

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

MARCH 28, 2019
9:00 AM



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

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

Addressing the City Council:

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (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 Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for March 28, 2019

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

5.2 Consideration of the minutes of March 14, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of a Professional Services Agreement with Hinderliter, De Llamas & Associates, Inc., for Sales and Use Tax Services

RECOMMENDED ACTION: Approve the Agreement.

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2019-12 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, TO AMEND THE BUDGET FOR FISCAL YEAR 2018-19

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-12.

6.2 Consideration of Resolution No. CC 2019-13 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, EXPRESSING THE INTENTION TO VACATE A PORTION OF OLD BREA CANYON ROAD IN THE CITY OF INDUSTRY AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON

RECOMMENDED ACTION: Approve Resolution No. CC 2019-13.

6.3 Consideration of Resolution No. CC 2019-14 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, EXPRESSING THE INTENTION TO VACATE FOUR PUBLIC SERVICE EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS 8719-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910 WITHIN THE CITY OF INDUSTRY AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON

RECOMMENDED ACTION: Approve Resolution No. CC 2019-14.

- 6.4 Consideration of Resolution No. CC 2019-15 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING AN AMENDMENT TO THE CITY’S EMPLOYEE HANDBOOK TO ADD A POLICY REGARDING ANNUAL PERFORMANCE REVIEWS

RECOMMENDED ACTION: Approve Resolution No. CC 2019-15.

- 6.5 Consideration of Amendment No. 1 to the Agreement for Consulting Services with Transportation & Energy Solutions, Inc., for On-Call Traffic Engineering Services, extending the Term through March 28, 2022

RECOMMENDED ACTION: Approve Amendment No. 1.

- 6.6 Consideration of Amendment No. 1 to the Professional Services Agreement with JMDiaz, Inc. for Engineering Staff Augmentation Services increasing the compensation by \$200,000 and extending the term to June 30, 2020

RECOMMENDED ACTION: Approve Amendment No. 1 and to appropriate \$200,000 to the General Fund.

- 6.7 Discussion and consideration of Housing Element Annual Progress Report

RECOMMENDED ACTION: Receive and file report.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: Concerned Citizens of City of Industry v. City of Industry, et al.

Los Angeles County Superior Court

Case No. BC700716

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Case: San Gabriel Valley Water and Power, LLC v. City of Industry, et al.

Superior Court of California, County of Los Angeles

Case No. BS174700

10.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code section 54956.9(d)(1)
Case: San Gabriel Valley Water and Power, LLC v. City of Chino Hills; et al
Superior Court of California, County of San Bernardino
Case No.: CIVDS 1904434

10.4 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
One potential case

10.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2): One potential case

10.6 CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to
Government Code Section 54956.8:

Property: 17351 Gale Avenue, City of Industry, CA, also
known as Assessor Parcel Numbers 8264-001-943,
8264-001-947, 8264-001-948, 8264-001-949.
17405-17435 Gale Avenue, City of Industry, CA also
known as Assessor Parcel Numbers 8264-001
112, 8264-001-128.
17245-17475 Gale Avenue, City of Industry, CA,
also known as Assessor Parcel Numbers 8264-
001-136, 8264-001-137.

Agency Negotiators: Troy Helling, City Manager
James M. Casso, City Attorney

Negotiating Parties: Robert Yu, R.Y. Properties, Inc.

Under Negotiation: Price and terms of payment

11. Adjournment. The next regular City Council Meeting will be Thursday, April 11,
2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF MARCH 28, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	2,035,996.07
103	PROP A FUND	4,379.77
120	CAPITAL IMPROVEMENT FUND	523,006.12
TOTAL ALL FUNDS		2,563,381.96

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	151,945.97
PROP/A	PROP A - CKING ACCOUNT	4,379.77
WK/TEM	WORKMAN/TEMPLE - CKING ACCOUNT	3,450.07
WFBK	WELLS FARGO - CKING ACCOUNT	2,403,606.15
TOTAL ALL BANKS		2,563,381.96

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1105	02/20/2019			
	Invoice	Date	Description	Amount
	MAR-APR2019	02/20/2019	MEDICAL PREMIUM REIMBURSEMENTS	\$26,238.54
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WT1106	02/22/2019			
	Invoice	Date	Description	Amount
	JANUARY 2019	02/22/2019	PARS CONTRIBUTIONS FOR JAN 2019	\$6,163.12
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WT1107	03/01/2019			
	Invoice	Date	Description	Amount
	MARCH 2019	03/01/2019	CALPERS MEDICAL PREMIUM FOR MAR 2019	\$44,544.31
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24422	03/14/2019			
	Invoice	Date	Description	Amount
	3/14/2019	03/14/2019	TRANSFER FUNDS-CRIA A/P	\$45,000.00
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24423	03/14/2019			
	Invoice	Date	Description	Amount
	3/14/19	03/14/2019	TRANSFER FUNDS-IPHMA A/P	\$30,000.00

Checks	Status	Count	Transaction Amount
	Total	5	\$151,945.97

CITY OF INDUSTRY

PROP A

March 28, 2019

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90054	03/14/2019		WALNUT VALLEY WATER DISTRICT	\$139.86
	Invoice	Date	Description	Amount
	3272446	03/06/2019	1/31-2/27/19 SVC-PLATFORM METROLINK BREA CYN	\$20.54
	3271522	03/05/2019	2/1-2/28/19 SVC-IRR METROLINK STA-SPANISH LN	\$119.32
90055	03/28/2019		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3525966	03/01/2019	DISP SVC-METROLINK	\$78.80
90056	03/28/2019		CNC ENGINEERING	\$601.25
	Invoice	Date	Description	Amount
	458274	03/14/2019	CITYWIDE ADA SELF EVAL/TRANSITION PLAN	\$231.25
	458289	03/14/2019	ANNUAL BUS STOP ADA IMPROVEMENTS	\$370.00
90057	03/28/2019		INDUSTRY SECURITY SERVICES	\$3,459.46
	Invoice	Date	Description	Amount
	14-23734	03/08/2019	SECURITY SVC-METROLINK	\$1,729.73
	14-23746	03/15/2019	SECURITY SVC-METROLINK	\$1,729.73
90058	03/28/2019		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	369705	02/26/2019	RR RENTAL-METROLINK	\$100.40
			Checks	Status
				Count
				Transaction Amount
			Total	5
				\$4,379.77

CITY OF INDUSTRY

WORKMAN TEMPLE

March 28, 2019

Check	Date		Payee Name	Check Amount
WRKTMPHM.WF.CHK - Workman Temple Homestead Chking				
1003	03/19/2019		HISTORICAL RESOURCES, INC.	\$3,450.07
	Invoice	Date	Description	Amount
	03/19/2019	03/19/2019	HISTORICAL COLLECTIBLES	\$3,450.07

Check	Status	Count	Transaction Amount
	Total	1	\$3,450.07

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70788	03/14/2019		SQUARE ROOT GOLF & LANDSCAPE,	\$173,320.67
	Invoice	Date	Description	Amount
	1408H-2	02/27/2019	GRAFFITI REMOVAL	\$730.46
	1405ELHM	02/27/2019	LANDSCAPE SVC-HOMESTEAD	\$25,684.02
	1404ELHM	02/27/2019	LANDSCAPE SVC-EL ENCANTO	\$10,004.80
	1403ELHM	02/27/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$6,940.00
	1406H	02/27/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$129,389.88
	1407H-1	02/27/2019	STREET SIGN REPAIR/INSTALLATION	\$571.51

Check	Status	Count	Transaction Amount
	Total	1	\$173,320.67

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70677	02/28/2019		03/13/2019 MICHAEL PARKER	(\$113.70)
	Invoice	Date	Description	Amount
	2/11/2019	02/11/2019	VOIDED-WRONG VENDOR	(\$113.70)

Check	Status	Count	Transaction Amount
	Total	1	(\$113.70)

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70800	03/07/2019			CATHERINE MARCUCCI	\$228.00
	Invoice	Date	Description	Amount	
	3/12-3/15/19	03/07/2019	TRAVEL ADVANCE-WASHINGTON DC ON 3/12-3/15/19	\$228.00	
70801	03/07/2019			CORY MOSS	\$228.00
	Invoice	Date	Description	Amount	
	3/12-3/15/19	03/07/2019	TRAVEL ADVANCE-WASHINGTON DC ON 3/12-3/15/19	\$228.00	
70802	03/07/2019			LUIS A. SOLORZANO	\$1,200.00
	Invoice	Date	Description	Amount	
	COI-01-022019	03/01/2019	LOGO DESIGN FOR TRES HERMANOS	\$1,200.00	
70803	03/07/2019			MEGAN'S WINGS	\$1,250.00
	Invoice	Date	Description	Amount	
	3/7/2019	03/07/2019	SPONSORSHIP(POT OF GOLD UPGRADE) FOR ST	\$1,250.00	
70804	03/13/2019			BMS CAT OF SOUTHERN	\$113.70
	Invoice	Date	Description	Amount	
	2/11/2019	02/11/2019	REFUND-CERTIFICATE OF OCCUPANCY NOT TOBE	\$113.70	
70805	03/14/2019			FRONTIER	\$1,106.47
	Invoice	Date	Description	Amount	
	2019-00001273	03/01/2019	03/01-03/31/19 SVC - VARIOUS SITES	\$906.41	
	2019-00001274	03/02/2019	03/02-04/01/19 SVC - IH GOLF COURSE FUEL PUMP	\$144.99	
	2019-00001275	03/02/2019	03/02-04/01/19 SVC - 1015 NOGALES ST	\$55.07	
70806	03/14/2019			ROWLAND WATER DISTRICT	\$1,214.49

**CITY OF INDUSTRY
WELLS FARGO BANK**

March 28, 2019

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2019-00001276	02/27/2019	01/14-02/13/19 SVC - HURLEY ST & VALLEY BLVD	\$306.53
	2019-00001277	02/27/2019	01/14-02/13/19 SVC - 18044 ROWLAND ST	\$59.45
	2019-00001278	02/27/2019	01/14-02/13/19 SVC - 17401 E VALLEY BLVD	\$327.75
	2019-00001279	02/27/2019	01/14-02/13/19 SVC - 930 S AZUSA AVE	\$407.33
	2019-00001280	02/27/2019	01/16-02/14/19 SVC - AZUSA AVE	\$53.98
	2019-00001281	02/27/2019	01/16-02/14/19 SVC - AZUSA AVE - CENTER	\$59.45
70807	03/14/2019		SAN GABRIEL VALLEY WATER CO.	\$3,854.64
	Invoice	Date	Description	Amount
	2019-00001261	02/27/2019	01/28-02/26/19 SVC - IRRG SALT LAKE/SEVENTH	\$189.86
	2019-00001262	02/27/2019	01/28-02/26/19 SVC - PELLISSIER	\$353.29
	2019-00001263	02/27/2019	01/28-02/26/19 SVC - PECK/UNION PACIFIC BRIDGE	\$408.92
	2019-00001264	02/27/2019	01/28-02/26/19 SVC - PELLISSIER	\$326.85
	2019-00001265	02/27/2019	01/28-02/26/19 SVC - PELLISSIER	\$257.84
	2019-00001266	02/27/2019	01/28-02/26/19 SVC - STA 111-50 CROSSROADS PKY	\$134.22
	2019-00001267	02/27/2019	01/28-02/26/19 SVC - STA 129-00 CROSSROADS PKY	\$292.86
	2019-00001268	02/27/2019	01/28-02/26/19 SVC - CROSSROADS PKY NORTH	\$216.30
	2019-00001269	02/27/2019	01/28-02/26/19 SVC - CROSSROADS PKY SOUTH	\$178.53
	2019-00001270	02/27/2019	01/28-02/26/19 SVC - STA 103-80 CROSSROADS PKY	\$115.34
	2019-00001271	02/27/2019	01/28-02/26/19 SVC - CROSSROADS PKY SOUTH	\$204.96
	2019-00001272	02/27/2019	01/28-02/26/19 SVC - S/E COR OF PELLISSIER	\$1,175.67
70808	03/14/2019		SO CALIFORNIA EDISON COMPANY	\$4,538.49
	Invoice	Date	Description	Amount
	2019-00001282	02/27/2019	01/24-02/25/19 SVC - BREA CYN RD-VARIOUS SITES	\$1,208.58
	15660STAFF-FEB19	02/28/2019	01/28-02/27/19 SVC - 15660 STAFFORD ST	\$1,318.75
	2019-00001283	02/28/2019	01/28-02/27/19 SVC - 205 N HUDSON AVE	\$204.02
	2019-00001284	02/28/2019	12/27-02/27/19 SVC - 137 N HUDSON AVE	\$800.12
	2019-00001285	03/01/2019	01/28-02/27/19 SVC - 5010 ENGLISH	\$158.50

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00001286	03/02/2019	02/01-03/01/19 SVC - VARIOUS SITES	\$88.90
	2019-00001287	03/02/2019	02/01-03/01/19 SVC - NOGALES ST / SAN JOSE AVE	\$464.36
	2019-00001288	03/02/2019	02/01-03/01/19 SVC - GALE AVE / L STREET	\$35.50
	2019-00001289	03/02/2019	02/01-03/01/19 SVC - 1 VALLEY/AZUSA OL1	\$15.89
	2019-00001290	03/08/2019	02/05-03/07/19 SVC - 1123 HATCHER AVE STE A	\$243.87
70809	03/14/2019		SOCALGAS	\$317.54
	Invoice	Date	Description	Amount
	2019-00001291	02/26/2019	01/23-02/22/19 SVC - 15415 DON JULIAN RD	\$270.43
	2019-00001292	03/05/2019	01/30-03/01/19 SVC - 710 NOGALES ST	\$14.79
	2019-00001293	03/05/2019	01/30-03/01/19 SVC - 1015 NOGALES ST STE 101	\$15.46
	2019-00001294	03/07/2019	02/01-03/05/19 SVC - 1 INDUSTRY HILLS PKWY	\$16.86
70810	03/14/2019		SUBURBAN WATER SYSTEMS	\$477.71
	Invoice	Date	Description	Amount
	180061045333	02/21/2019	01/23-02/21/19 SVC - 205 HUDSON AV	\$36.15
	180021578504	02/26/2019	01/24-02/25/19 SVC - AZUSA & GEMINI	\$200.36
	180021580899	03/04/2019	02/05-03/04/19 SVC - NE CNR VALLEY/STIMS	\$241.20
70811	03/14/2019		VERIZON WIRELESS - LA	\$1,436.39
	Invoice	Date	Description	Amount
	9825003006	02/26/2019	01/27-02/26/19 SVC - VARIOUS WIRELESS SVC	\$1,436.39
70812	03/14/2019		WALNUT VALLEY WATER DISTRICT	\$2,029.19
	Invoice	Date	Description	Amount
	3271551	03/05/2019	02/01-02/28/19 SVC - IRR 820 FAIRWAY DR	\$187.10
	3271603	03/05/2019	02/01-02/28/19 SVC - LEMON AVE N OF CURRIER RD	\$48.44
	3271637	03/05/2019	02/01-02/28/19 SVC - BREA CYN RD & OLD RANCH RD	\$39.04

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3271653	03/05/2019		02/01-02/28/19 SVC - FERRERO & GRAND EAST RAMP	\$514.22
3271699	03/05/2019		02/01-02/28/19 SVC - 21350 VALLEY-MEDIAN	\$27.76
3271700	03/05/2019		02/01-02/28/19 SVC - GRAND CROSSING EAST	\$33.40
3271701	03/05/2019		02/01-02/28/19 SVC - GRAND CROSSING WEST	\$57.84
3271702	03/05/2019		02/01-02/28/19 SVC - BAKER PKWY & GRAND N/W CNR	\$179.58
3271709	03/05/2019		02/01-02/28/19 SVC - E/S GRAND S/O BAKER PKWY	\$185.22
3271715	03/05/2019		02/01-02/28/19 SVC - BREA CYN N OF RR TRKS	\$112.66
3271716	03/05/2019		02/01-02/28/19 SVC - BREA CYN OF CURRIER	\$26.18
3271718	03/05/2019		02/01-02/28/19 SVC - 60 FWY INTERCHANGE FAIRWAY	\$20.54
3271737	03/05/2019		02/01-02/28/19 SVC - END OF BAKER PKWY-TEMP	\$489.65
3272427	03/06/2019		01/31-02/27/19 SVC - PUMP STN N/W CHERYL	\$25.88
3272447	03/06/2019		01/31-02/27/19 SVC - PUMP STATION BREA CYN	\$20.54
3272672	03/06/2019		01/31-02/27/19 SVC - NOGALES PUMP STN	\$61.14
70813	03/19/2019		WELLS FARGO	\$3,288.46
	Invoice	Date	Description	Amount
	2019-00001302	03/03/2019	CREDIT CARD EXPENSE P/E 3/3/19	\$3,288.46
70814	03/20/2019		AT & T	\$9.01
	Invoice	Date	Description	Amount
	2019-00001303	03/01/2019	03/01-03/31/19 SVC - CITY WHITE PAGES	\$9.01
70815	03/20/2019		FRONTIER	\$75.40
	Invoice	Date	Description	Amount
	841 7TH-FEB19	02/10/2019	01/10-02/10/19 SVC - FINAL BILL-841 S. 7TH AVE	\$75.40
70816	03/20/2019		SO CALIFORNIA EDISON COMPANY	\$4,354.76
	Invoice	Date	Description	Amount
	2019-00001304	03/07/2019	02/01-03/05/19 SVC - 15625 STAFFORD ST	\$3,713.72

