

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

JULY 11, 2019
9:00 AM



Mayor Cory C. Moss
Mayor Pro Tem Cathy Marcucci
Council Member Abraham Cruz
Council Member Mark D. Radecki
Council Member Newell Ruggles

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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Fridays 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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

5. **CONSENT CALENDAR**

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

5.1 Consideration of the Register of Demands for July 11, 2019

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

5.2 Consideration of the minutes of the February 22, 2018 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of a Professional Services Agreement with ORSA Consulting Engineers, Inc. for Electrical Design Services as part of the installation of a Modular Trailer at 150 Hudson Avenue in an amount not to exceed \$15,000.00

RECOMMENDED ACTION: Approve the Agreement.

5.4 Consideration of Amendment No. 1 to the Professional Services Agreement with Goss Engineering, Inc. for EXPO Barn Facilities Lighting Upgrade Design and Specifications Services to extend the term of the Agreement through June 30, 2020. (CIP-EXPO-18-014-B)

RECOMMENDED ACTION: Approve the Amendment.

5.5 Consideration of an Engineering and Traffic Survey which includes Colima Road between Azusa Avenue and 400 feet east of Stoner Creek Road

RECOMMENDED ACTION: Adopt the Engineering and Traffic Survey.

6. **ACTION ITEMS**

6.1 Consideration of Resolution No. CC 2019-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING FROM THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, INTEREST IN REAL PROPERTY FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT OF WAYS AND DEDICATIONS FOR EASEMENTS FOR STORM DRAIN, SANITARY SEWER, AND MAINTENANCE ACCESS ROAD PURPOSES

AS SHOWN ON PARCEL MAP NO. 353, FOR THE INDUSTRY BUSINESS CENTER INDUSTRIAL PROJECT PROPERTY LOCATED ON THE WEST SIDE OF GRAND AVENUE, SOUTH OF THE UNION PACIFIC RAILROAD AND NORTH OF THE SR 57/60 FREEWAYS

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-30.

- 6.2 Consideration of Development Plan 18-7, for the construction of an 8,075 square-foot addition to an existing 32,400 square-foot industrial building located at 250 Turnbull Canyon Road

Consideration of Resolution No. CC 2019-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT PLAN NO. 18-7, FOR THE CONSTRUCTION OF AN 8,075 SQUARE-FOOT ADDITION TO AN EXISTING INDUSTRIAL BUILDING AT 250 TURNBULL CANYON ROAD, CITY OF INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION REGARDING SAME, AND MAKING FINDINGS IN SUPPORT THEREOF

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-32.

- 6.3 Consideration of Resolution No. CC 2019-33 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECOMMENDED ACTION: Adopt Resolution No. CC 2019-33.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

10.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.

Superior Court of California, County of Los Angeles

Case No. KC068777

11. Adjournment. The next regular City Council Meeting will be Thursday, July 25, 2019 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JULY 11, 2019**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
100	GENERAL FUND	1,875,810.87
103	PROP A FUND	4,070.78
120	CAPITAL IMPROVEMENT FUND	663,969.11
TOTAL ALL FUNDS		2,543,850.76

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	<u>DISBURSEMENTS</u>
BOFA	BANK OF AMERICA - CKING ACCOUNTS	69,654.96
PROP/A	PROP A - CKING ACCOUNT	4,070.78
WFBK	WELLS FARGO - CKING ACCOUNT	2,470,125.02
TOTAL ALL BANKS		2,543,850.76

APPROVED PER CITY MANAGER

**CITY OF INDUSTRY
BANK OF AMERICA
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITYGEN.CHK - City General				
WT1118	06/21/2019		MIDAMERICA ADMINISTRATIVE &	\$24,680.05
	Invoice	Date	Description	Amount
	JUL-AUG2019	06/21/2019	MEDICAL PREMIUM REIMBURSEMENTS	\$24,680.05
WT1119	06/24/2019		CAL-PERS	\$44,974.91
	Invoice	Date	Description	Amount
	JULY 2019	06/24/2019	CALPERS PREMIUM FOR JULY 2019	\$44,974.91

Check	Status	Count	Transaction Amount
	Total	2	\$69,654.96

CITY OF INDUSTRY

PROP A

July 11, 2019

Check	Date		Payee Name	Check Amount
PROPA.CHK - Prop A Checking				
90092	06/24/2019		WALNUT VALLEY WATER DISTRICT	\$335.38
	Invoice	Date	Description	Amount
	3355723	06/11/2019	4/30-5/30/19 SVC-PLATFORM METROLINK BREA CYN	\$20.54
	3354711	06/06/2019	5/1-5/31/19 SVC-IRR METROLINK STA-SPANISH LN	\$314.84
90093	07/01/2019		SO CALIFORNIA EDISON COMPANY	\$110.54
	Invoice	Date	Description	Amount
	2019-00001903	06/22/2019	5/22-6/21/19 SVC-600 S BREA CYN B	\$110.54
90094	07/11/2019		INDUSTRY SECURITY SERVICES	\$3,459.46
	Invoice	Date	Description	Amount
	14-23942	06/21/2019	SECURITY SVC-METROLINK	\$1,729.73
	14-23962	06/28/2019	SECURITY SVC-METROLINK	\$1,729.73
90095	07/11/2019		JANUS PEST MANAGEMENT	\$65.00
	Invoice	Date	Description	Amount
	210876	05/28/2019	PEST SVC-METROLINK	\$65.00
90096	07/11/2019		SO CAL INDUSTRIES	\$100.40
	Invoice	Date	Description	Amount
	387244	06/18/2019	RR RENTAL-METROLINK	\$100.40

Checks	Status	Count	Transaction Amount
	Total	5	\$4,070.78

**CITY OF INDUSTRY
WELLS FARGO VOIDED CHECK
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71202	05/23/2019		06/25/2019	ACE FENCE COMPANY (\$359.50)
	Invoice	Date	Description	Amount
	2019-136	04/23/2019	VOIDED CK-WAS PAID BY SQUARE ROOT REPAIR FENCE NEAR TEMPLE AND AZUSA AVE	(\$359.50)

Check	Status	Count	Transaction Amount
	Total	1	(\$359.50)

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71487	06/25/2019		06/30/2019	INDUSTRY PUBLIC UTILITY
	Invoice	Date	Description	Amount
	2019-00001785	06/17/2019	05/10-06/10/19 SVC - 370 GRAND AVE SOUTH	\$65.77
71488	06/25/2019		06/30/2019	SAN GABRIEL VALLEY WATER CO.
	Invoice	Date	Description	Amount
	2019-00001786	06/13/2019	05/13-06/12/19 SVC - 132 IRRIG PUENTE	\$362.99
	2019-00001787	06/13/2019	05/13-06/12/19 SVC - 123 IRRIG WORKMAN MILL	\$231.02
	2019-00001788	06/13/2019	05/13-06/12/19 SVC - 13756 VALLEY	\$182.00
	2019-00001789	06/17/2019	05/15-06/14/19 SVC - 14329 VALLEY	\$800.39
	2019-00001790	06/18/2019	05/16-06/17/19 SVC - 336 EL ENCANTO	\$44.72
71489	06/25/2019		06/30/2019	SO CALIFORNIA EDISON COMPANY
	Invoice	Date	Description	Amount
	2019-00001791	06/12/2019	05/10-06/11/19 SVC - 575 BALDWIN PARK BLVD U	\$67.44
	2019-00001792	06/12/2019	04/12-06/07/19 SVC - VALLEY BLVD U-VARIOUS SITES	\$778.43
	2019-00001793	06/13/2019	05/13-06/12/19 SVC - 490 7TH U	\$57.31
71490	06/25/2019		06/30/2019	SOCALGAS
	Invoice	Date	Description	Amount
	2019-00001795	06/18/2019	05/15-06/14/19 SVC - 610 S BREA CYN RD	\$15.78
71491	06/25/2019		06/30/2019	VERIZON BUSINESS
	Invoice	Date	Description	Amount
	66209898	06/10/2019	05/01-05/31/19 SVC - VARIOUS SITES	\$46.69
	66209899	06/10/2019	05/01-05/31/19 SVC - VARIOUS SITES	\$135.29

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date		Payee Name	Check Amount	
CITY.WF.CHK - City General Wells Fargo					
71492	06/25/2019		06/30/2019	WALNUT VALLEY WATER DISTRICT	\$967.27
	Invoice	Date	Description	Amount	
	3354861	06/06/2019	05/01-05/31/19 SVC - BAKER PKWY METER #1	\$279.89	
	3354862	06/06/2019	05/01-05/31/19 SVC - BAKER PKWY METER #2	\$79.84	
	3354868	06/06/2019	05/01-05/31/19 SVC - GRAND AVE CROSSING	\$84.13	
	3354869	06/06/2019	05/01-05/31/19 SVC - GRAND CROSSING	\$79.84	
	3354871	06/06/2019	05/01-05/31/19 SVC - 22002 VALLEY BLVD	\$104.84	
	3354932	06/06/2019	05/01-05/31/19 SVC - 21627 GRAND CROSSING PKWY	\$79.84	
	3354933	06/06/2019	05/01-05/31/19 SVC - 21627 GRAND CROSSING PKWY	\$99.13	
	3355704	06/11/2019	04/30-05/30/19 SVC - PUMP STN N/W CHERYL	\$25.88	
	3355724	06/11/2019	04/30-05/30/19 SVC - PUMP STN BREA CYN	\$20.54	
	3355950	06/11/2019	04/30-05/30/19 SVC - NOGALES PUMP STN	\$61.14	
	3354889	06/06/2019	05/01-05/31/19 SVC - GRAND CROSSING EAST	\$52.20	
71493	07/01/2019			AT & T	\$461.61
	Invoice	Date	Description	Amount	
	2019-00001928	06/17/2019	6/17-7/19/19 SVC-TONNER GUARD SHACK	\$236.02	
	2019-00001929	06/17/2019	6/17-7/19/19 SVC-TONNER RADIO	\$225.59	
71494	07/01/2019			EL ENCANTO HEALTHCARE	\$657,194.56
	Invoice	Date	Description	Amount	
	06/27/19	06/27/2019	FINANCIAL ASSISTANCE FOR FY 19/20-EL ENCANTO	\$657,194.56	
71495	07/01/2019			FIDELITY SECURITY LIFE	\$1,211.82
	Invoice	Date	Description	Amount	
	163953982	07/01/2019	VISION PREMIUM FOR JULY 2019	\$1,211.82	

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71496	07/01/2019		FRONTIER	\$322.97
	Invoice	Date	Description	Amount
	2019-00001904	06/16/2019	6/16-7/15/19 SVC-BREA CYB PUMP STN	\$73.74
	2019-00001905	06/19/2019	6/19-7/18/19 SVC-FOLLOW'S CAMP GUARD	\$70.58
	2019-00001906	06/16/2019	6/16-7/15/19 SVC-PH AUTO PLAZA	\$178.65
71497	07/01/2019		HUMANA INSURANCE COMPANY	\$5,515.60
	Invoice	Date	Description	Amount
	389690398	06/13/2019	DENTAL PREMIUM FOR JULY 2019	\$5,515.60
71498	07/01/2019		MUTUAL OF OMAHA	\$5,054.17
	Invoice	Date	Description	Amount
	956532676	07/01/2019	LIFE INSURANCE PREMIUM FOR JULY 2019	\$5,054.17
71499	07/01/2019		SO CALIFORNIA EDISON COMPANY	\$19,996.55
	Invoice	Date	Description	Amount
	2019-00001911	06/21/2019	5/21-6/20/19 SVC-14661 & 14911 CLARK AVE U	\$99.50
	2019-00001912	06/22/2019	5/22-6/21/19 SVC-21380 VALLEY PED	\$10.31
	2019-00001913	06/22/2019	5/22-6/21/19 SVC-1007 LAWSON ST TC1	\$44.36
	2019-00001914	06/22/2019	5/22-6/21/19 SVC-575 BREA CYN RD	\$11.00
	2019-00001915	06/22/2019	5/22-6/21/19 SVC-580 BREA CYN RD	\$10.91
	2019-00001916	06/19/2019	4/16-6/17/19 SVC-VARIOUS SITES	\$3,172.00
	2019-00001917	06/19/2019	5/16-6/17/19 SVC-VARIOUS SITES	\$5,952.26
	2019-00001918	06/19/2019	5/1-6/1/19 SVC-VARIOUS SITES	\$4,552.90
	2019-00001919	06/19/2019	5/13-6/17/19 SVC-VARIOUS SITES	\$1,948.50
	2019-00001920	06/19/2019	5/16-6/17/19 SVC-VARIOUS SITES	\$7.37

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2019-00001923	06/18/2019	5/16-6/17/19 SVC-1341 FULLERTON RD	\$93.53
	2019-00001924	06/18/2019	5/16-6/17/19 SVC-17635 GALE	\$1,644.63
	2019-00001925	06/19/2019	5/17-6/18/19 SVC-900 NOGALES U	\$38.65
	2019-00001926	06/18/2019	5/16-6/17/19 SVC-PECK RD S/O PELLISIER	\$23.73
	2019-00001927	06/19/2019	4/16-6/17/19 SVC-VARIOU SITES	\$1,830.13
	2019-00001930	06/26/2019	5/24-6/25/19 SVC-VARIOUS SITES	\$556.77
71500	07/01/2019		SO CALIFORNIA EDISON COMPANY	\$157.64
	Invoice	Date	Description	Amount
	2019-00001921	06/18/2019	4/16-5/16/19 SVC-19001 TONNER CYN RD	\$57.80
	2019-00001922	06/19/2019	5/16-6/17/19 SVC-19001 TONNER CYN RD	\$99.84
71501	07/01/2019		SOCALGAS	\$74.29
	Invoice	Date	Description	Amount
	2019-00001931	06/25/2019	5/22-6/21/19 SVC-15415 DON JULIAN RD	\$58.51
	2019-00001932	06/12/2019	5/21-6/20/19 SVC-13756 VALLEY BLVD	\$15.78
71502	07/01/2019		SUBURBAN WATER SYSTEMS	\$475.19
	Invoice	Date	Description	Amount
	180080760709	06/25/2019	5/24-6/22/19 SVC-205 HUDSON AVE	\$41.95
	180011845685	06/25/2019	5/25-6/24/19 SVC-AZUSA & GEMINI	\$433.24
71503	07/01/2019		UNUM LIFE INSURANCE COMPANY	\$4,857.60
	Invoice	Date	Description	Amount
	7/1-7/31/19	06/18/2019	LONG TERM CARE PREMIUM FOR JULY 2019	\$4,857.60

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71504	07/11/2019		ABM ELECTRICAL POWER	\$324,822.78
	Invoice	Date	Description	Amount
	#1E-18-004-E	07/01/2019	DESIGN BUILD SVC FOR ELECTRIC VEHICLE	\$341,655.56
71505	07/11/2019		ACE CONSTRUCTION AUTHORITY	\$402.00
	Invoice	Date	Description	Amount
	COI-DC-19	06/26/2019	WASHINGTON DC LEGISLATIVE BUSINESS DINNER	\$402.00
71506	07/11/2019		ALDRIDGE ELECTRIC, INC.	\$31,708.33
	Invoice	Date	Description	Amount
	#8RETENTION	07/01/2019	RETENTION-INDUSTRY TRAILS LIGHTING	\$31,708.33
71507	07/11/2019		AMANDA FOSTER	\$20.90
	Invoice	Date	Description	Amount
	06/27/19	06/27/2019	REIMBURSE FOR MILEAGE-HOMESTEAD	\$20.90
71508	07/11/2019		BLACK ODOWD AND ASSOCIATES,	\$1,590.00
	Invoice	Date	Description	Amount
	18-2818-2	04/17/2019	AS-BUILT PLANS FOR 1123 HATCHER	\$1,590.00
71509	07/11/2019		BLACK STAR PAVING, INC.	\$18,985.00
	Invoice	Date	Description	Amount
	1009	06/11/2019	SANDBLAST PAVEMENT MARKING-EXPO CENTER	\$18,985.00
71510	07/11/2019		BLAKE AIR CONDITIONING COMPANY	\$1,419.00
	Invoice	Date	Description	Amount
	M46369	06/19/2019	QTRLY A/C MAINT-CITY HALL	\$1,419.00

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71511	07/11/2019		BRYAN PRESS	\$824.46
	Invoice	Date	Description	Amount
	0081696	06/12/2019	#10 REGULAR ENVELOPES	\$353.12
	0081571	06/04/2019	BUSINESS CARDS-N. VASQUEZ	\$44.33
	0081685	06/12/2019	RECEIPT FORMS	\$267.71
	0081730	06/18/2019	BUSINESS CARDS-MARK, CORY, CATHY, & SAM	\$159.30
71512	07/11/2019		CARLSON, CALLADINE & PETERSON,	\$15,003.68
	Invoice	Date	Description	Amount
	21093	06/20/2019	LEGAL SVC-MAY 2019	\$15,003.68
71513	07/11/2019		CASC ENGINEERING AND	\$3,405.00
	Invoice	Date	Description	Amount
	40774	05/31/2019	NPDES CONSULTING-COI	\$3,405.00
71514	07/11/2019		CHEM PRO LABORATORY, INC	\$283.00
	Invoice	Date	Description	Amount
	648640	05/23/2019	WATER TREATMENT-MAY 2019	\$283.00
71515	07/11/2019		CINTAS CORPORATION LOC 693	\$381.56
	Invoice	Date	Description	Amount
	4024434602	06/24/2019	DOOR MATS	\$55.60
	4023964404	06/17/2019	DOOR MATS	\$270.36
	4024009599	06/17/2019	DOOR MATS	\$55.60

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date				Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo						
71516	07/11/2019				CITY OF INDUSTRY	\$2,370.88
	Invoice	Date	Description	Amount		
	2019-00000072	05/31/2019	IH FUEL PUMP-SECURITY VEHICLES	\$1,843.86		
	2019-00000074	05/31/2019	IH FUEL PUMP-CITY HALL VEHICLES	\$527.02		
71517	07/11/2019				CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount		
	P/R PE 6/28/19	07/01/2019	REPLENISH PAYROLL FOR JULY 2019	\$100,000.00		
71518	07/11/2019				CLARK DUGGER PHOTOGRAPHY	\$1,800.00
	Invoice	Date	Description	Amount		
	1346	06/21/2019	VIDEO PRODUCTION-HOMESTEAD	\$1,800.00		
71519	07/11/2019				CNC ENGINEERING	\$227,455.72
	Invoice	Date	Description	Amount		
	458891	06/27/2019	GENERAL ENGINEERING-PERMITS	\$21,833.75		
	458892	06/27/2019	WALNUT DR SOUTH WIDENING	\$5,900.00		
	458893	06/27/2019	ARENTH AVE RECONSTRUCTION	\$3,082.50		
	458894	06/27/2019	205 HUDSON AVE (YAL)	\$1,690.00		
	458895	06/27/2019	GENERAL ENGINEERING SVC 6/10-6/23/19	\$58,975.72		
	458896	06/27/2019	NPDES STORM WATER	\$2,090.00		
	458897	06/27/2019	TONNER CYN PROPERTY	\$4,422.50		
	458898	06/27/2019	EXPO CENTER STANDARDS OF FACILITY MAINT	\$10,777.50		
	458899	06/27/2019	CHINO RANCH RENOVATION-TRES HERMANOS	\$5,662.50		
	458902	06/27/2019	CITY HALL MAINT	\$5,225.00		
	458903	06/27/2019	HOMESTEAD MUSEUM IMPROVEMENTS/MAINT	\$905.00		

**CITY OF INDUSTRY
WELLS FARGO BANK
July 11, 2019**

Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
458904	06/27/2019	SAFETY UPGRADES AT VARIOUS RR CROSSINGS	\$370.00
458906	06/27/2019	SAN JOSE AVE RECONSTRUCTION	\$2,220.00
458907	06/27/2019	TRAFFIC SIGNAL NELSON/SUNSET AVE	\$412.50
458908	06/27/2019	PAINT EVALUATION WROUGHT IRON FENCE-TEMPLE	\$3,960.00
458909	06/27/2019	INDUSTRY HILLS FUEL TANKS DISPENSING	\$330.00
458863	06/27/2019	EMERGENCY POWER GENERATOR-CITY HALL	\$3,667.50
458864	06/27/2019	CIVIC FINANCIAL CENTER LANDSCAPING	\$340.00
458865	06/27/2019	ELECTRICAL VEHICLE CHARGING-METROLINK	\$3,760.00
458866	06/27/2019	RESURFACING DESIGN EXPO CTR PARKING LOT	\$8,942.50
458867	06/27/2019	EXPO CENTER MAIN GATE IMPROVEMENTS	\$1,225.00
458868	06/27/2019	AVALON ROOM DESIGN	\$92.50
458869	06/27/2019	PATIO CAFE DESIGN	\$92.50
458870	06/27/2019	METROLINK STN VIDEO SECURITY SYSTEM	\$3,653.75
458871	06/27/2019	HATCHER YARD DEMO	\$1,947.50
458872	06/27/2019	CITYWIDE ADA SELF EVALUATION/TRANSITION PLAN	\$2,445.00
458873	06/27/2019	HATCHER WAREHOUSE AS BUILT PREPARATION	\$92.50
458874	06/27/2019	SITE PLAN FOR SHERIFF TRAILER	\$19,882.50
458876	06/27/2019	FOUR GRADE SEPARATION PUMP STATIONS	\$2,220.00
458877	06/27/2019	INDUSTRY HILLS TRAIL GRADING RESTORATION	\$1,630.00
458878	06/27/2019	INDUSTRY HILLS TRAIL LIGHTING	\$1,105.00
458879	06/27/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$3,310.00
458880	06/27/2019	CATCH BASIN RETROFITS	\$1,360.00
458881	06/27/2019	SEWER DESIGN EXPO CENTER	\$8,475.00
458882	06/27/2019	ANNUAL PAVEMENT REHABILITATION	\$6,635.00
458883	06/27/2019	RESURFACING OF DON JULIAN RD	\$7,405.00
458884	06/27/2019	PRELIMINARY DESIGN-BICYCLE PATH	\$6,167.50

**CITY OF INDUSTRY
WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
458885	06/27/2019	STARHILL LANE/3RD AVE WATERLINE	\$60.00
458886	06/27/2019	4TH AVE/TRAILSIDE WATERLINE	\$265.00
458887	06/27/2019	DON JULIAN/BASETDALE WATERLINE	\$20.00
458888	06/27/2019	GENERAL ENGINEERING-PLAN APPROVAL	\$10,732.50
458889	06/27/2019	GENERAL ENGINEERING-TRAFFIC	\$1,135.00
458890	06/27/2019	GENERAL ENGINEERING-COUNTER SVC	\$2,237.50
458900	06/27/2019	VARIOUS CITY PAID EXPENSES FOR TRES	\$700.00
71520	07/11/2019	CNC ENGINEERING	\$61,418.75
Invoice	Date	Description	Amount
458875	06/27/2019	EL ENCANTO CARPET/WALL COVERING	\$2,637.50
458910	06/27/2019	HIGHWAY BRIDGE PROGRAM	\$185.00
458911	06/27/2019	HIGHWAY BRIDGE PROGRAM-AZUSA AVE BRIDGE	\$693.75
458913	06/27/2019	BIXBY DR PCC PAVEMENT	\$14,273.75
458914	06/27/2019	AZUSA AVE/TEMPLE AVE MODIFICATION	\$1,655.00
458915	06/27/2019	FOLLOW'S CAMP PROPERTY	\$7,285.00
458916	06/27/2019	VARIOUS ASSIGNMENTS RELATED TO SA	\$1,177.50
458917	06/27/2019	NELSON AVE/PUENTE AVE WIDENING	\$330.00
458918	06/27/2019	ARENTH AVE STREET LIGHT PROJECT	\$865.00
458919	06/27/2019	TARGET SPEED SURVEY	\$2,575.00
458920	06/27/2019	VALLEY BLVD RECONSTRUCTION	\$7,542.50
458921	06/27/2019	CARTEGRAPH MGMT	\$12,032.50
458922	06/27/2019	EAST END DEV-GRAND AVE BRIDGE WIDENING	\$4,022.50
458923	06/27/2019	FULLERTON RD GRADE SEPARATION	\$5,938.75
458924	06/27/2019	FAIRWAY DR GRADE SEPARATION	\$20.00
458925	06/27/2019	TURNBULL CYN RD GRADE SEPARATION	\$185.00

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71521	07/11/2019		CREATIVE IMAGE PRODUCTS	\$31.54
	Invoice	Date	Description	Amount
	1572	06/14/2019	NAMEPLATE-CASA MIA	\$31.54
71522	07/11/2019		DELT BUILDERS INC.	\$44,895.00
	Invoice	Date	Description	Amount
	001-A	05/20/2019	REPLACE (2) ADA RAMPS ON VALLEY BLVD	\$14,900.00
	001	05/20/2019	ADA BUS STOP REPAIRS (9) AREAS	\$29,995.00
71523	07/11/2019		DEPT OF ANIMAL CARE & CONTROL	\$5,279.61
	Invoice	Date	Description	Amount
	06/15/19	06/15/2019	SHELTER COST-MAY 2019	\$5,279.61
71524	07/11/2019		DESTINEE NICOLE SPARKS	\$2,320.00
	Invoice	Date	Description	Amount
	PPDS1	06/27/2019	HONORARIUM FOR MUSEUM'S INTERN JUN/JUL-	\$1,160.00
	PPDS1-A	06/27/2019	HONORARIUM FOR MUSEUM'S INTERN JUN/JUL-	\$1,160.00
71525	07/11/2019		DIAMOND BAR ELECTRIC, INC.	\$1,105.00
	Invoice	Date	Description	Amount
	14954	06/13/2019	REPAIR ROOFTOP-CITY HALL	\$625.00
	14953	06/13/2019	REPAIR PARKING LOT LIGHTS-IMC	\$480.00
71526	07/11/2019		DUGAN, STEVEN	\$17.60
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	06/27/19	06/27/2019	REIMBURSE FOR MILEAGE-HOMESTEAD	\$17.60
71527	07/11/2019		ELECTRA-MEDIA, INC	\$1,763.00
	Invoice	Date	Description	Amount
	8933	06/15/2019	PUENTE HILLS AUTO DISPLAY-JUL 2019	\$1,763.00
71528	07/11/2019		FEDERAL EXPRESS CORP.	\$239.11
	Invoice	Date	Description	Amount
	6-582-94449	06/14/2019	MESSENGER SVC	\$239.11
71529	07/11/2019		GATEWAY CITIES COUNCIL OF	\$20,000.00
	Invoice	Date	Description	Amount
	FY2019/2020	06/13/2019	PARTICIPATION IN 91/605/405 MAJOR CORRIDOR	\$20,000.00
71530	07/11/2019		GATEWAY CITIES COUNCIL OF	\$16,300.00
	Invoice	Date	Description	Amount
	FY 19/20	06/13/2019	ANNUAL MEMEBERSHIP DUES FY 19/20	\$16,300.00
71531	07/11/2019		GONSALVES & SON, JOE A.	\$10,000.00
	Invoice	Date	Description	Amount
	157504	06/20/2019	LEGISLATIVE SVC-JUN 2019	\$10,000.00
71532	07/11/2019		HELLING, TROY	\$338.21
	Invoice	Date	Description	Amount
	06/20/19	06/20/2019	REIMBURSE FOR LUNCH MEETINGS	\$338.21

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71533	07/11/2019		HISTORICAL RESOURCES, INC.	\$69,266.80
	Invoice	Date	Description	Amount
	06/26/19	06/26/2019	REIMBURSEMENT FOR F & M CREDIT CARD	\$2,752.72
	06/26/19-A	06/26/2019	AGRMT REIMBURSEMENT FOR JUN/JUL 2019	\$58,125.18
	06/26/19-B	06/26/2019	AGRMT REIMBURSEMENT FOR JUN/JUL 2019	\$8,039.70
	06/26/19-C	06/26/2019	REIMBURSE FOR OFFICE SUPPLIES	\$349.20
71534	07/11/2019		HUB CONSTRUCTION SPECIALTIES	\$944.80
	Invoice	Date	Description	Amount
	282084-0	06/14/2019	STRAW WATTLE 25' ROLL-TONNER CYN	\$490.74
	283704-0	06/17/2019	STRAW WATTLE 25' ROLL-TONNER CYN	\$454.06
71535	07/11/2019		INDUSTRY BUSINESS COUNCIL	\$81,745.65
	Invoice	Date	Description	Amount
	MAY 2019	06/14/2019	EXPENSE REIMBURSEMENT FOR MAY 2019	\$81,745.65
71536	07/11/2019		INDUSTRY SECURITY SERVICES	\$8,748.48
	Invoice	Date	Description	Amount
	14-23938	06/21/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
	14-23956	06/28/2019	SECURITY SVC-VARIOUS SITES	\$4,374.24
71537	07/11/2019		INDUSTRY SECURITY SERVICES	\$23,442.65
	Invoice	Date	Description	Amount
	14-23933	06/21/2019	SECURITY SVC 6/14-6/20/19	\$11,710.81
	14-23951	06/28/2019	SECURITY SVC 6/21-6/27/19	\$11,731.84

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71538	07/11/2019		INDUSTRY TIRE SERVICE	\$207.50
	Invoice	Date	Description	Amount
	0289085	06/19/2019	REPAIR TIRE-KOBOTA AT TONNER CYN	\$207.50
71539	07/11/2019		JANUS PEST MANAGEMENT	\$10,311.00
	Invoice	Date	Description	Amount
	210804	05/10/2019	PEST SVC-IMC	\$145.00
	210803	05/10/2019	PEST SVC-CITY HALL	\$145.00
	211186	06/01/2019	PEST SVC-HOMESTEAD	\$580.00
	210805	05/10/2019	PEST SVC-15660 STAFFORD (YAL)	\$85.00
	210945	06/03/2019	RODENT SVC-15252 STAFFORD ST	\$300.00
	210921	05/16/2019	PEST SVC-OLD BREA CYN RD	\$168.00
	210939	06/03/2019	RODENT SVC-CHESTNUT/ANAHEIM & PUENTE	\$896.00
	210941	06/03/2019	RODENT SVC-15400 STAFFORD ST	\$972.00
	210806	05/10/2019	PEST SVC-15559 RAUSCH RD	\$85.00
	210851	06/03/2019	PEST SVC-TONNER CYN	\$6,935.00
71540	07/11/2019		JEFF PARRIOTT PHOTOGRAPHIC	\$6,338.75
	Invoice	Date	Description	Amount
	00558	06/26/2019	PROF SVC-HOMESTEAD	\$6,338.75
71541	07/11/2019		JMDiaz, Inc.	\$10,571.90
	Invoice	Date	Description	Amount
	030 (19-101)	05/31/2019	STAFF AUGMENTATION-MAY 2019	\$10,571.90
71542	07/11/2019		KLINE'S PLUMBING, INC.	\$1,500.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	11149	06/20/2019	CAMERA INSPECTION-1123 HATCHER AVE	\$350.00
	11123	06/07/2019	INSTALLED EARTHQUAKE VALVE-HOMESTEAD	\$1,150.00
71543	07/11/2019		L A COUNTY DEPT OF PUBLIC	\$61,507.58
	Invoice	Date	Description	Amount
	IN190000937	06/20/2019	BLDG & SAFETY-ONE STOP SHOP FOR APR 2019	\$61,507.58
71544	07/11/2019		LA PUENTE VALLEY COUNTY	\$1,542.99
	Invoice	Date	Description	Amount
	2019-00001937	06/18/2019	4/19-6/18/19 SVC-15625 STAFFORD ST	\$76.29
	2019-00001938	06/18/2019	4/19-6/18/19 SVC-15625 STAFFORD ST	\$194.85
	2019-00001939	06/18/2019	4/19-6/18/19 SVC-15414 DON JULIAN RD (IRRI)	\$943.93
	2019-00001940	06/18/2019	4/19-6/18/19 SVC-15414 DON JULIAN RD	\$327.92
71545	07/11/2019		LA PUENTE VALLEY COUNTY	\$286.63
	Invoice	Date	Description	Amount
	BS;06/19	06/19/2019	WATER MONITORING-BOY SCOUTS RESERVOIR	\$286.63
71546	07/11/2019		LEAGUE OF CALIFORNIA CITIES	\$1,123.50
	Invoice	Date	Description	Amount
	3747	06/14/2019	MEMBERSHIP DUES FY 19/20	\$1,123.50
71547	07/11/2019		LEGEND PUMP AND WELL SERVICE,	\$3,638.30
	Invoice	Date	Description	Amount
	55612	05/30/2019	BOOSTER PUMP REPAIR-BAKER SLOPES	\$3,638.30

