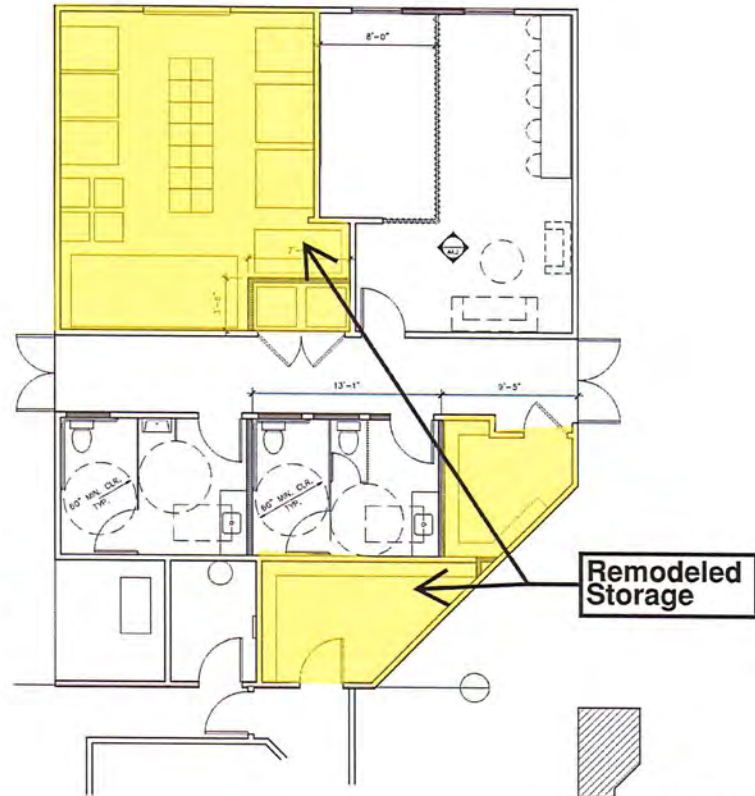
REVISED PLAN



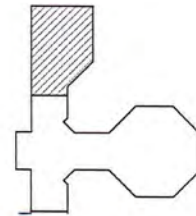
WEST PORTION
DEMO/RENO



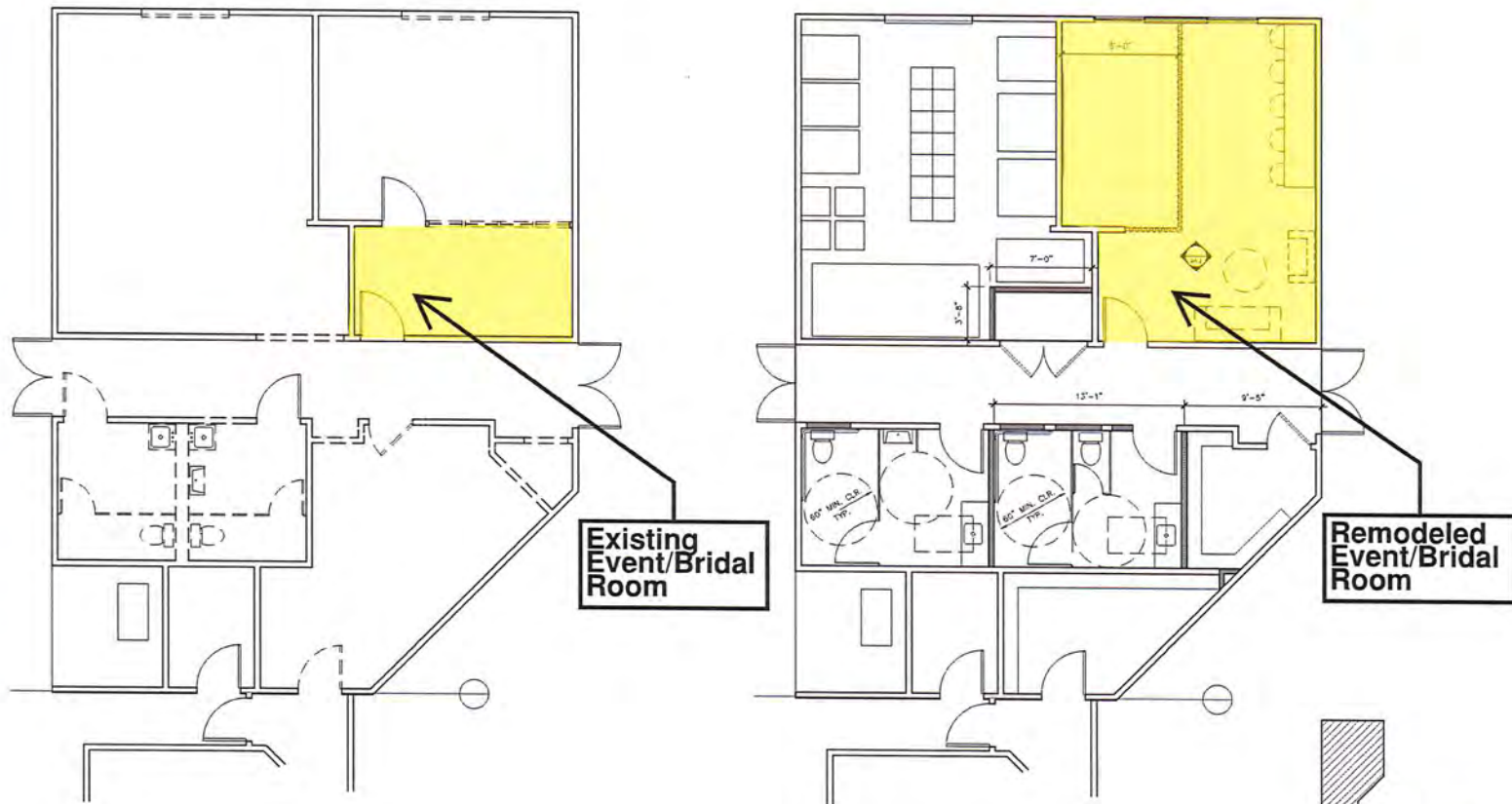
Existing Storage



Remodeled Storage

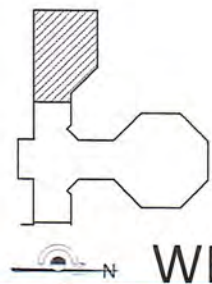


**WEST PORTION
DEMO/RENO**

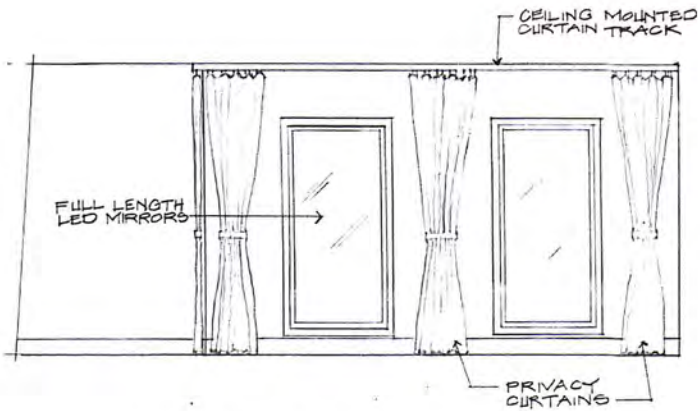


**Existing
Event/Bridal
Room**

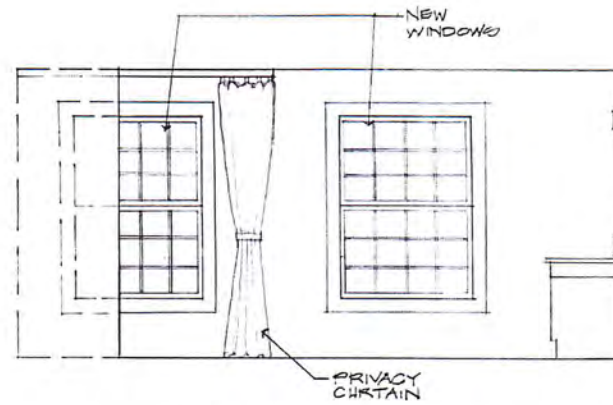
**Remodeled
Event/Bridal
Room**



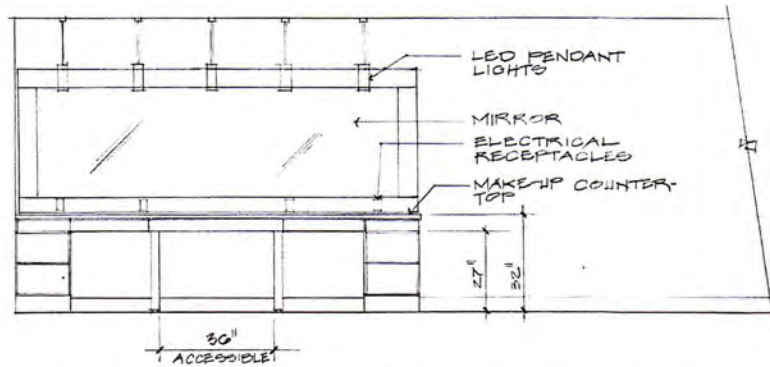
**WEST PORTION
DEMO/RENO**



(B) SOUTH ELEVATION
SCALE: 1/2" = 1'-0"

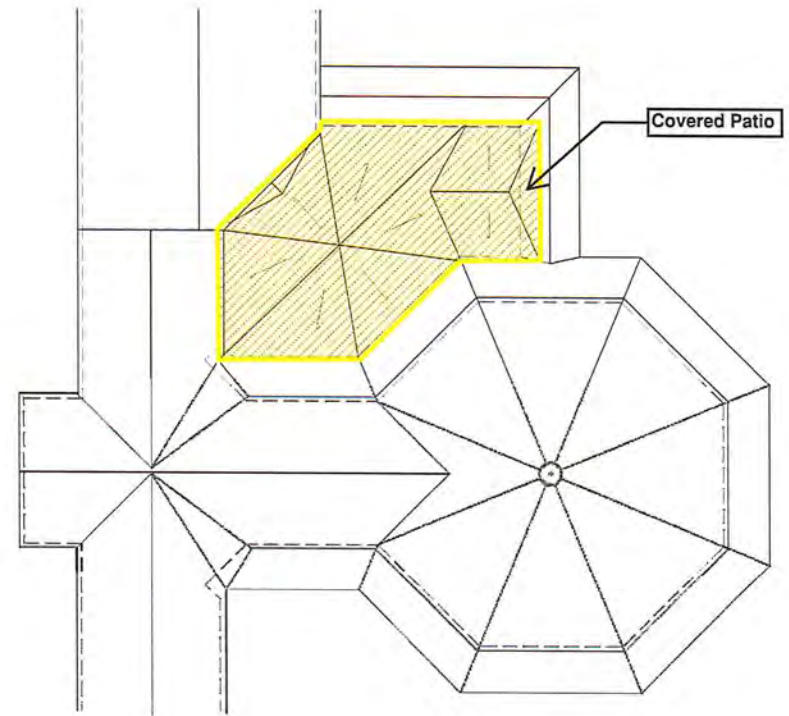
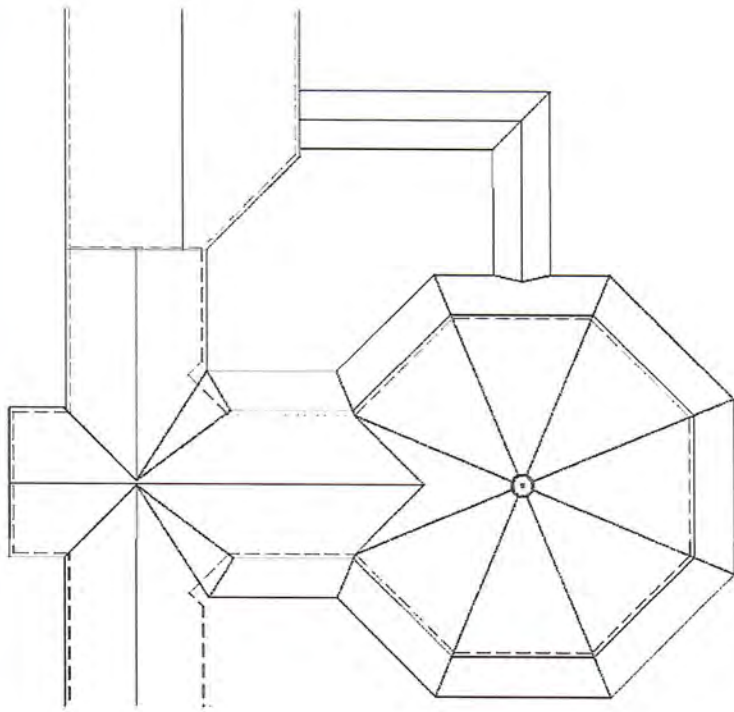



(C) WEST ELEVATION
SCALE: 1/2" = 1'-0"

