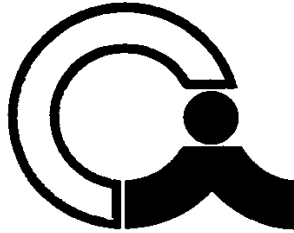


CITY OF INDUSTRY

CITY COUNCIL
REGULAR MEETING AGENDA

SEPTEMBER 24, 2015
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Roy Haber, III
Council Member Newell Ruggles
Council Member - Vacant

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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

5. **NEW BUSINESS**

- 5.1 Interview of applicant to fill the vacated City Council seat, and consideration of appointment to fill the unexpired term.

RECOMMENDED ACTION: Conduct interview, and consider appointment.

6. **CONSENT CALENDAR**

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

- 6.1 Consideration of Register of Demands.

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

- 6.2 Consideration of the minutes of the June 11, 2015 regular meeting.

RECOMMENDED ACTION: Approve as submitted.

- 6.3 Consideration of the minutes of the June 22, 2015 special meeting.

RECOMMENDED ACTION: Approve as submitted.

- 6.4 Consideration of an agreement between the City of Industry and Kevin Radecki for employment from July 1, 2015 through and including June 30, 2016.

RECOMMENDED ACTION: Approve the Agreement.

- 6.5 Consideration of a Professional Services Agreement between the City of Industry and The Pun Group, LLP, to provide auditing services for Fiscal Year 2015-2016.

RECOMMENDED ACTION: Approve the Agreement.

7. **ACTION ITEMS**

- 7.1 Consideration of Mayor's appointments of a Voting Delegate and an Alternate Voting Delegate to the Foothill Transit Joint Powers Authority Governing Board.

RECOMMENDED ACTION: Council to approve Mayor's appointments.

- 7.2 Consideration of Cooperative Agreement No. 07-5033 with the State of California Department of Transportation for the construction of the Grand Avenue Off-Ramp.

RECOMMENDED ACTION: Approve the Agreement.

- 7.3 Consideration of a Memorandum of Understanding between the City of Industry and the Successor Agency to the Industry Urban-Development Agency for the expenditure of City grant funds on the Grand Avenue Off-Ramp Project.

RECOMMENDED ACTION: Approve the Memorandum of Understanding.

- 7.4 Consideration of Minor Lot Line Adjustment Application No. 78 submitted by the Successor Agency to the Industry Urban-Development Agency to adjust the boundaries of two existing parcels to meet the development standards of the City for the northeast corner of Parriott Place West and Don Julian Road.

RECOMMENDED ACTION: Approve Minor Lot Line Adjustment No. 78.

- 7.5 Consideration of Minor Lot Line Adjustment Application No. 79 submitted by the Successor Agency to the Industry Urban-Development Agency to adjust the boundaries of four existing parcels to match the proposed site plan for the southeast corner of Azusa Avenue and Chestnut Street.

RECOMMENDED ACTION: Approve Minor Lot Line Adjustment No. 79.

- 7.6 Consideration of Minor Lot Line Adjustment Application No. 80 submitted by the Successor Agency to the Industry Urban-Development Agency to adjust the boundaries of two existing parcels to match the proposed site plan for the southeast corner of Azusa Avenue and Chestnut Street.

RECOMMENDED ACTION: Approve Minor Lot Line Adjustment No. 80.

- 7.7 Discussion regarding the possibility of receiving additional revenue to fund projects that may have a positive impact on the community.

RECOMMENDED ACTION: Discuss and provide direction to the City Manager.

8. **CITY COUNCIL COMMITTEE REPORTS**

9. **AB 1234 REPORTS**

10. **CITY COUNCIL COMMUNICATIONS**

11. **CLOSED SESSION**

11.1 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: APN Numbers: 8701-021-271, 8701-022-270 & 273, 1000-011-019, 020, 021 & 022, 1000-021-013 & 014, 1000-031-014 & 015

City Negotiators: City Manager and City Attorney

Negotiating Party: Successor Agency to the Industry Urban-Development Agency

Under Negotiation: Price and Terms

12. Adjournment. Next regular meeting: Thursday, October 8, 2015 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1



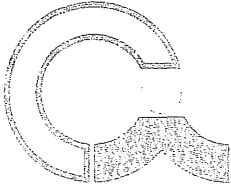
MEMORANDUM

TO: The Honorable Mayor and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: September 18, 2015
SUBJECT: City Council Vacancy

As directed, City staff developed an application process for the vacant City Council seat. As a result, the application was locally posted, available on the City's website, and there was a local news article discussing the vacancy and the process to fill the seat. The deadline to apply was set for Thursday September 17, 2015, at 5:00 p.m.

Following the process, the City received one application (attached) from Mr. Abraham N. Cruz.

IT IS RECOMMENDED that the City Council provide Mr. Cruz an opportunity to introduce himself, as well as ask any questions of Mr. Cruz, and at that time the Council may make the appointment. The appointment would be for the balance of the unexpired term (June 2017).

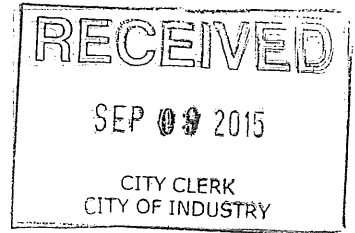


CITY OF INDUSTRY

Incorporated June 18, 1957

CITY OF INDUSTRY

APPLICATION FOR CITY COUNCIL AND RELATED AGENCIES



To: The Honorable Mayor and Members of the City Council

Please accept this correspondence as my formal interest in serving on the City of Industry Council. Attached please find a brief summary of why I wish to serve on the City of Industry City Council or related agency, along with my qualifications.

I very much appreciate your consideration.

Sincerely,

Abraham N. Cruz
Print your name

Address

Phone Number

Email Address

[Signature]
Signature

9/9/15
Date

Deadline for submitting application is September 17, 2015 by 5:00 p.m.

Request for Consideration

Abraham Cruz

Mr. Mayor and members of the Industry City Council,

My name is Abraham Cruz. I respectfully ask for you to consider me for an appointment to your current city council vacancy. I make this request with a lot of thought and seriousness.

As a heavy equipment operator, I have spent the last eight years working daily on the City of Industry's infrastructure. I have been amazed and impressed with emphasis this city puts on our streets, underpasses and overpasses that become so critical with the two major transcontinental rail lines that roughly form our borders. Obviously, our focus on moving traffic helps the 80,000 workers a day in our city, but it is also an untold story that benefits all of our neighboring cities in the San Gabriel Valley.

In the same vein, I have spent countless days working on the Tres Hermanos ranch and the former Boy Scout property. The accumulation of these properties and the vision and potential of this asset is testament to the legacy of past City Councils. I believe the future legacy of this City will be determined by our long range planning of this property.

The City of Industry has always been about jobs. While Melinda and I are raising Angelique and Mariyah, I never take for granted the importance of a paycheck and the American dream. I hope to work

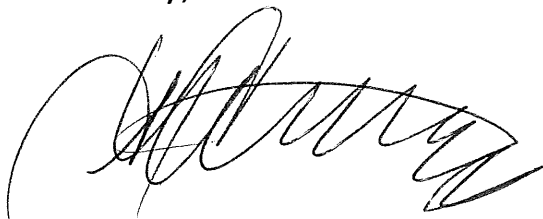
with you to save jobs in the City of Industry and pledge to work with you to bring more good paying jobs to support working families.

Because of my work in the city, I am well aware of the outstanding service the Youth Activities League and the Rodeo provide to underprivileged kids, not just in our city, but in our surrounding communities as well. I hope that I can become more involved, as many of you Council people have, to give back to the community as well.

Finally, let me say thank you for even considering my application. I want to formally thank you for your trust in appointing me to the Planning Commission. Obviously, none of us knew this Council vacancy was going to occur. My pledge to you is that I will do my homework, listen, learn, and be a team player to work with all of you to continue to make the City of Industry the economic engine of the San Gabriel Valley.

Thank you for your time. I would be happy to take any of your questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abraham Cruz', written in a cursive style.

Abraham Cruz

CITY COUNCIL

ITEM NO. 6.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF SEPTEMBER 24, 2015**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,557,082.30
105	AQMD GRANT FUND	156.88
120	CAPITAL IMPROVEMENT FUND	85,330.95
140	CITY DEBT SERVICE	1,500.00
161	IPUC - ELECTRIC	143,366.75
TOTAL ALL FUNDS		1,787,436.88

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	173,251.31
REF	REFUSE - CKING ACCOUNT	12,895.31
WFBK	WELLS FARGO- CKING ACCOUNT	1,601,290.26
TOTAL ALL BANKS		1,787,436.88

**CITY OF INDUSTRY
BANK OF AMERICA
September 24, 2015**

Check	Date	Payee Name		Check	Amount
CITYELEC.CHK - City Electric					
1362	09/08/2015	CITY OF INDUSTRY			\$103,251.31
	Invoice	Date	Description	Amount	
	09/08/15	09/08/2015	TRANSFER FUNDS-ELECTRIC	\$103,251.31	

CITYGEN.CHK - City General

24281	09/08/2015	CIVIC RECREATIONAL INDUSTRIAL			\$70,000.00
	Invoice	Date	Description	Amount	
	09/08/15	09/08/2015	TRANSFER FUNDS-CRIA A/P	\$70,000.00	

Checks	Status	Count	Transaction Amount
	Total	2	\$173,251.31

**CITY OF INDUSTRY
WELLS FARGO REFUSE
September 24, 2015**

Check	Date	Payee Name		Check Amount
REFUSE - Refuse Account				
4164	08/31/2015	CLARION CONSTRUCTION		\$12,895.31
	Invoice	Date	Description	Amount
	08/31/15	08/31/2015	REFUND-ACCT #086883	\$12,895.31

Check	Status	Count	Transaction Amount
	Total	1	\$12,895.31

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62607	09/09/2015		AT & T	\$8.93
	Invoice	Date	Description	Amount
	2016-00000252	09/01/2015	09/01-09/30/15 SVC - CITY WHITE PAGES	\$8.93
62608	09/09/2015		GAS COMPANY, THE	\$104.13
	Invoice	Date	Description	Amount
	2016-00000253	09/02/2015	07/31-08/31/15 SVC - 710 NOGALES ST	\$15.29
	1135HATCH-SEP15	09/02/2015	07/31-08/31/15 SVC - 1135 HATCHER AVE	\$18.19
	2016-00000254	09/04/2015	08/04-09/02/15 SVC - 1 INDUSTRY HILLS PKWY	\$16.23
	2016-00000255	09/04/2015	08/04-09/02/15 SVC - 2700 CHINO HILLS PKWY	\$54.42
62609	09/09/2015		HAGERTY, MARIA L.	\$736.35
	Invoice	Date	Description	Amount
	SUMMER 2015	09/08/2015	REIMBURSE FOR TUITION/BOOKS	\$736.35
62610	09/09/2015		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	DP 15-7	09/02/2015	FEE-NOTICE OF AVAILABILITY	\$75.00
62611	09/09/2015		ROWLAND WATER DISTRICT	\$1,448.95
	Invoice	Date	Description	Amount
	2016-00000256	08/26/2015	07/14-08/18/15 SVC - HURLEY ST & VALLEY	\$311.99
	2016-00000257	08/26/2015	07/14-08/18/15 SVC - 18044 ROWLAND-LAWSON	\$119.76
	2016-00000258	08/26/2015	07/14-08/18/15 SVC - 17401 VALLEY BLVD	\$338.09
	2016-00000259	08/26/2015	07/14-08/18/15 SVC - 930 AZUSA AVE	\$425.09
	2016-00000260	08/26/2015	07/15-08/18/15 SVC - AZUSA AVENUE 205597	\$116.86
	2016-00000261	08/26/2015	07/15-08/18/15 SVC - AZUSA AVENUE - CENTER	\$137.16
62612	09/09/2015		SO CALIFORNIA EDISON COMPANY	\$15,555.38
	Invoice	Date	Description	Amount
	2016-00000245	09/01/2015	08/17-08/28/15 SVC - 17370 GALE AVE - FINAL BILL	\$34.27

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date	Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo				
	2016-00000246	09/02/2015 08/01-09/01/15 SVC - 600 BREA CYN RD	\$488.30	
	2016-00000247	09/02/2015 08/01-09/01/15 SVC - 1 VALLEY/AZUSA	\$16.62	
	2016-00000248	09/03/2015 08/04-09/02/15 SVC - 208 S WADDINGHAM WAY CP	\$111.43	
	2016-00000249	09/03/2015 08/01-09/01/15 SVC - VARIOUS SITES	\$1,904.27	
	15660STAFF-SEP15	09/04/2015 07/29-08/27/15 SVC - 15660 STAFFORD ST	\$3,649.29	
	2016-00000250	09/04/2015 08/04-09/02/15 SVC - 15625 STAFFORD ST	\$8,127.14	
	2016-00000251	09/05/2015 08/01-09/01/15 SVC - NOGALES ST/SAN JOSE AVE	\$617.02	
	1135HATCH-SEP15	09/05/2015 08/06-09/04/15 SVC - 1135 HATCHER AVE	\$607.04	
62613	09/09/2015	SUBURBAN WATER SYSTEMS	\$412.80	
	Invoice	Date	Description	Amount
	180030781752	09/02/2015	08/05-09/02/15 SVC - NE CNR VALLEY/STIMS	\$412.80
62614	09/09/2015	TELEPACIFIC COMMUNICATIONS	\$4,243.50	
	Invoice	Date	Description	Amount
	70223070-0	08/31/2015	INTERNET SVC-METRO SOLAR/CITY HALL	\$4,243.50
62615	09/09/2015	UNIVERSITY OF LA VERNE	\$1,807.50	
	Invoice	Date	Description	Amount
	SUMMER 2015	09/08/2015	TUITION FEES-MARIA L. HAGERTY	\$1,807.50
62616	09/09/2015	VERIZON	\$271.87	
	Invoice	Date	Description	Amount
	2016-00000262	08/25/2015	08/25-09/24/15 SVC - ELECTRIC MODEM	\$52.88
	2016-00000263	08/25/2015	08/25-09/24/15 SVC - ELECTRIC MODEM	\$62.43
	2016-00000264	08/28/2015	08/28-09/27/15 SVC - ELECTRIC MODEM	\$62.43
	2016-00000265	08/28/2015	08/28-09/27/15 SVC - ELECTRIC MODEM	\$55.18
	2016-00000266	08/28/2015	08/28-09/27/15 SVC - ELECTRIC MODEM	\$38.95
62617	09/09/2015	VERIZON WIRELESS - LA	\$114.03	
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	9751348175	08/26/2015	07/27-08/26/15 SVC - MOBILE BROADBAND	\$114.03
62618	09/16/2015		CAL-PERS	\$1,700.00
	Invoice	Date	Description	Amount
	09/15/15	09/15/2015	GASB 68 VALUATION REPORT FEES-PLANS #1226 &	\$1,700.00
62619	09/16/2015		GAS COMPANY, THE	\$224.73
	Invoice	Date	Description	Amount
	2016-00000270	09/09/2015	86-9/4/15 SVC-15633 RAUSCH RD	\$112.89
	2016-00000271	09/09/2015	8/6-9/4/15 SVC-15625 STAFFORD #A	\$16.23
	2016-00000272	09/09/2015	8/6-9/4/15 SVC-15625 STAFFORD #B	\$14.30
	2016-00000273	09/09/2015	8/6-9/4/15 SVC-15651 STAFFORD	\$24.94
	2016-00000274	08/21/2015	8/1-9/1/15 SVC-I INDUSTRY HILLS PKY #B	\$56.37
62620	09/16/2015		ProcureIT USA, LLC	\$384.52
	Invoice	Date	Description	Amount
	PIT16712	08/13/2015	COMPUTER SUPPLIES	\$384.52
62621	09/16/2015		RICOH USA, INC.	\$3,448.87
	Invoice	Date	Description	Amount
	47107877	09/06/2015	COPIER LEASE-SEP 2015	\$3,166.14
	47119698	09/06/2015	COPIER LEASE-HR	\$282.73
62622	09/16/2015		SHELL	\$284.10
	Invoice	Date	Description	Amount
	8000073489509	09/04/2015	FUEL-CITY VEHICLES	\$284.10
62623	09/16/2015		SO CALIFORNIA EDISON COMPANY	\$18,416.55
	Invoice	Date	Description	Amount
	2016-00000280	09/09/2015	8/1-9/1/15 SVC-208 S WADDINGHAM WAY	\$17,269.20
	2016-00000282	09/09/2015	8/6-9/4/15 SVC--VARIOUS	\$128.74

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000283	09/10/2015	8/1-9/1/15 SVC-GALE AVE/L STREET	\$36.60
	2016-00000284	09/11/2015	7/15-9/8/15 SVC-VARIOUS SITES-VALLEY BLVD U	\$679.41
	2016-00000285	09/12/2015	8/12-9/11/15 svc-490 7TH U	\$67.22
	2016-00000286	09/11/2015	8/11-9/10/15 SVC-575 BALDWIN PK AVE U	\$65.39
	1123HATCH-SEP15	09/05/2015	8/6-9/4/15 SVC-1123 HATCHER AVE #A	\$169.99
62624	09/16/2015		SO CALIFORNIA EDISON COMPANY	\$67.77
	Invoice	Date	Description	Amount
	2016-00000281	09/09/2015	7/24-8/24/15 SVC-5010 ENGLISH RD	\$67.77
62625	09/16/2015		SOUTH COAST A.Q.M.D.	\$127.51
	Invoice	Date	Description	Amount
	2853024	09/01/2015	FLAT FEE EMISSIONS-EL ENCANTO	\$127.51
62626	09/16/2015		VERIZON	\$2,137.66
	Invoice	Date	Description	Amount
	2016-00000275	09/01/2015	9/1-9/30/15 SVC-GENERATOR SITE-TELEMETRY	\$55.18
	2016-00000276	09/01/2015	9/1-9/30/15 SVC-GENERATOR SITE-TELEMETRY	\$58.06
	2016-00000277	09/01/2015	9/1-9/30/15 SVC-CITY HALL FAXES	\$515.52
	2016-00000278	09/01/2015	9/1-9/30/15 SVC-VARIOUS	\$298.97
	TRES-SEP15	09/01/2015	9/1-9/30/15 SVC-TRES HERMANOS	\$50.17
	HATCHER-SEP15	09/01/2015	9/1-9/30/15 SVC-HATCHER WAREHOUSE	\$51.63
	2016-00000279	09/01/2015	9/1-9/30/15 SVC-VARIOUS SITES	\$987.64
	2016-00000287	09/04/2015	9/4-10/3/15 SVC-ELECTRIC MODEM	\$62.43
	2016-00000288	09/04/2015	9/4-10/3/15 SVC-GENERATOR SITE-TELEMETRY	\$58.06
62627	09/16/2015		VERIZON WIRELESS - LA	\$873.60
	Invoice	Date	Description	Amount
	9751348174	08/26/2015	7/27-8/26/15 SVC-WIRELESS SVC	\$873.60
62628	09/16/2015		WALNUT VALLEY WATER DISTRICT	\$3,741.99

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2076177	09/08/2015	8/1-8/31/15 SVC-IRR 820 FAIRWAY DR	\$91.87
	2076229	09/08/2015	8/1-8/31/15 SVC-LEMON AVE N OF CURRIER RD	\$88.56
	2076342	09/08/2015	8/1-8/31/15 SVC-60 FWY INTERCHANGE FAIRWAY DR	\$41.69
	2077029	09/08/2015	8/4-9/2/15 SVC-PUMP STATION BREA CYN	\$18.29
	2076263	09/08/2015	8/1-8/31/15 SVC-BREA CYN RD & OLD RANCH RD	\$44.88
	2076279	09/08/2015	8/1-8/31/15 SVC-FERRERO & GRAND EAST RAMP	\$910.87
	2076323	09/08/2015	8/1-8/31/15 SVC-21350 VALLEY-MEDIAN	\$133.80
	2076324	09/08/2015	8/1-8/31/15 SVC-GRAND CROSSING EAST-35'W	\$52.68
	2076325	09/08/2015	8/1-8/31/15 SVC-GRAND CROSSING WEST-25'E MAYO	\$55.80
	2076333	09/08/2015	8/1-8/31/15 SVC-E/S GRAND 215'S/O BAKER PKY	\$154.27
	2076360	09/08/2015	8/1-8/31/15 SVC-END OF BAKER PKY-TEMP	\$435.87
	2076339	09/08/2015	8/1-8/31/15 SVC-BREA CYN 100' N OF RR TRKS	\$155.57
	2076340	09/08/2015	8/1-8/31/15 SVC-BREA CYN 60' N OF CURRIER	\$49.49
	2076326	09/08/2015	8/1-8/31/15 SVC-BAKER PKY & GRAND N/W CNR	\$1,508.35
62629	09/16/2015		WEX BANK	\$148.47
	Invoice	Date	Description	Amount
	42112878	08/31/2015	FUEL-CITY VEHICLES	\$148.47
62630	09/24/2015		ADMIN SURE	\$3,800.00
	Invoice	Date	Description	Amount
	8796	08/15/2015	CLAIM ADMIN-SEP 2015	\$1,900.00
	8739	07/15/2015	CLAIM ADMIN-AUG 2015	\$1,900.00
62631	09/24/2015		ADVANCED DISCOVERY, INC.	\$27,503.74
	Invoice	Date	Description	Amount
	B157120	08/31/2015	PROF SVC-LITIGATION	\$27,503.74
62632	09/24/2015		ALL PRO PAINTING, INC.	\$14,145.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	6526	08/31/2015	EXTERIOR PAINTING-METRO STATION	\$14,145.00
62633	09/24/2015		ALVAKA NETWORKS	\$19,525.17
	Invoice	Date	Description	Amount
	155183	09/01/2015	NETWORK MAINT-OCT 2015	\$6,020.00
	155215	09/01/2015	NETWORK MAINT-OCT 2015	\$6,540.17
	155259	08/31/2015	ADD'L NET HOURS FOR AUG 2015	\$6,525.00
	155318NP	08/31/2015	TRIP CHARGE	\$440.00
62634	09/24/2015		ARAMARK REFRESHMENT SERVICE,	\$186.25
	Invoice	Date	Description	Amount
	1322873	07/23/2015	SILVER WATER FILTER	\$65.93
	1328081	08/21/2015	COFFEE/OFFICE SUPPLIES	\$120.32
62635	09/24/2015		AT & T	\$222.00
	Invoice	Date	Description	Amount
	8959447352	09/01/2015	09/01-09/30/15 SVC - METROLINK	\$222.00
62636	09/24/2015		BLAKE AIR CONDITIONING	\$1,465.87
	Invoice	Date	Description	Amount
	36014	08/05/2015	A/C MAINT-CITY HALL	\$370.93
	36028	08/05/2015	A/C MAINT-CITY HALL	\$129.60
	36185	08/17/2015	A/C MAINT-CITY HALL	\$586.93
	36378	08/25/2015	A/C MAINT-CITY HALL	\$378.41
62637	09/24/2015		CITY OF INDUSTRY DISPOSAL CO.	\$2,362.08
	Invoice	Date	Description	Amount
	2246708	08/31/2015	MO SVC-CITY RESIDENCES	\$2,362.08
62638	09/24/2015		CITY OF INDUSTRY-MEDICAL	\$8,000.00
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	REG 9/24/15	09/16/2015	TRANFER FUNDS-MEDICAL	\$8,000.00
62639	09/24/2015		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R 9/15/15	09/15/2015	PAYROLL REIMBURSEMENT FOR 9/15/15	\$100,000.00
62640	09/24/2015		CITY OF INDUSTRY-REFUSE	\$8,386.23
	Invoice	Date	Description	Amount
	2250836	09/01/2015	DISP SVC-TRES HERMANOS	\$316.26
	2250835	09/01/2015	DISP SVC-CITY HALL	\$299.47
	2250355	08/31/2015	DISP SVC-1123 HATCHER	\$3,010.52
	2250356	08/31/2015	DISP SVC-TONNER CY N	\$15.17
	2251093-A	09/01/2015	DISP SVC-205 HUDSON	\$184.24
	2251093-B	09/01/2015	DISP SVC-841 7TH AVE	\$184.24
	2251445	09/01/2015	DISP SVC-CITY BUS STOPS	\$4,376.33
62641	09/24/2015		CNC ENGINEERING	\$170,839.86
	Invoice	Date	Description	Amount
	43812	09/10/2015	66KV ELECTRICAL SUBSTATION FACILITY	\$2,664.31
	43813	09/10/2015	ON-CALL STREET MAINT PROGRAM	\$958.77
	43814	09/10/2015	WALNUT DR SOUTH WIDENING	\$2,477.22
	43815	09/10/2015	CLARK AVE WDENING	\$3,731.73
	43816	09/10/2015	2014-2015 SLURRY SEAL	\$902.06
	43817	09/10/2015	2015 CLEANOUT OF STORMWATER DEVICES	\$162.71
	43818	09/10/2015	GENERAL ENG SVC-CIP	\$44,325.52
	43819	09/10/2015	GENERAL ENG SVC 8/24-9/6/15	\$45,173.23
	43820	09/10/2015	TONNER CYN PROPERTY	\$4,909.92
	43821	09/10/2015	ATLAS-LEGAL DESCRIPTIONS	\$392.20
	43822	09/10/2015	CITY ELECTRICAL FACILITIES	\$313.76
	43823	09/10/2015	IUDA & CITY OWNED PROPERTY ATLAS	\$190.01
	43824	09/10/2015	TRES HERMANOS GENERAL ENGINEERING	\$380.01

