

CITY OF INDUSTRY

CITY COUNCIL REGULAR MEETING AGENDA

JUNE 28, 2018
9:00AM



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

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

Addressing the City Council:

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

Americans with Disabilities Act:

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

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m., with the exception of every other Friday closing at 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 June 28, 2018

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

6. **ACTION ITEMS**

6.1 Presentation regarding the San Gabriel Valley Superfund Site Puente Valley Operable Unit

RECOMMENDED ACTION: Receive and file the report.

6.2 Presentation of the Economic Analysis Study of the City of Industry by the Emerson Consulting Group, Inc.

RECOMMENDED ACTION: Receive and file the report.

6.3 Consideration of Resolution No. CC 2018-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE INDUSTRY PUBLIC FACILITIES AUTHORITY, AND INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2018-19 PROPOSED OPERATING BUDGET AND FISCAL YEAR 2018-19 PROPOSED CAPITAL IMPROVEMENT PROGRAM BUDGET

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-30.

6.4 Consideration of Resolution No. CC 2018-31 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, RESCINDING RESOLUTION NO. CC 2017-21 AND ADOPTING SALARY RANGE SCHEDULES FOR CITY EMPLOYEES AND CITY ELECTED OFFICIALS FOR FISCAL YEAR 2018-2019

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-31.

6.5 Consideration of Resolution No. CC 2018-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ESTABLISHING THE FISCAL YEAR 2018-19 APPROPRIATIONS LIMITATION AND SELECTING THE GROWTH IN

CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-32.

- 6.6 Consideration of Ordinance No. 805 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 10.40.010 OF CHAPTER 10.40 (SPEED LIMITS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CITY OF INDUSTRY MUNICIPAL CODE (FIRST READING)

RECOMMENDED ACTION: 1) Waive reading of Ordinance No. 805 and read by title only; and 2) introduce Ordinance No. 805.

- 6.7 Discussion and direction regarding the possibility of hiring an additional Public Relations firm

RECOMMENDED ACTION: Provide direction to staff.

- 6.8 Discussion regarding a request from the Veterans of Foreign Wars Post No. 1944 for a \$300,000.00 contribution to remodel four restrooms to meet the American Disability Act (ADA) Standards

RECOMMENDED ACTION: Provide direction to staff.

- 6.9 Consideration of a Maintenance Services Agreement with Janus Pest Management, Inc., for on-call pest control services at Tonner Canyon in an amount not-to-exceed \$21,992.00 from June 28, 2018 to June 28, 2019

RECOMMENDED ACTION: Approve the Agreement.

- 6.10 Consideration of an Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for participation in a joint Dominguez Channel/Harbor Toxic Total Maximum Daily Load (TMDL) Monitoring Program

RECOMMENDED ACTION: Approve the Agreement.

- 6.11 Consideration of Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, increasing compensation under the original amount by \$10,660.00, through May 9, 2019 (Contract No. PL-JN-18-002-SS)

RECOMMENDED ACTION: Approve the Amendment.

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

RECOMMENDED ACTION: Approve the Amendment.

- 6.13 Consideration of a First Amendment to Betterment Agreement for Installation of new ramps at Lemon Avenue and State Route 60 by and between the City of Diamond Bar, the City of Industry and the Alameda Corridor-East Construction Authority of the San Gabriel Valley Council of Governments

RECOMMENDED ACTION: Approve the Amendment.

- 6.14 Consideration of Amendment No. 2 to the Professional Services Agreement with Annealta Group to provide Staff Augmentation Planning Services, increasing compensation in the original amount by \$2,100,000.00 from December 8, 2016 to December 8, 2019

RECOMMENDED ACTION: Approve the Amendment.

- 6.15 Consideration of Amendment No. 2 to the Property and Casualty Claims Administration Services Agreement with Keenan and Associates from July 1, 2018 to June 30, 2019

RECOMMENDED ACTION: Approve the Amendment.

7. **CITY COUNCIL COMMITTEE REPORTS**

8. **AB 1234 REPORTS**

9. **CITY COUNCIL COMMUNICATIONS**

10. **CLOSED SESSION**

- 10.1 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (2 Potential Cases)

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

- a. Property: 15600 Stafford Street and 100 North Hacienda Boulevard, City of Industry, CA, also known as known as Assessor Parcel Numbers 8208-025-902, 8208-025-922, and 025-025-948

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

Negotiating Parties: Successor Agency to the Industry Urban-
Development Agency
Under Negotiation: Price and terms of payment

11. **ACTION ITEM**

11.1 Consideration of Resolution No CC 2018-33 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 15660 STAFFORD STREET, CITY OF INDUSTRY AND NOTICE OF EXEMPTION REGARDING SAME

RECOMMENDED ACTION: Adopt Resolution No. CC 2018-33.

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

CITY COUNCIL

ITEM NO. 5.1

**CITY OF INDUSTRY
AUTHORIZATION FOR PAYMENT OF BILLS
CITY COUNCIL MEETING OF JUNE 28, 2018**

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
100	GENERAL FUND	2,792,362.79
103	PROP A FUND	7,111.73
120	CAPITAL IMPROVEMENT FUND	3,668,460.93
161	IPUC - ELECTRIC	159,773.81
TOTAL ALL FUNDS		6,627,709.26

BANK RECAP:

<u>BANK</u>	<u>NAME</u>	DISBURSEMENTS
BOFA	BANK OF AMERICA - CKING ACCOUNTS	178,004.99
REF	REFUSE - CKING ACCOUNT	740,119.79
WFBK	WELLS FARGO - CKING ACCOUNT	5,709,584.48
TOTAL ALL BANKS		6,627,709.26

APPROVED PER ACTING CITY MANAGER

CITY OF INDUSTRY

BANK OF AMERICA

June 28, 2018

Check	Date			Payee Name	Check Amount
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CITYELEC.CHK - City Electric

1446	06/13/2018			CITY OF INDUSTRY	\$109,089.78
	Invoice	Date	Description		Amount
	06/13/18	06/13/2018	TRANSFER FUNDS-ELECTRIC		\$109,089.78

CITYGEN.CHK - City General

24401	06/13/2018			CIVIC RECREATIONAL INDUSTRIAL	\$50,000.00
	Invoice	Date	Description		Amount
	06/13/18	06/13/2018	TRANSFER FUNDS-CRIA A/P		\$50,000.00

24402	06/13/2018			INDUSTRY PROPERTY & HOUSING	\$15,000.00
	Invoice	Date	Description		Amount
	06/13/18	06/13/2018	TRANSFER FUNDS-IPHMA A/P		\$15,000.00

PROPA.CHK - Prop A Checking

11767	06/14/2018			CITY OF INDUSTRY	\$3,915.21
	Invoice	Date	Description		Amount
	06/14/18	06/14/2018	TRANSFER FUNDS-PROP A A/P		\$3,915.21

CITY OF INDUSTRY

BANK OF AMERICA

June 28, 2018

Check	Date	Payee Name	Check Amount
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Checks	Status	Count	Transaction Amount
	Total	4	\$178,004.99

**CITY OF INDUSTRY
WELLS FARGO REFUSE**

June 28, 2018

Check	Date	Payee Name	Check Amount
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REFUSE - Refuse Account

Check	Date	Description	Amount
WT247	06/06/2018	CITY OF INDUSTRY DISPOSAL CO.	\$740,119.79
3243961	06/06/2018	REFUSE SVC 5/24-5/31/18	\$740,119.79

Check	Status	Count	Transaction Amount
	Total	1	\$740,119.79

CITY OF INDUSTRY

WELLS FARGO BANK

June 28, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68978	06/12/2018		AT & T	\$225.00
	Invoice	Date	Description	Amount
	8964618606	06/01/2018	06/01-06/30/18 SVC - 600 S BREA CYN RD-METROLINK	\$225.00
68979	06/12/2018		FRONTIER	\$2,487.51
	Invoice	Date	Description	Amount
	2018-00001532	05/25/2018	05/25-06/24/18 SVC - EM-21535 BAKER PKWY BLDG 20	\$51.37
	2018-00001533	05/25/2018	05/25-06/24/18 SVC - EM-21760 GARCIA LN	\$66.30
	2018-00001534	05/28/2018	05/28-06/27/18 SVC - EM-21912 GARCIA LN-ALARM	\$66.30
	2018-00001535	05/28/2018	05/28-06/27/18 SVC - EM-179 S. GRAND AVE	\$37.78
	2018-00001536	05/28/2018	05/28-06/27/18 SVC - EM-21700 BAKER PKWY BLDG23	\$51.37
	2018-00001537	06/01/2018	06/01-06/30/18 SVC - VARIOUS GENERATOR SITES	\$1,054.51
	2018-00001538	06/01/2018	06/01-06/30/18 SVC - VARIOUS SITES	\$963.73
	2018-00001539	06/02/2018	06/02-07/01/18 SVC - 1015 NOGALES ST PUMP STN	\$51.16
	2018-00001540	06/02/2018	06/02-07/01/18 SVC - IH GOLF COURSE FUEL PUMP	\$144.99
68980	06/12/2018		ROWLAND WATER DISTRICT	\$3,879.75
	Invoice	Date	Description	Amount
	2018-00001565	05/30/2018	04/16-05/17/18 SVC - 1123D HATCHER STREET	\$55.84
	2018-00001566	05/30/2018	04/16-05/17/18 SVC - AZUSA AVE (RC)	\$63.87
	2018-00001567	05/30/2018	04/16-05/17/18 SVC - 755 NOGALES (RC)	\$196.66
	2018-00001568	05/30/2018	04/16-05/17/18 SVC - 17217 & 17229 CHESTNUT - IRR	\$146.27
	2018-00001569	05/30/2018	04/16-05/17/18 SVC - 1135 HATCHER STREET	\$36.64
	2018-00001570	05/30/2018	04/16-05/17/18 SVC - 1123C HATCHER STREET	\$126.24
	2018-00001571	05/30/2018	04/16-05/17/18 SVC - 930 AZUSA AVE	\$436.59
	2018-00001572	05/30/2018	04/16-05/17/18 SVC - 17401 VALLEY BLVD.	\$563.76
	2018-00001573	05/30/2018	04/16-05/17/18 SVC - 18044 ROWLAND-LAWSON	\$43.04
	2018-00001574	05/30/2018	04/16-05/17/18 SVC - HURLEY STREET & VALLEY	\$561.39
	2018-00001575	05/30/2018	04/18-05/21/18 SVC - AZUSA AVE - CENTER	\$129.44
	2018-00001576	05/30/2018	04/18-05/21/18 SVC - 1100 AZUSA AVENUE	\$154.30
	2018-00001577	05/30/2018	04/18-05/21/18 SVC - 1023U NOGALES STREET	\$596.64
	2018-00001578	05/30/2018	04/18-05/21/18 SVC - 1015 NOGALES STREET - PUMP	\$250.16
	2018-00001579	05/30/2018	04/18-05/22/18 SVC - 909 U NOGALES STREET	\$439.84

CITY OF INDUSTRY

WELLS FARGO BANK

June 28, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00001580	05/30/2018	04/18-05/22/18 SVC - AZUSA AVE	\$79.07
68981	06/12/2018		SAN GABRIEL VALLEY WATER CO.	\$8,273.67
	Invoice	Date	Description	Amount
	2018-00001553	05/29/2018	04/26-05/25/18 SVC - CROSSROADS PKWY SOUTH	\$1,154.26
	2018-00001554	05/29/2018	04/26-05/25/18 SVC - PELLISSIER	\$328.49
	2018-00001555	05/29/2018	04/26-05/25/18 SVC - S/E COR OF PELLISSIER	\$943.41
	2018-00001556	05/29/2018	04/26-05/25/18 SVC - PECK/UNION PACIFIC BRIDGE	\$658.38
	2018-00001557	05/29/2018	04/26-05/25/18 SVC - STA 103-80 CROSSROADS PKY	\$211.36
	2018-00001558	05/29/2018	04/26-05/25/18 SVC - STA 111-50 CROSSROADS PKY	\$371.44
	2018-00001559	05/29/2018	04/26-05/25/18 SVC - CROSSROADS PKWY SOUTH	\$1,009.79
	2018-00001560	05/29/2018	04/26-05/25/18 SVC - PELLISSIER	\$820.47
	2018-00001561	05/29/2018	04/26-05/25/18 SVC - IRRIG SALT LAKE/SEVENTH	\$228.87
	2018-00001562	05/29/2018	04/26-05/25/18 SVC - PELLISSIER	\$318.67
	2018-00001563	05/29/2018	04/26-05/25/18 SVC - CROSSROADS PKY NORTH	\$951.22
	2018-00001564	05/29/2018	04/26-05/25/18 SVC - STA 129-00 CROSSROADS PKY	\$1,277.31
68982	06/12/2018		SO CALIFORNIA EDISON COMPANY	\$1,651.78
	Invoice	Date	Description	Amount
	2018-00001541	05/30/2018	04/27-05/29/18 SVC - 137 N HUDSON AVE	\$343.69
	2018-00001542	05/31/2018	04/27-05/29/18 SVC - VARIOUS SITES	\$267.22
	2018-00001543	06/02/2018	05/01-06/01/18 SVC - 600 BREA CYN RD	\$475.78
	2018-00001544	06/02/2018	05/01-06/01/18 SVC - VARIOUS SITES	\$90.17
	2018-00001545	06/02/2018	05/01-06/01/18 SVC - 1 VALLEY/AZUSA	\$16.00
	2018-00001546	06/05/2018	05/01-06/01/18 SVC - VARIOUS SITES-INTERCONNECT	\$322.47
	2018-00001547	06/05/2018	05/03-06/04/18 SVC - 208 S WADDINGHAM WAY CP	\$136.45
68983	06/12/2018		SO CALIFORNIA EDISON COMPANY	\$10,422.87
	Invoice	Date	Description	Amount
	7500889735	04/17/2018	03/01-03/31/18 SVC - 133 N. AZUSA AVE	\$1,860.71
	7500889736	04/17/2018	03/01-03/31/18 SVC - 208 S. WADDINGHAM WAY	\$8,266.71
	7500890233	04/20/2018	01/01-01/31/18 SVC - RELIABILITY SVC	\$295.45

**CITY OF INDUSTRY
WELLS FARGO BANK
June 28, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
68984	06/12/2018		SOCALGAS	\$135.23
	Invoice	Date	Description	Amount
	2018-00001548	05/29/2018	03/15-04/13/18 SVC - 610 S BREA CYN RD	\$29.59
	2018-00001549	05/31/2018	04/27-05/29/18 SVC - 1015 NOGALES ST	\$19.18
	2018-00001550	05/31/2018	04/27-05/29/18 SVC - 710 NOGALES ST	\$15.78
	2018-00001551	06/04/2018	05/01-05/31/18 SVC - 1 INDUSTRY HILLS PKWY	\$15.65
	2018-00001552	06/04/2018	05/01-05/31/18 SVC - 2700 CHINO HILLS PKWY	\$55.03
68985	06/12/2018		SUBURBAN WATER SYSTEMS	\$382.68
	Invoice	Date	Description	Amount
	180021420972	06/04/2018	05/03-06/04/18 SVC - NE CNR VALLEY/STIMS	\$382.68
68986	06/13/2018		L A COUNTY REGISTRAR-	\$75.00
	Invoice	Date	Description	Amount
	CUP 16-8	06/13/2018	FEE-NOTICE OF EXEMPTION FOR CUP 16-8	\$75.00
68987	06/19/2018		AT & T	\$9.03
	Invoice	Date	Description	Amount
	2018-00001588	06/01/2018	06/01-06/30/18 SVC - CITY WHITE PAGES	\$9.03
68988	06/19/2018		FRONTIER	\$253.23
	Invoice	Date	Description	Amount
	2018-00001589	06/01/2018	06/01-06/30/18 SVC - GS-21700 VALLEY BLVD	\$54.06
	2018-00001590	06/01/2018	06/01-06/30/18 SVC - GS-21650 VALLEY BLVD	\$51.37
	2018-00001591	06/04/2018	06/04-07/03/18 SVC - EM-21858 GARCIA LN-ALARM	\$66.30
	2018-00001592	06/04/2018	06/04-07/03/18 SVC - GS-21620 VALLEY BLVD	\$54.06
	2018-00001593	06/07/2018	06/07-07/06/18 SVC - GS-408 BREA CYN RD	\$27.44
68989	06/19/2018		SO CALIFORNIA EDISON COMPANY	\$27,792.22
	Invoice	Date	Description	Amount
	15660STAFF-JUN18	06/06/2018	04/27-05/29/18 SVC - 15660 STAFFORD ST	\$1,621.23
	2018-00001594	06/06/2018	05/03-06/04/18 SVC - 15625 STAFFORD ST	\$4,262.99
	2018-00001595	06/07/2018	05/07-06/06/18 SVC - 1135 HATCHER AVE	\$233.49

CITY OF INDUSTRY

WELLS FARGO BANK

June 28, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	2018-00001596	06/07/2018	05/01-06/01/18 SVC - NOGALES ST/SAN JOSE AVE	\$467.69
	2018-00001597	06/07/2018	05/07-06/06/18 SVC - 1123 HATCHER AVE STE A	\$170.22
	2018-00001598	06/08/2018	05/07-06/06/18 SVC - VARIOUS SITES	\$92.61
	2018-00001599	06/08/2018	05/01-06/01/18 SVC - 208 S WADDINGHAM WAY	\$20,908.22
	2018-00001600	06/09/2018	05/01-06/01/18 SVC - GALE AVE/L STREET	\$35.77
68990	06/19/2018		SO CALIFORNIA EDISON COMPANY	\$1,027.46
	Invoice	Date	Description	Amount
	7500889725	04/17/2018	03/01-03/31/18 SVC - 745 ANAHEIM-PUENTE RD	\$1,027.46
68991	06/19/2018		SOCALGAS	\$688.49
	Invoice	Date	Description	Amount
	2018-00001601	06/06/2018	05/03-06/04/18 SVC - 15651 STAFFORD ST	\$81.76
	2018-00001602	06/06/2018	05/03-06/04/18 SVC - 15633 RAUSCH RD	\$257.11
	2018-00001603	06/06/2018	05/03-06/04/18 SVC - 15625 STAFFORD ST APT A	\$107.80
	2018-00001604	06/06/2018	05/03-06/04/18 SVC - 15625 STAFFORD ST APT B	\$224.98
	2018-00001605	06/08/2018	04/19-05/18/18 SVC - 13756 VALLEY BLVD	\$16.84
68992	06/19/2018		VERIZON BUSINESS	\$181.78
	Invoice	Date	Description	Amount
	64867493	06/10/2018	05/01-05/31/18 SVC - VARIOUS SITES	\$46.60
	64867494	06/10/2018	05/01-05/31/18 SVC - VARIOUS SITES	\$135.18
68993	06/19/2018		VERIZON WIRELESS - LA	\$1,351.58
	Invoice	Date	Description	Amount
	9807990705	05/26/2018	04/27-05/26/18 SVC - VARIOUS WIRELESS SVC	\$1,351.58
68994	06/19/2018		EL ENCANTO HEALTHCARE	\$177,902.28
	Invoice	Date	Description	Amount
	06/19/18	06/19/2018	FINANCIAL ASSISTANCE FOR EL ENCANTO	\$177,902.28
68995	06/19/2018		MEGAN'S WINGS	\$15,000.00
	Invoice	Date	Description	Amount

CITY OF INDUSTRY
WELLS FARGO BANK
June 28, 2018

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	06/19/18	06/19/2018	DONATION FOR NINTH ANNUAL BIDS FOR KIDS GALA	\$15,000.00
68996	06/28/2018		ACE CONSTRUCTION AUTHORITY	\$2,572,237.07
	Invoice	Date	Description	Amount
	204-850-6	06/08/2018	FAIRWAY-LEMON AVE PROJECT	\$2,572,237.07
68997	06/28/2018		ALL AMERICAN ASPHALT	\$7,945.74
	Invoice	Date	Description	Amount
	2018-00001587	06/01/2018	RETENTION-BALDWIN PK BLVD AND AMAR RD	\$7,945.74
68998	06/28/2018		ANNEALTA GROUP	\$123,497.50
	Invoice	Date	Description	Amount
	1183	04/11/2018	333 HACIENDA BLVD	\$450.00
	1210	06/11/2018	13530 NELSON AVE	\$100.00
	1211	06/11/2018	1600 AZUSA AVE #174 & 178	\$180.00
	1212	06/11/2018	16601 CHESTNUT ST	\$1,300.00
	1213	06/11/2018	17520 CASTLETON ST	\$1,260.00
	1214	06/11/2018	17980 CASTLETON ST	\$3,130.00
	1215	06/11/2018	338 TURNBULL CYN	\$630.00
	1209	06/11/2018	GENERAL DEVELOPMENT SVC-MAY 2018	\$62,072.50
	1208	06/11/2018	STORMWATER COMPLIANCE	\$30,775.00
	1207	06/11/2018	GENERAL PLANNING SVC-MAY 2018	\$23,600.00
68999	06/28/2018		ARAMARK REFRESHMENT SERVICE,	\$177.87
	Invoice	Date	Description	Amount
	7565185	06/05/2018	COFFEE/OFFICE SUPPLIES	\$143.97
	2654066	06/05/2018	COFFEE/OFFICE SUPPLIES	\$33.90
69000	06/28/2018		B AND T CATTLE	\$14,580.00
	Invoice	Date	Description	Amount
	84	06/01/2018	MAINT SVC-JUN 2018	\$14,580.00
69001	06/28/2018		BANK OF AMERICA - VISA	\$4,145.34

**CITY OF INDUSTRY
WELLS FARGO BANK
June 28, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	2018-00001613	06/06/2018	05/07-06/06/18 CREDIT CARD EXPENSES-AGUIRRE	\$4,145.34
69002	06/28/2018		BLAKE AIR CONDITIONING	\$421.98
	Invoice	Date	Description	Amount
	49158	06/13/2018	A/C MAINT-CITY HALL	\$421.98
69003	06/28/2018		BRYAN PRESS	\$240.33
	Invoice	Date	Description	Amount
	0079528	06/04/2018	RECEIPT FORMS	\$240.33
69004	06/28/2018		BUTSKO UTILITY DESIGN INC.	\$6,596.00
	Invoice	Date	Description	Amount
	88963	05/21/2018	UTILITY ENGINEERING-MAR 2018	\$2,376.00
	88972	05/21/2018	UTILITY ENGINEERING-MAR 2018	\$2,642.00
	88965	05/21/2018	UTILITY ENGINEERING-MAR 2018	\$1,578.00
69005	06/28/2018		CARTEGRAPH SYSTEMS, INC.	\$2,040.00
	Invoice	Date	Description	Amount
	SIN004757	06/08/2018	SOFTWARE SERVICE	\$2,040.00
69006	06/28/2018		CINTAS CORPORATION LOC 693	\$166.80
	Invoice	Date	Description	Amount
	693109687	05/14/2018	DOOR MATS	\$55.60
	693117729	06/11/2018	DOOR MATS	\$55.60
	693115735	06/04/2018	DOOR MATS	\$55.60
69007	06/28/2018		CITY OF INDUSTRY DISPOSAL CO.	\$2,239.52
	Invoice	Date	Description	Amount
	3241947	05/31/2018	DISP SVC-3226 GILMAN RD	\$84.51
	3241948	05/31/2018	DISP SVC-16000 TEMPLE AVE	\$140.85
	3241949	05/31/2018	DISP SVC-14362 PROCTOR AVE	\$84.51
	3241950	05/31/2018	DISP SVC-15710 NELSON AVE	\$28.17

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WELLS FARGO BANK
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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
3241951	05/31/2018	DISP SVC-15702 NELSON AVE	\$28.17
3241952	05/31/2018	DISP SVC-507 TURNBULL CYN RD	\$56.34
3241953	05/31/2018	DISP SVC-15730 NELSON AVE	\$28.17
3241954	05/31/2018	DISP SVC-15644 NELSON AVE	\$28.17
3241955	05/31/2018	DISP SVC-15626 NELSON AVE	\$28.17
3241956	05/31/2018	DISP SVC-629 GIANO AVE	\$56.34
3241957	05/31/2018	DISP SVC-754 S 5TH AVE	\$56.34
3241958	05/31/2018	DISP SVC-210 S 9TH AVE	\$56.34
3241959	05/31/2018	DISP SVC-16020 HILL ST	\$28.17
3241960	05/31/2018	DISP SVC-15736 NELSON AVE	\$28.17
3241961	05/31/2018	DISP SVC-15634 NELSON AVE	\$28.17
3241962	05/31/2018	DISP SVC-257 TURNBULL CYN RD	\$42.26
3241963	05/31/2018	DISP SVC-643 GIANO AVE	\$56.34
3241964	05/31/2018	DISP SVC-15151 PROCTOR AVE	\$84.51
3241965	05/31/2018	DISP SVC-15157 WALBROOK DR	\$28.17
3241966	05/31/2018	DISP SVC-16000 HILL ST	\$28.17
3241967	05/31/2018	DISP SVC-16010 HILL ST	\$56.34
3241968	05/31/2018	DISP SVC-16014 HILL ST	\$28.17
3241969	05/31/2018	DISP SVC-16229 HANDORF RD	\$28.17
3241970	05/31/2018	DISP SVC-16242 HANDORF RD	\$56.34
3241971	05/31/2018	DISP SVC-16220 HANDORF RD	\$84.51
3241972	05/31/2018	DISP SVC-16218 HANDORF RD	\$28.17
3241973	05/31/2018	DISP SVC-16217 HANDORF RD	\$56.34
3241974	05/31/2018	DISP SVC-16227 HANDORF RD	\$28.17
3241975	05/31/2018	DISP SVC-16238 HANDORF RD	\$28.17
3241976	05/31/2018	DISP SVC-16224 HANDORF RD	\$28.17
3241977	05/31/2018	DISP SVC-15714 NELSON AVE	\$28.17
3241978	05/31/2018	DISP SVC-15652 NELSON AVE	\$28.17
3241979	05/31/2018	DISP SVC-134 TURNBULL CYN RD	\$28.17
3241980	05/31/2018	DISP SVC-14063 PROCTOR AVE	\$84.51
3241981	05/31/2018	DISP SVC-20137 E WALNUT DR	\$28.17
3241982	05/31/2018	DISP SVC-15722 NELSON AVE	\$28.17
3241983	05/31/2018	DISP SVC-17229 CHESTNUT ST	\$84.51

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
3241984	05/31/2018		DISP SVC-1030 TURNBULL CYN RD	\$28.17
3241985	05/31/2018		DISP SVC-132 TURNBULL CYN RD	\$28.17
3241986	05/31/2018		DISP SVC-138 TURNBULL CYN RD	\$28.17
3241987	05/31/2018		DISP SVC-15236 VALLEY BLVD	\$169.02
3241988	05/31/2018		DISP SVC-16200 TEMPLE AVE	\$84.51
3241989	05/31/2018		DISP SVC-14310 PROCTOR AVE	\$84.51
3241990	05/31/2018		DISP SVC-16212 TEMPLE AVE	\$84.51
69008	06/28/2018		CITY OF INDUSTRY-PAYROLL ACCT	\$100,000.00
	Invoice	Date	Description	Amount
	P/R PE 6/15/18	06/20/2018	REIMBURSE FOR PAYROLL PE 6/15/18	\$100,000.00
69009	06/28/2018		CITY OF INDUSTRY-REFUSE	\$8,390.23
	Invoice	Date	Description	Amount
	3243608	05/31/2018	DISP SVC-1123 HATCHER AVE	\$2,051.47
	3242168	06/01/2018	DISP SVC/BOX RENTAL-TONNER CYN	\$658.00
	3242167	06/01/2018	DISP SVC-CITY HALL	\$313.42
	3242687	06/01/2018	DISP SVC-CITY BUS STOPS	\$4,376.33
	3242396	06/01/2018	DISP SVC-841 7TH AVE	\$192.82
	3242395	06/01/2018	DISP SVC-205 HUDSON	\$192.82
	3242170	06/01/2018	DISP SVC-TRES HERMANOS	\$144.83
	3242169	06/01/2018	DIPS SVC-TONNER CYN	\$460.54
69010	06/28/2018		CITY OF INDUSTRY-REFUSE	\$78.80
	Invoice	Date	Description	Amount
	3242230	06/01/2018	DISP SVC-METROLINK	\$78.80
69011	06/28/2018		CLARK DUGGER PHOTOGRAPHY	\$2,747.00
	Invoice	Date	Description	Amount
	1310	06/11/2018	VIDEO PRODUCTION-HOMESTEAD	\$2,747.00
69012	06/28/2018		CNC ENGINEERING	\$95,508.75
	Invoice	Date	Description	Amount

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
456897	06/14/2018	RESURFACING DESIGN EXPO PARKING LOT	\$14,507.50
456898	06/14/2018	EXPO CENTER MAIN GATE IMPROVEMENTS	\$277.50
456899	06/14/2018	EXPO BARN FACILITY LIGHTING	\$360.00
456901	06/14/2018	INDUSTRY HILLS TRAIL GRADING	\$2,330.00
456902	06/14/2018	INDUSTRY HILLS TRAILS LIGHTING	\$555.00
456903	06/14/2018	INDUSTRY HILLS GRAND ARENA PAINTING	\$2,158.75
456905	06/14/2018	SEWER DESIGN EXPO CENTER	\$660.00
456921	06/14/2018	TONNER CYN PROPERTY	\$2,162.50
456922	06/14/2018	COLIMA RD WIDENING	\$1,812.50
456923	06/14/2018	CITY ELECTRICAL FACILITIES	\$2,853.75
456924	06/14/2018	CIWS MGMT AND OPERATION	\$352.50
456925	06/14/2018	TRES HERMANOS GENERAL ENGINEERING	\$3,120.00
456926	06/14/2018	CITY HALL MAINT	\$825.00
456927	06/14/2018	HOMESTEAD MUSEUM IMPROVEMENTS	\$990.00
456928	06/14/2018	METROLINK OPERATION AND MAINT	\$1,935.00
456929	06/14/2018	TRAFFIC SIGNAL AT NELSON AND SUNSET	\$2,960.00
456930	06/14/2018	PACIFIC PALMS LAUNDRY BLDG	\$1,125.00
456931	06/14/2018	INDUSTRY HILLS FUEL TANKS	\$200.00
456932	06/14/2018	PACIFIC PALMS PARKING LOT LIGHTING	\$1,125.00
456933	06/14/2018	SIXTH AVE RECONSTRUCTION	\$277.50
456934	06/14/2018	HIGHWAY BRIDGE PROGRAM-AZUSA AVE	\$185.00
456935	06/14/2018	FISCAL YEAR BUDGET	\$10,812.50
456936	06/14/2018	ROWLAND ST RECONSTRUCTION	\$257.50
456937	06/14/2018	BIXBY DR PCC PAVEMENT	\$250.00
456938	06/14/2018	VARIOUS ASSIGNMENTS RELATED TO SA	\$11,330.00
456939	06/14/2018	BONELLI ST RESURFACING	\$1,935.00
456940	06/14/2018	CITY MAINT LANDSCAPE AREAS-ATLAS	\$7,002.50
456941	06/14/2018	TARGET SPEED SURVEY	\$925.00
456942	06/14/2018	VALLEY BLVD RECONSTRUCTION	\$2,867.50
456943	06/14/2018	CARTEGRAPH IMPLEMENTATION & MGMT	\$5,567.50
456944	06/14/2018	LOUDEN LANE RESURFACING	\$1,060.00
456945	06/14/2018	COINER CT RECONSTRUCTION	\$1,310.00
456946	06/14/2018	NOGALES GRADE SEPARATION	\$95.00

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Check	Date	Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo			
456947	06/14/2018	FULLERTON RD GRADE SEPARATION	\$975.00
456948	06/14/2018	ALAMEDA CORRIDOR EAST RELATED PROJECTS	\$655.00
456949	06/14/2018	FAIRWAY DR GRADE SEPARATION	\$2,042.50
456950	06/14/2018	TURNBULL CYN RD GRADE SEPARATION	\$2,466.25
072018	06/14/2018	MEALS/WHEELS RENT-JUL 2018	\$5,000.00
456951	06/10/2018	CITY STREET LIGHT PURCHASE	\$185.00
69013	06/28/2018	CNC ENGINEERING	\$69,173.75
Invoice	Date	Description	Amount
456896	06/14/2018	EMERGENCY STANDBY POWER GENERATOR	\$925.00
456900	06/14/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS	\$185.00
456904	06/14/2018	CATCH BASIN RETROFITS	\$7,543.75
456906	06/14/2018	GENERAL ENGINEERING-TRAFFIC	\$2,100.00
456907	06/14/2018	GENERAL ENGINEERING-PERMITS	\$2,775.00
456908	06/14/2018	GENERAL ENGINEERING-COUNTER SVC	\$555.00
456909	06/14/2018	WALNUT DR SOUTH WIDENING	\$5,176.25
456910	06/14/2018	GRAND CROSSING SUBSTATION	\$71.25
456911	06/14/2018	ARENTH AVE RECONSTRUCTION	\$1,642.50
456912	06/14/2018	RESURFACING OF DON JULIAN RD	\$5,263.75
456913	06/14/2018	CITYWIDE CATCH BASIN RETROFIT	\$370.00
456914	06/14/2018	CURB AND PAVEMENT MARKINGS	\$370.00
456915	06/14/2018	AJAX AVE STORM DRAIN IMPROVEMENTS	\$370.00
456916	06/14/2018	205 HUDSON AVE BLDG IMPROVEMENTS	\$1,672.50
456917	06/14/2018	BALDWIN PK BLVD & AMAR RD GUARDRAILS	\$47.50
456918	06/14/2018	EL ENCANTO ROOF REPAIR	\$71.25
456919	06/14/2018	GENERAL ENGINEERING 5/28-6/10/18	\$36,130.00
456920	06/14/2018	STORM WATER	\$2,742.50
456953	06/14/2018	EL ENCANTO ROOF REPAIR 4/23-5/6/18	\$792.50
456952	06/14/2018	EL ENCANTO PARKING ELECTRICAL REPAIRS 4/23-	\$370.00
69014	06/28/2018	COMMUNE COMMUNICATION	\$4,000.00
Invoice	Date	Description	Amount
301	06/14/2018	VISUAL IDENTITY SYSTEM-HOMESTEAD	\$4,000.00

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CITY.WF.CHK - City General Wells Fargo				
69015	06/28/2018		DAPEER, ROSENBLIT, AND LITVAK,	\$821.50
	Invoice	Date	Description	Amount
	14613	05/31/2018	LEGAL SVC-CODE ENFORCEMENT MAY 2018	\$777.50
	14614	05/31/2018	SPECIALIZED LEGAL SVC-MAY 2018	\$44.00
69016	06/28/2018		DEPT OF TRANSPORTATION	\$350,825.60
	Invoice	Date	Description	Amount
	18008344	05/29/2018	COOP 4959, WB SR-60 ON-RAMP	\$350,825.60
69017	06/28/2018		DEPT OF TRANSPORTATION	\$550,308.20
	Invoice	Date	Description	Amount
	18008346	05/29/2018	COOP 5033, GRAND AVE OFF-RAMP 57/60	\$550,308.20
69018	06/28/2018		EASYLINK SERVICES CORPORATION	\$68.50
	Invoice	Date	Description	Amount
	07634191806	06/02/2018	FAX SVC-MAY 2018	\$68.50
69019	06/28/2018		EGOSCUE LAW GROUP, INC.	\$1,237.50
	Invoice	Date	Description	Amount
	11968	06/01/2018	LEGAL SVC-FOLLOW'S CAMP	\$1,237.50
69020	06/28/2018		ELEVATE PUBLIC AFFAIRS, LLC	\$21,873.56
	Invoice	Date	Description	Amount
	1266	05/16/2018	IMC STRATEGIC CONSULTING-APR 2018	\$6,000.00
	1264	05/16/2018	MEDIA CONSULTING-APR 2018	\$15,873.56
69021	06/28/2018		FEDERAL EXPRESS CORP.	\$777.85
	Invoice	Date	Description	Amount
	6-206-53395	06/08/2018	MESSENGER SVC	\$777.85
69022	06/28/2018		FLYNN, ELIZABETH	\$30.80
	Invoice	Date	Description	Amount

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Check	Date		Payee Name	Check	Amount
CITY.WF.CHK - City General Wells Fargo					
	06/13/18	06/13/2018	REIMBURSE FOR SUPPLIES-HOMESTEAD		\$30.80
69023	06/28/2018		FRAZER, LLP		\$4,600.00
	Invoice	Date	Description	Amount	
	155550	05/31/2018	COI-PROF SVC FOR MAY 2018	\$4,600.00	
69024	06/28/2018		FUEL PROS, INC.		\$468.75
	Invoice	Date	Description	Amount	
	35986	05/31/2018	IH FUEL STN MAINT	\$150.00	
	36129	05/31/2018	IH FUEL STN MAINT	\$318.75	
69025	06/28/2018		GMS ELEVATOR SERVICES, INC		\$138.00
	Invoice	Date	Description	Amount	
	92562	06/01/2018	MONTHLY SVC-CITY HALL	\$138.00	
69026	06/28/2018		GOLDEN GATE CONSTRUCTION		\$39,902.13
	Invoice	Date	Description	Amount	
	#2CITY-1441	06/01/2018	PHASE 1 HUDSON (YAL) BLDG TENANT	\$42,002.24	
69027	06/28/2018		HACIENDA-LA PUENTE UNIFIED		\$1,648.00
	Invoice	Date	Description	Amount	
	17/18-71PP	06/05/2018	BUS FUNDING STIPEND-HOMESTEAD	\$1,648.00	
69028	06/28/2018		HADDICK'S AUTO BODY		\$4,213.58
	Invoice	Date	Description	Amount	
	047943	05/18/2018	AUTO MAINT-LIC 1370863	\$129.25	
	047944	05/18/2018	AUTO MAINT-LIC 1279616	\$83.51	
	047947	05/18/2018	AUTO MAINT-LIC 1094930	\$1,039.38	
	047949	05/18/2018	AUTO MAINT-LIC 1094930	\$848.53	
	047948	05/18/2018	AUTO MAINT-LIC 1406136	\$377.97	
	047950	05/18/2018	AUTO MAINT-LIC 1465797	\$54.94	
	170968	04/07/2018	CONTAINER STORAGE	\$1,680.00	

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
69029	06/28/2018		INDUSTRY SECURITY SERVICES	\$37,670.01
	Invoice	Date	Description	Amount
	14-22623	06/01/2018	SECURITY SVC-TRES HERMANOS	\$2,355.44
	14-22637	06/08/2018	SECURITY SVC-TRES HERMANOS	\$2,187.12
	14-22615	06/01/2018	SECURITY SVC 5/25-5/31/18	\$17,110.75
	14-22629	06/08/2018	SECURITY SVC 6/1-6/7/18	\$16,016.70
69030	06/28/2018		INDUSTRY SECURITY SERVICES	\$3,117.72
	Invoice	Date	Description	Amount
	14-22624	06/01/2018	SECURITY SVC-METROLINK	\$1,393.25
	14-22638	06/08/2018	SECURITY SVC-METROLINK	\$1,724.47
69031	06/28/2018		JANUS PEST MANAGEMENT	\$580.00
	Invoice	Date	Description	Amount
	199243	06/01/2018	PEST SVC-HOMESTEAD	\$580.00
69032	06/28/2018		JAS PACIFIC	\$4,800.00
	Invoice	Date	Description	Amount
	BI 12950	06/05/2018	DEVELOPMENT SVC SUPPORT-MAY 2018	\$4,800.00
69033	06/28/2018		JEFF PARRIOTT PHOTOGRAPHIC	\$1,191.25
	Invoice	Date	Description	Amount
	00543	06/12/2018	PROF SVC-HOMESTEAD	\$1,191.25
69034	06/28/2018		JMDiaz, Inc.	\$232,512.81
	Invoice	Date	Description	Amount
	018(18-070)	05/31/2018	STAFF AUGMENTATION-MAY 2018	\$232,512.81
69035	06/28/2018		L A COUNTY DEPT OF PUBLIC	\$47,720.04
	Invoice	Date	Description	Amount
	IN180000933	05/24/2018	BLDG AND SAFETY SVC-ONE STOP SHOP FOR MAR	\$47,720.04
69036	06/28/2018		L A COUNTY SHERIFF'S	\$822,194.03

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Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
	Invoice	Date	Description	Amount
	183917CY	06/06/2018	SHERIFF CONTRACT-MAY 2018	\$795,374.98
	183862VL	05/29/2018	PRISONER MAINT-APR 2018	\$464.24
	183819CY	05/24/2018	SPECIAL EVENT-DIRECTED PATROL	\$26,354.81
69037	06/28/2018		LOCKE LORD LLP	\$46,805.10
	Invoice	Date	Description	Amount
	1415810	05/24/2018	LEGAL SVC-APR 2018	\$46,805.10
69038	06/28/2018		LOCKS PLUS, INC.	\$1,301.25
	Invoice	Date	Description	Amount
	33696	05/24/2018	LOCK CORES (25)	\$1,301.25
69039	06/28/2018		LOS ANGELES TIMES	\$122.29
	Invoice	Date	Description	Amount
	10007162114-A	05/30/2018	SUBSCRIPTION THRU 8/29/18-HOMESTEAD	\$122.29
69040	06/28/2018		MERRITT'S ACE HARDWARE	\$98.47
	Invoice	Date	Description	Amount
	105894	06/11/2018	MISC SUPPLIES-HOMESTEAD	\$98.47
69041	06/28/2018		MYERS & SONS HI-WAY SAFETY,	\$1,031.62
	Invoice	Date	Description	Amount
	74907	06/07/2018	STREET SIGNS	\$1,031.62
69042	06/28/2018		NHA ADVISORS, LLC	\$2,488.19
	Invoice	Date	Description	Amount
	3/12/18-R-A	03/12/2018	FINANCIAL ADVISOR-MEETING ON 11/29/17	\$2,488.19
69043	06/28/2018		ONLINE SOLUTIONS, LLC	\$10,800.00
	Invoice	Date	Description	Amount
	2974	06/01/2018	ANNUAL SUBSCRIPTIONS 9/1/18-8/31/19	\$10,800.00

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CITY.WF.CHK - City General Wells Fargo				
69044	06/28/2018		PCI	\$1,335.51
	Invoice	Date	Description	Amount
	#4CITY-1436	06/01/2018	PAVEMENT AND CURB MARKINGS	\$1,405.80
69045	06/28/2018		PITNEY BOWES, INC.	\$111.91
	Invoice	Date	Description	Amount
	3102193480	05/31/2018	POSTAGE MACHINE-FIRST FLOOR	\$111.91
69046	06/28/2018		PLACEWORKS	\$3,630.00
	Invoice	Date	Description	Amount
	65577	05/31/2018	13530 NELSON AVE	\$1,555.00
	65576	05/31/2018	333 HACIENDA BLVD	\$2,075.00
69047	06/28/2018		PLANETBIDS, INC.	\$41,170.21
	Invoice	Date	Description	Amount
	0501857	05/31/2018	BID/CONTRACT MGMT SYSTEM SOFTWARE	\$41,170.21
69048	06/28/2018		PUENTE HILLS FORD	\$2,328.86
	Invoice	Date	Description	Amount
	143844	04/24/2018	AUTO MAINT-LIC 29260E1	\$806.86
	144338	05/14/2018	AUTO MAINT-LIC 29260E1	\$1,522.00
69049	06/28/2018		R.F. DICKSON CO., INC.	\$17,594.06
	Invoice	Date	Description	Amount
	2509154	05/31/2018	STREET & PARKING LOT SWEEPING	\$17,594.06
69050	06/28/2018		R.P. LAURAIN & ASSOCIATES, INC.	\$28,300.00
	Invoice	Date	Description	Amount
	9507	06/01/2018	APPRAISAL FEES-VARIOUS PROPERTIES	\$10,200.00
	9509	06/12/2018	APPRAISAL FEES-VARIOUS PROPERTIES	\$18,100.00
69051	06/28/2018		RICOH USA, INC.	\$239.45
	Invoice	Date	Description	Amount

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CITY.WF.CHK - City General Wells Fargo				
	5053583955	06/03/2018	METER READING-DEV COPIER	\$81.31
	5053483456	05/25/2018	METER READING-FINANCE COPIER	\$158.14
69052	06/28/2018		ROBINSON'S FLOWERS	\$233.18
	Invoice	Date	Description	Amount
	2953	06/01/2018	FLOWERS AND DELIVERY	\$233.18
69053	06/28/2018		SAN GABRIEL VALLEY	\$60,403.39
	Invoice	Date	Description	Amount
	CI06142018-A	06/14/2018	LANDSCAPE/MAINT SVC-EXPO CENTER BACK SIDE	\$18,000.00
	CI06142018CT	06/14/2018	REIMBURSEMENT-INDUSTRY HILLS TRAIL MAINT	\$42,403.39
69054	06/28/2018		SAN GABRIEL VALLEY NEWSPAPER	\$830.00
	Invoice	Date	Description	Amount
	0011129024	06/01/2018	NOTICE OF PUBLIC HEARING	\$418.00
	0011129043	06/01/2018	NOTICE OF PUBLIC HEARING	\$412.00
69055	06/28/2018		SAN GABRIEL VALLEY NEWSPAPER	\$1,261.50
	Invoice	Date	Description	Amount
	0000385033	05/31/2018	MONTHLY ADVERTISING FOR MAY 2018-HOMESTEAD	\$1,261.50
69056	06/28/2018		SO CAL INDUSTRIES	\$280.16
	Invoice	Date	Description	Amount
	329330	05/30/2018	RR RENTAL-TONNER CYN/57 FWY	\$280.16
69057	06/28/2018		SPARKLETTS	\$99.39
	Invoice	Date	Description	Amount
	16916898 060818	06/08/2018	WATER DELIVERY	\$99.39
69058	06/28/2018		SST CONSTRUCTION, LLC	\$560.00
	Invoice	Date	Description	Amount
	40393	05/30/2018	PREVENTIVE MAINT-METRO SOLAR	\$560.00

**CITY OF INDUSTRY
WELLS FARGO BANK
June 28, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
69059	06/28/2018		STAPLES BUSINESS ADVANTAGE	\$869.22
	Invoice	Date	Description	Amount
	8050153591	06/02/2018	OFFICE SUPPLIES	\$628.26
	8050056696	05/26/2018	OFFICE SUPPLIES	\$240.96
69060	06/28/2018		SUPERIOR COURT OF CALIFORNIA,	\$7,177.50
	Invoice	Date	Description	Amount
	MAY 2018	06/11/2018	PARKING CITATIONS REPORT FOR MAY 2018	\$7,177.50
69061	06/28/2018		TEC-REFRESH, INC.	\$823.14
	Invoice	Date	Description	Amount
	1106	06/06/2018	COMPUTER EQUIPMENT	\$823.14
69062	06/28/2018		TETRA TECH, INC.	\$78,755.43
	Invoice	Date	Description	Amount
	51314907	05/22/2018	PRELIM DESIGN FOR STORMWATER CAPTURE PROJ	\$78,755.43
69063	06/28/2018		TPX COMMUNICATIONS	\$3,301.40
	Invoice	Date	Description	Amount
	104301943-0	05/31/2018	INTERNET SVC-CITY/METRO/SUBSTATION	\$3,301.40
69064	06/28/2018		TPX COMMUNICATIONS	\$1,024.08
	Invoice	Date	Description	Amount
	103990122-0	05/31/2018	INTERNET SVC-HOMESTEAD	\$1,024.08
69065	06/28/2018		TURBO DATA SYSTEMS, INC	\$548.85
	Invoice	Date	Description	Amount
	28158	05/31/2018	CITATION PROCESSING-APR/MAY 2018	\$548.85
69066	06/28/2018		UNDERGROUND SERVICE ALERT OF	\$51.25
	Invoice	Date	Description	Amount
	520180157	06/01/2018	DIG ALERTS	\$51.25

**CITY OF INDUSTRY
WELLS FARGO BANK
June 28, 2018**

Check	Date		Payee Name	Check Amount
CITY.WF.CHK - City General Wells Fargo				
69067	06/28/2018		VANGUARD CLEANING SYSTEMS,	\$995.00
	Invoice	Date	Description	Amount
	55655	05/01/2018	JANITORIAL SVC-HOMESTEAD	\$995.00
69068	06/28/2018		WEATHERITE SERVICE	\$2,303.00
	Invoice	Date	Description	Amount
	L177264	06/05/2018	FUEL CHARGE-CITY HALL	\$198.00
	L177263	06/05/2018	FUEL CHARGE-15660 STAFFORD/15559 RAUSCH	\$323.00
	L177193	05/25/2018	A/C MAINT-IMC	\$164.00
	L176991	05/18/2018	COIL CLEANING-15660 STAFFORD/15559 RAUSCH	\$683.00
	L176992	05/18/2018	REPLACED HOT WATER VALVE-15660	\$935.00
69069	06/28/2018		YU, PATRICIA	\$85.00
	Invoice	Date	Description	Amount
	6/13/2018	06/13/2018	REFUND-CITATION #ID137263	\$85.00

Checks	Status	Count	Transaction Amount
	Total	92	\$5,709,584.48

CITY COUNCIL

ITEM NO. 6.1

Presentation Only
No Back-Up Material

CITY COUNCIL

ITEM NO. 6.2



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: June 28, 2018

SUBJECT: Presentation of Economic Analysis Study of the City of Industry by the Emerson Consulting Group, Inc.

BACKGROUND:

The City of Industry ("City") incorporates an area of 12.5 square miles in the San Gabriel Valley, a division of Los Angeles County. The City is zoned for commercial and industrial use and serves as a substantial base for regional employment and economic activity. Firms within the City are primarily engaged in light manufacturing, importation, warehousing, and distribution services.

As an incorporated Charter City, the City is responsible for establishing procedures for enacting local ordinances and for adopting, amending and/or repealing resolutions. The City is responsible for preparing and implementing an annual budget and periodically reporting on its expenditures and the state of the City to the City Council. To meet this obligation the City requires reliable, accurate and authoritative data regarding its economic activity, growth and estimated economic impact or spillover into the region.

On August 11, 2016 the City Council approved a professional services agreement with Emerson Consulting Group, Inc., to develop an updated economic analysis of the City of Industry. On May 25, 2017, Emerson Consulting Group presented the economic analysis study to the City Council. Based on the report, City staff was directed to amend the Professional Services Agreement to expand the study to include an analysis of the economic impact of the City, on Orange, San Bernardino and Riverside Counties. On July 13, 2017, City Council approved Amendment No. 1 to the Professional Services Agreement expanding the scope of services.

The information to be provided as part of this economic analysis report include:

- Number of businesses and jobs in the City as compared with the County of Los Angeles;
- Industrial market segmentation using the North American Industry Classification System ("NAICS") code in the City including estimated sales and employment;

- Economic growth as compared with the County of Los Angeles;
- Estimated level of wages generated as compared with the County of Los Angeles;
- Multipliers to estimate the impact of economic activity in the City of Industry on the San Gabriel Valley, County of Los Angeles, and Orange, San Bernardino, and Riverside Counties;
- Applications of the use of multipliers to assess the impact of economic activity in the City;
- The contributions and challenges that the jurisdiction has on the County of Los Angeles economy, trade and long term economic development including Orange, San Bernardino, and Riverside Counties;
- Providing ArcGIS compatible data files and maps to visualize information about the City; and
- Provide interactive maps on the Internet to visualize the analytical results, integration of the maps into the City's ArcGIS online environment.

The data and analysis focus on estimating the City's current economic profile and its impact on the region, including its impact on Orange, San Bernardino, and Riverside Counties. The data and its analysis will enable the City to report on its activities and economic consequences and assist the Council in assessing probable impacts of policy options, ordinances, and/or resolutions under consideration by the City Council, as necessary.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

RECOMMENDATION:

Staff recommends that the City Council receive and file the report.

EXHIBITS:

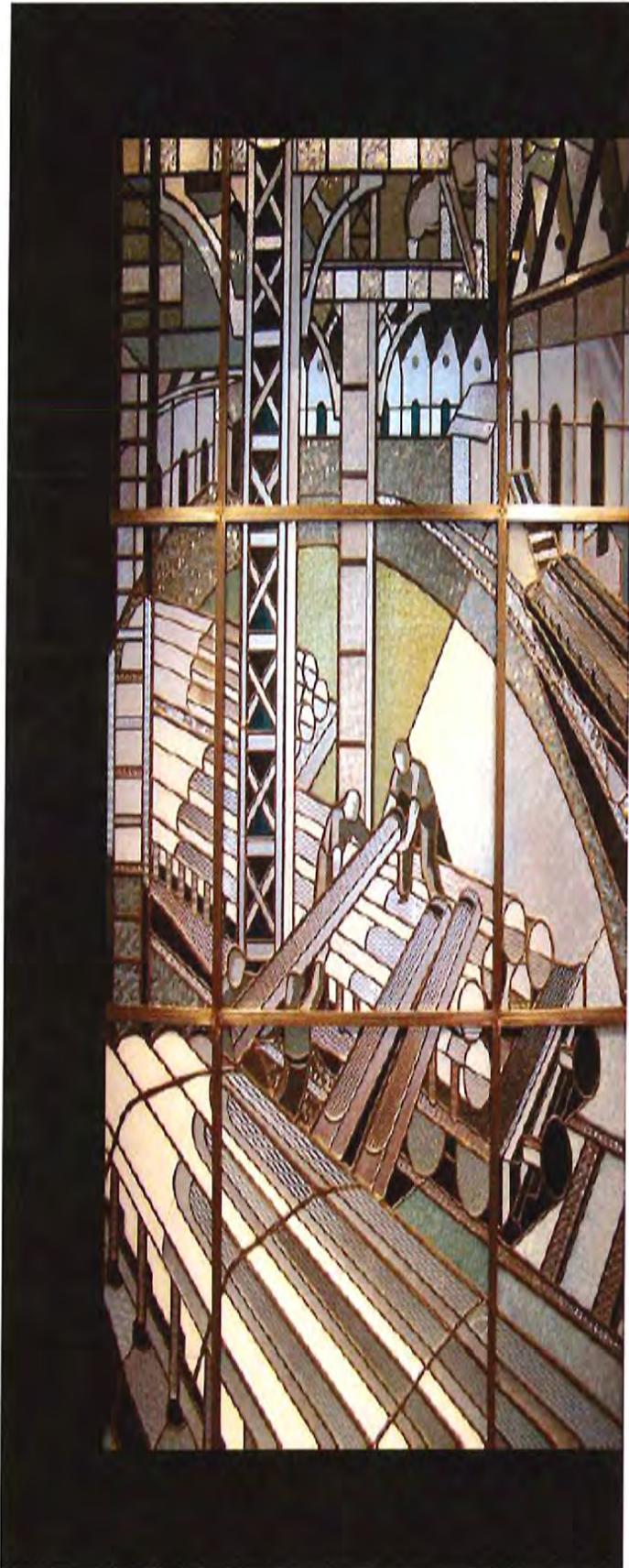
A. Economic Report for the City of Industry by Emerson Consulting Group, Inc.

TH/KW

EXHIBIT A

Economic Report for the City of Industry by Emerson Consulting Group, Inc.

[Attached]



Economic Report for the City of Industry

June, 2018

**By
Dr. Sandra M. Emerson
Dr. Carsten Lange**

**Emerson Consulting Group, Inc.
140 N Harvard Ave. #1952
Claremont, CA 91711**

Parker G. Emerson, President

Contract # 1-EMERSON 16-01

Parker G. Emerson is the President of Emerson Consulting Group, Inc. Previously he owned and operated Emerson Music Publishers, Inc., for 18 years, selling it in 2009. He has also been an independent training and development consultant working with Rand Corp, UCLA, and others. He worked for API Security, Inc. for eleven years as their Technical Support Group Manager, their Quality Assurance Manager, and their Training and Development Manager. He was Manufacturing Manager at Electron Beam Welding, and Senior Production Planner at Sargent Industries. He served in the U.S. Navy for ten years, primarily as Electronic Technician 1st Class (Submarine Qualified) as Battle Stations Navigation Center Supervisor on nuclear missile submarines. Parker earned his MBA from the University of Southern California and his B.S. in Business Administration (*cum laude*) from Old Dominion University, Norfolk, VA, while working full time and while in the U.S. Navy, respectively.

Dr. Sandra M. Emerson, is Director of the Master in Public Administration program at California State Polytechnic University, Pomona, where she has been a professor in the Department of Political Science since 1996. In a professional capacity, she has been a researcher for the Department of Labor, Health, Education and Welfare, and the Office of Economic Opportunity in the areas of public administration and public policy. In addition, she was the program administrator for Medicare Part B, a consultant with Southern California Edison, and a budget and program analyst with the City of Norfolk, Virginia. She is the author of the text, *The Public Administration Companion*, and has published scholarly articles in social sciences and public policy. She holds a Ph.D. and MPA from USC's School of Public Administration and has an M.A. and B.A. in political science from Temple University in Philadelphia, PA.

Dr. Carsten Lange is a professor of Economics and Director of the Master of Science in Economics program at California State Polytechnic University, Pomona. His research interests are Monetary Theory, Regional Economics, Geographic Information Systems, Data Science, and Neural Networks. Dr. Lange published four books, many scholarly articles, and was invited as a visiting scholar at several universities including UC San Diego, Florida State University, and University of Sofia, Bulgaria. He holds a Ph.D. from the University of Hannover, Germany where he taught economics as a tenured professor from 1994 to 2001.

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EXECUTIVE SUMMARY

This report describes the land use, residential population, businesses, and economic activity in the City of Industry and analyzes the economic impact of the City of Industry on the San Gabriel Valley and Los Angeles, Orange, Riverside, and San Bernardino Counties.

City of Industry

There are 2,561 parcels of land in the City of Industry of which 716 are for public or special use (streets and medians, rail lines, waterways, etc.) and produce no tax revenues. The City of Industry collects \$51 million in revenue. The primary City revenue sources are: sales taxes (62%, \$31.8 million), interest income (17%, \$8.5 million), licenses and permits (5%, \$2.8 million), and property taxes (5%, \$2.3 million).

There are 73 households with a total of 219 residents living in the City of Industry. The households are scattered throughout the city, with most located in the western half of the city. 53% of the residents are Hispanic, 27% are younger than 18, and 30% live in houses which they own. The residents are generally multicultural, multi-generational, and multilingual. The City of Industry and its vicinity provide attractive and diverse lifestyles for future employees.

There are about 3,000 businesses and organizations operating in the City of Industry generating employment for over 67,000 people and total sales of over \$31 billion. The largest number of businesses are in Retail Trade (20%), Wholesale Trade (14%), and Manufacturing (10%). However, when it comes to sales dollars, Retail Trade makes up only 11% while Wholesale Trade is 63%, and Manufacturing is 12% of total sales dollars. 22% of employment is in Retail Trade, 21% is in Manufacturing, and 16% is in Wholesale Trade. By 2012 the City of Industry had largely recovered from the Great Recession of 2008 in terms of number of businesses, sales, and wages, but not in total employment. However, by 2016 all sectors are predicted to have recovered.

Economic Impact/Contribution Analysis

The businesses' sales and wages of employees within the City of Industry represent only a fraction of the overall impact the City of Industry has on the local and regional economy. This is because production of goods and services within the City of Industry require intermediate goods and services from the surrounding communities and, in addition, income generated within the City of Industry generates further demand and employment in the surrounding communities.

The total contribution of the City of Industry to the four-county region is 227,000 jobs, \$20.8 billion of labor income, and \$59 billion of sales. The four-county region tax contribution of the City of Industry is \$11.3 billion split nearly evenly between federal and state/local taxes.

The estimated total contribution of the City of Industry to the San Gabriel Valley is 215,000 jobs, \$19.5 billion of labor income, \$54.5 billion of sales, and \$11.5 billion in taxes split nearly evenly between federal and state/local taxes.

Section 1 - Introduction

This report is a follow-on to the report provided in May, 2017. While the original report described the economic activities in the City of Industry and analyzed their impacts only on the San Gabriel Valley and Los Angeles County, this report expands the study and analysis to also include Orange, Riverside, and San Bernardino Counties. Each section of the report 1) identifies study questions, 2) discusses sources used, and 3) provides our analysis and findings.

Section 2 covers information about the City of Industry, including how parcels are defined and the implications for the city's revenue; the residential population; the business composition based primarily on NAICS codes (North American Industrial Classification System); and the recent economic history of the City of Industry. This section is essentially identical to the May, 2017, report.

Section 3 compares the business composition of City of Industry with that of the San Gabriel Valley and Los Angeles, Orange, Riverside, and San Bernardino Counties.

Section 4 describes the impact of the City of Industry's economic activity on the San Gabriel Valley and on Los Angeles, Orange, Riverside, and San Bernardino Counties using Input-Output analysis.

Section 5 summarizes this study's findings and provides our conclusions.

The appendices contain some of the source data as well as supporting and additional data.

Section 2 – City of Industry

2.1 – Parcels in City of Industry

2.1.1 - Study Questions

The questions addressed below are:

- What are the City of Industry’s revenue sources?
- How are the parcels in the City of Industry categorized?
- What is the land area use?

2.1.2 - Sources Used

The data used to address the questions above were from the following sources:

- City of Industry 2016-17 Adopted Budget
- City of Industry Housing Element 2013-2021
- County of Los Angeles Assessor’s Office Property Tax Report by Parcel for 2009
- Los Angeles County Assessor’s Office Parcel file for 2014-15.
- U.S. Census Bureau 2010, Profile of the General Population and Housing Characteristics

2.1.3 - Analysis and Findings

The City of Industry collects \$51 million in revenue. The three major sources of revenue are: **sales taxes** (\$31.8 million, 62%), **interest income** (\$8.5 million, 17%), and **property taxes** (\$2.3 million, 5%). Licenses and permits account for \$2.8 million (or 5%) and all other sources of revenue account for \$4.6 million (or 9%). Based on the documentation from the County of Los Angeles, there are 2,561 parcels of land in the City of Industry. There are no tax-related data for 716 parcels. These “null” or non-revenue parcels are public walkways, medians, Union Pacific rails, San Jose Creek, San Gabriel River, public landscaping, and flood control areas. Also, the County indicates that among the “null” properties are 12 parcels outside of the City but are in the City’s “area of influence” (see Figure 2.1, which is also available as an interactive map on the Internet).

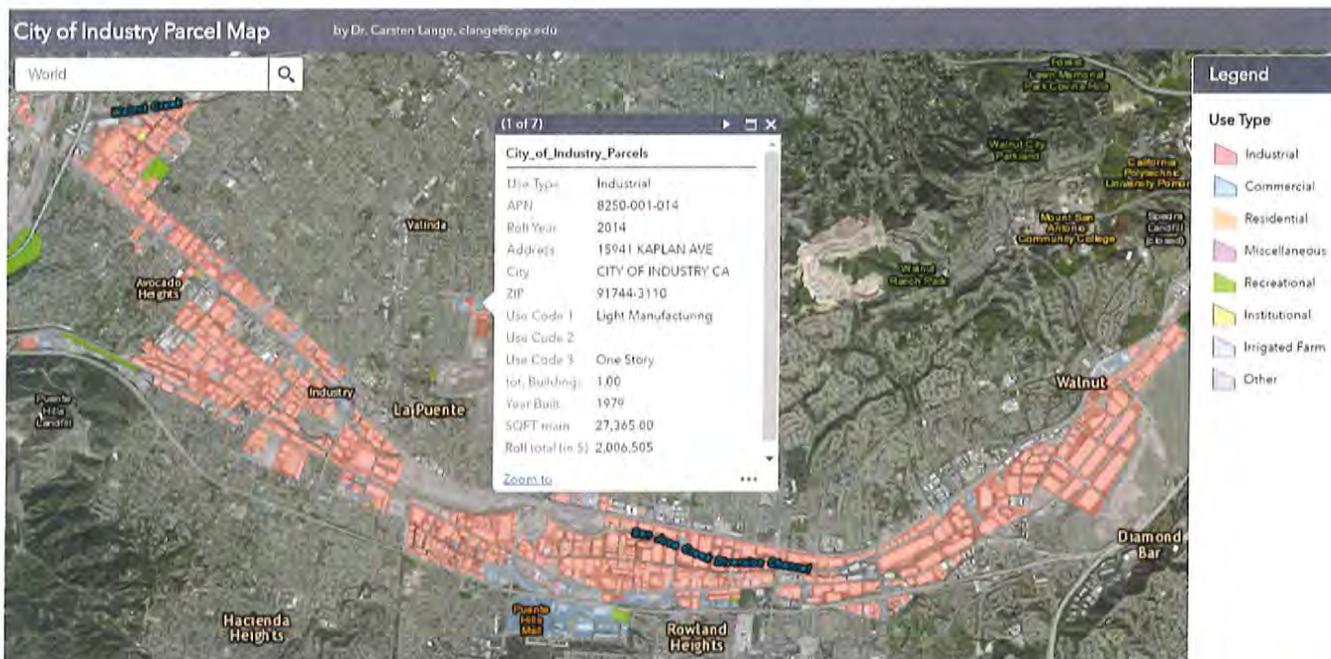


Figure 2.1 Parcel Map for the City of Industry

[Click here for interactive map](#)

The Los Angeles County roll book for the City of Industry includes 157 parcels that are in six other political jurisdictions: La Puente, El Monte, Diamond Bar, Pico Rivera, Baldwin Park, and Pomona. The net number of parcels in the City of Industry is 1,688 of which 1,407 are for commercial/industrial use and 281 parcels that are identified on county records as residential use. Land use may be different from how a parcel is zoned. Figure 2.1 shows the parcels of the City of Industry.

It should be noted that Los Angeles County holds property owners responsible for the accuracy of the parcel tax data. Owners may challenge the assessed rate by using a web link at: <http://assessor.co.la.ca.us/extranet/datamaps/pais.aspx>.

The correctness of the county’s parcel taxes lies with the property owner and not the county or the City of Industry. All land within the City of Industry currently is assigned one of six possible zone designations: 1-Industrial; 2-Industrial-Public Building; 3-Industrial with Manufacturing-Commercial Overlay; 4-Commercial; 5-Commercial – Adult Business Overlay; and 6-Automobile Zone.

2.2 – Residential Population

2.2.1 - Study Questions

- What is the best residential data source for the City of Industry?
- What is the population of the City of Industry?
- What are the characteristics of the City of Industry’s population?

2.2.2 - Sources Used

The population figures presented in this report are based on the 2010 U.S. Decennial Census. The most complete and accurate count of U.S. (and the City of Industry) population is the Decennial Census conducted by the U.S. Census Bureau in every year ending in "0" as required by the U.S. Constitution, Article I, Section 2. The City of Industry is comprised of census blocks. A review of census blocks indicates there are typically only a few persons per block (less than 50) in the City of Industry.

The U.S. Census Bureau is required to keep individual census data confidential for 72 years. The data is used for congressional redistricting and purposes approved by Congress for specified federal departments and agencies. Until the 72-year "blackout period" has passed, data about individuals are publicly available only in an aggregate form, e.g. data about the average, but not the actual number of persons per household. The data are organized and archived so that it is not feasible to determine information about specific households. Statistics are available for relevant geographic areas, e.g. cities, counties, and states, which may be subject to statistical errors due to incomplete, incorrect, and/or lost census surveys.

Public and private agencies that sell and/or provide census data for users are drawing on data published by the U.S. Census Bureau and are typically not collecting original data. One reason for the reliance on the federal census is cost. In 2010 the federal government spent \$13 billion to count 308 million persons. The average cost per household was \$41.11 (see <http://www.genealogybranches.com/censuscosts.html>).

The methodology used and data collected by the U.S. Census Bureau has changed over time. In 2010 the U.S. Census Bureau collected its data in two distinct ways: (1) the Decennial Census and (2) the American Community Survey (ACS).

The **Decennial Census** is the enumeration of the entire population required by the U.S. Constitution every ten years and uses a short form with ten questions that is sent to every household in the U.S. The 2010 Decennial Census captures the number of people living at a single address and their name, sex, age, date of birth, race, ethnicity, relationship to the head of household, and housing tenure.