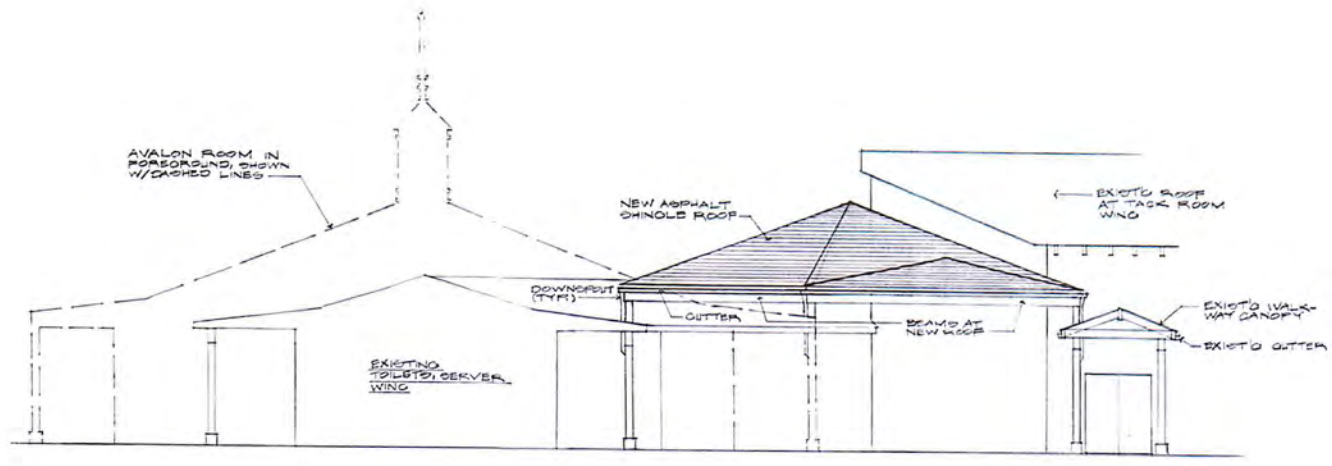


(A) NORTH ELEVATION
SCALE: 1/2" = 1'-0"

ELEVATIONS

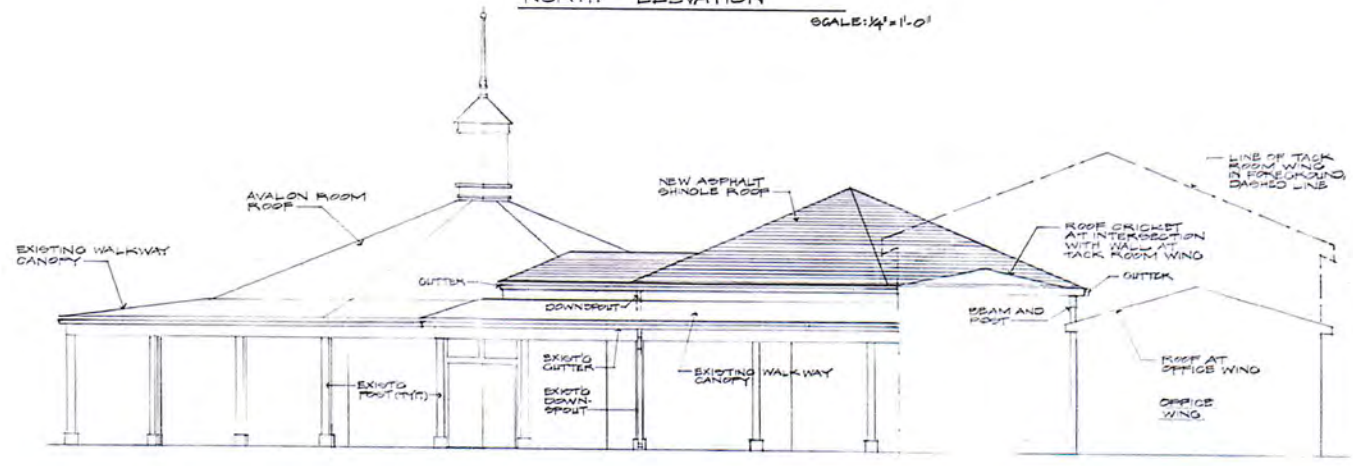


 ROOF PLANS
DEMO/RENO



NORTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATIONS

Activity	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	
15% Schematic Design	█																							
Complete 100% Design					█																			
Approval & Auth. to Bid												█												
Bid and Award													█											
Construction																█								



SCHEDULE

EXHIBIT B

Schematic Design Drawings

[Attached]

CITY OF INDUSTRY AVALON ROOM IMPROVEMENTS PROJECT

INDUSTRY HILLS EXPO CENTER
16200 TEMPLE AVENUE
CITY OF INDUSTRY, CA 91744

SHEET INDEX

- A0.1 GENERAL INFORMATION
- A2.1 EXISTING AND DEMOLITION FLOOR PLAN
- A2.2 REVISED AVALON ROOM
- A2.3 EXISTING, DEMOLITION AND REVISED (EVENT ROOM & TOILETS)
- A2.4 EXISTING ROOF PLAN
- A2.5 REVISED ROOF PLAN
- A2.6 EXISTING REFLECTED CEILING PLAN
- A2.7 REVISED REFLECTED CEILING PLAN (AVALON ROOM)
- A2.8 EVENT ROOM/STORAGE AREA REFLECTED CEILING PLAN
- A3.1 ROOF ELEVATIONS
- A4.1 BAR ELEVATIONS
- A4.2 EVENT ROOM - INTERIOR ELEVATIONS
- AC1.1 SHELVING MANUFACTURER'S LITERATURE

CITY OF INDUSTRY			
APPROVED BY: _____ DATE: _____			
RECEIVED BY: _____	CITY ENGINEER: _____	DATE: _____	SCALE: _____
AVALON ROOM IMPROVEMENTS PROJECT			
GENERAL INFORMATION			
PROJECT NO.: CIP-EXPO-18-017-B	SCALE: N/A	DRAWING NO. A0.1	SHEET 1 OF 13

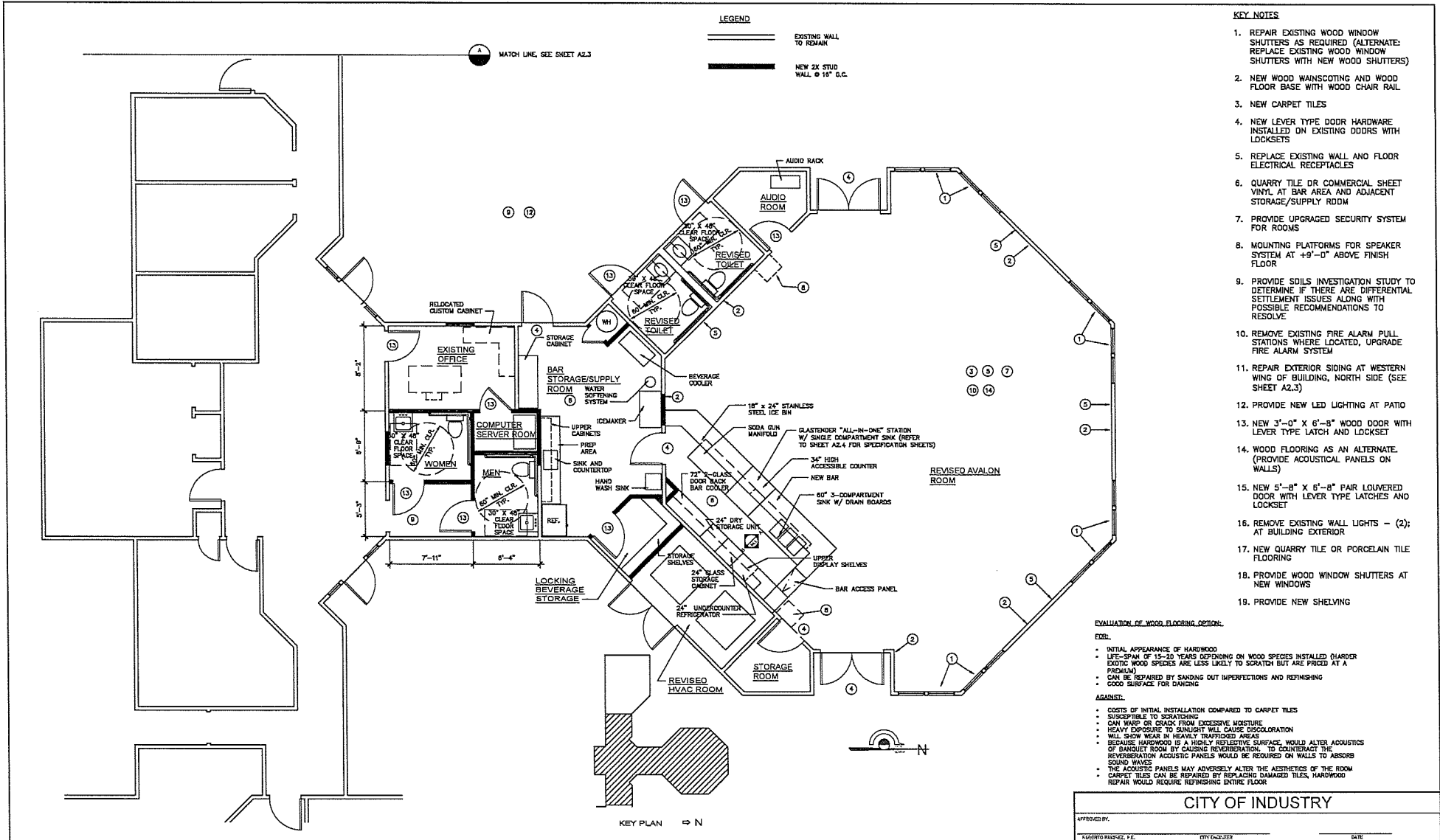
NO.	DATE	REVISIONS	CHK BY	DESIGNED BY
				N/A
				DRAWN BY: N/A
				CHECKED BY: N/A
				IN CHARGE: _____
				DATE: 01.17.2018



CITY OF INDUSTRY

INCORPORATED JUNE 16, 1987
P.O. Box 8208, City of Industry, California 91744
Administrative Offices: 15000 E. Redwood Street
(909) 853-5211





LEGEND

- EXISTING WALL TO REMAIN
- NEW 2X STUD WALL @ 15' O.C.

KEY NOTES

1. REPAIR EXISTING WOOD WINDOW SHUTTERS AS REQUIRED (ALTERNATE: REPLACE EXISTING WOOD WINDOW SHUTTERS WITH NEW WOOD SHUTTERS)
2. NEW WOOD WANSCOTING AND WOOD FLOOR BASE WITH WOOD CHAIR RAIL
3. NEW CARPET TILES
4. NEW LEVER TYPE DOOR HARDWARE INSTALLED ON EXISTING DDORS WITH LOCKSETS
5. REPLACE EXISTING WALL AND FLOOR ELECTRICAL RECEPTACLES
6. QUARRY TILE DR COMMERCIAL SHEET VINYL AT BAR AREA AND ADJACENT STORAGE/SUPPLY ROOM
7. PROVIDE UPGRADED SECURITY SYSTEM FOR ROOMS
8. MOUNTING PLATFORMS FOR SPEAKER SYSTEM AT +9'-0" ABOVE FINISH FLOOR
9. PROVIDE SOILS INVESTIGATION STUDY TO DETERMINE IF THERE ARE DIFFERENTIAL SETTLEMENT ISSUES ALONG WITH POSSIBLE RECOMMENDATIONS TO RESOLVE
10. REMOVE EXISTING FIRE ALARM PULL STATIONS WHERE LOCATED, UPGRADE FIRE ALARM SYSTEM
11. REPAIR EXTERIOR SIDING AT WESTERN WING OF BUILDING, NORTH SIDE (SEE SHEET A2.3)
12. PROVIDE NEW LED LIGHTING AT PATIO
13. NEW 3'-0" X 6'-8" WOOD DOOR WITH LEVER TYPE LATCH AND LOCKSET
14. WOOD FLOORING AS AN ALTERNATE. (PROVIDE ACOUSTICAL PANELS ON WALLS)
15. NEW 5'-8" X 6'-8" PAIR LOUVERED DOOR WITH LEVER TYPE LATCHES AND LOCKSET
16. REMOVE EXISTING WALL LIGHTS - (2); AT BUILDING EXTERIOR
17. NEW QUARRY TILE OR PORCELAIN TILE FLOORING
18. PROVIDE WOOD WINDOW SHUTTERS AT NEW WINDOWS
19. PROVIDE NEW SHELVING

EVALUATION OF WOOD FLOORING OPTION:

- FDR:**
- INITIAL APPEARANCE OF HARDWOOD
 - LIFE-SPAN OF 15-20 YEARS DEPENDING ON WOOD SPECIES INSTALLED (HARDER EXOTIC WOOD SPECIES ARE LESS LIKELY TO SCRATCH BUT ARE PRICED AT A PREMIUM)
 - CAN BE REPAIRED BY SANDING OUT IMPERFECTIONS AND REFINISHING
 - GOOD SURFACE FOR DANCING
- AGANST:**
- COSTS OF INITIAL INSTALLATION COMPARED TO CARPET TILES
 - SUSCEPTIBLE TO SCRATCHING
 - CAN WARP OR CRACK FROM EXCESSIVE MOISTURE
 - HEAVY EXPOSURE TO SUNLIGHT WILL CAUSE DISCOLORATION
 - WILL SHOW WEAR IN HEAVILY TRAFFICED AREAS
 - BECAUSE HARDWOOD IS A HIGHLY REFLECTIVE SURFACE, WOULD ALTER ACOUSTICS OF BANQUET ROOM BY CAUSING REVERBERATION. TO COUNTERACT THE REVERBERATION ACOUSTIC PANELS WOULD BE REQUIRED ON WALLS TO ABSORB SOUND WAVES
 - THE ACOUSTIC PANELS MAY ADVERSELY ALTER THE AESTHETICS OF THE ROOM
 - CARPET TILES CAN BE REPAIRED BY REPLACING DAMAGED TILES, HARDWOOD REPAIR WOULD REQUIRE REFINISHING ENTIRE FLOOR

