

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

MARCH 22, 2018
9:00 AM



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. Presentation by Chairman Larry Hartmann from Industry Hills Charity Events Council
5. Public Comments
6. **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.

- 6.1 Consideration of the Register of Demands for March 22, 2018

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

- 6.2 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 (SECOND READING)

RECOMMENDED ACTION: Adopt Ordinance No. 804.

- 6.3 Consideration of the minutes of the October 13, 2016 regular meeting, October 27, 2016 regular meeting, November 10, 2016 regular meeting, November 17, 2016 special meeting, November 18, 2016 special meeting, December 8, 2016 regular meeting, December 8, 2016 special meeting, December 22, 2016 regular meeting, January 12, 2017 regular meeting, January 13, 2017 Joint Special Meeting – City Council and Successor Agency, January 26, 2017 regular meeting, January 26, special meeting, February 9, 2017 regular meeting, February 23, 2017 regular meeting, March 9, 2017 regular meeting

RECOMMENDED ACTION: Approve as submitted.

7. **ACTION ITEMS**

- 7.1 Consideration of process for appointment of City Engineer

RECOMMENDED ACTION: Provide direction to staff.

- 7.2 Consideration of a License Agreement with Penegon East, Inc., for Access to Assessor's Parcel Numbers 8264-001-943 and 8264-001-944 located at 17301 Gale Avenue as a Temporary Overflow Parking Area for Vehicle Inventory.

RECOMMENDED ACTION: Approve the Agreement.

- 7.3 Consideration of a Professional Services Agreement with Nobel Systems, Inc., for scanning services and GeoViewer mobile application, in an amount not-to-exceed \$2,183,000.00, from March 22, 2018 to March 22, 2021

RECOMMENDED ACTION: Approve the Agreement.

- 7.4 Consideration of a Professional Services Agreement by and between the City of Industry, the Successor Agency to the Industry Urban-Development Agency, and the Industry Public Utilities Commission, and C & C Engineering, Inc., for engineering services, from March 22, 2018 to March 21, 2021, with two one-year extensions to the Agreement.

RECOMMENDED ACTION: Approve the Agreement.

- 7.5 Consideration of a Professional Services Agreement with MuniEnvironmental, LLC, for Environmental and Recycling Consulting Services, in an amount not-to-exceed \$1,000,000.00, from March 22, 2018 to March 22, 2021

RECOMMENDED ACTION: Approve the Agreement.

- 7.6 Consideration of Amendment No. 1 to Cooperative Agreement 07-5033 between the Successor Agency to the Industry Urban-Development Agency, the City of Industry, and Caltrans for the SR-60 to SR-57 Confluence at Grand Avenue Westbound Off-Ramp Project

RECOMMENDED ACTION: Approve the Amendment.

- 7.7 Consideration of Notice of Completion for Contract No. CITY-1429, 2016-2017 Slurry Seal, with Pavement Coatings Company, and authorize the City Engineer to execute the Notice of Completion

RECOMMENDED ACTION: Approve the Notice of Completion and authorize the City Engineer to execute the Notice of Completion.

- 7.8 Consideration of Development Plan No. 18-1, proposed by Karl Poland, to allow for a 3,693 square foot expansion to the existing Puente Hills Subaru automobile dealership located at 17801 Gale Avenue in the City of Industry

- a. Consideration of Resolution No. CC 2018-07 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-1 TO ALLOW FOR A 3,693 SQUARE FOOT EXPANSION TO THE EXISTING PUENTE HILLS SUBARU LOCATED WITHIN THE CITY OF INDUSTRY AUTO MALL AT 17801 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION:
07.

Adopt Resolution No. CC 2018-

8. **CITY COUNCIL COMMITTEE REPORTS**
9. **AB 1234 REPORTS**
10. **CITY COUNCIL COMMUNICATIONS**
11. **CLOSED SESSION**
 - 11.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Four Cases
 - 11.2 CONFERENCE WITH LEGAL COUNSEL – Public Employment pursuant to Government Code Section 54957
Title: City Manager
 - 11.3 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
 - 11.4 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
 - 11.5 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
 - 11.6 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

12. Adjournment. The next regular City Council Meeting will be Thursday, April 12, 2018 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 4



Industry Hills **Charity Events Council**

March 22, 2018

City Council
City of Industry
From Industry Hills Charity Events Council

Over the past 32 years, this annual community event has raised over \$2.3 million for local nonprofit organizations providing programs and resources to disadvantaged children in the San Gabriel Valley. In addition, the sponsored "Community Kids Day" has introduced "Western Heritage" to thousands of 3rd, 4th, and 5th grade school children. Each year 4 local Service Clubs use the Rodeo event as their major fund raising event.

Last year, a record number of notable participants turned out for the Rodeo, many of whom went on to the National Finals in horse and rodeo competitions. Our event had grand attendance for both the Saturday and Sunday performances. Equally important, our Community Kids Day held on Friday attracted over 3200 students, teachers and chaperones. Furthermore, over 400 community volunteers (including local law enforcement) helped plan and operate the 3 days of performances.

This year we are transitioning to a new format with more events, and are requesting City Sponsorship of \$105,000, the same as last year, which would be used to promote and conduct all of our events. We sincerely appreciate the generous support of the City and the IMC. We believe that the City of Industry receives positive exposure and publicity from our events. Together we are creating a strong community environment, and all because of the support you have given all these years. Our promotional material prominently features the City and IMC names and logos. Whenever feasible, the City of Industry name is mentioned in the press, email and social media etc. In addition, we feel the City benefits by showcasing the Industry Expo Center and Grand Arena for potential events.

Again, we thank the City and IMC for the past support and help in making this a unique event, which not only raises funds for underprivileged children but also brings together the local community. We are attaching some additional documents regarding organizations that have received Grant funds. We are pleased to provide any additional information or clarification. Your support of our events means everything to so many of our children in the San Gabriel Valley.

Ron McPeak
President
The Gabriel Foundation

Larry Hartmann
Chairman
Industry Hills Charity Events Council
C626.824.5695

INDUSTRY HILLS CHARITY EVENTS COUNCIL

PO Box 7006 • City of Industry CA 91744-7006

626.961.6892 • (F) 626.961.0691

eventsCouncil@aol.com www.industrycharityevents.org



The Gabriel Foundation

Grant Recap

1985 to 2018

The Gabriel Foundation

Grant Applications

Submitted 2017



\$ 2,000

GRANT APPLICATION

Legal Name of Organization SAN GABRIEL FOUNDATION FOR DENTAL HEALTH

Address PO Box 99

City Temple City State CA Zip 91780

Authorized Contact Person KALIE NEWCOMBE

Title EXECUTIVE DIRECTOR Phone (949) 233-3244

Purpose of Organization: TO PROVIDE DENTAL CARE AND EDUCATION

TO ECONOMICALLY DISADVANTAGED CHILDREN AGES 2-19 THROUGHOUT

THE SAN GABRIEL VALLEY, INCLUDING OUR CLINIC, SCHOOLS AND COMMUNITY ORG @ ALL LEVELS

Year Founded 1997 Total Current Operating Budget \$190,500

Primary Source(s) of Funds GRANTS, PRIVATE DONATIONS, DENTAL

Date Last Audited 1/11/17 Federal Tax ID 95-4590029

Purpose of Gabriel Foundation Grant TO SUPPORT THE SALARY

AND OTHER EXPENSES OF THE OUTREACH PROGRAM

COORDINATOR

Amount Requested \$2,500 Total Project Cost \$52,775

Geographic Area Served SAN GABRIEL VALLEY

Project Time Period ONGOING

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

The proposal should include: Needs statement, specific objectives, your organization's qualifications, if the project is new or ongoing, constituency served, community and volunteer involvement, evaluation and sources listed. Please include pertinent publications.

Also submit a copy of the most recent IRS letter on your organization's tax-exempt status, r a copy of your application for tax-exempt status, or evidence that your agency is a governmental unit. NOTE: A federal tax or employer ID number of a state tax-exempt certification does not prove federal tax-exempt status.

Any information, photos or other material you provide in your proposal may be used in the Foundation's press releases, reports, research or other published matter unless confidentiality is specifically requested.

PLEASE ENCLOSE A COPY OF YOUR LATEST FORM 990, EXEMPT ORGANIZATION RETURN.

Signature of Contact Person [Signature] Date 1/20/18

*Deceased

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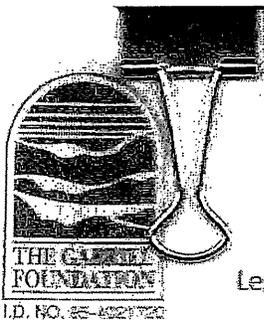
KENNETH J. RAMMELL
CPA, Retired

PO Box 7006

City of Industry, CA 91744

Telephone 626-961-6892 Fax 626-961-0691

www.gabrielfoundation.gives



GRANT APPLICATION

Legal Name of Organization Young Men's Christian Association of Orange County

Address 3821 Newport Ave, Ste 200

City Tustin State CA Zip 92780

Authorized Contact Person Sarah Steffen

Title Associate Development Director Phone (714) 528-7639

Purpose of Organization: The YMCA puts Christian principles into practice through programs that build healthy spirit, mind and body for all.

Year Founded 1888 Total Current Operating Budget \$41,846,410

Primary Source(s) of Funds Program Fees

Date Last Audited 11/9/2017 Federal Tax ID 95-1644055

Purpose of Gabriel Foundation Grant to allow low-income San Gabriel Valley youth the opportunity to develop their interests and abilities at Camp Elk.

Amount Requested \$8,000 Total Project Cost \$40,000

Geographic Area Served East San Gabriel Valley

Project Time Period 2018

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

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Also submit a copy of the most recent IRS letter on your organization's tax-exempt status, a copy of your application for tax-exempt status, or evidence that your agency is a governmental unit. NOTE: A federal tax or employer ID number of a state tax-exempt certification does not prove federal tax-exempt status.

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Signature of Contact Person [Signature] Date 1/5/18

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Homestead Museum

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*Deceased



GRANT APPLICATION

Legal Name of Organization: Citrus Valley Health Foundation

Address: 1115 S. Sunset Avenue

City: West Covina **State:** CA **Zip:** 91790

Authorized Contact Person: Carol Stickley

Title: Grant Writer **Phone:** 626-813-4943

Purpose of Organization: To raise funds through philanthropy to support Queen of the Valley Hospital, Inter-Community Hospital, Foothill Presbyterian Hospital, and Citrus Valley Hospice and Home Health. Our charitable support also extends to the community.

Year Founded: 1968 **Total Current Operating Budget:** \$1,099,866.00

Primary Source(s) of Funds: Grants, gifts, and contributions

Date Last Audited: 12/30/2016 **Federal Tax ID:** 95-2534063

Purpose of Gabriel Foundation Grant: To fund the ECHO ("Every Child's Healthy Option") program which provides emergency health care for uninsured and under-insured school children in San Gabriel Valley.

Amount Requested: \$5,000 **Total Project Cost:** \$50,581

Geographic Area Served: San Gabriel Valley

Project Time Period: FY 2018

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

The proposal should include: Needs statement, specific objectives; your organization's qualifications, if the project is new or ongoing, constituency served, community and volunteer involvement, evaluation and sources listed. Please include pertinent publications.

Also submit a copy of the most recent IRS letter on your organization's tax-exempt status, or a copy of your application for tax-exempt status, or evidence that your agency is a governmental unit. NOTE: A federal tax or employer ID number of a state tax-exempt certification does not prove federal tax-exempt status.

Any information, photos or other material you provide in your proposal may be used in the Foundation's press releases, reports, research or other published matter unless confidentiality is specifically requested.

PLEASE ENCLOSE A COPY OF YOUR LATEST FORM 990, EXEMPT ORGANIZATION RETURN.

Signature of Contact Person

Date

12/29/2017

Post Office Box 7006
16200 Temple Avenue
City of Industry, CA 91744

Telephone 626-961-6892 Fax 626-961-0691

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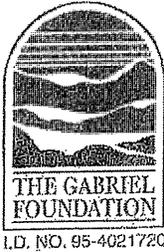
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*Deceased



GRANT APPLICATION

Legal Name of Organization Delhaven Community Center

Address 15135 E. FAIRGROVE AVE

City La Puente State Ca Zip 91747

Authorized Contact Person TIM SEAL

Title Executive Dir. Phone (626) 9199789

Purpose of Organization: Provide structured supervised

educational, social, recreational programs

to all (mentally challenged, abused, socio economic)

Year Founded 1972 Total Current Operating Budget \$1,300,000.00

Primary Source(s) of Funds Community Regional Center, Foundation

Date Last Audited Annually Federal Tax ID 795-2853049

Purpose of Gabriel Foundation Grant Camperships & programs for
summer and vacations and throughout year for
special needs children & adults and low income
persons

Amount Requested \$25000.00 Total Project Cost UNKNOWN

Geographic Area Served San Gabriel Valley

Project Time Period Year Round

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

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Signature of Contact Person Barbara Seal Date _____

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GRANT APPLICATION

Legal Name of Organization: New Horizons Caregivers Group

Address: (Mail) 3129 Hacienda Blvd, #809, Hacienda Heights, CA 91745

Authorized Contact Person: Donna Lemaster **Title:** Executive Director **Phone(s):** (office) (626) 961-4327
(cell) (626) 941-8100 **Fax:** (626) 855-1698 **Email Address:** newhorizonsfiesta@yahoo.com

Purpose of Organization: The mission of New Horizons Caregivers Group (NHCG) is to "Eradicate Poverty Through Education". NHCG provides emergency groceries, school supplies, scholarship grants, holiday meals and gifts to help low-income families with at-risk children. NHCG helps low-income parents while educating them about the importance of education for their children as a way to end poverty. NHCG distributes food and school supplies at selected low-income area schools after parent educational classes. This has proven to engage the parents with the school and teachers.

Yr Founded: 2003

Total Current Operating Budget for 2018: \$182,072

Primary Source (s) of Funds: Community Development Commission LA County, Hilda Solis, District 1, Supervisor Hahn, LA County District 4, Kaiser Foundation, Richard Foundation, Grants, Private Donations,

Date Last Audited: Certified Financial Statement as of May 10, 2016 **Fed Tax ID#** 75-3132090

Purpose of Gabriel Foundation Grant: Matching Funds are needed to match LA Community Development Commission District 1, to provide emergency food bags and school supplies for two elementary schools with high enrollment of At-Risk and Title I Children. The Project is called FIESTA.

New Horizons Caregivers Group, (NHCG), Project FIESTA stands for "Family Incentives Equals Students Taking Action". This year NHCG with the support of the Gabriel Foundation would like to continue helping low-income families and the homeless families in the Hacienda La Puente School District. This equates to approximately 1260 family members, mostly children, benefiting from free grocery and school supplies every month.

Amount Requested: \$7,500.00 **Total Project Cost:** \$182,072

Geographic Area Served: La Puente, California

Project Time Period: This funding will cover a portion of the costs for monthly food/school supply distributions from April through Nov, 2018. Summer months are critical to continue providing assistance due to the fact that the children are not in school and do not have access to free breakfasts or lunches.

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

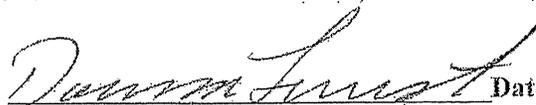
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Signature of Contact Person:

 **Date:** 12-27-17



GRANT APPLICATION

Legal Name of Organization Educational Bridge Foundation

Address 341 South La Seda Road

City La Puente State CA Zip 91744

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Former Assemblyman/
Attorney-at-Law

DAVID PEREZ

KENNETH J. RAMMELL
CPA, Retired

*Deceased

Authorized Contact Person Maura E. Murabito

LPVROP Superintendent and Member
Title LPVROP Superintendent and Member Phone (626) 810-3300, Ext. 242

Purpose of Organization: Bridge the gap between state funding and the unfunded needs of students served by the La Puente Valley Regional Occupational Program. State funds are not available for student recognition.

Year Founded 1998 Total Current Operating Budget \$28,000

Primary Source(s) of Funds Contributions from individuals, businesses & corporations.

Date Last Audited November, 2007 Federal Tax ID 95-4749657

Purpose of Gabriel Foundation Grant To encourage disadvantaged students to realize their educational dreams of recognition of high school students.

Amount Requested \$10,000 Total Project Cost \$20,000

Geographic Area Served Bassett USD, Hacienda La Puente USD & Rowland USD.

Project Time Period January 2018 - June 2018

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

The proposal should include: Needs statement, specific objectives, your organization's qualifications, if the project is new or ongoing, constituency served, community and volunteer involvement, evaluation and sources listed. Please include pertinent publications.

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Signature of Contact Person Maura E. Murabito Date 12/7/17

PO Box 7006

City of Industry, CA 91744

Telephone 626-961-6892 Fax 626-961-0691

www.gabrielfoundation.gives



GRANT APPLICATION

Legal Name of Organization INDUSTRY SHERIFF'S YOUTH ACTIVITIES LEAGUE

Address 150 HUDSON AVE.

City INDUSTRY State CA Zip 91744

Authorized Contact Person JEFF DOMINGO

Title DEPUTY SHERIFF Phone (626) 934 3079

Purpose of Organization: PROVIDE POSITIVE INTERACTION BETWEEN POLICE AND THE COMMUNITY. PROVIDE YEAR ROUND AFTER SCHOOL AND SUMMER PROGRAMS TO KIDS AGE 7-17 YEARS OLD.

Year Founded 1991 Total Current Operating Budget \$ 187,400.00

Primary Source(s) of Funds GRANTS, DONATIONS & FUNDRAISERS.

Date Last Audited APRIL 2014 Federal Tax ID 95-43502187

Purpose of Gabriel Foundation Grant WILL BE USED TO PURCHASE FOOD, SUPPLIES, SHIRTS, HATS AND EQUIPMENT FOR OUR SUMMER CAMPS (CAMP COURAGE)

Amount Requested \$ 30,000.00 Total Project Cost \$ 32,000.00

Geographic Area Served LOW INCOME, AT-RISK YOUTH

Project Time Period MAY THROUGH AUGUST

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

The proposal should include: Needs statement, specific objectives, your organization's qualifications, if the project is new or ongoing, constituency served, community and volunteer involvement, evaluation and sources listed. Please include pertinent publications.

Also submit a copy of the most recent IRS letter on your organization's tax-exempt status, a copy of your application for tax-exempt status, or evidence that your agency is a governmental unit. NOTE: A federal tax or employer ID number of a state tax-exempt certification does not prove federal tax-exempt status.

Any information, photos or other material you provide in your proposal may be used in the Foundation's press releases, reports, research or other published matter unless confidentiality is specifically requested.

PLEASE ENCLOSE A COPY OF YOUR LATEST FORM 990, EXEMPT ORGANIZATION RETURN.

Signature of Contact Person [Signature] Date 12/11/2017

PO Box 7006
City of Industry, CA 91744

Telephone 626-961-6892 Fax 626-961-0691

www.gabrielfoundation.gives

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FAITH M. LUNDGREN

*Deceased



GRANT APPLICATION

Legal Name of Organization Friends of the Heart

Address 1006 E. Cypress St.

City Covina State CA Zip 91724

Authorized Contact Person Sylvia Rocha

Title CEO/Founder Phone (626) 277-5026

Purpose of Organization: To help with need of children entering into the foster care system.

And provide support to families in need.

Year Founded 2001 Total Current Operating Budget 2500.00

Primary Source(s) of Funds Donations - Grants - Fundraisers

Date Last Audited n/a Federal Tax ID 45-0465133

Purpose of Gabriel Foundation Grant To continue providing welcome bags to children. Purchase items needed for our current events.

Amount Requested \$5,000.00 Total Project Cost \$24,000

Geographic Area Served Los Angeles - Riverside County

Project Time Period One year

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

The proposal should include: Needs statement, specific objectives, your organization's qualifications, if the project is new or ongoing, constituency served, community and volunteer involvement, evaluation and sources listed. Please include pertinent publications.

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Signature of Contact Person Sylvia Rocha Date 12/31/17

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*Deceased



I.D. NO. 95-4021729

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FAITH M. LUNOGRÉN

*Deceased

GRANT APPLICATION

Legal Name of Organization Boys & Girls Club of West San Gabriel Valley

Address 328 S. Ramona Ave.

City Monterey Park State CA Zip 91754

Authorized Contact Person Charles Karsch

Title Assoc. Executive Director Phone (626) 573-2831

Purpose of Organization: Our mission is to enable all young people, especially those who need us the most, to reach their full potential as productive, caring, responsible citizens.

Year Founded 1972 Total Current Operating Budget \$3,817,000

Primary Source(s) of Funds grants and contributions

Date Last Audited 6/30/2017 Federal Tax ID 95-2782501

Purpose of Gabriel Foundation Grant To fund Project Learn at our Baldwin Park location. Project Learn is an educational enhancement program designed to engage young people in learning, support them academically, and help them become lifelong learners.

Amount Requested \$5,000 Total Project Cost \$30,000

Geographic Area Served Baldwin Park and East San Gabriel Valley

Project Time Period January 2018-December 2018

Your proposal of no more than 5 pages must be attached to this form and returned to the Gabriel Foundation.

The proposal should include: Needs statement, specific objectives, your organization's qualifications, if the project is new or ongoing, constituency served, community and volunteer involvement, evaluation, and sources listed. Please include pertinent publications.

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PLEASE ENCLOSE A COPY OF YOUR LATEST FORM 990, EXEMPT ORGANIZATION RETURN.