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
43825	09/10/2015	MAINT OF CITY HALL	\$850.65
43826	09/10/2015	MAINT OF IMC BUILDING	\$440.43
43827	09/10/2015	HOMESTEAD MUSEUM MAINT	\$440.43
43828	09/10/2015	VALLEY BLVD. RESURFACING	\$11,201.69
43829	09/10/2015	PUC RAILROAD SAFETY UPGRADE	\$4,739.26
43830	09/10/2015	LOS ANGELES SUB QUIET ZONE	\$4,237.35
43832	09/10/2015	OPERATION AND MAINT METRO PARKING LOT	\$162.71
43833	09/10/2015	SAN JOSE AVE RECONSTRUCTION	\$2,340.49
43834	09/10/2015	INDUSTRY HILLS IMPROVEMENTS	\$156.88
43835	09/10/2015	LAUNDRY BUILDING SETTLE ISSUES	\$313.76
43836	09/10/2015	INDUSTRY HILLS-FUEL TANKS DISPENSING DEVICE	\$470.64
43837	09/10/2015	PROPERTY MGMT-CITY OWNED PROPERTIES	\$2,538.48
43838	09/10/2015	AZUSA AVE BRIDGE REPAINTING	\$1,843.34
43840	09/10/2015	FISCAL YEAR BUDGET	\$2,784.62
43841	09/10/2015	FOLLOW'S CAMP PROPERTY	\$244.07
43842	09/10/2015	VARIOUS ASSIGNMENTS-SA TO IUDA	\$9,170.68
43843	09/10/2015	CITY PROPERTY 110 ACRES SOUTH OF	\$886.69
43844	09/10/2015	METROLINK STATION/COMMUTER RAIL STN	\$941.28
43845	09/10/2015	AQMD GRANT FOR ELECTRIC CAR CHARGING	\$156.88
43847	09/10/2015	REPAIRS,UPGRADES TO STORM WATER PUMP	\$313.76
43848	09/10/2015	CIVIC-FINANCIAL CENTER LANDSCAPING	\$665.02
43849	09/10/2015	BICYCLE MASTER PLAN	\$1,266.71
43850	09/10/2015	MAINT OF 1123 HATCHER AVE	\$313.76
43851	09/10/2015	ARENTH AVE RECONSTRUCTION	\$2,026.72
43852	09/10/2015	COI MUNICIPAL CODE COMPLIANCE	\$313.76
43853	09/10/2015	PECK ROAD STORM DRAIN DEBRIS REMOVAL	\$313.76
43854	09/10/2015	FULLERTON RD GRADE SEPARATION STUDY	\$7,216.48
43855	09/10/2015	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$470.64
43856	09/10/2015	FAIRWAY DR GRADE SEPARATION	\$392.20
43857	09/10/2015	NOGALES GRADE SEPARATION	\$790.23
102015	10/01/2015	MEALS/WHEELS RENT-OCT 2015	\$5,000.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	43846	09/10/2015	GALE/JELICK T/S IMPROVEMENTS	\$78.44
	43831	09/10/2015	CITY STREETS AND UPRR CROSSINGS	\$1,098.16
	43839	09/10/2015	HIGHWAY BRIDGE PROGRAM FUNDING	\$78.44
62642	09/24/2015		COMFORT SYSTEMS USA	\$687.50
	Invoice	Date	Description	Amount
	233845	08/30/2015	A/C MAINT-EL ENCANTO	\$687.50
62643	09/24/2015		CONSOLIDATED ELECTRICAL DIST.	\$305.09
	Invoice	Date	Description	Amount
	3301-497105	09/04/2015	ELECTRICAL SUPPLIES-CITY HALL	\$305.09
62644	09/24/2015		CORELOGIC INFORMATION	\$192.50
	Invoice	Date	Description	Amount
	81572233	08/31/2015	GEOGRAPHIC PKG-AUG 2015	\$192.50
62645	09/24/2015		DAKOTA BACKFLOW CO.	\$80.00
	Invoice	Date	Description	Amount
	36883	09/01/2015	ANNUAL TESTING-METROLINK	\$80.00
62646	09/24/2015		EASYLINK SERVICES	\$56.33
	Invoice	Date	Description	Amount
	07634191509	09/02/2015	FAX SVC-AUG 2013	\$56.33
62647	09/24/2015		ENCO UTILITY SERVICES	\$5,109.50
	Invoice	Date	Description	Amount
	0113-0032MR	09/08/2015	METER READING-AUG 2015	\$2,263.50
	0612-000389S	09/08/2015	METER SYSTEM MONITORING-AUG 2015	\$2,846.00
62648	09/24/2015		EXXON MOBIL	\$864.64
	Invoice	Date	Description	Amount

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	72006767509	09/08/2015	FUEL-SECURITY VEHICLES	\$864.64
62649	09/24/2015		FEDERAL EXPRESS CORP.	\$385.18
	Invoice	Date	Description	Amount
	5-090-61926	07/10/2015	MESSENGER SVC	\$119.53
	5-155-79313	09/11/2015	MESSENGER SVC	\$265.65
62650	09/24/2015		FRAZER, LLP	\$79,250.00
	Invoice	Date	Description	Amount
	139019	07/31/2015	PROF SVC-JUL 2015	\$33,080.00
	139208	08/31/2015	PROF SVC-AUG 2015	\$46,170.00
62651	09/24/2015		FUEL PROS, INC.	\$302.50
	Invoice	Date	Description	Amount
	0000021682	08/15/2015	INDUSTRY HILLS-FUEL STN MAINT	\$302.50
62652	09/24/2015		GMS ELEVATOR SERVICES, INC	\$134.00
	Invoice	Date	Description	Amount
	00079854	09/01/2015	MO SVC-ELEVATOR	\$134.00
62653	09/24/2015		HISTORICAL RESOURCES, INC.	\$233,040.00
	Invoice	Date	Description	Amount
	09/10/15	09/10/2015	SECOND QTR OF FY 15/16	\$233,040.00
62654	09/24/2015		HOUSTON ENGINEERING, INC.	\$2,000.00
	Invoice	Date	Description	Amount
	0026087	09/02/2015	MSA FRONT SOFTWARE-SUBSCRIPTION 8/20/15-	\$2,000.00
62655	09/24/2015		HYDRO-SCAPE PRODUCTS, INC.	\$346.54
	Invoice	Date	Description	Amount
	8366695-00	10/21/2014	RESTOCK FEE ON LANDSCAPE SUPPLIES	\$346.54

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62656	09/24/2015		INDUSTRY MANUFACTURERS	\$450.00
	Invoice	Date	Description	Amount
	6263332211-C	09/01/2015	MEMBERSHIP 9/1/15-8/31/16	\$450.00
62657	09/24/2015		INDUSTRY SECURITY SERVICES	\$39,426.16
	Invoice	Date	Description	Amount
	14-15285	09/11/2015	SECURITY SVC 9/4-9/10/15	\$16,642.92
	14-15296	09/11/2015	SECURITY SVC 9/4-9/10/15	\$3,617.28
	14-15216	09/04/2015	SECURITY SVC 8/28-9/3/15	\$15,801.16
	14-15227	09/04/2015	SECURITY SVC 8/28-9/3/15	\$3,364.80
62658	09/24/2015		INTERNATIONAL LINE BUILDERS	\$1,903.20
	Invoice	Date	Description	Amount
	776904	08/26/2015	ELECTRICAL SVC-EAST END DEVELOPMENT	\$1,903.20
62659	09/24/2015		INTERTIE	\$9,450.00
	Invoice	Date	Description	Amount
	1672	09/10/2015	ENERGY CONSULTING-METRO SOLAR	\$9,450.00
62660	09/24/2015		KIMLEY-HORN & ASSOCIATES, INC.	\$9,157.78
	Invoice	Date	Description	Amount
	6955816	07/31/2015	FAIRWAY DR GRADE SEPARATION	\$1,078.62
	6955814	07/31/2015	GENERAL TRAFFIC ENGINEERING AND REVIEW	\$2,923.75
	6955815	07/31/2015	HWY PAVEMENT MGMT SYSTEMS	\$1,179.31
	6955812	07/31/2015	NOGALES GRADE SEPARATION	\$3,976.10
62661	09/24/2015		KLEINFELDER, INC.	\$4,191.70
	Invoice	Date	Description	Amount
	001071736	08/18/2015	GEO SVC-IBC EAST TANK LOCATION	\$4,191.70

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
62662	09/24/2015		L A COUNTY SHERIFF'S	\$690,377.95
	Invoice	Date	Description	Amount
	160367NH	09/07/2015	SHERIFF CONTRACT-AUG 2015	\$690,377.95
62663	09/24/2015		LA PUENTE VALLEY COUNTY	\$14,116.20
	Invoice	Date	Description	Amount
	2016-00000289	08/19/2015	06/19-08/19/15 SVC - DON JULIAN RD	\$857.57
	2016-00000290	08/19/2015	06/19-08/19/15 SVC - 15415 DON JULIAN RD (IRRI)	\$1,689.50
	2016-00000291	08/19/2015	06/19-08/19/15 SVC - VALLEY BLVD (IRRI)	\$115.03
	2016-00000292	08/19/2015	06/19-08/19/15 SVC - 201 STAFFORD ST (IRRI)	\$1,488.02
	2016-00000293	08/19/2015	06/19-08/19/15 SVC - 15414 DON JULIAN RD	\$139.10
	2016-00000294	08/19/2015	06/19-08/19/15 SVC - 15414 DON JULIAN RD (IRRI)	\$790.30
	2016-00000295	08/19/2015	06/19-08/19/15 SVC - 15415 DON JULIAN RD (IRRI)	\$2,327.75
	2016-00000296	08/19/2015	06/19-08/19/15 SVC - HACIENDA BLVD (IRRI)	\$48.43
	2016-00000297	08/19/2015	06/19-08/19/15 SVC - PROCTOR & EL ENCANTO (I)	\$214.95
	2016-00000298	08/19/2015	06/19-08/19/15 SVC - ALONG RAILROAD TRACK (I)	\$270.45
	2016-00000299	08/19/2015	06/19-08/19/15 SVC - STAFFORD & OLD VALLEY (I)	\$579.40
	2016-00000300	08/19/2015	06/19-08/19/15 SVC - RAUSCH RD (IRRI)	\$216.78
	2016-00000301	08/19/2015	06/19-08/19/15 SVC - RAUSCH RD (IRRI)	\$200.13
	2016-00000302	08/19/2015	06/19-08/19/15 SVC - 15651 STAFFORD ST	\$938.30
	2016-00000303	08/19/2015	06/19-08/19/15 SVC - SOTRO ST (IRRI)	\$588.65
	2016-00000304	08/19/2015	06/19-08/19/15 SVC - NELSON AVE (IRRI)	\$991.95
	2016-00000305	08/19/2015	06/19-08/19/15 SVC - 15522 NELSON AVE	\$68.78
	2016-00000306	08/19/2015	06/19-08/19/15 SVC - 220 HACIENDA BLVD (IRRI)	\$283.40
	2016-00000307	08/19/2015	06/19-08/19/15 SVC - STAFFORD ST (IRRI)	\$338.90
	2016-00000308	08/19/2015	06/19-08/19/15 SVC - HUDSON AVE (IRRI)	\$422.15
	2016-00000309	08/19/2015	06/19-08/19/15 SVC - 211 HACIENDA BLVD (IRRI)	\$89.13
	2016-00000310	08/19/2015	06/19-08/19/15 SVC - HACIENDA & STAFFORD (IRR)	\$222.35
	2016-00000311	08/19/2015	06/19-08/19/15 SVC - HACIENDA & STAFFORD ST (I)	\$170.55
	2016-00000312	08/19/2015	06/19-08/19/15 SVC - 285 HACIENDA BLVD (IRRI)	\$65.08
	2016-00000313	08/19/2015	06/19-08/19/15 SVC - 1 AZUSA WAY (IRRI)	\$862.30

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2016-00000314	08/19/2015	06/19-08/19/15 SVC - PARRIOTT & DON JULIAN RD (I)	\$137.25
62664	09/24/2015		LANG, HANSEN, O'MALLEY &	\$10,000.00
	Invoice	Date	Description	Amount
	4979	09/11/2015	LEGISLATIVE SVC-SEP 2015	\$10,000.00
62665	09/24/2015		LOCKS PLUS	\$1,322.25
	Invoice	Date	Description	Amount
	32958	09/09/2015	RE-KEY DOOR AT CITY HALL	\$267.51
	32946	08/14/2015	RE-KEY PADLOCKS AND DUP KEYS	\$249.79
	32943	08/14/2015	REPAIR LOCK-YELLOW BOX BLDG	\$376.87
	32949	08/18/2015	REPAIR LOCK-YELLOW BOX BLDG	\$225.00
	32942	08/14/2015	REPAIR LOCK-333 TURBULL CYN RD	\$203.08
62666	09/24/2015		LOS ANGELES AREA COUNCIL	\$3,456.52
	Invoice	Date	Description	Amount
	#07/31/2015	07/31/2015	TONNER CYN WATER CHARGES FOR JUL 2015	\$3,456.52
62667	09/24/2015		METHOD TECHNOLOGIES	\$23.75
	Invoice	Date	Description	Amount
	21960	09/03/2015	UPDATE CITY WEBSITE	\$23.75
62668	09/24/2015		MX GRAPHICS, INC.	\$199.46
	Invoice	Date	Description	Amount
	7502	07/15/2015	BLUEPRINT SVC-JN 6201	\$28.72
	7522	07/17/2015	BLUEPRINT SVC-MP 02 28	\$65.40
	7625	07/28/2015	BLUEPRINT SVC-MP 02 05	\$74.82
	7659	07/31/2015	BLUEPRINT SVC-MP 12 03	\$3.27
	7654	07/31/2015	BLUEPRINT SVC-MP 12 03	\$27.25
62669	09/24/2015		NHA ADVISORS, LLC	\$2,175.00

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2015-1002	08/12/2015	CONSULTING SVC-GO OVERRIDE TAX	\$2,175.00
62670	09/24/2015		PARAGON MICRO INC	\$11,617.24
	Invoice	Date	Description	Amount
	618799	06/02/2015	CREDIT	(\$724.86)
	626932	08/27/2015	COMPUTER SUPPLIES	\$12,342.10
62671	09/24/2015		R.F. DICKSON CO., INC.	\$16,795.60
	Invoice	Date	Description	Amount
	2507547	08/31/2015	STREET & PARKING LOT SWEEPING	\$16,795.60
62672	09/24/2015		RICKABUS, GRACE M.	\$3,500.00
	Invoice	Date	Description	Amount
	OCTOBER 2015	09/08/2015	LEASE OF STORAGE	\$3,500.00
62673	09/24/2015		ROBINSON'S FLOWERS	\$291.52
	Invoice	Date	Description	Amount
	2439	09/01/2015	FLOWERS AND DELIVERY	\$291.52
62674	09/24/2015		SAN GABRIEL VALLEY FAMILY	\$4,300.00
	Invoice	Date	Description	Amount
	2714	08/31/2015	GRAFFITI REMOVAL-AUG 2015	\$4,300.00
62675	09/24/2015		SO CAL INDUSTRIES	\$84.90
	Invoice	Date	Description	Amount
	194377	08/26/2015	RR RENTAL-TONNER CYN	\$84.90
62676	09/24/2015		STAPLES BUSINESS ADVANTAGE	\$34.85
	Invoice	Date	Description	Amount
	8035802120	08/29/2015	OFFICE SUPPLIES	(\$170.05)

**CITY OF INDUSTRY
WELLS FARGO BANK
September 24, 2015**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8035898634	09/05/2015	OFFICE SUPPLIES	\$204.90
62677	09/24/2015		STOTZ EQUIPMENT	\$6,298.02
	Invoice	Date	Description	Amount
	E01857	08/31/2015	JOHN DEERE ROTARY CUTTER	\$6,298.02
62678	09/24/2015		THEE BEST ROOTER & PLUMBING	\$367.46
	Invoice	Date	Description	Amount
	4604	08/30/2015	PLUMBING SVC-CITY HALL	\$367.46
62679	09/24/2015		THRALL, RANCE	\$14,580.00
	Invoice	Date	Description	Amount
	SEPTEMBER	09/08/2015	MAINT SVC-SEP 2015	\$14,580.00
62680	09/24/2015		TRIMARK ASSOCIATES, INC.	\$1,726.67
	Invoice	Date	Description	Amount
	EB11008	09/01/2015	MAINT SVC-METRO SOLAR	\$1,726.67
62681	09/24/2015		U.S. BANK	\$1,500.00
	Invoice	Date	Description	Amount
	4064474	08/25/2015	COI ADMIN FEES-2009B GO REF BONDS	\$1,500.00
62682	09/24/2015		UNITED SITE SERVICES OF	\$3,423.64
	Invoice	Date	Description	Amount
	414-483789	08/14/2015	RR RENTAL-SPECIAL EVENT AT HOMESTEAD	\$3,423.64
62683	09/24/2015		VERIZON BUSINESS	\$32.30
	Invoice	Date	Description	Amount
	66647328	09/10/2015	08/01-08/31/15 SVC - HATCHER-WIRELESS SVC	\$32.30
62684	09/24/2015		WASTE SYSTEMS TECHNOLOGY,	\$14,395.00

**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
	COI-091015	05/14/2015	COMMERICAL WASTE PROGRAM	\$14,395.00
62685	09/24/2015		WEATHERITE SERVICE	\$568.90
	Invoice	Date	Description	Amount
	L164168	08/28/2015	A/C MAINT-HOMESTEAD	\$568.90

Checks	Status	Count	Transaction Amount
	Total	79	\$1,601,290.26

CITY COUNCIL

ITEM NO. 6.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 11, 2015
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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 D. Radecki at 9:00 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 D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Jeff Parriott, Council Member
Newell W. Ruggles, Council Member

ABSENT: Roy Haber, Council Member

STAFF PRESENT: Kevin Radecki, City Manager; James Casso, City Attorney; Cecelia Dunlap, Deputy City Clerk; John Ballas, City Engineer; and Brian James, Planning Director.

MOTION BY COUNCIL MEMBER PARRIOTT, AND SECOND BY MAYOR PRO TEM MOSS TO GRANT COUNCIL MEMBER HABER AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH COUNCIL MEMBER HABER ABSENT.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

Mayor Radecki recused himself from check number 61928 for item 1 (Register of Demands) because he had a potential financial conflict of interest in that he is employed by Square Root Golf and Landscape.

Mayor Pro Tem Moss recused herself from check number 61853 for item 1 (Register of Demands) because she had a potential financial conflict of interest in that she is

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 11, 2015
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employed by CNC Engineering.

Council Member Ruggles recused himself from check number 61867 for item 1 (Register of Demands) because he had a potential financial conflict of interest in that he is employed by Haddick's Auto Body.

Mayor Radecki indicated to hold payment of the Burke, Williams and Sorensen LLP, check number 61839 for item 1 (Register of Demands).

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR. MOTION CARRIED 4-0 WITH COUNCIL MEMBER HABER ABSENT, WITH MAYOR RADECKI RECUSING FROM CHECK NUMBER 61928 ON ITEM 1 (REGISTER OF DEMANDS), WITH MAYOR PRO TEM MOSS RECUSING FROM CHECK NUMBER 61853 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 61867 ON ITEM 1 (REGISTER OF DEMANDS).

1. CONSIDERATION OF REGISTER OF DEMANDS

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

2. CONSIDERATION OF A PROPOSAL SUBMITTED BY EADIE AND PAYNE, LLP TO PROVIDE AUDITING SERVICES FOR THE CITY OF INDUSTRY FOR FISCAL YEAR 2015-2016

APPROVED THE PROPOSAL.

3. CONSIDERATION OF A PROPOSAL SUBMITTED BY EADIE AND PAYNE, LLP TO PERFORM AGREED-UPON PROCEDURES IN CONNECTION WITH THE APPROPRIATION LIMIT WORKSHEET FOR THE FISCAL YEAR ENDING JUNE 30, 2016

APPROVED THE PROPOSAL.

CONSIDERATION OF SUBMISSION OF THE ENHANCED WATERSHED MANAGEMENT PROGRAM PLAN TO THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD AND AN AUTHORIZATION TO SUBMIT LETTER

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 11, 2015
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City Engineer Ballas indicated this item was being removed from the agenda, and would be brought back to the City Council at its June 25, 2015 regular meeting.

CONSIDERATION OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, INDUSTRY, LA PUENTE, AND SOUTH EL MONTE REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED

City Engineering Ballas provided a staff report to the City Council.

Ms. Jolene Guerrero of the Los Angeles County Department of Public Works, Watershed Management Division, provided a report to the City Council.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE MEMORANDUM OF UNDERSTANDING. MOTION CARRIED 4-0, WITH COUNCIL MEMBER HABER ABSENT.

CONSIDERATION OF ORDINANCE NO. 792 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING AND RESTATING MUNICIPAL CODE CHAPTER 13.16 PERTAINING TO STORMWATER RUNOFF AND URBAN RUNOFF POLLUTION CONTROL AND REPEALING CHAPTER 13.17 PERTAINING TO STANDARD URBAN STORMWATER MITIGATION PLAN IMPLEMENTATION

(SECOND READING)

City Engineer Ballas presented a staff report to the City Council. Mr. Josh Nelson, Senior Project Manager from CNC Engineering, also presented a report to the City Council.

MOTION BY COUNCIL MEMBER PARRIOTT, AND SECOND BY MAYOR PRO TEM MOSS TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 792. MOTION CARRIED 4-0, WITH COUNCIL MEMBER HABER ABSENT.

CONSIDERATION OF THE SECOND AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN THE CITY OF INDUSTRY AND LA PUENTE VALLEY COUNTY WATER DISTRICT TO FACILITATE THE CONVEYANCE OF TREATED

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WATER FROM 111 HUDSON AVENUE EASTERLY THROUGH THE INDUSTRY WATERWORKS SYSTEM TO AZUSA AVENUE AND INTO THE ROWLAND WATER DISTRICT POTABLE WATER SYSTEM

City Engineer Ballas indicated this item was being removed from the agenda, and would be brought back to the City Council at its June 25, 2015 regular meeting.

CITY ENGINEER AND PLANNING DIRECTOR'S REPORT LISTING ONGOING ACTIVITIES AND UPCOMING CAPITAL IMPROVEMENT PROJECTS AND PRIVATE DEVELOPMENT

City Engineer Ballas and Planning Director James presented staff reports to the City Council.

CONSIDERATION OF ORDINANCE NO. 791 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, REPEALING CHAPTER 9.26 (ELECTRONIC GAMES AND DEVICES) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE INDUSTRY MUNICIPAL CODE

(SECOND READING)

Planning Director James presented a staff report to the City Council.

MOTION BY COUNCIL MEMBER RUGGLES, AND SECOND BY MAYOR PRO TEM MOSS TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 791. MOTION CARRIED 4-0, WITH COUNCIL MEMBER HABER ABSENT.

City Manager Radecki asked for clarification from Mayor Radecki with regard to the holding of the Burke, Williams and Sorensen LLP, Check Number 61839. Mayor Radecki indicated to hold the check until further review by the city attorney.

Mayor Radecki introduced several City Officials that were present in the audience, Mayor Pro Tem Sam Pedroza of the City of Claremont, Council Member Ben Wong of the City of West Covina, and Council Member Mary Su of the City of Walnut. Mayor Radecki thanked them all for attending the meeting.

ADJOURNMENT

There being no further business, the City Council adjourned.

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MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 6.3

CITY COUNCIL SPECIAL MEETING MINUTES
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CALL TO ORDER

The Special Meeting of the City Council of the City of Industry, California, was called to order by Mayor Mark D. Radecki at 4:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Mayor Mark D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Jeff Parriott, Council Member
Newell W. Ruggles, Council Member

ABSENT: Roy Haber, Council Member

STAFF PRESENT: James Casso, City Attorney; Bianca Sparks, Deputy City Attorney; and Cecelia Dunlap, Deputy City Clerk.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER PARRIOTT TO GRANT COUNCIL MEMBER HABER AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH COUNCIL MEMBER HABER ABSENT.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

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

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Three Potential Cases.
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager pursuant to Government Code Section 54957(b)(1)

CITY COUNCIL SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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There were no public comments on the Closed Session items.

Mayor Radecki recessed the meeting into Closed Session at 4:00 p.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 6:10 p.m. All members of the City Council were present except for Council Member Haber who was absent. City Attorney Casso reported out of closed session.

With regard to Closed Session item A, Case One, the City Council took no reportable action.

With regard to Closed Session item A, Case Two, the City Council took no reportable action.

With regard to Closed Session item A, Case Three, the City Council took no reportable action.

With regard to Closed Session item B, with a 4-0 vote, the City Council agreed to accept Kevin Radecki's resignation as City Manager, and agreed to a one-year extension as Senior Management Advisor while the City Council searches for an acting City Manager.

ADJOURNMENT

There being no further business, the City Council adjourned.

