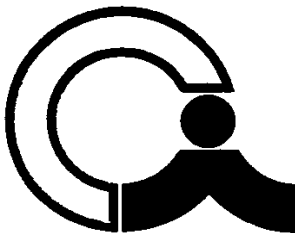


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

JULY 9, 2015
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Roy Haber, III
Council Member Jeff Parriott
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.*

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

- 4.1 Presentation by Mark Christoffels, CEO of the Alameda Corridor-East Construction Authority.

5. **CONSENT CALENDAR**

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

- 5.1 Consideration of Register of Demands.

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

- 5.2 Consideration of an Employment Agreement between the City of Industry Paul J. Philips for Interim City Manager services and an Employment Agreement between the City of Industry and Paul J. Philips for City Manager services.

RECOMMENDED ACTION: Approve the Employment Agreements.

6. **ACTION ITEMS**

- 6.1 Discussion regarding vacancies on the City of Industry Planning Commission.

RECOMMENDED ACTION: Post notice of vacancies, solicit interest, and recommend making appointment(s) at the August 13, 2015, City Council Meeting.

- 6.2 Consideration to appoint the City's Alternate Board Member for the Sanitation Districts of Los Angeles County Board of Directors.

RECOMMENDED ACTION: Appoint an Alternate to the Sanitation Districts of Los Angeles County Board of Directors.

- 6.3 Consideration of Resolution No. CC 2015-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY RESCINDING RESOLUTION NO. CC 2015-04.

RECOMMENDED ACTION: Adopt Resolution No. CC 2015-19.

- 6.4 Consideration of annual budget submitted by the Civic-Recreational-Industrial Authority for Fiscal Year 2015-2016.

RECOMMENDED ACTION: Approve the proposed budget, and direct

staff to work with the Civic-Recreational-Industrial Authority Board to review all operations.

- 6.5 Consideration of the 2015/2016 Renewal of Insurance Policies submitted by Brown & Brown Insurance Services for the City of Industry and Successor Agency to the Industry Urban-Development Agency.

RECOMMENDED ACTION: Approve the 2015/2106 Renewal of Insurance Policies, and authorize the expenditure of \$1,000.00 to the California Joint Powers Insurance Authority to review the City's insurance policies and to provide a report and recommendation.

- 6.6 Reconsider the approval of the proposals submitted by Eadie and Payne, LLP, to provide auditing services for the City of Industry for fiscal year 2014/2015 and to perform agreed-upon procedures in connection with the Appropriations Limit Worksheet for the fiscal year ending June 30, 2016.

RECOMMENDED ACTION: Reconsider the approval of the proposals and authorize the Acting City Manager and City Attorney to review the proposals as submitted and return to the City Council with alternate recommendations.

- 6.7 Consideration of authorization for the Acting City Manager to evaluate and restructure the contracts of the Legislative Advocacy Consultants.

RECOMMENDED ACTION: Authorize the Acting City Manager to evaluate and restructure the contract of the Legislative Advocacy Consultants.

- 6.8 Consideration of the Los Angeles County's Project Design Concept for the Colima Road Widening Project to provide roadway, traffic signal, striping and landscaping improvements from the City of Whittier boundary to Fullerton Road, and obligating the City of Industry to contribute their share of the project construction and ongoing maintenance costs.

RECOMMENDED ACTION: Approve the Project Design Concept.

- 6.9 Consideration of Development Plan application 15-9 submitted by Fiat of Puente Hills to modify the former Mazda dealership at 17370 Gale Avenue.

RECOMMENDED ACTION: Approve Development Plan No. 15-9 submitted by Fiat of Puente Hills based on the findings and Standard Requirements and Conditions.

7. Adjournment. Next regular meeting: Thursday, July 23, 2015 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JULY 9, 2015**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	7,686,311.59
103	PROP A FUND	5,684.54
105	AQMD GRANT FUND	7,500.00
120	CAPITAL IMPROVEMENT FUND	297,169.24
161	IPUC - ELECTRIC	144,111.50
TOTAL ALL FUNDS		8,140,776.87

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	5,648,024.05
PR/A	PROP A -CKING ACCOUNT	5,684.54
WFBK	WELLS FARGO- CKING ACCOUNT	2,487,068.28
TOTAL ALL BANKS		8,140,776.87

**CITY OF INDUSTRY
BANK OF AMERICA
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITYELEC.CHK - City Electric				
1357	06/22/2015		CITY OF INDUSTRY	\$94,636.28
	Invoice	Date	Description	Amount
	6/22/15	06/22/2015	TRANSFER FUNDS-ELECTRIC	\$94,636.28
CITYGEN.CHK - City General				
WT101	06/18/2015		U.S. BANK	\$4,585,094.73
	Invoice	Date	Description	Amount
	6/18/15-A	06/18/2015	2005 TXBLE SALES TAX REV BOND-INTEREST	\$1,949,133.75
	6/18/15-B	06/18/2015	2008 SALES TAX REV BOND-INTEREST	\$1,314,862.50
	6/18/15-C	06/18/2015	2010 TXBLE SALES TAX REV BOND-INTEREST	\$1,321,098.48
	Invoice	Date	Description	Amount
	05/20/15-D	05/20/2015	TRANSFER FUNDS 91-1 ADMIN	\$946.13
24267	06/30/2015		VOIDED- PAPER JAM	\$0.00
24268	06/30/2015		VOIDED- PAPER JAM	\$0.00
24269	06/23/2015		CITY OF SAN GABRIEL	\$900,000.00
	Invoice	Date	Description	Amount
	6/23/15	06/23/2015	EXCHANGE FOR PROP A FUNDS	\$900,000.00
24270	06/22/2015		CITY OF INDUSTRY	\$19,086.45
	Invoice	Date	Description	Amount
	6/22/15-A	06/22/2015	TRANSFER FUNDS-SAVINGS	\$19,086.45

**CITY OF INDUSTRY
BANK OF AMERICA
July 9, 2015**

Check	Date		Payee Name	Check Amount
24271	06/22/2015		CITY OF INDUSTRY	\$48,906.59
	Invoice	Date	Description	Amount
	6/22/15-B	06/22/2015	TAX OVERRIDE TRANSFER	\$48,906.59

PARKCIT.CHK - Parking Citation Checking

532	05/19/2015		IKO SUTJIJASIH	\$300.00
	Invoice	Date	Description	Amount
	5/19/15	05/19/2015	REFUND-CITATION #ID127478	\$300.00

Checks	Status	Count	Transaction Amount
	Total	8	\$5,648,024.05

**CITY OF INDUSTRY
PROP A
July 9, 2015**

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
11577	06/24/2015		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	2138644	06/01/2015	DIPS SVC-METROLINK	\$78.80
11578	06/24/2015		INDUSTRY SECURITY SERVICES	\$4,852.71
	Invoice	Date	Description	Amount
	14-14360	05/29/2015	SECURITY SVC-METROLINK	\$1,393.25
	14-14420	06/05/2015	SECURITY SVC-METROLINK	\$1,729.73
	14-104480	06/12/2015	SECURITY SVC-METROLINK	\$1,729.73
11579	06/24/2015		SO CAL INDUSTRIES	\$93.87
	Invoice	Date	Description	Amount
	183440	05/27/2015	RR RENTAL-METROLINK	\$93.87
11580	06/24/2015		SO CALIFORNIA EDISON COMPANY	\$329.56
	Invoice	Date	Description	Amount
	2015-00001572	06/19/2015	4/23-5/22/15 SVC-600 S BREA CYN B	\$329.56
11581	06/24/2015		WALNUT VALLEY WATER DISTRICT	\$329.60
	Invoice	Date	Description	Amount
	1994240	06/09/2015	5/1-6/1/15 SVC-METROLINK SPANISH LN	\$311.31
	1995153	06/10/2015	5/5-6/3/15 SVC-PLATFORM METROLINK	\$18.29

Checks	Status	Count	Transaction Amount
	Total	5	\$5,684.54

CITY OF INDUSTRY
WELLS FARGO VOIDED CHECKS
July 9, 2015

Check	Date		Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo					
60837	02/12/2015		06/22/2015	CHENG, TIEN-TSU	(\$125.00)
	Invoice	Date	Description	Amount	
	JANUARY 2015	01/23/2015	VOIDED-CHECK WAS NEVER RECEIVED	(\$125.00)	
61065	03/03/2015		06/22/2015	VERIZON	(\$267.06)
	Invoice	Date	Description	Amount	
	2015-00001055	02/16/2015	VOIDED-CHECK WAS NEVER RECEIVED	(\$156.24)	
	2015-00001056	02/16/2015		(\$64.25)	
	2015-00001057	02/16/2015		(\$46.57)	

Checks	Status	Count	Transaction Amount
	Total	2	(\$392.06)

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62040	06/19/2015		STRUMWASSER & WOOCHEER, LLP	\$15,772.26
	Invoice	Date	Description	Amount
	12388	06/18/2015	ELECTION EXPENSES	\$15,772.26
62041	06/23/2015		CITY OF CHINO HILL UTILITY	\$332.74
	Invoice	Date	Description	Amount
	2015-00001549	06/17/2015	05/14-06/15/15 SVC - 1550 RANCHO HILLS DR	\$332.74
62042	06/23/2015		GAS COMPANY, THE	\$46.14
	Invoice	Date	Description	Amount
	2015-00001550	06/19/2015	05/15-06/17/15 SVC - 610 S BREA CYN RD	\$46.14
62043	06/23/2015		INDUSTRY PUBLIC UTILITY	\$2,977.78
	Invoice	Date	Description	Amount
	2015-00001551	06/11/2015	05/10-06/10/15 SVC - METROLINK	\$2,977.78
62044	06/23/2015		MCI COMM SERVICE	\$32.41
	Invoice	Date	Description	Amount
	HATCHER-JUN15	06/17/2015	HATCHER WAREHOUSE - JUNE 2015	\$32.41
62045	06/23/2015		SAN GABRIEL VALLEY WATER CO.	\$724.49
	Invoice	Date	Description	Amount
	841 7TH-JUN15	06/18/2015	05/19-06/17/15 SVC - 841 S SEVENTH	\$158.18
	2015-00001552	06/17/2015	05/18-06/16/15 SVC - 336 EL ENCANTO	\$57.77
	2015-00001553	06/16/2015	05/15-06/15/15 SVC - 14329 VALLEY	\$508.54
62046	06/23/2015		SO CALIFORNIA EDISON COMPANY	\$62,218.26
	Invoice	Date	Description	Amount
	2015-00001538	06/18/2015	05/18-06/17/15 SVC - 1341 FULLERTON RD	\$37.41
	2015-00001539	06/19/2015	05/18-06/17/15 SVC - VARIOUS SITES	\$85.90
	2015-00001540	06/19/2015	05/18-06/17/15 SVC - VARIOUS SITES	\$3,997.58

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2015-00001541	06/19/2015	05/18-06/17/15 SVC - 15415 DON JULIAN RD	\$2,331.18
	2015-00001542	06/19/2015	05/11-06/17/15 SVC - VARIOUS SITES	\$3,561.29
	2015-00001543	06/19/2015	05/18-06/17/15 SVC - PECK RD S/O PELLISSIER	\$36.05
	841 7TH-JUN15	06/19/2015	05/18-06/17/15 SVC - 841 7TH AVE	\$857.23
	2015-00001545	06/19/2015	05/01-06/01/15 SVC - VARIOUS SITES	\$4,145.57
	2015-00001546	06/19/2015	01/08-06/01/15 SVC - VARIOUS SITES	\$39,289.93
	2015-00001547	06/19/2015	04/29-06/17/15 SVC - VARIOUS SITES	\$2,686.63
	2015-00001548	06/19/2015	05/18-06/17/15 SVC - 15415 DON JULIAN RD	\$173.16
	2015-00001563	06/18/2015	05/18-06/17/15 SVC - 17635 GALE AVE	\$1,882.62
	17370GALE-JUN15	06/18/2015	05/18-06/17/15 SVC - 17370 GALE AVE	\$74.16
	2015-00001564	06/19/2015	05/18-06/17/15 SVC - VARIOUS SITES	\$3,059.55
62047	06/23/2015		VERIZON	\$860.54
	Invoice	Date	Description	Amount
	841 7TH-JUN15	06/10/2015	06/10-07/09/15 SVC - 841 7TH AVE	\$96.58
	2015-00001554	06/10/2015	06/10-07/09/15 SVC - GENERATOR SITE-TELEMETRY	\$145.38
	2015-00001555	06/07/2015	06/07-07/06/15 SVC - GENERATOR SITE-TELEMETRY	\$24.76
	2015-00001565	06/10/2015	06/10-07/09/15 SVC - GENERATOR SITE-TELEMETRY	\$54.41
	2015-00001566	06/10/2015	06/10-07/09/15 SVC - ELECTRIC MODEM	\$54.41
	2015-00001567	06/10/2015	06/10-07/09/15 SVC - 600 BREA CYN RD	\$220.18
	2015-00001568	06/10/2015	06/10-07/09/15 SVC - ELECTRIC MODEM	\$61.72
	2015-00001569	06/16/2015	06/16-07/15/15 SVC - GENERATOR SITE-TELEMETRY	\$46.67
	2015-00001570	06/16/2015	06/16-07/15/15 SVC - PH AUTO PLAZA	\$156.43
62048	06/29/2015		BANK OF AMERICA - VISA	\$7,606.89
	Invoice	Date	Description	Amount
	2015-00001556	06/06/2015	05/07-06/06/15 AUTHORIZED REP	\$3,262.22
	2015-00001557	06/06/2015	05/07-06/06/15 J. PARRIOTT	\$629.38
	2015-00001558	06/06/2015	05/07-06/06/15 J. BALLAS	\$1,016.08
	2015-00001559	06/06/2015	05/07-06/06/15 T. SPOHN	\$1,173.24
	2015-00001560	06/06/2015	05/07-06/06/15 B. JAMES	\$614.74

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2015-00001561	06/06/2015	05/07-06/06/15 K. RADECKI	\$911.23
62049	06/29/2015		CHENG, TIEN-TSU	\$125.00
	Invoice	Date	Description	Amount
	JANUARY 2015-A	01/23/2015	REPLACED CK 60837 FOR JANUARY 2015 REBATE	\$125.00
62050	06/29/2015		GATEWAY CITIES COUNCIL OF	\$5,431.40
	Invoice	Date	Description	Amount
	HARBOR-TMDL-010	06/11/2015	COST OF SHARING-INSTALL OF EQUIPMENT	\$5,431.40
62051	06/29/2015		POST ALARM SYSTEMS	\$273.25
	Invoice	Date	Description	Amount
	788281	06/05/2015	MONITORING SVC-JUL 2015	\$273.25
62052	06/29/2015		SAN GABRIEL VALLEY NEWSPAPER	\$273.00
	Invoice	Date	Description	Amount
	ACCT 900001320	04/24/2015	RENEWAL FOR ACCT 900001320-2/21/15-2/20/16	\$273.00
62053	06/30/2015		AT & T	\$218.33
	Invoice	Date	Description	Amount
	2015-00001597	06/17/2015	06/17-07/16/15 SVC - TONNER-GUARD SHACK	\$109.16
	2015-00001598	06/17/2015	06/17-07/16/15 SVC - TONNER-RADIO	\$109.17
62054	06/30/2015		NOBLE AMERICAS ENERGY	\$34,643.41
	Invoice	Date	Description	Amount
	151760004577653	06/25/2015	WHOLESALE USE	\$34,643.41
62055	06/30/2015		SAN GABRIEL VALLEY WATER CO.	\$5,569.39
	Invoice	Date	Description	Amount
	2015-00001573	06/26/2015	05/28-06/25/15 SVC - PELLISSIER	\$248.39
	2015-00001574	06/26/2015	05/28-06/25/15 SVC - S/E COR OF PELLISSIER	\$986.44

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	2015-00001575	06/26/2015	05/28-06/25/15 SVC - PECK/UNION PACIFIC BRIDGE	\$598.78
	2015-00001576	06/26/2015	05/28-06/25/15 SVC - PELLISSIER	\$367.00
	2015-00001577	06/26/2015	05/28-06/25/15 SVC - PELLISSIER	\$271.88
	2015-00001578	06/26/2015	05/28-06/25/15 SVC - CROSSROADS PKWY NORTH	\$835.67
	2015-00001579	06/26/2015	05/28-06/25/15 SVC - CROSSROADS PKWY NORTH	\$540.92
	2015-00001580	06/26/2015	05/28-06/25/15 SVC - CROSSROADS PKWY SOUTH	\$344.20
	2015-00001581	06/26/2015	05/28-06/25/15 SVC - CROSSROADS PKWY SOUTH	\$578.53
	2015-00001582	06/26/2015	05/28-06/25/15 SVC - CROSSROADS PKWY STA 103-	\$207.89
	2015-00001583	06/26/2015	05/28-06/25/15 SVC - IRRIG SALT LAKE/SEVENTH	\$202.44
	2015-00001584	06/26/2015	05/28-06/25/15 SVC - CROSSROADS PKWY STA 111-	\$387.25
62056	06/30/2015	SO CALIFORNIA EDISON COMPANY		\$1,370.42
	Invoice	Date	Description	Amount
	2015-00001585	06/24/2015	05/22-06/23/15 SVC - 21380 VALLEY PED	\$90.34
	2015-00001586	06/24/2015	05/22-06/23/15 SVC - 575 S BREA CYN	\$27.61
	2015-00001587	06/24/2015	05/22-06/23/15 SVC - 580 S BREA CYN	\$27.61
	5010ENGRD-JUN15	06/25/2015	05/26-06/24/15 SVC - 5010 ENGLISH RD	\$41.15
	2015-00001588	06/26/2015	05/01-06/24/15 SVC - 600 S BREA CYN RD	\$100.46
	2015-00001589	06/26/2015	05/27-06/25/15 SVC - 17378 E GALE B	\$46.72
	2015-00001590	06/26/2015	05/27-06/25/15 SVC - 745 ANAHEIM PUENTE RD CP	\$69.30
	2015-00001591	06/27/2015	05/27-06/25/15 SVC - BREA CYN RD-VARIOUS SITES	\$967.23
62057	06/30/2015	SUBURBAN WATER SYSTEMS		\$1,436.65
	Invoice	Date	Description	Amount
	205H180050640643	06/19/2015	05/22-06/19/15 SVC - 205 HUDSON AVE	\$53.00
	180040691774	06/22/2015	05/22-06/22/15 SVC - AZUSA & GEMINI	\$1,383.65
62058	06/30/2015	VERIZON		\$280.51
	Invoice	Date	Description	Amount
	2015-00001592	06/16/2015	06/16-07/15/15 SVC - BREA CYN PUMP STN	\$64.44
	2015-00001593	06/19/2015	06/19-07/18/15 SVC - GENERATOR SITE-TELEMETRY	\$41.55

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2015-00001594	06/19/2015	06/19-07/18/15 SVC - ELECTRIC MODEM	\$54.41
	2015-00001595	06/19/2015	06/19-07/18/15 SVC - ELECTRIC MODEM	\$52.14
	2015-00001596	06/19/2015	06/19-07/18/15 SVC - FOLLOW'S CAMP	\$67.97
62059	07/09/2015		2082 TECHNOLOGY LLC	\$325.91
	Invoice	Date	Description	Amount
	9933548	06/25/2015	CAMERA EQUIPMENT	\$325.91
62060	07/09/2015		ADAMS, MERCYLYN, ALICE	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62061	07/09/2015		ADMIN SURE	\$1,900.00
	Invoice	Date	Description	Amount
	8679	06/15/2015	CLAIM ADMIN-JUL 2015	\$1,900.00
62062	07/09/2015		AMADOR, ROSE M.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62063	07/09/2015		AMERICAN ASPHALT SOUTH, INC	\$219,418.81
	Invoice	Date	Description	Amount
	#1CITY-1424	07/01/2015	2014-2015 SLURRY SEAL	\$230,967.17
62064	07/09/2015		ARAMARK REFRESHMENT SERVICE,	\$216.28
	Invoice	Date	Description	Amount
	9440415	06/23/2015	COFFEE/OFFICE SUPPLIES	\$216.28
62065	07/09/2015		AREA D	\$900.00
	Invoice	Date	Description	Amount
	1411	06/18/2015	AREA "D" DUES 2014-2015	\$900.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62066	07/09/2015		AT & T	\$176.00
	Invoice	Date	Description	Amount
	2115928200	06/23/2015	05/19-06/18/15 SVC - METROLINK	\$176.00
62067	07/09/2015		BROWN & BROWN INSURANCE	\$794.00
	Invoice	Date	Description	Amount
	267935	06/26/2015	CRIME-POLICY RENEWAL	\$794.00
62068	07/09/2015		BRYAN PRESS	\$120.45
	Invoice	Date	Description	Amount
	0072968	06/17/2015	BUSINESS CARDS-M. RADECKI,C. MOSS, N.	\$120.45
62069	07/09/2015		CARGILE, NAN	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62070	07/09/2015		CHANG, JESSICA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62071	07/09/2015		CHANG, PEI , LIU	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62072	07/09/2015		CHAO, SHIN M.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62073	07/09/2015		CHEM PRO LABORATORY, INC	\$269.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	590449	06/22/2015	WATER TREATMENT-MAY 2015	\$269.00
62074	07/09/2015		CHENG, HAO	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62075	07/09/2015		CHENG, TIEN-TSU	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62076	07/09/2015		CHEW, CLINTON	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62077	07/09/2015		CHOU, TERESA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62078	07/09/2015		CHOW, ALICE	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62079	07/09/2015		CHUNG, PETER C.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62080	07/09/2015		CIHIGOYENETCHE, GROSSBERG &	\$711.00
	Invoice	Date	Description	Amount
	49831	06/08/2015	LEGAL-COVAN VS CITY	\$711.00
62081	07/09/2015		CITY OF INDUSTRY-MEDICAL	\$223,000.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	REG 7/9/15	07/01/2015	TRANSFER FUNDS-MEDICAL	\$223,000.00
62082	07/09/2015		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R 6/30/15	06/29/2015	PAYROLL REIMBURSEMENT FOR 6/30/15	\$100,000.00
62083	07/09/2015		CITY OF INDUSTRY-REFUSE	\$472.86
	Invoice	Date	Description	Amount
	2139707	06/01/2015	DISP SVC-HACIENDA/NELSON	\$472.86
62084	07/09/2015		CITY OF SOUTH EL MONTE	\$2,000.00
	Invoice	Date	Description	Amount
	1068	06/15/2015	COALITION SR60 PROJ-JUL 2015	\$2,000.00
62085	07/09/2015		CMTA	\$155.00
	Invoice	Date	Description	Amount
	FY 2015-16	06/17/2015	MEMBERSHIP DUES FOR FY 15/16	\$155.00
62086	07/09/2015		CNC ENGINEERING	\$178,048.34
	Invoice	Date	Description	Amount
	43505	06/25/2015	INDUSTRY 66KV ELEC SUBSTATION FACILITY	\$729.28
	43506	06/25/2015	ON-CALL STREET MAINT PROGRAM	\$2,277.15
	43507	06/25/2015	WALNUT DR SOUTH WIDENING	\$12,463.48
	43508	06/25/2015	CLARK AVE WIDENING AND SIDEWALK	\$9,217.77
	43509	06/25/2015	CITY OF INDUSTRY STREET SWEEPING	\$78.44
	43510	06/25/2015	2014-2015 SLURRY SEAL	\$6,443.74
	43511	06/25/2015	GENERAL ENGINEERING SVC-CIP	\$38,893.35
	43512	06/25/2015	GENERAL ENGINEERING SVC 6/8-6/21/15	\$49,629.39
	43513	06/25/2015	TONNER CYN PROPERTY	\$1,113.00
	43514	06/25/2015	PUENTE VALLEY OPERABLE UNIT	\$313.76

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CITY.WF.CHK - City General Wells Fargo			
43515	06/25/2015	TRES HERMANOS GENERAL ENGINEERING	\$916.90
43516	06/25/2015	CITY ADMIN OFFICES-15625 STAFFORD	\$1,604.84
43517	06/25/2015	IMC BLDG-15651 STAFFORD	\$470.64
43518	06/25/2015	HOMESTEAD MUSEUM MAINT	\$977.32
43519	06/25/2015	RESURFACING-VARIOUS STREETS	\$4,235.76
43520	06/25/2015	CITY AERIALS AND PHOTOMAPPER SYSTEM	\$63.34
43521	06/25/2015	TRAFFIC SIGNAL AT DON JULIAN/SIXTH AVE	\$482.30
43522	06/25/2015	LAUNDRY BUILDING SETTLEMENT ISSUES	\$506.68
43523	06/25/2015	INDUSTRY HILLS-FUEL STATION MAINT	\$977.32
43524	06/25/2015	PACIFIC PALMS REPAIRS	\$313.76
43525	06/25/2015	PROPERTY MGMT - CITY OWNED PROPERTIES	\$2,423.08
43526	06/25/2015	AZUSA AVE OVER VALLEY BLVD BRIDGE	\$1,025.55
43527	06/25/2015	FISCAL YEAR BUDGET	\$235.32
43528	06/25/2015	STORM DRIAN IN AJAX AVE	\$941.28
43529	06/25/2015	FOLLOW'S CAMP PROPERTY	\$1,610.67
43530	06/25/2015	VARIOUS ASSIGNMENTS-SA TO THE IUDA	\$5,489.21
43531	06/25/2015	CITY PROPERTY 110 ACRES SOUTH OF	\$506.68
43532	06/25/2015	METROLINK STATION/COMMUTER RAIL STATION	\$313.76
43533	06/25/2015	FOOTHILL TRANSIT PARKING STRUCTURE	\$2,585.87
43534	06/25/2015	CIVIC-FINANCIAL CENTER LANDSCAPING	\$1,176.60
43535	06/25/2015	BICYCLE MASTER PLAN	\$886.69
43536	06/25/2015	CITY MAINT YARD AT 1123 HATCHER	\$196.10
43537	06/25/2015	ARENTH AVE RECONSTRUCTION	\$235.32
43538	06/25/2015	CITY OF INDUSTRY MUNICIPAL CODE COMPLIANCE	\$313.76
43539	06/25/2015	CITY OF INDUSTRY PAVEMENT MGMT SYSTEM	\$24,146.71
43540	06/25/2015	FULLERTON RD GRADE SEPARATION	\$2,902.28
43541	06/25/2015	ALAMEDA CORRIDOR EAST RELATED PROJECT	\$244.07
43542	06/25/2015	FAIRWAY DR GRADE SEPARATION	\$627.52
43543	06/25/2015	NOGALES GRADE SEPARATION	\$352.98
43544	06/25/2015	MISC GRADE SEPARATION INFORMATION	\$126.67