CITY OF INDUSTRY

APPROVED BY: _____ CITY ENGINEER _____ DATE _____

AVALON ROOM IMPROVEMENTS PROJECT

REVISED FLOOR PLAN

PROJECT NO: CIP-EXPO-18-017-B SCALE: 1/2" = 1'-0" DRAWING NO. A2.2 SHEET 3 OF 13

NO.	DATE	REVISIONS	CK BY	DESIGNED BY
				D. JOHNSON
				DRAWN BY: J. FANTROY
				CHECKED BY:
				IN CHARGE:
				DATE: 01.17.2018






CITY OF INDUSTRY

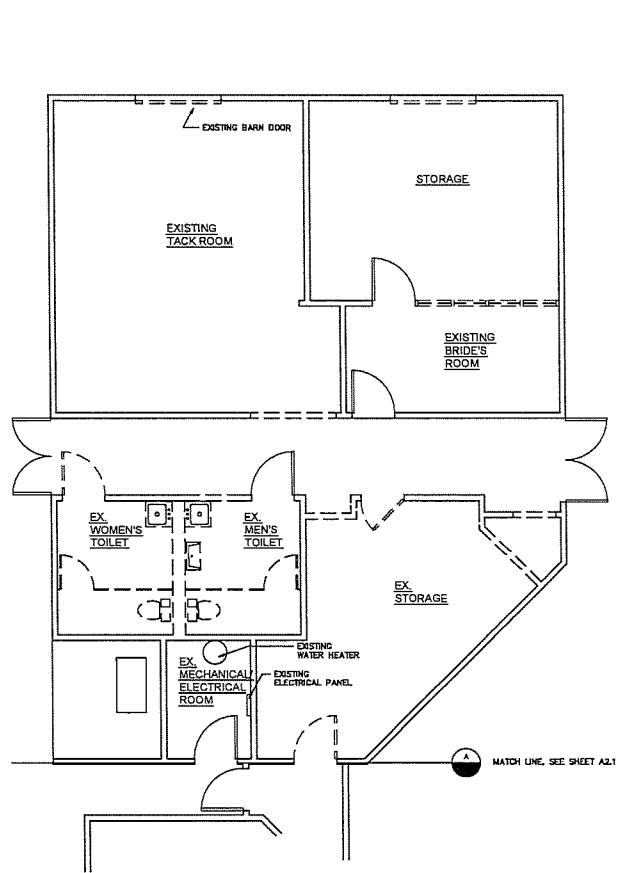
INCORPORATED JAN 16, 1977
P.O. Box 2268, City of Industry, California 91744
Administration Office - 10500 E. Bradford Street
(909) 803-2211

CORDOBA CORPORATION
9414 E. 177TH ST. SHAWNEE, OKLA. 74804
714. 626. 6126 PH - 714. 626. 2427 FAX

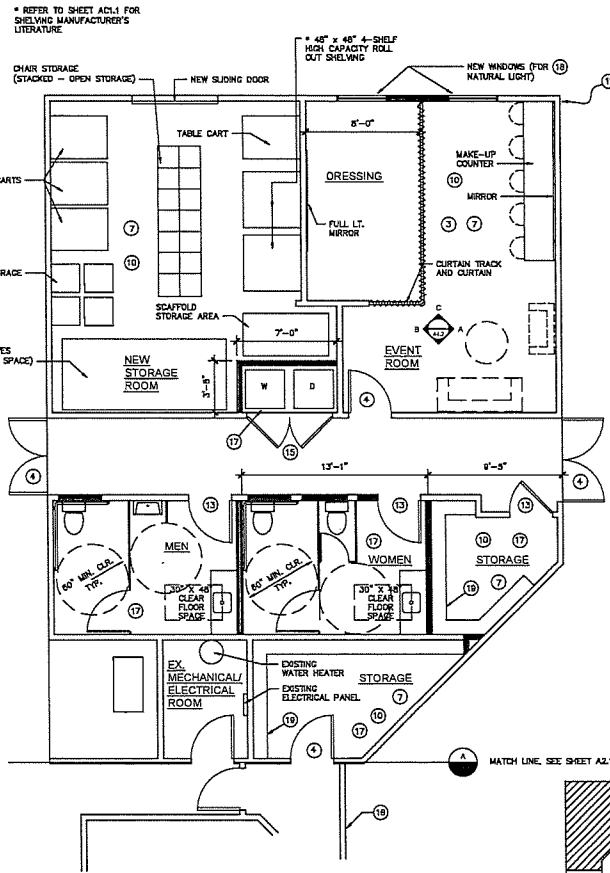
811
Know what's below.
Call before you dig.

LEGEND

-  EXISTING WALL TO REMAIN
-  REMOVE EXISTING WALL, FICTURE, ETC.
-  NEW 2X STUD WALL @ 16" O.C.



1 EXISTING AND DEMOLITION FLOOR PLAN



2 REVISED FLOOR PLAN

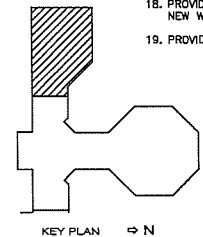
* REFER TO SHEET A2.1 FOR SHELVING MANUFACTURER'S LITERATURE

* 60"W x 138"L x 74"H SLIDING STORAGE SHELVES (3 UNITS W/ 36" AISLE SPACE)

* 48" x 48" 4-SHELF 80% CAPACITY ROLL OUT SHELVING

KEY NOTES

1. REPAIR EXISTING WOOD WINDOW SHUTTERS AS REQUIRED (ALTERNATE: REPLACE EXISTING WOOD WINDOW SHUTTERS WITH NEW WOOD SHUTTERS)
2. NEW WOOD WAINSCOTING AND WOOD FLOOR BASE WITH WOOD CHAIR RAIL
3. NEW CARPET TILES
4. NEW LEVER TYPE DOOR HARDWARE INSTALLED ON EXISTING DOORS WITH LOCKSETS
5. REPLACE EXISTING WALL AND FLOOR ELECTRICAL RECEPTACLES
6. QUARRY TILE OR COMMERCIAL SHEET VINYL AT BAR AREA AND ADJACENT STORAGE/SUPPLY ROOM
7. PROVIDE UPGRADED SECURITY SYSTEM FOR ROOMS
8. MOUNTING PLATFORMS FOR SPEAKER SYSTEM AT +9'-0" ABOVE FINISH FLOOR
9. PROVIDE SOILS INVESTIGATION STUDY TO DETERMINE IF THERE ARE DIFFERENTIAL SETTLEMENT ISSUES ALONG WITH POSSIBLE RECOMMENDATIONS TO RESOLVE
10. REMOVE EXISTING FIRE ALARM PULL STATIONS WHERE LOCATED, UPGRADE FIRE ALARM SYSTEM
11. REPAIR EXTERIOR SIDING AT WESTERN WING OF BUILDING, NORTH SIDE (SEE SHEET A2.3)
12. PROVIDE NEW LED LIGHTING AT PATIO
13. NEW 3'-0" X 6'-8" WOOD DOOR WITH LEVER TYPE LATCH AND LOCKSET
14. WOOD FLOORING AS AN ALTERNATE. (PROVIDE ACOUSTICAL PANELS ON WALLS)
15. NEW 5'-8" X 6'-8" PAIR LOUVERED DOOR WITH LEVER TYPE LATCHES AND LOCKSET
16. REMOVE EXISTING WALL LIGHTS - (2); AT BUILDING EXTERIOR
17. NEW QUARRY TILE OR PORCELAIN TILE FLOORING
18. PROVIDE WOOD WINDOW SHUTTERS AT NEW WINDOWS
19. PROVIDE NEW SHELVING




CITY OF INDUSTRY

APPROVED BY: _____ CITY ENGINEER _____ DATE _____

AVALON ROOM IMPROVEMENTS PROJECT

EXISTING, DEMOLITION AND REVISED FLOOR PLANS

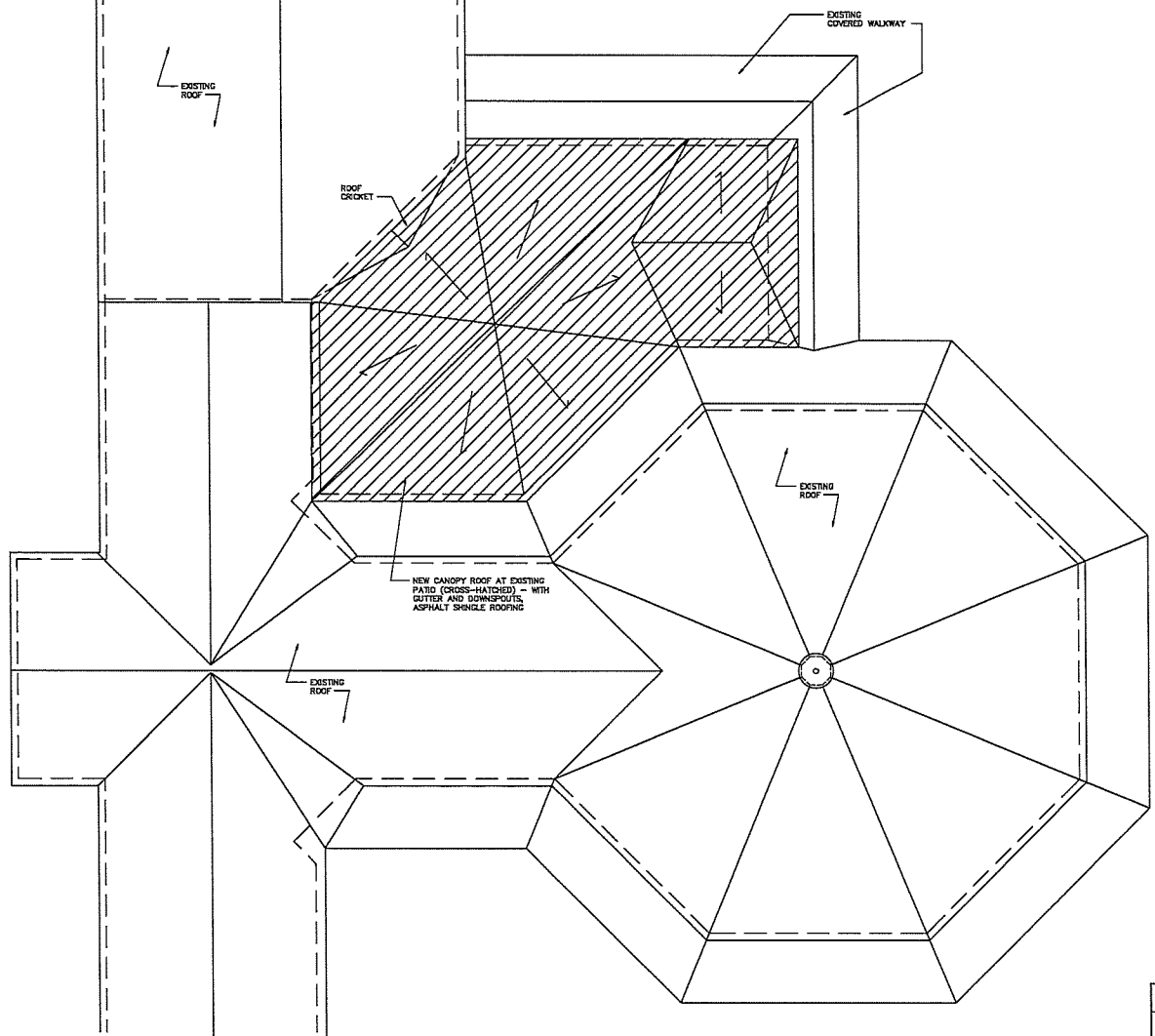
PROJECT NO: CIP-EXP-G-18-017-B SCALE: 1/4" = 1'-0" DRAWING NO. A2.3 SHEET 4 OF 13

	NO.	DATE	REVISIONS	CK BY	DESIGNED BY
					D. JOHNSON
					DRAWN BY
					J. FANTROY
					CHECKED BY
				IN CHARGE	
				DATE	01.17.2018



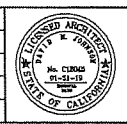
CITY OF INDUSTRY
 INCORPORATED JUNE 16, 1957
 P.O. Box 2306, City of Industry, California 91744
 Administration Offices: 11520 E. Pacific Street
 (916) 933-2211


CORDOBA CORPORATION
 1811 E. 17TH ST. SANTA ANA, CA 92705
 714.628.8124 PH - 714.808.6487 FAX



CITY OF INDUSTRY			
APPROVED BY:		DATE:	
REGISTERED PROFESSIONAL ENGINEER:		CITY ENGINEER:	
AVALON ROOM IMPROVEMENTS PROJECT			
REVISED ROOF PLAN			
PROJECT NO.:	SCALE:	DRAWING NO.:	SHEET 6 OF 13
CIP-EXPO-18-017-B	1/2" = 1'-0"	A2.5	

811 Know what's below. Call before you dig.	NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY:
				D. JOHNSON	
				J. FANTROY	
					DATE: 01.17.2018