MARK D. RADECKI
MAYOR

CECELIA DUNLAP
DEPUTY CITY CLERK

CITY COUNCIL

ITEM NO. 6.4



CITY OF INDUSTRY

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

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: James M. Casso, City Attorney

Date: September 17, 2015

Subject: Approval of Agreement between City of Industry and Kevin Radecki

BACKGROUND: In late June 2015, Kevin Radecki informed the Council that he wanted to step down as City Manager. In consideration of tenure with the City, the City Attorney's office was directed to negotiate an agreement with Mr. Radecki that would have him available for consultation by the City personnel and the Council through June 30, 2016.

DISCUSSION: The attached agreement sets forth Mr. Radecki's responsibilities and obligations to the City. It also sets forth the various payments to Mr. Radecki, in terms of salary and accrued leave payouts.

BUDGET IMPACT: Starting on July 1, 2015, through June 30, 2016, the monthly payments to Mr. Radecki are \$17,842.62. Upon execution of the Agreement, Mr. Radecki also will receive vacation and sick leave payouts totaling \$63,705.45 and upon retirement, a CalPERS authorized payment of \$191,559.51.

RECOMMENDATION: Staff recommends that the City Council approve the Agreement.

Attachment

AGREEMENT BETWEEN CITY OF INDUSTRY AND KEVIN RADECKI

This Agreement is entered into as of July 1, 2015, (the "Agreement") by and between Kevin Radecki ("Radecki") and the City of Industry, California, a municipal corporation ("City"). Radecki and City are hereinafter collectively referred to as the "Parties" and individually as "Party."

WHEREAS, the City has continuously employed Radecki as a regular, full-time at-will employee since August 1, 1984;

WHEREAS, Radecki currently holds the position of City Manager of the City;

WHEREAS, Radecki has expressed his interest in pursuing other professional opportunities and in eventually retiring from the City; and

WHEREAS, Radecki and the City desire to resolve all disputes of every kind or nature arising out of, or related to, Radecki's employment with the City, the City's Agreement with reassigning Radecki and Radecki's separation of employment.

NOW, THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONSIDERATION

1.1 **Retirement from Employment:** Effective at the close of business on June 30, 2016, Radecki shall retire from his employment with the City, and Radecki's employment with the City shall terminate ("Resignation/Retirement"). Upon his retirement, Radecki shall execute and deliver to the City effective releases and waivers substantially in the form of paragraphs 3, 4, and 5 of the Agreement, including such other covenants and agreements as the City may reasonably require. Up to and including his retirement from the city, Radecki will cooperate with and provide assistance to any person the City Council may designate. It shall not be a breach of this Agreement for the City to retain services of an independent consultant or full-time city manager to provide city manager services as set forth in the City's Charter or Municipal Code, including services Radecki has provided to the city in his capacity as City Manager, at any time prior to June 30, 2016.

1.1.1 Radecki understands, agrees, promises, and covenants that his Resignation/Retirement shall be accepted by the City and shall be binding and irrevocable as of the Agreement's Effective Date specified in paragraph 4.7 below. Radecki further understands that the City is acting in reliance upon Radecki's Agreement to retire, effective June 30, 2016, and that the City shall be under no obligation or duty to consider, accept, or in any way allow any attempt by Radecki to rescind the resignation/retirement. Radecki further understands, agrees, promises and covenants that the releases given in Paragraphs 3, 4, and 5 of this Agreement are supported by separate consideration from that supporting the Resignation/Retirement, and any attempt to rescind the Resignation/Retirement, whether such attempt is successful or unsuccessful, shall have no effect on the releases granted by this Agreement, which shall remain effective and binding against Radecki.

1.2 Early Retirement Incentive: Notwithstanding paragraph 1.1, and in accordance with terms set forth in this Agreement, the City shall place Radecki on paid "early retirement leave" from July 1, 2015 until June 30, 2016. ("Early Leave")

1.2.1 Salary. While Radecki is on Early Leave, city shall provide subject to any regular payments of his current salary, at the rate of \$17,842.62 per month, subject to any future cost of living increases awarded to regular full-time employees while Radecki is on Early Leave.

1.2.2 Accrued Leave. While on Early Leave, Radecki shall not continue to accrue paid vacation and sick leave, however, upon execution of this Agreement by both Parties, Radecki shall receive a cash payout for any unused and accrued vacation leave and sick leave as of July 1, 2015. Radecki's accrued and unused vacation leave totals 313.98 hours and his current hourly rate of pay is \$102.94. His vacation leave payout totals \$32,321.10. Radecki's accrued and unused sick leave totals 304.88 hours and his current hourly rate of pay is \$102.94. His sick leave payout totals \$31,384.35.

1.2.3 Health Care Coverage and Benefits. While on Early Leave, the City shall continue to provide Radecki with the same health care coverage and benefits provided to regular full-time employees of the City.

1.2.4 CalPERS. While on Early Leave, as permitted under law, Radecki shall continue to earn service credit with the California Public Employment Retirement System ("CalPERS"). The City shall make Radecki's required retirement contributions pursuant to the retirement plan maintained by the City through CalPERS. Radecki's effective retirement date from the city shall be June 30, 2016 for the purposes of any CalPERS rights, responsibilities, benefits, and privileges.

1.2.5 Deferred Compensation. While on Early Leave, Radecki shall have the right to continue to voluntarily participate in a 457 deferred compensation plan through Lincoln Financial subject to the same terms and condition as applicable to regular full-time employees.

1.2.6 Insurance. While on Early Leave, Radecki shall continue to be covered under the life insurance policy and long-term disability policy provided by the City for the benefit of regular full-time employees.

1.2.7 Standard Deductions and Withholding. While on Early Leave, payments and benefits offered under this paragraph 1.2 shall be subject to any standard deductions and withholdings. Radecki acknowledges that, while on early leave, all payments and benefits set forth in this paragraph 1.2 shall be subject to all applicable state and federal income tax laws and regulations.

1.2.8 Duties. While on Early Leave, Radecki shall be relieved of all job-related duties, tasks and responsibilities associated with the position of City Manager effective June 22, 2015. Radecki shall clear his workspace of all personal belongings and return all city property, including the City-owned vehicle in his possession upon execution of this Agreement. To facilitate the transition of the manner in which city manager services are provided to the City, while on Early Leave, Radecki will promptly cooperate with and provide assistance to any designated persons by the City Council, upon request. If called by a designee of the City Council, Radecki shall return the telephone call within 48 hours.

1.2.9 No Right to Reassignment. Radecki's employment with city during the period of July 1, 2015 through June 30, 2016 shall only be in the status of Early Leave. Radecki has no further right to an assignment of active duty tasks, nor does City have any obligation to assign or reassign Radecki out of Early Leave status. This provision shall not be read to affect Radecki's ability to revoke the Agreement as set forth in paragraph 4.7.

1.2.10 Employment Rights. Radecki acknowledges and agrees that he shall have no employment rights with City during Early Leave except with regard to cooperation and assistance required under 1.2.8, the provision of benefits and payments pursuant to this Agreement.

1.2.11 No waiver. Radecki does not waive any rights he would otherwise have during Early Leave as if he were a non-employee of City, including the right to seek additional employment. If Radecki does obtain additional employment outside of City, the City is not entitled to any offset under the terms of this Agreement. Radecki acknowledges and agrees to accept sole responsibility for ensuring that any employment or personal services Radecki provides outside of City complies with all CalPERS laws, rules and regulations.

1.3 Leave Payout.

1.3.1 Vacation Leave. Vacation & Sick Leave. The City shall pay Radecki the value of any accrued and unused vacation and sick leave in accordance with Section 1.2.2 of this Agreement.

1.3.2 Radecki shall not be entitled to any other leave payout.

1.4 Retirement Health Benefits: Upon Resignation/Retirement, Radecki shall be eligible for City-provided health coverage and benefits as a City retiree subject to the same terms and conditions set forth in the City's benefit plan applicable to all regular full-time employees at the time of Radecki's Resignation/Retirement.

1.4.1 If Radecki elects to participate in City-provided health coverage during retirement, Radecki acknowledges and agrees to be bound by the provisions of the City's benefit plan as written, which provides that Radecki's eligibility for City-provided health coverage shall be subject to certain conditions.

1.5 Golden Handshake: Upon Resignation/Retirement, provided that (A) Radecki shall have not revoked any of the releases or waivers set forth in paragraphs 3 or 4 below, and (B) Radecki shall have delivered to the City releases and waivers substantially in the form of paragraphs 3 and 4 of this Agreement, then (C) the City, not less than ninety (90) days prior to Resignation/Retirement and to the extent permissible by law, will offer Radecki a "Golden Handshake." The Golden Handshake will provide Radecki with an additional two years of service credit in the California Public Employees' Retirement System. ("CalPERS"), at the city's sole expense, pursuant to CalPERS' rules and regulations.

1.5.1 Subject to the limitations of paragraph 1.5 and, if, and only if, the Golden Handshake is not approved by either the City Council or CalPERS, for any reason, the City shall pay Radecki a lump-sum in the amount of \$191,559.51 payable within thirty (30) days of Radecki's Resignation/Retirement. The check will be made payable to "Kevin Radecki" in the amount of

\$191,559.51 which will be delivered to Radecki, via overnight mail. Radecki shall provide written acknowledgement of receipt, as soon as reasonably possible and no later than ten (10) business days after receipt. The City shall report this portion of the payment of the lump sum payment to Radecki on a 1099 form to the Internal Revenue Service and California State Franchise Tax Board.

Alternatively, at Radecki's option, the city will fund a structured settlement with the lump-sum payment in the amount of \$191,559.51, within thirty (30) days of Radecki's Resignation/Retirement.

1.6 Full Consideration: The parties expressly agree that the consideration paid pursuant to paragraph 1 is offered and accepted as the full and complete discharge of the City's obligations to Radecki in respect of his employment at the City and as a complete and final settlement, as fully described in this Agreement, of any and all claims whatever against the City.

2. NO CLAIMS

Radecki has not filed, and will not file at any time in the future, any statutory, civil or administrative claim, complaint or charge of any kind whatever with any state or federal court, administrative agency, or tribunal of any kind whatsoever, concerning any subject matter connected with, or pertaining or relating to the issues referenced in paragraphs 3, 4, and 5. The parties agree that this Agreement and the additional consideration exchanged in this Agreement pursuant to paragraphs 3, 4, and 5 are contingent upon this promise by Radecki not to file any such claim, complaint or charge of any kind whatsoever.

3. GENERAL RELEASE AND WAIVER

In consideration of terms and provisions of this Agreement, Radecki on behalf of himself and his representatives, successors, descendants dependents, heirs, and assigns, hereby forever releases, acquits, and forever discharges the City, as well as its agents, officers, insurers, employees, trustees, governing board members and attorneys, and its and their respective predecessors, successors, and assigns, and all persons acting by, through, under, or in concert with any of them, and each of them (the "Releasees"), from any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, concealed or hidden ("claims"), which they know have or may acquire in the future, which relate to or arise of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time from the beginning of time up to and including the date of this Agreement, without regard to whether such claims arise under federal, state, local, or city constitutions, statutes, rules, regulations, or common law. Radecki expressly acknowledges that such claims are forever barred by this Agreement and specifically include, but are not limited to, any and all claims, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys' fees), damages, actions and causes of action, of whatever kind or nature, including, without limitation, any statutory, civil or administrative claim, or any claim, arising out of facts, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden now owned or held or at any time heretofore or hereafter owned or held against said Releasees, arising out of or in any way connected with Radecki's employment with City or any other transactions or occurrences, or any loss, damage, or injury whatsoever, whether known or unknown, suspected or unsuspected, or concealed or hidden, resulting from any act or omission by or on the part of said Releasees, or any of them. The foregoing release shall include, without limitation:

3.1 Any claims arising under the California Labor Code, the California Government Code or the federal Fair Labor Standards Act;

3.2 Any claims arising from rights under federal, state, and local laws relating to the regulation of federal or state tax payments or accounting;

3.3 Any federal or state laws which prohibit discrimination on the basis of race, national origin, religion, gender, age, marital status, medical condition, physical or mental disability, perceived physical or mental disability, ancestry, color, sexual orientation, or any other form of discrimination, including, without limiting the generality of the foregoing, any claim under Title VII of the Civil Rights Acts of 1964, the Americans with Disabilities Act and the California Fair Employment and Housing Act;

3.4 Any claims arising from laws such as workers' compensation laws, which provide rights and remedies for injuries sustained in the workplace or for severance pay, bonus, sick leave, family leave, holiday pay or vacation pay, including, without limiting the generality of the foregoing, any claim under the Family and Medical Leave Act of 1993 or the California Family Rights Act;

3.5 Any common law claims of any kind, including, without limiting the generality of the foregoing, contract, tort, and property rights including, without limiting the generality of the foregoing, breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract, or current or prospective economic advantage, fraud, deceit, breach of privacy, misrepresentation, defamation, wrongful termination, tortious infliction of emotional distress, loss of consortium, breach of fiduciary duty, violation of public policy and any other common law claim of any kind whatever; and

3.6 Any claims for life insurance, health insurance, disability or medical insurance or any other fringe benefit or compensation.

4. WAIVER OF RIGHTS OR CLAIMS ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 ("ADEA")

The Age Discrimination in Employment Act of 1967 ("ADEA," 29 U.S.C. Section 621, *et seq.*) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA," 29 U.S.C. Section 626, *et seq.*, Pub L. 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary.

4.1 Radecki acknowledges that he understands all of the terms of the Agreement.

4.2 Radecki is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of the waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.

4.3 Radecki acknowledges that he understands that he is entitled to a reasonable time of at least twenty-one (21) days to consider an unexecuted copy of this Agreement, and the waiver and

release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.

4.4 Radecki has been advised by this writing of the desirability for him to consult with legal counsel prior to executing this Agreement.

4.5 Radecki specifically waives any rights or claims he may have against the Releasees as set forth above, including, but not limited to, right or claims which may have arisen under the ADEA, as a result of Radecki's employment with the City or the termination of such employment. This waiver of any ADEA claims is in exchange for consideration in addition to anything of value to which Radecki is already entitled.

4.6 The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date Radecki executes this Agreement.

4.7 Radecki shall have seven days (7) after he has executed this Agreement to revoke his Agreement to waive any rights or claims under the ADEA as set forth in this paragraph 4. (The date of expiration of this seven (7) day period shall be referred to as the Effective Date). The revocation must be in writing and received by the City Attorney, James M. Casso, Casso & Sparks, LLP, P.O. Box 4131, West Covina, California, 91791 within the revocation period.

4.8 This Agreement shall not be effective until the Effective Date.

4.9 Notwithstanding paragraph 4.1.1, Radecki may commence Early Leave as described in the terms of this Agreement during the seven (7) day period after the parties' full and complete execution of this Agreement but prior to Effective Date, subject to the following provision.

4.9.1 In the event Radecki revokes the Agreement in writing and prior to the Effective Date, the City shall deduct all used days of paid Early Leave from Radecki's bank of accrued vacation leave or compensatory leave. If Radecki does not have sufficient accrued leave to compensate for the used days of Early Leave, the City shall make the appropriate deductions from Radecki's salary.

5. WAIVER OF UNKNOWN CLAIMS

In relation to the release provisions of paragraphs 3 and 4 of this Agreement, Radecki understands that California Civil Code Section 1542 reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Radecki hereby waives protection of California Civil Code Section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

Radecki hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of paragraphs 3, 4, and 5.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this Agreement represents and warrants to, and agrees with each other party, as follows:

7.1 Advice of Counsel. Radecki has received, or has had the opportunity to receive, independent legal advice from attorneys with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542.

7.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation, or failed to make any statement or representation, to any other party regarding any fact relied upon in entering into this Agreement, and neither party relies upon any statement, representation, omission, or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement. Each term of this Agreement is contractual and not merely a recital.

7.3 Independence Investigation: Each party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and all the matters pertaining thereto, as it deems necessary.

7.4 Comprehension and Authority: Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Any of the employees executing this Agreement on behalf of City are empowered to do so and hereby bind the City.

7.5 Mistake Waived: In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment, or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.6 Later Discovery: Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have previously existed between Radecki and the City. In furtherance of such intention, the releases given

by Radecki and City herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims of facts relative thereto.

7.7 Ownership of Claims: Radecki represents and warrants as a material term of this Agreement that he has not heretofore assigned, transferred, releases, or grants, or purported to assign, transfer, release, or grant, any of Radecki's claims disposed of by this Agreement. In executing this Agreement, Radecki further warrants and represents that none of Radecki's claims released by him hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.8 Indemnification: The parties agree to indemnify and hold harmless each other, and their respective officers, employees and agents, from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation of breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this Agreement.

7.9 Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

7.10 Letter of Reference: Upon Radecki's written request, the City will provide Radecki with a letter stating his dates of employment, his job title(s), and his rate of pay, only. Radecki further acknowledges and agrees that he will inform his prospective employers to direct all communications concerning Radecki's city employment to, and only to, the City Manager.

8. MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

8.2 Tax Treatment: Radecki agrees that he will hold harmless and indemnify the City from and against any claims, costs, and expenses, including payroll taxes, tax deficiencies, penalties, and interest incurred in connection with any investigation, challenge, levy, or assessment by the Internal Revenue Service, the state Franchise Tax Board, or any other taxing authority of any state, locality, or country with respect to the non-payment of taxes by Radecki of the payments described in this Agreement. Radecki also agrees to notify the city in the manner provided in Paragraph 8.12 herein of any action of notice served upon her by any taxing authority so as to afford the city the opportunity to address the matter.

8.3 Governing Law & Venue: This Agreement has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue shall be the County of Los Angeles.

8.4 Full Integration: This Agreement is the entire agreement by and between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement supersedes all prior employment agreements,

if any, between Radecki and City. This Agreement may be amended only by a further agreement in writing, signed by the parties.

8.5 Amendments: No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by such party.

8.6 Continuing Benefit: This Agreement is binding upon and shall inure to the benefit of the parties, their respective agents, employees, representatives, officers, attorneys, insurers, assigns, heirs, and successors in interest.

8.7 Attorney's Fees: In the event of litigation asserting a breach of this Agreement, the prevailing party or parties shall be entitled to costs, including reasonable attorneys' fees.

8.8 Severability: In the event that any term, covenant, condition provision, or agreement contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision, or agreement shall in no way affect any other term, covenant, condition, provision, or agreement and the remainder of this Agreement shall still be in full force and effect.

8.9 Titles: The titles included in this Agreement are for reference only and are not part or the terms of this Agreement, nor do they in any way modify the terms of this Agreement.

8.10 Counterparts: This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

8.11 Non-disparagement: Radecki and the City agree that each shall not disparage the other party, or any of the other party's employees, agents, officers, or attorneys, to any other person or entity, verbally, in writing, or through any other form of communication. The City agrees that this provision shall be binding upon its officers, agents, and supervisors. Radecki understands and agrees that this agreement not to disparage the City may affect what he may state in future employment applications and interviews, in addition to other contexts where he may be called upon to discuss the City and his relationship thereto. Radecki and the City agree, however, that this non-disparagement provision shall not apply with regard to truthful statements made in response to any law enforcement inquiry and/or truthful testimony that is given in compliance with a subpoena, court order, or other compulsory legal process. In the event Radecki is requested by a law enforcement investigative agency, subpoenaed or ordered by the court or believes that he may be compelled by legal process to give testimony that requires truthful statements to be made in response to a law enforcement inquiry and/or truthful testimony that is to be given in compliance with a request, as described herein, a subpoena, court order, or other compulsory legal process, he shall immediately notify the City in writing in accordance with paragraph 8.12. Radecki and the City acknowledge and agree that this non-disparagement provision is a material element of the City's and Radecki's agreement hereto and the obligations of each Party in this paragraph 8.11 shall survive termination or expiration of this Agreement.

8.12 Notice: Any and all notices given to any party under this Agreement shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States Mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following deposit of the same in the United States Mail.

As to Radecki:

Kevin Radecki
P.O. Box 78732
Corona, CA 92877

As to City:

Paul Philips
City Manager
City of Industry
15651 East Stafford Street
City of Industry, CA 91744

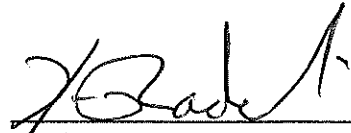
With a copy to:

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

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have read, understand and agree to all of the provisions of this Agreement:

Dated: _____



Kevin Radecki

Dated: _____

Mark Radecki, Mayor, City of Industry

ATTEST:

Cecelia Dunlap, Deputy City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: September 16, 2015
SUBJECT: Approval of the Attached Professional Services Agreement
Auditing Services, Fiscal Year 2015-2016, The Pun Group

At the previous City Council meeting, the City Council acted to accept the bid from The Pun Group to provide annual auditing services, pending a completed Professional Services Agreement between the City and the consultant. Attached please find the required Agreement for final City Council approval.

IT IS RECOMMENDED that the City Council approve the attached Agreement, together with Exhibits A, B, and C, permit the City Manager to enter into the agreement, and authorize the City Manager to utilize The Pun Group to further audit collateral City agencies, as needed, at a rate not-to-exceed those outlined in Exhibit B.

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September ___, 2015 ("Effective Date"), between the City of Industry, a municipal corporation ("City"), and The Pun Group, LLP, a California Limited Liability Partnership ("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 31, 2016, 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 professional auditing 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 Finance Director shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

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 Sixty Thousand Five Hundred Dollars (\$60,500.00) 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.

(d) In the event the City is required to undergo a single audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations*, the Contractor shall charge an additional fee of Three Thousand Dollars (\$3,000.00) for each major program audit. The number of programs determined to be a major program will be based on the determination required by OMB Circular A-133 and will be discussed with the City prior to commencement of any audit work. Any work performed under this Section shall be provided only upon the prior written approval of the City.

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) 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 Street, Suite 100
City of Industry, CA 91744
Attention: City Manager

With a Copy To:

James M. Casso, City Attorney
P.O. Box 4131
West Covina, CA 91791

To Consultant:

Kenneth H. Pun
The Pun Group, LLP
200 E. Sandpointe Avenue, Suite 600
Santa Ana, CA 92707

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.

(SIGNATURES ON FOLLOWING PAGE)

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

“CITY”
City of Industry

“CONSULTANT”
The Pun Group, LLP

By: _____
Paul Philips, City Manager

By: _____
Kenneth H. Pun, Managing Partner

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

Consultant shall audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2015.

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Consultant shall apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to Consultant's inquiries, the basic financial statements, and other knowledge Consultant obtained during our audit of the basic financial statements. Consultant shall not express an opinion or provide any assurance on the information because the limited procedures do not provide Consultant with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules – General Fund and All Major Special Revenue Funds
- 3) Schedule of Funding Progress – Other Postemployment Benefits (OPEB)
- 4) GASB Statement No. 68 Required Schedules

Consultant shall report on Supplementary Information other than RSI that accompanies the City's financial statements. Consultant will subject the following Supplementary Information to the auditing procedures applied in Consultant's audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements
- 2) Budgetary Comparison Schedules – All Other Adopted Funds

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

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of the audit is the expression of opinions as to whether City's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Consultant's audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable Consultant to express such opinions. Consultant shall issue a written report upon completion of its audit of the City's financial statements. Consultant's report will be addressed to Mayor and Members of the City Council of the City. Consultant cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for Consultant to modify its opinions or add emphasis-of-matter or other-matter paragraphs. If Consultant's opinions on the financial statements are other than unmodified, Consultant will discuss the reasons with City in advance. If, for any reason, Consultant is unable to complete the audit or are unable to form or have not formed opinions, Consultant may decline to express opinions or issue reports, or may withdraw from this engagement.

Consultant shall provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during Consultant's audit Consultant becomes aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, Consultant shall communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

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

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

Consultant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. Consultant will request written representations from your attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of Consultant's audit, Consultant will require certain written representations from the City about the City's responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, Consultant will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of Consultant's audit will not be to provide an opinion on overall compliance and Consultant will

not express such an opinion in its report on compliance issued pursuant to *Government Auditing Standards*.

Other Nonaudit Services

Consultant may also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by the City. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

City's Responsibilities

The City is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. The City is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The City is also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

The City is also responsible for making all financial records and related information available to Consultant and for the accuracy and completeness of that information. The City is also responsible for providing Consultant with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that Consultant may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom Consultant determines it necessary to obtain audit evidence.

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

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing Consultant about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. The City's responsibilities include informing Consultant of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, Consultant is responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that Consultant reports.

Consultant is responsible for the preparation of the supplementary information, which it has been engaged to report on, in conformity with U.S. generally accepted accounting principles. The City

agrees to include Consultant's report on the supplementary information in any document that contains and indicates that Consultant has reported on the supplementary information. City also agrees to include the audited financial statements with any presentation of the supplementary information that includes Consultant's report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with Consultant's report thereon. The City's responsibilities include acknowledging to Consultant in the written representation letter that (1) the City is responsible for presentation of the supplementary information in accordance with GAAP; (2) the City believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) the City has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

The City agrees to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services Consultant provides. The City will be required to acknowledge in the management representation letter Consultant's assistance with preparation of the financial statements and related notes and that the City has reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, the City agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Third-Party Service Providers

Consultant may from time to time, and depending on the circumstances, use third-party service providers in serving the City's account, upon receiving prior written consent from the City, in accordance with Section 15 of the Agreement. Consultant may share confidential information about the City with these service providers, but remain committed to maintaining the confidentiality and security of the City's information. Accordingly, Consultant maintains internal policies, procedures, and safeguards to protect the confidentiality of the City's personal information. In addition, Consultant will secure confidentiality agreements with all service providers to maintain the confidentiality of the City's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the City's confidential information to others. In the event that Consultant is unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, Consultant will remain responsible for the work provided by any such third-party service providers, in accordance with the provisions of Section 15 of the Agreement.