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71548	07/11/2019		LEIGHTON CONSULTING INC	\$14,655.80
	Invoice	Date	Description	Amount
	35834	06/17/2019	GEOTECHNICAL EXPLORATION-CHINO RANCH	\$12,400.00
	36026	06/27/2019	GEOTECHNICAL SVC-WALNUT DR SOUTH WIDENING	\$2,255.80
71549	07/11/2019		LOCKE LORD LLP	\$115,162.95
	Invoice	Date	Description	Amount
	1504436	06/18/2019	LEGAL SVC-MAY 2019	\$26,871.46
	1504470	06/19/2019	LEGAL SVC-MAY 2019	\$40,137.44
	1504435	06/18/2019	LEGAL SVC-MAY 2019	\$48,154.05
71550	07/11/2019		LOCKS PLUS, INC.	\$128.12
	Invoice	Date	Description	Amount
	24672	06/17/2019	DUPLICATE KEYS	\$128.12
71551	07/11/2019		MARISCAL PAINTING	\$64,125.00
	Invoice	Date	Description	Amount
	#4DS-18-040-B	07/01/2019	INDUSTRY HILLS GRAND ARENA PAINTING	\$67,500.00
71552	07/11/2019		MELVYN GREEN & ASSOCIATES, INC.	\$3,000.00
	Invoice	Date	Description	Amount
	14166	05/31/2019	DESIGN/PLAN FOR REPAIR OF ENTRY GATE-	\$3,000.00
71553	07/11/2019		OLMOS PROFESSIONAL SERVICES	\$8,782.00
	Invoice	Date	Description	Amount
	324-A	06/30/2019	JANITORIAL SVC-CITY HALL	\$5,500.00
	326-A	06/30/2019	JANITORIAL SVC-IBC	\$1,467.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	325-A	06/30/2019	JANITORIAL SVC-15660 STAFFORD (YAL)	\$1,815.00
71554	07/11/2019		ORANGE COUNTY HISTORICAL	\$200.00
	Invoice	Date	Description	Amount
	PPOCHS1	06/27/2019	HONORARIUM FOR PORTOLA ON 7/28/19-	\$200.00
71555	07/11/2019		OWEN GROUP, INC.	\$22,967.50
	Invoice	Date	Description	Amount
	5056	06/18/2019	ADA EVALUATION AND TRANSITION PLAN	\$22,967.50
71556	07/11/2019		PARS	\$620.00
	Invoice	Date	Description	Amount
	43169	06/10/2019	REP FEES-APR 2019	\$300.00
	43086	06/10/2019	ARS FEES-APR 2019	\$320.00
71557	07/11/2019		PEDROZA JR, SAMUEL	\$207.82
	Invoice	Date	Description	Amount
	06/20/19	06/20/2019	REIMBURSE FOR LUNCH MEETINGS	\$207.82
71558	07/11/2019		R.F. DICKSON CO., INC.	\$18,297.82
	Invoice	Date	Description	Amount
	2509726	05/31/2019	STREET & PARKING LOT SWEEPING-MAY 2019	\$18,297.82
71559	07/11/2019		RASIC, ALEXANDRA	\$248.92
	Invoice	Date	Description	Amount
	06/26/19	06/26/2019	REIMBURSE FOR MILEAGE/PARKING-HOMESTEAD	\$63.08
	06/27/19	06/27/2019	REIMBURSE FOR MILEAGE & TRAVEL EXPENSE-	\$185.84

**CITY OF INDUSTRY
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71560	07/11/2019		REAL ENVIRONMENTAL PRODUCTS,	\$13,917.12
	Invoice	Date	Description	Amount
	R190604	06/17/2019	AUTO SUMP PUMP KIT-INDUSTRY HILLS	\$13,917.12
71561	07/11/2019		REGIONAL CHAMBER OF	\$100.00
	Invoice	Date	Description	Amount
	5314	06/26/2019	GALA DINNER-C. MARCUCCI	\$100.00
71562	07/11/2019		RICOH USA, INC.	\$1,167.33
	Invoice	Date	Description	Amount
	5056867297	06/09/2019	METER READING-VARIOUS COPIERS	\$534.65
	5056916693	06/16/2019	METER READING-HR COPIER	\$63.15
	5056903278	06/12/2019	METER READING-TREASURY COPIER	\$27.51
	31953245	06/14/2019	COPIER LEASE-FINANCE	\$289.36
	31955488	06/14/2019	COPIER LEASE-TREASURY	\$252.66
71563	07/11/2019		RICOH USA, INC.	\$3,224.82
	Invoice	Date	Description	Amount
	63814989	06/08/2019	COPIER LEASE-VARIOUS	\$2,650.76
	63985968	06/17/2019	COPIER LEASE-HR	\$283.94
	64055554	06/22/2019	COPIER LEASE-DEVELOPMENT	\$290.12
71564	07/11/2019		ROBERT PORTILLO	\$600.00
	Invoice	Date	Description	Amount
	6719	06/13/2019	MAINT OF HISTORIC PIANOS-HOMESTEAD	\$600.00

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
71565	07/11/2019		SAN GABRIEL VALLEY TRIBUNE	\$540.43
	Invoice	Date	Description	Amount
	900036211-A	06/17/2019	SUBSCRIPTION-HOMESTEAD	\$540.43
71566	07/11/2019		SATSUMA LANDSCAPE & MAINT.	\$118,400.80
	Invoice	Date	Description	Amount
	0619CH-1	06/27/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$21,347.36
	0619CH	06/27/2019	LANDSCAPE SVC-CIVIC FINANCIAL CENTER	\$24,816.80
	0619XROADS	06/27/2019	LANDSCAPE SVC-CROSSROADS PKY NORTH &	\$29,065.16
	0619TA	06/27/2019	LANDSCAPE SVC-TEMPLE AND AZUSA	\$43,171.48
71567	07/11/2019		SC FUELS	\$1,761.72
	Invoice	Date	Description	Amount
	1438456-IN	06/04/2019	CARB ULTRA DYED DIESEL	\$1,761.72
71568	07/11/2019		SECURITY OPERATIONS GROUP	\$480.00
	Invoice	Date	Description	Amount
	1228	06/06/2019	INVESTIGATION-16825 GALE AVE, B-3	\$480.00
71569	07/11/2019		SO CAL INDUSTRIES	\$190.74
	Invoice	Date	Description	Amount
	386784	06/14/2019	FENCE RENTAL-INDUSTRY HILLS	\$90.34
	387475	06/19/2019	RR RENTAL-TONNER CYN/GRAND AVE	\$100.40
71570	07/11/2019		SO CALIFORNIA EDISON COMPANY	\$996.20

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	7590211393	06/27/2019	TESTING EQUIPMENT FOR NEW EMEGENCY	\$996.20
71571	07/11/2019		SOUTH COAST A.Q.M.D.	\$136.40
	Invoice	Date	Description	Amount
	3470092	06/04/2019	FLAT FEE EMISSIONS-INDUSTRY HILLS	\$136.40
71572	07/11/2019		SOUTH COAST A.Q.M.D.	\$5,128.72
	Invoice	Date	Description	Amount
	3468377	06/04/2019	LANDFILL GAS COLLECTION-INDUSTRY HILLS	\$5,128.72
71573	07/11/2019		SPITZZERI, PAUL	\$253.83
	Invoice	Date	Description	Amount
	06/27/19	06/27/2019	REIMBURSE FOR MILEAGE-HOMESTEAD	\$253.83
71574	07/11/2019		SQUARE ROOT GOLF & LANDSCAPE,	\$173,289.36
	Invoice	Date	Description	Amount
	1435H	06/28/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$136,927.71
	1435H-2	06/28/2019	STREET SIGNS-REPAIR/INSTALLATION	\$621.02
	1435H-1	06/28/2019	GRAFFITI REMOVAL	\$1,599.90
	1432ELHM	06/28/2019	LANDSCAPE SVC-VARIOUS CITY SITES	\$6,940.00
	1433ELHM	06/28/2019	LANDSCAPE SVC-EL ENCANTO	\$9,336.00
	1434ELHM	06/28/2019	LANDSCAPE SVC-HOMESTEAD	\$17,864.73
71575	07/11/2019		STAPLES BUSINESS ADVANTAGE	\$2,663.34
	Invoice	Date	Description	Amount

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WELLS FARGO BANK
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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	8054635830	06/08/2019	OFFICE SUPPLIES	\$2,663.34
71576	07/11/2019		STEINKE ELECTRIC, KIRK	\$7,522.00
	Invoice	Date	Description	Amount
	237	06/24/2019	REPAIR BURNT WIRING-HOMESTEAD	\$7,522.00
71577	07/11/2019		TERMINIX	\$1,943.00
	Invoice	Date	Description	Amount
	12511088	06/14/2019	TERMITE SVC-TONNER CYN	\$1,943.00
71578	07/11/2019		THE TECHNOLOGY DEPOT	\$8,105.00
	Invoice	Date	Description	Amount
	11014	06/18/2019	NETWORK MAINT-TICKET #13253	\$745.00
	11026	06/19/2019	NETWORK MAINT-TICKET #13039	\$41.25
	11033	06/21/2019	NETWORK MAINT-TICKET #13171	\$82.50
	11035	06/21/2019	NETWORK MAINT-TICKET #13308	\$745.00
	11015	06/18/2019	NETWORK MAINT-TICKET #13270	\$786.25
	11027	06/19/2019	NETWORK MAINT-TICKET #13293	\$786.25
	11013	06/18/2019	NETWORK MAINT-TICKET #12864	\$165.00
	11034	06/21/2019	NETWORK MAINT-TICKET #13305	\$41.25
	11051	06/26/2019	NETWORK MAINT-TICKET #13386	\$786.25
	11049	06/25/2019	NETWORK MAINT-TICKET #13228	\$165.00
	11047	06/25/2019	NETWORK MAINT-TICKET #13364	\$745.00
	11037	06/24/2019	NETWORK MAINT-TICKET #13349	\$745.00
	11057	06/28/2019	NETWORK MAINT-TICKET #13408	\$786.25
	11050	06/26/2019	NETWORK MAINT-TICKET #13065	\$206.25

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
11048	06/25/2019		NETWORK MAINT-TICKET #12461	\$330.00
11038	06/24/2019		NETWORK MAINT-TICKET #13167	\$948.75
71579	07/11/2019		THOMSON REUTERS - WEST	\$578.16
Invoice	Date	Description	Amount	
840455279	06/04/2019	WEST'S ANNO CALIF CODES ELECTIONS	\$578.16	
71580	07/11/2019		VARNER & BRANDT, LLP	\$2,564.00
Invoice	Date	Description	Amount	
15191-0006M-E	04/30/2019	SA-LEGAL SVC FOR APR 2019	\$2,440.00	
15191-0003M-H	04/30/2019	SA-LEGAL SVC FOR APR 2019	\$124.00	
71581	07/11/2019		WEATHERITE SERVICE	\$1,660.86
Invoice	Date	Description	Amount	
L182599	06/12/2019	A/C MAINT-CITY HALL (TROY'S OFFICE)	\$660.78	
L182696	06/12/2019	A/C MAINT-CITY HALL (2ND FLOOR)	\$467.54	
L182675	06/12/2019	INSTALL THERMOSTAT-CITY HALL (GYM)	\$532.54	
71582	07/11/2019		WILLDAN ENGINEERING	\$2,431.00
Invoice	Date	Description	Amount	
00617661	06/24/2019	ENGINEERING SVC-VARIOUS SITES	\$743.50	
00617630	05/29/2019	ENGINEERING SVC-VARIOUS SITES	\$1,687.50	

Checks	Status	Count	Transaction Amount
	Total	96	\$2,470,484.52

CITY COUNCIL

ITEM NO. 5.2

CITY COUNCIL REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 22, 2018
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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 D. Radecki.

ROLL CALL

PRESENT: Mark D. Radecki, Mayor
Cory C. Moss, Mayor Pro Tem
Abraham N. Cruz, Council Member
Newell W. Ruggles, Council Member

ABSENT: Catherine Marcucci, Council Member

STAFF PRESENT: Paul J. Philips, City Manager; Alex Gonzalez, Director of Development Services and Administration; James M. Casso, City Attorney; and Diane M. Schlichting, City Clerk

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

1. CONSIDERATION OF REGISTER OF DEMANDS FOR FEBRUARY 22, 2018

RECOMMENDED ACTION: APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE CITY OFFICIALS TO PAY THE BILLS.

Mayor Radecki recused himself from check number 68205 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf and Landscape.

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Council Member Cruz recused himself from check number 68205 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Square Root Golf & Landscape.

Council Member Ruggles recused himself from check number 68168 for item 1 (Register of Demands) because he had a potential or actual financial conflict of interest in that he is employed by Haddick's Auto Body.

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 11, 2016 REGULAR MEETING, AUGUST 18, 2016 SPECIAL MEETING, SEPTEMBER 8, 2016 REGULAR MEETING, AND SEPTEMBER 22, 2016 REGULAR MEETING

RECOMMENDED ACTION: APPROVE AS SUBMITTED.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ THAT THE RECOMMENDATIONS BE ACCEPTED FOR THE REMAINING ITEMS LISTED ON THE CONSENT CALENDAR, WITH MAYOR RADECKI AND COUNCIL MEMBER CRUZ BOTH RECUSING FROM CHECK NUMBER 68205 ON ITEM 1 (REGISTER OF DEMANDS), AND WITH COUNCIL MEMBER RUGGLES RECUSING FROM CHECK NUMBER 68168 ON ITEM 1 (REGISTER OF DEMANDS) AND APPROVING MINUTES AS SUBMITTED. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

ACTION ITEMS

6.1 CONSIDERATION OF RESOLUTION NO. CC 2018-05 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 3.05, LEGAL COUNSEL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

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Bill Morrow, City Clerk and General Counsel for the Industry Property and Housing Management Authority (IPHMA), expressed his opposition to the resolution and his disappointment.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY MAYOR RADECKI, TO ADOPT RESOLUTION NO. CC 2018-05. MOTION CARRIED 3-1, BY THE FOLLOWING VOTE:

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

6.2 CONSIDERATION OF PROPOSITION A ASSIGNMENT AGREEMENT BETWEEN THE CITY OF CUDAHY AND THE CITY OF INDUSTRY FOR EXCHANGE OF PROP A FUNDS

Director of Finance, Paragas provided a staff report and Director of Development Services and Administration, Gonzalez expanded on the Proposition A Funds. Both were available to answer any questions.

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH SAGE ENVIRONMENTAL GROUP FOR BIOLOGICAL MONITORING SUPPORT SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$288,000.00, FROM AUGUST 1, 2017 TO DECEMBER 8, 2019

Director of Development Services and Administration, Gonzalez provided a staff report.

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MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER CRUZ, TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE FOR GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, FOR ON-CALL GEOTECHNICAL ENGINEERING SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$150,000.00, FROM FEBRUARY 22, 2018 TO DECEMBER 8, 2019

MOTION BY COUNCIL MEMBER CRUZ, AND SECOND BY MAYOR PRO TEM MOSS TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

6.5 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH GOSS ENGINEERING, INC., NO. DS-18-019-B, FOR EXPO BARN FACILITIES LIGHTING UPGRADE DESIGN AND SPECIFICATIONS SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$15,260.00, FROM FEBRUARY 22, 2018 TO DECEMBER 8, 2019

Project Manager, Michael Cruz from Cordoba Corporation provided a staff report. A conversation ensued regarding cost and past analysis already done on this project. Due to the many questions left unanswered, Mayor Pro Tem Moss suggested holding this item over until the next meeting to determine how much has already been spent on this project and to have a better understanding.

No vote was taken.

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6.6 CONSIDERATION OF THIRD AMENDMENT TO THE CONFIRMATION FOR SCHEDULING AND SETTLEMENT SERVICES AND DAY AHEAD INDEX ELECTRICITY WITH CALPINE ENERGY SOLUTIONS, LLC, FRO FEBRUARY 28, 2018 TO MARCH 31, 2018

Senior Project Manager, Lary Atherton from Cordoba Corporation provided a staff report and was available to answer any questions.

MOTION BY MAYOR PRO TEM MOSS, AND SECOND BY COUNCIL MEMBER RUGGLES TO APPROVE THE AMENDMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

CITY COUNCIL COMMITTEE REPORTS

There were none.

AB1234 REPORTS

There were none.

CITY COUNCIL COMMUNICATIONS

There were none.

CLOSED SESSION

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

- 7.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): 4 Cases

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- 7.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Industry v. Burke Williams & Sorensen, LLP, et al.
Los Angeles Superior Court
Case No. KC068777
- 7.3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case:
Los Angeles Superior Court
Case No.
- 7.4 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. Oversight Board of the Successor Agency to
the Industry Urban-Development Agency; Successor Agency to the
Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002718-CU-WM-GDS
- 7.5 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Chino Hills v. Oversight Board of the Successor Agency to
the Industry Urban-Development Agency; Successor Agency to the
Industry Urban-Development Agency; et al.
Superior Court of California, County of Sacramento
Case No. 34-2017-80002719-CU-WM-GDS
- 7.6 CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Case: City of Diamond Bar v. City of Industry, City of Industry City
Council; Successor Agency to the Industry Urban-Development Agency;
Board of Directors of the Successor Agency to the Industry Urban-
Development Agency; Oversight Board of the Successor Agency to the
Industry Urban-Development Agency; et al.
Superior Court of California, County of Los Angeles
Case No. BS171295

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7.7 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case: City of Chino Hills v. City of Industry, City of Industry City Council; Successor Agency to the Industry Urban-Development Agency; Board of Directors of the Successor Agency to the Industry Urban-Development Agency; Oversight Board of the Successor Agency to the Industry Urban-Development Agency; et al.

Superior Court of California, County of Los Angeles

Case No. BS171398

7.8 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property:	22751 Golden Springs Drive, Diamond Bar, CA, also known as Assessor Parcel Numbers 8717-001-907, 8717-001-908, 8717-002-905, 8717-002-906
Agency Negotiators:	Paul J. Philips, Executive Director James M. Casso, Agency Legal Counsel
Negotiating Parties:	Los Angeles County Department of Parks and Recreation
Under Negotiation:	Price and terms

7.9 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property:	Various parcels west of Grand Avenue just north of the Pomona Freeway, City of Industry, CA, also known as Assessor Parcel Numbers 8719-007-921, 8719-009-904, 8717-007-930
Agency Negotiators:	Paul J. Philips, Executive Director James M. Casso, Agency Legal Counsel
Negotiating Parties:	Paul J. Philips, City Manager James M. Casso, City Attorney
Under Negotiation:	Price and terms

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- 7.10 Conference with real property negotiators pursuant to Government Code Section 54956.8:
- | | |
|----------------------|--|
| Property: | 17647 Gale Avenue, City of Industry, CA also known as Assessor Parcel Numbers 8264-012-923, 8624-013-913, 8624-013-914 |
| Agency Negotiators: | Paul J. Philips, Executive Director
James M. Casso, Agency Legal Counsel |
| Negotiating Parties: | Paul J. Philips, City Manager
James M. Casso, City Attorney |
| Price and terms | Price and terms |
- 7.11 Conference with real property negotiators pursuant to Government Code Section 54956.8:
- | | |
|----------------------|---|
| Property: | Southeast corner of Workman Mill Road and Crossroads Parkway North, also known as Assessor Parcel Number 8120-027-270 |
| Agency Negotiators: | Paul J. Philips, Executive Director
James M. Casso, Agency Legal Counsel |
| Negotiating Parties: | Paul J. Philips, City Manager
James M. Casso, City Attorney |
| Price and terms | Price and terms |

There were no public comments on the Closed Session item.

Mayor Radecki recessed the meeting into Closed Session at 9:42 a.m.

RECONVENE CITY COUNCIL MEETING

Mayor Radecki reconvened the meeting at 11:50 a.m. All members of the City Council were present.

City Attorney Casso reported out of Closed Session.

With regard to Closed Session items 7.1, 7.4, 7.5, 7.6, and 7.7, direction was given to the City Attorney's Office, no final action taken.

With regards to Item 7.2, direction was given to Council, no final action taken.

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With regards to Item 7.3, Council did not meet on this due to the item not being listed on the agenda properly.

With regards to Item 7.8, 7.10, and 7.11, direction was given to City Negotiators.

With regards to Item 7.9, a vote of 4-0 was taken, no final action taken.

Nothing further to report at this time.

ADJOURNMENT

There being no further business, the City Council adjourned at 11.53 a.m.

MARK D. RADECKI
MAYOR

DIANE M. SCHLICHTING
CITY CLERK

CITY COUNCIL

ITEM NO. 5.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering *TD*

DATE: July 11, 2019

SUBJECT: Consideration of a Professional Services Agreement with ORSA Consulting Engineers, Inc. for Electrical Design Services as part of the installation of a Modular Trailer at 150 Hudson Avenue in an amount not to exceed \$15,000.00

Background:

The Los Angeles County Sheriff's Department operates several Mental Evaluation Units ("MEU") in the County, including one in the City at 150 Hudson Avenue. The MEU in the City is in need of expanding its current operations. The City desires to provide a new 84 foot x 60 foot modular trailer for the Los Angeles County Sheriff's Department. This trailer will provide additional workspace adjacent to their current trailers and heliport pad. Furthermore, the City has plans to potentially add three more trailers in the future to meet long-term needs of the Sheriff's Department. Southern California Edison ("SCE") requires a new electrical power source to provide power for this trailer and three future trailers on this site.

Discussion:

In order to provide power to this trailer and future trailers, it is necessary to obtain design services for developing a load schedule to size the main electrical service panel to be located adjacent to the new trailer, layout the primary conduit and cable design from the SCE vault to a pad mount transformer pad on the project site and secondary conduits and cables from the pad mount transformer to the main service panel. The new transformer and main panel would be located near the south right-of-way of Stafford Street. Staff will then seek approval of the design from SCE.

The work also includes the design of the secondary conduits and cables from the main service electrical panel the new trailer, parking lot lights and security gates, and stub out conduits for potentially three new trailers in the future. The conduits and cables will be installed underground to provide power to the trailer. The consultant will coordinate the work with SCE and trailer manufacturers and prepare the drawings and bid package for the permit and construction.

ORSA submitted a proposal for the aforementioned work and quoted \$13,500.00 for these services. Staff found that amount to be in order and request to add another \$1,500.00 as contingency for a total amount not-to-exceed of \$15,000.00

Fiscal Impact:

This action if approved by the City Council would have a fiscal impact of \$15,000.00. The Site Plan for Sheriff Trailer project (Project No. CIP-FAC-19-049-B) is budgeted in the amount of \$2,100,000.00 in the FY 2019-20 Adopted CIP Budget approved by the City Council on June 13, 2019. The 2015 Sales Tax Bond Proceeds has been allocated to City Capital Improvements – Street Improvements – Planning, Survey, & Design (Account No. 120.702.5130). No additional appropriations are needed at this time.

Recommendation:

It is hereby recommended that the City Council approve the Professional Services Agreement with ORSA Consulting Engineers, Inc. in an amount not to exceed \$15,000.00.

Exhibit:

- A. Professional Services Agreement with ORSA Consulting Engineers, Inc. dated July 11, 2019

TH/JN/TD:jv

EXHIBIT A

Professional Services Agreement with ORSA Consulting Engineers, Inc. dated July 11,
2019

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of July 11, 2019 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and ORSA Consulting Engineers, Inc., corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 30, 2020, 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 electrical design 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 Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifteen Thousand Dollars (\$15,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as

practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

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

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

To Consultant: ORSA Consulting Engineers, Inc.
223 E. Imperial Highway #130
Fullerton, CA 92835
Attention: Misha Davoodian, Vice President

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of Industry

“CONSULTANT”
ORSA Consulting Engineers, Inc.

By: _____
Troy Helling, City Manager

By: _____
Misha Davoodian, Vice President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Scope of work involves the design of approximately 200 feet of 12,000-Volt (12-kV) underground primary conduit and cable design from the SCE Vault at Stafford Street to pad mount transformer pad, transformation to 120/208-Volt and secondary conduits and cable system to the main electrical service panel for approval of SCE. It also includes secondary conduits and cables from the main electrical service panel to all subpanels and loads such as an 84' x 60' modular trailers, on-site parking lot lighting, three automatic sliding security gates, and power to three future trailers at the current Sheriff Trailer site at 150 Hudson Avenue.

The complete breakdown of the scope of work is as below:

1. Review trailer plans.
2. Develop a load schedule with size of service panel to serve all future loads and to comply with all applicable city, county, and state and federal codes. Some of the loads include but not limited to: Ceiling lights, HVAC, computers, monitors, copy machines, microwave, frig, etc.
3. Power to source to three gate motors.
4. Work with SCE Service Planner for electric service connection by submitting the load schedule to size the main electrical service and final location of pad mount transformer, size and voltage, pad mount transformer and cable from low side of transformer to the main electrical service panel.
5. Coordinate the work with the trailer vendor on sub-panel and connections from subpanel to main service panels.
6. Prepare complete design and construction drawings including transformer pad, conduits and cables, main service panels and subpanels for each trailer as necessary for permitting from Los Angeles County and obtain permits.
7. Assistance in the bid package to go out for construction bids.

EXHIBIT B

RATE SCHEDULE

Principal Electrical Engineer, P.E.	\$175.00
Principal Civil/ Structural Engineer, P.E.	\$150.00
Senior Electrical Engineer, P.E.	\$122.00
Electrical Engineer	\$105.00
Senior Designer/Engineer	\$105.00
Designer/Drafting/Engineer	\$80.00
Administrator	\$60.00
Drawing Per Sheet	\$12.00
Mileage (per mile if applicable)	\$0.55

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 City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 5.4



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
Tapas Dutta, Senior Project Manager, CNC Engineering *TD*

DATE: July 11, 2019

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with Goss Engineering, Inc. for the EXPO Barn Facilities Lighting Upgrade Design and Specifications Services to extend the term of the Agreement through June 30, 2020 (CIP-EXPO-18-014-B)

Background:

On March 8, 2018, the City Council approved a Professional Services Agreement ("Agreement") with Goss Engineering, Inc. ("Goss"), to provide professional services to upgrade the Barn Lighting, both exterior and interior, at the Industry Hills Expo Center. The Agreement was approved for an amount not to exceed \$15,260 through March 8, 2019.

Discussion:

Goss provided the City with preliminary concepts. Subsequently, the City commenced participation in Southern California Edison's ("SCE") Municipal Program, which included the upgrading of interior lights at municipal facilities to LED, at substantially reduced costs. Goss's task was effectively put on hold during the SCE program. Goss's scope of upgrading the exterior lights at the Barns remains unchanged. Amendment 1 modifies Goss's scope by eliminating further design development of the interior lighting of the Barns. Because the Agreement with Goss ran through March 8, 2019, it is necessary to amend the Agreement to extend the term through June 30, 2020.

Fiscal Impact:

There is no fiscal impact associated with Amendment No. 1.

Recommendation:

Approve Amendment No. 1 to the Professional Services Agreement with Goss Engineering, Inc. to extend the Term through June 30, 2020.

Exhibit:

A. Amendment No. 1 with Goss Engineering, Inc. dated July 11, 2019

TH/JN/TD:jv

EXHIBIT A

Amendment No. 1 with Goss Engineering, Inc. dated July 11, 2019

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
GOSS ENGINEERING, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 11th day of July 2019, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and Goss Engineering, Inc. a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about March 8, 2018 the Agreement was entered into and executed between the City and Consultant to provide professional services to upgrade the barn lighting at the Industry Hills Expo Center; and

WHEREAS, given the City’s partnership with Southern California Edison on a lighting project, the barn lighting project was delayed, and it is therefore necessary to amend the Agreement to extend the Term of the Agreement to June 30, 2020, and to remove the barn interior lighting design from the Scope of Services; and

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

AMENDMENT

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

Section 1. Term

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

Exhibit A. Scope of Services

The Scope of Services is hereby revised to include the following:

The work set forth herein shall exclude any and all design development for the interior of the East and West Barns.

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

“CITY”
City of Industry

“CONSULTANT”
Goss Engineering, Inc.

By: _____
Troy Helling, City Manager

By: _____
Shaw Gentry, President

Attest:

By: _____
Julie Gutierrez-Robles, Deputy City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT A TO AMENDMENT NO. 1
AGREEMENT FOR CONSULTING SERVICES WITH GOSS ENGINEERING, INC.
DATED MARCH 8, 2018

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 8, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Goss Engineering, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 8, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifteen Thousand Two Hundred Sixty Dollars (\$15,260.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

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

Attention: City Manager

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

To Consultant:

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

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

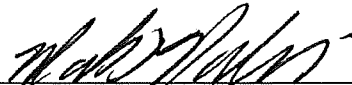
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

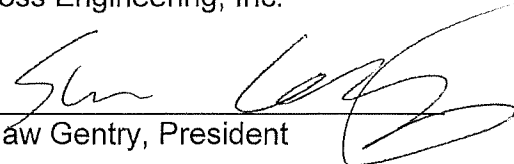
Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

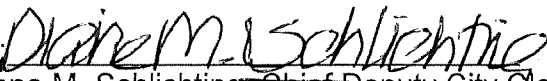
"CITY"
City of Industry

"CONSULTANT"
Goss Engineering, Inc.

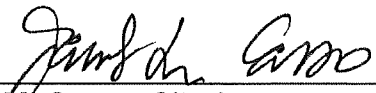
By: 
~~Raul X. Philip, City Manager~~
Mark D. Radecki, Mayor

By: 
Shaw Gentry, President

Attest:

By: 
Diane M. Schlichting, Chief Deputy City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

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

The Consultant will perform at a minimum:

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

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

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

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

EXHIBIT B

RATE SCHEDULE

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 5.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: July 11, 2019

SUBJECT: Consideration of an Engineering and Traffic Survey which includes Colima Road between Azusa Avenue and 400 feet east of Stoner Creek Road

Background:

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

On June 23, 2016, the City Council introduced Ordinance No. 794 and recommended: No change to the posted speed limit on 52 segments, lower the existing posted speed limit by 5 mph on 8 segments, increase the existing posted speed limit by 5 mph on 13 segments, and recommend 23 segments to be surveyed later as part of Phase 2 of the Engineering and Traffic Survey. Out of the remaining 23 segments, 13 segments were recommended to be resurveyed in order to confirm the speed limit. The remaining 10 segments were not surveyed as these segments are closer to existing construction projects that would skew the results.

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

On March 8, 2018, the City Council Introduced Ordinance No. 804 and recommended: No change to the posted speed limit in 19 locations, lower the existing posted speed limit by 5 mph at 7 locations, increase the existing speed limit by 5 mph at 15 locations, and recommend 6 locations to be surveyed later as Phase 3 of the Engineering and Traffic Survey.

The City Engineer determined the changes to be reasonable, safe, and appropriate for the orderly movement of traffic on City streets; and on March 22, 2018, City Council adopted Ordinance No. 804 approving the recommendations based on the 2017 Engineering and Traffic Survey.

On June 28, 2018, the City Council introduced Ordinance No. 805 and recommended: No change to the posted speed limit on 14 segments, lower the existing posted speed limit by 5 mph on 2 segments, and increase the existing posted speed limit by 5 mph on 11 segments.

The City Engineer determined the changes to be reasonable, safe, and appropriate for the orderly movement of traffic on City streets; and on July 12, 2018, City Council adopted Ordinance No. 805 approving the recommendations based on the 2018 Engineering and Traffic Survey.

On September 5 and 12, 2018, Los Angeles County conducted the Engineering and Traffic Survey on Colima Road between the City of Whittier boundary, south of Casino Drive and the City of Diamond Bar boundary, east of Tierra Luna in the County unincorporated areas of Hacienda Heights and Rowland Heights. The segment of Colima Road between Azusa Avenue and 400 feet east of Stoner Creek Road is jurisdictionally shared between the County and City of Industry. Pursuant to California Vehicle Code ("CVC"), Section 40802(c)(2)(B)(i), one of the criteria for the legal use of radar equipment on County roadways is that a current Engineering and Traffic Survey exists reflecting current conditions of the roadway. The Engineering and Traffic Survey must be updated every five, seven, and up to ten years in order to continue the use of radar speed enforcement. This study conducted by Los Angeles County Department of Public Works, provides a current engineering analysis of the traffic conditions on Colima Road and evaluates the appropriateness of the existing speed limit.

Discussion:

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

Los Angeles County reviewed the following statistical analysis factors as part of the Engineering and Traffic Survey.

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

The Engineering and Traffic Survey Sheets, presented in the Exhibit B, illustrated the results of a thorough evaluation of the available data and indicate a recommended speed limit for each of the street segments surveyed. Summary of Recommendations, on Page 6, indicates that based upon this Engineering and Traffic Survey:

- There is no change to the existing speed limits at the following location within the shared jurisdiction between County of Los Angeles and City of Industry.
 - Colima Road (Azusa Avenue to Fullerton Road)

Because there is no change to the existing speed limits on Colima Road, as set forth above, at this time it is not necessary to make any revisions to speed limits established in the City's Code. However, it is necessary to approve the Engineering and Traffic Survey to continue the use of radar speed enforcement on that stretch of road.

Fiscal Impact:

No fiscal impact at this time.

Recommendation:

- 1.) It is hereby recommended that the City Council approve the Engineering and Traffic Survey on Colima Road between 290 feet east of Azusa Avenue and 400 feet east of Stoner Creek Road, dated October 2, 2018.

Exhibit:

- A. Engineering and Traffic Survey Report on Colima Road between Azusa Avenue and 400 feet east of Stoner Creek Road, dated October 2, 2018 – prepared by Los Angeles County Department of Public Works

TH/JN/UJ:bb

EXHIBIT A

Engineering and Traffic Survey Report on Colima Road between Azusa Avenue and 400 feet east of Stoner Creek Road, dated October 2, 2018 – prepared by Los Angeles County Department of Public Works

[Attached]

October 2, 2018

**COLIMA ROAD
BETWEEN THE CITY OF WHITTIER BOUNDARY, SOUTH OF CASINO DRIVE AND
THE CITY OF DIAMOND BAR BOUNDARY, EAST OF TIERRA LUNA
ENGINEERING AND TRAFFIC SURVEY**

Background

This Engineering and Traffic Survey (E&TS) has been conducted to determine the appropriate speed limit for radar speed enforcement on Colima Road, between the City of Whittier boundary, south of Casino Drive and the City of Diamond Bar boundary, east of Tierra Luna in the County unincorporated areas of Hacienda Heights and Rowland Heights. Pursuant to California Vehicle Code (CVC), Section 40802, the legal use of radar or other devices that measure the speed of moving objects on roads other than local streets requires that a current E&TS exists reflecting the current conditions of the roadway. This E&TS must be updated every seven years in order to continue the use of radar speed enforcement, although the update could be postponed to ten years if a registered engineer determines that no significant changes in roadway or traffic conditions have occurred. This study provides a current engineering analysis of the traffic conditions on Colima Road and evaluates the appropriateness of the existing speed limit.