The **American Community Survey (ACS)** provides current data about all communities every year, rather than once every 10 years, and contains additional questions that provide more detailed socioeconomic information about the population. However, the ACS is sent to a small percentage of the population (about one in six households) on a rotating basis throughout the decade. No household will receive the long ACS survey more often than once every five years. For areas with a population less than 20,000, only 5-year ACS estimates are available. Since the City of Industry has such a small population, the American Community Survey has a large margin of error and thus does not provide data that is useful for our analysis.

The challenge for the City of Industry regarding population data is getting data that are specific to the jurisdiction, relevant to jurisdictional needs, complete, and correct. The small number of households is both an advantage and disadvantage. An ideal survey would include 73 of the 73 households. However, it is highly unlikely that 100% participation can be

achieved. To be 95% confident that a survey accurately represented the City of Industry, 68 of the 73 households would need to be surveyed and respond. The survey data desired might include some of the questions in the U.S. Census Bureau’s ACS form, but would need to be supplemented with questions that met the specific needs of the City of Industry: quality of services provided, community concerns, unmet needs, etc.

Actual survey information may be provided by research firms and/or by college and university research centers. Private firms tend to specialize in marketing data and/or household consumption while public survey resources focus on agency/public policy concerns.

2.2.3 - Analysis and Findings

2.2.3.1 – Population Characteristics

The Census characteristics of the population are as follows (see Table 2.1; for more details see Appendix A.1):

- Total population is 219.
- 73 % of the population is over 18. There are 59 persons under 18.
- 53 % are Hispanic.
- Approximately 70% of residents are renters and 30% are homeowners.

The age distribution and the percentage of Hispanic residents in the City of Industry are similar to those found in Los Angeles County as a whole. LA County has a somewhat smaller percentage of Hispanics. The percent of the population that is under 18 years old, and the percentage of the population that is Hispanic are both higher for City of Industry than for Los Angeles County. The percent of residents living in housing that they own is 20% lower in the City of Industry than for the general Los Angeles County population.

Area	Total Population	Avg. Household Size	Younger than 18	% Younger than 18	% Hispanic Population	Number of Housing Units	% Living in Owned Houses
City of Industry	219	3.1	59	27%	53%	73	30%
Los Angeles County	9,818,605	2.98	2,402,208	24%	48%	344,507,600	50%

Table 2.1 Population Characteristics for City of Industry and Los Angeles County

Data Source: 2010 Census, Profile of General Population and Housing Characteristics

2.2.3.2 - Spatial Distribution of Population

How residents are spatially distributed in the City of Industry may be seen in Figure 2.2. This figure is also available as an interactive map on the Internet. For each Census Block area, the map shows the total of residents categorized by renters and homeowners.

- There are only few areas with residents.

- The largest concentration of population for an area is 37 residents.
- Residents living in single-family dwellings total 66 persons.

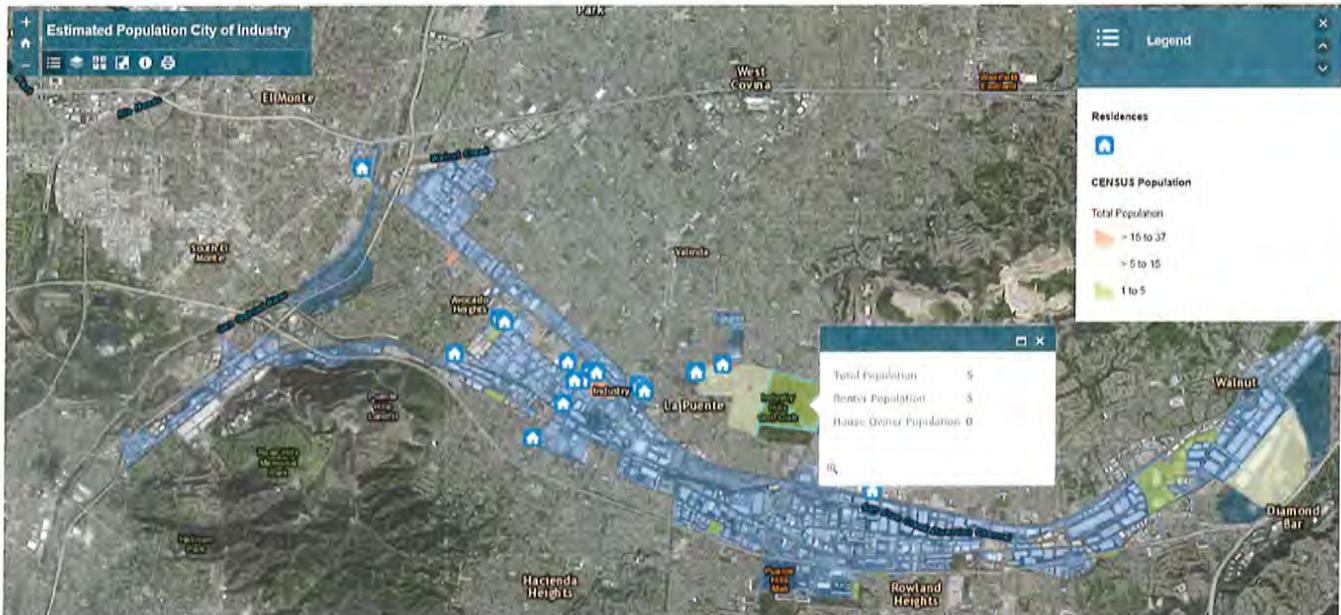


Figure 2.2 Spatial Distribution of Population in the City of Industry [Click here for interactive map](#)

Lifestyles

Many factors determine the business climate for a city. One of these factors is the lifestyle of the city residents and the lifestyles of those around it. Lifestyles matter for future employees who either live in the city or in the vicinity. In the case of the City of Industry, lifestyles in the vicinity are particularly important because most of the people who work in the City of Industry live outside the city.

In order to analyze lifestyles in and around the City of Industry we used *Tapestry Segmentation*. Tapestry Segmentation is a methodology developed by Esri (Environmental Systems Research Institute) which classifies neighborhoods according to demographic and socioeconomic characteristics. The system identifies 14 LifeModes which are further classified into 67 unique segments. (see Appendix A.2 for a detailed description of LifeModes. See <http://goo.gl/zD8n6D> for a complete description of all 67 segments.). In order to analyze the lifestyles of the City of Industry and its vicinity, we categorized the census tracts within and around the City of Industry by their dominant LifeModes and Segments (see Figure 2.3).

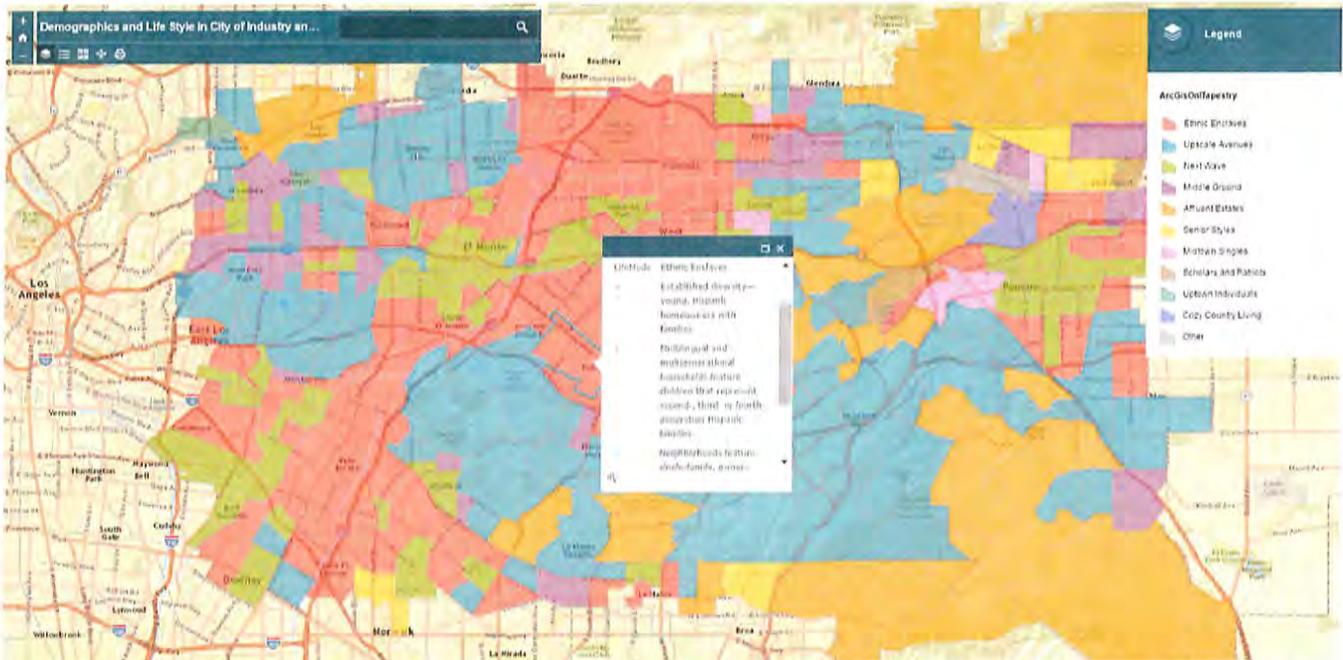


Figure 2.3 Demographics and Life Style in the City of Industry and Vicinity Data source: Esri 2016
[Click here for interactive map](#)

The City of Industry’s dominant LifeMode is *Ethnic Enclaves* and the city’s dominant segment is *Urban Villages* (see Figure 2.3). According to Esri’s description, Ethnic Enclaves/Urban Villages are multicultural, multi-generational, and multilingual. The neighborhood is characterized by older homes (most built before 1970) with lower median prices but also lower vacancy rates (see Appendix A.2 for a detailed description).

The LifeModes for Census Tracts within and around the City of Industry are shown in Figure 2.3. An interactive map that shows the LifeModes and a detailed description for each Census Tract may be found on the Internet at <https://goo.gl/1r6EeJ>. Figure 2.3 shows that LifeModes in the north of the City of Industry are mostly *Ethnic Enclaves* and some *Next Wave* (young, diverse, hard-working urban families). LifeModes in the south of the City of Industry are described as *Upscale Avenues* (ambitious and hardworking married couples living in mostly older suburban enclaves).

In general, the City of Industry and its vicinity provide attractive and diverse lifestyles for future employees.

2.3 – Business Composition

2.3.1 - Study Questions

The key areas of inquiry are as follows:

- What businesses and jobs are in the City of Industry?
- What is the commercial/industrial market segmentation in the city and how is it reflected in terms of sales and employment?

- What are the estimated wages generated by businesses in the City of Industry?

2.3.2 - Sources Used

- Esri (Environmental Systems Research Institute) 2016 predictions of the number of businesses, sales, and employment categorized by the North American Industry Classification System (NAICS).

NAICS is the standard used by federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. economy. The NAICS has codes for every type of business divided into 20 major sectors of business activity (and a code for Unclassified Establishments). Sectors include everything from Agriculture, Mining, and Public Administration to Transportation and Wholesale. The NAICS codes are applicable to for-profit, non-profit, and governmental organizations. See <https://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2017> for the complete NAICS sector codes and detailed definitions for each. For this study, we use only the first 2 digits of the code which identify the 20 major sectors of business activity (see Appendix A.5).

It is important to note that, for the most part, each business self-selects the NAICS code that describes its business activity. If a business has several activities, it identifies which NAICS code is its primary activity (usually the activity with the largest revenues) as well as the codes for the other activities it pursues. This study uses only the primary 2-digit NAICS code associated with a business. For example, a business may engage in both wholesale and retail trade (NAICS codes 42 and 44-45, respectively) but indicate that Wholesale Trade (42) is its primary business activity – so all of its activity is reported under NAICS 42. All graphs, figure, and tables list the information in the 2-digit NAICS code sequence, with NAICS code 11 (Agriculture/Forestry/Fishing/Hunting) first and NAICS code 99 (Unclassified) last.

2.3.3 Analysis and Findings

2.3.3.1 Overview

The City of Industry’s primary economic activities are Wholesale, Retail, and Manufacturing. These industry segments account for the greatest number of firms, and employees. Wholesale is the greatest single segment of sales. Retail Trade accounts for the largest single sector for both number of employees and number of businesses in the City of Industry (see Figures 2.4, 2.5, and 2.6 below).

2.3.3.2 Number of Businesses in the City of Industry

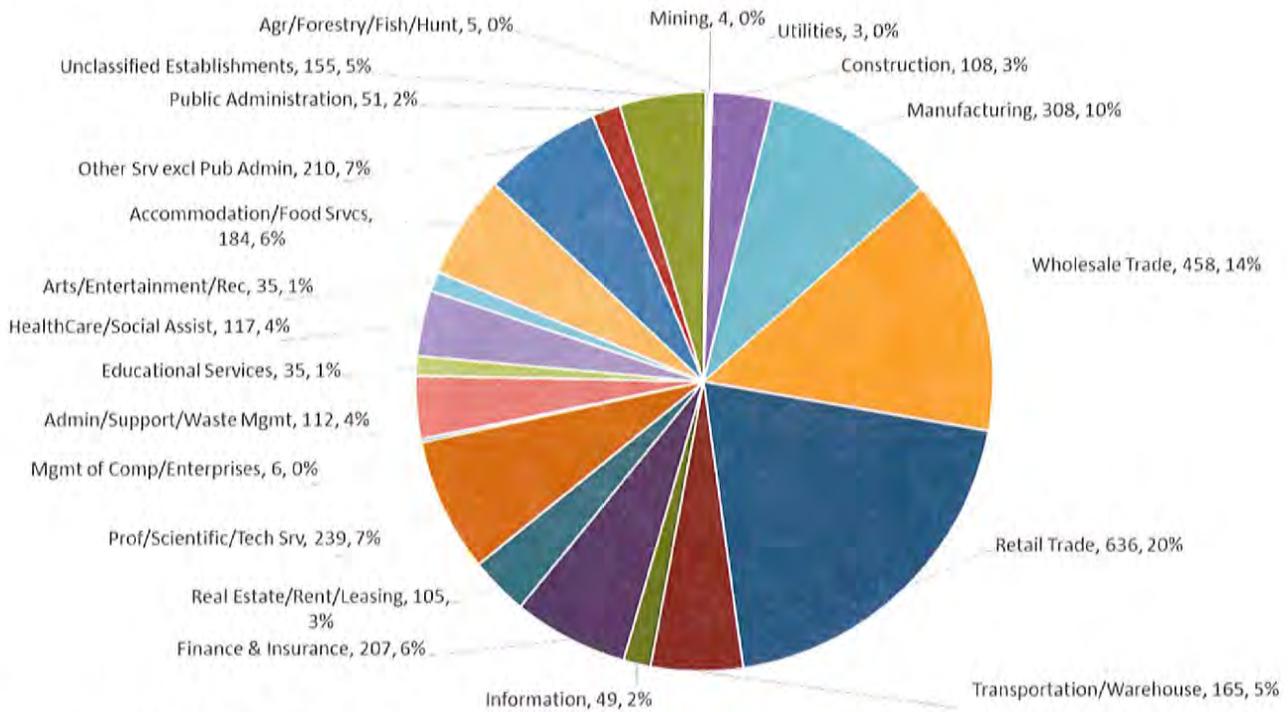


Figure 2.4 Number of Businesses in the City of Industry (Categorized by 2-digit NAICS code)
 Data Source: Esri

The Manufacturing, Wholesale, and Retail sectors account for 44% of all the firms in the City of Industry. Most of the remaining 17 NAICS sectors account for five percent or less of the City’s firms. Somewhat larger sectors in the City of Industry are:

- Professional/Scientific/Technical services (7%)
- Other Services Excluding Public Administration (7%)
- Finance & Insurance (6%), and
- Accommodation/Food Services (6%).

2.3.3.3 Sales in the City of Industry

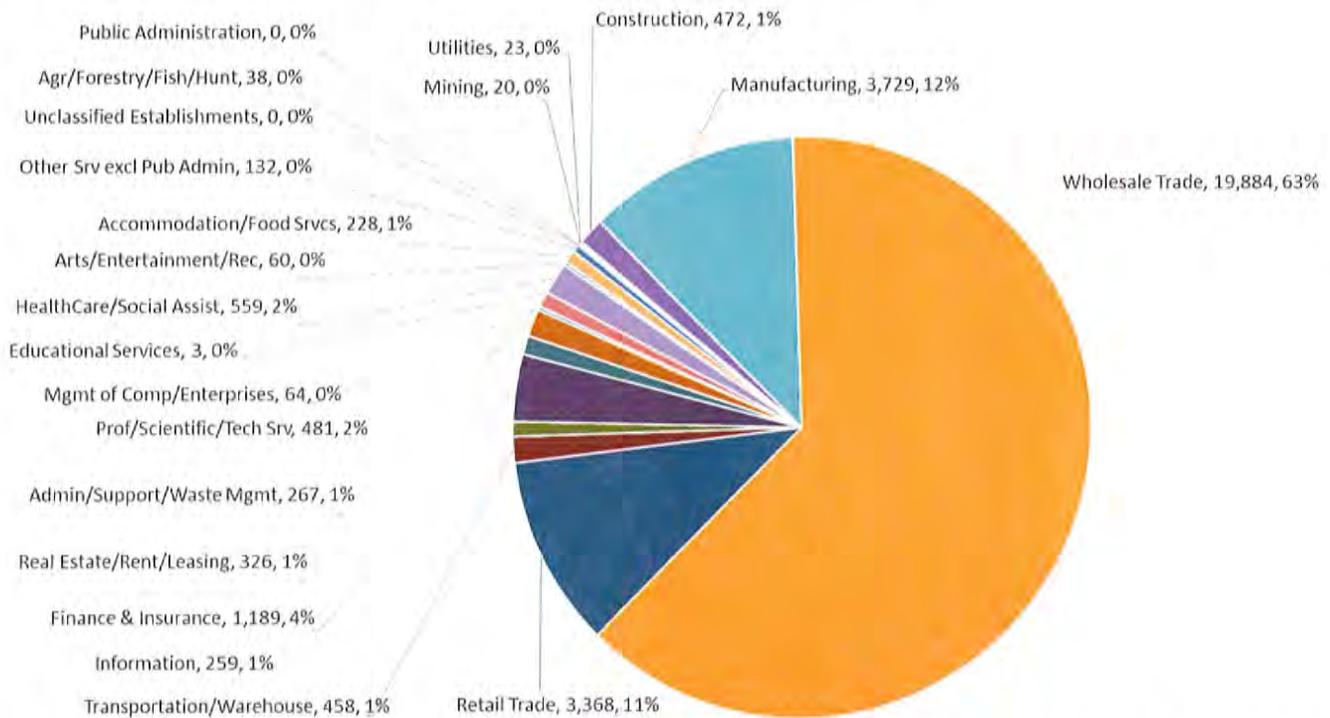


Figure 2.5 Sales (in \$million) of Businesses in the City of Industry (Categorized by 2-digit NAICS code)

Source: Esri

Sales are a key indicator of a region’s economic vigor. The Wholesale sector accounts for 63% of all sales (see Figure 2.5). Wholesale sales do not necessarily generate sales taxes within the City of Industry but represent the critical link between the City of Industry and the surrounding areas. Wholesale sales are often made to retail businesses outside the City of Industry. Those retail businesses sell to customers who pay the sales taxes in their respective cities and counties. Wholesale sales represent the lion’s share of the sales activity in the City of Industry. The Manufacturing (12%) and Retail Trade (11%) sectors are also strong contributors to overall sales. Of the remaining sixteen sectors, only Finance & Insurance accounts for more than 2% of sales per NAICS sector. Sales activities are also a key component in the analysis of the impact of one jurisdiction on another. In Section 4, this report will discuss the impact of the City of Industry on the surrounding areas of the San Gabriel Valley and Los Angeles and neighboring counties in greater detail.

2.3.3.4 Employment in the City of Industry

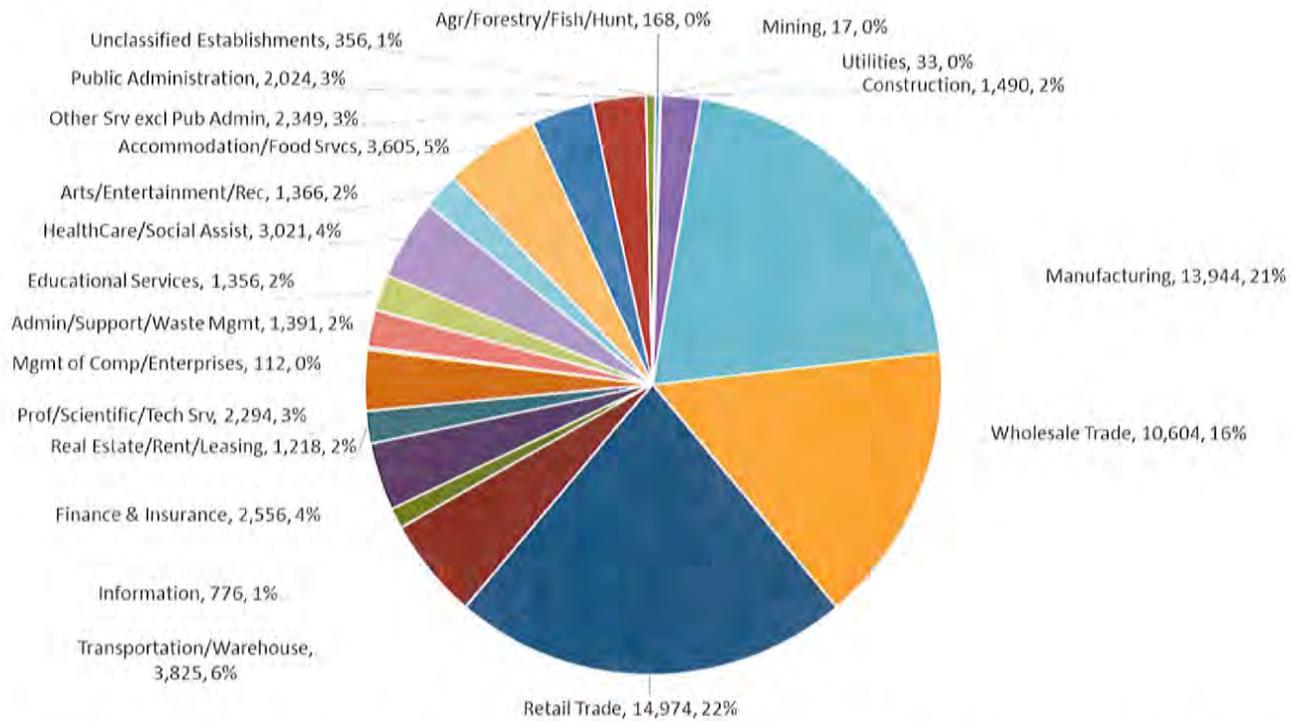


Figure 2.6 Number of Employees in Businesses in the City of Industry (categorized by 2-digit NAICS code)

Data Source: Esri

Retail (22%), Manufacturing (21%) and the Wholesale (16%) account for a total of 59% of the total employment in the City of Industry. No other single NAICS sector accounts for more than six percent of the total employment, with most in the 2% to 3% range.

Manufacturing has the highest average number of employees per firm at about 45. Each of the service industries (public administration, arts/entertainment/recreation, and education) account for an average of about 40 employees per firm. The overall average city-wide is just over 21 employees per firm.

2.4 – Economic Comparisons

2.4.1 – Study Questions

- How did employment, wages, sales, and the number of business, develop in the City of Industry, San Gabriel Valley, and Los Angeles County in recent years?
- How do these variables compare between the City of Industry and those of San Gabriel Valley and Los Angeles County?

2.4.2 – Sources Used

The data described and analyzed below were drawn from the

- U.S. Census Bureau, County Business Patterns
- U.S. Census Bureau, Economic Census
- Esri, predictions for 2016

2.4.3 - Key Economic Variables for the City of Industry 2002 – 2016 Compared to San Gabriel Valley and Los Angeles County

Table 2.2 summarizes the level of growth for the City of Industry, Los Angeles County, and the San Gabriel Valley with regards to business, sales, employees, and wages from 2002 through 2016. In 2002 the City of Industry had 1,845 firms. That number rose to 2,038 by 2007 and to 2,480 by 2012. By 2016 it is estimated that the number of the City of Industry firms will have risen to a new high of 3,194. This is consistent with the count provided by MuniEnvironmental.

	San Gabriel Valley (County Business Pattern)			City of Industry (Economic Census)				Los Angeles County (Economic Census)			
	Businesses	Employees	Wages in \$1million	Businesses	Employees	Wages in \$1million	Sales in \$1million	Businesses	Employees	Wages in \$1million	Sales in \$1million
2002	#N/A	#N/A	#N/A	1,845	55,768	1,843	18,367	193,646	3,102,578	105,772	487,456
2007	34,299	452,785	16,330	2,038	57,489	2,183	25,192	209,025	3,242,214	133,694	685,809
2012	33,602	412,751	16,617	2,480	53,667	2,260	27,083	228,611	3,531,929	170,947	761,141
2014	35,323	435,974	17,888	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
2016*	49,978	562,891	#N/A	3,194	67,477	#N/A	31,559	404,998	4,449,238	#N/A	1,177,321
2016				2,948	#N/A	#N/A	#N/A				

	Annualized Growth Rates			Growth Rates Calculated for Industries Available Simultaneously for 2002, 2007, 2012, and 2016							
	Businesses	Employees	Wages in \$1million	Businesses	Employees	Wages in \$1million	Sales in \$1million	Businesses	Employees	Wages in \$1million	Sales in \$1million
2002-2007	#N/A	#N/A	#N/A	2.1%	0.6%	3.7%	7.4%	1.6%	0.9%	5.3%	8.1%
2007-2012	-0.4%	-1.8%	0.4%	1.4%	-2.9%	-1.2%	1.0%	0.0%	-0.4%	1.6%	1.2%
2012-2014	2.6%	2.8%	3.8%	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
2012-2016				2.2%	3.3%	#N/A	2.5%	11.2%	3.0%	#N/A	9.8%

	Source: CENSUS, County Business Patterns
	Source: CENSUS, Economic Census
	Source: ESRI, Predictions based on Census Block Apportioning
	Source: Muni Env. Survey of City of Industry Businesses

*) 2016 is obtained from ESRI and therefore a different source than the 2002 - 2012 values. Consequently, change over time involving 2016 should be interpreted with care.

Table 2.2 Business Growth Pattern: City of Industry, Los Angeles County, San Gabriel Valley

Data sources: Census, Muni Environmental, Esri

#N/A = not available

Business sales in 2002 were about \$18 billion and rose to \$25 in 2007 and \$27 billion in 2012. The predicted 2016 sales are \$32 billion. The picture for employment is less vigorous. In 2002 there were 55,768 persons employed in the City of Industry. This grew to 57,489 in 2007 just before the Great Recession. The employment dropped to 53,667 by 2012. This loss in jobs during the Great Recession is predicted to rebound in 2016. Wages of \$1.8 billion in 2002 grew to \$2.3 billion by 2012.

2.4.4 Comparison of Regional Economic Growth Rates

The data analysis used by this study spans a period from 2002 -2016 (15 years). In 2008 a financial crisis plunged the U.S. economy into the Great Recession. The impact is summarized above in Table 2.2. The impact on the City of Industry was dramatic. The annualized growth rate for the number of businesses declined significantly from 2.1% in the 5-year period 2002 to 2007 to 1.4% in the period 2007 to 2012. Sales growth also significantly declined from an annual rate of 7.4% (2002 to 2007) to only 1.0% (2007 to 2012). The most detrimental consequences were a negative growth in employment (-2.9%) and wages (-1.2%) in 2007 to 2012.

Los Angeles County annualized business growth had been 1.6% prior to the Great Recession and fell to 0.0% (2007 to 2012). The same pattern is found for sales growth, which declined from 8.1% to 1.2%. Similarly, annualized employment shrank from 0.9% growth to negative 0.4%. Wage growth declined significantly from 5.3% to 1.6%.

2.4.5 The Great Recession Regional Impact

In retrospect, business growth rate declined in both jurisdictions as did sales. Neither Los Angeles County nor the City of Industry experienced a net average loss of businesses or sales. Los Angeles County and the City of Industry both experienced a net average decline in employment. In the City of Industry, the loss of jobs was accompanied by declines in wages. This was not the case for Los Angeles County which saw losses in employees but not commensurate negative average losses in wages.

In the period 2012-16, Los Angeles County's annual growth rate recovered regarding sales, businesses, and employment. A similar pattern was seen for the City of Industry with regards to businesses and employment but not for sales. The City of Industry's sales recovery had lagged but improved by 2016.

In the San Gabriel Valley there was an average annual decline in businesses and employment during the Great Recession and since the recession, there has been a strong positive growth in businesses and employment.

There is an adage that "a rising tide lifts all boats." This suggests that a robust economy benefits everyone: businesses, employees, and customers. This research suggests that the same is true for a receding tide. Economic key variables for Los Angeles County, San Gabriel Valley, and the City of Industry saw significant annualized declines in growth rates for sales, employment, and number of businesses. However, recoveries by jurisdictions do vary. The City of Industry fell into a deeper economic hole and is continuing to emerge from its losses in the growth of sales. Los Angeles County also faced significant declines but has generally recovered. The same is true for San Gabriel Valley.

Section 3 – Business Sector Composition and Comparisons by NAICS

3.1 Study Questions

The key areas of inquiry are how do the business sectors of the City of Industry compare with San Gabriel Valley, Los Angeles County, Orange County, Riverside County, and San Bernardino County in terms of:

- Number of businesses
- Sales
- Employment

3.2 Sources Used

- Esri (Environment System Research Institute) 2017 categorized by NAICS codes.

3.3 Analysis and Findings

The figures in this section show the relative composition in percentage points of the major economic measures of the City of Industry versus each of the other study comparison areas for each of the 2-digit NAICS categories. When the percentage distribution of the City of Industry's number of businesses, or gross sales, or number of employees and that of the comparison area are the same, the graph shows a 0% difference. When the City of Industry's percentage is greater than the comparison area, the graph shows a positive percentage; the converse shows a negative percentage.

For example, Figure 3.1 illustrates that in the NAICS category "Retail Trade," the City of Industry has 4% more of its businesses and 7% more of its employment in this category than does the San Gabriel Valley; however, the City of Industry has 4% less of its total sales in "Retail Trade" than does the San Gabriel Valley.

The value of these figures is understanding how economic and/or political factors might impact the City of Industry relative to the comparison areas.

For example: Changes in tariffs may proportionately impact businesses in City of Industry more than in the San Gabriel Valley because City of Industry has proportionately more manufacturing and wholesale trade businesses.

The raw data for these figures are provided in Appendix A.3 Business Data by NAICS Sector.

3.3.1 – San Gabriel Valley

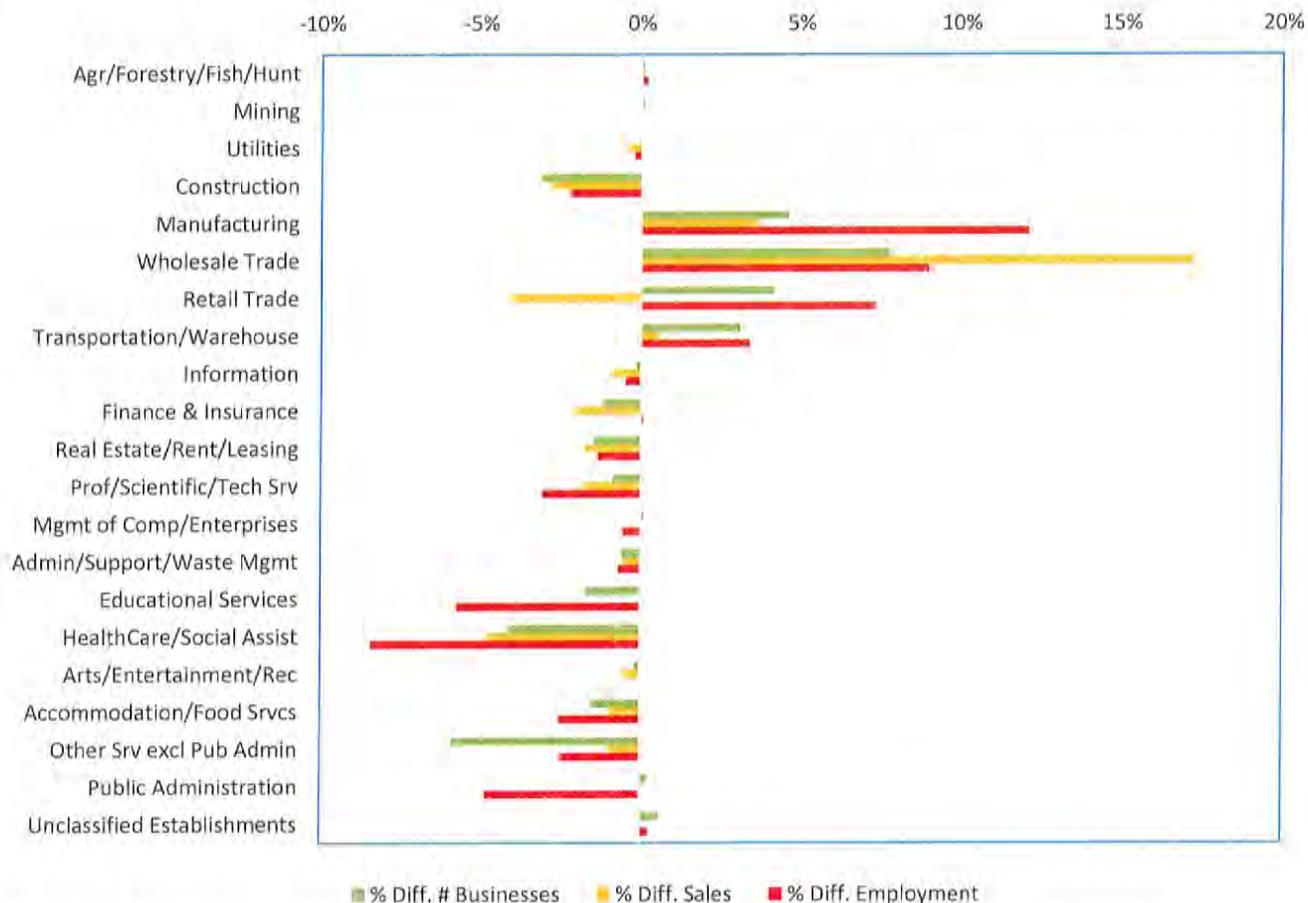


Figure 3.1 Business Comparison – City of Industry to San Gabriel Valley Data Source: Esri

San Gabriel Valley has 50,000 firms with total sales of about \$163 billion and 563,000 employees. City of Industry is located within the San Gabriel Valley and has 6% of its businesses, 19% of its sales, and 12% of its employees. The proportional distribution of businesses, sales, and employees by NAIS are quite different in the two areas, as shown in Figure 3.1. There are striking differences in Manufacturing, Wholesale Trade, and Health Care. City of Industry has 12% more employees in Manufacturing and 9% more in Wholesale Trade and 8% fewer in Health Care than does San Gabriel Valley as a whole. City of Industry has 63% of its total sales in the Wholesale Trade while the San Gabriel Valley derives only 46% of its sales from Wholesale Trade, a difference of 17%.

Although City of Industry has proportionally more Retail Trade businesses and employees, it has proportionately less Retail Trade sales than the rest of the San Gabriel Valley. (See Figure 3.1 above).

3.3.2 – Los Angeles County

Los Angeles has 405,000 firms; its sales exceeded \$1.18 trillion; and there were 4,449,000 employees in the county. The City of Industry is located within Los Angeles County.

In 2016 Forbes Magazine reported Los Angeles County's Metropolitan area (which includes Anaheim in Orange County) is the second largest metropolitan economy in the United States with a GDP roughly equivalent to that of Indonesia. Los Angeles's economic strength (GDP) is unique in the world, unique for the United States, and unique within California.¹

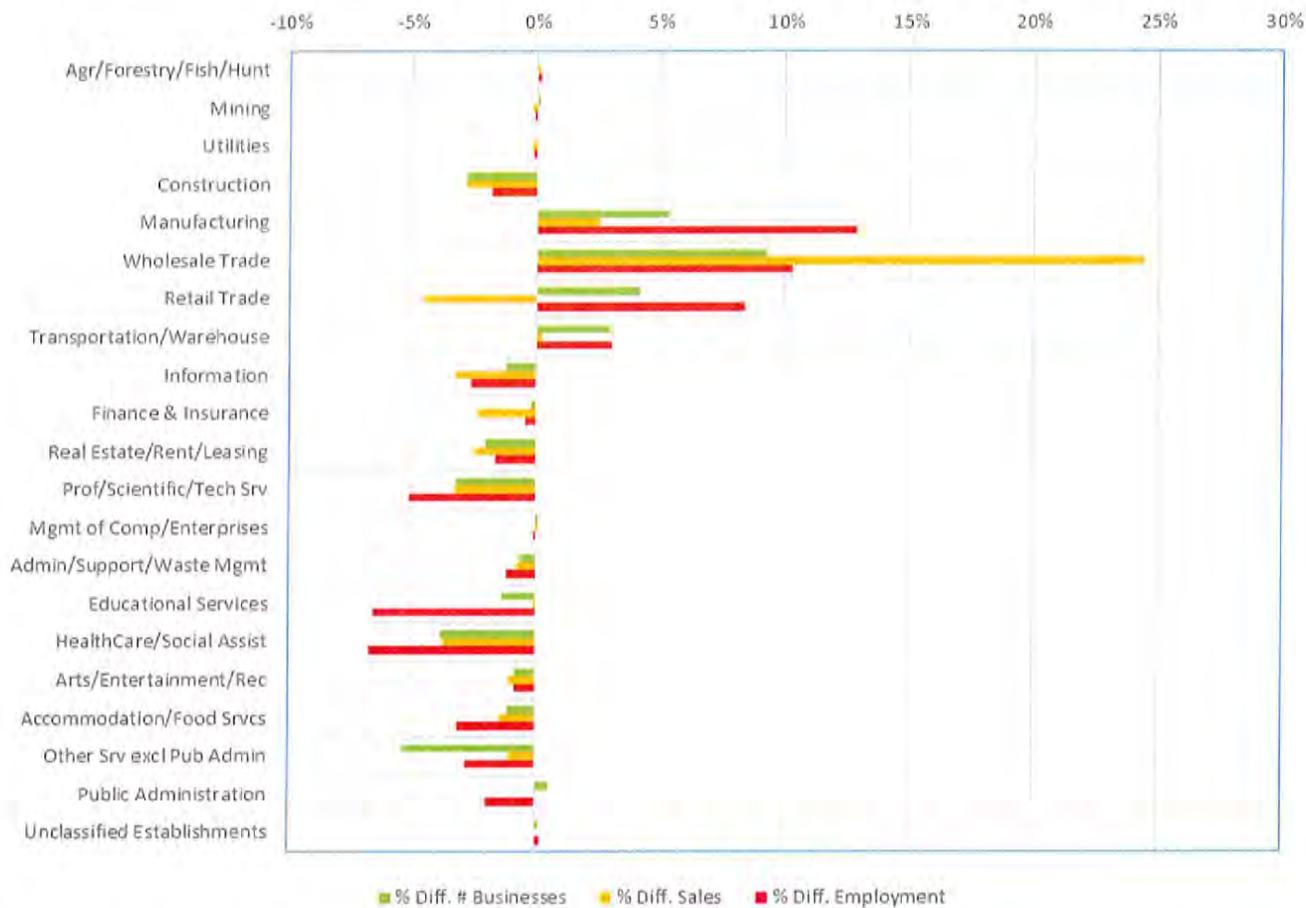


Figure 3.2 Business Comparison – City of Industry to Los Angeles County Data Source: Esri

Although Los Angeles County's top three sales areas are also Wholesale Trade (39%), Retail Trade (15%), and Manufacturing (9%), Figure 3.2 shows that the City of Industry sales are proportionally stronger in Wholesale Trade and in Manufacturing. In particular, total sales shares in the City of Industry exceed those of Los Angeles County by 24% (Wholesale Trade) and 2% (Manufacturing). Sales shares are 5% smaller in the City of Industry than in Los Angeles County for the Retail Trade industry. However, employment is proportionately stronger in the City of Industry in Manufacturing (13%), Wholesale Trade (10%), and also in Retail Trade (8%). Figure 3.2 also shows industries where Los Angeles County is

¹ Los Angeles Metropolitan Economy compared within the United States and worldwide (<https://www.forbes.com/sites/scottbeyer/2016/10/09/americas-20-largest-metros-have-higher-gdps-than-most-foreign-nations/#32822cef54db>)

proportionally larger both in terms of sales shares and employment shares; for example Healthcare/Social Assistance, Professional/ Scientific/Technical Services, and Educational Services.

Although City of Industry has proportionally more Retail Trade businesses and employees, it has proportionately less Retail Trade sales than Los Angeles County (See Figure 3.2 above).

3.3.3 – Orange County

Orange County lies south of Los Angeles County and the City of Industry and has 135,000 businesses. Orange County firms' sales are about \$325 billion and they employ 1,606,000. As the name suggests, Orange County used to be dominated by the agriculture industry. However, in 2017 the share of the agriculture industry's sales share was only 0.1% of Orange County's overall sales (employment share of agriculture industry was 0.3%). Now, in 2017, the major sources for sales revenues are Wholesale Trade (25%), Retail Trade (17%), Manufacturing (13%), Finance & Insurance (9%), and Professional/Scientific/Technical Services (7%). All other sectors comprise the remaining 33%. Retail Trade (13%) and Manufacturing (11%), also account for 24% of all employment followed by Professional/Scientific/Technical Services, Health Care/Social Assistance, and Accommodation/Food Services with an employment share of 9% each. The remaining 49% of the county's employment is spread among the remaining 16 NAICS categories.

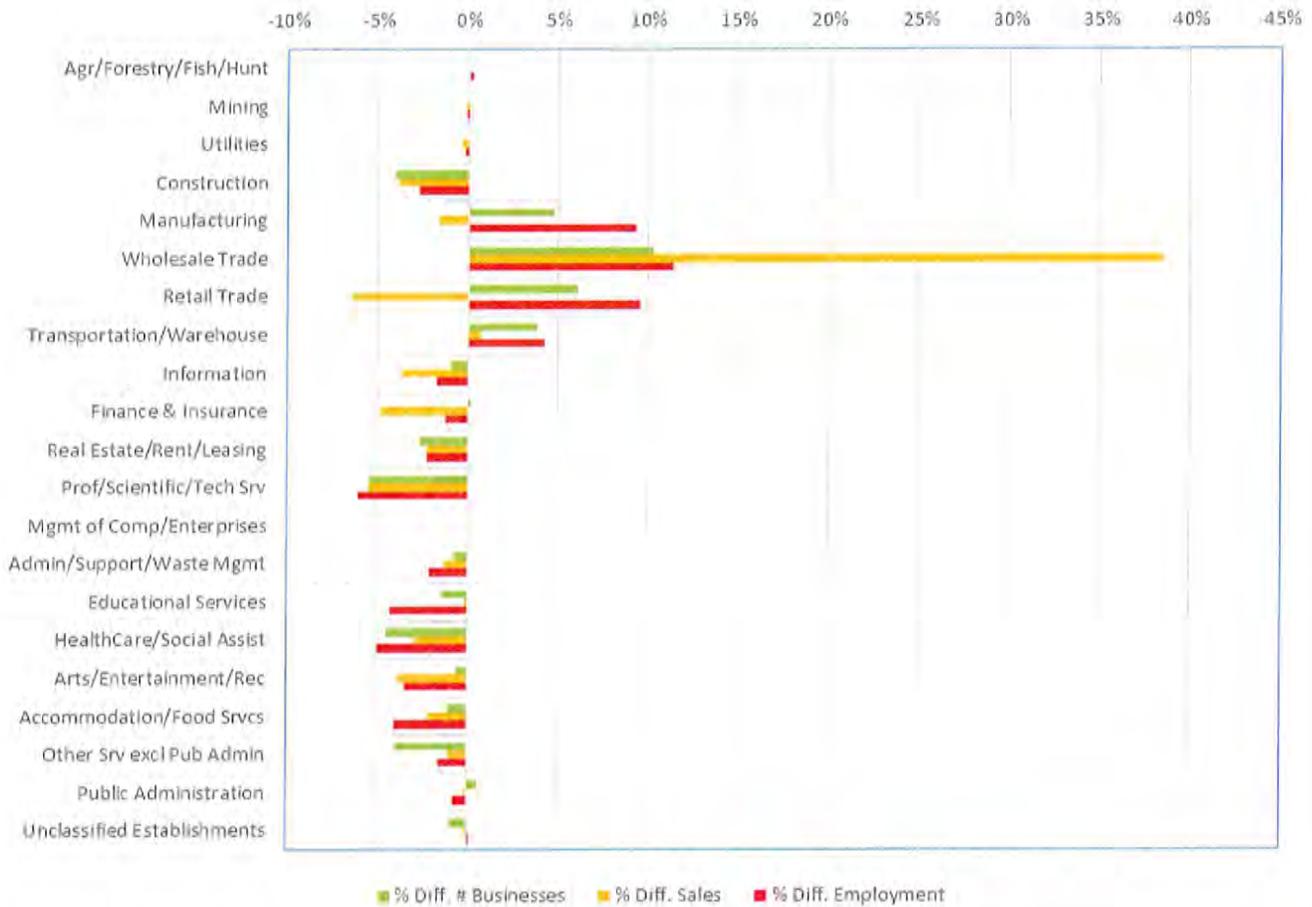


Figure 3.3 Business Comparison – City of Industry to Orange County

Data Source: Esri

Figure 3.3 shows that City of Industry derives significantly more of its sales from Wholesale Trade (63%) than does Orange County (25%), a 38% difference. The City of Industry’s other areas of relative economic strength compared with Orange County are Retail Trade and Manufacturing.

Although City of Industry has proportionally more Retail Trade businesses and employees, it has proportionately less Retail Trade sales than Orange County (See Figure 3.3 above).

3.3.4 – San Bernardino County

San Bernardino County is east of the City of Industry and the County of Los Angeles. This county encompasses 20,105 square miles and has the distinction of being the largest county, by area, in the United States. San Bernardino has 54,000 businesses, \$140.6 billion in sales, and 649,000 employees. The greatest proportion of sales in San Bernardino arises from Wholesale Trade (with about \$61B), Retail Trade (\$28B), and Manufacturing (\$11.8B) which collectively account for another 26% of county sales. The remaining 24% is dispersed among the other 16 NAICs categories. The City of Industry’s relative economic strengths, compared with San Bernardino County, are in Retail Trade and Manufacturing. Finally, compared with

San Bernardino County, City of Industry has modestly (less than 5%) more activity in the area of Transportation/Warehouse.

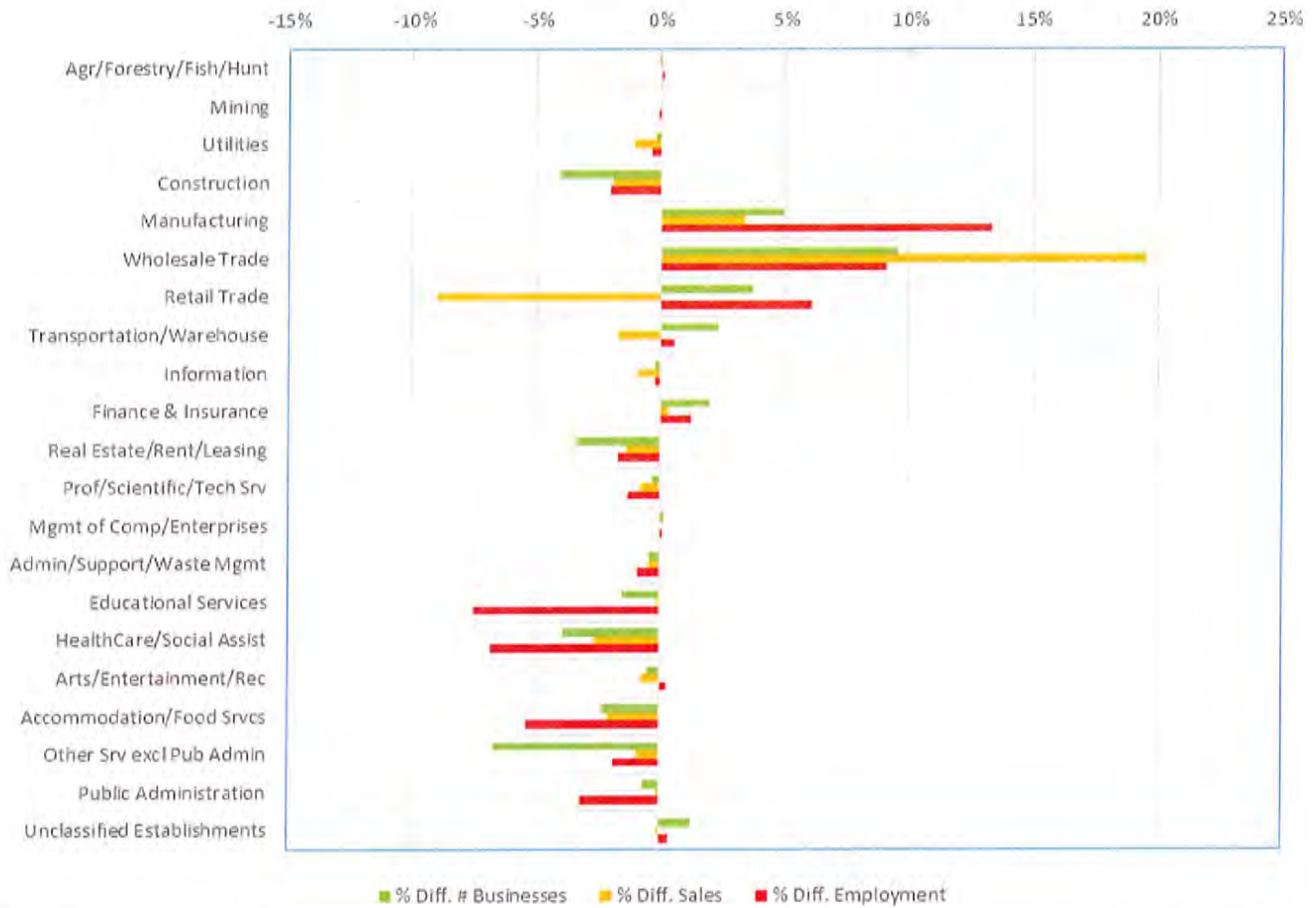


Figure 3.4 Business Comparison – City of Industry to San Bernardino County Data Source: Esri

Although City of Industry has proportionally more Retail Trade businesses and employees, it has proportionately less Retail Trade sales than San Bernardino County.

3.3.5 – Riverside County

Riverside County lies southeast of Los Angeles County and the City of Industry. When the GDP of Riverside is coupled with that of neighboring San Bernardino, it ranks 5th in terms of GDP within California². Overall Riverside County has 58,500 firms which generate \$121.8

² Source: The Center for the Continuing Study of the California Economy (Sept. 2017). Numbers in the News. Retrieved from <http://www.ccsce.com/PDF/Numbers-Sept-2017-CA-Regional-Economy-Rankings-2016.pdf>

billion in sales and employs 657,000. The Wholesale sector is the largest sector and accounts for \$39.8 billion in sales, followed by Retail Trade (\$30.0B) and Manufacturing (\$8.4B). These three sectors account for 65% of area sales. The remaining 35% of sales in Riverside County is dispersed among the other 18 NAICS categories.

There are 657,000 employees in Riverside County. Retail Trade accounts for 17% of the county's employment, followed by Accommodation/Food Services (12%), Health Care/Social Assistance (11%), and Educational Services (8%). The other major areas of employment are Construction, Manufacturing, Other Services, and Public Administration with 6% each. The remaining 13 NAICS categories account for 38% of employment in Riverside County. The City of Industry's relative economic strengths compared to that of Riverside County are in the areas of Manufacturing, Wholesale Trade, Retail Trade, and to a lesser degree, Transportation/Warehouse (See Figure 3.5 below).

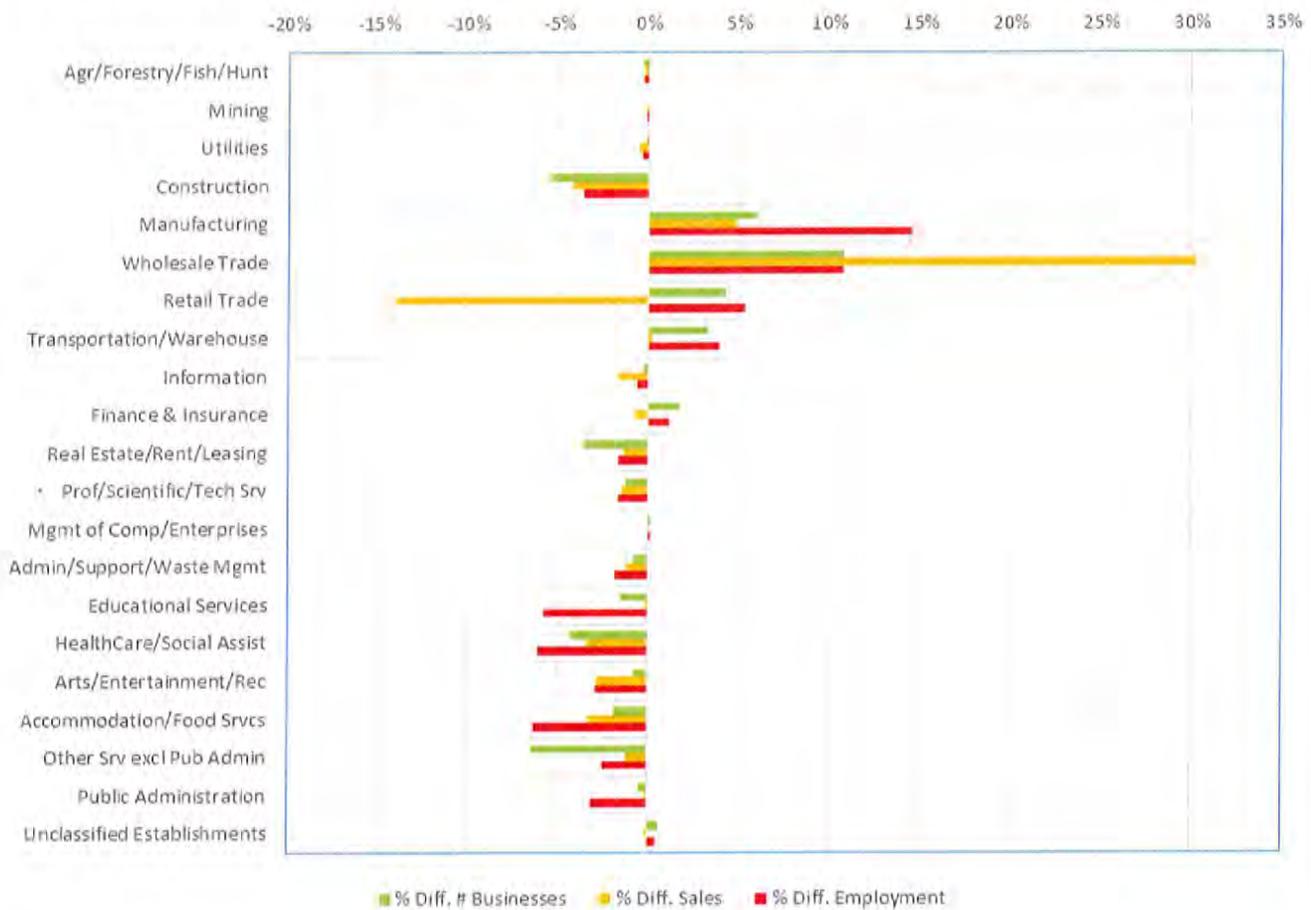


Figure 3.5 Business Comparison – City of Industry to Riverside County Data Source: Esri

Although City of Industry has proportionally more Retail Trade businesses and employees, it has proportionately less Retail Trade sales than Riverside County.

Section 4 – Economic Impact/Contribution Analysis Using IMPLAN

The City of Industry with its more than 3,000 companies, \$30 billion in sales, and more than 67,000 employees contributes significantly to the local economy. However, the businesses sales and salaries of employees in the City of Industry represent only a fraction of the overall impact the City of Industry has on the local economy. This is because production of goods and services within the City of Industry requires intermediate goods and services from the surrounding communities and in addition income generated within the City of Industry generates further demand and employment in the surrounding communities. This section will estimate the overall economic contribution of the City of Industry on the local community. There will be two separate estimations one for the Los Angeles, Orange, Riverside, San Bernardino County area and one for the San Gabriel Valley area.

4.1 Study Questions

- What is the specific economic impact of the City of Industry on the Counties of Los Angeles, Orange, San Bernardino, and Riverside?
- What is the cumulative economic impact of the City of Industry on the Counties of Los Angeles, Orange, San Bernardino, and Riverside?
- What is economic impact of the City of Industry on the San Gabriel Valley?
- What are the *multipliers* that relate economic activity in the City of Industry to its economic impact on Los Angeles County and how can they be applied?
- What are the *multipliers* that relate economic activity in the City of Industry to its economic impact on the San Gabriel Valley and how can they be applied?

4.2 Sources Used and Methodology

Before any economic impact of the City of Industry can be estimated, we need to determine:

1. the research area(s) for which we want to estimate the total economic impact of the City of Industry, and
2. the total production of goods and services within the City of Industry (Direct Effect).

We estimate the economic impact of the City of Industry for two separate areas:

- i. The jurisdiction of Los Angeles, Orange, San Bernardino, and Riverside Counties and
- ii. The San Gabriel Valley as it is defined by The Data Desk research group from The Los Angeles Times (see <http://maps.latimes.com/neighborhoods/> and Figure 4.2).

In order to estimate the economic Direct Effect that the City of Industry has by producing goods and services, we used the 2017 industry sales estimates for the City of Industry from Esri categorized by 2-digit NAICS codes (see Table 4.1).

NAICS Code	NAICS Sector	Industry Sales	Estimated Employment	Estimated Employee Compensation	Estimated Proprietor Income
11	Ag, Forestry, Fish & Hunting	\$37,716,000	168	\$15,403,998	\$7,595,243
21	Mining	\$19,607,000	17	\$2,438,933	\$1,755,242
22	Utilities	\$22,579,000	33	\$4,065,847	\$77,687
23	Construction	\$471,566,000	1,490	\$94,843,678	\$40,778,756
31-33	Manufacturing	\$3,728,644,000	13,944	\$616,668,968	\$25,142,636
42	Wholesale Trade	\$19,883,522,000	10,604	\$5,813,213,006	\$637,707,096
44-45	Retail trade	\$3,368,145,000	14,974	\$1,226,200,378	\$239,960,061
48-49	Transportation & Warehousing	\$458,471,000	3,825	\$147,928,257	\$25,917,177
51	Information	\$259,339,000	776	\$51,638,358	\$12,842,772
52	Finance & insurance	\$1,188,755,000	2,556	\$369,037,919	\$53,471,335
53	Real estate & rental	\$326,442,000	1,218	\$15,676,843	\$15,792,742
54	Professional- scientific & tech svcs	\$480,728,000	2,294	\$199,403,352	\$57,981,246
55	Management of companies	\$63,835,000	112	\$34,137,946	(\$1,064,341)
56	Administrative & waste services	\$266,828,000	1,391	\$130,593,639	\$17,293,484
61	Educational svcs	\$3,262,000	1,356	\$1,898,058	\$78,145
62	Health & social services	\$558,911,000	3,021	\$282,497,981	\$39,510,572
71	Arts- entertainment & recreation	\$60,197,000	1,366	\$24,816,991	\$5,531,889
72	Accommodation & food services	\$227,725,000	3,605	\$86,164,732	\$7,591,302
81	Other services	\$132,476,000	2,349	\$45,774,513	\$23,120,021
92	Government & non NAICS	\$229,456,089	2,024	\$193,263,193	\$0

Table 4.1 Industry Sales, Employment, and Estimated Income for City of Industry

Data Source: Esri and IMPLAN

Unclassified establishments are not included for the Direct Effect since sales data are not available.

Economic impact analysis is based on Input-Output analysis, an approach credited to Wassily Leontief³, who received the Nobel Prize in 1973 for his work in this area. The basic idea behind an economic impact analysis is that any economic entity, such as the City of Industry, has an economic impact on the surrounding (research) area that goes beyond its own production of goods and services. This additional economic impact⁴ on the research area is generated by two effects:

Indirect Effect: The production of goods and services in the City of Industry requires intermediate goods. Some of these intermediate goods will be produced outside of our four-county research area or outside the San Gabriel Valley (when the San Gabriel Valley is the research area). For example, some of the intermediate goods will be produced in a foreign country, or inside the U.S. but outside of the research area. This production outside the research area has no economic effect on the research area. However, some intermediate goods are produced within the research area and have an economic impact on the research area. In addition, the production of these intermediate goods requires other intermediate goods from within and outside the research area, and so on, and so on (ripple effects). The sum of all these economic effects within the research area related to intermediate goods is called the Indirect Effect.

Induced Effects: By producing goods and services the City of Industry also generates income for employees and proprietors. This income generates demand and extra production both within and outside the research area. This production generates more income and thus more production, and so on, and so on. The cumulative value of the production generated through this process in the research area is called the Induced Effect. In order to estimate the total impact that one area has on another, we must add the Direct, Indirect, and Induced Effects to generate the Total Effect. Then, based on the total estimated production value, the income and taxes can also be calculated. However, calculating the Indirect and Induced Effect requires a sophisticated mathematical model. We used IMPLAN software, which is a standard software for economic impact analysis to estimate the effects.⁵

4.3 Analysis and Findings

Based on City of Industry sales data from Table 4.1, a Multi Region Input Output (MRIO) contribution analysis was performed with the IMPLAN software for the counties of

³ Wassily Leontief (1906–1999) was born in Munich, Germany, studied Economics at the University of Leningrad, Russia, where he received his degree when he was only 19 years old. From 1927 to 1930, he worked at the Institute for the World Economy in Kiel, Germany, and received his Ph.D. from the University of Berlin, Germany, in 1928. In 1931, Leontief joined the National Bureau of Economic Research (NBER) in Cambridge, MA, and received the Nobel Prize for Economics in 1973.

⁴ The terms economic impact and economic contribution are used interchangeably in this report. However, in a stricter definition of the terms we are conducting an economic contribution analysis. A contribution analysis calculates the economic effects of an economic entity, such as the City of Industry, compared to a benchmark where the production of the entity (in our case the City of Industry) would not exist — regardless of the fact that some production of that entity might be substituted by other cities. If it were possible to calculate the degree to which other cities would substitute for the City of Industry's production, the net effect could be calculated. This would be called the economic impact effect.

⁵ See <http://implan.com/> for a description of IMPLAN and the underlying mathematical model.

Los Angeles, Orange, San Bernardino, and Riverside.⁶ A Single Region Input Output (SRIO) contribution Analysis was performed for the San Gabriel Valley region.

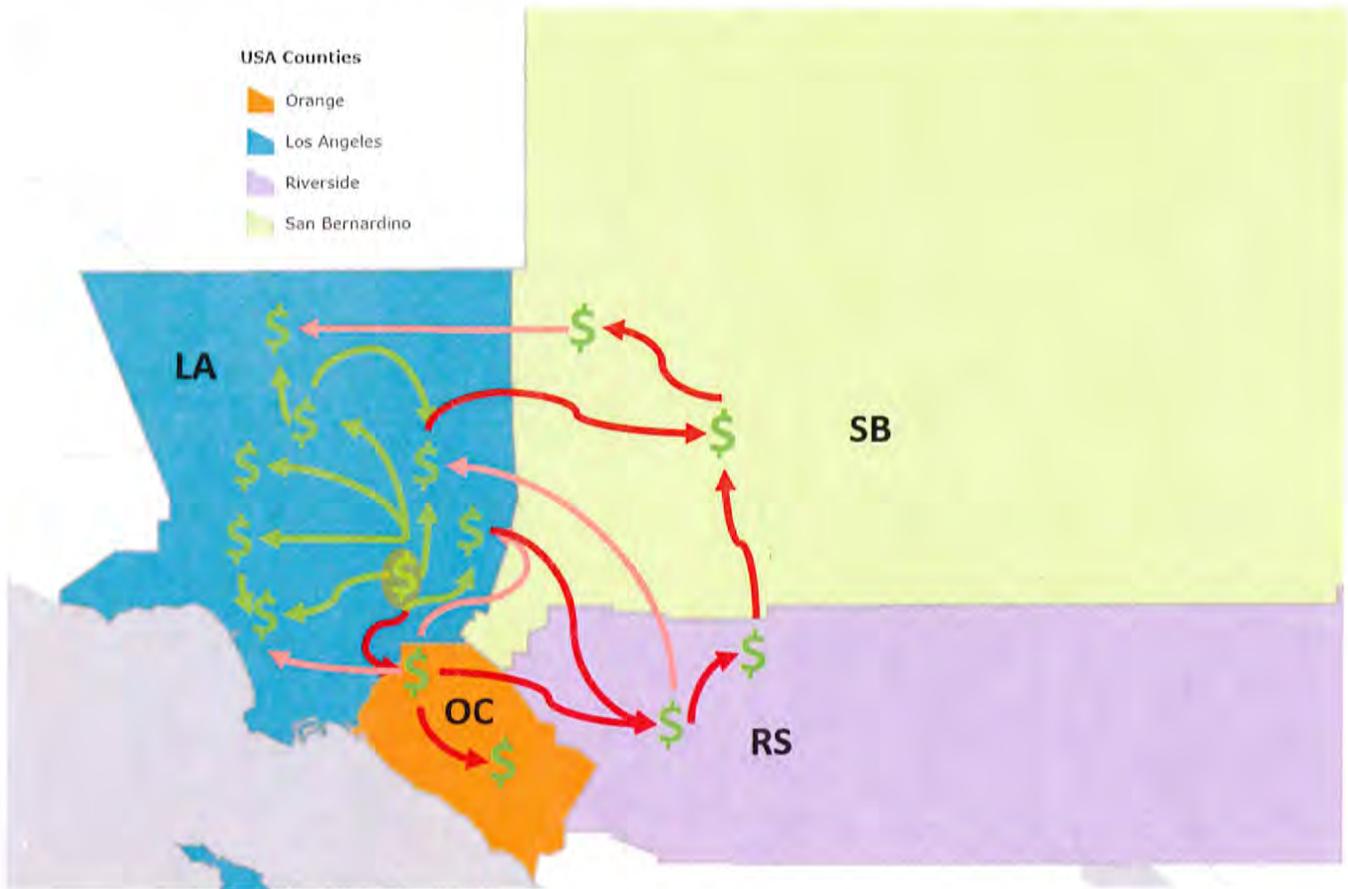


Figure 4.1 Four Counties Research Area

MRIO is an advanced product recently released by IMPLAN that considers leakages of the Indirect and Induced Effects, which would not be measured in a Single Region Analysis. This can be best shown using an example. Figure 4.1 shows a map for the “Four Counties” in this study: Los Angeles, Orange, Riverside, and San Bernardino. A single regional analysis for Los Angeles County would consider Indirect and Induced Effects from the City of Industry on Los Angeles County (see green arrows in Figure 4.1). However, those effects that fall outside of Los Angeles County and create demand in nearby counties would not be considered (see red arrows in Figure 4.1). More so, ripple effects from the three other counties that would have created additional demand in Los Angeles County would not have been considered either (see pink arrows in Figure 4.1). In contrast, a MRIO analysis for the counties of Los Angeles, Orange, Riverside, and San Bernardino does consider all of these effects on the four counties

⁶ Because the IMPLAN software requires for MRIO analysis that the initial production data (Direct Effect) are provided for the IMPLAN 536 Industries Sectors, the data from Table 4.1 were first disaggregated to the 6-digit NAICS code system using a weighting scheme for the disaggregation, which was based on data from the San Gabriel Valley Economic Partnership. Then the 6-digit NAICS codes were converted to the IMPLAN 536 Industries Sectors using a bridge table provided by IMPLAN.

and it also considers ripple effects that bounce back from these four counties into any of the other three counties.