Assistance By City Personnel

Consultant will ask that the City's personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to Consultant's staff. This assistance by the City's personnel will serve to facilitate the progress of Consultant's work and minimize Consultant's time requirements.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any of The Pun Group, Inc. professionals assigned to the audit, during the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, Consultant will consider this an indication that Consultant's independence has been compromised. As such, Consultant may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at Consultant's standard hourly rates, as set forth in Exhibit B.

Report Distribution

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

Access to Working Papers

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the Oversight Agency for Audit or Pass-through Entity. If Consultant is aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, Consultant will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Consultant is required to undergo a "peer review" every three years. During the course of a Peer Review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work Consultant performed for you may be selected. The City signing this letter represents the City's acknowledgement and permission to allow such access should the City's engagement be selected for review. As a result of Consultant's prior or future services to the City, Consultant may be required or requested to provide information or documents to the City or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which Consultant is not a party. If this occurs, Consultant's efforts in complying with such request or demands will be deemed a part of this engagement and Consultant shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand, unless Consultant is the defendant, subject, or target of the legal or administrative proceeding. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of Consultant's profession.

Appropriation Limit

Consultant will apply the agreed-upon procedures to the appropriation limit schedule of the City, for the year ended June 30, 2015. These procedures, which were agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-Upon Procedures Applied to the Appropriation Limitation Prescribed by Article XIII-B of the California Constitution*) are solely to assist the City in meeting the requirement of Section 1.5 of the Article XIII-B of the California Constitution and will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, Consultant makes no representation regarding the sufficiency of the procedures described herein either for the purpose for which this report has been requested or for any other purpose. If, for any reason, Consultant is unable to complete the procedures, Consultant will describe any restrictions on the performance of the procedures in the report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed do not constitute an examination, Consultant will not express an opinion the City's appropriation limit schedules. In addition, Consultant has no obligation to perform any procedures beyond those listed herein.

City is responsible for presentation of the City's appropriations limit schedule in accordance with Article XIII-B of the California Constitution and for selecting the criteria and determining that such criteria are appropriate for its purposes.

The agreed upon procedures are as follows:

1. Obtain completed worksheets used by the City to calculate its appropriations limit for the year ended June 30, 2015, and verify that the limits and annual calculation factors are adopted by resolution of the City Council. Also, determine that the population and inflation options are selected by a recorded vote of the City Council.
2. For the Appropriations Limit Schedules, Consultant will add the prior year's limit to the total adjustments, and verify the resulting amount to the current year's limit.
3. Verify the current year information presented in the accompanying Appropriation Limit Schedule to corresponding information in worksheets used by the City.
4. Verify the appropriations limit presented in the accompanying Appropriations Limit Schedules matches the appropriations limits adopted by the City Council during the year.

EXHIBIT B
RATE SCHEDULE

<u>Total by Class</u>		<u>Rate</u>
Partners		\$ 225.00
Managers		\$ 200.00
Supervisory		\$ 175.00
Senior Accountants		\$ 150.00
Staff Accountants		\$ 125.00
Clerical		\$ 100.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to 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. 7.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: September 15, 2015
SUBJECT: Foothill Transit Joint Powers Authority
Governing Board, City of Industry Membership

The City of Industry, as a member of Foothill Transit, has the opportunity to appoint one Member of the City Council to serve as the Voting Delegate and one Member of the City Council to serve as the Alternate Voting Delegate. The Joint Powers Authority governing Board meets an average of three or four times each year.

IT IS RECOMMENDED that the Mayor, with the consent of the City Council, appoint one Council Member as Voting Delegate and one Council Member as Alternate Voting Delegate to the Foothill Transit Joint Powers Authority Governing Board.

Attachment



Fast Facts

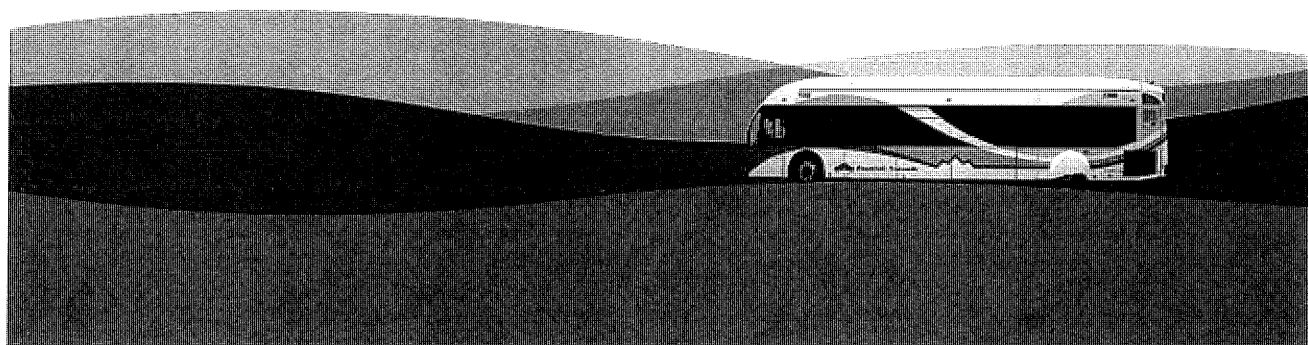
The Foothill Transit Mission

To be the premier public transit provider committed to safety, courtesy, quality, responsiveness, efficiency and innovation.

The Foothill Transit Mission

To be the premier public transit
provider committed to:

Safety
Courtesy
Quality
Responsiveness
Efficiency
Innovation



Buses in service: 330 (315 Compressed Natural Gas or CNG and 15 fast-charge electric)

Routes: 36 local and express routes

Area served: 327 square miles of the San Gabriel and Pomona Valley

Ridership: More than 48,000 a week, and approximately 14 million a year

Comparative size: Largest municipal operator in Los Angeles County, second in fleet size only to regional provider Metro

Funding: 25% from farebox revenue, 75% from Los Angeles County Proposition A and C funds, California State Transportation Development Act (TDA) and State Transit Assistance (STA) funds

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Organization

Foothill Transit is governed by a Joint Powers Authority of 22 member cities and the County of Los Angeles. The larger Governing Board is divided into five regional clusters that elect representatives once a year at the agency's annual meeting to serve on a five-member Executive Board.

Joint Powers Authority Governing Board

Arcadia

Mayor Pro Tem Roger Chandler
Councilmember Tom Beck, Alternate

Azusa

Councilmember Uriel Macias
Mayor Pro Tem Edward J. Alvarez,
Alternate

Baldwin Park

Mayor Pro Tem Cruz Baca
Councilmember Susan Rubio,
Alternate

Bradbury

Councilmember Richard G. Barakat
Mayor Richard T. Hale, Alternate

Claremont

Mayor Corey Calaycay
Councilmember Opanyi K. Nasiali,
Alternate

Covina

Councilmember Peggy A. Delach
Mayor John C. King, Alternate

Diamond Bar

Councilmember Carol Herrera
Mayor Pro Tem Nancy A. Lyons,
Alternate

Duarte

Mayor Tzeitel Paras-Caracci
Mayor Pro Tem Samuel Kang

Irwindale

Mayor Mark A. Breceda
Mayor Pro Tem Manuel R. Garcia, Alternate

La Puente

Mayor Pro Tem Valerie Munoz
Councilmember Violeta Lewis, Alternate

La Verne

Councilmember Charles A. Rosales
Councilmember Tim Hepburn, Alternate

Monrovia

Councilmember Becky Shevlin
VACANT, Alternate

Pasadena

Councilmember Margaret McAustin
VACANT, Alternate

Pomona

Councilmember Paula Lantz
Mayor Elliot Rothman, Alternate

San Dimas

Councilmember Emmett Badar
Councilmember John Ebner, Alternate

South El Monte

Mayor Pro Tem Hector Delgado
Councilmember Willhans A. Ili, Alternate

El Monte

Councilmember Juventino "J"
Gomez
Councilmember Victoria Martinez,
Alternate

Glendora

Councilmember Gary Boyer
Mayor Pro Tem Gene Murabito,
Alternate

Industry

Mayor Pro Tem Jeff Parriott
Mayor Tim Spohn, Alternate

Temple City

Councilmember Cynthia Sternquist
Councilmember William Man, Alternate

Walnut

Mayor Nancy Tragarz
Councilmember Robert Pacheco, Alternate

West Covina

Councilmember Corey Warshaw
Mayor Pro Tem James Toma, Alternate

Los Angeles County

David C. Rodriguez (Representing Supervisor Don
Knabe)

Michael De La Torre (Representing Supervisor Mike
Antonovich)

Sam Pedroza (Representing Supervisor Gloria Molina)

Executive Board

Carol Herrera
Executive Board Chair
Cluster 4 – Diamond Bar
Jeff Parriott, Industry, Alternate

Becky Shevlin
Executive Board Vice Chair
Cluster 3 – Monrovia
Cynthia Sternquist, Temple City, Alternate

Corey Calaycay
Executive Board Member
Cluster 1 – Claremont
Paula Lantz, Pomona, Alternate

Peggy Delach
Executive Board Member
Cluster 2 – Covina
Corey Warshaw, West Covina, Alternate

Michael De La Torre
Executive Board Member
Cluster 5 – L.A. County – Representing Supervisor Michael Antonovich
Sam Pedroza, L.A. County – representing Supervisor Gloria Molina, Alternate

More information on Board Members

Foothill Transit is required by the California Fair Political Practices Commission (FPPC) to post a single Form 806 onto its website. This form lists information on all paid appointed positions, and is updated when there is a change in compensation or list of appointments.

Foothill Transit's California Form 806

ADA Policy:

In compliance with the Americans with Disabilities Act, Foothill Transit makes accommodation for persons with disabilities who wish to use any of their services. These include but are not limited to wheelchair accessible ramps or lifts on all buses, low-floor, kneeling buses, audio and visual on board bus stop announcements and safety messages, elevators and escalators at Transit Store locations, TDD/TTY access via the California Relay Service via 711, and braille-enhanced bus stop booklets to assist with correct boarding . For more information, please call 1-800-RIDE-INFO (743-3463).

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About

Everything you ever wanted to know about Foothill Transit.

Fast Facts

Learn about our mission, service area, fleet size and more >>

History

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Developer Resources

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CITY COUNCIL

ITEM NO. 7.2



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: John Ballas, City Engineer

Date: September 16, 2015

SUBJECT: COOPERATIVE AGREEMENT NO. 07-5033 WITH CALTRANS FOR THE ROUTE 57/60 CONFLUENCE PROJECT; SEGMENT II – GRAND AVENUE OFF-RAMP

For the purpose of constructing the Westbound Grand Avenue Off-Ramp for the State Route 57/60 Freeway Project ("Project"), it is necessary for the City to enter into the attached Cooperative Agreement ("Agreement") with California Department of Transportation ("Caltrans") and the Successor Agency to the Industry Urban-Development Agency. Under the terms of the Agreement, Caltrans will advertise, award and administer the construction contract.

Caltrans will be the lead agency managing the bid process, contractor selection and administering all aspects of the construction contract. The Project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 auxiliary lane to the Grand off-ramp, modifying the westbound loop on-ramp from Grand Avenue, and reconstructing the westbound SR-60 off-ramp intersection at Grand Avenue.

The estimated cost for this Project is \$21.3 million. The Successor Agency will contribute approximately \$1.855 million in bond proceeds. The City has secured grants through the "Metro Call for Projects" in the amount of \$9.448 million, and a grant through the Federal Highway Administration (TIGER) grant program in the amount of \$10 million, which are sufficient to cover the remaining cost.

On June 24, 1999, the Industry Urban-Development Agency (the "Agency") entered into a Lease Agreement (as lessor) (the "Lease") with Industry East Land, LLC (as lessee) with respect to a 400 acre site located in the City, and subsequently developed as an industrial/commercial park consisting of approximately 4,000,000 square feet of industrial and commercial buildings, and commonly known as the Grand Crossing project. The Lease requires the Agency to pay for all infrastructure and all "CEQA requirements", including all project related traffic mitigation measures required for the development of the property. The

project related traffic mitigation measures required for the development of the property. The Successor Agency by operation of law, is charged, in part, with the responsibility to carry out and conclude the existing obligations of the former Agency. An Environmental Impact Report, dated April 17, 2000 (the "EIR"), was prepared and certified for the Grand Crossing project. The EIR identified, among other matters, all project related traffic mitigation measures including necessary improvements to the intersection of Grand Avenue and State Route 60.

The estimated \$1.855 million in payments to be made by the Successor Agency with respect to the Grand Avenue Off-Ramp Project, as contemplated by this Cooperative Agreement, are included within line item No. 128 on the Recognized Obligation Payment Schedule ("ROPS"). The total outstanding obligation for line item No. 128 is \$5.872 million and includes other phases of the Route 57/60 Confluence Project. This listing in the ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177.

The following table summarizes the breakdown of the funding sources for the Project. Final payment will be based upon the actual construction and administration costs incurred by Caltrans.

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
Federal	CITY	TIGER *	0	10,000,000	10,000,000
Local	AGENCY	AGENCY funds	0	1,855,000	1,855,000
Local	CITY	Metro Call for Projects	5,000,000	4,448,000	9,448,000
Totals			5,000,000	16,303,000	21,303,000

* This fund type includes federal funds

The Cooperative Agreement 07-5033 has been reviewed by staff and legal counsel of the City and is found to be in order.

It is hereby recommended that the City Council approve and execute the Cooperative Agreement 07-5033.

PJP:JBD:mk

COOPERATIVE AGREEMENT COVER SHEET

Work Description

Construction of improvements to the SR 60/SR 57 confluence at Grand Avenue Off Ramp.

Contact Information

CALTRANS

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

John Ballas, Agency Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jdballas@cityofindustry.org

CITY OF INDUSTRY

John Ballas, City Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jdballas@cityofindustry.org

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COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS,

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

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

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, construction of improvements to the SR 60/SR 57 Confluence at Grand Avenue will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:

- CITY approved the Negative Declaration on 3/25/11 (Cooperative Agreement No. 07-4859).
 - CALTRANS approved the Negative Declaration on 3/25/11 (Cooperative Agreement No. 07-4859).
 - AGENCY is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 07-5019).
 - AGENCY is developing the R/W Certification (Cooperative Agreement No. 07-5019).
6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. LOCALS are the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

Funding

9. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

If CALTRANS anticipates that funding for the WORK will be insufficient to complete the WORK, CALTRANS will promptly notify LOCALS.

11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
13. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT. Any OBLIGATIONS COSTS of Agency are subject to the review and approval by the California Department of Finance.

Implementing Agency

14. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

CEQA/NEPA Lead Agency

16. CALTRANS is the CEQA lead agency for the PROJECT.
17. CALTRANS is the NEPA lead agency for the PROJECT.

Environmental Permits, Approvals and Agreements

18. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
19. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
20. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
1602 California Department of Fish and Wildlife

Construction

21. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
22. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
23. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
24. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.
25. CALTRANS will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
26. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
27. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS Standard Specifications.
28. After OBLIGATION COMPLETION SHS maintenance will be handled through an existing maintenance agreement.

29. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

Schedule

30. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

31. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

32. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

33. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.

35. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

36. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

37. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents.
38. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
39. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
40. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AGENCY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right of way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
41. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
42. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
43. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
44. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
45. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

46. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.

47. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

48. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

49. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), CITY, and AGENCY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.

51. If the PROJECT expends federal funds, any PARTNER that hires an Architectural and Engineering (A&E) consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
52. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
53. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
54. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
55. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
56. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
57. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.
58. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
59. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If LOCALS invoices for rates in excess of DPA rates, LOCALS will fund the cost difference and reimburse CALTRANS for any overpayment.

60. If CALTRANS reimburses LOCALS for any costs later determined to be unallowable, LOCALS will reimburse those funds.
61. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

62. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

63. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

GENERAL CONDITIONS

64. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
65. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
66. All OBLIGATIONS of AGENCY under the terms of this AGREEMENT are subject to the approval of the AGENCY'S Oversight Board and the California Department of Finance.

67. Neither CITY, AGENCY, nor any officer or employee thereof are responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT.

It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY, AGENCY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

68. Neither CITY, CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT.

It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CITY, CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

69. Neither AGENCY, CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT.

It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless AGENCY, CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

70. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

71. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

72. LOCALS will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. LOCALS waive the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

73. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

74. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

75. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AGENCY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

77. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

78. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.

79. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
80. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
81. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
82. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).
- When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.
83. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
84. 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 OBLIGATIONS set forth in 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. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.
85. 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.
86. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Any materials or equipment supplied by CALTRANS. Previously referred to as State Furnished Materials (SFM).

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. The Resident Engineer must be independent of the design engineering company and the construction contractor.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS

Carrie L. Bowen
District Director

Certified as to funds:

Paul Kwong
District Budget Manager

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Attest:

Cecelia Dunlap
Deputy City Clerk

Approved as to form:

James M. Casso, City Attorney

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

Mark D. Radecki
Chairman

Attest:

Diane Schlichting
Secretary

Approved as to form:

James M. Casso, Agency Counsel

FUNDING SUMMARY

v. 2					
<u>FUNDING TABLE</u>					
		IMPLEMENTING AGENCY →			
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
Federal	CITY	TIGER *	0	10,000,000	10,000,000
Local	AGENCY	AGENCY funds	0	1,855,000	1,855,000
Local	CITY	Metro Call for Projects	5,000,000	4,448,000	9,448,000
Totals			5,000,000	16,303,000	21,303,000

* This fund type includes federal funds

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<u>SPENDING SUMMARY</u>						
		CONST. SUPPORT			CONST. CAPITAL	
Fund Type		CALTRANS	CITY	AGENCY	CALTRANS	DFM
Federal Funds						
CITY TIGER		0	0	0	10,000,000	0
Local Funds						
AGENCY funds		0	0	0	1,506,624	348,376
CITY Metro Call for Projects		5,000,000	0	0	4,448,000	0
Totals		5,000,000	0	0	15,954,624	348,376
					10,000,000	1,855,000
					9,448,000	21,303,000

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, LOCALS will pay invoices within five (5) calendar days of receipt of invoice.
2. If LOCALS have received EFT certification from CALTRANS then LOCALS will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by LOCALS without invoicing LOCALS when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION SUPPORT

5. CALTRANS will invoice CITY for a \$260,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

CONSTRUCTION CAPITAL

6. CALTRANS will invoice CITY for a \$550,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

Department Furnished Materials (DFM)

7. CALTRANS will invoice CITY for a \$368,100 initial deposit after execution of this AGREEMENT and upon AGENCY'S request for DFM. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

Signatures

CALTRANS

Syed Huq
Project Manager

Date _____

District Budget Manager

HQ Accounting

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

Mark D. Radecki
Chairman

Date _____

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date _____

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by AGENCY?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTNERS complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 07-5033 and any amendments to the agreement.

The final signature date on this document terminates Cooperative Agreement 07-5033 except survival articles.

All survival articles in Cooperative Agreement 07-5033 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Carrie L. Bowen
District Director

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

Paul Kwong
District Budget Manager

AGENCY

Mark D. Radecki
Chairman

Date: _____

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date: _____

CITY COUNCIL

ITEM NO. 7.3



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: John Ballas, City Engineer

Date: September 16, 2015

SUBJECT: MOU for the Westbound Grand Avenue Slip Off-Ramp to SR-60 Freeway Project, ROPS Line Item No. 128

In connection with the Westbound Grand Avenue Off-Ramp from State Route 60 Freeway Project ("Project"), it is necessary for the City to enter into a Memorandum of Understanding ("MOU") with the Successor Agency to the Industry Urban-Development Agency for the use of City secured grant funds and Successor Agency bond proceeds towards the Project's construction cost. This MOU outlines the arrangement for processing of payments relative to the cooperative agreements with the California Department of Transportation ("Caltrans") and use of Successor Agency funds.

The Successor Agency and the City will enter into a Cooperative Agreement with Caltrans for Caltrans to advertise, award and administer the Project's construction phase for an estimated cost of \$21.3 million. The City secured grant funds through the "Metro Call for Projects" in the amount of \$9.448 million, and from the Federal Highway Administration (TIGER) grant program in the amount of \$10 million. The remaining \$1.855 million will come from the Successor Agency's bond proceeds, for items listed on the Recognized Obligation Payment Schedule ("ROPS"). As set forth in the MOU, the Successor Agency's contribution will not exceed \$2 million.

The payments to be made by the Successor Agency are listed on line item No. 128 on the ROPS. The total outstanding obligation for line item No. 128 is \$5.872 million, and includes other phases of the Route 57/60 Confluence Project. This line item on the ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177. The Successor Agency is also funding related design services and project administration costs from other approved ROPS line items.

The MOU outlines the payment arrangements between the City and the Successor Agency as follows:

1. The City pays all Project costs associated with the Project Agreement. The City invoices the Successor Agency on a quarterly basis for all Project costs incurred as a result of the match funds that will be provided by the Successor Agency in an amount not to exceed \$2.0 million. Successor Agency will promptly reimburse City upon receipt of such invoice.
2. The City performs all of its obligations for accounting and reporting under the Metro and the TIGER Grant as required by each granting agency.

The MOU has been reviewed by staff and legal counsels of both the City and the Successor Agency and found to be in order.

It is hereby recommended that the City Council approve and execute the MOU that was approved at the Successor Agency meeting held August 27, 2015.

PJP:JDB:mk

MEMORANDUM OF UNDERSTANDING

(Westbound Grand Avenue Slip Off Ramp to State Route 60 Freeway Project)

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of September, 2015, (“Effective Date”) by and between the City of Industry, a municipal corporation (the “City”) and the Successor Agency to the Industry Urban-Development Agency, a public body, corporate and politic (the “Successor Agency”). City and Successor Agency are collectively referred to herein as the “Parties”.

I. RECITALS

A. On June 24, 1999, the Industry Urban-Development Agency (the “Agency”) entered into a Lease Agreement (as lessor) (the “Lease”) with Industry East Land, LLC (as lessee) with respect to a 400 acre site located in the City and subsequently developed as an industrial/commercial park consisting of approximately 4,000,000 square feet of industrial and commercial buildings, and commonly known as Grand Crossing project. The Lease required the Agency to pay for all infrastructure and all “CEQA requirements”, including all project related traffic mitigation measures required for the development of the property. The Successor Agency, by operation of law, is charged, in part, with the responsibility to carry out and conclude the existing obligations of the former Agency.

B. An Environmental Impact Report, dated April 17, 2000 (the “EIR”), was prepared and certified for the Grand Crossing project. The EIR identified, among other matters, all project related traffic mitigation measures including necessary improvements to the intersection of Grand Avenue and State Route 60.

C. The proposed project proposes to construct improvements to the SR-60/SR-57 Confluence. The major items of work include extending a southbound SR-57 lane to the Grand off-ramp, reconstructing the westbound on and off-ramps to Grand Avenue, and reconstructing the westbound SR-60 Grand Avenue interchange (the “Project”), at an approximate cost of \$21.3 million. The Project is located within the City of Diamond Bar and will partially satisfy the traffic mitigation measures indentified in the EIR for the intersection of Grand Avenue and the Westbound On/Off ramps.

D. Los Angeles County Metropolitan Transportation Authority “LACMTA” has notified the City that it has been awarded \$9,448,000.00 in local Proposition C 25 funds for a portion of the Project costs related to construction and contract administration (the “LACMTA Grant”).

E. The Federal Highway Administration “FHWA” notified the City that it has been awarded \$10,000,000.00 in TIGER funds for a portion of the Project costs related to construction and contract administration (the “TIGER Grant”).

F. The payments to be made by the Successor Agency with respect to the Project as contemplated by this MOU are listed on line item No. 128 on the Recognized Obligation Payment Schedule (“ROPS”) in the amount of approximately \$5.7 million. This listing in the

ROPS has been approved by the Successor Agency and the Oversight Board to the Successor Agency in accordance with the requirements of the Health and Safety Code Section 34177. Moreover, the State of California, through the Department of Finance (“DOF”), has authorized the expenditure of funds by the Successor Agency for the Project; however, DOF’s express direction is that the Successor Agency enter into all necessary agreements with Caltrans for the Project.

G. The Successor Agency and the City intend to enter into District Agreement No. 07-5033 with Caltrans (the “Project Agreement”) to advertise, award and administer the construction phase for an estimated cost of \$21.3 million. A copy of the Project Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

H. The City and Successor Agency desire to enter into this MOU for the purpose of allocating responsibility for Project activities and payment of Project costs.

II. AGREEMENT

1. **Term.** The terms of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until the required final Report of Expenditures is prepared and submitted to both FHWA and LACMTA or until terminated in accordance with Section 7.

2. **Payment of Project Costs.** Subject to the provisions set forth in Section 3, the City shall pay all costs associated with the Project Agreement, and payment shall be made in accordance with the provisions set forth therein. Costs shall include all Obligations Cost(s), as defined in the Project Agreement. City shall be responsible for all costs of both the City and the Successor Agency.