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Check	Date	Payee Name		Check Amount
CITY.WF.CHK - City General Wells Fargo				
62087	07/09/2015	CO, JOHN G.		\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62088	07/09/2015	COUNTRY ESTATE FENCE, INC.		\$363.87
	Invoice	Date	Description	Amount
	22046	06/16/2015	FENCE REPAIR-OLD RANCH RD/FERRERO PKY	\$363.87
62089	07/09/2015	COUNTY OF LA DEPT OF PUBLIC		\$41,778.68
	Invoice	Date	Description	Amount
	PW-15060408621	06/04/2015	TRAFFIC SIGNAL MAINT	\$16,108.74
	PW-15060408622	06/04/2015	TRAFFIC SIGNAL MAINT	\$2,091.21
	PW-15060408431	06/04/2015	CONCRETE REPAIRS	\$296.76
	PW-15060408433	06/04/2015	SIDEWALK I NSPECTION/REPAIRS	\$137.06
	PW-15060408441	06/04/2015	TRAFFIC SIGNING	\$163.89
	PW-15060408439	06/04/2015	STORM DAMAGE	\$836.43
	PW-15060408438	06/04/2015	STORM DRAIN MAINT	\$650.92
	PW-15060408471	06/04/2015	FAIRWAY DR REPAINT	\$556.13
	PW-15060408473	06/04/2015	EMERGENCY ROAD SERVICE	\$94.93
	PW-15060408476	06/04/2015	WALNUT DR SOUTH-STORM DRAIN PERMIT	\$314.54
	PW-15060408515	06/04/2015	PAVEMENT STRIPING-VARIOUS STREETS	\$298.91
	PW-15060408459	06/04/2015	STREET STRIPING	\$1,834.37
	PW-15060408448	06/04/2015	PUMP HOUSE MAINT	\$2,242.50
	PW-15060408437	06/04/2015	PAVEMENT PATCHING	\$3,871.62
	PW-15060408440	06/04/2015	STREET INSPECTION/MAINT	\$4,855.25
	PW-15060408444	06/04/2015	TRAFFIC ENGINEERING ADVISORY SVC	\$6,186.37
	PW-15060408432	06/04/2015	LITTER/DEBRIS REMOVAL	\$1,239.05
62090	07/09/2015	COUNTY SANITATION DISTRICTS OF		\$33,326.14
	Invoice	Date	Description	Amount
	8247013904-013A	04/22/2015	WASTERWATER SVC-FY 14/15	\$33,326.14

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62091	07/09/2015		DEPT OF ANIMAL CARE & CONTROL	\$4,684.48
	Invoice	Date	Description	Amount
	06/15/15	06/15/2015	SHELTER COSTS-MAY 2015	\$4,684.48
62092	07/09/2015		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	3492	06/15/2015	PH AUTO DISPLAY-JUL 2015	\$1,763.00
62093	07/09/2015		FERGUSON ENTERPRISES, INC	\$31.77
	Invoice	Date	Description	Amount
	2084045	06/18/2015	PLUMBING SUPPLIES	\$31.77
62094	07/09/2015		FRAZER, LLP	\$33,930.00
	Invoice	Date	Description	Amount
	138416	06/30/2015	COI-ACCTG SVC 6/16-6/30/15	\$33,930.00
62095	07/09/2015		FRY'S ELECTRONICS	\$130,446.00
	Invoice	Date	Description	Amount
	OCT2014-MAR2015	06/23/2015	SALES TAX REBATE OCT 2014-MAR 2015	\$130,446.00
62096	07/09/2015		GAS COMPANY, THE	\$75.89
	Invoice	Date	Description	Amount
	2015-00001599	06/26/2015	05/26-06/24/15 SVC - 15415 DON JULIAN RD	\$75.89
62097	07/09/2015		GONSALVES & SON, JOE A.	\$5,000.00
	Invoice	Date	Description	Amount
	25348	06/17/2015	LEGISLATIVE SVC-JUL 2015	\$5,000.00
62098	07/09/2015		HA, HUAN Q.	\$125.00
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62099	07/09/2015		HAGERTY, MARIA L.	\$757.71
	Invoice	Date	Description	Amount
	SPRING 2015	06/29/2015	REIMBURSE FOR BOOKS/TUITION	\$757.71
62100	07/09/2015		HISTORICAL RESOURCES, INC.	\$278,475.00
	Invoice	Date	Description	Amount
	06/11/15	06/11/2015	FIRST QTR OF FY 15/16	\$278,475.00
62101	07/09/2015		HO, TONY C.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62102	07/09/2015		HOANG, FRANKLIN	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62103	07/09/2015		HOME DEPOT CREDIT SERVICE	\$466.25
	Invoice	Date	Description	Amount
	3011620	06/18/2015	MISC SUPPLIES	\$213.25
	5314152	06/18/2015	MISC SUPPLIES	\$24.32
	8112031	05/26/2015	MISC SUPPLIES	\$13.14
	2564353	05/22/2015	MISC SUPPLIES	\$215.54
62104	07/09/2015		HONG, ELIZABETH	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62105	07/09/2015		HU, LISA	\$125.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62106	07/09/2015		HUANG, YUNG JU	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62107	07/09/2015		HUYNH, NAM	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62108	07/09/2015		INDUSTRY MANUFACTURERS	\$600,000.00
	Invoice	Date	Description	Amount
	06/25/15	06/25/2015	CITY CONTRACT-FIRST QTR OF FY 15/16	\$600,000.00
62109	07/09/2015		INDUSTRY SECURITY SERVICES	\$33,224.23
	Invoice	Date	Description	Amount
	14-14622	06/26/2015	SECURITY SVC 6/19-6/25/15	\$13,246.00
	14-14632	06/26/2015	SECURITY SVC 6/19-6/25/15	\$3,343.77
	14-14572	06/19/2015	SECURITY SVC 6/12-6/18/15	\$3,364.80
	14-14562	06/19/2015	SECURITY SVC 6/12-6/18/15	\$13,269.66
62110	07/09/2015		KIM, CHONG H.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62111	07/09/2015		KONANUR, VEENA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62112	07/09/2015		KOO, DAVID	\$125.00
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62113	07/09/2015		KUO, JACKSON	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62114	07/09/2015		L A COUNTY DEPT OF PUBLIC	\$28,108.22
	Invoice	Date	Description	Amount
	IN150001239	06/24/2015	ACCIDENT-GRAND AVE @ VALLEY BLVD	\$7,749.22
	IN150001236	06/24/2015	ACCIDENT-ORANGE AVE @ VALLEY BLVD	\$20,359.00
62115	07/09/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 15-9	06/26/2015	FEE-NOTICE OF EXEMPTION FOR DP 15-9	\$75.00
62116	07/09/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP 15-4	06/26/2015	FEE-NOTICE OF EXEMPTION FOR CUP 15-4	\$75.00
62117	07/09/2015		L A COUNTY SHERIFF'S	\$16,788.59
	Invoice	Date	Description	Amount
	154770NH	06/19/2015	SPECIAL EVENT-DIRECTED PATROL	\$16,788.59
62118	07/09/2015		LA PUENTE VALLEY COUNTY	\$13,301.10
	Invoice	Date	Description	Amount
	2015-00001600	06/19/2015	04/20-06/19/15 SVC - 15651 STAFFORD ST	\$862.45
	2015-00001601	06/19/2015	04/20-06/19/15 SVC - RAUSCH RD (IRRI)	\$196.43
	2015-00001602	06/19/2015	04/20-06/19/15 SVC - RAUSCH RD (IRRI)	\$211.23
	2015-00001603	06/19/2015	04/20-06/19/15 SVC - STAFFORD & OLD VALLEY (I)	\$483.20
	2015-00001604	06/19/2015	04/20-06/19/15 SVC - ALONG RAILROAD TRACK (I)	\$316.70
	2015-00001605	06/19/2015	04/20-06/19/15 SVC - PROCTOR & EL ENCANTO (I)	\$237.15

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
2015-00001606	06/19/2015	04/20-06/19/15 SVC - HACIENDA BLVD (IRRI)	\$48.43
2015-00001607	06/19/2015	04/20-06/19/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,384.25
2015-00001608	06/19/2015	04/20-06/19/15 SVC - 15414 DON JULIAN RD (IRRI)	\$566.45
2015-00001609	06/19/2015	04/20-06/19/15 SVC - 15414 DON JULIAN RD	\$140.95
2015-00001610	06/19/2015	04/20-06/19/15 SVC - 201 STAFFORD ST (IRRI)	\$1,828.32
2015-00001611	06/19/2015	04/20-06/19/15 SVC - VALLEY BLVD (IRRI)	\$113.18
2015-00001612	06/19/2015	04/20-06/19/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,095.65
2015-00001613	06/19/2015	04/20-06/19/15 SVC - DON JULIAN RD	\$859.42
2015-00001614	06/19/2015	04/20-06/19/15 SVC - PARRIOTT & DON JULIAN RD (I)	\$137.25
2015-00001615	06/19/2015	04/20-06/19/15 SVC - 285 HACIENDA BLVD (IRRI)	\$65.08
2015-00001616	06/19/2015	04/20-06/19/15 SVC - 1 AZUSA WAY (IRRI)	\$569.15
2015-00001617	06/19/2015	04/20-06/19/15 SVC - 15625 STAFFORD ST	\$174.23
2015-00001618	06/19/2015	04/20-06/19/15 SVC - 15625 STAFFORD ST	\$59.53
15660STAFF-JUN15	06/19/2015	04/20-06/19/15 SVC - 15660 STAFFORD ST	\$170.55
2015-00001619	06/19/2015	04/20-06/19/15 SVC - 15414 DON JULIAN RD	\$190.89
2015-00001620	06/19/2015	04/20-06/19/15 SVC - 15414 DON JULIAN RD	\$272.30
2015-00001621	06/19/2015	04/20-06/19/15 SVC - HACIENDA & STAFFORD ST (I)	\$189.05
2015-00001622	06/19/2015	04/20-06/19/15 SVC - HACIENDA & STAFFORD (IRR)	\$266.75
2015-00001623	06/19/2015	04/20-06/19/15 SVC - 211 HACIENDA BLVD (IRRI)	\$129.83
2015-00001624	06/19/2015	04/20-06/19/15 SVC - HUDSON AVE (IRRI)	\$379.60
2015-00001625	06/19/2015	04/20-06/19/15 SVC - STAFFORD ST (IRRI)	\$483.20
2015-00001626	06/19/2015	04/20-06/19/15 SVC - 220 HACIENDA BLVD (IRRI)	\$305.60
2015-00001627	06/19/2015	04/20-06/19/15 SVC - 15522 NELSON AVE	\$59.53
2015-00001628	06/19/2015	04/20-06/19/15 SVC - NELSON AVE (IRRI)	\$834.70
2015-00001629	06/19/2015	04/20-06/19/15 SVC - SOTRO ST (IRRI)	\$670.05
62119	07/09/2015	LARRACAS, ARIEL	\$125.00
	Invoice	Date	Amount
	JUNE 2015	06/29/2015	\$125.00
		REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	
62120	07/09/2015	LAU, CHICHEUNG	\$125.00

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CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62121	07/09/2015		LEE, JOE F.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62122	07/09/2015		LEE, MIKE	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62123	07/09/2015		LIN, PEI , RONG	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62124	07/09/2015		LOCKS PLUS	\$61.87
	Invoice	Date	Description	Amount
	22856	06/18/2015	LOCKS/DUPLICATE KEYS	\$61.87
62125	07/09/2015		MARTIN & CHAPMAN CO.	\$12,676.35
	Invoice	Date	Description	Amount
	2015217	06/18/2015	ELECTION EXPENSES	\$12,676.35
62126	07/09/2015		MARTINEZ, ANDREA , MEDINA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62127	07/09/2015		MAYET, YUSUF	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00

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CITY.WF.CHK - City General Wells Fargo				
62128	07/09/2015		MERRITT'S ACE HARDWARE	\$3.26
	Invoice	Date	Description	Amount
	086523	06/19/2015	MISC SUPPLIES	\$3.26
62129	07/09/2015		MOFFITT, ROBERT	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62130	07/09/2015		MONROE SYSTEMS FOR BUSINESS,	\$140.00
	Invoice	Date	Description	Amount
	097395	05/28/2015	MAINT AGREEMENT-BOND TRADER	\$140.00
62131	07/09/2015		MR PLANT & INTERIOR BOTANICAL	\$710.00
	Invoice	Date	Description	Amount
	JULY 2021	07/01/2015	PLANT MAINT-JUL 2015	\$122.00
	JULY 2022	07/01/2015	PLANT MAINT-JUL 2015	\$588.00
62132	07/09/2015		MUNSON , JULI D.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62133	07/09/2015		MX GRAPHICS, INC.	\$1,832.40
	Invoice	Date	Description	Amount
	7250	06/15/2015	BLUEPRINT SVC-MP 13 06	\$347.27
	7177	06/09/2015	BLUEPRINT SVC-MP 97 35	\$7.47
	7219	06/12/2015	BLUEPRINT SVC-MP 13 06	\$72.76
	7236	06/12/2015	BLUEPRINT SVC-MP 97 35	\$30.96
	7084	05/28/2015	BLUEPRINT SVC-JN 6205	\$356.10
	7164	06/08/2015	BLUEPRINT SVC-JN 6201	\$1,017.84
62134	07/09/2015		OLMOS PROFESSIONAL SERVICES	\$8,782.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	178	06/30/2015	JANITORIAL SVC-FIRE STATION	\$1,815.00
	179	06/30/2015	JANITORIAL SVC-CITY HALL	\$5,500.00
	180	06/30/2015	JANITORIAL SVC-IMC	\$1,467.00
62135	07/09/2015	OTAKY, SAMIA S.		\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62136	07/09/2015	PARK, JOHNNY		\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62137	07/09/2015	PENG, DEREK K.		\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62138	07/09/2015	PHAN, DANIEL		\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62139	07/09/2015	PHAN, SEAN H.		\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62140	07/09/2015	POST ALARM SYSTEMS		\$273.25
	Invoice	Date	Description	Amount
	795503	07/01/2015	MONITORING SVC-AUG 2015	\$273.25
62141	07/09/2015	QUAN, PUSHUANG		\$125.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62142	07/09/2015		QUON, CATALINA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62143	07/09/2015		REN, MICHELLE	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62144	07/09/2015		RENFRO, REBECCA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62145	07/09/2015		RICOH USA, INC.	\$1,188.32
	Invoice	Date	Description	Amount
	5036575429	06/19/2015	METER READING	\$1,106.85
	5036496158	06/15/2015	METER READING	\$81.47
62146	07/09/2015		RODRIGUEZ, MARTHA, ALFARO	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62147	07/09/2015		ROMAN, DEMETRIUS	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62148	07/09/2015		ROWLAND WATER DISTRICT	\$859.20
	Invoice	Date	Description	Amount
	2015-00001630	06/24/2015	05/19-06/16/15 SVC - 17217 & 17229 CHESTNUT - IRR	\$209.66
	2015-00001631	06/24/2015	05/19-06/16/15 SVC - 755 NOGALES (RC)	\$140.80

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	1123CHATCH-JUN15	06/24/2015	05/20-06/16/15 SVC - 1123C HATCHER ST	\$154.56
	1135HATCH-JUN15	06/24/2015	05/20-06/16/15 SVC - 1135 HATCHER ST	\$53.06
	2015-00001632	06/24/2015	05/20-06/16/15 SVC - 1100 AZUSA AVE	\$152.66
	2015-00001633	06/24/2015	05/20-06/16/15 SVC - AZUSA AVE (RC)	\$89.60
	1123DHATCH-JUN15	06/24/2015	05/20-06/16/15 SVC - 1123D HATCHER ST	\$58.86
62149	07/09/2015		RUIZ, JOSEPH, P	\$4,000.00
	Invoice	Date	Description	Amount
	JULY 2015	06/29/2015	CONSULTING SVC-JUL 2015	\$4,000.00
62150	07/09/2015		SAN GABRIEL VALLEY FAMILY	\$4,300.00
	Invoice	Date	Description	Amount
	2707	05/31/2015	GRAFFITI REMOVAL-MAY 2015	\$4,300.00
62151	07/09/2015		SANTOS, VIRGINIA	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62152	07/09/2015		SATSUMA LANDSCAPE & MAINT.	\$145,337.77
	Invoice	Date	Description	Amount
	0615TACH	06/29/2015	LANDSCAPE SVC-VARIOUS SITES	\$37,737.00
	0615CHTA	06/30/2015	LANDSCAPE SVC-JUN 2015	\$107,600.77
62153	07/09/2015		SCS FIELD SERVICES	\$9,585.26
	Invoice	Date	Description	Amount
	0255934	05/31/2015	IH FIRST QTR TESTING	\$9,585.26
62154	07/09/2015		SETO, MITCHELL	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62155	07/09/2015		SHAO, CHUN KAI	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62156	07/09/2015		SHIH, HUNG SHEUNG	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62157	07/09/2015		SO CAL INDUSTRIES	\$199.68
	Invoice	Date	Description	Amount
	185975	06/17/2015	RR RENTAL-TONNER CYN	\$199.68
62158	07/09/2015		SO CALIFORNIA EDISON COMPANY	\$10,821.94
	Invoice	Date	Description	Amount
	7500548337	06/25/2015	05/01-05/31/15 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
	7500548335	06/25/2015	05/01-05/31/15 SVC - OLD RANCH RD/MAYO AVE	\$5,623.22
	7500548336	06/25/2015	05/01-05/31/15 SVC - 208 S. WADDINGHAM WAY	\$3,667.31
	7500547803	06/22/2015	03/01-03/31/15 SVC - RELIABILITY SVC	\$503.95
62159	07/09/2015		SQUARE ROOT GOLF &	\$185,487.18
	Invoice	Date	Description	Amount
	1182CITY	06/29/2015	TREE PRUNING	\$1,320.00
	1183ELHM	06/29/2015	LANDSCAPE SVC-JUN 2015	\$19,778.00
	1184ELHM	06/29/2015	LANDSCAPE SVC-JUN 2015	\$41,976.55
	1185H	06/29/2015	LANDSCAPE SVC-JUN 2015	\$122,412.63
62160	07/09/2015		STAPLES BUSINESS ADVANTAGE	\$370.91
	Invoice	Date	Description	Amount
	8034805513	06/13/2015	OFFICE SUPPLIES	\$272.98
	8034721645	06/06/2015	OFFICE SUPPLIES	\$97.93

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62161	07/09/2015		TAKATA, DAVID T.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62162	07/09/2015		TAN, KELLY K.	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62163	07/09/2015		TANG, JOSEPH	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62164	07/09/2015		TONG, WEIXING	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62165	07/09/2015		UNIVERSITY OF LA VERNE	\$1,807.50
	Invoice	Date	Description	Amount
	SPRING 2015	06/29/2015	TUITION FEES-MARIA L HAGERTY	\$1,807.50
62166	07/09/2015		WANG, DAPHNE	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00
62167	07/09/2015		WEATHERITE SERVICE	\$152.00
	Invoice	Date	Description	Amount
	L163107	06/11/2015	A/C MAINT-IMC	\$152.00
62168	07/09/2015		WEEKS, WILLIAM	\$125.00
	Invoice	Date	Description	Amount
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 9, 2015**

Check	Date	Payee Name		Check	Amount
CITY.WF.CHK - City General Wells Fargo					
62169	07/09/2015	WEISS, STEPHANIE G.			\$125.00
	Invoice	Date	Description	Amount	
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00	
62170	07/09/2015	WONG, JACKY			\$125.00
	Invoice	Date	Description	Amount	
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00	
62171	07/09/2015	YOUNG, PAUL, C.			\$125.00
	Invoice	Date	Description	Amount	
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00	
62172	07/09/2015	YU, HUI-I			\$125.00
	Invoice	Date	Description	Amount	
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00	
62173	07/09/2015	ZHANG, MUWEN			\$125.00
	Invoice	Date	Description	Amount	
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00	
62174	07/09/2015	ZHOU, YING			\$125.00
	Invoice	Date	Description	Amount	
	JUNE 2015	06/29/2015	REBATE FOR ELEC VEHICLE PROGRAM-JUN 2015	\$125.00	

Checks	Status	Count	Transaction Amount
	Total	135	\$2,487,460.34

CITY COUNCIL

ITEM NO. 5.2

HANDOUT ITEM



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: Mayor Radecki & City Council For meeting of: July 9, 2015
From: James M. Casso, City Attorney Date: July 1, 2015
SUBJECT: CONSIDERATION AND APPROVAL OF INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT WITH PAUL J. PHILIPS AND CITY
MANAGER AGREEMENT WITH PAUL J. PHILIPS

BACKGROUND/DISCUSSION

On June 25, 2015, the City Council directed the City Attorney's office to negotiate a contract with Paul J. Philips to provide Interim City Manager services to the City of Industry.

The first agreement is for (Interim City Manager services with Paul J. Philips (the "Agreement") that is presented for Council's consideration provides that Mr. Philips will serve as Industry's Interim City Manager starting on June 25, 2015, and terminating on or before December 22, 2015. The Agreement sets forth that Mr. Philips, in compliance with Government Code Section 21224, will be paid \$108.79 per hour for work performed on behalf of the City and that his monthly compensation shall not exceed \$17,407.44. Under the Agreement, Mr. Philips is not entitled to accrue any benefits, such as medical insurance or CalPERS retirement benefits.

The City Council may terminate the Agreement at any time with or without cause and without notice to Mr. Philips. Mr. Philips, on the other hand, may terminate the Agreement with or without cause, but he must provide the City at least 14 days written notice. If, and/or when, the Agreement is terminated, Mr. Philips is not entitled to any severance pay.

Also before the City Council is an agreement for City Manager services to the City of Industry. As the City Council is aware, Mr. Philips is a CalPERS retiree. Before he can become the City's permanent city manager, he must be reinstated into CalPERS. It is unknown how long CalPERS may take to reinstate Mr. Philips. Once he is reinstated, however, the City Manager Agreement shall take immediate effect and Mr. Philips will begin his tenure as Industry's permanent city manager.

FISCAL IMPACT

Under the Interim City Manager Employment Agreement, Mr. Philips will be paid up to \$17,407.44 per month, without any benefits.

Under the City Manager Agreement, Mr. Philips will be paid an annual salary of \$275,000.00 plus benefits.

RECOMMENDATION

It is recommended that the City Council approve the agreements.

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim City Manager Employment Agreement (the "Agreement") is made and effective as though entered into as 25th day of June, 2015 by and between the City of Industry, State of California, a municipal corporation and charter city (hereinafter, the "City") and Paul J. Philips, an individual, (hereinafter, "Philips"). City and Philips are hereinafter collectively referred to as the "Parties" and individually as "Party".

RECITALS

The City desires to employ the services of Philips in the capacity of Interim City Manager and further desires to assure the service of Philips by establishing herein certain salary and limited benefits, and other terms and conditions of his employment.

Philips desires to accept employment as Interim City Manager effective on June 25, 2015, under the terms and conditions set below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the Parties hereto agree as follows:

SECTION I DUTIES

A. The City hereby agrees to employ Philips as Interim City Manager conferring upon and delegating to Philips the overall responsibility for management and administration of the City as set forth in the City's Charter and Municipal Code (collectively, the "Code") and to perform such other legally permissible and proper duties and functions as the Industry City Council (hereinafter, "City Council") may from time to time assign.

B. Philips accepts employment as Interim City Manager and agrees to serve as such commencing as of June 25, 2015. Philips shall serve as an officer of the City pursuant to the authority set forth in any applicable State law, the City's Charter and Chapter 2.08 of the Code. Philips shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings or other meetings of City agencies and commissions, which are generally held on the second and fourth Thursdays of each month, all City Council agenda meetings, Department Head meetings, Oversight Board meetings and provide regularly scheduled office hours at City Hall.

C. Philips shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. He shall comply with and carry out the City's rules and regulations and he shall obey all federal, state and local laws, rules and regulations, as they apply to the performance of his duties.

D. Philips shall devote his full energies, interest, abilities and productive time to the performance of this Agreement and shall not render, without the City's prior written consent, services of any kind to others for compensation or engage in any other activity which would materially interfere with the performance of his duties under this Agreement.

E. Philips shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. He shall also complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter at the appointed times.

SECTION II TERM

This Agreement shall become effective on June 25, 2015, and terminate 180 days or upon the completion of 960 hours, whichever occurs first, thereafter (i.e., not later than December 22, 2015), unless otherwise terminated as set forth herein.

The City Council agrees that it shall evaluate Philips's performance and consider appointing Philips as City Manager, as permitted by law, on or before September 23, 2015. This 90-day period may be extended upon written consent of both Parties but in no event shall it extend beyond December 22, 2015, or as permitted under the law.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Philips at any time, subject only to the provisions set forth in Section III of this Agreement.

The Parties recognize and affirm that: 1) Philips shall serve at the will and pleasure of the City Council and Philips understands that he is "at will," subject to summary dismissal without any right of notice or hearing, including any so-called Skelly hearing; 2) there is no express or implied promise made to Philips for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Philips and the City.

Philips agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing or consulting performed by Philips. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Philips, so long as the provisions set forth in Section I, paragraph E of this Agreement is not violated.

SECTION III TERMINATION

The City Council may terminate this Agreement for convenience in its absolute discretion at any time with or without cause and without notice to Philips. Philips may terminate this Agreement at any time with or without cause, provided he gives the City Council no less than 14 days advance written notice prior to the effective date of termination, unless a shorter period is acceptable to the City Council. Philips expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement for any reason whatsoever.

SECTION V
COMPENSATION

Effective June 25, 2015, subject to the provisions of Government Code Section 21224, the City agrees to pay Philips for his services rendered herein on an hourly basis at \$108.79 per hour, subject to any future cost of living increases awarded to regular full-time employees. His total monthly compensation shall not exceed Seventeen Thousand 00/100 Dollars (\$17,407.44) and shall be payable in installments at the same times as the City's employees are paid, and subject to customary withholdings.

SECTION VI
AUTOMOBILE

In the event Employee, at his sole and absolute discretion, does not use a City-owned automobile and, instead, exclusively uses his personal vehicle for City related business, the City shall pay Employee a \$107.81 per month automobile allowance during the term of this Agreement. The Employee shall be eligible for the monthly automobile allowance only if he possesses a valid California driver's license and maintains all legally required insurance coverage established by the State of California and, on an annual basis, provides proof of his valid license and insurance coverage to the City Clerk.

SECTION VII
VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS

During the term of this Agreement, unless specifically set forth herein, the Parties agree that Philips shall not be entitled to the benefits provided by the City to its employees, including, but not limited to, paid vacation, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance. PERS benefits, unemployment insurance or retirement.

SECTION VIII
OUT OF POCKET EXPENSES

The City shall reimburse Philips for reasonable out-of-pocket expenses incurred in connection with the City's business, including, but not limited to, travel, food and lodging while away from home, subject to such policies as the City may from time to time establish for its employees.

SECTION IX
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Philips provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City's Code or other applicable law.

B. The provisions of the City's Code and any Industry personnel resolution(s) shall apply to Philips except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.

SECTION X
CONFIDENTIAL INFORMATION

Employment with the City creates a relationship of confidence and trust between Philips and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to trade secrets, confidential information, client lists, knowledge or data of the City or any of its constituent entities or members that Philips may produce, obtain or otherwise acquire or have access to during the course of Philips's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Philips agrees that during and after Philips's employment with the City, Philips (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City, unless otherwise required by law or court order; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Philips agrees to return promptly to the City all writings and other tangible things in Philips's possession that contain Confidential Information.

SECTION XI
WARRANTIES

Philips warrants that, as of the commencement of this Agreement, he will be able to immediately begin performance of his duties and that, by entering into this Agreement, he will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or the City to any claims or liability.

SECTION XII
INDEMNIFICATION AND BONDS

A. The City agrees to defend, hold harmless and indemnify Philips, subject to the provisions and limitations set forth in Government Code Section 825 *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Philips's performance of the course and scope of this Agreement. The City may decline to defend Philips as permitted in the California Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. The City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Philips's services under this Agreement.

SECTION XIII
GENERAL PROVISIONS

A. This Agreement is the final expression of the complete Agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the Parties.

B. This Agreement is not assignable by either the City or Philips.

C. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

D. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

E. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

F. Each of the Parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each Party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

H. All notices shall be personally delivered or mailed to the addresses listed below:

Paul J. Philips
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

Courtesy copy to:
James M. Casso
Casso & Sparks, LLP
P.O. Box 4131
West Covina, CA 91791

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

INTERIM CITY MANAGER

CITY OF INDUSTRY

Paul J. Philips

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM

James M. Casso, City Attorney

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made by and between the City of Industry, State of California, a municipal corporation and charter city (hereinafter, the "City") and Paul J. Philips, an individual, (hereinafter, "Employee"). City and Employee are hereinafter collectively referred to as the "Parties" and individually as "Party." This Agreement shall become effective once Philips has been reinstated by CalPERS from Service Retirement and he provides written notice and documentation to the Mayor and City Council.