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00001305	03/08/2019	02/05-03/07/19 SVC - 1135 HATCHER AVE	\$204.41
	2019-00001306	03/09/2019	02/05-03/07/19 SVC - VARIOUS SITES	\$78.49
	2019-00001307	03/09/2019	01/05-03/05/19 SVC - 133 N. AZUSA AVE	\$358.14
70817	03/20/2019		SOCALGAS	\$1,999.53
	Invoice	Date	Description	Amount
	2019-00001308	03/11/2019	02/05-03/07/19 SVC - 15651 STAFFORD ST	\$437.12
	2019-00001309	03/11/2019	02/05-03/07/19 SVC - 15625 STAFFORD ST APT A	\$485.84
	2019-00001310	03/11/2019	02/05-03/07/19 SVC - 15625 STAFFORD ST APT B	\$655.14
	2019-00001311	03/11/2019	02/05-03/07/19 SVC - 15633 RAUSCH RD	\$421.43
70818	03/20/2019		VERIZON BUSINESS	\$182.93
	Invoice	Date	Description	Amount
	07817230	03/10/2019	02/01-02/28/19 SVC - VARIOUS SITES	\$46.64
	07817231	03/10/2019	02/01-02/28/19 SVC - VARIOUS SITES	\$136.29
70819	03/20/2019		WALNUT VALLEY WATER DISTRICT	\$569.93
	Invoice	Date	Description	Amount
	3271672	03/05/2019	02/01-02/28/19 SVC - BAKER PKWY METER #1	\$83.41
	3271673	03/05/2019	02/01-02/28/19 SVC - BAKER PKWY METER #2	\$82.70
	3271679	03/05/2019	02/01-02/28/19 SVC - GRAND AVE CROSSING	\$80.55
	3271680	03/05/2019	02/01-02/28/19 SVC - GRAND AVE CROSSING	\$79.84
	3271682	03/05/2019	02/01-02/28/19 SVC - 22002 VALLEY BLVD	\$25.88
	3271743	03/05/2019	02/01-02/28/19 SVC - 21627 GRAND CROSSING PKWY	\$79.84
	3271744	03/05/2019	02/01-02/28/19 SVC - 21627 GRAND CROSSING PKWY	\$137.71

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70820	03/28/2019			AIR-BREE, INC	\$1,320.00
	Invoice	Date	Description	Amount	
	1190228930	02/28/2019	INSTALL NEW A/C-TONNER CYN	\$1,320.00	
70821	03/28/2019			ANNEALTA GROUP	\$71,079.00
	Invoice	Date	Description	Amount	
	1372	03/13/2019	18731 RAILROAD ST	\$624.00	
	1373	03/13/2019	250 TURNBULL CYN RD	\$94.00	
	1371	03/13/2019	18009 GALE AVE	\$2,209.00	
	1369	03/13/2019	13530 NELSON AVE	\$1,248.00	
	1366	03/13/2019	GENERAL DEVELOPMENT SVC-FEB 2019	\$46,992.50	
	1365	03/13/2019	GENERAL PLANNING SVC-FEB 2019	\$19,911.50	
70822	03/28/2019			ARAMARK REFRESHMENT SERVICE,	\$119.85
	Invoice	Date	Description	Amount	
	6928318	03/12/2019	COFFEE/OFFICE SUPPLIES	\$119.85	
70823	03/28/2019			AREA D	\$900.00
	Invoice	Date	Description	Amount	
	1811	03/04/2019	DUES FY 2018/2019	\$900.00	
70824	03/28/2019			B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount	
	96	02/28/2019	MAINT SVC-MAR 2019	\$14,580.00	
70825	03/28/2019			BRYAN PRESS	\$44.33

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	0081041	02/22/2019	BUSINESS CARDS-L. HUDSON	\$44.33
70826	03/28/2019		CARLSON, CALLADINE & PETERSON,	\$37,213.85
	Invoice	Date	Description	Amount
	20917	03/13/2019	LEGAL SVC-FEB 2019	\$37,213.85
70827	03/28/2019		CASC ENGINEERING AND	\$4,105.00
	Invoice	Date	Description	Amount
	40354R	01/31/2019	NPDES CONSULTING-COI	\$4,105.00
70828	03/28/2019		CINTAS CORPORATION LOC 693	\$111.20
	Invoice	Date	Description	Amount
	693193704	03/04/2019	DOOR MATS	\$55.60
	693195719	03/11/2019	DOOR MATS	\$55.60
70829	03/28/2019		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	3521219	02/28/2019	DISP SVC-3226 GILMAN RD	\$84.51
	3521220	02/28/2019	DISP SVC-16000 TEMPLE AVE	\$140.85
	3521221	02/28/2019	DISP SVC-14362 PROCTOR AVE	\$84.51
	3521222	02/28/2019	DISP SVC-15710 NELSON AVE	\$28.17
	3521223	02/28/2019	DISP SVC-15702 NELSON AVE	\$28.17
	3521224	02/28/2019	DISP SVC-507 TURNBULL CYN RD	\$56.34
	3521225	02/28/2019	DISP SVC-15730 NELSON AVE	\$28.17
	3521226	02/28/2019	DISP SVC-15644 NELSON AVE	\$28.17

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WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3521227	02/28/2019	DISP SVC-15626 NELSON AVE	\$28.17
3521228	02/28/2019	DISP SVC-629 GIANO AVE	\$56.34
3521229	02/28/2019	DISP SVC-754 S 5TH AVE	\$56.34
3521230	02/28/2019	DISP SVC-210 S 9TH AVE	\$56.34
3521231	02/28/2019	DISP SVC-16020 HILL ST	\$28.17
3521232	02/28/2019	DISP SVC-15736 NELSON AVE	\$28.17
3521233	02/28/2019	DISP SVC-15634 NELSON AVE	\$28.17
3521234	02/28/2019	DISP SVC-257 TURNBULL CYN RD	\$42.26
3521235	02/28/2019	DISP SVC-643 GIANO AVE	\$56.34
3521236	02/28/2019	DISP SVC-15151 PROCTOR AVE	\$84.51
3521237	02/28/2019	DISP SVC-15157 WALBROOK DR	\$28.17
3521238	02/28/2019	DISP SVC-16000 HILL ST	\$28.17
3521239	02/28/2019	DISP SVC-16010 HILL ST	\$56.34
3521240	02/28/2019	DISP SVC-16014 HILL ST	\$28.17
3521241	02/28/2019	DISP SVC-16229 HANDORF RD	\$28.17
3521242	02/28/2019	DISP SVC-16242 HANDORF RD	\$56.34
3521243	02/28/2019	DISP SVC-16220 HARDORF RD	\$84.51
3521244	02/28/2019	DISP SVC-16218 HANDORF RD	\$28.17
3521245	02/28/2019	DISP SVC-16217 HANDORF RD	\$56.34
3521246	02/28/2019	DISP SVC-16227 HANDORF RD	\$28.17
3521247	02/28/2019	DISP SVC-16238 HANDORF RD	\$28.17
3521248	02/28/2019	DISP SVC-16224 HANDORF RD	\$28.17
3521249	02/28/2019	DISP SVC-15714 NELSON AVE	\$28.17
3521250	02/28/2019	DISP SVC-15652 NELSON AVE	\$28.17
3521251	02/28/2019	DISP SVC-134 TURNBULL CYN RD	\$28.17
3521252	02/28/2019	DISP SVC-14063 PROCTOR AVE	\$84.51

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3521253	02/28/2019	DISP SVC-20137 E WALNUT DR	\$28.17
	3521254	02/28/2019	DISP SVC-15722 NELSON AVE	\$28.17
	3521255	02/28/2019	DISP SVC-17229 CHESTNUT ST	\$84.51
	3521256	02/28/2019	DISP SVC-130 TURNBULL CYN RD	\$28.17
	3521257	02/28/2019	DISP SVC-132 TURNBULL CYN RD	\$28.17
	3521258	02/28/2019	DISP SVC-138 TURNBULL CYN RD	\$28.17
	3521259	02/28/2019	DISP SVC-15236 VALLEY BLVD	\$169.02
	3521260	02/28/2019	DISP SVC-16200 TEMPLE AVE	\$84.51
	3521261	02/28/2019	DISP SVC-14310 PROCTOR AVE	\$84.51
	3521262	02/28/2019	DISP SVC-16212 TEMPLE AVE	\$84.51
70830	03/28/2019		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R PE 3/8/19	03/14/2019	REIMBURSE PAYROLL PE 3/8/19	\$100,000.00
70831	03/28/2019		CITY OF INDUSTRY-PETTY CASH	\$680.64
	Invoice	Date	Description	Amount
	3/14/19	03/14/2019	REIMBURSE PETTY CASH FOR PERIOD 10/31/18-	\$680.64
70832	03/28/2019		CITY OF INDUSTRY-REFUSE	\$8,486.29
	Invoice	Date	Description	Amount
	3526390	03/01/2019	DISP SVC-CITY BUS STOPS	\$4,376.33
	3526121	03/01/2019	DISP SVC-205 HUDSON AVE	\$192.82
	3525907	03/01/2019	DISP SVC-TONNER CYN (CAMP COURAGE)	\$300.00
	3527346	02/28/2019	DISP SVC-1123 HATCHER AVE	\$2,819.72
	3525906	03/01/2019	DISP SVC-TONNER CYN (MAINT YD)	\$484.00

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	3525905	03/01/2019	DISP SVC-CITY HALL	\$313.42
70833	03/28/2019		CNC ENGINEERING	\$209,517.88
	Invoice	Date	Description	Amount
	458266	03/14/2019	EMERGENCY STANDBY POWER GENERATOR	\$6,645.00
	458267	03/14/2019	ELECTRIC VEHICLE CHARGING STATION	\$832.50
	458268	03/14/2019	RESURFACING DESIGN EXPO CENTER PARKING LOT	\$19,037.50
	458269	03/14/2019	EXPO CENTER MAINT GATE	\$7,847.50
	458270	03/14/2019	AVALON ROOM DESIGN	\$46.25
	458271	03/14/2019	PATIO CAFE DESIGN	\$46.25
	458272	03/14/2019	METROLINK STATION VIDEO SECURITY SYSTEM	\$280.00
	458273	03/14/2019	HATCHER YARD FACILITY DEMO	\$555.00
	458275	03/14/2019	HATCHER WAREHOUSE AS BUILT PREPARATION	\$185.00
	458276	03/14/2019	CITYWIDE SIGNAGE UPDATE	\$1,820.00
	458277	03/14/2019	SITE PLAN FOR SHERIFF TRAILER	\$6,587.50
	458279	03/14/2019	FOUR GRADE SEPARATION PUMP STATIONS	\$1,665.00
	458280	03/14/2019	INDUSTRY HILLS TRAIL GRADING	\$1,542.50
	458281	03/14/2019	INDUSTRY HILLS TRAILS LIGHTING	\$3,130.00
	458282	03/14/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$1,700.12
	458283	03/14/2019	CATCH BASIN RETROFITS	\$185.00
	458284	03/14/2019	KELLA AVE STORM DRAIN	\$740.00
	458285	03/14/2019	SEWER DESIGN EXPO CENTER	\$4,510.00
	458286	03/14/2019	FULLERTON RD PCC	\$925.00
	458287	03/14/2019	ANNUAL SLURRY SEAL	\$5,985.00
	458288	03/14/2019	RESURFACING OF DON JULIAN	\$1,842.50
	458290	03/14/2019	STARHILL LANE/3RD AVE WATERLINE	\$80.00

**CITY OF INDUSTRY
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
458291	03/14/2019	4TH AVE AND TRAILSIDE WATERLINE	\$9,830.00
458292	03/14/2019	GENERAL ENGINEERING-PLAN APPROVAL	\$4,906.25
458293	03/14/2019	GENERAL ENGINEERING-TRAFFIC	\$16,875.00
458294	03/14/2019	GENERAL ENGINEERING-COUNTER SVC	\$2,376.25
458295	03/14/2019	GENERAL ENGINEERING-PERMITS	\$20,773.75
458296	03/14/2019	WALNUT DR SOUTH WIDENING	\$3,075.00
458297	03/14/2019	ARENTH AVE RECONSTRUCTION	\$3,897.50
458298	03/14/2019	205 HUDSON AVE BLDG	\$1,810.00
458299	03/14/2019	GENERAL ENGINEERING 2/25-3/10/19	\$61,670.03
458302	03/14/2019	EXPO CENTER STANDARDS OF FACILITY MAINT	\$5,545.00
458313	03/14/2019	INDUSTRY HILLS FUEL TANK DISPENSING	\$862.50
042019	03/12/2019	MEALS/WHEELS RENT-APR 2019	\$5,000.00
458306	03/14/2019	TRES HERMANOS GENERAL ENGINEERING	\$6,172.50
458217	02/28/2019	TRES HERMANOS GENERAL ENGINEERING	\$536.48
70834	03/28/2019	CNC ENGINEERING	\$76,611.25
Invoice	Date	Description	Amount
458278	03/14/2019	EL ENCANTO CARPET IMPROVEMENTS	\$46.25
458300	03/14/2019	NPDES STORM WATER	\$9,806.25
458301	03/14/2019	TONNER CYN PROPERTY	\$535.00
458303	03/14/2019	CIWS MGMT AND OPERATION	\$235.00
458304	03/14/2019	CHINO RANCH #1 DAM RENOVATION	\$2,956.25
458305	03/14/2019	VARIOUS CITY PAID EXPENSE-TRES HERMANOS	\$470.00
458307	03/14/2019	CITY HALL MAINT	\$3,752.50
458308	03/14/2019	HOMESTEAD MUSEUM IMPROVEMENTS	\$777.50
458309	03/14/2019	STIMSON AVE CROSSING AT LA SUBDIVISION	\$370.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
458311	03/14/2019		SAN JOSE AVE RECONSTRUCTION	\$4,340.00
458312	03/14/2019		TRAFFIC SIGNAL AT NELSON/SUNSET	\$1,790.00
458314	03/14/2019		SIXTH AVE RECONSTRUCTION	\$185.00
458315	03/14/2019		HIGHWAY BRIDGE PROGRAM	\$508.75
458316	03/14/2019		FISCAL YEAR BUDGET	\$5,775.00
458317	03/14/2019		ROWLAND ST RECONSTRUCTION	\$165.00
458318	03/14/2019		BUSINESS PKY PCC PAVEMENT	\$5,390.00
458319	03/14/2019		AZUSA AVE & TEMPLE AVE INTERSECTION	\$3,052.50
458320	03/14/2019		FOLLOW'S CAMP PROPERTY	\$2,310.00
458321	03/14/2019		VAROUS ASSIGNMENTS RELATED TO SA	\$7,707.50
458322	03/14/2019		NELSON AVE/PUENTE AVE WIDENING	\$95.00
458323	03/14/2019		ARENTH AVE ST LIGHT PROJECT	\$185.00
458324	03/14/2019		CARTEGRAPH MGMT	\$18,487.50
458325	03/14/2019		EAST END DEV-GRAND AVE BRIDGE WIDENING	\$1,127.50
458326	03/14/2019		FULLERTON RD GRADE SEPARATION	\$2,775.00
458327	03/14/2019		FAIRWAY DR GRADE SEPARATION	\$1,110.00
458328	03/14/2019		TURNBULL CYN RD GRADE SEPARATION	\$2,328.75
458329	03/14/2019		CITY ST LIGHT PURCHASE	\$330.00
70835	03/28/2019		COMFORT SYSTEMS USA	\$1,973.83
	Invoice	Date	Description	Amount
	92004983	03/13/2019	A/C MAINT-EL ENCANTO	\$1,973.83
70836	03/28/2019		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81947107	02/28/2019	GEOGRAPHIC PKG-FEB 2019	\$192.50

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70837	03/28/2019		COUNTY OF LA DEPT OF PUBLIC	\$61,315.35
	Invoice	Date	Description	Amount
	PW-19021103651	02/11/2019	PAVEMENT PATCHING	\$15,581.94
	PW-19021103650	02/11/2019	STORM DRAIN MAINT	\$7,677.26
	PW-19021103652	02/11/2019	STREET MIANT/INSPECTION	\$1,297.27
	PW-19021103653	02/11/2019	EMERGENCY ROAD SVC	\$89.62
	PW-19021103666	02/11/2019	TRAFFIC SIGNING	\$49.17
	PW-19021103646	02/11/2019	PUMP HOUSE MAINT	\$1,372.71
	PW-19021103649	02/11/2019	CONCRETE REPAIRS	\$334.40
	PW-19021103648	02/11/2019	LITTER/DEBRIS REMOVAL	\$354.46
	PW-19021103897	02/11/2019	TRAFFIC SIGNAL MAINT	\$8,359.58
	PW-19021103896	02/11/2019	TRAFFIC SIGNAL MAINT	\$15,056.05
	PW-19021103647	02/11/2019	STORM DAMAGE RESPONSE	\$9,841.33
	PW-19021103687	02/11/2019	INSTALL EVP EQUIPMENT	\$1,301.56
70838	03/28/2019		CREATIVE IMAGE PRODUCTS	\$16.43
	Invoice	Date	Description	Amount
	1533	02/27/2019	NAMEPLATE-P. FERRERO	\$16.43
70839	03/28/2019		DANIEL HENRY	\$39.52
	Invoice	Date	Description	Amount
	3/4/2019	03/04/2019	REFUND-PERMIT DENIED BY CITY	\$39.52
70840	03/28/2019		DAPEER, ROSENBLIT, AND LITVAK,	\$5,189.93
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	15598	02/28/2019	SPECIALIZED LEGAL SVC-FEB 2019	\$5.20
	15597	02/28/2019	SPECIALIZED LEGAL SVC-FEB 2019	\$660.50
	15596	02/28/2019	LEGAL SVC-CODE ENFORCEMENT	\$4,524.23
70841	03/28/2019		DEPT OF TRANSPORTATION	\$403,174.00
	Invoice	Date	Description	Amount
	19006115	02/28/2019	COOP 4959, SB GRAND AVE TO WB SR-60 ON-RAMP	\$116,071.45
	19006119	02/28/2019	COOP 4959, SB GRAND AVE TO WB SR-60 ON-RAMP	\$40,145.31
	19006117	02/28/2019	COOP 4959, SB GRAND AVE TO WB SR-60 ON-RAMP	\$149,379.81
	19006120	02/28/2019	COOP 4959, SB GRAND AVE TO WB SR-60 ON-RAMP	\$97,577.43
70842	03/28/2019		DIRECTV - FOR BUSINESS	\$158.88
	Invoice	Date	Description	Amount
	35966709912	03/01/2019	RECEIVER/RSN FEES FOR 12 MONTHS	\$158.88
70843	03/28/2019		EBERHARD EQUIPMENT	\$337.30
	Invoice	Date	Description	Amount
	80751	02/19/2019	PARTS TO REPAIR EQUIP AT HATCHER YD	\$337.30
70844	03/28/2019		EGOSCUE LAW GROUP, INC.	\$1,237.50
	Invoice	Date	Description	Amount
	12229	03/04/2019	LEGAL SVC-FOLLOW'S CAMP	\$1,237.50
70845	03/28/2019		FEDERAL EXPRESS CORP.	\$212.79
	Invoice	Date	Description	Amount
	6-483-09951	03/08/2019	MESSENGER SVC	\$212.79