3. **Reimbursement to City.** The City shall invoice the Successor Agency on a quarterly basis for all Project costs incurred, in an amount not to exceed Two Million Dollars (\$2,000,000.00). Successor Agency shall reimburse City for the Project costs within thirty (30) days of receipt of such invoice. Within 15 days of receipt of each invoice, Successor Agency shall notify City of any disputed amounts included on the invoice. Notwithstanding the foregoing, Successor Agency shall only be responsible for costs listed on an approved Recognized Obligations Payment Schedule, or otherwise approved by the California Department of Finance.

4. **Performance of City’s Obligations Under the LACMTA Grant.** Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under the LACMTA Grant.

5. **Performance of City’s Obligations Under the TIGER Grant.** Without the requirement of notice or demand on the part of the Successor Agency, the City shall perform all of its obligations for accounting and reporting under the TIGER Grant.

6. **Accounting of Funds.** The City shall provide to the Successor Agency at least once each three (3) month period, and otherwise within ten (10) working days following a written request from the Successor Agency, a written statement showing the amount of funds

disbursed by the City to Caltrans, the purposes for which the payments were made and the Caltrans invoices paid by the City.

7. **Termination.** The Parties shall have the right to terminate this MOU upon termination of the Project Agreement. The Successor Agency may terminate this MOU in the event the costs are not approved on the ROPS or otherwise by the California Department of Finance.

8. **Notices.** Notices shall be given pursuant to this MOU by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
Industry, California 91744
Attention: Executive Director

City of Industry
15625 East Stafford Street, Suite 100
Industry, California 91744
Attention: City Manager

9. **Indemnification.**

9.1 The Parties agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**City Indemnitees**") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to this Agreement (collectively, "**Claims**"). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Successor Agency acknowledges that City would not enter into this Agreement in the absence of Successor Agency's commitment to indemnify and protect City as set forth herein.

9.2 To the fullest extent permitted by law, Successor Agency shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Successor Agency's performance or failure to comply with this Agreement. By execution of this Agreement, Successor Agency acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9.3 The Parties agree that Successor Agency, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**Successor Agency Indemnitees**") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to this Agreement (collectively, "**Claims**"). Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Successor Agency.

City acknowledges that Successor Agency would not enter into this Agreement in the absence of City's commitment to indemnify and protect the Successor Agency as set forth herein.

9.4 To the fullest extent permitted by law, City shall indemnify, defend with counsel selected by Successor Agency, and hold harmless the Successor Agency Indemnitees from and against any and all Claims of every nature arising out of or in connection with the City's performance or failure to comply with this Agreement. By execution of this Agreement, City acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. **Severability.** If any term or provision of this MOU 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 MOU, 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.

11. **Venue.** This MOU shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

12. **Integration.** This instrument contains the entire agreement between the City and Successor Agency with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Successor Agency.

13. The waiver by City or Successor Agency 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 MOU shall be deemed to have been waived by City or Successor Agency unless in writing.

14. 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.

15. **Attorneys' Fees.** If any action at law or suit in equity is brought to enforce or interpret the provisions of this MOU, or arising out of or relating to the obligations of the Parties under this MOU, 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. Unless otherwise required by law, the venue for

any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

16. **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.

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

IN WITNESS WHEREOF, the City and Successor Agency have caused this Memorandum of Understanding to be executed by their respective officers, duly authorized, as of the Effective Date.

CITY OF INDUSTRY

By: _____
Name: Mark D. Radecki
Title: Mayor

ATTEST:

Cecelia Dunlap, Deputy City Clerk

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Name: Mark D. Radecki
Title: Chairman

ATTEST:

Diane M. Schlichting, Secretary

EXHIBIT "A"

AGREEMENT 07-5033
Project No. 0715000075
EA 27911
07-LA-60-R24.4/R25.3

COOPERATIVE AGREEMENT COVER SHEET

Work Description

Construction of improvements to the SR 60/SR 57 confluence at Grand Avenue Off Ramp.

Contact Information

CALTRANS

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

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

John Ballas, Agency Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jdballas@cityofindustry.org

CITY OF INDUSTRY

John Ballas, City Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jdballas@cityofindustry.org

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COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS,

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

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

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

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, construction of improvements to the SR 60/SR 57 Confluence at Grand Avenue will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:

- CITY approved the Negative Declaration on 3/25/11 (Cooperative Agreement No. 07-4859).
- CALTRANS approved the Negative Declaration on 3/25/11 (Cooperative Agreement No. 07-4859).
- AGENCY is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 07-5019).
- AGENCY is developing the R/W Certification (Cooperative Agreement No. 07-5019).

6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. LOCALS are the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

Funding

9. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

If CALTRANS anticipates that funding for the WORK will be insufficient to complete the WORK, CALTRANS will promptly notify LOCALS.

11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
13. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT. Any OBLIGATIONS COSTS of Agency are subject to the review and approval by the California Department of Finance.

Implementing Agency

14. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

CEQA/NEPA Lead Agency

16. CALTRANS is the CEQA lead agency for the PROJECT.
17. CALTRANS is the NEPA lead agency for the PROJECT.

Environmental Permits, Approvals and Agreements

18. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
19. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
20. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
1602 California Department of Fish and Wildlife

Construction

21. As IMPLEMENTING AGENCY for CONSTRUCTION, CALTRANS is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
22. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
23. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
24. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.
25. CALTRANS will provide a landscape architect who will be responsible for all landscaping activities within the SHS.
26. CALTRANS will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
27. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS Standard Specifications.
28. After OBLIGATION COMPLETION SHS maintenance will be handled through an existing maintenance agreement.

29. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

Schedule

30. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

31. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
32. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
33. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
34. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
35. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
36. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

37. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents.
38. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
39. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
40. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. AGENCY, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right of way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
41. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
42. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
43. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
44. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
45. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

46. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.
47. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

49. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), CITY, and AGENCY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.

51. If the PROJECT expends federal funds, any PARTNER that hires an Architectural and Engineering (A&E) consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
52. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
53. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
54. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
55. 棚鏇藉杸杸杸杸杸杸 of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
56. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
57. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.
58. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
59. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If LOCALS invoices for rates in excess of DPA rates, LOCALS will fund the cost difference and reimburse CALTRANS for any overpayment.

60. If CALTRANS reimburses LOCALS for any costs later determined to be unallowable, LOCALS will reimburse those funds.
61. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

62. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

63. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

GENERAL CONDITIONS

64. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
65. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
66. All OBLIGATIONS of AGENCY under the terms of this AGREEMENT are subject to the approval of the AGENCY'S Oversight Board and the California Department of Finance.

67. Neither CITY, AGENCY, nor any officer or employee thereof are responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT.

It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY, AGENCY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

68. Neither CITY, CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT.

It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CITY, CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

69. Neither AGENCY, CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT.

It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless AGENCY, CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

70. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

71. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

72. LOCALS will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. LOCALS waive the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

73. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
74. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
75. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AGENCY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
77. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
78. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.

79. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
80. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
81. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
82. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).
- When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.
83. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.
84. 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 OBLIGATIONS set forth in 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. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.
85. 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.
86. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Any materials or equipment supplied by CALTRANS. Previously referred to as State Furnished Materials (SFM).

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. The Resident Engineer must be independent of the design engineering company and the construction contractor.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS

Carrie L. Bowen
District Director

Certified as to funds:

Paul Kwong
District Budget Manager

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Attest:

Cecelia Dunlap
Deputy City Clerk

Approved as to form:

James M. Casso, City Attorney

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

Mark D. Radecki
Chairman

Attest:

Diane Schlichting
Secretary

Approved as to form:

James M. Casso, Agency Counsel

FUNDING SUMMARY

v. 2

		<u>FUNDING TABLE</u>		
		<u>IMPLEMENTING AGENCY →</u>		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL
Federal	CITY	TIGER *	0	10,000,000
Local	AGENCY	AGENCY funds	0	1,855,000
Local	CITY	Metro Call for Projects	5,000,000	4,448,000
		Totals	5,000,000	16,303,000
		Totals		21,303,000

* This fund type includes federal funds

v. 22

<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT			CONST. CAPITAL	
	CALTRANS	CITY	AGENCY	CALTRANS	DFM
Federal Funds					
CITY TIGER	0	0	0	10,000,000	0
Local Funds					
AGENCY funds	0	0	0	1,506,624	348,376
CITY Metro Call for Projects	5,000,000	0	0	4,448,000	0
Totals	5,000,000	0	0	15,954,624	348,376
Totals					21,303,000

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, LOCALS will pay invoices within five (5) calendar days of receipt of invoice.
2. If LOCALS have received EFT certification from CALTRANS then LOCALS will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by LOCALS without invoicing LOCALS when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.

CONSTRUCTION SUPPORT

5. CALTRANS will invoice CITY for a \$260,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION SUPPORT expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

CONSTRUCTION CAPITAL

6. CALTRANS will invoice CITY for a \$550,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

Department Furnished Materials (DFM)

7. CALTRANS will invoice CITY for a \$368,100 initial deposit after execution of this AGREEMENT and upon AGENCY'S request for DFM. This deposit represents one (1) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs.

Signatures

CALTRANS

Syed Huq
Project Manager

Date _____

District Budget Manager

HQ Accounting

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

Mark D. Radecki
Chairman

Date _____

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date _____

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by AGENCY?

YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

5. Did PARTNERS complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Cooperative Agreement 07-5033 and any amendments to the agreement.

The final signature date on this document terminates Cooperative Agreement 07-5033 except survival articles.

All survival articles in Cooperative Agreement 07-5033 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Carrie L. Bowen
District Director

Date: _____

CERTIFIED AS TO ALL FINANCIAL
OBLIGATIONS/TERMS AND POLICIES

Paul Kwong
District Budget Manager

AGENCY

Mark D. Radecki
Chairman

Date: _____

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date: _____

CITY COUNCIL

ITEM NO. 7.4



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering *JN*

Date: September 17, 2015

SUBJECT: Minor Lot Line Adjustment No. 78 (MP 12-03 #3)

On July 23, 2015 the Successor Agency to the Industry Urban-Development Agency approved the Minor Lot Line Adjustment No. 78 Application and submitted it to the City shortly thereafter. They are requesting to move a lot line on behalf of the future buyer so that they can have two lots that meet the City's development standards. The property is located at the northeast corner of Parriott Place West and Don Julian Road and is currently owned by the Successor Agency but is in the process of being sold to CT Realty Investors.

We have reviewed their description and sketches and believe they are ready to be approved. It is hereby recommended that the City Council approve and execute the Minor Lot Line Adjustment No. 78.

Please return the executed and notarized documents to CNC Engineering for further processing and recordation.

PP/JN:cl



City of Industry Minor Lot Line Adjustment Application

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

Please type or print clearly

Applicant Name: CT Realty Investors

Project Location: NEC of Parriott Place and Don Julian Road 91745
Street *Zip*

Project Contact Person: Sarah Bova Phone Number: 714.521.4811 Email Address: sarah@thieneseng.com

Address: 14349 Firestone Blvd. La Mirada 90638
Street *City* *Zip*

Legal description of property proposed for land division: SEE ATTACHED

Engineer or Land Surveyor:

Name: Thienes Engineering, Inc. Phone Number: 714.521.4811

Address: 14349 Firestone Blvd. La Mirada 90638
Street *City* *Zip*

Property Owner:

Name: The Successor Agency to the Industry Urban-Development Agency Phone Number: 949.330.5773
c/o CT Realty Investors

Address: 65 Enterprise Street, Suite 150 Aliso Viejo 92656
Street *City* *Zip*

Number of Lots Involved: 2 Total Acreage: 6.352

I/We are the owner(s) of record of the above described parcels and herby request division of said land (Attach notary acknowledgement)

Owner Signature: *[Signature]* Date: 8-5-15

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Office Use Only
Minor Lot Line No.: _____ Submittal Date: _____

MINOR LOT LINE ADJUSTMENT APPLICATION
LEGAL DESCRIPTION OF PROPERTY PROPOSED FOR LAND DIVISION

PARCELS 3 AND 4 OF MAP NO. 176 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 136, PAGE 61 AND 62, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE PRECIOUS METALS AND ORES THEREOF AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND. SR. AND WILLIAM WORKMAN, IN THE PARTITION DEED RECORDED IN BOOK 10 PAGE 39 OF DEEDS.

ALSO EXCEPT ALL THE OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND AS RESERVED IN DEEDS FROM CROSS LAND COMPANY, RECORDED IN BOOK 6771 PAGE 272 AND IN BOOK 7078 PAGE 50 OF DEEDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID PARCELS 3 AND 4 LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THAT CERTAIN LAND KNOWN AS PARRIOTT PLACE WEST AS DESCRIBED IN THAT CERTAIN GRANT DEED FROM INDUSTRY URBAN-DEVELOPMENT AGENCY TO THE CITY OF INDUSTRY FOR STREET AND HIGHWAY PURPOSES, RECORDED ON APRIL 09, 2001, AS INSTRUMENT NO. 01-0586000, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED FROM INDUSTRY URBAN-DEVELOPMENT AGENCY TO CRR&B LIMITED PARTNERSHIP III, RECORDED IN THE LOS ANGELES COUNTY RECORDER'S OFFICE ON SEPTEMBER 27, 1996, AS DOCUMENT NO. 96-1596983.

RECORDED AT THE REQUEST OF AND
MAIL TO:

City of Industry
P.O. B ox 3366
City of Industry, CA 91744
Attention: Joshua Nelson

MP 12-03 #3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MINOR LOT LINE ADJUSTMENT NO. 78

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Industry, County of Los Angeles, State of California per legal description as shown on Exhibit 'A' and as shown on map Exhibit "B" attached thereto.

And for the purpose of adjusting the boundaries of two existing parcels to meet the development standards of the City.

JOB ADDRESS: northeast corner of Parriott Place West and Don Julian Road

APN: 8208-027-911 & 912

Dated this 24th day of September, 2015.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Mark D. Radecki - Chairman

(Signature)

(Signature)

The minor lot line adjustment described herein is consistent with all relevant planning policies and zoning regulations. The minor lot line adjustment does not change the density or intensity of use. As allowed by and in conforming with the Subdivision Map Act (Section 66412d) and the City of Industry Municipal Code (Title 16, Chapters 16.04 through 16.64 respectively) the minor lot line adjustment described herein is approved.

CITY OF INDUSTRY

Mark D. Radecki – Mayor

Date

Cecelia Dunlap – Deputy City Clerk

Date

EXHIBIT "A"**LOT LINE ADJUSTMENT NO. 78****LEGAL DESCRIPTIONS****PARCEL 1**

THOSE PORTIONS OF PARCELS 3 AND 4 OF MAP NO. 176 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 136, PAGE 61 AND 62, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF PARRIOTT PLACE WEST AS SHOWN AND DESCRIBED IN GRANT DEED TO THE CITY OF INDUSTRY FOR STREET AND HIGHWAY PURPOSES, RECORDED APRIL 9, 2001 AS INSTRUMENT NO. 01-0586000, OF OFFICIAL RECORDS OF SAID COUNTY AND ALSO LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 6° 57' 07" WEST, 130.01 FEET" ON SAID PARCEL MAP NO. 176: THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CERTAIN COURSE SOUTH 26°54'04" WEST, 268.12 FEET: THENCE AT A RIGHT ANGLE TO SAID NORTHEASTERLY LINE OF PARRIOTT PLACE WEST, SOUTH 70°19'17" WEST, 41.57 FEET TO SAID NORTHEASTERLY LINE.

EXCEPT THEREFROM THE PRECIOUS METALS AND ORES THEREOF AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND, SR. AND WILLIAM WORKMAN, IN THE PARTITION DEED RECORDED IN BOOK 10 PAGE 39 OF DEEDS.

ALSO EXCEPT ALL THE OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND AS RESERVED IN DEEDS FROM CROSS LAND COMPANY, RECORDED IN BOOK 6771 PAGE 272 AND IN BOOK 7078 PAGE 50 OF DEEDS.

ALSO EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN THAT CERTAIN GRANT DEED FROM INDUSTRY URBAN-DEVELOPMENT AGENCY TO CRR&B LIMITED PARTNERSHIP III, RECORDED SEPTEMBER 27, 1996, AS INSTRUMENT NO. 96-1596983., OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 1 CONTAINS: 176,452 SQUARE FEET OR 4.051 ACRES MORE OR LESS.

EXHIBIT "A"

PARCEL 2

THOSE PORTIONS OF PARCELS 3 AND 4 OF MAP NO. 176 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 136, PAGE 61 AND 62, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF PARRIOTT PLACE WEST AS SHOWN AND DESCRIBED IN GRANT DEED TO THE CITY OF INDUSTRY FOR STREET AND HIGHWAY PURPOSES, RECORDED APRIL 9, 2001 AS INSTRUMENT NO. 01-0586000, OF OFFICIAL RECORDS OF SAID COUNTY AND ALSO LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE OF THE SOUTHEASTERLY LINE OF SAID PARCEL 4 SHOWN AS HAVING A BEARING AND DISTANCE OF "NORTH 6° 57' 07" WEST, 130.01 FEET" ON SAID PARCEL MAP NO. 176: THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY PROLONGATION OF SAID CERTAIN COURSE SOUTH 26°54'04" WEST, 268.12 FEET: THENCE AT A RIGHT ANGLE TO SAID NORTHEASTERLY LINE OF PARRIOTT PLACE WEST, SOUTH 70°19'17" WEST, 41.57 FEET TO SAID NORTHEASTERLY LINE.


TOGETHER WITH,
THAT PORTION OF EL ENCANTO ROAD VACATED BY THE CITY OF INDUSTRY PER RESOLUTION NO. _____ AND RECORDED _____, 2015 AS INSTRUMENT NO. 2015_____, OF OFFICIAL RECORDS.

EXCEPT THEREFROM THE PRECIOUS METALS AND ORES THEREOF AS EXCEPTED FROM THE PARTITION BETWEEN JOHN ROWLAND. SR. AND WILLIAM WORKMAN, IN THE PARTITION DEED RECORDED IN BOOK 10 PAGE 39 OF DEEDS.

ALSO EXCEPT ALL THE OIL AND MINERAL RIGHTS IN AND UNDER SAID LAND AS RESERVED IN DEEDS FROM CROSS LAND COMPANY, RECORDED IN BOOK 6771 PAGE 272 AND IN BOOK 7078 PAGE 50 OF DEEDS.

PARCEL 2 CONTAINS: 100,224 SQUARE FEET OR 2.301 ACRES MORE OR LESS.

PREPARED UNDER THE DIRECTION OF:



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

8/31/15

DATE



VACATION PER RESOLUTION
 NO. PC- _____
 INSTR. NO. 2015 _____
 /_____/2015, O.R.

EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 78

LEGEND:

PROPOSED PROPERTY LINE - - - - -

EXISTING PROPERTY LINE - - - - -

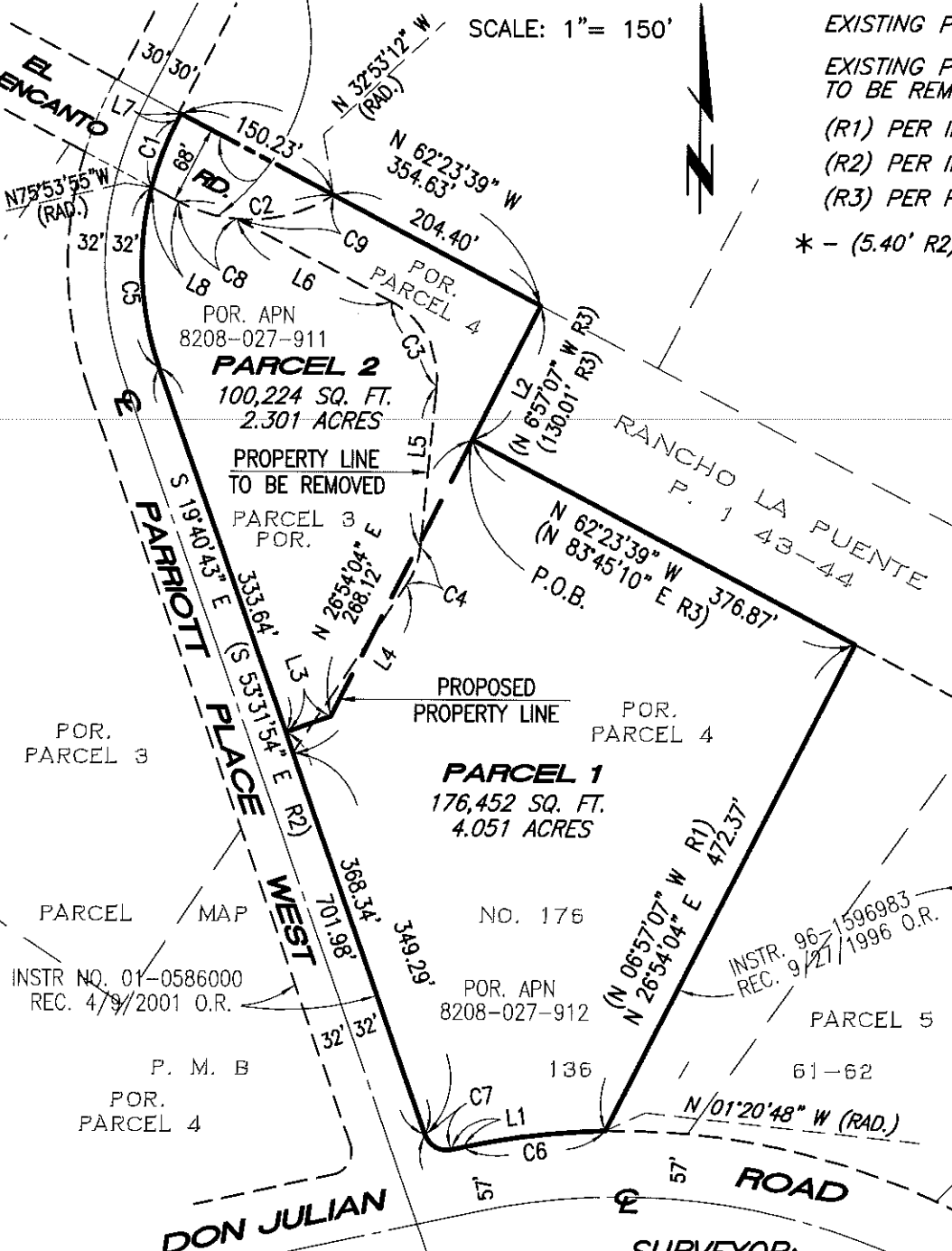
EXISTING PROPERTY LINE - - - - -
 TO BE REMOVED.

(R1) PER INSTR. NO. 96-1596983 O.R.

(R2) PER INSTR. NO. 01-0586000 O.R.