A MRIO is performed in multiple stages. First, the Direct, Indirect, Induced, and Total Effect were calculated for Los Angeles County. Based on these effects, the impact from Los Angeles County on the counties of Orange, San Bernardino, and Riverside for the Indirect, Induced, and Total Effect were calculated. Then the first round of ripple effects from each of the four counties on each of the remaining three other counties were calculated; then the second round of ripple effects was calculated, and so on and so on. After several iterations, the remaining ripple effects were so small that they would only marginally impact the Indirect, Induced, and Total Effect for the counties. At this point the multistage procedure was stopped and the final result was calculated for each of the four counties.

The results of the MRIO analysis shows the economic impacts of the City of Industry in terms of Indirect, Induced, and Total Effect for output and production for the counties of Orange, San Bernardino, and Riverside. For Los Angeles County it shows, in addition, the Direct Effect (initial sales and production in the City of Industry). Note that since the City of Industry is located entirely in Los Angeles County, the Direct Effects in the other three counties are zero. Note further that all calculated economic impacts include interactions among the four counties. The results for these counties separately and also the cumulative results for the complete four-county region are reported below in Sections 4.3.1 through 4.3.5.

San Gabriel Valley could not be integrated into the Four County analysis because it shares area with Los Angeles County and MRIO analysis is only available on the county level. However, a Single Region Analysis was performed for the San Gabriel Valley area. Details and results are reported below in Section 4.3.6.

4.3.1 – Los Angeles County

The upper part of Table 4.2 shows the Direct, Indirect, Induced, and Total Effect in terms of employment, labor income, value added, and output (the value of all goods and services produced) for City of Industry on Los Angeles County.

The Total Effect is an estimate of the City of Industry's overall economic contribution to the Los Angeles area. Based on the underlying model, the Direct Effect is proportionally related to the Indirect, Induced, and Total Effects. The proportional factors for these relationships are called *multipliers* and are listed in the Appendix (see Table A.4.1 on page 58).

The lower part of Table 4.2 shows in the columns the tax impact for various types of taxes and various classifications of taxpayers. The IMPLAN model counts income tax as a tax paid exclusively by Households; therefore, income tax is not included as a tax impact under either Employee Compensation or Proprietor Income to avoid double-counting. These latter two categorizes only show Social Security Taxes. Sales taxes, excise taxes, taxes on imports are categorized as Tax on Production and Import. Taxes on dividends and corporate profits are categorized under Corporations. The rows of Table 4.2 categorize tax impacts by tax recipients (Federal and State/Local). Since tax on *Proprietor Income* only includes Social Security Tax *Proprietor Income* for *State/Loc.* Tax is reported as \$0.

Los Angeles County				
Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	67,116.00	\$11,127,734,824	\$19,965,071,619	\$32,219,891,323
Indirect Effect	72,925.90	\$4,909,046,219	\$7,833,425,308	\$13,029,728,649
Induced Effect	72,245.70	\$3,832,189,316	\$6,782,864,831	\$11,081,367,472
Total Effect	212,287.60	\$19,868,970,359	\$34,581,361,758	\$56,330,987,444

Tax Impact						
	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total
Federal Tax	\$1,993,127,748	\$126,130,988	\$804,403,390	\$1,635,611,713	\$683,027,497	\$5,242,301,336
State/Loc. Tax	\$49,859,401	\$0	\$4,776,370,964	\$722,460,366	\$119,469,971	\$5,668,160,702
Overall Tax	\$2,042,987,149	\$126,130,988	\$5,580,774,354	\$2,358,072,079	\$802,497,468	\$10,910,462,038

Table 4.2 Economic Contribution of City of Industry to Los Angeles County for 2017

Data Sources: Esri and IMPLAN

The companies in the City of Industry directly provide a total of 67,000 jobs, \$11 billion of labor income, and \$32 billion of sales (*Direct Effect*). In order to produce goods and services, companies in the City of Industry demand goods and services from other companies in the region. This demand, including its ripple effects, creates an additional total of 73,000 jobs, \$5 billion of labor income, and \$13 billion of output in the Los Angeles region (*Indirect Effect*). The income in the City of Industry and income from the production of intermediate goods create income for employees and proprietors. This income creates additional demand, which accounts — including ripple effects — for an additional 72,000 jobs, \$4 billion of labor income, and \$11 billion of output (*Induced Effect*). The total contribution (*Total Effect*) of the City of Industry to the Los Angeles County region is 212,000 jobs, \$20 billion of labor income, and \$56 billion of output. The total tax contribution of the City of Industry is \$11 billion which is almost evenly split between federal and state/local taxes.

4.3.2 – Orange County

The upper part of Table 4.3 shows the Direct, Indirect, Induced, and Total Effect in terms of employment, labor income, value added, and output (the value of all goods and services produced) for City of Industry on Orange County. The Total Effect is an estimate of the City of Industry’s overall economic contribution to the Orange County area. Since the City of Industry is not located in Orange County and therefore neither produces nor sells in Orange County, the Direct Effect is zero. The Indirect Effect initially results from demand from City of Industry/Los Angeles County in Orange County for intermediate goods. However, the data reported here also include ripple effects between counties. The same is true for the Induced Effect, except that it initially results from income generated in City of Industry/Los Angeles County.

The lower part of Table 4.3 shows in the columns the tax impact for various types of taxes and various classifications of taxpayers. The IMPLAN model counts income tax as a tax paid exclusively by Households; therefore, income tax is not included as a tax impact under

either Employee Compensation or Proprietor Income to avoid double-counting. These latter two categories only show Social Security Taxes. Sales taxes, excise taxes, taxes on imports are categorized as Tax on Production and Import. Taxes on dividends and corporate profits are categorized under Corporations. The rows of Table 4.3 categorize tax impacts by tax recipients (Federal and State/Local). Since tax on *Proprietor Income* only includes Social Security Tax *Proprietor Income* for *State/Loc. Tax* is reported as \$0.

Orange County				
Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	0	\$0	\$0	\$0
Indirect Effect	5,655.60	\$450,475,546	\$738,530,535	\$1,386,572,831
Induced Effect	3,934.80	\$248,813,161	\$431,254,058	\$738,337,349
Total Effect	9,590.40	\$699,288,707	\$1,169,784,593	\$2,124,910,180

Tax Impact						
	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total
Federal Tax	\$72,041,637	\$4,327,045	\$14,417,636	\$60,027,217	\$27,755,750	\$178,569,285
State/Loc. Tax	\$1,336,299	\$0	\$85,002,588	\$26,401,641	\$4,854,824	\$117,595,352
Overall Tax	\$73,377,936	\$4,327,045	\$99,420,224	\$86,428,858	\$32,610,574	\$296,164,637

Table 4.3 Economic Contribution of City of Industry on Orange County for 2017

Data Sources: Esri and IMPLAN

Production and income generated in the City of Industry create demand and jobs in Orange County through intermediate goods and consumption that affects Orange County. The demand through intermediate goods including ripple effects from the nearby three other counties (Indirect Effect) amounts to \$1.4 billion which creates about 6,000 jobs. Demand generated through the income/consumption process including ripple effects from the nearby counties (Induced Effect) amounts to \$740 million and creates about 4,000 jobs. Overall production and sales in the City of Industry (Total Effect) create almost 10,000 jobs, \$700 million labor income, and \$2.1 billion output in Orange County. Economic activity in the City of Industry generates a total of almost \$300 million of taxes in Orange County consisting of \$180 million in federal tax and \$120 million in state/local taxes.

4.3.4 – San Bernardino County

The upper part of Table 4.4 shows the Direct, Indirect, Induced, and Total Effect in terms of employment, labor income, value added, and output (the value of all goods and services produced) for City of Industry on San Bernardino County. The Total Effect is an estimate of the City of Industry’s overall economic contribution to the San Bernardino County area. Since the City of Industry is not located in San Bernardino County and therefore neither produces nor sells in San Bernardino County, the Direct Effect is zero. The Indirect Effect initially results from demand from City of Industry/Los Angeles County in San Bernardino County for intermediate goods. However, the data reported here also include ripple effects between counties. The same is true for the Induced Effect, except that it initially results from income generated in City of Industry/Los Angeles County.

The lower part of Table 4.4 shows in the columns the tax impact for various types of taxes and various classifications of taxpayers. The IMPLAN model counts income tax as a tax paid exclusively by Households; therefore, income tax is not included as a tax impact under either Employee Compensation or Proprietor Income to avoid double-counting. These latter two categorizes only show Social Security Taxes. Sales taxes, excise taxes, taxes on imports are categorized as Tax on Production and Import. Taxes on dividends and corporate profits are categorized under Corporations. The rows of Table 4.4 categorize tax impacts by tax recipients (Federal and State/Local). Since tax on *Proprietor Income* only includes Social Security Tax *Proprietor Income* for *State/Loc.* Tax is reported as \$0.

San Bernardino County				
Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	0	\$0	\$0	\$0
Indirect Effect	2,246.40	\$124,875,372	\$185,232,203	\$409,655,722
Induced Effect	1,011.50	\$46,469,423	\$78,735,779	\$151,865,715
Total Effect	3,257.90	\$171,344,795	\$263,967,982	\$561,521,437

Tax Impact						
	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total
Federal Tax	\$18,161,647	\$797,451	\$2,458,802	\$14,002,935	\$5,702,461	\$41,123,296
State/Loc. Tax	\$635,356	\$0	\$13,926,329	\$6,239,284	\$997,431	\$21,798,400
Overall Tax	\$18,797,003	\$797,451	\$16,385,131	\$20,242,219	\$6,699,892	\$62,921,696

Table 4.4 Economic Contribution of City of Industry on San Bernardino County for 2017

Data Sources: Esri and IMPLAN

Production and income generated in the City of Industry create demand and jobs in San Bernardino County through intermediate goods and consumption that affects San Bernardino County. The demand through intermediate goods including ripple effects from the nearby three other counties (Indirect Effect) amounts to \$410 billion which creates about 2,000 jobs. Demand generated through the income/consumption process including ripple effects from the nearby counties (Induced Effect) amounts to \$152 million and creates about 1,000 jobs. Overall production and sales in the City of Industry (Total Effect) create more than 3,000 jobs, \$170 million labor income, and \$560 million output in San Bernardino County. Economic activity in the City of Industry generates a total of almost \$63 million of taxes in San Bernardino County consisting of \$41 million in federal tax and \$22 million in state/local taxes.

4.3.5 – Riverside County

The upper part of Table 4.5 shows the Direct, Indirect, Induced, and Total Effect in terms of employment, labor income, value added, and output (the value of all goods and services produced) for City of Industry on Riverside County. The Total Effect is an estimate of the City of Industry’s overall economic contribution to the Riverside County area. Since the

City of Industry is not located in Riverside County and therefore neither produces nor sells in Riverside County, the Direct Effect is zero. The Indirect Effect initially results from demand from City of Industry/Los Angeles County in Riverside County for intermediate goods. However, the data reported here also include ripple effects between counties. The same is true for the Induced Effect, except that it initially results from income generated in City of Industry/Los Angeles County.

The lower part of Table 4.5 shows in the columns the tax impact for various types of taxes and various classifications of taxpayers. The IMPLAN model counts income tax as a tax paid exclusively by Households; therefore, income tax is not included as a tax impact under either Employee Compensation or Proprietor Income to avoid double-counting. These latter two categorizes only show Social Security Taxes. Sales taxes, excise taxes, taxes on imports are categorized as Tax on Production and Imports. Taxes on dividends and corporate profits are categorized under Corporations. The rows of Table 4.5 categorize tax impacts by tax recipients (Federal and State/Local). Since tax on *Proprietor Income* only includes Social Security Tax *Proprietor Income* for *State/Loc.* Tax is reported as \$0.

Riverside County				
Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	0	\$0	\$0	\$0
Indirect Effect	1,088.70	\$56,519,314	\$83,279,838	\$211,344,047
Induced Effect	567.60	\$24,772,839	\$41,444,180	\$86,970,148
Total Effect	1,656.30	\$81,292,153	\$124,724,018	\$298,314,195

Tax Impact						
	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total
Federal Tax	\$8,183,178	\$625,904	\$929,580	\$6,399,132	\$2,701,544	\$18,839,338
State/Loc. Tax	\$324,653	\$0	\$6,384,470	\$2,843,619	\$472,533	\$10,025,275
Overall Tax	\$8,507,831	\$625,904	\$7,314,050	\$9,242,751	\$3,174,077	\$28,864,613

Table 4.5 Economic Contribution of City of Industry on Riverside County for 2017
Data Sources: Esri and IMPLAN

Production and income generated in the City of Industry create demand and jobs in Riverside County through intermediate goods and consumption that affects Riverside County. The demand through intermediate goods including ripple effects from the nearby three other counties (Indirect Effect) amounts to \$211 million which creates about 1,000 jobs. Demand generated through the income/consumption process including ripple effects from the nearby counties (Induced Effect) amounts to \$87 million and creates about 600 jobs. Overall production and sales in the City of Industry (Total Effect) create almost 2,000 jobs, \$82 million labor income, and \$300 million output in Riverside County. Economic activity in the City of Industry generates a total of almost \$30 million of taxes in Riverside County consisting of \$19 million in federal tax and \$10 million in state/local taxes.

4.3.6 - Four County Area

When comparing the economic contribution of the City of Industry among the four counties, Los Angeles County receives the largest economic contribution from the City of Industry (Total Effect for Output amounts to almost \$56 billion). This is because the City of Industry resides entirely within Los Angeles County and therefore the Direct Effects of sales and employment entirely impact Los Angeles County and none of the other counties. Furthermore, much of the demand generated by the Indirect and Induced Effects stays in the Los Angeles County area.

The second largest economic contribution from the City of Industry is received by Orange County (Total Effect Output amounts to almost \$2.1 billion). Two reasons can explain this: First, much of the demand generated by the Indirect and Induced Effects that falls outside of the Los Angeles area creates demand in Orange County which is close to the City of Industry and thus reflects the close ties of the City of Industry to Orange County. Second, because of Orange County's economic size, much of the demand and income created in Orange County stays within the area of Orange County.

Although the City of Industry's economic contributions to San Bernardino and Riverside Counties are smaller than the one affecting Orange County (Total Effects for Output amount to \$560 million and \$300 million, respectively), these economic contributions are still sizable and create 3,000 and 1,600 jobs as well as \$63 million and \$62 million in tax revenue in the counties of San Bernardino and Riverside, respectively.

All Counties (Los Angeles, Orange, Riverside, San Bernardino)				
Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	67,116	\$11,127,734,824	\$19,965,071,619	\$32,219,891,323
Indirect Effect	81,917	\$5,540,916,451	\$8,840,467,884	\$15,037,301,249
Induced Effect	77,760	\$4,152,244,739	\$7,334,298,848	\$12,058,540,684
Total Effect	226,793	\$20,820,896,014	\$36,139,838,351	\$59,315,733,256

Tax Impact						
	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations	Total
Federal Tax	\$2,091,514,210	\$131,881,388	\$822,209,408	\$1,716,040,997	\$719,187,252	\$5,480,833,255
State/Loc. Tax	\$52,155,709	\$0	\$4,881,684,351	\$757,944,910	\$125,794,759	\$5,817,579,729
Overall Tax	\$2,143,669,919	\$131,881,388	\$5,703,893,759	\$2,473,985,907	\$844,982,011	\$11,298,412,984

Table 4.6 Cumulative Economic Impact of City of Industry on the Four County Area for 2017
Data Sources: Esri and IMPLAN

Table 4.6 shows the cumulative economic impact that the City of Industry has on all four counties by adding up the results from Tables 4.2 – 4.5. The cumulative results for the Direct, Indirect, Induced, and Total Effect in terms of employment, labor income, value added, and output (the value of all goods and services produced) are reported in the upper part of Table 4.6. The City of Industry contributions directly and indirectly almost 230,000 jobs, \$21 billion

in labor income, and \$60 billion in output to the four-county area. The lower part of Table 4.6 shows that the City of Industry also contributes directly and indirectly \$11 billion in tax revenue to the area, of which about \$6 billion dollars are collected by state and local agencies.

The lower part of Table 4.6 shows in the columns the tax impact for various types of taxes and various classifications of taxpayers. The IMPLAN model counts income tax as a tax paid exclusively by Households; therefore, income tax is not included as a tax impact under either Employee Compensation or Proprietor Income to avoid double-counting. These latter two categorizes only show Social Security Taxes. Sales taxes, excise taxes, taxes on imports are categorized as Tax on Production and Import. Taxes on dividends and corporate profits are categorized under Corporations. The rows of Table 4.6 categorize tax impacts by tax recipients (Federal and State/Local). Since tax on *Proprietor Income* only includes Social Security Tax *Proprietor Income for State/Loc. Tax* is reported as \$0.

4.3.6 – San Gabriel Valley

The San Gabriel Valley area could not be included in the Multi Region Input-Output (MRIO) analysis for the counties of Los Angeles, Orange, Riverside, and San Bernardino, because it resides inside Los Angeles County, which would result in double counting. In addition, MRIO analysis can only be performed for counties and states. Therefore, a Single Area Input-Output (SAIO) analysis for the San Gabriel Valley area was performed. In order to estimate the economic contributions of the City of Industry for the San Gabriel Valley area the IMPLAN model requires, among other data, trade flows between the San Gabriel Valley area and its surroundings. Unfortunately, trade flow data are available from the U.S. Bureau of Economic Analysis (BEA) for counties but not for smaller areas such as the San Gabriel Valley. However, the IMPLAN model can estimate trade flows for areas smaller than counties by combining ZIP Code areas that make up the desired region. The area that is used here to represent the San Gabriel Valley was intentionally defined by the Los Angeles Times research group to align well with ZIP Codes (see Figure 4.2). Unfortunately, since the underlying trade flows are based on econometric procedures rather than BEA estimates, the results are less reliable and must be interpreted with care.⁷

⁷ In order to reflect the lower reliability of this methodology, IMPLAN calls scenarios based on ZIP Codes “Mock-Up” scenarios.

The lower part of Table 4.7 shows in the columns the tax impact for various types of taxes and various classifications of taxpayers. The IMPLAN model counts income tax as a tax paid exclusively by Households; therefore, income tax is not included as a tax impact under either Employee Compensation or Proprietor Income to avoid double-counting. These latter two categorizes only show Social Security Taxes. Sales taxes, excise taxes, taxes on imports are categorized as Tax on Production and Import. Taxes on dividends and corporate profits are categorized under Corporations. The rows of Table 4.7 categorize tax impacts by tax recipients (Federal and State/Local). Since tax on *Proprietor Income* only includes Social Security Tax *Proprietor Income* for *State/Loc. Tax* is reported as \$0.

The results for the San Gabriel Valley area are similar or larger than the ones estimated for Los Angeles County or the three-county area although one might expect that the smaller area of San Gabriel Valley would also lead to smaller estimated contributions from the City of Industry. Two reasons are responsible for these results:

1. production in San Gabriel Valley could be overestimated due to the less reliable econometric estimates of trade flows, and/or
2. most of the demand caused by income or by intermediate goods from the City of Industry which does not impact the San Gabriel Valley also does not impact Los Angeles County.

The induced effect can be used as an example to explain this. The induced effect builds on the fact that income received by employees and employers generates further demand, which generates more income, which generates more demand and so on. Since most employees and employers likely live close to the area of the direct effect (here the City of Industry), the effect will wear off fast when distance gets bigger. Thus, an area close to the direct effect area such as San Gabriel Valley might have a very similar effect than a much greater area such as the combined county region. The fact that the induced effect is even bigger for San Gabriel Valley than the one for the combined are can be explained by the above-mentioned overestimation in the San Gabriel Valley due to less reliable estimation of trade flows.

4.7 Summary

- The City of Industry contributes almost 230,000 jobs and more than \$60 billion of output to the Los Angeles, Orange, San Bernardino, and Riverside County area.
- To the Los Angeles County area alone the City of Industry contributes more than 200,000 jobs and more than \$50 billion of output.
- The City of Industry's economic contribution to the San Gabriel Valley is estimated to be similar to that of Los Angeles County.

Section 5 – Summary and Conclusions

5.1 – Summary

The City of Industry has 2,561 parcels. Some are for public use, residential use or belong to neighboring jurisdictions. The net number of parcels dedicated to for-profit and/or organizational firms is 1,407. These parcels house 3,000 businesses that generate \$31 billion in sales revenue and employ 67,000 people. This report analyzed the role the City of Industry's economic structure has on: San Gabriel Valley and the counties of Los Angeles, Orange, San Bernardino and Riverside.

The Context

Economic activity is interrelated and inter-jurisdictional. Firms located in the City of Industry require intermediate goods and services from surrounding communities and generate demand and employment in surrounding communities. Economists call this interaction of sales and employment in one area triggering economic demand and productivity in another, the “multiplier effect”. The City of Industry is a unique economic engine within San Gabriel Valley and Los Angeles County; however, its influence reaches outward to the counties of Orange, Riverside and San Bernardino.

The contribution of the City of Industry to Los Angeles County is 209,000 jobs, \$19 billion in labor income and \$52 billion in output. The City of Industry's contribution to the San Gabriel Valley is similar in terms of jobs, output and labor income.

Geographically the City of Industry is at the eastern end of Los Angeles County and is near the counties of Orange, Riverside and San Bernardino. The City of Industry's economic strength is primarily in the commercial segments (defined by NAICS) of wholesale, retail, and manufacturing. The lion's share of employment activity in the City of Industry is generated collectively by retail (22%), manufacturing (21%) and wholesale (16%) firms, but the greatest contribution to sales is generated by the wholesale sector (63%) alone. Wholesale, retail and manufacturing activities also comprise 44% of the firms in the City of Industry.

This study period is from 2002 to 2016/17. In the middle of the study period (2008-10) was the Great Recession brought on by a crisis in the banking industry. Economic growth, employment and sales declined for the City of Industry, San Gabriel Valley, and Los Angeles County. From 2012 to 2016, all three jurisdictions were recovering; however, there were differences among the jurisdictions. The loss of jobs in the City of Industry was accompanied by a decline in wages; but this was not the case for Los Angeles County, which saw a loss in employment but not negative average losses in wages. Also, during the early part of the recovery from the Great Recession, the City of Industry's sales lagged behind those of Los Angeles County but by 2016 had nearly fully recovered. This suggests that economic health and decline have similarities among jurisdictions but each jurisdiction's experience is unique during periods of both economic growth and decline.

Structural Similarities and Differences

The proportional similarities and differences between the City of Industry and its surrounding communities are summarized below, by NAICS sector.

- There are striking differences between the City of Industry and the **San Gabriel Valley** in manufacturing, wholesale and the health care industries. The City of Industry has 12% more manufacturing employees and 9% more wholesale employees but 8% fewer health care service employees.
- **Los Angeles County** and the City of Industry have similar areas of economic strength: wholesale, retail and manufacturing. However, the City of Industry's sales are stronger in the wholesale and manufacturing than that of Los Angeles County; but retail sales are stronger in the county than in the City of Industry. Employment is stronger in the City of Industry than in Los Angeles County in all three sectors: wholesale, manufacturing and retail. Los Angeles County sales and employment exceed that of the City of Industry in sectors of health care, professional services and education.
- Major sales revenue is derived from wholesale, retail, manufacturing, finance and professional services in **Orange County**. Retail and manufacturing sectors are the largest employers in the County.
- **San Bernardino County's** major sales sectors are wholesale and manufacturing while its major employment sectors are in manufacturing, wholesale and retail.
- **Riverside County's** major sectors in order of sales is wholesale, retail and manufacturing. The major employment sectors are retail, hotel/restaurant services, health care and education.

Economic Impact

Economic activity generates production, sales, employment, wage income, and proprietor income. This is the *direct effect* found, in this study, in the City of Industry. In addition to the direct effect, there are consequences to the production of goods and services that flow into surrounding areas. These effects are the indirect effect and induced effect.

The *indirect effect* is the demand created by businesses inside the City of Industry for intermediate goods and services needed by firms in the City of Industry to be productive. The *induced effect* is the general demand for goods and services that arise from wage and proprietor income. The direct effect + the indirect effect + the induced effect = total effect of production of one area on the economic activity of another.

		LA	OC	RC	SB	TOTAL
DIRECT*	Employment	67,116	0*	0*	0*	67,116
	Labor Income	\$11.128B	\$0*	\$0*	\$0*	\$11.128B
	Output	\$32.220B	\$0*	\$0*	\$0*	\$32.220B
INDIRECT	Employment	72,926	5,656	1,089	2,246	81,917
	Labor Income	\$4.909B	\$0.450B	\$0.057B	\$0.125B	\$5.541B
	Output	\$13.030B	\$1.387B	\$0.211B	\$0.410B	\$15.037B
INDUCED	Employment	72,246	3,935	568	1,012	77,760
	Labor Income	\$3.832B	\$0.249B	\$0.02B5	\$0.046B	\$4.152B
	Output	\$11.081B	\$0.738B	\$0.087B	\$0.152B	\$12.059B
TOTAL	Employment	212,288	9,590	1,656	3,258	226,792
	Labor Income	\$19.869B	\$0.699B	\$0.082B	\$0.171B	\$20.821B
	Output	\$56.331B	\$2.125B	\$0.298B	\$0.562B	\$59.316B

Table 5.1 Impact of City of Industry on the Four Counties

* There are no direct effects outside of Los Angeles County because City of Industry is not a jurisdiction within any of the other three counties.

Note 1: All dollar figures are in billions; employment figures are not scaled.

Note 2: Errors in totals are due to rounding of the original figures.

The economic impact on the San Gabriel Valley is smaller and similar to the results identified above for Los Angeles County. San Gabriel Valley is not included in Table 5.1 because it cannot be analyzed within a Multi-Region Input Output Analysis.

	LA	OC	RC	SB	TOTAL
Federal	\$5.242B	\$0.179B	\$0.019B	\$0.041B	\$5.481B
State/Local	\$5.668B	\$0.118B	\$0.010B	\$0.022B	\$5.818B
Total	\$10.910B	\$0.297B	\$0.029B	\$0.063B	\$11.299B

Table 5.2 Tax implications of the City of Industry on the Four Counties
All figures are in billions of dollars.

The economic impact of the City of Industry generates tax revenues in the four counties, about equally divided between federal and state/local taxes.

5.2 – Conclusions

What is the City of Industry's economic influence on its surrounding communities? This is the basic research question addressed by this report. Based on the analysis of the data from 2002 through 2016/17, we conclude the following.

- The City of Industry's greatest impact is on Los Angeles County. The impact on jobs in Los Angeles County is 212,000, which is 14.5 times greater than the sum of all jobs created by the City of Industry in the counties of Orange, Riverside, and San Bernardino combined.
- The City of Industry's economic activity generates \$56 billion of output in indirect and induced effects in Los Angeles County. The total of induced and indirect sales effects for Orange, Riverside, and San Bernardino Counties is \$3 billion. The generated output for Los Angeles County alone is 18.65 times greater than for the surrounding counties of Orange, Riverside, and San Bernardino.
- Indirect and induced wage income generated by the City of Industry for Los Angeles County is \$20 billion. This is 20 times larger than wage income generated among the three neighboring counties.
- The City of Industry's impact (indirect and induced effects) on counties outside Los Angeles varies widely. The largest influence is on Orange County followed by San Bernardino and Riverside.
- At its core, economic activity is inter-related and inter-jurisdictional. This phenomenon is in evidence by the way the City of Industry, San Gabriel Valley and Los Angeles County experienced and recovered from the Great Recession. It is evident by the similarities and differences in indirect and induced effects of the City of Industry's economic activity on its neighboring counties.

In sum, the City of Industry's 3,000 firms and 67,000 employees generate \$11 billion in income and \$32 billion in production and sales revenue. This economic activity multiplies into the counties of Los Angeles, Orange, Riverside, and San Bernardino. The cumulative effect of the City of Industry on all four counties is 226,000 jobs, \$21 billion in labor income, and \$59 billion in output. This economic activity generates \$11 billion in tax revenue. This effect is made possible by the reciprocal nature of economic activity and mutual reliance economic areas have on one another.

APPENDICES

A.1 City of Industry: Population and Housing Characteristics

Subject	Number	Percent
SEX AND AGE		
Total population	219	100.0
Median age (years)	37.5	(X)
16 years and over	171	78.1
18 years and over	160	73.1
21 years and over	147	67.1
62 years and over	28	12.8
65 years and over	22	10.0
Male population	114	52.1
Female population	105	47.9
RACE		
Total population	219	100.0
One Race	211	96.3
White	129	58.9
Black or African American	1	0.5
American Indian and Alaska Native	0	0.0
Asian	18	8.2
Asian Indian	0	0.0
Chinese	17	7.8
Filipino	1	0.5
Japanese	0	0.0
Korean	0	0.0
Vietnamese	0	0.0
Other Asian [1]	0	0.0
Native Hawaiian and Other Pacific	0	0.0
Native Hawaiian	0	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	63	28.8
Two or More Races	8	3.7
HISPANIC OR LATINO		
Total population	219	100.0
Hispanic or Latino (of any race)	115	52.5
Mexican	99	45.2
Puerto Rican	0	0.0
Cuban	0	0.0
Other Hispanic or Latino [5]	16	7.3
Not Hispanic or Latino	104	47.5
HISPANIC OR LATINO AND RACE		
Total population	219	100.0
Hispanic or Latino	115	52.5
White alone	46	21.0
Black or African American alone	0	0.0
American Indian and Alaska Native	0	0.0
Asian alone	0	0.0
Native Hawaiian and Other Pacific	0	0.0
Some Other Race alone	63	28.8
Two or More Races	6	2.7
Not Hispanic or Latino	104	47.5
White alone	83	37.9
Black or African American alone	1	0.5
American Indian and Alaska Native	0	0.0
Asian alone	18	8.2
Native Hawaiian and Other Pacific	0	0.0
Some Other Race alone	0	0.0
Two or More Races	2	0.9

Subject	Number	Percent
RELATIONSHIP		
Total population	219	100.0
In households	214	97.7
Householder	69	31.5
Spouse [6]	37	16.9
Child	81	37.0
Own child under 18 years	52	23.7
Other relatives	19	8.7
Under 18 years	6	2.7
65 years and over	5	2.3
Nonrelatives	8	3.7
Under 18 years	0	0.0
65 years and over	1	0.5
Unmarried partner	5	2.3
In group quarters	5	2.3
Institutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
Noninstitutionalized	5	2.3
Male	4	1.8
Female	1	0.5
HOUSEHOLDS BY TYPE		
Total households	69	100.0
Family households (families)	53	76.8
With own children under 18	27	39.1
Husband-wife family	37	53.6
With own children under 18	23	33.3
Male householder, no wife	9	13.0
With own children under 18	3	4.3
Female householder, no	7	10.1
With own children under 18	1	1.4
Nonfamily households [7]	16	23.2
Householder living alone	12	17.4
Male	5	7.2
65 years and over	2	2.9
Female	7	10.1
65 years and over	4	5.8
Households with individuals	32	46.4
Households with individuals	16	23.2
Average household size	3.10	(X)
Average family size [7]	3.58	(X)
HOUSING OCCUPANCY		
Total housing units	73	100.0
Occupied housing units	69	94.5
Vacant housing units	4	5.5
For rent	3	4.1
Rented, not occupied	0	0.0
For sale only	0	0.0
Sold, not occupied	0	0.0
For seasonal, recreational,	0	0.0
All other vacants	1	1.4
Homeowner vacancy rate	0.0	(X)
Rental vacancy rate (percent)	6.0	(X)
HOUSING TENURE		
Occupied housing units	69	100.0
Owner-occupied housing	22	31.9
Population in owner-	66	(X)
Average household size of	3.00	(X)
Renter-occupied housing	47	68.1
Population in renter-	148	(X)
Average household size of	3.15	(X)

Table A.1.1 - City of Industry's Population and Housing Characteristics

Data Source: Census 2010

A.2 Esri LifeModes Details

The figure below shows a description of the dominant LifeMode (7 - *Ethnic Enclaves*) and the dominant Segment (7B - *Urban Villages*) in the City of Industry. A complete list of LifeModes as defined by Esri can be found on the following pages. A complete list of *Tapestry* segments can be found at <http://goo.gl/zD8n6D>.

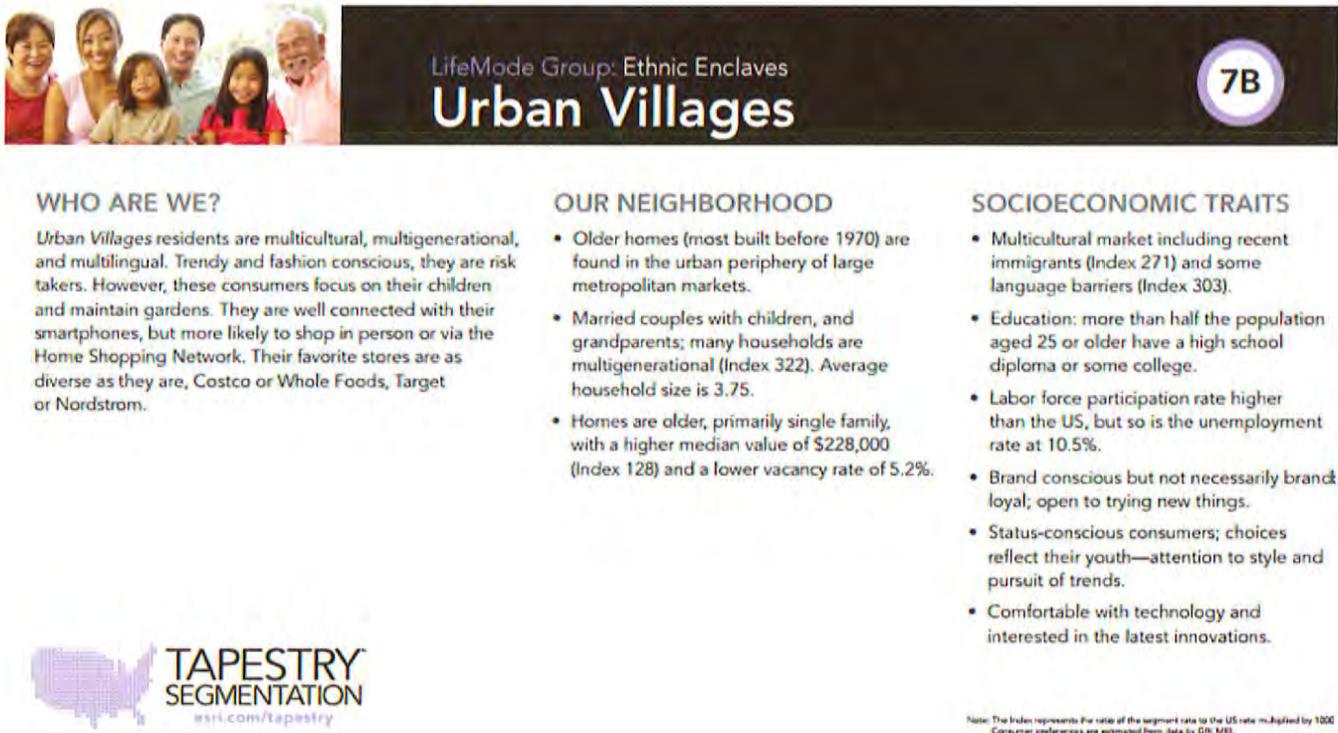


Figure A.2.1 - Dominant Tapestry Segment in City of Industry

Data Source: Esri

LifeMode 1 Affluent Estates

- Established wealth—educated, well-traveled married couples
- Accustomed to "more": less than 10% of all households, with 20% of household income
- Homeowners (almost 90%), with mortgages (70%)
- Married couple families with children ranging from grade school to college
- Expect quality; invest in time-saving services
- Participate actively in their communities
- Active in sports and enthusiastic travelers

LifeMode 2 Upscale Avenues

- Prosperous married couples living in older suburban enclaves
- Ambitious and hard-working
- Homeowners (70%) prefer denser, more urban settings with older homes and a large share of townhomes
- A more diverse population, primarily married couples, many with older children
- Financially responsible, but still indulge in casino gambling and lotto tickets
- Serious shoppers, from Nordstrom's to Marshalls or DSW, that appreciate quality, and bargains
- Active in fitness pursuits like bicycling, jogging and aerobics
- Also the top market for premium movie channels like HBO and Starz

LifeMode 3 Uptown Individuals

- Young, successful singles in the city
- Intelligent (best educated market), hard-working (highest rate of labor force participation) and averse to traditional commitments of marriage and home ownership
- Urban denizens, partial to city life, high-rise apartments and uptown neighborhoods
- Prefer debit cards to credit cards, while paying down student loans
- Green and generous to environmental, cultural and political organizations
- Internet dependent, from social connections to shopping for groceries (although partial to showrooming)
- Adventurous and open to new experiences and places

LifeMode 4 Family Landscapes

- Successful young families in their first homes
- Non-diverse, prosperous married-couple families, residing in suburban or semirural areas with a low vacancy rate (second lowest)
- Homeowners (80%) with mortgages (second highest %), living in newer single-family homes, with median home value slightly higher than the U.S.
- Two workers in the family, contributing to the second highest labor force participation rate, as well as low unemployment
- Do-it-yourselfers, who work on home improvement projects, as well as their lawns and gardens

- Sports enthusiasts, typically owning newer sedans or SUVs, dogs, and savings accounts/plans, comfortable with the latest technology
- Eat out frequently at fast food or family restaurants to accommodate their busy lifestyle
- Especially enjoy bowling, swimming, playing golf, playing video games, watching movies rented via Redbox, and taking trips to a zoo or theme park

LifeMode 5 GenXurban

- Gen X in middle age; families with fewer kids and a mortgage
- Second largest Tapestry group, comprised of Gen X married couples, and a growing population of retirees
- About a fifth of residents are 65 or older; about a fourth of households have retirement income
- Own older single-family homes in urban areas, with 1 or 2 vehicles
- Live and work in the same county, creating shorter commute times
- Invest wisely, well-insured, comfortable banking online or in person
- News junkies (read a daily newspaper, watch news on TV, and go online for news)
- Enjoy reading, photo album/scrapbooking, playing board games and cards, doing crossword puzzles, going to museums and rock concerts, dining out, and walking for exercise

LifeMode 6 Cozy Country Living

- Empty nesters in bucolic settings
- Largest Tapestry group, almost half of households located in the Midwest
- Homeowners with pets, residing in single-family dwellings in rural areas; almost 30% have 3 or more vehicles and, therefore, auto loans
- Politically conservative and believe in the importance of buying American
- Own domestic trucks, motorcycles, and ATVs/UTVs
- Prefer to eat at home, shop at discount retail stores (especially Walmart), bank in person, and spend little time online
- Own every tool and piece of equipment imaginable to maintain their homes, vehicles, vegetable gardens, and lawns
- Listen to country music, watch auto racing on TV, and play the lottery; enjoy outdoor activities, such as fishing, hunting, camping, boating, and even bird watching

LifeMode 7 Ethnic Enclaves

- Established diversity—young, Hispanic homeowners with families
- Multilingual and multigenerational households feature children that represent second-, third- or fourth-generation Hispanic families
- Neighborhoods feature single-family, owner-occupied homes built at city's edge, primarily built after 1980
- Hard-working and optimistic, most residents aged 25 years or older have a high school diploma or some college education

- Shopping and leisure also focus on their children—baby and children's products from shoes to toys and games and trips to theme parks, water parks or the zoo
- Residents favor Hispanic programs on radio or television; children enjoy playing video games on personal computers, handheld or console devices
- Many households have dogs for domestic pets

LifeMode 8 Middle Ground

- Lifestyles of thirtysomethings
- Millennials in the middle: single/married, renters/homeowners, middle class/working class
- Urban market mix of single-family, townhome, and multi-unit dwellings
- Majority of residents attended college or attained a college degree
- Householders have ditched their landlines for cell phones, which they use to listen to music (generally contemporary hits), read the news, and get the latest sports updates of their favorite teams
- Online all the time: use the Internet for entertainment (downloading music, watching YouTube, finding dates), social media (Facebook, Twitter, LinkedIn), shopping and news
- Leisure includes night life (clubbing, movies), going to the beach, some travel and hiking

LifeMode 9 Senior Styles

- Senior lifestyles reveal the effects of saving for retirement
- Households are commonly married empty nesters or singles living alone; homes are single-family (including seasonal getaways), retirement communities, or high-rise apartments
- More affluent seniors travel and relocate to warmer climates; less affluent, settled seniors are still working toward retirement
- Cell phones are popular, but so are landlines
- Many still prefer print to digital media: Avid readers of newspapers, to stay current
- Subscribe to cable television to watch channels like Fox News, CNN, and The Weather Channel
- Residents prefer vitamins to increase their mileage and a regular exercise regimen

LifeMode 10 Rustic Outposts

- Country life with older families in older homes
- Rustic Outposts depend on manufacturing, retail and healthcare, with pockets of mining and agricultural jobs
- Low labor force participation in skilled and service occupations
- Own affordable, older single-family or mobile homes; vehicle ownership, a must
- Residents live within their means, shop at discount stores and maintain their own vehicles (purchased used) and homes

- Outdoor enthusiasts, who grow their own vegetables, love their pets and enjoy hunting and fishing
- Technology is cost prohibitive and complicated. Pay bills in person, use the yellow pages, read the newspaper and mail-order books

LifeMode 11 Midtown Singles

- Millennials on the move—single, diverse, urban
- Millennials seeking affordable rents in apartment buildings
- Work in service and unskilled positions, usually close to home or public transportation
- Single parents depend on their paycheck to buy supplies for their very young children
- Midtown Singles embrace the Internet, for social networking and downloading content
- From music and movies to soaps and sports, radio and television fill their lives
- Brand savvy shoppers select budget friendly stores

LifeMode 12 Hometown

- Growing up and staying close to home; single householders
- Close knit urban communities of young singles (many with children)
- Owners of old, single-family houses, or renters in small multi-unit buildings
- Religion is the cornerstone of many of these communities
- Visit discount stores and clip coupons, frequently play the lottery at convenience stores
- Canned, packaged and frozen foods help to make ends meet
- Purchase used vehicles to get them to and from nearby jobs

LifeMode 13 Next Wave

- Urban denizens, young, diverse, hard-working families
- Extremely diverse with a Hispanic majority, the highest among LifeMode groups
- A large share are foreign born and speak only their native language
- Young, or multigenerational, families with children are typical
- Most are renters in older multi-unit structures, built in the 1960s or earlier
- Hard-working with long commutes to jobs, often utilizing public transit to commute to work
- Spending reflects the youth of these consumers, focus on children (top market for children's apparel) and personal appearance
- Also a top market for movie goers (second only to college students) and fast food
- Partial to soccer and basketball

LifeMode 14 Scholars and Patriots

- College and military populations that share many traits due to the transitional nature of this LifeMode Group
- Highly mobile, recently moved to attend school or serve in military

- The youngest market group, with a majority in the 15 to 24-year-old range
- Renters with roommates in nonfamily households
- For many, no vehicle is necessary as they live close to campus, military base or jobs
- Fast-growing group with most living in apartments built after 2000
- Part-time jobs help to supplement active lifestyles
- Millennials are tethered to their phones and electronic devices, typically spending over 5 hours online every day tweeting, blogging, and consuming media
- Purchases aimed at fitness, fashion, technology and the necessities of moving
- Highly social, free time is spent enjoying music and drinks with friends
- Try to eat healthy, but often succumb to fast food

A.3 Business Data by NAIS Sector

The following tables are the raw business data for each study area by NAICS sector.

	City of Industry		
	Number of Businesses	Sales in \$1Millions	Number of Employees
Total (NAICS)	3,192	\$31,560	67,479
Industry			
Agriculture/Forestry/Fishing/Hunting	5	\$38	168
Mining	4	\$20	17
Utilities	3	\$23	33
Construction	108	\$472	1,490
Manufacturing	308	\$3,729	13,944
Wholesale Trade	458	\$19,884	10,604
Retail Trade	636	\$3,368	14,974
Transportation/Warehouse	165	\$458	3,825
Information	49	\$259	776
Finance & Insurance	207	\$1,189	2,556
Real Estate/Rent/Leasing	105	\$326	1,218
Professional/Scientific/Tech Services	239	\$481	2,294
Management of Comp/Enterprises	6	\$64	112
Admin/Support/Waste Management	112	\$267	1,391
Educational Services	35	\$3	1,356
HealthCare/Social Assist	117	\$559	3,021
Arts/Entertainment/Rec	35	\$60	1,366
Accommodation/Food Services	184	\$228	3,605
Other Services excluding Public Admin	210	\$132	2,349
Public Administration	51	\$0	2,024
Unclassified Establishments	155	\$0	356

Table A.3.1 City of Industry Business Data

Source: *Environmental Systems Research Institute (Esri) 2017*

	San Gabriel Valley		
	Number of Businesses	Sales in \$1Millions	Number of Employees
Total (NAICS)	49,979	\$162,822	562,890
Industry			
Agriculture/Forestry/Fishing/Hunting	49	\$70	375
Mining	25	\$166	177
Utilities	69	\$757	1,435
Construction	3,243	\$6,975	24,777
Manufacturing	2,522	\$13,320	48,035
Wholesale Trade	3,286	\$74,597	37,730
Retail Trade	7,877	\$23,954	83,817
Transportation/Warehouse	1,027	\$1,422	12,671
Information	829	\$2,923	9,102
Finance & Insurance	3,836	\$9,442	20,946
Real Estate/Rent/Leasing	2,380	\$4,529	17,577
Professional/Scientific/Tech Services	4,185	\$5,343	36,395
Management of Companies/Enterprises	46	\$286	3,949
Admin/Support/Waste Management	2,045	\$2,244	15,406
Educational Services	1,398	\$70	43,355
HealthCare/Social Assist	3,885	\$10,572	72,534
Arts/Entertainment/Rec	640	1,130	11,301
Accommodation/Food Services	3,629	2,733	44,272
Other Services excluding Public Administration	6,209	2,290	33,563
Public Administration	677	0	44,059
Unclassified Establishments	2,122	0	1,414

Table A.3.2 San Gabriel Valley Business Data

Source: Environmental Systems Research Institute (Esri) 2017

	Los Angeles County		
	Number of Businesses	Sales in \$1Millions	Number of Employees
Total (NAICS)	404,998	\$1,177,321	4,449,238
Industry			
Agriculture/Forestry/Fishing/Hunting	413	\$541	3,544
Mining	204	\$3,140	3,885
Utilities	328	\$3,142	8,174
Construction	24,988	\$51,336	177,784
Manufacturing	17,491	\$109,893	345,118
Wholesale Trade	20,506	\$454,418	242,200
Retail Trade	63,860	\$178,876	614,509
Transportation/Warehouse	8,831	\$15,010	116,883
Information	11,152	\$47,999	168,577
Finance & Insurance	27,175	\$72,067	188,231
Real Estate/Rent/Leasing	21,697	\$41,949	152,874
Professional/Scientific/Tech Services	43,359	\$56,027	377,132
Management of Companies/Enterprises	350	\$1,466	8,171
Admin/Support/Waste Management	16,678	\$18,918	144,137
Educational Services	10,028	\$838	381,003
HealthCare/Social Assist	30,461	\$64,580	498,413
Arts/Entertainment/Rec	7,907	\$14,728	128,044
Accommodation/Food Services	27,855	\$24,862	377,815
Other Services excluding Public Administration	48,273	\$17,530	278,576
Public Administration	4,363	\$0	220,873
Unclassified Establishments	19,079	\$0	13,295

Table A.3.3 Los Angeles County Business Data

Source: *Environmental Systems Research Institute (Esri) 2017*

	Orange County		
	Number of Businesses	Sales in \$1,000	Number of Employees
Total (NAICS)	135,374	\$324,915,069	1,605,786
Industry			
Agriculture/Forestry/Fishing/Hunting	162	\$98,474	797
Mining	75	\$583,543	1,281
Utilities	105	\$1,425,834	3,033
Construction	9,999	\$17,177,502	79,000
Manufacturing	6,693	\$43,520,046	182,408
Wholesale Trade	5,447	\$79,657,911	68,822
Retail Trade	18,777	\$55,625,745	202,787
Transportation/Warehouse	1,777	\$2,507,281	22,344
Information	3,296	\$14,258,920	45,659
Finance & Insurance	8,628	\$27,768,561	80,178
Real Estate/Rent/Leasing	8,027	\$10,733,264	64,448
Professional/Scientific/Tech Services	17,409	\$22,483,906	151,003
Management of Companies/Enterprises	140	\$388,723	1,097
Admin/Support/Waste Management	5,767	\$6,558,738	65,966
Educational Services	3,293	\$390,935	100,572
HealthCare/Social Assist	10,995	\$15,068,951	150,729
Arts/Entertainment/Rec	2,215	\$12,887,911	87,998
Accommodation/Food Services	9,226	\$9,192,523	150,282
Other Services excluding Public Administration	14,249	\$4,548,235	80,941
Public Administration	1,358	\$31,884	60,168
Unclassified Establishments	7,736	\$6,182	6,273

Table A.3.4 Orange County Business Data

Source: Environmental Systems Research Institute (Esri) 2017

	Riverside County		
	Number of Businesses	Sales in \$1,000	Number of Employees
Total (NAICS)	58,500	\$121,775,488	657,058
Industry			
Agriculture/Forestry/Fishing/Hunting	273	\$375,081	3,238
Mining	35	\$87,211	201
Utilities	112	\$675,550	2,630
Construction	5,137	\$6,823,782	38,128
Manufacturing	2,156	\$8,413,833	39,986
Wholesale Trade	2,112	\$39,830,074	32,693
Retail Trade	9,146	\$30,041,662	110,767
Transportation/Warehouse	1,110	\$1,521,460	11,274
Information	1,072	\$2,991,233	11,300
Finance & Insurance	2,783	\$5,393,895	17,124
Real Estate/Rent/Leasing	4,037	\$2,819,506	22,445
Professional/Scientific/Tech Services	5,070	\$3,531,292	33,102
Management of Companies/Enterprises	34	\$153,788	432
Admin/Support/Waste Management	2,470	\$2,377,812	25,044
Educational Services	1,482	\$90,181	51,001
HealthCare/Social Assist	4,654	\$6,227,818	69,140
Arts/Entertainment/Rec	1,078	\$3,675,211	32,244
Accommodation/Food Services	4,476	\$4,885,849	76,205
Other Services excluding Public Administration	7,594	\$1,855,668	39,404
Public Administration	1,173	\$3,043	40,002
Unclassified Establishments	2,496	\$1,539	698

Table A.3.5 Riverside County Business Data

Source: Environmental Systems Research Institute (Esri) 2017

	San Bernardino County		
	Number of Businesses	Sales in \$1,000	Number of Employees
Total (NAICS)	53,903	\$140,642,717	649,341
Industry			
Agriculture/Forestry/Fishing/Hunting	118	\$132,142	935
Mining	27	\$75,340	382
Utilities	150	\$1,608,286	2,705
Construction	4,008	\$4,833,357	27,341
Manufacturing	2,536	\$11,827,521	47,914
Wholesale Trade	2,599	\$61,101,302	43,013
Retail Trade	8,712	\$27,645,598	104,565
Transportation/Warehouse	1,516	\$4,391,767	33,050
Information	924	\$2,357,624	8,770
Finance & Insurance	2,428	\$4,866,376	16,284
Real Estate/Rent/Leasing	3,589	\$3,356,652	22,632
Professional/Scientific/Tech Services	4,193	\$3,214,110	30,530
Management of Companies/Enterprises	26	\$255,947	571
Admin/Support/Waste Management	2,115	\$1,781,793	19,120
Educational Services	1,418	\$99,928	61,884
HealthCare/Social Assist	4,062	\$6,170,539	73,190
Arts/Entertainment/Rec	846	\$1,224,566	11,258
Accommodation/Food Services	4,366	\$3,910,273	69,630
Other Services excluding Public Administration	7,168	\$1,782,891	34,721
Public Administration	1,199	\$3,957	40,069
Unclassified Establishments	1,903	\$2,748	777

Table A.3.6 San Bernardino County Business Data
Source: Environmental Systems Research Institute (Esri) 2017

A.4 Economic Impact Analysis (Multipliers)

“Effective planning for public- and private-sector projects and programs at the State and local levels requires a systematic analysis of the economic impacts of the projects and programs on affected regions. In turn, systematic analysis of economic impacts must account for the interindustry relationships within region because these relationships largely determine how regional economies are likely to respond to project and program changes. Thus, regional input-output (I-O) multipliers, which account for interindustry relationships within regions, are useful tools for regional economic impact analysis.”⁸ The multipliers indicate the interindustry relationships within regions.

An Input-Output analysis estimates the increase in demand for a research area (here: Los Angeles County and the San Gabriel Valley respectively), which results from a specific demand or production inside a reference area (Direct Effect). The Direct Effect in this analysis is the production in the City of Industry (see column Industry Sales in Table 4.1 on page 27). This Direct Effect triggers extra demand in Los Angeles County and San Gabriel Valley through two channels (see page 28 for a detailed description):

1) **Induced Effect:** Production in the City of Industry requires intermediate goods. Some of these intermediate goods (including ripple effects) are produced in the research area.

2) **Indirect Effect:** Production in the City of Industry generates income for employees and proprietors. This income also creates additional demand. Some of this demand (including ripple effects) affects the research area.

The underlying model for an Input-Output is linear; the relationship between Direct Effect and Induced Effect as well as the relationship between Direct Effect and Indirect Effect is proportional. That is, when the Direct Effect is multiplied by the relevant multiplier the Induced Effect is calculated. The same is true for the Direct Effect and Indirect Effect.

The Tables A.2 and A.3 show the multipliers for the Los Angeles County and San Gabriel Valley research areas categorized by industry. The multiplier for the Direct Effect is always 1.0 as it represents the initial sales value in the industry for City of Industry. The Indirect Effects multipliers calculate the Indirect Effect for each industry sector in the respective region (Los Angeles County or San Gabriel Valley). Similarly, the Induced Effects multipliers calculate the Induced Effect for each industry sector in the respective region. The Total multiplier is the sum of the Direct Effects, Indirect Effects, and Induced Effects multipliers. The overall demand effect for a research area is calculated by multiplying the Direct Effect as shown in Table 4.1 on page 27 by the Total multiplier in Table A.4.1 or A.4.2. The Type I Multipliers in Tables A.4.1 and A.4.2 include the Direct Effects and Indirect Effects multipliers but not the Induced Effects multipliers. The Type SAM Multiplier is the same as the Total multiplier and includes all effects. The Type I and Type SAM multipliers are used to refine the calculations.

⁸ Regional Multipliers, 3rd Edition, March, 1997, U.S. Department of Commerce, Bureau of Economic Analysis, page 1.

NAICS	DIRECT EFFECTS	INDIRECT EFFECTS	INDUCED EFFECTS	TOTAL	TYPE I MULTIPLIER	TYPE SAM MULTIPLIER
11 Ag, Forestry, Fishing, Hunting	1.000000	0.044057	0.433099	1.477156	1.044057	1.477156
21 Mining	1.000000	0.145006	0.193419	1.338425	1.145006	1.338425
22 Utilities	1.000000	0.380202	0.211188	1.591390	1.380202	1.591390
23 Construction	1.000000	0.428582	0.314117	1.742699	1.428582	1.742699
31-33 Manufacturing	1.000000	0.346761	0.020978	1.367739	1.346761	1.367739
42 Wholesale Trade	1.000000	0.398578	0.330682	1.729260	1.398578	1.729260
44-45 Retail Trade	1.000000	0.337408	0.383092	1.720500	1.337408	1.720500
48-49 Transportation & Warehousing	1.000000	0.445994	0.384364	1.830358	1.445994	1.830358
51 Information	1.000000	0.401995	0.281267	1.683262	1.401995	1.683262
52 Finance & Insurance	1.000000	0.511154	0.385604	1.896758	1.511154	1.896758
53 Real Estate & Rental	1.000000	0.337993	0.152066	1.490059	1.337993	1.490059
54 Professional – scientific & tech svcs	1.000000	0.369036	0.485186	1.854222	1.369036	1.854222
55 Management of companies	1.000000	0.424577	0.488582	1.913159	1.424577	1.913159
56 Administrative & Waste Services	1.000000	0.309343	0.484564	1.793907	1.309343	1.793907
61 Educational Services	1.000000	0.319743	0.501961	1.821704	1.319743	1.821704
62 Health & Social Services	1.000000	0.355901	0.501429	1.857330	1.355901	1.857330
71 Arts – Entertainment & Recreation	1.000000	0.346941	0.451394	1.798335	1.346941	1.798335
72 Accommodation & Food Services	1.000000	0.324358	0.373400	1.697758	1.324358	1.697758
81 Other Services	1.000000	0.255641	0.429643	1.685284	1.255641	1.685284
92 Government & non NAICS	1.000000	0.039099	0.607763	1.646862	1.039099	1.646862

Table A.4.1 - NAICS (2-digit) Sales Multipliers for Los Angeles County

Data Source: IMPLAN

NAICS	Direct Effects	Indirect Effects	Induced Effects	Total	Type I Multiplier	Type SAM Multiplier
11 Ag, Forestry, Fishing, Hunting	1.000000	0.080623	0.506256	1.586879	1.080623	1.586879
21 Mining	1.000000	0.298929	0.231392	1.530321	1.298929	1.530321
22 Utilities	1.000000	0.443442	0.224205	1.667647	1.443442	1.667647
23 Construction	1.000000	0.615484	0.394858	2.010342	1.615484	2.010342
31-33 Manufacturing	1.000000	0.572680	0.298830	1.871510	1.572680	1.871510
42 Wholesale Trade	1.000000	0.382940	0.369781	1.752721	1.382940	1.752721
44-45 Retail Trade	1.000000	0.319731	0.425745	1.745476	1.319731	1.745476
48-49 Transportation & Warehousing	1.000000	0.538457	0.482316	2.020773	1.538457	2.020773
51 Information	1.000000	0.530497	0.295354	1.825851	1.530497	1.825851
52 Finance & Insurance	1.000000	0.362937	0.390959	1.753896	1.362937	1.753896
53 Real Estate & Rental	1.000000	0.324790	0.154232	1.479022	1.324790	1.479022
54 Professional – scientific & tech svcs	1.000000	0.363988	0.567522	1.931510	1.363988	1.931510
55 Management of companies	1.000000	0.394331	0.548281	1.942612	1.394331	1.942612
56 Administrative & Waste Services	1.000000	0.328876	0.531148	1.860024	1.328876	1.860024
61 Educational Services	1.000000	0.332000	0.574128	1.906128	1.332000	1.906128
62 Health & Social Services	1.000000	0.370373	0.571190	1.941563	1.370373	1.941563
71 Arts – Entertainment & Recreation	1.000000	0.345784	0.481051	1.826835	1.345784	1.826835
72 Accommodation & Food Services	1.000000	0.402283	0.422553	1.824836	1.402283	1.824836
81 Other Services	1.000000	0.268029	0.474106	1.742135	1.268029	1.742135
92 Government & non NAICS	1.000000	0.036258	0.699026	1.735284	1.036258	1.735284

Table A.4.2 - NAICS (2-digit) Sales Multipliers for San Gabriel Valley

Data Source: IMPLAN

The multipliers for Los Angeles County and San Gabriel Valley explain the relationship between production in City of Industry and these two areas which are all totally contained within Los Angeles County. The Direct Effect is only production in City of Industry.

Multipliers for the other research areas (Orange, Riverside, and San Bernardino Counties) are more complex and calculating the economic impacts is an iterative process, not linear. Some of the demand created by one county in another county becomes a Direct Effect for further calculations in the multi-sector analysis. Therefore, we have not provided the multiplier tables for Orange, Riverside, and San Bernardino Counties because they would not be useful without using the IMPLAN multisector analysis model.

A.5 NAICS 2-digit Categories

In this study we analyzed business activities by their primary 2-digit NAICS (North American Industry Classification System) code. Where charts and tables in this report list activities by NAICS, the activity is sequenced by NAICS Sector number.

SECTOR	DESCRIPTION	Number of SUBSECTORS
11	Agriculture, Forestry, Fishing and Hunting	130
21	Mining, Quarrying, and Oil and Gas Extraction	417
22	Utilities	24
23	Construction	72
31-33	Manufacturing	647
42	Wholesale Trade	164
44-45	Retail Trade	162
48-49	Transportation and Warehousing	139
51	Information	73
52	Finance and Insurance	88
53	Real Estate and Rental and Leasing	52
54	Professional, Scientific, and Technical Services	94
55	Management of Companies and Enterprises	6
56	Administrative and Support and Waste Management and Remediation Services	86
61	Educational Services	37
91	Health Care and Social Assistance	91
71	Arts, Entertainment, and Recreation	60
72	Accommodation and Food Services	33
81	Other Services (except Public Administration)	97
92	Public Administration	74
	Total	2,176

Table A.5.1 - 2-digit NAICS Classification Codes

Source: U.S. Census Bureau <https://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2017>

CITY COUNCIL

ITEM NO. 6.3



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Yamini Pathak, Acting Director of Finance *Y.P.*
Steven Avalos, Finance Manager *SA*

DATE: June 28, 2018

SUBJECT: Consideration of Resolution No. CC 2018-30 – A Joint Resolution of the City Council of the City of Industry, California, the Successor Agency to the Industry Urban-Development Agency, the Industry Public Facilities Authority, and Industry Public Utilities Commission Approving and Adopting the City’s Fiscal Year 2018-19 Proposed Operating Budget and Fiscal Year 2018-19 Proposed Capital Improvement Program Budget

BACKGROUND

The Budget Adoption Process is one of the most important processes the City will undertake each year, usually entailing a five (5) to six (6) month process beginning in January/February of each year and culminating with the budget adoption in June, before the start of the upcoming fiscal year. The City’s Operating Budget is an extremely important document, as it represents the City’s financial operating plan and transparency vehicle to summarize our key fiscal resources, top budget priorities for the fiscal year, and planned programming & service levels for our residents, business residents and surrounding communities.

The FY 2018-19 (“FY 19”) Proposed Operating Budget is a balanced budget and was developed under the context of a “Zero-Based Budget” policy approach, which aligns the budgets of the City’s operations and services planned for the fiscal year to projected “realistic” costs of providing these vital services to our community. The FY 19 Proposed Budget reflects the City Council’s vision, commitment, and business plan to: operating the City in line with standard city business practices, governmental & fiscal transparency, and planning for the “now” and “future” in leading the City of Industry to continue to grow its presence as the economic and employment standard bearer in our region.

The FY 19 Proposed Budget was once again a collaborative Citywide process, in which all departments contributed in developing and building their budgets. The FY 19 Budget Process formally began in February 2018, in which the Finance Department (“Finance”)

prepared the budget policy, budget calendar, and all budget forms for the new fiscal year. The Budget Instructions Memo and all budget forms were distributed to all departments the 1st week of March. Departments were then required to submit their budget requests by April 17, 2018, in which Finance performed a thorough review of all budget requests. In May 2018, Finance reviewed all department budget requests with the City Manager to finalize the preliminary budget to present a balanced budget for Council’s consideration to approve and adopt by June 2018.

For the FY 19 budget adoption, staff presented the FY 19 Proposed Operating Budget at a Special Budget Workshop Meeting on June 21, 2018. The purpose of the Budget Workshop was to give Council an opportunity to thoroughly review the proposed budget, ask questions, and provide comments and direction to staff. The City Council received the budget presentation and gave direction to staff, in which the FY 19 Proposed Operating Budget will be presented to Council at the June 28, 2018 Council meeting for formal budget adoption. As customary, the FY 19 Proposed Operating Budget Report and Presentation will primarily focus on the General Fund, as this is the City’s operating fund that supports traditional municipal services, and the Capital Improvement Program (“CIP”) Fund, which serves as the City’s primary fund that supports its capital assets and infrastructure improvement projects.

DISCUSSION

FY 19 Proposed Citywide Budget – All Funds

The FY 19 Proposed Citywide Budget across all City funds totals \$216.5 million, and is supported by \$211.6 million in revenues. The projected operating shortfall will be supported by available reserves and bond proceeds. An overview of the City’s major funds are listed below.

Table 1 – All City Funds Budget				
(Figures in Millions)				
	FY 15/16	FY 16/17	FY 17/18	FY 18/19
	Actuals	Actuals	Amended	Proposed
General Fund	\$37.1	\$36.4	\$58.6	\$48.9
Industry Public Utilities Commission (“IPUC”)	5.7	7.4	10.2	7.1
Debt Services Funds	37.0	185.3	148.9	149.8
Other Funds	8.4	3.7	5.6	10.7
City Funds Totals	\$88.2	\$232.8	\$223.3	\$216.5
CIP Program	\$11.8	\$18.6	\$20.0	\$59.9
CIP Program Totals	\$11.8	\$18.6	\$20.0	\$59.9
Successor Agency (“SA”)	\$52.7	\$108.3	\$177.7	\$180.9
Successor Agency Totals	\$52.7	\$108.3	\$177.7	\$180.9

In FY 19, the Citywide Proposed Budget will decrease slightly by \$6.8 M and is largely the result of removing one-time expenses and reducing professional services in the General Fund. For FY 19, the Industry Public Utilities Commission (“IPUC”) Budget will total \$7.1 million and represents a \$3.1 M decrease from FY 18. This is largely due to a reduction of professional services for utility administration, as much of these services have been streamlined and consolidated with other service contracts and in-house staff.

The City’s Debt Services funds, which includes the Industry Public Facilities Authority Budget (“IPFA”), will remain largely flat from the prior year and total \$149.8 million. This supports all the City’s debt service obligations, in which much of the bond proceeds serve as a vital revenue source for the City’s capital program. The CIP Budget and Successor Agency (“SA”) Budget are treated as non-Citywide operations and will be discussed separately in this report.

General Fund

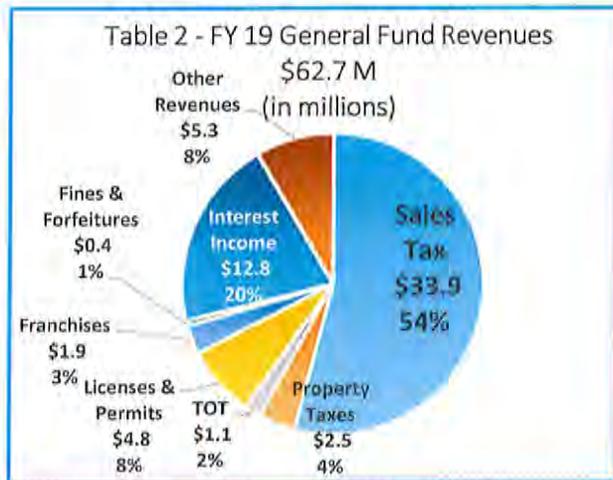
As prefaced earlier, the General Fund is the City’s primary operating fund that supports traditional municipal services, such as public safety, community support, landscape and street maintenance services, and planning and engineering services to name a few. When cities refer to its “Operating Budget”, they are referring to the General Fund, which serves as the primary budget for core operations and municipal services provided to our residents and business community.

The FY 19 Proposed Operating Budget for the General Fund reflects a balanced budget that totals \$48.9 million in expenditures and will be supported by \$62.7 million in revenues. Due to the City’s strong revenue base, the City is projected to have a \$13.8 million operating surplus in FY 19. However, the City will also utilize this operating surplus and its healthy fund balance reserves to support most of its non-operational costs, such as debt service obligations, subsidies to other funds, and non-recurring (or one-time) costs, such as the purchase of vehicles. For FY 19, the City’s debt services obligations and non-operating budget will impact the General Fund’s reserves by \$15.6 million.

Outlined below is an overview of the City’s revenue base, expenditures, and overview of its budget highlights for FY 19.

Revenues

The City continues to have a solid and robust revenue base, which serves as the foundation for its economic viability and stable economy in the region over the last several years. Unlike other cities, the City greatly benefits from its strong economic industries, as revenues generated from sales taxes account for almost 55% of all General Fund revenues primarily from its auto, commercial, manufacturing, and consumer retail industries.



Sales Tax – In FY 19, Sales Tax revenues are anticipated to increase by \$1.0 M (or 3.1%) from \$32.9 million in FY 18 to \$33.9 million in FY 19. While this appears to be a modest increase, this 3.1% increase is great sign for the City. In FY 18, a major sales tax contributor and retailer closed in the City. However, this loss of sales tax revenues has not been fully realized (or affected) the City, as a new retail fulfillment center came to the City and has already made significant contributions to our sales tax base in FY 18. Despite losing one major commercial retailer, the City's sales tax base remains strong and continues to increase in line with our regional economies and CPI trends.