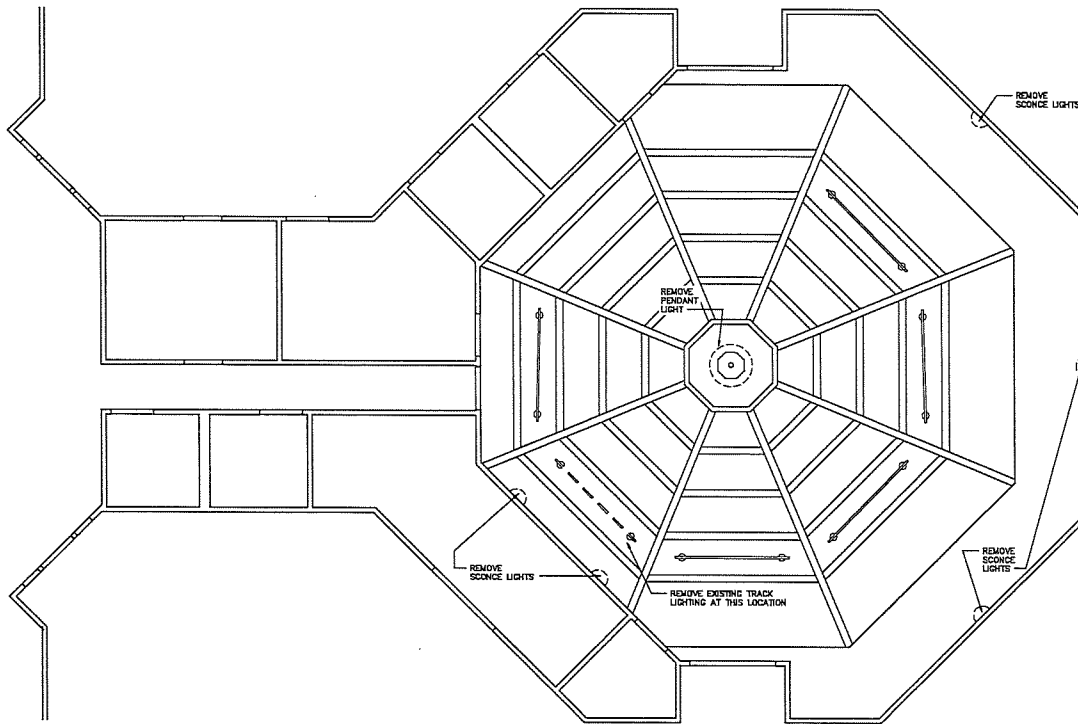


CITY OF INDUSTRY

INCORPORATED JUNE 18, 1957
 P.O. Box 2528, City of Industry, California 91744
 Administrative Offices: 18200 E. Bradford Street
 (951) 833-2211

CORDOBA CORPORATION

1911 E. 17TH ST. SANTA ANA, CA 92705
 714.838.8124 FAX - 714.838.8467 FAX



CITY OF INDUSTRY	
APPROVED BY:	_____
ENGINEER/ARCHITECT: P.E.	CITY ENGINEER _____ DATE _____
AVALON ROOM IMPROVEMENTS PROJECT	
EXISTING REFLECTED CEILING PLAN	
PROJECT NO: CIP-EXPO-18-017-B	SCALE: 1/2" = 1'-0" DRAWING NO. A2.6 SHEET 7 OF 13

NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY:
				D. JOHNSON
				DRAWN BY:
				J. FANTROY
				CHECKED BY:
				IN CHARGE:
				DATE: 01.17.2018



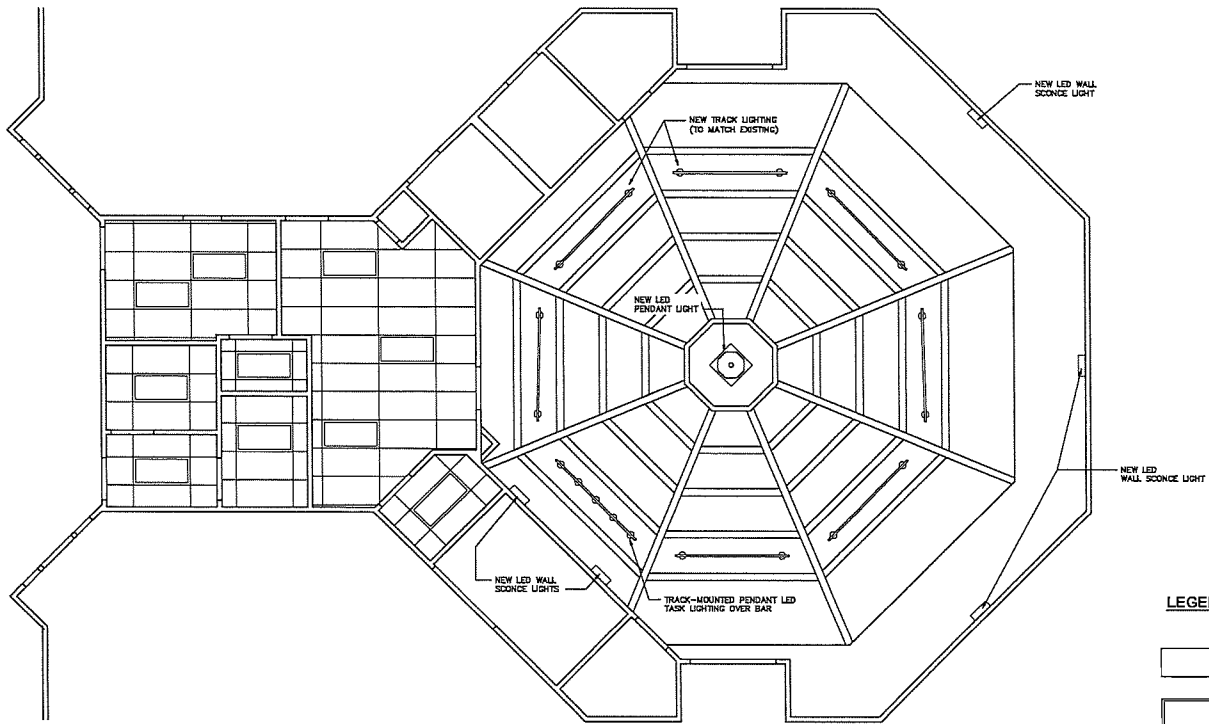
CITY OF INDUSTRY

INCORPORATED JUNE 16, 1957
 P.O. Box 82508, City of Industry, California 91784
 Administrative Offices - 19800 E. Industrial Street
 (909) 833-3211





CORDOBA CORPORATION
 1911 E. 17TH ST. SANTA ANA, CA 92705
 714.826.8161 PH - 714.826.4477 FAX





LEGEND

-  2' X 4' SUSPENDED CEILING LIGHT PANEL
-  2' X 4' SUSPENDED CEILING LED LIGHT FIXTURE

NOTE:
UNLESS OTHERWISE SPECIFIED, EXISTING
CEILING TO REMAIN



CITY OF INDUSTRY	
APPROVED BY:	DATE:
REGISTERED ARCHITECT, P.E.	CITY ENGINEER
AVALON ROOM IMPROVEMENTS PROJECT	
REVISED REFLECTED CEILING PLAN	
PROJECT NO: CIP-EXPG-18-017-B	SCALE: 1/2" = 1'-0"
DRAWING NO. A2.7	SHEET 8 OF 13

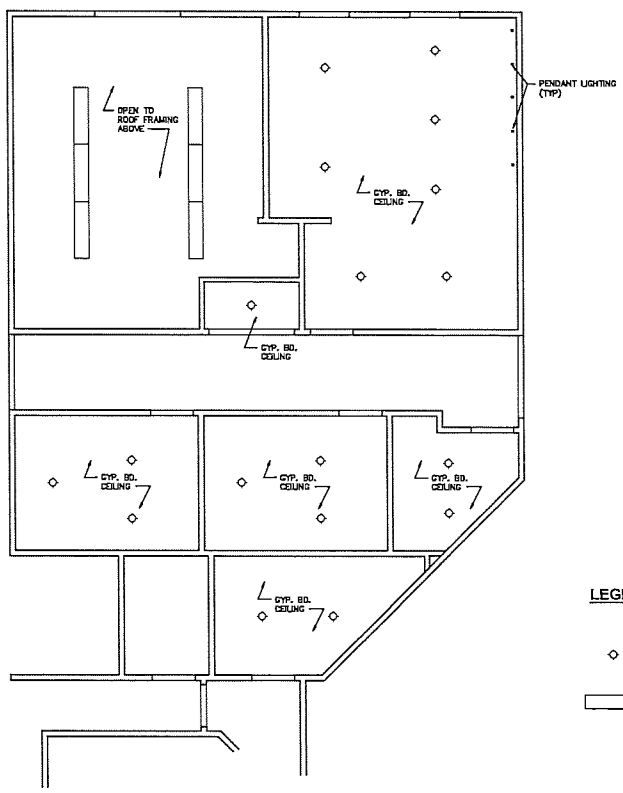
811 Know what's below. Call before you dig.	NO.	DATE	REVISIONS	CHK. BY	DESIGNED BY: D. JOHNSON
					DRAWN BY: J. FANTROY
					CHECKED BY:
					IN CHARGE:
					DATE 01.17.2018



CITY OF INDUSTRY

INCORPORATED JUNE 16, 1957
P.O. Box 3250, City of Industry, California 91744
Administrative Offices: 19200 E. Bradford Street
(909) 853-2211





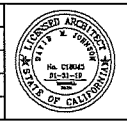
LEGEND

- ◊ RECESSED LED LIGHT FIXTURE
- ▭ 1' X 4' LED LIGHT FIXTURE, PENDANT TYPE



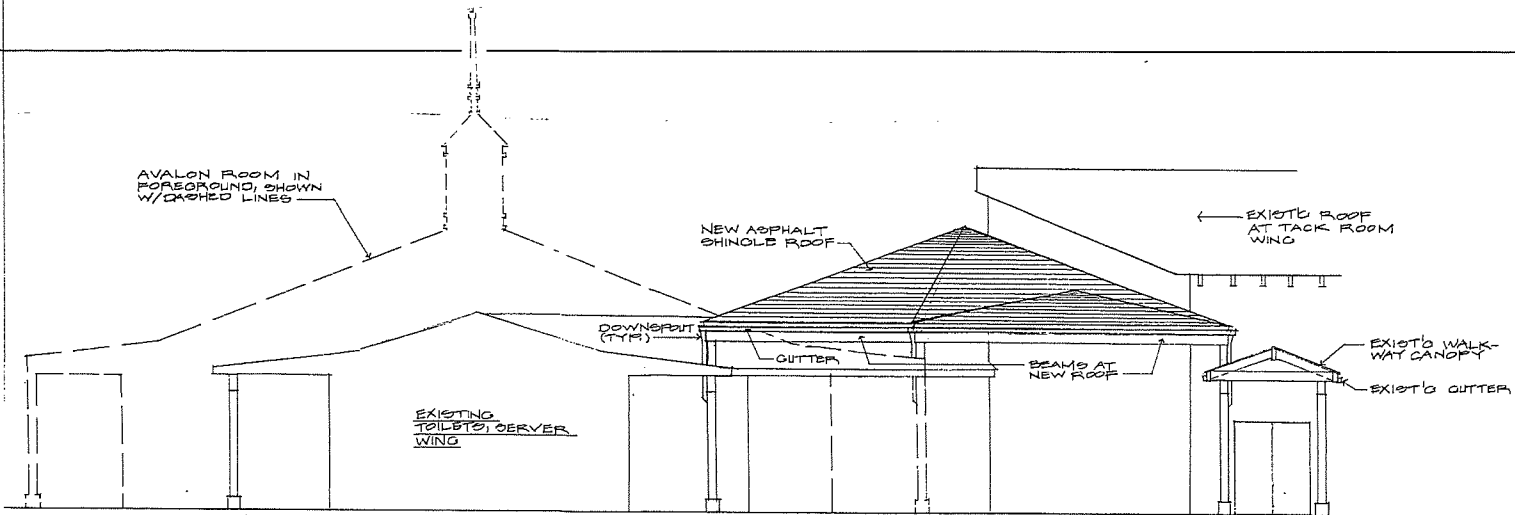
CITY OF INDUSTRY			
APPROVED BY: _____			
SEAL/STAMP/DATE, P.E.	CITY ENGINEER	DATE	
AVALON ROOM IMPROVEMENTS PROJECT			
EVENT ROOM/STORAGE AREA REFLECTED CEILING PLAN			
PROJECT NO: CIP-EXPO-18-017-B	SCALE: 1/2" = 1'-0"	DRAWING NO. A2.8	SHEET 9 OF 13

NO.	DATE	REVISIONS	CK. BY	DESIGNED BY
				D. JOHNSON
				DRAWN BY
				J. FANTROY
				CHECKED BY
				IN CHARGE
				DATE: 01.17.2018