Limits of the Study

This E&TS was conducted on Colima Road, between the City of Whittier boundary, south of Casino Drive and the City of Diamond Bar boundary, east of Tierra Luna. This section of the roadway is under the jurisdiction of the County of Los Angeles, except for a 5,700 foot segment of Colima Road between a point 290 feet east of Azusa Avenue and a point 400 feet east of Stoner Creek Road, which is shared jurisdictionally with the City of Industry.

Existing Conditions

A. Type of Facility

Colima Road, between the City of Whittier boundary and Fullerton Road, is classified as a Principal Arterial. Between Fullerton Road and the City of Diamond Bar boundary, Colima Road is classified as a Minor Arterial. The classifications are identified on the Functional Classification System Maps on file with the Federal Highway Administration. Colima Road is classified by the Los Angeles County Highway Plan as a Major Highway. Therefore, an E&TS is required per the CVC.

B. Roadway Geometry and Improvements

Colima Road is striped for two lanes in each direction with left turn channelization for most of its extent. Through Rowland Heights, Colima Road, between Fullerton Road and Fairway Drive/Brea Canyon Cutoff Road, has three lanes in each direction. Most of Colima Road has raised concrete medians, although some segments of the roadway have two-way left turn lanes near commercial developments. No parking or stopping is allowed curbside anywhere on Colima Road. Curbside bike lanes exist between Allenton Avenue and Larkvane Road. Left turn treatments for the signalized intersections along Colima Road tend to be permissive-only at minor cross streets and protected-only at major streets.

C. Fronting Development

Most of Colima Road is fronted by non-fronting residential developments. Interspersed with the residential areas are several commercial districts, including the Puente Hills Mall. Royal Vista Golf Club occupies both sides of Colima Road on the east end of the corridor.

D. Traffic

Machine traffic counts were taken on Colima Road on September 11, 2018. The locations and average daily traffic volumes are shown below in vehicles per day.

Colima Road between the City of Whittier boundary and Fullerton Road

Location	Volume (vpd)
South of Camino Del Sur	43,079
East of Hacienda Boulevard	29,426
East of Allenton Avenue	32,368
West of Punta Del Este Drive	28,053
East of Halliburton Road	34,771
West of Manor Gate Road	34,875
West of Albatross Road	41,076
West of Stoner Creek Road	33,366
East of Larkvane Road	33,912
Average	34,547

Colima Road between Fullerton Road and the City of Diamond Bar boundary

Location	Volume (vpd)
West of Desire Avenue	33,457
West of Nogales Street	33,409
East of Otterbein Avenue	25,898
East of Ybarra Drive	20,042
East of Lake Canyon Drive	24,598
Average	27,481

E. Existing Speed Zone

The posted speed limit on Colima Road, between the City of Whittier boundary and Azusa Avenue is 50 mph; between Azusa Avenue and Otterbein Avenue is 40 mph; and between Otterbein Avenue and the City of Diamond Bar boundary is 45 mph.

F. Collision Rate

Collision information was compiled for Colima Road for the two-year period ending March 31, 2018. Based on the roadway characteristics, Colima Road between the City of Whittier boundary and Fullerton Road is considered an Urban Principal Arterial Street. Between Fullerton Road and the City of Diamond Bar boundary, Colima Road is considered an Urban Minor Arterial Street. The mid-block collision rates are shown below in comparison to the Countywide expected rate expressed in collisions per million vehicle miles (C/MVM).

Location	Actual C/MVM	Expected C/MVM
Between the City of Whittier boundary and Fullerton Road	1.33	1.15 ± 0.09
Between Fullerton Road and the City of Diamond Bar boundary	2.23	0.84 ± 0.27

G. Enforcement Jurisdiction

Enforcement of the CVC for this segment of Colima Road is under the jurisdiction of the Santa Fe Springs Office of the California Highway Patrol.

H. Speed Survey Data

Radar speed checks were taken on Colima Road on September 5, 2018, and September 12, 2018. A model MPH K-55 radar gun (Serial No. 45821) was used to conduct this speed check. The locations and findings are on the next page:

Colima Road between the City of Whittier boundary and Azusa Avenue

Location	Posted Speed Limit	85 th Percentile Speed	Pace Speed
South of Camino Del Sur	50 mph	44 mph	34 – 43
East of Hacienda Boulevard	50 mph	39 mph	30 – 39
East of Allenton Avenue	50 mph	50 mph	40 – 49
West of Punta Del Este Drive	50 mph	47 mph	36 – 45
East of Halliburton Road	50 mph	48 mph	36 – 45
West of Manor Gate Road	50 mph	47 mph	36 – 45
Average		46 mph	

Colima Road between Azusa Avenue and Fullerton Road

Location	Posted Speed Limit	85 th Percentile Speed	Pace Speed
West of Albatross Road	40 mph	39 mph	30 – 39
West of Stoner Creek Road	40 mph	41 mph	31 – 40
East of Larkvane Road	40 mph	42 mph	32 – 41
Average		41 mph	

Colima Road between Fullerton Road and Otterbein Avenue

Location	Posted Speed Limit	85 th Percentile Speed	Pace Speed
West of Desire Avenue	40 mph	45 mph	34 – 43
West of Nogales Street	40 mph	41 mph	29 – 38
Average		43 mph	

Colima Road between Otterbein Avenue and the City of Diamond Bar boundary

Location	Posted Speed Limit	85 th Percentile Speed	Pace Speed
East of Otterbein Avenue	45 mph	45 mph	31 – 40
East of Ybarra Drive	45 mph	42 mph	32 – 41
East of Lake Canyon Drive	45 mph	49 mph	40 – 49
Average		45 mph	

Conclusions and Recommendations

Colima Road

Between the City of Whittier boundary, south of Casino Drive and the City of Diamond Bar boundary, east of Tierra Luna

Colima Road is classified as a Principal Arterial between the City of Whittier boundary and Fullerton Road. There are two existing speed zones within this segment of Colima Road.

Colima Road between the City of Whittier boundary, south of Casino Drive and Azusa Avenue

The posted speed limit on Colima Road between the City of Whittier boundary and Azusa Avenue is 50 mph. The actual collision rate within the limits of this study is 1.33 C/MVM, which is higher than the Countywide expected rate of 1.15 ± 0.09 C/MVM. Radar speed checks taken in September 2018 revealed an average 85th percentile speed of 46 mph. The nearest 5 mph increment of the 85th percentile speed would be to round down to 45 mph. The land use along this segment consists of undeveloped land at the western limit and a mixture of commercial and non-fronting residential communities at the eastern limit with 2 wide lanes of travel in each direction. Considering that the existing posted speed limit is 50 mph and the average 85th percentile speed is 46 mph it is recommended that the speed limit on Colima Road between the City of Whittier boundary, south of Casino Drive and Azusa Avenue be lowered from 50 mph to 45 mph as shown in the table below.

Colima Road between Azusa Avenue and Fullerton Road

The posted speed limit on Colima Road between Azusa Avenue and Fullerton Road is 40 mph. The actual collision rate within the limits of this study is 1.33 C/MVM, which is higher than the Countywide expected rate of 1.15 ± 0.09 C/MVM. Radar speed checks taken in September 2018 revealed an average 85th percentile speed of 41 mph. The nearest 5 mph increment of the 85th percentile speed would be to round down to 40 mph. Therefore, it is recommended that the speed limit on Colima Road between Azusa Avenue and Fullerton Road remain posted at 40 mph.

Colima Road is classified as a Minor Arterial between Fullerton Road and the City of Diamond Bar boundary. There are two existing speed zones within this segment of Colima Road.

Colima Road between Fullerton Road and Otterbein Avenue

The posted speed limit on Colima Road between Fullerton Road and Otterbein Avenue is 40 mph. The actual collision rate within the limits of this study is 2.23 C/MVM, which is higher than the Countywide expected rate of 0.84 ± 0.27 C/MVM. Radar speed checks taken in September 2018 revealed an average 85th percentile speed of 45 mph.

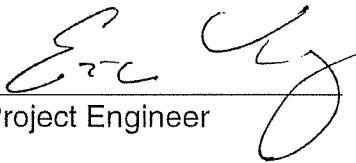
The nearest 5 mph increment of the 85th percentile speed would be to round up to 45 mph. The land use along this segment consists mainly of commercial developments with scattered non-fronting residential communities. Considering the average collision rate is higher than the Countywide expected rate, the high volume of in and out traffic from commercial developments, and given that CVC Section 21400(b) allows a local authority to round down speed limits as long as no further reduction is taken, it is recommended to round down the 85th percentile speed to 40 mph as shown in the table below.

Colima Road between Otterbein Avenue and the City of Diamond Bar boundary, East of Tierra Luna

The posted speed limit on Colima Road between Otterbein Avenue and the City of Diamond Bar boundary, East of Tierra Luna, is 45 mph. The actual collision rate within the limits of this study is 2.23 C/MVM, which is higher than the Countywide expected rate of 0.84 ± 0.27 C/MVM. Radar speed checks taken in September 2018 revealed an average 85th percentile speed of 45 mph. The nearest 5 mph increment of the 85th percentile speed would be to round up to 45 mph. Therefore, it is recommended that the speed limit on Colima Road between Otterbein Avenue and the City of Diamond Bar boundary, East of Tierra Luna, remain posted at 45 mph.

Summary of Recommendations	Existing	Proposed
Between the City of Whittier boundary and Azusa Avenue	50 mph	45 mph
Between Azusa Avenue and Fullerton Road	40 mph	40 mph
Between Fullerton Road and Otterbein Avenue	40 mph	40 mph
Between Otterbein Avenue and the City of Diamond Bar boundary	45 mph	45 mph




Project Engineer

10/2/2018
Date

City of Industry

Date


County Radar Coordinator

11/1/2018
Date

Colima Road
Engineering and Traffic Survey

E&TS Collision Rate

COLIMA ROAD between THE CITY OF WHITTIER BOUNDARY and FULLERTON ROAD

Approx. Length (Miles):	<u>5.00</u>
Total # Midblock Collisions:	<u>168</u>
Average Daily Volume:	<u>34,547</u>
Time (Years):	<u>2</u>

$$\text{Collision Rate} = \frac{\# \text{ midblock collisions} \times 10^6}{\text{Vol} \times \text{Time (years)} \times 365 \times \text{Length (miles)}}$$

$$\text{Collision Rate} = \frac{168 \times 10^6}{34,547 \times 2 \times 365 \times 5.00}$$

Collision Rate = 1.33 C/MVM

COLIMA ROAD between FULLERTON ROAD and THE CITY OF DIAMOND BAR BOUNDARY

Approx. Length (Miles):	<u>2.79</u>
Total # Midblock Collisions:	<u>125</u>
Average Daily Volume:	<u>27,481</u>
Time (Years):	<u>2</u>

$$\text{Collision Rate} = \frac{\# \text{ midblock collisions} \times 10^6}{\text{Vol} \times \text{Time (years)} \times 365 \times \text{Length (miles)}}$$

$$\text{Collision Rate} = \frac{125 \times 10^6}{27,481 \times 2 \times 365 \times 2.79}$$

Collision Rate = 2.23 C/MVM

ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM CITY OF WHITTIER BOUNDARY TO AVALO DRIVE

FRONTING DEVELOPMENT		D2	D5	D2	D5	D2	D5	D2
IMPROVED(SW, C & G)						P1		
PARKING RESTRICTIONS						P1		
MAP SYMBOLS								
PARKING RESTRICTIONS						P1		
IMPROVED(SW, C & G)						P1		
FRONTING DEVELOPMENT	D5	D2			D5		D2	
NO. LANES & MEDIAN					L4			
VERTICAL ALIGNMENT					DOWNHILL / UPHILL			
ROADWAY WIDTH					W3			
DISTANCE	0.65 MI (AS PART OF THE 7.74 MI OF ENTIRE ROUTE)							
AVERAGE DAILY TRAFFIC					43,079			
SPEED CHECK DATA (DATE & LOC.)					9/5/18, S/O CAMINO DEL SUR			
85TH PERCENTILE SPEED					44 MPH			
AVERAGE SPEED					38.9 MPH			
10 MILE PACE SPEED					34-43			
COLLISION DATA(2 YRS TO 03/31/18)								
TOTAL MIDBLOCK COLLISIONS					168			
NO. WITH SPEED VIOLATIONS					79			
PREDOMINATE TYPE					MID BLOCK REAR END			
HBD					3			
COLLISION RATE (C/MVM)					1.33			
COUNTY AVERAGE (C/MVM)					1.15 - 0.09			
REMARKS:	D2: NON-FRONTING RESIDENTIAL D5: OPEN SPACE/VACANT P1: FULLY IMPROVED L4: TWO LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME							
EXISTING SPEED LIMIT					50			
PROPOSED SPEED LIMIT					45			

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM AVALO DRIVE TO ALLENTON AVENUE

FRONTING DEVELOPMENT		D2	D3	P1	D2					
IMPROVED(SW, C & G)										
PARKING RESTRICTIONS				P1						
MAP SYMBOLS										
SCHOOL										
SIGNAL										
R1-1 STOP										
R2-1(SPEED) R2-1 SPEED LIMIT										
SR4-1(SPEED) SR4-1 SPEED LIMIT										
CROSSING GUARD & SIGNAL										
CROSSING GUARD										
SCHOOL CROSSWALK										
CROSSWALK										
SPEED BUMP										
PARKING RESTRICTIONS									P1	
FRONTING DEVELOPMENT						D2	D3		D2	
NO. LANES & MEDIAN						L4		L5		L4
VERTICAL ALIGNMENT	SLIGHTLY DOWNHILL/UPHILL									
ROADWAY WIDTH	W3									
DISTANCE	0.65 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)									
AVERAGE DAILY TRAFFIC	43,079		29,426							
SPEED CHECK DATA (DATE & LOC.)	9/5/18, S/O CAMINO DEL SUR		9/5/18, E/O HACIENDA BLVD							
85TH PERCENTILE SPEED	44 MPH		39 MPH							
AVERAGE SPEED	38.9 MPH		34.5 MPH							
10 MILE PACE SPEED	34.43		30.39							
COLLISION DATA(2 YRS TO 03/31/18)										
TOTAL MIDBLOCK COLLISIONS	168									
NO. WITH SPEED VIOLATIONS	79									
PREDOMINATE TYPE	MID BLOCK REAR END									
HBD	3									
COLLISION RATE (C/MVM)	1.33									
COUNTY AVERAGE (C/MVM)	1.15 ± 0.09									
REMARKS:	D2: NON-FRONTING RESIDENTIAL D3: CIRCULAR P1: FULLY IMPROVED L4: TWO LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN L5: EE THREE LANES/BB TWO LANES SEPARATED BY RAISED MEDIAN W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME									
EXISTING SPEED LIMIT	50									
PROPOSED SPEED LIMIT	45									

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM ALLENTON AVENUE TO PUNTA DEL ESTE DRIVE

FRONTING DEVELOPMENT		D2		D9		D2
IMPROVED(SW, C & G)				F1		
PARKING RESTRICTIONS				P1		
MAP SYMBOLS						
PARKING RESTRICTIONS				P1		
FRONTING DEVELOPMENT				D2		D3
NO. LANES & MEDIAN				L7		
VERTICAL ALIGNMENT		DOWNHILL / UPHILL		SLIGHTLY DOWNHILL / UPHILL		
ROADWAY WIDTH				W3		
DISTANCE				0.80 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)		
AVERAGE DAILY TRAFFIC			32,368			28,053
SPEED CHECK DATA (DATE & LOC.)			9/5/18, I/O ALLENTON AVI			9/5/18, W/O PUNTA DEL ESTE DR
85TH PERCENTILE SPEED			50 MPH			47 MPH
AVERAGE SPEED			45.3 MPH			41.9 MPH
10 MILE PACE SPEED			40.49			36.45
COLLISION DATA(2 YRS TO 03/31/18)						
TOTAL MIDBLOCK COLLISIONS				168		
NO. WITH SPEED VIOLATIONS				79		
PREDOMINATE TYPE				MID BLOCK REAR END		
HBD				3		
COLLISION RATE (C/MVM)				1.33		
COUNTY AVERAGE (C/MVM)				1.15 + 0.09		
REMARKS:	D2: NON-FRONTING RESIDENTIAL D3: COMMERCIAL D9: INSTITUTIONAL F1: FULLY IMPROVED L7: TWO LANES AND ONE BIKE LANE IN EACH DIRECTION SEPARATED BY RAISED MEDIAN W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME					
EXISTING SPEED LIMIT				50		
PROPOSED SPEED LIMIT				45		

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM PUNTA DEL ESTE DRIVE TO COUNTRYWOOD AVENUE

FRONTING DEVELOPMENT	D3	D2	D8		D2
IMPROVED(SW, C & G)					F1
PARKING RESTRICTIONS					P1
<p>MAP SYMBOLS</p> <ul style="list-style-type: none"> SCHOOL SIGNAL R1-1 STOP R2-1(SPEED) R2-1 SPEED LIMIT SR4-1(SPEED) SR4-1 SPEED LIMIT CROSSING GUARD & SIGNAL CROSSING GUARD SCHOOL CROSSWALK CROSSWALK SPEED BUMP 					
PARKING RESTRICTIONS					P1
IMPROVED(SW, C & G)					F1
FRONTING DEVELOPMENT		D2	D8	D2	D11
NO. LANES & MEDIAN				L7	D2
VERTICAL ALIGNMENT		DOWNHILL/UPHILL		OVERALL MOSTLY FLAT	
ROADWAY WIDTH				W3	
DISTANCE		0.80 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)			
AVERAGE DAILY TRAFFIC		28,053		34,771	
SPEED CHECK DATA (DATE & LOC.)		9/5/18, W/O PUNTA DEL ESTE DR		9/5/18, E/O HALLIBURTON RD	
85TH PERCENTILE SPEED		47 MPH		48 MPH	
AVERAGE SPEED		41.9 MPH		42.5 MPH	
10 MILE PACE SPEED		36'45"		36'45"	
COLLISION DATA(2 YRS TO 03/31/18)					
TOTAL MIDBLOCK COLLISIONS		168			
NO. WITH SPEED VIOLATIONS		79			
PREDOMINATE TYPE		MID BLOCK REAR END			
HBD		3			
COLLISION RATE (C/MVM)		1.33			
COUNTY AVERAGE (C/MVM)		1.15 / 0.09			
REMARKS:					
<p>D2: NON-FRONTING RESIDENTIAL D3: COMMERCIAL D8: AGRICULTURAL D11: SEMI-PUBLIC F1: FULLY IMPROVED L7: TWO LANES AND ONE BIKE LANE IN EACH DIRECTION SEPARATED BY RAISED MEDIAN P1: NO STOPPING ANY TIME W3: CURB TO CURB 84'</p>					
EXISTING SPEED LIMIT		50			
PROPOSED SPEED LIMIT		45			

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM COUNTRYWOOD AVENUE TO AZUSA AVENUE

FRONTING DEVELOPMENT		D2	D11	D2	D3					
IMPROVED(SW, C & G)				F1						
PARKING RESTRICTIONS				P1						
MAP SYMBOLS										
SCHOOL										
SIGNAL										
R1-1 STOP										
R2-1(SPEED) R2-1 SPEED LIMIT										
SR4-1(SPEED) SR4-1 SPEED LIMIT										
CROSSING GUARD & SIGNAL										
CROSSING GUARD										
SCHOOL CROSSWALK										
CROSSWALK										
SPEED BUMP										
PARKING RESTRICTIONS									P1	
IMPROVED(SW, C & G)									F1	
FRONTING DEVELOPMENT							D2			D3
NO. LANES & MEDIAN				L7	L4					
VERTICAL ALIGNMENT		OVERALL MOSTLY FLAT								
ROADWAY WIDTH		W3								
DISTANCE		0.58 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)								
AVERAGE DAILY TRAFFIC		34,771		34,875						
SPEED CHECK DATA (DATE & LOC.)		9/5/18, E/O HAY BURTON RD		9/5/18, W/O MANOR GATE RD						
85TH PERCENTILE SPEED		48 MPH		47 MPH						
AVERAGE SPEED		42.5 MPH		42 MPH						
10 MILE PACE SPEED		36-45		36-45						
COLLISION DATA(2 YRS TO 03/31/18)										
TOTAL MIDBLOCK COLLISIONS		168								
NO. WITH SPEED VIOLATIONS		79								
PREDOMINATE TYPE		MID BLOCK REAR END								
HBD		3								
COLLISION RATE (C/MVM)		1.33								
COUNTY AVERAGE (C/MVM)		1.15 + 0.09								
REMARKS:	D2: NON-FRONTING RESIDENTIAL D3: COMMERCIAL D11: SEMI-PUBLIC F1: FULLY IMPROVED L4: TWO LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN L7: TWO LANES AND ONE BIKE LANE IN EACH DIRECTION SEPARATED BY RAISED MEDIAN W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME									
EXISTING SPEED LIMIT		50								
PROPOSED SPEED LIMIT		45								

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM AZUSA AVENUE TO WALNUT HALL ROAD

FRONTING DEVELOPMENT		D3
IMPROVED(SW, C & G)		F1
PARKING RESTRICTIONS		RC
MAP SYMBOLS		
<ul style="list-style-type: none"> SCHOOL SIGNAL R1-1 STOP R2-1(SPEED) R2-1 SPEED LIMIT SR4-1(SPEED) SR4-1 SPEED LIMIT CROSSING GUARD & SIGNAL CROSSING GUARD SCHOOL CROSSWALK CROSSWALK SPEED BUMP 		
PARKING RESTRICTIONS		P1
FRONTING DEVELOPMENT		F1
NO. LANES & MEDIAN	D12 14	D3 17
VERTICAL ALIGNMENT	OVERALL MOSTLY FLAT	
ROADWAY WIDTH	W3	
DISTANCE	0.80 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)	
AVERAGE DAILY TRAFFIC	34,875	41,076
SPEED CHECK DATA (DATE & LOC.)	9/5/18, W/O MANOR GATE RD	9/5/18, W/O ALBATROSS RD
85TH PERCENTILE SPEED	47 MPH	39 MPH
AVERAGE SPEED	42 MPH	36 MPH
10 MILE PACE SPEED	36.45	30.39
COLLISION DATA(2 YRS TO 03/31/18)		
TOTAL MIDBLOCK COLLISIONS	168	
NO. WITH SPEED VIOLATIONS	79	
PREDOMINATE TYPE	MID BLOCK REAR END	
HBD	3	
COLLISION RATE (C/MVM)	1.33	
COUNTY AVERAGE (C/MVM)	1.15 + 0.09	
REMARKS:	D2: NON-FRONTING RESIDENTIAL D3: CONCRETE D12: RECREATIONAL F1: FULLY IMPROVED L4: TWO LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN L7: TWO LANES AND ONE BIKE LANE IN EACH DIRECTION SEPARATED BY RAISED MEDIAN W3: CURB TO CURB 84' B1: NO STOPPING ANY TIME RC: RED CURB	
EXISTING SPEED LIMIT	40	
PROPOSED SPEED LIMIT	40	

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM WALNUT HALL ROAD TO BATSON AVENUE

FRONTING DEVELOPMENT	D3	D5	D2	D3
IMPROVED(SW, C & G)			F1	
PARKING RESTRICTIONS	RC		P1	
MAP SYMBOLS				
PARKING RESTRICTIONS			P1	
IMPROVED(SW, C & G)			F1	
FRONTING DEVELOPMENT	D2	D3	F1	D2
NO. LANES & MEDIAN	1,7		1,8	1,9
VERTICAL ALIGNMENT	DOWNHILL / UPHILL		OVERALL MOSTLY FLAT	
ROADWAY WIDTH	W10			
DISTANCE	0.82 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)			
AVERAGE DAILY TRAFFIC	41,076	33,366	33,912	
SPEED CHECK DATA (DATE & LOC.)	9/5/18, W/O AT BATROSS RD	9/5/18, W/O STONER CREEK RD	9/5/18, E/O LARKVANE RD	
85TH PERCENTILE SPEED	39 MPH	41 MPH	42 MPH	
AVERAGE SPEED	36 MPH	37.5 MPH	37.6 MPH	
10 MILE PACE SPEED	30.39	31.40	32.41	
COLLISION DATA(2 YRS TO 03/31/18)				
TOTAL MIDBLOCK COLLISIONS		168		125
NO. WITH SPEED VIOLATIONS		79		27
PREDOMINATE TYPE		MID BLOCK REAR END		MID BLOCK SIDE SWIPE
HBD		3		7
COLLISION RATE (C/MVM)		1.33		2.23
COUNTY AVERAGE (C/MVM)		1.15	0.09	0.84
REMARKS:	D2: NON-FRONTING RESIDENTIAL D3: COMMERCIAL D5: OPEN SPACE/VACANT F1: FULLY IMPROVED L7: TWO LANES AND ONE BIKE LANE IN EACH DIRECTION SEPARATED BY RAISED MEDIAN L8: EB THREE LANES/WB TWO LANES SEPARATED BY RAISED MEDIAN L9: EB THREE LANES/WB TWO LANES SEPARATED BY PAINTED MEDIAN L10: THREE LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN W10: CURB TO CURB 32' P1: NO STOPPING ANY TIME RC: RED CURB			
EXISTING SPEED LIMIT		40		
PROPOSED SPEED LIMIT		40		

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ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM BATSON AVENUE TO PASO REAL AVENUE

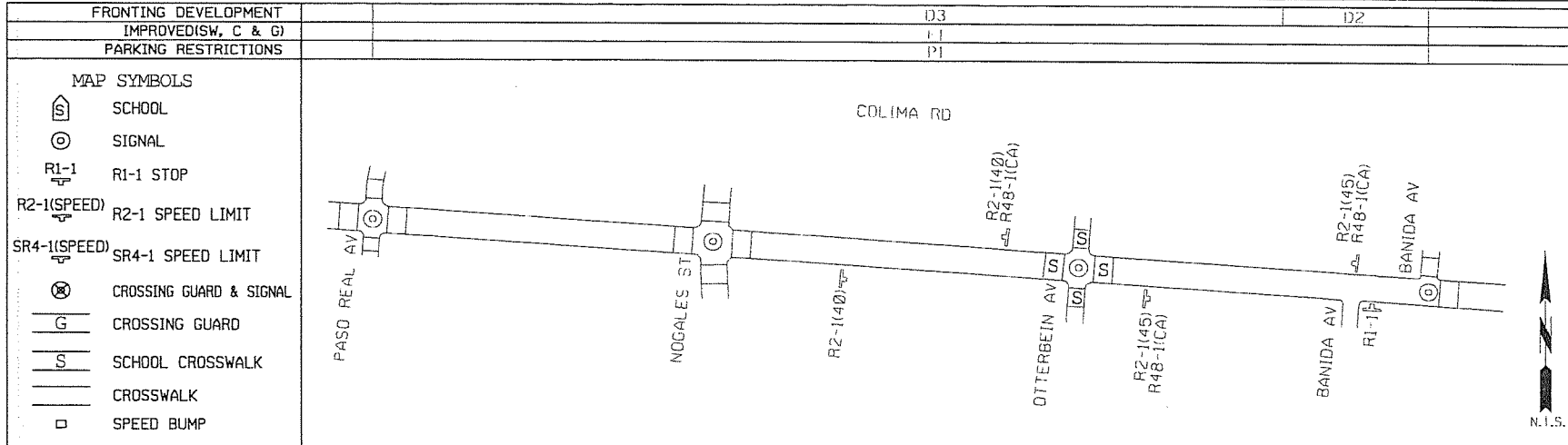
FRONTING DEVELOPMENT		D3		D2		D3
IMPROVED(SW, C & G)						P1
PARKING RESTRICTIONS						P1
MAP SYMBOLS						
PARKING RESTRICTIONS						P1
IMPROVED(SW, C & G)						P1
FRONTING DEVELOPMENT		D3		D2		D3
NO. LANES & MEDIAN					L10	
VERTICAL ALIGNMENT					OVERALL MOSTLY FLAT	
ROADWAY WIDTH					W3	
DISTANCE		0.60 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)				
AVERAGE DAILY TRAFFIC		33,912		33,457		
SPEED CHECK DATA (DATE & LOC.)		9/5/18, 1/0 LARKYANE RD		9/5/18, W/O OLSIRE AVE		
85TH PERCENTILE SPEED		42 MPH		45 MPH		
AVERAGE SPEED		37.6 MPH		39.2 MPH		
10 MILE PACE SPEED		32.41		34.43		
COLLISION DATA(2 YRS TO 03/31/18)						
TOTAL MIDBLOCK COLLISIONS		125				
NO. WITH SPEED VIOLATIONS		27				
PREDOMINATE TYPE		MID BLOCK SIDE SWIPE				
HBD		7				
COLLISION RATE (C/MVM)		2.23				
COUNTY AVERAGE (C/MVM)		0.84 + 0.27				
REMARKS:	D2: NON-FRONTING RESIDENTIAL D3: COMMERICAL P1: FULLY IMPROVED L10: THREE LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME					
EXISTING SPEED LIMIT		40				
PROPOSED SPEED LIMIT		40				

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ENGINEERING AND TRAFFIC SURVEY

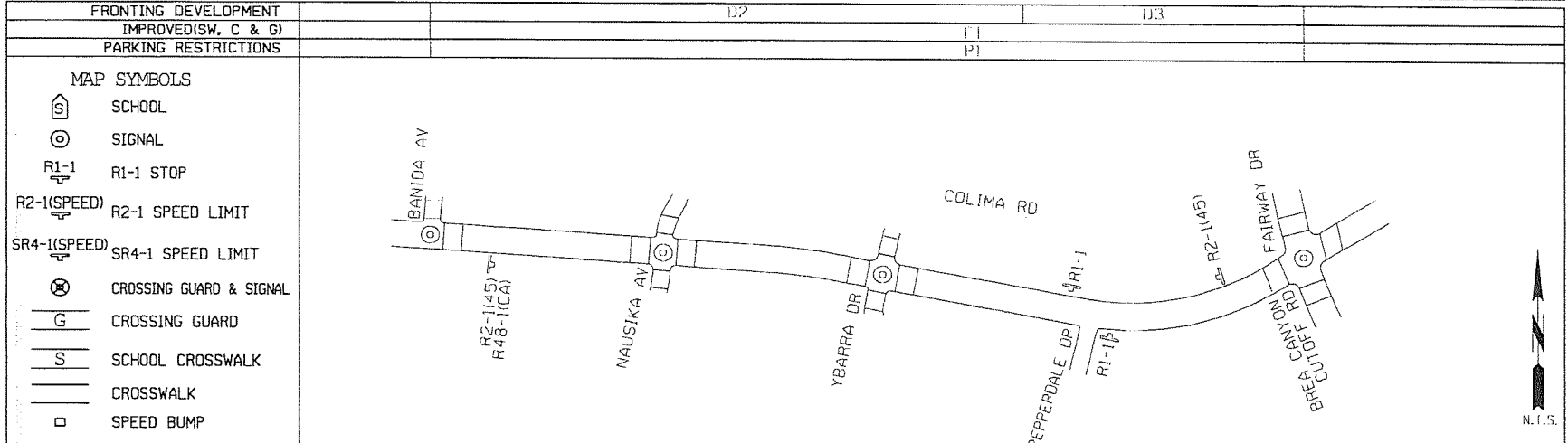
STREET COLIMA ROAD FROM PASO REAL AVENUE TO BANIDA AVENUE



FRONTING DEVELOPMENT			D3					D2
IMPROVED(SW, C & G)								
PARKING RESTRICTIONS								
<p>MAP SYMBOLS</p> <ul style="list-style-type: none"> SCHOOL SIGNAL R1-1 STOP R2-1(SPEED) R2-1 SPEED LIMIT SR4-1(SPEED) SR4-1 SPEED LIMIT CROSSING GUARD & SIGNAL CROSSING GUARD SCHOOL CROSSWALK CROSSWALK SPEED BUMP 								
PARKING RESTRICTIONS								P1
FRONTING DEVELOPMENT		D2	D3	D2	D11	D3		D2
NO. LANES & MEDIAN		110		116		110		116
VERTICAL ALIGNMENT				OVERALL MOSTLY FLAT				SLIGHTLY DOWNHILL/UPHILL
ROADWAY WIDTH				W3				
DISTANCE		0.75 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)						
AVERAGE DAILY TRAFFIC		33,457		33,409				25,898
SPEED CHECK DATA (DATE & LOC.)		9/5/18, W/O DESIRE AVE		9/5/18, W/O NOGALLS ST				9/5/18, [W/O OTTERBEIN ST]
85TH PERCENTILE SPEED		45 MPH		41 MPH				45 MPH
AVERAGE SPEED		39.2 MPH		34.7 MPH				38.4 MPH
10 MILE PACE SPEED		34.43		29.38				31.40
COLLISION DATA(2 YRS TO 03/31/18)								
TOTAL MIDBLOCK COLLISIONS				125				
NO. WITH SPEED VIOLATIONS				27				
PREDOMINATE TYPE				MID BLOCK SIDE SWIPE				
HBD				/				
COLLISION RATE (C/MVM)				2.23				
COUNTY AVERAGE (C/MVM)				0.84 ± 0.27				
REMARKS:								
<p>D2: NON-FRONTING RESIDENTIAL D3: COMMERCIAL D11: SEMI-PUBLIC P1: FULLY IMPROVED L10: THREE LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN L16: THREE LANES IN EACH DIRECTION SEPARATED BY TWO-WAY LEFT TURN LANE W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME</p>								
EXISTING SPEED LIMIT				40				45
PROPOSED SPEED LIMIT				40				40

ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM BANIDA AVENUE TO FAIRWAY DRIVE/BREA CANYON CUTOFF



FRONTING DEVELOPMENT				
IMPROVED(SW, C & G)				
PARKING RESTRICTIONS				
PARKING RESTRICTIONS				
FRONTING DEVELOPMENT	D2	D11	D2	D3
NO. LANES & MEDIAN			116	110
VERTICAL ALIGNMENT	SLIGHTLY DOWNHILL/UPHILL		OVERALL MOSTLY FLAT	
ROADWAY WIDTH	W3			
DISTANCE	0.62 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)			

AVERAGE DAILY TRAFFIC	25,878	20,042
SPEED CHECK DATA (DATE & LOC.)	9/5/18, I/O OLLERBIN ST	9/5/18, I/O YBARRA ST
85TH PERCENTILE SPEED	45 MPH	42 MPH
AVERAGE SPEED	38.4 MPH	37.5 MPH
10 MILE PACE SPEED	31.40	32.41

COLLISION DATA(2 YRS TO 03/31/18)	
TOTAL MIDBLOCK COLLISIONS	125
NO. WITH SPEED VIOLATIONS	27
PREDOMINATE TYPE	MID BLOCK SIDE SWIPL
HBD	/
COLLISION RATE (C/MVM)	2.23
COUNTY AVERAGE (C/MVM)	0.84 - 0.27

REMARKS: D2: NON-FRONTING RESIDENTIAL
 D3: COMMERICAL
 D11: SEMI-PUBLIC
 FI: FULLY IMPROVED
 L10: THREE LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN
 L16: THREE LANES IN EACH DIRECTION SEPARATED BY TWO-WAY LEFT TURN LANE
 W3: CURB TO CURB 84'
 P1: NO STOPPING ANY TIME

EXISTING SPEED LIMIT	45
PROPOSED SPEED LIMIT	40

ENGINEERING AND TRAFFIC SURVEY

STREET COLIMA ROAD FROM FAIRWAY DRIVE/BREA CANYON CUTOFF TO CITY OF DIAMOND BAR BOUNDARY

FRONTING DEVELOPMENT	D3	D2	D12	D2
IMPROVED(SW, C & G)			I1	
PARKING RESTRICTIONS			P1	
MAP SYMBOLS				
<ul style="list-style-type: none"> SCHOOL SIGNAL R1-1 STOP R2-1(SPEED) R2-1 SPEED LIMIT SR4-1(SPEED) SR4-1 SPEED LIMIT CROSSING GUARD & SIGNAL CROSSING GUARD SCHOOL CROSSWALK CROSSWALK SPEED BUMP 				
PARKING RESTRICTIONS			P1	
FRONTING DEVELOPMENT	D3	D2	D12	D2
NO. LANES & MEDIAN	110		117	
VERTICAL ALIGNMENT	OVERALL MOSTLY FLAT			
ROADWAY WIDTH	W3			
DISTANCE	0.72 MI (AS PART OF THE 7.79 MI OF ENTIRE ROUTE)			
AVERAGE DAILY TRAFFIC	20,042		24,598	
SPEED CHECK DATA (DATE & LOC.)	9/5/18, E/O YBARRA ST		9/5/18, E/O LAKE CANYON DR	
85TH PERCENTILE SPEED	42 MPH		49 MPH	
AVERAGE SPEED	37.5 MPH		44.3 MPH	
10 MILE PACE SPEED	32-41		40-49	
COLLISION DATA(2 YRS TO 03/31/18)				
TOTAL MIDBLOCK COLLISIONS	125			
NO. WITH SPEED VIOLATIONS	27			
PREDOMINATE TYPE	MID BLOCK SIDE SWIPE			
HBD	/			
COLLISION RATE (C/MVM)	2.23			
COUNTY AVERAGE (C/MVM)	0.84 - 0.27			
REMARKS:	D2: NON-FRONTING RESEIDENTIAL D3: COMMERCIAL D12: RECREATIONAL F1: FULLY IMPROVED L10: THREE LANES IN EACH DIRECTION SEPARATED BY RAISED MEDIAN L11: TWO LANES IN EACH DIRECTION SEPARATED BY PAINTED MEDIAN W3: CURB TO CURB 84' P1: NO STOPPING ANY TIME			
EXISTING SPEED LIMIT	45			
PROPOSED SPEED LIMIT	40			

ENGINEER: AXK DATE: 10/02/18
 DRAWN BY: LR

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PAGE 11 OF 11

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CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

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

DATE: July 11, 2019

SUBJECT: Consideration of Resolution No. CC 2019-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING FROM THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, INTEREST IN REAL PROPERTY FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT OF WAYS AND DEDICATIONS FOR EASEMENTS FOR STORM DRAIN, SANITARY SEWER, AND MAINTENANCE ACCESS ROAD PURPOSES AS SHOWN ON PARCEL MAP NO. 353, FOR THE INDUSTRY BUSINESS CENTER INDUSTRIAL PROJECT PROPERTY LOCATED ON THE WEST SIDE OF GRAND AVENUE, SOUTH OF THE UNION PACIFIC RAILROAD AND NORTH OF THE SR 57/60 FREEWAYS

Background:

The Successor Agency to the Industry Urban-Development Agency (“Agency”) is the owner of the property shown on Parcel Map No. 353 (“Map”). The Agency desires to grant interest in real property for all streets, highways and other public right of ways and dedicated easements for storm drain and sanitary sewer purposes as shown on the Map. The parcel map is fulfilling the Agency’s obligations in the lease with Industry East, LLC to construct all the infrastructure, streets, and mass grading for the Industry Business Center. This Map formally creates those streets. In addition, the Planning Commission held a public hearing at the January 8, 2019 regular meeting and approved resolution number PC 2019-01, which included the tentative parcel map and an addendum to the Industry Business Center Environmental Impact Report.

Discussion:

This Map creates multiple parcels and two new roadways. The new roads will be public roadways and must be accepted by the City Council. The new sewer and storm drains will be within the roadways except for two laterals located in a sloped area and one storm drain lateral that connects from a stormwater basin. Since these lines will not be within the roadway, an easement is required. The dedications shown on the Map must be accepted by the City Council. Pursuant to the requirements of Government Code Section

65402, the Planning Commission must determine whether the City's acquisition of the aforementioned streets, highways, rights of way and easements conforms to the City's General Plan. This determination will need to be made prior to the City's acquisition of the property.

Fiscal Impact:

This storm drain will be added to the City's storm drain network and the City is responsible for maintenance going forward. Storm drains need minimal maintenance under normal circumstances. In addition, the sewer line will be accepted into the Sewer Maintenance District managed by Los Angeles County. A portion of the property taxes will fund the costs. Finally, the streets will be owned and maintained by the City with help from the County Road Department just like any other city street along with the maintenance access roads.

Recommendation:

Staff recommends that the City Council adopt the resolution accepting the interest in real property for all streets, highways and other public right of ways and the easements for storm drain, sanitary sewer, and maintenance access road purposes and have the Map signed and sealed by the Deputy City Clerk, as proof of the City's acceptance.

Exhibits:

- A. Resolution No. CC 2019-30
- B. Parcel Map No. 353 Sheets 1-30

TH/JN/MH:jv

EXHIBIT A

Resolution No. CC 2019-30

[Attached]

RESOLUTION NO. CC 2019-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, ACCEPTING FROM THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, INTEREST IN REAL PROPERTY FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT OF WAYS, AND DEDICATIONS FOR EASEMENTS FOR STORM DRAIN, SANITARY SEWER AND MAINTENANCE ACCESS ROAD PURPOSES, AS SHOWN ON PARCEL MAP NO. 353, FOR THE INDUSTRY BUSINESS CENTER INDUSTRIAL PROJECT PROPERTY, LOCATED ON THE WEST SIDE OF GRAND AVENUE, SOUTH OF THE UNION PACIFIC RAILROAD AND NORTH OF THE SR 57/60 FREEWAYS

WHEREAS, the Successor Agency to the Industry Urban-Development Agency (“Agency”) desires to grant fee simple interest in real property for all streets, highways and other public right of ways within the Parcel Map boundary and dedicate easements for storm drain, sanitary sewer, and maintenance access road purposes, as set forth on Parcel Map No. 353, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the public necessity requires the dedication of easements for storm drain, sanitary sewer, maintenance access road and highway purposes at the property; and

WHEREAS, pursuant to Government Code Section 7050, the City Council may accept the interest in real property for all streets, highways and other public right of ways and easements for storm drain, sanitary sewer and maintenance access road purposes; and

WHEREAS, pursuant to the provisions of Government Code Section 65402, prior to acquiring real property for a public purpose, the City’s Planning Commission is required to make a finding regarding conformity with the City’s General Plan; and

WHEREAS, prior to the City’s acquisition of the aforementioned property, the City’s Planning Commission shall make a finding in accordance with Government Code Section 65402; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

SECTION 2. The City Council hereby directs that the City’s Planning Commission make a determination regarding conformity with the City’s General Plan,

prior to the City's acquisition of the aforementioned property, consistent with the provisions of Government Code Section 65402.

SECTION 3. Subject to the Planning Commission's findings set forth in Section 2 herein, the City Council hereby accepts on behalf of the public, the interest in real property for all streets, highways and other public right of ways and easements for storm drain, sanitary sewer and maintenance access road purposes dedicated by the Agency as described in Exhibit "A".

SECTION 3. The City Clerk is directed to affix a certificate to the deed attesting to the adoption of this resolution and record the deed with the Los Angeles County Recorder.

SECTION 4. The provisions of this resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on July 11, 2019 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Cory Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk

EXHIBIT B

Parcel Map No. 353 Sheets 1-30

[Attached]

8 NUMBERED PARCELS
10 LETTERED PARCELS
GROSS AREA=341.60 ACRES
NET AREA=310.99 ACRES

PARCEL MAP NO. 353

SHEET 1 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCELS "I" AND "J" OF PARCEL MAP NO. 352 FILED IN BOOK 401, PAGES 29 THROUGH 48 INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CARLOS UREÑA
PBLA ENGINEERING, INC. LS 8234

DRAFT SET
2019-06-27
NOT FOR RECORDATION

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR ARE INTERESTED IN THE LANDS WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEDICATE IN FEE SIMPLE TO THE CITY OF INDUSTRY ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, AND HEREBY DEDICATE TO THE CITY OF INDUSTRY VARIABLE WIDTH ACCESS ROAD EASEMENTS, A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP TOGETHER WITH ALL USES INCIDENTAL THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY, A PUBLIC BODY, CORPORATE AND PUBLIC, AS OWNER.

BY: _____ TITLE: _____

OWNER'S NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS
ON _____, 2018, BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

(PRINTED NAME) _____ (SIGNATURE) _____

MY COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(3)(C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF SUSAN HUNTER FERRY HAAS, JAMES HUNTER, HOWARD R. HUNTER, GEORGE C. WHEELER, UNIVERSITY OF REDLANDS, A CORPORATION, LOUISE CURRIER BAUSKY, GEORGE CURRIER WHEELER, JOSE MAY NORTON, CURRIER CARLTON HOLMAN, MARGUERITE HOLMAN, HOLDER OF MINERAL RIGHTS, BY DOCUMENTS RECORDED IN FEBRUARY 10, 1955 IN BOOK 46873, PAGE 49 AND FEBRUARY 10, 1955 IN BOOK 46873 PAGE 70, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF ISAAC NEWTON KRAUSHAAR, WHO ACQUIRED TITLE AS ISAAC N. KRAUSHAAR AND BETH LUCILE KRAUSHAAR, WHO ACQUIRED TITLE AS BETH L. KRAUSHAAR, TIMOTHY YALE KRAUSHAAR, BRUCE CLIFFORD KRAUSHAAR AND NICHOLAS NEWTON KRAUSHAAR, AS CO-TRUSTEES UNDER TRUST AGREEMENT, DATED DECEMBER 28, 1979, HOLDER OF MINERAL RIGHTS, BY DOCUMENTS AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK 04118, PAGE 608 AND MARCH 7, 1980 AS INSTRUMENT NO. 80-233148, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF UPLAND INDUSTRIES CORPORATION, A NEBRASKA CORPORATION (SUCCESSOR IN INTEREST BY MERGER TO UPLAND INDUSTRIES CORPORATION, A UTAH CORPORATION), HOLDER OF MINERAL RIGHTS, BY DOCUMENT RECORDED DECEMBER 24, 1981 AS INSTRUMENT NO. 81-1260114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN DEVELOPMENT NO. 2, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF MINERAL RIGHTS BY DOCUMENT RECORDED OCTOBER 1, 1982 AS INSTRUMENT NO. 82-995494 OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF JOHN D. LUSK & SON, A CALIFORNIA CORPORATION, HOLDER OF MINERAL RIGHTS, BY DOCUMENTS RECORDED MARCH 22, 1983 AS INSTRUMENT NO. 83-311898 AND JULY 13, 1981 AS INSTRUMENT NO. 81-693009, BOTH OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURES OF THE FOLLOWING OWNERS OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (A)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY:

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED MAY 27, 1932 IN BOOK 11634, PAGE 114, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE AND SLOPES, BY DOCUMENT RECORDED JUNE 17, 1932 IN BOOK 11630, PAGE 222, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED FEBRUARY 16, 1950 IN BOOK 32293, PAGE 194, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4418, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR DRAINAGE, BY DOCUMENT RECORDED AUGUST 30, 1968 AS INSTRUMENT NO. 4419 IN BOOK 04118, PAGE 608, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY DRAINAGE, BY DOCUMENT RECORDED NOVEMBER 17, 1969 AS INSTRUMENT NO. 2961 IN BOOK 04557, PAGE 11, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED OCTOBER 14, 1975 AS INSTRUMENT NO. 4861 IN BOOK 0-6832, PAGE 23B, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SLOPE AND FLOOD HAZARD AREAS, BY DOCUMENT RECORDED IN PARCEL MAP NO. 8024 IN BOOK 99, PAGES 3 AND 4 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

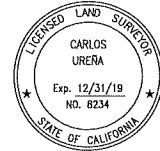
THE SIGNATURE(S) OF THE DIAMOND BAR DEVELOPMENT CORPORATION, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR SLOPES AND STORM DRAIN STRUCTURES, BY DOCUMENT RECORDED SEPTEMBER 7, 1982 AS INSTRUMENT NO. 82-908233, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

SIGNATURE OMISSIONS CONTINUE ON SHEET 2.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, A FORMER REDEVELOPMENT AGENCY OF THE CITY OF INDUSTRY AND THE STATE OF CALIFORNIA, AS OWNER. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITION WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND THAT SAID MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

CARLOS UREÑA DATE _____
L.S. NO. 8234
EXPIRATION DATE 12/31/19



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCE OF THE CITY OF INDUSTRY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CLEMENT N. CALVILLO, R.C.E. 27743 DATE _____
REG. EXPIRES: 3/31/2020
DEPUTY CITY ENGINEER, CITY OF INDUSTRY



CITY CLERK'S CERTIFICATE

I, JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, DO HEREBY CERTIFY THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF INDUSTRY AT A SPECIAL MEETING THEREOF HELD ON THE _____ DAY OF _____, 2018, AND THAT THEREUPON SAID CITY COUNCIL, DID BY AN ORDER DULY PASSED AND ENTERED, APPROVED SAID MAP AND ACCEPT ON BEHALF OF THE CITY OF INDUSTRY THE INTEREST IN REAL PROPERTY CONVEYED HEREIN FOR ALL STREETS, HIGHWAYS AND OTHER PUBLIC RIGHT-OF-WAYS, A VARIABLE WIDTH STORM DRAIN EASEMENT AND A VARIABLE WIDTH SEWER EASEMENT, ALL AS SHOWN ON THE MAP.

DATED THIS _____ DAY OF _____, 2018.

JULIE GUTIERREZ-ROBLES, DEPUTY CITY CLERK, CITY OF INDUSTRY

TAX CLEARANCE CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DEPUTY DATED: _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF _____ HAS BEEN FILED WITH EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON THE MAP OF PARCEL MAP NO. 352 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY: _____ DEPUTY DATED: _____

8 NUMBERED PARCELS
10 LETTERED PARCELS
GROSS AREA=341.60 ACRES
NET AREA=310.99 ACRES

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 2 OF 30 SHEETS

CARLOS UREÑA LS 8234
PBLA ENGINEERING, INC.

SIGNATURE OMISSIONS (CONTINUED FROM SHEET 1):

THE SIGNATURE(S) OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITICAL HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-109399, OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY. EASEMENT WAS TRANSFERRED BY DOCUMENT RECORDED NOVEMBER 26, 1983 AS INSTRUMENT NO. 83-1398887, OFFICIAL RECORDS LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR STORM DRAIN, BY DOCUMENT RECORDED OCTOBER 29, 1982 AS INSTRUMENT NO. 82-109399, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE CITY OF INDUSTRY, HOLDER OF AN EASEMENT FOR COVERED STREET, HIGHWAYS, STORM DRAIN, DEBRIS BASIN, APPURTENANT STRUCTURES, PUBLIC UTILITY AND INGRESS AND EGRESS, BY DOCUMENT RECORDED IN PARCEL MAP NO. 318 IN BOOK 308, PAGES B THROUGH 16 OF PARCEL MAPS, RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED DECEMBER 11, 2002 AS INSTRUMENT NO. 02-3033770, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 9, 2015 AS INSTRUMENT NO. 20150333777, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF THE STATE OF CALIFORNIA, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY INGRESS AND EGRESS, BY DOCUMENT RECORDED APRIL 24, 2015 AS INSTRUMENT NO. 20150465636 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MAY 26, 2015 AS INSTRUMENT NO. 20150607488, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED AUGUST 19, 2015 AS INSTRUMENT NO. 20151018002, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES, BY DOCUMENT RECORDED MARCH 11, 2016 AS INSTRUMENT NO. 20160268822, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

THE SIGNATURE(S) OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, HOLDER OF AN EASEMENT FOR SEWER LINE, BY DOCUMENT RECORDED AUGUST 15, 1973 AS INSTRUMENT NO. 4196, OFFICIAL RECORDS OF LOS ANGELES COUNTY.

RECORD REFERENCES

- R1 PARCEL MAP NO. 352, PWB 401/28-48
- R2 PARCEL MAP NO. 8024, PWB 99/3-4
- R3 RS 174/1-3
- R4 PARCEL MAP NO. 318, PWB 308/9-16
- R5 PWB 1233/61D
- R6 RS 76/51-56
- R7 RS 276/28-28
- R8 RS 238/87-89
- R9 INST. NO. 02-1136863, O.R., DATED 5/16/2002
- R10 INST. NO. 2015-0393777, O.R., DATED 4/9/2015
- R11 INST. NO. 2016-0256778, O.R., DATED 3/9/2016
- R12 TRACT MAP NO. 33069, MB 924/1-7
- R13 TRACT MAP NO. 42173, MB 1055/56-57
- R14 TRACT MAP NO. 39833, MB 1035/38-41
- R15 LLA 68, INST. NO. 06-1558660, O.R., REC. 7-14-2006
- R16 RS 225/98
- R17 PWB 1133/602
- R18 CITY OF INDUSTRY CENTERLINE TIES L83
- R19 PWB 1233/57A
- R20 RS 161/87-91

EASEMENT NOTES

- ① SCE PUBLIC UTILITIES EASEMENT, REC 8/30/68, INST. NO. 4418, O.R.
- ② STATE OF CALIFORNIA DRAINAGE EASEMENT, REC. 8/30/68, BK D4118, PG 608 & REC. 11/17/69, INSTR. 2961, BK D4557, PG 11, O.R.
- ③ COUNTY OF LOS ANGELES PUBLIC STREET & HIGHWAY IRREVOCABLE OFFER OF DEDICATION, REC 9/18/70, INST. NO. 3389, O.R.
- ④ LOS ANGELES COUNTY SANITATION DISTRICT NO. 21 SEWER EASEMENT, REC 7/17/72, BK D-5534, PG 531, O.R.
- ⑤ LOS ANGELES COUNTY TEMP CONSTRUCTION EASEMENT, REC 7/11/72, BK D-5534, PG 531, O.R.
- ⑥ COUNTY OF LOS ANGELES SLOPE EASEMENT, SHOWN ON PARCEL MAP NO. 8024, BK 99, PG 3-4
- ⑦ DIAMOND BAR DEVELOPMENT CORP SLOPE & STORM DRAIN EASEMENT, REC 9/7/82, INST. NO. 82-908233, O.R.
- ⑧ COUNTY OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STORM DRAIN EASEMENT, REC 10/19/82, INST. NO. 82-1093989, O.R. AND 11/29/83, INST. NO. 83-1398887, O.R.
- ⑩ COUNTY OF LOS ANGELES STORM DRAIN EASEMENT, REC 10/29/82, INST. NO. 82-1093994, O.R.
- ⑪ CITY OF INDUSTRY STREET EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑬ CITY OF INDUSTRY PUB UTILITY EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑮ CITY OF INDUSTRY STREET WIDENING EASEMENT, SHOWN ON PARCEL MAP NO. 318, BK 308, PG 8-16
- ⑯ CITY OF INDUSTRY PUBLIC ROAD EASEMENT, REC 8/9/88, INST. NO. 88-1246248, O.R.
- ⑰ SCE PUBLIC UTILITIES EASEMENT, REC 12/11/2002, INST. NO. 02-3033770, O.R.
- ⑱ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/9/2015, INST. NO. 20150393777, O.R.
- ⑳ STATE OF CALIFORNIA PUBLIC HWY INGRESS/EGRESS EASEMENT, REC 4/24/2015, INST. NO. 20150465636, O.R.
- ㉑ SCE PUBLIC UTILITIES EASEMENT, REC 5/26/2015, INST. NO. 20150607488, O.R.
- ㉒ SCE PUBLIC UTILITIES EASEMENT, REC 8/19/2015, INST. NO. 20151018002, O.R.
- ㉓ CITY OF INDUSTRY STREET & HIGHWAY EASEMENT, REC 9/17/2015, INST. NO. 20151152795, O.R.
- ㉔ SCE PUBLIC UTILITIES EASEMENT & RELINQUISHMENT, REC 3/11/2016, INST. NO. 20160268822, O.R.
- ㉕ WALNUT VALLEY WATER DISTRICT EASEMENT, REC. 7/2/2018, INST. NO. 20180658919, O.R.

MONUMENT & ESTABLISHMENT NOTES

SET 1" I.P. TAGGED "PLS 8234"; OR AN 8" SPIKE AND WASHER STAMPED "PLS 8234" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE; OR LEAD, TACK AND TAG STAMPED "PLS 8234" IN CONCRETE, AT ALL PARCEL CORNERS, AND AT ALL STREET CENTERLINE ANGLE POINTS, BCS AND EGS, OR AS NOTED.

SET NAIL AND TAG, "PLS 8234" IN TOP OF CURB ON PROLONGATION OF SIDE PARCEL LINES.

- 1 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R5. HELD AS THE PI OF GRAND AVE., SET SPIKE AND WASHER TO BE SET PER R1.
- 2 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R5. HELD AS THE B/C OF GRAND AVE., SPIKE AND WASHER TO BE SET PER R1.
- 3 FD. LEAD TACK AND TAG PER R19, ACCEPTED AS THE "PI" AT GRAND AVENUE AND SPRR PER R20.
- 4 FD. 2" I.P. TAGGED "LS 5490", DOWN 0.4" PER R3, ACCEPTED AS A POINT ON SOUTHERLY RIGHT-OF-WAY OF U.P.R.R.
- 5 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R24. MON TO BE SET PER R1
- 6 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R11. MON TO BE SET PER R1.
- 7 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE PER R2. MON TO BE SET PER R1.
- 8 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION. MON TO BE SET PER R1.
- 9 FD. SPIKE, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND AVE. AND BREA CANYON RD. PER R7 AND R8.
- 10 FD. SPIKE AND WASHER, STAMPED CALTRANS, ACCEPTED AS THE CENTERLINE EC/BC OF BREA CANYON RD. PER R7.
- 11 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R8. MON TO BE SET PER R1.
- 12 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R10. MON TO BE SET PER R1.
- 13 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R9. MON TO BE SET PER R1.
- 14 FD. LAT, TAGGED "RCE 16352", IN LIEU OF A 2" I.P. ACCEPTED AS ANGLE POINT OF THE EASTERLY TRACT BOUNDARY PER R12.
- 15 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF LOT 72 PER R12. SET TAG PER R1
- 16 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHWESTERLY CORNER OF LOT 72 PER R12, HELD FOR LINE. SET TAG PER R1
- 17 FD. 2" I.P., ILLEGIBLE, PIPE BENT ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE NORTHEAST AND THE EASTERLY PROLONGATION OF WASHINGTON ST. (OLD) PER R14. SET 1" I.P. W/TAG PER R1
- 18 FD. LAT, ILLEGIBLE, IN LIEU OF A 2" I.P. ACCEPTED AS ANGLE POINT OF THE SOUTHEASTERLY TRACT BOUNDARY PER R14.
- 19 FD. 2" I.P., ILLEGIBLE, ACCEPTED AS MOST NORTHEASTERLY CORNER OF TRACT PER R14. SET TAG PER R1.
- 20 SEARCHED, NOTHING FOUND. ESTABLISHED FROM FOUND TIES PER R17. ACCEPTED AS CENTERLINE INTERSECTION OF LYCOMING ST. AND LINCOLN AVE. PER R16 AND R12. MON TO BE SET PER R1.
- 21 FD. LAT, TAGGED "RCE 16352", IN LIEU OF A SPIKE AND WASHER, ACCEPTED AS POINT ON THE CENTERLINE OF LYCOMING ST. PER R12.
- 22 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (5'00") FROM OF THE CENTERLINE OF LYCOMING ST PER R12. MON TO BE SET PER R1.
- 23 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD LENGTH (0.19') FROM OF THE CENTERLINE OF LYCOMING ST PER R12. MON TO BE SET PER R1.
- 24 FD. SPIKE, DN. 0.25", ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST. (OLD) AND LINCOLN AVE. PER R16.
- 25 FD. MAG NAIL AND WASHER "LS 5411", FLUSH IN ASPH, ACCEPTED AS THE CENTERLINE INTERSECTION OF WASHINGTON ST (OLD) AND BREA CANYON RD. PER R16.
- 26 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS POINT ON THE WESTERLY TRACT BOUNDARY PER R4. HELD FOR LINE.
- 27 SEARCHED, NOTHING FOUND. ESTABLISHED BY PROD LINE FROM THE SOUTH AT RECORD DISTANCE (80.93') PER R13. MON TO BE SET PER R1.
- 28 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R4. TO BE SET PER R1.
- 29 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R15. TO BE SET PER R1.
- 30 FD. LAT, STAMPED "LS 5490", IN LIEU OF 1" I.P., W/PLASTIC PLUG, ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 8 PER R4.
- 31 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST SOUTHERLY CORNER OF PARCEL 8 PER R4.
- 32 FD. 1" I.P., W/PLASTIC PLUG STAMPED "LS 5490", ACCEPTED AS THE MOST NORTHERLY CORNER OF PARCEL 8 PER R4.
- 33 SEARCHED, NOTHING FOUND. ESTABLISHED BY HOLDING RECORD ANGLE AND DIST PER R13. TO BE SET PER R1.
- 34 FD. LAT, STAMPED "LS 5490", IN CONC, ACCEPTED AS BC/EC CENTERLINE OF BAKER PKWY PER R4.
- 35 FD. SCRIBE "X", IN CONC, FITS TIES PER R18, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND CROSSING PKWY (FORMERLY CHERYL LN) & BAKER PKWY R4.
- 36 FD. LEAD TACK AND TAG "LS 5490" ON BRIDGE ABUTMENT, ACCEPTED AS POINTS ON THE SOUTHERLY LINE OF UPRR PER R4.
- 37 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE SOUTHEAST AND THE SOUTHEASTERLY LINE OF BAKER PARKWAY PER R15. MON TO BE SET PER R1.
- 38 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R2. MON TO BE SET PER R1.
- 39 MON TO BE SET PER R1 (FOR NEW CL OF GRAND AVE AND BAKER)
- 51 FD. SCRIBE "X", IN CONC, FITS TIES PER R30, ACCEPTED AS THE CENTERLINE INTERSECTION OF GRAND CROSSING PKWY (FORMERLY CHERYL LN) & BAKER PKWY R3.
- 52 FD. LEAD TACK AND TAG "LS 5490" ON BRIDGE ABUTMENT, ACCEPTED AS POINTS ON THE SOUTHERLY LINE OF UPRR PER R3.
- 53 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION OF THE RECORD ANGLE FROM THE SOUTHEAST AND THE SOUTHEASTERLY LINE OF BAKER PARKWAY PER R16.
- 54 SEARCHED, NOTHING FOUND. ESTABLISHED BY INTERSECTION PER R1.

8 NUMBERED PARCELS
10 LETTERED PARCELS
GROSS AREA=341.60 ACRES
NET AREA=310.99 ACRES
SCALE: 1" = 600'

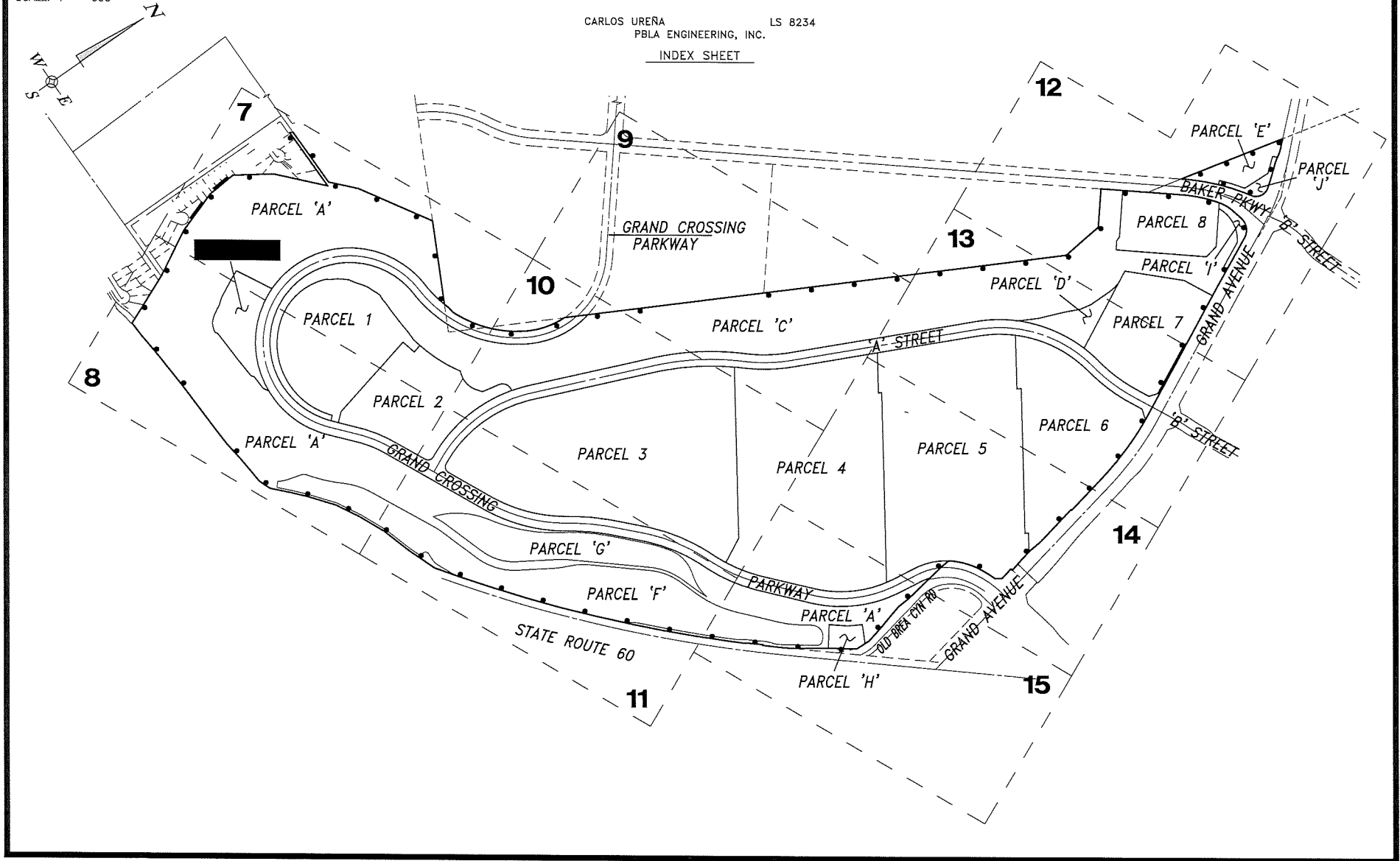
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 3 OF 30 SHEETS

CARLOS UREÑA LS 8234
PBLA ENGINEERING, INC.