Property Taxes & Other Taxes – The City's other major revenues in its tax base are Property Tax and Transient Occupancy Taxes ("TOT"). Property Tax revenues move in line with assessed values of all City properties and are restricted to an annual maximum 2% increase in assessed value. The City's TOT tax rate is 10% and reflects revenues generated from its lone hotel property, the Pacific Palms Resort at Industry Hills. Property Taxes and TOT revenues continue to be a consistent revenue source for the City and are projected to grow in line with Los Angeles County trends, as well as other cities in the region.

Licenses, Permits & Fees – Beginning in January 2018, the City began receiving all building permits, miscellaneous permits, and all other building and code fees directly. Prior, Los Angeles County Building would collect all fees and permits directly and record all revenues into the County's financial system. In turn, LA County would deduct their services and operational costs and remit the net revenues monthly to the City. While this was not incorrect, it was not considered best practice. The City now receives and records all building-related permits and fees directly into our bank and financial system and revenues collected reflect total revenue amounts (not net amounts).

As a result, in FY 19, Licenses and Permits will see a higher budgeted revenue amount of \$4.8 M, in comparison to \$3.3 M in FY 18. While this shows a noticeable increase of \$1.5 M, this is largely due to the budgeting of net revenues for LA County building services

in prior years. Nonetheless, early revenue receipts indicate increased revenue intake over these past months, which is a positive sign shown thus far, and perhaps, an early indicator that the One-Stop Shop and new credit card payment machine are paying dividends for the City. This is also a great sign for the City that developers continue to do business with the City, and our economic base is on the rise and in good financial standing for many years to come.

Expenditures

In FY 19, General Fund expenditures will total \$48.9 million, which represents a \$9.7 million (or 13%) decrease from FY 18 amended budget levels. Outlined below is a full comparison for all departments from last fiscal year to the new fiscal year proposed budget.

Table 3 – General Fund Expenditures				
<i>(Figures in Millions)</i>				
	FY 15/16	FY 16/17	FY 17/18	FY 18/19
	Actuals	Actuals	Amended	Proposed
Administrative Services	\$11.7	\$7.1	\$15.0	\$7.5
Financial Services	1.7	2.9	3.7	4.0
Development Services	20.2	23.3	35.3	33.6
Community Support & Regional Improvements	3.5	3.1	4.6	3.8
Grand Totals:	\$37.1	\$36.4	\$58.6	\$48.9

The \$9.7 M decrease in the General Fund budget appears significant; however, this is largely due to the removal of a one-time, \$8.5 M payment to its retirement services provider, CalPERS, for the City’s projected unfunded pension liability for all its employees. When factoring out this one-time expense, the FY 19 Proposed Budget is primarily a flat budget, decreasing from \$50.1 million in FY 18 to \$48.9 million. This reflects the City’s commitment to operating in line with standard business practices, continuing to streamline and make operations more efficient, and removing some redundancies and professional services no longer needed.

As such, the FY 19 Proposed Budget also includes some services and organizational enhancements, budget savings, and continues to support the Council’s top priorities and programs. A summary of the major “FY 19 Budget Highlights” are listed below.

- **Significant Savings Due to the City’s Paydown of its Projected OPEB Liability**
 – In FY 18, the Council approved payment in the amount of \$8.5 million to its retirement services provider, CalPERS, for the City’s projected unfunded pension liability for all its employees. This one-time payment is removed from the FY 19 Proposed Budget and will save the City a projected \$10.2 million in interest over a 30-year amortization period, as well as over \$500K annually in foregoing its annual

contribution for its members.

- **Reduction of Professional Services** – Over the past few years, the City procured and contracted many specialized professional services to address various reforms to the 2016 State Controller’s Report. The City has brought in several new staff and has undertaken and completed many of its reforms. As such, many of these services are no longer needed as the City is continuing to streamline its operations and service. As a result, this will yield significant savings of \$1.3 M to the City.
- **Streamlining of Development Services & Public Works Operations** – In FY 19, the City will continue to streamline its Development Services and Public Works operations. In Development Services, the City will fully fund all its Stormwater Compliance and NPDES efforts. As the City now better knows all costs associated with the City’s One-Stop Shop (which became effective in November 2018), all contracted development services administrative support and Los Angeles County Building services support will be properly budgeted in FY 19.

In Public Works, the City will continue to assess and streamline our operations and a new Public Works/Engineering division will be consolidated in FY 19. Further, all specialized engineering services, such as environmental and surveying, as well as maintenance services are fully budgeted in FY 19.

- **Continued Commitment to Public Safety** – Public Safety continues to be the number one priority for the City. The FY 19 Budget reflects annual increases (\$260K) to the LA Sheriff’s contract. FY 19 also reflects the City’s commitment to mental health awareness in public safety and deputy training. In addition, additional hours for our part-time Code Enforcement staff has been included in the proposed budget. This will enhance and promote proper enforcement of the City’s municipal codes and regulations, as well as generate better revenue recovery opportunities.
- **Cost of Living Adjustment (“COLA”) Salary Increases** – One good indicator that the overall economy is trending upward is when there is a year-over-year increase in the region’s Consumer Price Index for all Urban Consumers (CPI-U). The CPI-U increase from April 17-April 18 in the Los Angeles-Long Beach-Anaheim region is 4.0%. This is largely the result of energy prices (due to gasoline prices) increasing by over 11.5% in that same span. As a result, a 4.0% CPI-based COLA is being recommended for all employees, boards and commissions and is included in the FY 19 Proposed Budget. For the City Council Members, an ordinance will need to be introduced and read twice for their COLA salary adjustment to be approved and take effect. The first reading will take place with the budget adoption at the June 28, 2018 meeting.
- **Personnel Changes** – In May 2018, there were new positions approved on the Salary Schedule, such as the Assistant City Manager and Deputy City Clerk positions, that were not previously budgeted and are now fully funded in FY 19. In

In addition, there are several positions being recommended to be re-classified to more appropriately correspond to the skill level, responsibilities & work scope performed by the employees filling these positions and are also included in the proposed budget.

Two (2) new positions, Accounting Technician III and HR Analyst II, are also included as part of the proposed budget and will also need to be added to the City's Salary Schedule. These positions have resulted from proposed reclassifications due to additional duties, and higher responsibilities of work performed. In addition, one (1) new P/T Administrative Technician will be added to help support the day-to-day HR functions and duties. There is no net change in full-time equivalent ("FTE") position count in comparison to last year's amended budget.

- ***User Fees and Charges Study and Cost Allocation Plan Study*** – In FY 18, Finance initiated two (2) important financial studies, User Fees and Charges Study and Cost Allocation Plan Study, and are still on-going projects. The City is currently not recovering any user fees for the cost of services we deliver to our business community nor has a Citywide Fee Schedule. These are very important, as these documents justify the user fees we charge our customers and assist in revenue recovery for the cost of providing these important services. These studies are anticipated to be completed in FY 19 and is included in the proposed budget.
- ***Significant and Continuing Investment to Non-Profit Organizations & Surrounding Communities*** – The City continues to provide support and invest heavily to our local nonprofits and our surrounding communities in need through the funding of projects, programs, and direct donations to serve our at-risk and in-need populations, as well as benefit the general community at-large.

In FY 19, the City will continue to support and provide vital resources to community events, such as the City of La Puente's annual 4th of July Celebration event. The City will continue to be a major sponsor and contributor to the Gabriel Foundation and the annual Industry Hills Pro Rodeo event. The City is also extending its support to other important programs and issues, such as Veterans programs provided by the Roper Foundation, as well as funding to support public safety' awareness of mental health issues and Meals on Wheels.

In addition, the City continues to support the Industry Sheriff's Department Youth Activities League ("YAL") and is reflected in the FY 19 Proposed Budget. The YAL serves, on average, over 300 youth every single day from surrounding communities at nine different facilities in the City of Industry, La Puente, Bassett and Valinda areas. The volunteer-run programs of the Industry YAL provide outstanding programs and services to our underprivileged and disadvantaged youth in our underserved communities. Funding in FY 19 include use of Tonner Canyon for Camp Courage, use of City vehicles to help transport all kids, and funding for special programs such as development of a music program and community center.

These are some of the major highlights of the FY 19 Proposed Budget. As mentioned earlier, the FY 19 Budget will continue the initiatives and projects set forth in FY 18, as well as continue to implement best practices, streamline operations, and operate the City in line with standard business operations.

Capital Improvement Program (“CIP”) Proposed Budget

The City continues to invest heavily into its assets, capital infrastructure, streets and roads, and large-scale regional improvements. The FY 19 Proposed CIP Budget will total \$59.9 million, and will support construction of major grade separation projects and freeway improvements, street improvements, and major improvements to the City’s Expo Center and City facilities. A summary of the major capital projects planned for FY 19 are outlined below.

- **“57/60 Confluence Project”** – The 57/60 Fwy Confluence Project is a regionally critical interchange that has been a major undertaking for the City over these last several years. The City has worked closely with CalTrans on this important regional project utilizing Federal funding, redevelopment funds and local grant funding. In FY 18, construction accelerated and saw the completion of the westbound Grand Avenue Off-Ramp and the westbound loop On-Ramp. In FY 19, it is anticipated that the Grand Avenue Slip On-Ramp at Grand Avenue will be completed.

This is a major regional infrastructure project, as it will not only benefit the City, but will have huge impacts on neighboring communities in Diamond Bar, Chino Hills, and the City of Walnut, as well as the thousands of commuters and patrons that travel this area on a daily basis.

- **“Grade Separation Projects”** – Through its continued, long-standing and collaborative partnership with Alameda Corridor East Construction Authority (“ACE”), the City will invest close to \$6 million dollars to major grade separation projects in FY 19. The Fairway Drive and Fullerton Road grade separation projects will continue construction. Railroad overpasses for Union Pacific will be constructed on both these major thoroughfares to ease these critical, high-volume traffic areas and improve traffic safety. The Turnbull Canyon grade separation will also enter its design phase in FY 19.
- **“Expo Center Facility Improvements”** – The City is developing a master plan to address long-term deferred maintenance and capital improvements at the Expo Center, as well as all other City owned properties. As such, the Expo Center Improvements are a big part of the FY 19 CIP Budget, and the City is allocating \$9.6 million to major facility improvements at the Expo Center. In FY 19, major improvements to the Pavilion, Avalon Room and Patio Café facilities are planned, as well as replacement of the Expo Center Gate. The Grand Arena will also be repainted and is a major undertaking for this popular venue. Further, the City will invest critical resources to designing major improvements to the sewer system.

In FY 19, the City's Proposed CIP Program Budget will be primarily supported by \$200 million of available bond proceeds stemming from the \$250 million Sales Tax Revenue bond issuance in 2015. In years past, the CIP Program has been 100% subsidized by the General Fund. The City will also benefit and continue to utilize grants that have been awarded to the City, such as the Federal TIGER grant, Highway Bridge Program, and other local transportation grants, such as Measure M and METRO Call For Projects funding. Utilizing these vital revenue resources will provide major relief and savings of \$50.1 million to the General Fund in FY 19.

Successor Agency ("SA")

The FY 19 Proposed SA Budget was developed in accordance with the State Department of Finance ("DOF") approved Recognized Obligation Payment Schedule ("ROPS") for FY 2018-19. The SA Budget is governed by the ROPS and cannot be changed or amended at any time during the year. In FY 19, the Proposed SA Budget will total \$180.9 million in expenditures, which consists of \$80.0 M of debt service obligations and \$100.9 M of project costs and enforceable obligations.

The SA Budget will primarily support all enforceable obligations as approved on the ROPS, debt service obligations of the former Industry Urban Development Authority ("IUDA"), and major infrastructure projects in the region. Some of the major projects supported by the SA include the Industry Business Center (East and West), 57/60 Confluence Project, Baker Slopes and Diamond Bar Creek habitat to name a few.

FISCAL IMPACT

The City of Industry's FY 2018-19 Proposed Citywide Operating Budget will total \$216,492,940 in expenditures and be supported by \$211,626,480 in revenues and \$4,866,460 in available reserves. This Citywide total includes the budgets for the General Fund, IPFA, and IPUC and are outlined below:

- The General Fund budget will total \$48,877,700 in expenditures and \$29,404,655 in transfers out and supported by \$62,686,030 in revenues and \$15,596,325 in available reserves.
- The IPUC budget will total \$7,072,385 in expenditures and supported by \$8,899,150 in revenues.
- The IPFA budget will total \$108,477,365 in expenditures, which consists of \$79,783,105 in regular debt service and \$28,694,260 towards early redemption of existing bond obligations. This will be supported by \$59,449,865 in revenues and \$50,465,200 from transfers in from other funds.

The FY 2018-19 Proposed CIP Program Budget will total \$59,900,000 in total project costs. The Proposed CIP Budget will be supported by \$8,433,865 in revenues (SA supported projects), \$1,365,000 subsidy (Transfer In) from the General Fund, and

\$50,101,135 of available bond proceeds from the 2015 Sales Tax Revenue bond proceeds.

The FY 2018-19 Proposed SA Budget will total \$180,887,285 in expenditures and will be supported by revenues consisting of RPTTF tax increment revenues, tax override revenues, available bond proceeds, lease income from SA owned properties, and property sales.

The FY 2018-19 Proposed Operating Budget document will be available on the City website and in hard copy at the City Hall Front Desk or at City Clerk's Office at City Hall.

RECOMMENDATION

Staff recommends the City Council approve and adopt Resolution No. CC 2018-30, adopting the Proposed Operating Budget and Proposed CIP Budget for the City of Industry for Fiscal Year 2018-2019. In addition, staff recommends the City Council approve and ratify all City-affiliated entities' budgets, as approved by each respective board and commission respectively.

Attachments:

1. Resolution No. CC 2018-30 – Resolution Approving the FY 19 Operating Budget and FY 19 CIP Budget
2. FY 2018-19 Budget Workshop Presentation
3. Exhibit A – FY 2018-19 Proposed Citywide Organizational Charts
4. Exhibit B – FY 2018-19 Projected Fund Balances
5. Exhibit C – FY 2018-19 Proposed Revenue Summaries
6. Exhibit D – FY 2018-19 Proposed Expenditure Summaries
7. Exhibit E – FY 2018-19 Proposed CIP Budget Project Summary

RESOLUTION NO. CC 2018-30

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, THE INDUSTRY PUBLIC FACILITIES AUTHORITY, AND INDUSTRY PUBLIC UTILITIES COMMISSION APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2018-19 PROPOSED OPERATING BUDGET AND FISCAL YEAR 2018-19 PROPOSED CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, the FY 2018-19 ("FY 19") Proposed Operating Budget for the City of Industry ("City") was developed under the context of a "Zero-Based Budget" policy approach, which aligns the budgets of the City's planned operations and services for the fiscal year to projected "realistic" costs of providing those services to the community; and

WHEREAS, the FY 19 Budget Process was a collaborative, Citywide process in which all departments and affiliated City entities were responsible for developing and submitting their budgets; and

WHEREAS, the FY 19 Budget Process began in February 2018, in which the Finance Department ("Finance") developed the budget policy, budget calendar, and prepared and distributed all budget instructions, budget forms, and capital project request forms to all departments; and

WHEREAS, Departments submitted their budget proposals and capital budget requests to Finance by April 2018, in which Finance reviewed all department budget requests, making recommendations as needed; and

WHEREAS, in May 2018, Finance and the City Manager reviewed each budget request with respect to the City's total budget and Citywide fiscal condition and finalized the FY 19 Proposed Operating Budget; and

WHEREAS, Finance, Engineering and the City Manager also reviewed all capital project budget requests and finalized the FY 19 Proposed Capital Improvement Program ("CIP") Budget; and

WHEREAS, The FY 19 Proposed Budget is a balanced budget and reflects the City Council's vision, commitment, and business plan to: operating the City in line with standard city business practices, governmental & fiscal transparency, and planning for the "now" and "future" in leading the City of Industry to continue to grow its presence as the economic and employment standard bearer in our region; and

WHEREAS, the City Council received a presentation on the City's FY 19 Proposed Operating Budget and FY 19 Proposed CIP Budget at the Special Budget Workshop

Meeting held on June 21, 2018; in which staff received feedback and direction from the City Council; and

WHEREAS, staff incorporated said changes and direction from the City Council into the FY 19 Proposed Operating Budget and FY 19 Proposed CIP Budget and are hereby presented for budget adoption at the June 28, 2018 City Council Meeting.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AUTHORITY, THE INDUSTRY PUBLIC FACILITIES AUTHORITY, AND INDUSTRY PUBLIC UTILITIES COMMISSION DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

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

Section 2. By approving Resolution No. CC 2018-30, the City of Industry's Proposed Operating Budget for all Citywide Funds totals **\$216,492,940** in expenditures that will be supported by **\$211,626,480** in revenues and **\$4,866,460** in available reserves is hereby approved and adopted for Fiscal Year 2018-2019, as reflected in Exhibit B - Exhibit D hereto attached to this resolution. By approving the Citywide Proposed Operating Budget, the following proposed budgets for the General Fund, IPFA, and IPUC are hereby approved and adopted as outlined below:

- A. The General Fund budget will total **\$48,877,700** in expenditures and **\$29,404,655** in transfers out and supported by **\$62,686,030** in revenues and **\$15,596,325** in available reserves.
- B. The IPUC budget will total **\$7,072,385** in expenditures and supported by **\$8,899,150** in revenues.
- C. The IPFA budget will total **\$108,477,365** in expenditures, which consists of **\$79,783,105** in regular debt service and **\$28,694,260** towards early redemption of existing bond obligations. This will be supported by **\$59,449,865** in revenues and **\$50,465,200** from transfers in from other funds.

Section 3. By approving Resolution No. CC 2018-30, the Proposed CIP Program Budget of **\$59,900,000** in total project costs that will be supported by **\$8,433,865** in revenues, **\$1,365,000** Transfers In from the General Fund, and **\$50,101,135** of available bond proceeds from the 2015 Sales Tax Revenue bond proceeds is hereby approved and adopted for Fiscal Year 2018-2019. A detailed project list is presented and hereto attached as Exhibit E to this resolution.

Section 4. By approving Resolution No. CC 2018-30, the Proposed Successor Agency Budget of **\$180,887,285** in expenditures and will be supported revenues consisting of RPTTF tax increment revenues, tax override revenues, available bond proceeds, lease income from SA owned properties, and property sales is hereby

approved and adopted for Fiscal Year 2018-2019. Any expenditures above the revenues received will be supported by property sales.

Section 5. The City Council hereby approves and ratifies the following City-affiliated entities' budgets for Fiscal Year 2018-2019, as approved and adopted at their respective board meetings: Civic Recreational-Industrial Authority ("CRIA"), and Industry Property & Housing Management Authority ("IPHMA").

Section 6. 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, the Successor Agency to the Industry Urban-Development Agency, the Industry Public Facilities Authority, and Industry Public Utilities Commission at a regular meeting held on June 28, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

Mark D. Radecki, Mayor

ATTEST:

Diane Schlichting, City Clerk



60 YEARS
Jobs, Enterprise & Regional Infrastructure

FY 2018-19 Proposed Operating Budget

City of Industry Budget Workshop | June 21, 2018

-
- » **OVERVIEW OF OVERALL BUDGET DEVELOPMENT PROCESS**
 - » **CITYWIDE BUDGET**
 - » **GENERAL FUND BUDGET**
 - > Revenues
 - > FY 19 Budget Highlights
 - » **CIP BUDGET**
 - » **OTHER ENTITY BUDGETS (IPUC, IPHMA, CRIA, & IPFA)**

**FY 2018-19 (FY 19)
PROPOSED
BUDGET
PRESENTATION
OVERVIEW**

OVERVIEW OF BUDGET PROCESS

❖ Definition of a Budget

- Represents the City's financial operating plan and transparency vehicle to summarize our key fiscal resources, top budget priorities for the fiscal year, and planned programming & service levels for our residents, business residents and surrounding communities.

❖ "Zero-Based Budget" Budget Policy

- Aligns the budgets of the City's operations and services planned for the fiscal year to projected "realistic" costs of providing these vital services to our community.

❖ Citywide Effort & Collaborative Process

❖ 5-6 Month Long Process

❖ The FY 19 Proposed Budget reflects the City Council's vision, commitment, and business plan to:

- Operating the City in line with standard city business practices & governmental & fiscal transparency;
- Planning for the "now" and "future" in leading the City of Industry to continue to grow its presence as the economic and employment standard bearer in our region.

"BUDGET FLOW CHART"



FY 2018-19 PROPOSED CITYWIDE BUDGET

❖ Citywide Proposed Revenues - \$211.6 million

- General Fund - \$62.7M
- Special Revenues (Prop A, Gas Tax, Grants, etc) - \$5.3M
- Enterprise Funds - \$11.1M
- Debt Services Funds - \$123.5M
- CIP Fund - \$8.4M
- Fiduciary Funds - \$0.6M

❖ Citywide Proposed Expenditures - \$216.5 million (excluding the CIP Budget and Successor Agency)

- General Fund - \$48.9 M
- IPUC (Water & Electric Utility) - \$7.1M
- Debt Services Fund City – \$41.3M
- Debt Services for IPFA – 108.5M (Includes \$30M Early Redemption)
- Other Funds (Prop A, Prop C, Grant Fund, etc) - \$10.7M

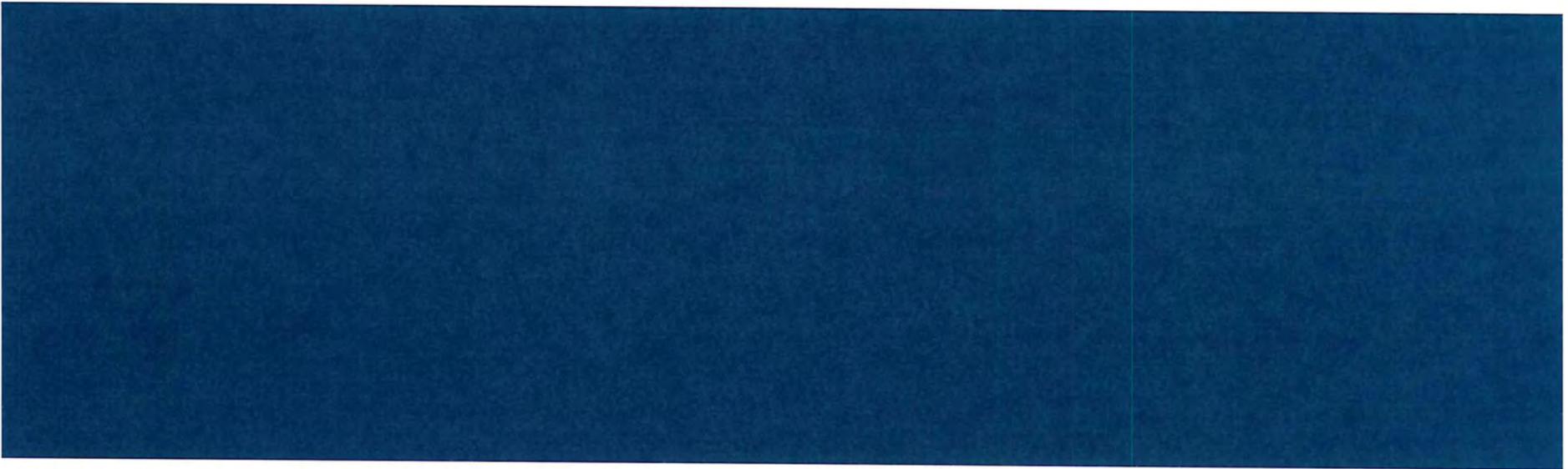
Other Entities' Budgets

❖ CIP Program - \$59.9 M

❖ Other City Entities

- CRIA - \$3.05 M
- IPHMA (Housing) - \$0.7 M

GENERAL FUND BUDGET – FY 19 BUDGET HIGHLIGHTS



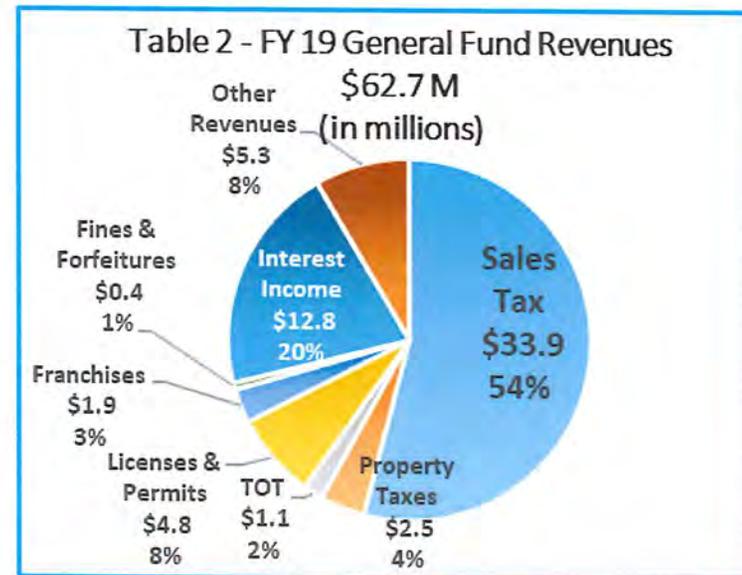
FY 2018-19 PROPOSED GENERAL FUND BUDGET – OVERVIEW

- *Reflects the City's commitment to its #1 priority of Public Safety*
- *Significant and Continuing Investment to Non-Profit Organizations & Surrounding Communities for Charitable Causes*
 - ✓ *4th of July, Gabriel Foundation & Industry Pro Rodeo, YAL, Meals on Wheels, etc.*
- *Continuing to Operate the City in line with standard city business practices & governmental & fiscal transparency*
- *Continued Self-Assessment & Streamlining of the City's Organizational Structure and Operations to achieve greater efficiencies in our operations & service deliveries.*

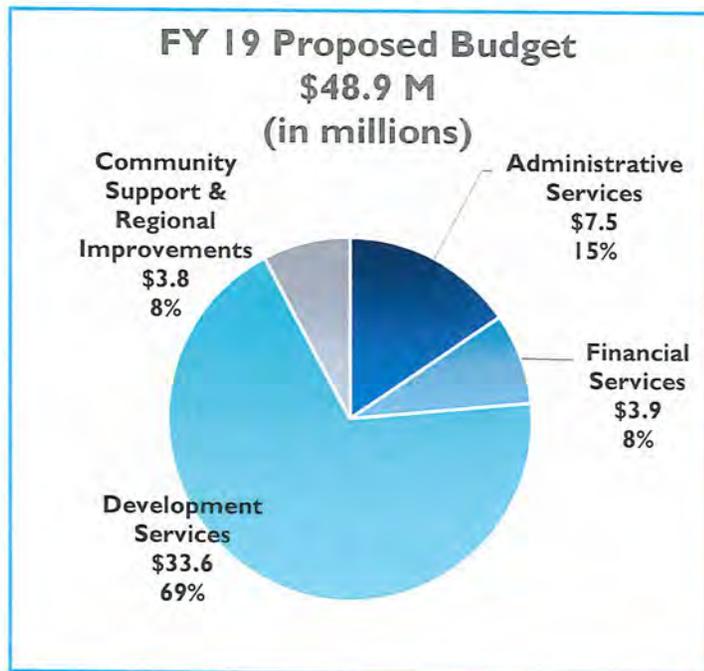
FY 2018-19 PROPOSED GENERAL FUND BUDGET - REVENUES

Total Revenues - \$62,686,030

- Sales Taxes - \$33.9 M
 - \$1.0M Increase (3.1%)
 - Continued sales tax growth
 - New Major Retailer (Fulfillment Center)
- Licenses & Permits - \$4.8 M
 - \$1.5M Increase (45%)
 - Largely due to City now recording all Permits in our Financial System
 - Development & construction continue in the City
- Increase also due to recording of all non-operational revenue (i.e. SA Admin Allowance, reimbursements) in General Fund
- All other Revenues are performing consistently and showing growth.



FY 2018-19 PROPOSED GENERAL FUND BUDGET - EXPENDITURES



Total Operating Expenditures - \$48,877,700

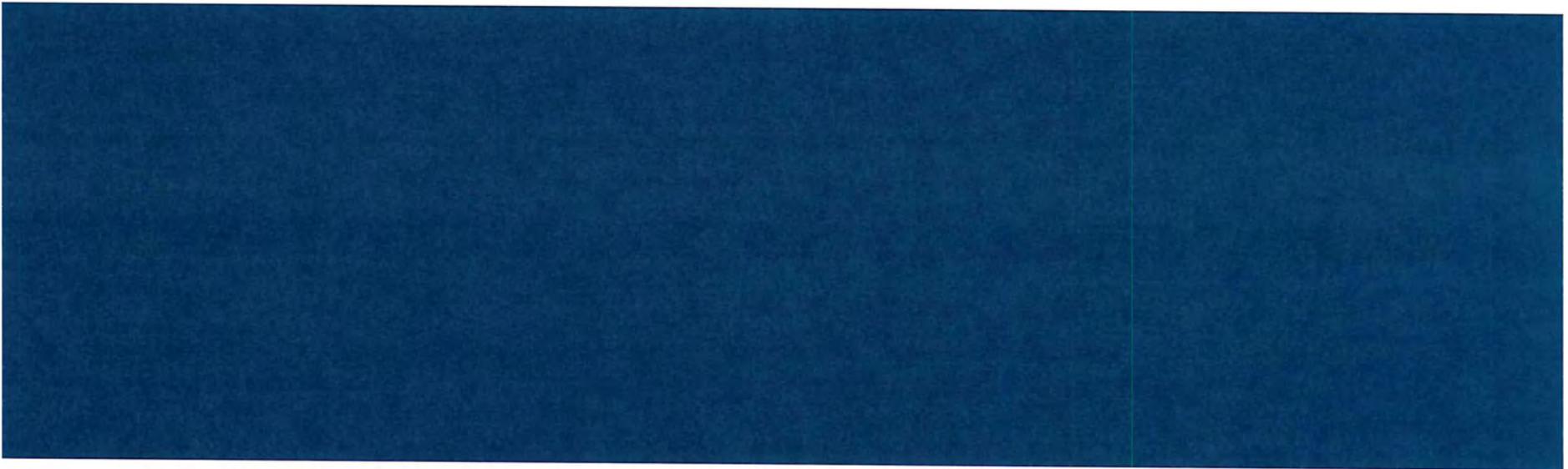
- Removes 1-Time \$8.5M OPEB Payout for all Employees' projected pension (savings of \$10.2M in interest over 30 years)
- Reduction of Professional Services - \$1.3M savings
- Continued Commitment to Public Safety
 - Annual Public Safety Contract Increase - \$260K
 - Continued support of the YAL Program
- Cost of Living Increase (COLA) of 4% for all Employees and Boards
 - Based on CPI-U from April '17 to April '18 (LA-Long Beach-Anaheim Areas)
- City Reorganization/Staffing
 - New positions added in FY 18 fully funded in FY 19 (i.e. Assistant City Manager & Deputy City Clerk)
 - Continued streamlining of the City's organizational structure and staffing levels to achieve greater efficiencies in operations

FY 2018-19 PROPOSED GENERAL FUND BUDGET - EXPENDITURES

Other Changes

- *Removes 1-Time expenses, such as the 60th Anniversary funding and vehicle purchases*
- *Includes two (2) new Code Enforcement vehicles*
- *Development Services*
 - *Full funding of the City's One-Stop Shop*
 - *Full funding for Stormwater/NPDES Compliance*
- *Financial Services*
 - *User Fee and Charges and Cost Allocation Plan Studies*
 - *Community Development & HR/Payroll implementation*
- *All major service contract providers include built-in CPI-based increases*
- *Continues to address and adequately fund Deferred Maintenance at all City Facilities*

CAPITAL IMPROVEMENT PROGRAM – FY 19 PROPOSED CIP BUDGET



FY 2018-19 PROPOSED CIP BUDGET

❖ CIP Budget - \$59.9 million

- 2015 Sales Tax Bond Proceeds - \$50.1 M
- General Fund - \$1.3 M
- Successor Agency Funds - \$7.9 M

❖ Investment in Expo Center Infrastructure - \$9.9 M

- Pavilion & Avalon Room Improvements - \$4.2 M
- Grand Arena Re-Painting - \$1.2 M

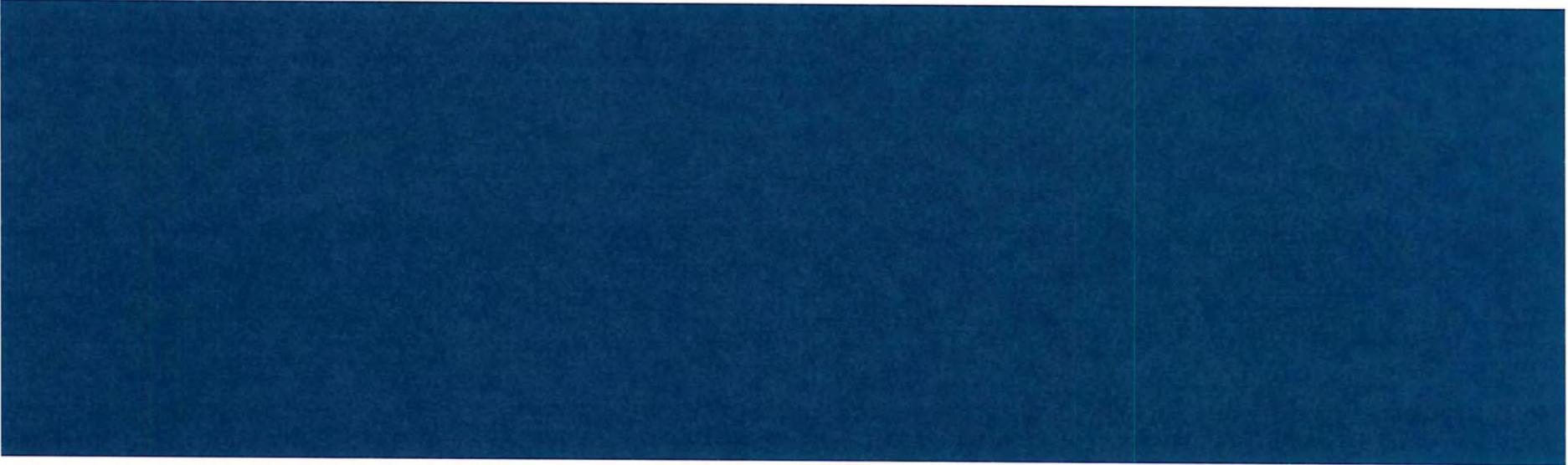
❖ Major Regional Infrastructure Projects

- 57/60 Confluence Project, Fairway & Fullerton Grade Separations, IBC Project.

❖ Citywide Signage & Painting

Project Description By Category	FY 2017/18 Adopted	FY 2017/18 Amended	FY 2018/19 Proposed Budget
1. Grade Separation Projects	\$6,050,000	\$6,050,000	\$5,540,000
2. Street Widening Reconstruction, Resurfacing, And Slurry Seal	17,894,724	18,808,965	19,339,000
3. Bridge Widening, Seismic Retrofit, And Maintenance Improvements	1,519,000	1,519,000	8,470,000
4. Traffic Signal Improvements	3,570,000	3,570,000	2,950,000
5. Storm Drain Improvements	2,960,000	4,540,445	4,030,000
6. IPUC - Potable Water System	58,000	58,000	1,801,000
7. IPUC – Electric Utility	3,340,000	3,340,000	4,098,000
8. Metrolink/Commuter Rail Station	-	-	-
9. Expo Center At Industry Hills	6,592,500	6,592,500	9,335,000
10. Industry Hills Golf And Convention Facilities	600,000	600,000	750,000
11. Open Space Properties	1,025,000	1,025,000	1,365,000
12. IPHMA Properties	-	-	-
13. Civic Center Facilities Improvements	2,012,500	2,141,350	865,000
14. Facilities Improvements	-	34,440	1,357,000
GRAND TOTAL	\$45,621,724	\$48,279,700	\$59,900,000

OTHER CITY ENTITIES –
FY 19 PROPOSED BUDGETS



FY 2018-19 PROPOSED BUDGET – OTHER ENTITIES

❖ **IPUC Proposed Budget - \$7,072,385**

- *Electric Utility - \$4.1M Expenditures, \$5.5M Revenues*
- *IPUC Water (Potable) - \$2.1M Expenditures, \$2.1M Revenues*
- *IPUC Water (Reclaimed) - \$0.9M Expenditures, \$1.4M Revenues*

❖ **IPFA Proposed Budget - \$108,477,365**

- *Regular Debt Service - \$79.8M, Early Bond Redemption - \$28.7M*
- *Revenues - \$59.5M; Transfers In - \$50.5M*

❖ **Successor Agency Proposed Budget - \$180,887,285**

- *Developed in line w/ DOF-approved 2018-19 ROPS*
- *Debt Services Obligations - \$80.0M*
- *Project Costs (57/60 Confluence Project, IBC, Diamond Bar Creek) - \$100.9M*
- *Supported by RPTFF revenues, lease income, bond proceeds, & sale of properties.*

Entities w/ Different Boards

- ❖ *CRIA Admin. - \$661,145*
- ❖ *CRIA Expo Center - \$2,455,075*
 - *Revenues - \$2.0M; Subsidy from CRIA - \$0.5M*
- ❖ *IPHMA (Housing) - \$661,145*
 - *Revenues - \$0.2M; Subsidy from General Fund - \$0.5M*

****** All Boards must adopt entity budgets to fully ratify and adopt these budgets. ******

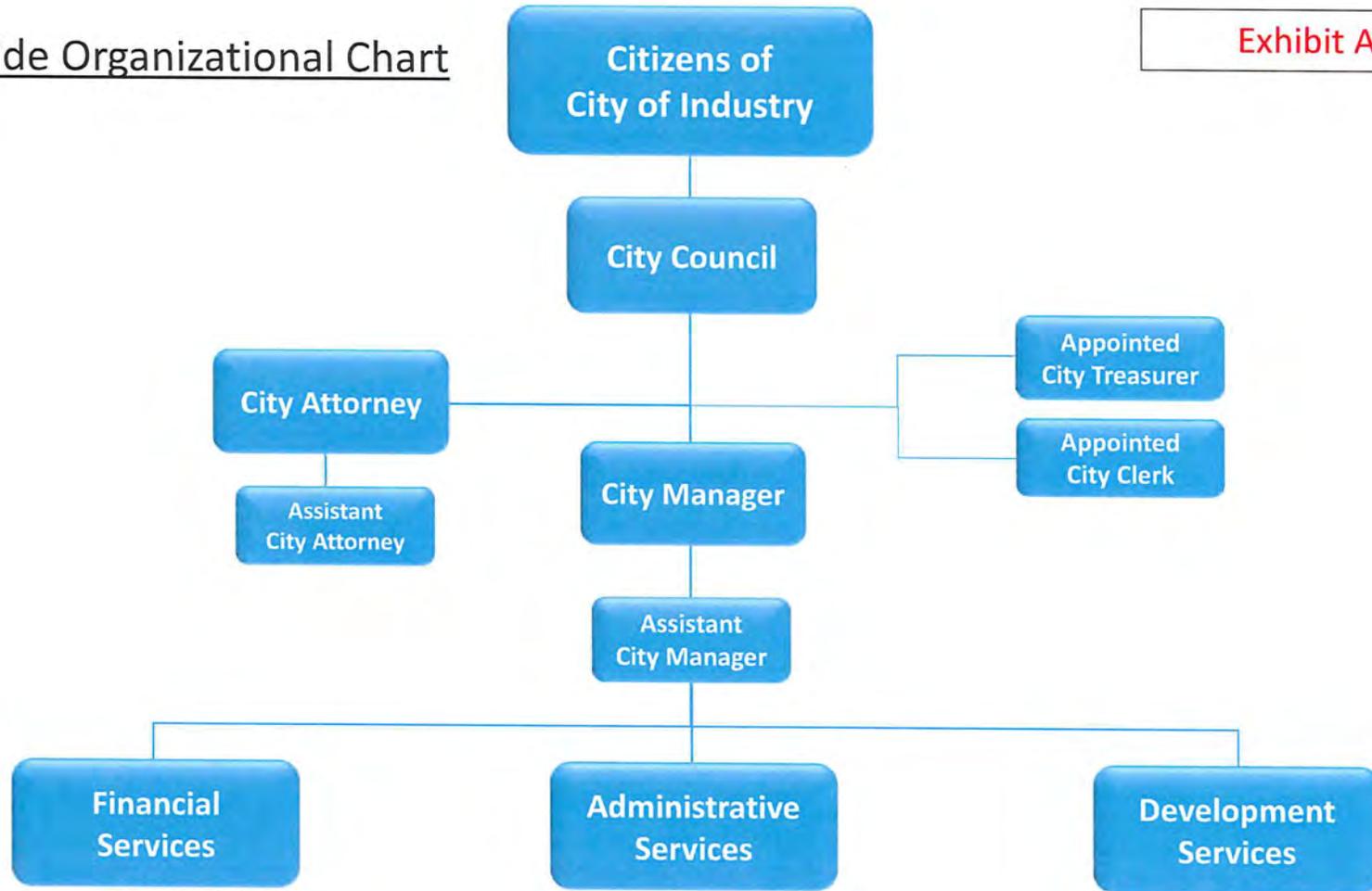


THE END.....ANY QUESTIONS??



Citywide Organizational Chart

Exhibit A



**CITY OF INDUSTRY
PROJECTED FUND BALANCES
FY 2018-19 PROPOSED
EXHIBIT B**

FUND NAME	BEGINNING FUND BALANCE JULY 1, 2018	REVENUES FY 2018-2019	TRANSFERS IN	EXPENDITURES FY 2018-2019	TRANSFERS OUT	PROJECTED SURPLUS / (DEFICIT)	PROJECTED FUND BALANCE JUNE 30, 2019
GENERAL FUND							
100 OPERATIONS	\$ 718,368,033	\$ 62,686,030	\$ -	\$ (47,254,960)	\$ (2,881,475)	\$ 12,549,595	\$ 730,917,627
100 NON-OPERATING COSTS	-	-	-	(1,622,740)	(26,523,180)	(28,145,920)	(28,145,920)
Total	\$ 718,368,033	\$ 62,686,030	\$ -	\$ (48,877,700)	\$ (29,404,655)	\$ (15,596,325)	\$ 702,771,707
SPECIAL REVENUE FUNDS							
101 GAS TAX	\$ 26,643	\$ 18,130	\$ -	\$ (10,000)	\$ -	\$ 8,130	\$ 34,773
102 MEASURE R	-	5,000	-	(5,000)	-	-	-
103 PROP A	1,576,486	10,000	-	(1,112,600)	-	(1,102,600)	473,886
104 PROP C	8,919	7,010	-	(10,000)	-	(2,990)	5,929
105 AIR QUALITY	471	-	-	-	-	-	471
106 MEASURE M	5,000	5,000	-	(5,000)	-	-	5,000
110 GRANT FUND	-	5,261,490	-	(5,261,490)	-	-	-
Total	\$ 1,617,519	\$ 5,306,630	\$ -	\$ (6,404,090)	\$ -	\$ (1,097,460)	\$ -
INTERNAL SERVICES FUNDS							
320 FLEET MANAGEMENT FUND	\$ 50,000	\$ -	\$ 80,000	\$ (80,000)	\$ -	\$ -	\$ 50,000
Total	\$ 50,000	\$ -	\$ 80,000	\$ (80,000)	\$ -	\$ -	\$ 50,000
ENTERPRISE FUNDS							
160 IPHMA	\$ 33,590	\$ 210,800	\$ 450,345	\$ (661,145)	\$ -	\$ -	\$ 33,590
161 CITY ELECTRIC	4,794,545	5,487,400	-	(4,089,845)	-	1,397,555	6,192,100
360 CRIA	28,378	1,210	1,066,130	(591,985)	(474,145)	1,210	29,588
361 EXPO CENTER	136,827	1,980,930	474,145	(2,455,075)	-	-	136,827
560 IPUC - RECLAIMED WATER	10,018,596	1,355,000	-	(871,505)	-	483,495	10,502,091
561 IPUC - POTABLE WATER	631,408	2,056,750	-	(2,111,035)	-	(54,285)	577,123
Total	\$ 15,643,344	\$ 11,092,090	\$ 1,990,620	\$ (10,780,590)	\$ (474,145)	\$ 1,827,975	\$ 17,471,318
CAPITAL IMPROVEMENTS FUND							
120 CAPITAL IMPROVEMENTS	\$ 187,571,757	\$ 8,433,865	\$ 1,365,000	\$ (59,900,000)	\$ -	\$ (50,101,135)	\$ 137,470,622
Total	\$ 187,571,757	\$ 8,433,865	\$ 1,365,000	\$ (59,900,000)	\$ -	\$ (50,101,135)	\$ 137,470,622

CITY OF INDUSTRY
 PROJECTED FUND BALANCES
 FY 2018-19 PROPOSED
EXHIBIT B

FUND NAME	BEGINNING FUND BALANCE JULY 1, 2018	REVENUES FY 2018-2019	TRANSFERS IN	EXPENDITURES FY 2018-2019	TRANSFERS OUT	PROJECTED SURPLUS / (DEFICIT)	PROJECTED FUND BALANCE JUNE 30, 2019
FIDUCIARY FUNDS							
145 ASSESSMENT DISTRICT 91-1	\$ 2,771,838	\$ 653,800	\$ -	\$ (509,400)	\$ -	\$ 144,400	\$ 2,916,238
Total	\$ 2,771,838	\$ 653,800	\$ -	\$ (509,400)	\$ -	\$ 144,400	\$ 2,916,238
DEBT SERVICE							
135 TAX OVERRIDE	\$ 1,378,012	\$ 50,466,200	\$ -	\$ -	\$ (50,465,200)	\$ 1,000	\$ 1,379,012
140 CITY OF INDUSTRY	98,368,246	13,538,000	26,443,180	(41,363,795)	-	(1,382,615)	96,985,631
440 IPFA	575,514,251	59,449,865	50,465,200	(108,477,365)	-	1,437,700	576,951,951
Total	\$ 675,260,509	\$ 123,454,065	\$ 76,908,380	\$ (149,841,160)	\$ (50,465,200)	\$ 56,085	\$ 675,316,594
City Fund Balances	\$ 1,601,282,999	\$ 211,626,480	\$ 80,344,000	\$ (276,392,941)	\$ (80,344,000)	\$ (64,766,461)	\$ 1,536,516,539

**CITY OF INDUSTRY
REVENUE SUMMARIES - SUMMARY
FY 2018-19 PROPOSED
EXHIBIT C**

Financial Resources (Revenues) By Fund	2015 Actual Amount	2016 Actual Amount	2017 Actual Amount	2018 Amended Budget	2019 Proposed Budget
GENERAL FUND					
LOCAL TAXES	\$ 39,470,471	\$ 37,339,982	\$ 36,878,863	\$ 38,405,380	\$ 39,622,350
LICENSES & PERMITS	2,652,867	3,089,244	3,314,708	3,258,360	4,756,830
FINES & FORFEITURES	544,624	338,268	350,559	412,500	377,500
INTEREST INCOME	7,787,841	9,203,737	13,618,794	11,015,000	12,819,360
OTHER REVENUES	1,343,983	1,365,591	6,629,394	2,927,150	5,109,990
TOTAL GENERAL FUND	\$ 51,799,786	\$ 51,336,822	\$ 60,792,319	\$ 56,018,390	\$ 62,686,030
SPECIAL REVENUE FUNDS					
GAS TAX FUND - 101	\$ 20,991	\$ 12,726	\$ 11,695	\$ 23,740	\$ 15,045
MEASURE R FUND - 102	4,809	4,921	4,996	5,000	5,000
PROP A FUND - 103	3,783,208	18,555	1,512,138	288,500	10,000
PROP C FUND - 104	6,776	6,942	7,050	7,010	7,010
AIR QUALITY FUND - 105	-	101,884	(471)	-	-
MEASURE M FUND - 106	-	-	-	5,000	5,000
GRANT FUND - 110	-	-	4,087,932	12,431,580	5,261,490
TOTAL SPECIAL REVENUES	\$ 3,815,784	\$ 145,028	\$ 5,623,340	\$ 12,760,830	\$ 5,303,545
ENTERPRISE FUNDS					
IPHMA - 160	\$ 224,955	\$ 174,384	\$ 193,043	\$ 216,800	\$ 210,800
IPUC - ELECTRICITY - 161	5,097,318	5,489,501	5,280,155	5,324,500	5,487,400
CRIA - 360	461	623	1,095	610	1,210
CRIA-EXPO CENTER - 361	1,295,861	1,527,634	1,576,126	1,679,605	1,980,929
IPUC - RECLAIMED WATER - 560	1,269,786	1,258,149	1,358,816	1,225,000	1,355,000
IPUC - POTABLE WATER - 561	1,926,389	1,842,108	1,976,398	1,986,600	2,056,750
TOTAL ENTERPRISE FUNDS	\$ 9,814,769	\$ 10,292,398	\$ 10,385,632	\$ 10,433,115	\$ 11,092,089
CAPITAL IMPROVEMENTS FUND					
CITY CAPITAL IMPROVEMENTS - 120	\$ 2,611	\$ 4,824	\$ 1,011,695	\$ 1,489,575	\$ 8,433,865
TOTAL CAPITAL IMPROVEMENTS	\$ 2,611	\$ 4,824	\$ 1,011,695	\$ 1,489,575	\$ 8,433,865
FIDUCIARY FUNDS					
91-1 TAX ASSESSMENT - 145	\$ 639,555	\$ 639,429	\$ 648,116	\$ 659,590	\$ 653,800
TOTAL FIDUCIARY FUNDS	\$ 639,555	\$ 639,429	\$ 648,116	\$ 659,590	\$ 653,800
DEBT SERVICE FUNDS					
DEBT SERVICE PROPERTY TAX OVERRIDE - 131	\$ 44,298,136	\$ 46,084,456	\$ 48,524,360	\$ 47,074,300	\$ 50,466,200
CITY DEBT SERVICE - 140	55,318,710	11,697,715	12,487,964	13,265,000	13,538,000
IPFA - 440	5,717,090	25,812,137	48,497,721	62,812,370	59,449,865
TOTAL DEBT SERVICES FUNDS	\$ 105,333,936	\$ 83,594,309	\$ 109,510,045	\$ 123,151,670	\$ 123,454,065
Total City Financial Resources (Revenues)	\$ 171,406,442	\$ 146,012,808	\$ 187,971,147	\$ 204,513,170	\$ 211,623,394

**CITY OF INDUSTRY
EXPENDITURE SUMMARIES
FY 2018-19 PROPOSED
EXHIBIT D**

Expenditure Summaries By Fund / Division	FY 2015 Actual Amount	FY 2016 Actual Amount	FY 2017 Actual Amount	FY 2018 Amended Budget	FY 2019 Proposed Budget
General Fund					
Administrative Services					
501 City Council	\$ 153,967	\$ 144,974	\$ 370,782	\$ 373,820	\$ 381,940
502 City Clerk	277,843	120,515	308,432	330,095	404,105
503 City Manager	612,208	1,240,908	595,679	830,125	998,155
507 Central Services	2,973,574	2,952,378	2,325,984	1,956,400	1,720,900
508 Human Resources	220,078	116,323	1,395,331	9,299,930	673,655
515 Non-Departmental	13,048,967	3,799,317	(4,627)	-	-
556 SA Administrative Allowance	198,724	20,249	23,954	-	1,622,740
520 City Attorney	2,872,986	3,329,696	1,389,268	1,500,000	1,570,000
528 Legislative Services	-	-	664,018	680,000	145,000
Total Administrative Services	\$ 20,358,346	\$ 11,724,360	\$ 7,068,821	\$ 14,970,370	\$ 7,516,495
Community Support & Regional Improvements					
621 Community Promotion	\$ 1,600,066	\$ 1,572,588	\$ 1,453,417	\$ 2,061,605	\$ 1,685,000
620 El Encanto	333,085	325,624	244,104	346,800	335,100
626 Homestead Museum	1,770,298	1,597,851	1,444,582	2,175,900	1,778,900
Total Community Support & Regional Improvements	\$ 3,703,448	\$ 3,496,064	\$ 3,142,103	\$ 4,584,305	\$ 3,799,000
Financial Services					
505 City Treasurer	\$ 170,909	\$ 177,246	\$ 1,048,334	\$ 1,486,720	\$ 1,195,710
506 Finance	1,554,318	1,477,742	1,460,571	1,127,770	1,307,195
525 Information Technology	-	-	425,936	1,077,084	1,444,760
Total Financial Services	\$ 1,725,226	\$ 1,654,988	\$ 2,934,841	\$ 3,691,574	\$ 3,947,665
Development Services					
526 Development Services	\$ -	\$ -	\$ 384,267	\$ 1,897,495	\$ 2,425,415
527 Field Operations	-	-	231,296	1,014,005	809,660
504 Engineering	140,219	144,278	7,914	23,220	-
509 Public Works Administration	71,792	46,330	900	102,500	-
521 Planning	590,794	720,087	1,096,687	1,794,441	1,302,890
601 Public Safety	8,311,886	8,610,354	9,841,956	10,244,815	10,620,975
622 Public Works/Engineering	305,435	194,508	431,064	3,810,000	4,630,000
623 Streets And Roads	2,159,056	2,385,384	1,922,377	4,081,500	3,250,000
624 Contracted Services	1,697,991	897,795	794,751	4,864,375	4,960,000
625 Civic Financial Center	6,339,162	6,843,923	8,308,737	6,073,407	4,233,000
627 Industry Hills	308,141	352,569	252,430	412,533	372,000
628 Habitat & Open Space	21,811	26,185	5,800	992,515	1,010,600
Total Development Services	\$ 19,946,288	\$ 20,221,413	\$ 23,278,178	\$ 35,310,806	\$ 33,614,540
Total General Fund Budget:	\$ 45,733,308	\$ 37,096,824	\$ 36,423,943	\$ 58,557,055	\$ 48,877,700
SPECIAL REVENUE FUNDS					
101 Gas Tax Fund	\$ 24,254	\$ 14,537	\$ 11,695	\$ -	\$ 10,000
102 Measure R Taxes	4,809	4,921	4,996	5,000	5,000
103 Prop A Taxes	534,860	4,774,984	309,043	1,400,000	1,112,600
104 Prop C Taxes	23,601	6,934	7,039	-	10,000
105 Air Quality	232,290	105,097	5,797	-	-
106 Measure M	-	-	-	-	5,000
110 Grant Fund	-	-	-	-	5,261,490
Total Special Revenues	\$ 819,814	\$ 4,906,473	\$ 338,569	\$ 1,405,000	\$ 6,404,090

**CITY OF INDUSTRY
EXPENDITURE SUMMARIES
FY 2018-19 PROPOSED
EXHIBIT D**

Expenditure Summaries By Fund / Division	FY 2015 Actual Amount	FY 2016 Actual Amount	FY 2017 Actual Amount	FY 2018 Amended Budget	FY 2019 Proposed Budget
INTERNAL SERVICES FUND					
320 Fleet Replacement Fund	\$ -	\$ -	\$ -	\$ 226,000	\$ 80,000
Total Capital Improvements	\$ -	\$ -	\$ -	\$ 226,000	\$ 80,000
ENTERPRISE FUNDS					
160 IPHMA	\$ 291,867	\$ 759,130	\$ 419,450	\$ 749,975	\$ 661,145
161 IPUC - Electric Utility	4,400,704	3,400,238	4,850,137	6,981,920	4,089,845
360 CRIA	469,004	277,951	118,674	410,675	591,985
361 CRIA - Expo Center	1,930,960	2,114,935	2,180,449	2,367,750	2,455,075
560 IPUC - Reclaimed Water	756,507	719,030	706,127	1,139,296	871,505
561 IPUC - Potable Water	1,435,421	1,313,735	1,875,166	2,101,950	2,111,035
Total Enterprise Funds	\$ 9,284,463	\$ 8,585,019	\$ 10,150,004	\$ 13,751,566	\$ 10,780,590
CAPITAL IMPROVEMENTS FUND					
120 City Capital Improvements	\$ 6,769,749	\$ 11,768,011	\$ 18,633,565	\$ 20,000,000	\$ 59,900,000
Total Capital Improvements	\$ 6,769,749	\$ 11,768,011	\$ 18,633,565	\$ 20,000,000	\$ 59,900,000
FIDUCIARY FUNDS					
145 91-1 Tax Assessment	\$ 512,610	\$ 508,470	\$ 508,220	\$ 507,000	\$ 509,400
Total 91-1 Tax Assessment	\$ 512,610	\$ 508,470	\$ 508,220	\$ 507,000	\$ 509,400
DEBT SERVICE FUNDS					
135 Debt Service Property Tax Override	\$ 81,885,018	\$ -	\$ -	\$ -	\$ -
140 City Debt Service	34,736,301	25,973,926	77,243,670	41,615,990	41,363,795
440 IPFA	17,466,837	11,053,168	108,058,464	107,234,740	108,477,365
Total Debt Service Fund	\$ 134,088,156	\$ 37,027,094	\$ 185,302,133	\$ 148,850,730	\$ 149,841,160
Total City Expenditures	\$ 197,208,099	\$ 99,891,892	\$ 251,356,434	\$ 243,297,350	\$ 276,392,940

City of Industry
CIP Project Budget Worksheet
FY 19 Proposed CIP Budget
Exhibit E

#	Project Name	FY 17-18 Adopted Budget	FY 17-18 Amended Budget	FY 18-19 Proposed Budget
1. Grade Separations				
A	Nogales Street Grade Separation (near Gale Avenue/Walnut Drive North)	\$ 300,000	\$ 300,000	75,000
B	Fullerton Road Grade Separation (near Railroad Street and Gale Avenue)	1,900,000	1,900,000	1,760,000
C	Fairway Drive Grade Separation (near Walnut Drive North)	3,500,000	3,500,000	3,460,000
D	Puente Avenue Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	200,000	200,000	75,000
E	Fairway Drive Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	20,000	20,000	20,000
F	Turnbull Canyon Road Grade Separation at UPRR's L.A. Subdivision tracks (near Salt Lake Avenue)	130,000	130,000	150,000
Subtotal:		\$ 6,050,000	\$ 6,050,000	\$ 5,540,000
2. Street Widening, Reconstruction, Resurfacing, and Slurry Seal				
A	Workman Mill Road Resurfacing and Street Lighting - Oakman Drive to Valley Boulevard (co-op project with L.A. County)	\$ 690,000	\$ 690,000	\$ 694,000
B	Colima Road Widening and Intersection Modifications from Stoner Creek Road to Azusa Avenue (co-op project with L.A. County)	300,000	300,000	10,000
C	Walnut Drive South Street Widening and Storm Drain Improvements	1,500,000	1,500,000	1,980,000
D	Annual Slurry Seal Project FY 19	400,000	400,000	300,000
E	Valley Boulevard resurfacing, Azusa Way to 500' east of Hambledon Avenue	250,000	250,000	685,000
F	Crossroads Parkway South Reconstruction or Replacement with PCC Pavement (from the north side of the bridge over the Pomona Freeway to Crossroads Parkway North)	700,000	700,000	100,000
G	Bonelli Street reconstruction and resurfacing MP 13-03	540,000	540,000	530,000
H	Don Julian Road & Unruh Ave. Resurfacing, 6th Avenue to 7th Avenue & Don Julian/6th Avenue Traffic Signal	500,000	500,000	1,000,000
I	San Jose Avenue Reconstruction (500' west of Nogales Street to 400' west of Charlie Road)	1,600,000	1,600,000	1,750,000
J	Arenth Avenue Reconstruction from Fullerton Road to Nogales Street	7,000,000	7,000,000	3,990,000
K	Reconstruct Portions of Bixby Drive and Chestnut Street (near the peaker plant)	600,000	600,000	685,000
L	Coiner Court Reconstruction and Resurfacing	162,000	162,000	185,000

City of Industry
 CIP Project Budget Worksheet
 FY 19 Proposed CIP Budget
 Exhibit E

#	Project Name	FY 17-18 Adopted Budget	FY 17-18 Amended Budget	FY 18-19 Proposed Budget
M	6th Avenue Reconstruction from Lomitas Avenue to Valley Boulevard (co-op with L.A. County)	225,000	225,000	630,000
N	Pellissier Place Reconstruction and Resurfacing, Peck Road to Workman Mill Road	100,000	100,000	10,000
O	Louden Lane Resurfacing	133,000	133,000	135,000
P	Stafford Street Resurfacing from Unruh Avenue to Hudson Avenue	383,000	383,000	-
Q	Stoner Creek Road Reconstruction from Gale Avenue to Castleton Street, and Gale Avenue (east bound right turn lane including sidewalk, landscaping and embankment pavers at the bridge under the Pomona Freeway)	260,000	260,000	-
R	Rowland Avenue Reconstruction, Lawson Avenue to 800' west of Ajax Avenue	900,000	900,000	1,000,000
S	Lemon Avenue Improvements	951,724	951,724	1,000,000
T	Clark Avenue & 9th Avenue	100,000	100,000	105,000
U	Citywide Street Curb & Median Re-Painting	600,000	600,000	15,000
	Valley Boulevard PCC Pavement, Hacienda Boulevard to Turnbull Canyon Road	-	709,509	-
	Baldwin Park Blvd. & Amar Road Guardrail & Intersection Improvements	-	204,733	-
V	Valley Blvd - Old Valley to Azusa	-	-	200,000
W	Walnut Drive North Widening, Fairway to Nogales	-	-	600,000
X	East Gale Avenue (Auto Mall)	-	-	75,000
Y	Annual Bustop ADA Improvements	-	-	525,000
Z	Fullerton Road PCC, north of Rowland to Valley	-	-	400,000
AA	Business Parkway Reconstruction	-	-	200,000
AB	Annual Pavement Rehabilitation FY 19	-	-	1,300,000

City of Industry
 CIP Project Budget Worksheet
 FY 19 Proposed CIP Budget
 Exhibit E

#	Project Name	FY 17-18 Adopted Budget	FY 17-18 Amended Budget	FY 18-19 Proposed Budget
AC	Citywide Sign Replacement	-	-	695,000
AD	Gale Avenue Realignment	-	-	300,000
AE	Fairway Grade Separation Streetlight project	-	-	160,000
AF	Auto Mall Car Dealership Alley Improvements	-	-	80,000
Subtotal:		\$ 17,894,724	\$ 18,808,966	\$ 19,339,000
3. Bridge Widening, Seismic Retrofit, and Preventative Maintenance				
A	Azusa Avenue Bridge Painting (bridge spans over Valley Boulevard, UPRR R/W, San Jose Creek and Chestnut Street)	\$ 600,000	\$ 600,000	\$ 7,360,000
B	Grand Avenue Bridge Widening at San Jose Creek	250,000	250,000	320,000
C	Seismic Retrofit Anaheim-Puente Over San Jose Creek	250,000	250,000	370,000
D	Nelson Avenue Over Puente Creek	419,000	419,000	420,000
Subtotal:		\$ 1,519,000	\$ 1,519,000	\$ 8,470,000
4. Traffic Signal and Traffic Related Improvements				
	Don Julian Road and 6th Avenue Traffic Signal and Intersection Modifications (new signal; includes R/W)	\$ 570,000	\$ 570,000	\$ -
A	Traffic Signal and Intersection Modifications at Nelson Avenue and Sunset Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente)	1,000,000	1,000,000	1,000,000
B	Traffic Signal and Intersection Modifications at Nelson Avenue and Puente Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente and L.A. County)	1,000,000	1,000,000	1,000,000
C	Azusa Avenue and Temple Avenue Intersection Modifications (for dual right turn lanes for eastbound Temple Avenue to southbound Azusa Avenue)	1,000,000	1,000,000	950,000
Subtotal:		\$ 3,570,000	\$ 3,570,000	\$ 2,950,000
5. Storm Drain & Stormwater Improvements				
A	Ajax Avenue Storm Drain	\$ 560,000	\$ 560,000	\$ 325,000.0

City of Industry
CIP Project Budget Worksheet
FY 19 Proposed CIP Budget
Exhibit E

#	Project Name	FY 17-18 Adopted Budget	FY 17-18 Amended Budget	FY 18-19 Proposed Budget
	Grade Separation Pump House Upgrades	450,000	450,000	-
B	Regional Infiltration Basin - MS4 Requirement (San Angelo Park)	1,400,000	1,400,000	150,000
C	Catch Basin Retrofits Phase I - MS4 Requirement	550,000	550,000	200,000
D	Multi-Benefit Stormwater Capture Projects for USGR EWMP (30% design)	-	680,000	175,000
	City of Industry Stormwater Capture Project	-	650,000	-
E	Four Grade Separation Pump House Upgrades	-	250,444	1,730,000
F	Catch Basin Retrofits Phase II - MS4 Requirement	-	-	1,300,000
G	Kella Avenue Storm Drain	-	-	150,000
	Subtotal:	\$ 2,960,000	\$ 4,540,444	\$ 4,030,000
6. IPUC - Water Utility				
A	Starhill Lane & 3rd Avenue Waterline Improvements	\$ 58,000	\$ 58,000	\$ 545,000
B	4th Avenue & Trailside Waterline Improvements	-	-	648,000
C	Don Julian & basetdale Waterline Improvements	-	-	270,000
D	Lomitas Generator	-	-	338,000
	Subtotal:	\$ 58,000	\$ 58,000	\$ 1,801,000
7. IPUC - Electric Utility				
A	Electric Vehicle ("EV") Pay for Use Charging Stations at the Metrolink	\$ 310,000	\$ 310,000	\$ 385,000
B	Azusa-Chestnut Development (Distribution lines & service connections)	150,000	150,000	30,000
C	City Streelights Purchase & LED upgrade	2,880,000	2,880,000	3,230,000
D	IBC East Side Street Light, Cabling, & Fiber Optic Substructure Plan (PUI)	-	-	155,000
E	Grand Crossing Substation - Phase 1,2,3 Substructure & Cabling (PUI)	-	-	-
F	Metrolink Station Video Security System, Installation & Commission Services	-	-	98,000

City of Industry
CIP Project Budget Worksheet
FY 19 Proposed CIP Budget
Exhibit E

#	Project Name	FY 17-18 Adopted Budget	FY 17-18 Amended Budget	FY 18-19 Proposed Budget
G	Expansion of Solar Energy System at Metrolink Station	-	-	200,000
Subtotal:		\$ 3,340,000	\$ 3,340,000	\$ 4,098,000
8. Expo Center at Industry Hills				
A	Sewer Design - Expo Center Sewer Main Replacement	\$ 440,000	\$ 440,000	\$ 640,000
B	Painting the Grand Arena	760,000	760,000	1,200,000
C	Parking Lot Improvements	1,520,000	1,520,000	1,580,000
D	Pavillion Building Upgrades	750,000	750,000	-
E	Avalon Room	610,000	610,000	1,600,000
F	Patio Café Improvements	-	-	2,625,000
G	Expo Center Gate Entrance Improvements	220,000	220,000	295,000
H	Grand Arena Building Improvements	600,000	600,000	-
	Design Build Services for Solar Carport Canopy Power Generation System at City Hall	1,692,500	1,692,500	-
I	Expo Barn Facilities Lighting Design & Specification Services	-	-	155,000
J	Industry Hills Trail Grading Improvements Design	-	-	440,000
K	Industry Hills Trail Lighting Design	-	-	800,000
Subtotal:		\$ 6,592,500	\$ 6,592,500	\$ 9,335,000
9. Industry Hills Golf & Convention Facilities				
A	Repair settlement damage at the parking structure and adjacent employee parking area, including repairs of the perimeter parking lot lighting	\$ 300,000	\$ 300,000	\$ 375,000
B	Repair settlement damage at the laundry building	300,000	300,000	375,000
Subtotal:		\$ 600,000	\$ 600,000	\$ 750,000
10. Open Spaces/Tonner Canyon/Tres Hermanos				
A	Replacement of Steel Waterline Crossing over Brea Creek (\$175,000) and Upgrades of the Booster Pump Station at Brea Canyon Road (\$40,000) (Just East of the 57 Fwy)	\$ 325,000	\$ 325,000	\$ 325,000

City of Industry
 CIP Project Budget Worksheet
 FY 19 Proposed CIP Budget
Exhibit E

#	Project Name	FY 17-18 Adopted Budget	FY 17-18 Amended Budget	FY 18-19 Proposed Budget
B	Replacement of Water Lines and Valves	700,000	700,000	340,000
C	Follows Camp	-	-	350,000
D	Arnold Reservoir Rip Rap	-	-	350,000
Subtotal:		\$ 1,025,000	\$ 1,025,000	\$ 1,365,000
11. Civic Center Facilities				
A	City Hall Emergency Standby Power Generator	\$ 320,000	\$ 434,316	\$ 305,000
B	Design Build Services for Solar Carport Canopy Power Generation System at City Hall	1,692,500	1,692,500	430,000
C	LED Lighting Upgrade & Water Closet Replacement	-	14,535	-
D	City Hall Signage & Painting	-	-	130,000
Subtotal:		\$ 2,012,500	\$ 2,141,351	\$ 865,000
12. Facilities Improvements				
A	El Encanto Convalescent Hospital Roof Repair	\$ -	\$ 34,440	\$ 100,000
B	El Encanto Underground Electrical (Parking Lot Lighting)	-	-	82,000
C	Hudson Building Design, Phase 1	-	-	185,000
D	Hatcher Warehouse Upgrades	-	-	100,000
E	El Encanto - carpet, molding, wall covering & Hand Rails	-	-	465,000
F	El Encanto - Sub Acute Dialysis Center	-	-	280,000
G	Hudson Building, Phase 2	-	-	100,000
H	Hatcher Yard Facility Demolition	-	-	45,000
Subtotal:		\$ -	\$ 34,440	\$ 1,357,000
GRAND TOTALS		\$ 45,621,724	\$ 48,279,701	\$ 59,900,000

CITY COUNCIL

ITEM NO. 6.4

Back-up will be provided prior to the Meeting

CITY COUNCIL

ITEM NO. 6.5



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Yamini Pathak, Acting Director of Finance *Y*
Steven Avalos, Finance Manager *SA*

DATE: June 28, 2018

SUBJECT: Consideration of Resolution No. CC 2018-32 – A Resolution of the City Council of the City of Industry, California Approving and Establishing the Fiscal Year 2018-2019 Appropriations Limitation and Selecting the Growth in California Per Capita Income and County Population Growth Adjustment Factors for the City Pursuant to Article XIII B of the California Constitution

BACKGROUND

The Appropriations Limit is a State-mandated requirement for all cities that is required to be approved by the City Council by July 1st prior to the new fiscal year. The Appropriations Limit sets the annual cap for spending tax proceeds for the City of Industry ("City") for the fiscal year.