(R3) PER PM No. 176 P.M.B. 136/61-62

* - (5.40' R2)



LINE TABLE		
#	LENGTH	BEARING
L1	10.61'	N 77°48'53" E
L2	130.01'	N 26°54'04" E
L3	41.57'	S 70°19'17" W
L4	175.83'	S 33°51'11" W
L5	139.48'	N 5°22'50" E
L6	152.37'	S 62°23'39" E
L7	5.41'*	N 27°36'24" E
L8	26.21'	N 62°23'39" W

CURVE TABLE			
#	DELTA	RADIUS	LENGTH
C1	13°30'19"	268.00'	63.17'
C2	60°29'33"	134.00'	141.48'
C3	67°46'29"	74.50'	88.13'
C4	28°28'21"	69.50'	34.54'
C5	33°46'48"	268.00'	158.01'
C6	10°50'19"	657.00'	124.28'
C7	82°30'24"	20.00'	28.80'
C8	22°50'01"	134.00'	53.40'
C9	37°39'32"	134.00'	88.07'

PREPARED BY:

Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90638
 PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

[Signature] 8/13/15
 BRIAN L. THIENES
 P.L.S. NO. 5750
 REG. EXP. DEC. 31, 2015

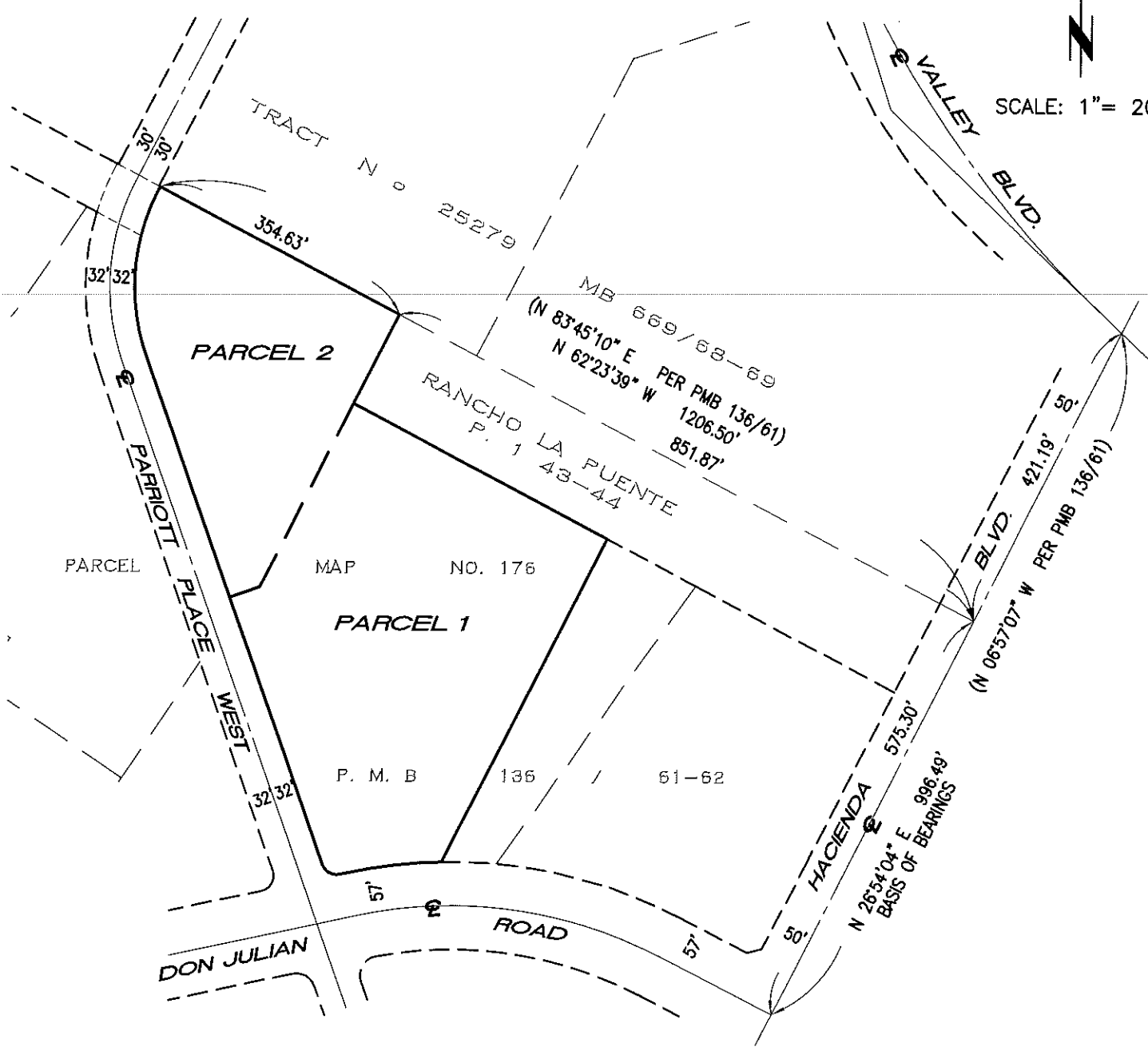


EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 78
BASIS OF BEARINGS



SCALE: 1" = 200'



PREPARED BY:

TEI Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

BASIS OF BEARINGS:

THE BEARINGS OF N 26°54'04" E ON THE CENTERLINE OF HACIENDA BOULEVARD IS EQUAL TO THE BEARING OF N 06°57'07" W AS SHOWN ON PARCEL MAP NO. 176 PER P.M.B. 136/61-62 AND IS USED AS BASIS OF BEARINGS SHOWN ON THIS EXHIBIT.

CITY COUNCIL

ITEM NO. 7.5



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering *gm*

Date: September 17, 2015

SUBJECT: Minor Lot Line Adjustment No. 79 (MP 12-03 #3)

On July 23, 2015 the Successor Agency to the Industry Urban-Development Agency approved the Minor Lot Line Adjustment No. 79 Application and submitted it to the City shortly thereafter. They are requesting to move a lot line on behalf of the future buyer so that they can have four lots that meet the City's development standards. The property is located at the southeast corner of Azusa Avenue and Chestnut Street and is currently owned by the Successor Agency but is in the process of being sold to CT Realty Investors.

We have reviewed their description and sketches and believe they are ready to be approved. It is hereby recommended that the City Council approve and execute the Minor Lot Line Adjustment No. 79.

Please return the executed and notarized documents to CNC Engineering for further processing and recordation.

PP/JN:cl



City of Industry Minor Lot Line Adjustment Application

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

Please type or print clearly

Applicant Name: CT Realty Investors

Project Location: SEC of Azusa Avenue and Chestnut Street 91744
Street *Zip*

Project Contact Person: Sarah Bova Phone Number: 714.521.4811 Email Address: sarah@thieneseng.com

Address: 14349 Firestone Blvd. La Mirada 90638
Street *City* *Zip*

Legal description of property proposed for land division: SEE ATTACHED

Engineer or Land Surveyor:

Name: Thienes Engineering, Inc. Phone Number: 714.521.4811

Address: 14349 Firestone Blvd. La Mirada 90638
Street *City* *Zip*

Property Owner:

Name: The Successor Agency to the Industry Urban-Development Agency Phone Number: 949.330.5773
c/o CT Realty Investors

Address: 65 Enterprise Street, Suite 150 Aliso Viejo 92656
Street *City* *Zip*

Number of Lots Involved: 4 Total Acreage: 22.875

I/We are the owner(s) of record of the above described parcels and herby request division of said land (Attach notary acknowledgement)

Owner Signature: *[Signature]* Date: 8-5-15

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Office Use Only

Minor Lot Line No.:

Submittal Date:

LEGAL DESCRIPTION – LLA 1

PARCEL F: APNS: 8264-025-904 AND 917

PARCEL 2 OF PARCEL MAP NO. 113 IN CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THAT PORTION OF SAID LAND LYING WITHIN SAID LOT 8 OF ROWLAND ADDITION NO. 2 WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, AS RESERVED BY THE COUNTY OF LOS ANGELES IN DEED RECORDED NOVEMBER 01, 1972 AS INSTRUMENT NO. 3180.

TOGETHER WITH THAT PORTION OF VIRGIL WATERS WAY ADJACENT TO PARCEL 2 ABOVE, AS VACATED AND MORE PARTICULARLY DESCRIBED IN THAT "RESOLUTION NO. PC-360" RECORDED NOVEMBER 24, 2007 AS INSTRUMENT NO. 20072545425 OF OFFICIAL RECORDS.

PARCEL A: APN: 8264-025-918

PARCEL 3, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 113, FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THAT PORTION OF SAID LAND LYING WITHIN SAID LOT 8 OF ROWLAND ADDITION NO. 2, WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, AS RESERVED BY THE COUNTY OF LOS ANGELES IN DEED RECORDED NOVEMBER 01, 1972 AS INSTRUMENT NO. 3180.

TOGETHER WITH THAT PORTION OF VIRGIL WATERS WAY ADJACENT TO PARCEL 3 ABOVE, AS VACATED AND MORE PARTICULARLY DESCRIBED IN THAT "RESOLUTION NO. PC-360" RECORDED NOVEMBER 24, 2007 AS INSTRUMENT NO. 20072545425 OF OFFICIAL RECORDS.

PARCEL B: APN: 8264-024-909

THAT PORTION OF LOT 7 OF ROWLAND ADDITION NO. 2, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHEAST LINE OF RAILROAD STREET AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON JANUARY 20, 1965 IN BOOK D-2770, PAGE 816 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF INDUSTRY, AS INSTRUMENT NO. 256, OCTOBER 29, 1969 IN CHAIN.

EXCEPT THEREFROM THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF SAID ROWLAND ADDITION NO. 2;
THENCE ALONG THE WESTERLY LINE OF SAID LOT 9, NORTH 6° 36' 14" EAST 828.67 FEET;
THENCE NORTH 83° 36' 00" WEST 433.93 FEET TO THE EASTERLY LINE OF THE WESTERLY

15.00 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 7; THENCE ALONG SAID EASTERLY LINE SOUTH 6° 20' 47" WEST 526.25 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD STREET. A 60 FOOT PUBLIC ROAD AS DESCRIBED IN DEED TO THE CITY OF INDUSTRY, RECORDED JANUARY 20, 1965 AS INSTRUMENT NO. 1624 IN BOOK D-2770, PAGE 816 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID RAILROAD STREET AS FOLLOWS:

SOUTH 43° 16' 23" EAST 332.16 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 202.31 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 9; THENCE ALONG SAID PROLONGATION NORTH 6° 36' 14" EAST 6.74 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ONE-HALF OF ALL GAS AND HYDROCARBONS THEREUNDER AS RESERVED BY CLINTON F. SECCOMBE, ET. AL., IN DEED RECORDED JANUARY 08, 1954 IN BOOK 43546, PAGE 159, OFFICIAL RECORDS.

RECORDED AT THE REQUEST OF AND
MAIL TO:

City of Industry
P.O. B ox 3366
City of Industry, CA 91744
Attention: Joshua Nelson

MP 12-03 #3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MINOR LOT LINE ADJUSTMENT NO. 79

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Industry, County of Los Angeles, State of California per legal description as shown on Exhibit 'A' and as shown on map Exhibit "B" attached thereto.

And for the purpose of adjusting the boundaries of four existing parcels to match the proposed site plan.

JOB ADDRESS: southeast corner of Azusa Avenue and Chestnut Street

APN: 8264-024-909; 8264-025-904, 908, 917 & 918

Dated this 24th day of September, 2015.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Mark D. Radecki - Chairman (Signature) _____ (Signature)

The minor lot line adjustment described herein is consistent with all relevant planning policies and zoning regulations. The minor lot line adjustment does not change the density or intensity of use. As allowed by and in conforming with the Subdivision Map Act (Section 66412d) and the City of Industry Municipal Code (Title 16, Chapters 16.04 through 16.64 respectively) the minor lot line adjustment described herein is approved.

CITY OF INDUSTRY

Mark D. Radecki – Mayor

Date

Cecelia Dunlap – Deputy City Clerk

Date

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 1:

THAT PORTION OF LOT 7 OF ROWLAND ADDITION NO. 2, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING ALSO A PORTION OF THE LAND DESCRIBED IN PARCEL 2 OF GRANT DEED RECORDED NOVEMBER 20, 2002 AS INSTRUMENT NO. 02-2806851, OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, NORTH 85° 45' 01" WEST, 313.38 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF LOT 4 OF SAID ROWLAND ADDITION NO. 2 AS SHOWN ON SAID PARCEL MAP NO. 113;

THENCE ALONG SAID EASTERLY LINE OF LOT 4, SOUTH 06° 24' 42" WEST, 142.52 FEET TO THE WESTERLY PROLONGATION OF THAT CERTAIN SOUTHERLY COURSE DESCRIBED IN SAID PARCEL 2 AS HAVING A BEARING AND DISTANCE OF "NORTH 83° 36' 00" WEST, 433.93 FEET";

THENCE ALONG SAID WESTERLY PROLONGATION AND LAST SAID SOUTHERLY LINE, SOUTH 86° 47' 32" EAST, 32.00 FEET TO POINT ON A LINE PARALLEL WITH AND DISTANT 32.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE OF LOT 4, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, NORTH 06° 24' 42" EAST, 113.94 FEET;

THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE, SOUTH 83° 35' 18" EAST, 20.00 FEET;

THENCE NORTH 09° 42' 14" WEST, 52.00 FEET;

THENCE NORTH 06° 35' 43" EAST, 427.52 FEET;

THENCE SOUTH 83° 24' 17" EAST, 412.99 FEET TO THE EASTERLY LINE OF SAID LOT 7;

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 1 (CONTINUED):


THENCE ALONG SAID EASTERLY LINE OF LOT 7, SOUTH 06° 35' 48" WEST, 588.61 FEET TO THE EASTERLY TERMINUS OF SAID CERTAIN SOUTHERLY COURSE DESCRIBED IN PARCEL 2;

THENCE ALONG SAID LAST SOUTHERLY COURSE, NORTH 83° 47' 32" WEST, 418.02 FEET TO THE **TRUE POINT OF BEGINNING.**

LOT 1 GROSS AREA: 243,891 SQUARE FEET OR 5.599 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION


BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

9/1/15
DATE



O:\3364\LLA\LLA1\3364-LLA1
Last Update: 09/01/15

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 2:

THAT PORTION OF LOT 7 OF ROWLAND ADDITION NO. 2, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING ALSO A PORTION OF THE LAND DESCRIBED IN PARCEL 2 OF GRANT DEED RECORDED NOVEMBER 20, 2002 AS INSTRUMENT NO. 02-2806851, OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, NORTH 85° 45' 01" WEST, 313.38 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF LOT 4 OF SAID ROWLAND ADDITION NO. 2 AS SHOWN ON SAID PARCEL MAP NO. 113;

THENCE ALONG SAID EASTERLY LINE OF LOT 4, SOUTH 06° 24' 42" WEST, 142.52 FEET TO THE WESTERLY PROLONGATION OF THAT CERTAIN SOUTHERLY COURSE DESCRIBED IN SAID PARCEL 2 AS HAVING A BEARING AND DISTANCE OF "NORTH 83° 36' 00" WEST, 433.93 FEET";

THENCE ALONG SAID WESTERLY PROLONGATION AND LAST SAID SOUTHERLY LINE, SOUTH 86° 47' 32" EAST, 32.00 FEET TO POINT ON A LINE PARALLEL WITH AND DISTANT 32.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE OF LOT 4;

THENCE ALONG SAID PARALLEL LINE, NORTH 06° 24' 42" EAST, 113.94 FEET;

THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE, SOUTH 83° 35' 18" EAST, 20.00 FEET;

THENCE NORTH 09° 42' 14" WEST, 52.00 FEET;

THENCE NORTH 06° 35' 43" EAST, 427.52 FEET TO THE TRUE POINT OF BEGINNING;

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 2 (CONTINUED):

THENCE SOUTH 83° 24' 17" EAST, 412.99 FEET TO THE EASTERLY LINE OF SAID LOT 7;

THENCE ALONG SAID EASTERLY LINE OF LOT 7, NORTH 06° 35' 48" EAST, 360.24 FEET;

THENCE NORTH 83° 24' 17" WEST, 360.70 FEET; THENCE NORTH 85° 28' 15" WEST, 52.00 FEET;

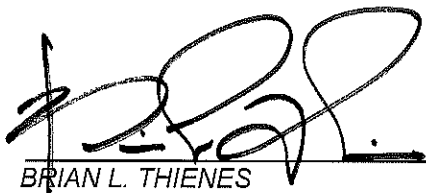
THENCE SOUTH 06° 57' 53" WEST, 52.00 FEET TO THE NORTHERLY PROLONGATION OF THAT CERTAIN COURSE HEREINBEFORE MENTIONED AS HAVING A BEARING AND DISTANCE OF "NORTH 06° 35' 43" EAST, 427.52 FEET"

THENCE ALONG SAID NORTHERLY PROLONGATION, SOUTH 06° 35' 43" WEST, 306.37 FEET TO THE **TRUE POINT OF BEGINNING**.

LOT 2 GROSS AREA: 148,720 SQUARE FEET OR 3.414 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

9/1/15

DATE



O:\3364\LLA\LLA1\3364-LLA1
Last Update: 09/01/15

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 3:

THE LAND DESCRIBED IN PARCEL 4 OF GRANT DEED, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED NOVEMBER 20, 2002 AS INSTRUMENT NO. 02-2806851, OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LOT 7 OF ROWLAND ADDITION NO. 2, AS PER MAP RECORDED IN BOOK 4, PAGE 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, NORTH 85° 45' 01" WEST, 313.38 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF LOT 4 OF SAID ROWLAND ADDITION NO. 2 AS SHOWN ON SAID PARCEL MAP NO. 113;

THENCE ALONG SAID EASTERLY LINE OF LOT 4, SOUTH 06° 24' 42" WEST, 142.52 FEET TO THE WESTERLY PROLONGATION OF THAT CERTAIN SOUTHERLY COURSE DESCRIBED IN SAID PARCEL 2 AS HAVING A BEARING AND DISTANCE OF "NORTH 83° 36' 00" WEST, 433.93 FEET";

THENCE ALONG SAID WESTERLY PROLONGATION AND LAST SAID SOUTHERLY LINE, SOUTH 86° 47' 32" EAST, 32.00 FEET TO POINT ON A LINE PARALLEL WITH AND DISTANT 32.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE OF LOT 4;

THENCE ALONG SAID PARALLEL LINE, NORTH 06° 24' 42" EAST, 113.94 FEET;

THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE, SOUTH 83° 35' 18" EAST, 20.00 FEET;

THENCE NORTH 09° 42' 14" WEST, 52.00 FEET; THENCE NORTH 06° 35' 43" EAST, 427.52 FEET;

THENCE SOUTH 83° 24' 17" EAST, 412.99 FEET TO THE EASTERLY LINE OF SAID LOT 7;

THENCE ALONG SAID EASTERLY LINE OF LOT 7, NORTH 06° 35' 48" EAST, 360.24 FEET TO THE **TRUE POINT OF BEGINNING**;

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 3 (CONTINUED):

THENCE NORTH 83° 24' 17" WEST, 360.70 FEET; THENCE NORTH 85° 28' 15" WEST, 52.00 FEET;

THENCE NORTH 70° 16' 13" EAST, 20.00 FEET;

THENCE NORTH 19° 43' 47" WEST, 139.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 232.00 FEET;


THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11° 24' 44" AN ARC LENGTH OF 46.21 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 31° 08' 31" WEST, 99.44 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3, SAID POINT BEING THE **END POINT** OF THIS DESCRIPTION.

LOT 3 GROSS AREA: 125,756 SQUARE FEET OR 2.887 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

9/1/15

DATE



O:\3364\LLA\LLA1\3364-LLA1
Last Update: 09/01/15

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 4:

PARCEL 2 OF PARCEL MAP NO. 113, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF VIRGIL WATERS WAY, VACATED BY RESOLUTION NO. _____, AS PER DOCUMENT RECORDED _____, 2015 AS INSTRUMENT NO. 2015-_____, OF OFFICIAL RECORDS OF SAID COUNTY AND TOGETHER WITH THOSE PORTIONS OF THE LAND DESCRIBED IN PARCEL 2 OF GRANT DEED RECORDED NOVEMBER 20, 2002 AS INSTRUMENT NO. 02-2806851, OF OFFICIAL RECORDS OF SAID COUNTY AND THAT PORTION OF PARCEL 3 OF SAID PARCEL MAP NO. 113,

LYING WESTERLY AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 3, NORTH 85° 45' 01" WEST, 313.38 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF LOT 4 OF SAID ROWLAND ADDITION NO. 2 AS SHOWN ON SAID PARCEL MAP NO. 113;

THENCE ALONG SAID EASTERLY LINE OF LOT 4, SOUTH 06° 24' 42" WEST, 142.52 FEET TO THE WESTERLY PROLONGATION OF THAT CERTAIN SOUTHERLY COURSE DESCRIBED IN SAID PARCEL 2 AS HAVING A BEARING AND DISTANCE OF "NORTH 83° 36' 00" WEST, 433.93 FEET";

THENCE ALONG SAID WESTERLY PROLONGATION AND LAST SAID SOUTHERLY LINE, SOUTH 86° 47' 32" EAST, 32.00 FEET TO POINT ON A LINE PARALLEL WITH AND DISTANT 32.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID EASTERLY LINE OF LOT 4, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, NORTH 06° 24' 42" EAST, 113.94 FEET;

THENCE AT RIGHT ANGLES TO SAID PARALLEL LINE, SOUTH 83° 35' 18" EAST, 20.00 FEET;

THENCE NORTH 09° 42' 14" WEST, 52.00 FEET; THENCE NORTH 06° 35' 43" EAST, 733.89 FEET;

THENCE NORTH 06° 57' 53" EAST, 52.00 FEET; THENCE NORTH 70° 16' 13" EAST, 20.00 FEET;

THENCE NORTH 19° 43' 47" WEST, 139.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 232.00 FEET;

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 79
PROPOSED LEGAL DESCRIPTION

LOT 4 (CONTINUED):

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11° 24' 44"
AN ARC LENGTH OF 46.21 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 31° 08' 31" WEST, 99.44 FEET TO A POINT ON THE
NORTHWESTERLY LINE OF SAID PARCEL 3, SAID POINT BEING THE **END POINT** OF THIS
DESCRIPTION.

LOT 4 GROSS AREA: 478,091 SQUARE FEET OR 10.975 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND
RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

9/1/15
DATE



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Last Update: 09/01/15

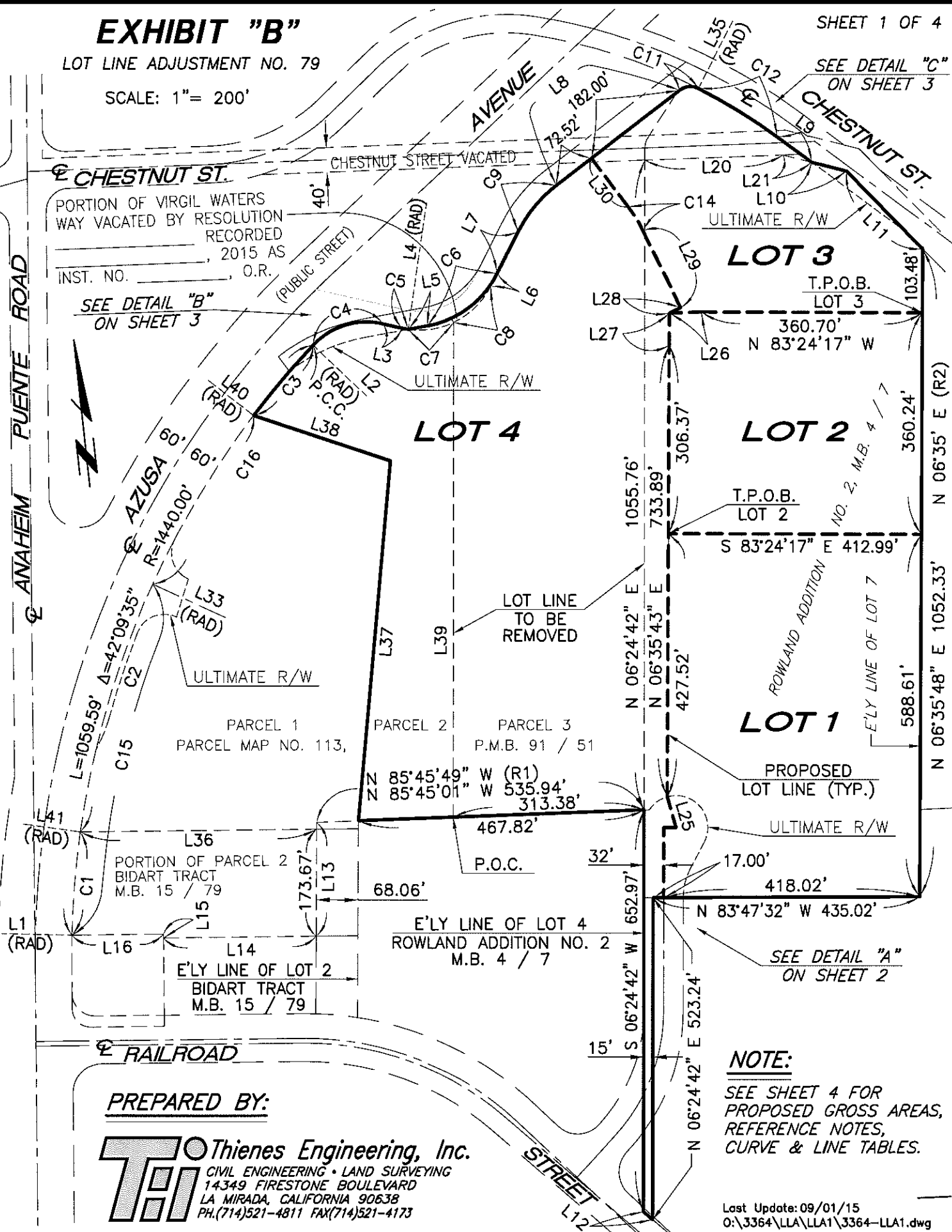
EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 79

SCALE: 1" = 200'

SHEET 1 OF 4

SEE DETAIL "C"
ON SHEET 3



SEE DETAIL "B"
ON SHEET 3

LOT 3

LOT 4

LOT 2

LOT 1

PREPARED BY:

Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90638
 PH.(714)521-4811 FAX(714)521-4173

NOTE:
 SEE SHEET 4 FOR
 PROPOSED GROSS AREAS,
 REFERENCE NOTES,
 CURVE & LINE TABLES.

EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 79

LOT 4

LOT 1

LOT LINES TO BE REMOVED

PARCEL 3
PARCEL MAP NO. 113
P.M.B. 91 / 51

SW CORNER OF PARCEL 3 SE CORNER OF PARCEL 3

N 85°45'49" W (R1)
N 85°45'01" W 313.38'

P.O.C.

DETAIL "A"
SCALE: 1" = 50'

SCALE: 1" = 50'

PROPOSED
LOT LINE (TYP.)

WEST LINE
OF LOT 7

LAND DESCRIBED IN PARCEL 2 OF
GRANT DEED, RECORDED 11/20/2002
AS INST. NO. 02-2806851, O.R.

PORTION OF LOT 7
ROWLAND ADDITION NO. 2
M.B. 4 / 7

ULTIMATE R/W

T.P.O.B.
LOT 1 & LOT 4

E'LY LINE OF LOT 4 OF
ROWLAND ADDITION NO. 2
M.B. 4 / 7
AS SHOWN ON
PARCEL MAP NO. 113
P.M.B. 91 / 51

N 83°47'32" W 435.02'
(N 83°36'00" W 433.93'
RECORD PER PARCEL 2
OF INST. NO. 02-2806851, O.R.)

NOTE:

SEE SHEET 4 FOR
PROPOSED GROSS AREAS,
REFERENCE NOTES,
CURVE & LINE TABLES.