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70846	03/28/2019		FORWARD ASSIST TRAINING LLC	\$500.00
	Invoice	Date	Description	Amount
	STB00301	03/13/2019	STOP THE BLEED SEMINAR ON 3/11/19	\$500.00
70847	03/28/2019		FRAZER, LLP	\$22,310.00
	Invoice	Date	Description	Amount
	159378	02/28/2019	SA-PROF SVC FOR FEB 2019	\$2,400.00
	159384	02/28/2019	COI-PROF SVC FOR FEB 2019	\$19,910.00
70848	03/28/2019		FUEL PROS, INC.	\$316.25
	Invoice	Date	Description	Amount
	41357	03/08/2019	IH FUEL STATION MAINT	\$316.25
70849	03/28/2019		GMS ELEVATOR SERVICES, INC	\$138.00
	Invoice	Date	Description	Amount
	95862	03/01/2019	ELEVATOR MAINT-CITY HALL	\$138.00
70850	03/28/2019		HADDICK'S AUTO BODY	\$2,038.26
	Invoice	Date	Description	Amount
	048051	03/04/2019	SMOG REPORTS	\$750.00
	048048	03/04/2019	AUTO MAINT-LIC 1356177	\$56.86
	048047	03/04/2019	AUTO MAINT-LIC 1166174	\$89.25
	048046	03/04/2019	AUTO MAINT-LIC 1094930	\$14.02
	048044	03/04/2019	AUTO MAINT-LIC 1279616	\$744.13
	048043	03/04/2019	AUTO MAINT-LIC 7EAL475	\$184.00
	H-84019	03/02/2019	TOWING SVC-LIC 1279616	\$200.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70851	03/28/2019		INDUSTRY BUSINESS COUNCIL	\$136,107.42
	Invoice	Date	Description	Amount
	FEBRUARY 2019	03/14/2019	EXPENSE REIMBURSEMENT-FEB 2019	\$63,549.10
	JANUARY 2019	03/14/2019	EXPENSE REIMBURSEMENT-JAN 2019	\$72,558.32
70852	03/28/2019		INDUSTRY SECURITY SERVICES	\$8,748.48
	Invoice	Date	Description	Amount
	14-23742	03/15/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
	14-23731	03/08/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
70853	03/28/2019		INDUSTRY SECURITY SERVICES	\$23,342.76
	Invoice	Date	Description	Amount
	14-23737	03/15/2019	SECURITY SVC 3/8-3/14/19	\$11,610.92
	14-23726	03/08/2019	SECURITY SVC 3/1-3/7/19	\$11,731.84
70854	03/28/2019		INDUSTRY TIRE SERVICE	\$35.00
	Invoice	Date	Description	Amount
	0287288	03/05/2019	REPAIR LOOSE TIRE	\$35.00
70855	03/28/2019		JEFF PARRIOTT PHOTOGRAPHIC	\$5,941.25
	Invoice	Date	Description	Amount
	00552	02/20/2019	PROF SVC-HOMESTEAD	\$5,941.25
70856	03/28/2019		JMDiaz, Inc.	\$30,961.18
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	027(19-026)	02/28/2019	STAFF AUGMENTATION-FEB 2019	\$30,961.18
70857	03/28/2019		KATHERINE OR VINCENT LAU	\$40.00
	Invoice	Date	Description	Amount
	3/6/2019	03/06/2019	REFUND-CITATION ID144489	\$40.00
70858	03/28/2019		KLEINFELDER, INC.	\$25,106.52
	Invoice	Date	Description	Amount
	001231889	03/01/2019	BUSINESS PKWY RAP	\$4,180.88
	001231888	03/01/2019	ARENTH AVE RAP	\$3,460.88
	001231779	02/28/2019	ROWLAND ST RAP	\$17,464.76
70859	03/28/2019		KLIN'S PLUMBING, INC.	\$668.51
	Invoice	Date	Description	Amount
	11009	02/27/2019	REPLACE WATER HEATER-132 TURNBULL CYN RD	\$668.51
70860	03/28/2019		L A COUNTY DEPT OF PUBLIC	\$44,855.66
	Invoice	Date	Description	Amount
	IN190000573	02/21/2019	BLDG & SAFETY SVC-ONE STOP SHOP FOR DEC 2018	\$44,855.66
70861	03/28/2019		L A COUNTY SHERIFF'S	\$828,283.53
	Invoice	Date	Description	Amount
	192895CY	03/06/2019	SHERIFF CONTRACT-FEB 2019	\$828,283.53
70862	03/28/2019		LARRY CABRERA	\$2,880.75
	Invoice	Date	Description	Amount
	#1	03/01/2019	ELECTION CONSULTING SVC	\$2,880.75

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
70863	03/28/2019		LUBE PIT STOP	\$63.06
	Invoice	Date	Description	Amount
	227781	02/25/2019	AUTO MAINT-LIC 1429333	\$63.06
70864	03/28/2019		MARIPOSA LANDSCAPES, INC	\$10,450.00
	Invoice	Date	Description	Amount
	83836	02/28/2019	PRUNE (24) TREES-HOMESTEAD	\$10,450.00
70865	03/28/2019		MERRITT'S ACE HARDWARE	\$30.64
	Invoice	Date	Description	Amount
	110686	03/12/2019	MISC SUPPLIES-HOMESTEAD	\$30.64
70866	03/28/2019		MUNI-ENVIRONMENTAL, LLC	\$22,018.60
	Invoice	Date	Description	Amount
	19-007	03/07/2019	COMMERCIAL WASTE PROGRAM	\$22,018.60
70867	03/28/2019		MX GRAPHICS, INC.	\$614.36
	Invoice	Date	Description	Amount
	17545	03/08/2019	BLUEPRINT SVC-CIP IH 18 006 B	\$137.97
	17511	03/05/2019	BLUEPRINT SVC-JN 6205	\$191.63
	17477	03/01/2019	BLUEPRINT SVC-MP 13 05	\$248.62
	17525	03/07/2019	BLUEPRINT SVC-CITY 1439	\$36.14
70868	03/28/2019		OPEN TEXT INC.	\$68.50
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	07634191903	03/02/2019	FAX SVC-FEB 2019	\$68.50
70869	03/28/2019		PITNEY BOWES, INC.	\$111.53
	Invoice	Date	Description	Amount
	3102946900	02/27/2019	POSTAGE MACHINE ON FIRST FLOOR	\$111.53
70870	03/28/2019		POST ALARM SYSTEMS	\$295.51
	Invoice	Date	Description	Amount
	1152360	03/05/2019	MONITORING SVC-HOMESTEAD	\$295.51
70871	03/28/2019		R.F. DICKSON CO., INC.	\$18,297.82
	Invoice	Date	Description	Amount
	2509581	02/28/2019	STREET & PARKING LOT SWEEPING-FEB 2019	\$18,297.82
70872	03/28/2019		RBM LOCK & KEY SERVICE	\$150.00
	Invoice	Date	Description	Amount
	0002133224	03/11/2019	TRAINING ON ID CARD SYSTEM	\$150.00
70873	03/28/2019		RICOH USA, INC.	\$1,150.36
	Invoice	Date	Description	Amount
	5055981456	02/23/2019	METER READING-FINANCE COPIER	\$106.11
	5056070332	03/03/2019	METER READING-DEV COPIER	\$96.67
	5056099434	03/08/2019	METER READING-VARIOUS COPIERS	\$947.58
70874	03/28/2019		RICOH USA, INC.	\$2,954.39
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	62611566	02/23/2019	COPIER LEASE-DEVELOPMENT	\$303.63
	62740147	03/09/2019	COPIER LEASE-VARIOUS	\$2,650.76
70875	03/28/2019		SAN GABRIEL VALLEY NEWSPAPER	\$1,305.03
	Invoice	Date	Description	Amount
	0000426502	02/28/2019	MONTHLY ADVERTISING-HOMESTEAD	\$1,305.03
70876	03/28/2019		SAN GABRIEL VALLEY WATER	\$1,734.36
	Invoice	Date	Description	Amount
	01/02/2019	01/02/2019	DUES 2019 AND ASSESSMENT FOR 17/18	\$1,734.36
70877	03/28/2019		SC FUELS	\$23,720.34
	Invoice	Date	Description	Amount
	3820318	01/09/2019	DIESEL FUEL-INDUSTRY HILLS PUMPS	\$23,720.34
70878	03/28/2019		SCS FIELD SERVICES	\$15,211.00
	Invoice	Date	Description	Amount
	0346374	02/28/2019	IH MAINT-LANDFILL GAS SYSTEM	\$15,211.00
70879	03/28/2019		SO CAL INDUSTRIES	\$476.29
	Invoice	Date	Description	Amount
	370931	03/06/2019	RR RENTAL-TONNER CYN/57 FWY	\$285.55
	369281	02/22/2019	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	369887	02/27/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
70880	03/28/2019		SPARKLETTS	\$124.02

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	16916898 031519	03/15/2019	WATER DELIVERY	\$124.02
70881	03/28/2019		SPECTRUM	\$938.99
	Invoice	Date	Description	Amount
	0362894030119	03/01/2019	BUSINESS INTERNET-MAR 2019	\$938.99
70882	03/28/2019		STAPLES BUSINESS ADVANTAGE	\$721.00
	Invoice	Date	Description	Amount
	8053491271	03/02/2019	OFFICE SUPPLIES	\$721.00
70883	03/28/2019		STOTZ EQUIPMENT	\$446.39
	Invoice	Date	Description	Amount
	P03931	03/11/2019	PARTS FOR TRACTOR	\$446.39
70884	03/28/2019		SUPERIOR COURT OF CALIFORNIA,	\$7,047.50
	Invoice	Date	Description	Amount
	FEBRUARY 2019	03/12/2019	PARKING CITATIONS REPORT-FEB 2019	\$7,047.50
70885	03/28/2019		SURETECK, INC.	\$16,077.40
	Invoice	Date	Description	Amount
	SURETECK09292018	02/06/2019	ON-CALL MAINT-IMC	\$525.43
	SURETECK10312018	02/12/2019	ON-CALL MAINT-HOMESTEAD/IMC/CITY HALL	\$2,589.56
	SURETECK11302018	02/13/2019	ON-CALL MAINT-EL ENCANTO/CITY HALL	\$450.37
	SURETECK12312018	02/18/2019	ON-CALL MAINT-134 TURNBULL CYN	\$563.79
	SURETECK02012019	02/28/2019	ON-CALL MAINT-IMC/CITY HALL/PAC PALMS	\$2,551.30

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	SURETECK02282019	03/04/2019	ON-CALL MAINT-TRES HERMANOS (SHERRIE'S	\$8,416.00
	SURETEC12312018A	02/14/2019	ON-CALL MAINT-EL ENCANTO	\$95.00
	SURETEC10312018A	02/18/2019	ON-CALL MAINT-130-132 TURNBULL CYN	\$885.95
70886	03/28/2019		THE BIG NORWEGIAN	\$739.49
	Invoice	Date	Description	Amount
	55627	02/22/2019	REPAIR ON BACKHOE-HATCHER YD	\$739.49
70887	03/28/2019		THE TECHNOLOGY DEPOT	\$2,236.30
	Invoice	Date	Description	Amount
	10153	03/04/2019	NETWORK MAINT-TICKET #11527	\$39.90
	10185	03/01/2019	NETWORK MAINT-SHERIFF'S BLDG	\$264.30
	10186	03/01/2019	NETWORK MAINT-APR 2019	\$362.10
	10209	03/01/2019	NETWORK MAINT-TICKET #11608	\$165.00
	10207	03/01/2019	NETWORK MAINT-TICKET #11592	\$123.75
	10206	03/01/2019	NETWORK MAINT-TICKET #11589	\$206.25
	10205	03/01/2019	NETWORK MAINT-TICKET #11576	\$456.25
	10204	03/01/2019	NETWORK MAINT-TICKET #11553	\$41.25
	10203	03/01/2019	NETWORK MAINT-TICKET #11527	\$412.50
	10202	03/01/2019	NETWORK MAINT-TICKET #11436	\$165.00
70888	03/28/2019		TOTAL COMPENSATION SYSTEMS,	\$900.00
	Invoice	Date	Description	Amount
	7085	03/13/2019	GASB75F VALUATION SVC-2ND INSTALLMENT	\$900.00
70889	03/28/2019		TPX COMMUNICATIONS	\$1,860.79

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	113789506-0	02/28/2019	TEL/INTERNET SVC-HOMESTEAD	\$1,860.79
70890	03/28/2019		TPX COMMUNICATIONS	\$3,559.67
	Invoice	Date	Description	Amount
	113845778-0	02/28/2019	INTERNET SVC-CITY HALL	\$3,559.67
70891	03/28/2019		TREE PROS, INC.	\$1,330.00
	Invoice	Date	Description	Amount
	6869	02/27/2019	PRUNE (18) TREES-VALEY BLVD AND WILSON WAY	\$1,330.00
70892	03/28/2019		TRES HERMANOS CONSERVATION	\$100,000.00
	Invoice	Date	Description	Amount
	1003	03/01/2019	MAINT COST MEMBER SHARE THRU 6/30/19	\$100,000.00
70893	03/28/2019		TURBO DATA SYSTEMS, INC	\$792.14
	Invoice	Date	Description	Amount
	29781	02/28/2019	CITATION PROCESSING-JAN/FEB 2019	\$792.14
70894	03/28/2019		VANCE A STEARNS	\$1,000.00
	Invoice	Date	Description	Amount
	PPVADC01	03/08/2019	DEPOSIT FOR CATERING SVC-HOMESTEAD	\$1,000.00
70895	03/28/2019		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	67695	02/01/2019	JANITORIAL SVC-HOMESTEAD	\$995.00

**CITY OF INDUSTRY
WELLS FARGO BANK
March 28, 2019**

Check	Date			Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo					
70896	03/28/2019			WALTERS WHOLESALE ELECTRIC	\$1,290.10
	Invoice	Date	Description	Amount	
	S112660765.001	03/12/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$426.28	
	S112661125.002	03/12/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$364.02	
	S112661125.001	03/12/2019	ELECTRICAL SUPPLIES-EXPO LIGHTING	\$499.80	
70897	03/28/2019			WEST COAST ARBORISTS, INC.	\$2,550.00
	Invoice	Date	Description	Amount	
	1-4593	01/07/2019	REPLACE PALM TREE ON VALLEY BLVD	\$2,550.00	
70898	03/28/2019			WINDSTREAM	\$854.22
	Invoice	Date	Description	Amount	
	71099868	03/14/2019	CITY HALL PHONE SVC-MAR 2019	\$854.22	

Checks	Status	Count	Transaction Amount
	Total	99	\$2,403,719.85

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2019
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CALL TO ORDER

The Regular Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark Radecki at 9:04 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark Radecki

ROLL CALL

PRESENT: Mark Radecki, Mayor
Abraham Cruz, Council Member
Newell W. Ruggles, Council Member

ABSENT: Cory Moss, Mayor Pro Tem
Catherine Marcucci, Council Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, City Attorney; and Julie Robles, Deputy City Clerk.

Council Member Ruggles made a motion to excuse Mayor Pro Tem Moss and Council Member Marcucci from this meeting due to being at an event to represent the City of Industry. Motion was second by Mayor Radecki.

PUBLIC COMMENTS

Mr. Daniel Levanos from One Legacy and Donate Life, introduced himself to the City Council and provided information on how to become an organ donor and gave statistics on organ transplants. Mr. Luevanos also provided the City Council with an invitation to the 15th Annual Mayor-athon at the Donate Life Run/Walk to be held on April 27, 2019, a copy of which is on file with the City Clerk's office.

CONSENT CALENDAR

1. CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 14, 2019

APPROVED THE REGISTER OF DEMANDS AND AUTHORIZED THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2019
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2. CONSIDERATION OF THE MINUTES OF OCTOBER 12, 2017 REGULAR MEETING, MAY 24, 2018 REGULAR MEETING, JULY 26, 2018 REGULAR MEETING, AUGUST 10, 2018 SPECIAL MEETING, SEPTEMBER 27, 2018 REGULAR MEETING, AND FEBRUARY 28, 2019 REGULAR MEETING.

APPROVED AS SUBMITTED.