RECITALS

The City desires to employ the services of Employee in the capacity of City Manager and further desires to assure the service of Employee by establishing herein certain salary and limited benefits, and other terms and conditions of his employment

Employee desires to accept employment as City Manager effective upon his reinstatement by CalPERS, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follows:

SECTION I DUTIES

- A. The City hereby agrees to employ Employee as City Manager conferring upon and delegating to Employee the overall responsibility for management and administration of the City as set forth in the Industry Charter and Municipal Code hereinafter (collectively, the "Code") and to perform such other legally permissible and proper duties and functions as the Industry City Council hereinafter ("City Council") may from time to time assign.
- B. Employee accepts employment as City Manager and agrees to serve as such commencing upon his reinstatement by CalPERS. Employee shall serve as an officer of the City pursuant to the authority set forth in applicable State law, the Industry Charter and Chapter 2.08 of the Industry Municipal Code. Employee shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings or other meetings of City agencies and commissions, which are generally held on the second and fourth Thursdays of each month, all City Council agenda meetings, Department Head meetings, Oversight Board meetings and provide regularly scheduled office hours at City Hall.
- C. Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. He shall comply with and carry out the City's rules and regulations and he shall obey the laws of the State of California and the United States of America as they apply to the performance of his duties.

D. Employee shall devote his full energies, interest, abilities and productive time to the performance of this Agreement and shall not, without the City's prior written consent, render services of any kind to others for compensation or engage in any other activity more than four (4) hours per week which would materially interfere with the performance of his duties under this Agreement.

E. Employee shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. He shall also complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter pursuant to California law.

SECTION II TERM

A. The term of this Employment Agreement shall become effective upon Employee's reinstatement by CalPERS, but not later than December 22, 2015, and will remain in full force and effect until December 31, 2018, unless otherwise terminated as set forth herein. In the event Employee is not reinstated by CalPERS, this Agreement shall be of no effect or force.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section IV of this Agreement.

C. The parties recognize and affirm that: 1) Employee is an "at will" employee whose employment may be terminated by the City without cause; 2) there is no express or implied promise made to Employee for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Employee and the City.

D. Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing or consulting performed by Employee. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Employee, so long as the provisions set forth in Section I, paragraphs (D) and (E) of this Agreement are not violated.

SECTION III COMPENSATION

A. Effective upon reinstatement by CalPERS, the City agrees to pay Employee for his services rendered hereunder at an annual rate of Two Hundred Seventy-Five Thousand 00/100 Dollars (\$275,000.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

B. The City agrees to that Employee's base salary shall be adjusted should any future cost of living increases be awarded to regular full-time employees and may consider adjusting said base salary and other benefits of Employee, in the City's sole discretion, subject to the performance evaluation process described in this Agreement or any applicable City Council policy, which shall be merit based.

SECTION IV
TERMINATION AND SEVERANCE PAY

A. The City Council may terminate this Agreement for convenience in its absolute discretion upon thirty (30) days written notice to Employee, except the City Council may not terminate this Agreement for convenience as set forth in the then applicable provisions of the Code. If Employee is terminated by the City Council for (1) refusing or failing to carry out the duties of the City Manager as set forth in the Government Code, the Code or herein; (2) conviction of a felony; (3) conviction of any illegal act involving moral turpitude or personal gain; or (4) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain, the City shall have no obligation to provide thirty (30) days advance written notice and the Employee shall not be entitled to severance pay as set forth herein.

B. In the event Employee is terminated by the City Council and Employee is willing and able to perform the duties of City Manager, the City shall pay Employee a lump sum cash payment, or payment in equal installments over an eighteen (18) month period, at the option of Employee, equal to the Employee's then eighteen months' base salary. Such severance, as set forth herein, is contingent upon Employee signing and delivering a general release and waiver of all claims against the City (including and without limitation to its former and current elected officials, employees, officers and agents). Such severance shall be payable on the tenth (10th) day after the general release and waiver is fully executed by the City and Employee.

C. In the event Employee voluntarily resigns his position with the City at any time during the term of this Agreement, then Employee shall give the City no less than forty-five (45) days written notice, unless the parties otherwise agree in writing. Failure of Employee to give the required forty-five (45) days written notice of resignation will result in a pro-rata reduction in benefits normally payable, if any, to resigning City employees, such as, but not limited to, accrued vacation payment, sick leave payment, and the like. Voluntary resignation by Employee will result in a loss of any and all severance pay to him by the City.

D. Any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in Government Code Section 53260 or any successor statutory restrictions.

SECTION V
EVALUATION OF PERFORMANCE

A. The City Council shall review and evaluate the performance of Employee as set forth in applicable City Council policies and/or at least annually but not later than the anniversary

date of this Agreement or at other times chosen by the City Council in its sole discretion. Said review and evaluation shall be in accordance with specific criteria developed by the City Council with consultation from Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Employee. Further, the City Council shall provide Employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for Employee to discuss his evaluation with the City Council.

B. The City Council and Employee shall periodically define such goals and performance objectives which they determine necessary for the proper operations of the City and in the attainment of the City Council policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

SECTION VI **HOURS OF WORK**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee shall be allowed to take administrative time off from work as provided in Section X of this Agreement.

SECTION VII **INSURANCE**

During the term of this Agreement, the City shall pay the monthly premiums for medical insurance and dental/optical coverage for Employee and his eligible dependents. City shall also pay the monthly premiums for life insurance to cover Employee. Life insurance coverage shall be equal to three (3x) times of Employee's annual salary. As permitted by law, the Employee shall name the beneficiary of the life insurance policy. Except as set forth herein, insurance coverage(s) shall be provided in the same manner as offered to all other employees of the City.

SECTION VIII **AUTOMOBILE**

A. During the term of this Agreement, the City shall provide Employee with a suitable City-owned automobile for Employee's exclusive and reasonable personal use by Employee. The City shall be responsible for paying for liability, property damage and comprehensive insurance for said automobile, and shall be responsible for paying for the purchase/lease of said automobile, gasoline for and maintenance and repair of said automobile, and for replacement of said automobile in accordance with the City's vehicle replacement policy.

B In the event Employee, at his sole and absolute discretion, does not use a City-owned automobile and, instead, exclusively uses his personal vehicle for City related business, the City shall pay Employee a \$600.00 per month automobile allowance. The Employee shall be eligible for the monthly automobile allowance only if he possesses a valid California driver's license and maintains all legally required insurance coverage established by

the State of California and, on an annual basis, provides proof of his valid license and insurance coverage to the City Clerk.

SECTION IX
VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS

- A.** Except as modified herein, during the term of this Agreement, the City shall provide Employee with vacation, sick and holiday pay in the same manner as provided to all other City employees.
- B.** Employee shall accrue vacation at the rate of 14 hours per month of service with no limits on the number of hours accrued. Employee shall accrue sick leave at the rate of 10 hours per month, with no limits on the number of hours accrued. At Employee's option, Employee may receive a cash payment for any unused vacation and sick leave hours once per year. The cash payment shall be at the Employee's then current rate of pay.
- C.** During the term of this Agreement, as permitted under law, the City shall pay for Employee's and the City's contributions to membership in the California Public Employees Retirement System ("CalPERS").
- D.** Employee may elect to participate in a 457 Deferred Compensation Retirement Plan. The City, on an annual basis, shall make a contribution of no less than \$2,000.00 per month on Employee's behalf to the Employee's account with the 457 Deferred Compensation Retirement Plan of Employee's choice.
- E.** The City shall provide Employee other benefits as mandated by law.
- F.** Upon the effective date of this Agreement, Employee shall be eligible for 40 hours of management leave which may be used at Employee's discretion and upon prior written notice to the City Council. Employee's unused management leave shall not carry forward to the next year, nor is it eligible for cash payment at any time during Employee's tenure.

SECTION X
OUT OF POCKET EXPENSES

The City shall reimburse Employee for reasonable out-of-pocket expenses incurred in connection with the City's business, including travel, food and lodging while away from home, subject to such policies as the City may from time to time establish for its employees. The City also shall provide Employee a monthly mobile telephone allowance of \$150.00 for use of his personal mobile telephone in carrying out his duties as set forth herein and in the Code. Employee may attend, at the City's expense, the League of California Cities Annual Conference ("LOCC"), the LOCC's City Manager's Conference, the Annual California Contract Cities Association Seminar and if he is a member, the International City/County Management Association ("ICMA") Annual Conference.

SECTION XI
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code or other applicable law.
- B. The provisions of the Code and any Industry personnel resolution(s) shall apply to Employee except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.

SECTION XII
CONFIDENTIAL INFORMATION

Employment with the City creates a relationship of confidence and trust between Employee and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to trade secrets, confidential information, client lists, knowledge or data of the City or any of its constituent entities or members that Employee may produce, obtain or otherwise acquire or have access to during the course of Employee's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Employee agrees that during and after Employee's employment with the City, Employee (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Employee agrees to return promptly to the City all writings and other tangible things in Employee's possession that contain Confidential Information.

SECTION XIII
EMPLOYEE'S WARRANTIES

Employee warrants that, as of the commencement of the employment term, he will be able to immediately begin performance of his duties and that, by entering into this Agreement, he will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or the City to any claims or liability.

SECTION XIV
INDEMNIFICATION AND BONDS

A. The City agrees to defend, hold harmless and indemnify Philips, subject to the provisions and limitations set forth in Government Code Section 825 *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Philips's performance of the course and scope of this Agreement. The City may decline to defend Philips as permitted in the California

Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

B. The City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Philips's services under this Agreement.

SECTION XV **GENERAL PROVISIONS**

A. This Agreement is the final expression of the complete Agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

B. This Agreement is not assignable by either the City or Employee.

C. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

D. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

E. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

F. Each of the parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

H. All notices shall be personally delivered or mailed to the addresses listed below:

Paul J. Philips
At most recent address on file in Employee's personnel file

Mayor
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

Courtesy copy to:
James M. Casso
Casso & Sparks, LLP
P.O. Box 4131
West Covina, CA 91791

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

EMPLOYEE

CITY OF INDUSTRY

Paul J. Philips

Mark D. Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM

James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

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

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

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

DATE: June 30, 2015

SUBJECT: (1) Vacant seats on the City of Industry Planning Commission
(2) Appointment of an "Alternate" to the Los Angeles County Sanitation District Board of Directors

- (1) Two vacancies exist on the City of Industry Planning Commission. It is appropriate for the City to solicit interest in serving on the Planning Commission and accordingly the Mayor, with the consent of the City Council, may make appointment(s) at the regular City Council Meeting of July 23, 2015.
- (2) The current Mayor is the City's voting member on the Los Angeles County Sanitation Board of Directors. The "Alternate" to that Board is historically the Mayor Pro Tem. The City Council can appoint the Alternate at this City Council Meeting.

PJP:dms.

CITY COUNCIL

ITEM NO. 6.2



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: The Honorable Mayor and Members of the City Council

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

DATE: June 30, 2015

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(2) Appointment of an "Alternate" to the Los Angeles County Sanitation District Board of Directors

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PJP:dms.

CITY COUNCIL

ITEM NO. 6.3



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: The Honorable Mayor and Members of the City Council

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

DATE: June 30, 2015

SUBJECT: Resolution No. CC 2015-19 rescinding Resolution No. CC 2015-04, adopting a City Manager Policy regarding termination of management-level City Officials or employees following a municipal election

Recommendation: Staff finds this policy too restrictive and therefore recommends that Resolution No. CC 2015-04 be rescinded in its entirety.

PJP:dms.

RESOLUTION NO. CC 2015-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INDUSTRY RESCINDING RESOLUTION NO. CC 2015-04**

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

SECTION 1. The City Council finds as follows:

- A. The City of Industry Municipal Code establishes the City Manager's "powers and duties" to include the appointment, promotion, discipline, demotion, and/or removal of City employees, (see Industry Municipal Code 2.08.070 C).
- B. The City Council now finds this policy is too restrictive and by the adoption of this resolution rescinds Resolution No. CC 2015-04.

SECTION 2. The City Council hereby adopts Resolution No. CC 2015-19 – Rescinding Resolution No. CC 2015-04.

SECTION 3. The City Clerk is directed to certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2015.

Mark Radecki, Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

CITY COUNCIL

ITEM NO. 6.4



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: The Honorable Mayor and Members of the City Council
FROM: Paul J. Philips, Acting City Manager *Paul J. Philips*
DATE: July 1, 2015
SUBJECT: CRIA Budget for Fiscal Year 2015-16

At the scheduled City Council meeting of May 21, 2015, it was recommended that the City Council delay adoption of the 2015-16 Fiscal Year CRIA Budget thereby placing CRIA operations on a "month-to-month" basis. The 2015-16 Fiscal Year CRIA Budget, together with the May 21, 2015 report, is attached for your review.

In as much as a detailed analysis of the overall CRIA operations would take considerable time, expense, and effort, it is RECOMMENDED that the City Council adopt the proposed Fiscal Year 2015-16 CRIA Budget and direct the Acting City Manager to work with the CRIA staff to review all operations.

PJP:dms.

CITY OF INDUSTRY



TO: Mayor Spohn and Members of the City Council
FROM: Kevin Radecki, City Manager
SUBJECT: ACTION ON CRIA BUDGET
DATE: May 21, 2015

SUMMARY

The City has annually approved a budget for the Civic-Recreational-Industrial Authority ("CRIA"). This budget allows CRIA to operate the Industry Hills Expo Center and to undertake other work related to its purpose. City Staff recommends that rather than approving a budget for CRIA at this time, the City Council instead direct Staff to study the available options for decreasing the City's subsidy of CRIA and to return to the Council with a recommendation.

DISCUSSION

The City has determined via a third-party analysis that CRIA's operation of the Expo Center has been subsidized by the City at a rate of between \$700,000 and \$1,200,000 per year over the last decade. While the Expo Center's revenues have increased every year during that time, they have not been sufficient to cover the cost of operating the facilities. As of the end of March, Fiscal Year 2014-2015 CRIA revenues from the Expo Center were approximately \$814,351 and expenditures on the Expo Center were approximately \$1,487,476. Rather than ask the Council to approve another year of the City subsidizing CRIA's operations, City Staff would like to review the options for the operation of CRIA's facilities and return to the Council with a recommendation and, if appropriate, a revised budget.

FISCAL IMPACT

The CRIA budget for Fiscal Year 2015-2016, as proposed, would run a deficit of approximately \$1,100,000. This amount would be subsidized by the City from general fund revenues. Deferring the budget adoption would allow CRIA to operate on a month-to-month basis but not to incur any extraordinary costs.

RECOMMENDATION

It is recommended that the City Council refrain from adopting the CRIA budget for Fiscal Year 2015-2016 and direct Staff to study the available options for decreasing the City's subsidy of CRIA and to return to the Council with a recommendation.

**Civic-Recreational
Industrial Authority
Proposed Budget**

Fiscal Year 2015-2016

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
PROPOSED ANNUAL BUDGET
FISCAL YEAR 2015-2016

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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 PROJECTED CASH AND INVESTMENT AVAILABLE BALANCES
 FISCAL YEAR 2015-2016

	PROJECTED AVAILABLE BALANCE	PROPOSED REVENUES	PROPOSED EXPENSE	TRANSFERS IN FROM OTHER FUNDS	TRANSFERS OUT TO OTHER FUNDS	PROJECTED AVAILABLE BALANCE
	JUNE 30, 2015	2015-2016	2015-2016	2015-2016	2015-2016	JUNE 30, 2016
360 CIVIC RECREATIONAL INDUSTRIAL AUTH	\$ 169,654	\$ 420	\$ (500,500)	\$ 1,082,500	\$ (582,000)	\$ 170,074
361 EXPO CENTER	243,238	1,485,200	(2,068,000)	582,000	-	242,438
PROJECTED ENDING CASH AND INVESTMENT BALANCES	<u>\$ 412,892</u>	<u>\$ 1,485,620</u>	<u>\$ (2,568,500)</u>	<u>\$ 1,664,500</u>	<u>\$ (582,000)</u>	<u>\$ 412,512</u>

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 PROPOSED REVENUES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
CRIA REVENUES						
4300.01 BANK INTEREST INCOME	\$ 810	\$ 810	\$ 3	\$ 10	\$ 3	\$ 10
4300.02 INVESTMENT INTEREST	-	-	358	400	262	410
TOTAL	\$ 810	\$ 810	\$ 361	\$ 410	\$ 265	\$ 420
EXPO SPEEDWAY						
8142 BAR SALES	\$ 60,700	\$ 60,700	\$ 77,906	\$ 65,800	\$ 38,454	\$ 70,800
8165 CONCESSION SALES	36,200	36,200	50,713	50,300	30,396	54,500
8156 VENDOR FEE	1,600	1,600	2,109	1,300	774	1,900
8157 PARKING FEES	12,900	12,900	26,487	15,400	11,985	22,900
4440 MISCELLANEOUS INCOME	-	-	645	-	652	1,300
4510 MERCHANDISE INCOME	5,700	5,700	24,996	8,100	7,771	15,700
8140 RIDER PRIZE MONEY	27,500	27,500	70,125	40,300	23,411	51,000
8149 BACK GATE ADMISSION- SPEEDWAY	-	-	-	-	-	-
8150 SPEEDWAY - GENERAL ADMISSION	63,700	63,700	128,214	69,900	35,561	68,200
8179 SPEEDWAY SPONSORSHIPS	15,300	15,300	21,170	17,200	10,430	22,900
EXPO BANQUET						
8141 BANQUET RENTALS	243,200	243,200	230,343	213,100	166,689	254,800
8142 BAR SALES	230,000	230,000	236,636	245,800	159,783	249,900
8164 SECURITY REVENUE	49,700	49,700	47,671	46,800	25,941	43,400
8165 CONCESSION SALES	2,000	2,000	936	1,200	1,321	1,600
8168 EQUIPMENT RENTAL - BANQUET	800	800	874	800	350	700
8180 RENTER CERT OF INSURANCE	-	-	-	8,500	-	8,800
4440 MISCELLANEOUS INCOME	12,800	12,800	13,384	9,400	13,348	9,200
EXPO GRAND ARENA						
8142 BAR SALES	234,100	234,100	144,990	148,500	61,681	179,200
8164 SECURITY REVENUE	50,900	50,900	18,033	14,600	3,106	14,700
8165 CONCESSION SALES	138,300	138,300	90,603	108,500	64,787	111,700
8168 EQUIPMENT RENTAL - BANQUET	11,000	11,000	5,600	5,900	3,870	7,000
4444 MISCELLANEOUS ARENA INCOME	15,600	15,600	10,672	11,300	2,424	4,600
8035 SHOW BARN STALL RENTAL	43,000	43,000	34,892	41,200	11,707	44,900
8042 LIGHTING	10,800	10,800	10,503	12,400	6,323	11,000
8044 AUDIO/VIDEO TECH SUPPORT	2,500	2,500	940	4,000	-	300
8045 RV PARKING	8,400	8,400	8,815	8,900	7,185	9,800
8046 GROUND PREP FEE	2,900	2,900	3,080	3,100	715	1,900
8151 ARENA RENTALS	59,700	59,700	86,733	75,400	62,073	107,700
8153 SHAVINGS SALES	20,300	20,300	16,809	19,300	13,594	15,900
8155 CLEAN UP & TEAR DOWN FEES	5,900	5,900	8,041	18,800	1,475	6,600
8156 VENDOR FEE	7,600	7,600	6,491	6,100	4,621	6,200
8157 PARKING FEES	81,400	81,400	50,169	44,300	37,138	72,400
8158 OUTDOOR ARENA	5,900	5,900	4,180	3,100	3,200	5,700
8167 FEED SALES	500	500	491	500	206	400
EXPO ADMINISTRATIVE ACCOUNT						
4441 CASH OVER/SHORT	1,900	1,900	84	400	(1,333)	-
4440 MISCELLANEOUS INCOME	8,300	8,300	8,232	8,100	4,713	7,600
TOTAL	\$ 1,471,100	\$ 1,471,100	\$ 1,441,561	\$ 1,328,900	\$ 814,351	\$ 1,485,200
TOTAL REVENUE	\$ 1,471,910	\$ 1,471,910	\$ 1,441,922	\$ 1,328,710	\$ 814,616	\$ 1,485,620

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 PROPOSED EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
EXPENDITURE SUMMARY						
CAPITAL PROJECTS FUND						
ADMINISTRATIVE EXPENDITURES	\$ 206,500	\$ 206,500	\$ 273,617	\$ 235,800	\$ 345,457	\$ 500,500
	<u>\$ 206,500</u>	<u>\$ 206,500</u>	<u>\$ 273,617</u>	<u>\$ 235,800</u>	<u>\$ 345,457</u>	<u>\$ 500,500</u>
INDUSTRY HILLS EXPO CENTER						
GENERAL EXPENDITURES	\$ 795,700	\$ 795,700	\$ 1,517,758	\$ 731,400	\$ 562,601	\$ 611,500
SPEEDWAY (EQ)	152,000	152,000	385,174	229,700	119,693	276,200
FACILITY EXPENDITURES	352,300	352,300	310,743	283,400	217,649	305,800
GRAND ARENA EXPENDITURES	729,300	729,300	489,392	466,400	272,436	439,800
ADMINISTRATIVE EXPENDITURES	414,800	414,800	454,646	424,100	315,097	434,700
	<u>\$ 2,444,100</u>	<u>\$ 2,444,100</u>	<u>\$ 3,157,713</u>	<u>\$ 2,135,000</u>	<u>\$ 1,487,476</u>	<u>\$ 2,068,000</u>
TOTAL EXPENSES	<u>\$ 2,650,600</u>	<u>\$ 2,650,600</u>	<u>\$ 3,431,330</u>	<u>\$ 2,370,800</u>	<u>\$ 1,832,933</u>	<u>\$ 2,568,500</u>

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 SCHEDULE OF TRANSFERS
 FISCAL YEAR 2015-2016

		TRANSFERS IN	TRANSFERS OUT
1)	CRIA - CAPITAL PROJECTS CITY GENERAL FUND	\$ 1,082,500 -	\$ - (1,082,500)
2)	CRIA - EXPO CENTER CRIA- CAPITAL PROJECTS	582,000 -	- (582,000)
		\$ 1,664,500	\$ (1,664,500)

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 PROPOSED EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
CRIA ADMINISTRATION CITY						
5011 BOARD SALARIES	\$ 32,800	\$ 32,800	\$ 34,751	\$ 37,000	\$ 24,530	\$ 37,800
5015 PAYROLL TAXES	3,000	3,000	2,659	3,000	1,877	2,900
5120.01 PROFESSIONAL SERVICES	-	-	10,631	15,000	5,662	8,800
5120.02 LEGAL SERVICES	39,000	39,000	45,169	30,000	46,111	70,900
5120.03 AUDIT SERVICES	15,000	15,000	12,100	15,000	12,100	10,300
5120.04 ACCOUNTING SERVICES	40,000	40,000	25,115	20,000	20,730	31,000
5130 PLANNING, SURVEY AND DESIGN	-	-	15,680	-	40,546	62,400
5900 GENERAL ENGINEERING	1,000	1,000	30,980	29,000	29,296	45,200
8510 PROPERTY MAINTENANCE	39,000	39,000	55,510	45,000	115,900	178,200
5570 PRINTING AND PHOTOGRAPHS	500	500	207	300	-	-
5025 MISCELLANEOUS	200	200	374	500	356	600
5012 GENERAL INSURANCE AND BONDING	36,000	36,000	40,441	41,000	44,473	45,600
5640 ADVERTISING AND PRINTING	-	-	-	-	3,776	5,900
TOTAL	\$ 206,500	\$ 206,500	\$ 273,617	\$ 235,800	\$ 345,457	\$ 500,500

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 EXPO CENTER EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
CRIA GENERAL ACCOUNT						
5120 OUTSIDE SERVICES	\$ 113,700	\$ 113,700	\$ 104,970	\$ 102,000	\$ 80,410	\$ 109,200
5550 REPAIR AND MAINTENANCE	3,800	3,800	2,411	900	330	2,000
5620 VEHICLE EXPENSES	32,000	32,000	34,284	33,900	28,554	35,700
5630 INSURANCE & BOND	14,300	14,300	26,560	13,100	12,089	12,100
5720 TELEPHONE	2,600	2,600	149	200	-	-
5750 SUPPLIES	12,300	12,300	11,309	10,000	12,782	17,800
6220 CONTRACT LABOR	155,200	155,200	116,621	104,100	75,465	102,800
8040 UTILITIES	138,300	138,300	146,809	150,800	111,079	161,700
8510 PROPERTY MAINTENANCE	320,600	320,600	321,860	315,300	241,023	167,900
9010 FURNITURE, EQUIPMENT & FIXTURES	2,900	2,900	1,327	1,100	889	2,300
6325 DEPRECIATION	-	-	751,458	-	-	-
TOTAL	\$ 795,700	\$ 795,700	\$ 1,517,758	\$ 731,400	\$ 562,601	\$ 611,500

Capital Improvement Projects Budgeted In the City of Industry's 2015-2016 Budget

There are three (3) capital improvement projects budgeted in the City of Industry's 2015-2016 budget for Industry Hills and the Expo Center which are as follows

1) Complex sewer line replacements and upgrades	\$ 175,000
2) Grand Arena Poling	425,000
3) Roadway and parking lot resurfacing	960,000
Total	\$ 1,560,000

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 EXPO CENTER EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
CRIA SPEEDWAY						
5560 EQUIPMENT RENTAL	\$ 500	\$ 500	\$ 4,250	\$ -	\$ -	\$ -
5630 INSURANCE & BOND	8,500	8,500	5,544	17,500	4,027	19,900
5750 SUPPLIES	10,000	10,000	25,797	31,100	11,138	21,000
5753 CONCESSION SUPPLIES	17,600	17,600	27,840	-	13,665	28,100
5754 BAR SUPPLIES	1,600	1,600	-	-	-	-
5756 AUDIO/VIDEO	2,300	2,300	49	500	-	5,200
5757 PROMOTIONAL EXPENSES	20,500	20,500	69,199	25,200	18,663	41,500
5761 COST OF ALCOHOL	18,900	18,900	17,928	20,100	9,580	17,100
5781 MERCHANDISE	3,600	3,600	21,749	8,700	1,355	8,900
5790 MISCELLANEOUS	-	-	3,447	2,200	-	1,700
5800 CONTRACT LABOR	-	-	6,388	6,400	-	-
6140 SPECIAL SECURITY EXP	10,500	10,500	18,910	16,300	11,831	18,500
6145 RIDER PRIZE MONEY PAYOUT	27,500	27,500	86,324	39,600	24,455	43,400
6220 CONTRACT LABOR - CONCESSIONS	-	-	75,837	37,900	17,825	58,200
6225 OUTSIDE SERVICE	30,500	30,500	19,986	24,200	6,080	10,500
9010 FURNITURE, EQUIPMENT & FIXTURES	-	-	1,926	-	1,074	2,200
TOTAL	\$ 152,000	\$ 152,000	\$ 385,174	\$ 229,700	\$ 119,693	\$ 276,200