A public notice must be posted as to the availability of the documentation used in calculating the Appropriations Limit prior to adopting. The resolution may be adopted no sooner than fifteen (15) days after the date of posting on the notice.

DISCUSSION

The FY 2018-19 ("FY 19") Appropriations Limit has been calculated by using the growth in the non-residential assessed valuation due to new construction within the City and County of Los Angeles population growth adjustment factors. The FY 19 growth rate has been calculated to be 1.1464%, which increases the appropriations limit for the City to \$687,953,120. The public notice of the Appropriations Limit was posted to the City's bulletin board and website on June 5, 2018.

The Appropriations Limit calculation is attached for your reference and was developed in accordance with the FY 19 Proposed Operating Budget. Based on the calculation and City's adopted budget levels, the City will be well under the cap for FY 19.

FISCAL IMPACT

The Appropriations Limit of \$687,953,120 will be established for FY 2018-19. There is no fiscal impact associated with this report.

RECOMMENDATION

Staff recommends the City Council to adopt Resolution No. CC 2018-32, approving the Appropriations Limit for FY 2018-19.

Attachments:

1. Resolution CC 2018-32 – Resolution Approving the FY 19 Appropriations Limit
2. Exhibit A – Appropriations Limit Calculation

RESOLUTION NO. CC 2018-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING AND ESTABLISHING THE FISCAL YEAR 2018-19 APPROPRIATIONS LIMITATION AND SELECTING THE GROWTH IN CALIFORNIA PER CAPITA INCOME AND COUNTY POPULATION GROWTH ADJUSTMENT FACTORS FOR THE CITY PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION

WHEREAS, the Appropriations Limit is a State-mandated requirement that is required to be approved by the City Council by July 1st for the new fiscal year; and

WHEREAS, the Appropriations Limit sets the annual cap for spending tax proceeds the City can spend in the fiscal year; and

WHEREAS, a public notice must be published as to the availability of the documentation used in calculating the Appropriations Limit prior to adopting, in which the resolution may be adopted no sooner than fifteen (15) days after the date of posting on the notice; and

WHEREAS, the City posted its public notice of the Appropriations Limit calculation to the City's bulletin board and website on June 5, 2018; and

WHEREAS, the Appropriations Limit was developed in accordance with the FY 2018-19 ("FY 19") Proposed Operating Budget; and

WHEREAS, the FY 19 Appropriations Limit has been calculated by using the growth in the non-residential assessed valuation, which has been calculated to be 1.1464%, as a result of new construction within the City and County of Los Angeles population growth adjustment factors.

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

Section 1. The Appropriations Limit of the City of Industry for the 2018-2019 Fiscal Year is hereby approved and established at \$678,953,120 pursuant to Article XIII B of the California Constitution.

Section 2. The appropriations limit was calculated by using the Growth in the non-residential assessed valuation, which was calculated to be 1.1464%, due to new construction within the City and County of Los Angeles population growth adjustment factors.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry at a regular meeting held on June 28, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane Schlichting, City Clerk

EXHIBIT A

ANNUAL APPROPRIATIONS LIMIT CALCULATION
FOR FISCAL YEAR 2018-19

Inflation Factor (Selected higher of the following):				
Growth in the California per capita personal income	3.67%	State Department of Finance	1.0367 Factor	
Growth in the non-residential assessed valuation due to new construction within the City	14.06%	HDL Corn & Cone	1.1406 Factor	Selected for Calculation
Population Factor (Selected higher of the following):				
City	0	State Department of Finance		
County	0.51%	State Department of Finance	1.0051 Factor	Selected for Calculation

Annual Limits Calculation:

Appropriations Limit for Fiscal Year 2017-18: \$ 600,098,674 (A)

Adjustment Factors For Fiscal Year 2018-19:

Inflation Factor (B) Population Factor (C)

1.14060 1.00510

Combined Factor (B times C)

1.14640 0.1464 (D)

Adjustment for Inflation & Population (A times D): \$ 87,854,446

Appropriation Limit for Fiscal Year 2018-19: \$ 687,953,120

EXHIBIT B
APPROPRIATIONS SUBJECT TO THE ANNUAL LIMIT
FOR FISCAL YEAR 2018-19

A.	PROCEEDS OF TAXES	
	Property Tax	2,247,850
	Non-Property Tax	37,374,500
	Licenses and Permits	4,756,830
	Intergovernmental Revenues	-
	TOTAL PROCEEDS OF TAXES	<u>44,379,180</u>
B.	EXCLUSION	<u>-</u>
C.	NET INVESTMENT PROCEEDS OF TAXES	44,379,180
D.	INTEREST ALLOCATION	30,000
E.	APPROPRIATION SUBJECT TO LIMIT	<u>44,409,180</u>
F.	APPROPRIATION LIMIT FOR FY 2018-19 (EXHIBIT A)	687,953,120
G.	FY 2018-19 APPROPRIATIONS OVER/(UNDER) LIMIT	(643,543,940)



May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2017-2018	1-1-17	1-1-18	1-1-2018
Los Angeles				
Agoura Hills	0.10	20,858	20,878	20,878
Alhambra	0.28	86,420	86,665	86,665
Arcadia	0.34	57,506	57,704	57,704
Artesia	0.07	16,695	16,706	16,792
Avalon	0.18	3,860	3,867	3,867
Azusa	0.70	49,606	49,954	49,954
Baldwin Park	0.32	76,463	76,708	76,708
Bell	0.08	36,297	36,325	36,325
Bellflower	0.28	77,466	77,682	77,682
Bell Gardens	0.19	42,971	43,051	43,051
Beverly Hills	0.18	34,443	34,504	34,504
Bradbury	0.09	1,068	1,069	1,069
Burbank	0.11	107,029	107,149	107,149
Calabasas	0.47	24,183	24,296	24,296
Carson	0.37	93,453	93,799	93,799
Cerritos	0.07	50,025	50,058	50,058
Claremont	0.42	36,293	36,446	36,446
Commerce	0.05	13,061	13,067	13,067
Compton	0.12	99,751	99,872	99,872
Covina	0.21	48,901	49,006	49,006
Cudahy	0.06	24,328	24,343	24,343
Culver City	0.03	39,847	39,860	39,860
Diamond Bar	0.38	57,245	57,460	57,460
Downey	0.42	113,670	114,146	114,146
Duarte	0.06	21,999	22,013	22,013
El Monte	0.22	116,942	117,204	117,204
El Segundo	0.04	16,777	16,784	16,784
Gardena	0.42	60,987	61,246	61,246
Glendale	1.90	201,705	205,536	205,536
Glendora	0.48	52,452	52,703	52,703
Hawaiian Gardens	0.28	14,625	14,666	14,666
Hawthorne	0.07	88,706	88,772	88,772
Hermosa Beach	-0.06	19,684	19,673	19,673
Hidden Hills	-0.42	1,900	1,892	1,892
Huntington Park	0.08	59,425	59,473	59,473
Industry	0.00	437	437	437
Inglewood	0.07	113,476	113,559	113,559
Inwindale	2.55	1,414	1,450	1,450

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change 2017-2018	--- Population Minus Exclusions ---		Total Population
		1-1-17	1-1-18	1-1-2018
La Canada Flintridge	0.22	20,638	20,683	20,683
La Habra Heights	0.02	5,453	5,454	5,454
Lakewood	0.07	81,126	81,179	81,179
La Mirada	0.06	49,558	49,590	49,590
Lancaster	0.22	156,594	156,931	161,485
La Puente	0.11	40,640	40,686	40,686
La Verne	0.27	33,169	33,260	33,260
Lawndale	0.08	33,580	33,607	33,607
Lomita	0.27	20,659	20,715	20,715
Long Beach	0.20	477,565	478,498	478,561
Los Angeles	0.82	4,018,531	4,051,443	4,054,400
Lynwood	0.17	71,895	72,015	72,015
Malibu	0.14	12,939	12,957	12,957
Manhattan Beach	0.08	35,961	35,991	35,991
Maywood	0.08	28,021	28,044	28,044
Monrovia	0.13	38,735	38,787	38,787
Montebello	0.29	64,142	64,327	64,327
Monterey Park	0.14	62,154	62,240	62,240
Norwalk	0.28	106,440	106,735	107,546
Palmdale	0.16	158,658	158,905	158,905
Palos Verdes Estates	0.08	13,508	13,519	13,519
Paramount	0.16	55,909	56,000	56,000
Pasadena	0.70	143,379	144,388	144,388
Pico Rivera	0.14	64,170	64,260	64,260
Pomona	0.63	154,718	155,687	155,687
Rancho Palos Verdes	0.22	42,611	42,706	42,723
Redondo Beach	0.11	68,602	68,677	68,677
Rolling Hills	0.05	1,938	1,939	1,939
Rolling Hills Estates	0.06	8,106	8,111	8,111
Rosemead	0.60	54,940	55,267	55,267
San Dimas	0.10	34,471	34,507	34,507
San Fernando	0.17	24,560	24,602	24,602
San Gabriel	0.34	40,781	40,920	40,920
San Marino	0.13	13,255	13,272	13,272
Santa Clarita	0.58	215,348	216,589	216,589
Santa Fe Springs	0.65	18,172	18,290	18,335
Santa Monica	0.12	92,305	92,416	92,416
Sierra Madre	0.12	10,973	10,986	10,986
Signal Hill	1.68	11,555	11,749	11,749
South El Monte	0.09	20,864	20,882	20,882

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u> 2017-2018	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
		1-1-17	1-1-18	1-1-2018
South Gate	0.09	98,047	98,133	98,133
South Pasadena	0.08	26,026	26,047	26,047
Temple City	0.48	36,236	36,411	36,411
Torrance	0.06	149,157	149,245	149,245
Vernon	0.00	209	209	209
Walnut	1.01	30,151	30,457	30,457
West Covina	-0.04	108,289	108,245	108,245
West Hollywood	2.53	35,818	36,723	36,723
Westlake Village	0.06	8,353	8,358	8,358
Whittier	0.29	87,117	87,369	87,369
Unincorporated	0.23	1,053,894	1,056,312	1,057,162
County Total	0.51	10,221,888	10,274,346	10,283,729

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



THE CITY OF INDUSTRY NONRESIDENTIAL NEW CONSTRUCTION

2016/17 TO 2017/18 TAX YEARS - IN PARCEL NUMBER ORDER

Parcel	Use Category	Owner	Prior Year Improvements	Current Year Improvements	Percent Change
	Industrial		14,457,456	15,565,458	+ 7.7%
	Industrial		10,543,256	13,296,526	+ 26.1%
	Industrial		3,435,291	3,562,088	+ 3.7%
	Industrial		2,596,708	2,655,423	+ 2.3%
	Industrial		7,406,654	7,561,725	+ 2.1%
	Industrial		660,747	742,616	+ 12.4%
62 Parcels Listed			215,825,039	274,897,749	+ 27.4%

This calculation reflects the 2017/18 increase in taxable values for this city due to non-residential new construction as a percentage of the total taxable value **Increase** (as of the 2017/18 lien year roll date). This percentage may be used as an alternative to the change in California per-capita personal income for calculating a taxing agency's annual adjustment of its Appropriation Limit pursuant to Article XIIB of the State Constitution as Amended by Proposition 111 in June, 1990.

Total Change in Non-Residential Valuation Due to New Development	59,072,710
Less Automatic 2.000% Assessors's Inflation Adjustment	-1,181,454
<u>Actual Change in Non-Residential Valuation</u>	<u>57,891,256</u>
Change in Total Assessed Value	411,712,966
= Alternate 2018/19 Appropriations Limit Factor	14.06%

Includes taxable primary parcels with known nonresidential use codes, no prior lien year transfers, and improvement value increases greater than 2.0%
Change in Total Assessed Value is the assessed value change of the locally assessed secured and unsecured tax rolls.

Data Source: Los Angeles County Assessor 2017/18 Secured Tax Rolls

Prepared On 11/15/2017 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

CITY COUNCIL

ITEM NO. 6.6



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and City Council Members

FROM: Troy Helling, Acting City Manager *AH*

STAFF: Steven Itagaki, Contract Traffic Engineer, JMDiaz, Inc.
Joshua Nelson, Contract City Engineer, CNC Engineering

DATE: June 28, 2018

SUBJECT: Introduction and Consideration of Ordinance No. 805 of the City Council of the City of Industry, California Amending Section 10.40.010 of Chapter 10.40 (Speed Limits) of Title 10 (Vehicles and Traffic) of the City of Industry Municipal Code (First Reading)

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 May 23, 2018 Kimley-Horn conducted the 2018 Engineering and Traffic Survey, Phase 3. One hundred (100) samples for each direction of travel were collected if the street segment contained a raised median, or if it was designated by the City as needing two surveys per segment. A minimum of 40 observations were collected for each direction for the segments that did not contain a raised median and were designated as needing only one survey by the City.

On April 30, 2018 Los Angeles County conducted the Engineering and Traffic Survey on Vineland Avenue between the City of Baldwin Park boundary, 1,300 feet north of Rath Street and Nelson Avenue. The segment of Vineland Avenue between Amar Road and Ector Street 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 Vineland Avenue 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.

Kimley-Horn reviewed the following statistical analysis factors as part of the 2018 Engineering and Traffic Survey.

- 1.) **85th Percentile Speed.** The critical speed, or 85th percentile speed, is defined as that speed at or below which 85 percent of the traffic is moving. This factor is the primary guide in determining what speeds the majority of safe and reasonable drivers are traveling. Therefore, the practice is to set the speed limit to the nearest 5 mph increment from the critical speed unless other factors

require a lower limit. Speed limits set on this basis provide law enforcement officials with a means of controlling reckless or unreliable drivers who will not conform to what the majority finds reasonable.

- 2.) **The 10-mph Pace.** The 10-mph pace is the 10-mph increment range, which contains the largest number of recorded vehicles. The pace is a measure of the dispersion of speeds within the sample surveyed. Speed limits should normally be set to fall within the 10-mph pace. However, conditions not readily apparent to the driver or adhering to State mandated limits, such as in residential zones, may require setting speed limits below the 10-mph pace.
- 3.) **50th Percentile Speed.** The median speed, or 50th percentile speed, represents the mill-point value within the range of recorded speeds for a particular roadway location. In other words, 50 percent of the vehicles travel faster than and 50 percent travel slower than, the median speed. This value is another measure of the central tendency of the vehicle speed distribution. Typically, speed limits should not be set below the 50th percentile speed, since it would result in greater than 50-percent of the drivers exceeding the speed limit.
- 4.) **15th Percentile.** The 15th percentile is that speed at or below which 15 percent of the vehicles are traveling. This value is important in determining the minimum allowable speed limit, given that the vehicles traveling below this 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 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, illustrate the results of a thorough evaluation of the available data and indicate a recommended speed limit for each of the street segments surveyed. Table 2, on Pages 9-10, indicates that based upon this Engineering and Traffic Survey:

- There is no change to the existing speed limits at the following 14 locations:
 - Business Parkway (Lemon – Fairway)
 - Ferrero Parkway (Old Ranch – Grand)
 - Ferrero Parkway (Grand – Machlin)
 - Hacienda Boulevard (City Limits – Don Julian)
 - Fullerton Road (Valley – Arenth)
 - Fullerton Road (San Jose – Railroad)
 - Chestnut Street (Bixby – Anaheim and Puente Rd)
 - Don Julian Road (7th – Turnbull)
 - Don Julian Road (Turnbull – Hacienda)

- Nelson Avenue (Puente – Orange)
 - Nelson Avenue (Sunset – California)
 - Nogales Street (Gale – San Jose)
 - Nogales Street (San Jose – Arenth)
 - Nogales Street (Arenth – Valley)
- The recommended speed limits are lower than the existing speed limits at the following 2 locations:
 - Gale Avenue (Stoner Creek – Fullerton)
 - Gale Avenue (Fullerton – Jellick)
 - The recommended speed limit is higher than the existing speed limit at the following 11 locations:
 - Turnbull Canyon Road (Don Julian – Salt Lake)
 - Turnbull Canyon Road (Valley – Proctor)
 - Turnbull Canyon Road (Proctor – Don Julian)
 - Railroad Street (Azusa – Hatcher)
 - Railroad Street (Rowland – Fullerton)
 - Railroad Street (Fullerton – Charlie)
 - Crossroads Parkway South (Workman Mill Rd. – Crossroads Parkway N)
 - Crossroads Parkway North (City Boundary – Crossroads Parkway S)
 - Seventh Avenue (Salt Lake Ave. – Don Julian)
 - Arenth Avenue (Fullerton – Nogales)
 - Nelson Avenue (Hacienda – Glendora)

Los Angeles County Department of Public Works reviewed the following existing conditions as part of the Engineering and Traffic Survey. Supporting data is included in Exhibit C.

- There is no change to the existing speed limits at the following 2 locations within the shared jurisdiction between County of Los Angeles and City of Industry:
 - Vineland Avenue (south of Giordano)
 - Vineland Avenue (south of Temple)

Fiscal Impact:

No fiscal impact at this time.

Recommendation:

- 1) It is hereby recommended that the City Council approve the 2018 Engineering and Traffic Survey Phase 3, dated May 2018, and the Engineering and Traffic Survey on Vineland Avenue between the City of Baldwin Park boundary, 1,300 feet north of Rath Street and Nelson Avenue, dated April 30, 2018, and introduce for first reading Ordinance No. 805.

Exhibit:

- A. Ordinance No. 805.
 - B. Notice of Exemption
 - C. Final Report for the 2018 Engineering and Traffic Survey Phase 3, dated May 2018
– prepared by Kimley-Horn and Associates, Inc.
 - D. Engineering and Traffic Survey Report on Vineland Avenue between the City of
Baldwin Park Boundary, 1300 feet North of Rath Street and Nelson Avenue, dated
April 30, 2018 – prepared by Los Angeles County Department of Public Works.
-

TH/Sl:af

EXHIBIT A

Ordinance No. 805

[Attached]

ORDINANCE NO. 805

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDUSTRY,
CALIFORNIA AMENDING SECTION 10.40.010 (SPEED LIMITS ON CITY STREETS)
OF CHAPTER 10.40 (SPEED LIMITS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF
THE CITY OF INDUSTRY MUNICIPAL CODE**

WHEREAS, California Vehicle Code Section 22357 provides that whenever a local authority determines on the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe; and

WHEREAS, California Vehicle Code section 22358 provides that whenever a local authority determines on the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe; and

WHEREAS, Section 40802 (a)(2) of the California Vehicle Code states that speed limits for streets, other than a local street, road, or school zone, must be justified by an Engineering and Traffic Survey conducted less than five, seven, or ten years with conditions, prior to enforcement of that speed limit, if it is to be enforced by the use of radar; and

WHEREAS, the City Council approved the Engineering and Traffic Survey Phase 1 for certain street segments in Ordinance No. 794 on July 14, 2016; and

WHEREAS, the City Council approved the Engineering and Traffic Survey Phase 2 for certain street segments in Ordinance No. 804 on March 22, 2018; and

WHEREAS, the most recent Engineering and Traffic Survey for certain street segments was last completed in May 2018, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the survey recommended certain changes to or new speed limits for certain City streets, as set forth herein; and

WHEREAS, the City Council wishes to ensure that traffic speeds throughout the community are kept at a safe level given the conditions that exist on certain streets; and

WHEREAS, the City Council wishes to use electronic speed measurement equipment for speed enforcement on these certain streets; and

WHEREAS, the Ordinance establishing speed limits must be adopted to reflect speed limits that are to be established following the completion of the Engineering and Traffic Survey; and

WHEREAS, the California Manual of Traffic Control Devices describes the policy to be used in the State of California for setting speed limits, which requires that the posted speed be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic; and

WHEREAS, the City Council recognizes that the California Manual of Traffic Control Devices also allows the posted speed limit to be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with California Vehicle Code Sections 627 and 22358.5, if the Engineering and Traffic Survey documents the special conditions and justification for the lower speed limit and is approved by a registered Civil or Traffic Engineer; and

WHEREAS, the enforcement of speed limits by the use of radar is necessary in order to protect the safety of the residents of the City of Industry; and

WHEREAS, the City Council has determined that the speed limits set forth herein are most appropriate to facilitate the orderly movement of traffic within the City.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDUSTRY AS FOLLOWS:

SECTION 1. Recitals. The City Council finds that the above Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. CEQA Finding. The City Council finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance and the establishment of the regulations hereby will have a significant effect on the environment. The Ordinance is therefore exempt from review under the California Environmental Quality Act, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. The City Council hereby adopts a Notice of Exemption, and directs Staff to file same.

SECTION 3. Industry Municipal Code Amendment. The City Council hereby amends Section 10.40.010 (Speed Limits on City Streets) of the Industry Municipal Code to read in its entirety as follows:

10.40.010. Speed Limits on City Streets.

The California Vehicle Code provides that cities may by ordinance establish prima facie speed limits. It is determined, upon the basis of an engineering and traffic survey, that the following prima facie speed limits would facilitate the orderly movement of traffic and would be reasonable and safe. It is declared, that signs be erected, as appropriate, to provide notice of the following prima facie speed limits:

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
1.	Valley Blvd.	Turnbull Canyon Rd. to Proctor Ave.	50

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
2.	Valley Blvd.	Proctor Ave. to Hacienda Blvd.	45
3.	Valley Blvd.	Hacienda Blvd. to Stimson Ave.	50
4.	Valley Blvd.	Stimson Ave. to City Limit	50
5.	Valley Blvd.	Azusa Ave. to Hurley St.	50
6.	Valley Blvd.	Hurley St. to City Limit	50
7.	Azusa Ave.	Gemini St. to Temple Ave.	45
8.	Azusa Ave.	Hurley St. to Gemini St.	45
9.	Azusa Ave.	Railroad St. to Hurley St.	45
10.	Azusa Ave.	Gale Ave. to Railroad St.	45
11.	Azusa Ave.	SR-60 WB to Gale Ave.	40
12.	Gale Ave.	City Boundary/Fieldgate Ave. to Bixby Dr.	45
13.	Gale Ave.	Bixby Dr. to Azusa Ave.	40
14.	Gale Ave.	Azusa Ave. to Auto Mall West	45
15.	Gale Ave.	Auto Mall West to Stoner Creek Rd.	45
16.	Gale Ave.	Jellick Ave. to Coiner Ct.	40
17.	Baldwin Park Blvd.	Railroad Ave. to Temple Ave.	35
18.	Baldwin Park Blvd.	Temple Ave. to Amar Rd.	35
19.	Hacienda Blvd.	Stafford St. to Nelson Ave.	40
20.	Hacienda Blvd.	Valley Blvd. to Stafford St.	40
21.	Hacienda Blvd.	Don Julian Rd. to Valley Blvd.	40
22.	Temple Ave.	City Limits to Baldwin Park Blvd.	40
23.	Temple Ave.	Baldwin Park Blvd. to Valley Blvd.	40
24.	Fairway Dr.	San Jose Ave. to Business Pkwy.	40
25.	Fairway Dr.	Walnut Dr. N. to Walnut Dr. S.	40
26.	Fullerton Rd.	Arenth Ave. to San Jose Ave.	35
27.	Fullerton Rd.	SR-60 WB Ramp to SR-60EB Ramp	35
28.	Peck Rd.	City Boundary to Rooks Rd.	45
29.	Peck Rd.	Rooks Rd. to Pellissier Pl.	40
30.	Stoner Creek Rd.	Colima Rd. to Castleton St.	30
31.	Stoner Creek Rd.	Castleton St. to Gale Ave.	30

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
32.	Amar Rd.	Aileron Ave. to Echelon Ave.	40
33.	Colima Rd.	Azusa Ave. to Albatross Rd.	40
34.	Colima Rd.	Albatross Rd. to Hanover Rd.	40
35.	Colima Rd.	Hanover Rd. to Walnut Hall Rd.	40
36.	Colima Rd.	Walnut Hall Rd. to Stoner Creek Rd.	40
37.	Grand Ave.	Valley Blvd. to Ferrero Pkwy.	50
38.	Grand Ave.	Baker Pkwy. to SR-60 Fwy.	50
39.	Hambeldon Ave.	Valley Blvd. to Hurley St.	30
40.	Hurley St.	Azusa Ave. to Valley Blvd.	35
41.	Lemon Ave.	Valley Blvd. to Currier Rd.	40
42.	Lemon Ave.	Currier Rd. to City Limit	40
43.	Pelissier Pl.	Peck Rd. to Workman Mill Rd.	45
44.	Proctor Ave.	Athens Way to City Boundary	35
45.	Proctor Ave.	6 th Ave. to 7 th Ave.	35
46.	Proctor Ave.	7 th Ave. to 9 th Ave.	35
47.	Proctor Ave.	9 th Ave. to Turnbull Canyon Rd.	35
48.	Proctor Ave.	Turnbull Canyon Rd. to Valley Blvd.	35
49.	Rooks Rd.	Peck Rd. to Kella Ave.	25
50.	Seventh Ave.	Clark Ave. to Salt Lake Ave.	40
51.	Seventh Ave.	Don Julian Rd. to Proctor Ave.	40
52.	Seventh Ave.	Proctor Ave. to City Boundary	40
53.	Stimson Ave.	Gale Ave. to Valley Blvd.	35
54.	Sunset Ave.	Valley Blvd. to Nelson Ave.	40
55.	Arenth Ave.	Anaheim-Puente Rd. to Fullerton Rd.	40
56.	Baker Pkwy.	Cul de Sac to Grand Crossing Pkwy.	30
57.	Baker Pkwy.	Grand Crossing Pkwy. to Grand Ave.	45
58.	Chestnut St.	Anaheim Puente Rd. to Hatcher St.	35
59.	Don Julian Rd.	6 th Ave. to 7 th Ave.	35
60.	Echelon Ave.	Loukelton St. to Amar Rd.	25
61.	Giano Rd.	Valley Blvd. to City Boundary	30

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
62.	Loukelton St.	Echelon Ave. to City Boundary	25
63.	Nelson Ave.	Vineland Ave. to Puente Ave.	35
64.	Nelson Ave.	Orange Ave. to Sunset Ave.	35
65.	Nelson Ave.	California Ave. to Unruh Ave.	35
66.	Nelson Ave.	Unruh Ave. to Hacienda Blvd.	35
67.	Salt Lake Ave.	Turnbull Canyon Rd. to Patriot Pl.	40
68.	San Jose Ave.	Nogales St. to Fullerton Rd.	30
69.	Stephens St.	East of Stimson Ave. to Cul de Sac	30
70.	Walnut Hall Rd.	Colima Rd. to Castleton St.	35
71.	Walnut Dr. N.	Nogales St. to Otterbein Ave.	45
72.	Walnut Dr. N.	Otterbein Ave. to Fairway Dr.	45
73.	Walnut Dr. N.	Fairway Dr. to Tucker Ln.	45
74.	Albatross Rd.	Colima Rd. to Castleton St.	35
75.	Amar Rd.	Vineland Ave. to Canal Pl.	40
76.	Amar Rd.	Canal Pl. to Baldwin Park Rd.	40
77.	Brea Canyon Rd.	Spanish Ln. to Grand Crossing Rd.	50
78.	Castleton St.	Stoner Creek Rd. to Hanover Rd.	35
79.	Grand Crossing Pkwy.	Baker Pkwy. to Brea Canyon Rd.	40
80.	Kella Ave.	Kathleen St. to Rooks Rd.	25
81.	Nelson Ave.	Vineland Ave. to Puente Rd.	35
82.	Old Ranch Rd.	Brea Canyon Rd. to Ferrero Pkwy.	40
83.	Railroad Ave.	Temple Ave. to Baldwin Park Blvd.	35
84.	S. Lawson St.	Rowland Ave. to Railroad Ave.	35
85.	S. Mayo Ave.	Old Ranch Rd. to Grand Crossing Pkwy.	40
86.	Salt Lake Ave.	7 th Ave. to Turnbull Canyon Rd.	35
87.	Stafford St.	Sotro St. to Hacienda Blvd.	30
88.	Stafford St.	Glendora Ave. to Sotro Ave.	30
89.	Valley Blvd.	Azusa Ave. to Hambledon Ave.	50
90.	Vineland Ave.	Nelson Ave. to Valley Blvd.	35

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
91.	Vineland Ave.	Temple Ave. to Nelson Ave.	35
92.	Grand Ave.	Ferrero Pkwy. to Baker Pkwy.	50
93.	Bixby Dr.	Chestnut St. to Gale Ave.	30
94.	Castleton St.	Hanover Rd. to Albatross Rd.	30
95.	Hanover Rd.	Castleton St. to Colima Rd.	30
96.	N. California Ave.	Nelson Ave. to Valley Blvd.	30
97.	Orange Ave.	Nelson Ave. to Valley Blvd.	30
98.	S. Hatcher Ave.	Chestnut St. to Railroad St.	30
99.	Stafford St.	Hacienda Blvd. to Unruh Ave.	30
100.	6 th Ave.	Proctor Ave. to Don Julian Rd.	35
101.	9 th Ave.	Proctor Ave. to Don Julian Rd.	30
102.	Almahurst St.	Hanover Rd. to Albatross Rd.	35
103.	Bixby Dr.	Gale Ave. to Johnson Dr.	30
104.	Capitol Ave.	Mission Mill Rd. to Rose Hills Rd.	30
105.	Garcia Ln.	Grand Ave. to Faure Ave.	40
106.	Keystone St.	Stoner Creek Rd. to Walnut Hall Rd.	35
107.	N. Unruh Ave.	Nelson Ave. to Stafford St.	30
108.	Parriott Pl.	Don Julian Rd. to Salt Lake Ave.	30
109.	Parriott Pl.	El Encanto Rd. to Don Julian Rd.	35
110.	Parriott Pl.	Proctor Ave. to El Encanto Rd.	35
111.	Rowland St.	Hatcher Ave. to Lawson St.	40
112.	Rowland St.	Lawson St. to Fullerton Rd.	40
113.	Sotro St.	Glendora Ave. to Stafford St.	25
114.	Currier Rd.	Lemon Ave. to Brea Canyon Pkwy.	40
115.	Gale Ave.	Stoner Creek Rd. to Fullerton Rd.	40
116.	Gale Ave.	Fullerton Rd. to Jellick Rd.	40
117.	Turnbull Canyon Rd.	Don Julian Rd. to Salt Lake Ave.	35
118.	Turnbull Canyon Rd.	Valley Blvd. to Proctor Rd.	40
119.	Turnbull Canyon Rd.	Proctor Rd. to Don Julian Rd.	40
120.	Railroad St.	Azusa Ave. to Hatcher Rd.	40

<u>No.</u>	<u>Street</u>	<u>Location</u>	<u>Speed Limit (MPH)</u>
121.	Railroad St.	Rowland St. to Fullerton Rd.	40
122.	Railroad St.	Fullerton Rd. to Charlie Rd.	40
123.	Crossroads Parkway South	Workman Mill Rd. to Crossroads Parkway North	40
124.	Crossroads Parkway North	City Boundary – Crossroads Parkway South	40
125.	Seventh Ave.	Salt Lake Ave. to Don Julian Rd.	40
126.	Arenth Ave.	Fullerton Rd. to Nogales St.	40
127.	Nelson Ave.	Hacienda Blvd. to Glendora Ave.	35

SECTION 23. Official Survey. The "2018 Engineering and Traffic Survey Phase 3, May 2018, for the City of Industry," containing the findings and determinations of the Registered Engineer, incorporated herein and on file in the Office of the City Clerk, shall be the official Engineering and Traffic Survey of the City, a certified copy of which shall be disseminated to the County of Los Angeles Municipal and Superior Courts.

SECTION 24. Inconsistencies. Any provisions of the Industry Municipal Code, or appendices thereto, or any other resolution of the City, to the extent that they are inconsistent with this ordinance, and no further, are hereby repealed.

SECTION 25. Clerical Errors. The City Council directs the City Clerk to correct any clerical errors found in Chapter 10.40 (Speed Limits) of Title 10 (Vehicles and Traffic), including, but not limited to, typographical errors, irregular numbering, and incorrect section references.

SECTION 26. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

SECTION 27. Effective Date. In accordance with California Government Code §36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 28. Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Industry this 28th day of June 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

BY: _____
Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

EXHIBIT B

Notice of Exemption

[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: 2018 Engineering and Traffic Survey Phase 3

Project Location - Specific: Existing streets at various locations throughout the City of Industry

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

Description of Project: The scope of work involves changing the existing speed limit signs.

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

Name of Person or Agency Carrying Out Project: City of Industry

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:* 15061(b)(3)
- Statutory Exemptions. *State code number:*

Reasons why project is exempt: Section 15061 Review for Exemption (b) A project is exempt from CEQA if (3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This project involves traffic and engineering speed surveys on existing streets at various locations throughout the city and is exempt from CEQA.

Lead Agency

Contact Person: Troy Helling

Telephone: (626) 333-2211

Signature: _____

Date: 06-28-2018

Title: Acting City Manager

EXHIBIT C

Final Report for the 2018 Engineering and Traffic Survey Phase 3, dated May 2018 –
prepared by Kimley-Horn and Associates, Inc.

[Attached]



FINAL REPORT

FOR THE

CITY OF INDUSTRY 2018 ENGINEERING AND TRAFFIC SURVEY PHASE 3

May 2018

Prepared by:

Kimley»Horn

CERTIFICATION

I, Jean Fares, do hereby certify that this Engineering and Traffic Survey for the City of Industry was performed under my supervision. I certify that I am experienced in performing surveys of this type and duly registered in the State of California as a professional Traffic Engineer.



Jean Fares
05/23/2018

RTE# 2097

INTRODUCTION

This Engineering and Traffic Survey is intended to serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Industry (City). This survey was authorized by the City and independently conducted by the private consulting firm Kimley-Horn and Associates, Inc. Since changes in prevailing roadway conditions have occurred or roadways have been recently constructed, this study is required to determine if the existing speed limit is adequate and to determine the proper speed limit for the newly constructed roads.

Engineering and traffic surveys for speed limits are regularly conducted once every five (5) years by governing municipalities for the purpose of complying with Section 40802(a) of the *California Vehicle Code (CVC)* and the national *Uniform Vehicle Code*. Engineering and traffic surveys may be conducted every seven (7) years if criteria is met, or every ten (10) years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred as specified in Section 40802(c) of the *California Vehicle Code (CVC)*. In addition, an engineering and traffic survey should be conducted on newly constructed roadways or roadways where the roadway conditions have significantly changed.

The law requires that speed surveys must be performed with the use of radar or other electronic devices at locations where speed limits are to be enforced with the use of radar. The current survey must be completed within five years as specified in Section 40802(a); seven years as specified in Section 40802(c), or ten years as specified in Section 40802(c), of the date of the preceding survey. A survey allowed to expire after five years (as specified by Section 40802(a)), seven years (as specified by Section 40802(c)), or 10 years (as specified by Section 40802(c)), of the previous survey would constitute a speed trap as stated below:

40802. A "speed trap" is either of the following:

- (1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.
- (2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under subparagraph (A) of paragraph (2) of subdivision (a) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed involves the use of radar or any other electronic device that measures the speed of moving objects.

In addition, testimony and evidence based upon a speed trap is inadmissible in a court of law.

PURPOSE AND METHODOLOGY OF SPEED ZONE ESTABLISHMENT

Speed zones are primarily established to protect the general public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed limits are generally established at or near the 85th percentile speed, which is defined as the speed at or below which 85 percent of traffic is moving. Speed limits established on this basis conform to the consensus of those who drive on the highways as to what speed is reasonable and safe, and are not dependent on the judgment of one or a few individuals.

The Engineering and Traffic Survey, as defined in Section 627 of the CVC, must consider the prevailing speeds, collision records, pedestrian and bicycle activity, and roadway traffic and roadside conditions not readily apparent to the driver. Speed zones are also established to advice of road conditions or hazards, which may not be readily apparent to a reasonable driver. For this reason, a field review of related road/traffic variables is conducted which is considered in combination with the statistical data and collision history of a particular roadway segment to determine a safe and reasonable speed limit. The specific procedures used in the conduct of the Engineering and Traffic Study are outlined in the California *MUTCD 2014 Edition*. The statistical factors used to analyze the collected speed survey data are defined in the following section.

It should be noted that the CVC allows local authorities to increase or decrease the prima facie limits by ordinance or resolution to appropriate limits as determined by an engineering and traffic survey. Posted speed limits not defined in the CVC or established by ordinance are not valid.

According to Section 22352(a)(2)(A) of the CVC, the prima facie speed limit for streets in any business or residence district is twenty-five miles per hour. The definitions of business and residence district are as follows:

235. A "business district" is that portion of a highway and the property contiguous thereto
- (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or
 - (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.
515. A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district,
- (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or

(b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

STATISTICAL ANALYSIS FACTORS

Significant factors used to analyze the collected survey data are summarized below:

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

2014 CALIFORNIA MUTCD GUIDANCE BETWEEN ADJACENT SEGMENTS

The State of California Traffic Manual previously published by the California Department of Transportation previously set guidance on the preparation of Engineering and Traffic Surveys. Section 8-3.3 contained the guidance for establishing speed limits using an Engineering and Traffic Survey, and indicated that the speed limit should normally be established at the first five mile per hour increment below the 85th percentile speed. However, with the change to the 2014 California MUTCD, the guidance for establishing speed limits has been modified and the new requirements indicate:

“12a When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.

Option:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5.
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).”

12b If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Section 627 and 22358.5.

Support:

12c The following examples are provided to explain the application of these speed limit criteria:

- A. Using Option 1 above and first step is to round down: If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. As indicated by the option, this 35 mph established speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.
- B. Using Option 1 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is closest 5 mph increment to the 33 mph speed. As indicated by the option, this 35 mph speed limit could be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.
- C. Using Option 2 above and first step is to round up: If the 85th percentile speed in a speed survey for a location was 33 mph, instead of rounding up to 35 mph, the speed limit can be established at 30 mph, but no further reductions can be applied (which is allowed in the two examples above).”

This change in the guidance for establishing speed limits was incorporated into the analysis and recommendation of speed limits for this study.

ASSEMBLY BILL 321

Existing law establishes a 25 miles per hour prima facie limit when approaching or passing a school building or the grounds thereof, contiguous to a highway and posted up to 500 feet away from the school grounds, with a standard “SCHOOL” warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit also applies when approaching or passing school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard “SCHOOL” warning sign. A violation of that prima facie limit is an infraction.

Existing law allows a city or county, based on an engineering and traffic survey that the prima facie speed limit of 25 miles per hour is more than is reasonable or safe, by ordinance or resolution, to determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.

This bill additionally allows a city or county to establish in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, a 15 miles per hour prima facie limit when approaching, at a distance of less than 500 feet from, or passing, a school building or the grounds thereof, contiguous to a highway and posted with a school warning sign that indicates a speed limit of 15 miles per hour, while children are going to or leaving the school, either during school hours or during the noon recess period. The prima facie limit would also apply when approaching, at that same distance, or passing school grounds that are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with one of those signs.

The bill also provides that a 25 miles per hour prima facie limit in a residence district, on a highway with a posted speed limit of 30 miles per hour or slower, applies, as to those local authorities, when approaching, at a distance of 500 to 1,000 feet from, one of those areas where children are going to or leaving the school, either during school hours or during the noon recess period, that is posted with a school warning sign that indicates a speed limit of 25 miles per hour.

FIELD REVIEW

Kimley-Horn conducted the speed survey on street segments as requested. One hundred (100) samples for each direction of travel were collected if the street segment contained a raised median or if it was designated by the City as needing two surveys per segment. A Minimum of 40 observations were collected for each direction for the segments that did not contain a raised median and were designated as needing only one survey by the City.

The consultant’s team inspected all street segments for traffic related concerns, including visibility, driveways, existing land use and road conditions not readily apparent to motorists.

Examples of the field data collected for the purposes of analyzing related roadway characteristics as they pertain to the determination of appropriate speed limits are listed below:

1. Segment length, width and alignment;
2. Level of pedestrian and bicycle activity;
3. Traffic flow characteristics;
4. Number of lanes and other channelization/stripping factors;
5. Frequency of intersections, driveways and on-street parking;
6. Locations of stop signs, traffic signals, and other regulatory traffic control devices;
7. Roadway condition, bumps and dips;
8. Obstructions to driver/pedestrian visibility;
9. Land use and proximity of schools;
10. Uniformity with existing speed zones in adjacent jurisdictions; and,
11. Any other unusual conditions or hazards not readily apparent to the driver.

COLLISION HISTORY

The Engineering and Traffic Survey forms summarize the available collision information for each of the street segments. The summary of collision data was obtained for a period of three years. The related collisions, those not located at signalized intersections, were summarized for each segment. Based on the number of total collisions studied over the 36 month period and ADT counts collected by Kimley-Horn, a collision rate per million vehicle miles was calculated for each segment. To provide a general comparison of the collision rates on the segments to expected collisions rates for similar types of local roadways, the collision rates for each segment were compared to the statewide average rate listed in the 2013 Collision Data on California State Highways (road miles, travel, collisions, collision rates) as listed in Table 1.

TABLE 1

2013 California State Highways Collision Rates

Lane Type	Total Collision Rate Per Million Vehicle Miles (3-Year Rates for 14, 15 and 16)
2&3 Lanes	0.94
4 lanes (undivided highway)	1.31
4 lanes (divided highway)	1.18

Source: 2013 accident data on California State Highways published by State of California Business, Transportation and Housing Agency, Department of Transportation Division of Traffic Operations.

The current accident rate for each segment was calculated using the following formula:

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

- N: Number of accidents within the study segment in 3 years
- ADT: Average daily traffic for segment
- L: Length of segment
- D: Number of days in 1 year (365)

RESULTS AND RECOMMENDATIONS

Roadway conditions such as width, number of lanes, traffic control devices, and properly identified schools are readily apparent to the driver and should not influence the results of the Engineering and Traffic Survey.

The recommendations contained in this report are intended to establish prima facie speed limits. Prima facie limits attempt to advise the motorist and enforcement of the reasonable speed for a particular section of roadway for the prevailing conditions. In many cases, the recommendations may produce a uniform speed limit along the road.

The Engineering and Traffic Survey Sheets, presented in the **Appendix A**, illustrate the results of a thorough evaluation of the available data and indicate a recommended speed limit for each of the street segments surveyed.

Table 2, on Pages 9-10, indicates that based upon this Engineering and Traffic Survey:

- There is no change to the existing speed limits at the following 14 locations:
 - Business Parkway (Lemon – Fairway)
 - Ferrero Parkway (Old Ranch – Grand)
 - Ferrero Parkway (Grand – Machlin)
 - Hacienda Blvd (City Limits – Don Julian)
 - Fullerton Rd (Valley – Arent)
 - Fullerton Rd (San Jose – Railroad)
 - Chestnut St (Bixby – Anaheim and Puente Rd)
 - Don Julian Rd (7th – Turnbull)
 - Don Julian Rd (Turnbull – Hacienda)
 - Nelson Ave (Puente – Orange)
 - Nelson Ave (Sunset – California)

- Nogales St (Gale – San Jose)
- Nogales St (San Jose – Arenth)
- Nogales St (Arenth – Valley)
- The recommended speed limits are lower than the existing speed limits at the following 2 locations:
 - Gale Avenue (Stoner Creek – Fullerton)
 - Gale Avenue (Fullerton – Jellick)
- The recommended speed limit is higher than the existing speed limit at the following 11 locations:
 - Turnbull Canyon Road (Don Julian – Salt Lake)
 - Turnbull Canyon Road (Valley – Proctor)
 - Turnbull Canyon Road (Proctor – Don Julian)
 - Railroad St (Azusa – Hatcher)
 - Railroad St (Rowland – Fullerton)
 - Railroad St (Fullerton – Charlie)
 - Crossroads Parkway S (Workman Mill Rd – Crossroads Parkway N)
 - Crossroads Parkway N (City Boundary – Crossroads Parkway S)
 - Seventh Avenue (Salt Lake Ave – Don Julian)
 - Arenth Ave (Fullerton – Nogales)
 - Nelson Ave (Hacienda – Glendora)

Table 2
City of Industry
2016 Speed Survey Summary

No. of Location	Location Name	Segment Start	Segment End	Date	Direction	50th	85th	Length (ft)	Length (mi)	ADT	Collision Rate	Total Collisions	Expected Coll. Rate	Existing Posted	Limit Change	New Limit	Justification
11	Business Parkway	Lenon	Fairway	3/15/2016	Eastbound/Westbound	37	42	5366	1.02	5593	0.640	4	1.18	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
16	Ferrero Parkway	Old Ranch	Grand	3/15/2016	Eastbound/Westbound	35	40	2601	0.53	3428	0.592	1	1.31	40	No	40	85th Percentile speed applied.
17	Ferrero Parkway	Grand	Machin	3/15/2016	Eastbound/Westbound	39	45	2955	0.56	3065	0.000	0	1.31	40	No	40	85th Percentile speed rounded down per CVC Section 21400(b).
45	Turnbull Canyon Road	Don Julian	Salt Lake	3/16/2016	Northbound/Southbound	35	39	1153	0.22	15621	0.00	0	1.18	-	Yes	35	85th Percentile speed rounded down per CVC Section 21400(b). South of Salt Lake beyond City boundary has 35 mph speed limit.
46	Turnbull Canyon Road	Valley	Proctor	3/16/2016	Northbound/Southbound	37	43	1256	0.24	8934	0.430	1	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
47	Turnbull Canyon Road	Proctor	Don Julian	3/16/2016	Northbound/Southbound	38	44	1381	0.26	12658	0.814	3	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
54	Gale Avenue	Stoner Creek	Fullerton	8/24/2016	Eastbound/Westbound	39	43	2165	0.41	23332	2.005	21	1.31	45	Yes	40	Speed limit decreased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
55	Gale Avenue	Fullerton	Jelick	8/24/2016	Eastbound/Westbound	37	43	1426	0.27	16981	2.751	13	1.31	45	Yes	40	Speed limit decreased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
56	Hacienda Boulevard	City Limits	Don Julian	8/25/2016	Northbound/Southbound	39	44	1268	0.24	42150	0.542	6	1.18	40	No	40	85th Percentile speed rounded down per CVC Section 21400(b).
57	Fullerton Road	Valley	Arenth	8/24/2016	Northbound/Southbound	33	39	845	0.16	19288	1.776	6	1.31	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
58	Fullerton Road	San Jose	Railroad	8/24/2016	Northbound/Southbound	33	38	1162	0.22	19396	1.712	8	1.31	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).

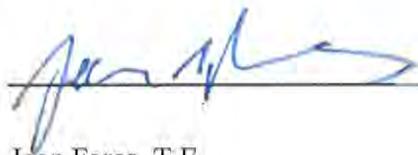
City of Industry
2016 Speed Survey
Summary

No. of Location	Location Name	Segment Start	Segment End	Date	Direction	50th	85th	Length (ft)	Length (mi)	ADT	Collision Rate	No. of Collisions	Expected Coll. Rate	Existing Posted	Limit Change	New Limit	Justification
59	Railroad Street	Azusa	Hatcher	8/25/2016	Eastbound/Westbound	33	40	2429	0.46	12562	0.474	3	1.31	35	Yes	40	Speed limit increased from existing. 85th Percentile speed applied.
60	Railroad Street	Rowland	Fullerton Rd	8/24/2016	Eastbound/Westbound	37	42	6495	1.23	2996	1.239	5	1.31	35	Yes	40	Speed limit increased from existing. 85th Percentile speed applied.
61	Railroad Street	Fullerton Rd	Charlie Rd	3/15/2018	Eastbound/Westbound	40	46	3105	0.59	2460	0.629	1	1.31	35	Yes	40	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
62	Crossroads Parkway S	Workman Mill Rd	Crossroads Parkway North	8/24/2016	Eastbound/Westbound	38	45	5069	0.96	9949	0.956	10	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed downgraded to maintain consistency with adjacent segment and due to horizontal curvature of street.
63	Crossroads Parkway N	City Boundary	Crossroads Parkway South	8/24/2016	Eastbound/Westbound	39	45	2640	0.50	10108	3.253	18	1.18	35	Yes	40	Speed limit increased from existing. 85th Percentile speed downgraded due to high collision rate.
64	Seventh Avenue	Salt Lake Ave	Don Julian	8/24/2016	Northbound/Southbound	40	45	2112	0.40	33628	0.405	6	1.31	35	Yes	40	Speed limit increased from existing. 85th Percentile speed downgraded to maintain consistency with adjacent segment.
65	Arenth Avenue	Fullerton Rd	Nogales St	8/24/2016	Eastbound/Westbound	37	44	5122	0.97	6485	0.726	5	1.31	35	Yes	40	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
66	Chestnut Street	Birby	Anaheim and Puente Road	8/30/2016	Eastbound/Westbound	35	41	3802	0.72	3311	1.532	4	0.94	35	No	35	85th Percentile speed downgraded due to high collision rate.
67	Don Julian Road	7th	Turnbull	8/24/2016	Eastbound/Westbound	37	39	4119	0.78	8542	0.411	3	1.31	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b) and maintain consistency with adjacent segments.
68	Don Julian Road	Turnbull	Hadenda	8/24/2016	Eastbound/Westbound	32	36	3749	0.71	8251	0.935	6	1.31	35	No	35	85th Percentile speed applied.
69	Nelson Avenue	Puente	Orange	3/16/2018	Eastbound/Westbound	35	40	3538	0.67	10235	0.133	1	0.94	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
70	Nelson Avenue	Sunset	California	8/24/2016	Eastbound/Westbound	34	39	1901	0.36	5994	0.000	0	0.94	35	No	35	85th Percentile speed rounded down per CVC Section 21400(b).
71	Nelson Avenue	Hacienda Blvd	Glendora	8/24/2016	Eastbound/Westbound	32	39	1954	0.37	2776	2.667	3	0.94	30	Yes	35	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
72	Nogales Street	Gale	San Jose	8/24/2016	Northbound/Southbound	39	44	1162	0.22	31713	0.000	0	1.18	40	No	40	85th Percentile speed rounded down per CVC Section 21400(b).
73	Nogales Street	San Jose	Arenth	8/24/2016	Northbound/Southbound	38	42	687	0.13	30402	0.462	2	1.18	40	No	40	85th Percentile speed applied.
74	Nogales Street	Arenth	Valley	8/25/2016	Northbound/Southbound	38	42	634	0.12	29644	0.513	2	1.18	40	No	40	85th Percentile speed applied.

Field Study By: Kimley-Horn and Associates, Inc.

CERTIFICATION:

I, Jean Fares, do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is complete. I certify that I am experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



5/23/2018

TR 2097

Jean Fares, T.E.

Date

State Registration Number

CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

11

STREET Business Parkway
FROM Lemon

CERTIFICATION DATE:
TO Fairway

SPEED FACTORS

Date of Speed Survey	3/15/2018	Posted Speed Limit	35
Time of Speed Survey	9:12 AM to 9:54 AM	Speed Justification	
50th Percentile Speed (Mean Speed)	37.0	85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	42.0		
10 mph Pace Speed	31 to 40		
Percentage of Vehicles in Pace	59.4%	Recommended Speed Limit	35
Number of Survey Samples	101		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	4
Collision Rate (ACC/MVM)	0.64
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

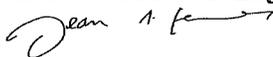
Average Daily Traffic	5,593	Date Counted	4/18/2017
Number of Lanes	2 lanes each direction with two-way left turn lane		
Type of Traffic Control	Signalized at Lemon Ave, Signalized at Fairway Dr, Railroad crossing midblock		
Crosswalks?	Yes, at Lemon Ave, at Fairway Dr		
Pedestrian Traffic	No		
Truck Traffic	Yes, frequent		
On-Street Parking	No Stopping Any Time signs both sides		
Sidewalks?	Yes, both sides		
Driveways?	Yes, frequent		

ROADWAY FACTORS

Length of Segment	5386'
Width	68'
Vertical Curve	No
Horizontal Curve	Yes, several
Visibility	Fair
Roadway Conditions	Fair
Lighting	Yes, both sides
Adjacent Land Use	Industrial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



5/23/2018

TE 2097

Jean Fares

Date

State Registration Number

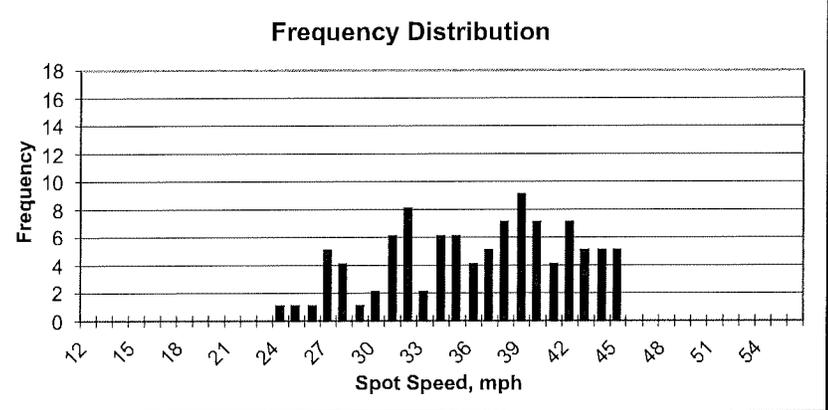
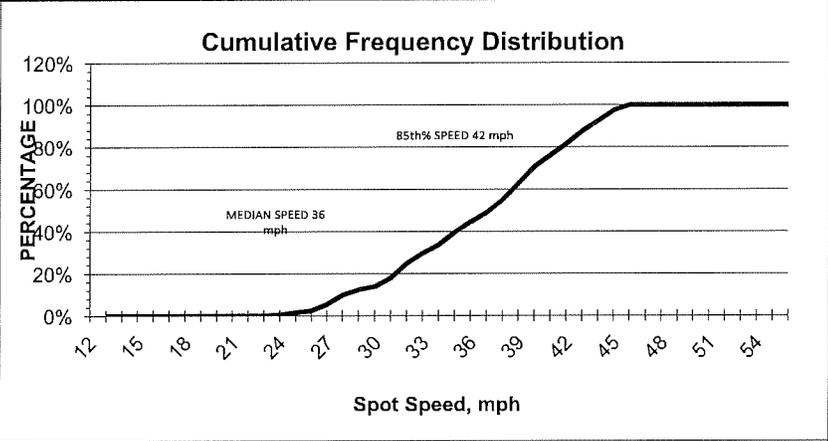
Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Business Pkwy
Spt.Sp.d. Location: Bet. Lemon Ave & Fairway Dr

Date: 3/15/2018 **Day:** Thursday
Time From: 9:12 AM **To:** 9:54 AM
Weather: Clear/Dry
Number of Lanes: 4
Posted Speed: 35 mph
Street Width: 68'
Comm./Resid.: Commercial
Direction: Eastbound/Westbound

Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.99%	0.99%
25	1	0.99%	1.98%
26	1	0.99%	2.97%
27	5	4.95%	7.92%
28	4	3.96%	11.88%
29	1	0.99%	12.87%
30	2	1.98%	14.85%
31	6	5.94%	20.79%
32	8	7.92%	28.71%
33	2	1.98%	30.69%
34	6	5.94%	36.63%
35	6	5.94%	42.57%
36	4	3.96%	46.53%
37	5	4.95%	51.49%
38	7	6.93%	58.42%
39	9	8.91%	67.33%
40	7	6.93%	74.26%
41	4	3.96%	78.22%
42	7	6.93%	85.15%
43	5	4.95%	90.10%
44	5	4.95%	95.05%
45	5	4.95%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

DATA ANALYSIS:
Average Speed: 36
Standard Deviation: 5
Standard error of the mean: 0.5
15th Percentile: 31
50th Percentile: 37
85th Percentile: 42
10 Mile Pace: 31 to 40
% of Samples in 10-Mile Pace: 59.41%
in 10 MPH pace: 60
Comments: _____



No. of Vehicles: 101 100%

Prepared by NDS/ATD

VOLUME

Business Pkwy Bet. Lemon Ave & Fairway Dr

Day: Tuesday
Date: 4/18/2017

City: City of Industry
Project #: CA17_5229_011

DAILY TOTALS					NB	SB	EB	WB	Total						
					0	0	2,889	2,704	5,593						
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL				
0:00			9	4	13	12:00			51	75	126				
0:15			5	7	12	12:15			43	47	90				
0:30			5	15	20	12:30			46	49	95				
0:45			6	25	7	33	12:45		62	202	47	218	109	420	
1:00			3		6	9	13:00		64		46	110			
1:15			2		5	7	13:15		48		33	81			
1:30			4		12	16	13:30		41		46	87			
1:45			4	13	3	26	7	39	22	175	64	189	86	364	
2:00			3		2	5	14:00		32		55	87			
2:15			4		10	14	14:15		57		38	95			
2:30			6		5	11	14:30		42		43	85			
2:45			6	19	11	28	17	47	47	178	51	187	98	365	
3:00			13		9	22	15:00		55		42	97			
3:15			13		8	21	15:15		47		53	100			
3:30			14		10	24	15:30		41		46	87			
3:45			22	62	15	42	37	104	42	185	34	175	76	360	
4:00			8		16	24	16:00		57		64	121			
4:15			2		16	18	16:15		64		39	103			
4:30			16		30	46	16:30		48		69	117			
4:45			18	44	10	72	28	116	51	220	40	212	91	432	
5:00			12		9	21	17:00		60		68	128			
5:15			19		21	40	17:15		59		38	97			
5:30			11		10	21	17:30		60		78	138			
5:45			32	74	7	47	39	121	68	247	46	230	114	477	
6:00			18		13	31	18:00		83		65	148			
6:15			10		15	25	18:15		68		41	109			
6:30			31		18	49	18:30		35		40	75			
6:45			43	102	23	69	66	171	45	231	16	162	61	393	
7:00			29		22	51	19:00		30		29	59			
7:15			48		16	64	19:15		19		11	30			
7:30			39		33	72	19:30		21		16	37			
7:45			74	190	34	105	108	295	15	85	5	61	20	146	
8:00			33		24	57	20:00		13		13	26			
8:15			45		55	100	20:15		27		9	36			
8:30			50		50	100	20:30		25		19	44			
8:45			67	195	43	172	110	367	8	73	7	48	15	121	
9:00			50		58	108	21:00		17		13	30			
9:15			37		50	87	21:15		15		7	22			
9:30			39		41	80	21:30		11		17	28			
9:45			30	156	40	189	70	345	14	57	2	39	16	96	
10:00			28		28	56	22:00		3		9	12			
10:15			28		35	63	22:15		6		11	17			
10:30			35		49	84	22:30		4		9	13			
10:45			41	132	48	160	89	292	8	21	4	33	12	54	
11:00			49		29	78	23:00		9		5	14			
11:15			44		43	87	23:15		3		4	7			
11:30			42		65	107	23:30		2		3	5			
11:45			47	182	50	187	97	369	7	21	8	20	15	41	
TOTALS				1194		1130		2324	TOTALS		1695		1574		3269
SPLIT %				51.4%		48.6%		41.6%	SPLIT %		51.9%		48.1%		58.4%

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	2,889	2,704	5,593

AM Peak Hour	8:15	11:30	11:30	PM Peak Hour	17:30	17:00	17:30
AM Pk Volume	212	237	420	PM Pk Volume	279	230	509
Pk Hr Factor	0.791	0.790	0.833	Pk Hr Factor	0.840	0.737	0.860
7 - 9 Volume	385	277	662	4 - 6 Volume	467	442	909
7 - 9 Peak Hour	7:45	8:00	8:00	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	202	172	367	4 - 6 Pk Volume	247	230	477
Pk Hr Factor	0.682	0.782	0.834	Pk Hr Factor	0.908	0.737	0.864

Prepared by NDS/ATD

Project #: CA17_5229_011

City: City of Industry

Location: Business Pkwy Bet. Lemon Ave & Fairway Dr

Date: 4/18/2017



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

16

STREET Ferrero Parkway
FROM Old Ranch

CERTIFICATION DATE:
TO Grand

SPEED FACTORS

Date of Speed Survey	3/15/2018	Posted Speed Limit	40
Time of Speed Survey	10:05 AM to 11:55 AM	Speed Justification	85th Percentile speed applied.
50th Percentile Speed (Mean Speed)	35.0		
85th Percentile Speed	40.0		
10 mph Pace Speed	31 to 40		
Percentage of Vehicles in Pace	63.7%	Recommended Speed Limit	40
Number of Survey Samples	102		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	1
Collision Rate (ACC/MVM)	0.50
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

Average Daily Traffic	3,428	Date Counted	4/18/2017
Number of Lanes	2 lanes each direction undivided		
Type of Traffic Control	Stop controlled at Grand Ave, stop controlled at Old Ranch Rd		
Crosswalks?	No		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes, frequent		
On-Street Parking	No Stopping or Parking Any Time signs both sides		
Sidewalks?	Yes, north side only		
Driveways?	Yes, few (north side only)		

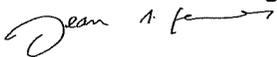
ROADWAY FACTORS

Length of Segment	2,801'
Width	48'
Vertical Curve	No
Horizontal Curve	No
Visibility	Clear
Roadway Conditions	Good
Lighting	Yes, both sides
Adjacent Land Use	Industrial / commercial (north), Railroad tracks (south)

Field Study By KHA

Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares

5/23/2018

Date

TE 2097

State Registration Number

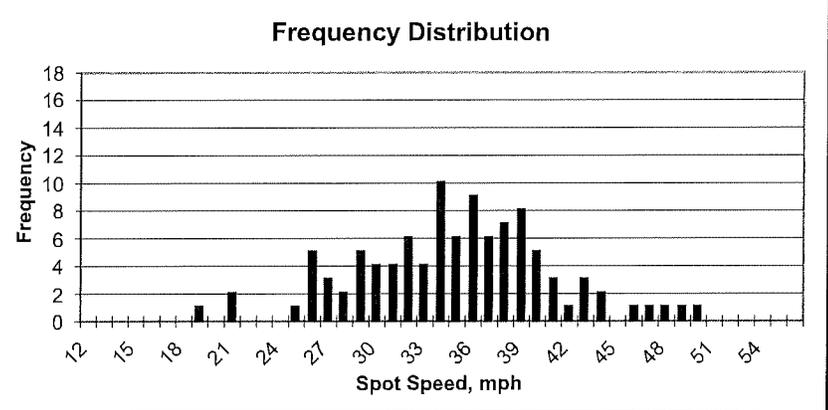
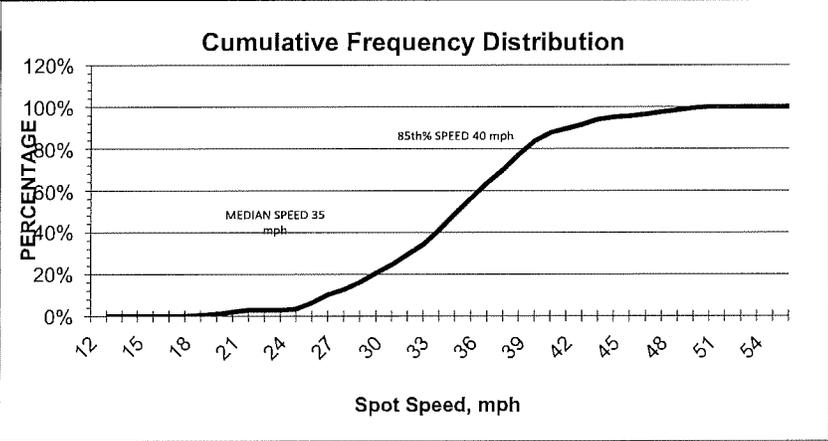
Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Ferrero Pkwy
Spt.Sp. Location: Bet. Old Ranch Rd & Grand Ave SB Connector

Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	1	0.98%	0.98%
20	0	0.00%	0.98%
21	2	1.96%	2.94%
22	0	0.00%	2.94%
23	0	0.00%	2.94%
24	0	0.00%	2.94%
25	1	0.98%	3.92%
26	5	4.90%	8.82%
27	3	2.94%	11.76%
28	2	1.96%	13.73%
29	5	4.90%	18.63%
30	4	3.92%	22.55%
31	4	3.92%	26.47%
32	6	5.88%	32.35%
33	4	3.92%	36.27%
34	10	9.80%	46.08%
35	6	5.88%	51.96%
36	9	8.82%	60.78%
37	6	5.88%	66.67%
38	7	6.86%	73.53%
39	8	7.84%	81.37%
40	5	4.90%	86.27%
41	3	2.94%	89.22%
42	1	0.98%	90.20%
43	3	2.94%	93.14%
44	2	1.96%	95.10%
45	0	0.00%	95.10%
46	1	0.98%	96.08%
47	1	0.98%	97.06%
48	1	0.98%	98.04%
49	1	0.98%	99.02%
50	1	0.98%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

Date: 3/15/2018 **Day:** Thursday
Time From: 10:05 AM **To:** 11:55 AM
Weather: Clear/Dry
Number of Lanes: 4
Posted Speed: 40 mph
Street Width: 48'
Comm./Resid.: Commercial
Direction: Eastbound/Westbound

DATA ANALYSIS:
Average Speed: 35
Standard Deviation: 6
Standard error of the mean: 0.59
15th Percentile: 29
50th Percentile: 35
85th Percentile: 40
10 Mile Pace: 31 to 40
% of Samples in 10-Mile Pace: 63.73%
in 10 MPH pace: 65
Comments: _____