Signature of Contact Person [Handwritten Signature] Date 1/8/18

PO Box 7006
City of Industry, CA 91744

Telephone 626-961-6892 Fax 626-961-0691
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**The Gabriel Foundation
Treasurer's Report
December 31, 2017**

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The Gabriel Foundation
Balance Sheet - Prior Year Comparison
December 31, 2017 and 2016

	<u>Dec 31, 17</u>	<u>Dec 31, 16</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
Petty cash	100	100	0
Checking - Bank of America	40,610	23,740	16,870
Savings - Bank of America	38,410	73,981	(35,571)
Total Checking/Savings	<u>79,120</u>	<u>97,821</u>	<u>(18,701)</u>
Total Current Assets	<u>79,120</u>	<u>97,821</u>	<u>(18,701)</u>
TOTAL ASSETS	<u><u>79,120</u></u>	<u><u>97,821</u></u>	<u><u>(18,701)</u></u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Backup withholding	3,212	2,405	807
Credit card - Bank of America	1,530	0	1,530
Payroll taxes payable	1,154	453	701
Total Other Current Liabilities	<u>5,896</u>	<u>2,858</u>	<u>3,038</u>
Total Current Liabilities	<u>5,896</u>	<u>2,858</u>	<u>3,038</u>
Total Liabilities	5,896	2,858	3,038
Equity			
Undesignated funds, beginning	94,963	38,654	56,309
Contributions and grants	(75,943)	(40,395)	(35,548)
Net Income	54,204	96,704	(42,500)
Total Equity	<u>73,224</u>	<u>94,963</u>	<u>(21,739)</u>
TOTAL LIABILITIES & EQUITY	<u><u>79,120</u></u>	<u><u>97,821</u></u>	<u><u>(18,701)</u></u>

43,387

**The Gabriel Foundation
Schedule of Grants Paid Out**

<u>ORGANIZATIONS</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Industry Sheriffs Youth Activities League	22,000	11,000	22,000	20,000	20,000	20,000
Delhaven Community Center	22,000	11,000	22,000	20,000	20,000	20,000
Y.M.C.A. - swim program	6,500	3,250	6,500	6,000	6,000	6,000
Educational Bridge Foundation	5,000	2,500	5,000	4,000	4,000	4,000
SGV Foundation for Dental Health	2,500	1,250	2,500	2,000	2,000	2,000
Citrus Valley Health Foundation	5,000	2,500	5,000	4,000	4,000	4,000
Friends of the Heart	2,500	1,250	2,500	2,000	2,000	2,000
New Horizons Caregivers Group	3,500	1,750	3,500	3,000	3,000	3,000
East Valley Boys and Girls Club	2,500	1,250	2,500	2,000	2,000	2,000
Delhaven Volunteers	3,943	4,145	4,725	3,440	3,440	2,892
Workman High School	500	500	500	500	500	1,000
	<u>75,943</u>	<u>40,395</u>	<u>76,725</u>	<u>66,940</u>	<u>66,940</u>	<u>66,892</u>

The Gabriel Foundation
Profit and Loss as Adjusted - Prior Year Comparison
Years Ended December 31, 2017 and 2016

	Actual 2017	Prepaid Exp from 2016	Unpaid 2017	Adjusted 2017	Adjusted 2016	Difference
Income						
Sponsors	211,325		6,250	217,575	241,350	(23,775)
Ticket sales	58,607			58,607	75,458	(16,851)
Auction (Live)	300			300		300
Auction (Silent)	5,908		14	5,922	7,714	(1,792)
Beer Garden	0			0	1,419	(1,419)
Contributions	60			60	1,100	(1,040)
Dance	1,410			1,410	1,539	(129)
Food concessions	7,375			7,375	7,150	225
Pony rides	892			892	1,134	(242)
Retail vendors	2,250			2,250	4,275	(2,025)
Souvenir income	7,040			7,040	4,865	2,175
Taste of the Town	2,075			2,075		2,075
Welcome Party Raffle	1,819			1,819	1,520	299
Total Income	299,061	0	6,264	305,325	347,524	(42,199)
Expense						
Direct expenses						
Prize money	60,000			60,000	60,000	0
Rodeo producer	54,900			54,900	49,250	(5,650)
Announcer and sound	5,000			5,000	5,750	750
County animal control license	275			275	275	0
Feed and hay	1,716			1,716	1,370	(346)
Grounds rental	500			500	500	0
PRCA/WPRA fees	3,355			3,355	3,290	(65)
Signs and banners	2,181			2,181	1,151	(1,030)
Specialty acts and grand entry	6,929		700	7,629	15,609	7,980
Stalls, shavings etc	1,418			1,418	1,512	94
Veterinarian	1,000			1,000	1,000	0
Total Direct expenses	137,274	0	700	137,974	139,707	1,733
Indirect expenses						
Committee shirts				0	312	312
Dance	725			725	800	75
First aid services			1,200	1,200	1,200	0
Golf carts	150			150	0	(150)
Goodie bags				0	144	144
Hospitality corral	754			754	1,008	254
Ice			800	800	808	8
Lodging	900	43,387		44,287	3,366	(40,921)
Petting zoo	1,625			1,625	1,625	0
Photographer/photos	93			93	104	11
Pony rides	1,500			1,500	1,300	(200)
Portable toilets	1,064			1,064	1,028	(36)
Printing	5,374			5,374	5,731	357
Radios	222			222	225	3
Silent auction		545		545	575	30

The Gabriel Foundation
Profit and Loss as Adjusted - Prior Year Comparison
Years Ended December 31, 2017 and 2016

	Actual 2017	Prepaid Exp from 2016	Unpaid 2017	Adjusted 2017	Adjusted 2016	Difference
Souvenir expense	3,477			3,477	1,224	(2,253)
Sponsor's meals	3,020			3,020	3,780	760
Supplies	1,778			1,778	551	(1,227)
Video	1,710			1,710	1,467	(243)
Volunteers expense	759			759	349	(410)
Welcome Party	7,629			7,629	7,106	(523)
Welcome Party Raffle		544		544	574	30
Total Indirect expenses	30,780	44,476	2,000	77,256	33,277	(43,979)
Advertising and promotion						
Advertising	27,000			27,000	34,996	7,996
Marketing	16,500			16,500	0	(16,500)
Program Book	12,175			12,175	13,609	1,434
Website	35			35	2,500	2,465
Other	375			375	0	(375)
Total Advertising and promotion	56,085	0	0	56,085	51,105	(4,980)
Overhead						
Office salary	15,400		1,400	16,800	16,800	0
Payroll tax expense	1,360		107	1,467	1,719	252
Mileage	3,670			3,670	3,725	55
Bank charges	121			121	208	87
Committee meetings	254			254	66	(188)
Fax	0			0	255	255
Insurance	2,928			2,928	2,928	0
Ipad rental	152			152	0	(152)
Merchant fees	664			664	1,067	403
Office equipment	54			54	374	320
Office expense	665			665	660	(5)
Postage	398			398	169	(229)
Telephone	2,785			2,785	2,998	213
Workers comp insurance	500			500	402	(98)
Total Overhead	28,951	0	1,507	30,458	31,371	913
Total Expense	253,090	44,476	4,207	301,773	255,460	(46,313)
Net Rodeo income	45,971	(44,476)	2,057	3,552	92,064	(88,512)
Other Income						
Foundation income (expense)						
Income						
Grants and contributions	6,200		1,000	7,200	3,213	3,987
Dues	1,600		200	1,800	1,700	100
Interest income	17			17	5	12
Total Income	7,817	0	1,200	9,017	4,918	4,099

The Gabriel Foundation
Profit and Loss as Adjusted - Prior Year Comparison
Years Ended December 31, 2017 and 2016

	Actual 2017	Prepaid Exp from 2016	Unpaid 2017	Adjusted 2017	Adjusted 2016	Difference
Expenses						
Advertising and promotion	(120)			(120)	(150)	30
Insurance (D & O)	(1,150)			(1,150)	(1,150)	0
Board meeting expense				0		0
Paypal fees				0	(1)	1
Printing				0		0
Trademark expense				0		0
Taxes and fees	(50)			(50)	(55)	5
Total Expenses	(1,320)	0	0	(1,320)	(1,356)	36
Net Foundation income	6,497	0	1,200	7,697	3,562	4,135
Net Rodeo and Foundation Income	52,468	(44,476)	3,257	11,249	95,626	(84,377)
Net Income	52,468	(44,476)	3,257	11,249	95,626	(84,377)

Net income recap

	<u>Jan - Dec 17</u>	<u>Jan - Dec 16</u>
Total net income (as per balance sheet)	54,204	96,704
Less income (loss) for prior year Foundation	(100)	
Less income (loss) for prior year Rodeos	(2,243)	(3,519)
Add prepaid expenses for next year	607	1,089
Adjusted current year income	52,468	94,274
Subsequent Rodeo activity rec'd (paid)		2,243
Subsequent Found.. activity rec'd (paid)		100
Less prepaid expenses from earlier years		(991)
Revised net realized	52,468	95,626
Less prepaid expenses from prior year	(1,089)	
Additional Rodeo net income expected	2,057	
Additional Found. net income expected	1,200	
Revised final net rodeo income	<u>54,636</u>	<u>95,626</u>

**THE GABRIEL FOUNDATION
RODEO PROFIT AND LOSS - RECAP BY YEAR**

	2017	2016	2015	2014	2013	2012
INCOME						
Sponsors	217,575	241,350	186,550	203,975	196,375	187,100
Tickets	58,607	75,458	45,664	59,772	56,799	58,904
Auction (Live)	300					
Auction (Silent)	5,922	7,714	7,987	7,567	7,029	8,303
Beer Garden		1,419				
Dance	1,410	1,539	830	772	1,210	1,117
Donations	60	1,100	2,389	2,054	7,445	471
Food concessions	7,375	7,150	5,625	6,225	6,000	5,600
Pony rides	892	1,134	948	957	852	964
Retail booths	2,250	4,275	2,200	3,000	3,600	3,200
Souvenir income.	7,040	4,865	6,027	5,451	4,580	3,645
Tasee of the Town	2,075					
Welcome Party Raffle	1,819	1,520	2,521	2,130	1,411	1,731
TOTAL INCOME	305,325	347,524	260,741	291,903	285,301	271,035
EXPENSES						
DIRECT						
Producer	54,900	49,250	49,250	49,250	44,950	44,850
Prize money & belt buckle	60,000	60,000	31,000	28,000	28,000	28,000
Announcer and sound	5,000	5,750	5,000	5,000	5,000	5,000
County nimal control license	275	275	275	275	300	300
Feed & hay	1,716	1,370	1,260	1,439	1,305	1,350
Grounds rental (after 2004)	500	500	500	500	500	500
PRCA / WPRA fees	3,355	3,290	2,580	2,500	2,500	2,500
Signs & banners	2,181	1,151	1,621	6,020	2,619	3,862
Specialty acts and grand entry	7,629	15,609	13,505	14,540	13,592	7,782
Stalls, shavings etc	1,418	1,512	2,670			
Veterinarian	1,000	1,000	1,000	0	1,500	1,500
TOTAL DIRECT EXPENSES	137,974	139,707	152,048	107,524	143,287	95,644
INDIRECT						
Committee shirts		312				27
Dance	725	800	800	650	650	650
First aid services	1,200	1,200	1,200	900	900	900
Golf carts	150					
Goodie bags		144	255		260	473
Hospitality corral	754	1,008	1,023	742	557	669
Ice	800	808	1,170	1,092	1,092	1,092
Lodging	900	3,366	1,927	235		
Petting zoo	1,625	1,625	1,625	1,625	1,625	1,625
Photographer/photos	93	104		519	308	31
Pony Rides	1,500	1,300	1,300	1,300	1,300	1,400
Portable toilets	1,064	1,028	1,014	1,160	1,045	1,160
Printing	5,374	5,731	29,399	29,021	28,713	25,682
Radios	222	225	225	225	260	260
Silent auction	545	575	496	645	149	1,579
Souvenirs expense	3,477	1,224	3,509	2,504	2,599	2,639
Sponsor's meals	3,020	3,780	3,559	4,663	4,128	4,541
Supplies	1,778	551	938	810	600	731
Video	1,710	1,467	2,371		1,350	1,400
Volunteers expenses	759	349	564	497	483	400
Welcome party	7,629	7,106	6,308	5,468	8,566	7,478
Welcome Party Raffle	544	574	495	645		451
Friends of the Rodeo/Animal rights			700	700	700	500
Refrigerated trailer			550			
TOTAL INDIRECT EXPENSES	33,869	33,277	59,428	53,401	55,285	53,688

**THE GABRIEL FOUNDATION
RODEO PROFIT AND LOSS - RECAP BY YEAR**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
EXPENSES (CONT'D)						
ADVERTISING & PROMOTION						
Advertising	27,000	34,996	35,259	36,412	33,953	33,637
Marketing	16,500					
Program book	12,175	13,609				
Website	35	2,500				
Other	375					
TOTAL ADVERTISING & PROMOTION	<u>56,085</u>	<u>51,105</u>	<u>35,259</u>	<u>36,412</u>	<u>33,953</u>	<u>33,637</u>
OVERHEAD						
Office salary	16,800	16,800	17,184	22,742	20,336	22,059
Payroll tax expense	1,467	1,719	1,835	2,586	2,159	1,627
Mileage	3,670	3,725	3,493	4,294	4,265	4,260
Bank Charges	121	208		12		
Committee meetings	254	66	49	212	243	337
Fax	0	255	746	716	670	607
Insurance	2,928	2,928	2,720	3,005	2,447	2,445
Ipad rental	152					
Merchant fees	664	1,067	1,183	824	1,047	1,338
Miscellaneous	0		12			
Office equipment	54	374			509	1,082
Office expense	665	660	121	1,265	2,399	1,260
Postage	398	169	464	727	852	1,119
Telephone	2,785	2,998	3,218	3,301	3,686	2,656
Worker' Comp Insurance	500	402	333	241	236	237
Flowers/Donations						100
Repairs and maintenance	0		30	198	15	
Website/Internet/DSL						450
TOTAL OVERHEAD EXPENSES	<u>30,458</u>	<u>31,371</u>	<u>31,388</u>	<u>40,123</u>	<u>38,864</u>	<u>39,577</u>
TOTAL EXPENSES	<u>258,386</u>	<u>255,460</u>	<u>278,123</u>	<u>237,460</u>	<u>271,389</u>	<u>222,546</u>
NET RODEO	<u>46,939</u>	<u>92,064</u>	<u>(17,382)</u>	<u>54,443</u>	<u>13,912</u>	<u>48,489</u>

THE GABRIEL FOUNDATION
RODEO PROFIT AND LOSS - RECAP BY YEAR

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
<u>Rodeo Income for current year</u>						
As per original year	45,971	90,812	24,727	56,025	51,267	31,586
Less prepaid expenses from prior year	(1,089)	(991)	(2,241)	(2,352)		
Subsequent Rodeo activity rec'd (paid)		2,243	3,519	1,068	5,666	17,052
	<u>44,882</u>	<u>92,064</u>	<u>26,005</u>	<u>54,741</u>	<u>56,933</u>	<u>48,638</u>
Revised net realized	44,882	92,064	26,005	54,741	56,933	48,638
Additional Rodeo net income expected	2,057			(298)		(149)
Revised final net rodeo income	<u>46,939</u>	<u>92,064</u>	<u>26,005</u>	<u>54,443</u>	<u>56,933</u>	<u>48,489</u>
<u>Foundation Income for current year</u>						
As per original year	6,597	3,462	5,822	16,975	30,022	13,713
Subsequent Found.. activity rec'd (paid)	(100)	100				13,133
Less:						
Prior year Foundation money reported					(13,133)	(5,200)
	<u>6,497</u>	<u>3,562</u>	<u>5,822</u>	<u>16,975</u>	<u>16,889</u>	<u>21,646</u>
Revised net realized	6,497	3,562	5,822	16,975	16,889	21,646
Additional Found. net income expected	1,200	200				
Revised final foundation income	<u>7,697</u>	<u>3,762</u>	<u>5,822</u>	<u>16,975</u>	<u>16,889</u>	<u>21,646</u>
<u>Total income with Foundation</u>						
As per original year	52,568	94,274	30,549	73,000	81,289	45,299
Less prepaid expenses from prior year	(1,089)	(991)	(2,241)	(2,352)		
Subsequent Rodeo activity rec'd (paid)	0	2,243	3,519	1,068	5,666	17,052
Subsequent Found.. activity rec'd (paid)	(100)	100	0	0	0	13,133
Less:						
Prior year Foundation money reported	0	0	0	0	(13,133)	(5,200)
	<u>51,379</u>	<u>95,626</u>	<u>31,827</u>	<u>71,716</u>	<u>73,822</u>	<u>70,284</u>
Revised net realized	51,379	95,626	31,827	71,716	73,822	70,284
Additional Rodeo net income expected	2,057	0	0	(298)	0	(149)
Additional Found. net income expected	1,200	200		0	0	0
Revised final net rodeo income	<u>54,636</u>	<u>95,626</u>	<u>31,827</u>	<u>71,418</u>	<u>73,822</u>	<u>70,135</u>

The Gabriel Foundation Sponsor Listing - Recap by Year and Type

Sponsor	2017	2016	2015	2014	2013	2012
Major						
City of Industry	105,000	50,000				
Industry Mfg. Council	City of Industry	55,000	55,000	55,000	55,000	55,000
Total Major	105,000	105,000	55,000	55,000	55,000	55,000
Platinum/Patron						
Majestic Realty Co.	15,000	15,000	15,000	15,000	15,000	15,000
Pacific Palms Resort (form.Sher)	10,000	10,000	10,000	10,000	10,000	10,000
San Gabriel Tribune	in kind	in kind	in kind	in kind	in kind	in kind
CNC Engineering	corporate	corporate	corporate	corporate	corporate	10,000
Donlon Builders		rodeo ptr	chute	rodeo ptr	rodeo ptr	arena
Total Patron	25,000	25,000	25,000	25,000	25,000	35,000
Corporate						
CNC Engineering	5,000	5,000	5,000	5,000	5,000	patron
Industry Security Systems	5,000	5,000	5,000			
Logistics Team (formerly UNIS)	5,000	5,000				
Majestic Realty Co.	platinum	platinum	platinum	platinum	platinum	platinum
Pacific Palms Resort (form.Sher)	patron	patron	patron	patron	patron	patron
Prolacta Bioscience		5,000	5,000	5,000		
Donlon Builders		rodeo ptr	chute	rodeo ptr	rodeo ptr	arena
Griffith Company		rodeo ptr		5,000	5,000	arena
Richards, Watson & Gershon			contribution	5,000	5,000	5,000
CGM Development (Foundation) Chang				rodeo ptr	rodeo ptr	grandstand
Total Corporate	15,000	20,000	15,000	20,000	15,000	5,000
Event						
Comerica Bank	3,500	3,500	3,000	3,000	3,000	3,000
Daum Commercial Real Estate	1,000	3,500	3,000			
Essendent	3,500	3,500	3,000	United	United	United
Grace In L.A.	3,725			grandstand		
Paramount Can Company	3,500	3,500	3,000	3,000	3,000	3,000
Valley Vista Disposal	3,500	3,500	3,000	3,000	3,000	3,000
Western Insurance & Marketing	3,500	3,500	3,000	2,500	3,000	3,000
United Stationers Charitable Trust	Essendent	Essendent	Essendent	3,000	3,000	3,000
Industry Security Service, inc.	corporate	corporate	corporate	4,000	4,000	3,000
Haddick's Towing	arena	arena	3,000	3,000	3,000	3,000
NRG Energy Inc	arena	3,500	3,000	3,000		
A.M.P. Tree Services, Inc.		3,500	3,000	3,000	chute	arena
Anheiser Busch		3,000	3,000	3,000	3,000	
CT Realty		3,500	3,000	3,000	3,000	
Dedeaux properties		arena	3,000			
Leg Avenue, Inc.			arena	3,000	3,000	3,000
Puente Hills Auto (Hitchcock)				arena	rodeo ptr	arena
Buke, Williams & Sorensen, LLP				3,000	3,000	3,000
Service Bros Transport				3,000	rodeo ptr	
Walnut Creek Edison (Mission Energy)				3,000	3,000	3,000
State Farm Insurance					chute	3,000
U.S. Security Associates, Inc.					grandstand	
Superior Super Warehouse						grandstand
Robert & Sandra Dipre						
Total Event	22,225	34,500	36,000	45,500	37,000	33,000
Scoreboard						
Wal-Mart Foundation						Kid's Day
Total Scoreboard	0	0	0	0	0	0
Kid's Day						
Fairplex	2,500	2,500				
Tropicana	arena	Donation	Donation	Donation	Donation	Donation
Wal-Mart Foundation						500
Total Kid's Day	2,500	2,500	0	0	0	500

The Gabriel Foundation

Sponsor Listing - Recap by Year and Type

Sponsor	2017	2016	2015	2014	2013	2012
Chute, Exp Arena and Arena						
Chute						
Bryan Press	1,000	1,500	2,000	2,000	2,000	2,000
Casso & Sparks	3,000	3,000				
Foothill Transit	3,000	3,000	2,000	2,000	2,000	exp arena
Leighton & Associates	3,000	3,000	2,000	2,000	2,000	2,000
Quemetco, Inc	3,000	3,000	2,000	2,000	2,000	2,000
Hill Brothers Chemical Company	3,000	arena	arena	arena	arena	arena
A.M.P. Tree Services, Inc.	event	event	event	event	2,000	arena
Paramount Can Company	event	event	event	event	event	event
United Stationers Charitable Trust	event	event	event	event	event	event
Donlon Builders	rodeo ptr	rodeo ptr	2,000	rodeo ptr	rodeo ptr	arena
Historical Resources (Homestead)	rodeo ptr	3,250	2,250	2,250	2,250	2,250
Kleinfelder	grandstand	grandstand	2,000	2,000	2,000	2,000
Citizens Business Bank	grandstand	grandstand	grandstand	grandstand	grandstand	grandstand
American Medical Response	in kind					
Courtyard by Marriot (IMC)			1,000	1,000	1,000	1,000
Placeworks			2,000	2,000		
Van Wagner Communications				2,000	2,000	2,000
The Planning Center (Dwayne Mears)					2,000	2,000
State Farm Insurance					2,250	event
The Duncan Appraisal Corporation					rodeo ptr	rodeo ptr
Moore Stephens Wurth Frazer & Torbet, LLP						arena
Total Chute	16,000	16,750	17,250	17,250	21,500	15,250
Expanded Arena						
Rammell & Company	1,500	1,500	1,500	1,500	1,500	rodeo ptr
Foothill Transit	chute	chute	chute	chute	chute	500
Leo Hoffman Chevrolet/Puente Hills Chev			arena	arena	arena	
Chick Fil A	in kind					
Chalmers Corporation (C.E.G.)		1,500	1,500	1,500	1,500	1,500
Waba Grill				1,500	1,500	1,500
Total Expanded Arena	1,500	3,000	3,000	4,500	4,500	3,500
Arena						
Industry Hills Expo Center	1,000	2,000				
Clear Channel Worldwide	1,000	1,000	1,000	1,000	rodeo ptr	rodeo ptr
Clearman's North Woods Inn	1,000	1,000	1,000	1,000	1,000	1,000
Frazer LLP	1,000	1,000	1,000	1,000	1,000	
Hitchcock Automotive	1,000	1,000	1,000	1,000	rodeo ptr	1,000
In-N-Out Burger	1,000	1,000	1,000	1,000	1,000	rodeo ptr
Ironworkers Local #433	1,000	1,000	1,000	1,000	1,000	1,000
Morehouse Foods, Inc.	1,000	1,000	1,000	1,000	1,000	1,000
O'Tasty Foods Inc.	1,000	1,000	1,000	1,000	1,000	1,000
Square Root Golf and Landscape	1,000	1,000	1,000	1,000	in kind	1,000
So Calif Gas Co	1,000		1,000	rodeo ptr	1,000	1,000
Haddick's Towing	1,000	1,000	arena	arena	arena	arena
VIP Wheatgrass	1,000	1,000				
NRG Energy Inc	1,000	event	event	event		
Tropicana	1,000	donation	donation	donation	donation	donation
Daum Commercial Real Estate	event	event	event			
Hill Brothers Chemical Company	chute	1,000	1,000	1,000	1,000	1,000
Upper SGV Municipal Water	rodeo ptr					
Sam's Club	grant	1,000	1,000	1,000	1,500	1,000
Dedeaux properties		1,000	arena			
El Tepeyac Restaurant		1,000	1,000	1,000	1,000	rodeo ptr
A.M.P. Tree Services, Inc.		event	event	event	chute	1,000
Donlon Builders		rodeo ptr	chute	rodeo ptr	rodeo ptr	1,000
Griffith Company		rodeo ptr		corporate	corporate	1,000
Edison Internation (S.C.E.)			1,000	1,000	1,000	
Leg Avenue, Inc.			1,000	event	event	event
Leo Hoffman/Puente Hills Chevrolet			1,000	1,000	1,000	