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 EXPO CENTER EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
CRIA BANQUET						
6220 CONTRACT LABOR	\$ 155,900	\$ 155,900	\$ 150,385	\$ 121,600	\$ 107,705	\$ 12,900
5550 REPAIR AND MAINTENANCE	1,000	1,000	-	-	-	-
5560 EQUIPMENT RENTAL	200	200	24	100	-	100
6120 SECURITY	47,300	47,300	-	45,900	-	39,900
5630 INSURANCE & BOND	-	-	-	8,500	8,700	8,700
8510 PROPERTY MAINTENANCE	6,800	6,800	9,364	8,500	7,006	6,700
5757 PROMOTIONAL EXPENSES	36,900	36,900	8,630	12,300	6,821	8,900
5790 MISCELLANEOUS	8,100	8,100	9,256	800	1,275	1,700
6140 SPECIAL SECURITY EXP	-	-	46,922	-	26,229	146,500
5750 SUPPLIES	12,700	12,700	12,640	13,700	8,617	11,500
5753 CONCESSION SUPPLIES	-	-	503	500	605	800
5754 BAR SUPPLIES	1,500	1,500	2,000	1,600	482	1,100
5761 COST OF ALCOHOL	72,100	72,100	70,369	68,700	39,814	67,000
9010 FURNITURE, EQUIPMENT & FIXTURES	9,800	9,800	650	1,200	10,395	-
TOTAL	<u>\$ 352,300</u>	<u>\$ 352,300</u>	<u>\$ 310,743</u>	<u>\$ 283,400</u>	<u>\$ 217,649</u>	<u>\$ 305,800</u>

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 EXPO CENTER EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 9/31/2015	PROPOSED BUDGET 2015-16
CRIA GRAND ARENA						
5560 EQUIPMENT RENTAL	\$ 2,000	\$ 2,000	\$ 819	\$ 900	\$ 631	\$ 900
5750 SUPPLIES	17,500	17,500	16,363	14,800	9,400	15,100
5753 CONCESSION SUPPLIES	81,200	81,200	47,581	54,700	28,648	53,900
5754 BAR SUPPLIES	1,500	1,500	763	800	-	100
5756 AUDIO/VIDEO	34,800	34,800	15,990	10,600	10,512	18,700
5757 PROMOTIONAL EXPENSES	38,400	38,400	30,254	13,800	7,909	10,000
5761 COST OF ALCOHOL	64,200	64,200	34,173	95,000	16,336	44,600
5762 COST OF SHAVINGS	17,100	17,100	13,429	15,100	10,471	12,000
5763 COST OF FEED	700	700	586	500	194	600
5780 BAD DEBT EXPENSE	21,600	21,600	-	17,300	-	-
5790 MISCELLANEOUS	16,500	16,500	12,949	13,300	13,660	14,100
5800 CONTRACT LABOR - CONCESSIONS	82,500	82,500	55,702	59,000	43,058	57,400
6140 SPECIAL SECURITY EXP	74,500	74,500	30,092	24,200	13,775	34,200
6220 CONTRACT LABOR	187,800	187,800	165,227	127,800	97,924	139,500
6225 OUTSIDE SERVICE	30,600	30,600	16,384	14,900	7,280	15,400
8169 RV/VENDOR SPACES	-	-	-	-	-	12,600
9510 PROPERTY MAINTENANCE	40,400	40,400	67,098	61,200	2,034	10,700
9010 FURNITURE, EQUIPMENT & FIXTURES	18,000	18,000	1,982	2,500	10,604	-
TOTAL	<u>\$ 729,300</u>	<u>\$ 729,300</u>	<u>\$ 489,392</u>	<u>\$ 466,400</u>	<u>\$ 272,436</u>	<u>\$ 439,800</u>

CIVIC- RECREATIONAL-INDUSTRIAL AUTHORITY
 PROPOSED ANNUAL BUDGET
 EXPO CENTER EXPENDITURES
 FISCAL YEAR 2015-2016

	ADOPTED BUDGET 2013-14	AMENDED BUDGET 2013-14	ACTUAL 2013-14	ADOPTED BUDGET 2014-15	ACTUAL 3/31/2015	PROPOSED BUDGET 2015-16
CRIA ADMIN ACCOUNT						
5120 OUTSIDE SERVICES	\$ -	\$ -	\$ 15,960	\$ 16,000	\$ 16,629	\$ 100
5120.01 PROFESSIONAL SERVICES	3,800	3,800	-	-	-	16,700
5530 COMPUTER SOFTWARE & SUPPLIES	6,300	6,300	6,713	14,300	3,303	5,900
5550 REPAIR AND MAINTENANCE	1,200	1,200	3,543	3,000	7,849	8,700
5560 EQUIPMENT RENTAL	800	800	648	800	2,825	2,500
5610 TRAVEL AND MEETINGS	4,500	4,500	5,251	5,300	4,354	5,400
5640 ADVERTISING AND PRINTING	3,500	3,500	238	300	-	300
5690 DUES, SUBSCRIPTIONS, BOOKS, ETC	1,100	1,100	745	400	475	900
5720 TELEPHONE	19,800	19,800	19,673	21,800	12,757	17,100
5731 POSTAGE	2,700	2,700	6,873	4,900	5,206	7,500
5750 SUPPLIES	32,400	32,400	33,299	26,500	17,177	26,400
5770 BANK FEES	12,000	12,000	13,647	13,800	5,822	7,500
5790 MISCELLANEOUS	600	600	1,649	1,500	534	1,300
5805 LEGAL & ACCOUNTING	25,900	25,900	12,785	10,100	-	9,000
6220 CONTRACT LABOR	297,800	297,800	324,986	303,300	237,626	323,800
9010 FURNITURE, EQUIPMENT & FIXTURES	2,400	2,400	8,636	2,100	540	1,500
TOTAL	<u>\$ 414,800</u>	<u>\$ 414,800</u>	<u>\$ 454,646</u>	<u>\$ 424,100</u>	<u>\$ 315,097</u>	<u>\$ 434,700</u>

CITY COUNCIL

ITEM NO. 6.5



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: The Honorable Mayor and Members of the City Council
FROM: Paul Philips, Acting City Manager *Paul J. Philips*
DATE: July 1, 2015
SUBJECT: 2015/2016 Renewal of Insurance Policies

Attached for your review and consideration is a summary of the City's and Successor Agency's insurance for fiscal year 2015/2016. As shown on the attached, the total premiums for the City is \$342,654.00, and for the Successor Agency is \$101,776.00, for a combined total of \$444,430.00. This does not include a premium of \$749.00 for renewing a separate crime policy that provides a \$250,000.00 bond on City officials and employees covering potential criminal acts.

The insurance program includes: Coverage of property damage for City-owned buildings, facilities and equipment; property losses from earthquake or flood; coverage for the Heliports; coverage for both physical damage and liability for automobiles, other vehicles and drivers; both physical damage and liability losses due to terrorism; and general liability covering all City properties. The coverages includes a \$10,000.00 deductible for property damage; 10% of the total replacement cost for earthquake; \$250,000.00 deductible for general liability (\$500,000.00 deductible for employee practices liability); \$500.00 deductible for automobiles; and no deductible for automobile liability.

As noted in the attached summary, the premiums for 2015/2016 are less than last year, a savings of \$31,982.00 for the City, and a savings of \$16,972.00 for the Agency, with a total savings of \$48,954.00. This was due to a significant drop in the City's earthquake and flood premium (almost \$50,000.00) while the values covered increased. This was due to the broker finding one insurer that would take the entire value rather than multiple insurers. Other categories have small increases or decreases in premiums but are generally the same.

Renewing our commercial insurance policies for one year (July 1, 2015 to July 1, 2016) provide the City and Successor Agency the opportunity to fully explore other insurance

coverage options that may be available. The California Joint Powers Insurance Authority ("CJPIA") exists as one option worth investigating. Please see the attached six pages or view the CJPIA website at www.cjpia.org. The CJPIA is a not for profit agency and has been in existence since the 1970's and represents 117 cities and public agencies. For an exact fee of \$1,000.00, the CJPIA staff will complete a detailed review of relevant City documents, policies, and procedures, and provide the City with a complete report and recommendation.

Recommendation:

Staff RECOMMENDS that the Council authorize the City Manager to proceed with the insurance program for 2015/2016, and authorize the expenditure of approximately \$1,000.00 for CJPIA to review the City's insurance policies and to provide the City with a complete report and recommendation.

Commercial Insurance Proposal



Brown & Brown Insurance Services of CA, Inc. • 2401 E. Katella Ave., Suite 550, Anaheim, CA 92806 • (800) 228-7975

REVISED Combined Premium Summary Part 1

Name:	City of Industry	2015 Exposure Basis	2015 Premium	2014 Exposure Basis	2014 Premium
Property:	S/F Values	\$63,202,582	\$78,898	\$56,512,514	\$68,264
	Misc. Vacant Bldgs. Values	Included	Included	Included	Included
	EQ Values	\$16,477,624	\$73,582	\$16,477,624	\$121,260
	EQ Loss Limit	\$16,477,624		\$13,000,000	
	Boiler:	Values	Same	\$13,460	Same
Heliport:	Facilities	1	\$5,670	1	\$5,720
Automobile Physical Damage:	Vehicles (per vehicle)	29	\$6,711 (\$231)	26	\$7,243 (\$278)
Automobile Liability:	Vehicles (per vehicle) (CA Surcharge)	31	\$37,470 (\$1,208) \$54.25	28	\$35,030 (\$1,251) \$49.00
Terrorism (Property, Boiler, Auto Physical Damage & Liability):			\$2,462		\$2,210

Part 2

Municipal Liability (including Terrorism)	\$124,347	\$122,796
Total:	\$342,654	\$374,636

(-\$31,982 Savings Differential)



This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions.
Coverage cannot be considered bound until a binder has been received.
Mb201507 – City of Industry Proposal. June 30, 2015

Commercial Insurance Proposal



Brown & Brown Insurance Services of CA, Inc. • 2401 E. Katella Ave., Suite 550, Anaheim, CA 92806 • (800) 228-7975

REVISED Combined Premium Summary Part 1

Name: Successor Agency

		2015 Exposure Basis	2015 Premium	2014 Exposure Basis	2014 Premium
Property:	S/F Values	\$23,596,302	\$30,684	\$35,041,547	\$46,611
	Misc. Vacant Bldgs.	Included	Included	Included	Included
	EQ Loss Limit				
	Boiler:	Values	Same	\$8,089	Same
Heliport:	Facilities	1	\$5,670	1	\$5,720
Automobile Physical Damage:	Vehicles (per vehicle)	2	\$466 (\$233)	2	\$373 (\$187)
Automobile Liability:	Vehicles (per vehicle) (CA Surcharge)	2	\$2,891 (\$1,446) \$3.50	2	\$2,354 (\$1,177) \$3.50
Terrorism (Property, Boiler, Auto Physical Damage & Liability):			\$681		\$988

Part 2

Municipal Liability (including Terrorism)	\$53,291	\$50,279
Total:	\$101,776	\$118,748

(-\$16,972 Savings Differential)



This proposal is for illustration purposes only. Please refer to the policy for actual terms/conditions. Coverage cannot be considered bound until a binder has been received.
Mb201507 – Successor Agency Proposal June 30, 2015

[California JPIA](#) / [Strength](#) / [Members](#)



Members

The strength of the California JPIA consists of its diverse members and their role in shaping an organization that provides important coverage for their operations. These members have put in place programs that have proven their endurance over time, and have taken decisive action to help ensure continuance of the ideals present when the California JPIA was first formed.

Such capacity and protective power have served members well, both in the ability to support complex local government operations, but also to ensure that the human, physical, and financial resources of members are guarded against the threat of sudden and unexpected events that would otherwise diminish service to the very citizens whom these public agencies serve.

Region 1: Western LA County, Eastern Sierras

Contact your Regional Risk Manager, Melaina Francis

City of Artesia
 City of Bell Gardens
 City of Bellflower
 City of Bishop
 City of Cerritos
 City of Commerce
 City of Cudahy
 Eastern Sierra Transportation Authority
 Gateway Cities Council of Governments

Region 2: Northern Ventura County, Central Coast to Marin County

Contact your Regional Risk Manager, Roy Angel

City of Arroyo Grande
 City of Atascadero
 City of Belvedere
 Black Gold Cooperative Library System
 City of Buellton
 City of Carpinteria
 City of Fillmore
 City of Goleta
 City of Grover Beach

City of Hawaiian Gardens
 City of La Puente
 City of Lakewood
 City of Lawndale
 City of Lomita
 Town of Mammoth Lakes
 City of Palos Verdes Estates
 Palos Verdes Peninsula Transit Authority
 City of Paramount
 City of Pico Rivera
 City of Rancho Palos Verdes
 City of Rolling Hills
 City of Rolling Hills Estates
 City of Santa Fe Springs
 Southeast Area Animal Control Authority
 Southern California Association of Governments

City of Guadalupe
 Midpeninsula Regional Open Space District
 Monterey Peninsula Regional Park District
 City of Morro Bay
 City of Ojai
 City of Paso Robles
 City of Pismo Beach
 City of San Luis Obispo
 City of Santa Paula
 City of Seaside
 Seaside County Sanitation
 City of Solvang

Region 3: Southern LA County, Orange County

Contact your Regional Risk Manager, Jim Gross

City of Aliso Viejo
 Area E Disaster Management
 Coastal Animal Services Authority
 City of Dana Point
 City of Diamond Bar
 City of Fountain Valley
 LA IMPACT
 City of La Habra Heights
 City of La Mirada
 City of La Palma

Region 4: Eastern LA County, San Diego County, Inland Counties

Contact your Regional Risk Manager, Alex Mellor

Town of Apple Valley
 Big Bear City Community Services District
 City of Big Bear Lake
 City of Brawley
 City of Calexico
 City of Chino Hills
 City of Claremont
 Coachella Valley Association of Governments
 Coachella Valley Conservation Commission

City of La Verne
City of Laguna Niguel
City of Laguna Woods
City of Lake Forest
City of Los Alamitos
City of Mission Viejo
City of Norwalk
Pomona Valley Transportation Authority
City of San Clemente
City of San Juan Capistrano
City of Seal Beach
City of Signal Hill
West Cities Communication Center
City of Villa Park

Desert Recreation District
City of El Centro
City of Grand Terrace
City of Imperial
City of Indian Wells
City of Indio
City of La Quinta
City of Lake Elsinore
City of Loma Linda
Mountain Area Regional Transportation Authority
City of Needles
City of Palm Desert
City of Poway
City of San Dimas
City of San Marcos

Region 5: Northern LA County, Southern Ventura County

Contact your Regional Risk Manager, Maria Galvan

City of Agoura Hills
Agoura Hills and Calabasas Community Center
Area B Disaster Management
City of Bradbury
City of Calabasas
California JPIA
City of Camarillo
City of Duarte
City of Hidden Hills
City of Irwindale
City of La Canada Flintridge

LA-RICS

City of Malibu

City of Moorpark

City of Port Hueneme

City of Rosemead

City of San Gabriel

City of San Marino

City of Sierra Madre

City of South El Monte

City of Temple City

Ventura Port District

City of Walnut

City of Westlake Village

[California JPIA](#) / [About](#) / [History](#)



History

In the late 1970s, many municipalities helplessly watched as the cost of insuring cities and other entities rose higher and higher. Recognizing the need to diffuse the strain, the California Contract Cities Association (CCCA) began searching for new measures to take. The CCCA looked toward other fields, including the medical profession that also had dealt with ballooning costs. Doctors, faced with impending bankruptcy as a result of the high cost of malpractice coverage, had responded years earlier by forming their own insurance companies.

With city managers and administrators advocating for a full, professional study to determine the viability of a self-insured pooling program, the CCCA oversaw a two-year analysis involving city managers, finance officers, city attorneys, and consultants.

The plan quickly took shape. In March 1977, a committee of city attorneys presented a first draft of a joint powers agreement that would allow for the pooling of risk. Eventually, it was submitted for ratification, and on June 29, 1977, the Southern California Joint Powers Insurance Authority (SCJPIA) officially came into being, with a total of 33 cities signing the agreement. Liability coverage, then, began in 1978 with workers' compensation being added in 1980.

The original name of the Authority was Southern California Joint Powers Insurance Authority, but was changed to its current name in the late 1990s to reflect the growing membership throughout the state.

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CITY COUNCIL

ITEM NO. 6.6



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: The Honorable Mayor and Members of the City Council

FROM: Paul J. Philips, Acting City Manager

A handwritten signature in blue ink that reads "Paul J. Philips".

DATE: July 1, 2015

SUBJECT: Required Annual Auditing Services

Please find attached the May 29, 2015 staff reports and attendant materials outlining recommendations to consider continuing the auditing services of Eadie and Payne, LLP. Two proposals were approved at the June 11, 2015 City Council Meeting. One proposal was for Eadie and Payne to provide auditing services for the City for fiscal year 2014-2015. The other proposal was for Eadie and Payne to perform agreed-upon procedures in connection with the Appropriation Limit Worksheet for the fiscal year ending June 30, 2016.

It is **RECOMMENDED** that the City Council, if practical, reconsider the approval of the proposals submitted by Eadie and Payne, and authorize the Acting City Manager and City Attorney to review the proposals as submitted and return to the City Council with alternate recommendations.

PJP:dms.

MEMORANDUM

To: Honorable Mayor and Members of the City Council
Through: Audit Committee
From: Dean Yamagata – Contracted Finance Manager
Date: May 29, 2015
Subject: Auditing Firm Selection and Recommendation

In accordance with the financial policies the City of Industry, the finance department has solicited bid proposals from four (4) accounting firms to perform the year end audit of the financial statements of the City of Industry and its component units as of June 30, 2015.

Three (3) accounting firms submitted bids and one (1) accounting firm chose not to submit a bid. The following table summarizes each fee proposal and a comparison to the prior year's billings.

		Eadie & Payne, LLP									
		Actual Hours and Actual Fee									
		Eadie & Payne, LLP		Lance, Soll & Lunghard, LLP		The Pun Group		6/30/2014		6/30/2013	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
City		640	\$ 62,000	585	\$ 65,450	610	\$ 66,000	842.66	\$ 96,984	900.58	\$ 100,000
A-133 Report		56	4,700	70	8,450		3,000				
		696	\$ 66,700	655	\$ 73,900	610	\$ 69,000	843	\$ 96,984	901	\$ 100,000

There is a reduction in hours from the previous 2 years. During the previous two years there were new accounting pronouncements that were implemented and there was more complex transactions happening during those years.

Eadie & Payne, LLP have been the auditors of the City of Industry for the prior seven years and are knowledgeable of the City activities and processes. Even though Eadie & Payne, LLP has bid the highest amount encompassing all component units we believe that it will be more efficient and will take less time of City personnel to retain the firm that has prior knowledge of the City. The Audit Committee has met on May 29, 2015 and has reviewed the engagement letter and has approved the selection of Eadie & Payne, LLP to provide auditing services to the City of Industry.

We recommend retaining Eadie & Payne, LLP as the auditors to audit year-end financial statements of the City of Industry for the year ended June 30, 2015.

Recommended Action

Approve the retention of Eadie & Payne, LLP as the auditors for the City of Industry.



expect quality.

April 13, 2015

**CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS**

Honorable Members of the City Council
City of Industry
15625 East Stafford Street
City of Industry, CA 91744

Dear Members:

We are pleased to confirm our understanding of the services we are to provide to the City of Industry for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Industry as of and for the year ended on June 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Industry's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Industry's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis;
2. Budgetary comparison schedules for the general fund;
3. Schedules of Funding Program for the City's pension and OPEB plans.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Industry's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Individual and combining fund financial statements; and
2. Schedule of expenditures of federal awards, if applicable.

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F. (909) 466-5250

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Schedule of long-term debt

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of City of Industry, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

The objective also includes reporting on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards* and internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Industry's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representation contained therein. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Administration, Fees, and Other

Eadie and Payne, LLP meets the independence requirements contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Rules 101 and 102 of the American Institute of CPAs Code of Professional Conduct with respect to the audit of the City of Industry for the year ended June 30, 2015.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Work provided by third-party service providers that we use in serving your account will be covered by the firm's professional liability insurance.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Industry; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, we understand that copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period required by law or regulation. If we are aware that an awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Based on our discussions, we expect to begin interim fieldwork and building up permanent file at a mutually convenient date in July or August 2015; we expect to carry out the final fieldwork at mutually convenient dates in October 2015, and issue our reports no later than end of November 2015. Eden Casareno is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be at standard hourly rates plus out-of-pocket costs (such as postage, travel, telephone, etc.) and will not exceed \$66,700 (\$62,000 for the financial audit and \$4,700 for the Single Audit). Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. A late charge of one percent per month will be assessed on all balances remaining unpaid after thirty days. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If other services are determined to be necessary by City personnel, we will perform these services to the extent and cost agreed to mutually. Payments for services are due when rendered, and interim billings may be submitted as work progresses and expenses are incurred.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 45 days of the invoice date, at our election, we will stop all work until your account is brought current, or we will withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter or comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review accompanies this letter.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Honorable Members of the City Council
City of Industry

April 13, 2015
Page Eight

We appreciate the opportunity to be of service to the City of Industry and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one copy and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP



Eden C. Casareno

Accepted by the City of Industry

Signature: _____

Title: _____

Date: _____



A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
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System Review Report

To the Partners of Eadie & Payne, LLP
& the California Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the firm) in effect for the year ended April 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP, in effect for the year ended April 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Eadie & Payne, LLP has received a rating of *pass*.

Donaldsonville, Louisiana
August 7, 2013

MEMORANDUM

To: Honorable Mayor and Members of the City Council

Through: Audit Committee

From: Dean Yamagata – Contracted Finance Manager

Date: May 29, 2015

Subject: Auditing Firm Selection and Recommendation

In accordance with the financial policies the City of Industry, the finance department has solicited bid proposals from four (4) accounting firms to perform the year end audit of the financial statements of the City of Industry and its component units as of June 30, 2015.

Three (3) accounting firms submitted bids and one (1) accounting firm chose not to submit a bid. The following table summarizes each fee proposal and a comparison to the prior year's billings.

								Eadie & Payne, LLP			
								Actual Hours and Actual Fee			
Eadie & Payne, LLP		Lance, Soll & Lunghard, LLP		The Pun Group		6/30/2014		6/30/2013			
Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee		
10	\$ 950	10	\$ 1,025	5	\$ 1,000	8.50	\$ 1,590				

Eadie & Payne, LLP have been the auditors of the City of Industry for the prior seven years and are knowledgeable of the City activities and processes. We believe that it will be more efficient and will take less time of City personnel to retain the firm that has prior knowledge of the City. The Audit Committee has met on May 29, 2015 and has reviewed the engagement letter and has approved the selection of Eadie & Payne, LLP to provide auditing services to the City of Industry.

We recommend retaining Eadie & Payne, LLP as the auditors to perform the agreed upon procedures in connection with the Appropriation Limit Worksheet of the City of Industry for the year ended June 30, 2016.

Recommended Action

Approve the retention of Eadie & Payne, LLP as the auditors for the City of Industry.



**CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS**

April 13, 2015

The Honorable Members of the City Council
City of Industry, CA
15625 E. Stafford Street
City of Industry, CA 91744

Dear Members,

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the City of Industry.

We will perform agreed-upon procedures in connection with the Appropriation Limit Worksheet of the City of Industry for the year ended June 30, 2016. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City Council and City, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the selection of procedures related to the Appropriation Limit Worksheet of the City of Industry for the year ended June 30, 2016.

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We generally base our fees on the amount of time required at standard billing rates plus out-of-pocket expenses, such as travel, postage, and computer charges and will not exceed \$950. However, our fees may also include other appropriate factors, including the difficulty of the assignment, the degree of risk and responsibility the work entails, time limitations imposed on us by others, the experience and professional expertise of the personnel assigned, and the priority and importance of the work to the client. Payments for services are due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. A late charge of one percent per month will be assessed on all balances remaining unpaid after thirty days.

Payments for services are due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. A late charge of one percent per month will be assessed on all balances remaining unpaid after thirty days.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 45 days of the invoice date, at our election, we will stop all work until your account is brought current, or we will withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

It is our policy to keep records related to this engagement for seven years. However, Eadie and Payne, LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

The Honorable City Council
City of Industry, CA

April 13, 2015
Page Three

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us in the enclosed envelope. The second copy is for your files.

Very truly yours,

EADIE AND PAYNE, LLP


Eden C. Casareno

Attachment
APPROVED: CITY OF INDUSTRY, CA

BY: _____

TITLE: _____

DATE: _____

X:\City of Industry\Permanent File\Engagement letters\Agreed Upon Procedures 8-30-16.docx

CITY OF INDUSTRY, CA
AGREED-UPON PROCEDURES
ATTACHMENT TO ENGAGEMENT LETTER

1. We will obtain the completed worksheets (or other alternative computations), and compare the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We will also compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.
2. For the Appropriations Limit worksheet we will add line A, last year's limit, to line E, total adjustments, and agree the resulting amount to line F, this year's limit.
3. We will compare the current year information presented in the Appropriation Limit worksheet to the other worksheets described in No. 1 above.
4. We will compare the prior year appropriations limit presented in the Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

CITY COUNCIL

ITEM NO. 6.7



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: The Honorable Mayor and Members of the City Council
FROM: Paul J. Philips, Acting City Manager *Paul J. Philips*
DATE: July 1, 2015
SUBJECT: City of Industry Legislative Advocacy Program

The City of Industry and related agencies appropriate about \$35,000.00 to \$40,000.00 per month for legislative advocacy activities in the region, state and federal government. These consultants are Prince Global Solutions, LLC/Virginia, Gonsalves and Son/Sacramento, and Avant Garde/Pomona. At this time, it would be productive to evaluate all of these service providers and consultants to determine their relevance to the goals and objectives of the City, as well as the linkage to the overall budgeting process.

It is RECOMMENDED that the City Council authorize the Acting City Manager to evaluate the costs of these contracts and, if necessary, to restructure the City's legislative advocacy program to conform to the needs of the City by retaining quality consultant(s) while staying within the constraints of the current budget.

PJP:dms.

CITY COUNCIL

ITEM NO. 6.8



MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Paul Philips, Acting City Manager
DATE: July 1, 2015
SUBJECT: Project Design Concept for Colima Road Widening Project (MP 00-29)

For a number of years Los Angeles (L.A.) County has been working on solving congestion issues along Colima Road from the City of Whittier through Fullerton Road. Since a portion of that project cuts through the City of Industry, the City has been involved as the concept was developed. The project has finally moved along to the point where L.A. County has been able to provide a Project Design Concept and a cost estimate. Throughout the portion that is within the City's jurisdiction the median will be slightly narrowed and the northerly curb will be moved 2 feet to allow for three through lanes and a bike lane. L.A. County has secured funding for the project that requires a bike lane to be constructed.

The City's contribution to the construction project is estimated to be \$1,938,400.00 and the ongoing maintenance cost to be \$19,000.00 per year. The City agreed to coordinate and pay for the relocation of the street lights and any other utilities that are in the way of the 2 foot widening that will occur. The City has budgeted \$2,340,000.00 for the construction work. So the \$400,000.00 +/- extra in the budget will be used for this purpose.

The next step will be for L.A. County to proceed to prepare the construction plans and a more precise construction cost estimate. During that time a cooperative agreement will be presented to the City that will incorporate the final cost estimate and address each agency's responsibilities. At this time they are asking the City to approve the Project Design Concept before they move to that next step. It is recommended that the City Council approve the Project Design Concept and return to CNC Engineering for further processing.

PP/JN:af

Approved _____
Shari Afshari

Approved _____
Patrick V. DeChellis

PROJECT DESIGN CONCEPT

COLIMA ROAD – CITY OF WHITTIER BOUNDARY TO FULLERTON ROAD

PROJECT ID RDC0014911

Submitted by:

Rossana D'Antonio
Design Division

Dean Lehman
T&L Division

Prepared by:

County of Los Angeles
Department of Public Works
Design Division
Highway Section I

June 18, 2015



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ATTACHMENTS

Attachment I – City of Industry

Attachment II – Project Location and Limit

Attachment III – Roadway Segment I – Limit and Description

Attachment IV – Roadway Segment II – Limit and Description

Attachment V – Bicycle Master Plan

Attachment VI – Traffic Collision Analysis and T&L Recommendations

Attachment VII – Low Impact Development Feature

Attachment VIII – Suggested Pedestrian Route to School



RECOMMENDATIONS

1. Approve the Project Design Concept (PDC) to provide roadway, traffic signal, striping and landscaping improvements from City of Whittier boundary to Fullerton Road.
2. Request Programs Development Division (PDD) to arrange financing in the amount of \$14,378,400 for the design and construction of this project.
3. Request PDD to coordinate with the City of Industry (City) and arrange for the City to fund their share of the project cost after applying a proportional share of the Congestion Management and Air Quality (CMAQ) funds and for the County to perform future landscaping maintenance within the City's jurisdiction at City's expense.