No. of Vehicles: 102 100%

Prepared by NDS/ATD

VOLUME

Ferrero Pkwy Bet. Old Ranch Rd & Grand Ave

Day: Tuesday
Date: 4/18/2017

City: City of Industry
Project #: CA17_5229_016

DAILY TOTALS					NB	SB	EB	WB	Total
					1,555	1,873	0	0	3,428

AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
0:00	15	9			24	12:00	22	38			60
0:15	11	13			24	12:15	24	20			44
0:30	12	2			14	12:30	23	31			54
0:45	9	47	11	35	20	12:45	31	100	18	107	49
1:00	15	9			24	13:00	26	18			44
1:15	6	4			10	13:15	14	44			58
1:30	18	4			22	13:30	21	37			58
1:45	4	43	7	24	11	13:45	18	79	37	136	55
2:00	6	20			26	14:00	21	30			51
2:15	3	6			9	14:15	15	39			54
2:30	18	5			23	14:30	26	26			52
2:45	6	33	6	37	12	14:45	18	80	16	111	34
3:00	5	7			12	15:00	23	31			54
3:15	9	8			17	15:15	13	17			30
3:30	7	10			17	15:30	16	24			40
3:45	19	40	7	32	26	15:45	25	77	10	82	35
4:00	10	9			19	16:00	13	20			33
4:15	7	13			20	16:15	20	21			41
4:30	16	9			25	16:30	27	19			46
4:45	7	40	24	55	31	16:45	14	74	14	74	28
5:00	16	15			31	17:00	62	60			122
5:15	6	6			12	17:15	24	31			55
5:30	4	11			15	17:30	30	45			75
5:45	14	40	13	45	27	17:45	18	134	17	153	35
6:00	6	14			20	18:00	13	41			54
6:15	19	10			29	18:15	20	27			47
6:30	10	17			27	18:30	16	38			54
6:45	18	53	23	64	41	18:45	19	68	27	133	46
7:00	17	26			43	19:00	13	21			34
7:15	19	18			37	19:15	6	18			24
7:30	27	30			57	19:30	8	8			16
7:45	39	102	34	108	73	19:45	3	30	10	57	13
8:00	44	34			78	20:00	8	8			16
8:15	28	51			79	20:15	2	8			10
8:30	31	49			80	20:30	7	3			10
8:45	32	135	24	158	56	20:45	2	19	12	31	14
9:00	26	28			54	21:00	5	16			21
9:15	33	30			63	21:15	7	2			9
9:30	20	24			44	21:30	13	14			27
9:45	21	100	21	103	42	21:45	12	37	11	43	23
10:00	17	24			41	22:00	8	6			14
10:15	16	16			32	22:15	9	10			19
10:30	19	20			39	22:30	5	15			20
10:45	8	60	14	74	22	22:45	19	41	7	38	26
11:00	14	23			37	23:00	15	12			27
11:15	22	27			49	23:15	9	15			24
11:30	16	34			50	23:30	19	26			45
11:45	16	68	28	112	44	23:45	12	55	8	61	20
TOTALS	761	847			1608	TOTALS	794	1026			1820
SPLIT %	47.3%	52.7%			46.9%	SPLIT %	43.6%	56.4%			53.1%

DAILY TOTALS					NB	SB	EB	WB	Total
					1,555	1,873	0	0	3,428

AM Peak Hour	7:45	7:45	7:45	PM Peak Hour	17:00	17:00	17:00
AM Pk Volume	142	168	310	PM Pk Volume	134	153	287
Pk Hr Factor	0.807	0.824	0.969	Pk Hr Factor	0.540	0.638	0.588
7 - 9 Volume	237	266	503	4 - 6 Volume	208	227	435
7 - 9 Peak Hour	7:45	7:45	7:45	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	142	168	310	4 - 6 Pk Volume	134	153	287
Pk Hr Factor	0.807	0.824	0.969	Pk Hr Factor	0.540	0.638	0.588

Prepared by NDS/ATD

Project #: CA17_5229_016

City: City of Industry

Location: Ferrero Pkwy Bet. Old Ranch Rd & Grand

Date: 4/18/2017



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

17

STREET Ferrero Parkway
FROM Grand

CERTIFICATION DATE:
TO Machlin

SPEED FACTORS

Date of Speed Survey	3/15/2018	Posted Speed Limit	40
Time of Speed Survey	12:00 PM to 12:39 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	39.0	85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	45.0		
10 mph Pace Speed	34 to 43		
Percentage of Vehicles in Pace	59.2%	Recommended Speed Limit	40
Number of Survey Samples	103		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

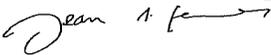
Average Daily Traffic	3,065	Date Counted	4/18/2017
Number of Lanes	2 lanes each direction undivided, merges to 1 lane west of Machlin		
Type of Traffic Control	Stop controlled at Grand Ave, knuckles and turns into Machlin to the west		
Crosswalks?	No		
Pedestrian Traffic	No		
Truck Traffic	Yes, frequent		
On-Street Parking	No Stopping or Parking Any Time signs both sides		
Sidewalks?	Yes, north side only		
Driveways?	Yes, few (north side only)		

ROADWAY FACTORS

Length of Segment	2,955'
Width	48'
Vertical Curve	Yes, crest curve at Grand
Horizontal Curve	No
Visibility	Crest curve limits visibility at Grand
Roadway Conditions	Good
Lighting	Yes, both sides
Adjacent Land Use	Industrial / commercial (north), Railroad tracks (south)

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/2018	TE 2097
	Date	State Registration Number

Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Ferrero Pkwy
Spt.Sp. Location: Bet. Grand Ave NB Connector & Machlin Ct

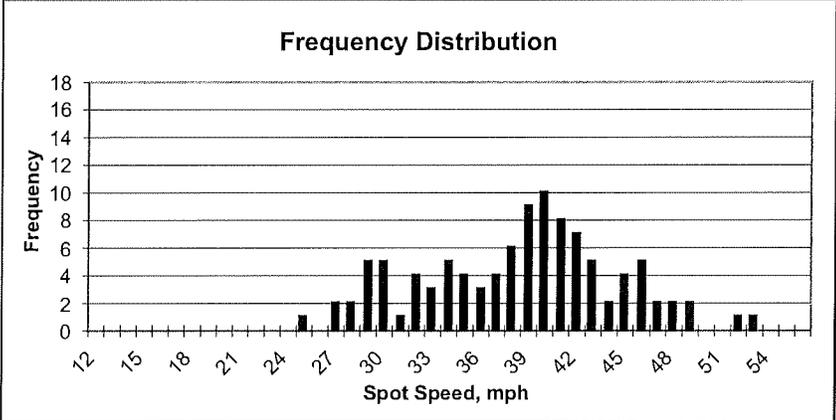
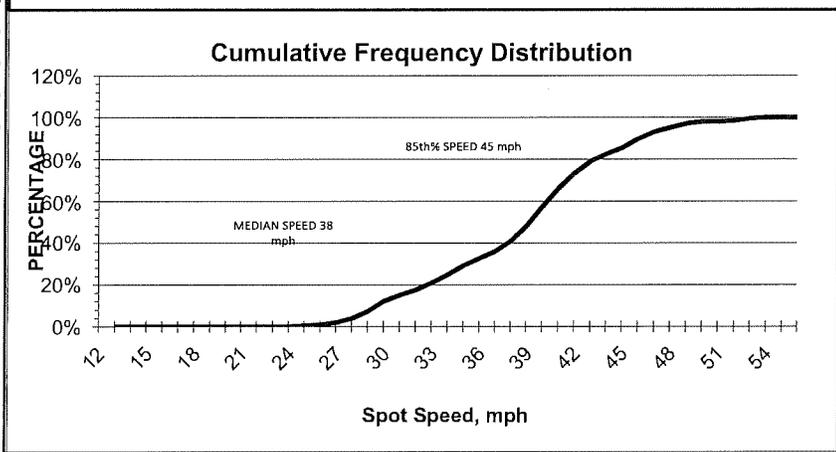
Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.97%	0.97%
26	0	0.00%	0.97%
27	2	1.94%	2.91%
28	2	1.94%	4.85%
29	5	4.85%	9.71%
30	5	4.85%	14.56%
31	1	0.97%	15.53%
32	4	3.88%	19.42%
33	3	2.91%	22.33%
34	5	4.85%	27.18%
35	4	3.88%	31.07%
36	3	2.91%	33.98%
37	4	3.88%	37.86%
38	6	5.83%	43.69%
39	9	8.74%	52.43%
40	10	9.71%	62.14%
41	8	7.77%	69.90%
42	7	6.80%	76.70%
43	5	4.85%	81.55%
44	2	1.94%	83.50%
45	4	3.88%	87.38%
46	5	4.85%	92.23%
47	2	1.94%	94.17%
48	2	1.94%	96.12%
49	2	1.94%	98.06%
50	0	0.00%	98.06%
51	0	0.00%	98.06%
52	1	0.97%	99.03%
53	1	0.97%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

Date: 3/15/2018 **Day:** Thursday
Time From: 12:00 PM **To:** 12:39 PM
Weather: Clear/Dry
Number of Lanes: 4
Posted Speed: 40 mph
Street Width: 48'
Comm./Resid.: Commercial
Direction: Eastbound/Westbound

DATA ANALYSIS:

Average Speed:	38
Standard Deviation:	6
Standard error of the mean:	0.59
15th Percentile:	31
50th Percentile:	39
85th Percentile:	45
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	59.22%
# in 10 MPH pace:	61

Comments:



No. of Vehicles: 103 100%

VOLUME

Ferrero Pkwy Bet. Grand Ave & Machilin Ct

Day: Tuesday
Date: 4/18/2017

City: City of Industry
Project #: CA17_5229_017

DAILY TOTALS					NB	SB	EB	WB	Total		
					1,504	1,561	0	0	3,065		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
0:00	1	2			3	12:00	27	91			118
0:15	1	1			2	12:15	49	40			89
0:30	3	14			17	12:30	37	27			64
0:45	1	6	1	18	2	12:45	47	160	32	190	79
1:00	2	0			2	13:00	41	27			68
1:15	4	1			5	13:15	28	27			55
1:30	1	2			3	13:30	31	21			52
1:45	1	8	1	4	2	13:45	30	130	13	88	43
2:00	0	15			15	14:00	17	20			37
2:15	0	0			0	14:15	13	25			38
2:30	1	0			1	14:30	19	17			36
2:45	0	1	1	16	1	14:45	11	60	27	89	38
3:00	0	0			0	15:00	18	47			65
3:15	0	1			1	15:15	13	27			40
3:30	1	0			1	15:30	11	27			38
3:45	9	10	0	1	9	15:45	17	59	11	112	28
4:00	3	1			4	16:00	8	21			29
4:15	0	0			0	16:15	6	11			17
4:30	0	1			1	16:30	11	18			29
4:45	1	4	0	2	1	16:45	14	39	34	84	48
5:00	0	1			1	17:00	12	161			173
5:15	7	0			7	17:15	8	58			66
5:30	13	1			14	17:30	15	81			96
5:45	53	73	10	12	63	17:45	7	42	41	341	48
6:00	21	8			29	18:00	8	81			89
6:15	13	1			14	18:15	6	60			66
6:30	5	5			10	18:30	3	29			32
6:45	11	50	3	17	14	18:45	1	18	26	196	27
7:00	10	4			14	19:00	2	17			19
7:15	29	2			31	19:15	3	23			26
7:30	52	12			64	19:30	0	16			16
7:45	93	184	7	25	100	19:45	2	7	6	62	8
8:00	95	9			104	20:00	3	11			14
8:15	100	11			111	20:15	3	10			13
8:30	69	15			84	20:30	0	4			4
8:45	81	345	16	51	97	20:45	3	9	4	29	7
9:00	52	6			58	21:00	0	2			2
9:15	47	20			67	21:15	0	1			1
9:30	22	10			32	21:30	2	0			2
9:45	26	147	14	50	40	21:45	4	6	3	6	7
10:00	16	23			39	22:00	2	3			5
10:15	25	9			34	22:15	3	0			3
10:30	14	9			23	22:30	2	1			3
10:45	21	76	21	62	42	22:45	0	7	1	5	1
11:00	12	17			29	23:00	1	2			3
11:15	13	16			29	23:15	1	1			2
11:30	18	26			44	23:30	2	2			4
11:45	15	58	36	95	51	23:45	1	5	1	6	2
TOTALS	962	353			1315	TOTALS	542	1208			1750
SPLIT %	73.2%	26.8%			42.9%	SPLIT %	31.0%	69.0%			57.1%

DAILY TOTALS					NB	SB	EB	WB	Total
					1,504	1,561	0	0	3,065

AM Peak Hour	7:45	11:45	7:45	PM Peak Hour	12:15	17:00	16:45
AM Pk Volume	357	194	399	PM Pk Volume	174	341	383
Pk Hr Factor	0.893	0.533	0.899	Pk Hr Factor	0.888	0.530	0.553
7 - 9 Volume	529	76	605	4 - 6 Volume	81	425	506
7 - 9 Peak Hour	7:45	8:00	7:45	4 - 6 Peak Hour	16:45	17:00	16:45
7 - 9 Pk Volume	357	51	399	4 - 6 Pk Volume	49	341	383
Pk Hr Factor	0.893	0.797	0.899	Pk Hr Factor	0.817	0.530	0.553

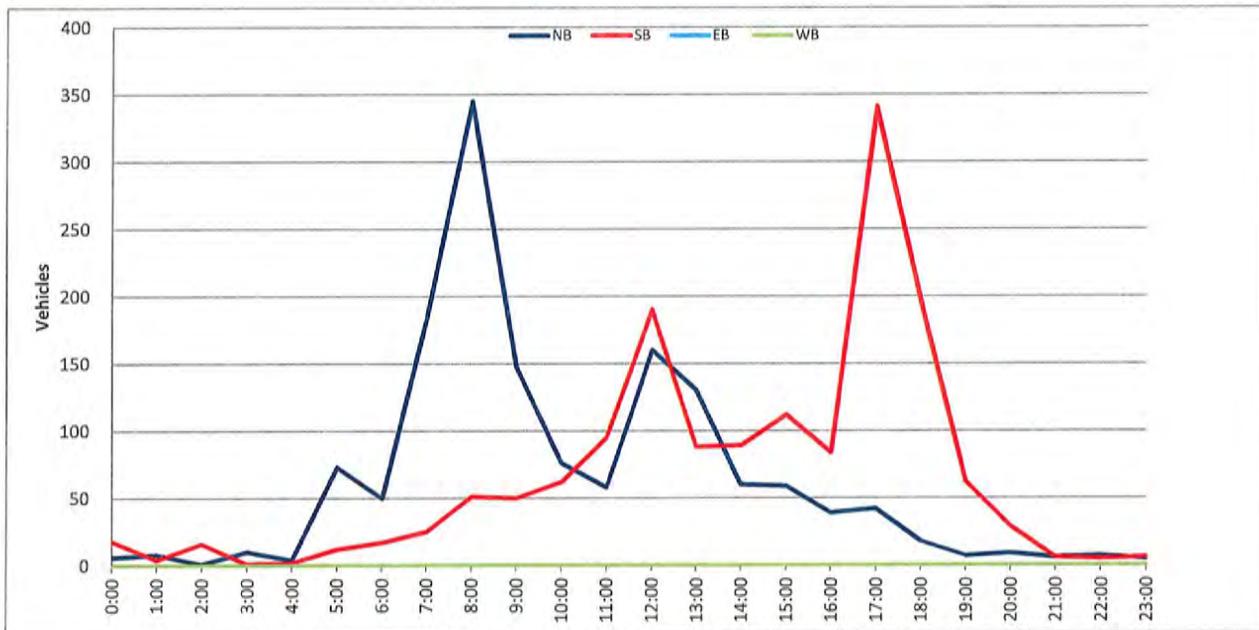
Prepared by NDS/ATD

Project #: CA17_5229_017

City: City of Industry

Location: Ferrero Pkwy Bet. Grand Ave & Machilin Ct

Date: 4/18/2017



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

45

STREET Turnbull Canyon Road
FROM Don Julian

CERTIFICATION DATE:
TO Salt Lake

SPEED FACTORS

Date of Speed Survey	3/16/2018	Posted Speed Limit	-
Time of Speed Survey	10:15 AM to 10:45 AM	Speed Justification	
50th Percentile Speed (Mean Speed)	35.0		85th Percentile speed rounded down per CVC Section 21400(b). South of Salt Lake beyond City boundary has 35 mph speed limit.
85th Percentile Speed	39.0		
10 mph Pace Speed	30 to 39		
Percentage of Vehicles in Pace	70.9%	Recommended Speed Limit	35
Number of Survey Samples	103		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

Average Daily Traffic	15,621	Date Counted	4/18/2017
Number of Lanes	Two lanes each direction with two-way left turn lane		
Type of Traffic Control	Signalized at Don Julian Rd, two-way stop controlled along Salt Lake Ave		
Crosswalks?	Yes, at Don Julian Rd		
Pedestrian Traffic	Yes		
Truck Traffic	Yes		
On-Street Parking	No, red curb both sides		
Sidewalks?	Yes, both sides		
Driveways?	Yes, frequent		

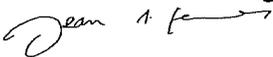
ROADWAY FACTORS

Length of Segment	1,153'
Width	64'
Vertical Curve	No
Horizontal Curve	No
Visibility	Clear
Roadway Conditions	Fair
Lighting	Yes, both sides
Adjacent Land Use	Industrial

Field Study By KHA

Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares

5/23/2018

Date

TE 2097

State Registration Number

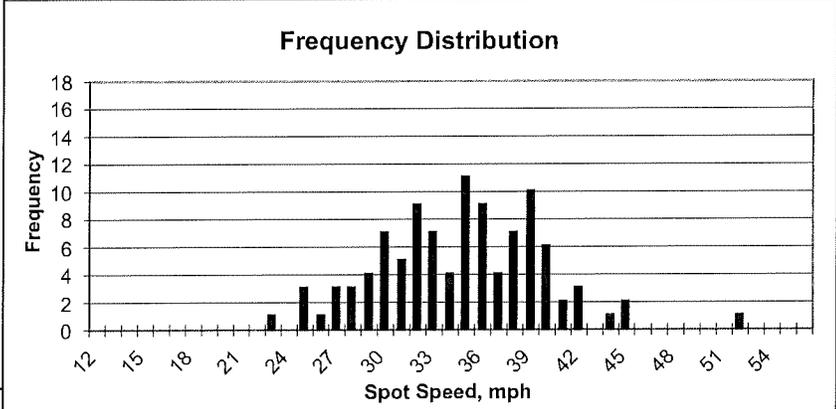
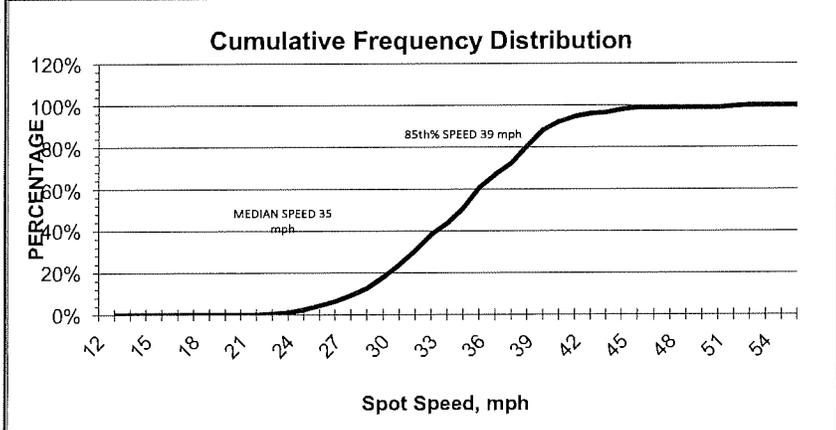
Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Turnbull Canyon Rd
Spt.Sp.d. Location: Bet. Don Julian Rd & Salt Lake Ave East Leg

Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.97%	0.97%
24	0	0.00%	0.97%
25	3	2.91%	3.88%
26	1	0.97%	4.85%
27	3	2.91%	7.77%
28	3	2.91%	10.68%
29	4	3.88%	14.56%
30	7	6.80%	21.36%
31	5	4.85%	26.21%
32	9	8.74%	34.95%
33	7	6.80%	41.75%
34	4	3.88%	45.63%
35	11	10.68%	56.31%
36	9	8.74%	65.05%
37	4	3.88%	68.93%
38	7	6.80%	75.73%
39	10	9.71%	85.44%
40	6	5.83%	91.26%
41	2	1.94%	93.20%
42	3	2.91%	96.12%
43	0	0.00%	96.12%
44	1	0.97%	97.09%
45	2	1.94%	99.03%
46	0	0.00%	99.03%
47	0	0.00%	99.03%
48	0	0.00%	99.03%
49	0	0.00%	99.03%
50	0	0.00%	99.03%
51	0	0.00%	99.03%
52	1	0.97%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

Date: 3/16/2018 **Day:** Friday
Time From: 10:15 AM **To:** 10:45 AM
Weather: Clear/Dry
Number of Lanes: 4
Posted Speed: 35 mph
Street Width: 64'
Comm./Resid.: Commercial
Direction: Northbound/Southbound

DATA ANALYSIS:
Average Speed: 35
Standard Deviation: 5
Standard error of the mean: 0.49
15th Percentile: 30
50th Percentile: 35
85th Percentile: 39
10 Mile Pace: 30 to 39
% of Samples in 10-Mile Pace: 70.87%
in 10 MPH pace: 73
Comments: _____



No. of Vehicles: 103 100%

Prepared by NDS/ATD

VOLUME

Turnbull Canyon Rd Bet. Don Julian Rd & Salt Lake Ave

Day: Tuesday
Date: 4/18/2017

City: City of Industry
Project #: CA17_5229_045

DAILY TOTALS						NB	SB	EB	WB	Total				
						0	0	7,859	7,762	15,621				
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			22	4	26	12:00			93	133	226			
0:15			6	8	14	12:15			135	132	267			
0:30			4	7	11	12:30			111	136	247			
0:45			17	49	11	30	12:45		130	469	104	505	234	974
1:00			7	8	15	13:00			106	119	225			
1:15			7	4	11	13:15			121	114	235			
1:30			7	5	12	13:30			113	174	287			
1:45			5	26	6	23	11	49	103	443	134	541	237	984
2:00			3	7	10	14:00			100	154	254			
2:15			5	3	8	14:15			137	118	255			
2:30			8	12	20	14:30			150	175	325			
2:45			8	24	7	29	15	53	155	542	163	610	318	1152
3:00			9	20	29	15:00			196	141	337			
3:15			8	10	18	15:15			151	138	289			
3:30			16	9	25	15:30			173	176	349			
3:45			16	49	10	49	26	98	141	661	144	599	285	1260
4:00			10	21	31	16:00			167	143	310			
4:15			15	22	37	16:15			144	166	310			
4:30			39	19	58	16:30			187	180	367			
4:45			47	111	24	86	71	197	155	653	170	659	325	1312
5:00			38	26	64	17:00			155	234	389			
5:15			32	33	65	17:15			146	158	304			
5:30			39	46	85	17:30			188	192	380			
5:45			70	179	47	152	117	331	132	621	138	722	270	1343
6:00			37	47	84	18:00			157	143	300			
6:15			47	43	90	18:15			122	130	252			
6:30			78	58	136	18:30			117	108	225			
6:45			111	273	78	226	189	499	90	486	113	494	203	980
7:00			119	131	250	19:00			80	80	160			
7:15			186	195	381	19:15			77	73	150			
7:30			228	156	384	19:30			75	79	154			
7:45			224	757	107	589	331	1346	59	291	80	312	139	603
8:00			159	119	278	20:00			59	57	116			
8:15			168	115	283	20:15			45	49	94			
8:30			158	100	258	20:30			47	41	88			
8:45			120	605	96	430	216	1035	30	181	48	195	78	376
9:00			117	89	206	21:00			44	33	77			
9:15			108	92	200	21:15			34	43	77			
9:30			101	103	204	21:30			47	29	76			
9:45			87	413	106	390	193	803	32	157	40	145	72	302
10:00			85	122	207	22:00			25	29	54			
10:15			95	88	183	22:15			28	32	60			
10:30			104	109	213	22:30			21	26	47			
10:45			96	380	80	399	176	779	15	89	23	110	38	199
11:00			89	88	177	23:00			11	12	23			
11:15			93	102	195	23:15			7	15	22			
11:30			89	126	215	23:30			10	14	24			
11:45			96	367	103	419	199	786	5	33	7	48	12	81
TOTALS			3233	2822	6055	TOTALS			4626	4940	9566			
SPLIT %			53.4%	46.6%	38.8%	SPLIT %			48.4%	51.6%	61.2%			

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	7,859	7,762	15,621

AM Peak Hour	7:15	7:00	7:15	PM Peak Hour	14:45	16:45	16:45
AM Pk Volume	797	589	1374	PM Pk Volume	675	754	1398
Pk Hr Factor	0.874	0.755	0.895	Pk Hr Factor	0.861	0.806	0.898
7 - 9 Volume	1362	1019	2381	4 - 6 Volume	1274	1381	2655
7 - 9 Peak Hour	7:15	7:00	7:15	4 - 6 Peak Hour	16:00	16:45	16:45
7 - 9 Pk Volume	797	589	1374	4 - 6 Pk Volume	653	754	1398
Pk Hr Factor	0.874	0.755	0.895	Pk Hr Factor	0.873	0.806	0.898

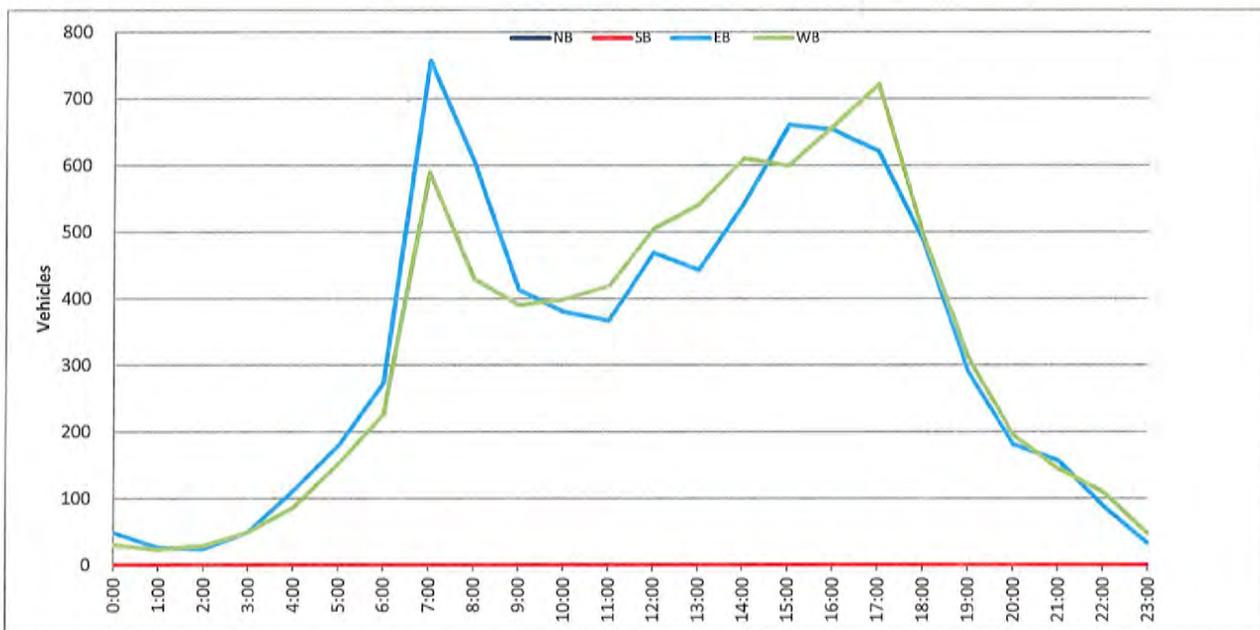
Prepared by NDS/ATD

Project #: CA17_5229_045

City: City of Industry

Location: Turnbull Canyon Rd Bet. Don Julian Rd &

Date: 4/18/2017



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

46

STREET Turnbull Canyon Road
FROM Valley

CERTIFICATION DATE:
TO Proctor

SPEED FACTORS

Date of Speed Survey 3/16/2018
Time of Speed Survey 11:15 AM to 11:39 AM
50th Percentile Speed (Mean Speed) 37.0
85th Percentile Speed 43.0
10 mph Pace Speed 33 to 42
Percentage of Vehicles in Pace 68.6%
Number of Survey Samples 105

Posted Speed Limit 35
Speed Justification
Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
Recommended Speed Limit 40

COLLISION HISTORY

Number of Years Studied 3
Total Collisions 1
Collision Rate (ACC/MVM) 0.43
Expected Collisions (ACC/MVM) 1.18

TRAFFIC FACTORS

Average Daily Traffic 8,934 **Date Counted** 4/18/2017
Number of Lanes Two lanes each direction with two-way left turn lane
Type of Traffic Control Signalized at Valley Blvd, signalized at Proctor Ave
Crosswalks? Yes, at Valley Blvd, at Proctor Ave
Pedestrian Traffic Few
Truck Traffic Yes
On-Street Parking No, red curb both sides
Sidewalks? Yes, both sides
Driveways? Yes, frequent

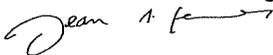
ROADWAY FACTORS

Length of Segment 1,256'
Width 64'
Vertical Curve No
Horizontal Curve No
Visibility Clear
Roadway Conditions Fair
Lighting Yes, both sides
Adjacent Land Use Commercial / Industrial

Field Study By KHA

Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



5/23/2018

TE 2097

Jean Fares

Date

State Registration Number

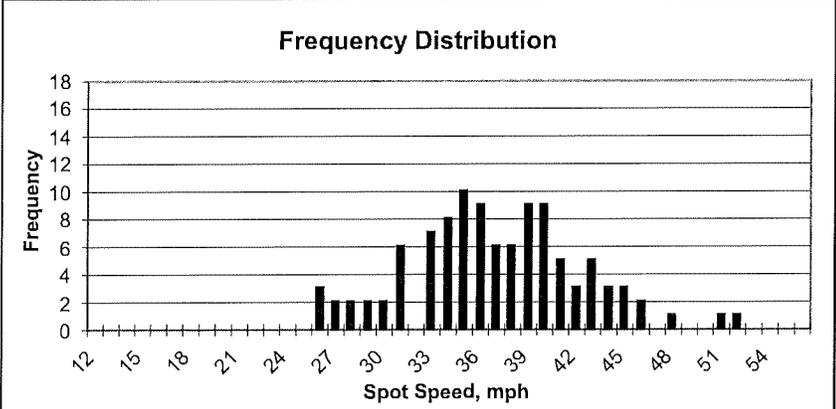
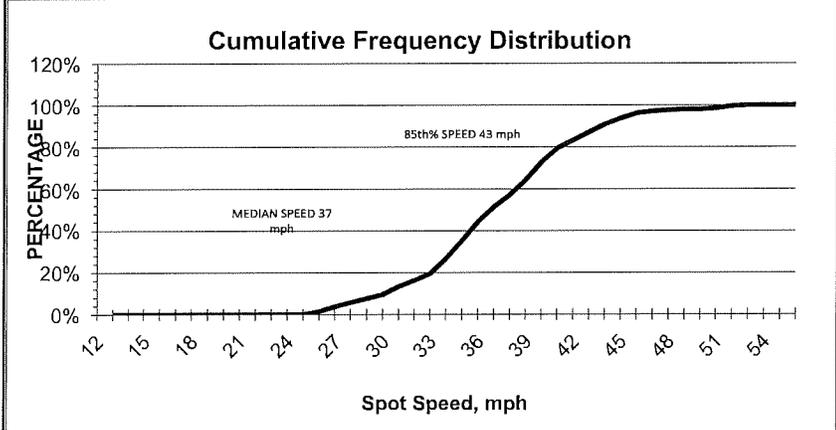
Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Turnbull Canyon Rd
Spt.Sp.d. Location: Bet. Valley Blvd & Proctor Ave

Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	3	2.86%	2.86%
27	2	1.90%	4.76%
28	2	1.90%	6.67%
29	2	1.90%	8.57%
30	2	1.90%	10.48%
31	6	5.71%	16.19%
32	0	0.00%	16.19%
33	7	6.67%	22.86%
34	8	7.62%	30.48%
35	10	9.52%	40.00%
36	9	8.57%	48.57%
37	6	5.71%	54.29%
38	6	5.71%	60.00%
39	9	8.57%	68.57%
40	9	8.57%	77.14%
41	5	4.76%	81.90%
42	3	2.86%	84.76%
43	5	4.76%	89.52%
44	3	2.86%	92.38%
45	3	2.86%	95.24%
46	2	1.90%	97.14%
47	0	0.00%	97.14%
48	1	0.95%	98.10%
49	0	0.00%	98.10%
50	0	0.00%	98.10%
51	1	0.95%	99.05%
52	1	0.95%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

Date: 3/16/2018 **Day:** Friday
Time From: 11:15 AM **To:** 11:39 AM
Weather: Clear/Dry
Number of Lanes: 4
Posted Speed: 35 mph
Street Width: 64'
Comm./Resid.: Commercial
Direction: Northbound/Southbound

DATA ANALYSIS:
Average Speed: 37
Standard Deviation: 5
Standard error of the mean: 0.49
15th Percentile: 31
50th Percentile: 37
85th Percentile: 43
10 Mile Pace: 33 to 42
% of Samples in 10-Mile Pace: 68.57%
in 10 MPH pace: 72
Comments: _____



No. of Vehicles: 105 100%

Prepared by NDS/ATD

VOLUME

Turnbull Canyon Rd Bet. Valley Blvd & Proctor Ave

Day: Tuesday
Date: 18-04-2017

City: City of Industry
Project #: CA17_5229_046

DAILY TOTALS						NB	SB	EB	WB	Total				
						0	0	4,426	4,508	8,934				
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			13	5	18	12:00			70	69	139			
0:15			3	4	7	12:15			61	78	139			
0:30			4	8	12	12:30			53	70	123			
0:45			4	24	1	18	12:45		70	254	66	283	136	537
1:00			6	3	9	13:00			51	63	114			
1:15			5	4	9	13:15			70	70	140			
1:30			2	2	4	13:30			78	86	164			
1:45			3	16	2	11	13:45		72	271	71	290	143	561
2:00			4	1	5	14:00			57	69	126			
2:15			1	2	3	14:15			65	83	148			
2:30			3	5	8	14:30			122	81	203			
2:45			1	9	3	11	14:45		94	338	90	323	184	661
3:00			5	8	13	15:00			105	71	176			
3:15			2	2	4	15:15			95	71	166			
3:30			4	6	10	15:30			129	73	202			
3:45			4	15	14	30	15:45		79	408	84	299	163	707
4:00			4	13	17	16:00			113	63	176			
4:15			1	17	18	16:15			101	85	186			
4:30			11	34	34	16:30			120	76	196			
4:45			18	34	35	99	16:45		108	442	89	313	197	755
5:00			16	19	35	17:00			129	97	226			
5:15			8	30	38	17:15			132	85	217			
5:30			10	47	57	17:30			101	80	181			
5:45			17	51	55	151	17:45		114	476	77	339	191	815
6:00			20	27	47	18:00			101	71	172			
6:15			12	40	52	18:15			92	65	157			
6:30			37	50	87	18:30			62	53	115			
6:45			34	103	73	190	18:45		53	308	43	232	96	540
7:00			44	92	136	19:00			53	41	94			
7:15			74	129	203	19:15			46	36	82			
7:30			104	99	203	19:30			43	45	88			
7:45			91	313	75	395	19:45		35	177	41	163	76	340
8:00			79	83	162	20:00			33	23	56			
8:15			71	87	158	20:15			23	30	53			
8:30			76	75	151	20:30			32	25	57			
8:45			67	293	79	324	20:45		19	107	20	98	39	205
9:00			62	80	142	21:00			21	17	38			
9:15			47	57	104	21:15			21	23	44			
9:30			53	67	120	21:30			29	17	46			
9:45			47	209	58	262	21:45		21	92	21	78	42	170
10:00			40	78	118	22:00			16	15	31			
10:15			48	51	99	22:15			13	21	34			
10:30			49	72	121	22:30			12	7	19			
10:45			60	197	53	254	22:45		11	52	14	57	25	109
11:00			50	68	118	23:00			13	7	20			
11:15			43	64	107	23:15			5	7	12			
11:30			53	71	124	23:30			14	5	19			
11:45			55	201	59	262	23:45		4	36	7	26	11	62
TOTALS			1465	2007	3472	TOTALS			2961	2501	5462			
SPLIT %			42.2%	57.8%	38.9%	SPLIT %			54.2%	45.8%	61.1%			

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	4,426	4,508	8,934

AM Peak Hour	7:15	7:00	7:15	PM Peak Hour	16:30	16:45	16:30
AM Pk Volume	348	395	734	PM Pk Volume	489	351	836
Pk Hr Factor	0.837	0.766	0.904	Pk Hr Factor	0.926	0.905	0.925
7 - 9 Volume	606	719	1325	4 - 6 Volume	918	652	1570
7 - 9 Peak Hour	7:15	7:00	7:15	4 - 6 Peak Hour	16:30	16:45	16:30
7 - 9 Pk Volume	348	395	734	4 - 6 Pk Volume	489	351	836
Pk Hr Factor	0.837	0.766	0.904	Pk Hr Factor	0.926	0.905	0.925

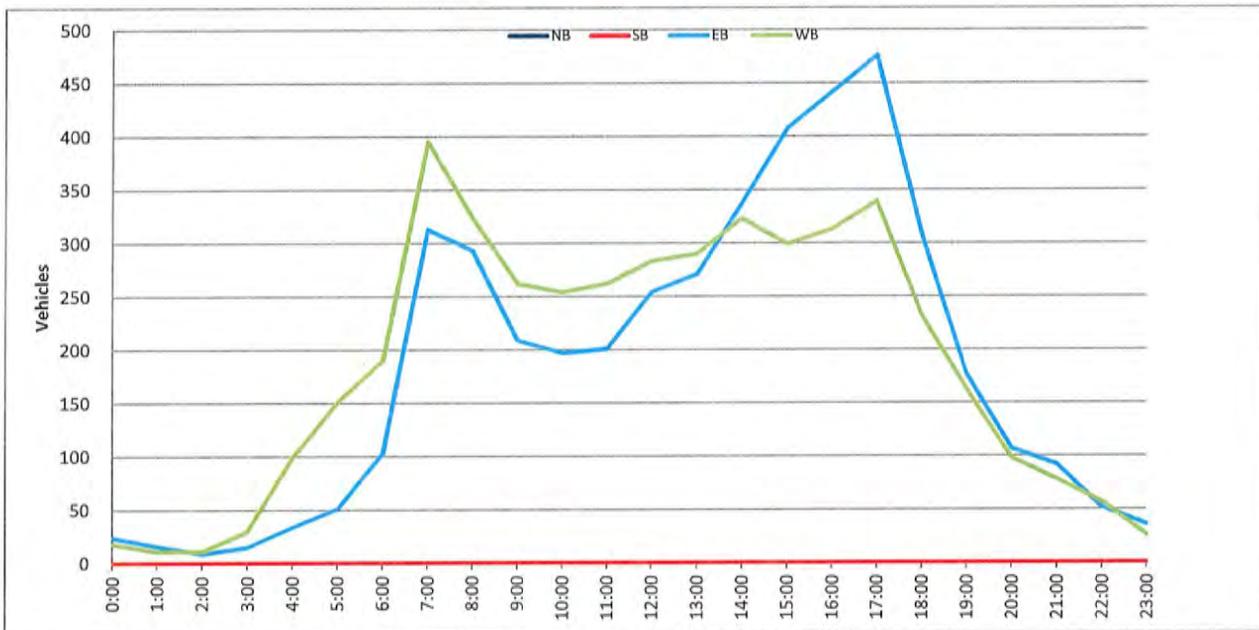
Prepared by NDS/ATD

Project #: CA17_5229_046

City: City of Industry

Location: Turnbull Canyon Rd Bet. Valley Blvd &

Date: 4/18/2017



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

47

STREET Turnbull Canyon Road
FROM Proctor

CERTIFICATION DATE:
TO Don Julian

SPEED FACTORS

Date of Speed Survey	3/16/2018	Posted Speed Limit	35
Time of Speed Survey	10:50 AM to 11:10 AM	Speed Justification	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
50th Percentile Speed (Mean Speed)	38.0	Recommended Speed Limit	40
85th Percentile Speed	44.0		
10 mph Pace Speed	33 to 42		
Percentage of Vehicles in Pace	68.3%		
Number of Survey Samples	101		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	3
Collision Rate (ACC/MVM)	0.81
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

Average Daily Traffic	12,868	Date Counted	4/27/2017
Number of Lanes	Two lanes each direction with two-way left turn lane		
Type of Traffic Control	Signalized at Don Julian Rd, signalized at Proctor Ave		
Crosswalks?	Yes, at Don Julian Rd, at Proctor Ave		
Pedestrian Traffic	Few		
Truck Traffic	Yes		
On-Street Parking	No, red curb both sides		
Sidewalks?	Yes, only on east side		
Driveways?	Yes, few		

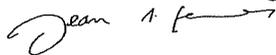
ROADWAY FACTORS

Length of Segment	1,381'
Width	64'
Vertical Curve	No
Horizontal Curve	No
Visibility	Clear
Roadway Conditions	Fair
Lighting	Yes, both sides
Adjacent Land Use	Industrial

Field Study By KHA

Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



5/23/2018

TE 2097

Jean Fares

Date

State Registration Number

Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Turnbull Canyon Rd
Spt.Sp.d. Location: Bet.Proctor Ave & Don Julian Rd

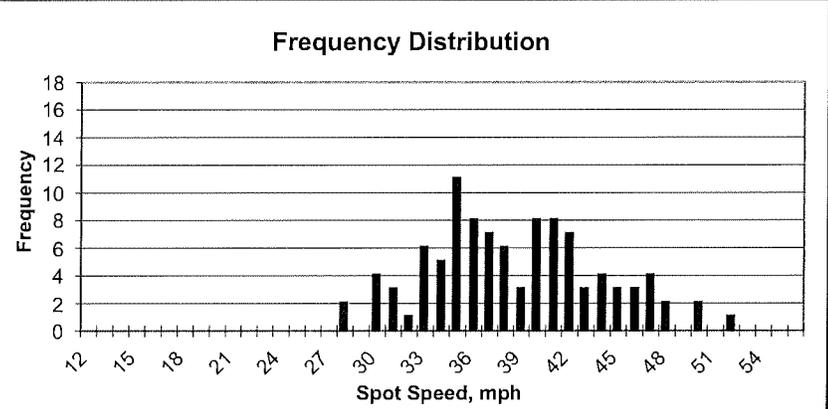
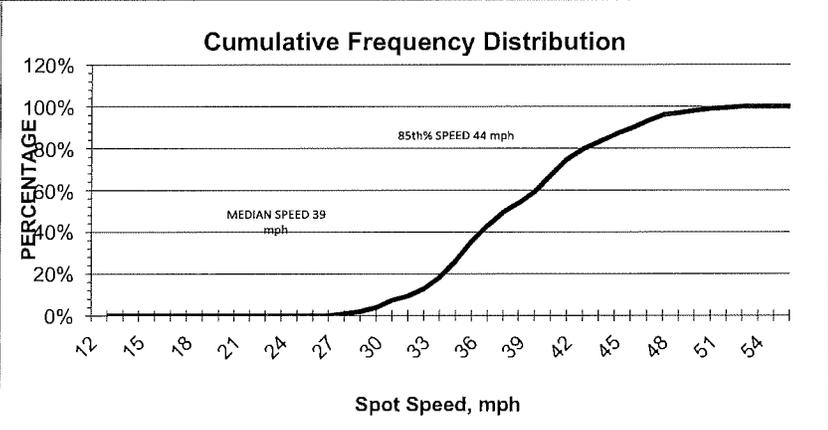
Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	2	1.98%	1.98%
29	0	0.00%	1.98%
30	4	3.96%	5.94%
31	3	2.97%	8.91%
32	1	0.99%	9.90%
33	6	5.94%	15.84%
34	5	4.95%	20.79%
35	11	10.89%	31.68%
36	8	7.92%	39.60%
37	7	6.93%	46.53%
38	6	5.94%	52.48%
39	3	2.97%	55.45%
40	8	7.92%	63.37%
41	8	7.92%	71.29%
42	7	6.93%	78.22%
43	3	2.97%	81.19%
44	4	3.96%	85.15%
45	3	2.97%	88.12%
46	3	2.97%	91.09%
47	4	3.96%	95.05%
48	2	1.98%	97.03%
49	0	0.00%	97.03%
50	2	1.98%	99.01%
51	0	0.00%	99.01%
52	1	0.99%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

Date: 3/16/2018 **Day:** Friday
Time From: 10:50 AM **To:** 11:10 AM
Weather: Clear/Dry
Number of Lanes: 4
Posted Speed: 35 mph
Street Width: 64'
Comm./Resid.: Commercial
Direction: Northbound/Southbound

DATA ANALYSIS:

Average Speed:	39
Standard Deviation:	5
Standard error of the mean:	0.5
15th Percentile:	33
50th Percentile:	38
85th Percentile:	44
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	68.32%
# in 10 MPH pace:	69

Comments: _____



No. of Vehicles: 101 100%

Prepared by NDS/ATD

VOLUME

Turnbull Canyon Rd Bet. Proctor Ave & Don Julian Rd

Day: Thursday
Date: 4/27/2017

City: City of Industry
Project #: CA17_5229_047

DAILY TOTALS					NB	SB	EB	WB	Total			
					0	0	6,938	5,930	12,868			
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
0:00			19	6	25	12:00			97	79	176	
0:15			7	6	13	12:15			95	114	209	
0:30			3	4	7	12:30			109	95	204	
0:45			7	36	3	12:45			103	404	104	392
1:00			11	5	16	13:00			99	119	218	
1:15			4	4	8	13:15			112	84	196	
1:30			5	2	7	13:30			129	119	248	
1:45			5	25	2	13:45			107	447	88	410
2:00			2	4	6	14:00			94	82	176	
2:15			3	3	6	14:15			117	114	231	
2:30			6	3	9	14:30			144	158	302	
2:45			2	13	8	14:45			123	478	117	471
3:00			9	14	23	15:00			161	108	269	
3:15			6	5	11	15:15			152	88	240	
3:30			5	6	11	15:30			178	124	302	
3:45			18	38	8	15:45			125	616	101	421
4:00			10	13	23	16:00			153	144	297	
4:15			11	16	27	16:15			139	123	262	
4:30			23	28	51	16:30			174	125	299	
4:45			55	99	43	16:45			145	611	122	514
5:00			34	19	53	17:00			154	134	288	
5:15			33	23	56	17:15			150	120	270	
5:30			36	29	65	17:30			169	121	290	
5:45			59	162	74	17:45			129	602	135	510
6:00			41	36	77	18:00			125	109	234	
6:15			21	34	55	18:15			132	86	218	
6:30			63	58	121	18:30			99	74	173	
6:45			71	196	68	18:45			75	431	79	348
7:00			72	82	154	19:00			76	60	136	
7:15			130	156	286	19:15			68	64	132	
7:30			150	126	276	19:30			73	44	117	
7:45			159	511	93	19:45			48	265	48	216
8:00			125	109	234	20:00			54	35	89	
8:15			136	95	231	20:15			34	27	61	
8:30			131	103	234	20:30			42	40	82	
8:45			106	498	98	20:45			30	160	21	123
9:00			113	83	196	21:00			37	26	63	
9:15			83	82	165	21:15			25	27	52	
9:30			90	70	160	21:30			39	26	65	
9:45			93	379	65	21:45			24	125	32	111
10:00			93	78	171	22:00			27	18	45	
10:15			74	57	131	22:15			26	13	39	
10:30			96	79	175	22:30			22	14	36	
10:45			96	359	73	22:45			12	87	13	58
11:00			86	88	174	23:00			19	15	34	
11:15			88	89	177	23:15			10	9	19	
11:30			91	80	171	23:30			11	3	14	
11:45			83	348	89	23:45			8	48	10	37
TOTALS			2664	2319	4983	TOTALS			4274	3611	7885	
SPLIT %			53.5%	46.5%	38.7%	SPLIT %			54.2%	45.8%	61.3%	

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	6,938	5,930	12,868

AM Peak Hour	7:30	7:15	7:15	PM Peak Hour	16:30	16:00	16:00
AM Pk Volume	570	484	1048	PM Pk Volume	623	514	1125
Pk Hr Factor	0.896	0.776	0.916	Pk Hr Factor	0.895	0.892	0.941
7 - 9 Volume	1009	862	1871	4 - 6 Volume	1213	1024	2237
7 - 9 Peak Hour	7:30	7:15	7:15	4 - 6 Peak Hour	16:30	16:00	16:00
7 - 9 Pk Volume	570	484	1048	4 - 6 Pk Volume	623	514	1125
Pk Hr Factor	0.896	0.776	0.916	Pk Hr Factor	0.895	0.892	0.941

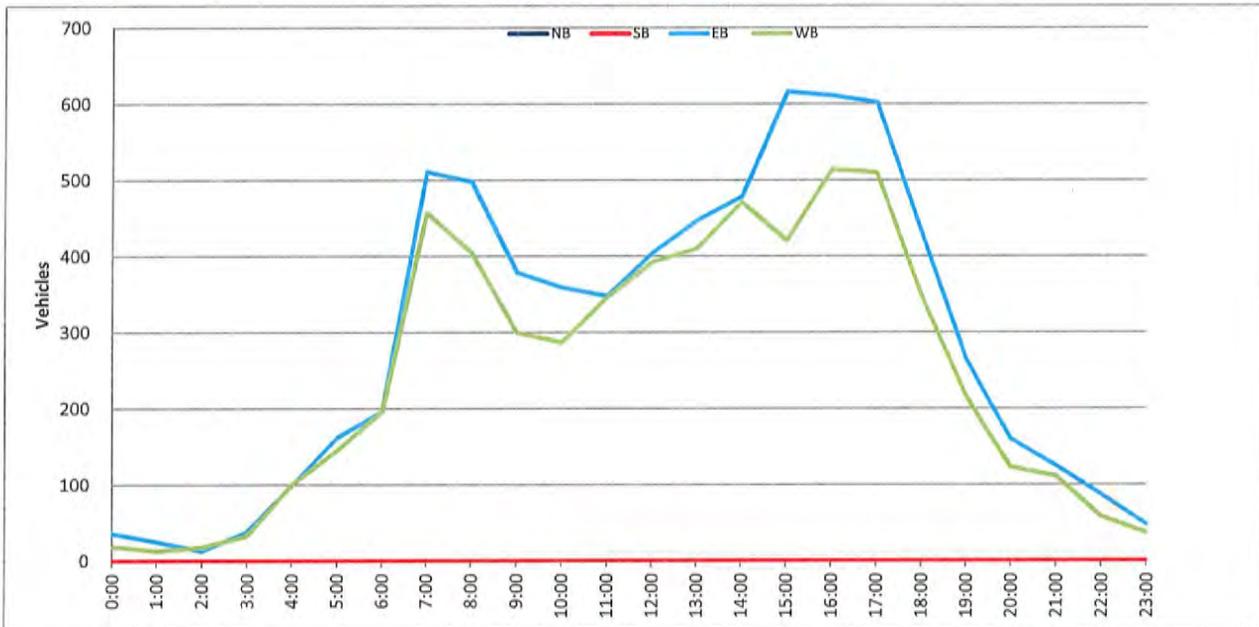
Prepared by NDS/ATD

Project #: CA17_5229_047

City: City of Industry

Location: Turnbull Canyon Rd Bet. Proctor Ave & Don

Date: 4/27/2017



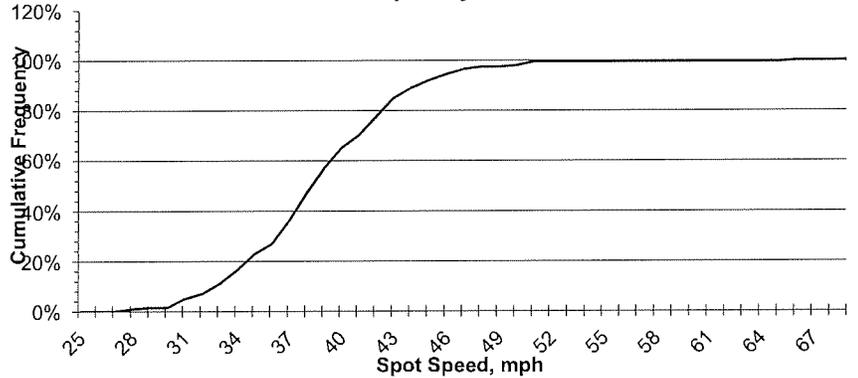
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Gale Ave
Spt.Spd. Location: Stoner Creek Rd & Fullerton Rd Ref. # 01

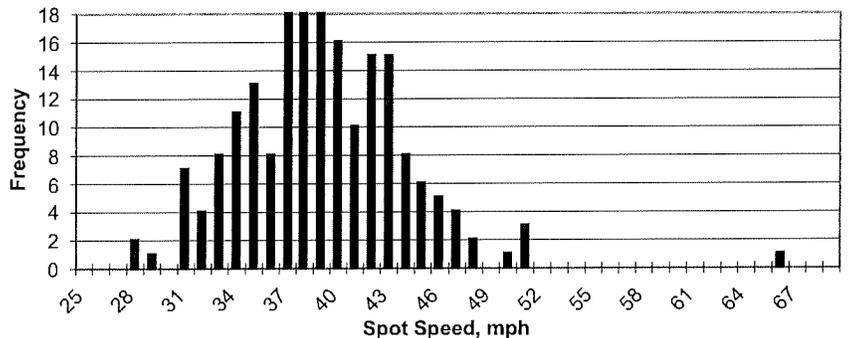
Speed	Frequency	Percent	Cumulative Percent
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	2	1.00%	1.00%
29	1	0.50%	1.49%
30	0	0.00%	1.49%
31	7	3.48%	4.98%
32	4	1.99%	6.97%
33	8	3.98%	10.95%
34	11	5.47%	16.42%
35	13	6.47%	22.89%
36	8	3.98%	26.87%
37	19	9.45%	36.32%
38	22	10.95%	47.26%
39	20	9.95%	57.21%
40	16	7.96%	65.17%
41	10	4.98%	70.15%
42	15	7.46%	77.61%
43	15	7.46%	85.07%
44	8	3.98%	89.05%
45	6	2.99%	92.04%
46	5	2.49%	94.53%
47	4	1.99%	96.52%
48	2	1.00%	97.51%
49	0	0.00%	97.51%
50	1	0.50%	98.01%
51	3	1.49%	99.50%
52	0	0.00%	99.50%
53	0	0.00%	99.50%
54	0	0.00%	99.50%
55	0	0.00%	99.50%
56	0	0.00%	99.50%
57	0	0.00%	99.50%
58	0	0.00%	99.50%
59	0	0.00%	99.50%
60	0	0.00%	99.50%
61	0	0.00%	99.50%
62	0	0.00%	99.50%
63	0	0.00%	99.50%
64	0	0.00%	99.50%
65	0	0.00%	99.50%
66	1	0.50%	100.00%
67	0	0.00%	100.00%
68	0	0.00%	100.00%
69	0	0.00%	100.00%

Date:	8/24/2016	Day:	Wednesday
Weather:	Partly Cloudy		
Hours:	9:00 AM	To	12:00 PM
Number of Lanes:	4		
Posted Speed:	45 mph		
Channelization:	Skip dash 2 way traffic		
Street Width:	60'		
Comm./Resid.:	Commercial		
DIRECTION:	Eastbound/Westbound		
DATA ANALYSIS:			
Mean Speed:			39
Standard Deviation:			5
Standard error of the mean:			0.35
15th Percentile:			34
50th Percentile:			39
85th Percentile:			43
10 Mile Pace:	34	to	43
% of Samples in 10-Mile Pace:	74.13%		
# in 10 MPH pace:	149		
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



Total: 201 100%

Prepared by NDS/ATD

VOLUME

Gale Ave Bet. Stoner Creek Rd & Fullerton Rd

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_001

DAILY TOTALS					NB	SB	EB	WB	Total					
					0	0	12,118	11,214	23,332					
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
00:00			15	9	24	12:00			192	207	399			
00:15			6	16	22	12:15			223	205	428			
00:30			23	5	28	12:30			238	176	414			
00:45			10	54	4	34	12:45		234	887	213	801	447	1688
01:00			12	4	16	13:00			217	226	443			
01:15			5	0	5	13:15			233	217	450			
01:30			3	8	11	13:30			263	217	480			
01:45			9	29	5	17	13:45		231	944	208	868	439	1812
02:00			1	8	9	14:00			233	195	428			
02:15			5	6	11	14:15			249	183	432			
02:30			7	4	11	14:30			220	174	394			
02:45			6	19	2	20	14:45		240	942	185	737	425	1679
03:00			2	6	8	15:00			235	183	418			
03:15			4	6	10	15:15			264	175	439			
03:30			4	5	9	15:30			266	189	455			
03:45			4	14	9	26	15:45		245	1010	185	732	430	1742
04:00			1	4	5	16:00			246	180	426			
04:15			1	6	7	16:15			271	159	430			
04:30			6	17	23	16:30			245	131	376			
04:45			6	14	23	50	16:45		288	1050	170	640	458	1690
05:00			11	10	21	17:00			284	194	478			
05:15			11	17	28	17:15			320	189	509			
05:30			21	28	49	17:30			310	189	499			
05:45			25	68	33	88	17:45		305	1219	182	754	487	1973
06:00			21	44	65	18:00			293	176	469			
06:15			27	67	94	18:15			286	175	461			
06:30			38	111	149	18:30			276	174	450			
06:45			50	136	149	371	18:45		212	1067	162	687	374	1754
07:00			42	182	224	19:00			222	146	368			
07:15			66	228	294	19:15			241	124	365			
07:30			86	220	306	19:30			168	135	303			
07:45			82	276	256	886	19:45		168	799	125	530	293	1329
08:00			105	235	340	20:00			184	130	314			
08:15			102	209	311	20:15			144	98	242			
08:30			145	193	338	20:30			142	81	223			
08:45			129	481	220	857	20:45		149	619	58	367	207	986
09:00			99	184	283	21:00			111	82	193			
09:15			101	148	249	21:15			117	72	189			
09:30			123	143	266	21:30			74	55	129			
09:45			94	417	178	653	21:45		79	381	45	254	124	635
10:00			119	195	314	22:00			78	40	118			
10:15			154	174	328	22:15			76	40	116			
10:30			159	178	337	22:30			62	32	94			
10:45			151	583	193	740	22:45		54	270	32	144	86	414
11:00			162	211	373	23:00			37	26	63			
11:15			160	227	387	23:15			31	15	46			
11:30			186	225	411	23:30			31	20	51			
11:45			210	718	224	887	23:45		22	121	10	71	32	192
TOTALS			2809	4629	7438	TOTALS			9309	6585	15894			
SPLIT %			37.8%	62.2%	31.9%	SPLIT %			58.6%	41.4%	68.1%			

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	12,118	11,214	23,332

AM Peak Hour	11:45	07:15	11:45	PM Peak Hour	17:15	12:45	17:00
AM Pk Volume	863	939	1675	PM Pk Volume	1228	873	1973
Pk Hr Factor	0.907	0.917	0.965	Pk Hr Factor	0.959	0.966	0.969
7 - 9 Volume	757	1743	2500	4 - 6 Volume	2269	1394	3663
7 - 9 Peak Hour	08:00	07:15	08:00	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	481	939	1338	4 - 6 Pk Volume	1219	754	1973
Pk Hr Factor	0.829	0.917	0.958	Pk Hr Factor	0.952	0.972	0.969

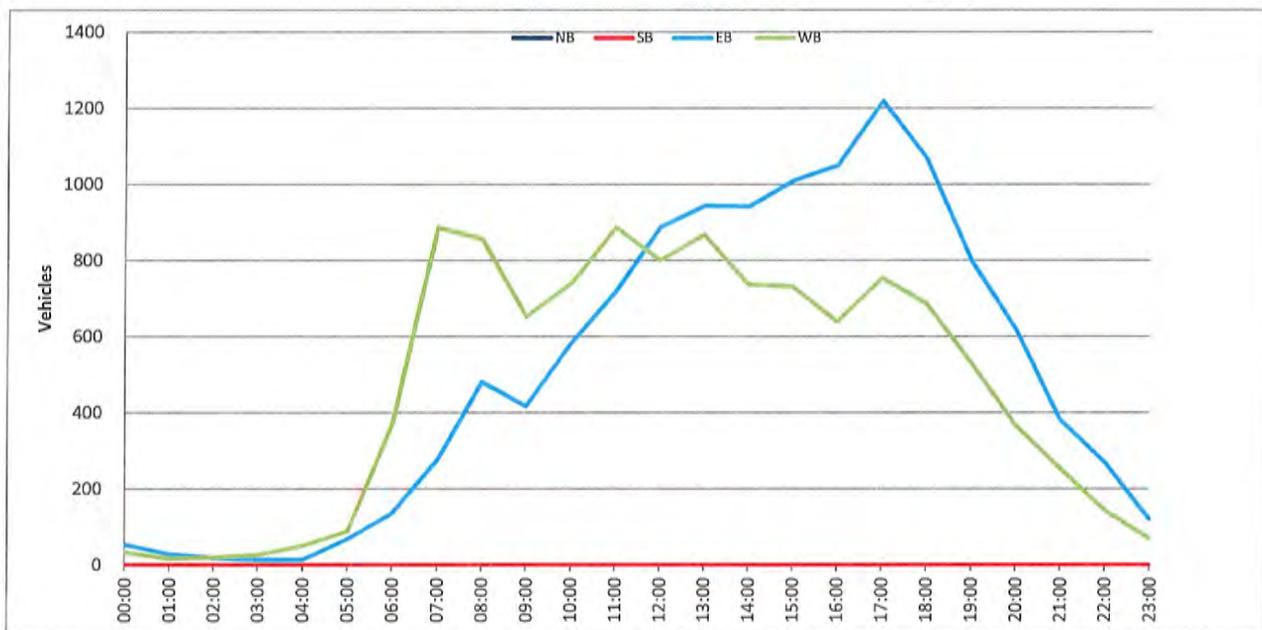
Prepared by NDS/ATD

Project #: CA16_5536_001

City: Industry

Location: Gale Ave Bet. Stoner Creek Rd & Fullerton

Date: 8/23/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

55

STREET GALE AVENUE
FROM FULLERTON ROAD

CERTIFICATION DATE:
TO JELICK AVENUE

SPEED FACTORS

Date of Speed Survey 8/24/2016
Time of Speed Survey 9:00 AM to 12:00 PM
50th Percentile Speed (Mean Speed) 37.0
85th Percentile Speed 43.0
10 mph Pace Speed 34 to 43
Percentage of Vehicles in Pace 65.0%
Number of Survey Samples 130

Posted Speed Limit 45 MPH
Speed Justification
 Speed limit decreased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
Recommended Speed Limit 40 MPH

COLLISION HISTORY

Number of Years Studied 3
Total Collisions 13
Collision Rate (ACC/MVM) 2.75
Expected Collisions (ACC/MVM) 1.31

TRAFFIC FACTORS

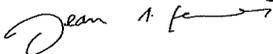
Average Daily Traffic 15,981	Date Counted 10/25/2016
Number of Lanes 4	
Type of Traffic Control Signalized at Fullerton Rd	
Crosswalks? At signalized intersection	
Pedestrian Traffic Yes	
Truck Traffic Yes	
On-Street Parking No	
Sidewalks? Yes, both sides	
Driveways? Yes, both sides	

ROADWAY FACTORS

Length of Segment 1,426'
Width 56'
Vertical Curve No
Horizontal Curve Yes, slight curve
Visibility Clear
Roadway Conditions Fair
Lighting Yes, north side only
Adjacent Land Use Industrial

Field Study By KHA **Checked By** KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

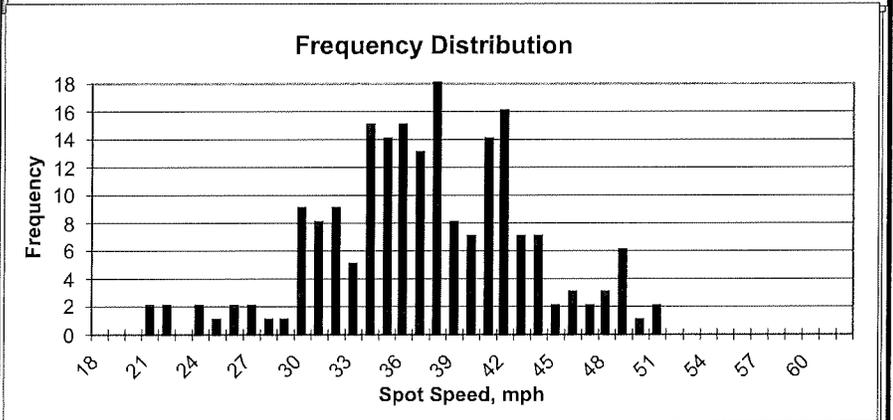
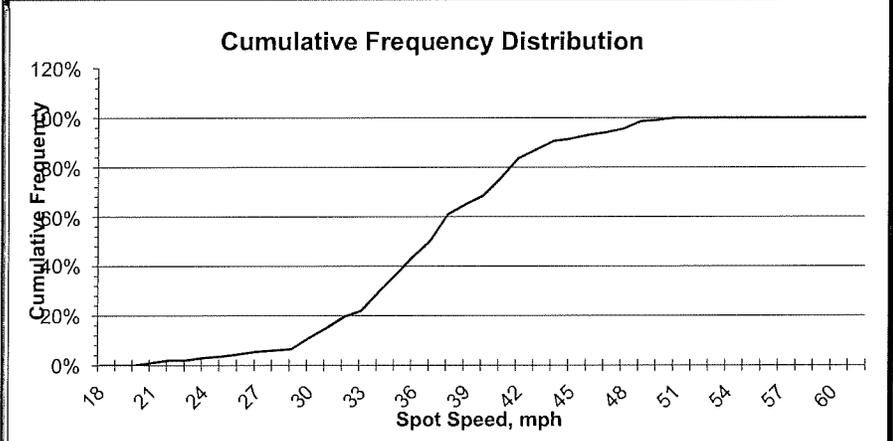
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Gale Ave
Spt.Sp. Location: Fullerton Rd & Jellick Ave

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	2	1.00%	1.00%
22	2	1.00%	2.00%
23	0	0.00%	2.00%
24	2	1.00%	3.00%
25	1	0.50%	3.50%
26	2	1.00%	4.50%
27	2	1.00%	5.50%
28	1	0.50%	6.00%
29	1	0.50%	6.50%
30	9	4.50%	11.00%
31	8	4.00%	15.00%
32	9	4.50%	19.50%
33	5	2.50%	22.00%
34	15	7.50%	29.50%
35	14	7.00%	36.50%
36	15	7.50%	44.00%
37	13	6.50%	50.50%
38	21	10.50%	61.00%
39	8	4.00%	65.00%
40	7	3.50%	68.50%
41	14	7.00%	75.50%
42	16	8.00%	83.50%
43	7	3.50%	87.00%
44	7	3.50%	90.50%
45	2	1.00%	91.50%
46	3	1.50%	93.00%
47	2	1.00%	94.00%
48	3	1.50%	95.50%
49	6	3.00%	98.50%
50	1	0.50%	99.00%
51	2	1.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
Total:	200	100%	

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Partly Cloudy</u>		
Hours:	<u>9:00 AM</u>	To	<u>12:00 PM</u>
Number of Lanes:	<u>4</u>		
Posted Speed:	<u>45 mph</u>		
Channelization:	<u>Two-way left-turn lane</u>		
Street Width:	<u>56'</u>		
Comm./Resid.:	<u>Commercial</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:	<u>37</u>		
Standard Deviation:	<u>6</u>		
Standard error of the mean:	<u>0.42</u>		
15th Percentile:	<u>31</u>		
50th Percentile:	<u>37</u>		
85th Percentile:	<u>43</u>		
10 Mile Pace:	<u>34</u>	to	<u>43</u>
% of Samples in 10-Mile Pace:	<u>65.00%</u>		
# in 10 MPH pace:	<u>130</u>		
Comments:			