Due to having only three Council Members present, City Manager Troy Helling asked that check number 70788, payable to Square Root Golf and Landscape, be pulled and brought back to the March 28, 2019 meeting, for item 1 (Register of Demands) in which Mayor Radecki recused himself from voting for a potential conflict of interest.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH CHECK NUMBER 70788, TO BE BROUGHT BACK TO THE MARCH 28TH CITY COUNCIL MEETING FOR APPROVAL. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	CRUZ, RUGGLES, RADECKI
NOES:	COUNCIL MEMBERS:	NONE
ABSENT	COUNCIL MEMBERS:	MARCUCCI, MOSS
ABSTAIN	COUNCIL MEMBERS:	NONE

ACTION ITEMS

CONSIDERATION OF A COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL, AFFECTING PARCELS LOCATED AT 15495 VALLEY BOULEVARD (JN-9302)

Project Manager Matt Hudson from CNC Engineering provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT COUNCIL MEMBERS: MARCUCCI, MOSS
ABSTAIN COUNCIL MEMBERS: NONE

CONSIDERATION OF A PROPERTY PURCHASE AGREEMENT WITH NEW VENTURE PROPERTIES IN THE AMOUNT OF \$13,700 FOR RIGHT OF WAY ACQUISITION (MP 12-16/CITY-1442)

Project Manager Sean Calvillo from CNC Engineering provided a staff report and was available to answer any questions.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY COUNCIL MEMBER CRUZ TO APPROVE THE AGREEMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT COUNCIL MEMBERS: MARCUCCI, MOSS
ABSTAIN COUNCIL MEMBERS: NONE

CONSIDERATION OF AMENDMENT NO. 3 TO THE LICENSE AGREEMENT WITH DOWNTOWN APEX MOTORS, LLC, FOR ACCESS TO ASSESSOR'S PARCEL NO. 8264-012-925 LOCATED AT THE SOUTHEAST CORNER OF SOUTH HATCHER AVENUE AND GALE AVENUE, AS A TEMPORARY OVERFLOW PARKING AREA FOR VEHICLE INVENTORY

Assistant City Manager Hyun provided an update and was available to answer any questions. Council Member Ruggles made a comment that approximately 50 cars were parked at the entrance at Pacific Palms and staff confirmed that they are parking on city owned property. City Manager Helling mentioned that next week he will investigate and come to a conclusion.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR RADECKI TO APPROVE THE AMENDMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT COUNCIL MEMBERS: MARCUCCI, MOSS
ABSTAIN COUNCIL MEMBERS: NONE

CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING, INC., FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSULTING SERVICES, INCREASING THE COMPENSATION BY \$240,000.00 AND EXTENDING THE TERM TO JUNE 30, 2023. (JN-7446)

Assistant City Manager Hyun provided an update and was available to answer any questions. Council Member Ruggles asked what CASC Engineering tasks were. Senior Project Manager, James Cramsie from CNC Engineering explained the technical expertise and training that was provided by CASC.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR RADECKI TO APPROVE THE AMENDMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: CRUZ, RUGGLES, RADECKI
NOES: COUNCIL MEMBERS: NONE
ABSENT COUNCIL MEMBERS: MARCUCCI, MOSS
ABSTAIN COUNCIL MEMBERS: NONE

CLOSED SESSION

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

- 7.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8:

Property: 17351 Gale Avenue, City of Industry, CA, also known as Assessor Parcel Numbers 8264-001-943, 8264-001-947, 8264-001-948, 8264-001-949.
17405-17435 Gale Avenue, City of Industry, CA also known as Assessor Parcel Numbers 8264-001 112, 8264-001-128.

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 14, 2019
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17245-17475 Gale Avenue, City of Industry, CA, also known as Assessor Parcel Numbers 8264- 001-136, 8264-001-137.

Agency Negotiators: Troy Helling, City Manager
James M. Casso, City Attorney

Negotiating Parties: Robert Yu, R.Y. Properties, Inc.

Under Negotiation: Price and terms of payment

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:23 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 9:42 a.m. All members of the City Council were present except Catherine Marcucci and Cory Moss who were absent.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 7.1, direction was given to the Agency Negotiators, no final action taken.

Nothing further to report at this time.

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB 1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CITY COUNCIL REGULAR MEETING MINUTES
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ADJOURNMENT

There being no further business, the City Council adjourned at 9:43 a.m.

MARK D. RADECKI
MAYOR

JULIE ROBLES
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: March 28, 2019

SUBJECT: Consideration of a Professional Services Agreement with Hinderliter, De Llamas & Associates, Inc., for Sales and Use Tax Services

BACKGROUND:

On December 12, 2013, the City and Hinderliter De Llamas & Associates, Inc., entered into a Professional Services Agreement ("Agreement") to provide professional sales and use tax services to the City.

DISCUSSION:

The agreement expired on December 12, 2016, and due to an oversight, was not renewed for 2017, and 2018 calendar years, however, work was performed. As such, staff requests that the City enter into a new agreement effective March 28, 2019, for a total of a three-year term. Before the end of the Term of the Agreement, staff will request approval from the City Council to issue a Request for Proposals for professional sales and use tax services.

FISCAL IMPACT:

There is no fiscal impact associated with FY 2018-2019 as the fees are in the budget

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Hinderliter De Llamas & Associates, In., effective March 28, 2019, through March 28, 2022.

EXHIBIT:

A: Professional Services Agreement with Hinderliter De Llamas & Associates dated March 28, 2019.

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 28, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Hinderliter, de Llamas and Associates, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 28, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

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

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

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

To Consultant: Hinderliter, de Llamas and Associates
120 S. State College Blvd. Suite 200
Brea, CA 92821

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
Hinderliter, de Llamas and Associates

By: _____
Troy Helling, City Manager

By: _____
Name, Title

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Confidentiality and Proprietary Information
	Exhibit D	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

INSERT SCOPE OF SERVICES

EXHIBIT B

RATE SCHEDULE

INSERT RATE SCHEDULE

EXHIBIT C

CONFIDENTIALITY AND PROPRIETARY INFORMATION

INSERT CONFIDENTIALITY AND PROPRIETARY INFORMATION

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The scope of services provided by CONTRACTOR:

SALES AND USE TAX SYSTEM

1. Examine all sales and use tax records of the Department of Tax and Fee Administration pertaining to sales, use and transactions taxes collected by the Department on behalf of the City of Industry.
2. Perform ongoing sales tax audits in order to identify and correct all allocation errors (including point of sale, county/state pool, and/or other distribution or reporting errors) and thereby recover and/or generate previously unrealized sales, use and transactions taxes income for the City.
3. Contact the appropriate state agencies, staff, and management or accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted with the utmost courtesy and in a manner to encourage local business retention and expansion. Provide a report of all contacts and the results thereof.
4. Prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors that are identified. For point of sale misallocations, follow up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarterly payments due the City are recovered.
5. Provide quarterly analysis, customized newsletters, software, quarterly computer updates, and on-call assistance with sales tax projections for proposed projects. Work with the City's economic development staff to track economic performance of specified project areas, help identify voids and opportunities and provide data support and advice on alternate development strategies and business retention programs.
6. Provide quarterly invoices to the City of Industry which will include the business name, audit period start date, permit number, local allocation amount received by City and the amount due contractor. Provide applicable California Department of Tax and Fee Administration quarterly distribution report documents for the purpose of verifying and cross-referencing invoice amounts.

EXHIBIT B
COMPENSATION

Sales/Use Tax Audit

CONSULTANT will be entitled to fees for services performed in connection with each Contingency Representation in CDTFA Allocation Challenge authorized by the City Manager in writing for back quarter reallocations, as well as, monies received in the first 8 consecutive reporting quarters following completion of Consultant's audit, however, in no case shall the period comprising back quarter allocations and prospective eight (8) quarters exceed 16 quarters total. Consultant's fee for each individual petition filed on behalf of City as identified by unique HdL Case Number shall be calculated as follows:

Fifteen percent (15%) on the first \$1,000,000 of sales and/or use tax revenue received by the City of Industry through fund transfers processed by the CDTFA for taxpayer misallocations as a result of the approved contingency work performed by Consultant.

Ten percent (10%) on the next \$1,000,001 to \$2,500,000 of sales and/or use tax revenue received by the City of Industry through fund transfers processed by the CDTFA for taxpayer misallocations as a result of the approved contingency work performed by Consultant.

Five percent (5%) on amounts over \$2,500,001 of sales and/or use tax revenue received by the City of Industry through fund transfers processed by the CDTFA for taxpayer misallocations as a result of the approved contingency work performed by Consultant.

CONSULTANT shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees, which shall be payable no later than 30 days following invoice date.

If a correction involves a point of sale allocation error for a specific business, CONSULTANT shall obtain CITY approval prior to beginning work. Said approval shall be deemed given when the CITY'S designated representative, signs a Sales Tax Audit Authorization form. CITY shall pay audit fees upon CONSULTANT'S submittal of evidence of State Fund Transfers and payments to CITY from businesses identified in the audit and approved by the CITY. The audit fees shall be payable on all new and/or recovered tax revenues received from approved businesses as a consequence, in whole or in part, of the audit, and even if CITY, of its own volition, assists with the audit, works in parallel with the audit, and/or expends attorney's fees or other out-of-pocket costs in connection with any of the foregoing.

ECON/BUDGET ANALYSIS, SOFTWARE & STAFF SUPPORT

\$800 per month billed quarterly, commencing with the month of the Effective Date (hereafter referred to as “monthly fee”). This includes a quarterly analysis, customized newsletters, software, quarterly computer updates and being “on call” to provide second opinions on sales tax estimates for proposed projects and/or annexations target business retention possibilities, assistance with budget projections and serving as a resource for sales and use tax questions related to economic development, budgeting and business license collection.

The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the “CPI” for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the “CPI” shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONSULTANT.

The sums described above shall constitute full reimbursement to CONSULTANT for all direct and indirect expenses incurred by CONSULTANT in performing audits including the salaries of CONSULTANT’s employees, and travel expenses connected with contacting local and out-of-state businesses and Department of Tax and Fee Administration representatives. The agreement may be terminated by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof.

CONSULTANT shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with above based on the following hourly rates on a monthly or a quarterly basis, at CONSULTANT’s option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$325 per hour
Programmer	\$295 per hour
Senior Analyst	\$245 per hour
Analyst	\$195 per hour

- CONSULTANT may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.
- Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.
- CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

EXHIBIT C
CONFIDENTIALITY AND PROPRIETARY INFORMATION

1. Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement:

- A. CONSULTANT is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
 - B. CONSULTANT is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
 - C. CONSULTANT is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
 - D. CONSULTANT is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONSULTANT as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.
2. In performing its duties under this agreement, CONSULTANT will produce reports, technical information and other compilations of data for the City. These reports, technical information and compilations of data are derived by CONSULTANT using methodologies, formulae, programs, techniques and other processes designed and developed by CONSULTANT at a substantial expense and are therefore considered by CONSULTANT to be

proprietary information. CONSULTANT'S Proprietary Information is not generally known by the entities with which CONSULTANT competes.

CONSULTANT desires to protect its Proprietary Information. Accordingly, City agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of the Agreement, directly or indirectly use any of CONSULTANT'S Proprietary Information for any purpose not associated with CONSULTANT'S activities. Further, City agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONSULTANT'S Proprietary Information to any person or organization not connected with CONSULTANT, without the express written consent of CONSULTANT. The City also agrees that it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONSULTANT'S Proprietary Information.

OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

- A. Software Use. CONSULTANT hereby provides authorization to the CITY to access CONSULTANT'S Sales Tax website if the CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any 3rd party without explicit written authorization by CONSULTANT. The CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of the CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination of this agreement the software use authorization shall expire, and all CITY staff website logins shall be de-activated.

- B. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to CONSULTANT'S computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; or business processes. CITY shall hold in confidence and shall not disclose to any other party any CONSULTANT proprietary information in connection with this Agreement, or otherwise learned or obtained by the CITY in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the Council

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *YR*

DATE: March 28, 2019

SUBJECT: **Consideration to approve and adopt the FY 2018-2019 Mid-Year Budget Report and approve and adopt Resolution No. CC 2019-12, approving the FY 2018-2019 Mid-Year Budget Amendments**

BACKGROUND:

On June 28, 2018, the City Council ("Council") adopted the City's FY 2018-2019 ("FY 19") Operating Budget for its General Fund, and all its other funds and affiliated entities. Throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments.

DISCUSSION:

On June 28, 2018, the City Council adopted the City's FY 19 General Fund Operating Budget of \$47.2 million, supported by \$62.7 million in revenues. Since budget adoption, there have been changes to the adopted budget.

The FY 19 Mid-Year Budget Update will discuss changes to revenue and expenditures through the halfway point of the year and provide an overview of the FY 19 Proposed Budget Amendments.

Revenues:

- **Fiduciary Funds**-The city will no longer assess property owners within Assessment District 91-1, the city currently has a \$2.3 million balance and will full-fill the bond payment of approximately \$1.4 million.

Expenditures:

- **General Fund**-The City Council adopted an FY 19 Operating Budget of \$47.2 million for the General Fund. The proposed mid-year budget amendment reflects a decrease in general fund expenditures by \$6.6 million due to inflated budget assumptions; the overstated budget was primarily due to engineering support services that were budgeted in multiple accounts in the general fund. The proposed amendment will result in a General Fund Operating Budget of \$40.6 million for FY 19.
- **Capital Improvement Program**-In June 2018, the Council adopted a Capital Improvement Program ("CIP") budget of \$59.9 million; the proposed CIP budget amendment will decrease expenditures by \$34.7 million, several projects in the CIP program will be delayed until next year and will result in a CIP budget of \$25.2 million for FY 19.
- **IPUC Electric**-The proposed an increase of \$968,000 in the city's electric enterprise fund is primarily due to the understated adopted budget for professional and engineering services. The proposed increase will result in a City Electric budget of \$5.1 million.

Transfer In/Out:

- **Industry Property Management and Housing Authority** -The inter-fund transfers (Out) have been increased by \$494,000 for board salaries and a one-time settlement payment for the National Core for professional services from our general funds.
- **Fleet Management**-A determination has been made that the city does not need a separate Internal Service Fund for Fleet Management, and the \$80,000 in the Fleet Management Fund will be transferred to the General Fund for future fleet purchases/expenses.

FISCAL IMPACT:

By approving the FY 19 Proposed Budget Amendments, the City's Operating Budget Expenditures will decrease by \$6.6 million, the Capital Improvement Program will decrease by \$34.7 million, the City Electric Fund will increase by \$968,000, and Transfer In/Out will result in a total of \$414,000. The net effect of the proposed mid-year budget amendment will increase the city's projected fund balance by \$39,930,880.

RECOMMENDED ACTION:

Staff recommends that the City Council approve and adopt the FY19 Mid-Year Budget Report, and adopt Resolution No. CC 2019-12, hereby approving the Proposed FY19 Mid-Year Budget Amendments.

ATTACHMENTS:

1. Resolution CC 2019-12: Resolution Approving and Adopting FY 2018-2019 Proposed Mid-Year Budget Amendments
2. Exhibit A- Projected Fund Balance Fiscal Year 2018-2019
3. Exhibit B-Mid-Year Budget Update
4. Exhibit C-Revenue/Expenditure Summary
5. Exhibit D-Revenue/Expenditure Detail
6. Exhibit E-Transfer Schedule
7. Exhibit F-Capital Improvements Projects Detail

RESOLUTION NO. CC 2019-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA, APPROVING AND ADOPTING THE
FISCAL YEAR 2018-2019 MID-YEAR BUDGET AMENDMENTS**

WHEREAS, On June 28, 2018, the City Council (“Council”) adopted the City’s FY 2018-2019 (“FY 19”) Operating Budget for its General Fund, and all its other funds and affiliated entities; and

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

WHEREAS, on March 28, 2019, the FY 19 Mid-Year Budget Report was presented to the Council and provided an update on the City’s fiscal performance through the mid-point of the fiscal year, from July 1, 2018, through December 31, 2018, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 19 Mid-Year Budget Report also presented an overview of the FY 19 Mid-Year Budget Amendments for Council’s consideration to approve and amend the FY 19 Adopted Budget.

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

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

Section 2. The City Council received a presentation on the FY 2018-19 Mid-Year Budget Report and hereby approves its receiving and filing.

Section 3. The City Council approves Resolution No. CC 2019-12, hereby approving the FY 19 Mid-Year Budget Amendments, attached to this resolution as Exhibit A, and therefore, amending the City’s FY 19 Adopted Budget.

Section 4. The City Council hereby authorizes the City Manager, or Designee, to make the appropriate changes and budget amendments in the City’s Financial System.

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

Section 6. This resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 28, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

CITY OF INDUSTRY							
PROJECTED FUND BALANCES							
MID-YEAR BUDGET UPDATE							
FISCAL YEAR 2018-2019							
							Exhibit A
		FUND BALANCE JUNE 30, 2018	PROPOSED AMENDED REVENUE BUDGET	PROPOSED AMENDED EXPENDITURES BUDGET	PROPOSED ADDITIONAL TRANSFERS IN	PROPOSED ADDITIONAL TRANSFERS OUT	PROJECTED FUND BALANCE JUNE 30, 2019
GENERAL FUND							
100	OPERATIONS	\$ 707,664,364	\$ 62,686,030	\$ (40,625,080)		\$ (414,000)	\$ 726,429,839
100	NON-OPERATING COSTS		-				(26,523,180)
		707,664,364	62,686,030	(40,625,080)	-	(414,000)	699,906,659
SPECIAL REVENUE FUNDS							
101	STATE GAS TAX	\$ 17,903	\$ 18,130	\$ (10,000)			\$ 26,033
102	MEASURE R	-	5,000.00	(5,000.00)			-
103	PROP A	2,050,966	10,000	(1,112,600)			948,366
104	PROP C	15,359	7,010	(10,000)			12,369
105	AIR QUALITY	471	-	-			471
106	MEASURE M	1,977	5,000	(5,000)			1,977
110	GRANT FUND	-	-	-			-
		\$ 2,086,675	\$ 45,140	\$ (1,142,600)	\$ -	\$ -	\$ 989,215
INTERNAL SERVICES FUNDS							
320	FLEET MANAGEMENT FUND	\$ -	-	-	\$ (80,000)		-
		\$ -	\$ -	\$ -	\$ (80,000)	\$ -	\$ -
ENTERPRISE FUNDS							
160	IPHMA	\$ 10,292,731	\$ 210,800	\$ (1,155,145)	\$ 494,000		\$ 10,292,731
161	CITY ELECTRIC	9,588,752	5,487,400	(5,057,845)			10,018,307
165	CITY ELECTRIC - CARB	578,714	-	-			578,714
360	CRIA	163,159	1,210	(591,985)			164,369
361	EXPO CENTER	6,592,195	1,980,930	(2,455,075)			6,592,195
560	IPUC - RECLAIMED WATER	9,980,196	1,355,000	(871,505)			10,463,691
561	IPUC - POTABLE WATER	1,270,557	2,056,750	(2,111,035)			1,216,273
		\$ 38,466,305	\$ 11,092,090	\$ (12,242,590)	\$ 494,000	\$ -	\$ 39,326,279
CAPITAL IMPROVEMENTS FUND							
120	CAPITAL IMPROVEMENTS	\$ 193,011,633	8,433,865	(25,169,000)			\$ 177,641,498
		\$ 193,011,633	\$ 8,433,865	\$ (25,169,000)	\$ -	\$ -	\$ 177,641,498
FIDUCIARY FUNDS							
145	ASSESSMENT DISTRICT 91-1	\$ 2,780,971	-	\$ (509,400)			\$ 2,271,571
		\$ 2,780,971	\$ -	\$ (509,400)	\$ -	\$ -	\$ 2,271,571
DEBT SERVICE							
135	TAX OVERRIDE	\$ 2,870,715	50,466,200.00	\$ -			\$ 2,871,715
140	CITY OF INDUSTRY	69,311,546	13,538,000	(41,363,795)			67,928,931
440	IPFA	445,661,074	59,449,865	(108,477,365)			447,098,774
		\$ 517,843,335	\$ 123,454,065	\$ (149,841,160)	\$ -	\$ -	\$ 517,899,420
	PROJECTED ENDING FUND BALANCE	\$ 1,461,853,283	\$ 205,711,190	\$ (229,529,831)	\$ 414,000	\$ (414,000)	\$ 1,438,034,643