The Gabriel Foundation

Sponsor Listing - Recap by Year and Type

Sponsor	2017	2016	2015	2014	2013	2012
Oltmans Construction			rodeo ptr		1,000	
Opti Color				1,000		
AllFast fastening Systems, Inc.				rodeo ptr	rodeo ptr	rodeo ptr
CGM Development (Foundation) Chang				rodeo ptr	rodeo ptr	grandstand
Fonda Don Chon Restuarat					1,000	
Temple CB LLC					1,000	
Puente Hills Hyundai					rodeo ptr	rodeo ptr
Frazer Frost, LLP						1,000
Rose Hills Memorial Park (Skyrose Chapel)						1,000
Robert & Sandra Dipre						
Total Arena	15,000	17,000	16,000	15,000	15,500	14,000
Total Chute, Exp Arena and Arena	32,500	36,750	36,250	36,750	41,500	32,750
Rodeo Ptr/Exp Grandstand						
All Green insulation, Inc.	500	500	500	500	500	500
Ardent Environmental Group, Inc.	500	500	500	500	500	500
Capital Protection, Inc.	500	500	500	500	500	grandstand
Cardinal Industrial Finishes	500	500	500	500	500	
Harris, Curtis and Leona	500	500	500	500	grandstand	
General Sealants	500	500	500	500	500	500
Janus Pest Management, Inc.	500	500		grandstand	grandstand	grandstand
Mark Morely, DDS	500	500	500			
Minuteman Transport, Inc.	500	500	500	500	500	500
Pacheco & Pacheco/Western Hardware Cor	500	500	500	500	500	500
Puente Ready Mix	500	500	grandstand	grandstand	grandstand	grandstand
Sign Depot, Inc.	500	500	500	500	500	500
Superior Profiles, Inc.	500	500	500	500	500	500
Thrifty Horse	500	500	500	500	500	500
B & B Carpet Care	100	100	100	100	in kind	250
Maschio, Charles and Frances	500	grandstand	grandstand	grandstand	grandstand	grandstand
Fratto Chiropractic (Industry Chiro)	500	grandstand	grandstand	grandstand	grandstand	grandstand
Historical Resources (Homestead)	500	chute	chute	chute	chute	chute
Hartmann, Larry & Corinne	500					
One West Bank	1,000					
Upper San Gabriel Valley Water district	500	in kind	750	750	750	750
So Calif Gas Co	chute		arena	500	arena	arena
Chalmers Corporation	exp arena					
Rammell & Company	exp arena	500				
Clear Channel Worldwide	arena	arena	arena	arena	500	500
El Tepeyac Cage Inc	arena	arena	arena	arena	arena	500
In-N-Out Burger	arena	arena	arena	arena	arena	500
Puente Hills Auto (Hitchcock)	arena	arena	arena	arena	500	arena
Barbara Seal	grandstand	500	500			
California Country Club	grandstand	grandstand	grandstand	grandstand	grandstand	grandstand
Western Milling (formerly O.H. Kruse)	in kind					
AllFast fastening Systems, Inc.		500		500	500	500
CBRE (CB Richard Ellis)		500	500	500	500	500
Donlon Builders		500	chute	500	500	arena
Griffith Company		500		corporate	corporate	arena
La Puente Valley ROP		500	500	500	grandstand	grandstand
Marvin Schildkraut		500	500	500	500	500
S. Sanders Company		500	500	500	500	500
Weatherite Corp.		grandstand	500	500	500	500
Clarion Construction, Inc.			750	750	750	750
Oltmans Construction			500		arena	
Puente Hills Mall (Glincher)			500	500	500	500
Taipai Fubon Commercial Bank			500	500	500	500
CDC Small Business Finance (Dean G Aloe)				500	500	500
CGM Development (Foundation) Chang				500	500	grandstand
Charlie Aguirre				500	500	500
Mazda of Puente Hills				500		

The Gabriel Foundation Sponsor Listing - Recap by Year and Type

Sponsor	2017	2016	2015	2014	2013	2012
Service Bros Transport				event	500	
CBS Outdoor					500	500
The Duncan Appraisal Corporation					500	500
Puente Hills Hyundai					500	500
D C Moss						500
Gayton Foods						500
G & L Food Wgikesaker						500
Great Commission Church						500
SBF (Sign & Banner Factory)						500
Superior Super Warehouse						grandstand
Vinh-Sanh Trading Corp.						grandstand
TRC International Corp						
Brea Canyon Insulation (Gary Dudley)						
Total Rodeo Ptr/Exp Gdtsd	10,600	11,100	12,100	14,100	15,000	16,250
Grandstand						
AEI-CASC Consulting	250	250	250	250	250	250
California Country Club	250	250	250	225	225	250
Citizens Business Bank	250	250	250	250	250	250
Coastal Comprehensive Ins Agency, Inc.	250	250	250	250	250	250
Deer Creek Hat Co	250	250	250	250		
El Pueblo Burger	250	250	250	250		250
Hacienda Village Meats	250	250	250	250	250	250
Huntington Marketing	250	250	250			
Industry Hills Rotary Club	250	250	500	250	250	250
Industry Lift, Inc.	250		250	250	250	250
Kleinfelder	250	250	chute	chute	chute	chute
Lock's Plus	250	250	250	250	250	250
Maintex, Inc.	250	250	250	250	250	250
Morgan Termite	250	250	250	250		
Patrick W. Medlock, CPA	250	250	250	250	250	250
Robert (RH) Peterson Co.	250	250	250	250	250	250
The Label Shoppe	250					
New American Funding	250					
Barbara Seal	250	rodeo ptr	rodeo ptr			
Grace in L.A.	event			250		
Capital Protection, Inc.	rodeo ptr	250				
Curtins and Leona Harris	rodeo ptr	rodeo ptr	rodeo ptr	rodeo ptr	250	
Fratto Chiropractic (Industry Chiro)	rodeo ptr	250	250	250	250	250
General Sealants	rodeo ptr					
Janus Pest Management, Inc.	rodeo ptr	rodeo ptr		250	250	250
La Puente Valley ROP	rodeo ptr	rodeo ptr	rodeo ptr	rodeo ptr	250	250
Maschio, Charles and Frances	rodeo ptr	250	250	250	250	250
Puente Ready Mix	rodeo ptr	rodeo ptr	250	250	250	250
Bennitt, Carl and Lora		250	250	250	250	250
Bowden Development, Inc.		250	250	200	200	200
HS Shirts		250				
Joe Gonsalves & Son		250	200	200	200	200
Malcom, Thomas and Marillyn		250	250	250	250	250
Old World Deli		250				
Sachs, Don and Nanci		250	250	250	250	250
Whittemore, Ron		250	250	250	250	250
Weatherite Corp.		250	rodeo ptr	rodeo ptr	rodeo ptr	rodeo ptr
Briglio & Cheung			250	250	250	250
Partree Insurance			250	250	250	250
Stedry, Richard & Rebecca			250	250	250	250
Teknor Apex Company/Maclin Co.			250	250	250	250
Taipai Fubon Commercial Bank			rodeo ptr	rodeo ptr	rodeo ptr	rodeo ptr
Home Town Buffet			in kind	in kind	in kind	in kind
Dee Galbraith (in memory of)				250	250	250
Paragon Partners Ltd.				250	250	250
CGM Development (Foundation) Chang				rodeo ptr	rodeo ptr	250
C.V. Ice Company, Inc.					250	250

The Gabriel Foundation
Sponsor Listing - Recap by Year and Type

Sponsor	2017	2016	2015	2014	2013	2012
Mary Ann King					250	250
U.S. Security Associates, Inc.					250	
Coastline Equipment						250
Craig Chyrchel						200
Life Guard						250
Michael K. O'Shea DPM Inc.						250
Superior Super Warehouse						250
Vinh-Sanh Trading Corp.						250
D C Moss (Don Moss)						rodeo ptr
ATI Architects & Engineers						
Bolt Products Inc.						
JG Concrete Const., Inc.						
Loretta Lima Transportation						
Total Grandstand	4,750	6,500	7,200	7,625	7,875	9,600
Sponsorship Summary						
Major	105,000	105,000	55,000	55,000	55,000	55,000
Corporate	15,000	20,000	15,000	20,000	15,000	5,000
Patron	25,000	25,000	25,000	25,000	25,000	35,000
Event	22,225	34,500	36,000	45,500	37,000	33,000
Scoreboard	0	0	0	0	0	0
Kid's Day	2,500	2,500	0	0	0	500
Special	0	0	0	0	0	0
Chute/Arena	32,500	36,750	36,250	36,750	41,500	32,750
Rodeo Partner / Exp Grandstand	10,600	11,100	12,100	14,100	15,000	16,250
Grandstand	4,750	6,500	7,200	7,625	7,875	9,600
Grand Total Sponsorships	217,575	241,350	186,550	203,975	196,375	187,100
As per original year	211,325	237,600	183,050	202,225	191,125	170,325
Subsequent payments received		3,750	3,500	1,750	5,250	16,775
Subtotal	211,325	241,350	186,550	203,975	196,375	187,100
Additional payments expected	6,250					
Expected sponsorship totals expected	217,575	241,350	186,550	203,975	196,375	187,100
	0	0	0	0	0	0

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MARCH 22, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,787,624.99
103	PROP A FUND	21,033.14
120	CAPITAL IMPROVEMENT FUND	398,735.96
161	IPUC - ELECTRIC	449,451.84
440	IPFA FUND	2,195.00
600	DEVELOPER DEPOSIT TRUST FUND	3,540.50
TOTAL ALL FUNDS		3,662,581.43

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	432,021.79
REF	REFUSE - CKING ACCOUNT	1,359,581.38
WFBK	WELLS FARGO - CKING ACCOUNT	1,870,978.26
TOTAL ALL BANKS		3,662,581.43

APPROVED PER DIRECTOR OF FINANCE

CITY OF INDUSTRY

BANK OF AMERICA

March 22, 2018

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1438	02/28/2018		CITY OF INDUSTRY	\$10,625.98
	Invoice	Date	Description	Amount
	02/28/18	02/28/2018	REIMBURSE FOR GENERAL INSURANCE PREMIUM	\$10,625.98
1439	03/08/2018		CITY OF INDUSTRY	\$244,586.38
	Invoice	Date	Description	Amount
	03/08/18	03/08/2018	TRANSFER FUNDS-ELECTRIC	\$244,586.38
CITYGEN.CHK - City General				
WT1058	02/16/2018		JOHN HANCOCK USA	\$9,560.19
	Invoice	Date	Description	Amount
	JANUARY 2018	02/16/2018	PARS CONTRIBUTIONS FOR JANUARY 2018	\$9,560.19
WT1059	02/26/2018		MIDAMERICA ADMINISTRATIVE &	\$26,697.61
	Invoice	Date	Description	Amount
	MAR-APR2018	02/26/2018	MEDICAL PREMIUM REIMBURSEMENTS	\$26,697.61
WT1060	03/05/2018		CAL-PERS	\$46,737.03
	Invoice	Date	Description	Amount
	MARCH 2018	02/14/2018	CALPERS MEDICAL PREMIUM FOR MARCH 2018	\$46,737.03
24392	03/08/2018		INDUSTRY PROPERTY & HOUSING	\$7,000.00
	Invoice	Date	Description	Amount
	03/08/18	03/08/2018	TRANSFER FUNDS-IPHMA A/P	\$7,000.00
24393	03/08/2018		CIVIC RECREATIONAL INDUSTRIAL	\$70,000.00
	Invoice	Date	Description	Amount

CITY OF INDUSTRY

BANK OF AMERICA

March 22, 2018

Check	Date		Payee Name	Check Amount
	03/08/18	03/08/2018	TRANSFER FUNDS-CRIA A/P	\$70,000.00

PROPA.CHK - Prop A Checking

11760	03/08/2018		CITY OF INDUSTRY	\$16,814.60
	Invoice	Date	Description	Amount
	3/8/18	03/08/2018	TRANSFER FUNDS-PROP/A - A/P	\$16,814.60

Checks	Status	Count	Transaction Amount
	Total	8	\$432,021.79

CITY OF INDUSTRY
REFUSE VOIDED CHECKS
March 22, 2018

Check	Date		Payee Name	Check Amount
REFUSE - Refuse Account				
80035	01/11/2018	03/14/2018	GOKU HOT POT C/O ANDY YANG	(\$2,743.30)
	Invoice	Date	Description	Amount
	12/20/17	12/20/2017	REFUND-CID ACCOUNT #400439	(\$2,743.30)
80041	01/11/2018	03/14/2018	PALACE ENTERTAINMENT	(\$2,046.88)
	Invoice	Date	Description	Amount
	12/20/17	12/20/2017	REFUND-CID ACCOUNT #085374	(\$2,046.88)

Checks	Status	Count	Transaction Amount
	Total	2	(\$4,790.18)

CITY OF INDUSTRY

REFUSE

March 22, 2018

Check	Date			Payee Name	Check Amount
REFUSE - Refuse Account					
WT240	03/02/2018			CITY OF INDUSTRY DISPOSAL CO.	\$591,337.58
	Invoice	Date	Description	Amount	
	3146510	03/02/2018	REFUSE SVC 2/1-2/23/18	\$591,337.58	
WT241	03/06/2018			CITY OF INDUSTRY DISPOSAL CO.	\$768,243.80
	Invoice	Date	Description	Amount	
	3153013	03/06/2018	REFUSE SVC 2/24-2/28/18	\$768,243.80	
80086	03/22/2018			ANDY YANG	\$2,743.30
	Invoice	Date	Description	Amount	
	12/20/2017	12/20/2017	REFUND- ACCOUNT #400439	\$2,743.30	
80087	03/22/2018			APEX PARKS GROUP	\$2,046.88
	Invoice	Date	Description	Amount	
	12/20/2017	12/20/2017	REFUND- ACCOUNT #085374	\$2,046.88	

Checks	Status	Count	Transaction Amount
	Total	4	\$1,364,371.56

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
March 22, 2018

Check	Date		Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo					
67901	01/11/2018		03/14/2018	L A COUNTY REGISTRAR-	(\$2,355.75)
	Invoice	Date	Description	Amount	
	MND-DP17-13	12/21/2017	FEE-NOTICE OF DETERMINATION FOR DP17-13	(\$2,355.75)	
67993	01/25/2018		03/01/2018	MICHAEL BAKER INTERNATIONAL,	(\$5,925.00)
	Invoice	Date	Description	Amount	
	1001068	01/06/2018	PLANNING SUPPORT-DEC 2017	(\$2,460.00)	
	992201	10/04/2017	PLANNING SUPPORT-OCT 2017	(\$3,465.00)	
68227	02/21/2018		03/08/2018	NATIONAL COMMUNITY	(\$333,959.19)
	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)	

Checks	Status	Count	Transaction Amount
	Total	3	(\$342,239.94)

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68315	03/01/2018			MICHAEL BAKER INTERNATIONAL,	\$5,925.00
	Invoice	Date	Description	Amount	
	1001068	01/06/2018	PLANNING SUPPORT-DEC 2017	\$2,460.00	
	992201	10/04/2017	PLANNING SUPPORT-OCT 2017	\$3,465.00	
68316	03/02/2018			AT & T	\$7.96
	Invoice	Date	Description	Amount	
	2018-00001001	02/01/2018	02/01-02/28/18 SVC - CITY WHITE PAGES	\$7.96	
68317	03/02/2018			AT & T	\$225.00
	Invoice	Date	Description	Amount	
	8964071706	02/01/2018	02/01-02/28/18 SVC - 600 S BREA CYN-METROLINK	\$225.00	
68318	03/02/2018			CITY OF CHINO HILL UTILITY	\$242.22
	Invoice	Date	Description	Amount	
	2018-00001002	02/16/2018	01/18-02/14/18 SVC - 1550 RANCHO HILLS DR	\$242.22	
68319	03/02/2018			FRONTIER	\$965.12
	Invoice	Date	Description	Amount	
	2018-00001017	02/02/2018	02/02-03/01/18 SVC - IH GOLF COURSE FUEL PUMP	\$147.50	
	2018-00001018	02/04/2018	02/04-03/03/18 SVC - EM-21858 GARCIA LN-ALARM	\$75.41	
	2018-00001019	02/04/2018	02/04-03/03/18 SVC - GS-21620 VALLEY BLVD	\$63.02	
	2018-00001020	02/07/2018	02/07-03/06/18 SVC - GS-408 BREA CYN RD	\$0.07	
	2018-00001021	02/10/2018	02/10-03/09/18 SVC - GS-747 S. ANAHEIM PUENTE RD	\$149.49	
	841 7TH-FEB18	02/10/2018	02/10-03/09/18 SVC - 841 S. 7TH	\$102.23	
	2018-00001022	02/10/2018	02/10-03/09/18 SVC - EM-21808 GARCIA LN-ALARM	\$66.38	
	2018-00001023	02/10/2018	02/10-03/09/18 SVC - GS-21640 VALLEY BLVD	\$51.31	
	2018-00001024	02/10/2018	02/10-03/09/18 SVC - 600 BREA CYN RD	\$258.40	
	2018-00001025	02/10/2018	02/10-03/09/18 SVC - EM-21508 BAKER PKWY BLDG	\$51.31	
68320	03/02/2018			INDUSTRY PUBLIC UTILITY	\$3,162.74

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2018-00001003	02/14/2018	01/10-02/10/18 SVC - 370 GRAND AVE SOUTH	\$66.67
	2018-00001004	02/14/2018	01/10-02/10/18 SVC - 600 BREA CYN RD	\$3,096.07
68321	03/02/2018		ROWLAND WATER DISTRICT	\$1,272.00
	Invoice	Date	Description	Amount
	2018-00001005	02/01/2018	12/14-01/22/18 SVC - AZUSA AVENUE - CENTER	\$56.12
	2018-00001006	02/01/2018	12/13-01/18/18 SVC - HURLEY STREET & VALLEY	\$373.28
	2018-00001007	02/01/2018	12/13-01/18/18 SVC - 18044 ROWLAND-LAWSON	\$82.04
	2018-00001008	02/01/2018	12/13-01/18/18 SVC - 17401 VALLEY BLVD	\$250.16
	2018-00001009	02/01/2018	12/13-01/18/18 SVC - 930 AZUSA AVENUE	\$457.52
	2018-00001010	02/01/2018	12/14-01/22/18 SVC - AZUSA AVENUE 205597	\$52.88
68322	03/02/2018		SAN GABRIEL VALLEY WATER CO.	\$415.27
	Invoice	Date	Description	Amount
	2018-00001013	02/15/2018	01/16-02/14/18 SVC - 14329 VALLEY	\$271.82
	2018-00001014	02/16/2018	01/17-02/15/18 SVC - 336 EL ENCANTO	\$143.45
68323	03/02/2018		SO CALIFORNIA EDISON COMPANY	\$78,325.27
	Invoice	Date	Description	Amount
	2018-00001026	02/07/2018	01/01-02/01/18 SVC - 208 S WADDINGHAM WAY	\$20,908.22
	2018-00001027	02/07/2018	01/05-02/05/18 SVC - VARIOUS SITES	\$104.57
	2018-00001028	02/08/2018	01/01-02/01/18 SVC - GALE AVE/LST	\$36.05
	2018-00001029	02/09/2018	12/13-02/06/18 SVC - VALLEY BLVD U-VARIOUS SITES	\$875.97
	2018-00001030	02/09/2018	01/10-02/08/18 SVC - 575 BALDWIN PARK BLVD U	\$63.53
	2018-00001031	02/10/2018	01/11-02/09/18 SVC - 490 7TH U	\$54.32
	2018-00001032	02/15/2018	01/17-02/14/18 SVC - 17635 GALE	\$1,104.50
	2018-00001034	02/15/2018	01/17-02/14/18 SVC - 1341 FULLERTON RD	\$22.57
	2018-00001035	02/16/2018	01/17-02/14/18 SVC - PECK RD S/O PELLISSIER	\$32.16
	841 7TH-FEB18	02/16/2018	01/17-02/14/18 SVC - 841 7TH AVE	\$559.77
	2018-00001036	02/16/2018	08/15/16-02/01/18 SVC - VARIOUS SITES	\$38,005.56

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00001037	02/16/2018	01/17-02/14/18 SVC - VARIOUS SITES	\$3,079.07
	2018-00001038	02/16/2018	01/01-02/01/18 SVC - VARIOUS SITES	\$4,160.47
	2018-00001039	02/16/2018	12/15-02/14/18 SVC - VARIOUS SITES	\$2,666.84
	2018-00001040	02/16/2018	01/09-02/14/18 SVC - VARIOUS SITES	\$1,433.95
	2018-00001041	02/16/2018	01/17-02/14/18 SVC - VARIOUS SITES	\$4,950.55
	2018-00001042	02/16/2018	12/20/17-1/22/18 SVC-600S BREA CYN B	\$267.17
68324	03/02/2018		SO CALIFORNIA EDISON COMPANY	\$149.26
	Invoice	Date	Description	Amount
	2018-00001033	02/15/2018	01/17-02/14/18 SVC - 19001 TONNER CYN RD	\$149.26
68325	03/02/2018		SOCALGAS	\$65.29
	Invoice	Date	Description	Amount
	2018-00001011	02/06/2018	01/01-02/01/18 SVC - 1 INDUSTRY HILLS PKWY UNIT	\$50.00
	2018-00001012	02/15/2018	01/13-02/13/18 SVC - 610 S BREA CYN RD	\$15.29
68326	03/02/2018		VERIZON BUSINESS	\$182.78
	Invoice	Date	Description	Amount
	61916742	02/10/2018	01/01-01/31/18 SVC - VARIOUS SITES	\$46.62
	61916743	02/10/2018	01/01-01/31/18 SVC - VARIOUS SITES	\$136.16
68327	03/02/2018		WALNUT VALLEY WATER DISTRICT	\$6,532.49
	Invoice	Date	Description	Amount
	2894406	02/06/2018	01/01-01/31/18 SVC - 21350 VALLEY-MEDIAN	\$139.76
	2894407	02/06/2018	01/01-01/31/18 SVC - GRAND CROSSING EAST	\$73.53
	2894408	02/06/2018	01/01-01/31/18 SVC - GRAND CROSSING WEST	\$66.37
	2894344	02/06/2018	01/01-01/31/18 SVC - BREA CYN RD & OLD RANCH RD	\$39.52
	2894422	02/06/2018	01/01-01/31/18 SVC - BREA CYN.N OF RR TRKS	\$156.07
	2894451	02/06/2018	01/01-01/31/18 SVC - 21627 GRAND CROSSING PKWY	\$135.60
	2894452	02/06/2018	01/01-01/31/18 SVC - 21627 GRAND CROSSING PKWY	\$117.74
	2894387	02/06/2018	01/01-01/31/18 SVC - GRAND AVE CROSSING	\$77.73

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
2894386	02/06/2018	01/01-01/31/18 SVC - GRAND AVE CROSSING		\$182.76
2894380	02/06/2018	01/01-01/31/18 SVC - BAKER PKWY METER #2		\$129.89
2894389	02/06/2018	01/01-01/31/18 SVC - 22002 VALLEY BLVD		\$25.20
2894379	02/06/2018	01/01-01/31/18 SVC - BAKER PKWY METER #1		\$149.18
2894409	02/06/2018	01/01-01/31/18 SVC - BAKER PKWY & GRAND N/W		\$1,237.35
2894423	02/06/2018	01/01-01/31/18 SVC - BREA CYN N OF CURRIER		\$25.37
2894360	02/06/2018	01/01-01/31/18 SVC - FERRERO & GRAND EAST		\$782.69
2894310	02/06/2018	01/01-01/31/18 SVC - LEMON AVE N OF CURRIER RD		\$87.85
2894258	02/06/2018	01/01-01/31/18 SVC - IRR 820 FAIRWAY DR		\$86.38
2894425	02/06/2018	01/01-01/31/18 SVC - 60 FWY INTERCHANGE		\$20.00
2894444	02/06/2018	01/01-01/31/18 SVC - END OF BAKER PKWY-TEMP		\$2,594.31
2894416	02/06/2018	01/01-01/31/18 SVC - E/S GRAND S/O BAKER PKWY		\$140.08
2895102	02/07/2018	01/03-01/31/18 SVC - PUMP STN N/W CHERYL		\$25.20
2895122	02/07/2018	01/03-01/31/18 SVC - PUMP STN BREA CYN		\$20.00
2895348	02/07/2018	01/03-01/31/18 SVC - NOGALES PUMP STN		\$59.53
2895121	02/07/2018	1/3-1/31/18 SVC-PLATFORM METROLINK BREA CYN		\$20.00
2894229	02/06/2018	1/1-1/31/18 SVC-IRR METROLINK STA-SPANISH LN		\$140.38
68328	03/05/2018		FIDELITY SECURITY LIFE	\$1,379.79
	Invoice	Date	Description	Amount
	163433524	03/01/2018	VISION PREMIUM FOR MARCH 2018	\$1,379.79
68329	03/05/2018		HUMANA INSURANCE COMPANY	\$5,349.12
	Invoice	Date	Description	Amount
	389690354	02/13/2018	DENTAL PREMIUM FOR MARCH 2018	\$5,349.12
68330	03/05/2018		MUTUAL OF OMAHA	\$6,632.37
	Invoice	Date	Description	Amount
	704857769	03/01/2018	LIFE INSURANCE PREMIUM FOR MARCH 2018	\$6,632.37
68331	03/05/2018		UNUM LIFE INSURANCE COMPANY	\$5,546.80