DISCUSSION

The proposed 4.8-mile long project is located in the unincorporated County area of Hacienda Heights, Rowland Heights, and City (see attached location map on Attachment II). Colima Road is classified as a Major Highway on the Los Angeles County Highway Plan. The existing roadway width is 84 feet from curb to curb, at least 100 feet of Right-of-Way (R/W) width. It is a four-lane highway with raised median except from Larkvane Road to Fullerton Road which is a six-lane highway with an existing raised and striped median.

In 2003, Van Dell and Associates, Inc., documented existing and future level of service of signalized intersections and recommended improvements throughout heavily traveled area routes within Supervisorial Districts (SD) 1 and 4. Traffic and Lighting Division (T&L) recommends these improvements be programmed for construction.

The recommended improvement is to add a third lane on each direction from Halliburton Road to Fullerton Road. The roadway of Colima Road will be widened by narrowing the existing median to 12 feet wide from Halliburton Road to 530 feet east of Azusa Avenue and 640 feet east of Stoner Creek Road to 577 feet west of Fullerton Road. Within the City/County jurisdiction, Colima Road will be widened by narrowing the existing median to 10 feet and widening the north side of the road by 2 feet from 530 feet east of Azusa Avenue to 640 feet east of Stoner Creek Road.

The description of the existing conditions and the proposed scope of work for Colima Road project are provided in Attachment III and IV.



The County also has a proposed road widening project on Fullerton Road from the Pomona Freeway East bound ramp to Camino Bello which may start construction in 2017 and will not have an impact on this project.

Geotechnical and Materials Engineering Division (GMED) made the following recommendations in the Preliminary Materials Test Report dated February 25, 2013.

From City of Whittier boundary to Hacienda Boulevard (Segment I)

- Cold mill the existing pavement full width 1 1/2" and overlay with 1 1/2" of Asphalt Rubber Hot Mix (ARHM) pavement.

From Hacienda Boulevard to Fullerton Road (Segment II)

- The existing pavement is in good condition therefore no improvement is required to the roadway at this time.

From Halliburton Road to 577 feet west of Fullerton Road (Segment III)

- Construct the widening areas using 2 inches of C2-PG 64 -10 on 4 inches Asphalt Concrete (AC) (B-PG 64-10) on 12 inches of Crushed Miscellaneous Base (CMB).

ROADWAY SEGMENTS

The following table is a summary of the proposed scope of work for the project road segments

<u>Segment</u>	<u>Scope</u>	<u>Jurisdiction</u>
Colima Road City of Whittier Boundary to Hacienda Boulevard (T.G. 678 A6-7, B6)	Cold mill the existing AC pavement full width 1 1/2" and overlay with 1 1/2" of Asphalt Rubber Hot Mix (ARHM) pavement (see Attachment III).	County
Colima Road Halliburton Road to 530 feet east of Azusa Avenue and 640 feet east of Stoner Creek Road to Larkvane Road (T.G. 678-E4 to 679-A5)	Narrow the existing median to 12 feet wide to accommodate 3 lanes (11', 10' 10') and a class II bike lane on each direction (see Attachment IV).	County



<p>Colima Road 530 feet east of Azusa Avenue to 640 feet east of Stoner Creek Road</p>	<p>Narrow the existing median to 10 feet wide and widen the north side 2 feet to accommodate 3 lanes (11', 11', 11') and a class II bike lane on each direction (see Attachment IV). Reconstruct curb, gutter, driveways and sidewalk.</p>	<p>County, City</p>
<p>Colima Road Larkvane Road to Fullerton Road</p>	<p>Narrow the existing median to 12 feet wide to accommodate 3 lanes (12' each) on each direction (see Attachment IV).</p>	<p>County</p>

This project also includes the following proposed work:

- Landscape new and existing raised median.
- Americans with Disabilities Act (ADA) required curb ramp improvements.
- Sidewalk, driveways and curb and gutter repair per RMD's recommendation.
- Root prune or removal of trees damaging sidewalk and/or curb & gutter.
- Tree planting.
- Traffic signal relocations, modification and/or upgrades and loop restoration.
- Street light relocations.
- Signing and striping.
- Installation of Class II bike lane from City of Whittier boundary to Larkvane Road.
- Utility relocations.
- Asphalt pavement digouts.
- Catch basins reconstruction.

ENVIRONMENTAL DOCUMENT (ED) AND PERMIT REQUIREMENTS

Per PDD, this project will require the preparation of a Negative Declaration (ND). This Federal-Aid project requires a Preliminary Engineering Study (PES) form to be submitted to Caltrans for National Environmental Act Policy (NEPA) compliance.

	Yes	No
Widen Intersection	<input checked="" type="checkbox"/>	<input type="checkbox"/>
New R/W Acquisition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
New Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tree Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5 (or more) Tree Removals within 500'	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Approximately 65 trees will be removed and replanted. The project will require repair of broken curb and gutter and sidewalk due to damage from trees.



ACTIVE CLAIMS WITHIN ROAD RIGHT OF WAY

Per SMP's database, there are no active claims within the project limit as of June 2, 2015.

COMMUNITY COORDINATION

Community meetings will be held as part of the ND public comment period and after 90 percent design plans.

BIKEWAY

Per the County of Los Angeles Bicycle Master Plan, there is a proposed Class II bike lane from the City of Whittier boundary to Allenton Avenue, an existing Class III bike route from Allenton Avenue to Stimson Avenue, an existing Class II bike lane from Stimson Avenue to Larkvane Road and a proposed Class II bike lane from Larkvane Road to Fullerton Road (see Attachment V). The project will provide a continuous Class II bike lane from the City of Whittier boundary to Larkvane Road.

ACCIDENT PATTERNS

Traffic and Lighting Division's (T&L) traffic collision analysis report identified several accident collision patterns within the project limits. Traffic Systems Section and Traffic Design Section did an evaluation and made recommendations for traffic signal upgrades and new sign installation to mitigate these pattern locations (see Attachment VI). Traffic Design Section also recommends removing a two-way left turn pocket and installing raised median to prevent west bound left turns to existing driveways west of Fullerton Road.

RIGHT OF WAY (R/W) REQUIREMENTS

The existing R/W width of Colima Road is adequate to accommodate the additional lanes except at the northeast corner of the intersection of Colima Road and Azusa Avenue within the City. The required R/W is approximately 100 square feet in area at the south west corner of the property to accommodate the reconstruction of the westbound right turn lane. In addition, permits to enter and temporary construction easement will be required to reconstruct driveways, curb ramps, and construct necessary improvements to accommodate the road widening. The full extent of the ROW acquisition and the cost associated with the acquisition will be determined after the 60% design phase completed. This federally funded project will require the R/W certification approval from Caltrans.



GREEN INFRASTRUCTURE GUIDELINES

Per Green Infrastructure Guidelines, at least 30 percent of the Standard Urban Storm water Mitigation Plan (SUSMP) design storm runoff volume should be captured for County reconstruction and capital improvement road projects. The project area is 571,000 square feet (sf) and the new landscape area is 246,000 sf. By applying new landscape area as credit to the minimum of 30% volume reduction, no additional green infrastructure improvement is required. However, additional LID features (see Attachment VII) will be included with the landscaping in the raised median within the super-elevated roadway segment between Halliburton Road to Countrywood Avenue.

SUGGESTED PEDESTRIAN ROUTE TO SCHOOL

The project limits are within the Suggested Pedestrian Route to School to (see Attachment VIII);

- Graziade Elementary School
- Jellick Elementary School
- Los Molinos Elementary School
- Rowland Elementary School
- Wedgeworth Elementary School

INSTITUTE FOR SUSTAINABLE INFRASTRUCTURE (ISI)

Based on the ISI rating system, the project scores 154 points out of 524 points.

UTILITY

Utility relocations are needed at the north side of Colima Road from Azusa Avenue to 640 feet east of Stoner Creek Road. There are vaults, utility cabinets, pull boxes, traffic signal lights, street lights and fire hydrants that will be relocated due to road widening.

Reconstruction of 135 feet of curb & gutter and the sidewalk is required along the eastbound Colima Road west of Azusa Avenue to accommodate the additional third lane. This reconstruction will require the relocation of utilities including a street light, fire hydrant, water meter and/or adjustment to utility vaults.

OTHER AGENCY

The City will enter into a cooperative agreement with the County to pay their jurisdictional share of the project cost and the cost for the County to perform future landscaping maintenance within the City's jurisdiction. Los Angeles County



Metropolitan Transportation Authority (MTA) will need to approve the Communication Flyer.

PLAN REQUIREMENTS

Road Plan Layout – A Plan RD will be required. Construction plans (i.e., line drawings) are to be prepared in key map and typical section, and plan and profile format by using an Electronic Topographic Survey.

Right of Way Plan Layout – A Preliminary Study Map and RW ID Map will be required

Geometric Plan Layout – A Plan SP will be required to relocate/install signing and striping for this project.

Street Lighting Plan Layout – A Plan SL will be required to relocate existing street lights.

Traffic Signal Plan Layout – A Plan TS will be required to relocate/upgrade the traffic signals and restore the traffic loops within the project limits.

Traffic Control Plan Layout – A Plan TC will be required to handle traffic during construction.

Landscaping Plan Layout – A Plan LS will be required for the installation of landscaping and irrigation system.

DIVISION INVOLVEMENT

Prior Expenditures through May 31, 2015 \$603,000

Completed Tasks to Date

CON	Preliminary Utility Search	10,000
DES	Draft PDC	187,000
GMED	Preliminary Material Test Report	34,000
LDD	Draft PDC review	500
PDD	Project Management	155,000
RMD	Draft PDC review and field review	6,000
SMP	Preliminary Study Map & Survey	143,000
T&L	Geometrics recommendation & review	67,000
WMD	Draft PDC review	500



Projected Remaining Preliminary Engineering Cost

AED	Prepare landscaping and irrigation plans	200,000
CON	Coordinate utility notifications and relocations, prepare specifications, and contract documents	100,000
DES	Prepare highway plans, Right of Way Identification maps, and perform all inter-divisional coordination.	313,000
GMED	Prepare Materials Report (Updated), prepare Preliminary Environmental Site Screening, and Review plans.	20,000
SMP	Acquire RW, Temporary Construction Easement and Permits to Enter.	(See Preliminary Estimate)
PDD	Manage project, coordinate Community Meetings, Coordinate with L.A. Co. Parks and Recreation (if needed), City of Industry and other Agencies, and Finalize the Environmental Determination	169,000
RMD	Identify locations for tree planting, removal, and root pruning. Review Plans.	12,000
FMD	Review plans	3,000
T&L	Prepare signing, striping, traffic signal, street light and Traffic control plans.	305,000
Total:		\$1,122,000

PRELIMINARY ESTIMATE

	County SD 4	City of Industry	Total
Prior expenditures through May 31, 2015	\$ 585,000	\$ 18,000	\$603,000
Projected Remaining Preliminary Engineering	905,000	217,000	1,122,000
RW Acquisition (Labor Cost)	40,000	45,000	85,000
Construction Contract Cost:			
Roadway	3,267,000	1,122,000	4,389,000
Signing and Striping	500,000	50,000	550,000
Street Lighting	90,000	0	90,000



SCHEDULE

CONTRACT PLANS SCHEDULE

Estimated Finish

PDD	PDC Approved by City of Industry	June 2015
	Office PES	August 2015
	Caltrans Signed PES Form	November 2015
	Environmental Determination	July 2015
	Final Mitigated Negative Declaration (MND)	July 2016
	Board Adoption of Agreement with Industry	December 2016
	Board Approval of MND	September 2016
	Submit ATA to Caltrans	February 2017
	ATA Approval by Caltrans	June 2017
	ACF	June 2017
SMP	Survey	Completed
	R/W Acquisition	January 2017
	R/W Certification	January 2017
GMED	Updated Materials Report	Completed
	Preliminary Environmental Site Screening (PESS)	Completed
	Final Material Test Report	August 2015
DES	R/W ID Map (permanent and Temporary Construction Easement)	July 2015
	60 percent Plans (Highway)	November 2015
	R/W ID Map (permit to enter)	December 2015
	90 percent Plans	March 2016
	100 percent Plans	June 2016
	Plans signed by Industry	July 2016
	Plans signed by DPW	August 2016
PS&E Package to Construction	August 2016	
CON	Preliminary Utility Search	Completed
	1st Utility Notice	January 2016
	Final Utility Notice	May 2016
	Utility Relocation	August 2016
	Advertise	August 2017
	Award	December 2017
	Construction	February 2018



T&L	60 Percent Plans (Traffic, Striping, Street Light)	January 2016
	90 Percent Plans (Traffic)	February 2016
	90 Percent Plans (Street Lighting)	March 2016
	100 Percent Plans (Traffic)	March 2016
	100 Percent Plans (Street Lighting)	June 2016
	Signed Plans (Traffic) by T&L	May 2016
	Signed Plans (Street Lighting) by T&L	July 2016
AED	60 Percent Plans (Landscaping)	August 2015
	90 Percent Plans	January 2016
	100 Percent Plans	May 2016
	Signed Plans by AED	June 2016



PREPARED BY:

 WL

Rob Siagian
Project Engineer
Design Division

6/4/15
Date

7843
Extension

REVIEWED BY:



Nydia Rivas
Fund Manager
Program Development Division

6-18-15
Date

3924
Extension

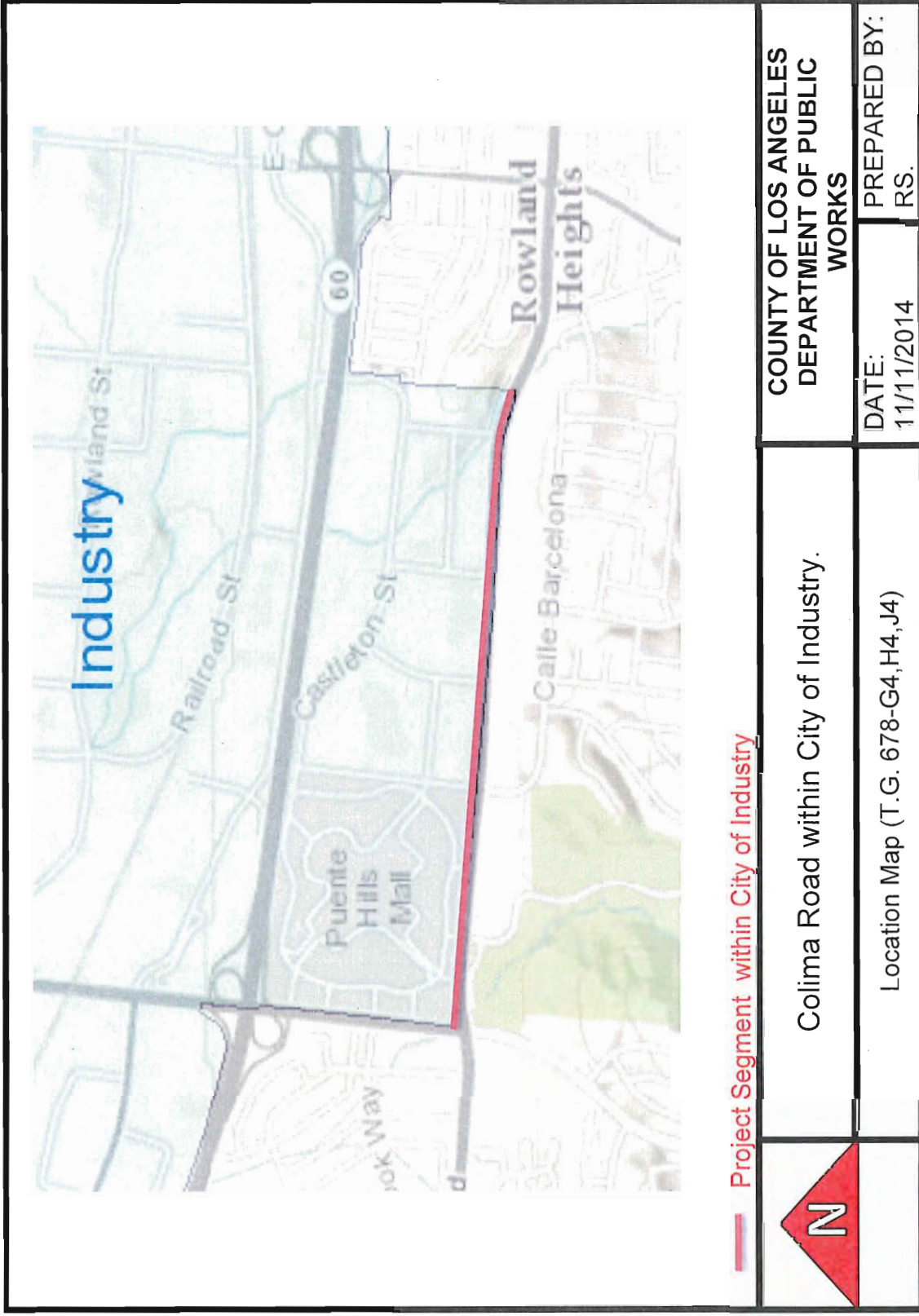



ATTACHMENT I

CITY OF INDUSTRY JURISDICTION



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



	<p>Colima Road within City of Industry.</p>	<p>COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS</p>
	<p>Location Map (T.G. 678-G4,H4,J4)</p>	<p>DATE: 11/11/2014 PREPARED BY: RS.</p>

Attachment I
 Page 1 of 3



CITY OF INDUSTRY

PROJECT LIMIT

Colima Road - 372 feet east of Azusa Avenue to 766 feet west of Larkvane Road.

EXISTING CONDITION

Colima Road is classified as a major highway on the Los Angeles County Highway Plan. The roadway within the shared city limit portion is 84 feet wide on 100 feet of right of way (R/W) with a 14 feet wide median.

Based upon the Road Code Inventory, the structural section for this segment consists of 6 inches of AC on 13 or 16 inches of base.

PROPOSED SCOPE OF WORK

ROADWAY

- Reconstruct raised median to narrow the median to 10 feet wide and widen the north side 2 feet to accommodate three lanes and a Class II bike lane in each direction
- Reconstruct curb, gutter, driveways, sidewalk and bus pads within the widening area
- Reconstruct existing curb ramps to current ADA standards
- Repair damaged sidewalk, and curb and gutter
- Landscaping raised median with irrigation system
- Reconstruct catch basins

TRAFFIC

- Stripe three lanes (11', 11', 11') each direction and restripe the Class II bike lane (5')
- Traffic signal relocations, modification and/or upgrades and loop restoration

RIGHT OF WAY REQUIREMENTS

Right of Way (R/W) acquisition will be required from the property at the northeast corner Colima Road and Azusa Avenue. The required R/W is approximately 100 square feet in area at the southwest corner of the property to accommodate the reconstruction of the southbound right turn lane. In addition, permits to enter and temporary construction



easement will be required to reconstruct driveways, curb ramps, and construct necessary improvements to accommodate the road widening. The 60 percent design phase needs to be completed to determine the full extent of the R/W acquisition and the costs associated with it. The cost of permanent R/W acquisition, temporary easements and permit to enter within the City’s jurisdiction are not included in the estimate.

RELOCATION OF STREET LIGHT

The street lights in the City’s jurisdiction will be relocated by the City prior to construction.

PRELIMINARY ESTIMATE

	<u>City of Industry</u>
Preliminary Engineering	\$ 235,000
Labor cost for R/W Acquisition (Permanent R/W Acquisition, Temporary Construction Easement & Permit to Enter)	45,000
Construction Cost	1,944,000
Construction Contingency (10 percent of Engineer's Estimate)	194,000
Construction Engineering (18 percent of Construction Contract)	350,000
CCLTF (4 percent)	23,400
Subtotal:	2,791,400
Share of CMAQ funds Reimbursable for Construction	(\$853,000)
Total:	\$ 1,938,400

LANDSCAPING MAINTENANCE COST

The City’s share for the maintenance cost of the proposed landscaping within the City of Industry is approximately \$ 19,000 per year.

APPROVED:

City of Industry

Date



ATTACHMENT II

PROJECT LOCATION AND LIMIT



**Project Design Concept
Colima Road – City of Whittier Boundary to Fullerton Road**



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

**COLIMA ROAD BETWEEN THE CITY OF WHITTIER BOUNDARY AND FULLERTON ROAD
PROJECT LOCATION AND LIMIT**

Location Map (T.G 678-A6, A7, B6, C5, C6, D5, E4, E5, F4, G4, H4, J4, J5; 679-A5)

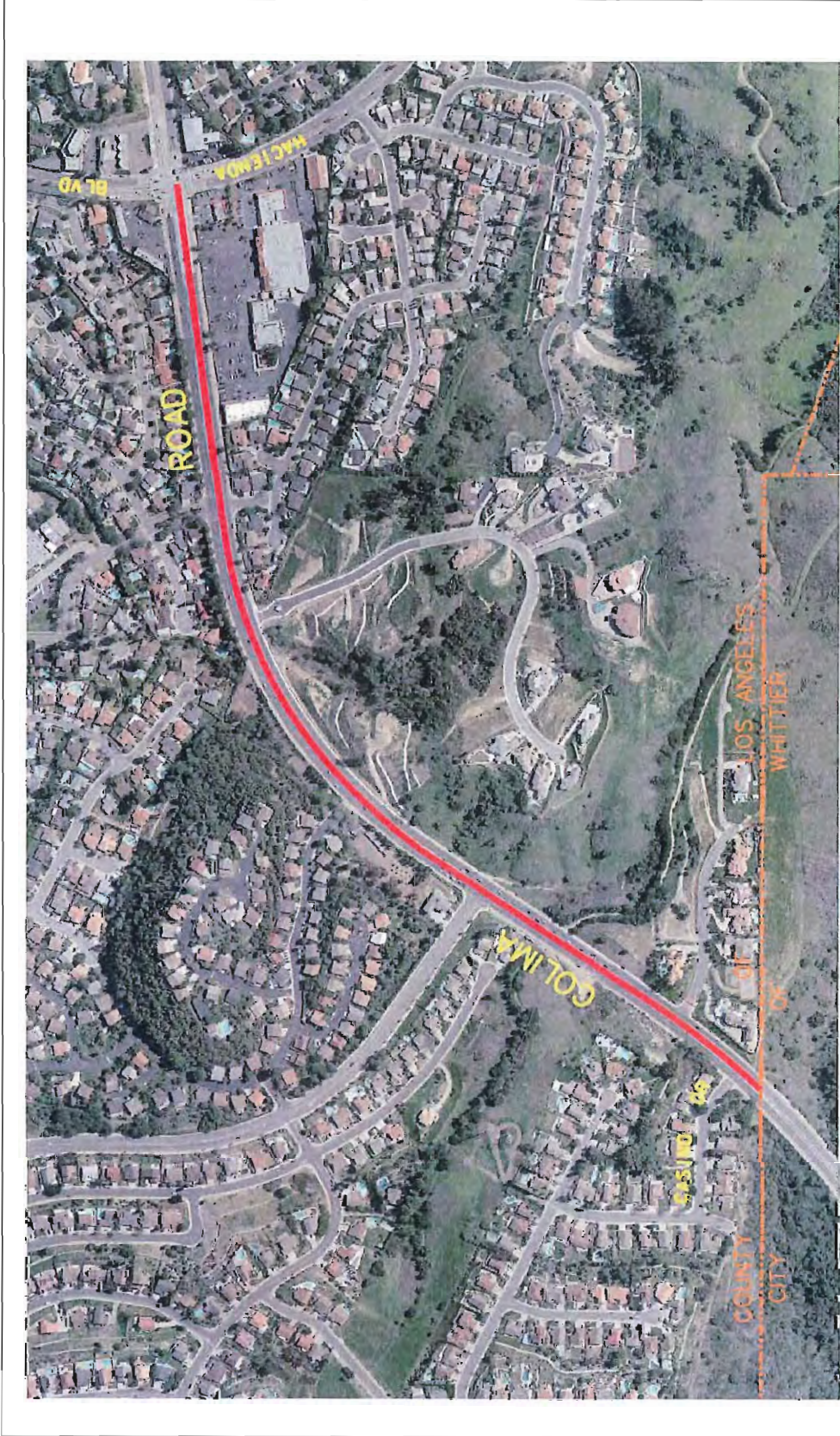
DATE: 04/17/14
PREPARED BY: DV



ATTACHMENT III

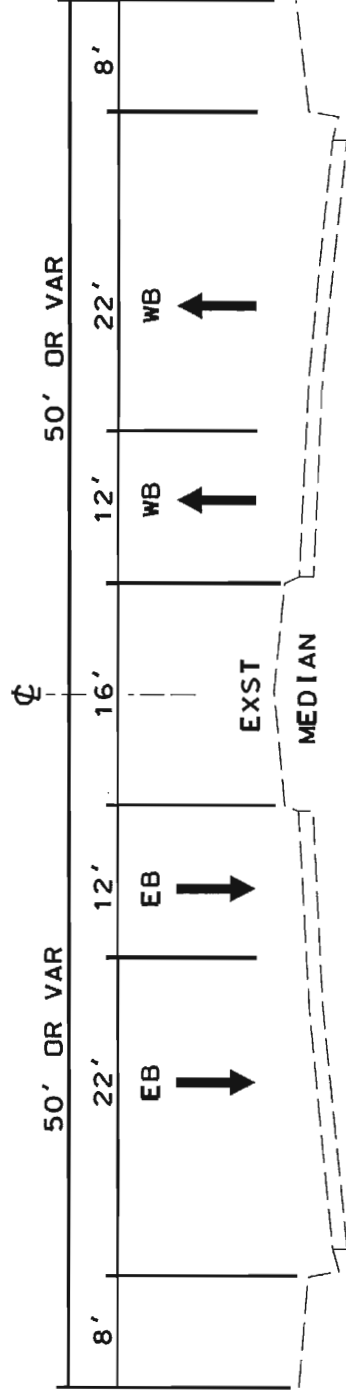
ROADWAY SEGMENT I LIMIT AND DESCRIPTION





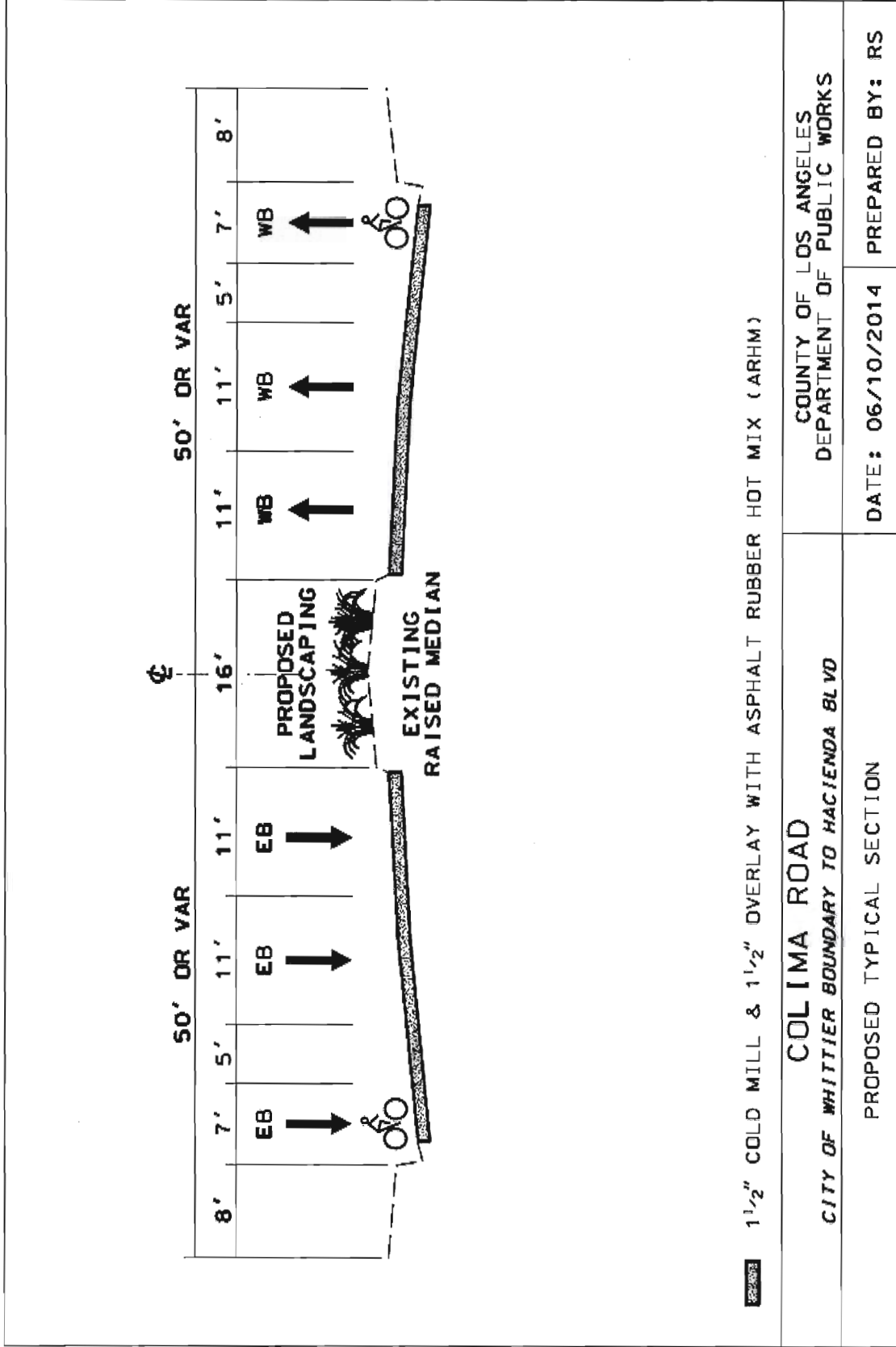
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	COLIMA ROAD BETWEEN THE CITY OF WHITTIER BOUNDARY AND FULLERTON ROAD — SEGMENT LIMITS - CITY OF WHITTIER BOUNDARY TO HACIENDA BLVD
PREPARED BY: DV	AERIAL VIEW DATE: 04/17/14





COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	COLIMA ROAD CITY OF WHITTIER BOUNDARY TO HACIENDA BLVD
DATE: 06/10/2014 PREPARED BY: RS	EXISTING TYPICAL SECTION





COLIMA ROAD
 CITY OF WHITTIER BOUNDARY TO HACIENDA BLVD

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS

PROPOSED TYPICAL SECTION

DATE: 06/10/2014 PREPARED BY: RS



Feature	Existing	Proposed
Roadway: Colima Rd - Between the City of Whittier Boundary to Hacienda Boulevard	<input type="checkbox"/> Alley <input checked="" type="checkbox"/> Urban Major Hwy <input type="checkbox"/> Bikeway <input type="checkbox"/> Parkway <input type="checkbox"/> Limited Secondary Hwy <input type="checkbox"/> Secondary Hwy <input type="checkbox"/> Local Collector Street <input type="checkbox"/> Service/Frontage Rd <input type="checkbox"/> Local Street <input checked="" type="checkbox"/> AC Pavement <input checked="" type="checkbox"/> PCC Pavement <input checked="" type="checkbox"/> Curb Ramp (Meet ADA Requirements) <input checked="" type="checkbox"/> Curb Ramp (do Not Meet ADA Requirements)	Per GMED's 12/25/2013 recommendation, From City of Whittier Boundary to Hacienda Boulevard <ul style="list-style-type: none"> ○ Cold mill existing AC pavement full width 1 1/2" in depth and resurface with 1 1/2" ARHM-GG-C over the cold-milled surface. <input checked="" type="checkbox"/> Retrofit Curb Ramps with Detectable Warning Surface
<input type="checkbox"/> AC Curb <input checked="" type="checkbox"/> PCC Curb <input checked="" type="checkbox"/> PCC Curb & Gutter <input checked="" type="checkbox"/> Cross Gutter <input type="checkbox"/> Slotted Cross Gutter See attached typical section for additional information.	<input checked="" type="checkbox"/> PCC Driveways/Aprons <input checked="" type="checkbox"/> PCC Sidewalk	Construct Reconstruct Curb Ramp <input type="checkbox"/> <input checked="" type="checkbox"/> Curb & Gutter <input type="checkbox"/> <input checked="" type="checkbox"/> Sidewalk <input type="checkbox"/> <input checked="" type="checkbox"/> Curb <input type="checkbox"/> <input checked="" type="checkbox"/> Driveways/Aprons <input type="checkbox"/> <input checked="" type="checkbox"/> Cross Gutter <input type="checkbox"/> <input type="checkbox"/>



		Yes	No
Geometrics	<input type="checkbox"/> Two Lanes <input type="checkbox"/> No Striping <input type="checkbox"/> Broken Yellow <input checked="" type="checkbox"/> Four Lanes <input type="checkbox"/> Double Yellow <input type="checkbox"/> Painted Median <input checked="" type="checkbox"/> Raised Median <input type="checkbox"/> Six Lanes <input type="checkbox"/> Raised Median <input type="checkbox"/> Bike Lane <input checked="" type="checkbox"/> Bike Route (Per LA County Metro Bike Map): Class III bike route from Casino Drive to Allenton Avenue.	Bike Facility: Class II Bike lane from Casino Drive to Hacienda Blvd per the 2012 County of Los Angeles Bicycle Master Plan.	<input checked="" type="checkbox"/>
Traffic Controls	<input checked="" type="checkbox"/> Traffic Signals at the intersections of: Camino del Sur, Avalo Drive and Hacienda Boulevard.	Upgrade Install New	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
Marked Crosswalk at Uncontrolled Intersection	<input checked="" type="checkbox"/> Traffic Signs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Upgrade: Install New <input type="checkbox"/> Restore Affected Crosswalks	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road

<p>Signing & Pavement Markings</p>	<p>Parking allowed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Pavement Markings: <input checked="" type="checkbox"/> Bus Stops: <input checked="" type="checkbox"/> Posted speed limit: 45 mph</p>	<p><input checked="" type="checkbox"/> Restore Affected Pavement Markings <input type="checkbox"/> Reconstruct Bus Pad <input type="checkbox"/> Construct Bus Pad <input checked="" type="checkbox"/> New Pavement Markings</p>
<p>Street Lighting</p>	<p><input checked="" type="checkbox"/> Concrete poles <input type="checkbox"/> Steel poles <input checked="" type="checkbox"/> Wooden poles</p>	<p><input checked="" type="checkbox"/> No Change <input type="checkbox"/> Install New Street Light <input type="checkbox"/> Relocate Street Light</p>
<p>Transit</p>	<p>Transit Radius: There are bus line 172, 185, 282, 289, 282 and 483 within the project limits.</p>	<p>No Change</p>
<p>Adjacent Development</p>	<p><input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial</p>	<p>No change</p>
<p>Landscaping</p>	<p>Parkway Raised Median</p> <p>Trees & tree wells <input checked="" type="checkbox"/> Hardscaped <input checked="" type="checkbox"/> Landscaped <input type="checkbox"/></p>	<p><input checked="" type="checkbox"/> Remove Tree (5) <input checked="" type="checkbox"/> Root Prune Tree <input checked="" type="checkbox"/> Crown Reduction <input checked="" type="checkbox"/> Plant Tree (5) <input checked="" type="checkbox"/> New Median Landscape</p>



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road

Low Impact Development (LID)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Drainage	Drain Catch Basin County <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> City <input type="checkbox"/> <input type="checkbox"/> Private <input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> No Change <input type="checkbox"/> Reconstruct Catch Basin <input type="checkbox"/> Construct Catch Basin <input type="checkbox"/> Construct Lateral <input type="checkbox"/> Retrofit Catch Basin Manholes Reconstruct Adjust Double Adj. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
Sewer	Sewer County <input checked="" type="checkbox"/> Sanitation Dept. <input type="checkbox"/> City <input type="checkbox"/>	<input checked="" type="checkbox"/> No Change <input type="checkbox"/> Reconstruct Sewer Manholes Reconstruct Adjust Double Adj. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>





COLIMA RD - AT SKYLINE DR LOOKING N/E TOWARD CAMINO DEL SUR



COLIMA RD - LOOKING EAST TOWARD HACEINDA BLVD

<p>COLIMA ROAD BETWEEN THE CITY OF WHITTIER BOUNDARY AND FULLERTON ROAD</p>	<p>COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS</p>	
<p>STREET PICTURES</p>	<p>DATE: 06/11/14</p>	<p>PREPARED BY: DV</p>





**COLIMA ROAD BETWEEN THE CITY OF WHITTIER
BOUNDARY AND FULLERTON ROAD**

— SEGMENT LIMIT - HACIENDA BLVD TO FULLERTON RD

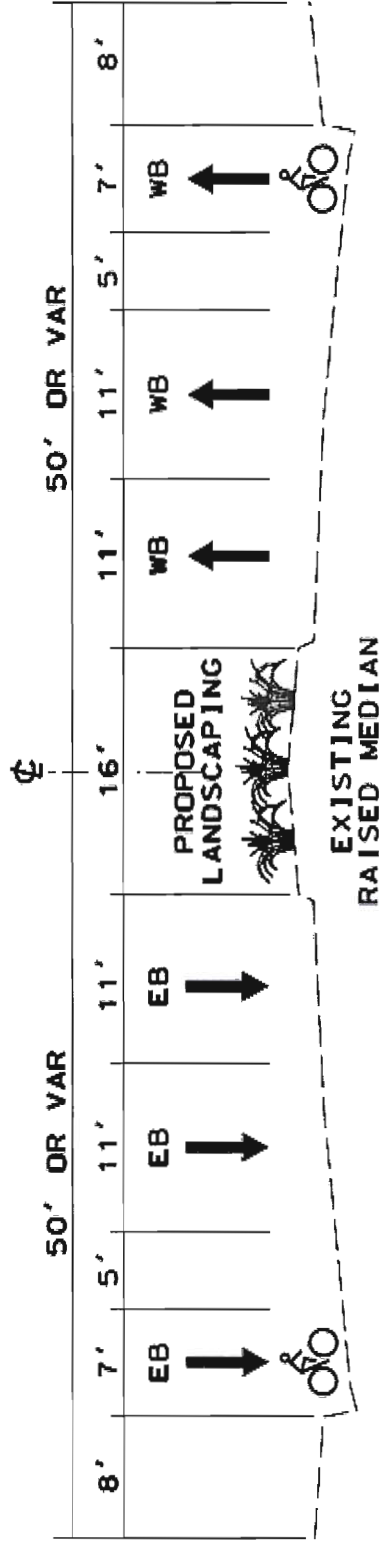
AERIAL VIEW

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

DATE: 03/24/14 PREPARED BY: DV



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



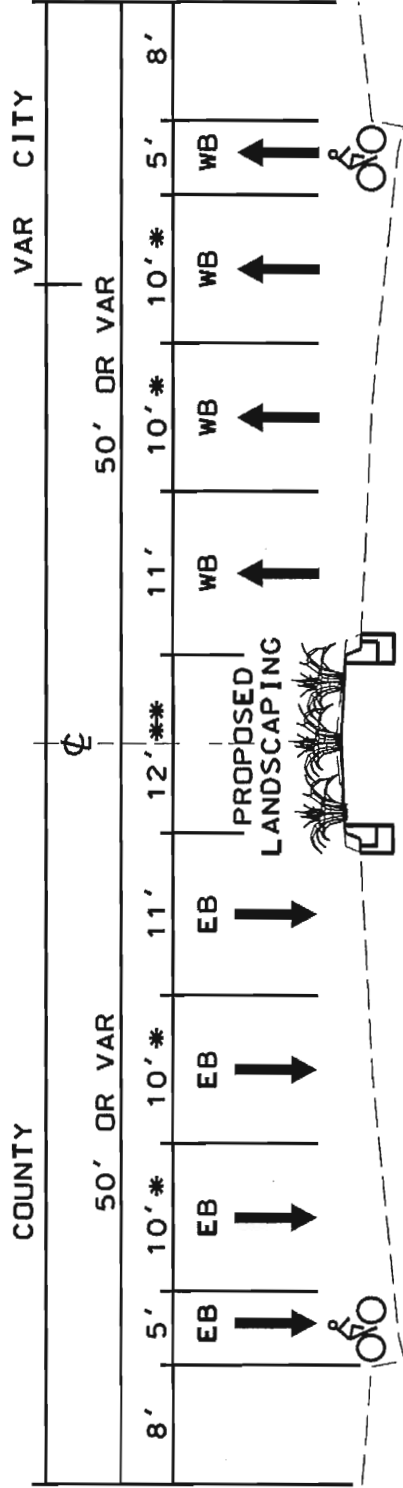
COLIMA ROAD
 HACIENDA BLVD TO HALLIBURTON ROAD

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS

PROPOSED TYPICAL SECTION

DATE: 06/10/2014 PREPARED BY: RS

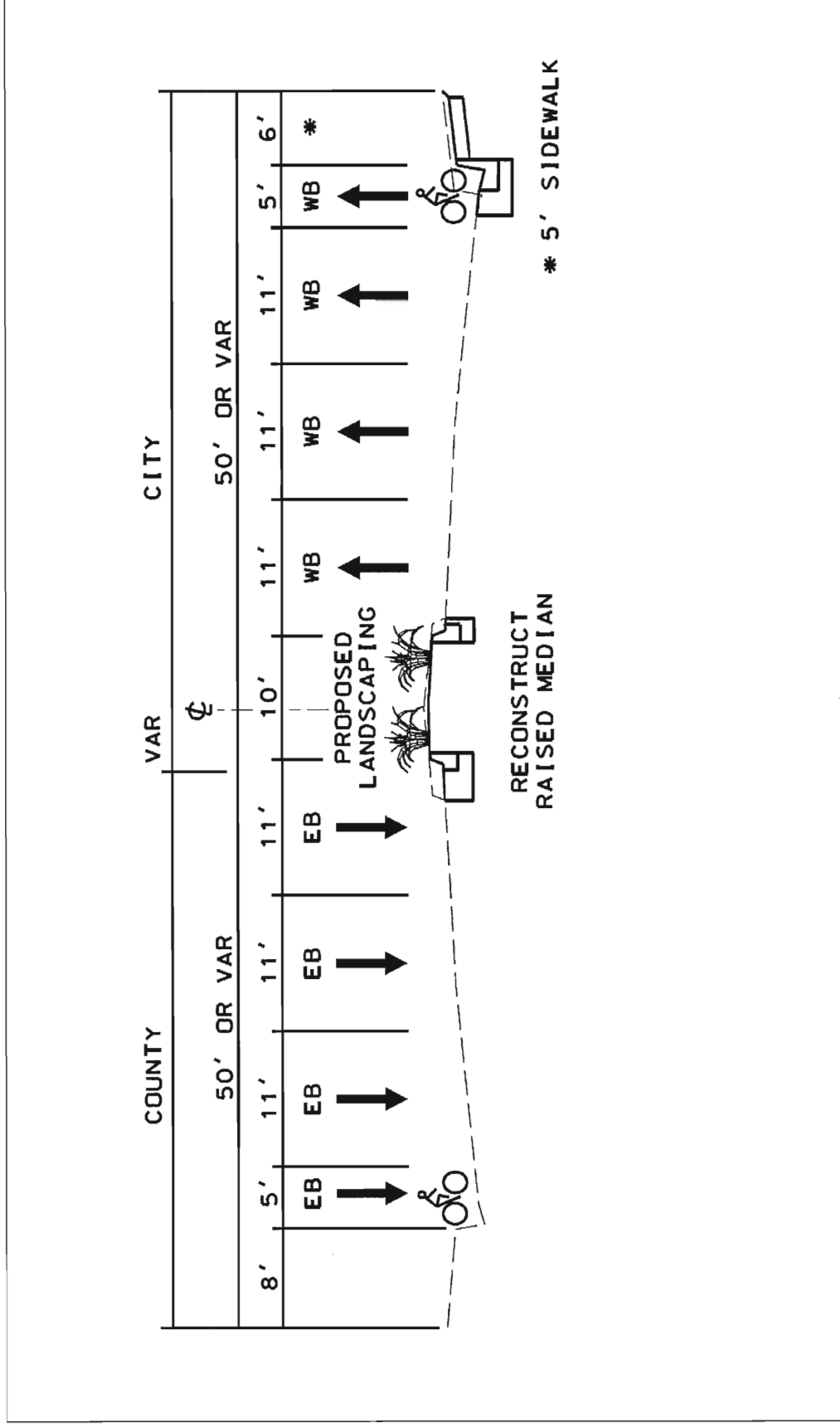




* VAR - 10' TO 11', AT TRANSITION
 *** VAR - 12', TO 10', AT TRANSITION

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	
COLIMA ROAD HALLIBURTON ROAD TO 530' E/O AZUSA AVE 640' E/O STONER CREEK ROAD TO LARKVANE ROAD	DATE: 06/10/2015 PREPARED BY: RS
PROPOSED TYPICAL SECTION	

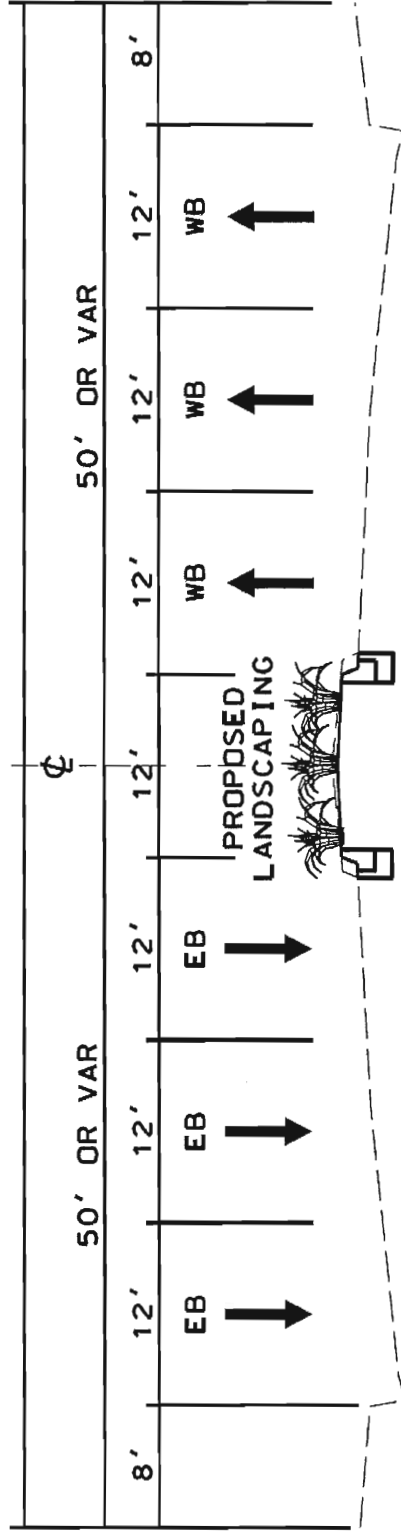




* 5' SIDEWALK

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	
COLIMA ROAD 530' E/O AZUSA AVE TO 640' E/O STONER CREEK ROAD	DATE: 06/1/2015
PROPOSED TYPICAL SECTION	PREPARED BY: RS





COLIMA ROAD
 LARKVANE ROAD TO FULLERTON ROAD
 PROPOSED TYPICAL SECTION

COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 DATE: 06/10/2015 PREPARED BY: RS



Feature	Existing	Proposed																		
Roadway: Colima Rd - Hacienda Boulevard to Fullerton Road	<input type="checkbox"/> Alley <input type="checkbox"/> Bikeway <input type="checkbox"/> Limited Secondary Hwy <input type="checkbox"/> Local Collector Street <input type="checkbox"/> Local Street <input checked="" type="checkbox"/> AC Pavement <input checked="" type="checkbox"/> Curb Ramp (Meet ADA Requirements) <input checked="" type="checkbox"/> Curb Ramp (do Not Meet ADA Requirements) <input type="checkbox"/> AC Curb <input checked="" type="checkbox"/> PCC Curb <input checked="" type="checkbox"/> PCC Curb & Gutter <input checked="" type="checkbox"/> Cross Gutter <input type="checkbox"/> Slotted Cross Gutter See attached typical section for additional information.	Per GMED's 12/25/2013 recommendation, From Hacienda Boulevard to Fullerton Road <input type="checkbox"/> No pavement improvement is required at this time. Reconstruct damaged curb, gutter and sidewalk. Upgrade existing curb ramps to current ADA standard From Halliburton Road to 530' E/O Azusa Avenue and 640' E/O Stoner Creek Road to Larkvane Road <input type="checkbox"/> Narrow the raised median to 12' wide. From 530' E/O Azusa Avenue and 640' E/O Stoner Creek Road <input type="checkbox"/> Narrow the raised median to 10' wide and widen the north side 2' with Reconstruction of curb, gutter, sidewalk and driveways. <input checked="" type="checkbox"/> Retrofit Curb Ramps with Detectable Warning Surface <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">Construct</td> <td style="text-align: center;">Reconstruct</td> </tr> <tr> <td>Curb Ramp</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Curb & Gutter</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Sidewalk</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Curb</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Driveways/Aprons</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>		Construct	Reconstruct	Curb Ramp	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb & Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Driveways/Aprons	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Construct	Reconstruct																		
Curb Ramp	<input type="checkbox"/>	<input checked="" type="checkbox"/>																		
Curb & Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>																		
Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>																		
Curb	<input type="checkbox"/>	<input checked="" type="checkbox"/>																		
Driveways/Aprons	<input type="checkbox"/>	<input checked="" type="checkbox"/>																		



Project Design Concept
Colima Road – City of Whittier Boundary to Fullerton Road



<p>Geometrics</p>	<p> <input type="checkbox"/> Two Lanes <input type="checkbox"/> No Striping <input type="checkbox"/> Double Yellow <input type="checkbox"/> Broken Yellow <input type="checkbox"/> Painted Median <input checked="" type="checkbox"/> Four Lanes – Hacienda Bl to Larkvane Rd <input type="checkbox"/> Double Yellow <input type="checkbox"/> Painted Median <input checked="" type="checkbox"/> Raised Median <input checked="" type="checkbox"/> Six Lanes - Larkvane Road to Fullerton Road <input checked="" type="checkbox"/> Painted Median <input checked="" type="checkbox"/> Raised Median <input type="checkbox"/> Bike Lane <input checked="" type="checkbox"/> Bike Route (Per LA County Metro Bike Map): Class II bike lane from Allenton Avenue to Larkvane Road. </p>	<p> Bike Facility: Class II Bike lane from Hacienda Boulevard to Fullerton Road per this project. </p> <p> Geometrics Upgrade: <input checked="" type="checkbox"/> <input type="checkbox"/> </p> <p> Stripe with two (2) lanes and a Class II bike lane from Hacienda Boulevard to Halliburton Road. </p> <p> Stripe with three (3) lanes and a Class II bike lane from Halliburton Road to Larkvane Road. </p>	<p> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> </p>
<p>Traffic Controls</p>	<p> <input checked="" type="checkbox"/> Traffic Signals at the intersections of: Allenton Avenue, Stimson Avenue, Puente Del Estate Drive, Halliburton Road, Countrywood Avenue, Manor Gate Road, Azusa Avenue, Albotross Road, Hanover Road, Walnut Hall Road, Stoner Creek Road, Larkvane Road and Fullerton Road <input checked="" type="checkbox"/> Traffic Signs </p>	<p> Upgrade: Install New </p> <p> Relocate/Upgrade traffic signals on Colima Road from Azusa to Stoner Creek. </p>	<p> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> </p> <p> <input type="checkbox"/> <input checked="" type="checkbox"/> </p>
<p>Marked Crosswalk at Uncontrolled Intersection</p>	<p> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>	<p> Upgrade: Install New </p> <p> <input type="checkbox"/> Restore Affected Crosswalks </p>	<p> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> </p> <p> <input type="checkbox"/> <input checked="" type="checkbox"/> </p>
<p>Signing &</p>	<p> Yes No </p>	<p> <input checked="" type="checkbox"/> Restore Affected Pavement Markings </p>	<p> <input checked="" type="checkbox"/> </p>

Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road

Pavement Markings	Parking allowed: <input type="checkbox"/> <input checked="" type="checkbox"/> Pavement Markings: <input checked="" type="checkbox"/> <input type="checkbox"/> Bus Stops: <input checked="" type="checkbox"/> <input type="checkbox"/> Posted speed limit: 45 mph	<input type="checkbox"/> Reconstruct Bus Pad <input type="checkbox"/> Construct Bus Pad <input checked="" type="checkbox"/> New Pavement Markings
Street Lighting	<input checked="" type="checkbox"/> Concrete poles <input type="checkbox"/> Steel poles <input checked="" type="checkbox"/> Wooden poles	<input type="checkbox"/> No Change <input type="checkbox"/> Install New Street Light <input checked="" type="checkbox"/> Relocate Street Light Relocate street lights on north side of Colima Road due to adding right turn lane and widening the roadway 2'. No Change
Transit	Transit Service: There are bus line 172, 185, 282, 289, 282 and 483 within the project limits.	No Change
Adjacent Development	<input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial	No change
Landscaping	Parkway Raised Median Trees & tree wells <input checked="" type="checkbox"/> Hardscaped <input checked="" type="checkbox"/> Trees <input checked="" type="checkbox"/> Landscaped <input type="checkbox"/>	<input checked="" type="checkbox"/> Remove Tree (60) <input checked="" type="checkbox"/> Root Prune Tree <input checked="" type="checkbox"/> Crown Reduction <input checked="" type="checkbox"/> Plant Tree (60) <input checked="" type="checkbox"/> New Median Landscape



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road

Low Impact Development (LID)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The following segments proposed to be landscaped will have LID features included with the landscaping: <ul style="list-style-type: none"> ○ The super-elevated roadway segment between Halliburton Road to Countrywood Avenue ○ The service road island between Country Canyon Road and Halliburton Road
Drainage	County <input checked="" type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/> Drain Catch Basin <input checked="" type="checkbox"/>	<input type="checkbox"/> No Change <input checked="" type="checkbox"/> Reconstruct Catch Basin <input type="checkbox"/> Construct Catch Basin <input type="checkbox"/> Construct Lateral <input type="checkbox"/> Retrofit Catch Basin Manholes Reconstruct Adjust Double Adj. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
Sewer	County <input checked="" type="checkbox"/> Sanitation Dept. <input type="checkbox"/> City <input type="checkbox"/> Sewer <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> No Change <input type="checkbox"/> Reconstruct Sewer Manholes Reconstruct Adjust Double Adj. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
Other Agency	City of Industry Colima Road from 372 feet east of Azusa Avenue to 766 feet west of Larkvane Road	City of Industry





COLIMA RD - LOOKING EAST TOWARD ALLENTON AVE



**COLIMA RD - LOOKING N/E TOWARD HALLIBURTON RD
 (SEGMENT WITH SERVICE ROAD ISLAND)**

**COLIMA ROAD BETWEEN THE
 CITY OF WHITTIER BOUNDARY AND
 FULLERTON ROAD**

**COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC
 WORKS**

STREET PICTURES

**DATE:
 06/11/14**

**PREPARED
 BY: DV**





**COLIMA RD - LOOKING N/E TOWARD COUNTRY WOOD AVE
 (SUPER-ELEVATED ROADWAY SEGMENT)**



COLIMA RD - AT AZUSA AVE INTERSECTION LOOKING EAST

<p>COLIMA ROAD BETWEEN THE CITY OF WHITTIER BOUNDARY AND FULLERTON ROAD</p>	<p>COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS</p>	
<p>STREET PICTURES</p>	<p>DATE: 06/11/14</p>	<p>PREPARED BY: DV</p>




ATTACHMENT V

BICYCLE MASTER PLAN



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



	<p>COLIMA ROAD CITY OF WHITTIER BOUNDARY TO HACIENDA BLVD</p>	<p>COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS</p>
<p>LOS ANGELES COUNTY 2012 BICYCLE MASTER PLAN</p>		<p>DATE: 06/10/2014</p>
<p>PREPARED BY: RS</p>		<p>PREPARED BY: RS</p>



ATTACHMENT VI

TRAFFIC COLLISION ANALYSIS AND T&L RECOMMENDATIONS



October 25, 2012

TO: Jeff Pletyak
Traffic Studies Section

FROM: Daniel Quintana 
Traffic Design Section

**COLIMA ROAD, ET AL (RDC0014911)
TRAFFIC COLLISION ANALYSIS**

We have completed our analysis of the Traffic collision Summary report submitted by Studies Section (see attached).