INDEX SHEET



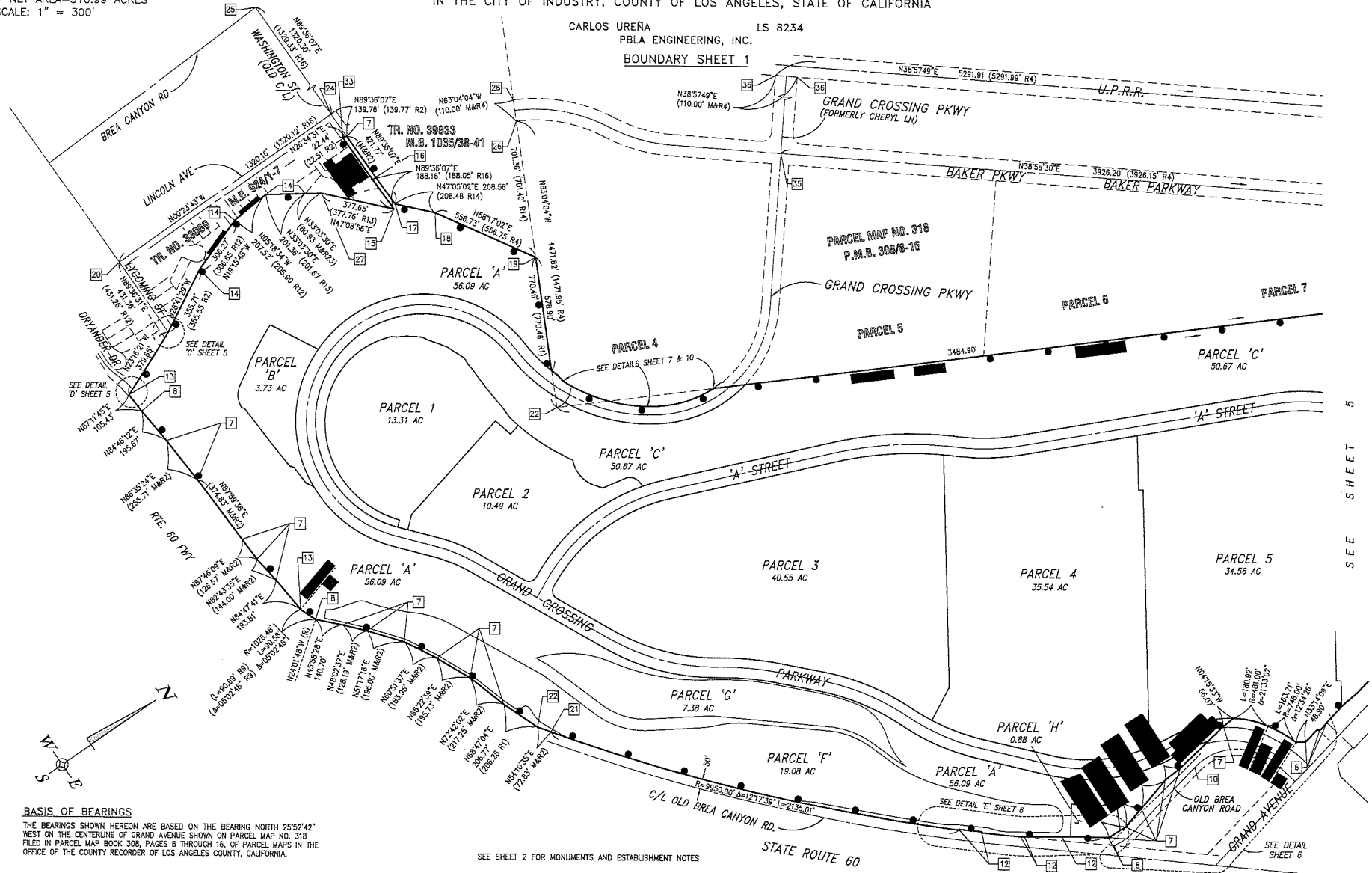
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 300'

PARCEL MAP NO. 353

SHEET 4 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.
 BOUNDARY SHEET 1



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 25°52'42" WEST ON THE CENTERLINE OF GRAND AVENUE SHOWN ON PARCEL MAP NO. 318 FILED IN PARCEL MAP BOOK 308, PAGES 8 THROUGH 16, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

SEE SHEET 2 FOR MONUMENTS AND ESTABLISHMENT NOTES

SEE SHEET 5

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 300'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

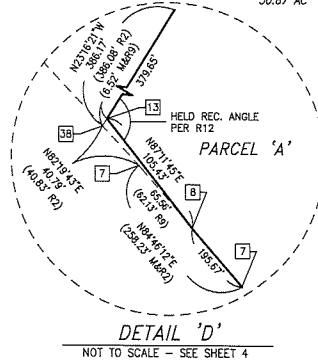
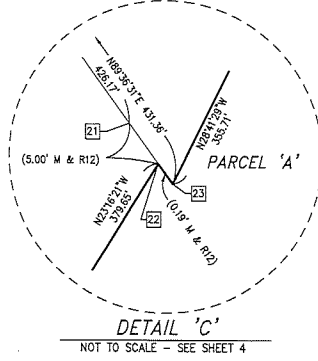
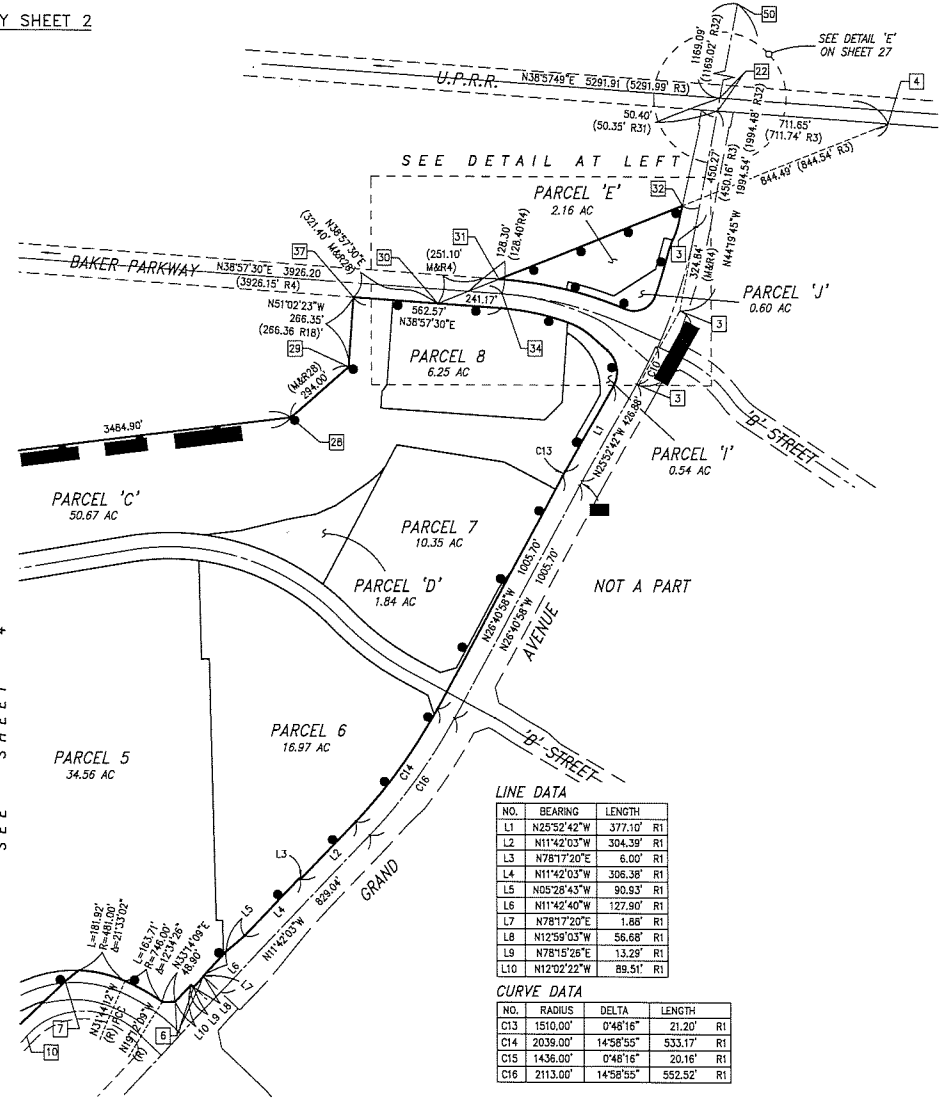
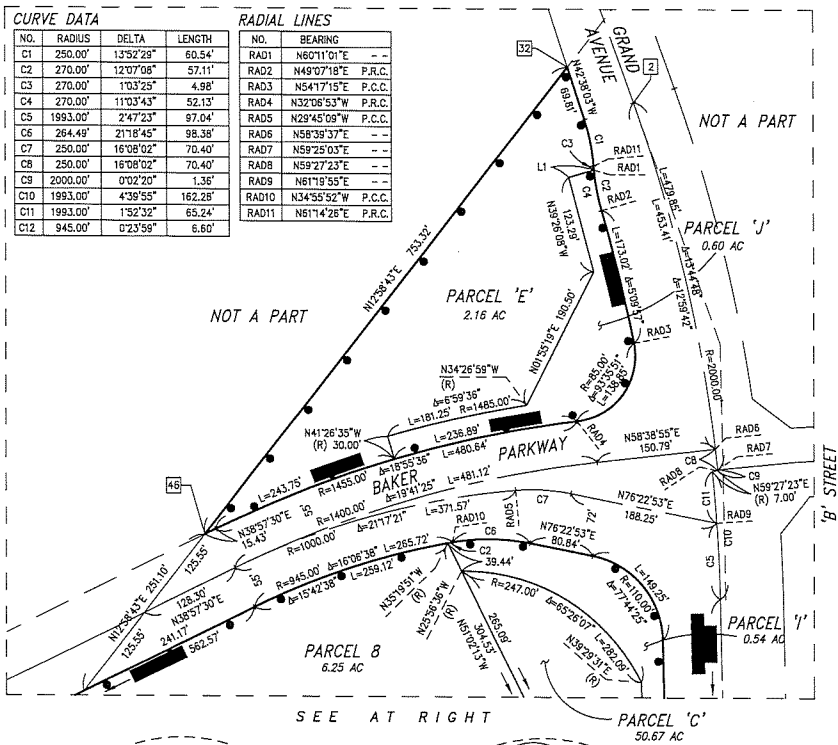
SHEET 5 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

BOUNDARY SHEET 2

CURVE DATA			
NO.	RADIUS	DELTA	LENGTH
C1	250.00'	13°52'29"	60.54'
C2	270.00'	12°07'08"	57.11'
C3	270.00'	1°03'25"	4.98'
C4	270.00'	11°03'43"	52.13'
C5	1993.00'	2°47'23"	97.04'
C6	284.49'	21°18'45"	98.38'
C7	250.00'	16°38'02"	70.40'
C8	250.00'	16°38'02"	70.40'
C9	2000.00'	0°02'20"	1.36'
C10	1993.00'	4°39'55"	162.28'
C11	1993.00'	1°52'32"	65.24'
C12	945.00'	0°23'59"	6.60'

RADIAL LINES	
NO.	BEARING
RAD1	N6°11'01"E
RAD2	N49°07'18"E P.R.C.
RAD3	N54°17'15"E P.C.C.
RAD4	N32°08'53"W P.R.C.
RAD5	N29°45'09"W P.C.C.
RAD6	N58°39'37"E
RAD7	N59°25'03"E
RAD8	N59°27'23"E
RAD9	N61°19'55"E
RAD10	N34°55'52"W P.C.C.
RAD11	N61°14'28"E P.R.C.



SEE SHEET 2 FOR MONUMENTS AND ESTABLISHMENT NOTES

LINE DATA			
NO.	BEARING	LENGTH	RT
L1	N25°52'42"W	377.10'	RT
L2	N11°42'03"W	304.39'	RT
L3	N78°17'20"E	6.00'	RT
L4	N11°42'03"W	306.38'	RT
L5	N05°28'43"W	90.83'	RT
L6	N11°42'40"W	127.90'	RT
L7	N78°17'20"E	1.68'	RT
L8	N12°59'03"W	56.68'	RT
L9	N78°15'26"E	13.28'	RT
L10	N12°02'22"W	89.51'	RT

CURVE DATA			
NO.	RADIUS	DELTA	LENGTH
C13	1510.00'	0°48'16"	21.20'
C14	2039.00'	14°58'55"	533.17'
C15	1436.00'	0°48'16"	20.16'
C16	2113.00'	14°58'55"	552.52'

5 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES

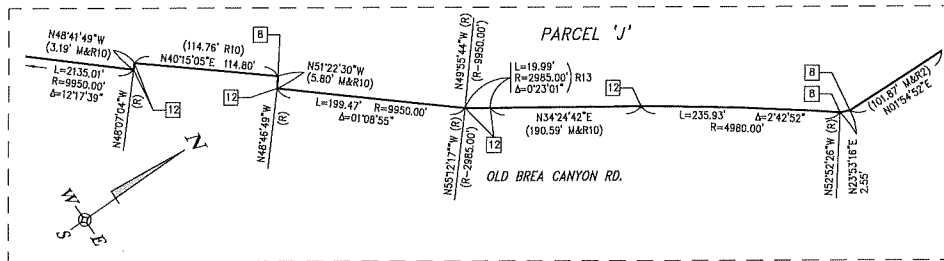
PARCEL MAP NO. 353

SHEET 6 OF 30 SHEETS

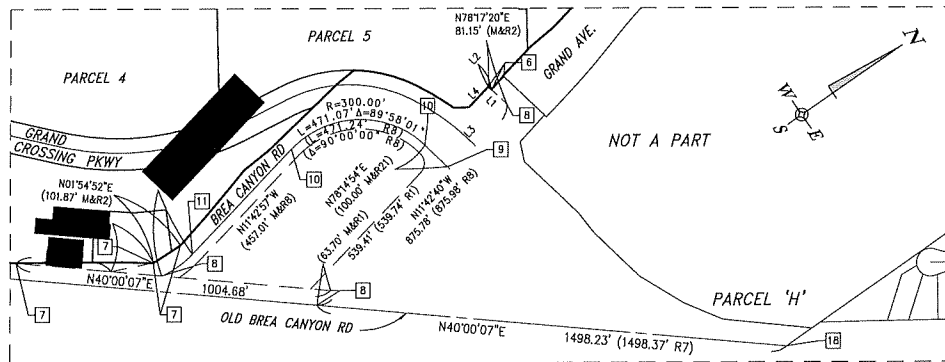
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DETAILS



DETAIL 'E'
 NOT TO SCALE (SHEET 16)



DETAIL 'F'
 NOT TO SCALE (SHEET 4)

LINE DATA		
NO.	BEARING	DISTANCE
L1	N78°17'20"E	68.86'
L2	N86°12'24"E	(13.29' M & R11)
L3	N11°42'40"W	272.67' (272.52' R7)
L4	N12°02'22"W	(89.51' M & R11)

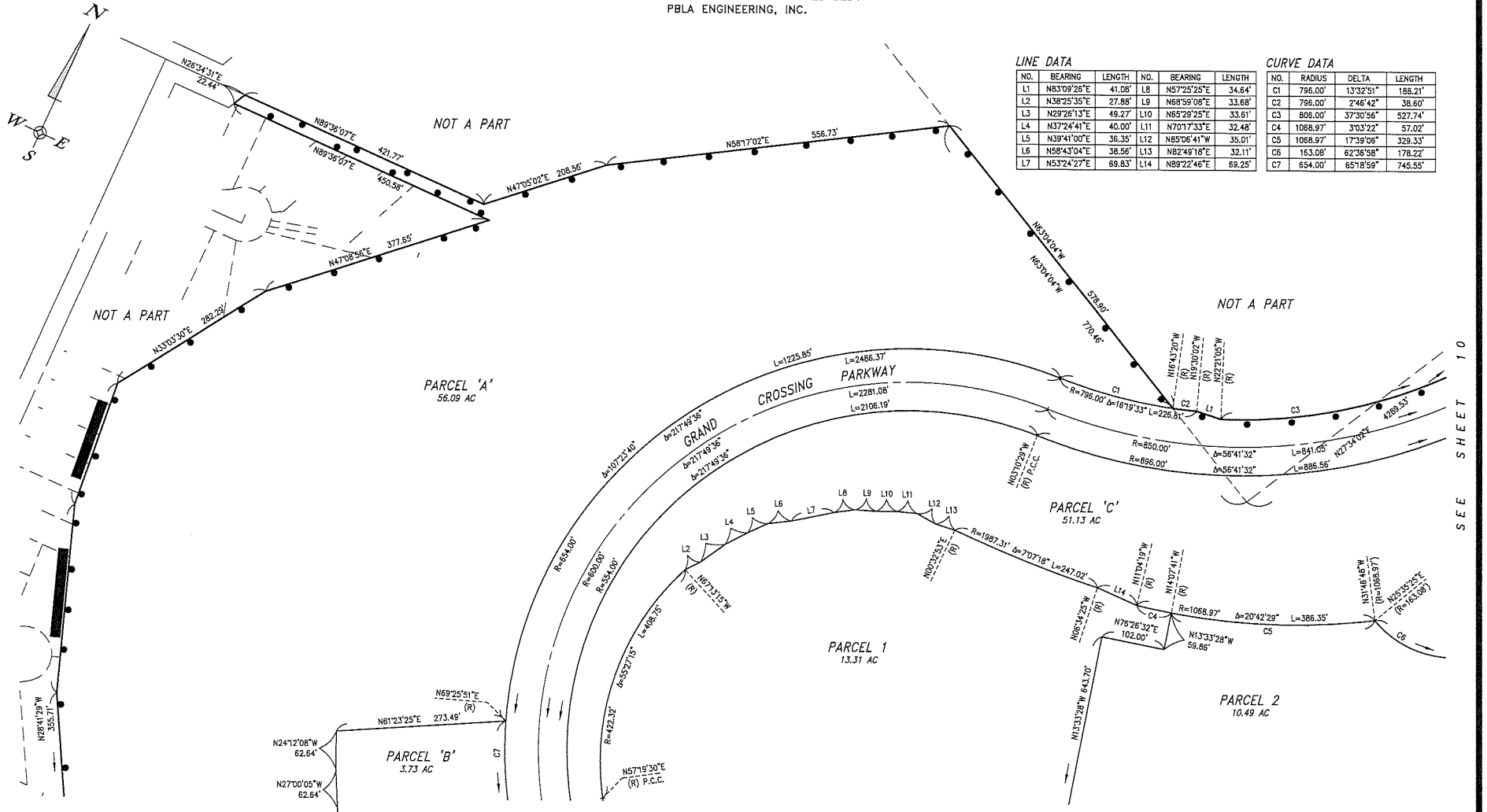
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

SHEET 7 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.



LINE DATA

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N83°09'26"E	41.08'	L8	N57°25'25"E	34.64'
L2	N38°25'35"E	27.88'	L9	N68°59'08"E	33.68'
L3	N29°28'13"E	49.27'	L10	N65°29'25"E	33.61'
L4	N37°24'41"E	40.00'	L11	N70°17'33"E	32.48'
L5	N39°41'00"E	36.35'	L12	N85°06'41"W	35.01'
L6	N58°43'04"E	38.56'	L13	N82°49'18"E	32.11'
L7	N53°24'27"E	69.83'	L14	N89°22'46"E	69.25'

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	796.00'	13°32'51"	185.21'
C2	796.00'	2°46'42"	38.60'
C3	806.00'	37°30'56"	527.74'
C4	1068.97'	3°03'22"	57.02'
C5	1068.97'	17°39'06"	329.33'
C6	163.08'	62°36'58"	178.22'
C7	654.00'	65°18'59"	745.55'

SEE SHEET 10

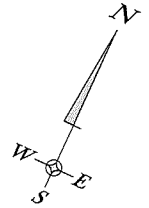
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URENA LS 8234
 PBLA ENGINEERING, INC.

SHEET 9 OF 30 SHEETS



BAKER PKWY

GRAND CROSSING PARKWAY

NOT A PART

NOT A PART

PARCEL 'C'
 50.67 AC

PARCEL 4
 35.54 AC

PARCEL 3
 40.55 AC

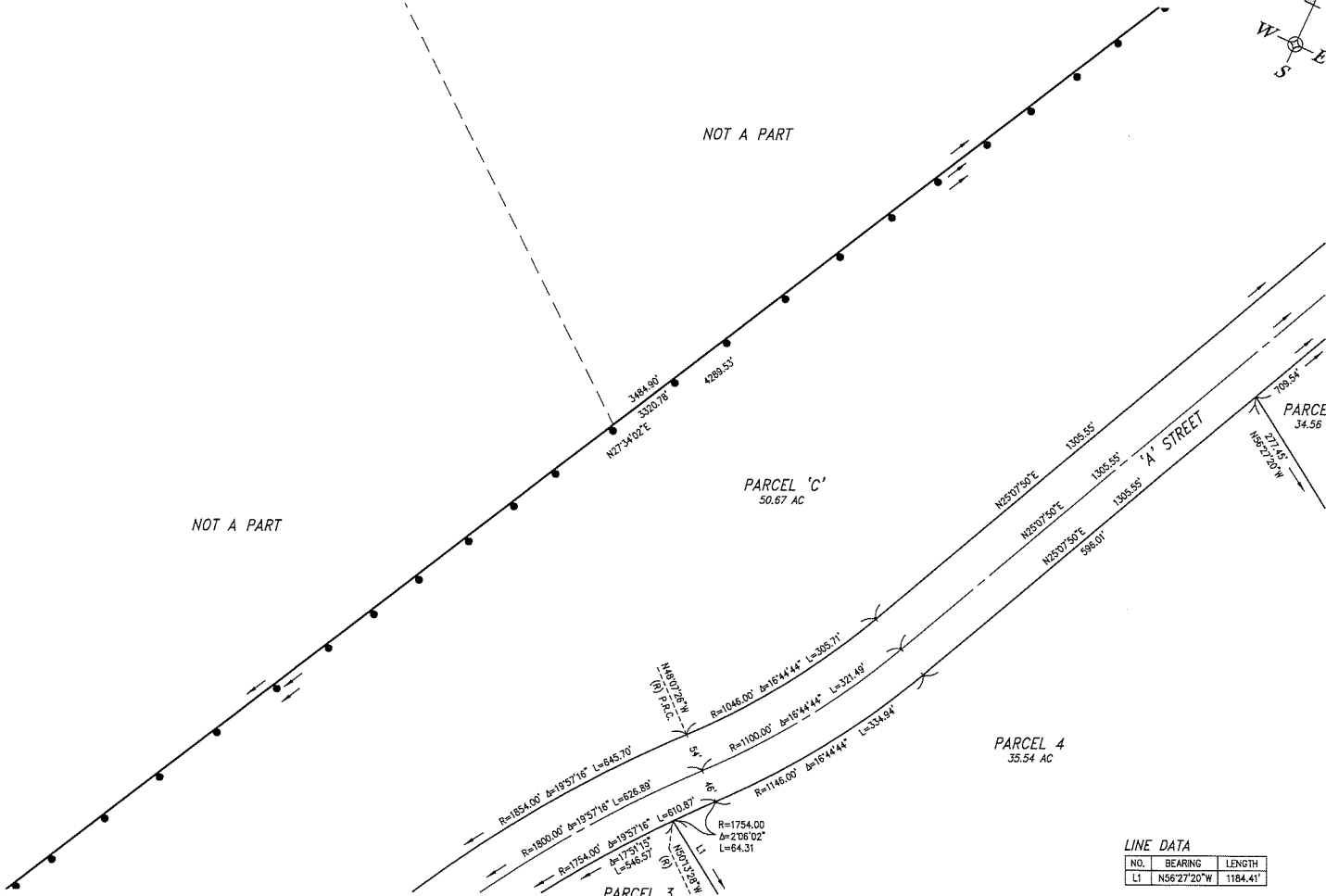
PARCEL 5
 34.56 AC

LINE DATA

NO.	BEARING	LENGTH
L1	N56°27'20"W	1184.41'

SEE SHEET 10

SEE SHEET 13
 SEE SHEET 14



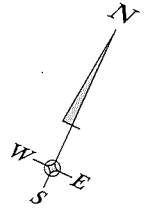
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

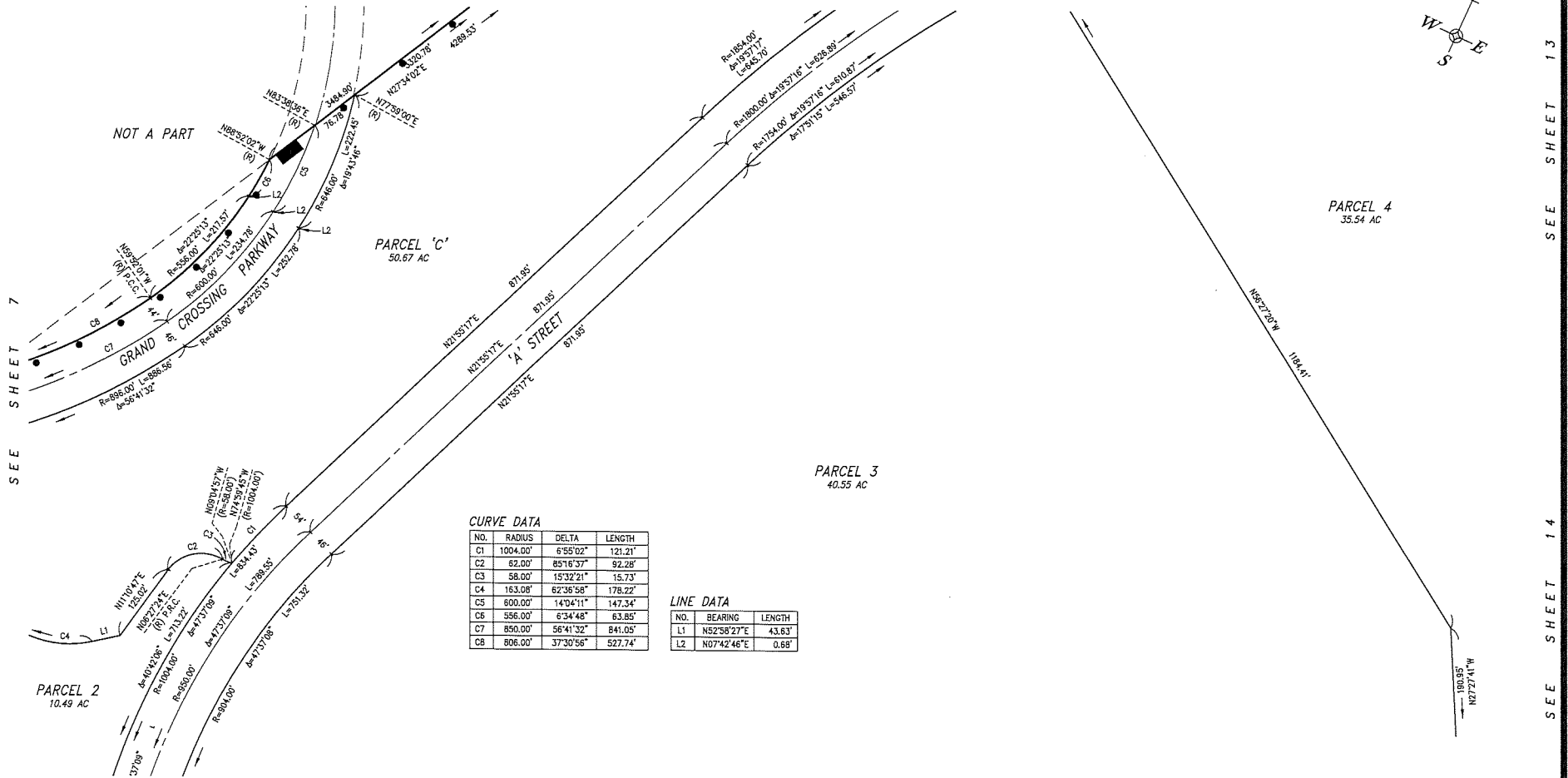
IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

SHEET 10 OF 30 SHEETS



SEE SHEET 9



CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	1004.00'	6°55'02"	121.21'
C2	62.00'	85°16'37"	92.28'
C3	58.00'	15°32'21"	15.73'
C4	163.08'	62°36'58"	178.22'
C5	600.00'	14°04'11"	147.34'
C6	556.00'	6°34'48"	63.85'
C7	850.00'	56°41'32"	841.05'
CB	806.00'	37°30'56"	527.74'

LINE DATA

NO.	BEARING	LENGTH
L1	N52°58'27"E	43.63'
L2	N07°42'46"E	0.68'

SEE SHEET 11

SEE SHEET 13
 SEE SHEET 14

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

SHEET 11 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS URERA LS 8234
 PBLA ENGINEERING, INC.

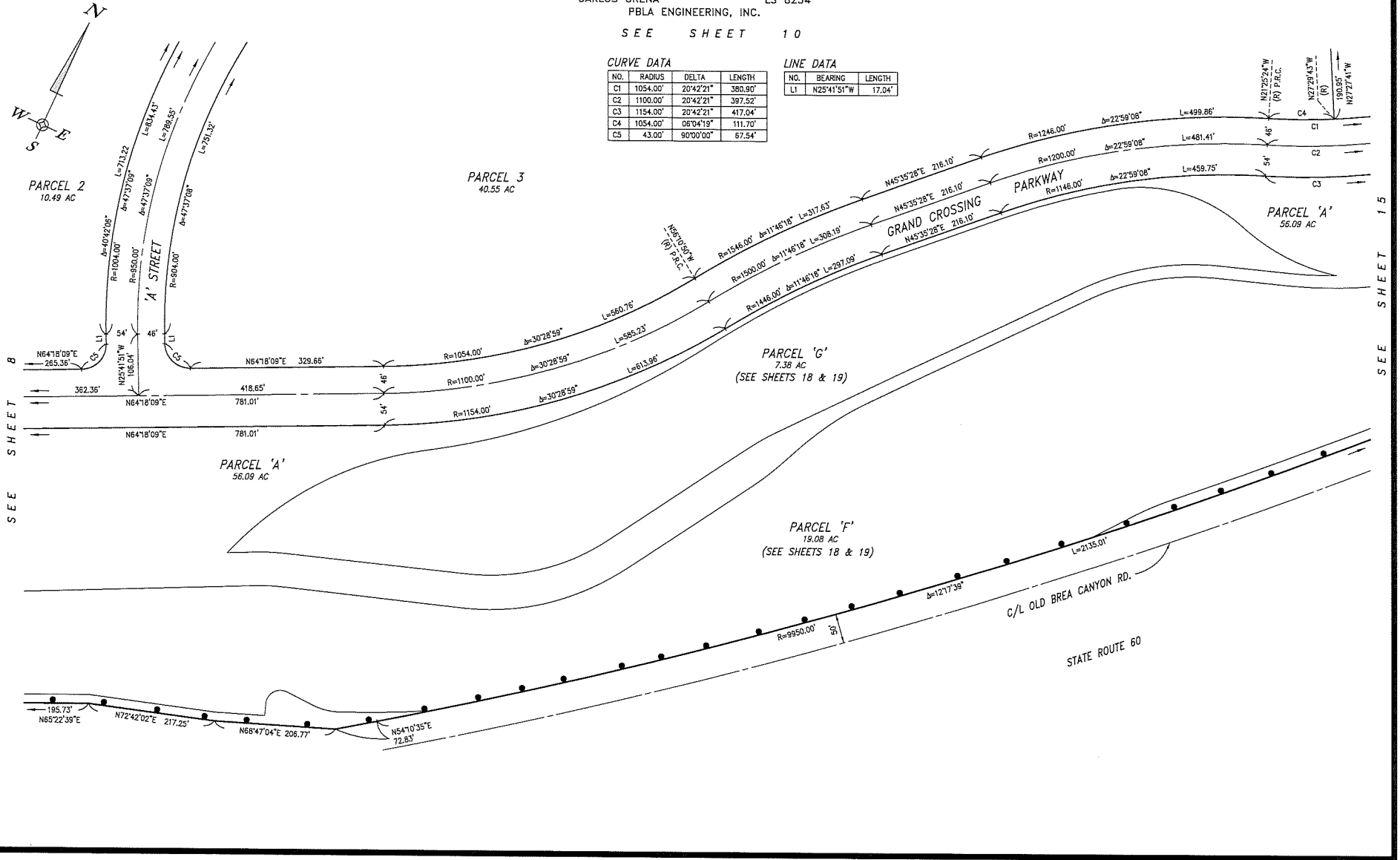
SEE SHEET 10

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	1054.00'	20°42'21"	360.90'
C2	1100.00'	20°42'21"	397.52'
C3	1154.00'	20°42'21"	417.04'
C4	1054.00'	06°04'19"	111.70'
C5	43.00'	90°00'00"	67.54'

LINE DATA

NO.	BEARING	LENGTH
L1	N25°41'51"W	17.04'



SEE SHEET 10

SEE SHEET 15

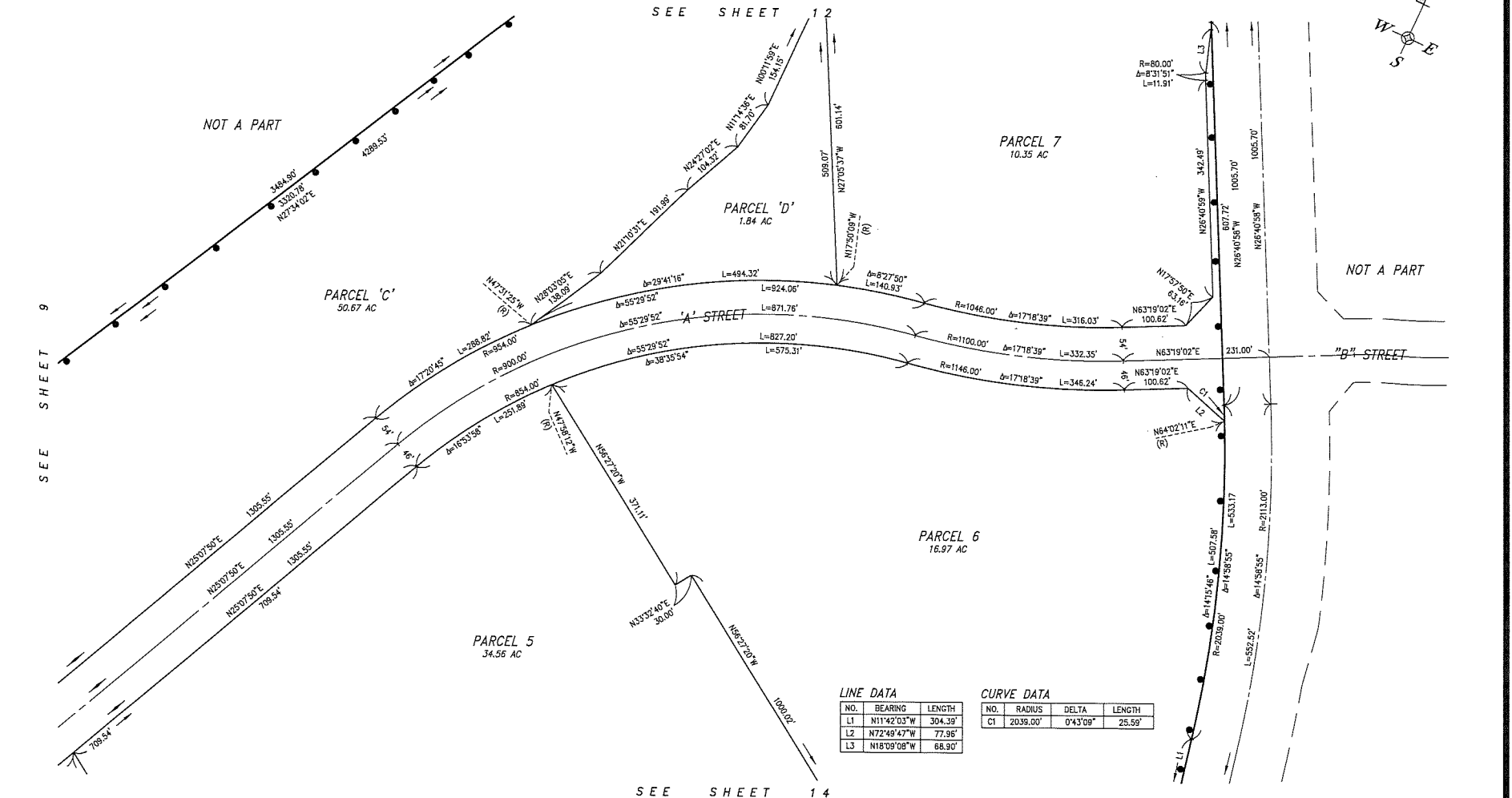
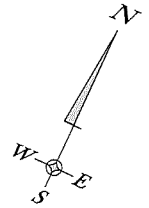
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