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	3/1-3/31/18	02/19/2018	LONG TERM CARE FOR MARCH 2018	\$5,546.80
68332	03/06/2018		AT & T	\$347.16
	Invoice	Date	Description	Amount
	2018-00001046	02/17/2018	02/17-03/16/18 SVC - 15000 TONNER CYN RD-GUARD	\$175.88
	2018-00001047	02/17/2018	02/17-03/16/18 SVC - 17001 CARBON CYN RD-	\$171.28
68333	03/06/2018		CASSO & SPARKS, LLP	\$92,036.82
	Invoice	Date	Description	Amount
	20267	02/13/2018	COI-LEGAL SVC FOR OCTOBER 2018	\$92,036.82
68334	03/06/2018		FRONTIER	\$777.58
	Invoice	Date	Description	Amount
	2018-00001048	02/16/2018	02/16-03/15/18 SVC - PH AUTO PLAZA	\$169.83
	2018-00001049	02/16/2018	02/16-03/15/18 SVC - BREA CYN PUMP STN	\$69.06
	2018-00001050	02/16/2018	02/16-03/15/18 SVC - GS-208 OLD RANCH RD	\$48.91
	2018-00001051	02/19/2018	02/19-03/18/18 SVC - 21415 BAKER PKWY	\$60.34
	2018-00001052	02/19/2018	02/19-03/18/18 SVC - EM-21438 BAKER PKWY BLDG	\$60.34
	2018-00001053	02/19/2018	02/19-03/18/18 SVC - FOLLOW'S CAMP GUARD	\$75.01
	2018-00001054	02/19/2018	02/19-03/18/18 SVC - GS-21660 VALLEY BLVD	\$53.04
	2018-00001055	02/22/2018	02/22-03/21/18 SVC - GS-21858 VALLEY BLVD	\$63.02
	2018-00001056	02/22/2018	02/22-03/21/18 SVC - EM-21733 BAKER PKWY BLDG	\$60.34
	2018-00001057	02/25/2018	02/25-03/24/18 SVC - EM-21535 BAKER PKWY BLDG	\$51.31
	2018-00001058	02/25/2018	02/25-03/24/18 SVC - EM-21760 GARCIA LN	\$66.38
68335	03/06/2018		SAN GABRIEL VALLEY WATER CO.	\$168.40
	Invoice	Date	Description	Amount
	841 7TH-FEB18	02/20/2018	01/18-02/16/18 SVC - 841 S SEVENTH	\$168.40
68336	03/06/2018		SO CALIFORNIA EDISON COMPANY	\$1,743.92

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2018-00001059	02/21/2018	01/20-02/20/18 SVC - 14661 & 14911 CLARK AVE U	\$127.04
	2018-00001060	02/22/2018	01/22-02/21/18 SVC - 21380 VALLEY PED	\$24.39
	2018-00001061	02/22/2018	01/22-02/21/18 SVC - 575 BREA CYN RD	\$25.11
	2018-00001062	02/22/2018	01/22-02/21/18 SVC - 580 BREA CYN RD	\$24.96
	2018-00001063	02/22/2018	01/22-02/21/18 SVC - 1007 LAWSON ST TC1	\$47.25
	2018-00001065	02/24/2018	01/24-02/23/18 SVC - 17378 GALE AVE B	\$423.73
	2018-00001066	02/24/2018	01/24-02/23/18 SVC - 745 ANAHEIM PUENTE RD CP	\$79.85
	2018-00001067	02/24/2018	01/01-02/22/18 SVC - 600 S BREA CYN RD	\$111.92
	2018-00001068	02/27/2018	01/24-02/23/18 SVC - BREA CYN RD-VARIOUS SITES	\$514.74
	2018-00001069	02/28/2018	01/26-02/27/18 SVC - 137 N HUDSON AVE	\$364.93
68337	03/06/2018		SO CALIFORNIA EDISON COMPANY	\$77.84
	Invoice	Date	Description	Amount
	2018-00001064	02/23/2018	01/23-02/22/18 SVC - 5010 ENGLISH RD	\$77.84
68338	03/06/2018		SO CALIFORNIA EDISON COMPANY	\$11,450.86
	Invoice	Date	Description	Amount
	7500882176	02/22/2018	01/01-01/31/18 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500882187	02/22/2018	01/01-01/31/18 SVC - 133 N. AZUSA AVE	\$1,860.71
	7500882188	02/22/2018	01/01-01/31/18 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
	7500882210	02/22/2018	11/01-11/30/17 SVC - RELIABILITY SVC	\$295.98
68339	03/06/2018		SOCALGAS	\$380.46
	Invoice	Date	Description	Amount
	2018-00001070	02/23/2018	12/19-02/21/18 SVC - 15415 DON JULIAN RD	\$380.46
68340	03/06/2018		SUBURBAN WATER SYSTEMS	\$831.56
	Invoice	Date	Description	Amount
	180051022789	02/22/2018	01/24-02/22/18 SVC - AZUSA & GEMINI	\$782.89
	180080639835	02/21/2018	01/23-02/21/18 SVC - 205 HUDSON AV	\$48.67

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68341	03/07/2018		CITY OF INDUSTRY-PETTY CASH	\$1,000.00
	Invoice	Date	Description	Amount
	03/07/18	03/07/2018	FOR EXPENSES ASSOCIATED WITH SHERIFF'S	\$1,000.00
68342	03/14/2018		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 18-1	03/12/2018	FEE-NOTICE OF EXEMPTION FOR DP 18-1	\$75.00
68343	03/14/2018		SHELL ENERGY NORTH AMERICA-	\$95,684.00
	Invoice	Date	Description	Amount
	1968395	03/06/2018	CAPACITY FOR FEB 2018	\$18,500.00
	1968394	03/06/2018	WHOLESALE USE-FEB 2018	\$77,184.00
68344	03/22/2018		ACE CONSTRUCTION AUTHORITY	\$436.75
	Invoice	Date	Description	Amount
	ACE-SCE-1	02/21/2018	REIMBURSEMENT FOR COSTS ASSOCIATED WITH	\$436.75
68345	03/22/2018		ALEJANDRO GONZALEZ	\$140.76
	Invoice	Date	Description	Amount
	02/12/2018	02/12/2018	REIMBURSE FOR EXPENSES-MEETINGS AND	\$140.76
68346	03/22/2018		AREA D	\$900.00
	Invoice	Date	Description	Amount
	1711	03/01/2018	DUES FOR FY 2017/2018	\$900.00
68347	03/22/2018		AVANT-GARDE, INC	\$500.00
	Invoice	Date	Description	Amount
	4744	02/20/2018	PROJECT MGMT-CITYWIDE BRIDGES	\$500.00
68348	03/22/2018		B AND T CATTLE	\$14,580.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	81	03/01/2018	MAINT SVC-MAR 2018	\$14,580.00
68349	03/22/2018		BANK OF AMERICA-ACCOUNT	\$9,060.25
	Invoice	Date	Description	Amount
	0012827619	01/16/2018	ACCOUNT ANALYSIS	\$9,060.25
68350	03/22/2018		BLAKE AIR CONDITIONING	\$449.97
	Invoice	Date	Description	Amount
	48098	02/22/2018	A/C MAINT-CITY HALL	\$449.97
68351	03/22/2018		BRYAN PRESS	\$821.21
	Invoice	Date	Description	Amount
	0078924	02/20/2018	BUSINESS CARDS-M. HEAVISIDE	\$55.28
	0078928	02/27/2018	COI-#9 WINDOW ENVELOPES	\$765.93
68352	03/22/2018		BUTSKO UTILITY DESIGN INC.	\$33,117.04
	Invoice	Date	Description	Amount
	29386G	08/31/2017	UTILITY ENGINEERING-AUG 2017	\$745.00
	29356M	07/31/2017	IPUC ON CALL SERVICES	\$15,906.48
	29556A	10/31/2017	AZUSA-CHESTNUT PROJ FUND	\$2,975.50
	29556C	10/31/2017	UTILITY ENGINEERING SVC-OCT 2017	\$6,410.00
	29357H	07/31/2017	UTILITY ENGINEERING-JUL 2017	\$7,080.06
68353	03/22/2018		CALVO, ELISE	\$998.00
	Invoice	Date	Description	Amount
	JUN-JUL2017	03/14/2018	CHILD CARE FROM 6/12/17-07/29/17	\$998.00
68354	03/22/2018		CATHEDRAL CHAPEL SCHOOL,	\$100.00
	Invoice	Date	Description	Amount
	1718AWGFCCS1	02/21/2018	BUS FUNDING STIPEND-HOMESTEAD	\$100.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date				Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo						
68355	03/22/2018				CINTAS CORPORATION LOC 693	\$416.37
	Invoice	Date	Description		Amount	
	693833076	02/09/2018	DOOR MATS		\$48.67	
	693837135	02/23/2018	DOOR MATS		\$48.67	
	053207285	02/26/2018	DOOR MATS		\$270.36	
	693839165	03/02/2018	DOOR MATS		\$48.67	
68356	03/22/2018				CITY OF INDUSTRY	\$2,140.91
	Invoice	Date	Description		Amount	
	2018-00000044	01/31/2018	IH FUEL PUMP-SECURITY VEHICLES		\$909.97	
	2018-00000046	01/31/2018	IH FUEL PUMP-CITY HALL VEHICLES		\$1,230.94	
68357	03/22/2018				CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description		Amount	
	3151029	02/28/2018	DISP SVC-16212 TEMPLE AVE		\$84.51	
	3151028	02/28/2018	DISP SVC-14310 PROCTOR AVE		\$84.51	
	3151027	02/28/2018	DISP SVC-16200 TEMPLE AVE		\$84.51	
	3151026	02/28/2018	DISP SVC-15236 VALLEY BLVD		\$169.02	
	3151025	02/28/2018	DISP SVC-138 TURNBULL CYN RD		\$28.17	
	3151024	02/28/2018	DISP SVC-132 TURNBULL CYN RD		\$28.17	
	3151023	02/28/2018	DISP SVC-130 TURNBULL CYN RD		\$28.17	
	3151022	02/28/2018	DISP SVC-17229 CHESTNUT ST		\$84.51	
	3151021	02/28/2018	DISP SVC-15722 NELSON AVE		\$28.17	
	3151020	02/28/2018	DISP SVC-20137 E WALNUT DR S		\$28.17	
	3151019	02/28/2018	DISP SVC-14063 PROCTOR AVE		\$84.51	
	3151018	02/28/2018	DISP SVC-134 TURNBULL CYN RD		\$28.17	
	3151017	02/28/2018	DISP SVC-15652 NELSON AVE		\$28.17	
	3151016	02/28/2018	DISP SVC-15714 NELSON AVE		\$28.17	
	3151015	02/28/2018	DISP SVC-16224 HANDORF RD		\$28.17	
	3151014	02/28/2018	DISP SVC-16238 HANDORF RD		\$28.17	

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3151013	02/28/2018	DISP SVC-16227 HANDORF RD	\$28.17
3151012	02/28/2018	DISP SVC-16217 HANDORF RD	\$56.34
3151011	02/28/2018	DISP SVC-16218 HANDORF RD	\$28.17
3151010	02/28/2018	DISP SVC-16220 HANDORF RD	\$84.51
3151009	02/28/2018	DISP SVC-16242 HANDORF RD	\$56.34
3151008	02/28/2018	DISP SVC-16229 HANDORF RD	\$28.17
3151007	02/28/2018	DISP SVC-16014 HILL ST	\$28.17
3151006	02/28/2018	DISP SVC-16010 HILL ST	\$56.34
3151005	02/28/2018	DISP SVC-16000 HILL ST	\$28.17
3151004	02/28/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3151003	02/28/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3151002	02/28/2018	DISP SVC-643 GIANO AVE	\$56.34
3151001	02/28/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3151000	02/28/2018	DISP SVC-15634 NELSON AVE	\$28.17
3150999	02/28/2018	DISP SVC-15736 NELSON AVE	\$28.17
3150998	02/28/2018	DISP SVC-16020 HILL ST	\$28.17
3150997	02/28/2018	DISP SVC-210 S 9TH AVE	\$56.34
3150996	02/28/2018	DISP SVC-754 S 5TH AVE	\$56.34
3150995	02/28/2018	DISP SVC-629 GIANO AVE	\$56.34
3150994	02/28/2018	DISP SVC-15626 NELSON AVE	\$28.17
3150993	02/28/2018	DISP SVC-15644 NELSON AVE	\$28.17
3150992	02/28/2018	DISP SVC-15730 NELSON AVE	\$28.17
3150991	02/28/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34
3150990	02/28/2018	DISP SVC-15702 NELSON AVE	\$28.17
3150989	02/28/2018	DISP SVC-15710 NELSON AVE	\$28.17
3150988	02/28/2018	DISP SVC-14362 PROCTOR AVE	\$84.51
3150987	02/28/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
3150986	02/28/2018	DISP SVC-3226 GILMAN RD	\$84.51

68358	03/22/2018	CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	P/R PE 3/9/18	03/14/2018	REIMBURSE FOR PAYROLL PE 3/9/18	\$100,000.00
68359	03/22/2018		CITY OF INDUSTRY-REFUSE	\$12,132.26
	Invoice	Date	Description	Amount
	3151734	03/01/2018	DISP SVC-CITY BUS STOPS	\$4,376.33
	3151439	03/01/2018	DISP SVC-205 HUDSON AVE	\$192.82
	3152690	02/28/2018	TEMPORARY ROLLOFF-205 HUDSON	\$191.33
	3151272	03/01/2018	DISP SVC-METROLINK	\$78.80
	3151440	03/01/2018	DISP SVC-841 7TH AVE	\$192.82
	3152636	02/28/2018	DISP SVC-1123 HATCHER AVE	\$5,667.91
	3151210	03/01/2018	DISP SVC-TRES HERMANOS	\$144.83
	3151209	03/01/2018	STORAGE BOX RENTAL-TONNER CYN	\$300.00
	3151208	03/01/2018	DISP SVC-CITY HALL	\$313.42
	3151207	03/01/2018	DISP SVC & BOX RENTAL-TONNER CYN	\$674.00
68360	03/22/2018		CNC ENGINEERING	\$55,380.78
	Invoice	Date	Description	Amount
	456586	03/08/2018	VARIOUS ASSIGNMENTS RELATED TO SUCCESSOR	\$44,951.01
	456585	03/08/2018	TRES HERMANOS GENERAL ENGINEERING	\$6,882.86
	456577	03/08/2018	WALNUT DR SOUTH WIDENING	\$332.58
	456578	03/08/2018	TONNER CYN PROPERTY	\$496.93
	456579	03/08/2018	VALLEY BLVD RECONSTRUCTION	\$2,372.46
	456580	03/08/2018	UNRUH AVE AND DON JULIAN RECONSTRUCTION	\$344.94
68361	03/22/2018		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81872877	02/28/2018	GEOGRAPHIC PKG-FEB 2018	\$192.50
68362	03/22/2018		COUNTRY ESTATE FENCE, INC.	\$2,620.55
	Invoice	Date	Description	Amount
	23065	02/23/2018	FENCE AT 1123 HATCHER	\$2,620.55

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
68363	03/22/2018			COUNTY OF LA DEPT OF PUBLIC	\$58,225.32
	Invoice	Date	Description	Amount	
	PW-18021204650	02/12/2018	FAIRWAY GRADE SEPARATION	\$228.62	
	PW-18021204670	02/12/2018	STORM DAMAGE RESPONSE	\$12,948.89	
	PW-18021204671	02/12/2018	LITTER/DEBRIS REMOVAL	\$331.44	
	PW-18021204672	02/12/2018	CONCRETE REPAIRS	\$261.04	
	PW-18021204673	02/12/2018	EMERGENCY ROAD SERVICE	\$659.18	
	PW-18021204675	02/12/2018	STORM DRAIN MAINT	\$3,130.05	
	PW-18021204676	02/12/2018	PAVEMENT PATCHING	\$7,856.21	
	PW-18021204677	02/12/2018	STREET MAINT/INSPECTION	\$1,553.65	
	PW-18021204679	02/12/2018	PUMP HOUSE MAINT	\$3,152.10	
	PW-18021204759	02/12/2018	CITYWIDE STRIPING	\$10,278.95	
	PW-18021204913	02/12/2018	TRAFFIC SIGNAL MAINT	\$15,619.97	
	PW-18021204914	02/12/2018	TRAFFIC SIGNAL MAINT	\$2,205.22	
68364	03/22/2018			D M V RENEWAL	\$145.00
	Invoice	Date	Description	Amount	
	5HJT180-18	03/05/2018	REGISTRATION RENEWAL-LIC 5HJT180	\$145.00	
68365	03/22/2018			DEPT OF TRANSPORTATION	\$556,935.88
	Invoice	Date	Description	Amount	
	18006364	03/02/2018	COOP 4959- WB SR60, GRAND AVE	\$34,119.47	
	18006365	03/02/2018	COOP 5033-GRAND AVE OFF-RAMP 57/60	\$522,816.41	
68366	03/22/2018			DIRECTV - FOR BUSINESS	\$200.48
	Invoice	Date	Description	Amount	
	33643963732	03/01/2018	ANNUAL HD ACCESS AND RSN FEES	\$200.48	
68367	03/22/2018			EGOSCUE LAW GROUP, INC.	\$2,585.00
	Invoice	Date	Description	Amount	

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Check	Date		Payee Name	Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	11885	03/06/2018	LEGAL SVC-FOLLOW'S CAMP		\$2,585.00
68368	03/22/2018		ENCO UTILITY SERVICES		\$6,530.00
	Invoice	Date	Description	Amount	
	20-3-03-38	02/20/2018	CUSTOMER ACCT SVC-JAN 2018	\$6,530.00	
68369	03/22/2018		FERGUSON ENTERPRISES, INC		\$30.21
	Invoice	Date	Description	Amount	
	5765016	02/21/2018	PLUMBING SUPPLIES-TONNER CYN	\$30.21	
68370	03/22/2018		FRAZER, LLP		\$8,500.00
	Invoice	Date	Description	Amount	
	153038	02/28/2018	COI-PROF SVC FOR FEB 2018	\$8,500.00	
68371	03/22/2018		FUEL PROS, INC.		\$150.00
	Invoice	Date	Description	Amount	
	34631	02/26/2018	IH FUEL STN MAINT	\$150.00	
68372	03/22/2018		GIVEN DESIGN GROUP, INC.		\$632.80
	Invoice	Date	Description	Amount	
	18-029	02/28/2018	DESIGN FOR ROOF REPAIR-EL ENCANTO	\$632.80	
68373	03/22/2018		GMS ELEVATOR SERVICES, INC		\$138.00
	Invoice	Date	Description	Amount	
	91510	03/01/2018	MONTHLY ELEVATOR SVC-CITY HALL	\$138.00	
68374	03/22/2018		GOVERNMENT FINANCE OFFICERS		\$310.00
	Invoice	Date	Description	Amount	
	0123002-A	02/15/2018	MEMBERSHIP-S. PARAGAS AND S. AVALOS	\$310.00	
68375	03/22/2018		HADDICK'S AUTO BODY		\$5,350.61

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
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CITY.WF.CHK - City General Wells Fargo

Invoice	Date	Description	Amount
H-80889	02/20/2018	TOWING SVC-DONATION BOX	\$137.00
047929	02/20/2018	AUTO MAINT-LIC 1279616	\$417.21
047919	02/20/2018	AUTO MAINT-LIC 7C21316	\$245.33
047920	02/20/2018	AUTO MAINT-LIC 1210025	\$370.76
047924	02/20/2018	AUTO MAINT-LIC 1370863	\$111.52
047928	02/20/2018	AUTO MAINT-LIC 1356177	\$65.11
047921	02/20/2018	AUTO MAINT-LIC 6UQX922	\$78.70
047918	02/20/2018	AUTO MAINT-LIC 1210025	\$762.74
047925	02/20/2018	AUTO MAINT-LIC 1347736	\$442.22
047926	02/20/2018	AUTO MAINT-LIC 198606	\$1,187.37
047927	02/20/2018	AUTO MAINT-LIC 1210025	\$1,532.65

68376	03/22/2018		HAGERTY, MARIA L.	\$900.00
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Invoice	Date	Description	Amount
03/13/18	03/13/2018	REIMBURSEMENT FOR DANTES TEST	\$900.00

68377	03/22/2018		INDUSTRY SECURITY SERVICES	\$38,233.80
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Invoice	Date	Description	Amount
14-22207	02/23/2018	SECURITY SVC-TRES HERMANOS	\$2,355.44
14-22234	03/02/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
14-22239	03/02/2018	VEHICLE FUEL-TRES HARMANOS	\$385.00
14-22209	02/23/2018	SECURITY SVC-METROLINK	\$1,887.54
14-22235	03/02/2018	SECURITY SVC-METROLINK	\$1,729.73
14-22226	03/02/2018	SECURITY SVC 2/23-3/1/18	\$14,423.68
14-22200	02/23/2018	SECURITY SVC 2/16-2/22/18	\$15,265.29

68378	03/22/2018		INDUSTRY TIRE SERVICE	\$25.00
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Invoice	Date	Description	Amount
0280115	02/21/2018	REPAIR TIRE-LIC 7C21316	\$25.00

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68379	03/22/2018		JMDiaz, Inc.	\$239,403.40
	Invoice	Date	Description	Amount
	015 (18-021)	02/28/2018	STAFF AUGMENTATION-FEB 2018	\$239,403.40
68380	03/22/2018		KIMLEY-HORN & ASSOCIATES, INC.	\$3,878.93
	Invoice	Date	Description	Amount
	10800361	01/31/2018	ENGINEERING/TRAFFIC SURVEY	\$3,878.93
68381	03/22/2018		KLINE'S PLUMBING, INC.	\$1,835.00
	Invoice	Date	Description	Amount
	10655	03/06/2018	PLUMBING REPAIR-HOMESTEAD	\$275.00
	10654-01	03/06/2018	DEPOSIT-REPAIR AT ARNOLD LAKE (TRES)	\$1,560.00
68382	03/22/2018		LA PUENTE VALLEY COUNTY	\$11,682.02
	Invoice	Date	Description	Amount
	2018-00001077	03/02/2018	12/18/17-02/16/18 SVC-15660 STAFFORD ST	\$166.36
	2018-00001078	03/02/2018	12/18/17-02/16/18 SVC-15625 STAFFORD ST	\$70.99
	2018-00001079	03/02/2018	12/18/17-02/16/18 SVC-15625 STAFFORD ST	\$113.89
	2018-00001080	03/02/2018	12/18/17-02/16/18 SVC-15414 DON JULIAN RD (IRRI)	\$386.71
	2018-00001081	03/02/2018	12/18/17-02/16/18 SVC-15414 DON JULIAN RD	\$141.85
	2018-00001082	03/02/2018	12/18/17-02/16/18 SVC-1 AZUSA WAY (IRRI)	\$318.71
	2018-00001083	03/02/2018	12/18/17-02/16/18 SVC-285 HACIENDA BLVD IRRI	\$76.84
	2018-00001084	03/02/2018	12/18/17-02/16/18 SVC-HACIENDA BLVD IRRI	\$59.29
	2018-00001085	03/02/2018	12/18/17-02/16/18 SVC-15415 DON JULIAN RD IRRI	\$1,327.50
	2018-00001086	03/02/2018	12/18/17-02/16/18 SVC-15414 DON JULIAN RD (IRRI)	\$447.16
	2018-00001087	03/02/2018	12/18/17-02/16/18 SVC-15414 DON JULIAN RD	\$135.16
	2018-00001088	03/02/2018	12/18/17-02/16/18 SVC-201 STAFFORD ST IRRI	\$1,452.09
	2018-00001089	03/02/2018	12/18/17-02/16/18 SVC-VALLEY BLVD IRRI	\$70.99
	2018-00001090	03/02/2018	12/18/17-02/16/18 SVC-15415 DON JULIAN RD IRRI	\$567.00
	2018-00001091	03/02/2018	12/18/17-02/16/18 SVC-PARRIOTT & DON JULIAN RD	\$127.36
	2018-00001092	03/02/2018	12/18/17-02/16/18 SVC-DON JULIAN RD	\$886.75