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2018-2019**

Exhibit B

		ADOPTED REVENUES 2018- 2019	INCREASE (DECREASE)	PROPOSED MID- YEAR BUDGET UPDATE - TOTAL REVENUES	ADOPTED EXPENDITURES 2018-19	INCREASE (DECREASE)	PROPOSED MID- YEAR BUDGET UPDATE-TOTAL EXPENSENDITURES	PROPOSED NET MID YEAR BUDGET UPDATE
GENERAL FUND								
100	OPERATIONS	62,686,030.00		62,686,030.00	(47,254,960.43)	6,629,880.00	(40,625,080.43)	22,060,949.57
100	NON-OPERATING COSTS				(1,622,740.00)		(1,622,740.00)	(1,622,740.00)
	Total	62,686,030.00	-	62,686,030.00	(48,877,700.43)	6,629,880.00	(42,247,820.43)	20,438,209.57
SPECIAL REVENUE FUNDS								
101	GAS TAX	18,130.00		18,130.00	(10,000.00)		(10,000.00)	8,130.00
102	MEASURE R	5,000.00		5,000.00	(5,000.00)		(5,000.00)	-
103	PROP A	10,000.00		10,000.00	(1,112,600.00)		(1,112,600.00)	(1,102,600.00)
104	PROP C	7,010.00		7,010.00	(10,000.00)		(10,000.00)	(2,990.00)
105	AIR QUALITY	-		-	-		-	-
106	MEASURE M	5,000.00		5,000.00	(5,000.00)		(5,000.00)	-
110	GRANT FUND	5,261,490.00		5,261,490.00	(5,261,490.00)		(5,261,490.00)	-
	Total	5,306,630.00	-	5,306,630.00	(6,404,090.00)	-	(6,404,090.00)	(1,097,460.00)
INTERNAL SERVICES FUNDS								
320	FLEET MANAGEMENT FUND	-		-	(80,000.00)	80,000.00	-	-
	Total	-	-	-	(80,000.00)	80,000.00	-	-
ENTERPRISE FUNDS								
160	IPHMA	210,800.00		210,800.00	(661,145.00)	(494,000.00)	(1,155,145.00)	(944,345.00)
161	CITY ELECTRIC	5,487,400.00		5,487,400.00	(4,089,845.00)	(968,000.00)	(5,057,845.00)	429,555.00
360	CRIA	1,210.00		1,210.00	(591,985.00)		(591,985.00)	(590,775.00)
361	EXPO CENTER	1,980,930.00		1,980,930.00	(2,455,075.00)		(2,455,075.00)	(474,145.00)
560	IPUC - RECLAIMED WATER	1,355,000.00		1,355,000.00	(871,505.40)		(871,505.40)	483,494.60
561	IPUC - POTABLE WATER	2,056,750.00		2,056,750.00	(2,111,034.94)		(2,111,034.94)	(54,284.94)
	Total	11,092,090.00	-	11,092,090.00	(10,780,590.34)	(1,462,000.00)	(12,242,590.34)	(1,150,500.34)
CAPITAL IMPROVEMENTS FUND								
120	CAPITAL IMPROVEMENTS	8,433,865.00		8,433,865.00	(59,852,000.00)	34,683,000.00	(25,169,000.00)	(16,735,135.00)
	Total	8,433,865.00	-	8,433,865.00	(59,852,000.00)	34,683,000.00	(25,169,000.00)	(16,735,135.00)
FIDUCIARY FUNDS								
145	ASSESSMENT DISTRICT 91-1	653,800.00	(653,800.00)	-	(509,400.00)		(509,400.00)	(509,400.00)
	Total	653,800.00	(653,800.00)	-	(509,400.00)	-	(509,400.00)	(509,400.00)
DEBT SERVICE								
135	TAX OVERRIDE	50,466,200.00		50,466,200.00	-		-	50,466,200.00
140	CITY OF INDUSTRY	13,538,000.00		13,538,000.00	(41,363,795.00)		(41,363,795.00)	(27,825,795.00)
440	IPFA	59,449,865.00		59,449,865.00	(108,477,364.92)		(108,477,364.92)	(49,027,499.92)
	Total	123,454,065.00	-	123,454,065.00	(149,841,159.92)	-	(149,841,159.92)	(26,387,094.92)
	City Fund Balances	211,626,480.00	(653,800.00)	210,972,680.00	(276,344,940.69)	39,930,880.00	(236,414,060.69)	(25,441,380.69)

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2018-2019**

Exhibit B

		ADOPTED TRANSFERS IN FROM OTHER FUNDS	PROPOSD ADDITIONAL TRANSFERS IN	PROPOSED MID- YEAR UPDATE TRANSFERS IN FROM OTHER FUNDS	ADOPTED TRANSFERS OUT FROM OTHER FUNDS	PROPOSD ADDITIONAL TRANSFERS OUT	PROPOSED MID- YEAR UPDATE TRANSFERS OUT FROM OTHER FUNDS	PROPOSED NET TRANSFERS MID YEAR BUDGET UPDATE	PROPOSED NET MID YEAR BUDGET UPDATE
GENERAL FUND									
100	OPERATIONS	-		-	(2,881,475.00)	(414,000.00)	(3,295,475.00)	(3,295,475.00)	18,765,474.57
100	NON-OPERATING COSTS	-		-	(26,523,180.00)		(26,523,180.00)	(26,523,180.00)	(28,145,920.00)
	Total	-	-	-	(29,404,655.00)	(414,000.00)	(29,818,655.00)	(29,818,655.00)	(9,380,445.43)
SPECIAL REVENUE FUNDS									
101	GAS TAX	-		-			-	-	8,130.00
102	MEASURE R	-		-			-	-	-
103	PROP A	-		-			-	-	(1,102,600.00)
104	PROP C	-		-			-	-	(2,990.00)
105	AIR QUALITY	-		-			-	-	-
106	MEASURE M	-		-			-	-	-
110	GRANT FUND	-		-			-	-	-
	Total	-	-	-	-	-	-	-	(1,097,460.00)
INTERNAL SERVICES FUNDS									
320	FLEET MANAGEMENT FUND	80,000.00	(80,000.00)	-			-	-	-
	Total	80,000.00	(80,000.00)	-	-	-	-	-	-
ENTERPRISE FUNDS									
160	IPHMA	450,345.00	494,000.00	944,345.00			-	944,345.00	-
161	CITY ELECTRIC	-		-			-	-	429,555.00
360	CRIA	1,066,130.00		1,066,130.00	(474,145.00)		(474,145.00)	591,985.00	1,210.00
361	EXPO CENTER	474,145.00		474,145.00			-	474,145.00	-
560	IPUC - RECLAIMED WATER	-		-			-	-	483,494.60
561	IPUC - POTABLE WATER	-		-			-	-	(54,284.94)
	Total	1,990,620.00	494,000.00	2,484,620.00	(474,145.00)	-	(474,145.00)	2,010,475.00	859,974.66
CAPITAL IMPROVEMENTS FUND									
120	CAPITAL IMPROVEMENTS	1,365,000.00		1,365,000.00			-	1,365,000.00	(15,370,135.00)
	Total	1,365,000.00	-	1,365,000.00	-	-	-	1,365,000.00	(15,370,135.00)
FIDUCIARY FUNDS									
145	ASSESSMENT DISTRICT 91-1	-		-			-	-	(509,400.00)
	Total	-	-	-	-	-	-	-	(509,400.00)
DEBT SERVICE									
135	TAX OVERRIDE			-	(50,465,200.00)		(50,465,200.00)	(50,465,200.00)	1,000.00
140	CITY OF INDUSTRY	26,443,180.00		26,443,180.00			-	26,443,180.00	(1,382,615.00)
440	IPFA	50,465,200.00		50,465,200.00			-	50,465,200.00	1,437,700.08
	Total	76,908,380.00	-	76,908,380.00	(50,465,200.00)	-	(50,465,200.00)	26,443,180.00	56,085.08
	City Fund Balances	80,344,000.00	414,000.00	80,758,000.00	(80,344,000.00)	(414,000.00)	(80,758,000.00)	-	(25,441,380.69)

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE SUMMARY
FISCAL YEAR 2018-2019

						Exhibit C
FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019	
	REVENUE					
145	91-1 ASSESSMENT					
	PROPERTY TAX ASSESSMENT		638,000.00	(638,000.00)	-	
		TOTAL DIRECT ASSESSMENT DEBT SERVICES	638,000.00	(638,000.00)	-	
	EXPENSES					
100	GENERAL FUND					
	ADMINISTRATIVE	CITY COUNCIL	381,940.00	(25,000.00)	356,940.00	
		CITY CLERK	404,105.00	(127,490.00)	276,615.00	
		CITY MANAGER	998,155.00	59,030.00	1,057,185.00	
		CENTRAL SERVICES	1,720,900.00	83,200.00	1,804,100.00	
		HUMAN RESOURCES	673,655.00	19,100.00	692,755.00	
		CITY ATTORNEY/LEGAL	1,570,000.00	20,000.00	1,590,000.00	
		LEGISLATIVE SERVICES	145,000.00	-	145,000.00	
	FINANCIAL SERVICES	CITY TREASURER	1,195,710.00	(542,120.00)	653,590.00	
		FINANCE	1,307,195.00	351,800.00	1,658,995.00	
		INFORMATION TECHNOLOGY	1,444,760.00	(580,200.00)	864,560.00	
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS	COMMUNITY PROMOTIONS & ECONOMIC DEVELOPMENT	1,685,000.00	-	1,685,000.00	
		EL ENCANTO	335,100.00	-	335,100.00	
		WORKMAN TEMPLE HOMESTEAD	1,778,900.00	46,000.00	1,824,900.00	
	DEVELOPMENT SERVICES	PLANNING	1,302,890.00	282,000.00	1,584,890.00	
		DEVELOPMENT SERVICES	2,425,415.00	(1,744,000.00)	681,415.00	
		FIELD OPERATIONS	809,660.00	(263,000.00)	546,660.00	
		PUBLIC SAFETY	10,620,975.00	(24,200.00)	10,596,775.00	
		PUBLIC WORKS	4,630,000.00	(2,098,000.00)	2,532,000.00	
		STREETS AND ROADS	3,250,000.00	(786,000.00)	2,464,000.00	
		OTHER CONTRATED SERVICES	4,960,000.00	(1,000,000.00)	3,960,000.00	
		CIVIC FINANCIAL CENTER	4,233,000.00	(323,000.00)	3,910,000.00	
		INDUSTRY HILLS MAINTENANCE	372,000.00	22,000.00	394,000.00	
		HABITAT AND OPEN SPACE	1,010,600.00	-	1,010,600.00	
		GENERAL FUND-TOTAL EXPENDITURES	\$ 47,254,960.00	\$ (6,629,880.00)	\$ 40,625,080.00	
	ENTERPRISE FUNDS					
160		IPHMA	661,145.00	494,000.00	1,155,145.00	
161		IPUC ELECTRIC	4,089,845.00	968,000.00	5,057,845.00	
		ENTERPRISE FUND-TOTAL EXPENDITURES	\$ 4,750,990.00	\$ 1,462,000.00	\$ 6,212,990.00	
120	CAPITAL IMPROVEMENTS FUNDS	CITY CAPITAL IMPROVEMENTS-TOTAL EXPENDITURES	\$ 59,900,000.00	\$ (34,683,000.00)	\$ 25,217,000.00	
320	FLEET MANAGEMENT FUND		\$ 80,000.00	\$ (80,000.00)	-	
			\$ 80,000.00	\$ (80,000.00)	-	
		TOTAL EXPENDITURES	\$ 111,985,950.00	\$ (39,930,880.00)	\$ 72,055,070.00	

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE DETAIL
FISCAL YEAR 2018-2019**

Exhibit D				
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
	Revenue			
145-91-1 ASSESSMENT				
4026	Property Tax Assessment	638,000.00	(638,000.00)	-
		638,000.00	(638,000.00)	-
	Expenses			
100-GENERAL FUNDS				
	ADMINISTRATIVE			
	501-CITY COUNCIL			
5610	Travel and Meetings	50,000.00	(25,000.00)	25,000.00
		50,000.00	(25,000.00)	25,000.00
	502-CITY CLERK			
5001	Salaries	195,780.00	(107,490.00)	88,290.00
5120.01	Professional Services	20,000.00	(20,000.00)	-
		215,780.00	(127,490.00)	88,290.00
	503-CITY MANAGER			
5001	Salaries	508,965.00	59,030.00	567,995.00
		508,965.00	59,030.00	567,995.00
	507-CENTRAL SERVICES			
5021	Dues and Subscriptions	2,350.00	4,700.00	7,050.00
5620	Vehicle Expenses	-	8,500.00	8,500.00
5900	General Engineering	-	40,000.00	40,000.00
6085	Parking Citations	-	30,000.00	30,000.00
		2,350.00	83,200.00	85,550.00
	508-HUMAN RESOURCES			
5001	Salaries	89,880.00	(5,900.00)	83,980.00
5120.02	Legal Services	-	25,000.00	25,000.00
		89,880.00	19,100.00	108,980.00

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE DETAIL
FISCAL YEAR 2018-2019**

Exhibit D				
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
	520-CITY ATTORNEY/LEGAL			
5120.01	Professional Services	110,000.00	(80,000.00)	30,000.00
5120.02	Legal Services	1,450,000.00	100,000.00	1,550,000.00
		1,560,000.00	20,000.00	1,580,000.00
	528-LEGISLATIVE SERVICES	145,000.00	-	145,000.00
		145,000.00	-	145,000.00
	FINANCIAL SERVICES			
	505-CITY TREASURER			
5001	Salaries	244,380.00	(83,620.00)	160,760.00
5120.01	Professional Services	720,000.00	(458,500.00)	261,500.00
		964,380.00	(542,120.00)	422,260.00
	506-FINANCE			
5001	Salaries	680,720.00	(178,200.00)	502,520.00
5120.01	Professional Services	170,000.00	530,000.00	700,000.00
		850,720.00	351,800.00	1,202,520.00
	525-INFORMATION TECHNOLOGY			
5001	Salaries	113,340.00	(38,400.00)	74,940.00
5120.01	Professional Services	950,000.00	(700,000.00)	250,000.00
5695.01	Computer Services	55,000.00	187,200.00	242,200.00
5695.02	Computer Equipment	50,000.00	(20,000.00)	30,000.00
5695.04	Computer Software	10,000.00	(9,000.00)	1,000.00
		1,178,340.00	(580,200.00)	598,140.00
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS			
	621-COMMUNITY PROMOTIONS & ECONOMIC DEVELOPMENT	1,685,000.00	-	1,685,000.00
		1,685,000.00	-	1,685,000.00
	620-EL ENCANTO	335,100.00	-	335,100.00
		335,100.00	-	335,100.00

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE DETAIL
FISCAL YEAR 2018-2019**

Exhibit D				
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
	626-WORKMAN TEMPLE HOMESTEAD			
5900	General Engineering	6,000.00	46,000.00	52,000.00
		6,000.00	46,000.00	52,000.00
	DEVELOPMENT SERVICES			
	521-Planning			
5001	Salaries	188,760.00	(118,000.00)	70,760.00
5120.01	Professional Services	715,000.00	400,000.00	1,115,000.00
		903,760.00	282,000.00	1,185,760.00
	526-DEVELOPMENT SERVICES			
5001	Salaries	224,775.00	(136,000.00)	88,775.00
5560	Equipment Rental	-	8,000.00	8,000.00
5900	General Engineering	1,625,000.00	(1,616,000.00)	9,000.00
		1,849,775.00	(1,744,000.00)	105,775.00
	527-FIELD OPERATIONS			
5001	Salaries	223,560.00	(122,600.00)	100,960.00
5120.01	Professional Services	360,000.00	(140,400.00)	219,600.00
		583,560.00	(263,000.00)	320,560.00
	601-PUBLIC SAFETY			
5001.02	Salaries-Part-time	115,860.00	(24,200.00)	91,660.00
		115,860.00	(24,200.00)	91,660.00
	622-PUBLIC WORKS			
5900	General Engineering	3,930,000.00	(1,448,000.00)	2,482,000.00
7030	Storm Water Compliance/NPDES	650,000.00	(650,000.00)	-
		4,580,000.00	(2,098,000.00)	2,482,000.00
	623-Streets and Roads			

CITY OF INDUSTRY				
MID-YEAR BUDGET UPDATE				
REVENUE/EXPENDITURE DETAIL				
FISCAL YEAR 2018-2019				
				Exhibit D
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
5130	Planning Survey and Design	50,000.00	(50,000.00)	-
5640	Advertising and Printing	25,000.00	(25,000.00)	-
5900	General Engineering	1,300,000.00	(257,000.00)	1,043,000.00
7020	Storm Drains	230,000.00	(230,000.00)	-
7060	Sewers	40,000.00	(40,000.00)	-
7210	Street Light Repairs	300,000.00	(200,000.00)	100,000.00
7240	Traffic Striping	100,000.00	(50,000.00)	50,000.00
7260	Bridge Maintenance	50,000.00	(50,000.00)	-
7280	Highway Safety Lighting Maintenance	20,000.00	44,000.00	64,000.00
7290.01	Accident Repair/Traffic	75,000.00	72,000.00	147,000.00
		2,190,000.00	(786,000.00)	1,404,000.00
	624-Other Contracted Services			
7410	Public ROW (Right of Way) Maintenance	3,460,000.00	(1,000,000.00)	2,460,000.00
		3,460,000.00	(1,000,000.00)	2,460,000.00
	625-Civic Financial Center Expenses			
5120.02	Legal Services	100,000.00	(70,000.00)	30,000.00
5130	Planning Survey and Design	-	198,000.00	198,000.00
5562	Office Equipment and Furniture	20,000.00	(15,000.00)	5,000.00
5792	Resource Planning	6,000.00	12,000.00	18,000.00
5900	General Engineering	450,000.00	(448,000.00)	2,000.00
		576,000.00	(323,000.00)	253,000.00
	627-Industry Hills Maintenance			
5550	Repair and Maintenance Equipment	3,000.00	7,000.00	10,000.00
5565	Small Equipment and Supplies	5,000.00	15,000.00	20,000.00
		8,000.00	22,000.00	30,000.00
	628-Habitat and Open Space	1,010,600.00	-	1,010,600.00
		1,010,600.00	-	1,010,600.00
	FUND-100 TOTAL ADJUSTED BUDGET EXPENDITURES	\$ 22,869,070.00	\$ (6,629,880.00)	\$ 16,239,190.00