SHEET 13 OF 30 SHEETS



LINE DATA

NO.	BEARING	LENGTH
L1	N11°42'03"W	304.39'
L2	N72°49'47"W	77.96'
L3	N18°09'08"W	68.90'

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	2039.00'	0°43'08"	25.59'

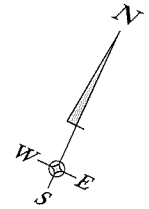
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

SHEET 14 OF 30 SHEETS



SEE SHEET 13

SEE SHEET 9

SEE SHEET 10

PARCEL 5
 34.56 AC

PARCEL 6
 16.97 AC

PARCEL 4
 35.54 AC

NOT A PART

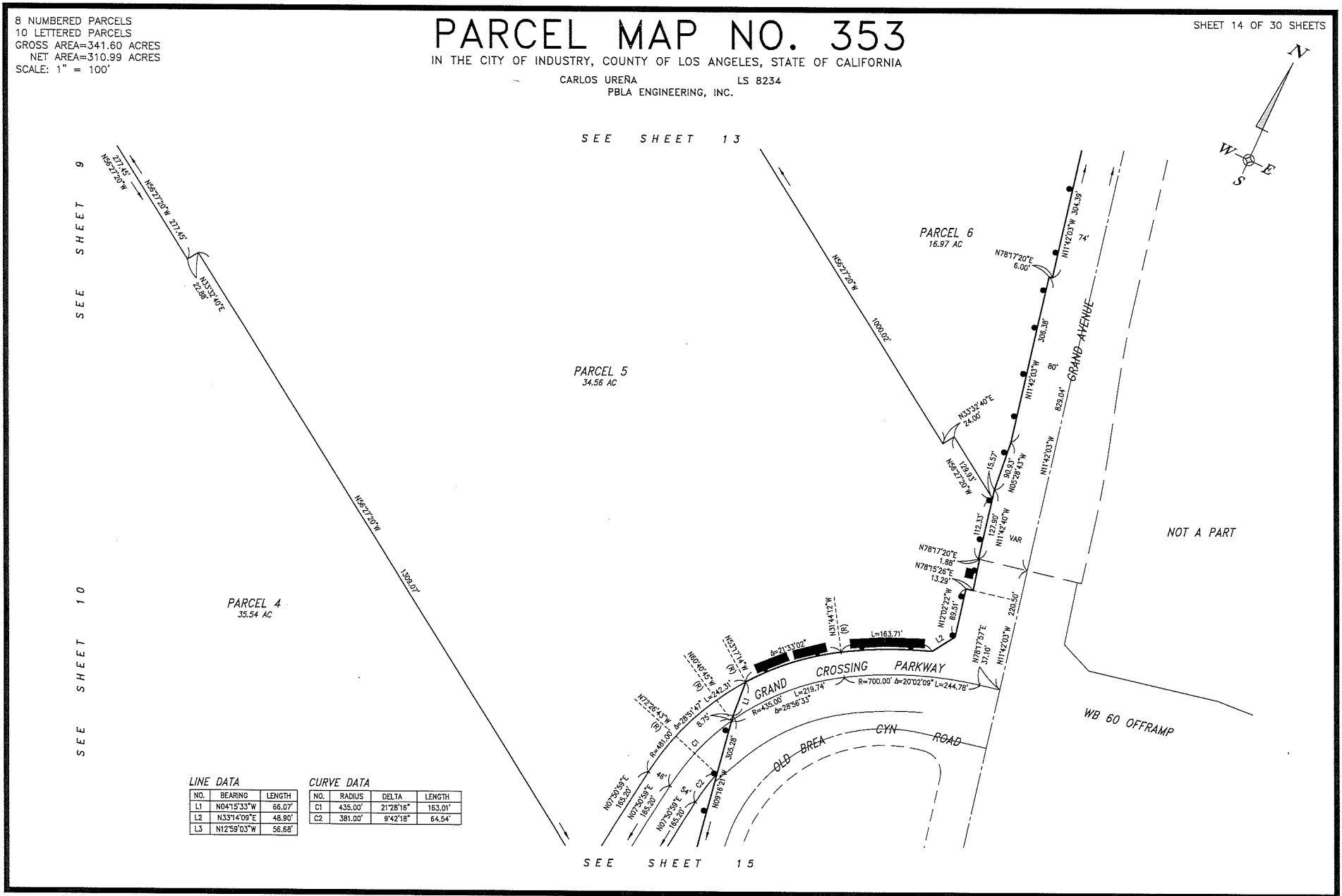
LINE DATA

NO.	BEARING	LENGTH
L1	N04°15'33"W	66.07'
L2	N33°14'09"E	48.90'
L3	N12°59'03"W	56.68'

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	435.00'	21°28'16"	163.01'
C2	381.00'	9°42'18"	64.54'

SEE SHEET 15



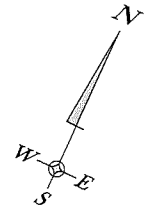
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

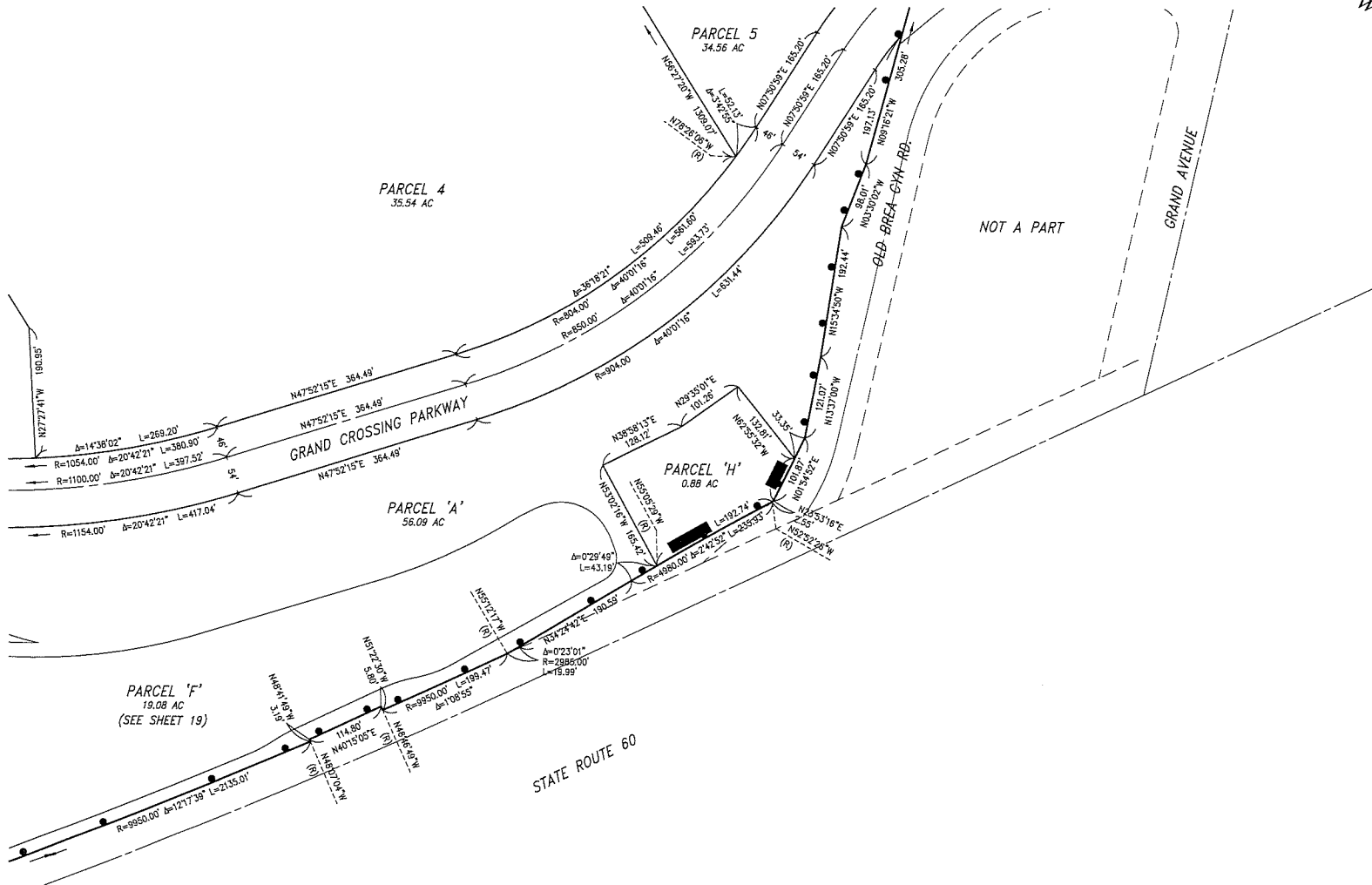
SHEET 15 OF 30 SHEETS



SEE SHEET 10

SEE SHEET 11

SEE SHEET 14



8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 300'

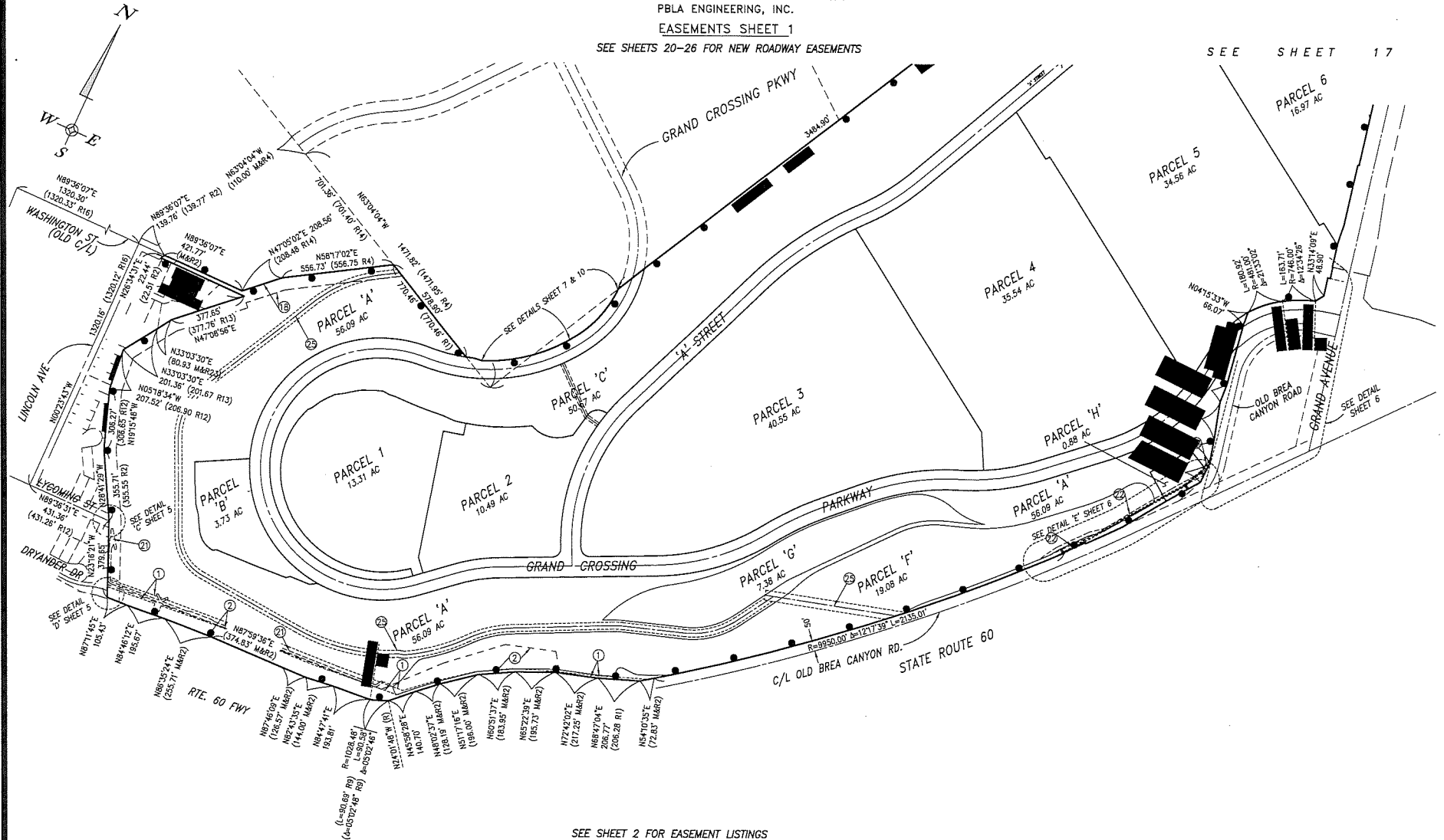
PARCEL MAP NO. 353

SHEET 16 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.
 EASEMENTS SHEET 1
 SEE SHEETS 20-26 FOR NEW ROADWAY EASEMENTS

SEE SHEET 17



SEE SHEET 2 FOR EASEMENT LISTINGS

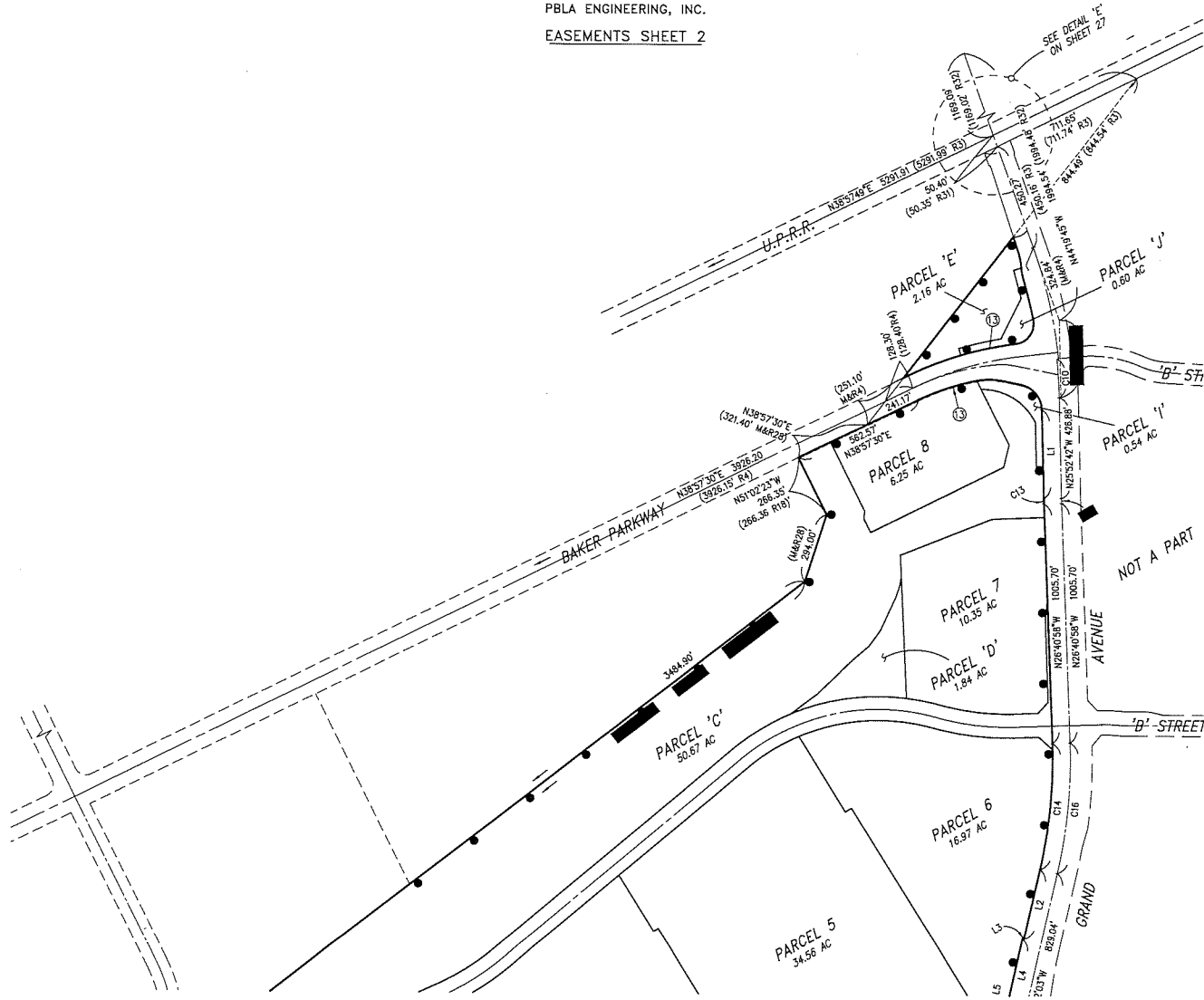
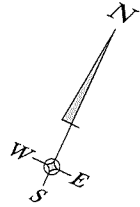
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 300'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 17 OF 30 SHEETS

CARLOS UREÑA LS B234
 PBLA ENGINEERING, INC.
 EASEMENTS SHEET 2



SEE SHEET 4

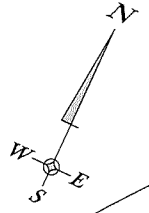
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

SHEET 18 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.



SEE SHEET 7

PARCEL 1
 13.31 AC

PARCEL 2
 10.49 AC

SEE SHEET 11

PARCEL 3
 40.55 AC

'A' STREET

GRAND CROSSING PARKWAY

PARCEL 'A'
 56.09 AC

PARCEL 'G'
 7.38 AC

PARCEL 'F'
 19.08 AC

SEE SHEET 8

SEE SHEET 19

STATE ROUTE 60

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	1580.00'	5°56'07"	163.67'
C2	100.00'	25°08'07"	43.87'
C3	25.00'	111°33'17"	48.67'
C4	177.00'	21°35'10"	66.68'
C5	65.00'	39°38'19"	44.97'
C6	338.75'	7°54'52"	46.79'
C7	397.00'	7°54'52"	54.84'

LINE DATA

NO.	BEARING	LENGTH
L1	N19°31'47"W	20.29'
L2	N68°47'04"E	84.42'

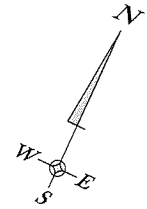
8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 100'

PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

SHEET 19 OF 30 SHEETS



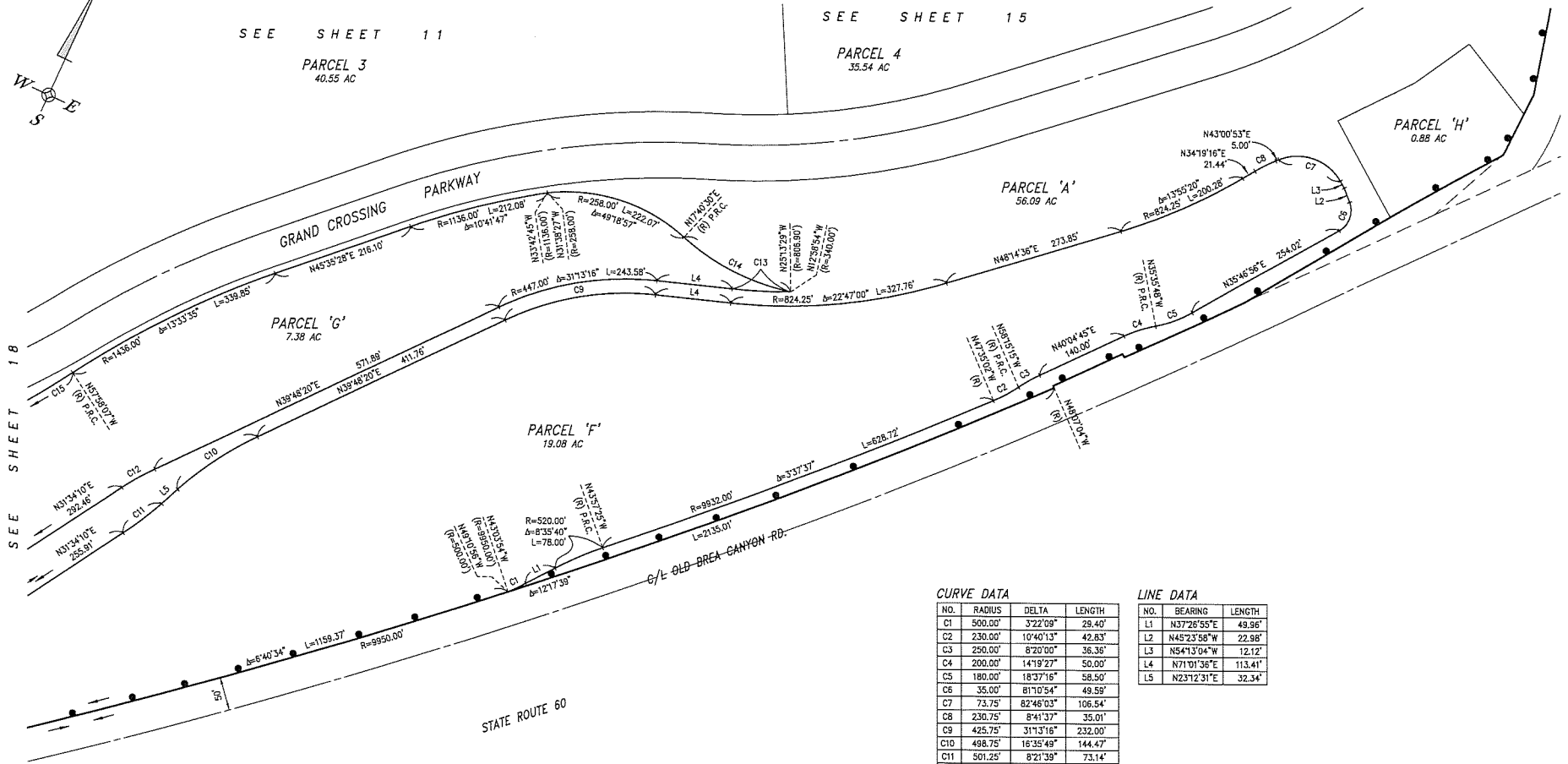
SEE SHEET 11

PARCEL 3
 40.55 AC

SEE SHEET 15

PARCEL 4
 35.54 AC

PARCEL 'H'
 0.88 AC



CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	500.00'	3°22'09"	28.40'
C2	230.00'	10°40'13"	42.83'
C3	250.00'	8°20'00"	36.36'
C4	200.00'	14°19'27"	50.00'
C5	180.00'	18°37'16"	38.50'
C6	35.00'	81°10'54"	49.59'
C7	73.75'	82°46'03"	106.54'
C8	230.75'	8°41'37"	35.01'
C9	425.75'	31°13'16"	232.00'
C10	498.75'	16°35'49"	144.47'
C11	501.25'	8°21'39"	73.14'
C12	397.00'	8°14'10"	57.07'
C13	806.90'	5°15'05"	88.04'
C14	340.00'	30°39'24"	181.82'
C15	1164.00'	25°18'00"	513.89'

LINE DATA

NO.	BEARINGS	LENGTH
L1	N37°26'53"E	49.96'
L2	N45°23'58"W	22.98'
L3	N54°13'04"W	12.12'
L4	N71°01'36"E	113.41'
L5	N23°12'31"E	32.34'

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

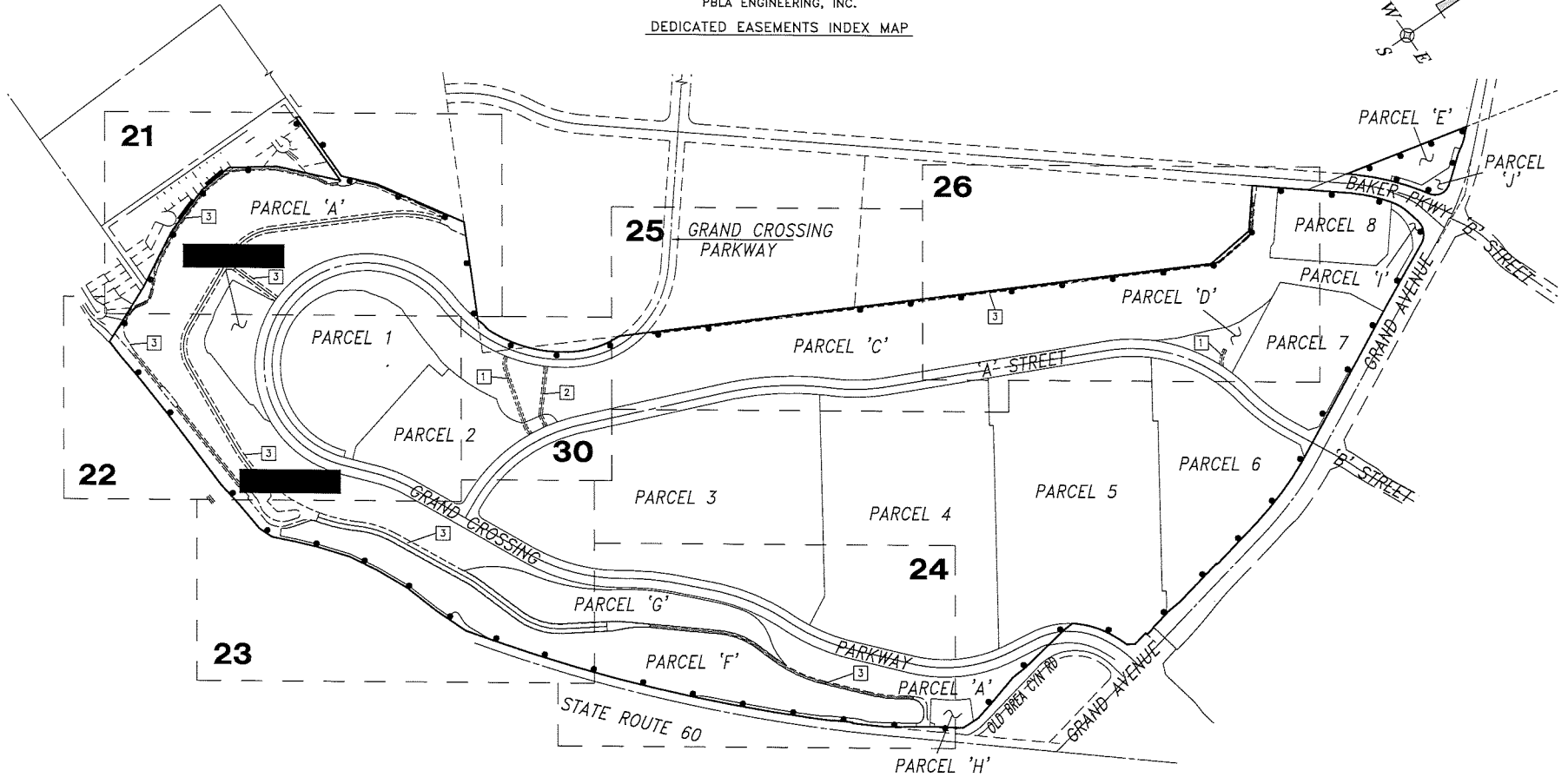
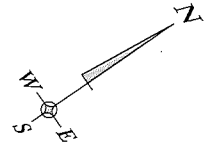
PARCEL MAP NO. 353

SHEET 20 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS INDEX MAP



PLEASE SEE SHEETS 4 AND 5
 FOR FULL BOUNDARY ANNOTATION.

EASEMENTS

- 1 STORM DRAIN EASEMENTS
- 2 SEWER EASEMENT
- 3 ACCESS ROAD EASEMENTS

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

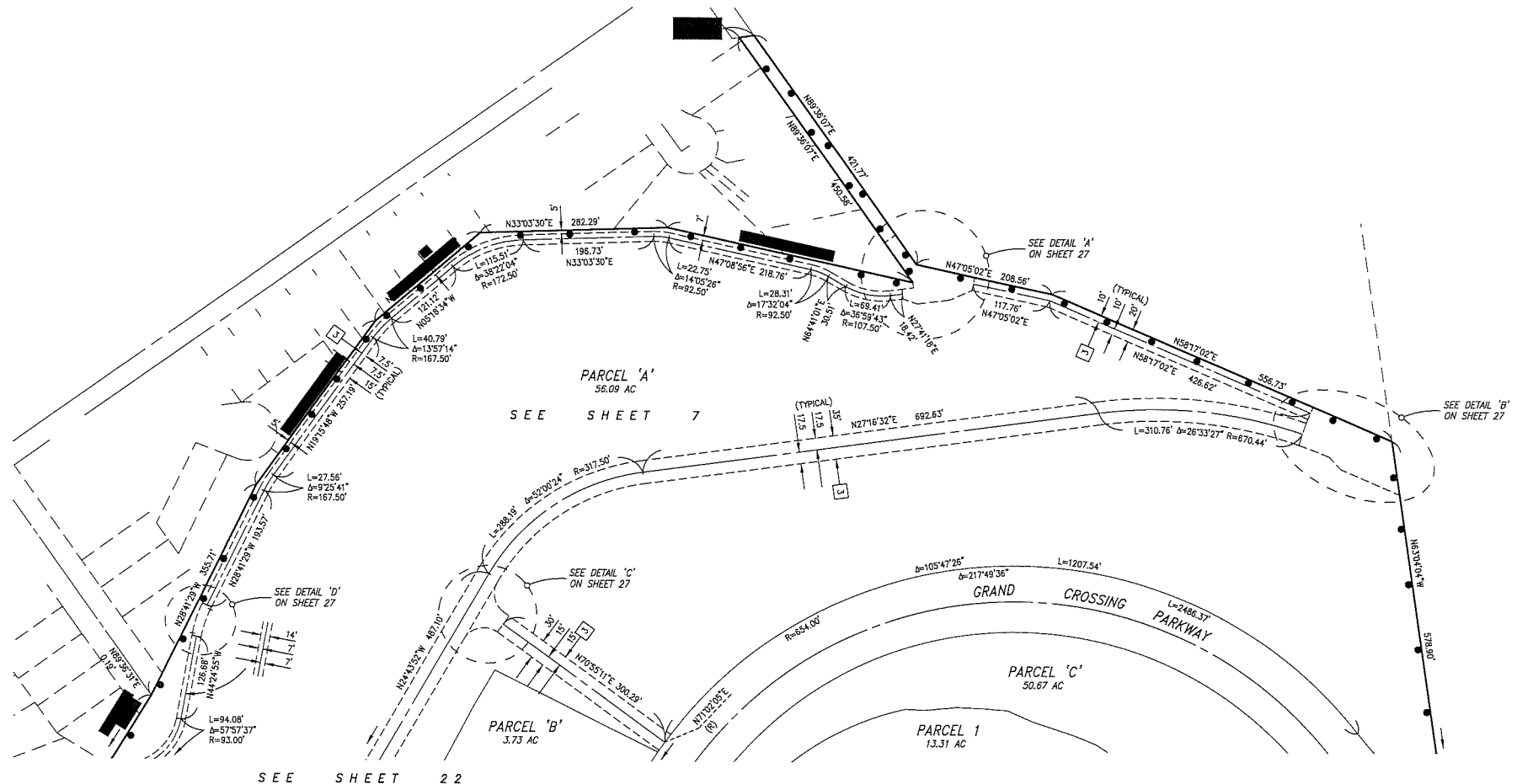
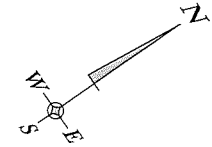
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 21 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



- EASEMENTS**
- 1 STORM DRAIN EASEMENTS
 - 2 SEWER EASEMENT
 - 3 ACCESS ROAD EASEMENTS

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

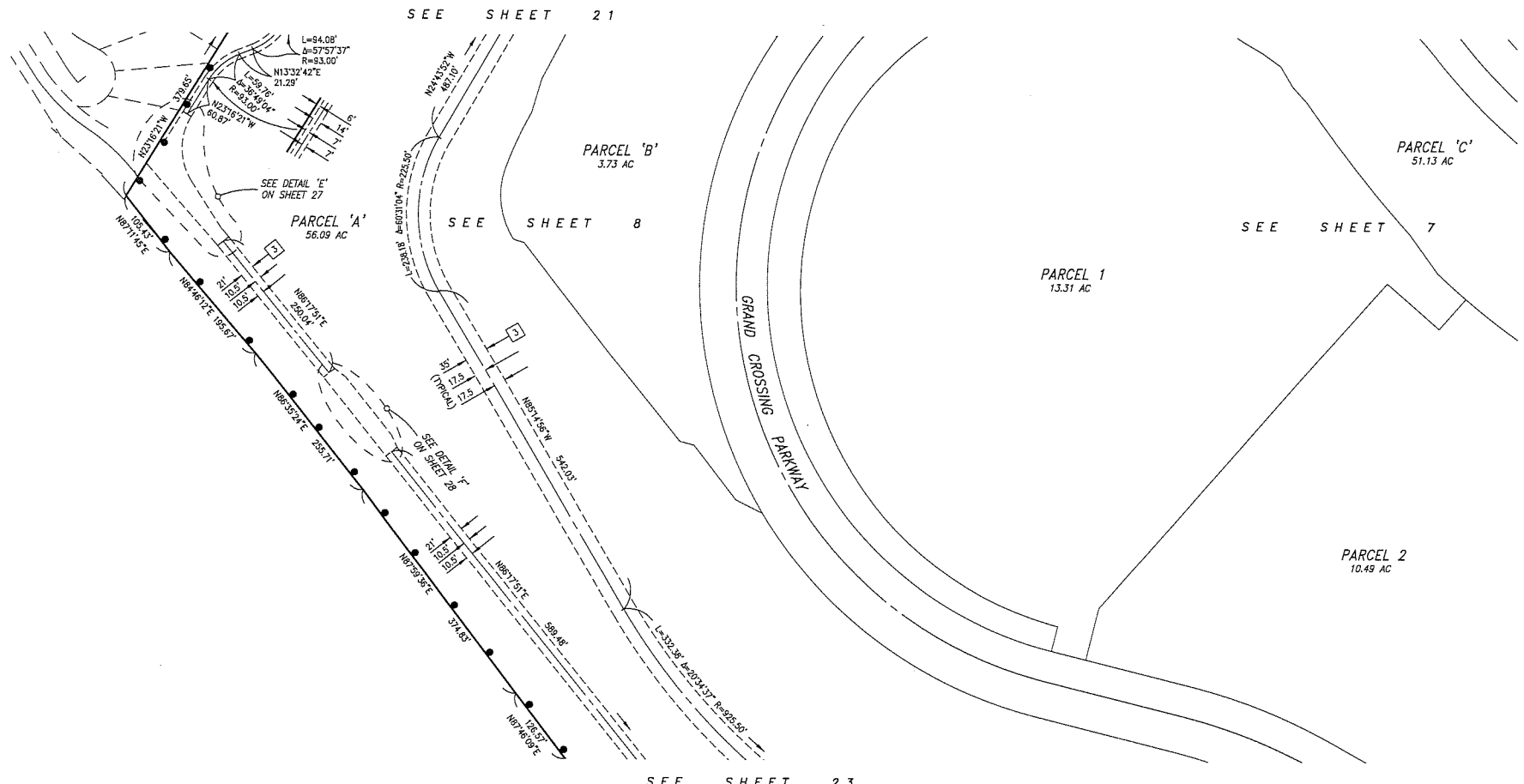
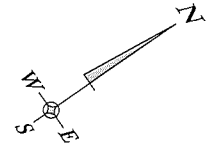
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 22 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



PLEASE SEE SHEETS 4 AND 5
 FOR FULL BOUNDARY ANNOTATION.