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Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	2018-00001093	03/02/2018 12/18/17-02/16/18 SVC-RAUSCH RD IRR	\$176.29	
	2018-00001094	03/02/2018 12/18/17-02/16/18 SVC-STAFFORD & OLD VALLEY	\$339.91	
	2018-00001095	03/02/2018 12/18/17-02/16/18 SVC-ALONG RAILROAD TRACK	\$515.41	
	2018-00001096	03/02/2018 12/18/17-02/16/18 SVC-PROCTOR & EL ENCANTO	\$189.76	
	2018-00001097	03/02/2018 12/18/17-02/16/18 SVC-STAFFORD ST IRR	\$304.81	
	2018-00001098	03/02/2018 12/18/17-02/16/18 SVC-220 HACIENDA BLVD IRR	\$197.56	
	2018-00001099	03/02/2018 12/18/17-02/16/18 SVC-15522 NELSON AVE	\$72.94	
	2018-00001100	03/02/2018 12/18/17-02/16/18 SVC-NELSON AVE IRR	\$1,047.76	
	2018-00001101	03/02/2018 12/18/17-02/16/18 SVC-SOTRO ST IRR	\$560.26	
	2018-00001102	03/02/2018 12/18/17-02/16/18 SVC-15651 STAFFORD ST	\$936.61	
	2018-00001103	03/02/2018 12/18/17-02/16/18 SVC-RAUSCH RD IRR	\$164.59	
	2018-00001104	03/02/2018 12/18/17-02/16/18 SVC-HACIENDA & STAFFORD ST	\$187.81	
	2018-00001105	03/02/2018 12/18/17-02/16/18 SVC-HACIENDA & STAFFORD IRR	\$197.56	
	2018-00001106	03/02/2018 12/18/17-02/16/18 SVC-211 HACIENDA BLVD IRR	\$148.99	
	2018-00001107	03/02/2018 12/18/17-02/16/18 SVC-HUDSON AVE IRR	\$293.11	
68383	03/22/2018	LEGEND PUMP AND WELL SERVICE,	\$784.00	
	Invoice	Date	Description	Amount
	54581	02/23/2018	PREVENTIVE MAINT-BAKER SLOPES	\$784.00
68384	03/22/2018	LEIGHTON CONSULTING INC	\$14,199.00	
	Invoice	Date	Description	Amount
	30082	02/20/2018	MATERIAL TESTING-SLURRY SEAL 2016-2017	\$14,199.00
68385	03/22/2018	LOCKS PLUS	\$135.02	
	Invoice	Date	Description	Amount
	24077	02/26/2018	DUPLICATE KEYS & PADLOCK-IPUC	\$135.02
68386	03/22/2018	MERRITT'S ACE HARDWARE	\$42.24	
	Invoice	Date	Description	Amount
	103503	02/02/2018	MISC SUPPLIES-HOMESTEAD	\$5.03

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CITY.WF.CHK - City General Wells Fargo				
	103502	02/02/2018	MISC SUPPLIES-HOMESTEAD	\$37.21
68387	03/22/2018		MICHAEL BAKER INTERNATIONAL,	\$2,155.00
	Invoice	Date	Description	Amount
	1005304	02/14/2018	PLANNING SUPPORT-JAN 2018	\$2,155.00
68388	03/22/2018		MYERS & SONS HI-WAY SAFETY,	\$3,407.74
	Invoice	Date	Description	Amount
	70611	02/22/2018	STREET SIGNS	\$3,407.74
68389	03/22/2018		NOBEL SYSTEMS, INC.	\$66,455.00
	Invoice	Date	Description	Amount
	14274	03/06/2018	GEOGRAPHIC INFORMATION SYSTEM	\$26,730.90
	14261	02/22/2018	GEOGRAPHIC INFORMATION SYSTEM	\$39,724.10
68390	03/22/2018		NUEVA VISTA ELEMENTARY	\$100.00
	Invoice	Date	Description	Amount
	1718JTTTNE1	03/05/2018	BUS FUNDING STIPEND-HOMESTEAD	\$100.00
68391	03/22/2018		OUTDOOR CREATIONS	\$38,367.38
	Invoice	Date	Description	Amount
	6428	02/20/2018	INDUSTRY HILLS TRASH CANS AND BENCHES	\$38,367.38
68392	03/22/2018		PACIFIC UTILITY INSTALLATION	\$11,294.00
	Invoice	Date	Description	Amount
	16440	01/19/2018	OPERATIONS AND MAINT	\$2,220.00
	16579	02/08/2018	AZUSA-CHESTNUT PROJ FUND	\$1,415.00
	16432	01/18/2018	PARKING LOT LIGHTING-EL ENCANTO	\$3,459.00
	16596	02/28/2018	OPERATIONS AND MAINT-SUBSTATION	\$4,200.00
68393	03/22/2018		PCI	\$109,841.52

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	#3CITY-1436	02/27/2018	PAVEMENT AND CURB MARKINGS	\$115,622.65
68394	03/22/2018		PITNEY BOWES, INC.	\$400.32
	Invoice	Date	Description	Amount
	3101993149	02/28/2018	POSTAGE MACHINE-FIRST FLOOR	\$111.82
	1006629959	02/21/2018	SUPPLIES FOR POSTAGE MACHINE-FIRST FLOOR	\$288.50
68395	03/22/2018		QUINN COMPANY	\$1,676.60
	Invoice	Date	Description	Amount
	WO810194291	02/23/2018	REPAIR OF CATERPILLAR	\$1,676.60
68396	03/22/2018		RAMONA CURRY	\$250.00
	Invoice	Date	Description	Amount
	PPRC1	03/05/2018	FILM LECTURE ON 3/25/18-HOMESTEAD	\$250.00
68397	03/22/2018		RICOH USA, INC.	\$703.51
	Invoice	Date	Description	Amount
	5052560471	02/22/2018	METER READING-FINANCE COPIER	\$161.49
	24126592	02/16/2018	COPIER LEASE-FINANCE	\$289.36
	24126593	02/16/2018	COPIER LEASE-CORDOBA	\$252.66
68398	03/22/2018		RICOH USA, INC.	\$303.63
	Invoice	Date	Description	Amount
	58237468	02/24/2018	COPIER LEASE-IPUC	\$303.63
68399	03/22/2018		ROBERTSON-BRYAN, INC.	\$698.75
	Invoice	Date	Description	Amount
	12784	02/26/2018	ELECTRIC UTILITY OPERATIONS SUPPORT	\$698.75
68400	03/22/2018		SAN GABRIEL VALLEY	\$67,762.50

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	C102222018	02/22/2018	LANDSCAPE AND MAINT SVC	\$38,130.00
	C103062018	03/06/2018	LANDSCAPE AND MAINT SVC	\$29,632.50
68401	03/22/2018		SAN GABRIEL VALLEY NEWSPAPER	\$1,461.52
	Invoice	Date	Description	Amount
	0011082925	03/01/2018	NOTICE INVITING BIDS-EL ENCANTO PARKING	\$1,461.52
68402	03/22/2018		SAN GABRIEL VALLEY WATER	\$1,631.74
	Invoice	Date	Description	Amount
	01/01/2018	01/01/2018	DUES 2018 AND ASSESSMENT FOR 2016/2017	\$1,631.74
68403	03/22/2018		SATSUMA LANDSCAPE & MAINT.	\$112,936.94
	Invoice	Date	Description	Amount
	0218CH-1	02/27/2018	LANDSCAPE SVC-VARIOUS AGENCY SITES	\$22,090.56
	0218CH	02/27/2018	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$31,455.90
	0218XROADS	02/27/2018	LANDSCAPE SVC-CROSSROADS NORTH & SOUTH	\$22,707.38
	0218TA	02/27/2018	LANDSCAPE SVC-TEMPLE AND AZUSA AVE	\$36,683.10
68404	03/22/2018		SDI PRESENCE LLC	\$1,268.75
	Invoice	Date	Description	Amount
	112	01/31/2018	NEW WORLD IMPLEMENTATION-PAYROLL/HR	\$1,268.75
68405	03/22/2018		SELIGSON PUBLISHING INC	\$302.86
	Invoice	Date	Description	Amount
	2690	02/26/2018	BOOKS FOR HOMESTEAD STORE	\$302.86
68406	03/22/2018		SO CAL INDUSTRIES	\$280.18
	Invoice	Date	Description	Amount
	315372	02/23/2018	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	315796	02/27/2018	RR RENTAL-METROLINK	\$94.92

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	316047	02/28/2018	RR RENTAL-TONNER CYN/GRAND AVE	\$94.92
68407	03/22/2018		SQUARE ROOT GOLF &	\$189,248.55
	Invoice	Date	Description	Amount
	1333ELHM	02/27/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$7,417.90
	1334ELHM	02/27/2018	LANDSCAPE SVC-EL ENCANTO	\$9,012.00
	1335ELHM	02/27/2018	LANDSCAPE SVC-HOMESTEAD	\$20,642.47
	1336H	02/27/2018	LANDSCAPE SVC-VARIOUS CITY SITES	\$152,176.18
68408	03/22/2018		SST CONSTRUCTION, LLC	\$6,772.00
	Invoice	Date	Description	Amount
	32385	01/05/2018	PREVENTIVE MAINT-METRO SOLAR	\$5,600.00
	33158	01/19/2018	PREVENTIVE MAINT-METRO SOLAR	\$640.00
	35279	02/28/2018	PREVENTIVE MAINT-METRO SOLAR	\$532.00
68409	03/22/2018		STAPLES BUSINESS ADVANTAGE	\$2,564.32
	Invoice	Date	Description	Amount
	8048775230	02/17/2018	OFFICE SUPPLIES	\$8.08
	8048680212	02/10/2018	OFFICE SUPPLIES	\$1,801.51
	8048864522	02/24/2018	OFFICE SUPPLIES	\$754.73
68410	03/22/2018		STATE COMPENSATION INS. FUND	\$5,700.42
	Invoice	Date	Description	Amount
	MARCH 2018	03/02/2018	PREMIUM FOR 3/1-4/1/18	\$5,700.42
68411	03/22/2018		STOTZ EQUIPMENT	\$136.38
	Invoice	Date	Description	Amount
	P88260	03/07/2018	PARTS FOR TRACTOR	\$136.38
68412	03/22/2018		TEC-REFRESH, INC.	\$1,466.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1077	02/27/2018	REMAINING WORK FOR WIRELESS PROJECT	\$1,466.50
68413	03/22/2018		TETRA TECH, INC.	\$42,477.75
	Invoice	Date	Description	Amount
	51285599	02/22/2018	PRELIM DESIGN FOR STORMWATER CAPTURE	\$42,477.75
68414	03/22/2018		THE PUN GROUP	\$19,763.00
	Invoice	Date	Description	Amount
	111506	12/29/2017	PFA-AUDIT FY 16/17	\$2,195.00
	111465	12/29/2017	COI-AUDIT FY 16/17	\$17,568.00
68415	03/22/2018		TPX COMMUNICATIONS	\$6,721.74
	Invoice	Date	Description	Amount
	100810249-0	02/28/2018	INTERNET SVC-CITY/METRO/IPUC	\$6,721.74
68416	03/22/2018		TREV GET FIT	\$800.00
	Invoice	Date	Description	Amount
	7	02/28/2018	CONSULTANT FOR CITY'S WELLNESS CENTER	\$800.00
68417	03/22/2018		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	10000133	03/01/2018	MAINT SVC-METRO SOLAR	\$1,726.67
68418	03/22/2018		TURBO DATA SYSTEMS, INC	\$602.52
	Invoice	Date	Description	Amount
	27474	01/31/2018	CITATION PROCESSING DEC2017/JAN2018	\$602.52
68419	03/22/2018		UNDERGROUND SERVICE ALERT OF	\$100.75
	Invoice	Date	Description	Amount
	220180157	03/01/2018	DIG ALERTS	\$100.75

**CITY OF INDUSTRY
WELLS FARGO BANK
March 22, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68420	03/22/2018		UNIVERSITY OF LA VERNE	\$4,650.00
	Invoice	Date	Description	Amount
	SPRING 2018	03/08/2018	TUITION FOR WINTER 2018-CHRISTINA AGUIRRE, ID	\$4,650.00
68421	03/22/2018		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	52922	03/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
68422	03/22/2018		WEATHERITE SERVICE	\$164.00
	Invoice	Date	Description	Amount
	L175933	03/01/2018	A/C MAINT-IMC	\$164.00

Checks	Status	Count	Transaction Amount
	Total	108	\$2,213,218.20

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

FROM: Roberto Ramirez, City Engineer, Cordoba Corporation
Steven Itagaki, Traffic Engineer, JMD

DATE: March 22, 2018

SUBJECT: Second Reading and Adoption 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.

On March 8, 2018, 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 was introduced for First Reading. If the second reading of Ordinance 804 is approved, the ordinance shall be effective 30 days from adoption.

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

peed 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 – Hambleton)
 - 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 second reading Ordinance No. 804

Exhibit:

- 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/striping 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:

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

- 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 – Hambleton)
- 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	6th Avenue	Proctor	Don Julian	4/25/2017	Northbound/Southbound	31	37	1378	0.26	4230	0.829	1	0.94	-	Yes	35	85th Percentile speed applied.
2	9th Avenue	Proctor	Don Julian	4/19/2017	Northbound/Southbound	32	37	1378	0.26	1068	1.777	1	0.94	-	Yes	30	85th Percentile speed downgraded due to high collision rate.
364	Alhambra Road	Colma	Castleton	4/20/2017	Northbound/Southbound	34	39	1650	0.35	11953	0.434	2	1.15	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
5	Alhambra Street	Hanover	Alhambra	4/20/2017	Eastbound/Westbound	29	33	878	0.19	3748	0.000	0	0.84	-	Yes	35	85th Percentile speed applied.
6	Amar Road	Vineyard	Canal	4/19/2017	Eastbound/Westbound	37	43	1184	0.22	21038	0.000	0	1.18	40	No	40	85th Percentile speed rounded down per CVC Section 21400(b).
7	Amar Road	Canal	Balboa Park	4/19/2017	Eastbound/Westbound	37	42	758	0.14	20505	1.237	4	1.18	40	No	40	85th Percentile speed applied.
8	Birby Drive	Gala	Johnson	4/20/2017	Northbound/Southbound	38	33	801	0.15	1751	8.878	2	0.84	-	Yes	30	85th Percentile speed downgraded due to high collision rate.
9	Birby Drive	Chestnut	Gala	4/20/2017	Northbound/Southbound	32	37	1400	0.27	3825	1.891	2	0.84	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	24577	0.182	2	1.18	50	No	50	85th Percentile speed applied.
11	Business Parkway	Lemon	Fairway														Speed data to be re-collected.
12	Capitol Avenue	Mission Hill	Rose Hill	4/28/2017	Eastbound/Westbound	27	32	965	0.18	2069	0.000	0	0.84	-	Yes	30	85th Percentile speed applied.
13514	Castleton Street	Stoner Creek	Hanover	4/29/2017	Eastbound/Westbound	34	39	2265	0.60	15648	0.098	1	1.18	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
15	Castleton Street	Hanover	Allalieu	4/29/2017	Eastbound/Westbound	31	36	1426	0.27	7383	2.748	8	1.18	35	Yes	30	85th Percentile speed downgraded due to high collision rate.
16	Fernero Parkway	Old Ranch	Grand														Speed data to be re-collected.
17	Fernero Parkway	Grand	Hachin														Speed data to be re-collected.
18	Gercia Lane	Grand	Faive	4/26/2017	Eastbound/Westbound	37	44	2083	0.33	1142	2.825	1	0.84	35	Yes	40	Speed limit increased from existing. 85th Percentile speed downgraded due to high collision rate.
16820	Grand Crossings Parkway	Baker	Brea Canyon	4/20/2017	Northbound/Southbound	38	46	2121	0.40	3844	0.000	0	1.18	40	No	40	85th Percentile speed downgraded due to vertical curvature under grade crossing and limited sight distance along curve.
21822	Hanover Road	Castleton	Colma	4/20/2017	Northbound/Southbound	31	34	1315	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	Kathleen	Roots	4/27/2017	Northbound/Southbound	26	32	781	0.15	3322	5.117	2	0.84	25	No	25	85th Percentile speed downgraded. Residential land uses along street.
24	Koyalene Street	Stoner Creek	Walnut Hill	4/20/2017	Eastbound/Westbound	33	40	1318	0.24	1188	0.000	0	0.84	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b).
25	N California Avenue	Nelson	Valley	4/19/2017	Northbound/Southbound	30	35	1027	0.19	5718	2.463	3	0.84	35	Yes	30	85th Percentile speed downgraded due to high collision rate.
26	N Lincoln Avenue	Nelson	Stafford	4/26/2017	Northbound/Southbound	28	33	778	0.15	2176	0.000	0	0.84	-	Yes	30	85th Percentile speed downgraded.
27	Nelson Avenue	Vineyard	Puente	4/19/2017	Eastbound/Westbound	33	38	1907	0.36	6484	0.000	0	0.84	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
28829	Old Ranch Road	Brea Canyon	Fernero	4/19/2017	Northbound/Southbound	36	41	1570	0.30	3588	0.000	0	0.84	40	No	40	85th Percentile speed applied.
30	Orange Avenue	Nelson	Valley	4/25/2017	Northbound/Southbound	32	37	1191	0.21	11675	1.861	5	0.84	35	Yes	30	85th Percentile speed downgraded. Due to high collision rate.
31	Parnott Place	Don Julian	Salt Lake	4/25/2017	Northbound/Southbound	27	33	1371	0.22	1048	0.000	0	0.84	-	Yes	30	85th Percentile speed rounded down per CVC Section 21400(b).
32	Parnott Place	El Encanto	Don Julian	4/25/2017	Northbound/Southbound	33	38	998	0.19	1737	0.000	0	1.31	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b).
33	Parnott Place	Proctor	El Encanto	4/25/2017	Northbound/Southbound	34	38	858	0.12	1451	0.000	0	0.84	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b).
34	Railroad Avenue	Temple	Balboa Park	4/19/2017	Eastbound/Westbound	33	42	1523	0.28	3032	0.000	0	0.84	35	No	35	85th Percentile speed downgraded due to sharp curve at end of segment at Balboa Park.

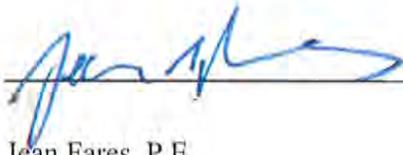
City of Industry
2017 Speed Survey
Summary

No. of Location	Location Name	Segment Start	Segment End	Date	Direction	50th	#5th	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	4/20/2017	Eastbound/Westbound	35	44	3736	0.48	9007	0.8758	4	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed rounded down per CMC Section 21402(b).
36	Rowland Street	Lawson	Fullerton	4/20/2017	Eastbound/Westbound	33	40	1986	1.23	8300	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	2122	0.8961	2	0.94	35	Yes	30	85th Percentile speed downgraded due to high collision rate.
38	S Lawson Street	Rowland	Railroad	4/20/2017	Northbound/Southbound	31	37	1566	0.30	1578	1.8513	1	0.94	35	No	35	85th Percentile speed applied.
39	S Mayo Avenue	Old Ranch	Grand Crossing	4/26/2017	Eastbound/Westbound	38	46	1818	0.34	2121	0.0000	0	1.31	40	No	40	85th Percentile speed downgraded due to high collision rate.
40	Salt Lake Avenue	7th	Tumbull Canyon	4/26/2017	Eastbound/Westbound	36	42	4237	0.80	1580	1.4409	2	0.94	35	No	35	85th Percentile speed downgraded due to high collision rate.
41	Satre Street	Glendora	Stafford	4/25/2017	Eastbound/Westbound	26	29	681	0.13	4739	0.0000	0	1.31	-	Yes	25	85th Percentile speed rounded down per CMC Section 21405(b).
42	Stafford Street	Soto	Hacienda	4/25/2017	Eastbound/Westbound	32	36	739	0.14	10845	1.8030	3	1.18	30	No	30	85th Percentile speed downgraded due to high collision rate.
43	Stafford Street	Hacienda	Unruh	4/26/2017	Eastbound/Westbound	24	30	2865	0.54	2062	0.8162	1	0.94	35	Yes	30	Speed limit decreased from existing. 85th Percentile speed applied.
44	Stafford Street	Glendora	Sitra	4/25/2017	Eastbound/Westbound	31	35	934	0.18	5644	0.8834	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	Preston														Speed data to be re-collected.
47	Tumbull Canyon Road	Preston	Don Julian														Speed data to be re-collected.
48-49	Valley Boulevard	Azusa	Hambledon	4/19/2017	Eastbound/Westbound	42	50	2645	0.50	35803	0.7109	14	1.18	50	No	50	85th Percentile speed applied.
50	Vineyard Avenue	Nelson	Valley	4/19/2017	Northbound/Southbound	28	33	1207	0.23	16754	0.7153	3	0.94	35	No	35	85th Percentile speed applied.
51	Vineyard Avenue	Temple	Nelson	4/19/2017	Northbound/Southbound	32	37	1829	0.35	9973	0.0000	0	0.94	35	No	35	85th Percentile speed applied.
52	Grand Avenue	Ferrero	Baker	4/27/2017	Northbound/Southbound	46	51	1051	0.18	36583	0.5547	4	1.18	50	No	50	85th Percentile speed applied.
53	Cumier Road	Lemon	Brea Canyon	4/20/2017	Eastbound/Westbound	41	45	3047	0.58	8955	1.9887	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 divergence, 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. 6.3

HANDOUT ITEM

(To be Distributed Prior to Meeting)

CITY COUNCIL

ITEM NO. 7.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: James M. Casso, City Attorney

DATE: March 22, 2018

SUBJECT: Process for appointment of City Engineer

BACKGROUND: At the May 25, 2017, Council meeting, the Council delegated to the City Manager the authority to select the “best qualified to serve as City Engineer” from the “bench” of qualified consultant engineers and engineering firms.

DISCUSSION: Before Council is the reestablishment of a longstanding practice wherein the City Council, by approval of a professional services agreement, would appoint the City Engineer.

RECOMMENDATION: Staff seeks direction.