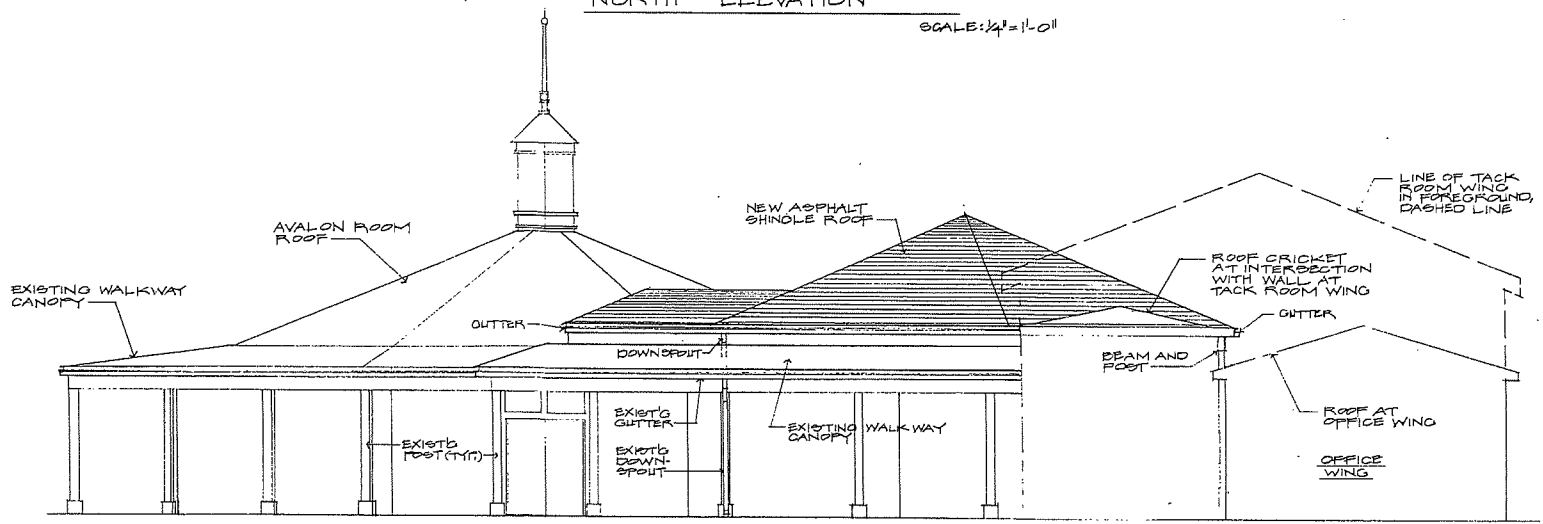


CITY OF INDUSTRY
 INCORPORATED JUNE 18, 1957
 P.O. Box 93268, City of Industry, California 91714
 Administrative Offices: 10520 S. Gaillard Street
 (924) 855-2211





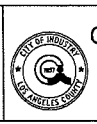
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

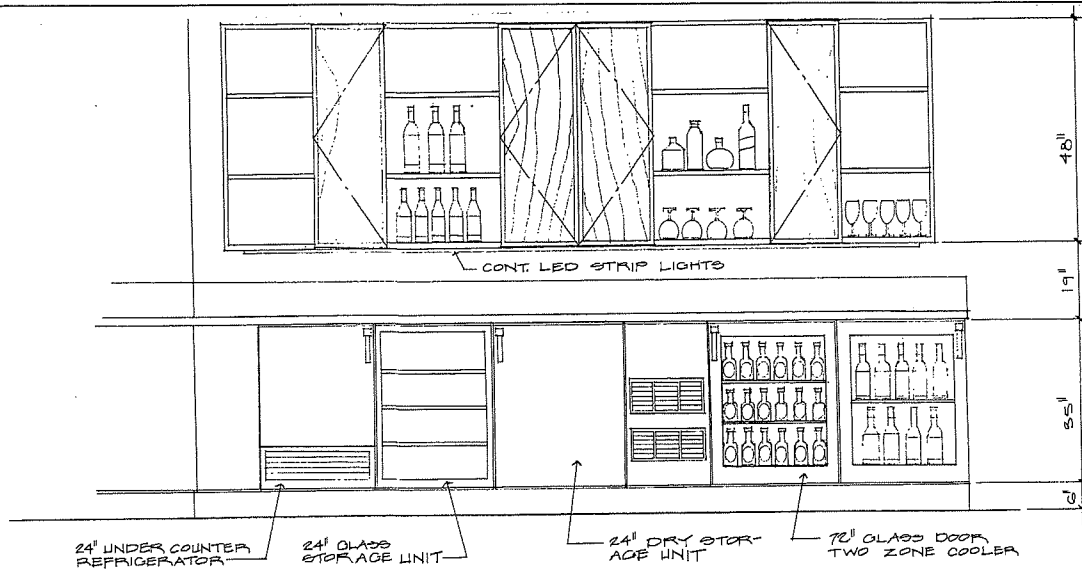
CITY OF INDUSTRY	
APPROVED BY: ROBERTO RAMIREZ, P.E.	CITY ENGINEER DATE
AVALON ROOM IMPROVEMENTS PROJECT	
ROOF ELEVATIONS	
PROJECT NO: CIP-EXPO-18-017-B	SCALE: 1/4" = 1'-0" DRAWING NO. A3.1 SHEET 10 OF 13

811 Know what's below. Call before you dig.	NO. DATE REVISIONS	CK. BY	DESIGNED BY: D. JOHNSON
			DRAWN BY: D. JOHNSON
			CHECKED BY:
			IN CHARGE:
			DATE: 01.17.2018

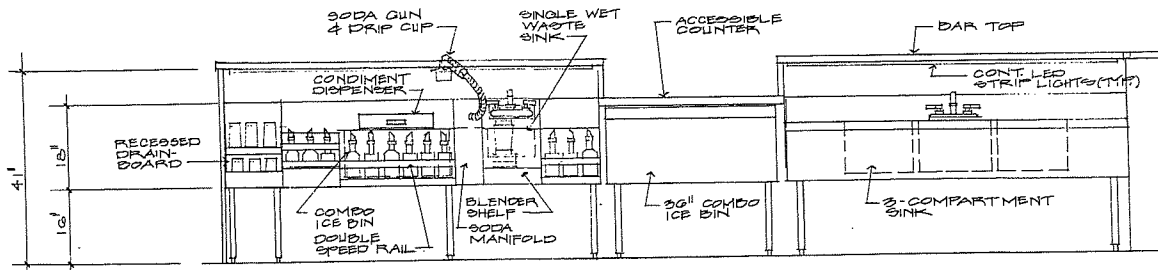


CITY OF INDUSTRY
INCORPORATED JUNE 18, 1937
P.O. Box 3386, City of Industry, California 91744
Administrative Offices: 19025 E. Stafford Street
(626) 233-2211

CORDOBA CORPORATION
1611 E. 17TH ST. SANTA ANA, CA 92705
714.558.8124 PH - 714.558.8467 FAX



(B) BACK BAR ELEVATION SCALE: 1" = 1'-0"



(A) BAR ELEVATION SCALE: 1" = 1'-0"

811 Know what's below. Call before you dig.	NO. DATE	REVISIONS	CK. BY
			DESIGNED BY: D. JOHNSON
			DRAWN BY: D. JOHNSON
			CHECKED BY:
			IN CHARGE:
			DATE: 01.17.2018



CITY OF INDUSTRY


INCORPORATED JUNE 18, 1937
P.O. Box 3368, City of Industry, California 91744
Administrative Offices: 15525 E. Guilford Street
(626) 333-2211



CORDOBA CORPORATION
1811 E. 17TH ST. SANTA ANA, CA 92705
714.538.6124 PH - 714.538.8487 FAX

CITY OF INDUSTRY			
APPROVED BY:		CITY ENGINEER	DATE
ROBERTO BARRAZ, P.E.			
AVALON ROOM IMPROVEMENTS PROJECT			
BAR - INTERIOR ELEVATIONS			
PROJECT NO: CIP-EXPO-18-017-B	SCALE: 1/2" = 1'-0"	DRAWING NO. A4.1	SHEET 11 OF 13

12282917 Sliding Storage Shelves - 60 x 138 x 74" - Silver



Sliding Storage Shelves - 60 x 138 x 74"

Turn aisle into usable space and increase storage up to 43%.

- Chrome-plated steel units glide effortlessly on snap-together tracks.
- Easy assembly - No tools needed. Works on any smooth floor.
- Safety brakes keep shelves stationary while loading and unloading.
- Shelves adjust in 1" increments. NSF certified.
- Locking, shelf-liners and other accessories available.
- View video.

MODEL NO.	SHELF DEPTH	OVERALL DEPT. W x L x H	NO. OF UNITS	ARM SPACE	SHELF CAPACITY	WEIGHT	PRICE EACH	ADD TO CART
H2004	18"	60 x 138 x 74"	5	38"	600 lbs.	464	\$1,640 \$1,540	1

SHIP UNASSEMBLED VIA UPS

12282917 Global Industrial - Heavy Duty Roll-Out Double Starter Unit - 6 Dnd 114" W x 32" D x 82" H



Global Industrial
Heavy Duty Roll-Out Double Starter Unit - 6 Dnd 114" W x 32" D x 82" H

Assembly: Usually ships in 4 of 10 days
Item # 12477022
Price: \$3,115.00

Product Information


Vault - V8208-114 Roll-Out Heavy Duty Shelving (1,800 lb shelf cap)

- Unique design allows individual shelves to roll out for easier access.
- Shelving design allows for access to shelves with overhead crane.
- Shelves lock in the extended position for maximum safety.
- The 12 VERT shelves are loaded with each other's lock.
- Shelf capacity is 1,800 lbs each. Total shelving capacity is 8,200 lbs.
- Shelf height is adjustable in 2 1/2" increments.
- Shelves are manufactured from 16-gauge steel.
- One year limited warranty.
- Ships knock-down and pre-painted.

Product Specifications

COLOR: Polished Steel
DEPTH: 32 INCHES
ASSEMBLY: Unassembled
DESCRIPTION: Double Starter Unit
NUMBER OF SHELVES: 6

12282917 Sliding Storage Shelves - 60 x 138 x 74" - Silver



SLIDING STORAGE SHELVES

Turn aisle into usable space and increase storage up to 43%.

- Chrome-plated steel units glide effortlessly on snap-together tracks.
- Easy assembly - No tools needed. Works on any smooth floor.
- Safety brakes keep shelves stationary while loading and unloading.
- Shelves adjust in 1" increments. NSF certified.
- Locking, shelf-liners and other accessories available.
- View video.

MODEL NO.	SHELF DEPTH	OVERALL DEPT. W x L x H	NO. OF UNITS	ARM SPACE	SHELF CAPACITY	WEIGHT	PRICE EACH	ADD TO CART
H2004	18"	60 x 138 x 74"	5	38"	600 lbs.	464	\$1,640 \$1,540	1

12282917 roll-out shelving - Granger Industrial Supply

roll-out shelving

2 results found that include 9 products

Filter Results By

View as: Grid List Table

Sort by: Best Match

Search within these results

Heavy Duty Tool and Die Shelving

PREVIOUSLY PURCHASED

View Previously Purchased Products

OVERALL DEPTH

36" (1)
 42" (1)

OVERALL HEIGHT

60" (1)
 72-102" (1)
 84-102" (1)

NO. OF SHELVES

3 (3)
 4 (1)

Help keep your workplace efficient and productive with shelves that allow easy access with one shelf rolling out at a time. These shelves are great for heavy tools, dies, and designed to hold other large parts.

Brands: **LITTLE GIANT**

Model No.	Overall Depth	Overall Height	No. of Shelves	Load Capacity	Shelf Capacity	Item #	Price
48"	36"	60"	3	2000 lb.	1000 lb.	21237-20	165

12282917 roll-out shelving products - Granger Industrial Supply

roll-out shelving products - Granger Industrial Supply

Jobe High Capacity Roll Out Shelving

LOAD CAPACITY

2000 lb. (1)
 3000 lb. (1)
 5000 lb. (1)

SHELF CAPACITY

1000 lb. (1)
 2000 lb. (5)

BRAND

JAWKE (1)
 LITTLE GIANT (1)

PRICE

\$2500-\$3000 (1)
 \$4500-\$5000 (2)
 More Than \$5000 (1)

SHIP BY

Delivery of Granger US (2)
 Other Granger (1)
 Supplier Diversity (1)

Depth (in)	Overall Depth (in)	Overall Height (in)	No. of Shelves	Load Capacity	Shelf Capacity	Item #	Price
48"	36"	72-102"	3	1000 lb.	500 lb.	21247	\$1750.00
48"	36"	72-102"	3	1000 lb.	500 lb.	21270	\$1750.00
48"	36"	84-102"	4	2000 lb.	1000 lb.	21211	\$1627.00
48"	36"	84-102"	4	2000 lb.	1000 lb.	21212	\$1627.00
48"	42"	72-102"	3	1000 lb.	500 lb.	21214	\$1747.00
48"	42"	72-102"	3	1000 lb.	500 lb.	21215	\$1747.00
48"	42"	84-102"	4	2000 lb.	1000 lb.	21216	\$1767.00
48"	42"	84-102"	4	2000 lb.	1000 lb.	21217	\$1767.00

12282917 Sliding Storage Shelves - 60 x 138 x 74" - Silver

12282917 Sliding Storage Shelves - 60 x 138 x 74" - Silver

811 Know what's below. Call before you dig.

NO.	DATE	REVISIONS	OK BY	DESIGNED BY
				N/A
				CREATED BY: N/A
				CHECKED BY:
				CHANGED:
				DATE: 01.17.2018

CITY OF INDUSTRY
INCORPORATED JUNE 16, 1917
P.O. Box 2028, City of Industry, California 91744
Administrative Center: 10225 E. Colton Road
(951) 829-2211

CORDOBA CORPORATION
1911 E. 17TH ST. GARDENA, CA 90248
714.681.8134 PH - 714.681.8487 FAX

CITY OF INDUSTRY
APPROVED BY: _____ DATE: _____
CITY ENGINEER

AVALON ROOM IMPROVEMENTS PROJECT

SHELVING MANUFACTURER'S LITERATURE

PROJECT NO: CIP-EXPO-18-017-B | SCALE: N/A | DRAWING NO. AC.1.1 | SHEET 13 OF 13

CITY COUNCIL

ITEM NO. 6.9



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Alex Gonzalez, Director of Development Services and Administration *AG*
Roberto Ramirez, City Engineer, Cordoba Corporation
Sonia Babian, Portfolio Manager, Cordoba Corporation

DATE: March 8, 2018

SUBJECT: Presentation, discussion, and direction regarding the conceptual design for the Patio Café at Industry Hills Expo Center

Background:

On May 27, 2016, the Industry Hills Expo Center Improvement Plan ("Plan") was developed by CNC Engineering. This Plan included proposed rough conceptual improvements to facilities at the Expo Center including the Patio Cafe, which was undersized to serve events occurring at the Grand Arena. In early 2017, staff started reviewing the proposed improvements to identify which projects could move forward into design. During the evaluation, it was determined that the Patio Café should be made a priority project to address immediate needs of the facility including increasing the number of toilet facilities, expanding the kitchen area, as well as bringing the serving line and other public areas into compliance with Americans with Disabilities Act ("ADA"). Subsequently, from October 2017 to January 2018 the design was advanced to the 15% schematic design level to establish a baseline scope of the project.