Last Update: 09/01/15
O:\3364\LLA\LLA1\3364-LLA1.dwg

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14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

PORTION OF LOT 7
ROWLAND ADDITION NO. 2
M.B. 4 / 7

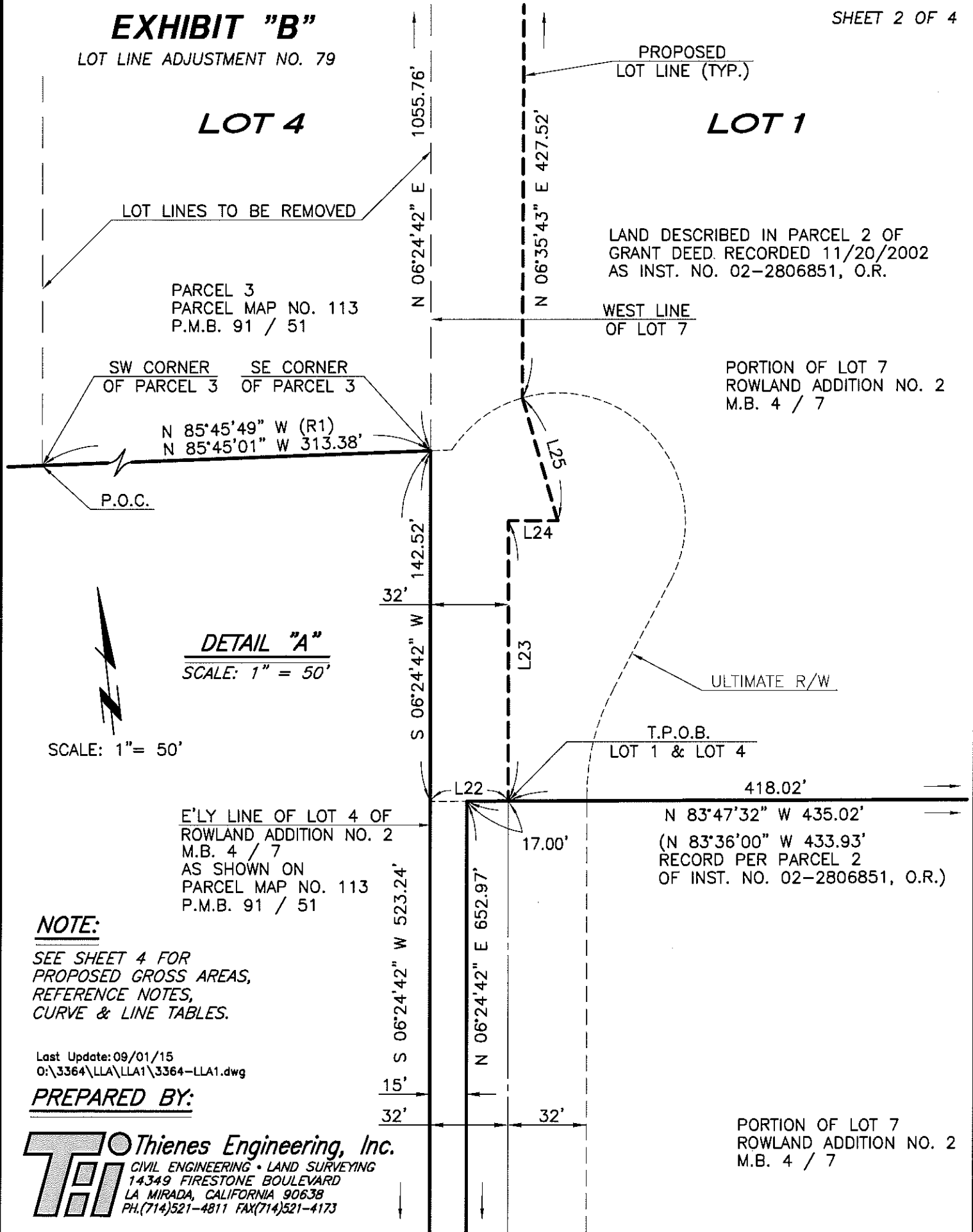
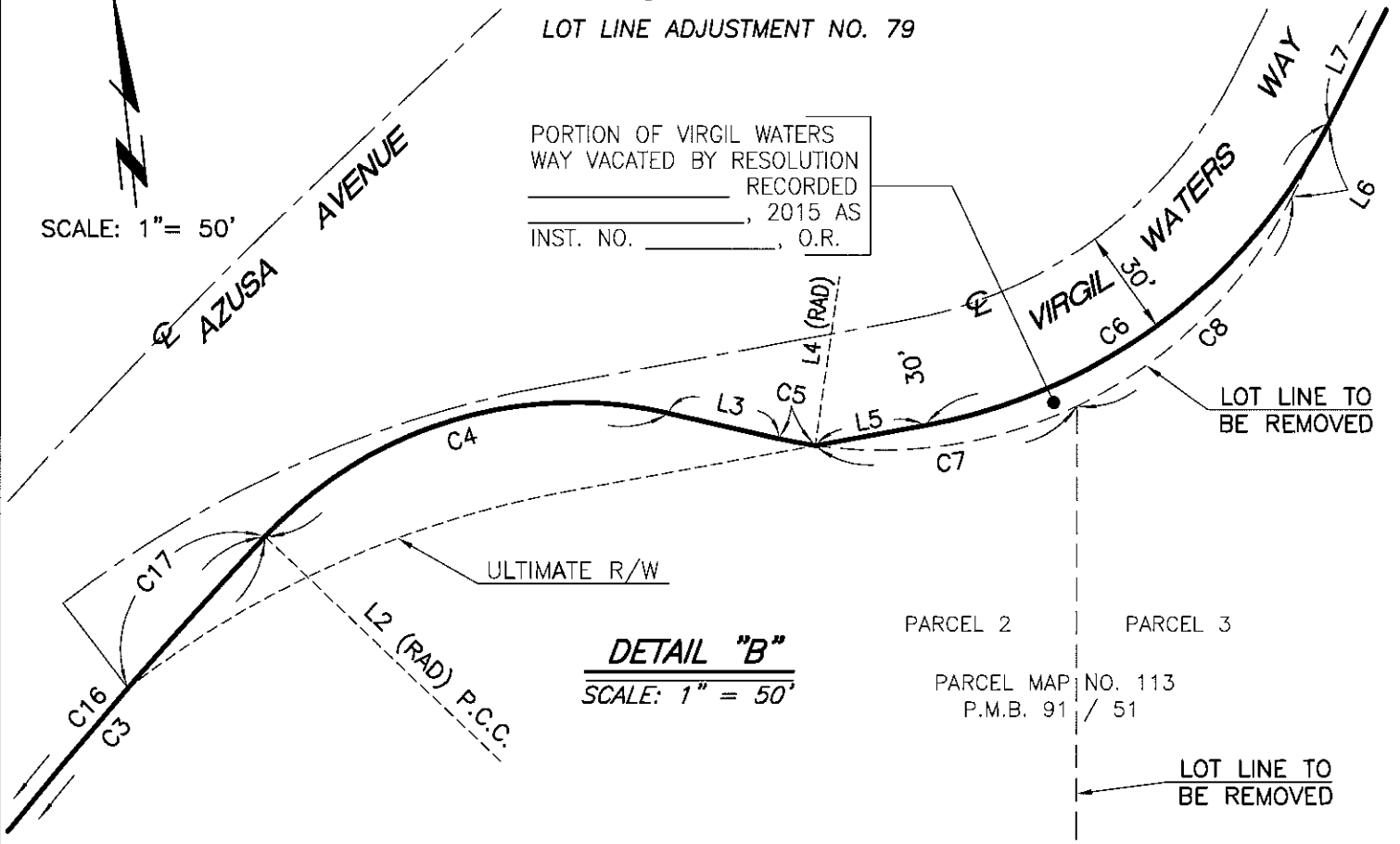


EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 79

SCALE: 1" = 50'

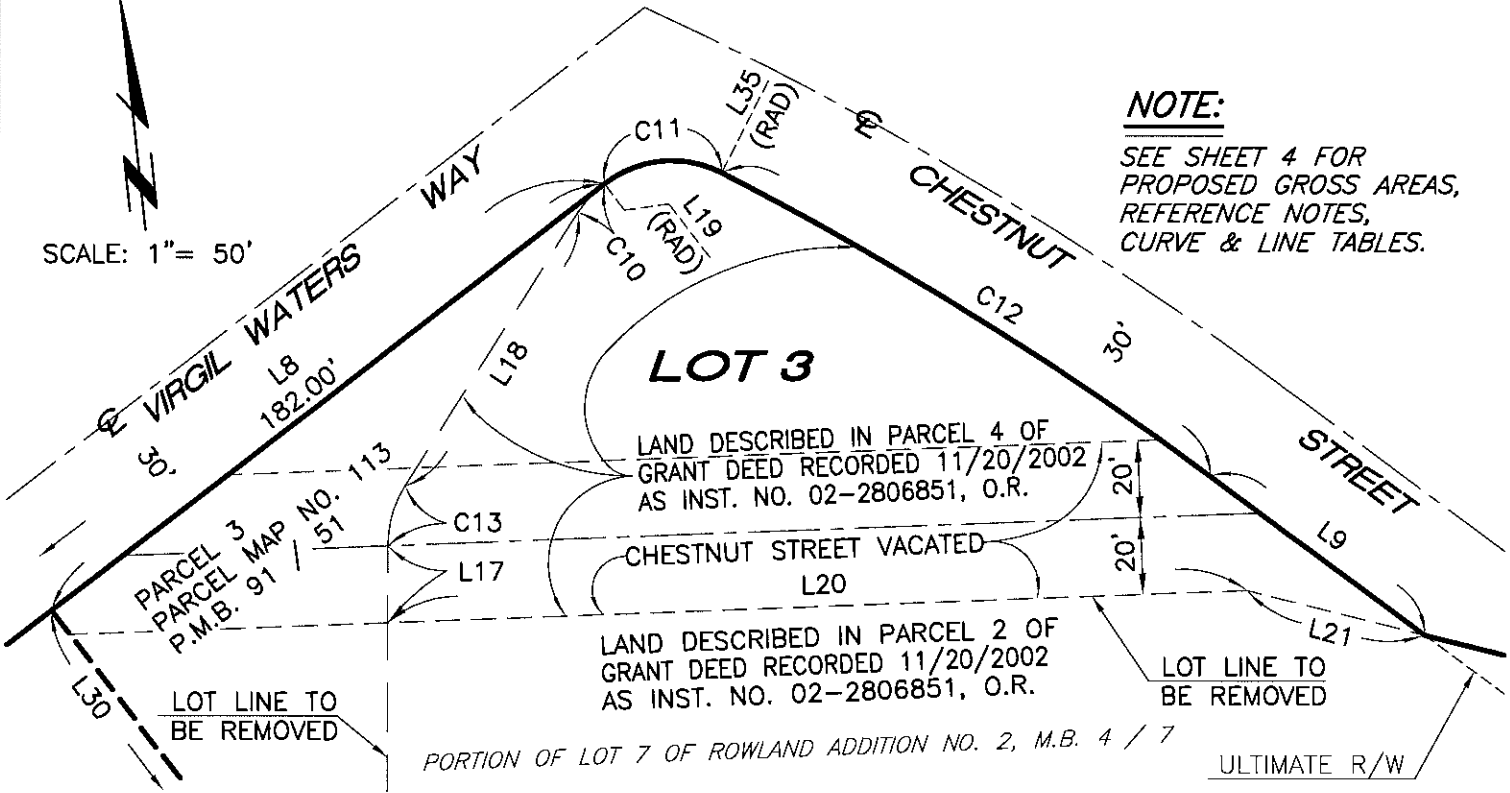
PORTION OF VIRGIL WATERS WAY VACATED BY RESOLUTION RECORDED _____, 2015 AS INST. NO. _____, O.R.



DETAIL "B"
SCALE: 1" = 50'

NOTE:
SEE SHEET 4 FOR PROPOSED GROSS AREAS, REFERENCE NOTES, CURVE & LINE TABLES.

SCALE: 1" = 50'



DETAIL "C"
SCALE: 1" = 50'

NOTE:

THE FOLLOWING TABLES
PER LLA NO. 79 & 80.

EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 79

LINE TABLE		
LINE #	LENGTH	BEARING
L1	1440.00'	N 82°22'39" W
L2	120.00'	N 40°13'04" W
L3	31.94'	N 70°45'33" W
L4	130.00'	S 14°30'35" W
L5	31.41'	N 86°01'44" E
L6	23.30'	N 33°14'27" E
L7	76.14'	N 33°14'42" E
L8	254.52'	N 58°51'29" E
L9	69.90'	S 47°15'29" E
L10	58.89'	S 69°34'01" E
L11	177.93'	N 38°04'01" W
L12	19.68'	N 43°14'41" W
L13	184.59'	S 06°35'51" W
L14	249.77'	N 84°14'41" W
L15	6.29'	N 05°45'48" E
L16	149.25'	N 84°14'41" W
L17	20.02'	N 06°24'42" E
L18	84.27'	N 38°48'33" E
L19	29.00'	N 31°08'31" W
L20	225.20'	N 85°45'01" W
L21	47.96'	S 69°34'01" E
L22	32.00'	S 86°47'32" E
L23	113.94'	N 06°24'42" E

LINE TABLE		
LINE #	LENGTH	BEARING
L24	20.00'	S 83°35'18" E
L25	52.00'	N 09°42'14" W
L26	52.00'	N 85°28'15" W
L27	52.00'	S 06°57'53" W
L28	20.00'	N 70°16'13" E
L29	139.00'	N 19°43'47" W
L30	99.44'	N 31°08'31" W
L31	92.40'	S 54°17'40" W
L32	20.00'	S 31°02'41" W
L33	130.76'	N 58°57'19" W
L34	7.99'	N 18°44'51" W
L35	910.52'	N 33°16'15" E
L36	386.30'	N 84°14'41" W
L37	587.42'	N 11°28'49" E
L38	235.68'	N 65°22'30" W
L39	803.76'	N 06°24'42" E
L40	1440.00'	N 46°11'10" W
L41	1440.00'	N 75°41'13" W

CURVE TABLE			
#	DELTA	RADIUS	LENGTH
C1	6°41'26"	1440.00'	168.15'
C2	29°30'03"	1440.00'	741.44'
C3	5°58'06"	1440.00'	150.00'
C4	59°27'31"	120.00'	124.53'
C5	4°43'52"	130.00'	10.73'
C6	52°47'16"	160.00'	147.41'
C7	33°15'18"	130.00'	75.46'
C8	38°00'50"	130.00'	86.25'
C9	25°37'02"	220.00'	98.36'
C10	20°02'57"	29.00'	10.15'
C11	64°24'47"	29.00'	32.60'
C12	9°28'16"	910.52'	150.51'
C13	32°23'51"	29.00'	16.40'
C14	11°24'44"	232.00'	46.21'
C15	23°25'19"	1440.00'	588.66'
C16	18°44'16"	1440.00'	470.93'
C17	02°17'00"	1440.00'	57.39'

PROPOSED GROSS AREAS:

PROPOSED LOT 1 (GROSS AREA): 243,891 S.F./ 5.599 ACRES
 PROPOSED LOT 2 (GROSS AREA): 148,720 S.F./ 3.414 ACRES
 PROPOSED LOT 3 (GROSS AREA): 125,756 S.F./ 2.887 ACRES
 PROPOSED LOT 4 (GROSS AREA): 478,091 S.F./10.975 ACRES

TOTAL GROSS AREA: 996,458 S.F./22.875 ACRES

REFERENCE NOTES:

(R1) PARCEL MAP NO. 113, P.M.B. 91 / 51.
 (R2) ROWLAND ADDITION NO. 2, M.B. 4 / 7.

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:

[Signature] 9/1/15
 BRIAN L. THIENES
 P.L.S. NO. 5750
 REG. EXP. DEC. 31, 2015



Last Update: 09/01/15
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PREPARED BY:

Thienes Engineering, Inc.
 CIVIL ENGINEERING • LAND SURVEYING
 14349 FIRESTONE BOULEVARD
 LA MIRADA, CALIFORNIA 90638
 PH.(714)521-4811 FAX(714)521-4173

CITY COUNCIL

ITEM NO. 7.6



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Paul J. Philips, City Manager

Staff: Clement N. Calvillo, CNC Engineering
Joshua Nelson, CNC Engineering *JN*

Date: September 17, 2015

SUBJECT: Minor Lot Line Adjustment No. 80 (MP 12-03 #3)

On July 23, 2015 the Successor Agency to the Industry Urban-Development Agency approved the Minor Lot Line Adjustment No. 80 Application and submitted it to the City shortly thereafter. They are requesting to move a lot line on behalf of the future buyer so that they can have two lots that meet the City's development standards. The property is located at the southeast corner of Azusa Avenue and Chestnut Street and is currently owned by the Successor Agency but is in the process of being sold to CT Realty Investors.

We have reviewed their description and sketches and believe they are ready to be approved. It is hereby recommended that the City Council approve and execute the Minor Lot Line Adjustment No. 80.

Please return the executed and notarized documents to CNC Engineering for further processing and recordation.

PP/JN:cl



City of Industry Minor Lot Line Adjustment Application

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

Please type or print clearly

Applicant Name: CT Realty Investors

Project Location: SEC of Azusa Avenue and Chestnut Street 91744
Street *Zip*

Project Contact Person: Sarah Bova Phone Number: 714.521.4811 Email Address: sarah@thieneseng.com

Address: 14349 Firestone Blvd. La Mirada 90638
Street *City* *Zip*

Legal description of property proposed for land division: SEE ATTACHED

Engineer or Land Surveyor:

Name: Thienes Engineering, Inc. Phone Number: 714.521.4811

Address: 14349 Firestone Blvd. La Mirada 90638
Street *City* *Zip*

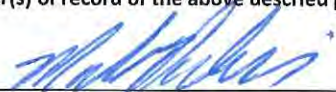
Property Owner:

Name: The Successor Agency to the Industry Urban-Development Agency Phone Number: 949.330.5773
c/o CT Realty Investors

Address: 65 Enterprise Street, Suite 150 Aliso Viejo 92656
Street *City* *Zip*

Number of Lots Involved: 4 Total Acreage: 17.439

I/We are the owner(s) of record of the above described parcels and herby request division of said land (Attach notary acknowledgement)

Owner Signature:  Date: 8-5-15

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Office Use Only

Minor Lot Line No.:

Submittal Date:

LEGAL DESCRIPTION – LLA 2

PARCEL F: APNS: 8264-025-904 AND 917

PARCEL 2 OF PARCEL MAP NO. 113 IN CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THAT PORTION OF SAID LAND LYING WITHIN SAID LOT 8 OF ROWLAND ADDITION NO. 2 WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, AS RESERVED BY THE COUNTY OF LOS ANGELES IN DEED RECORDED NOVEMBER 01, 1972 AS INSTRUMENT NO. 3180.

TOGETHER WITH THAT PORTION OF VIRGIL WATERS WAY ADJACENT TO PARCEL 2 ABOVE, AS VACATED AND MORE PARTICULARLY DESCRIBED IN THAT "RESOLUTION NO. PC-360" RECORDED NOVEMBER 24, 2007 AS INSTUMENT NO. 20072545425 OF OFFICIAL RECORDS.

PARCEL A: APN: 8264-025-918

PARCEL 3, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 113, FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THAT PORTION OF SAID LAND LYING WITHIN SAID LOT 8 OF ROWLAND ADDITION NO. 2, WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, AS RESERVED BY THE COUNTY OF LOS ANGELES IN DEED RECORDED NOVEMBER 01, 1972 AS INSTRUMENT NO. 3180.

TOGETHER WITH THAT PORTION OF VIRGIL WATERS WAY ADJACENT TO PARCEL 3 ABOVE, AS VACATED AND MORE PARTICULARLY DESCRIBED IN THAT "RESOLUTION NO. PC-360" RECORDED NOVEMBER 24, 2007 AS INSTUMENT NO. 20072545425 OF OFFICIAL RECORDS.

PARCEL B: APN: 8264-024-909

THAT PORTION OF LOT 7 OF ROWLAND ADDITION NO. 2, IN THE CITY OF INDUSTRY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHEAST LINE OF RAILROAD STREET AS DESCRIBED IN THAT CERTAIN DEED RECORDED ON JANUARY 20, 1965 IN BOOK D-2770, PAGE 816 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF INDUSTRY, AS INSTRUMENT NO. 256, OCTOBER 29, 1969 IN CHAIN.

EXCEPT THEREFROM THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 9 OF SAID ROWLAND ADDITION NO. 2;
THENCE ALONG THE WESTERLY LINE OF SAID LOT 9, NORTH 6° 36' 14" EAST 828.67 FEET;
THENCE NORTH 83° 36' 00" WEST 433.93 FEET TO THE EASTERLY LINE OF THE WESTERLY

15.00 FEET, MEASURED AT RIGHT ANGLES, OF SAID LOT 7; THENCE ALONG SAID EASTERLY LINE SOUTH 6° 20' 47" WEST 526.25 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RAILROAD STREET. A 60 FOOT PUBLIC ROAD AS DESCRIBED IN DEED TO THE CITY OF INDUSTRY, RECORDED JANUARY 20, 1965 AS INSTRUMENT NO. 1624 IN BOOK D-2770, PAGE 816 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID RAILROAD STREET AS FOLLOWS:

SOUTH 43° 16' 23" EAST 332.16 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 202.31 FEET TO THE INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 9; THENCE ALONG SAID PROLONGATION NORTH 6° 36' 14" EAST 6.74 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ONE-HALF OF ALL GAS AND HYDROCARBONS THEREUNDER AS RESERVED BY CLINTON F. SECCOMBE, ET. AL., IN DEED RECORDED JANUARY 08, 1954 IN BOOK 43S46, PAGE 159, OFFICIAL RECORDS.

PARCEL C: APN: 8264-025-914

THAT PORTION OF LOT 2 OF THE BIDART TRACT, IN THE CITY OF INDUSTRY, AS PER MAP RECORDED IN BOOK 15, PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 2 DISTANT THEREIN SOUTH S° 45' 00" WEST 167.36 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 2, SOUTH 84° 15' 00" EAST, 35.75 FEET TO ITS INTERSECTION WITH THE EAST LINE OF PROPOSED ANAHEIM-PUENTE ROAD (120.00 FEET WIDE) SHOWN ON MAP FILED IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY AS MAP NO. B-2628, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING, SAID INTERSECTION ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1440.00 FEET. A RADIAL LINE THROUGH SAID INTERSECTION BEARING SOUTH 82° 23' 46" EAST; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 84° 15' 00" EAST 149.25 FEET; THENCE AT RIGHT ANGLE SOUTH 5° 45' 00" WEST 6.29 FEET TO THE NORTH LINE OF THAT CERTAIN LAND DESCRIBED PER DEED, RECORDED NOVEMBER 08, 1963 IN BOOK D-2249, PAGE 453, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE SOUTH 84° 15' 00" EAST 249.68 FEET TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT WESTERLY 68.06 FEET, AS MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 2; THENCE SOUTH 6° 35' 00" WEST ALONG SAID PARALLEL LINE, 144.20 FEET TO A POINT ON THE NORTH LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF INDUSTRY, RECORDED APRIL 30, 1964 AS INSTRUMENT NO. 1517 IN BOOK D-2453, PAGE 676, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET, A RADIAL THROUGH SAID POINT BEARING SOUTH 8° 09' 13" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 68.40 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID LOT 2, A RADIAL THROUGH SAID INTERSECTION BEARING NORTH 15° 32' 51" EAST; THENCE NORTH 6° 35' 00" EAST ALONG SAID EAST LINE 325.13 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 84° 15' 00" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 454.28 FEET TO ITS INTERSECTION WITH THE PROPOSED EAST LINE OF

AFOREMENTIONED ANAHEIM PUENTE ROAD (120 FEET WIDE) SAID INTERSECTION BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1440.00 FEET, A RADIAL THROUGH SAID INTERSECTION BEARING NORTH 75° 42' 21" WEST, THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE 168.14 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT LAND GRANTED TO CITY OF INDUSTRY RECORDED AUGUST 10, 2006 AS INSTRUMENT NO. 06-1781879 AND IN DEED RECORDED NOVEMBER 27, 2006 AS INSTRUMENT NO. 06-2607498 OF OFFICIAL RECORDS.

ALSO EXCEPT THE FOLLOWING LAND:

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UTILITY TRAILER MANUFACTURING COMPANY, RECORDED SEPTEMBER 27, 1978, AS INSTRUMENT NO. 78-1073603 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE PARALLEL OF SAID PARCEL, SOUTH 6° 33' 44" WEST, 186.71 FEET TO A LINE PARALLEL WITH AND DISTANT 173.65 FEET AS MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF BIDART TRACT; THENCE ALONG SAID PARALLEL LINE, NORTH 84°15' 00" WEST, 68 FEET THENCE NORTH 6° 35' 00" EAST, 184.89 FEET TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID UTILITY TRAILER MANUFACTURING COMPANY PARCEL; THENCE ALONG SAID WESTERLY PROLONGATION, SOUTH 85°45' 49" 68.59 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED, IN, UNDER OR UPON THE NORTHERLY 173.65 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2, BUT WITHOUT THE RIGHT TO LOCATE DRILLING RIG OR RIGS WITHIN 100 FEET OF ANY IMPROVEMENT THEREON AT THE TIME OF DRILLING, AS RESERVED IN THE DEED FROM BESSIE ISRAEL, A WIDOW AND EDITH E. SECCOMBE, A MARRIED WOMAN, EACH AS TO AN UNDIVIDED ONE-HALF INTEREST RECORDED FEBRUARY 09, 1955 IN BOOK 46858, PAGE 390, OFFICIAL RECORDS.