CITY COUNCIL

ITEM NO. 7.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Troy Helling, Public Safety Manager
Kristen Weger, Management Analyst III *KW*

DATE: March 22, 2018

SUBJECT: Consideration of a License Agreement with Penegon East, Inc., for Access to Assessor's Parcel Numbers 8264-001-943 and 8264-001-944 located at 17301 Gale Avenue as a Temporary Overflow Parking Area for Vehicle Inventory

Background:

In 2016, the City of Industry ("City") was contacted by Leo Hoffman Chevrolet, Inc., ("Puente Hills Chevrolet") regarding the temporary use of the property located at 17301 Gale Avenue as an overflow parking area for vehicle inventory. City Council approved the License Agreement ("Agreement") on October 27, 2016 which included one (1) acre of overflow parking at a rate of \$1,000 a month.

In 2017, Puente Hills Chevrolet was purchased from Leo Hoffman Chevrolet, Inc., by Penegon East, Inc., ("Penegon East"). On October 26, 2017, City Council approved Amendment No. 1 extending the term of the Agreement through March 31, 2018 and naming Penegon East as the Licensee.

On March 10, 2018, Penegon East contacted the City requesting to increase their lease space to accommodate parking for an additional one hundred vehicles. City staff reviewed and determined an additional 0.35 acre space is available to be leased. The Agreement would increase Penegon East's total lease space to 1.35 acres at a monthly rate of \$1,350.00 The Agreement shall be for a term of one year, terminating on March 31, 2019. The City Manager, at his sole discretion, may grant two, one-year extensions to the Agreement.

Penegon East is responsible for maintaining the premises which shall include, but is not limited to, weed abatement and installing a fence around the premises. Penegon East shall also provide a site plan to the City, which shall detail the configuration of the vehicles on the premises, and which shall provide sufficient ingress and egress for public safety vehicles. The lot is ideal for overflow vehicle parking due to the close proximity to the Puente Hills Chevrolet dealership. The City may, by written notice, terminate the License Agreement at any time.

Fiscal Impact:

Penegon East will be leasing 1.35 acres at a lease rate of \$1,350.00 per acre per month. Payment of \$1,350.00 per month shall be payable to the City in advance on the first day of each month during the term of the Agreement. The lease rate is based on the City's overflow vehicle parking lease rate of \$1,000 per month per one (1) acre.

Recommendation:

- 1.) Staff recommends that the City Council approve the License Agreement with Penegon East, Inc., dated March 22, 2018.

Exhibit:

- A. License Agreement with Penegon East, Inc., dated March 22, 2018
-

TH/KW:af

EXHIBIT A

License Agreement with Penegon East, Inc., dated March 22, 2018

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated March 22, 2018, (“**Effective Date**”) is entered into by and between the City of Industry, a public body, corporate and politic (“**Licensor/City**”), and Penegon East, Inc. a California corporation (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the City is the owner of certain property located at **17301 Gale Avenue, City of Industry, CA 91748**, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8264-001-943 and 8264-001-944**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises as an overflow parking area for its vehicle inventory; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use the Premises as an overflow parking area for its vehicle inventory (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Premises, including, but not limited to the use of the surrounding area by other car dealerships for overflow parking for vehicle inventory, and provided Licensee provides written notice to the Licensor at least five (5) days prior to Licensee first entering upon the Premises (said written notice shall state the purpose for the entry upon the Premises, and said entry shall not exceed the stated purpose). Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated as “Chevy” and “Chevy2” in Exhibit A, and that Licensor may grant a license to other car dealerships to utilize other portions of the Premises (as set forth in Exhibit A), for overflow parking for vehicle inventory.

2. Payment. Licensee shall pay Licensor, and Licensor shall accept One Thousand Three Hundred Fifty Dollars (\$1,350.00) (“**License Payment**”) per month, for the use of the Premises. Payment shall be due in advance on the first day of each month during the term of the Agreement. For the month of March 2018, the rent shall be pro-rated, and the pro-rata License

Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91746.

3. Permitted Use. The Permitted Use is hereby defined to include overflow parking area for vehicle inventory. Further, Licensee shall ensure that upon close of business each day, all vehicles are locked and secured on premises to deter theft, and other criminal activities. Prior to any initial entry on the Premises, Licensee shall provide a site plan to the Licensor, which shall detail the configuration of the vehicles on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall obtain any and all approvals required by the Los Angeles County Fire Department prior to initial entry on the Premises. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Prior to commencement of the Permitted Use, City shall install a fence around the Premises to designate the area in which the Permitted Use shall occur. Licensee shall maintain the Premises, which shall include, but is not limited to, weed abatement. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“Permits”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such

contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and City Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/City Representatives. Any insurance or self-insurance maintained by the Licensor/City Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/City Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

(e) Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of

the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the City.

(i) Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the City.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the City and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the City collectively, the "**City Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the City and any and all City Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall commence as of the Effective Date of this Agreement, and shall automatically terminate on **March 31, 2019**. City Manager, at his sole discretion, may grant two, one year extensions to this Agreement. Notwithstanding the foregoing, upon written request by Licensee, the City Manager, at his sole discretion, may grant one, two-year extension to this Agreement. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon 30 days' written notice to Licensee. Further, in the event Licensor sells or transfers the Premises during the term of this Agreement, this Agreement shall terminate upon seven (7) days written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement and shall fail to cure such breach within ten (10) business days of written notice from Licensor specifying the nature of any such breach, Licensor shall have the right to terminate this Agreement upon written notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises, to show the Premises to potential purchasers, to inspect the premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, City or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor: Mark D. Radecki
Mayor
15625 East Stafford Street, Suite 100
City of Industry, CA 91744
Tel: (626) 333-2211
MRadecki@cityofindustry.org

With a Copy to: James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Tel: (626) 269-2980
jcasso@cassosparks.com

Licensee: Dermot Brennan, Vice President
Penegon East, Inc.
17300 East Gale Avenue
City of Industry, CA 91748
Tel (626) 913-0440

14. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee is entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee does so at its sole risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

15. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between City and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

16. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

(SIGNATURES ON FOLLOWING PAGE)

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

“LICENSOR”

“LICENSEE”

CITY OF INDUSTRY

PENEGON EAST, INC.

By: _____
Mark D. Radecki, Mayor

By:  _____
Dermot Brennan, Vice President

ATTEST:

Diane M. Schlichting, City Clerk

APPROVED AS TO FORM:

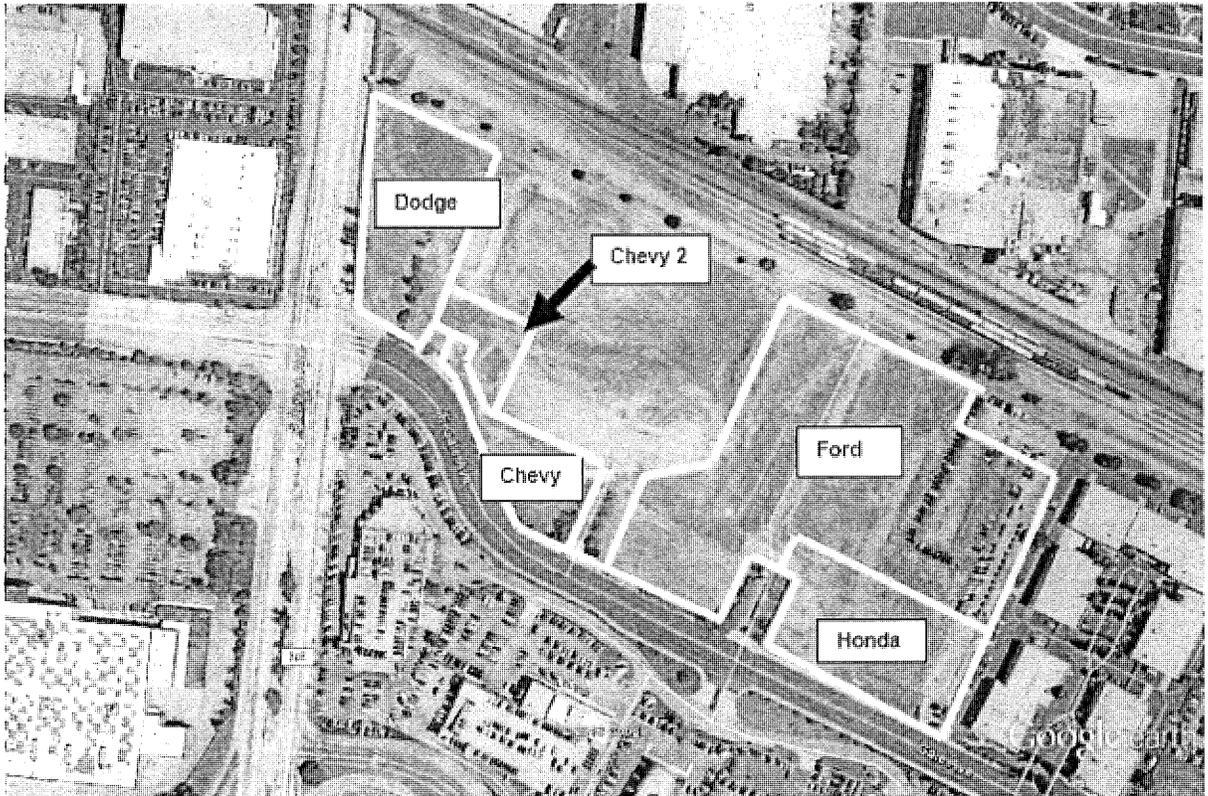
James M. Casso, City Attorney

EXHIBIT A

Legal Description

Assessor's Parcel Numbers (APN) 8264-001-943 and 8264-001-944 located at 17301 Gale Avenue, City of Industry, CA 91748. The area identified as "Chevy" and "Chevy 2" in the map below by defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Location Map – 17301 Gale Avenue



CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Public Safety Manager
Kristen Weger, Management Analyst III *kw*

DATE: March 22, 2018

SUBJECT: Consideration of a Professional Services Agreement with Nobel Systems, Inc., for scanning services and GeoViewer mobile application, in an amount not to exceed \$2,183,000.00 from March 22, 2018 to March 22, 2021

Discussion:

City staff requested a proposal from Nobel Systems, Inc. ("Nobel") to provide scanning services for a significant number of documents related to Business Licenses, Use Permits, engineering as-built drawings, and Construction Permits. All of these documents are stored in hard copy format within the City in different paper formats such as 8½" x 11", 11" x 17", 24" x 36", 34" x 48" etc. The City requested Nobel to scan these documents into a digital format and link them to their respective Parcel Polygons or a location by using the address/APN information in GIS. These documents can be viewed by using Nobel Systems GeoViewer Online and mobile application Document Manager System for their day to day operations. These scanned documents can be retrieved through GeoViewer Online/Mobile application just by selecting or clicking on a parcel.

The following is a summary of the scanning services and GeoViewer mobile project:

- Business License Documents
- Use Permit Card Documents
- Engineering As-Built Drawings
- Successor Agency Maps at CNC Office
- Microfiche Documents
- Construction Permits inside City Hall (Planning Dept.)
- Construction Permits in Gold Room (Planning Dept.)
- GeoViewer Mobile iPad/iPhone application annual hosting fee for unlimited licenses (for 3 years)
- Annual GeoViewer online hosting fee increase for loading all documents in Nobel Servers (for 3 years)

By digitizing all of the City's engineering, utility, planning, business, and building files it allows staff and contractors the ability to search and locate City records in a timely manner. City staff is requesting consideration of a Professional Services Agreement with Nobel Systems, Inc., to provide the above-mentioned services.

Fiscal Impact:

Appropriate \$2,183,000.00 to General Fund – Information Technology – Computer Supplies and Services (Account No. 100-525-5695.01) for the Professional Services Agreement.

Recommendation:

- 1.) Staff recommends that the City Council approve the Professional Services Agreement with Nobel Systems, Inc., dated March 22, 2018; and
- 2.) Appropriate \$2,183,000.00 to General Fund – Information Technology – Computer Supplies and Services (Account No. 100-525-5695.01).

Exhibit:

A. Professional Services Agreement with Nobel Systems, Inc., dated March 22, 2018

KW/TH:af

EXHIBIT A

Professional Services Agreement with Nobel Systems, Inc., dated March 22, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 22, 2018 (“Effective Date”), between the City of Industry, a municipal corporation, (“City”) and Nobel Systems, 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 22, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Geographical Information System 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 Two Million One Hundred Eighty Three Thousand Dollars (\$2,183,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. 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: Balaji Kadaba, Vice President
Nobel Systems, Inc.
436 E. Vanderbilt Way
San Bernardino, CA 92408

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 and 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"
Nobel Systems, Inc.

By: _____
Mark D. Radecki, Mayor

By: Balaji Kadaba 03/13/18
Balaji Kadaba, Vice 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 the following services:

Provide the City with enterprise level access to the GeoViewer Online service. Said access shall be made available through individual secure user identification. Based upon user identification and associated groups, the City will have access to departmental spatial datasets, Google imagery, Google street view and other local government geospatial data through a user-friendly interface. Each user will have unlimited use of GeoViewer Online for the Term of the Agreement.

Consultant shall digitize all maps, drawings, licenses and permits to include, but not limited to:

- 1.) Business License documents;
- 2.) Use Permit cards;
- 3.) Engineering drawings;
- 4.) Successor Agency maps stored at CNC Engineering;
- 5.) Microfische documents; and
- 6.) Construction Permits at City Hall and in storage.

Consultant shall provide the City with the following:

1. Integrate existing GIS spatial layers into the GeoViewer platform;
2. Setup all user accounts, perform system testing, and schedule user training; and
3. Scan, integrate and hyperlink engineering, planning and building digital files, as-builts and videos as directed by the City.
4. Integrate the GeoViewer platform with the City's Cartegraph software.
5. Create a custom tool to allow the City to upload files through GeoViewer Online.
6. Create custom Document Viewer tool within GeoViewer Online to allow the City to search and locate documents via tract number, location description, street name, street intersections, project number, project location, and various other descriptors.
7. Index files on Laserfische and load them in GeoViewer Online, as directed by the City.
8. Upload all content requested by the City. Consultant shall upload all digital content within 24 hours of receipt by the City.
9. Provide unlimited training on GeoViewer and any related functions of GeoViewer necessary to carry out the terms of this Agreement. Said training shall be provided by Consultant as requested by the City. City may require either on-site training, or virtual training through GoToMeeting.
9. Provide immediate support services from 8:00 a.m.-6:00 p.m., Monday through Friday, through a customer service number which shall be provided by Consultant. Consultant shall respond to all after-hour requests within two hours. In the event that it is necessary

for Consultant to provide immediate support at City Hall, Consultant shall respond to City Hall within two hours.

10. Provide 24/7 access to GeoViewer Online, except during necessary maintenance periods. Consultant shall provide City with no less than 48 hours notice of any maintenance. All maintenance shall be done outside of the City's business hours.

Consultant shall provide the following through GeoViewer Online:

- Access to interactive atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area. For purposes of this Agreement, the "service area" shall include the City, and a five mile radius around the City. All parcel data shall be available for all locations within the service area. Address data shall be available worldwide.
- Map updates shall be seamlessly delivered to without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with system infrastructures
- Standard map navigation including pan, zoom in and zoom out, full extent
- Layer Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Support ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Support a variety of images including MrSid or tif.
- Intuitive Select Toolbar. Select multiple features in multiple themes and Find features within a specified distance, and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases
- Hyperlink scanned documents to features for easy retrieval.
- GPS location
- A mechanism for uploading the documents through a document upload tool
- GeoViewer Mobile iPad/iPhone application and annual hosting for unlimited licenses

EXHIBIT B
RATE SCHEDULE

SI No. • Type of Document and Description • Estimated Size • Estimated Quantity • Cost /Sheet • Cost /File • Cost

SI No.	Type of Document and Description	Estimated Size	Estimated Quantity	Cost /Sheet	Cost /File	Total Costs
1	Business License Documents					
	Scanning of Business License documents	8 1/2 x 11	60,000	\$0.60	-	\$36,000.00
	Prep work for Business License documents	8 1/2 x 11	60,000	\$0.10	-	\$6,000.00
	Scanning of Business License documents	11 x 17	1,200	\$1.50	-	\$1,800.00
	Scanning of Business License documents	24 x 36 or 36 x 48	600	\$3.00	-	\$1,800.00
	Indexing of Business License documents	-	12,000	-	\$2.00	\$24,000.00
Total costs for Business License Documents						\$69,600.00
2	Use Permit Cards					
	Scanning of Use permit cards	8 1/2 x 6	8,000	\$0.60	-	\$4,800.00
	Indexing of Use Permit cards	8 1/2 x 6	8,000	-	\$0.50	\$4,000.00
Total costs for Use Permit cards Documents						\$8,800.00
3	Engineering Drawings					
	Scanning of Engineering Drawings	24 x 36 or 36 x 48	33,000	\$3.00	-	\$99,000.00
	Indexing of Engineering Drawings	24 x 36 or 36 x 48	33,000	-	\$0.50	\$16,500.00
Total costs for Engineering Drawings						\$115,500.00
4	Successor Agency Maps at CNC Office					
	Scanning of Successor Maps	24 x 36 or 36 x 48	12,600	\$3.00	-	\$37,800.00
	Indexing of Engineering Drawings	24 x 36 or 36 x 48	12,600	-	\$0.50	\$6,300.00
Total costs for Engineering Drawings						\$44,100.00
5	Microfische Documents					
	Scanning of Building and Safety Microfische	24 x 36 or 11 x 17	270,000	\$0.50	-	\$135,000.00
	Indexing of Building and Safety Microfische	24 x 36 or 11 x 17	270,000	-	\$0.10	\$27,000.00
Total costs for Construction Permits						\$162,000.00
6	Construction Permits inside City Hall (Planning Dept.)					
	Scanning of Construction Permits	8 1/2 x 11	464,000	\$0.60	-	\$278,400.00
	Scanning of Construction Permits	11 x 17	24,000	\$1.50	-	\$36,000.00
	Scanning of Construction Permits	24 x 36 or 36 x 48	32,000	\$3.00	-	\$96,000.00
	Indexing of Engineering Drawings	24 x 36 or 36 x 48	16,000	-	\$2.00	\$32,000.00
Total costs for Construction Permits						\$442,400.00
7	GeoViewer Mobile iPad/iPhone application annual hosting fee for unlimited licenses (for 3 Years)	-	-	-	-	\$60,000
Total costs for GeoViewer Mobile						\$60,000.00

8	Annual GeoViewer Online Hosting fee increase for loading all the documents in Nobel servers (for 3 Years)	-	-	-	-	\$60,000
Total costs for GeoViewer Online						\$60,000.00
9	Construction Permits in Gold Room (Planning Dept.)					
	Scanning of Construction Permits	8 1/2 x 11	1,276,000	\$0.60	-	\$765,600.00
	Scanning of Construction Permits	11 x 17	66,000	\$1.50	-	\$99,000.00
	Scanning of Construction Permits	24 x 36 or 36 x 48	88,000	\$3.00	-	\$264,000.00
	Indexing of Engineering Drawings	24 x 36 or 36 x 48	44,000	-	\$2.00	\$88,000.00
Total costs for Construction Permits						\$1,216,600.00
Shipping and Handling						\$4,000.00
Grand Total						\$2,183,000.00

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 7.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: James M. Casso, City Attorney

DATE: March 22, 2018

SUBJECT: Consideration of a Professional Services Agreement with C & C Engineering, Inc., for Engineering Services from March 22, 2018 to March 21, 2021

BACKGROUND: On March 14, 2018, Cordoba Corporation informed Mayor Radecki that it had decided to terminate its working relationship with the City. With Cordoba's resignation, it has become necessary for the City Council to enter into an agreement with an engineering firm to serve as the City's Engineer. Since the early 1980s, C&C Engineering, Inc., ("C&C") has served the City in various capacities, assisting with engineering projects for the City's agencies, commissions and boards. Starting in 2016, with the departure of certain staff members, C&C served as City Engineer for about one year.

DISCUSSION: Before Council is a three-year agreement with two one-year extensions, engaging C&C Engineering for engineering services and specifically designating Joshua Nelson as the contract City Engineer. Attached to the Agreement, as Exhibits A and B, is the scope of services and C&C's rate schedule, which is consistent with the charges C&C currently charges the City for certain engineering services.

RECOMMENDATION: Approve the Agreement.

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 22, 2018 (“Effective Date”), by and between the City of Industry, a municipal corporation, (“City”), the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (“Agency”), and the Industry Public Utilities Commission, a public body, corporate and politic (“IPUC”) (collectively, the “City”) and C & C Engineering, Inc., a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the 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; and

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 March 21, 2021, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City at its sole and exclusive option, may grant two one (1) year extensions to 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 engineering services, serving a municipal agency.

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

(c) 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/Agency and IPUC Executive Director 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. For Consultant, Joshua L. Nelson shall serve as the contract City, Agency and IPUC Engineer.

4. PAYMENT

(a) The City agree to pay Consultant bi-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.

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

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the

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

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) 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.

(c) In the event this Agreement is terminated pursuant to this section, the Consultant shall provide the City with all sketches, pencil tracings of working drawings, plans, computations in reproducible form, specifications and all contract documents shall be the property of the City without restriction or limitation upon use, duplication or dissemination. With the written permission of the City, Consultant shall be entitled to retain copies of such documents as it may require. It is contemplated that during the Term of this Agreement, all of aforementioned original plans, sketches, drawings, contracts and the like shall be maintained in the possession of the City, but the Consultant may retain copies of all such documents. The City may require Consultant to surrender possession thereof of all existing original documents and work product in Consultant possession upon thirty (30) day notice.

(d) Consultant agrees that approval of this Agreement shall automatically cause the termination of any underlying agreements for engineering services between the City and Consultant, including, but not limited to, the agreement with the City dated September 22, 2016, and any subsequent amendments thereto. Consultant further waives and releases the City, their officials, employees and agents from any and all claims for damages pertaining to the termination of any prior agreements for engineering services between the City and Consultant.

7. OWNERSHIP OF DOCUMENTS

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

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs that arise out of, pertain to, or relate to 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, 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. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

9. INSURANCE

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

10. INDEPENDENT CONSULTANT

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

employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation,

to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which any party may desire to give to any 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/Executive Director

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

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

16. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the

City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach

of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

(SIGNATURES ON FOLLOWING PAGE)

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

“CITY”
City of Industry

“CONSULTANT”
C & C Engineering, Inc.