Total: 200 100%

Prepared by NDS/ATD

VOLUME

Gale Ave Bet. Fullerton Rd & Jellick Ave

Day: Tuesday
Date: 10/25/2016

City: Industry
Project #: CA16_5536_002

DAILY TOTALS					NB	SB	EB	WB	Total					
					0	0	7,412	8,569	15,981					
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
00:00			24	5	29	12:00			173	165	338			
00:15			8	3	11	12:15			163	190	353			
00:30			9	8	17	12:30			148	151	299			
00:45			10	51	2	18	12:45		157	641	170	676	327	1317
01:00			3	6	9	13:00			159	173	332			
01:15			1	4	5	13:15			141	203	344			
01:30			5	3	8	13:30			142	161	303			
01:45			2	11	1	14	13:45		146	588	184	721	330	1309
02:00			6	6	12	14:00			120	155	275			
02:15			4	1	5	14:15			135	188	323			
02:30			0	1	1	14:30			116	185	301			
02:45			2	12	1	9	14:45		130	501	171	699	301	1200
03:00			2	3	5	15:00			134	197	331			
03:15			2	2	4	15:15			132	187	319			
03:30			2	2	4	15:30			161	167	328			
03:45			4	10	2	9	15:45		107	534	205	756	312	1290
04:00			6	6	12	16:00			112	179	291			
04:15			3	4	7	16:15			116	177	293			
04:30			4	1	5	16:30			138	189	327			
04:45			3	16	7	18	16:45		88	454	165	710	253	1164
05:00			2	4	6	17:00			185	232	417			
05:15			9	6	15	17:15			144	228	372			
05:30			9	6	15	17:30			145	193	338			
05:45			12	32	24	40	17:45		137	611	196	849	333	1460
06:00			20	15	35	18:00			127	163	290			
06:15			26	25	51	18:15			133	234	367			
06:30			38	46	84	18:30			113	180	293			
06:45			50	134	43	129	18:45		77	450	154	731	231	1181
07:00			87	35	122	19:00			85	154	239			
07:15			77	31	108	19:15			74	137	211			
07:30			89	61	150	19:30			55	113	168			
07:45			113	366	117	244	19:45		64	278	112	516	176	794
08:00			104	103	207	20:00			55	85	140			
08:15			121	97	218	20:15			43	81	124			
08:30			123	104	227	20:30			49	75	124			
08:45			112	460	95	399	20:45		45	192	66	307	111	499
09:00			108	107	215	21:00			51	51	102			
09:15			122	112	234	21:15			52	41	93			
09:30			136	87	223	21:30			47	50	97			
09:45			148	514	108	414	21:45		43	193	34	176	77	369
10:00			154	91	245	22:00			41	33	74			
10:15			174	106	280	22:15			34	29	63			
10:30			162	103	265	22:30			25	26	51			
10:45			137	627	123	423	22:45		29	129	21	109	50	238
11:00			145	124	269	23:00			21	17	38			
11:15			128	133	261	23:15			11	18	29			
11:30			123	139	262	23:30			10	11	21			
11:45			158	554	147	543	23:45		12	54	13	59	25	113
TOTALS			2787	2260	5047	TOTALS			4625	6309	10934			
SPLIT %			55.2%	44.8%	31.6%	SPLIT %			42.3%	57.7%	68.4%			

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	7,412	8,569	15,981

AM Peak Hour	11:45	11:45	11:45	PM Peak Hour	12:00	17:00	17:00
AM Pk Volume	642	653	1295	PM Pk Volume	641	849	1460
Pk Hr Factor	0.928	0.859	0.917	Pk Hr Factor	0.926	0.915	0.875
7 - 9 Volume	826	643	1469	4 - 6 Volume	1065	1559	2624
7 - 9 Peak Hour	07:45	07:45	07:45	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	461	421	882	4 - 6 Pk Volume	611	849	1460
Pk Hr Factor	0.937	0.900	0.959	Pk Hr Factor	0.826	0.915	0.875

Prepared by NDS/ATD

Project #: CA16_5536_002

City: Industry

Location: Gale Ave Bet. Fullerton Rd & Jellick Ave

Date: 10/25/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

56

STREET HACIENDA BOULEVARD
FROM CITY LIMITS

CERTIFICATION DATE:
TO DON JULIAN ROAD

SPEED FACTORS

Date of Speed Survey	8/25/2016	Posted Speed Limit	40 MPH
Time of Speed Survey	9:30 AM to 11:30 AM	Speed Justification	
50th Percentile Speed (Mean Speed)	39.0	85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	44.0		
10 mph Pace Speed	34-43		
Percentage of Vehicles in Pace	64.0%	Recommended Speed Limit	40 MPH
Number of Survey Samples	203		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	6
Collision Rate (ACC/MVM)	0.54
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

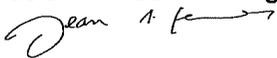
Average Daily Traffic	42,150	Date Counted	1/19/2016
Number of Lanes	3 lanes eah direction		
Type of Traffic Control	Signalized at Don Julian Rd and Gale Ave; stop controlled at Shadybend Dr and Walbrook Dr		
Crosswalks?	At signalized interseptions		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	On both sides of segment		
Driveways?	Frequent		

ROADWAY FACTORS

Length of Segment	1,268'
Width	90'
Vertical Curve	Yes, grade separated at railroad tracks
Horizontal Curve	Yes at Nelson
Visibility	Some restriction due to curvature
Roadway Conditions	Arterial, bus stop at north side of Don Julian Rd
Lighting	Yes
Adjacent Land Use	Industrial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	Date	State Registration Number
	5/23/18	TE 2097

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Hacienda Blvd
Spt.Spd. Location: City Limits & Don Julian

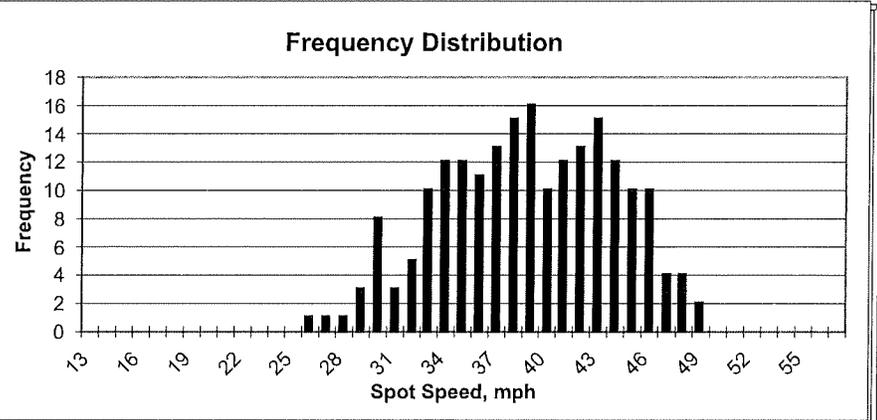
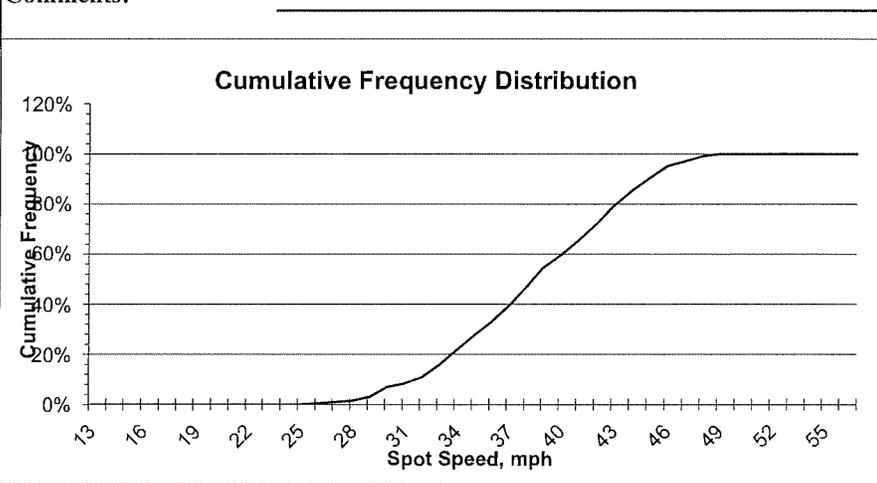
Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	0.49%	0.49%
27	1	0.49%	0.99%
28	1	0.49%	1.48%
29	3	1.48%	2.96%
30	8	3.94%	6.90%
31	3	1.48%	8.37%
32	5	2.46%	10.84%
33	10	4.93%	15.76%
34	12	5.91%	21.67%
35	12	5.91%	27.59%
36	11	5.42%	33.00%
37	13	6.40%	39.41%
38	15	7.39%	46.80%
39	16	7.88%	54.68%
40	10	4.93%	59.61%
41	12	5.91%	65.52%
42	13	6.40%	71.92%
43	15	7.39%	79.31%
44	12	5.91%	85.22%
45	10	4.93%	90.15%
46	10	4.93%	95.07%
47	4	1.97%	97.04%
48	4	1.97%	99.01%
49	2	0.99%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	203	100%	

Date: 8/25/2016 **Day:** Thursday
Weather: Sunny
Hours: 9:30 AM **To** 11:30 AM
Number of Lanes: 6
Posted Speed: 40 mph
Channelization: Skip dash 2 way traffic
Street Width: 90'
Comm./Resid.: Industrial
DIRECTION: Northbound/Southbound

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	5
Standard error of the mean:	0.35
15th Percentile:	33
50th Percentile:	39
85th Percentile:	44
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	63.55%
# in 10 MPH pace:	129



VOLUME

Hacienda Blvd Bet. City Limits & Don Julian Rd

Day: Tuesday
Date: 19-01-2016

City: Industry
Project #: CA15_5829_024

DAILY TOTALS					NB	SB	EB	WB	Total		
					20,124	22,026	0	0	42,150		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
0:00	66	76			142	12:00	300	310			610
0:15	31	60			91	12:15	300	279			579
0:30	42	58			100	12:30	304	336			640
0:45	36	175	37	231	73 406	12:45	302	1206	379	1304	681 2510
1:00	49	46			95	13:00	328	331			659
1:15	37	40			77	13:15	294	287			581
1:30	41	43			84	13:30	339	345			684
1:45	48	175	36	165	84 340	13:45	330	1291	306	1269	636 2560
2:00	35	30			65	14:00	320	307			627
2:15	23	42			65	14:15	336	315			651
2:30	41	42			83	14:30	325	369			694
2:45	15	114	22	136	37 250	14:45	286	1267	325	1316	611 2583
3:00	41	31			72	15:00	330	367			697
3:15	43	28			71	15:15	336	416			752
3:30	51	40			91	15:30	292	341			633
3:45	65	200	59	158	124 358	15:45	292	1250	359	1483	651 2733
4:00	71	50			121	16:00	321	385			706
4:15	104	73			177	16:15	296	409			705
4:30	128	87			215	16:30	310	380			690
4:45	118	421	138	348	256 769	16:45	285	1212	399	1573	684 2785
5:00	143	89			232	17:00	351	355			706
5:15	221	128			349	17:15	327	385			712
5:30	209	125			334	17:30	382	409			791
5:45	216	789	165	507	381 1296	17:45	316	1376	387	1536	703 2912
6:00	193	130			323	18:00	310	352			662
6:15	244	180			424	18:15	310	351			661
6:30	278	238			516	18:30	269	348			617
6:45	283	998	296	844	579 1842	18:45	242	1131	298	1349	540 2480
7:00	300	288			588	19:00	232	288			520
7:15	352	428			780	19:15	188	269			457
7:30	333	428			761	19:30	176	210			386
7:45	370	1355	418	1562	788 2917	19:45	195	791	175	942	370 1733
8:00	322	386			708	20:00	168	241			409
8:15	306	410			716	20:15	187	186			373
8:30	244	387			631	20:30	158	206			364
8:45	282	1154	350	1533	632 2687	20:45	151	664	162	795	313 1459
9:00	258	334			592	21:00	135	162			297
9:15	236	291			527	21:15	134	167			301
9:30	287	296			583	21:30	138	159			297
9:45	263	1044	285	1206	548 2250	21:45	127	534	165	653	292 1187
10:00	266	304			570	22:00	120	160			280
10:15	275	264			539	22:15	117	131			248
10:30	262	287			549	22:30	103	142			245
10:45	293	1096	268	1123	561 2219	22:45	69	409	112	545	181 954
11:00	302	276			578	23:00	86	92			178
11:15	286	258			544	23:15	70	75			145
11:30	294	306			600	23:30	65	76			141
11:45	317	1199	288	1128	605 2327	23:45	52	273	77	320	129 593
TOTALS	8720	8941			17661	TOTALS	11404	13085			24489
SPLIT %	49.4%	50.6%			41.9%	SPLIT %	46.6%	53.4%			58.1%

DAILY TOTALS					NB	SB	EB	WB	Total
					20,124	22,026	0	0	42,150

AM Peak Hour	7:15	7:15			7:15	PM Peak Hour	17:00	16:00			17:00
AM Pk Volume	1377	1660			3037	PM Pk Volume	1376	1573			2912
Pk Hr Factor	0.930	0.970			0.964	Pk Hr Factor	0.901	0.961			0.920
7 - 9 Volume	2509	3095			5604	4 - 6 Volume	2588	3109			5697
7 - 9 Peak Hour	7:15	7:15			7:15	4 - 6 Peak Hour	17:00	16:00			17:00
7 - 9 Pk Volume	1377	1660			3037	4 - 6 Pk Volume	1376	1573			2912
Pk Hr Factor	0.930	0.970			0.964	Pk Hr Factor	0.901	0.961			0.920

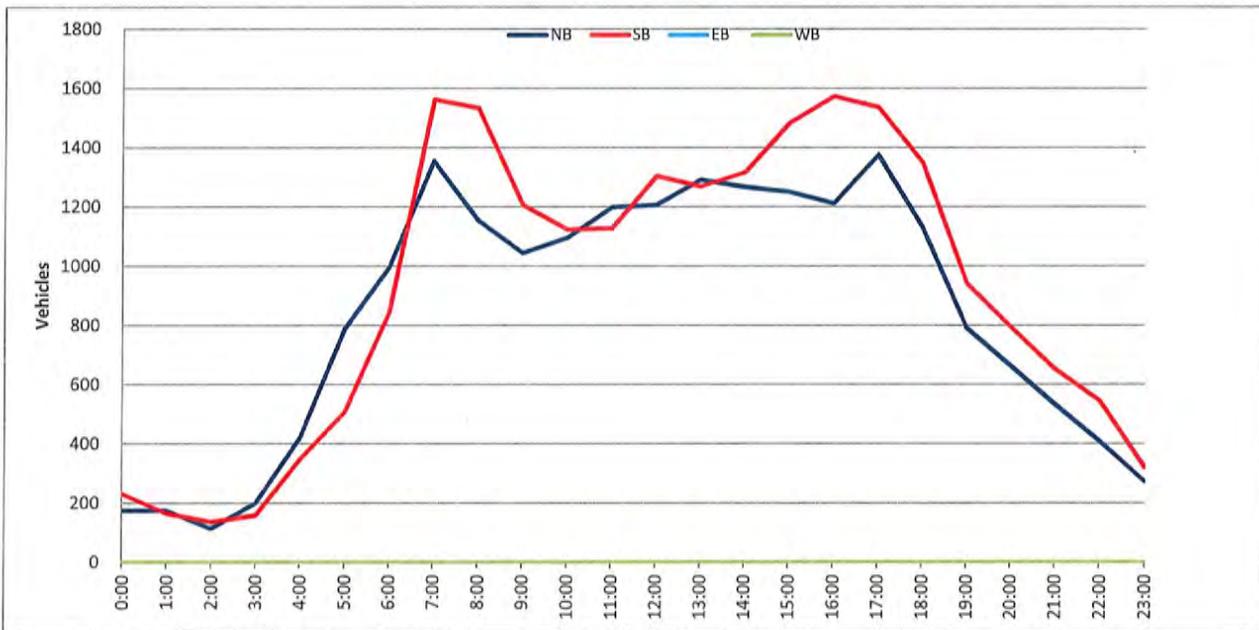
Prepared by NDS/ATD

Project #: CA15_5829_024

City: Industry

Location: Hacienda Blvd Bet. City Limits & Don Julian

Date: 1/19/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

57

STREET FULLERTON ROAD
FROM VALLEY

CERTIFICATION DATE:
TO ARENTH

SPEED FACTORS

Date of Speed Survey	8/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	10:16 AM to 10:55 AM	Speed Justification	
50th Percentile Speed (Mean Speed)	33.0	85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	39.0		
10 mph Pace Speed	28 to 37	Recommended Speed Limit	35 MPH
Percentage of Vehicles in Pace	61.0%		
Number of Survey Samples	203		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	6
Collision Rate (ACC/MVM)	1.78
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

Average Daily Traffic	19,288	Date Counted	1/27/2016
Number of Lanes	2 lanes each direction		
Type of Traffic Control	Signalized at Valley/Arenth		
Crosswalks?	At signalized intersections		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Few		

ROADWAY FACTORS

Length of Segment	845'
Width	64'
Vertical Curve	Slight
Horizontal Curve	Yes
Visibility	Fair
Roadway Conditions	Railroad crossing before Valley, no bike lane, no bus route
Lighting	Yes
Adjacent Land Use	Industrial/Commercial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Fullerton Rd
Spt.Sp. Location: Valley & Arenth

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.49%	0.49%
24	3	1.48%	1.97%
25	8	3.94%	5.91%
26	10	4.93%	10.84%
27	11	5.42%	16.26%
28	12	5.91%	22.17%
29	15	7.39%	29.56%
30	12	5.91%	35.47%
31	13	6.40%	41.87%
32	14	6.90%	48.77%
33	10	4.93%	53.69%
34	14	6.90%	60.59%
35	12	5.91%	66.50%
36	9	4.43%	70.94%
37	13	6.40%	77.34%
38	10	4.93%	82.27%
39	8	3.94%	86.21%
40	10	4.93%	91.13%
41	6	2.96%	94.09%
42	4	1.97%	96.06%
43	4	1.97%	98.03%
44	2	0.99%	99.01%
45	2	0.99%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%

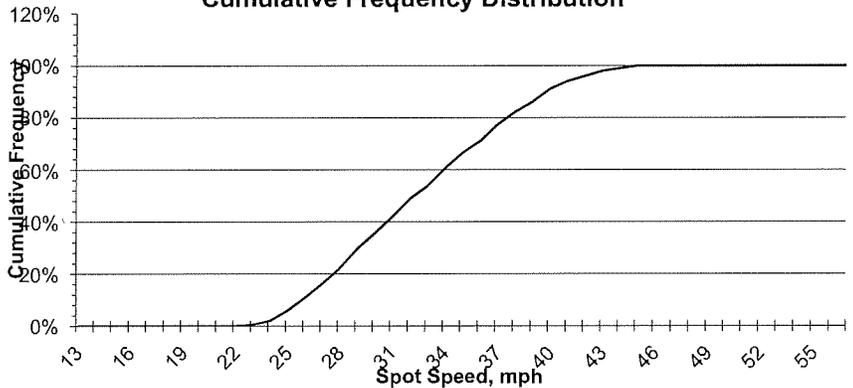
Date: 8/24/2016 **Day:** Wednesday
Weather: Partly Cloudy
Hours: 10:16 AM **To** 10:55 AM
Number of Lanes: 4
Posted Speed: 35 mph
Channelization: Skip dash 2 way traffic
Street Width: 64'
Comm./Resid.: Industrial
DIRECTION: Northbound/Southbound

DATA ANALYSIS:

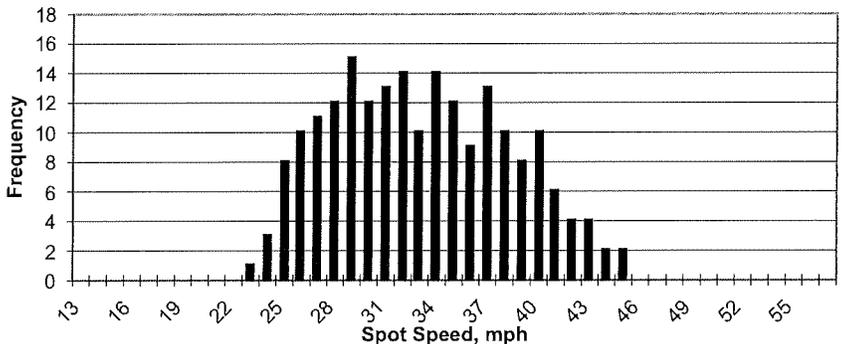
Mean Speed:	33
Standard Deviation:	5
Standard error of the mean:	0.35
15th Percentile:	27
50th Percentile:	33
85th Percentile:	39
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	61.08%
# in 10 MPH pace:	124

Comments: _____

Cumulative Frequency Distribution



Frequency Distribution



Total: 203 100%

VOLUME

Fullerton Rd Bet. Valley Blvd & Arenth Ave

Day: Wednesday
Date: 27-01-2016

City: Industry
Project #: CA15_5829_029

DAILY TOTALS					NB	SB	EB	WB	Total		
					10,261	9,027	0	0	19,288		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
0:00	47	14			61	12:00	129	123			252
0:15	33	14			47	12:15	129	126			255
0:30	25	7			32	12:30	155	137			292
0:45	30	135	8	43	38 178	12:45	123	536	147	533	270 1069
1:00	20	10			30	13:00	142	162			304
1:15	24	11			35	13:15	135	122			257
1:30	27	16			43	13:30	142	129			271
1:45	17	88	10	47	27 135	13:45	127	546	122	535	249 1081
2:00	18	7			25	14:00	132	120			252
2:15	15	10			25	14:15	146	124			270
2:30	12	9			21	14:30	190	117			307
2:45	16	61	8	34	24 95	14:45	175	643	93	454	268 1097
3:00	12	9			21	15:00	207	151			358
3:15	14	13			27	15:15	215	140			355
3:30	21	39			60	15:30	233	147			380
3:45	23	70	57	118	80 188	15:45	193	848	146	584	339 1432
4:00	13	32			45	16:00	187	121			308
4:15	18	38			56	16:15	152	107			259
4:30	9	64			73	16:30	240	131			371
4:45	13	53	74	208	87 261	16:45	205	784	119	478	324 1262
5:00	23	70			93	17:00	276	136			412
5:15	15	80			95	17:15	228	96			324
5:30	35	116			151	17:30	262	138			400
5:45	26	99	134	400	160 499	17:45	283	1049	96	466	379 1515
6:00	46	131			177	18:00	269	119			388
6:15	59	124			183	18:15	230	96			326
6:30	83	141			224	18:30	241	106			347
6:45	81	269	150	546	231 815	18:45	198	938	95	416	293 1354
7:00	118	160			278	19:00	157	117			274
7:15	143	152			295	19:15	128	100			228
7:30	94	177			271	19:30	130	97			227
7:45	170	525	206	695	376 1220	19:45	140	555	74	388	214 943
8:00	139	187			326	20:00	144	58			202
8:15	119	179			298	20:15	107	74			181
8:30	129	221			350	20:30	117	67			184
8:45	116	503	209	796	325 1299	20:45	102	470	56	255	158 725
9:00	117	154			271	21:00	104	45			149
9:15	94	138			232	21:15	66	59			125
9:30	73	154			227	21:30	110	56			166
9:45	104	388	131	577	235 965	21:45	72	352	49	209	121 561
10:00	88	136			224	22:00	79	45			124
10:15	76	135			211	22:15	77	44			121
10:30	118	138			256	22:30	71	23			94
10:45	129	411	120	529	249 940	22:45	48	275	32	144	80 419
11:00	118	111			229	23:00	58	12			70
11:15	104	111			215	23:15	44	29			73
11:30	116	123			239	23:30	41	28			69
11:45	140	478	121	466	261 944	23:45	42	185	37	106	79 291
TOTALS	3080	4459			7539	TOTALS	7181	4568			11749
SPLIT %	40.9%	59.1%			39.1%	SPLIT %	61.1%	38.9%			60.9%

DAILY TOTALS					NB	SB	EB	WB	Total
					10,261	9,027	0	0	19,288

AM Peak Hour	7:45	8:00			7:45	PM Peak Hour	17:00	15:00		17:00
AM Pk Volume	557	796			1350	PM Pk Volume	1049	584		1515
Pk Hr Factor	0.819	0.900			0.898	Pk Hr Factor	0.927	0.967		0.919
7 - 9 Volume	1028	1491			2519	4 - 6 Volume	1833	944		2777
7 - 9 Peak Hour	7:45	8:00			7:45	4 - 6 Peak Hour	17:00	16:15		17:00
7 - 9 Pk Volume	557	796			1350	4 - 6 Pk Volume	1049	493		1515
Pk Hr Factor	0.819	0.900			0.898	Pk Hr Factor	0.927	0.906		0.919

Prepared by NDS/ATD

Project #: CA15_5829_029

City: Industry

Location: Fullerton Rd Bet. Valley Blvd & Arenth Ave

Date: 1/27/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

58

STREET FULLERTON ROAD
FROM SAN JOSE

CERTIFICATION DATE:
TO RAILROAD

SPEED FACTORS

Date of Speed Survey	8/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	9:00 AM to 12:00 PM	Speed Justification	85th Percentile speed rounded down per CVC Section 21400(b).
50th Percentile Speed (Mean Speed)	33.0	Recommended Speed Limit	35 MPH
85th Percentile Speed	38.0		
10 mph Pace Speed	28 to 37		
Percentage of Vehicles in Pace	67.0%		
Number of Survey Samples	207		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	8
Collision Rate (ACC/MVM)	1.71
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

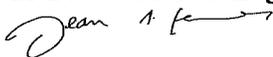
Average Daily Traffic	19,396	Date Counted	8/23/2016
Number of Lanes	2 lanes each direction		
Type of Traffic Control	Signalized at San Jose Ave, Railroad St		
Crosswalks?	At signalized intersections		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Yes		

ROADWAY FACTORS

Length of Segment	1,162'
Width	66'
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Roadway Conditions	Railroad crossing directly south of segment
Lighting	Yes
Adjacent Land Use	Industrial/Commercial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Fullerton Rd
Spt.Sp. Location: San Jose Ave & Railroad Rd

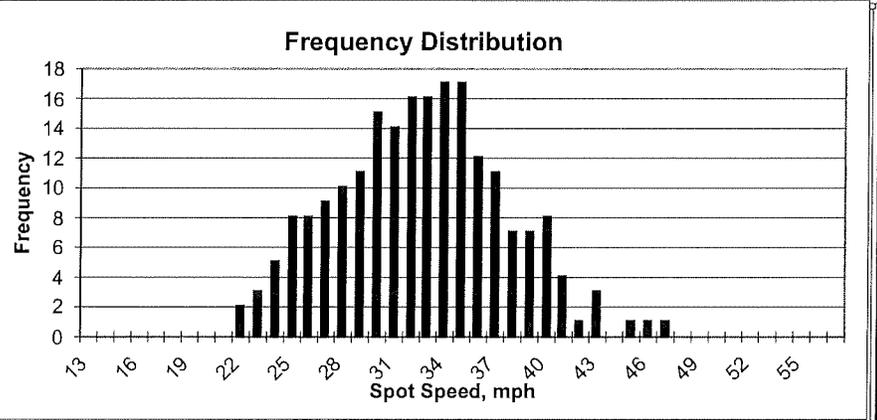
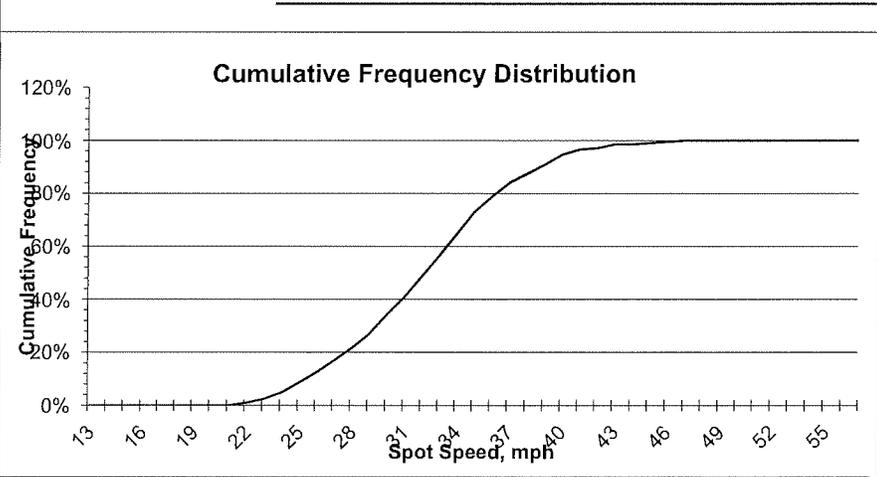
Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	2	0.97%	0.97%
23	3	1.45%	2.42%
24	5	2.42%	4.83%
25	8	3.86%	8.70%
26	8	3.86%	12.56%
27	9	4.35%	16.91%
28	10	4.83%	21.74%
29	11	5.31%	27.05%
30	15	7.25%	34.30%
31	14	6.76%	41.06%
32	16	7.73%	48.79%
33	16	7.73%	56.52%
34	17	8.21%	64.73%
35	17	8.21%	72.95%
36	12	5.80%	78.74%
37	11	5.31%	84.06%
38	7	3.38%	87.44%
39	7	3.38%	90.82%
40	8	3.86%	94.69%
41	4	1.93%	96.62%
42	1	0.48%	97.10%
43	3	1.45%	98.55%
44	0	0.00%	98.55%
45	1	0.48%	99.03%
46	1	0.48%	99.52%
47	1	0.48%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	207	100%	

Date: 8/24/2016 **Day:** Wednesday
Weather: Partly Cloudy
Hours: 9:00 AM **To** 12:00 PM
Number of Lanes: 4
Posted Speed: 35 mph
Channelization: Skip dash 2 way traffic
Street Width: 66'
Comm./Resid.: Industrial
DIRECTION: Northbound/Southbound

DATA ANALYSIS:

Mean Speed:	33
Standard Deviation:	5
Standard error of the mean:	0.35
15th Percentile:	27
50th Percentile:	33
85th Percentile:	38
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	67.15%
# in 10 MPH pace:	139



Total: 207 100%

Prepared by NDS/ATD

VOLUME

Fullerton Rd Bet. San Jose Ave & Railroad St

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_003

DAILY TOTALS					NB	SB	EB	WB	Total		
					10,534	8,862	0	0	19,396		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00	35	35			70	12:00	139	144			283
00:15	41	26			67	12:15	158	123			281
00:30	20	19			39	12:30	154	124			278
00:45	20	116	19	99	39	12:45	162	613	132	523	294
01:00	16	10			26	13:00	168	79			247
01:15	20	23			43	13:15	151	156			307
01:30	19	20			39	13:30	139	128			267
01:45	27	82	16	69	43	13:45	180	638	136	499	316
02:00	11	22			33	14:00	171	132			303
02:15	12	15			27	14:15	193	143			336
02:30	15	15			30	14:30	162	148			310
02:45	22	60	13	65	35	14:45	181	707	118	541	299
03:00	19	24			43	15:00	182	138			320
03:15	22	13			35	15:15	145	125			270
03:30	35	27			62	15:30	154	152			306
03:45	46	122	37	101	83	15:45	152	633	113	528	265
04:00	26	38			64	16:00	153	117			270
04:15	33	31			64	16:15	185	112			297
04:30	40	44			84	16:30	207	118			325
04:45	45	144	50	163	95	16:45	191	736	141	488	332
05:00	42	59			101	17:00	191	158			349
05:15	51	70			121	17:15	218	136			354
05:30	54	66			120	17:30	178	132			310
05:45	64	211	53	248	117	17:45	212	799	130	556	342
06:00	67	108			175	18:00	197	151			348
06:15	65	83			148	18:15	161	159			320
06:30	97	105			202	18:30	170	132			302
06:45	105	334	141	437	246	18:45	161	689	117	559	278
07:00	118	122			240	19:00	156	135			291
07:15	144	123			267	19:15	132	119			251
07:30	146	137			283	19:30	101	111			212
07:45	171	579	154	536	325	19:45	121	510	104	469	225
08:00	151	140			291	20:00	115	93			208
08:15	189	146			335	20:15	113	74			187
08:30	183	131			314	20:30	110	67			177
08:45	150	673	99	516	249	20:45	114	452	44	278	158
09:00	170	108			278	21:00	115	64			179
09:15	161	106			267	21:15	121	72			193
09:30	123	118			241	21:30	89	69			158
09:45	120	574	126	458	246	21:45	95	420	63	268	158
10:00	116	129			245	22:00	73	73			146
10:15	129	134			263	22:15	84	69			153
10:30	118	146			264	22:30	66	40			106
10:45	122	485	112	521	234	22:45	58	281	50	232	108
11:00	112	136			248	23:00	48	45			93
11:15	147	138			285	23:15	42	45			87
11:30	108	112			220	23:30	46	52			98
11:45	111	478	137	523	248	23:45	62	198	43	185	105
TOTALS	3858	3736			7594	TOTALS	6676	5126			11802
SPLIT %	50.8%	49.2%			39.2%	SPLIT %	56.6%	43.4%			60.8%

DAILY TOTALS					NB	SB	EB	WB	Total
					10,534	8,862	0	0	19,396

AM Peak Hour	07:45	07:30	07:45	PM Peak Hour	16:30	17:30	16:30
AM Pk Volume	694	577	1265	PM Pk Volume	807	572	1360
Pk Hr Factor	0.918	0.937	0.944	Pk Hr Factor	0.925	0.899	0.960
7 - 9 Volume	1252	1052	2304	4 - 6 Volume	1535	1044	2579
7 - 9 Peak Hour	07:45	07:30	07:45	4 - 6 Peak Hour	16:30	16:45	16:30
7 - 9 Pk Volume	694	577	1265	4 - 6 Pk Volume	807	567	1360
Pk Hr Factor	0.918	0.937	0.944	Pk Hr Factor	0.925	0.897	0.960

Prepared by NDS/ATD

Project #: CA16_5536_003

City: Industry

Location: Fullerton Rd Bet. San Jose Ave & Railroad St

Date: 8/23/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

59

STREET RAILROAD STREET
FROM AZUSA AVENUE

CERTIFICATION DATE:
TO HATCHER AVENUE

SPEED FACTORS

Date of Speed Survey	8/25/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	1:30 PM to 2:30 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	33.0	Speed limit increased from existing. 85th Percentile speed applied.	
85th Percentile Speed	40.0		
10 mph Pace Speed	28-37		
Percentage of Vehicles in Pace	64.0%		
Number of Survey Samples	204	Recommended Speed Limit	40 MPH

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	3
Collision Rate (ACC/MVM)	0.47
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

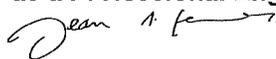
Average Daily Traffic	12,562	Date Counted	1/27/2016
Number of Lanes	4 lanes each direction		
Type of Traffic Control	Signalized at Azusa Ave; Stop controlled at Wallace Ave, Hatcher Ave		
Crosswalks?	At signalized intersections		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Moderate		

ROADWAY FACTORS

Length of Segment	2,429'
Width	64'
Vertical Curve	No
Horizontal Curve	Reverse curve
Visibility	Some restriction due to road curvature
Roadway Conditions	No bike lane or bus stops
Lighting	Yes
Adjacent Land Use	Industrial/Commercial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	Date	5/23/18
	State Registration Number	TE 2097

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Railroad St
Spt.Spdl. Location: Azusa Ave & Hatcher Ave

Ref. # 01

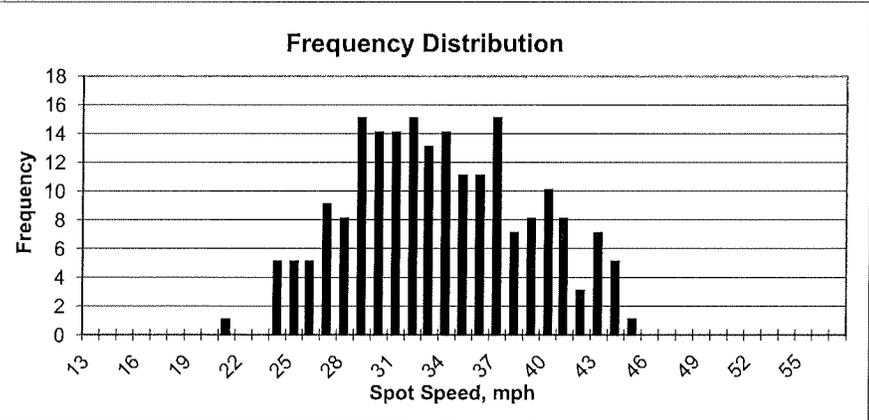
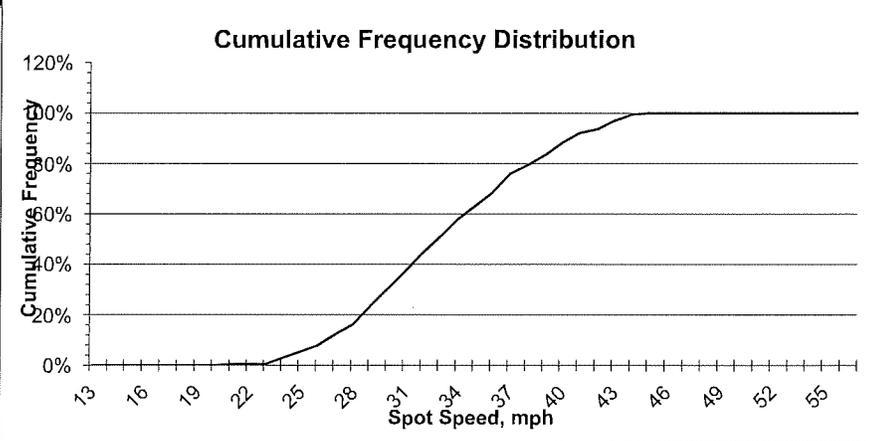
Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	1	0.49%	0.49%
22	0	0.00%	0.49%
23	0	0.00%	0.49%
24	5	2.45%	2.94%
25	5	2.45%	5.39%
26	5	2.45%	7.84%
27	9	4.41%	12.25%
28	8	3.92%	16.18%
29	15	7.35%	23.53%
30	14	6.86%	30.39%
31	14	6.86%	37.25%
32	15	7.35%	44.61%
33	13	6.37%	50.98%
34	14	6.86%	57.84%
35	11	5.39%	63.24%
36	11	5.39%	68.63%
37	15	7.35%	75.98%
38	7	3.43%	79.41%
39	8	3.92%	83.33%
40	10	4.90%	88.24%
41	8	3.92%	92.16%
42	3	1.47%	93.63%
43	7	3.43%	97.06%
44	5	2.45%	99.51%
45	1	0.49%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	204	100%	

Date: 8/25/2016 **Day:** Thursday
Weather: Sunny
Hours: 1:30 PM **To** 2:30 PM
Number of Lanes: 4
Posted Speed: 35
Channelization: Skip dash two way traffic
Street Width: 64'
Comm./Resid.: Industrial
DIRECTION: Eastbound & Westbound

DATA ANALYSIS:

Mean Speed:	34
Standard Deviation:	5
Standard error of the mean:	0.35
15th Percentile:	28
50th Percentile:	33
85th Percentile:	40
10 Mile Pace:	28 to 37
% of Samples in 10-Mile Pace:	63.73%
# in 10 MPH pace:	130

Comments: _____



Total: 204 100%

Prepared by NDS/ATD

VOLUME

Railroad St Bet. Azusa Ave & Hatcher Ave

Day: Wednesday
Date: 27-01-2016

City: Industry
Project #: CA15_5829_035

DAILY TOTALS						NB	SB	EB	WB	Total				
						0	0	6,494	6,068	12,562				
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			11	38	49	12:00			106	128	234			
0:15			4	23	27	12:15			107	107	214			
0:30			7	9	16	12:30			106	145	251			
0:45			3	25	2	12:45			145	464	99	479	244	943
1:00			4	13	17	13:00			118	138	256			
1:15			10	2	12	13:15			129	105	234			
1:30			5	28	33	13:30			114	114	228			
1:45			4	23	4	13:45			113	474	85	442	198	916
2:00			4	6	10	14:00			130	100	230			
2:15			4	5	9	14:15			108	74	182			
2:30			10	1	11	14:30			101	167	268			
2:45			6	24	0	14:45			84	423	106	447	190	870
3:00			3	7	10	15:00			92	128	220			
3:15			7	6	13	15:15			90	81	171			
3:30			18	13	31	15:30			91	139	230			
3:45			28	56	7	15:45			95	368	70	418	165	786
4:00			22	7	29	16:00			99	99	198			
4:15			37	16	53	16:15			95	87	182			
4:30			39	28	67	16:30			105	159	264			
4:45			51	149	23	16:45			94	393	118	463	212	856
5:00			27	26	53	17:00			105	269	374			
5:15			68	16	84	17:15			115	172	287			
5:30			85	29	114	17:30			109	269	378			
5:45			134	314	32	17:45			101	430	141	851	242	1281
6:00			44	34	78	18:00			84	176	260			
6:15			62	54	116	18:15			88	99	187			
6:30			60	53	113	18:30			53	142	195			
6:45			75	241	43	18:45			52	277	110	527	162	804
7:00			68	62	130	19:00			38	50	88			
7:15			76	49	125	19:15			31	48	79			
7:30			146	52	198	19:30			25	32	57			
7:45			187	477	64	19:45			15	109	33	163	48	272
8:00			205	61	266	20:00			22	33	55			
8:15			214	55	269	20:15			17	18	35			
8:30			211	100	311	20:30			14	63	77			
8:45			222	852	59	20:45			13	66	23	137	36	203
9:00			227	66	293	21:00			29	56	85			
9:15			115	46	161	21:15			22	22	44			
9:30			121	67	188	21:30			16	28	44			
9:45			117	580	65	21:45			12	79	10	116	22	195
10:00			64	64	128	22:00			9	20	29			
10:15			73	74	147	22:15			6	6	12			
10:30			83	72	155	22:30			14	13	27			
10:45			61	281	81	22:45			10	39	8	47	18	86
11:00			78	68	146	23:00			11	28	39			
11:15			75	71	146	23:15			10	8	18			
11:30			69	95	164	23:30			16	29	45			
11:45			76	298	99	23:45			15	52	18	83	33	135
TOTALS				3320	1895	5215	TOTALS			3174	4173	7347		
SPLIT %				63.7%	36.3%	41.5%	SPLIT %			43.2%	56.8%	58.5%		

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	6,494	6,068	12,562

AM Peak Hour	8:15	11:45	8:15	PM Peak Hour	12:45	17:00	17:00
AM Pk Volume	874	479	1154	PM Pk Volume	506	851	1281
Pk Hr Factor	0.963	0.826	0.928	Pk Hr Factor	0.872	0.791	0.847
7 - 9 Volume	1329	502	1831	4 - 6 Volume	823	1314	2137
7 - 9 Peak Hour	8:00	7:45	8:00	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	852	280	1127	4 - 6 Pk Volume	430	851	1281
Pk Hr Factor	0.959	0.700	0.906	Pk Hr Factor	0.935	0.791	0.847

Prepared by NDS/ATD

Project #: CA15_5829_035

City: Industry

Location: Railroad St Bet. Azusa Ave & Hatcher Ave

Date: 1/27/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

60

STREET RAILROAD STREET
FROM ROWLAND

CERTIFICATION DATE:
TO FULLERTON

SPEED FACTORS

Date of Speed Survey	8/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	1:30 PM to 2:30 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	37.0	Speed limit increased from existing. 85th Percentile speed applied.	
85th Percentile Speed	42.0		
10 mph Pace Speed	34 to 43		
Percentage of Vehicles in Pace	66.0%	Recommended Speed Limit	40 MPH
Number of Survey Samples	144		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	5
Collision Rate (ACC/MVM)	1.24
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

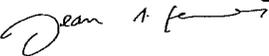
Average Daily Traffic		Date Counted	8/23/2016
Number of Lanes	1 lane each direction		
Type of Traffic Control	Signalized at Railroad St, Fullerton Rd; Stop controlled at Lawson St, Samuelson St		
Crosswalks?	At signalized intersections		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	On north side of segment only		
Driveways?	Yes, many throughout segment		

ROADWAY FACTORS

Length of Segment	6,495'
Width	36'
Vertical Curve	None
Horizontal Curve	Yes, sharp curvature south of Rowland St
Visibility	Some restriction due to road curvature
Roadway Conditions	Railroad crossing east of Samuelson
Lighting	On north side of segment
Adjacent Land Use	Industrial to the north, railroad tracks directly south of Railroad St

Field Study By **KHA** Checked By **KHA**

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	Date	5/23/18	State Registration Number	TE 2097
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CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Railroad St
Spt.Spd. Location: Rowland St & Fullerton Rd

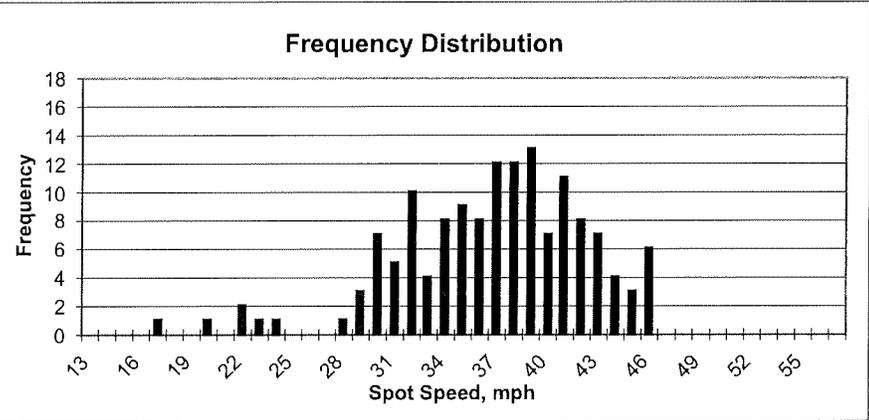
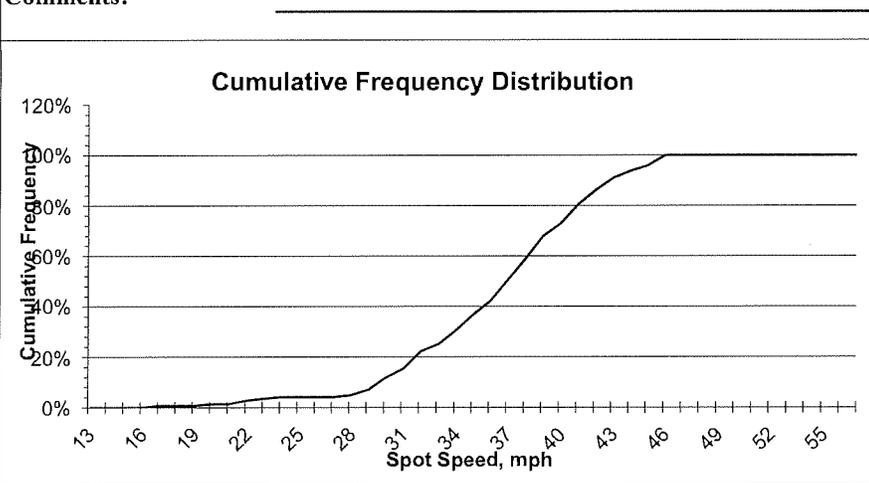
Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	1	0.69%	0.69%
18	0	0.00%	0.69%
19	0	0.00%	0.69%
20	1	0.69%	1.39%
21	0	0.00%	1.39%
22	2	1.39%	2.78%
23	1	0.69%	3.47%
24	1	0.69%	4.17%
25	0	0.00%	4.17%
26	0	0.00%	4.17%
27	0	0.00%	4.17%
28	1	0.69%	4.86%
29	3	2.08%	6.94%
30	7	4.86%	11.81%
31	5	3.47%	15.28%
32	10	6.94%	22.22%
33	4	2.78%	25.00%
34	8	5.56%	30.56%
35	9	6.25%	36.81%
36	8	5.56%	42.36%
37	12	8.33%	50.69%
38	12	8.33%	59.03%
39	13	9.03%	68.06%
40	7	4.86%	72.92%
41	11	7.64%	80.56%
42	8	5.56%	86.11%
43	7	4.86%	90.97%
44	4	2.78%	93.75%
45	3	2.08%	95.83%
46	6	4.17%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	144	100%	

Date: 8/24/2016 **Day:** Wednesday
Weather: Sunny
Hours: 1:30 PM To 2:30 PM
Number of Lanes: 2
Posted Speed: 35
Channelization: None, one lane each direction
Street Width: 36'
Comm./Resid.: Industrial
DIRECTION: Eastbound & Westbound

DATA ANALYSIS:

Mean Speed:	37
Standard Deviation:	6
Standard error of the mean:	0.5
15th Percentile:	31
50th Percentile:	37
85th Percentile:	42
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	65.97%
# in 10 MPH pace:	95



Total: 144 100%

Prepared by NDS/ATD

VOLUME

Railroad St Bet. Rowland St & Fullerton Rd

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_004

DAILY TOTALS					NB	SB	EB	WB	Total					
					0	0	1,616	1,380	2,996					
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
00:00			8	19	27	12:00			27	19	46			
00:15			2	6	8	12:15			32	16	48			
00:30			1	0	1	12:30			26	25	51			
00:45			2	13	1	12:45			30	115	16	76	46	191
01:00			2	3	5	13:00			31	12	43			
01:15			1	2	3	13:15			31	20	51			
01:30			4	15	19	13:30			28	23	51			
01:45			5	12	3	13:45			38	128	19	74	57	202
02:00			0	1	1	14:00			18	31	49			
02:15			3	3	6	14:15			36	17	53			
02:30			4	0	4	14:30			58	32	90			
02:45			2	9	2	14:45			31	143	26	106	57	249
03:00			8	2	10	15:00			38	48	86			
03:15			3	1	4	15:15			25	24	49			
03:30			3	2	5	15:30			75	22	97			
03:45			6	20	9	15:45			40	178	17	111	57	289
04:00			2	4	6	16:00			33	39	72			
04:15			11	21	32	16:15			16	18	34			
04:30			11	13	24	16:30			37	23	60			
04:45			11	35	24	16:45			12	98	16	96	28	194
05:00			5	6	11	17:00			47	19	66			
05:15			6	10	16	17:15			36	15	51			
05:30			12	6	18	17:30			54	19	73			
05:45			22	45	14	17:45			25	162	12	65	37	227
06:00			17	17	34	18:00			25	13	38			
06:15			14	10	24	18:15			28	4	32			
06:30			11	18	29	18:30			15	4	19			
06:45			31	73	21	18:45			11	79	5	26	16	105
07:00			23	21	44	19:00			10	3	13			
07:15			16	25	41	19:15			9	6	15			
07:30			26	43	69	19:30			12	10	22			
07:45			27	92	33	19:45			4	35	3	22	7	57
08:00			25	55	80	20:00			5	2	7			
08:15			21	46	67	20:15			7	2	9			
08:30			20	35	55	20:30			2	4	6			
08:45			14	80	29	20:45			2	16	3	11	5	27
09:00			14	25	39	21:00			1	1	2			
09:15			9	24	33	21:15			1	3	4			
09:30			13	13	26	21:30			4	2	6			
09:45			16	52	18	21:45			5	11	3	9	8	20
10:00			23	12	35	22:00			5	3	8			
10:15			11	15	26	22:15			3	4	7			
10:30			15	17	32	22:30			8	4	12			
10:45			13	62	14	22:45			9	25	3	14	12	39
11:00			13	19	32	23:00			3	8	11			
11:15			25	17	42	23:15			6	3	9			
11:30			19	17	36	23:30			19	16	35			
11:45			26	83	25	23:45			22	50	7	34	29	84
TOTALS			576	736	1312	TOTALS			1040	644	1684			
SPLIT %			43.9%	56.1%	43.8%	SPLIT %			61.8%	38.2%	56.2%			

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	1,616	1,380	2,996

AM Peak Hour	11:45	07:30	07:30	PM Peak Hour	15:00	14:30	14:45
AM Pk Volume	111	177	276	PM Pk Volume	178	130	289
Pk Hr Factor	0.867	0.805	0.863	Pk Hr Factor	0.593	0.677	0.745
7 - 9 Volume	172	287	459	4 - 6 Volume	260	161	421
7 - 9 Peak Hour	07:30	07:30	07:30	4 - 6 Peak Hour	17:00	16:00	17:00
7 - 9 Pk Volume	99	177	276	4 - 6 Pk Volume	162	96	227
Pk Hr Factor	0.917	0.805	0.863	Pk Hr Factor	0.750	0.615	0.777

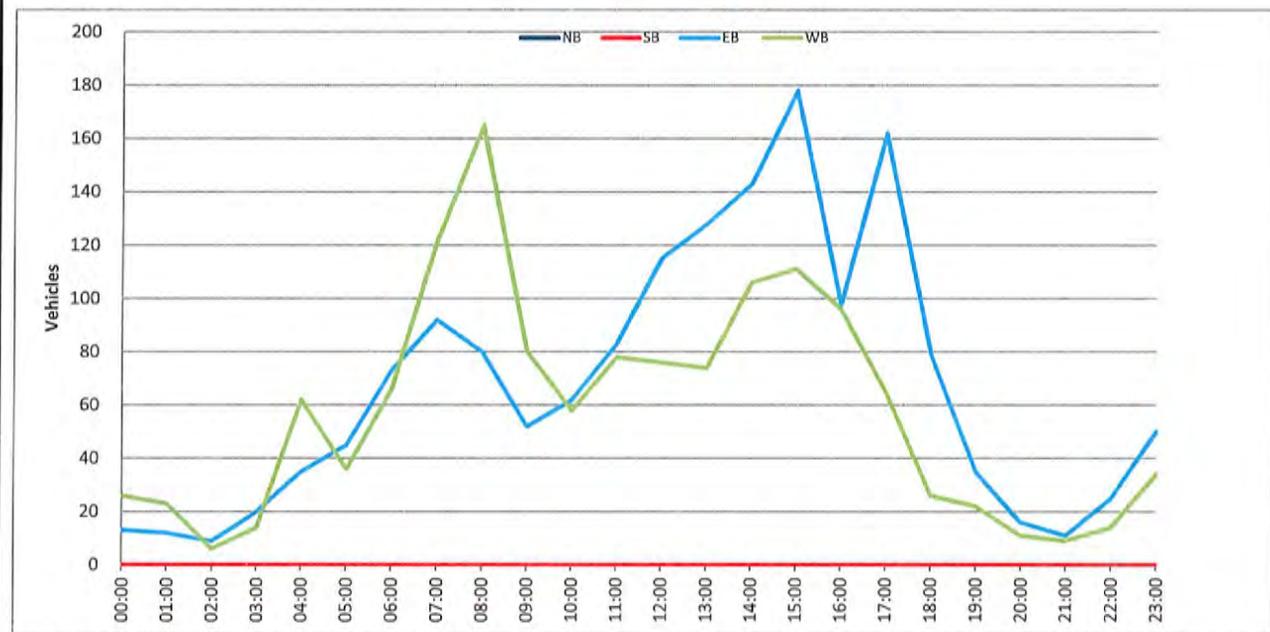
Prepared by NDS/ATD

Project #: CA16_5536_004

City: Industry

Location: Railroad St Bet. Rowland St & Fullerton Rd

Date: 8/23/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

61

STREET RAILROAD
FROM FULLERTON ROAD

CERTIFICATION DATE:
TO CHARLIE ROAD

SPEED FACTORS

Date of Speed Survey	3/15/2018	Posted Speed Limit	35 MPH
Time of Speed Survey	1:02 PM to 1:58 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	40.0	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	46.0		
10 mph Pace Speed	34 to 43		
Percentage of Vehicles in Pace	64.0%	Recommended Speed Limit	40 MPH
Number of Survey Samples	100		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	1
Collision Rate (ACC/MVM)	0.63
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

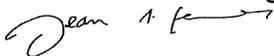
Average Daily Traffic	2,460	Date Counted	8/23/2016
Number of Lanes	1 lane each direction		
Type of Traffic Control	Signalized at Fullerton Rd; stop controlled at Charlie Rd; Railroad crossing at Charlie Rd		
Crosswalks?	At signalized intersections & Charlie Rd		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	On north side		
Driveways?	Yes		

ROADWAY FACTORS

Length of Segment	3,105'
Width	44'
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Roadway Conditions	Railroad crossing
Lighting	None
Adjacent Land Use	Insutrial to the north, Railroad tracks directly to the south

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	Date	5/23/18	State Registration Number	TE 2097
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Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Railroad St
Spt.Sp.d. Location: Bet. Fullerton Rd & Charlie Rd

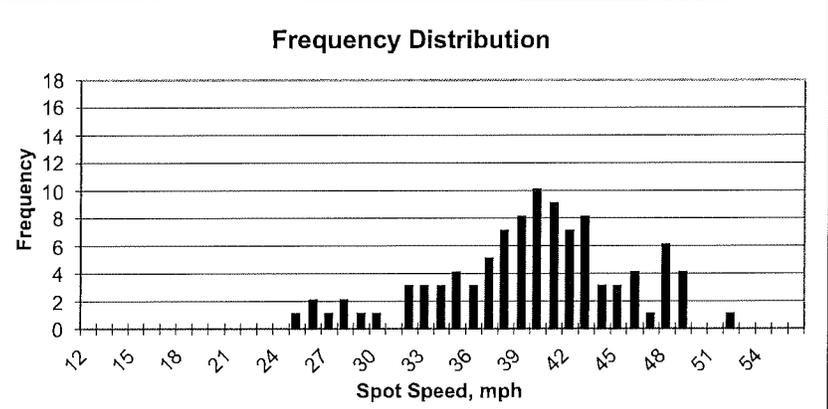
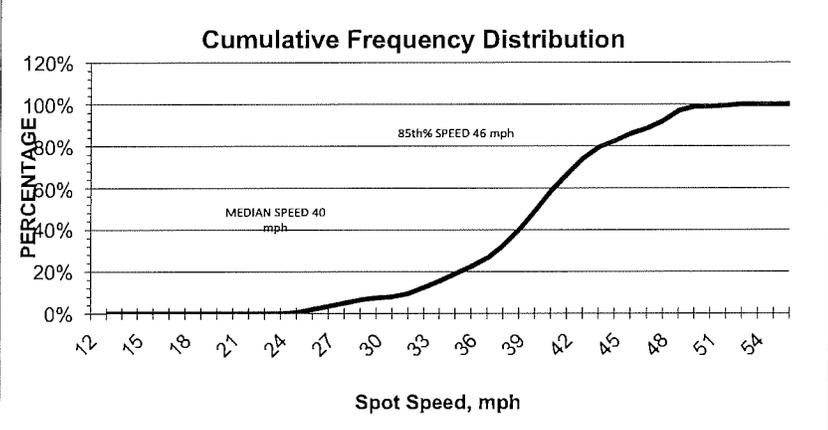
Date: 3/15/2018 **Day:** Thursday
Time From: 1:02 PM **To:** 1:58 PM
Weather: Clear/Dry
Number of Lanes: 2
Posted Speed: 35 mph
Street Width: 44'
Comm./Resid.: Commercial
Direction: Eastbound/Westbound

Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	1.00%	1.00%
26	2	2.00%	3.00%
27	1	1.00%	4.00%
28	2	2.00%	6.00%
29	1	1.00%	7.00%
30	1	1.00%	8.00%
31	0	0.00%	8.00%
32	3	3.00%	11.00%
33	3	3.00%	14.00%
34	3	3.00%	17.00%
35	4	4.00%	21.00%
36	3	3.00%	24.00%
37	5	5.00%	29.00%
38	7	7.00%	36.00%
39	8	8.00%	44.00%
40	10	10.00%	54.00%
41	9	9.00%	63.00%
42	7	7.00%	70.00%
43	8	8.00%	78.00%
44	3	3.00%	81.00%
45	3	3.00%	84.00%
46	4	4.00%	88.00%
47	1	1.00%	89.00%
48	6	6.00%	95.00%
49	4	4.00%	99.00%
50	0	0.00%	99.00%
51	0	0.00%	99.00%
52	1	1.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

DATA ANALYSIS:

Average Speed:	40
Standard Deviation:	6
Standard error of the mean:	0.6
15th Percentile:	34
50th Percentile:	40
85th Percentile:	46
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	64.00%
# in 10 MPH pace:	64

Comments: _____



No. of Vehicles: 100 100%

Prepared by NDS/ATD

VOLUME

Railroad St Bet. Fullerton Rd & Cul de Sac

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_005

DAILY TOTALS						NB	SB	EB	WB	Total	
						0	0	1,254	1,206	2,460	
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00			0	1	1	12:00			24	30	54
00:15			1	0	1	12:15			26	26	52
00:30			1	1	2	12:30			26	49	75
00:45			2	4	2	12:45			23	99	122
01:00			1	0	1	13:00			21	26	47
01:15			0	0	0	13:15			29	16	45
01:30			2	1	3	13:30			21	28	49
01:45			1	4	2	13:45			33	104	137
02:00			0	0	0	14:00			13	17	30
02:15			0	3	3	14:15			15	14	29
02:30			6	2	8	14:30			28	37	65
02:45			1	7	3	14:45			17	73	90
03:00			1	2	3	15:00			24	17	41
03:15			1	1	2	15:15			13	21	34
03:30			2	4	6	15:30			26	26	52
03:45			6	10	2	15:45			10	73	83
04:00			0	1	1	16:00			22	20	42
04:15			7	2	9	16:15			17	27	44
04:30			7	5	12	16:30			11	40	51
04:45			15	29	1	16:45			6	56	62
05:00			6	6	12	17:00			22	29	51
05:15			11	3	14	17:15			21	25	46
05:30			15	4	19	17:30			32	32	64
05:45			44	76	9	17:45			22	97	119
06:00			19	23	42	18:00			14	45	59
06:15			13	3	16	18:15			10	20	30
06:30			8	13	21	18:30			8	11	19
06:45			23	63	8	18:45			2	34	36
07:00			17	4	21	19:00			6	8	14
07:15			8	14	22	19:15			5	5	10
07:30			22	13	35	19:30			0	10	10
07:45			34	81	15	19:45			1	12	13
08:00			28	16	44	20:00			4	3	7
08:15			32	15	47	20:15			4	4	8
08:30			31	15	46	20:30			2	3	5
08:45			26	117	18	20:45			4	14	18
09:00			26	21	47	21:00			3	3	6
09:15			26	8	34	21:15			6	2	8
09:30			30	17	47	21:30			2	1	3
09:45			13	95	13	21:45			8	19	27
10:00			21	21	42	22:00			0	5	5
10:15			16	18	34	22:15			2	4	6
10:30			25	20	45	22:30			3	4	7
10:45			26	88	30	22:45			1	6	7
11:00			22	17	39	23:00			1	5	6
11:15			18	19	37	23:15			3	1	4
11:30			22	29	51	23:30			0	0	0
11:45			27	89	20	23:45			0	4	4
TOTALS			663	442	1105	TOTALS			591	764	1355
SPLIT %			60.0%	40.0%	44.9%	SPLIT %			43.6%	56.4%	55.1%

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	1,254	1,206	2,460

AM Peak Hour	07:45	11:45	11:45	PM Peak Hour	13:00	12:00	12:00
AM Pk Volume	125	125	228	PM Pk Volume	104	137	236
Pk Hr Factor	0.919	0.638	0.760	Pk Hr Factor	0.788	0.699	0.787
7 - 9 Volume	198	110	308	4 - 6 Volume	153	212	365
7 - 9 Peak Hour	07:45	08:00	07:45	4 - 6 Peak Hour	17:00	16:15	17:00
7 - 9 Pk Volume	125	64	186	4 - 6 Pk Volume	97	112	206
Pk Hr Factor	0.919	0.889	0.949	Pk Hr Factor	0.758	0.700	0.805

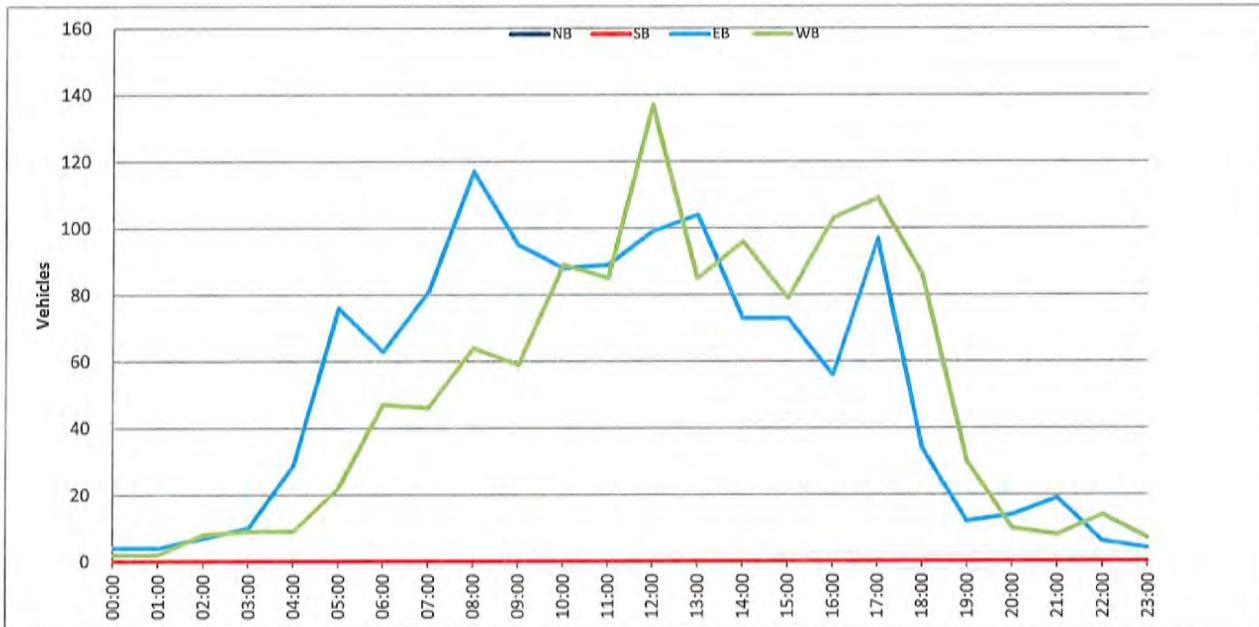
Prepared by NDS/ATD

Project #: CA16_5536_005

City: Industry

Location: Railroad St Bet. Fullerton Rd & Cul de Sac

Date: 8/23/2016



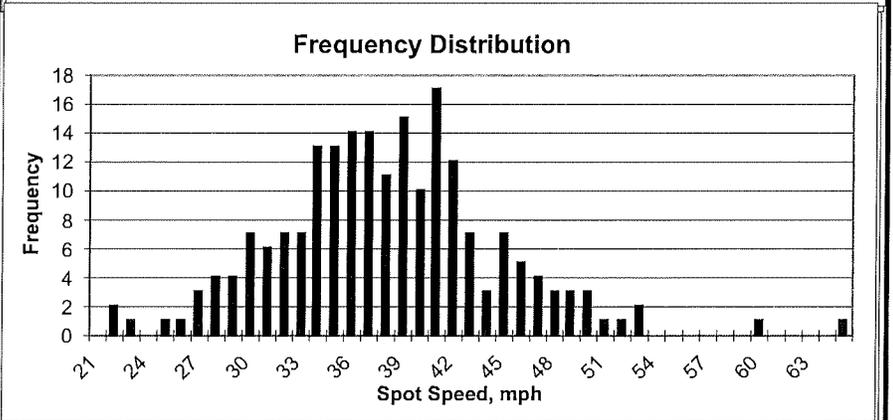
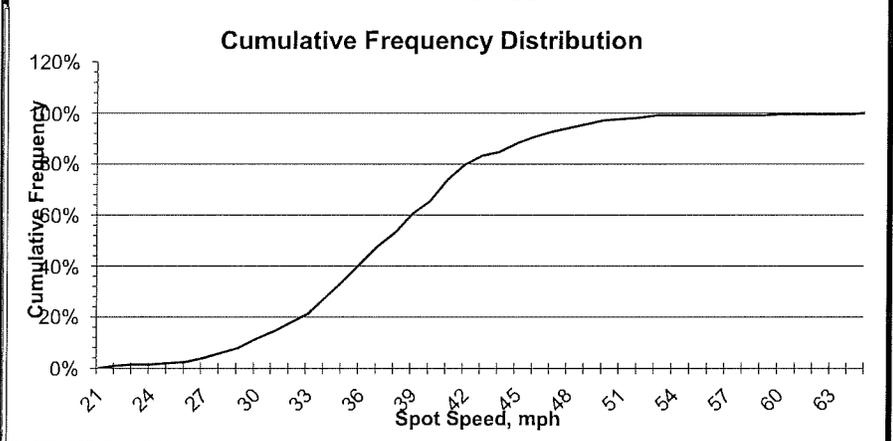
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Crossroads Parkway S
Spt.Sp. Location: Workman Mill & Crossroads Parkway North