CITY OF INDUSTRY				
MID-YEAR BUDGET UPDATE				
REVENUE/EXPENDITURE DETAIL				
FISCAL YEAR 2018-2019				
				Exhibit D
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
ENTERPRISE FUNDS				
160-INDUSTRY PROPERTY AND HOUSING				
5001	Salaries	-	33,000.00	33,000.00
5025	Miscellaneous	-	26,000.00	26,000.00
5120.01	Professional Services	-	435,000.00	435,000.00
		-	494,000.00	494,000.00
161-CITY ELECTRIC				
5013	Telephone	12,000.00	27,000.00	39,000.00
5060.01	Special Taxes and Fees-Electric	-	79,000.00	79,000.00
5120.01	Professional Services	170,000.00	286,000.00	456,000.00
5695.01	Computer Services	-	11,000.00	11,000.00
5900	General Engineering	60,000.00	565,000.00	625,000.00
		242,000.00	968,000.00	1,210,000.00
		\$ 242,000.00	\$ 1,462,000.00	\$ 1,704,000.00
120-CAPITAL IMPROVEMENTS FUNDS		\$ 59,900,000.00	\$ (34,683,000.00)	\$ 25,217,000.00
320-FLEET MANAGEMENT FUND		\$ 80,000.00	\$ (80,000.00)	\$ -
		\$ 80,000.00	\$ (80,000.00)	\$ -
		\$ 83,729,070.00	\$ (40,568,880.00)	\$ 43,160,190.00

City of Industry
Transfer Schedule
Mid-Year Budget Update
Fiscal Year 2018-2019

							Exhibit E
Fund	Account	Description	Transfer In	Transfer Out	Mid Year Budget Adjustment		
100	9800.14	General Fund - Debt Services		26,443,180.00			
100	9800.95	General Fund - Fleet		80,000.00		(80,000.00)	
100	9800.35	General Fund - Housing		450,345.00		494,000.00	
100	9800.34	General Fund - CRIA Admin		591,985.00			
100	9800.34	General Fund - CRIA-Expo		474,145.00			
100	9800.05	General Fund - CIPs		1,365,000.00			
140	4800.14	City Debt Services	26,443,180.00				
320	4800.95	Fleet Management	80,000.00			(80,000.00)	
160	4800.35	IPHMA	450,345.00			494,000.00	
360	4800.34	CRIA	1,066,130.00				
360	9800.44	CRIA		474,145.00			
361	4800.44	EXPO Center	474,145.00				
120	4800.05	CIP	1,365,000.00				
135	9800.72	Tax Override		50,465,200.00			
440	4800.72	IPFA	50,465,200.00				
			80,344,000.00	80,344,000.00		-	

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
1. Grade Separations				
A	Nogales Street Grade Separation (near Gale Avenue/Walnut Drive North)	75,000	\$ 25,000	50,000
B	Fullerton Road Grade Separation (near Railroad Street and Gale Avenue)	1,760,000	\$ 150,000	1,610,000
C	Fairway Drive Grade Separation (near Walnut Drive North)	3,460,000	\$ 3,460,000	-
D	Puente Avenue Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	75,000	\$ 50,000	25,000
E	Fairway Drive Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	20,000	\$ 5,000	15,000
F	Turnbull Canyon Road Grade Separation at UPRR's L.A. Subdivision tracks (near Salt Lake Avenue)	150,000	\$ 150,000	-
		5,540,000	\$ 3,840,000	1,700,000
2. Street Widening, Reconstruction, Resurfacing, and Slurry Seal				
A	Workman Mill Road Resurfacing and Street Lighting - Oakman Drive to Valley Boulevard (co-op project with L.A. County)	694,000	\$ 5,000	689,000
B	Colima Road Widening and Intersection Modifications from Stoner Creek Road to Azusa Avenue (co-op project with L.A. County)	10,000	\$ 5,000	5,000
C	Walnut Drive South Street Widening and Storm Drain Improvements	1,980,000	\$ 900,000	1,080,000
D	Annual Slurry Seal Project FY 19	300,000	\$ 300,000	-
E	Valley Boulevard resurfacing, Azusa Way to 500' east of Hambleton Avenue	685,000	\$ 50,000	635,000
F	Crossroads Parkway South Reconstruction or Replacement with PCC Pavement (from the north side of the bridge over the Pomona Freeway to Crossroads Parkway North)	100,000	\$ 10,000	90,000

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
G	Bonelli Street reconstruction and resurfacing MP 13-03	530,000	\$ 50,000	480,000
H	Don Julian Road & Unruh Ave. Resurfacing, 6th Avenue to 7th Avenue & Don Julian/6th Avenue Traffic Signal	1,000,000	\$ 200,000	800,000
I	San Jose Avenue Reconstruction (500' west of Nogales Street to 400' west of Charlie Road)	1,750,000	\$ 200,000	1,550,000
J	Arenth Avenue Reconstruction from Fullerton Road to Nogales Street	3,990,000	\$ 500,000	3,490,000
K	Reconstruct Portions of Bixby Drive and Chestnut Street (near the peaker plant)	685,000	\$ 30,000	655,000
L	Coiner Court Reconstruction and Resurfacing	185,000	\$ 20,000	165,000
M	6th Avenue Reconstruction from Lomitas Avenue to Valley Boulevard (co-op with L.A. County)	630,000	\$ 60,000	570,000
N	Pellissier Place Reconstruction and Resurfacing, Peck Road to Workman Mill Road	10,000	\$ -	10,000
O	Louden Lane Resurfacing	135,000	\$ 20,000	115,000
P	Stafford Street Resurfacing from Unruh Avenue to Hudson Avenue	-	\$ -	-
Q	Stoner Creek Road Reconstruction from Gale Avenue to Castleton Street, and Gale Avenue (east bound right turn lane including sidewalk, landscaping and embankment pavers at the bridge under the Pomona Freeway)	-	\$ -	-
R	Rowland Avenue Reconstruction, Lawson Avenue to 800' west of Ajax Avenue	1,000,000	\$ 100,000	900,000
S	Lemon Avenue Improvements	1,000,000	\$ 3,800,000	(2,800,000)
T	Clark Avenue & 9th Avenue	105,000	\$ 50,000	55,000

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
U	Citywide Street Curb & Median Re-Painting	15,000	\$ 260,000	(245,000)
	Valley Boulevard PCC Pavement, Hacienda Boulevard to Turnbull Canyon Road	-	\$ -	-
	Baldwin Park Blvd. & Amar Road Guardrail & Intersection Improvements	-	\$ -	-
V	Valley Blvd - Old Valley to Azusa	200,000	\$ 100,000	100,000
W	Walnut Drive North Widening, Fairway to Nogales	600,000	\$ 100,000	500,000
X	East Gale Avenue (AutoMall)	75,000	\$ -	75,000
Y	Annual Bustop ADA Improvements	525,000	\$ 75,000	450,000
Z	Fullerton Road PCC, Rowland to Valley	400,000	\$ 120,000	280,000
AA	Business Parkway Reconstruction	200,000	\$ 200,000	-
AB	Annual Pavement Rehabilitation FY 19	1,300,000	\$ 1,300,000	-
AC	Citywide Sign Replacement	695,000	\$ 695,000	-
AD	Gale Avenue Realignment	300,000	\$ 60,000	240,000
AE	Fairway Grade Separation Streetlight project	160,000	\$ 20,000	140,000
AF	Auto Mall Car Dealership Alley Improvements	80,000	\$ 70,000	10,000
	Preliminary Design of E-W Bicycle Path		\$ 40,000	(40,000)
	-	19,339,000	\$ 9,340,000	9,999,000

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
3. Bridge Widening, Seismic Retrofit, and Preventative Maintenance				
A	Azusa Avenue Bridge Painting (bridge spans over Valley Boulevard, UPRR R/W, San Jose Creek and Chestnut Street)	7,360,000	\$ 50,000	7,310,000
B	Grand Avenue Bridge Widening at San Jose Creek	320,000	\$ 150,000	170,000
C	Seismic Retrofit Anaheim-Puente Over San Jose Creek	370,000	\$ 10,000	360,000
D	Nelson Avenue Over Puente Creek	420,000	\$ 10,000	410,000
	Bridge Rehabilitaion - Valley Boulevard over Old Valley		\$ 100,000	(100,000)
		8,470,000	\$ 320,000	8,150,000
4. Traffic Signal and Traffic Related Improvements				
	Don Julian Road and 6th Avenue Traffic Signal and Intersection Modifications (new signal; includes R/W)	-	\$ -	-
A	Traffic Signal and Intersection Modifications at Nelson Avenue and Sunset Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente)	1,000,000	\$ 250,000	750,000
B	Traffic Signal and Intersection Modifications at Nelson Avenue and Puente Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente and L.A. County)	1,000,000	\$ 250,000	750,000
C	Azusa Avenue and Temple Avenue Intersection Modifications (for dual right turn lanes for eastbound Temple Avenue to southbound Azusa Avenue)	950,000	\$ 50,000	900,000
		2,950,000	\$ 550,000	2,400,000
5. Storm Drain & Stormwater Improvements				
A	Ajax Avenue Storm Drain	325,000	\$ 360,000	(35,000)
	Grade Separation Pump House Upgrades	-	\$ -	-

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
B	Regional Infiltration Basin - MS4 Requirement (San Angelo Park)	150,000	\$ 30,000	120,000
C	Catch Basin Retrofits Phase I - MS4 Requirement	200,000	\$ 25,000	175,000
D	Multi-Benefit Stormwater Capture Projects for USGR EWMP (30% design)	175,000	\$ 200,000	(25,000)
	City of Industry Stormwater Capture Project	-	\$ -	-
E	Four Grade Separation Pump House Upgrades	1,730,000	\$ 25,000	1,705,000
F	Catch Basin Retrofits Phase II - MS4 Requirement	1,300,000	\$ 100,000	1,200,000
G	Kella Avenue Storm Drain	150,000	\$ 60,000	90,000
		4,030,000	\$ 800,000	3,230,000
6. IPUC - Water Utility				
A	Starhill Lane & 3rd Avenue Waterline Improvements	545,000	\$ 60,000	485,000
B	4th Avenue & Trailside Waterline Improvements	647,500	\$ 60,000	587,500
C	Don Julian & basetdale Waterline Improvements	270,000	\$ 40,000	230,000
D	Lomitas Generator	338,000	\$ 10,000	328,000
		1,800,500	\$ 170,000	1,630,500
7. IPUC - Electric Utility				
A	Electric Vehicle ("EV") Pay for Use Charging Stations at the Metrolink	385,000	\$ 385,000	-
B	Azusa-Chestnut Development (Distribution lines & service connections)	30,000	\$ 10,000	20,000
C	City Streelights Purchase & LED upgrade	3,230,000	\$ 3,230,000	-
D	IBC East Side Street Light, Cabling, & Fiber Optic Substructure Plan (PUI)	155,000	\$ 20,000	135,000
E	Grand Crossing Substation - Phase 1,2,3 Substructure & Cabling (PUI)	-	\$ -	-

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
F	Metrolink Station Video Security System, Installation & Commission Services	98,000	\$ 115,000	(17,000)
G	Expansion of Solar Energy System at Metrolink Station	200,000	\$ 100,000	100,000
	Street lights on Amar Road, Aileron Ave to Echelon Ave		\$ 50,000	(50,000)
		4,098,000	\$ 3,910,000	188,000
8. Expo Center at Industry Hills				
	Sewer Main Replacement, Realignment, Installation of PVC Lining Repairs and Adjustment of Manholes, at various locations throughout the complex	-	\$ -	-
A	Sewer Design - Expo Center Sewer Main Replacement	640,000	\$ 110,000	530,000
B	Painting the Grand Arena	1,200,000	\$ 1,200,000	-
C	Parking Lot Improvements	1,580,000	\$ 600,000	980,000
D	Pavillion Building Upgrades	-	\$ -	-
E	Avalon Room	1,600,000	\$ 100,000	1,500,000
F	Patio Café Improvements	2,625,000	\$ 125,000	2,500,000
G	Expo Center Gate Entrance Improvements	295,000	\$ 270,000	25,000
H	Grand Arena Building Improvements	-	\$ -	-
	Design Build Services for Solar Carport Canopy Power Generation System at City Hall	-	\$ -	-
I	Expo Barn Facilities Lighting Design & Specification Services	155,000	\$ 155,000	-
J	Industry Hills Trail Grading Improvements Design	440,000	\$ 200,000	240,000
K	Industry Hills Trail Lighting Design	800,000	\$ 800,000	-
		9,335,000	\$ 3,560,000	5,775,000
9. Industry Hills Golf & Convention Facilities				

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
A	Repair settlement damage at the parking structure and adjacent employee parking area, including repairs of the perimeter parking lot lighting	375,000	\$ 60,000	315,000
B	Repair settlement damage at the laundry building	375,000	\$ 50,000	325,000
		750,000	\$ 110,000	640,000
10. Open Spaces/Tonner Canyon/Tres Hermanos				
A	Replacement of Steel Waterline Crossing over Brea Creek (\$175,000) and Upgrades of the Booster Pump Station at Brea Canyon Road (\$40,000) (Just East of the 57 Fwy)	325,000	\$ 10,000	315,000
B	Replacement of Water Lines and Valves	340,000	\$ 10,000	330,000
C	Follows Camp	350,000	\$ 150,000	200,000
D	Arnold Reservoir Rip Rap	350,000	\$ 100,000	250,000
		1,365,000	\$ 270,000	1,095,000
11. Civic Center Facilities				
A	City Hall Emergency Standby Power Generator	305,000	\$ 470,000	(165,000)
B	Design Build Services for Solar Carport Canopy Power Generation System at City Hall	430,000	\$ 550,000	(120,000)
C	LED Lighting Upgrade & Water Closet Replacement	-	\$ -	-
D	City Hall Signage & Painting	130,000	\$ 50,000	80,000
	City Hall Roof Replacement		\$ 200,000	(200,000)
	Civic Financial Center Landscaping Improvements		\$ 50,000	(50,000)
		865,000	\$ 1,320,000	(455,000)

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
12. Facilities Improvements				
A	El Encanto Convalescent Hospital Roof Repair	100,000	\$ 100,000	-
B	El Encanto Underground Electrical (Parking Lot Lighting)	82,000	\$ 82,000	-
C	Hudson Building Design, Phase 1	185,000	\$ 350,000	(165,000)
D	Hatcher Warehouse Upgrades	100,000	\$ 20,000	80,000
E	El Encanto - carpet, moulding, wall covering & Hand Rails	465,000	\$ 200,000	265,000
F	El Encanto - Sub Acute Dialysis Center	280,000	\$ 100,000	180,000
G	Hudson Building, Phase 2	100,000	\$ 50,000	50,000
H	Hatcher Yard Facility Demolition	45,000	\$ 45,000	-
	Site Plan for Sheriff Trailer		\$ 80,000	(80,000)
	GRAND TOTALS	\$ 1,357,000	\$ 1,027,000	330,000
		\$ 59,899,500	\$ 25,217,000	\$ 34,682,500
		-		

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Mathew Hudson, Project Manager, CNC Engineering *M.H.*

DATE: March 28, 2019

SUBJECT: A Resolution of the City Council of the City of Industry, California, expressing the intention to vacate a portion of Old Brea Canyon Road in the City of Industry and setting a time and place for a public hearing thereon

Background:

The Successor Agency to the Industry Urban-Development Agency has redeveloped the parcels east and west of Grand Avenue, south of the Union Pacific Railroad Los Angeles Subdivision and north of the State Route 57/60 Freeways creating new roadways, infrastructure and pads for future use. On June 12, 2018 the Planning Commission approved Tentative Parcel Map 352 to subdivide an existing 597.38 acre parcel into five developable and ten non-developable parcels. As part of the subdivision, there is excess right of way for Old Brea Canyon Road that is encroaching into one of the proposed parcels.

Discussion:

Before the final parcel map can be recorded, the City needs to vacate the right of way for that portion of Old Brea Canyon Road. As part of the redevelopment of the Industry Business Center, a new road way is being constructed, Grand Crossing Parkway. This will eliminate the need for a portion of Old Brea Canyon Road. Therefore, pursuant to Sections 8300 *et seq.*, of the California Streets & Highways Code ("Code"), the City is permitted to adopt a resolution vacating a street, highway or public easement, after a public hearing, and upon making findings that the street is unnecessary for present or prospective public use.

By adopting the attached Resolution, the City Council will be setting the time and place for the public hearing to vacate subject Old Brea Canyon Road, as required by Section 8320 of the Code. That time and place is proposed to be at 9:00 a.m., April 11, 2019, in the City Council Chambers.

Fiscal Impact:

There is no Fiscal Impact.

Recommendation:

Staff recommends City Council approve and adopt Resolution No. 2019-13, a Resolution of Intention to vacate a portion of Old Brea Canyon Road and set the time and place for public hearing for 9:00 a.m., April 11, 2019, in the City Council Chambers.