By: _____
Mark D. Radecki, Mayor

By: _____
Clement N. Calvillo, President

By: _____
Mary R. Calvillo, Secretary

Attest:

By: _____
Diane M. Schlichting, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

“AGENCY”
Successor Agency to the Industry Urban-
Development Agency

By: _____
Mark D. Radecki, Chairman

Attest:

By: _____
Diane M. Schlichting, Secretary

Approved as to form:

By: _____
James M. Casso, Agency General Counsel

IPUC
Industry Public Utilities Commission

By: _____
Mark D. Radecki, Chairman

Attest:

By: _____
Diane M. Schlichting, Secretary

Approved as to form:

By: _____
James M. Casso, Commission General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide engineering staff augmentation services as needed and if requested including but not limited to:

1. General Engineering and Project Management

- A. Serve as City Engineer; designated City Engineer/Agency Engineer and Deputy City Engineer/ Agency Engineer must be a registered civil engineer in the State of California;
- B. Manage and provide all aspects of civil engineering, traffic engineering, front counter permit services, plan checking, development conditioning, capital project management, construction inspection, and assistance in obtaining federal, state and other funding for transportation and other infrastructure projects;
- C. Review all matters pertaining to engineering to ensure that initiatives proposed and implemented by the City/Agency and others are done in a manner that protects the City's/Agency's interests, and are consistent with local, state and federal laws;
- D. Assist in planning, coordinating, supervising and evaluating infrastructure, programs, plans, and services;
- E. Evaluate the City's/Agency's needs and formulate short- and long-term plans to meet needs in all areas of public works improvements, including streets, sewers, storm drains, water distribution system, street lights, traffic signals, bridges, median islands, municipal facilities and all other improvements within the public right-of-way;
- F. Provide engineering, design services, land surveying and manage construction of public works projects, including construction inspection and construction staking;
- G. Be available to public and private developers to handle matters dealing with the engineering functions of city government;
- H. Maintain, at City Hall, municipal engineering records and maps required to ensure accurate information is available to the public and City/Agency staff;
- I. Prepare reports, investigations, studies and evaluations as may be requested by the City;
- J. Advise the City/Agency as to engineering and construction funding available from other government agencies, and when so directed, prepare and initiate applications for funding;
- K. Serve as Resident Engineer when required pursuant to Caltrans/federal requirements;

- L. Design of capital improvement projects, improvement plans, specifications, bid documents, and public improvement project management and inspection;
- M. Solicit proposals for capital improvement project design work, construction management, and inspection, as needed;
- N. Review and evaluate bid submittals;
- O. Provide construction observation, management, inspection, and staking during the construction of City/ Agency projects; act as Resident Engineer; assist with cost estimating, approval of payments, and change orders, filing of notices, and other tasks;
- P. Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisition, and rights-of-way for engineering projects;
- Q. Negotiate land acquisitions, dispositions, easements, agreements, leases, and other associated property rights as it relates to engineering projects and/or the dissolution of the Agency;
- R. Assist with the development and implementation of a multi-year Capital Improvement Program for the City and Agency;
- S. Attend City Council, Successor Agency to the Industry Urban-Development Agency, Oversight Board of the Successor Agency to the Industry-Urban Development Agency, Industry Public Utilities Commission, Planning Commission, Civic-Recreational-Industrial Authority and other meetings as requested;
- T. Provide such other related engineering services as requested by the City Manager/Executive Director or other City/Agency Management Personnel or their designee;
- U. Provide peer review for City/Agency contractors and accept peer review from City/Agency Contractors, as directed;
- V. Conform to systems of procurement, administrative and financial controls, as directed;
- W. Provide NPDES services that are necessary and related functions as are the normal practice of City Engineering Departments including any stormwater projects required of the City;
- X. Maintain the City's/Agency's digital and plotted atlases of all infrastructure and assets
- Y. Provide utility coordination services as requested; and
- Z. Assist the City with any needs or requests affiliated with city owned property both within City limits and outside City limits.

2. Development Review

- A. Review proposed improvements and land developments and provide recommendation as to engineering matters to ensure conformance with City ordinances and state law;
- B. Perform statutory functions of City/ Agency Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances;
- C. Provide a "turn around" checking time for maps and improvement plans within a reasonable number of days for the first plan check once the application has been deemed complete and all subsequent plan checks necessary until plan is approved. The Engineer shall notify the applicant in writing of any final plan or final map deficiencies within the timeframe required by State law, specifying those items needed to complete the application;
- D. Establish performance, labor and material bond amounts when required and ensure the posting of such bonds within the proper time sequence of such development control;
- E. Provide necessary and related functions as are the normal practice of City/Agency Engineering in control of private development; and
- F. Provide front counter in-take and public information services.

3. Traffic Engineering

- A. Provide support and expertise in the application of Traffic Engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods within the City;
- B. Ensure compliance with requirements of Section 627 of the California Vehicle Code and all other applicable federal, state, and local laws;
- C. Provide comprehensive analyses of existing and projected traffic conditions; intersection design, rail line or at-grade crossing impacts, speed humps, City parking lot design, and traffic/transportation data collection services;
- D. Provide electronic traffic control device studies and designs (signs, signals, pavement markings, school zone flashers and curve warning flashers);
- E. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- F. Investigate citizen requests for traffic calming measures and respond to citizens, as directed by the City Manager/Executive Director or other City/Agency management personnel;

- G. Provide technical assistance for traffic signal design and day-to-day traffic operations including traffic signals;
- H. Provide technical input to City/ Agency staff with signing and striping changes, issuing workorders to address citizen requests, signal equipment upgrades and parts, collision analysis, speed limits, traffic volume data and other work performed by City/Agency staff;
- I. Review traffic plans for capital improvement projects and advise City/Agency on potential issues;
- J. Assist City with preparation of Annual Traffic Safety Report;
- K. Review development plans, including environmental impact reports and impact studies for potential traffic issues and advise on possible solutions;
- L. Review precise grading and public improvement plans for potential traffic issues and advise on possible solutions;
- M. Review traffic control plans for construction projects and advise on potential issues;
- N. Maintain traffic collision database and advise on traffic issues involved. And
- O. Serve as the Traffic Engineer if requested.

4. Construction Inspection

- A. Coordinate and attend pre-construction meetings;
- B. Process shop drawings, submittals and requests for information (RFIs) from contractors;
- C. Provide field inspections of work in progress to ensure compliance with plans and specifications;
- D. Follow federal requirements and procedures and filing system for federally funded projects;
- E. Take digital photos of each construction phase throughout duration of project;
- F. Serve as inspector of record (create red lines on as-built drawings) for work inspected;
- G. Prepare and file written daily inspection reports;
- H. Coordinate inspections with utility companies as necessary;
- I. Coordinate special testing and inspection work as required;
- J. Report instances of apparent non-compliance with contract plans, specifications to Director of Development Services and Administration or other City/Agency management personnel or their designee for resolution;
- K. Verify prevailing wages and payroll information; and
- L. Process progress payment applications.

5. Testing

Consultant shall oversee the testing and review construction method and material compliance testing reports. Testing will include, but not be limited to:

- A. Soil compaction testing;
- B. Asphalt concrete testing; and
- C. Concrete slump and strength testing.

6. Federally Funded Projects

- A. Secure all necessary permits, including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection, and construction administration;
- B. Provide all services in accordance with Caltrans standards, FHWA standards, and City/ Agency standards;
- C. Comply with California Government Code Section 8355 in matters relating to the provision of a drug-free workplace;
- D. Comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., that govern allowable elements of cost;
- E. Comply with the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and
- F. Comply with CFR Title 49, Part 29, Debarment and Suspension of Certificate, refer to Exhibit 12-E "Debarment and Suspension Certificate" in Chapter 12 of the Caltrans Local Assistance Manual.

7. Provision of Services

- A. Place the highest emphasis on customer service;
- B. Be reachable and available to respond to City/Agency emergencies at all times. Consultant must provide City/ Agency with emergency contact numbers for key personnel to facilitate the immediate response by Consultant to emergencies and provide an updated contact list when needed;
- C. Communicate effectively with citizens before, during, and after construction projects;

- D. Consultant shall provide written comments for initial and subsequent review within a reasonable number of days from date of receipt of the plans. Consultant shall provide comments for expedited plan reviews on a case by case basis;
- E. Consultant will meet approximately twice per month with the Director of Development Services and Administration or other designated staff to provide comprehensive updates on all pending assignments; and
- F. Consultant will make initial contact in response to staff and developer inquiries and citizen concerns within a reasonable amount of time after receipt by the City and update the reporting party and City/Agency staff regularly throughout the investigation and resolution period.

8. City's Industry Public Utility Commission (IPUC) Services

Support of the City's Industry Public Utility Commission (IPUC). Consultant will provide the following services either with Consultant employees or through the use of sub-consultants necessary to develop, conduct, oversee, operate, and grow the IPUC including, at a minimum, all program and project management services needed to ensure adherence to local, state and federal regulations, and operational updates needed to develop and secure the IPUC's financial viability under the following major categories:

A. IPUC Administration

Administrative services for the IPUC needed to ensure proper operation, reporting, and compliance of the IPUC's electric systems and function.

B. Asset Management

Asset management services for IPUC facilities, systems and equipment.

C. File Management

Develop and maintain the IPUC files and databases including, at a minimum the approval, routing, organization, upload and access to appropriate and required personnel.

D. Power Procurement

Oversee the contractors and regulations required in purchasing and supplying the energy needs of the IPUC customers and system, including, at a minimum, contractor(s) contractual obligation and performance, energy pricing review, communications, and obligations and reporting.

E. Environmental Oversight

Oversee, select and work with contractor, local, state and federal officials in providing guidance on the environmental requirements needed to operate and maintain the IPUC facilities, equipment, property, and infrastructure.

F. Legacy Issues

Work with the City and its contractors with legacy concerns that have not been resolved, including, at a minimum, consultation, strategy development, action plan implementation, and corrective actions needed to inform or correct past information or actions.

G. Staff Augmentation

Provide and make available the necessary staff and personnel required to administer the IPUC, including at a minimum, management, program, project, engineering, administrative and support personnel.

H. Process Development and Implementation

Develop and implement IPUC processes and standards needed to operate and maintain the IPUC department, including, at a minimum, customer connections, contract approval, fees and deposits and operation and maintenance procedures.

I. After Hours Response

Provide after-hours response, communication, oversight, and availability for the IPUC facilities, equipment and infrastructure. Personnel responsible for after-hours work will be assigned as needed depending on schedules and availability.

J. Engineering

Provide technical engineering support and services for IPUC facility and infrastructure design and construction.

K. Field Visits

Acting as IPUC staff, will attend, set-up, facilitate, and coordinate visits to IPUC facilities, equipment, infrastructure and property as needed or required by mandates, regulation or requested by the designated City officials.

L. Strategic Planning

Assist with City strategic planning services to further the IPUC growth and financial expansion.

M. Project Management

Provide project management services, including, at a minimum, initiating, planning, implementing, execution, and close out of the scope, schedule and budget of existing and future IPUC projects, in addition to City projects requiring IPUC involvement.

N. Community Choice Aggregation (CCA)

Work with City to determine how they would like to proceed with this program.

O. Other duties as requested.

EXHIBIT B

RATE SCHEDULE

Civil Engineering Services		Municipal Engineering Services	
Principal	\$235.00	City Engineer/Agency Engineer	\$235.00
Sr. Project Manager/Civil Engineer	\$185.00	Deputy City/Agency Engineer	\$195.00
Project Manager/Civil Engineer	\$165.00	Plan Checker Engineer	\$145.00
Sr. Construction Manager	\$185.00	Plan Checker	\$125.00
Construction Manager	\$165.00	Sr. Construction Manager	\$185.00
Sr. Project Engineer	\$155.00	Construction Manager	\$165.00
Project Engineer	\$145.00	Sr. Construction Inspector	\$165.00
Sr. Design Engineer	\$135.00	Construction Inspector	\$135.00
Design Engineer	\$125.00	Permit Coordinator	\$130.00
CADD Operator	\$110.00	Administrative Supervisor	\$95.00
Administrative Supervisor	\$95.00	Administrative Assistant	\$80.00
Administrative Assistant	\$80.00	Senior Energy Advisor	\$235.00
Clerical	\$70.00	Field Operations	\$140.00
Intern	\$70.00		

Field Survey and Inspection Services	
Director of Survey	\$185.00
Survey Manager	\$165.00
Land Surveyor	\$145.00
One Person Crew	\$160.00
Two Person Crew	\$250.00
Three Person Crew	\$325.00
Sr. Construction Inspector	\$165.00
Construction Inspector	\$135.00

The above-mentioned rates shall be adjusted at the beginning of each fiscal year, commencing July 1, 2020, pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics as of December of the prior calendar year for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area average, all items, not seasonally adjusted, rounded up to the nearest five dollars (\$5.00) per hour, however, such adjustment shall be no less than 2.5% per year.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City and/or Agency, 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 \$2,000,000.00 per occurrence, \$5,000,000.00 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 City and Agency, their 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 reserve 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 and/or Agency 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 and Agency before the City's and/or Agency'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 and/or Agency 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 and Agency, their 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/or Agency, 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 and/or 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 and/or Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City and Agency 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 Agency and their 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 and Agency reserve 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, Agency 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 reserve 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 and Agency 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. 7.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: James M.Casso, City Attorney

STAFF: Kristen Weger, Management Analyst III *kw*

DATE: March 22, 2018

SUBJECT: Consideration of a Professional Services Agreement with MuniEnvironmental, LLC for Environmental and Recycling Consulting Services, in an amount not to exceed \$1,000,000.00, from March 22, 2018 to March 21, 2021

Background:

Pursuant to the City of Industry Municipal Code Section 3.04.055 Professional Services, professional services greater than ten thousand dollars shall require prior approval by the City Council. For the purposes of this section, professional services shall include without limitation consultants, advisors, attorneys, architects, planners and engineers so long as the service performed does not constitute a public works project.

Since 2004, MuniEnvironmental, LLC formerly Waste Systems Technology, Inc., has been providing professional services to the City to ensure the City maintains compliance with AB 939 (California Integrated Waste Management Act of 1989), SB 1374 (mandatory construction diversion programming of 2002), California Green Building Code (2010 and forward), AB 341 (mandatory commercial recycling act), and AB 1826 (mandatory organics waste recycling) and assist the City in developing an accurate Use Permit Database.

Discussion:

The Professional Services Agreement with MuniEnvironmental, LLC for Environmental and Recycling Consulting Services, in an amount not to exceed \$1,000,000.00, from March 22, 2018 to March 21, 2021 would allow MuniEnvironmental, LLC to continue providing these professional services. Notwithstanding the foregoing, the City may grant two (2) one (1) year extensions.

Fiscal Impact:

Appropriate \$1,000,000.00 from General Fund – Commercial Recycling & Waste Management Programs – Professional Services (Account No. 100-526-5120.01) for the Professional Services Agreement with MuniEnvironmental, LLC.

Recommendation:

- 1) Staff recommends that the City Council approve the Professional Services Agreement with MuniEnvironmental, LLC, dated March 22, 2018; and
- 2) Appropriate \$1,000,000.00 from General Fund – Commercial Recycling & Waste Management Programs – Professional Services (Account No. 100-526-5120.01).

Exhibit:

- A. Professional Services Agreement with MuniEnvironmental, LLC, dated March 22, 2018
-

JC:kw

EXHIBIT A

Professional Services Agreement with MuniEnvironmental, LLC, dated March 22, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 22, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and MuniEnvironmental, LLC, 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 21, 2021, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may grant two (2) one (1) year extensions.

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 environmental and recycling consulting 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 One Million Dollars (\$1,000,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. 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: Jeff Duhamel, President
MuniEnvironmental, LLC
P.O. Box 33252
Long Beach, CA 90832

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

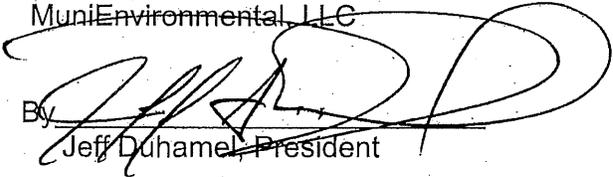
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

By: _____
Mark D. Radecki, Mayor

"CONSULTANT"
MuniEnvironmental, LLC

By:  _____
Jeff Duhamel, 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

The Consultant shall provide aspects of environmental and recycling consulting services as directed by City staff, which include, but is not limited to:

Task 1: Assist the City in solid waste reporting documents

- A. Provide assistance to identify current best practices in solid waste reporting and regulations in terms of solid waste franchises;
- B. Develop reporting processes for the City to remain in compliance with CalRecycle;
- C. Assist City staff in the update of Municipal Code definitions for waste types and enforcement mechanisms for haulers, residents, or business owners who fail to abide by CalRecycle and City regulations; and
- D. Propose alternate system(s) for solid waste recycling that could be considered for implementation to meet required State and county standards.

Task 2: Assist in the collection of data from solid waste franchise operator and recyclers

- A. Collect monthly tonnage and account information from current franchisees for 2016 and 2017 and complete reports necessary for State compliance.

Task 3: Analyze Community Development Department Practices for Compliance with Green Building Code

- A. Review the City's Development Services Department's practices for quantifying construction and demolition waste; and
- B. If necessary, propose a reporting structure that will meet CalRecycle and Green Building Code regulations.

Task 4: Assist with City's Interaction with CalRecycle

- A. Assist in the preparation of CalRecycle reports including the Electronic Annual Report (EAR report); and
- B. Participate in conference calls and annual tours with CalRecycle as scheduled.

Task 5: Community and Business Outreach

- A. Perform community and business outreach on mandatory commercial and organics recycling, to include field work, site visits, and customer assistance; and
- B. Resolve conflicts between franchisees and customers as related to City and State solid waste regulations.

Task 6: Miscellaneous Optional Tasks

- A. If requested, examine and provide recommendations for commercial waste collection from City facilities, City lease properties, or special business area waste removal funded by the City.

- B. If requested, provide technical support for the City in administration of the residential solid waste collection agreements.
- C. If requested, assist with data collection franchise operator and recyclers.

Task 7: Stormwater Monitoring Tasks

- A. If requested, review and examine existing stormwater outlets/inlets while conducting site visits. Prepare a report on stormwater outlets/inlets at sites to include date of visit, location, condition of stormwater outlet/inlet and next steps, if any; and
- B. If requested, coordinate with the City's engineering team to perform further Stormwater analysis of the site.

Task 8: Salvage Permit Program Tasks

- A. If requested, review and examine that all City recyclers have a Recycling Permit, report activities on a monthly basis and document all recycler and generator activities.

EXHIBIT B

RATE SCHEDULE

	Hourly Rate
Principal	\$190.00
Senior Consultant	\$160.00
Staff Consultant	\$135.00
Site Inspector	\$110.00
Administration	\$ 65.00

City shall reimburse Consultant its actual costs for all photocopying and postage, upon submittal of evidence of said costs along with the monthly invoice, as set forth in the Agreement.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 7.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Joshua Nelson, Program Consultant, CNC Engineering *JN*
Lisette Calleros, Funding Program Consultant, Avant Garde

DATE: March 22, 2018

SUBJECT: Consideration of Amendment No. 1 to Cooperative Agreement No. 07-5033 between the Successor Agency to the Industry Urban-Development Agency, the City of Industry, and Caltrans for the SR-60 to SR-57 Confluence at Grand Avenue Westbound Off-ramp Project

Background:

On October 16, 2015, the Successor Agency and the City entered Cooperative Agreement 07-5033 ("Cooperative Agreement") with Caltrans, defining the terms and conditions under which Caltrans would advertise the SR-57/60 Confluence at Grand Avenue Westbound Off-ramp Project ("Project") for contractor's bids, award the Project to the successful bidder, and administer the contract in terms of construction administration services. The Project is Phase II of the larger SR-57/60 Confluence Project and consists of an extension of a southbound SR-57 lane to the Grand Avenue off-ramp, reconstruction of the westbound loop on- and off-ramp to Grand Avenue, and reconstruction of the westbound SR-60 Grand Avenue intersection.

Through Metro's 2013 Call for Projects, the City secured \$9,447,781 in local Proposition C grant funds. In addition, the City secured \$10 million through the Federal Highway Administration's (FHWA) TIGER Discretionary Grant program. On March 29, 2016 and September 27, 2016, the City executed a TIGER Grant Agreement and Call for Projects Funding Agreement respectively. Each agreement specified the terms, project funding, scope of work, project schedule, reporting requirements and expenditure guidelines.

Discussion:

An amendment is necessary to transfer TIGER and Metro Call for Projects funds between Construction Support and Construction Capital phases in the Funding and Spending Summaries of the Cooperative Agreement because construction support costs have increased and construction bids came in less than the estimates provided at the time the

agreement was originally executed. There is no change in the total amount funds or project costs.

Fiscal Impact:

The estimated total cost for this project is \$22.5 million. The Cooperative Agreement established that Caltrans would advertise, award, and administer the project for an estimated cost of \$21.3 million. The grant funds amount to a combined 86% share in total project costs. The remaining 14% share is to be funded from the Successor Agency in the amount of approximately \$3,059,630; which is designated in bond proceeds for listed items on the Recognized Obligation Payment Schedule (ROPS). The City is the recipient of the TIGER and Metro Call for Projects funds while the Successor Agency is providing the matching funds.

This amendment will not change the total amount of funds or project costs, but instead will transfer the funds between phases in Caltrans' Funding and Spending Summaries as provided below for reference.

Original Funding Summary

Source	Funding Partner	Fund Type	Construction Support	Construction Capital	Totals
Federal	City	TIGER	\$0	\$10,000,000	\$10,000,000
Local	Agency	Agency funds	\$0	\$1,855,000	\$1,855,000
Local	City	Metro CFP	\$5,000,000	\$4,448,000	\$9,448,000
Totals			\$5,000,000	\$16,303,000	\$21,303,000

Amended Funding Summary

Source	Funding Partner	Fund Type	Construction Support	Construction Capital	Totals
Federal	City	TIGER	\$2,000,000	\$8,000,000	\$10,000,000
Local	Agency	Agency funds	\$0	\$1,855,000	\$1,855,000
Local	City	Metro CFP	\$3,000,000	\$6,448,000	\$9,448,000
Totals			\$5,000,000	\$16,303,000	\$21,303,000

Original Spending Summary

Fund Type	Construction Support			Construction Capital		Totals
	Caltrans	City	Agency	Caltrans	DFM Caltrans	
Federal Funds						
City TIGER	\$0	\$0	\$0	\$10,000,000	\$0	\$10,000,000
Local Funds						
Agency funds	\$0	\$0	\$0	\$1,506,624	\$348,376	\$1,855,000
City Metro CFP	\$5,000,000	\$0	\$0	\$4,448,000	\$0	\$9,448,000
Totals	\$5,000,000	\$0	\$0	\$15,954,624	\$348,376	\$21,303,000

Amended Spending Summary

Fund Type	Construction Support			Construction Capital		Totals
	Caltrans	City	Agency	Caltrans	DFM Caltrans	
Federal Funds						
City TIGER	\$2,000,000	\$0	\$0	\$8,000,000	\$0	\$10,000,000
Local Funds						
Agency funds	\$0	\$0	\$0	\$1,506,624	\$348,376	\$1,855,000
City Metro CFP	\$3,000,000	\$0	\$0	\$6,448,000	\$0	\$9,448,000
Totals	\$5,000,000	\$0	\$0	\$15,954,624	\$348,376	\$21,303,000

Recommendation:

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

Exhibits:

- A. Amendment No. 1 to Cooperative Agreement No. 07-5033 between the Successor Agency to the Industry Urban-Development Agency, the City of Industry, and Caltrans for the SR-57/60 Confluence at Grand Avenue Westbound Off-ramp Project

JN/LC:ml

EXHIBIT A

Amendment No. 1 to Cooperative Agreement No. 07-5033 between the Successor Agency to the Industry Urban-Development Agency, the City of Industry, and Caltrans for the SR-57/60 Confluence at Grand Avenue Westbound Off-ramp Project

[Attached]

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT 07-5033

THIS AMENDMENT NO. 1 (AMENDMENT 1) TO AGREEMENT 07-5033 (AGREEMENT), entered into and effective on _____, 2018, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Industry, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY, and:

Successor Agency to the Industry Urban-Development Agency, a public corporation/entity, referred to hereinafter as AGENCY, CITY and AGENCY are together referred to as LOCALS.

CALTRANS, CITY and AGENCY are collectively referred to herein as PARTNERS.

RECITALS

1. PARTNERS entered into AGREEMENT on October 16, 2015, defining the terms and conditions for the Construction phase of improvements to the state highway system (SHS) to the SR 60/to State Route 57 Confluence at Grand Avenue, referred to as PROJECT.
2. Under AGREEMENT, CITY is the sole SPONSOR and FUNDING PARTNER AND CALTRANS is the IMPLEMENTING AGENCY for PROJECT. CALTRANS is the CEQA and NEPA lead agency for the PROJECT.
3. PARTNERS wish to enter into AMENDMENT 1 to transfer TIGER and Metro Call for Project funds between Construction Support and Construction Capital phases, as reflected on the FUNDING SUMMARY A1 and SPENDING SUMMARY A1. There is no change on the total amount of funds.