The purpose of this report is to present the 15% schematic design of the Patio Cafe project. The renovation improvements include construction design to expand the kitchen/food preparation space to accommodate a kitchen large enough to support a 5,000-person event attendance. Improvements to the building also include additional storage and supply rooms, installation of grease interceptor, ADA upgrades to restrooms, and removal and replacement of current roofing.

Site improvements include construction of an expanded roof to cover the walkway on the south side of the building, removal and replacement of lighting in the patio area, redesign of space to allow entrance from the side door (currently the exit), and implementation of an audio/visual system in the patio area.

The heating, ventilation, and air conditioning ("HVAC"), plumbing, and electrical systems will be replaced as required for the renovation but will be maintained if determined to be functional. However, all existing appliances and equipment will be replaced to accommodate the more efficient layout.

Discussion:

Staff presented multiple conceptual design options to the Industry Hills Expo Center staff at meetings held on September 19, 2017, December 12, 2017 and December 19, 2017. A total of four (4) options were presented during the Schematic Design Phase. The 15% design was completed with attached Exhibit A as the preferred option selected by Industry Hills Expo Center staff. The option chosen addresses all functionality, safety and accessibility concerns. The final design and specifications will be brought forward to City Council for approval.

Fiscal Impact:

The adopted Fiscal Year 17-18 combined budget for the Avalon Room and Patio Café is \$610,000.00, of which 37% was allocated for the Patio Café. This was an initial estimate based on initial conceptual designs that did not include analysis of all building systems, ADA access, or Expo staff input. The current schematic design level estimate is \$2,498,930.00. An appropriation request from the 2015 Bond Proceeds to City Capital Improvements – Equestrian C.I.P. – Construction Costs (Account No. 120-713-5205) will be requested at the time of project award.

If approved, a construction bid package will be released in the fall of 2018, and budget authorization will be requested at the time of construction award.

Recommendation:

- 1) City staff recommends that the City Council approve the 15% Schematic Design as presented;
- 2) Authorize City staff to proceed with 100% design of the project; and
- 3) City staff shall return to City Council for review of 100% design and adopt plans, specifications and working details and request authorization to solicit bids.

Exhibits:

- A. Patio Café Presentation
- B. Schematic Design Drawings

AG/RR/SB

EXHIBIT A

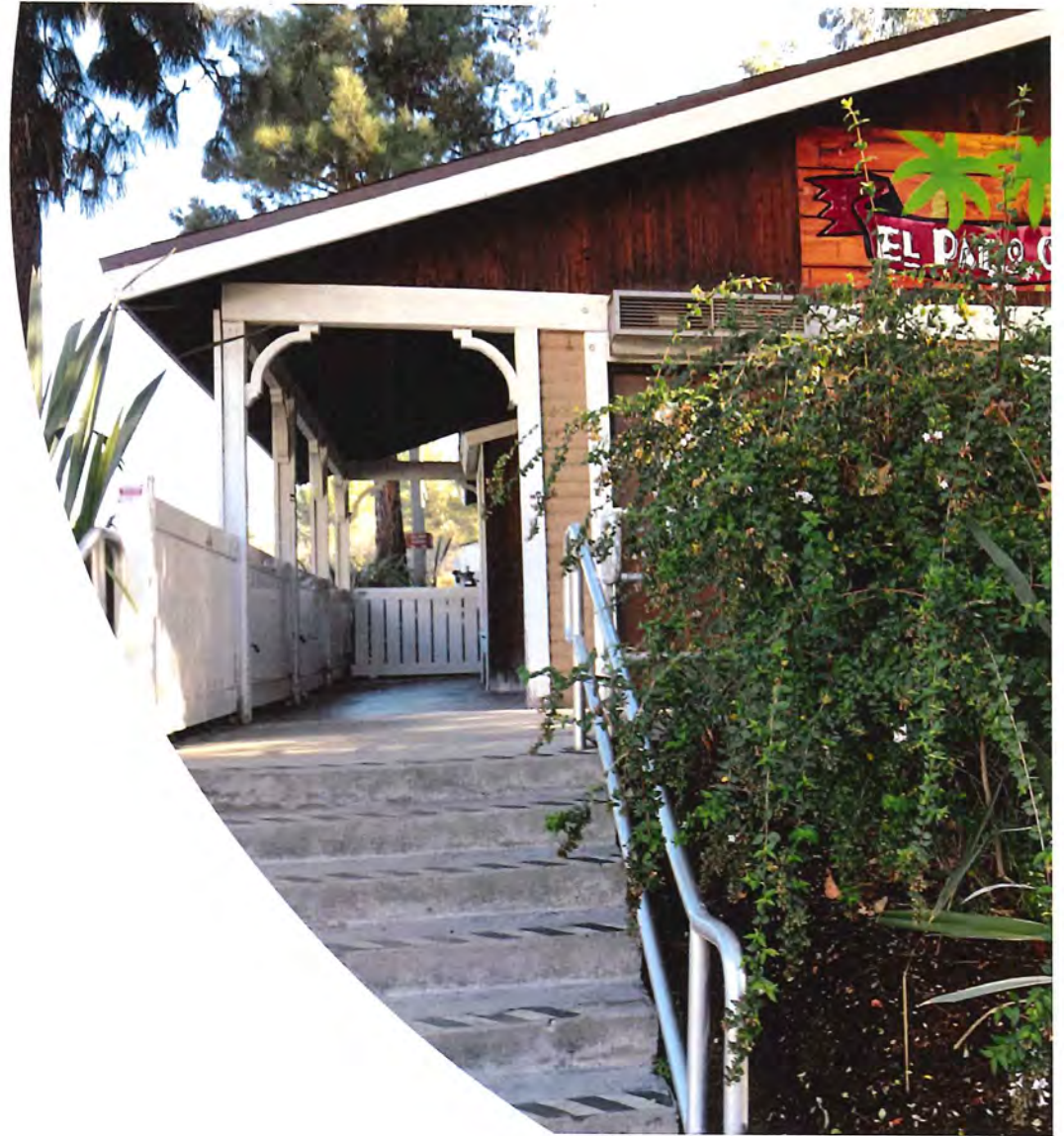
Patio Café Presentation

[Attached]



Schematic Design

Patio Café

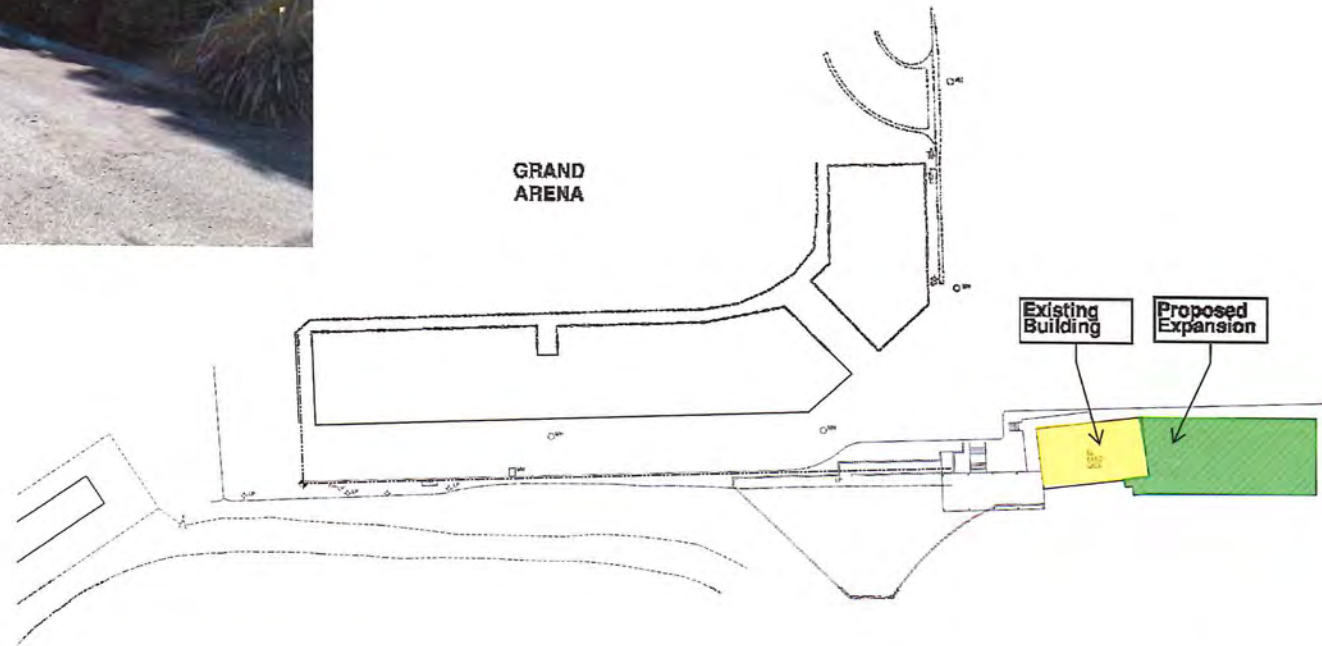


Schematic Design Process

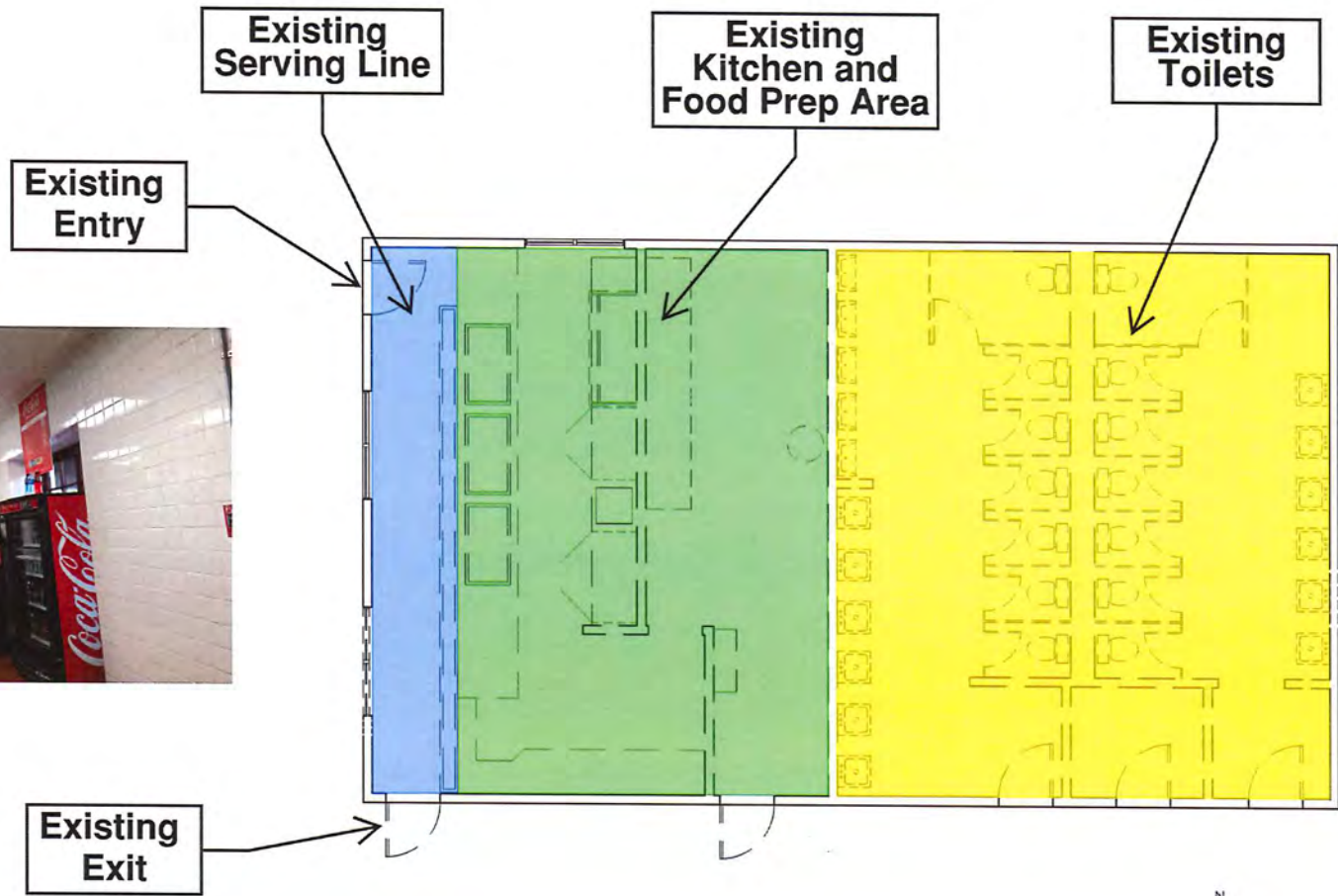
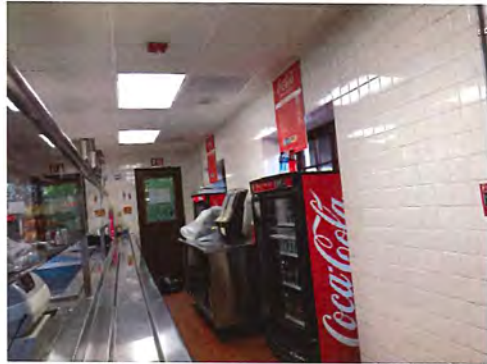
- Meetings held with Industry Hills Expo Center staff
- Reviewed all functionality requirements, safety and code requirements
- Initial design options were presented to Industry Hills Expo Center staff