The Collision report lists possible patterns of accidents on Colima Rd along seven 1000-foot segments throughout the limits. Below are TNL's analysis of the accident report and our recommendations for each the above listed segments:

1. **Between 300' W of Hacienda Bl to 700' E of Hacienda Bl (single vehicle, rear end).**

Based on the accident data, accidents between 300' of Hacienda Bl to 700'E of Hacienda Bl were scattered within the segment and shows no concentrated pattern of accidents.

No recommendations for this segment.

2. **Between park Lawn Rd to 1000' E of Park Lawn Road (rear end).**

Based on the accident data, most rear end accidents were due to traffic back up from Colima Rd and Manor Gate which is approximately 1000' east of Park Lawn Rd.

Recommendations: Provide additional 3rd lane to allow for more vehicle storage (preliminary PDC has included a third lane from Haliburton Rd to Manorgate Rd). Systems Section to review possible timing adjustments to the signal coordination to allow for a more uniform flow of vehicles.

3. **Between 20' W of Manor gate Rd to 980' E of Manor Gate Rd (side swipe).**

Based on the accident data, most accidents were due to driver's indecisiveness and making abrupt lane changes. Install advanced street name guide signing in advance of the intersection.



No recommendations for this segment.

4. Between 160' E of Azusa Av to 1160' E of Azusa Av (driveway).

Based on the accident data, most accidents were the result of vehicles failing to yield to oncoming traffic causing right angle accidents. Most drivers misjudged speed of oncoming traffic.

No recommendations for this segment.

5. Between 1125 W of Albatross Rd to 125' W of Albatross Rd (rear end).

Based on the accident data, accidents occurs at various locations within the segment and shows no concentrated pattern of accidents.

No recommendations for this segment.

6. Between 120' W of Albatross Rd to 1120' E of Albatross Rd (rear end).

Based on the accident data, most accidents were the result of drivers trailing too close and failing to stop in time, hitting the vehicles in front.

No recommendations for this segment.

7. Between 1000' W of Fullerton Rd to Fullerton Rd.(driveway, sideswipe).

Based on the accident data, accidents were related to ingress from west bound vehicles to various driveways at the south side of Colima Rd west of Fullerton Rd. Vehicles entering the driveways from the existing two-way left turn lanes failed to estimate the speed of incoming traffic, and may not have enough sight distance to cross 3-lanes and enter the driveways safely.

Recommendation: Remove two-way left turn pocket and install raised median to prevent west bound left turns to existing driveways west of Fullerton Rd.

If you have any questions, please call Mervin Moulic at extension 4831.

MHC:
P:\pub\DESIGN2\UNIT1\DOCUMENTS\TCPA - Colima Rd.doc



May 15, 2012

TO: Jeff Platyak
Traffic Studies Section

FROM: Marty Amundson ^{MAA}
Traffic Systems Section

**COLIMA ROAD, ET AL. (RDC0014911)
TRAFFIC SIGNAL ANALYSIS REPORT**

As requested, we have completed the traffic signal analyzes for the intersections indicated below to determine whether or not any modifications to the signal operation or equipment are needed.

Based on our review of the collision patterns provided and our field investigations, we recommend the following enhancements, which will all be integrated into the Colima Road TSSP project 2007 Call:

- **Colima Road at Avalo Drive:**
 - Install a type 17 standard complete with 20' signal mast arm for the north and south approaches, upgrading all vehicle heads from 3-8" to 3-12" for all approaches, and installing an additional nearside secondary vehicle head for the eastbound movement on the northwest corner to enhance signal visibility and cutting back the advance loops for the eastbound and westbound movements for the prevailing speed. The estimated cost to complete this work is \$50,000.
- **Colima Road at Hacienda Boulevard:**
 - Install an additional 3-12" vehicle head on the mast arms for all approaches and a nearside secondary 3-12" vehicle head for the northbound movement on the southwest corner to enhance signal visibility and cutting back the advance loops for the eastbound and westbound movements for the prevailing speed. The estimated cost to complete this work is \$30,000.
- **Colima Road at Punta Del Este Drive:**
 - Upgrade vehicle heads from 3-8" to 3-12" for all approaches to enhance signal visibility and cutting back the advance loops for westbound movements for the prevailing speed. The estimated cost to complete this work is \$15,000.
- **Colima Road at Dawn Haven Road/ Halliburton Road:**
 - Upgrade the vehicle heads from 3-8" to 3-12" for all approaches to enhance signal visibility and cutting back the advance loops for the




eastbound and westbound movements for the prevailing speed. The estimated cost to complete this work is \$20,000.

- **Colima Road at Countrywood Avenue:**
 - Install an additional nearside secondary vehicle head for the eastbound movement on the northwest corner and upgrade the vehicle heads from 3-8" to 3-12" for all approaches to enhance signal visibility and relocate the advance loops for the eastbound and westbound movements for the prevailing speed. The estimated cost to complete this work is \$25,000.
- **Colima Road at Manor Gate Road:**
 - Install a type 17 standard complete with 20' signal mast arm for the north and south approach to enhance signal visibility and relocate the advance loops for the eastbound and westbound movements for the prevailing speed. The estimated cost to complete this work is \$50,000.
- **Colima Road at Azusa Avenue :**
 - No traffic signal enhancements recommended at this time.
- **Colima Road at Albatross Road/ Calle Barcelona:**
 - No traffic signal enhancements recommended at this time.
- **Colima Road at Fullerton Road:**
 - No traffic signal enhancements recommended at this time.

In addition to the items indicated above, we will be updating the traffic signal timing at all the locations so that they are in compliance with the 2012 CA-MUTCD guidelines.

Copies of the Traffic Signal Analysis Reports are attached for your reference.

If you have any questions, please contact Phil Phan at extension 2021.

 MAA:ppp

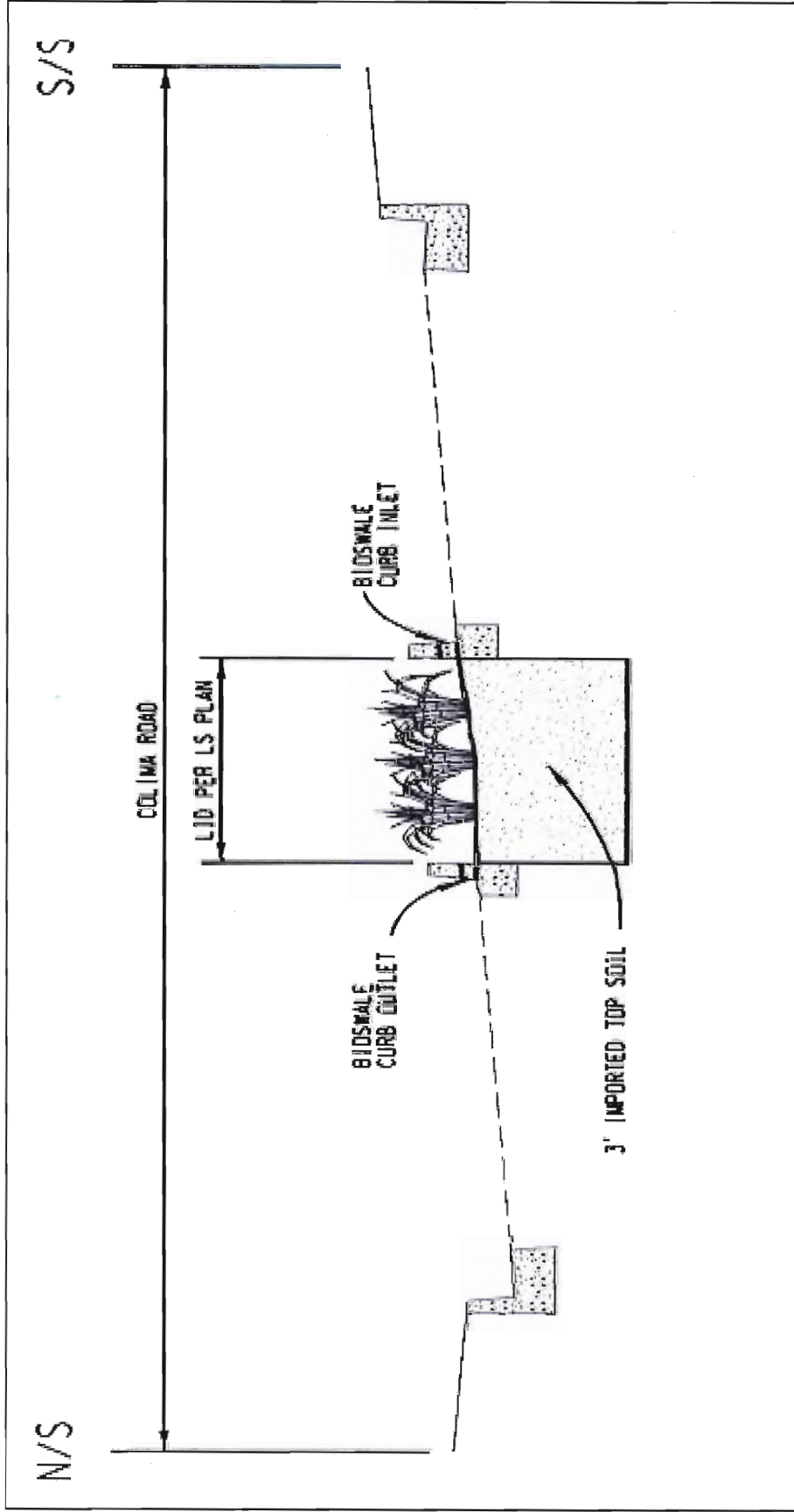



ATTACHMENT VII

LOW IMPACT DEVELOPMENT FEATURE



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



	COLIMA ROAD	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
Low Impact Development Feature (LID)	DATE: 06/10/2014	PREPARED BY: RS

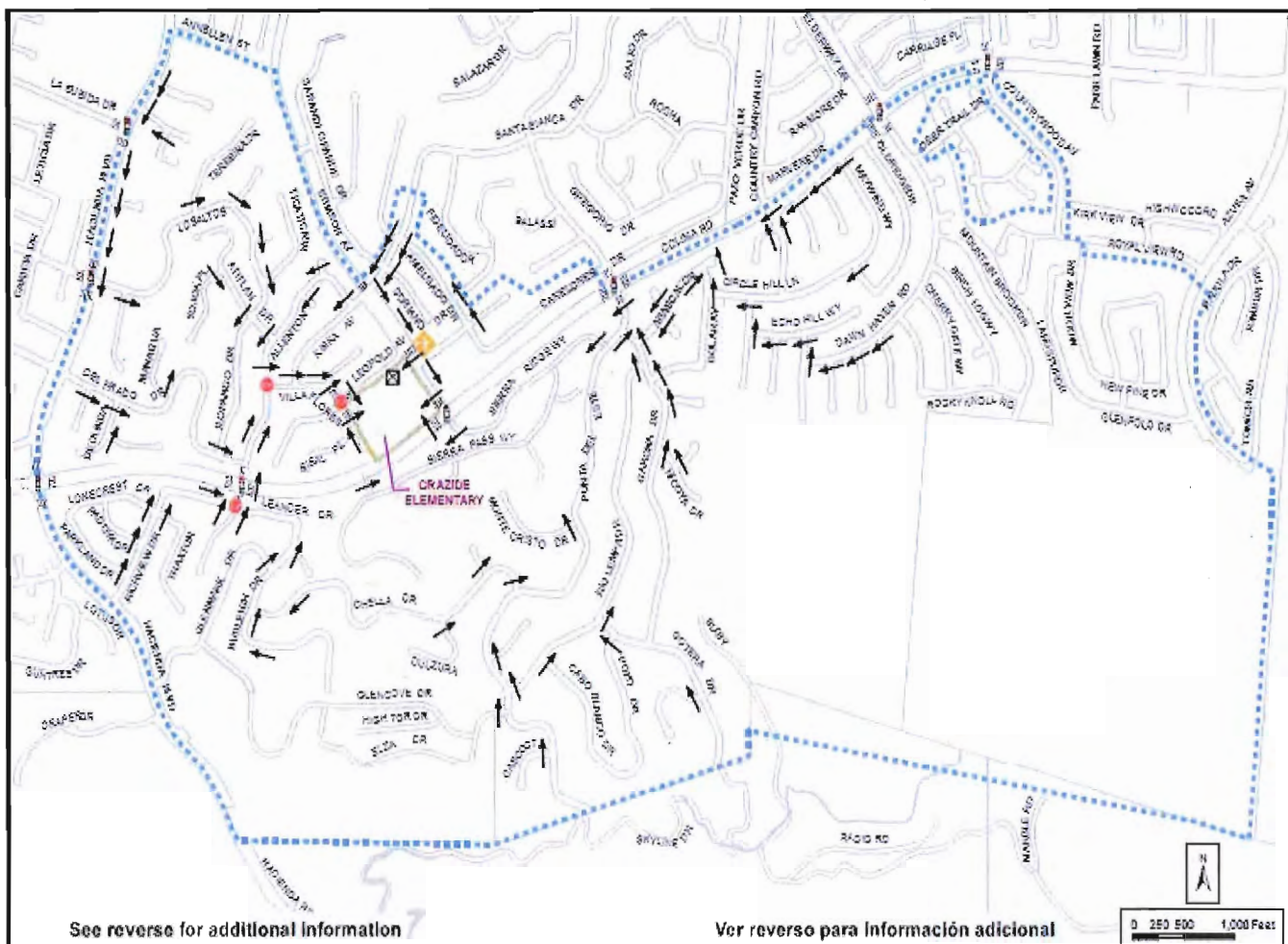





ATTACHMENT VIII

SUGGESTED PEDESTRIAN ROUTE TO SCHOOL



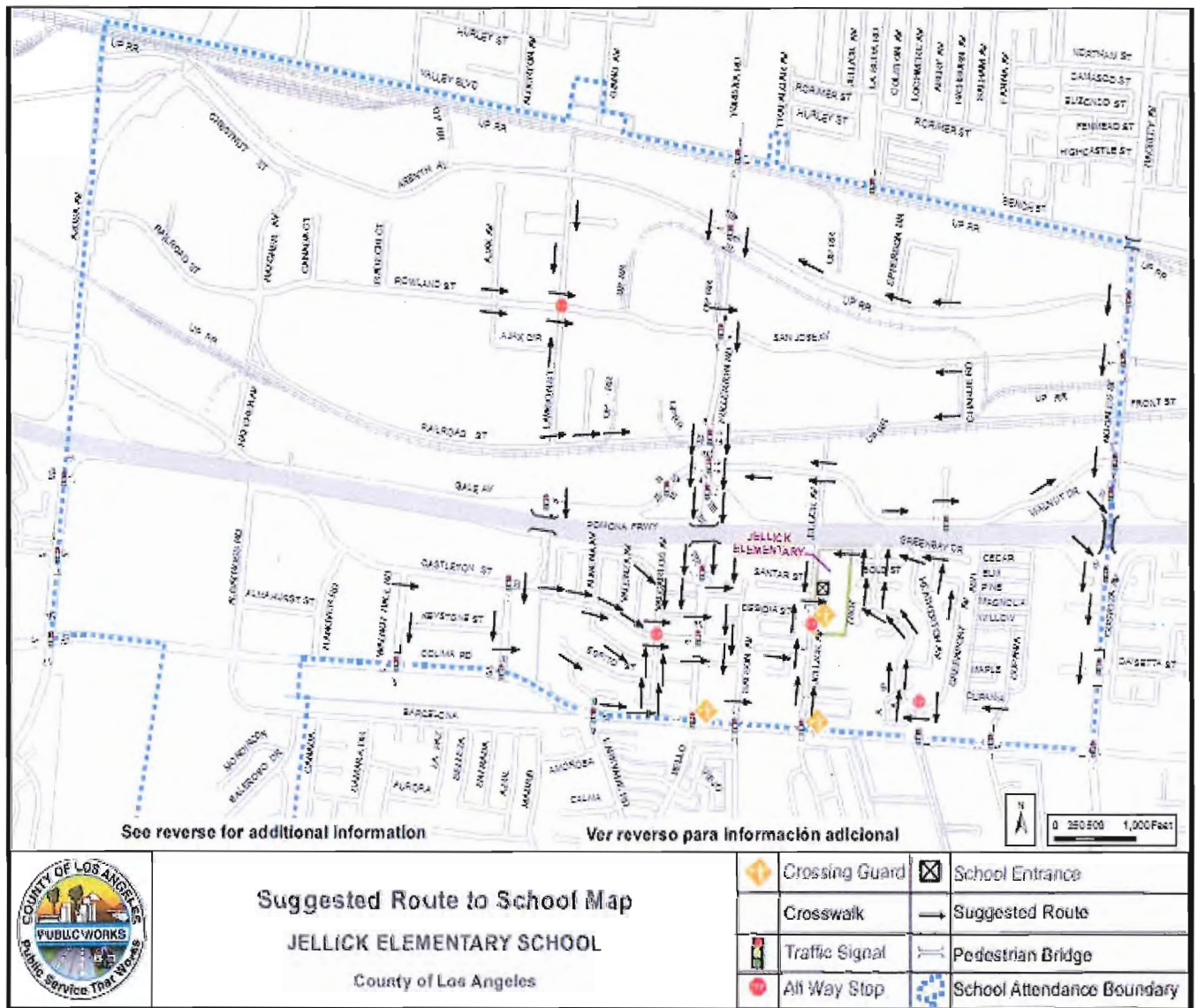
Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



 <p>Suggested Route to School Map GRAZIADE ELEMENTARY SCHOOL County of Los Angeles</p>	 Crossing Guard	 School Entrance
	 Crosswalk	 Suggested Route
	 Traffic Signal	 Pedestrian Bridge
	 All Way Stop	 School Attendance Boundary



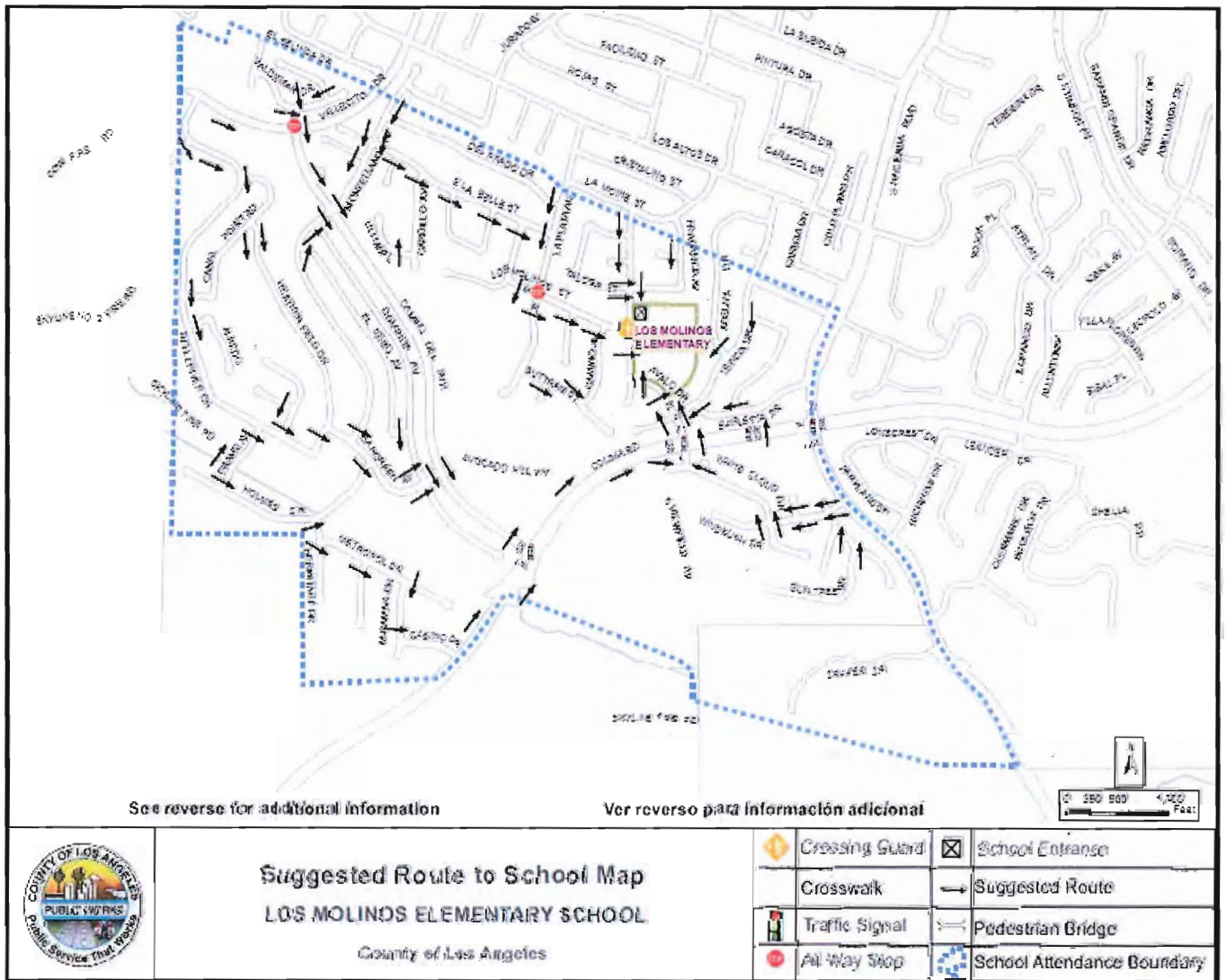
Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



Suggested Route to School Map
JELICK ELEMENTARY SCHOOL
 County of Los Angeles



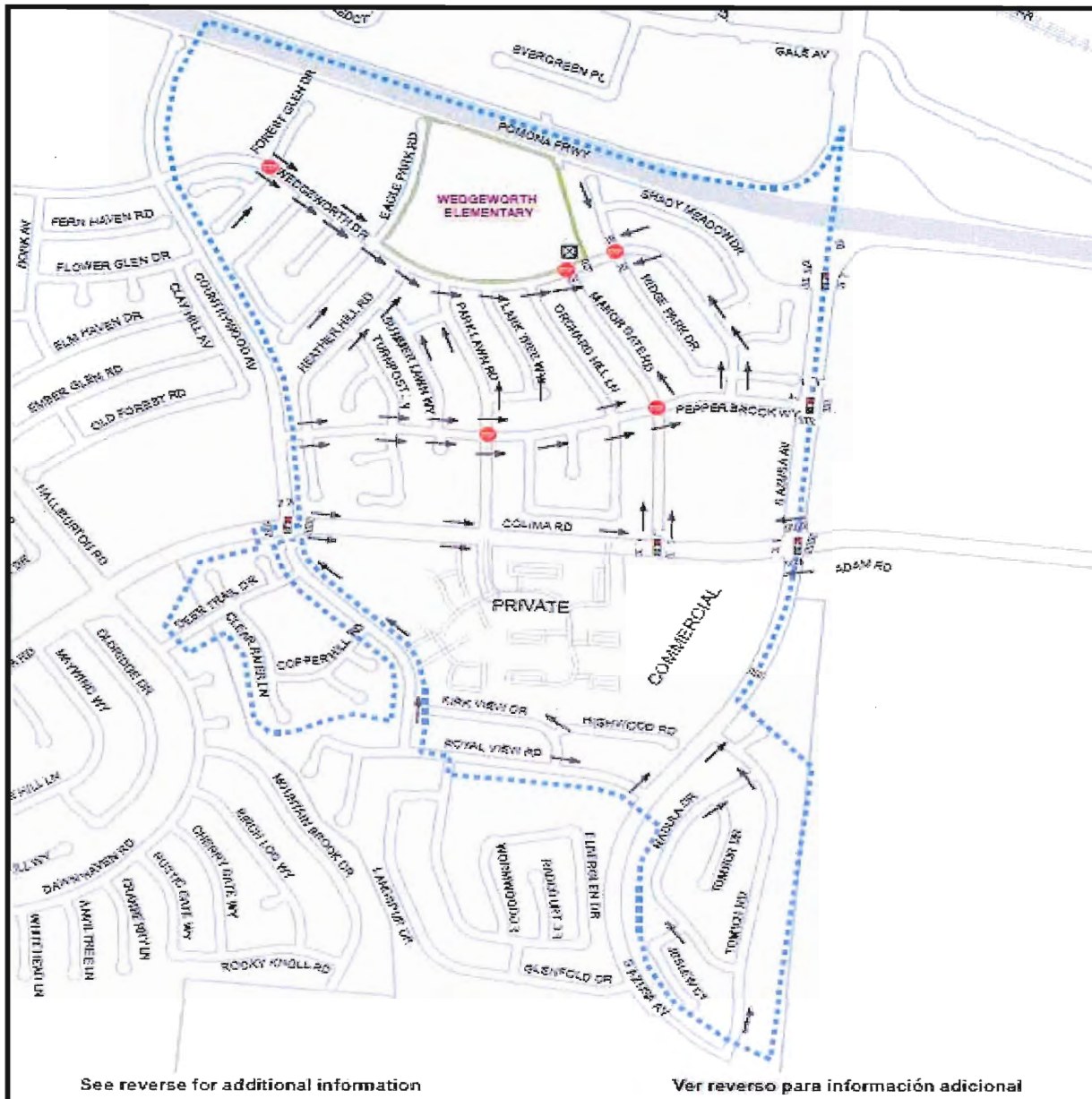
Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



Suggested Route to School Map
LOS MOLINOS ELEMENTARY SCHOOL
 County of Los Angeles



Project Design Concept
 Colima Road – City of Whittier Boundary to Fullerton Road



Suggested Route to School Map
 WEDGORTH ELEMENTARY SCHOOL
 County of Los Angeles

0 500 1000 Feet

All Way Stop	Crosswalk	Suggested Route	School Entrance
Crossing Guard	Signal Lights	Pedestrian Bridge	School Attendance Boundary



CITY COUNCIL

ITEM NO. 6.9



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

July 2, 2015

From: Paul Philips, Acting City Manager

Staff: Brian James, Planning Director

Subject: Development Plan 15-9 – Fiat of Puente Hills Building Redesign

Proposal

Sections 17.36.020 and 17.36.100 of the Municipal Code require approval of a Development Plan by the City Council for new construction and expansions that exceed \$75,000. The proposed project has a valuation of approximately \$1.9 million. In addition, applications for the significant improvement of former redevelopment properties are being brought to the City Council so they may be kept aware of on-going activities.