- EASEMENTS**
- 1 STORM DRAIN EASEMENTS
 - 2 SEWER EASEMENT
 - 3 ACCESS ROAD EASEMENTS

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

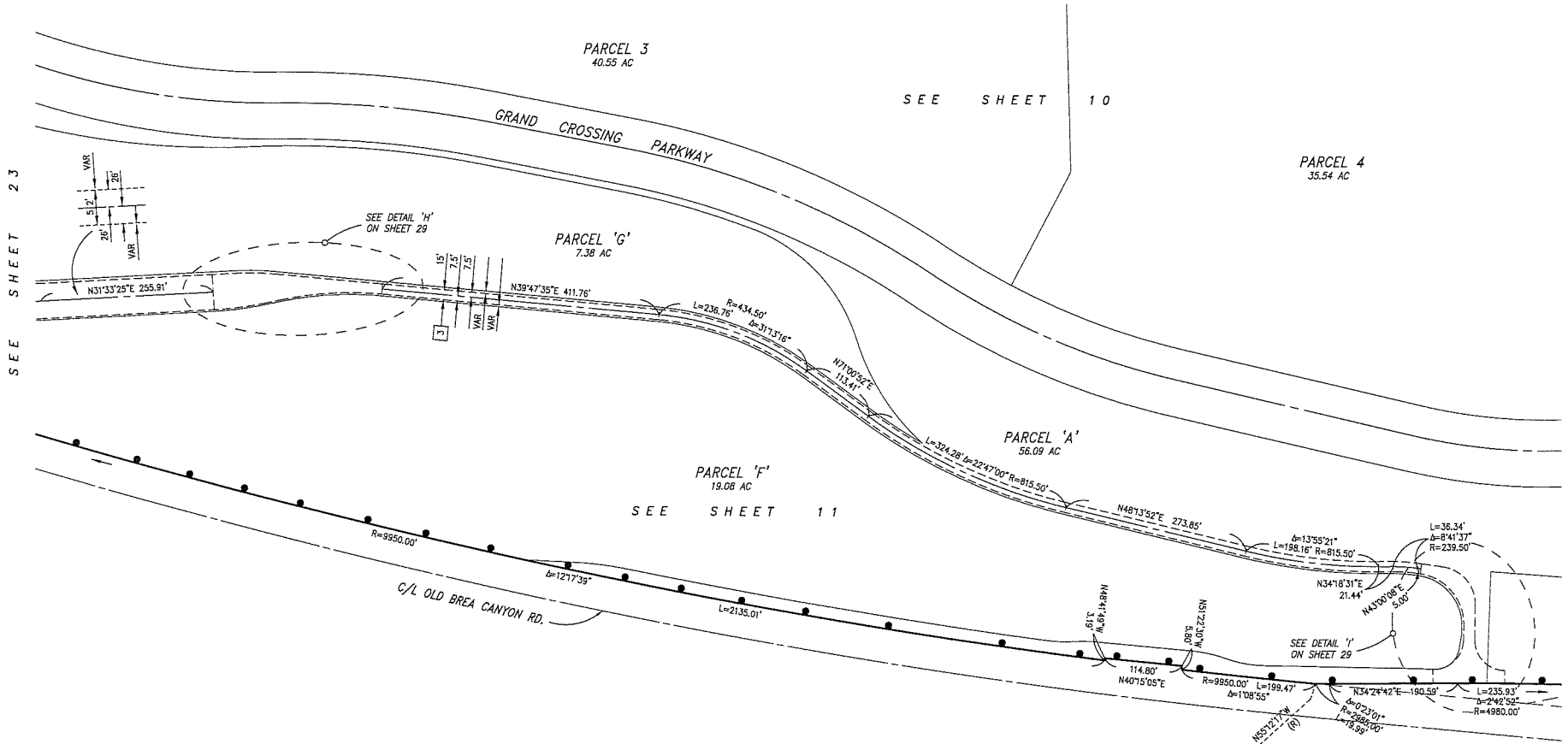
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 24 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



PLEASE SEE SHEETS 4 AND 5
 FOR FULL BOUNDARY ANNOTATION.

EASEMENTS	
1	STORM DRAIN EASEMENTS
2	SEWER EASEMENT
3	ACCESS ROAD EASEMENTS

8 NUMBERED PARCELS
10 LETTERED PARCELS
GROSS AREA=341.60 ACRES
NET AREA=310.99 ACRES
SCALE: 1" = 600'

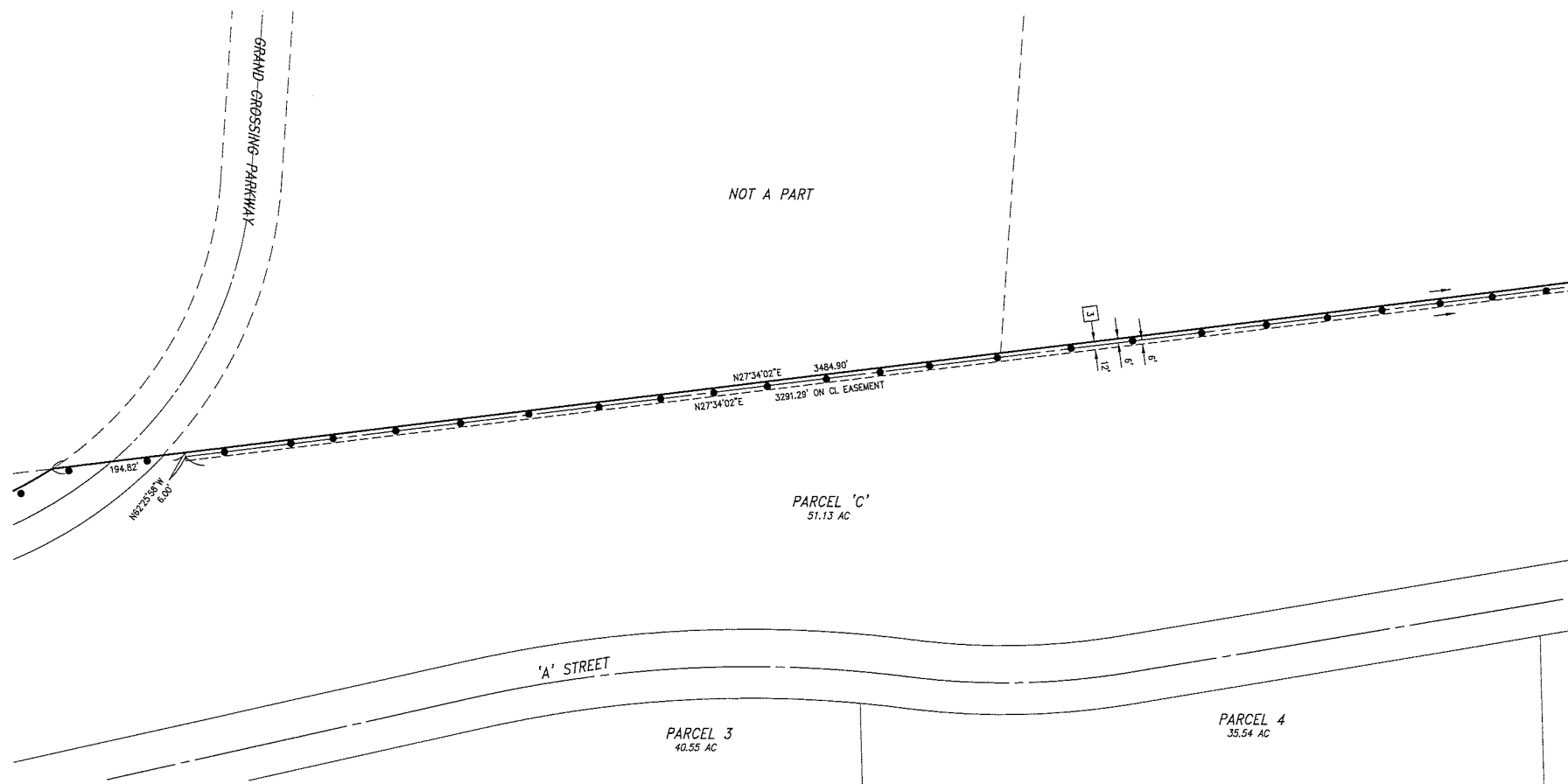
PARCEL MAP NO. 353

SHEET 25 OF 30 SHEETS

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

CARLOS UREÑA LS 8234
PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



SEE SHEET 26

PLEASE SEE SHEETS 4 AND 5
FOR FULL BOUNDARY ANNOTATION.

EASEMENTS

- 1 STORM DRAIN EASEMENTS
- 2 SEWER EASEMENT
- 3 ACCESS ROAD EASEMENTS

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

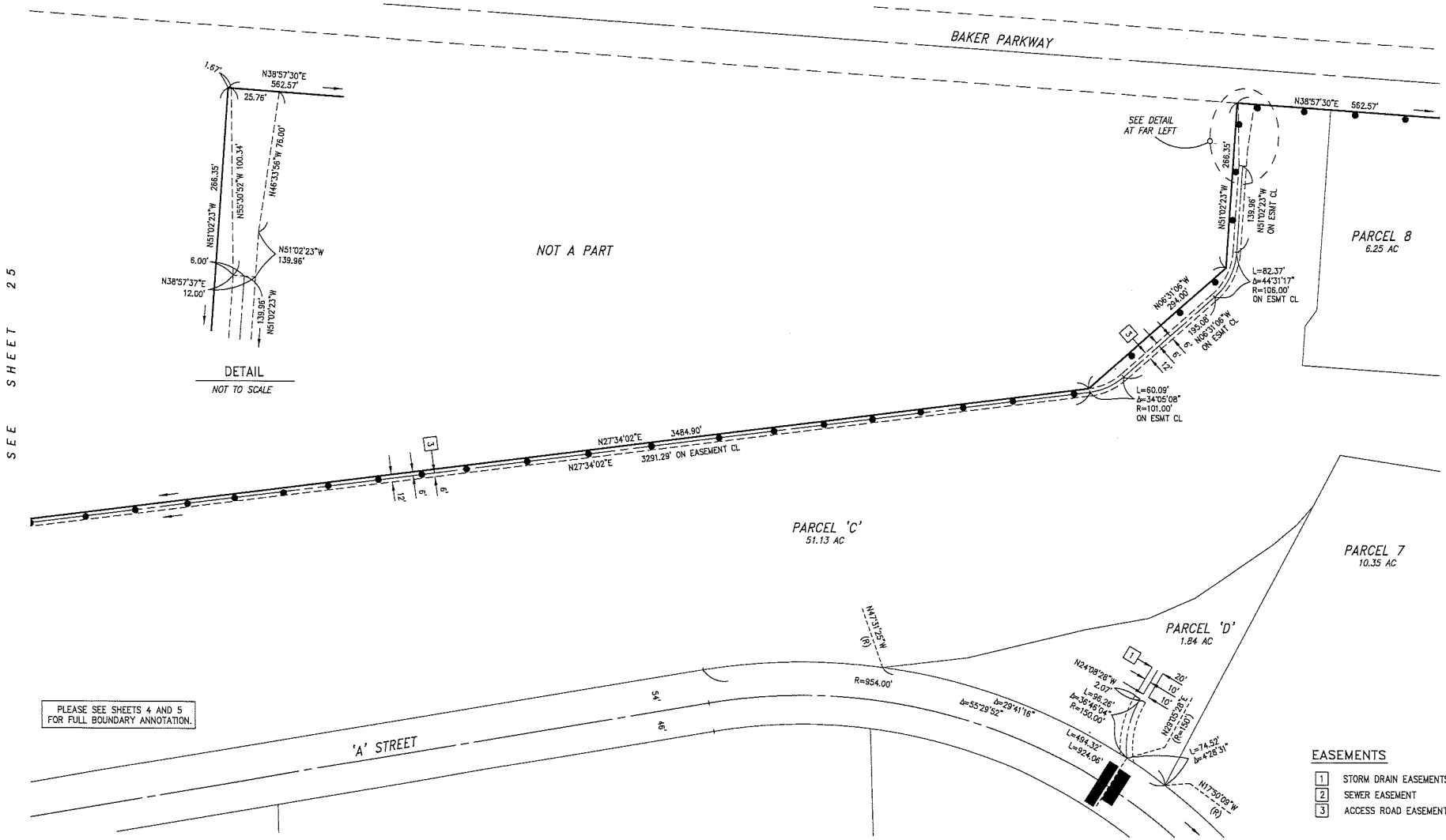
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 26 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

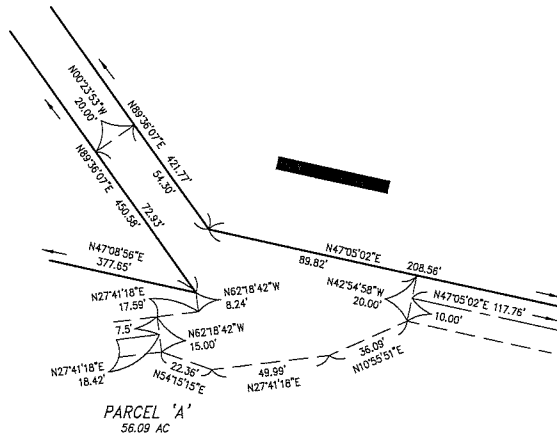
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

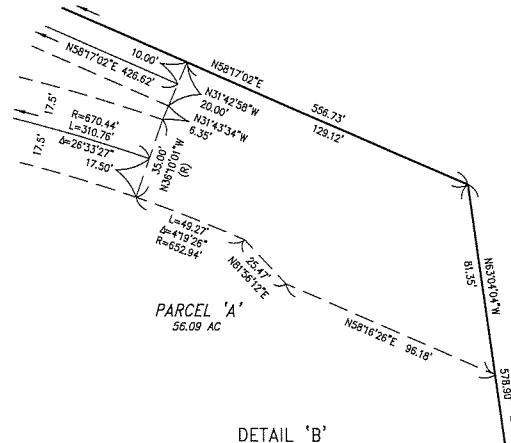
SHEET 27 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

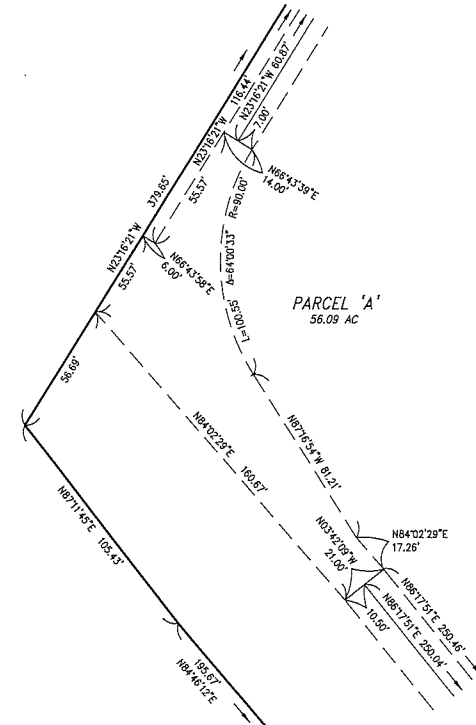
DEDICATED EASEMENTS



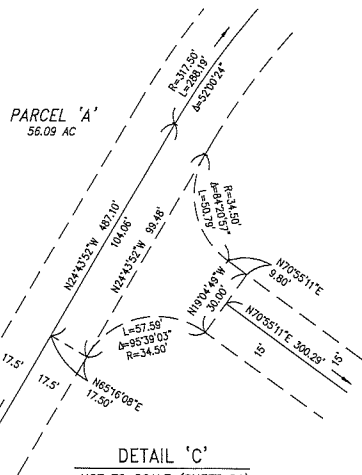
DETAIL 'A'
 NOT TO SCALE (SHEET 21)



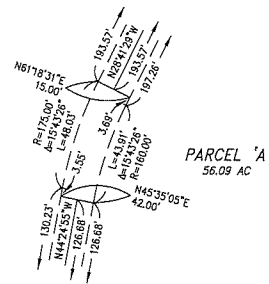
DETAIL 'B'
 NOT TO SCALE (SHEET 21)



DETAIL 'E'
 NOT TO SCALE (SHEET 22)



DETAIL 'C'
 NOT TO SCALE (SHEET 21)



DETAIL 'D'
 NOT TO SCALE (SHEET 21)

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

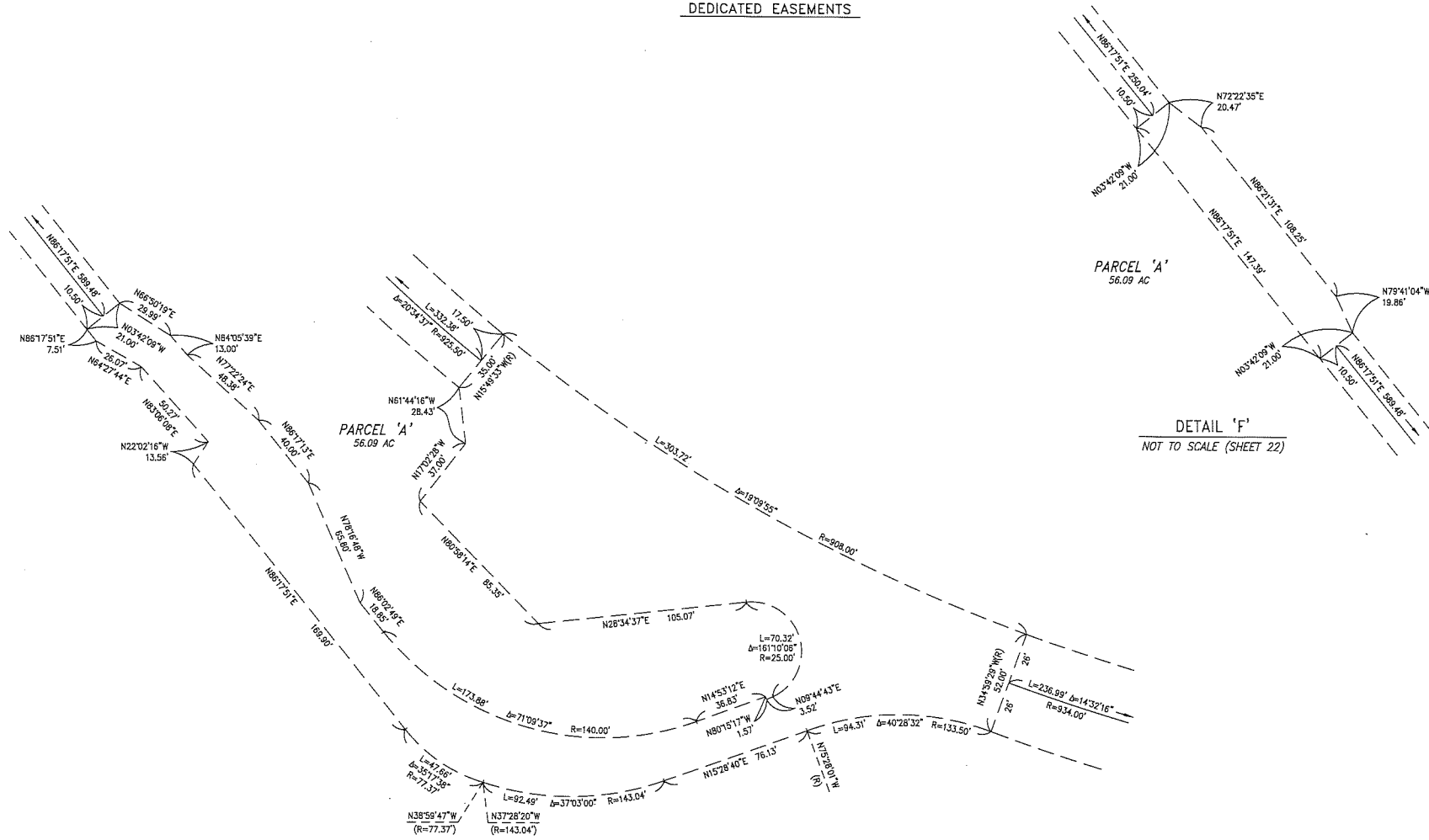
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 28 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



DETAIL 'G'
 NOT TO SCALE (SHEET 23)

DETAIL 'F'
 NOT TO SCALE (SHEET 22)

8 NUMBERED PARCELS
 10 LETTERED PARCELS
 GROSS AREA=341.60 ACRES
 NET AREA=310.99 ACRES
 SCALE: 1" = 600'

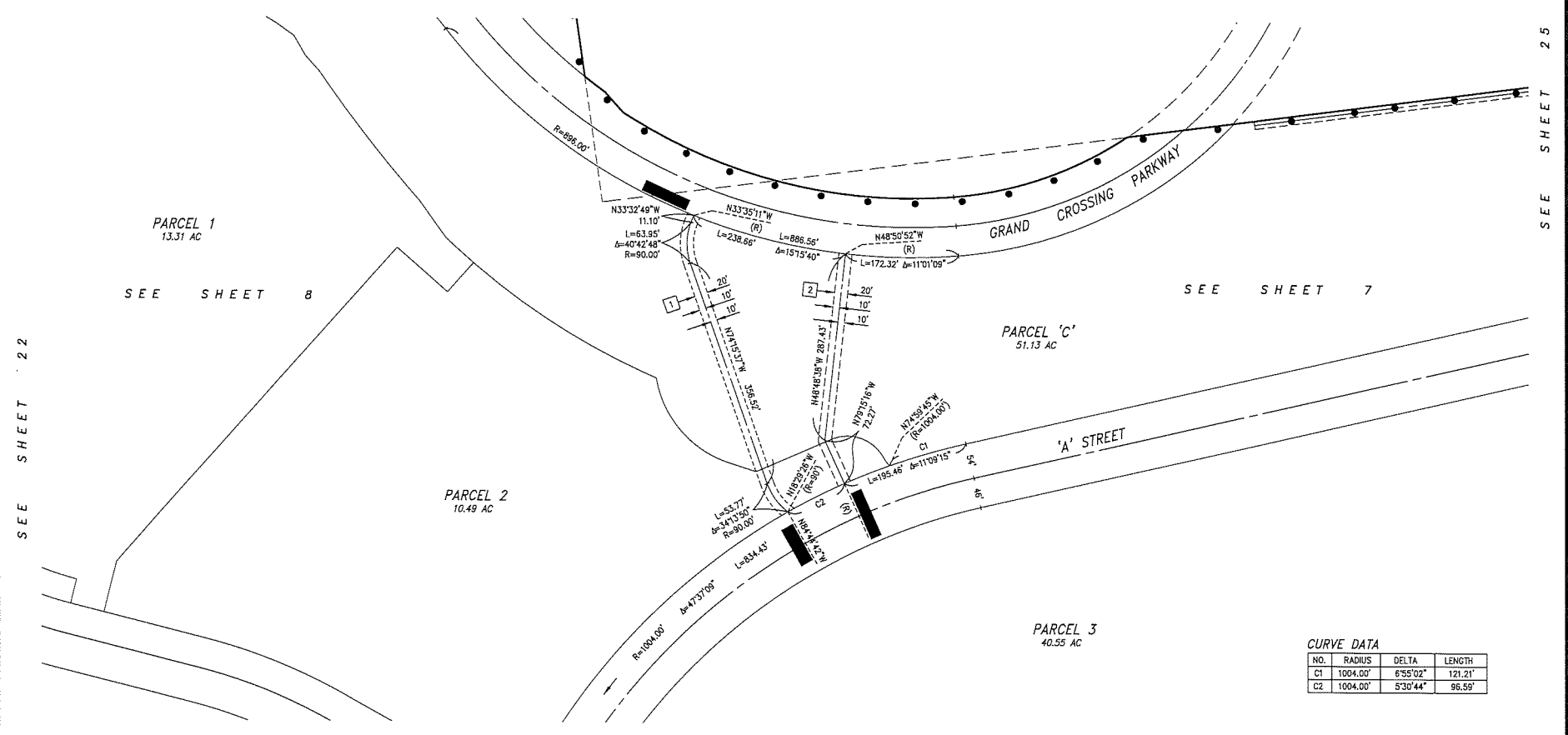
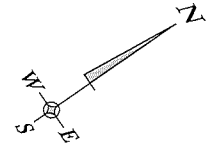
PARCEL MAP NO. 353

IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 30 OF 30 SHEETS

CARLOS UREÑA LS 8234
 PBLA ENGINEERING, INC.

DEDICATED EASEMENTS



SEE SHEET 22

SEE SHEET 8

SEE SHEET 7

SEE SHEET 23

SEE SHEET 25

PLEASE SEE SHEETS 4 AND 5
 FOR FULL BOUNDARY ANNOTATION.

CURVE DATA

NO.	RADIUS	DELTA	LENGTH
C1	1004.00'	6°55'02"	121.21'
C2	1004.00'	5°30'44"	96.55'

EASEMENTS

- 1 STORM DRAIN EASEMENTS
- 2 SEWER EASEMENT
- 3 ACCESS ROAD EASEMENTS

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Moss and Members of the City Council

FROM: Troy Helling, City Manager *TH*

STAFF: Nathalie Vazquez, Consultant Assistant Planner II *NV*
Dina Lomeli, Consultant Associate Planner *D.L.*

DATE: July 11, 2019

SUBJECT: Consideration of Development Plan 18-7, for the construction of an 8,075 square-foot addition to an existing industrial building located at 250 Turnbull Canyon Road

Proposal:

Caleb Wong, representing A&J Advantage LLC. ("Applicant"), is requesting approval of Development Plan No. 18-7 ("DP 18-07") to allow for the construction of an 8,075 square-foot addition to an existing 32,400 square-foot warehouse structure, located on a 1.86 acre parcel (81,022 square-feet), at 250 Turnbull Canyon Road ("Property"). With the proposed addition, the total square footage of the building will be 40,475 square-feet. The addition will match the materials and design of the existing warehouse, and will be used as additional warehouse space for the tenant. The proposed project will also include various site improvements, such as landscaping and the restriping of the existing parking lot. The Applicant's request complies with the City's development guidelines contained within Title 17 of the City's Municipal Code ("Code").

Staff Recommendation:

Pursuant to Section 17.36.020 of the Code, design review and approval by the City Council is required if the total cost of the improvements exceeds \$75,000.00, therefore; staff recommends that the City Council adopt:

1. Resolution No. CC 2019-32 approving DP 18-07 as conditioned.

Location and Surroundings:

As shown on the location map (Exhibit A), the project site is located within a squared lot on the northeast corner of Proctor Avenue and Turnbull Canyon Road. The Property is surrounded by industrial uses to the north, south, east, and west.

Table 1: Project Location and Description:

Item	Information	
Project Address	250 Turnbull Canyon Road	
Assessor's Parcel Number	8208-023-063	
Nearest Major Intersection	Proctor Avenue and Turnbull Canyon Road	
General Plan Designation	Employment	
Zoning Designation	Industrial	
Item	Information	
Surrounding Land Uses	North	Industrial
	South	Industrial
	East	Industrial
	West	Industrial
Existing Development	32,400 square-foot industrial building	
Proposed Development	8,075 square-foot warehouse addition	

Staff Analysis:

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

Table 2: Title 17 Zoning Standards

Standards	Required by Code	Providing	
Parcel Size	Minimum 50,000 square-feet	81,022 square-feet (1.86 acres)	
Building Square Footage	Maximum 40,511 square-feet	40,475 square-feet	
Parcel Frontage	Minimum 50 feet	Turnbull Canyon	225 feet
		Proctor Avenue	293 feet
Building Height	Maximum 150 feet	24 feet	
Parking	Minimum 71	71	
Landscaping	Minimum 9,722 square-feet	9,955 square-feet	
Setback	Minimum 30 feet	50 feet	

Property

The Property sits on a developed parcel (APN: 8208-023-063) that is 81,022 square-feet (1.86 acres) in size, with an existing 32,400 square-foot warehouse building, with a 225 foot parcel frontage off Turnbull Canyon Road, and a 293 foot parcel frontage off Proctor Avenue. City records show that the Property has operated as a warehouse for storage and wholesale distribution since January of 1977.

As shown on the attached site plan (Exhibit B) the proposed 8,075 square-foot addition will be located on the northeasterly corner of the Property and will include a roll up door, facing Proctor Avenue. The addition will be used as additional warehouse space, and the existing structure will remain a warehouse with limited office. New landscaping will be installed to wrap around the Property line, acting as a buffer with the public right of way and a neighboring properties. Additionally, the parking lot will be restriped as part of this project.

Access

The Property is served by multiple street access adequate in width and improved as necessary to carry the kind and quantity of traffic such use would generate. The Property is a square shape corner lot that is currently served by Turnbull Canyon Road and Proctor Avenue. The applicant will provide one, 31-foot driveway entrance and exit on Turnbull Canyon road, and a 32-foot driveway entrance and exit on Proctor Avenue. An existing driveway on Proctor Avenue will be removed and replaced with a sidewalk.

Compatibility

The proposed expansion to an existing warehouse is compatible with the surrounding properties and uses. The Property is located in an urbanized area and is surrounded by various industrial uses to the north, south, east, and west. Additionally, as shown in the elevations (Exhibit D) the architecture of the proposed expansion is consistent with the materials of the existing warehouse, which is stucco. The entire building will be painted blue with a darker shade of blue to the raceway.

Landscaping

Section 17.36.060.Q. of the City's Code requires that a minimum of 12 percent of the site be devoted to landscaping. The applicant is meeting this requirement by proposing 9,955 square-feet (12.28%) of landscaping. The landscaping buffers around the adjacent streets and properties.

Parking

Per Section 17.12.50.K. of the Code, parking for a 40,475 square-foot structure requires 50 spaces plus one space per 750 square feet of floor area over 25,000 square-feet. Based on this formula, a total of 71 parking spaces are required. The applicant is meeting this requirement by providing a total of 71 parking spaces on this site.

Environmental Analysis:

The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons: (1) the industrial use is consistent with the General Plan designation and all applicable General Plan policies, as well as with applicable zoning designation and regulations; (2) the proposed 8,075 square-foot addition to an existing 32,400 square-foot warehouse structure is located on a 1.86 acre lot within City limits making the project site of no more than five acres and is substantially surrounded by urban uses; (3) the project site is located within a fully developed lot with an existing 32,400 square-foot warehouse structure and is within a fully developed geographic area; therefore, has no value as a habitat for endangered, rare, or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed 8,075 square-foot expansion is a relatively minor addition and will be designed as a warehouse; therefore, continuing the existing use. In addition, the property is located in an urbanized setting and surrounded by urban areas and will continue to operate as an importer and distribution use, which is similar to other warehouses in the area; and (5) the site is adequately served by all required utilities and public services. The Notice of Exemption (Exhibit E) will be posted at the Los Angeles County Clerk's Office after approval by the City Council.