IT IS THEREFORE MUTUALLY AGREED

4. PARTNERS hereby amend AGREEMENT by replacing FUNDING SUMMARY in its entirety with FUNDING SUMMARY A1 and replacing the SPENDING SUMMARY in its entirety with FUNDING SUMMARY 1.
5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
6. This AMENDMENT 1 is deemed to be a part of, and is included in, AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Syed Huq, Project Manager
100 South Main Street, Suite 100
Los Angeles, CA 90012
Office Phone: (213) 897-6714
Email: syed.hug@dot.ca.gov

The primary Agreement contact person for AGENCY is:

Alex Gonzalez, Director of Development Services and Administration
15625 East Stafford Street
City of Industry, CA 91744
Office Phone: 626-333-2211
Email: alex@cityofindustry.org

The primary Agreement contact person for CITY is:

Alex Gonzalez, Director of Development Services and Administration
15625 East Stafford Street
City of Industry, CA 91744
Office Phone: 626-333-2211
Email: alex@cityofindustry.org

FUNDING SUMMARY A1

v. 2					
<u>FUNDING TABLE</u>					
IMPLEMENTING AGENCY →			CALTRANS		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
Federal	CITY	TIGER *	2,000,000	8,000,000	10,000,000
Local	AGENCY	AGENCY funds	0	1,855,000	1,855,00
Local	CITY	Metro Call for Projects	3,000,000	6,448,000	9,448,000
Totals			5,000,000	16,303,000	21,303,000

SPENDING SUMMARY

Fund Type	CONST. SUPPORT			CONST. CAPITAL		Totals
	CALTRANS	CITY	AGENCY	CALTRANS	DFM CALTRANS	
Federal Funds						
CITY TIGER	2,000,000	0	0	8,000,000	0	10,000,000
Local Funds						
AGENCY funds	0	0	0	1,506,624	348,376	1,855,000
CITY Metro Call for Projects	3,000,000	0	0	6,448,000	0	9,448,000
Totals	5,000,000	0	0	15,954,624	348,376	21,303,000

SIGNATURES

PARTNER declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this AMENDMENT 1.
3. The people signing this AMENDMENT 1 have the authority to do so on behalf of their public agencies.

Signatories may execute through individual signature pages provided that each signature is an original. AMENDMENT 1 is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Carrie L. Bowen
District 07 Director

VERIFICATION OF FUNDS & AUTHORITY:

Paul Kwong
District Budget Manager

**CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:**



Accounting Administrator

CITY OF INDUSTRY

Mark D. Radecki
Mayor

ATTEST:

Diane M. Schlichting
Chief Deputy City Clerk

APPROVED AS TO FORM:

James M. Casso
City Attorney

**SUCCESSOR AGENCY TO THE
INDUSTRY URBAN-DEVELOPMENT
AGENCY**

Mark D. Radecki
Chairman

ATTEST:

Diane M. Schlichting
Secretary

APPROVED AS TO FORM:

James M. Casso
Agency General Counsel

CITY COUNCIL

ITEM NO. 7.7



CITY OF INDUSTRY

TO: Honorable Mayor Radecki and Members of the City Council

STAFF: Roberto Ramirez, Contract City Engineer, Cordoba Corporation
Philip Valadez, Project Manager, Cordoba Corporation

DATE: March 22, 2018

SUBJECT: Consideration of Notice of Completion for Contract No. CITY- 1429, 2016-2017 Slurry Seal, with Pavement Coatings Company, and Authorize the City Engineer to Execute the Notice of Completion

Background:

On July 27, 2017, the City Council awarded Contract No. CITY-1429, 2016-2017 Slurry Seal, in the amount of \$178,871.00, to Pavement Coatings Company. This project consisted of slurry sealing of various city streets with a quick set emulsion. Those streets include:

Street Name	Approximate Square Feet	Street Name	Approximate Square Feet
Darius Court	14,500	Grand Avenue Easterly Ramp	48,000
Marion Court	14,600	Grand Avenue Westerly Ramp	51,000
Cheryl Lane	166,300	Ferrero Parkway (West)	138,800
Brea Canyon Road	275,450	Machlin Court	18,400
Ferrero Parkway (East)	122,800	Old Ranch Road	75,000
Barker Parkway	84,000	Spanish Lane	22,000
Waddingham Way	46,700		
Total			993,550

As of November 29, 2017, the City Engineer determined that all work is completed, and the staging areas have been restored. Cordoba Corporation inspected the sites and find that all work is complete and in accordance with the contract documents.

Discussion:

The table below details the complete project costs for CITY-1429:

	General Fund 120.702.5205 (Construction Cost)	General Engineering Fund 100.622.5900	General Fund 120.702.5130 (Planning, Survey & Design)	Total Project Costs
Contract (Pavement Coatings Company)	\$178,871.00			\$178,871.00
Credit 830 ELT vs Installed 795 ELT (Pavement Coatings Company)	-\$6,965.00			-\$6,965.00
Professional Services for Special Inspections and Material Testing (Leighton Consulting, Inc.)	\$15,200.00			\$15,200.00
Professional Services for Construction Management (Cordoba Corporation)		\$8,185.00		\$8,185.00
Professional Services for Construction Inspection (JMD/JAS)		\$2,640.00		\$2,640.00
Total Project Costs:	\$187,106.00	\$10,825.00		\$197,931.00

Fiscal Impact:

On July 27, 2017, the City Council appropriated \$214,645.20 to Project No. CITY-1429, 2016-2017 Slurry Seal which included a 10% contingency allowance in the amount of \$17,887.10, and 10% for contract administration/inspection in the amount of \$17,887.10. Total funds appropriated totaled \$214,645.20.

Total project cost is \$197,931.00 which includes design, construction management, architectural design, and professional services costs. No additional appropriations are necessary.

Recommendation:

- 1.) Accept the work performed by Pavement Coating Company, for the amount of \$172,276.00;
- 2.) Authorize the City Engineer or his designee to execute the Notice of Completion; and
- 3.) Authorize the City Clerk to file a Notice of Completion for Contract No. CITY-1429 2016-2017 Slurry Seal.

Exhibit:

- A. Notice of Completion dated March 22, 2018

RR/PV

EXHIBIT A

Notice of Completion dated March 22, 2018

(Attached)

CITY OF INDUSTRY

- Civic Recreational-Industrial Authority
 - City of Industry Waterworks System
 - Industry Urban-Development Agency
 - Parking Authority
- 15625 East Stafford Street, City of Industry, CA 91744

Notification of Construction Completion

Project 2016-2017 Slurry Seal

Date: March 22, 2018

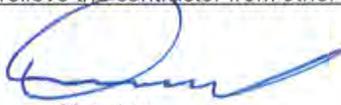
Contract

Contract No. CITY-1429/ MP 16-10

Contractor Pavement Coatings Company

As a result of an inspection conducted on 11/29/2017, the contractor's construction work has been completed in accordance with the contract documents, with the exception of the items noted below:

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

Accepted by Contractor	Doug Ford Printed Name	 Signature	Contractor Title	3-7-18 Date
Recommended by Project Inspector	Kourosh "Tony" Farrahi Printed Name	 Signature	Public Works Inspector Title	3/6/18 Date
Recommended by Project Manager	Philip Valadez Printed Name	 Signature	Sr. Construction Manager Title	3/7/18 Date
Recommend by Public Agency	Roberto Ramirez Printed Name	 Signature	City Engineer Title	3/7/18 Date

CITY COUNCIL

ITEM NO. 7.8



CITY OF INDUSTRY

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

MEMORANDUM

To: City Council

From: Troy Helling, Planning and Safety Manager 
Nathalie Vazquez, Consultant Assistant Planner I 

Date: March 22, 2018

Subject: **Development Plan 18-1, 17801 Gale Avenue**

Proposal

Karl Poland, representing Bakhtiari, LLC, is requesting approval of Development Plan No. 18-1 to allow for the 3,693 square foot expansion to the existing Puente Hills Subaru dealership located at 17801 Gale Avenue. The project also consists of interior tenant improvements of the existing office areas and the enlargement of the mezzanine floor area. Specially, the applicant is requesting approval to expand the dealership's service center for the repair and maintenance of automobiles to the backside of the structure. The applicant's request complies with the City's development guidelines contained within Section 17.36.020 of the City of Industry Municipal Code ("Code").

As shown on the attached site plan (Exhibit B) the project is located on one parcel of land that is 3.75 acres in size. The proposed 3,693 square foot expansion will be added to the rear of the existing 22,783 square foot building. This includes a 2,397 square foot addition to the first floor of the building and a 1,270 square foot addition to the building's mezzanine storage (Exhibit D) area which acts as a second floor. As shown on the first floor plan (Exhibit C), the addition accommodates five service stalls, an automated carwash, and a storage room. As illustrated in the elevations (Exhibit E), the architecture of the proposed expansion is consistent with the existing materials that currently wrap around the rear of the building which is presently split face block. Also, exterior lighting matches the existing lighting found throughout the building. Currently, the site meets the 12 percent landscape requirements. Additionally, the dealership is providing adequate parking throughout the site. The front elevation visible to the public, along Gale Avenue, will not be modified as part of this project.

Location and Surroundings

As shown on the location map (Exhibit A), the project site is on the northwest corner of Gale Avenue and Auto Mall East. Surrounding land uses include various Auto Mall dealerships to the west, north of the property are a service road, the active railroad and industrial properties. Commercial properties are east of the site, and to the south is Gale Avenue and the 60 Freeway.

Staff Analysis

Staff has determined that the proposed development project is consistent with the Zoning ("AZ" – Automobile Zone) and General Plan (Commercial) designations of the property and complies with the development and design standards found in Section 17.36, Design Review, of the Industry Municipal Code. Specifically, the project is in compliance with all applicable development standards including: parking, landscaping, building height, lot coverage and setbacks.

Property

The project sits on a fully developed parcel that is 3.75 acres in size. Currently, the main showroom, offices, storage rooms, and service area of the dealership are contained within an existing 22,783 square feet, this includes a mezzanine floor area of 3,420 square feet. The proposed 3,693 square foot addition increases the size of the service and repair area, allowing for an additional five service bays and converting the wash bay into an automated carwash. Additionally, the mezzanine area is currently used for storage and will also be enlarged to allow for 1,296 square feet of additional storage area. As a result, the building will be a total of 26,476 square feet of floor area.

The expansion is proposed to take place in the rear of the existing structure and there will be minor tenant improvements within the dealership's existing office space. All construction in relation to this project will not be visible from the building's front elevation along Gale Avenue. At this time, no expansions or modifications are proposed in this area.

Access

The property is served by street access adequate in width and improved as necessary to carry the quantity of traffic such a use would generate. The City's Code requires all driveway and drive-aisles to be a minimum of 26 feet in width. As shown in the site plan (Exhibit B), the property is located on the northwest corner of Gale and Auto Mall East. There is one main vehicle entrance on Gale Avenue, one entrance on Auto Mall East, and two rear entrances on the auto center service road, which was dedicated as a public street by City Council on January 25, 2007 (JN No. 8785). All proposed drive aisles on this site are 26 feet or greater.

Compatibility

The property is an established automobile dealership and complies with all development standards currently in place. The subject site is located in the AZ zoning district. The AZ zone is specific to this site and allows for automotive sales and ancillary service uses. According to City records, the dealership has been in operation since August 12, 2010 (No. UP10-000143). The proposed expansion to the building allows the dealership to remain competitive with other Auto Mall dealerships and will assist in increasing sales of vehicles. Finally, the proposed addition is in compliance with applicable development standards found in the City's Code and General Plan. Finally, the property is compatible with surrounding land uses because it sits within a fully developed geographic area and is surrounded by a mixture of automobile dealerships and commercial land uses such as retail and restaurants.

Landscaping

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. There is currently 23,442 square feet (14.4%) of existing

landscaping on site, exceeding the Citywide landscaping requirement. The landscaping buffers around the adjacent properties and streets. No changes to landscaping are proposed or required for this project.

Parking

Per Section 17.13.010 of the City's Code, the purpose of the AZ zone is to provide a suitable commercial area within the City that will allow for automobile-related merchandise and services. Therefore, the Citywide parking requirements for commercial uses are found in Section 17.36.060.K.1.b. which requires one space per 250 square feet of floor area. Based on this formula, a total of 136 parking spaces are required. The applicant is exceeding this requirement by providing a total of 271 parking spaces on this site.

Environmental Analysis

In accordance with the California Environmental Quality Act, the project is exempt from further review pursuant to Section 15301. This Class 1 exemption applies to projects that propose expansions of existing facilities of up to 10,000 square feet if the project location is already served by public services and facilities and if the location is not in an environmentally sensitive area.

As mentioned, the minor addition is 3,693 square feet, therefore less than 10,000 square feet. The Project is located in a developed, urbanized area, and is an addition to an existing automobile dealership that is currently served by all public services including fire and police services, and facilities such as sewer, water, electricity and gas. Both City and Los Angeles County Building records show that the Property was developed with the necessary public services and facilities. Further, the Project is located in an area that is not environmentally sensitive, as the area is urban in nature, and the Property is currently developed with an automobile dealership. Based on this criteria and on staff's analysis, the proposed project is categorically exempt from the CEQA (Public Resources Code Section 21000 et seq.), pursuant to Section 15301(e)(2) which exempts additions of less than 10,000 square feet to existing structures if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan, and the area in which the project is located is not environmentally sensitive.

Fiscal Impact

Development Plan 18-1 will have a positive impact on property tax revenues, increase sales tax and contribute to the City's professional environment.

Recommendation

Based on the analysis provided with this staff report, staff recommends that the City Council adopt Resolution No. CC 2018-07 approving the Development Plan, and Standard Requirements and Conditions of Approval contained in the Resolution (Exhibit G).

Exhibits

- Exhibit A: Location Map
- Exhibit B: Site Plan
- Exhibit C: First Floor Plan

- Exhibit D: Mezzanine Floor Plan
- Exhibit E: Elevations
- Exhibit F: Notice of Exemption
- Exhibit G: Resolution No. CC 2018-07 approving Development Plan No. 18-1 with findings of approval, Standard Requirements and Conditions of Approval

Exhibit A Location Map DP 18-1

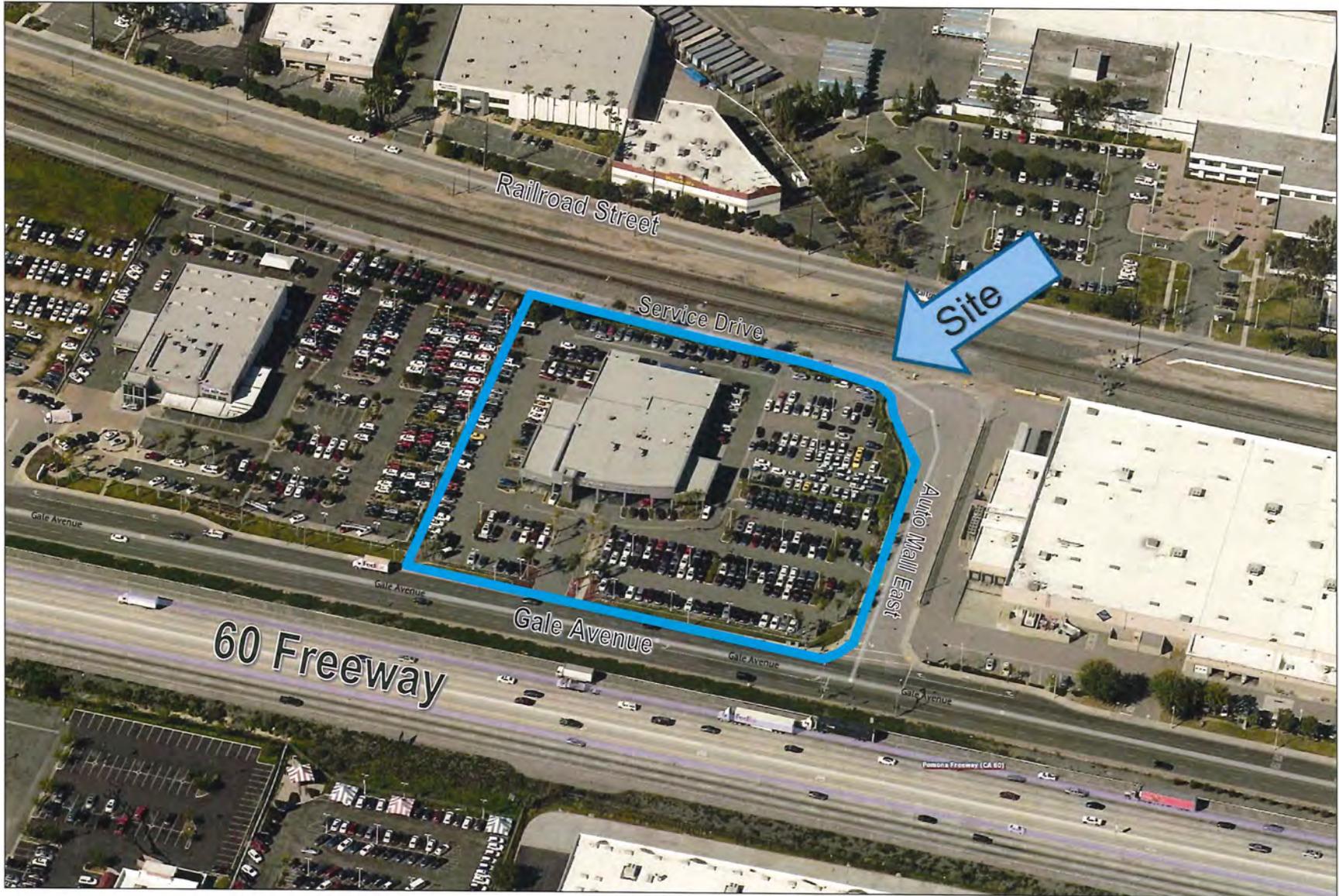


Exhibit F

Notice of Exemption

DP 18-1

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

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

Project Title: DP 18-1 Puente Hills Subaru Expansion

Project Location - Specific: 17801 Gale Avenue

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: Development Plan 18-1 consists of a 3,693 square foot expansion will be added to the rear of the existing 22,783 square foot building.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: Karl Poland representing Bakhtiari, LLC.

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15301
- Statutory Exemptions. *State code number:* _____

Reasons why project is exempt: The project is exempt from further review pursuant to Section 15301 of the CEQA Guidelines. This Class 1 exemption applies to projects that propose expansions of existing facilities of up to 10,000 square feet if the project location is already served by public services and facilities and if the location is not in an environmentally sensitive area.

Lead Agency

Contact Person: Nathalie Vazquez

Telephone: (626)333-2211

Signature: _____

Date: _____

Title: Consultant Assistant Planner

Exhibit G
Resolution No. CC 2018-07
DP 18-1

RESOLUTION NO. CC 2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-1 TO ALLOW FOR A 3,693 SQUARE FOOT EXPANSION TO THE EXISTING PUENTE HILLS SUBARU LOCATED WITHIN THE CITY OF INDUSTRY AUTO MALL AT 17801 GALE AVENUE, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on January 08, 2018 Karl Poland, representing Bakhtiari, LLC (“Applicant”) filed a complete application requesting the approval of Development Plan (“DP”) No. 18-1 described herein (“Application”); and

WHEREAS, the Application applies to the existing 22,783 square foot Puente Hills Subaru dealership, located on an existing 3.75 acre property at 17801 Gale Avenue, City of Industry, California, Assessor’s Parcel Number 8624-013-019 (“Property”); and

WHEREAS, the Applicant is proposing to construct a 3,693-square foot expansion of the service and repair area as well as enlarge the mezzanine storage area of the Puente Hills Subaru dealership which is within the “AZ” Automobile Zone and, in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Commercial. The proposed use is consistent with the General Plan as the proposed expansion is similar to that of other dealerships in the same land use designation, and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon the information received and Staff’s review and assessment, the project was determined not to have a significant impact on the environment and is categorically exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15301(e)(2) of the CEQA Guidelines, which exempts additions of less than 10,000 square feet to existing structures, if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan and the area in which the project is located is not environmentally sensitive. The proposed addition to the auto dealership is 3,693 square feet in area, and is located in a developed area with all utilities and in an area that is not environmentally sensitive; and

WHEREAS, on March 22, 2018, the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State law and the City's Code.

SECTION 3: Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for DP No. 18-1, the City Council hereby finds and determines that DP No. 18-1 will not result in or have a significant impact on the environment because it consists of a 3,693 square foot addition to an existing automobile dealership. The Project is located in a developed, urbanized area, and is an addition to an existing automobile dealership that is currently served by all public services including fire and police services, and facilities such as sewer, water, electricity and gas. Both City and Los Angeles County Building records show that the Property was developed with the necessary public services and facilities. Further, the Project is located in an area that is not environmentally sensitive, as the area is urban in nature, and the Property is currently developed within an automobile dealership. Based on this criteria and on staff's analysis, the proposed project is categorically exempt from the CEQA (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15301(e)(2) which exempts additions of less than 10,000 square feet to existing structures if the project is in an area where all public services and facilities are available to allow for a maximum development permissible in the General Plan, and the area in which the project is located is not environmentally sensitive. Based on these findings, the City Council adopts the Notice of Exemption and directs Staff to file same as required by law.

SECTION 4: Based upon substantial evidence presented to the City Council during the March 22, 2017 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

- A. The property is suitable for development in accordance with the Development Plan because the project is in conformance with the City of Industry General Plan and all applicable standards outline within Section 17.36.060 of the City's Code. This includes: setbacks, height, parking and landscaping standards. Further, existing water, gas, electricity and sewer utilities will adequately serve the Project; and
- B. The total development is arranged to avoid traffic congestion, ensure the public health safety and general welfare or prevent adverse effects upon neighboring properties because it has been designed to minimize any potential impacts by complying with the current City's Code. The Applicant, business owner and property owner are also responsible for complying with the current Building and Fire Codes. The project complies with the citywide driveway and drive aisle requirements to reduce traffic and congestion. Furthermore, conditions of approval have been incorporated to minimize potential adverse impacts from occurring on the premises; and
- C. The proposed addition will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design; and

D. The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The proposed expansion to the dealership is consistent with the land use designation of Commercial found in the City's General Plan. These allowable land uses include (and are not limited to) retail, office and restaurants. The project is also compatible with surrounding properties and uses because the surrounding area is composed of automobile dealerships and commercial shopping centers. The project also supports several goals and policies of the General Plan by encouraging development and attracting a variety of commercial establishments in order to contribute to the City's economic sustainability and strategic growth.

SECTION 5: Based upon the foregoing findings, the City Council hereby approves DP No. 18-1, subject to the conditions contained in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 6: The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 22, 2018 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

Attachment 1
Conditions of Approval



CITY OF INDUSTRY

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

ATTACHMENT 1

Standard Requirements and Conditions of Approval

Application: Development Plan 18-1

Applicant: Karl Poland representing Bakhtiari, LLC

Location: 17801 Gale Avenue

Use: 3,693-square foot expansion to the existing Puente Hills Subaru automobile dealership

Conditions of Approval

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

1. All proposed site improvements must conform to the development plan approved per Development Plan Number 18-1.

Code Requirements and Standards

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

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in

accordance with the approved Development Plan.

5. The Applicant shall provide off-street parking as shown on the approved Development Plan.
6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.
9. No changes to the landscaping are required or proposed as part of this project. If the Applicant decides to make modifications to the landscaping they shall provide landscaping and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.

Interpretation and Enforcement

1. The Applicant shall comply with all applicable code requirements, conditions of approval, laws, rules, and regulations applicable to the development of the project.
2. The Planning Department may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

Indemnification and Hold Harmless Condition

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of Terms and Conditions of the Development Plan within 10 days after the approval, or the Development Plan shall be of no further force or effect.