PARCEL E: APNS: 8264-025-903 AND 915

PARCEL 1 OF PARCEL MAP NO. 113 IN CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 113, THE FOLLOWING DESCRIBED LAND;

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO UTILITY TRAILER MANUFACTURING COMPANY, RECORDED SEPTEMBER 27, 1978, AS INSTRUMENT NO. 78-1073603 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE PARALLEL OF SAID PARCEL, SOUTH 6° 33' 44" WEST, 186.71 FEET TO A LINE PARALLEL WITH AND DISTANT 173.65 FEET AS MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF BIDART TRACT; THENCE ALONG SAID PARALLEL LINE, NORTH 84°15' 00" WEST, 68 FEET THENCE NORTH 6° 35' 00" EAST, 184.89 FEET TO ITS INTERSECTION WITH THE WESTERLY PROLONGATIO OF THE NORTHERLY LINE OF SAID UTILITY TRAILER MANUFACTURING COMPANY PARCEL; THENCE ALONG SAID WESTERLY

PROLONGATION, SOUTH 85°45' 49"
68.59 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS OR OTHER MINERALS IN AND UNDER THAT PORTION OF SAID LAND LYING WITHIN SAID LOT 8 OF ROWLAND ADDITION NO. 2 WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF, AS RESERVED BY THE COUNTY OF LOS ANGELES IN DEED RECORDED NOVEMBER 01, 1972 AS INSTRUMENT NO. 3180.

RECORDED AT THE REQUEST OF AND
MAIL TO:

City of Industry
P.O. B ox 3366
City of Industry, CA 91744
Attention: Joshua Nelson

MP 12-03 #3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MINOR LOT LINE ADJUSTMENT NO. 80

The undersigned hereby certify that we are the owners of the hereinafter legally described real property located in the City of Industry, County of Los Angeles, State of California per legal description as shown on Exhibit 'A' and as shown on map Exhibit "B" attached thereto.

And for the purpose of adjusting the boundaries of four existing parcels to match the proposed site plan.

JOB ADDRESS: southeast corner of Azusa Avenue and Chestnut Street

APN: 8264-024-909; 8264-025-903, 904, 908, 914, 915, 917 & 918

Dated this 24th day of September, 2015.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Mark D. Radecki - Chairman (Signature) _____ (Signature)

The minor lot line adjustment described herein is consistent with all relevant planning policies and zoning regulations. The minor lot line adjustment does not change the density or intensity of use. As allowed by and in conforming with the Subdivision Map Act (Section 66412d) and the City of Industry Municipal Code (Title 16, Chapters 16.04 through 16.64 respectively) the minor lot line adjustment described herein is approved.

CITY OF INDUSTRY

Mark D. Radecki – Mayor

Date

Cecelia Dunlap – Deputy City Clerk

Date

EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 80

PROPOSED LEGAL DESCRIPTION

PARCEL "A":

THOSE PORTIONS OF LOT 4 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 79, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED _____, 2015 AS INSTRUMENT NO. 2015 _____, OF OFFICIAL RECORDS OF SAID COUNTY AND PARCEL 1 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THAT CERTAIN EASTERLY LINE OF SAID LOT 4 SHOWN AND DESCRIBED AS HAVING A BEARING AND DISTANCE OF "NORTH 06° 35' 43" EAST, 733.89 FEET" ON SAID LOT LINE ADJUSTMENT, DISTANT THEREON NORTH 06° 35' 43" EAST, 395.27 FEET, MEASURED ALONG SAID CERTAIN EASTERLY LINE FROM THE SOUTHERLY TERMINUS THEREOF;

THENCE NORTH 85° 45' 01" WEST, 648.05 FEET;

THENCE SOUTH 54° 17' 40" WEST, 92.40 FEET;


THENCE SOUTH 31° 02' 41" WEST, 20.00 FEET;

THENCE NORTH 58° 57' 19" WEST, 130.76 FEET TO A POINT ON THE NORTHWESTERLY CURVED LINE OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 113, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 57' 19" WEST, SAID POINT BEING THE **END POINT** OF THIS DESCRIPTION.

PARCEL "A" GROSS AREA: 337,739 SQUARE FEET OR 7.753 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION


BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

9/1/15
DATE



EXHIBIT "A"
LOT LINE ADJUSTMENT NO. 80

PROPOSED LEGAL DESCRIPTION

PARCEL "B":

THE LAND DESCRIBED IN PARCEL 3 OF GRANT DEED, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED NOVEMBER 20, 2002 AS INSTRUMENT NO. 02-2806851, OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LOT 4 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO.79, RECORDED _____, 2015 AS INSTRUMENT NO. 2015 _____, OF OFFICIAL RECORDS OF SAID COUNTY AND PARCEL 1 OF PARCEL MAP NO. 113, AS PER MAP FILED IN BOOK 91, PAGE 51 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, **LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:**

BEGINNING AT A POINT ON THAT CERTAIN EASTERLY LINE OF SAID LOT 4 SHOWN AND DESCRIBED AS HAVING A BEARING AND DISTANCE OF "NORTH 06° 35' 43" EAST, 733.89 FEET" ON SAID LOT LINE ADJUSTMENT, DISTANT THEREON NORTH 06° 35' 43" EAST, 395.27 FEET, MEASURED ALONG SAID CERTAIN EASTERLY LINE FROM THE SOUTHERLY TERMINUS THEREOF;

THENCE NORTH 85° 45' 01" WEST, 648.05 FEET;

THENCE SOUTH 54° 17' 40" WEST, 92.40 FEET;

THENCE SOUTH 31° 02' 41" WEST, 20.00 FEET;

THENCE NORTH 58° 57' 19" WEST, 130.76 FEET TO A POINT ON THE NORTHWESTERLY CURVED LINE OF SAID PARCEL 1 AS SHOWN ON SAID PARCEL MAP NO. 113, A RADIAL LINE TO SAID POINT BEARS NORTH 58° 57' 19" WEST, SAID POINT BEING THE **END POINT** OF THIS DESCRIPTION.


EXCEPTING THEREFROM THE LAND DESCRIBED IN GRANT DEED TO UTILITY TRAILER MANUFACTURING COMPANY, RECORDED NOVEMBER 27, 2006 AS INSTRUMENT NO. 06-2607498, OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THE LAND DESCRIBED IN GRANT DEED TO THE CITY OF INDUSTRY, RECORDED AUGUST 10, 2006 AS INSTRUMENT NO. 06-1781879, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "B" GROSS AREA: 451,900 SQUARE FEET OR 10.374 ACRES MORE OR LESS.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION



BRIAN L. THIENES
P.L.S. No. 5750
REG. EXP. 12/31/15

9/1/15

DATE

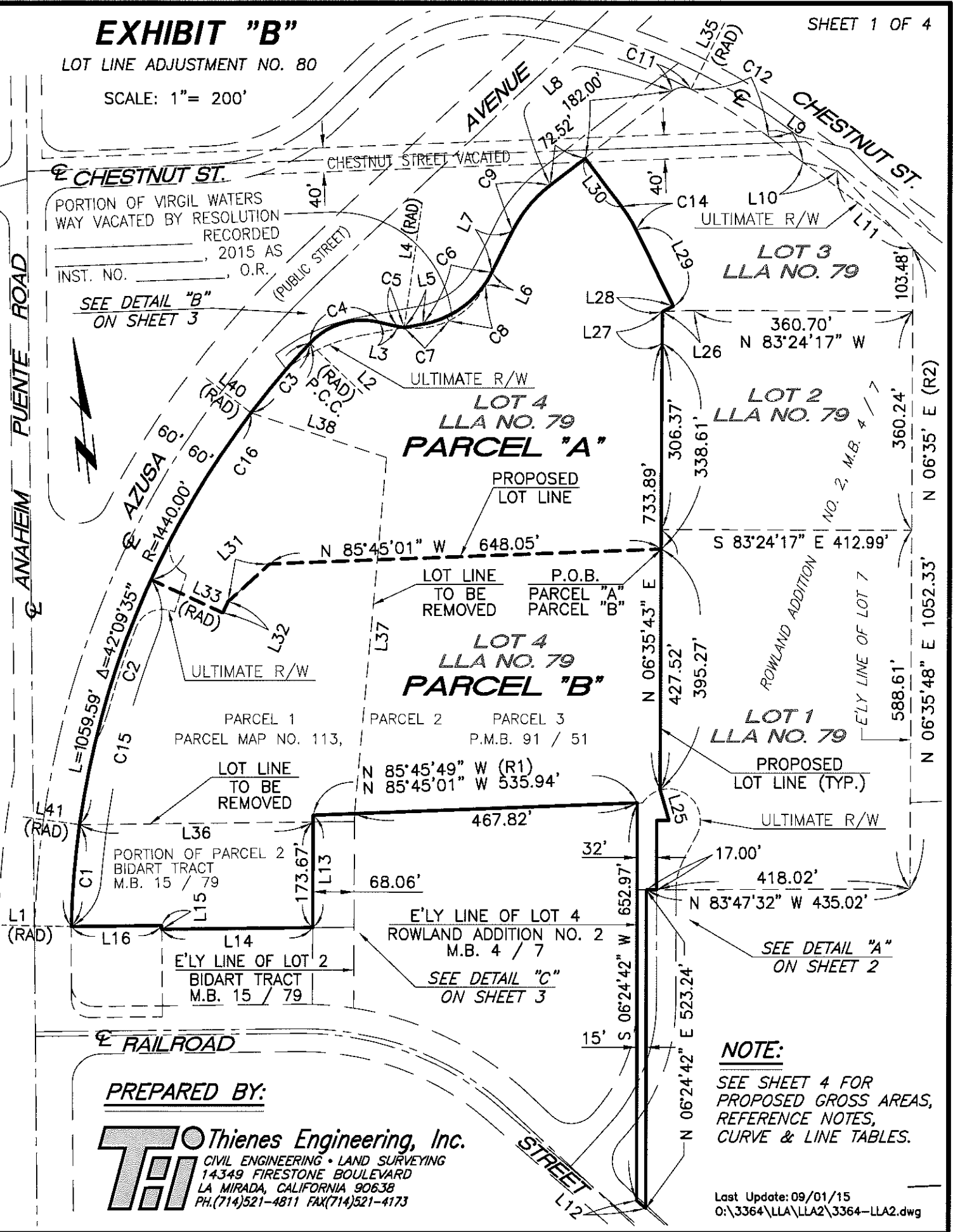


EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 80

SCALE: 1" = 200'

SHEET 1 OF 4



PORTION OF VIRGIL WATERS WAY VACATED BY RESOLUTION RECORDED INST. NO. _____, 2015 AS _____, O.R. _____

SEE DETAIL "B" ON SHEET 3

LOT 4 LLA NO. 79
PARCEL "A"

LOT 4 LLA NO. 79
PARCEL "B"

LOT 3 LLA NO. 79

LOT 2 LLA NO. 79

LOT 1 LLA NO. 79

PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

NOTE:
SEE SHEET 4 FOR PROPOSED GROSS AREAS, REFERENCE NOTES, CURVE & LINE TABLES.

EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 80

LOT 4
LLA NO. 79

LOT LINES REMOVED
ON LLA NO. 79

PARCEL "B"

PARCEL 3
PARCEL MAP NO. 113
P.M.B. 91 / 51

SW CORNER OF PARCEL 3 SE CORNER OF PARCEL 3

N 85°45'49" W (R1)
N 85°45'01" W 313.38'

E'LY LINE OF LOT 4
OF LLA NO. 79

LOT 1
LLA NO. 79

LAND DESCRIBED IN PARCEL 2 OF
GRANT DEED RECORDED 11/20/2002
AS INST. NO. 02-2806851, O.R.

WEST LINE
OF LOT 7

PORTION OF LOT 7
ROWLAND ADDITION NO. 2
M.B. 4 / 7

DETAIL "A"
SCALE: 1" = 50'

SCALE: 1" = 50'

E'LY LINE OF LOT 4 OF
ROWLAND ADDITION NO. 2
M.B. 4 / 7
AS SHOWN ON
PARCEL MAP NO. 113
P.M.B. 91 / 51

NOTE:

SEE SHEET 4 FOR
PROPOSED GROSS AREAS,
REFERENCE NOTES,
CURVE & LINE TABLES.

Last Update: 09/01/15
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LOT 1
LLA NO. 79

ULTIMATE R/W

418.02'

N 83°47'32" W 435.02'
(N 83°36'00" W 433.93'
RECORD PER PARCEL 2
OF INST. NO. 02-2806851, O.R.)

PORTION OF LOT 7
ROWLAND ADDITION NO. 2
M.B. 4 / 7

N 06°35'43" E 427.52'

142.52'
32'
S 06°24'42" W

L22
17.00'
N 06°24'42" E 652.97'

523.24'
15'
32'

L24

L23

17.00'

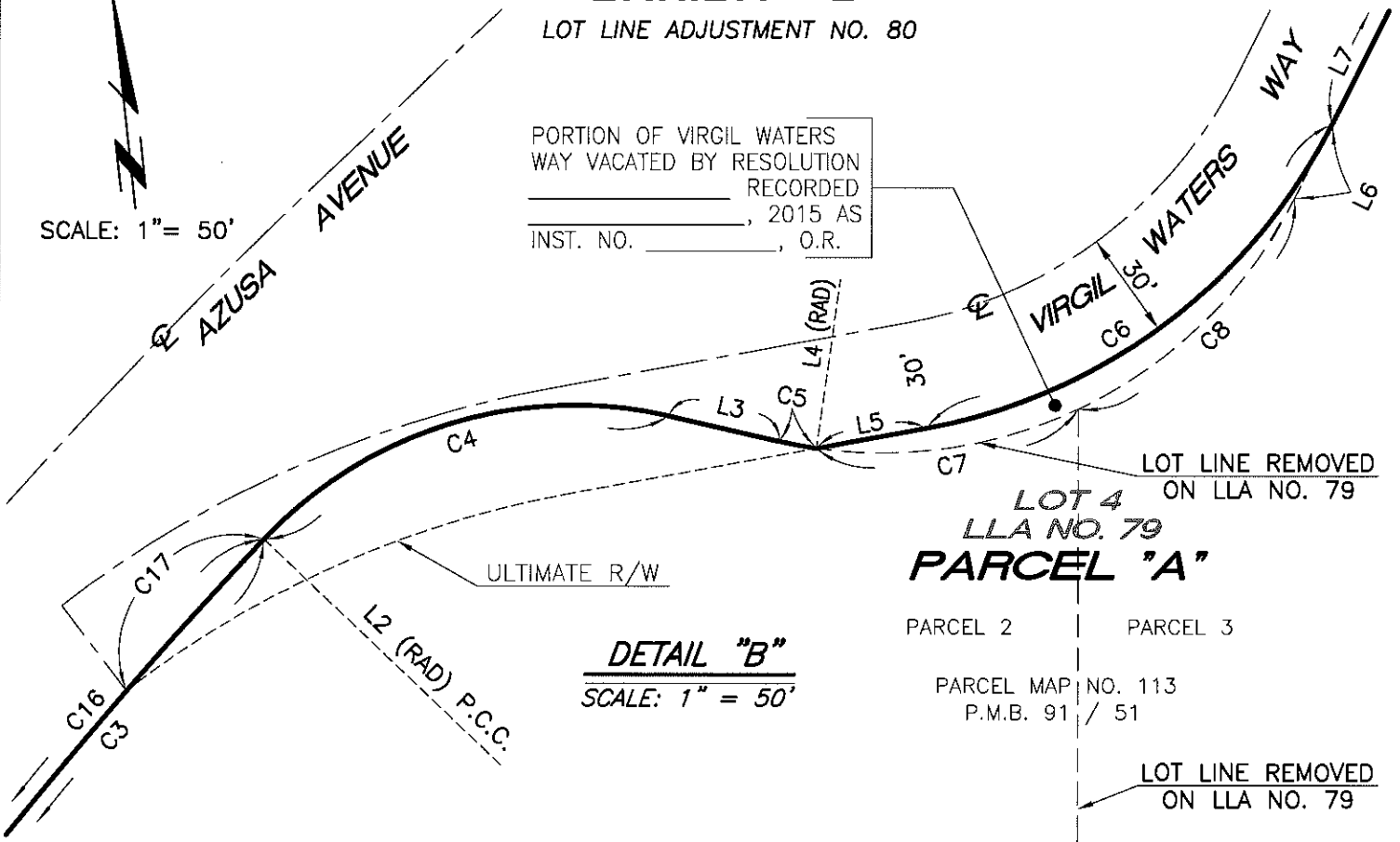
32'

EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 80

SCALE: 1" = 50'

PORTION OF VIRGIL WATERS WAY VACATED BY RESOLUTION RECORDED _____, 2015 AS INST. NO. _____, O.R.



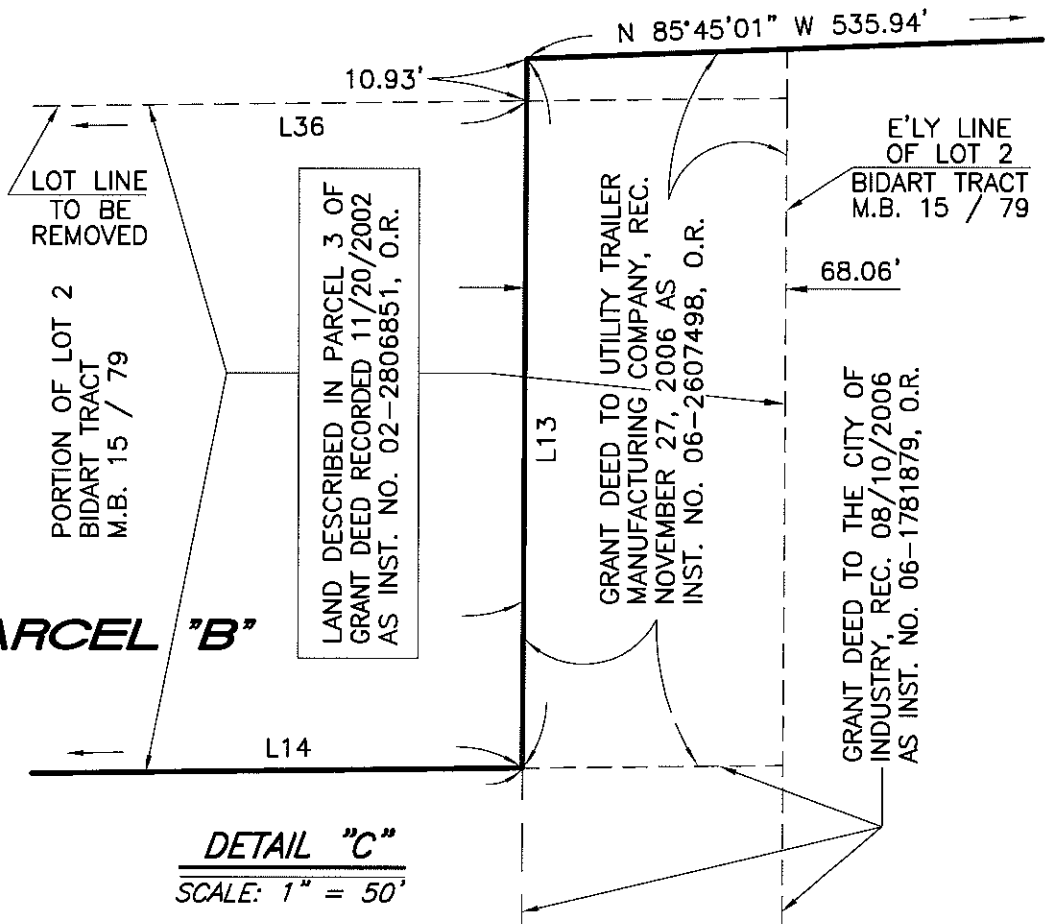
**LOT 4
LLA NO. 79
PARCEL "A"**

PARCEL 2 | PARCEL 3
PARCEL MAP NO. 113
P.M.B. 91 / 51

DETAIL "B"
SCALE: 1" = 50'

SCALE: 1" = 50'

PARCEL "B"



DETAIL "C"
SCALE: 1" = 50'

NOTE:

SEE SHEET 4 FOR PROPOSED GROSS AREAS, REFERENCE NOTES, CURVE & LINE TABLES.

NOTE:

THE FOLLOWING TABLES
PER LLA NO. 79 & 80.

EXHIBIT "B"

LOT LINE ADJUSTMENT NO. 80

LINE TABLE		
LINE #	LENGTH	BEARING
L1	1440.00'	N 82°22'39" W
L2	120.00'	N 40°13'04" W
L3	31.94'	N 70°45'33" W
L4	130.00'	S 14°30'35" W
L5	31.41'	N 86°01'44" E
L6	23.30'	N 33°14'27" E
L7	76.14'	N 33°14'42" E
L8	254.52'	N 58°51'29" E
L9	69.90'	S 47°15'29" E
L10	58.89'	S 69°34'01" E
L11	177.93'	N 38°04'01" W
L12	19.68'	N 43°14'41" W
L13	184.59'	S 06°35'51" W
L14	249.77'	N 84°14'41" W
L15	6.29'	N 05°45'48" E
L16	149.25'	N 84°14'41" W
L17	20.02'	N 06°24'42" E
L18	84.27'	N 38°48'33" E
L19	29.00'	N 31°08'31" W
L20	225.20'	N 85°45'01" W
L21	47.96'	S 69°34'01" E
L22	32.00'	S 86°47'32" E
L23	113.94'	N 06°24'42" E

LINE TABLE		
LINE #	LENGTH	BEARING
L24	20.00'	S 83°35'18" E
L25	52.00'	N 09°42'14" W
L26	52.00'	N 85°28'15" W
L27	52.00'	S 06°57'53" W
L28	20.00'	N 70°16'13" E
L29	139.00'	N 19°43'47" W
L30	99.44'	N 31°08'31" W
L31	92.40'	S 54°17'40" W
L32	20.00'	S 31°02'41" W
L33	130.76'	N 58°57'19" W
L34	7.99'	N 18°44'51" W
L35	910.52'	N 33°16'15" E
L36	386.30'	N 84°14'41" W
L37	587.42'	N 11°28'49" E
L38	235.68'	N 65°22'30" W
L39	803.76'	N 06°24'42" E
L40	1440.00'	N 46°11'10" W
L41	1440.00'	N 75°41'13" W

CURVE TABLE			
#	DELTA	RADIUS	LENGTH
C1	6°41'26"	1440.00'	168.15'
C2	29°30'03"	1440.00'	741.44'
C3	5°58'06"	1440.00'	150.00'
C4	59°27'31"	120.00'	124.53'
C5	4°43'52"	130.00'	10.73'
C6	52°47'16"	160.00'	147.41'
C7	33°15'18"	130.00'	75.46'
C8	38°00'50"	130.00'	86.25'
C9	25°37'02"	220.00'	98.36'
C10	20°02'57"	29.00'	10.15'
C11	64°24'47"	29.00'	32.60'
C12	9°28'16"	910.52'	150.51'
C13	32°23'51"	29.00'	16.40'
C14	11°24'44"	232.00'	46.21'
C15	23°25'19"	1440.00'	588.66'
C16	18°44'16"	1440.00'	470.93'
C17	02°17'00"	1440.00'	57.39'

PROPOSED GROSS AREAS:

PROPOSED PARCEL "A" (GROSS AREA): 337,739 S.F./ 7.753 ACRES
 PROPOSED PARCEL "B" (GROSS AREA): 451,900 S.F./10.374 ACRES


(TOTAL GROSS AREA: 759,639 S.F./17.439 ACRES)

REFERENCE NOTES:

(R1) PARCEL MAP NO. 113, P.M.B. 91 / 51.
 (R2) ROWLAND ADDITION NO. 2, M.B. 4 / 7.

SURVEYOR:

PREPARED UNDER THE SUPERVISION OF:


 BRIAN L. THIENES
 P.L.S. NO. 5750
 REG. EXP. DEC. 31, 2015

9/1/15
DATE



Last Update: 09/01/15
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PREPARED BY:

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CITY COUNCIL

ITEM NO. 7.7



MEMORANDUM

TO: The Honorable Mayor Radecki and Members of the City Council
FROM: Paul J. Philips, City Manager *Paul J. Philips*
DATE: September 15, 2015
SUBJECT: Potential for Additional Revenue to Fund Projects that May Have a Positive Impact on the Community

As previously noted, the City has the potential to raise additional revenue without the necessity of new taxes or fees.

It would be appropriate for the City Council to discuss and provide direction regarding the uses of additional revenue and how those funds would have an affirmative influence on the needs of the City and the larger San Gabriel Valley.

Some examples may be:

1. Increased emphasis on energy generation and conservation;
2. Open space restoration and preservation;
3. Recreational opportunities;
4. Funding for human service programs;
5. Housing construction and conservation; and
6. Additional traffic and circulation improvements.

IT IS RECOMMENDED that the City Council provide direction to the City Manager regarding the Council's priorities if additional funds become available.