Next Design Process

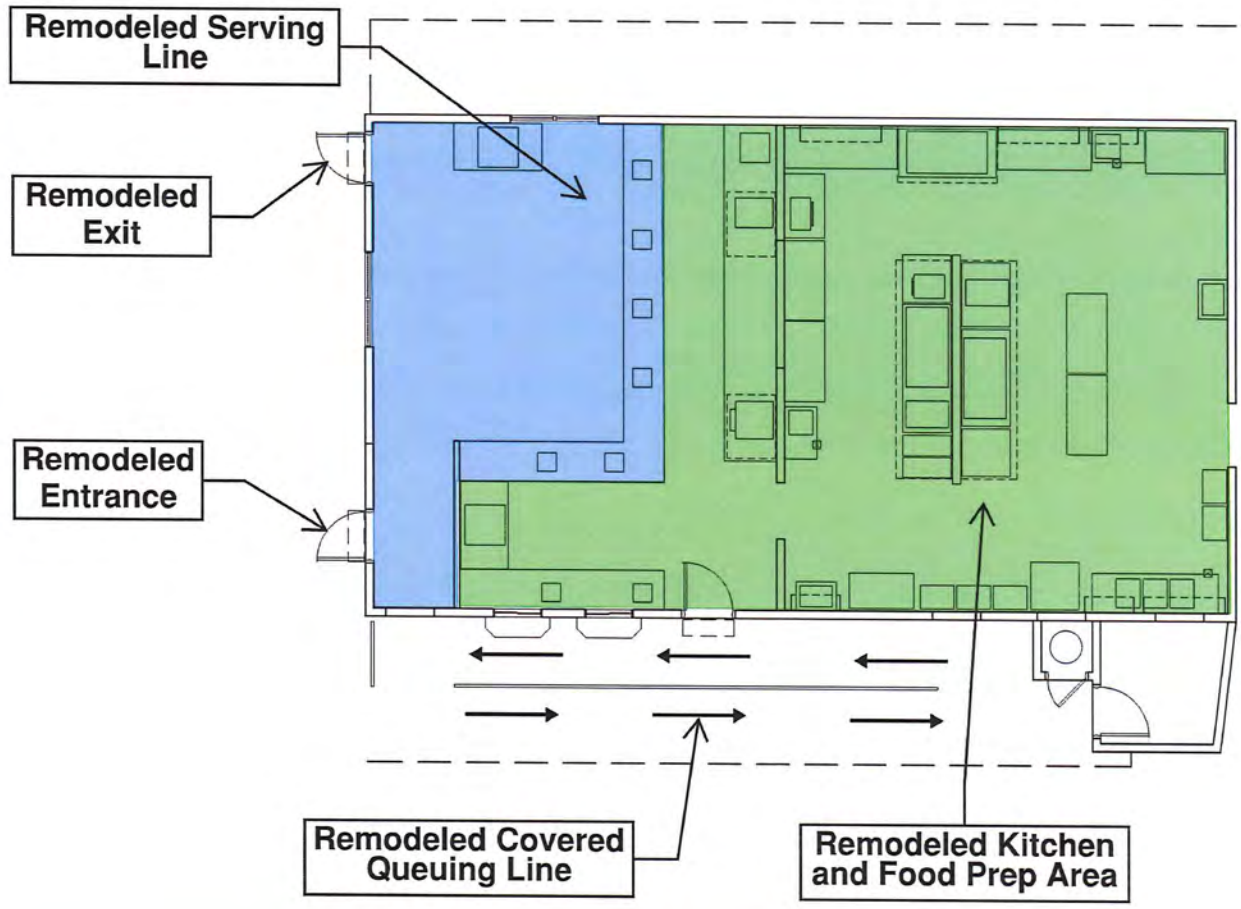
- Proceed to 100% Design
- Review design progress with Industry Hills Expo Center staff at 50% and 90%
- Receive CRIA and City Council approval for 100% Design
- Request Authorization to Bid from City Council
- If Authorization to Bid is approved, post on PlanetBids™



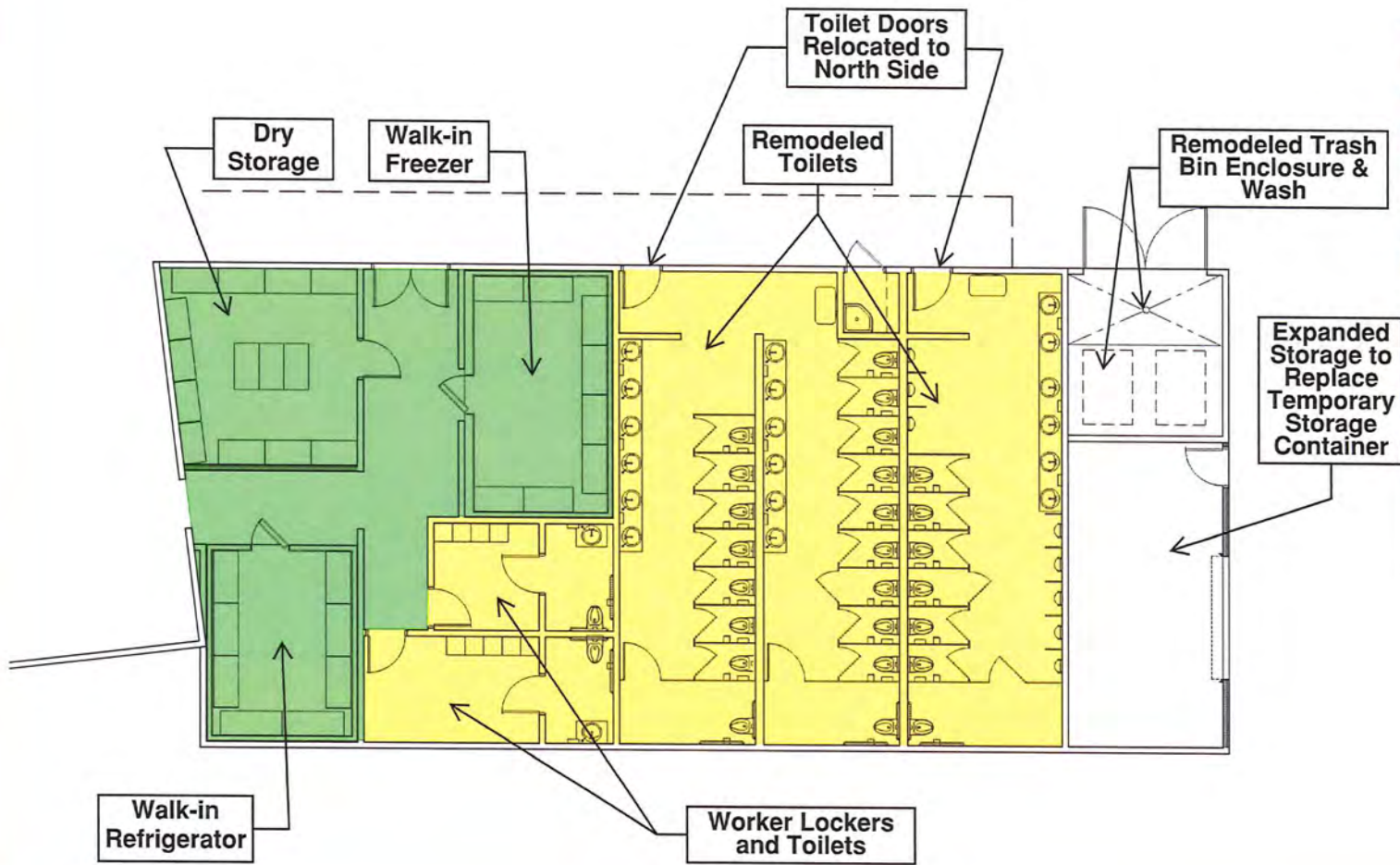
 SITE PLAN



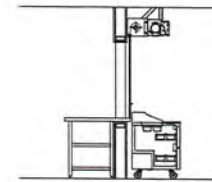
 EXISTING PLAN



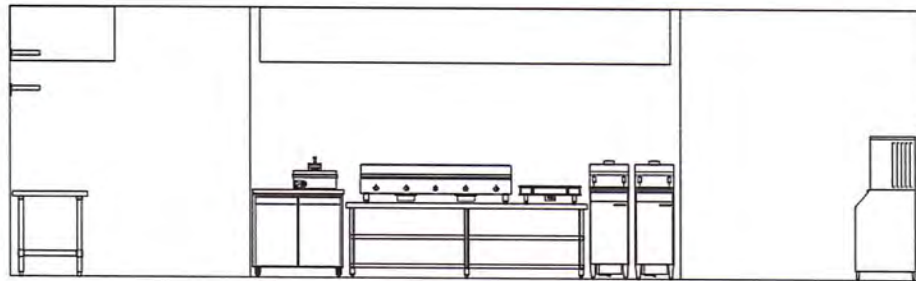
REVISED PLAN



REVISED PLAN

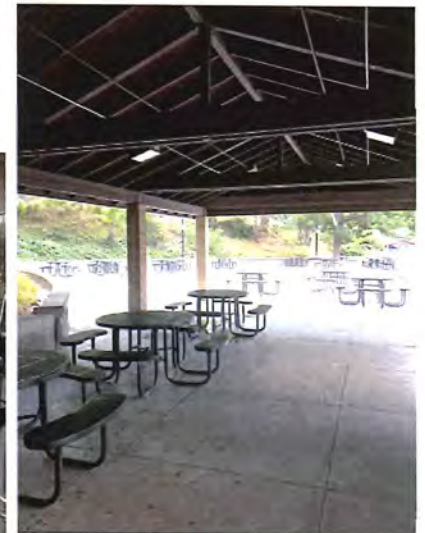


SECTION AT PASS-THRU OPENING



ELEVATIONS

Activity	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	
15% Schematic Design	█																							
Complete 100% Design					█																			
Approval & Auth. to Bid												█												
Bid and Award													█											
Construction																	█							

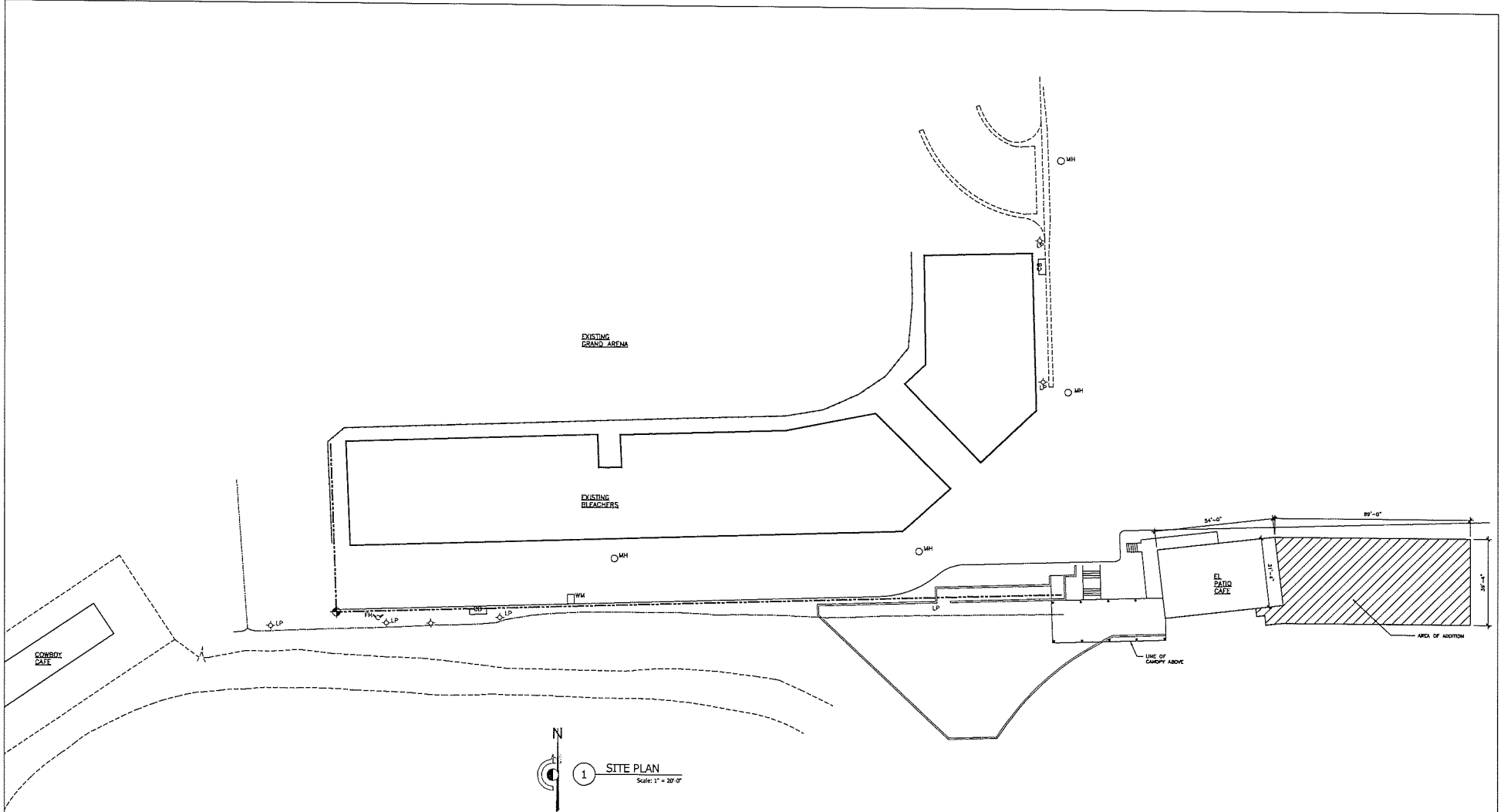


SCHEDULE

EXHIBIT B

Schematic Design Drawings

[Attached]