Exhibit:

A. Resolution No. 2019-13

TH/JN/MH:jv

EXHIBIT A

Resolution No. 2019-13

[Attached]

RESOLUTION NO. CC 2019-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY EXPRESSING THE INTENT TO VACATE A
PORTION OF OLD BREA CANYON ROAD WITHIN THE CITY
OF INDUSTRY AND SETTING A TIME AND PLACE FOR A
PUBLIC HEARING**

RECITALS

WHEREAS, California Streets and Highways Code Section 8320 *et seq.*, provides for summary vacation of streets and public service easements; and

WHEREAS, the City proposes to vacate a portion of Old Brea Canyon Road located in the City of Industry, California; and

WHEREAS, the portion of Old Brea Canyon Road is a public service easement as defined in Streets and Highways Code Section 8306; and

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

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

SECTION 1. The City Council of the City of Industry does hereby declare its intention to proceed under and pursuant to the provisions of Chapter 3 of Division 9, Part 3, of the Streets and Highways Code of the State of California, Section 8300 *et seq.*, and hereby declares its intention to order the vacation of a portion of Old Brea Canyon Road in the City of Industry, as described on the attached legal description and map, marked Exhibits "A1", said maps and legal descriptions being on file and open to public inspection in the office of the City Clerk.

SECTION 2. The hour of 9:00 a.m. on the 11th day of April, 2019, at 15651 Stafford Street, City of Industry, California, in the Council Chambers, is hereby designated as the time and place for all persons interested, or objecting to the proposed vacation to appear and be heard in connection therewith.

SECTION 3. The City Clerk's office is directed to post notice of said proposed vacation conspicuously along the line of the public service easements or portions thereof proposed to be vacated at least fourteen (14) days before the date of said hearing. Such notices shall be prepared and posted pursuant to Section 8323 of the Streets and Highway Code of the State of California.

SECTION 4. This Resolution shall be posted as provided in Section 8322 of the California Streets and Highways Code and shall be published once a week for two weeks prior to the hearing in the San Gabriel Valley Tribune.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the Deputy City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 28, 2019 by the following vote:

- AYES: COUNCIL MEMBERS:
- NOES: COUNCIL MEMBERS:
- ABSTAIN: COUNCIL MEMBERS:
- ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Mathew Hudson, Project Manager, CNC Engineering *M.H.*

DATE: March 28, 2019

SUBJECT: A Resolution of the City Council of the City of Industry, California, expressing the intention to vacate four public service easements located on assessor parcel numbers 8179-007-933, 8719-007-934, 8719-022-904, and 8719-009-910 within the City of Industry and setting a time and place for a public hearing thereon

Background:

The Successor Agency to the Industry Urban-Development Agency has redeveloped the parcels east and west of Grand Avenue, south of the Union Pacific Railroad Los Angeles Subdivision and north of the State Route 57/60 Freeways creating new roadways, infrastructure and pads for future use. On June 12, 2018 the Planning Commission approved Tentative Parcel Map 352 to subdivide an existing 597.38 acre parcel into five developable and ten non-developable parcels. As part of the subdivision and the development, there are four public service easements that need to be vacated.

Discussion:

Before the final parcel map can be recorded, the four public service easements need to be vacated. There is a slope easement along Grand Avenue, a 10-foot wide storm drain easement, variable width easement for debris basin purposes and a variable width ingress and egress easement. The slope easement along Grand Avenue is no longer needed due to the grading of the adjacent hillsides which eliminated the slopes. A storm drain was never constructed within the storm drain easement. The debris basin was removed during the creation of the pads and the ingress egress easement was to gain access to the debris basin which no longer exists.

Therefore, pursuant to Sections 8300 *et seq.*, of the California Streets & Highways Code ("Code"), the City is permitted to adopt a resolution vacating a street, highway or public easement, after a noticed public hearing, and upon making findings that the public service easements are unnecessary for present or prospective public use.

By adopting the attached resolution, the City Council will be setting the time and place for the public hearing to vacate subject four public service easements, as required by Section 8320 of the Code. That time and place is to be at 9:00 a.m., April 11, 2019, in the City Council Chambers.

Fiscal Impact:

There is no Fiscal Impact.

Recommendation:

Staff recommends City Council approve and adopt Resolution No. 2019-14, a Resolution of Intention to four public service easements and set the time and place for public hearing for 9:00 a.m., April 11, 2019, in the City Council Chambers.

Exhibit:

A. Resolution No. 2019-14

TH/JN/MH:jv

EXHIBIT A

Resolution No. 2019-14

[Attached]

RESOLUTION NO. CC 2019-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY EXPRESSING THE INTENT TO VACATE FOUR PUBLIC SERVICE EASEMENTS LOCATED ON ASSESSOR PARCEL NUMBERS 8179-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910, WITHIN THE CITY OF INDUSTRY AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

RECITALS

WHEREAS, California Streets and Highways Code Section 8320 *et seq.*, provides for summary vacation of streets and public service easements; and

WHEREAS, the City proposes to vacate a slope easement, storm drain easement, debris basin easement and an ingress and egress easement located in the, City of Industry, California, Assessor Parcel Numbers 8179-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910; and

WHEREAS, the slope easement, storm drain easement, debris basin easement and ingress and egress easements are public service easements as defined in Streets and Highways Code Section 8306; and

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

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

SECTION 1. The City Council of the City of Industry does hereby declare its intention to proceed under and pursuant to the provisions of Chapter 3 of Division 9, Part 3, of the Streets and Highways Code of the State of California, Section 8300 *et seq.*, and hereby declares its intention to order the vacation of a slope easement, storm drain easement, debris basin easement and an ingress and egress easement, located on Assessor Parcel Numbers 8179-007-933, 8719-007-934, 8719-022-904, AND 8719-009-910 in the City of Industry, as described on the attached legal descriptions, marked Exhibits "A1, A2, and A3", said maps and legal descriptions being on file and open to public inspection in the office of the City Clerk.

SECTION 2. The hour of 9:00 a.m. on the 11th day of April, 2019, at 15651 Stafford Street, City of Industry, California, in the Council Chambers, is hereby designated as the time and place for all persons interested, or objecting to the proposed vacation to appear and be heard in connection therewith.

SECTION 3. The City Clerk’s office is directed to post notice of said proposed vacation conspicuously along the line of the public service easements or portions thereof proposed to be vacated at least fourteen (14) days before the date of said hearing. Such notices shall be prepared and posted pursuant to Section 8323 of the Streets and Highway Code of the State of California.

SECTION 4. This Resolution shall be posted as provided in Section 8322 of the California Streets and Highways Code and shall be published once a week for two weeks prior to the hearing in the San Gabriel Valley Tribune.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the Deputy City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 28, 2019 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, 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: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

DATE: March 14, 2019

SUBJECT: Consideration of Resolution No. CC 2019-15, a Resolution of the City Council of the City of Industry, California, adopting an amendment to the City's Employee Handbook to add a policy regarding annual performance reviews.

BACKGROUND:

According to the recent January 2019, State Controllers report, there were several findings that they recommended that the City implement. One of those findings recommended, is that the City establish a policy to ensure that City employees are given annual performance reviews.

Annual performance reviews were inconsistently implemented by previous administrations. This amendment will establish in writing the State Controller's Office recommendation that the City add annual performance reviews to the Employee Handbook. Below is the proposed language for the policy as follows:

III. EMPLOYEE CLASSIFICATION AND CATEGORIES OF EMPLOYMENT

J. PERFORMANCE REVIEWS

- 1) Every regular full-time and part-time City employee shall receive an annual review on or before their anniversary date. The review shall be done by the employees supervisor and may include recommendation for either a merit increase, no merit increase, or a performance improvement plan. The City Manager shall review and signoff on all annual performance reviews. Annual performance evaluations shall have direct bearing on your employment, including your eligibility for salary merit increases and advancement.
- 2) The City Manager shall receive an annual review by the City Council or as shall be

stated in the City Managers contract. The positions of City Treasurer and City Clerk shall also receive an annual review by the City Council because they are appointed positions by the City Council.

RECOMENDATION:

Staff recommends that the City Council approve the policies and procedures for annual performance reviews and recommends that the City Council adopt Resolution No. CC 2019-15.

Exhibits:

- A. Resolution No. CC 2019-15

TH/TH

RESOLUTION NO. CC 2019-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING A POLICY FOR PERFORMANCE REVIEW

RECITALS

WHEREAS, the State Controller's Office ("SCO") recently conducted a review of the City's existing internal control system for conducting operations, preparing financial reports, safeguarding assets, and ensuring proper use of public funds; and

WHEREAS, the SCO's report released on January 23, 2019, identified some deficiencies in the City's internal control system; and

WHEREAS, in an effort to implement best practices, and to address certain concerns set forth in the SCO's report, the City Council desires to implement certain policies and procedures; and

WHEREAS, the recent January 2019, State Controllers report recommended that the City establish a policy to ensure that City employees are given annual performance reviews. The Performance Review Policy is attached hereto as Exhibit A, and incorporated herein by reference.

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Industry as follows:

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

SECTION 2: The City Council hereby adopts the Performance Review Policy, attached hereto as Exhibit A.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on March 28, 2019 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

Attachment A

III. EMPLOYEE CLASSIFICATION AND CATEGORIES OF EMPLOYMENT

J. PERFORMANCE REVIEWS

- 1) Every regular full-time and part-time City employee shall receive an annual review on or before their anniversary date. The review shall be done by the employees supervisor and may include recommendation for either a merit increase, no merit increase, or a performance improvement plan. The City Manager shall review and signoff on all annual performance reviews. Annual performance evaluations shall have direct bearing on your employment, including your eligibility for salary merit increases and advancement.
- 2) The City Manager shall receive an annual review by the City Council or as shall be stated in the City Managers contract. The positions of City Treasurer and City Clerk shall also receive an annual review by the City Council because they are appointed positions by the City Council.

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer *JN*
Upendra Joshi, Senior Project Manager, CNC Engineering *UJ*

DATE: March 28, 2019

SUBJECT: Consideration of Amendment No. 1 to the Agreement for Consulting Services with Transportation & Energy Solutions, Inc. for On-Call Traffic Engineering Services, extending the Term through March 28, 2022

Background:

Through the Request for Qualifications ("RFQ") process, the City created an on-call traffic engineering consultant bench in 2016. As part of this RFQ, Transportation & Energy Solutions, Inc. ("Transportation & Energy") was selected as one of the consultants to provide on-call traffic engineering services. On April 14, 2016, the City signed a Professional Services Agreement with Transportation & Energy to provide traffic engineering consulting services, as needed, throughout the City, in the amount of \$250,000.

Discussion:

The contract term for Transportation & Energy will end on April 14, 2019. At this time, staff recommends an amendment to extend the term. Due to the expiration of the Term, this amendment extends the Term through March 28, 2022 to allow Transportation & Energy to continue with the services. Transportation & Energy has been providing traffic engineering consulting services like review and comment on Traffic Control Plans, Traffic Signal Plans, Signing & Striping Plans, Traffic Study Report for various projects. So far, Transportation & Energy has only used approximately \$60,000 out of the original contract amount of \$250,000. As there is still approximately \$190,000 in funds available, there is no need for a budget increase with this amendment.

Fiscal Impact:

There is no fiscal impact with this Amendment.

Recommendation:

- 1) Staff recommends the City Council approve Amendment No. 1 to the Agreement for Consulting Services with Transportation & Energy Solutions, Inc.

Exhibit:

- A. Amendment No. 1 to the Agreement for Consulting Services with Transportation & Energy Solutions, Inc. dated March 28, 2019

TH/JN/UJ:jv

EXHIBIT A

Amendment No. 1 to the Agreement for Consulting Services with Transportation &
Energy Solutions, Inc. dated March 28, 2019

[Attached]

**AMENDMENT NO. 1
TO AGREEMENT FOR CONSULTING SERVICES WITH TRANSPORTATION &
ENERGY SOLUTIONS, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 28th day of March, 2019, by and between the City of Industry, a California municipal corporation (“City”) and Transportation & Energy Solutions, Inc., a California Sub-S Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about April 2016, the Agreement was entered into and executed between the Parties to provide on-call traffic engineering services; and

WHEREAS, the term of the Agreement expires on April 14, 2019, and the Parties desire to extend the term to March 28, 2022, to allow Consultant to continue providing services to the City; and

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

AMENDMENT

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

Section 1. Term

Section 1 is hereby revised to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in full effect until tasks described herein are completed, but in no event later than March 28, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

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

“CITY”
City of Industry

“CONSULTANT”
Transportation & Energy Solutions, Inc.

By: _____
Troy Helling, City Manager

By: _____
Nathaniel Behura, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 1

**AGREEMENT FOR CONSULTING SERVICES WITH TRANSPORTATION & ENERGY
SOLUTIONS, INC. DATED APRIL 14, 2016**

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 14, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Transportation & Energy Solutions, Inc., a California Sub-S corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 14, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

(d) Consultant shall comply with all applicable federal, state, and local laws,

regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

(b) Prior to beginning work under the "on-call" agreement, the consultant shall submit a detailed scope of work and budget for each assigned task for accounting purposes. Approval of each assigned task shall be granted by the City prior to proceeding with specific work task.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two

Hundred and Fifty Thousand Dollars (\$250,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall

allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability.

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

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

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the

performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

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

To Consultant: Transportation & Energy Solutions, Inc.
5475 Brentwood Place
Yorba Linda, CA 92887
Attn: Nathaniel Behura, President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

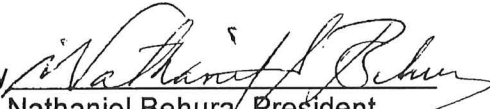
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of Industry

By: 
Paul Philips, City Manager

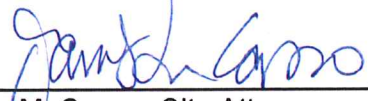
"CONSULTANT"
Transportation & Energy Solutions, Inc.

By: 
Nathaniel Behura, President

Attest:

By: 
Cecelia Dunlap, Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide all aspects of design services, including developing and completing plans, specifications, estimates and reports, for traffic engineering services for the construction of various improvements, which include, but is not limited to:

- Signal Timing
- Warrant Investigations for signals and turn lanes
- Safety Studies
- Traffic Data Collection
- Traffic studies
- Traffic Signal improvements
- Signing and Striping
- Street lighting

Services to be provided include:

- Preparation of Plans, Specifications, and Engineer's Estimates, in accordance with the City's policies and the Standard Specifications for Public Works Construction, as amended by the "Gray book" (Additions and amendments to the Standard Specifications for Public Works Construction) and all other applicable governing agencies for each specific project
- Third party review of plans, specifications and cost estimates
- Review of traffic engineering related submittals during construction
- Review of temporary traffic control plans
- Traffic counts and traffic demand analysis
- Accident analysis
- Speed survey analysis

Other Related Engineering Services:

- Develop plans and specifications necessary for the orderly implementation and construction of multiple phases of construction work
- Minimize construction claims prevention as part of design
- Implement and execute an extensive Quality Assurance/Quality Control program and correct overlooked material
- Assist the City in developing bid and contract documents, for public works bidding
- Attend meetings with the design team, as needed
- Attend pre-bid conference

- Attend pre-construction conference
- Participate in team building sessions with the City, contractor, and other consultants
- Utilize electronic information control system for use by the design consultant, City staff, and stakeholders
- Coordinate and assist the City in obtaining pertinent permits
- Develop construction schedules
- Coordinate or attend meetings with other City Departments or outside agencies, as deemed necessary
- Assist the City in responding to City Council and public inquires or concerns regarding the design
- Prepare quantity calculations
- Assist the City with interpreting contract documents and assist the City in resolving disputes or uncertainties
- Prepare quantity calculations
- Review, track, process, shop drawings, submittals, RFIs, RFCs, RFQs, etc. as needed by the City
- Recommend final approvals to the City
- Prepare all documentation for storage
- Scan, digitize, and organize all digital media related documents as deemed by the Engineer
- All developed material shall be the property of the City including electronic data compiled

EXHIBIT B

RATE SCHEDULE

Rates will apply for all work performed from April 14, 2016 to April 14, 2019.

Principal Transportation Engineer Nathaniel Behura, MS, MBA Glen Pedersen, P.E.	\$155/hour
Senior Transportation Engineer James Harris, T.S.O.S.	\$150/hour
Senior Bicycle/Ped Facilities Planner Charles Gandy	\$165/hour
Senior Design Specialist Maurice Cruz	\$110/hour
Transportation Engineer II	\$110/hour
Senior Administrative Personnel	\$95/hour
Transportation Engineer I Jacob Vu Jose Soria	\$95/hour
Technician	\$75/hour
Senior Field Operations Specialist Joe Provenza	\$150/hour
Senior Traffic Operations Engineer/Synchro Can Doan, P.E.	\$150/hour
Resident Engineer/QA-QC David Nelson, P.E.	\$150/hour
Senior Field Inspector	\$115/hour
Field Inspector	\$105/hour

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Troy Helling, City Manager *TH*

Staff: Bing Hyun, Assistant City Manager *BH*

Date: March 28, 2019

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with JMDiaz, Inc. for Engineering Staff Augmentation Services increasing the compensation by \$200,000 and extending the term to June 30, 2020

Background:

On November 17, 2016, City Council approved a Professional Services Agreement (“Agreement”) with JMDiaz, Inc. (“JMD”) for engineering staff augmentation services, from November 17, 2016 to November 17, 2019, for an amount not to exceed \$3,000,000. Engineering staff augmentation services include peer review of designs and plans; research, data collection and field review; and contract administration.

Currently, JMD has completed 90% of its remaining six assigned capital improvement projects (“CIP”). However, there would be a time and cost savings if the firm is allowed to complete the remaining 10% instead of reassigning the work to a new firm that is unfamiliar with the projects. JMD has also provided staff augmentation services related to procurement and agreements and continuing those contract administration services would assist with the transition to current City and contract staff.

Staff is requesting an additional \$200,000 be added to JMD’s Agreement for staff augmentation to continue assigned CIP work and contract administration, and to amend the Agreement’s hourly rate schedule by adding “Sr. Contracts Manager” to correct an oversight of the position’s exclusion from the Agreement. Staff is also requesting the term be extended to June 30, 2020 to provide time to complete all CIP work.

Discussion:

Staff is requesting City Council approve Amendment No. 1 to add \$200,000 and extend the term to June 30, 2020. Also add the position of “Sr. Contracts Manager” to JMD’s Agreement. If approved, the total Agreement cost will be a not-to-exceed amount of \$3,200,000.