Fiscal Impact:

Development Plan 18-07 will have a positive impact on property tax revenues, increase sales tax and contribute to the City's professional environment.

Recommendation:

The proposed expansion complies with the use standards of the Municipal Code and satisfies the findings noted in the Resolution, Staff recommends that the City Council adopt Resolution No. CC 2019-32 (Exhibit F) approving Development Plan 18-7 the conditions of approval, and Notice of Exemption regarding same.

Exhibits:

- A. Location Map - DP 18-7
- B. Site Plan – DP 18-7
- C. Floor Plan - DP 18-7
- D. Elevations – DP 18-7
- E. Notice of Exemption DP 18-7
- F. Resolution No. PC 2019-32 recommending City Council approval of Development Plan No. 18-7 with findings of approval, Standard Requirements and Conditions of Approval.

EXHIBIT A

Location Map – Development Plan 18-7

[Attached]

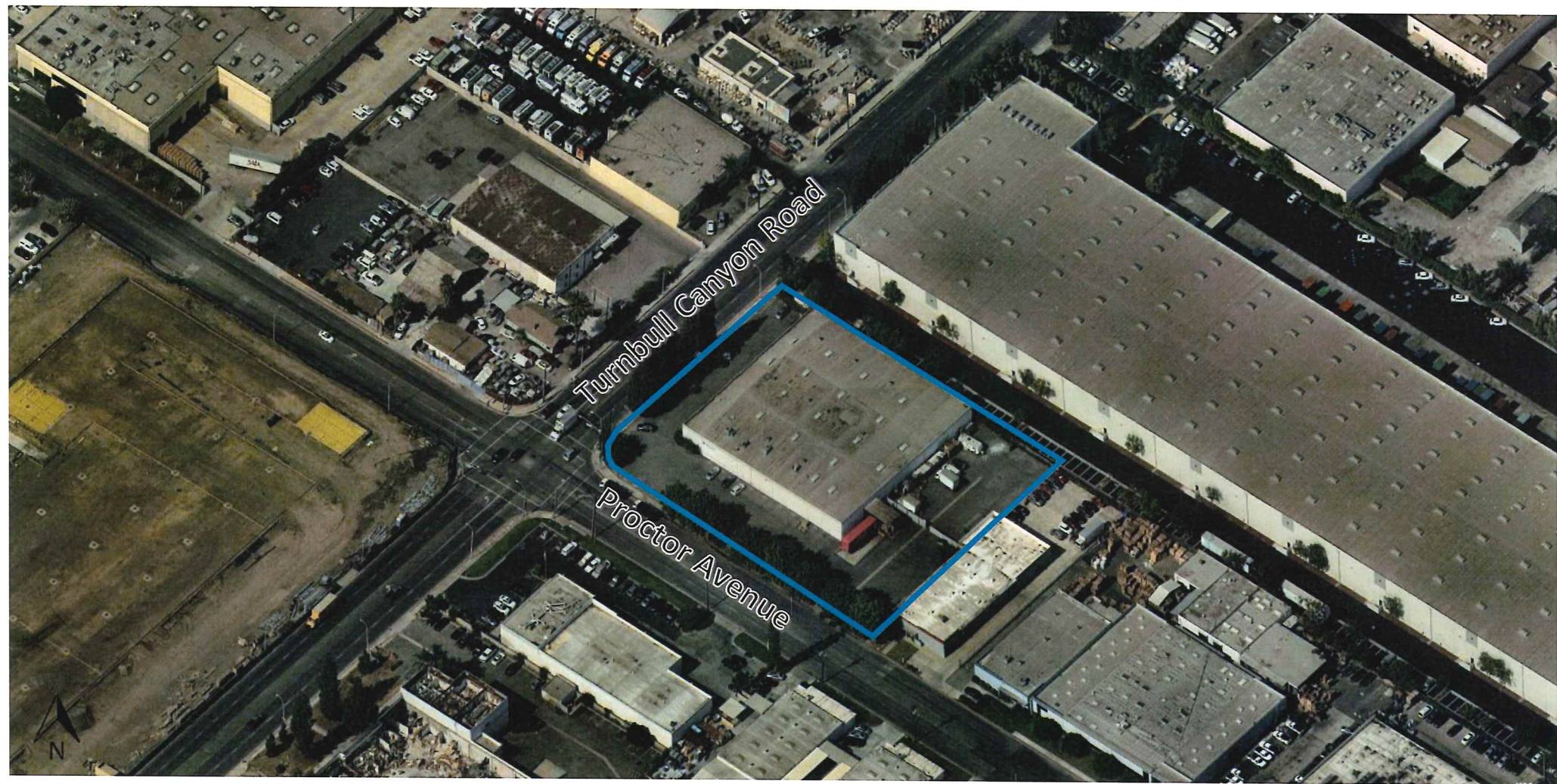
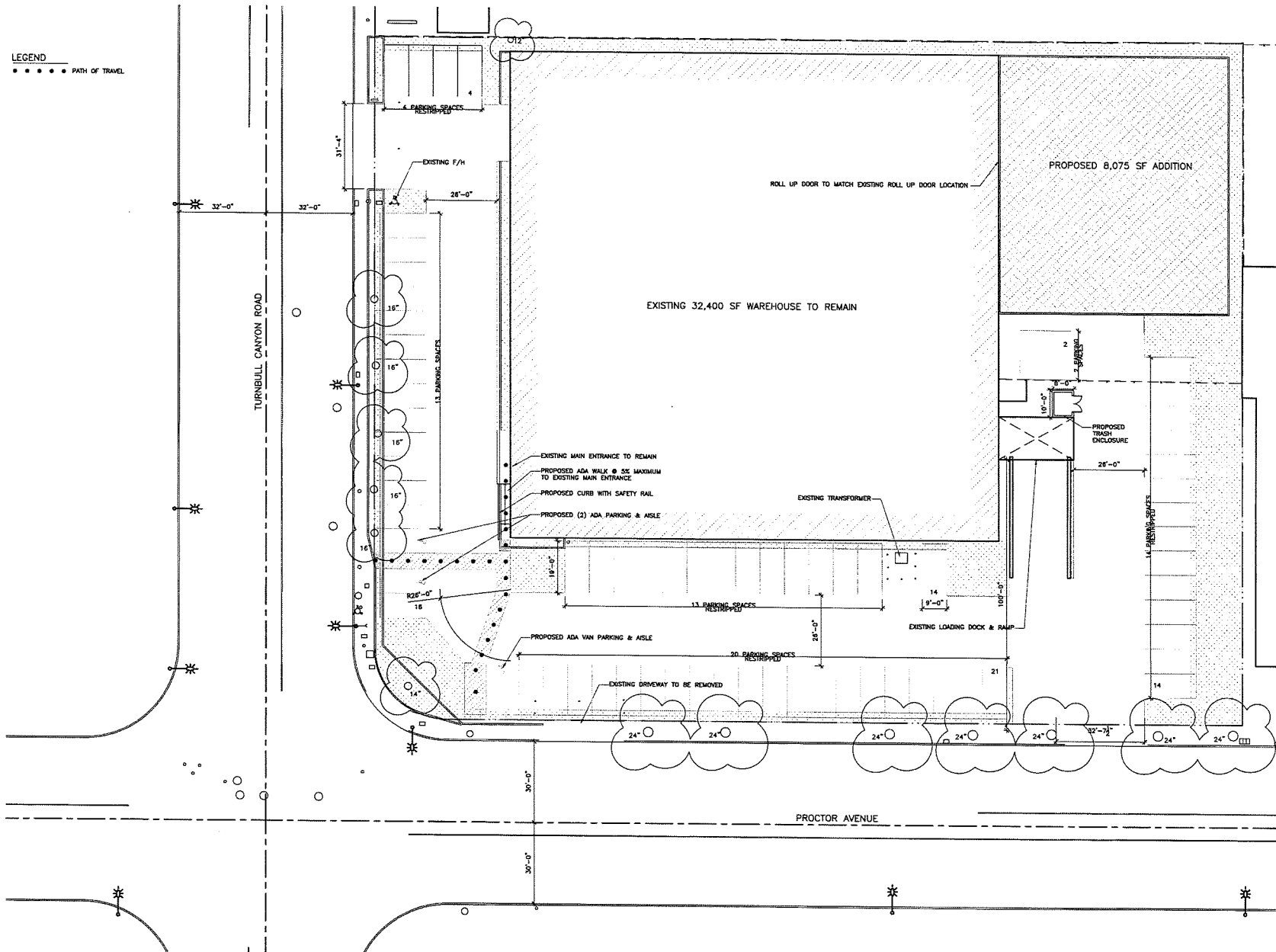


EXHIBIT B

Site Plan – Development Plan 18-7

[Attached]

LEGEND
 ● ● ● ● ● PATH OF TRAVEL



CD/A

CREATIVE DESIGN ASSOCIATES
 Architects, Interior Design, Planning
 1, 800, 818, 1810
 P. 924, 818, 1810
 7300 E. Harvard St.
 City of Industry, CA 91708
 www.cda.com

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Project:
**WAREHOUSE ADD.
 TURNBULL
 CANYON ROAD**

220 TURNBULL CANYON ROAD,
 CITY OF INDUSTRY, CA 91708

Client:
**A&J ADVANTAGE
 LLC.**

220 TURNBULL CANYON ROAD,
 CITY OF INDUSTRY, CA 91708

Contract:



Drawing Title:

PROPOSED SITE

CDA Project No. 172
 Date: 08/08
 Phase: CONCEPTUAL DESIGN
 Created By: BE
 Checked By: JG
 Project No.: 100
 Revision No.:
 Date:

Drawing No.:

① SITE PLAN
 SCALE: 1/8"=1'-0"



AS-102

EXHIBIT C

Floor Plan – Development Plan 18-7

[Attached]

CD/A

CREATIVE DESIGN
ASSOCIATES
Architects, Interior Design, Planning
T. HIGGINS/ARCHITECT
F. HIGGINS/INTERIOR
7700 S. HARRIS BL.
CITY OF INDUSTRY, CA 91706
www.cda-usa.com
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Project:
**WAREHOUSE ADD.
TURNBULL
CANYON ROAD**

300 TURNBULL CANYON ROAD,
CITY OF INDUSTRY, CA 91706

Client:
**A&J ADVANTAGE
L.L.C.**

Contributed Drawings
CITY OF INDUSTRY, CA 91706

1/2/2018



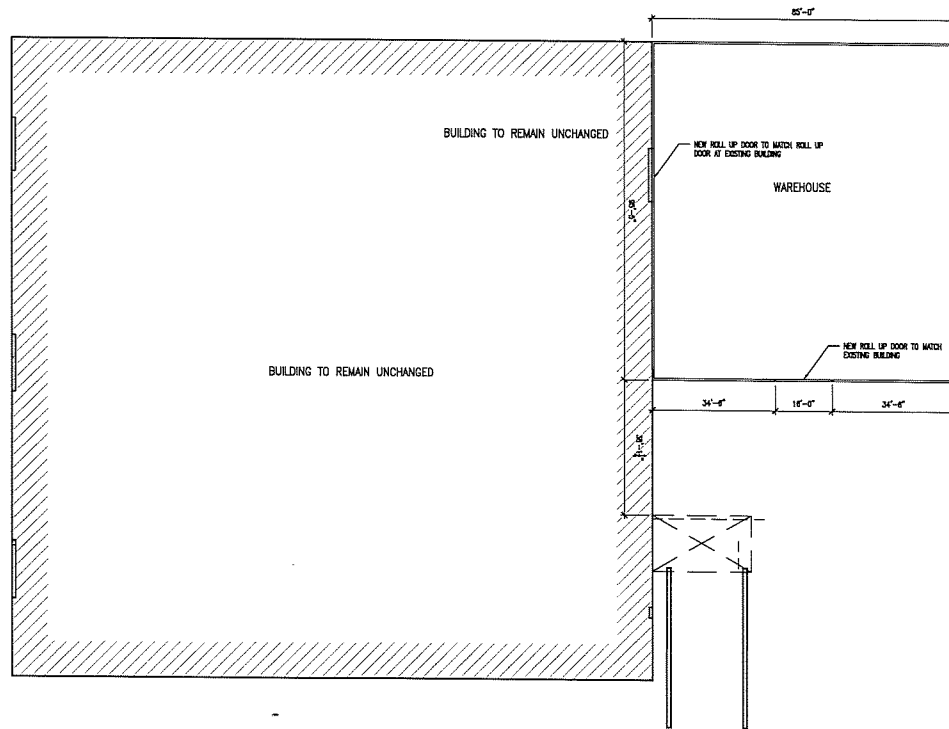
Drawing Title:

FLOOR PLAN

CDA Project No. 1773
Date: 09/18
Phase: CONCEPTUAL DESIGN
Checked By: JPH
Drawn By: JPH
Project No.: 1801
Revisions:

Drawing No.

A-101



1 GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"



Exhibit D

Elevations - Development Plan 18-7

[Attached]

CD/A

CREATIVE DESIGN ASSOCIATES
Architecture, Interior Design, Planning
17028 E. Rowland St.
City of Industry, CA 91748
www.cda-arts.com
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Project:
**WAREHOUSE ADD.
TURNBULL
CANYON ROAD**
250 TURNBULL CANYON ROAD,
CITY OF INDUSTRY, CA 91748

Client:
**A&J ADVANTAGE
LLC.**

250 TURNBULL CANYON ROAD,
CITY OF INDUSTRY, CA 91748

Stamp:



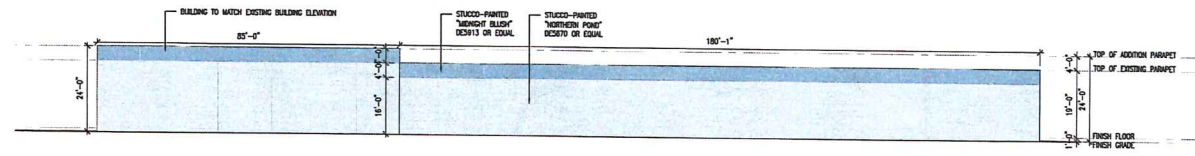
Drawing Title:

ELEVATIONS

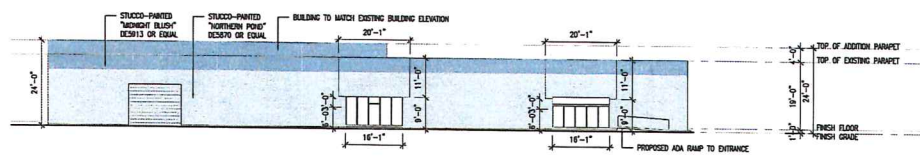
CDA Project No. 1723
Date: 4/21
Phase: CONCEPTUAL DESIGN
Created By: TD
Drawn By: TD
Project No.: 723
Revised:
Revised:

Drawing No.:

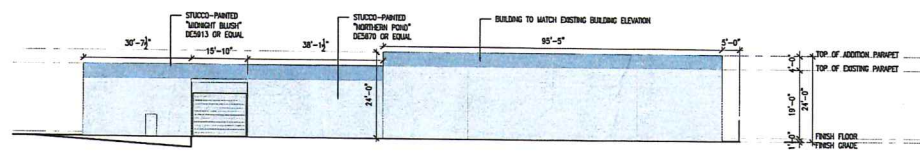
A-201



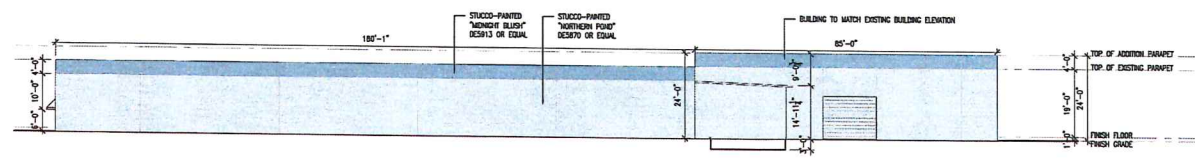
4 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

Exhibit E

Notice of Exemption - Development Plan 18-7

[Attached]

NOTICE OF EXEMPTION

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

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

Project Title: Development Plan 18-7

Project Location - Specific: 250 Turnbull Canyon Road

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

Description of Project: Development Plan 18-7, 8,075 square-foot addition to an existing 32,400 square-foot warehouse structure on a 1.86 acre parcel

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

Name of Person or Agency Carrying Out Project: Caleb Wong, representing A&J Advantage LLC

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:* 15332
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: The proposed project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons: (1) the industrial use is consistent with the General Plan designation and all applicable General Plan policies, as well as with applicable zoning designation and regulations; (2) the proposed 8,075 square-foot addition to an existing 32,400 square-foot warehouse structure is located on a 1.86 acre lot within City limits making the project site of no more than five acres and is substantially surrounded by urban uses; (3) the project site is located within a fully developed lot with an existing 32,400 square-foot warehouse structure and is within a fully developed geographic area; therefore, has no value as a habitat for endangered, rare, or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed 8,075 square-foot expansion is a relatively minor addition and will be designed as a warehouse; therefore, continuing the existing use. In addition, the property is located in an urbanized setting and surrounded by urban areas and will continue to operate as an importer and distribution use, which is similar to other warehouses in the area; and (5) the site is adequately served by all required utilities and public services.

Lead Agency

Contact Person: Nathalie Vazquez

Telephone: (626) 333-2211

Signature: _____

Date: 07-11-2019

Title: Consultant Assistant Planner II

Exhibit F

Resolution No. PC 2019-32

[Attached]

RESOLUTION NO. CC 2019-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INDUSTRY, CALIFORNIA, APPROVING DEVELOPMENT
PLAN NO. 18-7, FOR THE CONSTRUCTION OF AN 8,075
SQUARE-FOOT ADDITION TO AN EXISTING INDUSTRIAL
BUILDING AT 250 TURNBULL CANYON ROAD, CITY OF
INDUSTRY, CALIFORNIA, AND NOTICE OF EXEMPTION
REGARDING SAME, AND MAKING FINDINGS IN
SUPPORT THEREOF**

RECITALS

WHEREAS, on June 6, 2019, Caleb Wong, representing A&J Advantage LLC. (“Applicant”) filed a complete application requesting approval of Development Plan (“DP”) No. 18-7 described herein (“Application”); and

WHEREAS, the Application applies to a 1.86 acre property at 250 Turnbull Canyon Road, City of Industry, California, Assessor’s Parcel Number 8208-023-063 (“Property”); and

WHEREAS, the Applicant is proposing to construct an 8,075 square-foot addition to an existing 32,400 square-foot industrial building, located in the “M” Industrial zone and, in accordance with Section 17.36.020 of the City’s Municipal Code (“Code”), a DP is required for this type of activity; and

WHEREAS, the Land Use Element of the General Plan designates the Property as Employment. The proposed construction of a new industrial warehouse building is consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to the City’s requirements. Based upon independent staff analysis and in accordance with CEQA, this project is exempt per Section 15332 (Class In-Fill Development Projects (a) through (e)). This Class 32 exemption applies to this development because it is an industrial use that is consistent with the General Plan and the City’s zoning code, the 1.86 acre lot is less than five acres, the project is within a fully developed area and property therefore has no value as there is no habitat or endangered species, there are no significant effects anticipated as a result of this project in relation to traffic, noise or air quality, or water quality because it is located within an urban area, and the property is currently served by all required utilities and public services.

WHEREAS, on July 11, 2019 the City Council of the City of Industry conducted a duly noticed public meeting on the Application, and considered all testimony written and oral; and

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

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

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

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

SECTION 3: Based upon independent staff analysis and in accordance with CEQA, this project is exempt from the California Environmental Quality Act (CEQA) per Section 15332 (Class 32 In-Fill Development Projects (a) through (e)) of the CEQA Guidelines for the following reasons: (1) the industrial use is consistent with the General Plan designation and all applicable General Plan policies, as well as with applicable zoning designation and regulations, as industrial warehouses are permitted in the "M" Industrial zone, upon approval of a development plan; (2) the proposed 8,075 square-foot addition to an existing 32,400 square-foot warehouse structure is located on a 1.86 acre lot within City limits, making the project site of no more than five acres and is substantially surrounded by urban uses; (3) the project site is located within a developed lot with an existing 32,400 square-foot building that has operated as a warehouse since January of 1977 and is within a fully developed geographic area; therefore, it has no value as a habitat for endangered, rare, or threatened species; (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality because the proposed 8,075 square-foot expansion is a relatively minor addition and will be designed as a warehouse; therefore, continuing the existing use. In addition, the property is located in an urbanized setting and surrounded by urban areas and will continue to operate as an importer and distribution use, which is similar to other warehouses in the area; and (5) the site is adequately served by all required utilities and public services. Based on these criteria and on staff's analysis, the City Council adopts the Notice of Exemption and directs staff to file the same as required by law.

SECTION 4: Based upon substantial evidence presented to the City Council during the July 11, 2019 public meeting, including public testimony and written and oral staff reports, this City Council finds as follows:

(a) The site is suitable for development in accordance with the development plan because the project is in conformance with the City's General Plan, Zoning Code and all applicable development standards outlined within Section 17.36.060 of the Code. This includes: setbacks, building height, parking and landscape standards.

(b) The total development is arranged to avoid traffic congestion, ensure the public health, safety and general welfare or prevent adverse effects upon neighboring properties because it has been designed to minimize any potential impacts by complying with the City's current Code. The Applicant, existing and potential business owners and tenants, and the property owner are also responsible for complying with the current Los Angeles County Building and Los Angeles County Fire Codes. The project complies with the Citywide driveway and drive aisle requirements to reduce traffic and congestion. Furthermore, the attached conditions of approval set operational and management standards that ensure the businesses will operate in a manner consistent with the General Plan's policies related to noise, safety, property maintenance, and maintaining a professional appearance.

(c) The proposed building will be in general accord with all elements of the City's Zoning Ordinance because the Project complies with all development standards in regards to building setbacks, building height, parking, access, screening and design.

(d) The development is consistent with the provisions of the general plan or any applicable redevelopment plan. The proposed addition of a warehouse is consistent with the land use designation of employment found in the City's General Plan. These allowable land uses include (and are not limited to) manufacturing, warehousing and storage. The project is also compatible with surrounding properties and uses because the surrounding area is composed of warehouses and industrial buildings. The uses of the surrounding properties may change, but the character will remain industrial in nature and consistent with the general plan and zoning designations of the site. The project also supports several goals and policies of the General Plan by encouraging development and attracting a variety of industrial establishments in order to contribute to the City's economic sustainability and strategic growth.

SECTION 5: Based upon the foregoing findings, the City of Council hereby approves DP No. 18-7, subject to the conditions contained in Attachment 1, attached hereto and incorporated herein by reference.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on July 11, 2019 by the following vote:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

Cory Moss, Mayor

ATTEST:

Julie Gutierrez-Robles
Deputy City Clerk

Attachment 1

Conditions of Approval – Development Plan 18-7

[Attached]



CITY OF INDUSTRY

Standard Requirements and Conditions of Approval

Application: Development Plan 18-07

Applicant: Caleb Wong representing A&J Advantage LLC.

Location: 250 Turnbull Canyon Road

Use: 8,075 square-foot addition to an existing industrial building.

Conditions of Approval

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

1. All proposed site improvements must conform to the development plan approved per Development Plan Number 18-07.
2. All fixtures on the existing and proposed structure shall be painted to match the color of the structure.
3. Exterior lighting attached to the proposed addition and the existing building wall shall match.

Code Requirements and Standards

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

1. All development shall comply with the approved Development Plan.
2. The Development Plan approval expires twelve (12) months after the date of approval by the City Council if a building permit for each building and structure thereby approved has not been obtained within such period.

3. The Applicant shall construct adequate fire protection facilities to the satisfaction of the Los Angeles County Fire Department.
4. All exterior surfaces of buildings and appurtenant structures shall be painted in accordance with the approved Development Plan.
5. The Applicant shall provide off-street parking as shown on the approved Development Plan.
6. Building plans shall be submitted to and approved by the Los Angeles County Engineer's Office - Building and Safety Division prior to the issuance of a building permit. All development shall be completed in substantial compliance with the approved Development Plan.
7. Demolition and construction operations shall be limited to the hours (7:00 am to 7:00 pm) prescribed by the Los Angeles County Noise Ordinance (Los Angeles County Municipal Code, Section 12.08.390).
8. Prior to Planning Final, all outstanding fees and invoices due to the City shall be paid in full. If requested by City Staff, the Applicant shall provide proof of payment.
9. The Applicant is required to submit landscape plans and automatic irrigation plans to be approved by the Planning Department prior to the issuance of a building permit. Such plans shall be in substantial conformity with the approved development plan.
10. No outdoor storage of any personal property, building materials, or other property not permanently affixed to the Property is allowed.
11. All roof mechanical equipment shall be screened from the public right of way.

Engineering

1. The applicant shall provide drainage and grading plans to be approved by the City Engineer prior to the issuance of a building permit. Such plans shall be in substantial conformity with the development plans.
2. The applicant shall supply sanitary sewer facilities to serve all buildings to the satisfaction of the City Engineer prior to the final approval of the development and hook-up utilities.
3. The owner of the property must comply with the Subdivision Ordinance of the City of Industry.
4. Depending upon the nature of the propose used, the applicant shall obtain an Industrial Waste Permit or receive Domestic Wastewater Clearance form the City Engineer depending on the building use.

5. The applicant shall construct curb, gutter, pave-out, necessary drainage facilities, and sidewalk along street frontage in accordance with City standards and specifications.
6. The applicant shall construct storm drains and water quality devices to the satisfaction of the City Engineer prior to the final approval of the development and the hook-up of utilities.
7. Street lights shall be designed and installed along the street frontage of a development to the satisfaction of the City Engineer.
8. Prior to the issuance of building permits for any interior improvements that serve to create separate units within the building, the applicant shall consult with the City Engineer and demonstrate that each separate unit is equipped with its own sewer line and that the sewer lines join together before the connection to the main sewer line. This will allow for the addition of a clarifier or grease interceptor if required to serve future tenants/uses in the building.
9. In conformance with Chapter 13.16 of the Municipal Code and prior to the start of grading and construction, the applicant will implement an effective combination of erosion and sediment control BMPs consistent with the NPDES construction general permit to prevent erosion and sediment loss and the discharge of construction wastes, to the satisfaction of the City Engineer, which shall be in the form of a storm water soil loss prevention plan (also called an erosion control plan or a water pollution control plan).
10. In conformance with Chapter 13.16 of the Municipal Code, the Applicant shall provide:
 - 1) a Low Impact Development (LID) plan; and
 - 2) an operations, maintenance, and monitoring plan to the City Engineer for review and approval. Upon approval, the Applicant shall construct storm drains and water quality devices according to the approved plans and the satisfaction of the City Engineer. Prior to building final and/or issuance of the certificate of occupancy, the Applicant shall provide the City Engineer with a signed and recorded covenant and agreement stating that the Property and all structural or treatment control Best Management Practices (BMPs) will be maintained in compliance with the municipal NPDES permit (also sometimes called the MS4 permit) and other applicable regulatory requirements.
11. In conformance with Chapter 13.16 of the Municipal Code, all future owners or successors of a property subject to a requirement for maintenance of structural and treatment control BMPs must either:
 - 1) assume responsibility for maintenance of any existing structural or treatment control BMPs at least once a year and retain proof of maintenance/inspection for review by the City Engineer upon request; or
 - 2) replace an existing structural or treatment control BMP with new control measures or BMPs meeting the then current standards of the City and the municipal NPDES permit. Prior to building final and/or issuance of the certificate of occupancy, this requirement will be included in a recorded restrictive covenant on Property and included in any sale or lease agreement or deed of the Property.

Interpretation and Enforcement

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

Indemnification and Hold Harmless Condition

1. The Applicant and each of its heirs, successors and assigns, shall defend, indemnify and hold harmless the City and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council and Planning Commission concerning this project. The City shall promptly notify the Applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.
2. The Applicant and Property Owner shall file an executed and acknowledged Acceptance of these Standard Requirements and Conditions of Approval of the Development Plan within 10 days after the approval, or the Development Plan shall be of no further force or effect.

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

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

MEMORANDUM

To: Honorable Mayor Moss and Members of the City Council

From: Troy Helling, City Manager *TH*

Date: July 25, 2019

SUBJECT: Consideration to contribute \$105,000.00 to the Gabriel Foundation.

Background:

The Gabriel Foundation ("Foundation") is a California non-profit organization raises funds to provide programs and resources to disadvantaged children throughout the San Gabriel Valley. The Foundation has sponsored the Community Kids Day and has introduced Western Heritage to thousands of children in the grades three through five. The City's donation serves a public purpose in that the Foundation is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff's Youth Athletic League, Delhaven Community Center, The East Valley Boys & Girls Club, and countless other organizations. The City's donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas. In 2018, The Gabriel Foundation received a \$105,000.00 donation from the City of Industry. This year's donation of \$105,000.00 will continue to support and provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children.

Recommendation:

Staff recommends that the City Council approve the \$105,000.00 contribution to the Gabriel Foundation and recommends that the City Council adopt Resolution No. CC 2019-33.

Exhibits:

- A. Funding request letter
- B. Resolution No. CC 2019-33



**The Gabriel Foundation
Industry Hills Charity Events Council
PO Box 7006
City of Industry CA 91744-7006**



THE GABRIEL FOUNDATION

RON MCPEAK, PRESIDENT
TIM SEAL, VICE PRESIDENT
PATRICK MEDLOCK, CFO
BOB DIPRE, SECRETARY
JAN BRUMLEY
KEN CALVO
GARY DUDLEY
LARRY HARTMANN
DOUG KNUDSON
JOHN KRAMAR
ROBERT PACHECO
DAVID PEREZ
VINCE PEREZ
KEN RAMMELL
PAUL SPITZZERI

CHARITY EVENTS COUNCIL

LARRY HARTMANN, CHAIRMAN
KEN CALVO, VICE CHAIR
RON MCPEAK, VICE CHAIR
KEN RAMMELL, PAST CHAIR
PATRICK MEDLOCK, CPA TREA
LEONA HARRIS, ADMIN
JAN BRUMLEY
DES DONNELLAN
KRYSTI DRYER
GARY DUDLEY
DALE DUNCAN
CORINNE HARTMANN
CHANDRA HOWDEN
JOHN KRAMAR
JOANNE MCCLASKEY
PETE MILLER
VINCE PEREZ
TIM SEAL
PAUL SPITZZERI

The Gabriel Foundation
Nonprofit Organization
501(c)(3) EIN 95-4021720

June 23, 2019

TO Troy Helling, City Manager

FROM The Gabriel Foundation
Industry Hills Charity Events Council

We are honored to have the City of Industry as our major sponsor for our 34th year of fundraising for The Gabriel Foundation Mission.

Our Grant Awards Banquet brought together our Sponsors for their well-deserved recognition along with their beneficiaries providing this forum to actually engage with the recipients of their generosity. A presentation by the Board Members of our Beneficiaries provided an opportunity to acquire first hand the valuable services they provide to our children.

The Gabriel Foundation distributed Grant Award Checks to each qualifying awardee in support of their dedication and accomplishments with our disadvantaged children of all ages.

The City of Industry was recognized as the major sponsor by The Gabriel Foundation, the Industry Hills Charity Events Council, and the Office of Senator Susan Rubio for outstanding support of our underprivileged children at our annual community events including our Community Kids Day and the 33rd Industry Hills Charity Pro Rodeo.

The City of Industry consideration of \$105,000 major sponsorship will be gratefully appreciated and respectfully honored at the 2020 Grant Awards Banquet.

*Ron McPeak, President Larry Hartmann, Chairman
The Gabriel Foundation Industry Hills Charity Events Council*

RESOLUTION NO. CC 2019-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING A DONATION TO THE GABRIEL FOUNDATION IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) TO SUPPORT COMMUNITY PROGRAMS AND EVENTS

RECITALS

WHEREAS, The Gabriel Foundation (“Foundation”) is a California non-profit organization raises funds to provide programs and resources to disadvantaged children throughout the San Gabriel Valley. The Foundation has sponsored the Community Kids Day and has introduced Western Heritage to thousands of children in the grades three through five; and

WHEREAS, the Foundation requested a donation from the City to assist in operating it’s programs, promotion and conducting its events; and

WHEREAS, In 2018, Foundation received a \$105,000.00 donation from the City to assist in the operation of its programs, promotion and conducting its events by resolution; and

WHEREAS, In 2019, the City plans to donate \$105,000.00 to the Foundation to assist in the operation of its programs, promotion and conducting its events; and

WHEREAS, the City’s donation serves a public purpose in that the Foundation is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff’s Youth Athletic League, Delhaven Community Center, The East Valley Boys & Girls Club, and countless other organizations. The City’s donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas; and

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

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

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

SECTION 2: The City’s donation serves a public purpose in that the Foundation is a California non-profit organization and is able to provide grant funds to various organizations throughout the San Gabriel Valley that work to assist children in need, including, but not limited to, the Industry Sheriff’s Youth Athletic League, Delhaven Community Center, The East Valley

Boys & Girls Club, and countless other organizations. The City's donation will allow the Foundation to provide grant funding to assist non-profit organizations in the community and surrounding areas.

SECTION 3: The City Council approves a donation to the Foundation in the amount of One Hundred Five Thousand Dollars (\$105,000.00).

SECTION 4: The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on July 11, 2019, by the following vote:

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

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, Deputy City Clerk