1 SITE PLAN
Scale: 1" = 20' 0"

NO.	DATE	REVISIONS	CK. BY



CITY OF INDUSTRY
 INCORPORATED JUNE 16, 1917
 P.O. Box 3308, City of Industry, California 91744
 Administrative Offices: 19023 E. Sheffield Street
 (626) 253-2211

CORDOBA CORPORATION
 1011 E. 17TH ST., SANTA ANA, CA 92705
 714.926.9124 PH - 714.926.9467 FAX

CITY OF INDUSTRY			
APPROVED BY:			
REPORTS NUMBER: P.E.	CITY ENGINEER	DATE	
PATIO CAFE IMPROVEMENTS PROJECT			
SITE PLAN			
PROJECT NO: CIP-EXPO-18-018-B	SCALE: 1" = 20' - 0"	DRAWING NO. A1.1	SHEET 2 OF 6



NOTES:

1. Upgrade lighting at existing patio pavilion
2. Provide new roofing at existing Patio Cafe building and adjacent pavilion
3. Provide upgraded audio system and television monitors at pavilion
4. Provide canopy roof cover over walkway to new toilets with entrances at North side of building
5. Upgrade fire alarm/fire suppression system for building
6. Provide grease interceptor at Patio Cafe and proposed auxiliary building

KITCHEN SPACE REQUIREMENTS:

Assume usage of 60-70% of total number of attendees per event (5,000 attendees) -

- $5,000(0.70) = 3,500$ visits to food services facilities per event
- Assume 2 hour duration per event -

$3,500/2 = 1,750$ meals per hour

Facility requirements for 1,750 meal capacity -
1.6 square feet of kitchen area/meal for 1,750 meals per hour.

$1,750(1.6) = 2,800$ square feet of kitchen area

KITCHEN AREA PROVIDED:

- SHT. A2.2, A2.3 - 2,100 S.F.

EXISTING COWBOY CAFE (FIXTURE COUNT):

WATER CLOSETS

Female-7; Male-7

LAVATORIES

Female-5; Male-5

URINALS

Male-5

TOILET FIXTURE TABULATION (A-S ASSEMBLY OCCUPANCY):

$5,000$ Occupants/2 = $2,500$ Female Occupants
 $2,500$ Male Occupants

WATER CLOSETS

2,500 Female - 8 for first 400 occupants plus 1 for each additional 125 =

$8 + (2,500 - 400)/125$
 $= 8 + 17$
 $= 25$ (required)

25 provided (18 + 7 @ Cowboy Cafe)

2,500 Male -

3 for first 400 occupants plus 1 for each additional 500 =

$3 + (2,500 - 400)/500$
 $= 3 + 5$
 $= 8$ (required)

14 provided (7 + 7 @ Cowboy Cafe)

LAVATORIES

2,500 Female -

6 for first 750 plus 1 for each additional 200 =
 $6 + (2,500 - 750)/200$
 $= 6 + 9$
 $= 15$ (required)

18 provided (12 + 6 @ Cowboy Cafe)

2,500 Male -

3 for first 750 plus 1 for each additional 250 =
 $3 + (2,500 - 750)/250$
 $= 3 + 7$
 $= 10$ (required)

12 provided (6 + 6 @ Cowboy Cafe)

URINALS

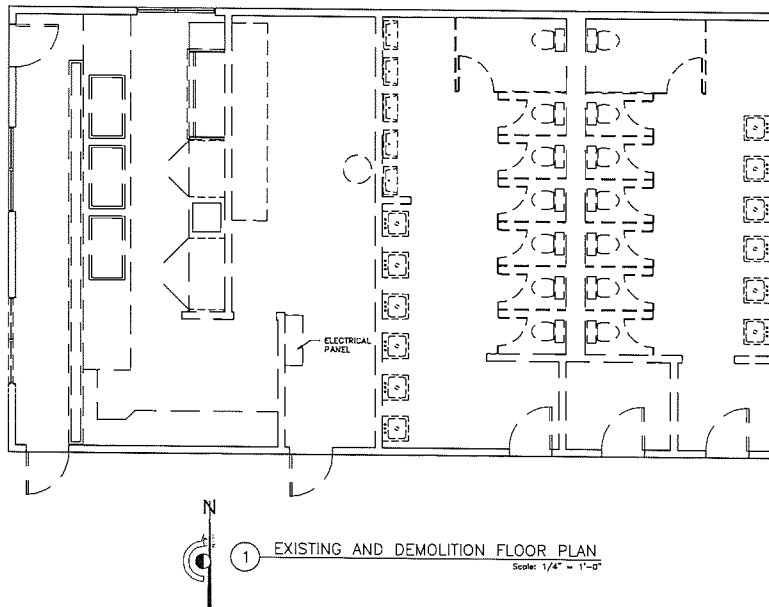
2,500 Male -

4 for first 600 plus 1 for each additional 300 =
 $4 + (2,500 - 600)/300$
 $= 4 + 7$
 $= 11$ (required)

14 provided (8 + 6 @ Cowboy Cafe)

LEGEND

- ===== EXISTING WALL TO REMAIN
- =====
===== REMOVE EXISTING WALL, FIXTURE, ETC.



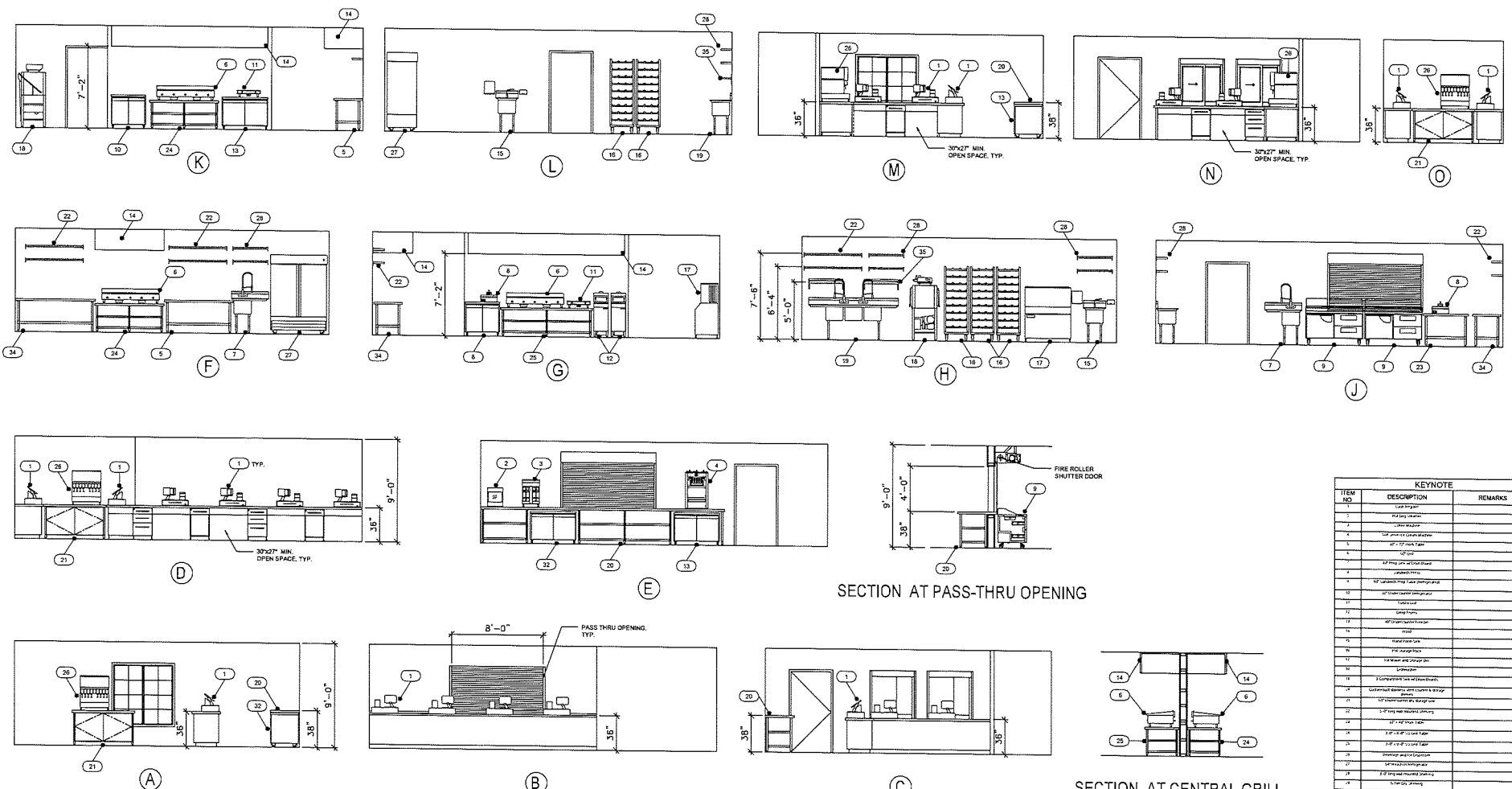
CITY OF INDUSTRY		
APPROVED BY: _____		
REGISTERED ARCHITECT, P.E.	CITY ENGINEER	DATE
PATIO CAFE IMPROVEMENTS PROJECT		
EXISTING AND DEMOLITION FLOOR PLAN		
PROJECT NO: CIP-EXPO-18-018-B	SCALE: 1/4" = 1'-0"	DRAWING NO. A2.1 SHEET 3 OF 6

811 Know what's below. Call before you dig.	NO. DATE REVISIONS	CK. BY	DESIGNED BY: D. JOHNSON
	DRAWN BY: J. FANTROY	CHECKED BY:	IN CHARGE:
	DATE: 02.06.2018		



CITY OF INDUSTRY
INCORPORATED JUNE 14, 1967
P.O. Box 2306, City of Industry, California 91764
Administrative Offices: 10922 E. Stafford Street
(626) 233-2211





KEYNOTE		
ITEM NO.	DESCRIPTION	REMARKS
1	30"x42" MIN. OPEN SPACE, TYP.	
2	30"x42" MIN. OPEN SPACE, TYP.	
3	30"x42" MIN. OPEN SPACE, TYP.	
4	30"x42" MIN. OPEN SPACE, TYP.	
5	30"x42" MIN. OPEN SPACE, TYP.	
6	30"x42" MIN. OPEN SPACE, TYP.	
7	30"x42" MIN. OPEN SPACE, TYP.	
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45	30"x42" MIN. OPEN SPACE, TYP.	
46	30"x42" MIN. OPEN SPACE, TYP.	
47	30"x42" MIN. OPEN SPACE, TYP.	
48	30"x42" MIN. OPEN SPACE, TYP.	
49	30"x42" MIN. OPEN SPACE, TYP.	
50	30"x42" MIN. OPEN SPACE, TYP.	

1 INTERIOR ELEVATIONS
A4.1 SCALE: 1/4" = 1' - 0"

CITY OF INDUSTRY

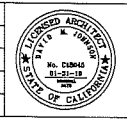
APPROVED BY: ROBERTO SANCHEZ, P.E., CITY ENGINEER

PATIO CAFE IMPROVEMENTS PROJECT

INTERIOR ELEVATIONS

PROJECT NO: CIP-EXPC-19-019-B SCALE: 1/4" = 1' - 0" DRAWING NO. A3.1 SHEET 6 OF 6

NO.	DATE	REVISIONS	CK BY



CITY OF INDUSTRY
INCORPORATED JUNE 16, 1967
P.O. Box 3390, City of Industry, California 91744
Administrative Office: 19920 E. Starford Street
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CORDOBA CORPORATION
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