Table 1 – Summary of Agreement Cost

Professional Services Agreement	\$3,000,000
Amendment No. 1 (proposed)	\$200,000
Total	\$3,200,000

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1.) City staff recommends that City Council approve Amendment No. 1 to the Professional Services Agreement with JMDiaz, Inc., in an amount not to exceed \$200,000 and extend the term to June 30, 2020

Exhibit:

- A. Amendment No. 1 to Professional Services Agreement with JMDiaz, Inc.
-

TH/BH:kt

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with JMDiaz, Inc.,
dated March 28, 2019

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES
WITH JMDIAZ, INC.**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 28th day of March, 2019, (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”) and JMDiaz, Inc., (“Consultant”), a California corporation. The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, on or about November 17, 2016, the Agreement was entered into and executed between the City and Consultant to provide engineering staff augmentation services; and

WHEREAS, the Parties desire to amend the Agreement to increase the compensation by \$200,000.00 to continue engineering staff augmentation services, amend Exhibit B of the Agreement to add the title “Sr. Contracts Manager” to correct an oversight of the position’s exclusion from the Agreement, and extend the term to June 30, 2020; and

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

AMENDMENT

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

Section 1. TERM

The first sentence of Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement

Section 4. PAYMENT

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

(a) This amount shall not exceed Three Million Two Hundred Dollars (\$3,200,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit B. RATE SCHEDULE

Exhibit B is hereby amended by adding the following:

Professional	
Sr. Contracts Manager	\$93.62/hour

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

“CITY”

City of Industry

“CONSULTANT”

JMDiaz, Inc.

By: _____
Mark D. Radecki, Mayor

By: _____
Juan M. Diaz,
President & CEO

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.7



CITY OF INDUSTRY

MEMORANDUM

To: Honorable Mayor Radecki and Members of the City Council

From: Troy Helling, City Manager *TH*

Staff: Bing Hyun, Assistant City Manager *[Signature]*

Date: March 28, 2019

SUBJECT: Discussion and consideration of Housing Element Annual Progress Report

Background:

California Government Code §65300 requires every city and county within the State to adopt a General Plan for the physical development of the jurisdiction. In short, a General Plan establishes a City's vision for long-term growth and provides strategies and implementing actions to achieve this vision. The General Plan helps to guide decision-making by residents, property owners, business interests, and elected and appointed officials about public and private land use and development.

Industry's General Plan includes seven state-mandated element topics: Land Use, Circulation, Housing, Safety, Noise, Conservation, and Open Space. Unlike other elements, the Housing Element undergoes a rigorous review and certification process with the California Department of Housing and Community Development (HCD). The City of Industry General Plan, including the certified Housing Element, was adopted in 2014. The Housing Element is typically updated more frequently than the rest of the General Plan as established by state law.

Discussion:

Housing Elements are subject to mandated reporting requirements. Historically, general law cities were required to prepare a Housing Element Annual Progress Report and submit it to HCD and the Governor's Office of Planning and Research (OPR) for review. However, passage of AB 879 (Grayson), Statutes of 2017, extended that requirement to charter cities. Beginning with the 2017 APR, all California cities (general law and charter cities) are required to send a Housing Element Annual Progress Report (APR) to HCD and OPR on April 1st.

Government Code § 65400 requires APRs to cover the status of program implementation, including progress toward meeting the jurisdiction's share of regional housing needs

(pursuant to Govt. Code §65584) and local efforts to remove governmental constraints to the development and maintenance of housing. APRs must be considered at a public meeting before the City Council so members of the public have an opportunity to provide oral or written comments.

The attached documents conform to state requirements for Housing Element APRs in 2018 and 2017. These documents are in different styles due to formatting changes made at the state level in those respective years. After review, staff recommends that the City Council authorize transmittal of both APRs to HCD and OPR.

Please note that both the Housing Element and entire General Plan are now subject to annual reviews at the state level. However, sweeping changes in state housing laws approved in 2017, often referred to as the “2017 housing package,” resulted in the City of Industry prioritizing its meeting of the April 1, 2019 deadline for the Housing Element APR.

Fiscal Impact:

No fiscal impact.

Recommendation:

- 1.) City staff recommends that City Council receive and file the Housing Element Annual Progress Reports for 2018 and 2017; then transmit copies to the California Department of Housing and Community Development and Governor’s Office of Planning and Research by email on April 1, 2019, as required by state law.

Exhibit:

- A. 2018 Housing Element Annual Progress Report
- B. 2017 Housing Element Annual Progress Report

TH/BH:yp

EXHIBIT A

City of Industry 2018 Housing Element Annual Progress Report

[Attached]

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Industry
 Reporting Period 1/1/2017 - 12/31/2017

Table A
Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶▶			0	0	0	0					
(10) Total by income Table A/A3 ▶▶											
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Industry
Reporting Period 1/1/2017 - 12/31/2017

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	Although the City of Industry maintains properties, these activities do not meet the specific rehabilitation activity criteria outlined in the Government Code.
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate						0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Industry
 Reporting Period 1/1/2017 - 12/31/2017

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	0										0	0
	Non-deed restricted											0	
Low	Deed Restricted	0										0	0
	Non-deed restricted											0	
Moderate	Deed Restricted	0										0	0
	Non-deed restricted											0	
Above Moderate		0										0	0
Total RHNA by COG. Enter allocation number:		0										0	0
Total Units ▶▶▶													
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Industry
 Reporting Period 1/1/2017 - 12/31/2017

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
1: Redevelopment Tax Increment Funds	Close out remaining transfer of tax increment funds required by state law.	Ongoing	On September 30, 2013, the trial court ruled that the subject tax increment transfers were not enforceable obligations, and that in adopting the Dissolution Act the Legislature intended to preclude further transfers of tax increment (Southern California Association of Non-Profit Housing v. State of California, Department of Finance et al., Sacramento Superior Court Case No. 34-2012-80001355). Background information: The Successor Agency's enforceable obligations submitted to the Department of Finance (DOF) included transfers of tax increment revenue to HACoLA for Fiscal Years 2011-2012 and 2012-13 as part of the Industry Housing Program. DOF rejected the inclusion of the proposed transfers. In response to the DOF's rejection, housing groups led by SCANPH filed a lawsuit against the State and lost. Therefore, the Industry Housing Program had to be dissolved along with the redevelopment agency.
2: Workforce Housing	Continue to provide workforce housing opportunities for City employees. Allow for a one-for-one replacement of housing units lost to demolition, conversion, or disaster in order to maintain adequate housing options	Ongoing	No units were demolished in 2017. As the industrial hub of southern California, the City operates 24-7 and has found it beneficial to provide limited workforce housing for critical positions. The City allows one-for-one replacement of units lost to demolition, conversion, or disaster to maintain the housing supply.
3: Building Permit and Code Enforcement Services	Continue to contract for building plan check and building permit services. Continue to enforce building and zoning codes applicable to residential uses or property maintenance in the city.	Ongoing and within three years of adoption.	The City of Industry contracts with the County of Los Angeles to provide building plan check and permit services for structures in the community. The City provides a permit flow chart on its website to inform developers and property owners. The City enforces zoning code provisions on a complaint basis.
4: Infrastructure Maintenance	Maintain infrastructure and public services that enhance the safety, appearance, and condition of neighborhoods.	Ongoing	The City's residential areas have infrastructure in place, however, surrounding commercial and industrial uses result in wear and tear. The City continues to maintain infrastructure and provide public services in a manner that enhances neighborhoods. These include infrastructure such as streets, curbs, gutters, sidewalks, traffic signals, and other improvements.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Industry
 Reporting Period 1/1/2017 - 12/31/2017

5: Housing Maintenance and Rehabilitation Assistance	Provide grants for which homeowners may apply for home maintenance and rehabilitation. Make up to 5 grants available per year for which property owners may apply. Publicize the program at City Hall and in "Industry News." Seek additional funding and partners to administer the program.	Ongoing	The City of Industry provides up to \$15,000 in grants (once every five years) to City of Industry homeowners or landlords for maintenance and repairs such as roofing, plumbing, electrical, or other code violations. The program also offers the opportunity to make energy conservation improvements. The grant program was not open in 2017.
6: Community Care Facilities	Amend the Municipal Code to define licensed residential care facilities serving six or fewer clients as a permitted "by-right" residential use in all zones allowing for residential use. Define licensed residential care facilities serving seven or more clients and allow, with an approved a conditional use permit, in the Institutional Zone.	Concurrent with Housing Overlay Zone	The City of Industry Municipal Code was amended to address community care facilities, also known as residential care facilities, in 2015 (Ord. 787 § 3, 2015)
7: Housing Overlay Zone	Establish a Housing Overlay Zone that allows residential uses required under the Housing Element Law. For multifamily residential housing needed to address the RHNA, the Housing Overlay Zone will: 1) permit owner- and renter-occupied multifamily residential uses; and 2) require a minimum density of 20 units per acre. Seek available funding and partnership opportunities to facilitate development of affordable housing in the Housing Overlay Zone. The City will also offer fee waivers, development standard modifications, and expedited processing for projects that address the RHNA. Amend the Zoning Code to provide residential development standards and approval procedures to facilitate development in the Housing Overlay Zone.	Within three years of adoption of the housing element.	In 2017, the City was working with an affordable housing developer to explore new housing opportunities. This effort eventually fell through. The City also began exploring another opportunities to meet its regional housing needs allocation (RHNA).

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Industry

Reporting Period 1/1/2017 - 12/31/2017

8: Housing for Homeless People	Amend the Municipal Code to permit at least one emergency shelter without a conditional use permit or other discretionary permit in the Institutional Zone with capacity to address the City's unmet need. Define transitional and supportive housing and permit such uses as a residential use in all zones allowing residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.	Within one year of adoption of the housing element.	The City of Industry Municipal Code was amended to address emergency shelters and transitional housing in 2015 (Ord. 787 § 4, 2015).
9: Fair Housing Opportunity	Support equal housing opportunity and provide referral service for residents. Produce a brochure to publicize the program. Advertise in "Industry News" and at City Hall on an annual basis.	Annually	The City of Industry provides fair housing referral services for residents on an as needed basis.
10: Housing Outreach	Produce information for the "Industry News" announcing housing and service-related information for residents. Prepare annual housing element progress report for submission to HCD on an annual basis.	Annually	As a Charter City incorporated for the purpose of providing commerce, the City of Industry is new to HCD's APR process. The City did not publish housing news in 2017, but is making plans to do so in Summer 2019.
11: Energy Conservation	Encourage energy efficiency in the housing grant program and water efficiency programs. Provide brochure advertising available energy efficiency programs offered by the City or local utility.	Annually	The City encourages energy efficiency through various property improvement projects, repairs performed by the Industry Property and Housing Management Authority, and its Housing Maintenance and Rehabilitation grant program. Formally advertising various energy conservation programs is being planned for Summer 2019.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Industry
Reporting Period 1/1/2017 - 12/31/2017

General Comments:

Historically, the City of Industry is focused on commerce and residential was a non-conforming use. The City is in the process of understanding how to create housing opportunities in a heavily industrial and commercial community. In 2017, the City explored opportunities to work with a residential developer on two adjacent sites identified in the adopted Housing Element. Unfortunately that partnership did not move forward. The City is looking for other opportunities to establish affordable housing, write down existing units, etc.

EXHIBIT B

City of Industry 2017 Housing Element Annual Progress Report
[Attached]

Please Start Here

General Information	
Jurisdiction Name	Industry
Reporting Calendar Year	2018
Contact Information	
First Name	Bing
Last Name	Hyun
Title	Assistant City Manager
Email	bhyun@cityofindustry.org
Phone	(626) 333-2211
Mailing Address	
Street Address	15625 E. Stafford Street
City	City of Industry
Zipcode	91744

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Industry	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs. Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1											1
	Non-Deed Restricted												
Low	Deed Restricted	1											1
	Non-Deed Restricted												
Moderate	Deed Restricted												
	Non-Deed Restricted												
Above Moderate													
Total RHNA		2											
Total Units													2

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Industry
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D
Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
1: Redevelopment Tax Increment Funds	Close out remaining transfer of tax increment funds required by state law.	Ongoing	On September 30, 2013, the trial court ruled that the subject tax increment transfers were not enforceable obligations, and that in adopting the Dissolution Act the Legislature intended to preclude further transfers of tax increment (Southern California Association of Non-Profit Housing v. State of California, Department of Finance et al., Sacramento Superior Court Case No. 34-2012-80001355). Background information: The Successor Agency's enforceable obligations submitted to the Department of Finance (DOF) included transfers of tax increment revenue to HCoLA for Fiscal Years 2011-2012 and 2012-13 as part of the Industry Housing Program. DOF rejected the inclusion of the proposed transfers. In response to the DOF's rejection, housing groups led by SCANPH filed a lawsuit against the State and lost. Therefore, the Industry Housing Program had to be dissolved along with the redevelopment agency.
2: Workforce Housing	Continue to provide workforce housing opportunities for City employees. Allow for a one-for-one replacement of housing units lost to demolition, conversion, or disaster in order to maintain adequate housing options	Ongoing	As the industrial hub of southern California, the City operates 24-7 and has found it beneficial to provide limited workforce housing for critical positions. The City allows one-for-one replacement of units lost to demolition, conversion, or disaster to maintain the housing supply.
3: Building Permit and Code Enforcement Services	Continue to contract for building plan check and building permit services. Continue to enforce building and zoning codes applicable to residential uses or property maintenance in the city.	Ongoing and within three years of adoption.	The City of Industry contracts with the County of Los Angeles to provide building plan check and permit services for structures in the community. The City provides a permit flow chart on its website to inform developers and property owners. The City enforces zoning code provisions on a complaint basis.
4: Infrastructure Maintenance	Maintain infrastructure and public services that enhance the safety, appearance, and condition of neighborhoods.	Ongoing	The City's residential areas have infrastructure in place, however, surrounding commercial and industrial uses result in wear and tear. The City continues to maintain infrastructure and provide public services in a manner that enhances neighborhoods. These include infrastructure such as streets, curbs, gutters, sidewalks, traffic signals, and other improvements.
5: Housing Maintenance and Rehabilitation Assistance	Provide grants for which homeowners may apply for home maintenance and rehabilitation. Make up to 5 grants available per year for which property owners may apply. Publicize the program at City Hall and in "Industry News." Seek additional funding and partners to administer the program.	Ongoing	The City of Industry provides up to \$15,000 in grants (once every five years) to City of Industry homeowners or landlords for maintenance and repairs such as roofing, plumbing, electrical, or other code violations. The program also offers the opportunity to make energy conservation improvements. The grant program was not open in 2018.
8: Community Care Facilities	Amend the Municipal Code to define licensed residential care facilities serving six or fewer clients as a permitted "by-right" residential use in all zones allowing for residential use. Define licensed residential care facilities serving seven or more clients and allow, with an approved a conditional use permit, in the Institutional Zone.	Concurrent with Housing Overlay Zone	The Municipal Code was amended to address community care facilities in 2015 (Ord. 787 § 3, 2015)
7: Housing Overlay Zone	Establish a Housing Overlay Zone that allows residential uses required under the Housing Element Law. For multifamily residential housing needed to address the RHNA, the Housing Overlay Zone will: 1) permit owner- and renter-occupied multifamily residential uses; and 2) require a minimum density of 20 units per acre. Seek available funding and partnership opportunities to facilitate development of affordable housing in the Housing Overlay Zone. The City will also offer fee waivers, development standard modifications, and expedited processing for projects that address the RHNA. Amend the Zoning Code to provide residential development standards and approval procedures to facilitate development in the Housing Overlay Zone.	Within three years of adoption of the housing element.	The City planned to amend the Municipal Code and General Plan to establish a Housing Overlay Zone. The Housing Overlay Zone would allow permit owner- and renter-occupied multifamily residential uses and require a minimum density of 20 units per acre. In 2017, the City started working with an affordable housing developer to explore opportunities for multifamily housing on two sites. The project would have included a General Plan Amendment, Zone Change, and residential development guidelines to allow residential uses on the site. Ultimately the project did not move forward due to the dissolution of the partnership between the City and developer. In 2019, the City retained a housing consultant to implement the 2013-2021 Housing Element and explore additional residential opportunities in different locations already suited for housing. These concepts will be further detailed in the next several months and the City anticipates working with HCD staff to ensure their feasibility and effectiveness in addressing the 2014-2021 RHNA.
8: Housing for Homeless People	Amend the Municipal Code to permit at least one emergency shelter without a conditional use permit or other discretionary permit in the Institutional Zone with capacity to address the City's unmet need. Define transitional and supportive housing and permit such uses as a residential use in all zones allowing residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.	Within one year of adoption of the housing element.	The Municipal Code was amended to address emergency shelters and transitional housing in 2015 (Ord. 787 § 4, 2015).
9: Fair Housing Opportunity	Support equal housing opportunity and provide referral service for residents. Produce a brochure to publicize the program. Advertise in "Industry News" and at City Hall on an annual basis.	Annually	A brochure or flier to publicize fair housing information will be published in Summer 2019; this advertisement will also be available at City Hall, on the City's website, and will be advertised in a locally circulated publication.
10: Housing Outreach	Produce information for the "Industry News" announcing housing and service-related information for residents. Prepare annual housing element progress report for submission to HCD on an annual basis.	Annually	As a Charter City incorporated for the purpose of providing commerce, the City of Industry is new to HCD's APR process. The City has retained a housing consultant to facilitate the implementation of the 2013-2021 Housing Element. Industry is submitting APRs for 2018 (this file) and 2017. An article on housing efforts will be posted on the City's website in Summer 2019 and may also be posted in a locally circulated publication.
11: Energy Conservation	Encourage energy efficiency in the housing grant program and water efficiency programs. Provide brochure advertising available energy efficiency programs offered by the City or local utility.	Annually	The City encourages energy efficiency through various property improvement projects, repairs performed by the Industry Property and Housing Management Authority, and its Housing Maintenance and Rehabilitation grant program. Advertisements for local energy efficiently programs will be published at City Hall and on the City's website in Summer 2019; they may also be advertised in a locally circulated publication.

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Industry
Reporting Year	2018 (Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0

Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Industry
Reporting Period	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									