Development Plan application 15-9 (Attachment 1) is being proposed by Flex Designs on behalf of Fiat of Puente Hills to modify the former Mazda dealership at 17370 Gale Avenue. The project includes façade improvements, updated landscaping, interior modifications, and other minor site improvements.

As shown on the attached site plan and conceptual landscape plan (Attachments 2 and 3 respectively), the site modifications would include replacing existing landscaping and irrigation with water efficient plants and irrigation that are compliant with Chapter 13.18 of the Municipal Code. Removable security bollards would be placed in front of the driveway entrances and employed during closing hours. Two of the existing driveways on the western and easternmost edges of the property and fronting on Gale Avenue would be closed and replaced with landscaping, which would help reduce traffic conflicts on Gale Avenue. A new driveway and service entrance would be installed on the south side of the building facing Hatcher Avenue to allow at-grade vehicular access to the building. A one-stall car wash would be added along the western property line and enclosed with walls.

As shown on the attached elevations (Attachment 4), the existing façade would be modernized with fiber cement panels that wrap around the entire building except for the western side that abuts the Ford dealership. The panels are largely gray in color with red panels used as highlights. A glass, roll-up door providing an additional service entrance would be installed on the eastern side of the building. As shown on the attached floor plans (Attachment 5), the interior of the building would include a service area, offices, sales, and display area.

Existing Conditions

The existing 25,000 square foot building was built in 1978 and is located on a 1.32 acre site on the west side of Hatcher Avenue. This site has been identified as Property 4 on the Long Range Property Management Plan and was acquired in 2009 to facilitate the use of the property consistent with the Automobile Zone designation. The property was purchased from the Successor Agency by Downtown Apex Motors, LLC (dba Fiat of Puente Hills) for \$1,600,000. The project also includes a .53 acre parcel on the east side of Hatcher Avenue that will be a part of the project site, which totals 1.85 acres.

Fiat is currently located across Gale Avenue and has been waiting for this opportunity to relocate next to the Freeway. The building and site may be considered too small to meet the needs of most automobile dealers; however, given the size of its cars, this site is sufficient to meet the needs of the Fiat dealership.

Location and Surroundings

As shown on the attached location map (Attachment 6), the proposed project is located at 17370 Gale Avenue, which is located on the south side of the intersection of Gale Avenue and Hatcher Avenue. The site, which is split into two parts by Hatcher Avenue, is located in the auto mall and surrounded by car dealerships on the northern, western, and eastern sides. The 60 Freeway is located to the south.

Staff Analysis

The proposed improvement project is consistent with the Zoning ("AZ" – Automobile Zone) and General Plan (Commercial) designations of the site and complies with the following development and design standards in Section 17.36, *Design Review*, of the Industry Municipal Code. Specifically, the project:

- Meets design guidelines. Section 17.36.060 A-J of the Municipal Code call for well-designed and coordinated buildings, walls, lighting, and landscaping. The proposed project would transform an existing building, which is plain and unadorned, into a modern, eye-catching structure befitting its location adjacent to the freeway. The building design, signage, and landscaping would be coordinated and present a professional appearance.
- Brings landscaping into conformance with Chapter 13.16 of the Municipal Code. Currently, the site is landscaped with turf, which is a high water user. New landscaping and irrigation would be installed to meet current water efficient standards and would help modernize the look of the site.

Environmental Analysis

The proposed project is exempt from compliance with the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Class 1, which exempts the operation, permitting, or minor alteration of existing facilities involving negligible or no expansion of the existing use. The proposal would involve alterations to an existing but vacant automobile dealership in the developed auto mall and largely involves interior modifications and exterior façade improvements. After approval, a Notice of Exemption (Attachment 7) will be transmitted to the Los Angeles County Clerk for posting per the requirements of CEQA.

Findings

In regards to the Development Plan application, Staff recommends that the City Council find that:

- The proposed improvement is consistent with the General Plan designation of Commercial and conforms with the Automobile Zone designation for the subject property in the City of Industry because, as discussed in the Staff report, the proposed improvements to an existing automobile dealership would enhance the façade and landscaping, result in a professional appearance, and enhance the appeal of the auto mall;
- The proposed development is compatible with the surrounding auto mall because the improvements would enhance the existing building to be in keeping with Chapter 17.36 of the Municipal Code and allow the continued use of the vacant automobile dealership;
- There is adequate street access and traffic capacity for the proposed development on Gale Avenue, which serves the project site. Access would continue to be taken from Hatcher and Gale Avenues. Because the proposed project would allow an automobile dealership to re-occupy the existing building that previously housed a Mazda dealership, it would not result in a significant change in vehicle trips;
- The proposed development would have no significant impact on the environment and is exempt from the requirements of the California Environmental Quality Act of 1970, as amended and addressed in the Staff report;
- Due to the foregoing, the improvements requested would not be a menace to or endanger the public health, safety, or general welfare to the City.

Recommendation

Because the proposed project complies with the development and design standards of the Municipal Code, improves an existing building, has no environmental concerns, and satisfies the above-mentioned findings, Staff recommends that the City Council approve Development Plan No. 15-9 with the Standard Requirements and Conditions of Approval (Attachment 8).

Attachments

- Attachment 1: Application
- Attachment 2: Proposed Site Plan
- Attachment 3: Conceptual Landscape Plan
- Attachment 4: Proposed Elevations
- Attachment 5: Proposed Floor Plans
- Attachment 6: Location Map
- Attachment 7: Notice of Exemption
- Attachment 8: Standard Requirements and Conditions of Approval

Attachment 1

Application



**City of Industry
Development Plan Application (Short Form)**

15625 East Stafford Street • Suite 101 • City of Industry • CA • 91744
Phone: (626) 333-2211 • Fax: (626) 961-6795
www.cityofindustry.org

JN 9184
DP 15-9

15 APR 28 AM 9:04:50

The Development Plan – Short Form – is used for all interior only modifications as well as minor exterior modifications that can be exempted from Environmental Review. Please contact the Planning Department to determine if this application applies to your project.

Please type or print clearly

Project Location: 17370 E. Gale Ave. 91748 Assessor's Parcel Number 8246-001-945
Street Zip

Zoning Designation: Automobile Zone General Plan Designation: Commercial/Industrial

Project Contact Person: Teo Biocina/Alan Wong Phone Number: (626) 765-9499 Email Address: teo@flexdesigns.net

Address: 422 S. Pasadena Ave. Unit A Pasadena, CA 91105
Street City Zip

Applicant: Property Owner Tenant Architect Engineer Builder

Name: Flex Designs Phone Number: (626) 765-9499

Address: 422 S. Pasadena Ave. Unit A Pasadena, CA 91105
Street City Zip

Property Owner Information:

Name: Mike Bell Phone Number: (310) 961-6956

Address: Peninsula Property Holdings, LLC 1212 E. LAS TUNAS DR. SAN GABRIEL 91716
Street City Zip

Project Description (describe in detail): Tenant improvement. The majority of the work is within the interior of the building with some minor exterior feature change. There is no added square footage.

Project Valuation: \$1.9 M.U.

	Existing	Proposed
Building Area	24,638 sq.ft	24,638 sq.ft
Landscape Area	16,500 sq.ft	17,749 sq.ft
Parking Spaces	49	111
Land Area	81,068 (both lots)	81,068 (both lots)

Applicant Name: Alan Wong Applicant Signature: _____

Date: April 27th 2015

Please submit the following with this application(see attached examples):

- Two (2) sets – Fully dimensioned and labeled Site Plans (At least one set must be 11 x 17)
- Two (2) sets – Fully dimensioned and labeled Elevations (At least one set must be 11 x 17 and colored)
- Two (2) Sets – Fully dimensioned and labeled Floor Plans (At least one set must be 11 x 17)
- Application for Commercial/Industrial Waste Service signed by Valley Vista Services.

**All plans submitted with this application will be kept on file with this office.*



CITY OF INDUSTRY

APPLICATION FOR CONSTRUCTION/DEMOLITION WASTE & RECYCLING SERVICES

ALAN WONG
CELL (626) 283-2884
OFFICE (626) 765-9499

Applications will not be accepted without this form signed by Valley Vista Services and attached to the application. City of Industry Municipal Code requires every business to arrange for appropriate solid waste collection service with the City approved collector. The requirement applies to any permanent or temporary businesses operating in the City of Industry.

Valley Vista Services - (800) 442-6454
17445 RAILROAD STREET
CITY OF INDUSTRY, CA 91745

BUSINESS INFORMATION (please type or print clearly)

Business Name/DBA: Alfa, Fiat Puente Hills Phone: (626) 765-9499
Service Address: 17370 E Gale Ave. City of Industry, CA 91748
Street Zip

CONTRACTOR/PROJECT INFORMATION

Project Start Date: _____ Project Completion Date: _____ Contact Person: Teo Biocina/ Alan Wong
Lead Contractor: n/a Contact Phone Number: (626) 765-9499
Contractor Address (Billing): n/a
Estimate Material Types for Collection: _____

Payment of a deposit based on a waste flow projection is required before receiving a signature on this application. The waste flow projection will be based on the actual waste generation (volume) estimated during the course of the project. No Deposit shall be returned if self-hauling or unauthorized haulers are used on Project.

All delinquent charges and penalties imposed are deemed to be civil debts owed to the City by the customer and property owner, and may be collected by any available means, including the filing of a civil action.

Payment for service is the joint obligation of the customer and the property owner (if separate from the customer). In the case of non-payment by the customer, the owner of the property may be held responsible for payment and no new service may be established and no property related permit, approval or entitlement may be issued by the City until all delinquent amounts are paid.

BILLING DISPUTE PROCEDURES - Any customer who has been billed for service and desires to contest the extent, degree or reasonableness of the charges billed, must file a written statement of such protest with the collector and the City Manager's office within 30 days of the mailing of the disputed bill. The City Manager will review the accounts of customers who dispute collection charges within 30 days after receiving a written request for review. If an error is found after such review, the City or collector will promptly correct the error and, if required and at the City's sole discretion, the City or collector will either credit the customer's account or give the customer a refund.

OFFICE USE ONLY	
Recycling and solid waste collection services have been reviewed and/or arranged for by the above business.	
Project Description:	<u>Commercial Ti Project</u>
Scope of Services/Comments:	<u>See Reverse</u>
Approved by:	<u>[Signature]</u> <u>Joel Simon</u>
Account#:	<u>2743.34</u>
Date:	<u>4/27/2015</u>
Deposit Amount:	<u>2743.34</u>

Attachment 2

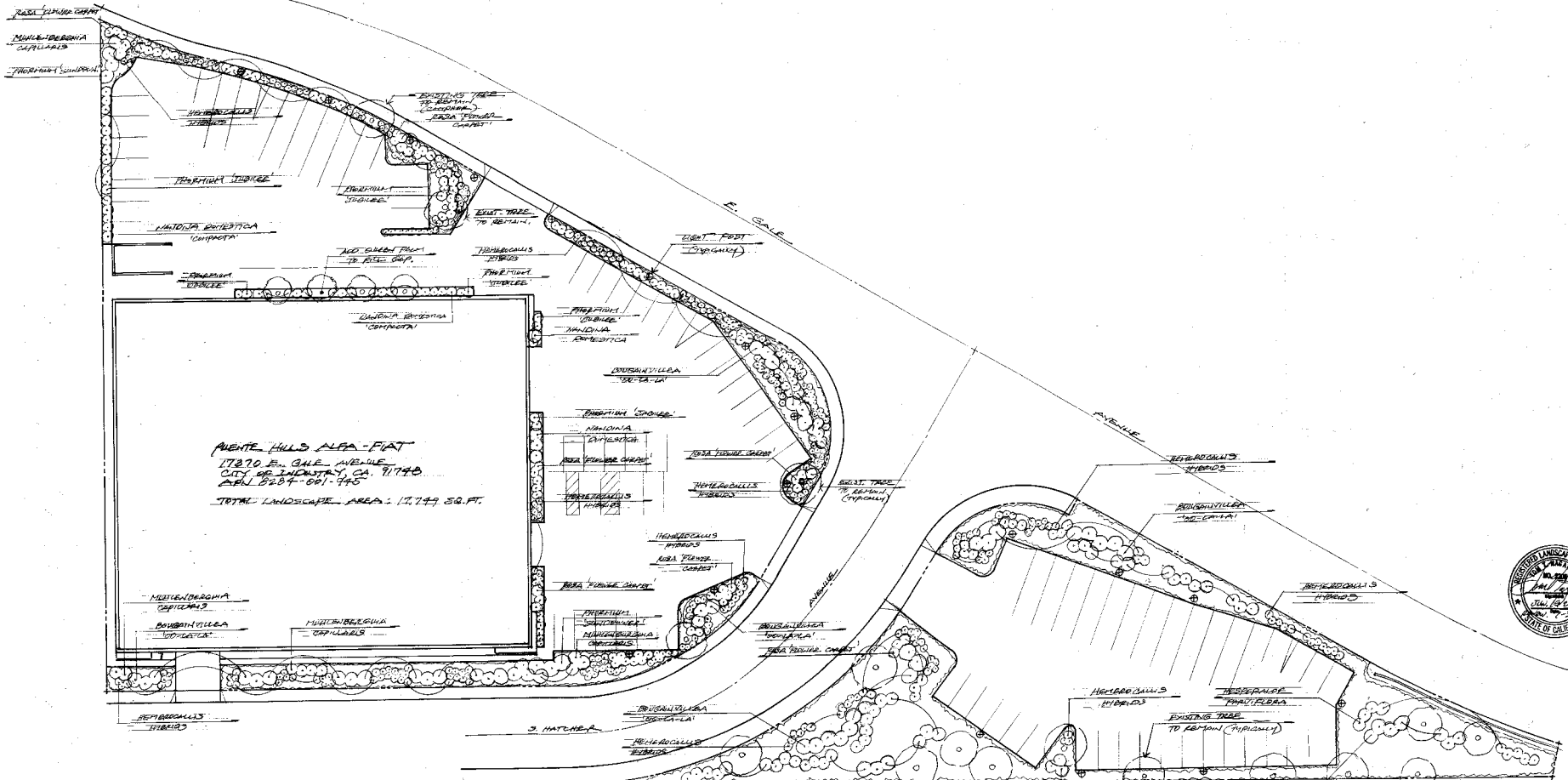
Proposed Site Plan

Attachment 3

Conceptual Landscape Plan

DP 15-9

Conceptual Landscape Plan



- ORIGINATOR'S NOTE:**
 SMALL PLANTS (3 INCHES OR LESS) SHALL BE PLANTED WITH 1/2 INCHES SPACING BETWEEN PLANTS (4:16)
 LARGE PLANTS (3' OR MORE IN HEIGHT) SHALL BE PLANTED WITH 3' SPACING BETWEEN PLANTS (4:16)
- IRRIGATION NOTE:**
 ALL PLANTS AND IRRIGATION SYSTEM SHALL BE INSTALLED USING 1/2 INCH OR MORE DIAMETER CONTROLLERS WITH 1/2 INCH OR MORE DIAMETER SCHEDULE 40 PIPING FOR IRRIGATION. ALL CALCULATIONS SHALL BE APPLIED FOR 100% EFFICIENCY.
- FINISHING NOTE:**
 FINISHING SHALL BE INSTALLED IN ALL PLANTED AREAS TO PREVENT UNNECESSARY EROSION LOSS AND WEED CONTROL.
- GENERAL NOTE:**
 THIS PRELIMINARY PLAN SHOWS A GENERAL VIEW OF THE LANDSCAPE INCLUDING TREE, SHRUB SPECIES SUCH AS SIZE, QUANTITY, QUALITY, COLOR, SELECTIONS SHALL BE GIVEN IN THE FINAL PLANTING PLAN.



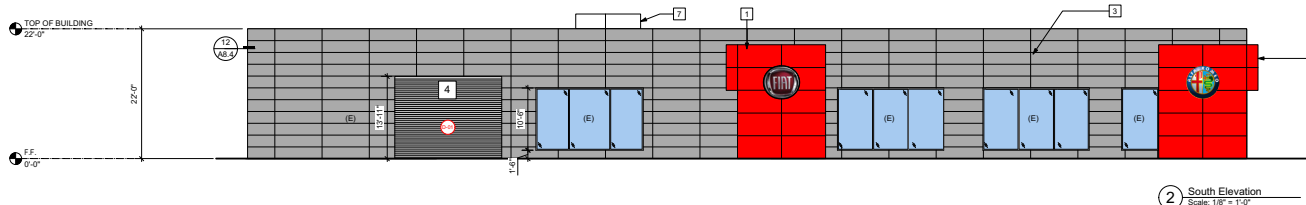
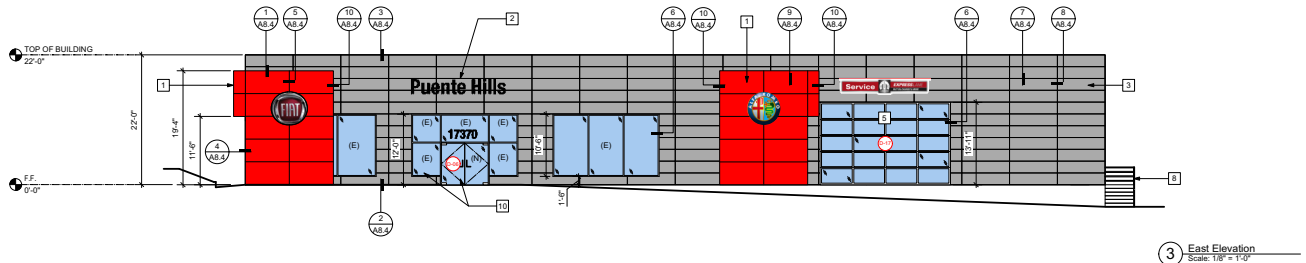
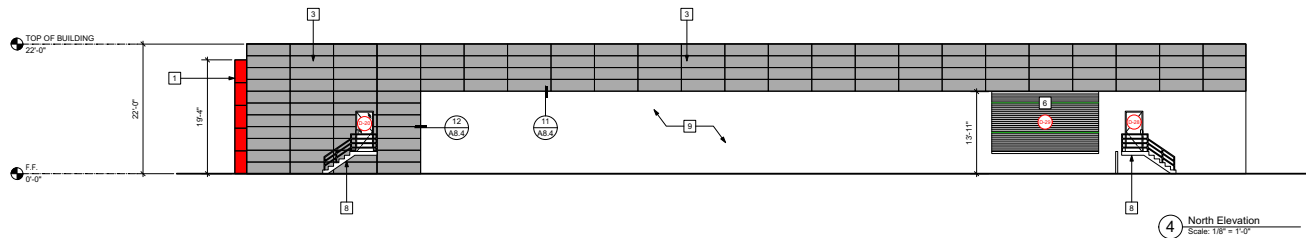
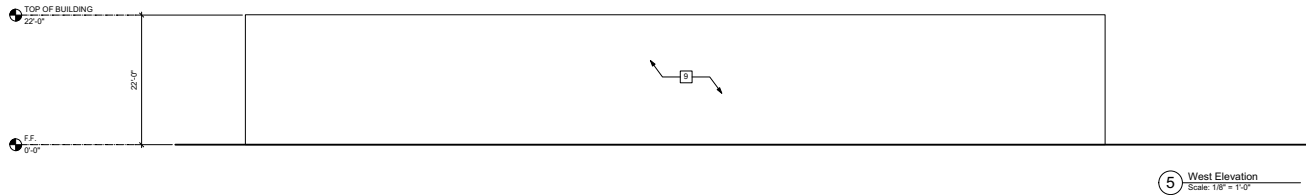
SCALE: 1" = 10'

 PROGRESS: PRELIMINARY 6-19-15 TNL

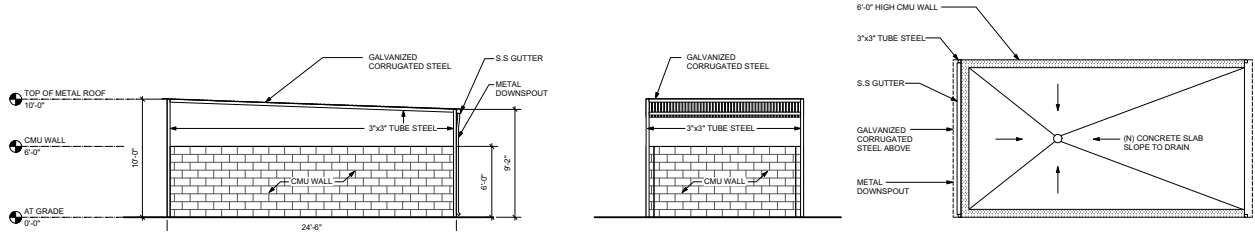
Attachment 4

Proposed Elevations

DP 15-9 Proposed Elevations



- 1 SIGN
- 2 NEW 2'X8' FIBER CEMENT PANELS BY AMERICAN FIBER CEMENT CORP.
- 3 NEW SERVICE ROLL-UP DOOR
- 4 NEW GLASS ROLL UP DOOR
- 5 EXISTING LOADING DOCK AND ROLL-UP DOOR
- 6 EXISTING AC UNIT ON ROOF
- 7 (E) EXIT STAIR
- 8 PAINT EXTERIOR _____ WALL
- 9 (N) STOREFRONT ENTRY

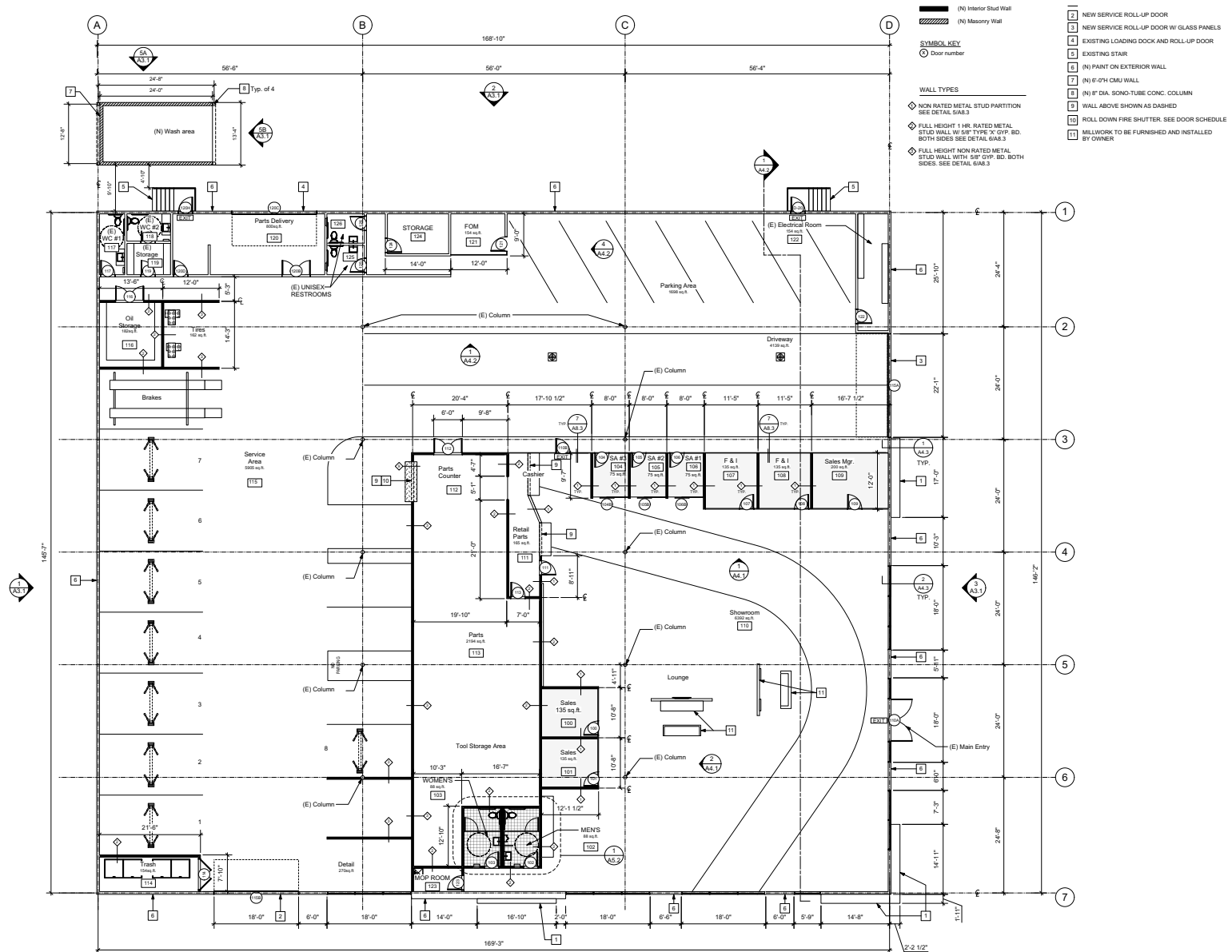


Attachment 5

Proposed Floor Plans

DP 15-9

Proposed Floor Plans



Attachment 6

Location Map

DP 15-9 Location Map



Attachment 7

Notice of Exemption

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: Development Plan 15-9

Project Location - Specific: 17370 Gale Avenue

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

Description of Project: Development Plan application 15-9 is to modify an existing building to make façade improvements, interior modifications, and other site improvements, and replace and update the landscaping to comply with current water efficiency standards.

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

Name of Person or Agency Carrying out Project: Flex Designs on behalf of Fiat of Puente Hills.

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: Section 15301 Class 1, which exempts the minor alteration of existing structures involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project would involve a façade remodel, interior improvements, and new landscaping to an existing but vacant automobile dealership.

Lead Agency

Contact Person: Brian James

Telephone: (626)333-2211

Signature: _____

Date: _____

Title: Planning Director

Attachment 8

Standard Requirements and Conditions of Approval



CITY OF INDUSTRY

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

Standard Requirements and Conditions of Approval

Application: Development Plan 15-9
Applicant: Flex Designs on behalf of Fiat of Puente Hills
Location: 17370 Gale Avenue

Conditions of Approval

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

1. Roof-top address numbers that would only be visible from the air shall be installed to assist air borne patrols. The numbering should be a minimum of 3 feet and of a color that contrasts with the roof.
2. Prior to occupying or improving the .53 acre parcel on the east side of Hatcher Avenue, the applicant must provide proof to the Planning Director that they have either purchased the property or have obtained approval to occupy and improve the property from the City.

Code Requirements and Standards

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

1. The approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.
2. In conformance with Chapter 13.18 of the Municipal Code, the applicant shall provide landscaping and automatic irrigation plans to be approved by the Planning Director prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
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. Depending upon the nature of the proposed use, the applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance from the City Engineer depending on the building use.
6. The applicant shall provide off-street parking as shown on the approved development plan.
7. The applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.
8. The applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up of utilities.
9. The applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
10. The applicant shall provide building plans to be approved prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans. (Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit.)
11. Demolition and construction operations shall be limited to the hours prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
12. Should archeological resources be uncovered during site preparation, grading, or excavation, work shall be stopped for a period not to exceed 14 days. The find shall be immediately evaluated for significance by a county-certified archaeologist. If the archaeological resources are found to be significant, the archaeologist shall perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; submit resources to the California State University Fullerton; and provide a comprehensive final report including appropriate records for the California Department of Parks and Recreation (Building, Structure, and Object Record; Archaeological Site Record; or District Record, as applicable).

Interpretation and Enforcement

1. The Planning Department, Engineering Department, and contract agencies (Los Angeles County Fire Department, Los Angeles Department of Building and Safety) shall be responsible for ensuring compliance with all applicable code requirements and conditions of approval.
2. The Planning Director may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original entitlement may be required pursuant to the provisions of Industry Municipal Code.

Indemnification and Hold Harmless Condition

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