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
21	0	0.00%	0.00%
22	2	0.99%	0.99%
23	1	0.49%	1.48%
24	0	0.00%	1.48%
25	1	0.49%	1.97%
26	1	0.49%	2.46%
27	3	1.48%	3.94%
28	4	1.97%	5.91%
29	4	1.97%	7.88%
30	7	3.45%	11.33%
31	6	2.96%	14.29%
32	7	3.45%	17.73%
33	7	3.45%	21.18%
34	13	6.40%	27.59%
35	13	6.40%	33.99%
36	14	6.90%	40.89%
37	14	6.90%	47.78%
38	11	5.42%	53.20%
39	15	7.39%	60.59%
40	10	4.93%	65.52%
41	17	8.37%	73.89%
42	12	5.91%	79.80%
43	7	3.45%	83.25%
44	3	1.48%	84.73%
45	7	3.45%	88.18%
46	5	2.46%	90.64%
47	4	1.97%	92.61%
48	3	1.48%	94.09%
49	3	1.48%	95.57%
50	3	1.48%	97.04%
51	1	0.49%	97.54%
52	1	0.49%	98.03%
53	2	0.99%	99.01%
54	0	0.00%	99.01%
55	0	0.00%	99.01%
56	0	0.00%	99.01%
57	0	0.00%	99.01%
58	0	0.00%	99.01%
59	0	0.00%	99.01%
60	1	0.49%	99.51%
61	0	0.00%	99.51%
62	0	0.00%	99.51%
63	0	0.00%	99.51%
64	0	0.00%	99.51%
65	1	0.49%	100.00%

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Sunny</u>		
Hours:	<u>1:27 PM</u>	To	<u>2:11 PM</u>
Number of Lanes:	<u>4</u>		
Posted Speed:	<u>35</u>		
Channelization:	<u>Skip dash 2 way traffic</u>		
Street Width:	<u>84'</u>		
Comm./Resid.:	<u>Mix</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:	<u>38</u>		
Standard Deviation:	<u>6</u>		
Standard error of the mean:	<u>0.42</u>		
15th Percentile:	<u>32</u>		
50th Percentile:	<u>38</u>		
85th Percentile:	<u>45</u>		
10 Mile Pace:	<u>33</u>	to	<u>42</u>
% of Samples in 10-Mile Pace:	<u>62.07%</u>		
# in 10 MPH pace:	<u>126</u>		
Comments:	<u></u>		



Total: 203 100%

VOLUME

Crossroads Parkway S Bet. Workman Mill Rd & Crossroads Parkway N

Day: Thursday
Date: 1/14/2016

City: Industry
Project #: CA15_5829_045

DAILY TOTALS		NB	SB	EB	WB	Total						
		0	0	4,779	5,170	9,949						
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
0:00			9	9	18	12:00			142	92	234	
0:15			4	8	12	12:15			126	94	220	
0:30			3	2	5	12:30			87	138	225	
0:45			13	29	4	23	12:45		71	426	108	432
1:00			10	3	13	13:00			86	111	197	
1:15			7	7	14	13:15			86	109	195	
1:30			8	5	13	13:30			64	87	151	
1:45			7	32	0	15	13:45		79	315	73	380
2:00			5	1	6	14:00			61	87	148	
2:15			4	5	9	14:15			77	107	184	
2:30			4	5	9	14:30			86	72	158	
2:45			4	17	2	13	14:45		92	316	73	339
3:00			5	5	10	15:00			113	54	167	
3:15			3	4	7	15:15			109	58	167	
3:30			4	7	11	15:30			93	58	151	
3:45			17	29	4	20	15:45		100	415	56	226
4:00			6	7	13	16:00			99	82	181	
4:15			6	5	11	16:15			100	66	166	
4:30			7	9	16	16:30			140	69	209	
4:45			7	26	18	39	16:45		90	429	54	271
5:00			11	31	42	17:00			129	65	194	
5:15			9	33	42	17:15			110	74	184	
5:30			16	38	54	17:30			116	77	193	
5:45			20	56	63	165	17:45		100	455	91	307
6:00			18	68	86	18:00			144	87	231	
6:15			35	75	110	18:15			88	70	158	
6:30			30	87	117	18:30			104	56	160	
6:45			37	120	145	375	18:45		68	404	80	293
7:00			38	141	179	19:00			67	32	99	
7:15			52	153	205	19:15			55	23	78	
7:30			60	137	197	19:30			43	18	61	
7:45			63	213	187	618	19:45		40	205	30	103
8:00			61	132	193	20:00			34	18	52	
8:15			43	119	162	20:15			25	23	48	
8:30			50	120	170	20:30			30	22	52	
8:45			43	197	97	468	20:45		23	112	12	75
9:00			48	80	128	21:00			31	24	55	
9:15			35	79	114	21:15			20	14	34	
9:30			46	63	109	21:30			22	13	35	
9:45			57	186	60	282	21:45		21	94	13	64
10:00			52	61	113	22:00			19	15	34	
10:15			59	74	133	22:15			16	21	37	
10:30			62	76	138	22:30			14	16	30	
10:45			78	251	49	260	22:45		6	55	17	69
11:00			70	60	130	23:00			10	18	28	
11:15			78	60	138	23:15			8	8	16	
11:30			105	83	188	23:30			3	5	8	
11:45			107	360	92	295	23:45		16	37	7	38
TOTALS			1516	2573	4089	TOTALS			3263	2597	5860	
SPLIT %			37.1%	62.9%	41.1%	SPLIT %			55.7%	44.3%	58.9%	

DAILY TOTALS		NB	SB	EB	WB	Total	
		0	0	4,779	5,170	9,949	

AM Peak Hour	11:30	7:00	11:45	PM Peak Hour	17:15	12:30	12:00
AM Pk Volume	480	618	878	PM Pk Volume	470	466	858
Pk Hr Factor	0.845	0.826	0.938	Pk Hr Factor	0.816	0.844	0.917
7 - 9 Volume	410	1086	1496	4 - 6 Volume	884	578	1462
7 - 9 Peak Hour	7:15	7:00	7:15	4 - 6 Peak Hour	16:30	17:00	17:00
7 - 9 Pk Volume	236	618	845	4 - 6 Pk Volume	469	307	762
Pk Hr Factor	0.937	0.826	0.845	Pk Hr Factor	0.838	0.843	0.982

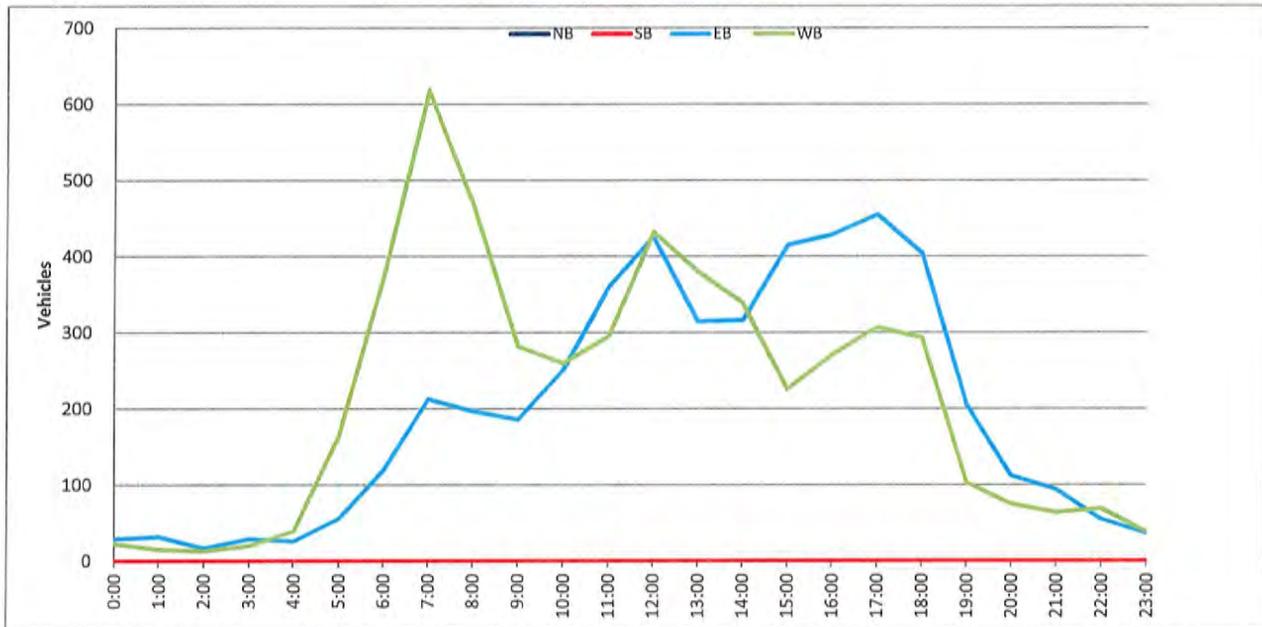
Prepared by NDS/ATD

Project #: CA15_5829_045

City: Industry

Location: Crossroads Parkway S Bet. Workman Mill Rd

Date: 1/14/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

63

STREET CROSSROADS PARKWAY N
FROM CITY BOUNDARY

CERTIFICATION DATE:
TO CROSSROADS PARKWAY SOUTH

SPEED FACTORS

Date of Speed Survey 8/24/2016
Time of Speed Survey 1:27 PM to 2:11 PM
50th Percentile Speed (Mean Speed) 39.0
85th Percentile Speed 45.0
10 mph Pace Speed 33 to 42
Percentage of Vehicles in Pace 65.0%
Number of Survey Samples 202

Posted Speed Limit 35 MPH
Speed Justification
 Speed limit increased from existing. 85th Percentile speed downgraded due to high collision rate.
Recommended Speed Limit 40 MPH

COLLISION HISTORY

Number of Years Studied 3
Total Collisions 18
Collision Rate (ACC/MVM) 3.25
Expected Collisions (ACC/MVM) 1.18

TRAFFIC FACTORS

Average Daily Traffic 10,108
Number of Lanes 2 lanes each direction
Type of Traffic Control Signalized at Crossroads Pkwy S
Crosswalks? At signalized intersection
Pedestrian Traffic Minimal
Truck Traffic Yes
On-Street Parking No
Sidewalks? Yes
Driveways? Yes

Date Counted 8/23/2016

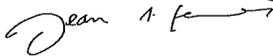
ROADWAY FACTORS

Length of Segment 2,640'
Width 84'
Vertical Curve Yes
Horizontal Curve Yes
Visibility Restriction due to vertical and horizontal curvature
Roadway Conditions Railroad undercrossing; Pomona Freeway south of segment
Lighting Yes
Adjacent Land Use Commercial/Industrial

Field Study By KHA

Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares

5/23/18
Date

TE 2097
State Registration Number

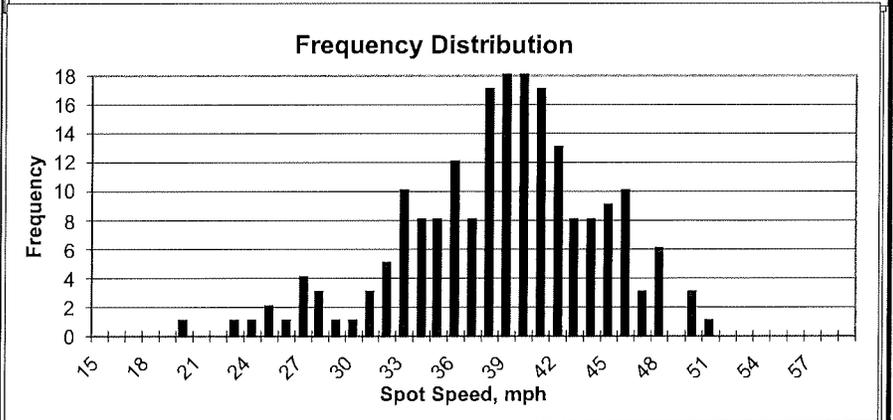
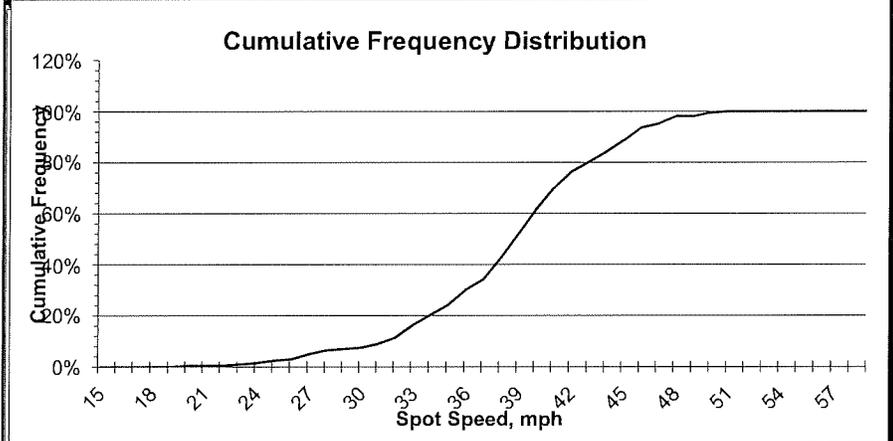
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Crossroads Parkway N
Spt.Sp.d. Location: City Boundary & Crossroads Parkway South

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	0.50%	0.50%
21	0	0.00%	0.50%
22	0	0.00%	0.50%
23	1	0.50%	0.99%
24	1	0.50%	1.49%
25	2	0.99%	2.48%
26	1	0.50%	2.97%
27	4	1.98%	4.95%
28	3	1.49%	6.44%
29	1	0.50%	6.93%
30	1	0.50%	7.43%
31	3	1.49%	8.91%
32	5	2.48%	11.39%
33	10	4.95%	16.34%
34	8	3.96%	20.30%
35	8	3.96%	24.26%
36	12	5.94%	30.20%
37	8	3.96%	34.16%
38	17	8.42%	42.57%
39	19	9.41%	51.98%
40	19	9.41%	61.39%
41	17	8.42%	69.80%
42	13	6.44%	76.24%
43	8	3.96%	80.20%
44	8	3.96%	84.16%
45	9	4.46%	88.61%
46	10	4.95%	93.56%
47	3	1.49%	95.05%
48	6	2.97%	98.02%
49	0	0.00%	98.02%
50	3	1.49%	99.50%
51	1	0.50%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Sunny</u>		
Hours:	<u>1:27 PM</u>	To	<u>2:11 PM</u>
Number of Lanes:	<u>4</u>		
Posted Speed:	<u>35</u>		
Channelization:	<u>Skip dash 2 way traffic</u>		
Street Width:	<u>84'</u>		
Comm./Resid.:	<u>Mix</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:	<u>39</u>		
Standard Deviation:	<u>6</u>		
Standard error of the mean:	<u>0.42</u>		
15th Percentile:	<u>33</u>		
50th Percentile:	<u>39</u>		
85th Percentile:	<u>45</u>		
10 Mile Pace:	<u>33</u>	to	<u>42</u>
% of Samples in 10-Mile Pace:	<u>64.85%</u>		
# in 10 MPH pace:	<u>131</u>		
Comments:	<u></u>		



Total: 202 100%

Prepared by NDS/ATD

VOLUME

Crossroads Pkwy N Bet. City Boundary & Crossroads Pkwy S

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_006

DAILY TOTALS						NB	SB	EB	WB	Total				
						0	0	5,059	5,049	10,108				
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
00:00			9	25	34	12:00			75	87	162			
00:15			7	25	32	12:15			85	99	184			
00:30			3	20	23	12:30			94	104	198			
00:45			5	24	9	79	12:45		75	329	80	370	155	699
01:00			5	8	13	13:00			79	59	138			
01:15			2	6	8	13:15			71	76	147			
01:30			3	11	14	13:30			87	69	156			
01:45			2	12	16	41	13:45		80	317	65	269	145	586
02:00			4	9	13	14:00			89	54	143			
02:15			1	7	8	14:15			73	76	149			
02:30			5	10	15	14:30			67	69	136			
02:45			6	16	9	35	14:45		69	298	72	271	141	569
03:00			5	8	13	15:00			82	71	153			
03:15			7	9	16	15:15			66	79	145			
03:30			11	8	19	15:30			91	67	158			
03:45			8	31	9	34	15:45		77	316	71	288	148	604
04:00			8	9	17	16:00			74	74	148			
04:15			13	8	21	16:15			52	58	110			
04:30			21	13	34	16:30			90	86	176			
04:45			19	61	24	54	16:45		83	299	93	311	176	610
05:00			14	65	79	17:00			130	88	218			
05:15			30	57	87	17:15			73	93	166			
05:30			29	47	76	17:30			90	81	171			
05:45			34	107	50	219	17:45		87	380	75	337	162	717
06:00			36	32	68	18:00			84	75	159			
06:15			47	60	107	18:15			55	78	133			
06:30			68	44	112	18:30			63	72	135			
06:45			73	224	75	211	18:45		32	234	65	290	97	524
07:00			109	54	163	19:00			59	81	140			
07:15			191	60	251	19:15			41	63	104			
07:30			194	75	269	19:30			39	82	121			
07:45			210	704	86	275	19:45		30	169	51	277	81	446
08:00			198	79	277	20:00			32	59	91			
08:15			110	91	201	20:15			29	55	94			
08:30			89	78	167	20:30			21	44	65			
08:45			79	476	64	312	20:45		11	103	45	203	56	306
09:00			72	63	135	21:00			16	42	58			
09:15			55	63	118	21:15			28	56	84			
09:30			66	51	117	21:30			10	33	43			
09:45			50	243	55	232	21:45		17	71	37	168	54	239
10:00			74	66	140	22:00			15	58	73			
10:15			55	51	106	22:15			13	39	52			
10:30			62	54	116	22:30			13	34	47			
10:45			72	263	61	232	22:45		14	55	32	163	46	218
11:00			66	62	128	23:00			15	26	41			
11:15			63	52	115	23:15			11	13	24			
11:30			85	71	156	23:30			9	47	56			
11:45			72	286	79	264	23:45		6	41	28	114	34	155
TOTALS				2447	1988		TOTALS			2612	3061		5673	
SPLIT %				55.2%	44.8%		SPLIT %			46.0%	54.0%		56.1%	

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	5,059	5,049	10,108

AM Peak Hour	07:15	11:45	07:15	PM Peak Hour	17:00	12:00	16:30
AM Pk Volume	793	369	1093	PM Pk Volume	380	370	736
Pk Hr Factor	0.944	0.887	0.923	Pk Hr Factor	0.731	0.889	0.844
7 - 9 Volume	1180	587	1767	4 - 6 Volume	679	648	1327
7 - 9 Peak Hour	07:15	07:45	07:15	4 - 6 Peak Hour	17:00	16:30	16:30
7 - 9 Pk Volume	793	334	1093	4 - 6 Pk Volume	380	360	736
Pk Hr Factor	0.944	0.918	0.923	Pk Hr Factor	0.731	0.968	0.844

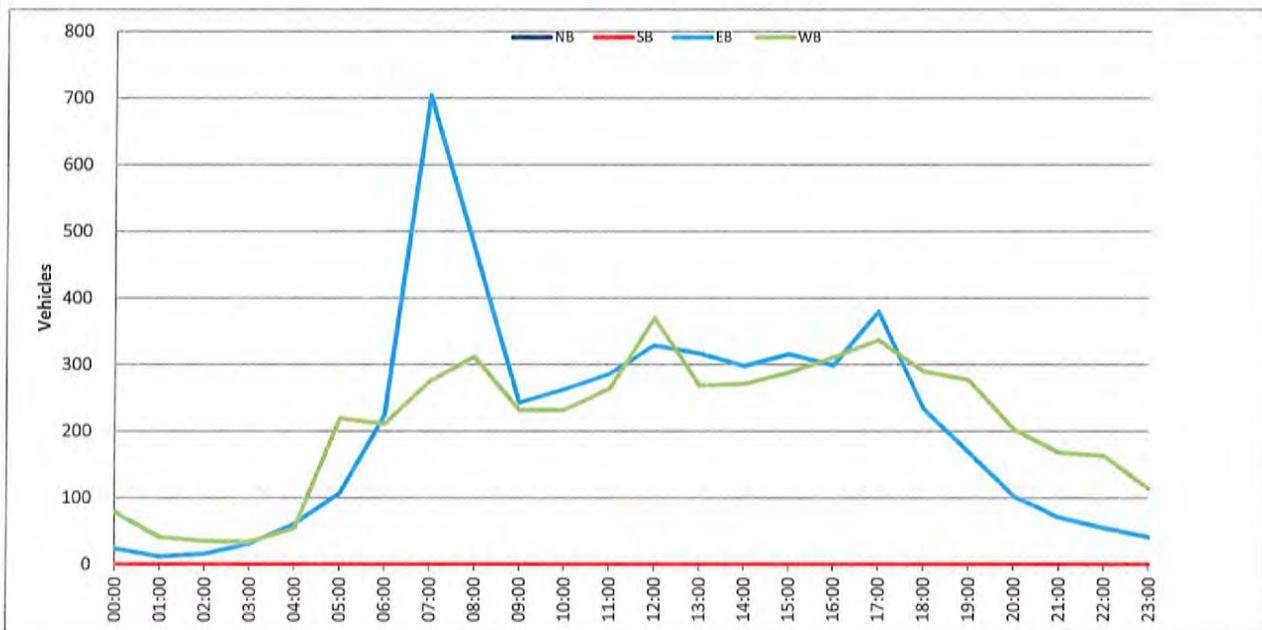
Prepared by NDS/ATD

Project #: CA16_5536_006

City: Industry

Location: Crossroads Pkwy N Bet. City Boundary &

Date: 8/23/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

64

STREET SEVENTH AVENUE
FROM SALT LAKE AVENUE

CERTIFICATION DATE:
TO DON JULIAN

SPEED FACTORS

Date of Speed Survey 8/24/2016
Time of Speed Survey 1:00 PM to 4:00 PM
50th Percentile Speed (Mean Speed) 40.0
85th Percentile Speed 45.0
10 mph Pace Speed 36 to 45
Percentage of Vehicles in Pace 67.0%
Number of Survey Samples 200

Posted Speed Limit 35 MPH
Speed Justification
 Speed limit increased from existing. 85th Percentile downgraded to maintain consistency with adjacent segment.
Recommended Speed Limit 40 MPH

COLLISION HISTORY

Number of Years Studied 3
Total Collisions 6
Collision Rate (ACC/MVM) 0.41
Expected Collisions (ACC/MVM) 1.31

TRAFFIC FACTORS

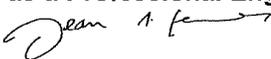
Average Daily Traffic 33,828 **Date Counted** 1/14/2016
Number of Lanes 2 lanes each direction
Type of Traffic Control Signalized at Don Julian Rd, Salt Lake Ave; Stop controlled at Bonelli St
Crosswalks? At signalized intersections
Pedestrian Traffic Minimal
Truck Traffic Yes
On-Street Parking No
Sidewalks? Yes
Driveways? Yes

ROADWAY FACTORS

Length of Segment 2,112'
Width 64'
Vertical Curve Slight curvature
Horizontal Curve Slight curvature
Visibility Fair
Roadway Conditions No bike lanes, bus stops
Lighting Yes
Adjacent Land Use Industrial, Bridge overpass south of Bonelli St

Field Study By KHA **Checked By** KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares 5/23/18 TE 2097
Signature **Date** **State Registration Number**

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Seventh Avenue
Spt.Sp. Location: Salt Lake Ave & Don Julian

Ref. # 01

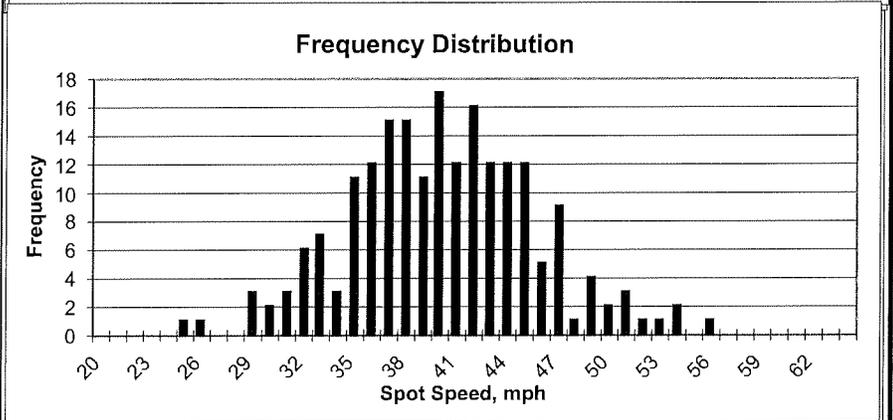
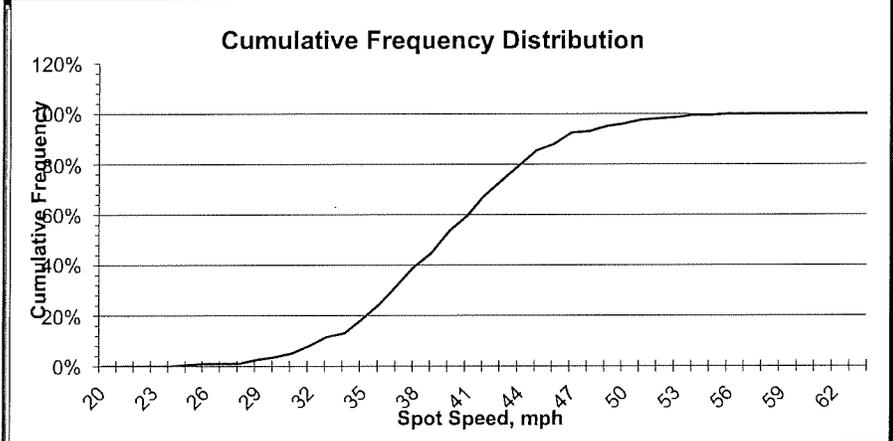
Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.50%	0.50%
26	1	0.50%	1.00%
27	0	0.00%	1.00%
28	0	0.00%	1.00%
29	3	1.50%	2.50%
30	2	1.00%	3.50%
31	3	1.50%	5.00%
32	6	3.00%	8.00%
33	7	3.50%	11.50%
34	3	1.50%	13.00%
35	11	5.50%	18.50%
36	12	6.00%	24.50%
37	15	7.50%	32.00%
38	15	7.50%	39.50%
39	11	5.50%	45.00%
40	17	8.50%	53.50%
41	12	6.00%	59.50%
42	16	8.00%	67.50%
43	12	6.00%	73.50%
44	12	6.00%	79.50%
45	12	6.00%	85.50%
46	5	2.50%	88.00%
47	9	4.50%	92.50%
48	1	0.50%	93.00%
49	4	2.00%	95.00%
50	2	1.00%	96.00%
51	3	1.50%	97.50%
52	1	0.50%	98.00%
53	1	0.50%	98.50%
54	2	1.00%	99.50%
55	0	0.00%	99.50%
56	1	0.50%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
Total:	200	100%	

Date: 8/24/2016 **Day:** Wednesday
Weather: Sunny
Hours: 1:00 PM **To** 4:00 PM
Number of Lanes: 4
Posted Speed: 35 mph
Channelization: Skip dash 2 way traffic
Street Width: 64'
Comm./Resid.: Industrial
DIRECTION: Northbound/Southbound

DATA ANALYSIS:

Mean Speed:	40
Standard Deviation:	5
Standard error of the mean:	0.35
15th Percentile:	35
50th Percentile:	40
85th Percentile:	45
10 Mile Pace:	36 to 45
% of Samples in 10-Mile Pace:	67.00%
# in 10 MPH pace:	134

Comments: _____



Total: 200 100%

Prepared by NDS/ATD

VOLUME

7th Ave Bet. Salt Lake Ave & Don Julian Rd

Day: Thursday
Date: 1/14/2016

City: Industry
Project #: CA15_5829_061

DAILY TOTALS					NB	SB	EB	WB	Total		
					17,035	16,793	0	0	33,828		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
0:00	50	35			85	12:00	223	244			467
0:15	49	31			80	12:15	254	246			500
0:30	45	35			80	12:30	270	274			544
0:45	38	182	23	124	61	12:45	324	1071	251	1015	575
1:00	31	31			62	13:00	295	279			574
1:15	31	23			54	13:15	282	252			534
1:30	28	36			64	13:30	304	326			630
1:45	33	123	34	124	67	13:45	248	1129	273	1130	521
2:00	30	40			70	14:00	291	267			558
2:15	31	24			55	14:15	233	288			521
2:30	29	36			65	14:30	312	316			628
2:45	41	131	41	141	82	14:45	322	1158	282	1153	604
3:00	30	45			75	15:00	301	279			580
3:15	38	42			80	15:15	351	281			632
3:30	56	66			122	15:30	321	293			614
3:45	92	216	83	236	175	15:45	254	1227	274	1127	528
4:00	59	48			107	16:00	303	258			561
4:15	63	94			157	16:15	335	284			619
4:30	109	122			231	16:30	304	316			620
4:45	146	377	149	413	295	16:45	302	1244	243	1101	545
5:00	99	147			246	17:00	267	347			614
5:15	96	157			253	17:15	266	273			539
5:30	141	176			317	17:30	310	299			609
5:45	167	503	186	666	353	17:45	285	1128	297	1216	582
6:00	131	188			319	18:00	301	241			542
6:15	119	220			339	18:15	250	233			483
6:30	162	248			410	18:30	251	178			429
6:45	213	625	220	876	433	18:45	243	1045	141	793	384
7:00	185	252			437	19:00	253	172			425
7:15	215	311			526	19:15	190	168			358
7:30	268	227			495	19:30	180	154			334
7:45	273	941	251	1041	524	19:45	186	809	135	629	321
8:00	262	251			513	20:00	145	134			279
8:15	232	214			446	20:15	117	90			207
8:30	256	223			479	20:30	114	103			217
8:45	256	1006	229	917	485	20:45	113	489	107	434	220
9:00	210	198			408	21:00	128	130			258
9:15	191	185			376	21:15	115	116			231
9:30	181	214			395	21:30	112	119			231
9:45	199	781	198	795	397	21:45	123	478	105	470	228
10:00	263	230			493	22:00	106	82			188
10:15	216	199			415	22:15	97	79			176
10:30	211	202			413	22:30	101	101			202
10:45	215	905	201	832	416	22:45	69	373	69	331	138
11:00	209	220			429	23:00	59	76			135
11:15	230	231			461	23:15	47	70			117
11:30	224	285			509	23:30	46	57			103
11:45	235	898	253	989	488	23:45	44	196	37	240	81
TOTALS	6688	7154			13842	TOTALS	10347	9639			19986
SPLIT %	48.3%	51.7%			40.9%	SPLIT %	51.8%	48.2%			59.1%

DAILY TOTALS					NB	SB	EB	WB	Total
					17,035	16,793	0	0	33,828

AM Peak Hour	7:30	7:00	7:15	PM Peak Hour	14:45	17:00	14:30
AM Pk Volume	1035	1041	2058	PM Pk Volume	1295	1216	2444
Pk Hr Factor	0.948	0.837	0.978	Pk Hr Factor	0.922	0.876	0.967
7 - 9 Volume	1947	1958	3905	4 - 6 Volume	2372	2317	4689
7 - 9 Peak Hour	7:30	7:00	7:15	4 - 6 Peak Hour	16:00	17:00	16:15
7 - 9 Pk Volume	1035	1041	2058	4 - 6 Pk Volume	1244	1216	2398
Pk Hr Factor	0.948	0.837	0.978	Pk Hr Factor	0.928	0.876	0.967

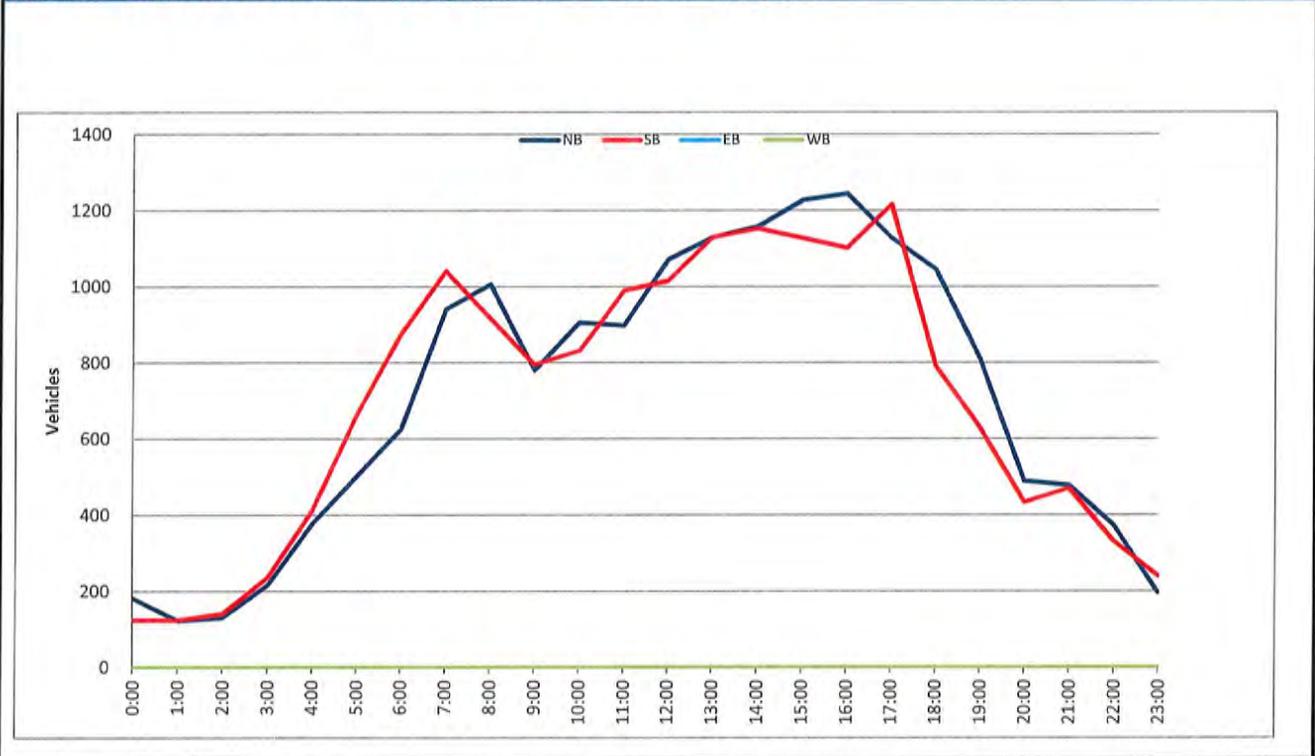
Prepared by NDS/ATD

Project #: CA15_5829_061

City: Industry

Location: 7th Ave Bet. Salt Lake Ave & Don Julian Rd

Date: 1/14/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

65

STREET ARENTH AVENUE
FROM FULLERTON ROAD

CERTIFICATION DATE:
TO NOGALES STREET

SPEED FACTORS

Date of Speed Survey	8/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	9:00 AM to 12:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	37.0	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	44.0		
10 mph Pace Speed	34 to 43		
Percentage of Vehicles in Pace	53.0%	Recommended Speed Limit	40 MPH
Number of Survey Samples			

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	5
Collision Rate (ACC/MVM)	0.73
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

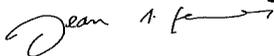
Average Daily Traffic	6,485	Date Counted	1/27/2016
Number of Lanes	2 lanes each direction		
Type of Traffic Control	Signalized at Fullerton Rd, Nogales St; Stop controlled at Epperson Dr		
Crosswalks?	At signalized intersections		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	On north side of segment		
Driveways?	Yes		

ROADWAY FACTORS

Length of Segment	5,122'
Width	48'
Vertical Curve	Slight curvature
Horizontal Curve	Curvature throughout segment
Visibility	Some restriction due to road curvature
Roadway Conditions	Channel adjacent to road on south side of segment
Lighting	On north side of segment
Adjacent Land Use	Commercial, industrial, channel

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



5/23/18

Jean Fares	Date	State Registration Number
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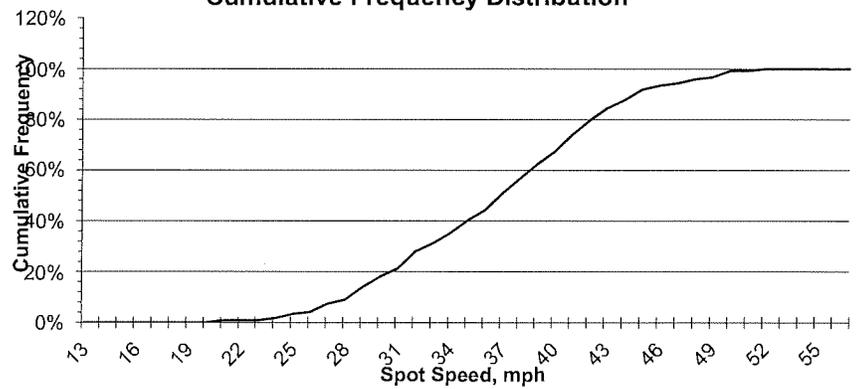
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Arenth Ave
Spt.Sp. Location: Fullerton Rd & Nogales St Ref. # 01

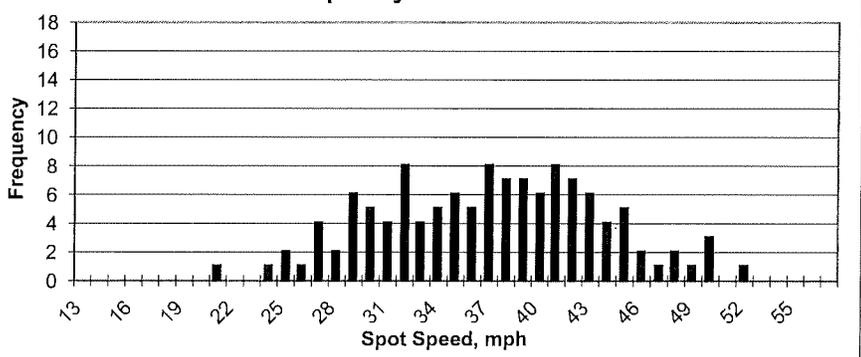
Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	1	0.82%	0.82%
22	0	0.00%	0.82%
23	0	0.00%	0.82%
24	1	0.82%	1.64%
25	2	1.64%	3.28%
26	1	0.82%	4.10%
27	4	3.28%	7.38%
28	2	1.64%	9.02%
29	6	4.92%	13.93%
30	5	4.10%	18.03%
31	4	3.28%	21.31%
32	8	6.56%	27.87%
33	4	3.28%	31.15%
34	5	4.10%	35.25%
35	6	4.92%	40.16%
36	5	4.10%	44.26%
37	8	6.56%	50.82%
38	7	5.74%	56.56%
39	7	5.74%	62.30%
40	6	4.92%	67.21%
41	8	6.56%	73.77%
42	7	5.74%	79.51%
43	6	4.92%	84.43%
44	4	3.28%	87.70%
45	5	4.10%	91.80%
46	2	1.64%	93.44%
47	1	0.82%	94.26%
48	2	1.64%	95.90%
49	1	0.82%	96.72%
50	3	2.46%	99.18%
51	0	0.00%	99.18%
52	1	0.82%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	122	100%	

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Partly Cloudy</u>		
Hours:	<u>9:00 AM</u>	To	<u>12:00 PM</u>
Number of Lanes:	<u>4</u>		
Posted Speed:	<u>35 mph</u>		
Channelization:	<u>Skip dash 2 way traffic</u>		
Street Width:	<u>48'</u>		
Comm./Resid.:	<u>Commercial/Industrial</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:			<u>37</u>
Standard Deviation:			<u>6</u>
Standard error of the mean:			<u>0.54</u>
15th Percentile:			<u>30</u>
50th Percentile:			<u>37</u>
85th Percentile:			<u>44</u>
10 Mile Pace:	<u>34</u>	to	<u>43</u>
% of Samples in 10-Mile Pace:			<u>53.28%</u>
# in 10 MPH pace:			<u>65</u>
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



Prepared by NDS/ATD

VOLUME

Arenth Ave Bet. Fullerton Rd & Nogales St

Day: Wednesday
Date: 27-01-2016

City: Industry
Project #: CA15_5829_067

DAILY TOTALS					NB	SB	EB	WB	Total			
					0	0	3,655	2,830	6,485			
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
0:00			8	8	16	12:00			46	43	89	
0:15			5	7	12	12:15			50	49	99	
0:30			7	5	12	12:30			55	43	98	
0:45			6	26	3	23	12:45		54	205	48	183
1:00			2	1	3	13:00			58	41	99	
1:15			2	0	2	13:15			49	41	90	
1:30			1	2	3	13:30			51	56	107	
1:45			1	6	3	6	13:45		64	222	41	179
2:00			5	2	7	14:00			44	31	75	
2:15			2	3	5	14:15			41	37	78	
2:30			3	2	5	14:30			94	52	146	
2:45			3	13	2	9	14:45		55	234	37	157
3:00			1	5	6	15:00			73	40	113	
3:15			4	8	12	15:15			61	47	108	
3:30			5	6	11	15:30			86	48	134	
3:45			4	14	2	21	15:45		80	300	33	168
4:00			8	4	12	16:00			82	46	128	
4:15			5	11	16	16:15			80	35	115	
4:30			8	15	23	16:30			82	57	139	
4:45			15	36	21	51	16:45		86	330	39	177
5:00			6	22	28	17:00			106	65	171	
5:15			6	39	45	17:15			113	35	148	
5:30			13	26	39	17:30			124	62	186	
5:45			19	44	48	135	17:45		92	435	34	196
6:00			4	31	35	18:00			89	64	153	
6:15			11	53	64	18:15			75	33	108	
6:30			15	45	60	18:30			69	30	99	
6:45			26	56	59	188	18:45		65	298	33	160
7:00			23	38	61	19:00			57	27	84	
7:15			33	51	84	19:15			53	20	73	
7:30			37	53	90	19:30			44	35	79	
7:45			61	154	60	202	19:45		41	195	22	104
8:00			50	61	111	20:00			37	14	51	
8:15			84	68	152	20:15			39	18	57	
8:30			68	56	124	20:30			36	9	45	
8:45			56	258	65	250	20:45		36	148	14	55
9:00			51	39	90	21:00			36	15	51	
9:15			34	51	85	21:15			27	12	39	
9:30			39	49	88	21:30			12	4	16	
9:45			26	150	33	172	21:45		31	106	7	38
10:00			35	33	68	22:00			28	10	38	
10:15			31	30	61	22:15			17	8	25	
10:30			37	33	70	22:30			15	8	23	
10:45			39	142	45	141	22:45		16	76	5	31
11:00			42	35	77	23:00			12	11	23	
11:15			49	30	79	23:15			6	3	9	
11:30			43	69	112	23:30			10	3	13	
11:45			37	171	31	165	23:45		8	36	2	19
TOTALS			1070	1363	2433	TOTALS			2585	1467	4052	
SPLIT %			44.0%	56.0%	37.5%	SPLIT %			63.8%	36.2%	62.5%	

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	3,655	2,830	6,485

AM Peak Hour	7:45	8:00	7:45	PM Peak Hour	17:00	16:45	17:00
AM Pk Volume	263	250	508	PM Pk Volume	435	201	631
Pk Hr Factor	0.783	0.919	0.836	Pk Hr Factor	0.877	0.773	0.848
7 - 9 Volume	412	452	864	4 - 6 Volume	765	373	1138
7 - 9 Peak Hour	7:45	8:00	7:45	4 - 6 Peak Hour	17:00	16:45	17:00
7 - 9 Pk Volume	263	250	508	4 - 6 Pk Volume	435	201	631
Pk Hr Factor	0.783	0.919	0.836	Pk Hr Factor	0.877	0.773	0.848

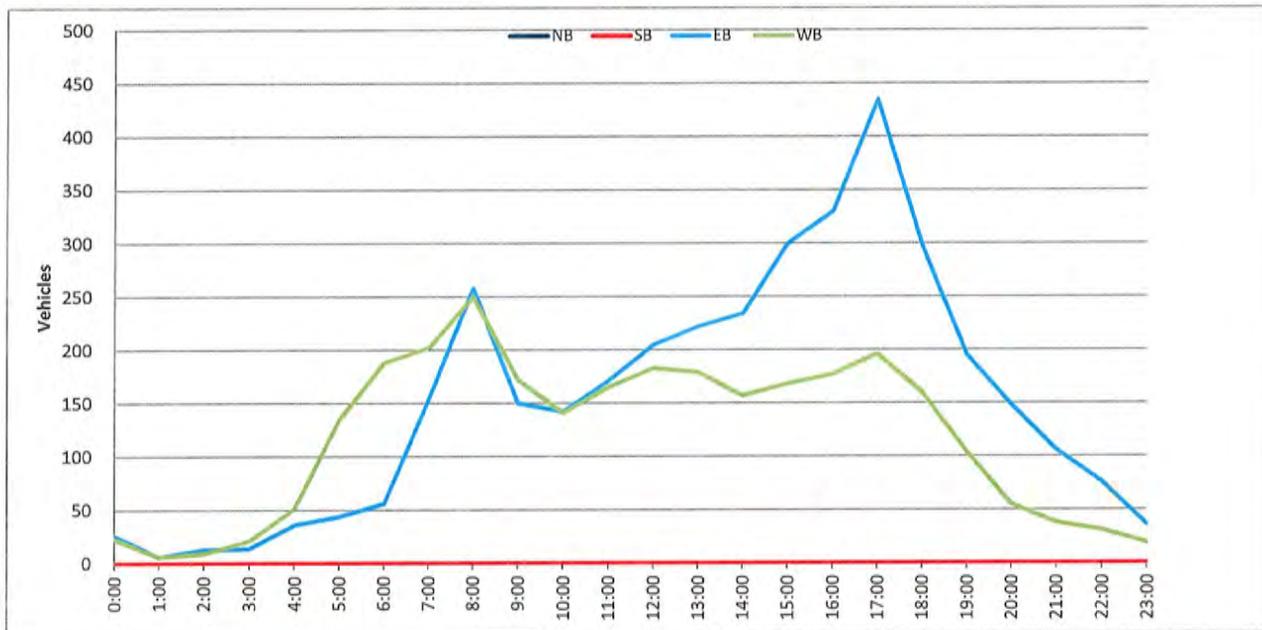
Prepared by NDS/ATD

Project #: CA15_5829_067

City: Industry

Location: Arenth Ave Bet. Fullerton Rd & Nogales St

Date: 1/27/2016



CITY OF INDUSTRY ENGINEERING AND TRAFFIC SURVEY

66

STREET CHESTNUT ST
FROM BIXBY

CERTIFICATION DATE:
TO ANAHEIM AND PUENTE ROAD

SPEED FACTORS

Date of Speed Survey	8/30/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	9:00 AM to 12:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	35.0	85th Percentile speed downgraded due to high collision rate.	
85th Percentile Speed	41.0		
10 mph Pace Speed	32 to 41		
Percentage of Vehicles in Pace	63.0%	Recommended Speed Limit	35 MPH
Number of Survey Samples	396		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	4
Collision Rate (ACC/MVM)	1.53
Expected Collisions (ACC/MVM)	0.94

TRAFFIC FACTORS

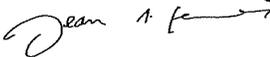
Average Daily Traffic	3,311	Date Counted	1/27/2016
Number of Lanes	1 lane each direction		
Type of Traffic Control	Stop controlled at Anaheim and Puente Rd, Kearn Creek Ct, Bixby Dr		
Crosswalks?	No		
Pedestrian Traffic	Few		
Truck Traffic	Yes, heavy		
On-Street Parking	No		
Sidewalks?	No		
Driveways?	Yes		

ROADWAY FACTORS

Length of Segment	3,802'
Width	48'
Vertical Curve	Slight curvature
Horizontal Curve	Slight horizontal curvature
Visibility	Slight restriction due to horizontal curvature
Roadway Conditions	No bike, bus route
Lighting	
Adjacent Land Use	Rail yard north of segment; Industrial south of segment

Field Study By KHA **Checked By** KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



5/23/18

Jean Fares	Date	State Registration Number
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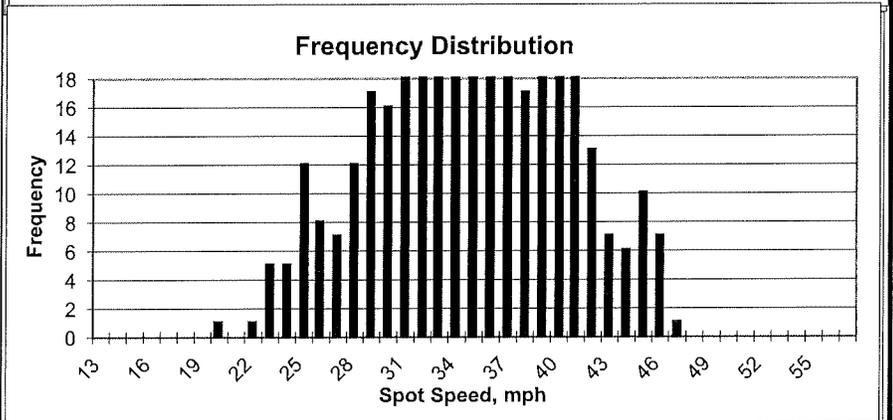
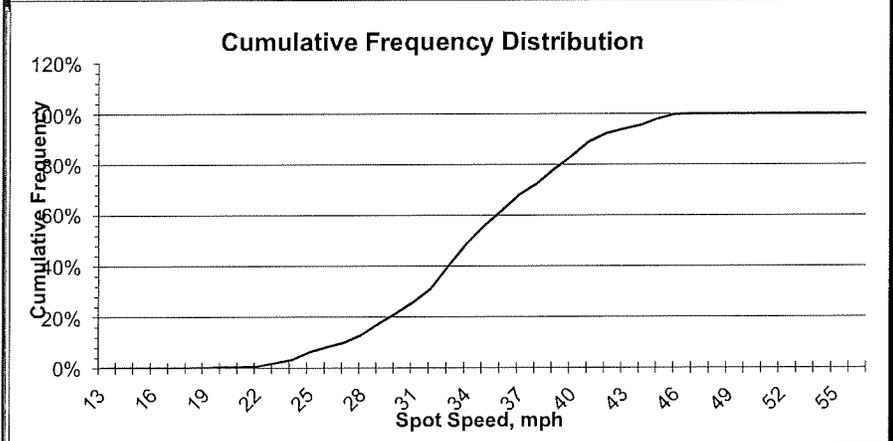
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Chestnut St
Spt.Sp. Location: Bixby & Anaheim and Puente

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	0.25%	0.25%
21	0	0.00%	0.25%
22	1	0.25%	0.51%
23	5	1.26%	1.77%
24	5	1.26%	3.03%
25	12	3.03%	6.06%
26	8	2.02%	8.08%
27	7	1.77%	9.85%
28	12	3.03%	12.88%
29	17	4.29%	17.17%
30	16	4.04%	21.21%
31	18	4.55%	25.76%
32	21	5.30%	31.06%
33	35	8.84%	39.90%
34	34	8.59%	48.48%
35	28	7.07%	55.56%
36	24	6.06%	61.62%
37	25	6.31%	67.93%
38	17	4.29%	72.22%
39	23	5.81%	78.03%
40	20	5.05%	83.08%
41	23	5.81%	88.89%
42	13	3.28%	92.17%
43	7	1.77%	93.94%
44	6	1.52%	95.45%
45	10	2.53%	97.98%
46	7	1.77%	99.75%
47	1	0.25%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	396	100%	

Date:	<u>8/30/2016</u>	Day:	<u>Tuesday</u>
Weather:	<u>Partly Cloudy</u>		
Hours:	<u>9:00 AM</u>	To	<u>12:00 PM</u>
Number of Lanes:	<u>2</u>		
Posted Speed:	<u>35 mph</u>		
Channelization:	<u>Not channelized, one lane per direction</u>		
Street Width:	<u>48'</u>		
Comm./Resid.:	<u>Industrial</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:	<u>35</u>		
Standard Deviation:	<u>5</u>		
Standard error of the mean:	<u>0.25</u>		
15th Percentile:	<u>29</u>		
50th Percentile:	<u>35</u>		
85th Percentile:	<u>41</u>		
10 Mile Pace:	<u>32</u>	to	<u>41</u>
% of Samples in 10-Mile Pace:	<u>63.13%</u>		
# in 10 MPH pace:	<u>250</u>		
Comments:			



Total: 396 100%

Prepared by NDS/ATD

VOLUME

Chestnut St Bet. Bixby Dr & Anaheim and Puente Rd

Day: Wednesday
Date: 1/27/2016

City: Industry
Project #: CA15_5829_070

DAILY TOTALS					NB	SB	EB	WB	Total		
					0	0	1,786	1,525	3,311		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00			8	7	15	12:00			30	26	56
00:15			3	2	5	12:15			17	28	45
00:30			2	2	4	12:30			20	32	52
00:45			1	14	1	12:45			26	93	117
01:00			0	1	1	13:00			13	21	34
01:15			1	0	1	13:15			20	29	49
01:30			0	1	1	13:30			32	10	42
01:45			0	1	0	13:45			20	85	105
02:00			7	0	7	14:00			18	17	35
02:15			2	0	2	14:15			18	20	38
02:30			4	1	5	14:30			49	21	70
02:45			0	13	0	14:45			12	97	109
03:00			1	0	1	15:00			38	24	62
03:15			2	0	2	15:15			30	33	63
03:30			0	0	0	15:30			84	19	103
03:45			2	5	1	15:45			29	181	210
04:00			3	5	8	16:00			56	22	78
04:15			4	2	6	16:15			49	11	60
04:30			3	27	30	16:30			69	23	92
04:45			9	19	24	16:45			62	236	298
05:00			6	12	18	17:00			91	34	125
05:15			8	7	15	17:15			68	35	103
05:30			10	13	23	17:30			66	53	119
05:45			14	38	24	17:45			36	261	297
06:00			12	27	39	18:00			47	36	83
06:15			8	29	37	18:15			19	28	47
06:30			9	23	32	18:30			32	10	42
06:45			24	53	56	18:45			11	109	120
07:00			32	35	67	19:00			11	7	18
07:15			23	48	71	19:15			12	8	20
07:30			23	45	68	19:30			10	9	19
07:45			36	114	43	19:45			7	40	47
08:00			41	35	76	20:00			1	3	4
08:15			52	31	83	20:15			3	3	6
08:30			39	23	62	20:30			4	3	7
08:45			38	170	35	20:45			5	13	18
09:00			19	24	43	21:00			3	0	3
09:15			24	17	41	21:15			6	1	7
09:30			11	19	30	21:30			6	4	10
09:45			15	69	19	21:45			2	17	19
10:00			17	9	26	22:00			7	0	7
10:15			13	17	30	22:15			1	4	5
10:30			13	19	32	22:30			5	2	7
10:45			15	58	14	22:45			2	15	17
11:00			17	20	37	23:00			3	2	5
11:15			21	18	39	23:15			1	2	3
11:30			17	18	35	23:30			2	5	7
11:45			22	77	30	23:45			2	8	10
TOTALS			631	784	1415	TOTALS			1155	741	1896
SPLIT %			44.6%	55.4%	42.7%	SPLIT %			60.9%	39.1%	57.3%

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	1,786	1,525	3,311

AM Peak Hour	08:00	06:45	07:30	PM Peak Hour	16:30	17:15	17:00
AM Pk Volume	170	184	306	PM Pk Volume	290	174	433
Pk Hr Factor	0.817	0.821	0.922	Pk Hr Factor	0.797	0.821	0.866
7 - 9 Volume	284	295	579	4 - 6 Volume	497	237	734
7 - 9 Peak Hour	08:00	07:00	07:30	4 - 6 Peak Hour	16:30	17:00	17:00
7 - 9 Pk Volume	170	171	306	4 - 6 Pk Volume	290	172	433
Pk Hr Factor	0.817	0.891	0.922	Pk Hr Factor	0.797	0.811	0.866

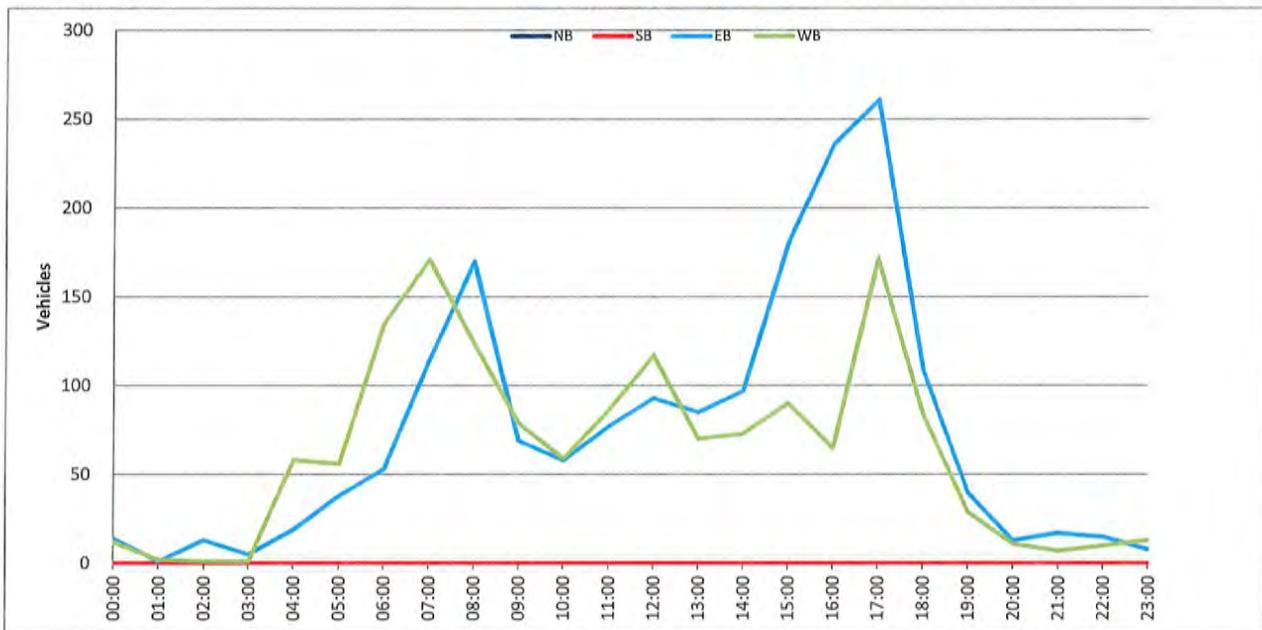
Prepared by NDS/ATD

Project #: CA15_5829_070

City: Industry

Location: Chestnut St Bet. Bixby Dr & Anaheim and

Date: 1/27/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

67

STREET DON JULIAN ROAD
FROM 7TH

CERTIFICATION DATE:
TO TURNBULL

SPEED FACTORS

Date of Speed Survey	8/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	37.0	85th Percentile speed rounded down per CVC Section 21400(b) and maintain consistency with adjacent segments.	
85th Percentile Speed	39.0	Recommended Speed Limit	35 MPH
10 mph Pace Speed	32 to 41		
Percentage of Vehicles in Pace	91.0%		
Number of Survey Samples	106		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	3
Collision Rate (ACC/MVM)	0.41
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

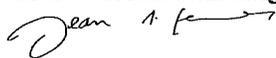
Average Daily Traffic	8,542	Date Counted	1/14/2016
Number of Lanes	2 lanes each direction		
Type of Traffic Control	Signalized at 7th Ave and south of 9th Ave, Turnbull Canyon Rd; Stop controlled at 9th Ave		
Crosswalks?	At signalized intersections		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes, on northeast side of segment		
Driveways?	Yes		

ROADWAY FACTORS

Length of Segment	4,119'
Width	44'
Vertical Curve	No
Horizontal Curve	No
Visibility	Good
Roadway Conditions	Railroad crossing north of 7th Ave; channel crossing east of 7th Ave
Lighting	On south side of segment
Adjacent Land Use	Industrial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



	5/23/18	TE 2097
Jean Fares	Date	State Registration Number

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Don Julian Rd
Spt.Sp. Location: 7th Ave & Turnbull Canyon Rd *Ref. # 01*

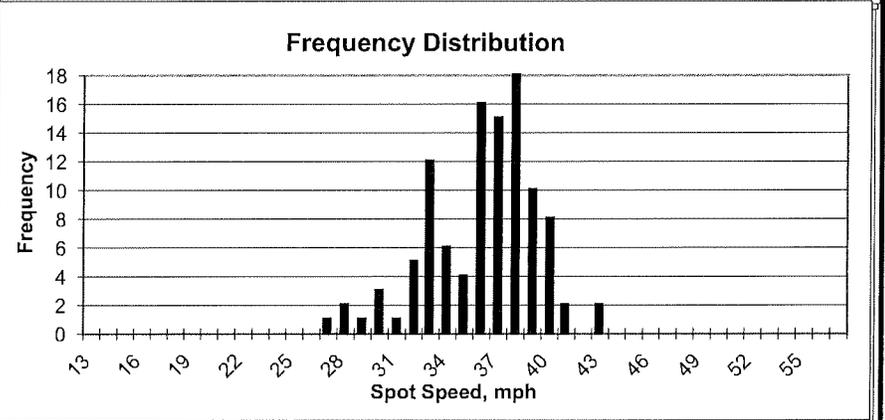
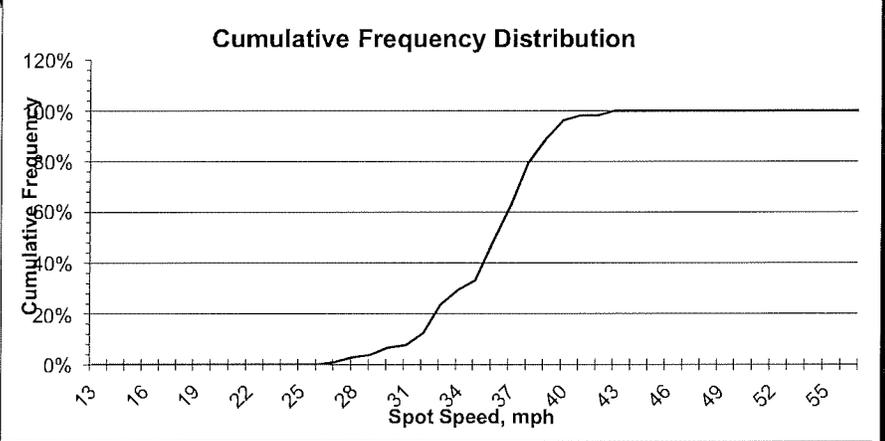
Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	1	0.94%	0.94%
28	2	1.89%	2.83%
29	1	0.94%	3.77%
30	3	2.83%	6.60%
31	1	0.94%	7.55%
32	5	4.72%	12.26%
33	12	11.32%	23.58%
34	6	5.66%	29.25%
35	4	3.77%	33.02%
36	16	15.09%	48.11%
37	15	14.15%	62.26%
38	18	16.98%	79.25%
39	10	9.43%	88.68%
40	8	7.55%	96.23%
41	2	1.89%	98.11%
42	0	0.00%	98.11%
43	2	1.89%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	106	100%	

Date: 8/24/2016 **Day:** Wednesday
Weather: Sunny
Hours: 1:00 PM **To** 4:00 PM
Number of Lanes: 4
Posted Speed: 35 mph
Channelization: Skip dash 2 way traffic
Street Width: 44'
Comm./Resid.: Industrial
DIRECTION: Eastbound/Westbound

DATA ANALYSIS:

Mean Speed:	36
Standard Deviation:	3
Standard error of the mean:	0.29
15th Percentile:	33
50th Percentile:	37
85th Percentile:	39
10 Mile Pace:	32 to 41
% of Samples in 10-Mile Pace:	90.57%
# in 10 MPH pace:	96

Comments: _____



Total: 106 100%

Prepared by NDS/ATD

VOLUME

Don Julian Rd Bet. 7th Ave & Turnbull Cyn Rd

Day: Thursday
Date: 1/14/2016

City: Industry
Project #: CA15_5829_073

DAILY TOTALS						NB	SB	EB	WB	Total	
						0	0	4,335	4,207	8,542	
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
0:00			4	13	17	12:00			79	49	128
0:15			1	3	4	12:15			82	46	128
0:30			1	4	5	12:30			70	61	131
0:45			2	8	2	12:45			86	317	172
				20	28				86	242	559
1:00			3	3	6	13:00			67	69	136
1:15			0	1	1	13:15			69	72	141
1:30			9	2	11	13:30			84	100	184
1:45			4	16	7	13:45			74	294	155
				13	29				74	322	616
2:00			1	2	3	14:00			57	79	136
2:15			5	2	7	14:15			67	61	128
2:30			7	3	10	14:30			85	58	143
2:45			6	19	3	14:45			79	288	149
				10	29				79	268	556
3:00			2	7	9	15:00			93	61	154
3:15			3	2	5	15:15			90	77	167
3:30			5	6	11	15:30			89	79	168
3:45			7	17	10	15:45			92	364	143
				25	42				92	268	632
4:00			3	6	9	16:00			89	61	150
4:15			7	6	13	16:15			83	65	148
4:30			28	9	37	16:30			112	81	193
4:45			34	72	22	16:45			106	390	170
				43	115				106	271	661
5:00			13	14	27	17:00			143	89	232
5:15			21	21	42	17:15			105	83	188
5:30			34	20	54	17:30			111	84	195
5:45			47	115	36	17:45			108	467	181
				91	206				108	329	796
6:00			23	35	58	18:00			83	40	123
6:15			22	63	85	18:15			75	44	119
6:30			38	57	95	18:30			77	50	127
6:45			63	146	75	18:45			51	286	93
				230	376				51	176	462
7:00			44	97	141	19:00			39	55	94
7:15			70	119	189	19:15			36	29	65
7:30			67	132	199	19:30			18	16	34
7:45			89	270	145	19:45			23	116	42
				493	763				23	119	235
8:00			66	121	187	20:00			24	11	35
8:15			86	112	198	20:15			20	23	43
8:30			80	90	170	20:30			16	17	33
8:45			78	310	89	20:45			19	79	34
				412	722				19	66	145
9:00			54	96	150	21:00			11	13	24
9:15			56	49	105	21:15			11	16	27
9:30			49	46	95	21:30			15	9	24
9:45			50	209	60	21:45			23	60	39
				251	460				23	54	114
10:00			61	52	113	22:00			14	20	34
10:15			38	49	87	22:15			15	12	27
10:30			55	48	103	22:30			16	6	22
10:45			49	203	52	22:45			6	51	13
				201	404				6	45	96
11:00			59	43	102	23:00			11	17	28
11:15			44	56	100	23:15			1	11	12
11:30			51	36	87	23:30			6	19	25
11:45			61	215	75	23:45			5	23	6
				210	425				5	48	71
TOTALS			1600	1999	3599	TOTALS			2735	2208	4943
SPLIT %			44.5%	55.5%	42.1%	SPLIT %			55.3%	44.7%	57.9%

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	4,335	4,207	8,542

AM Peak Hour	7:45	7:15	7:30	PM Peak Hour	17:00	13:15	17:00
AM Pk Volume	321	517	818	PM Pk Volume	467	332	796
Pk Hr Factor	0.902	0.891	0.874	Pk Hr Factor	0.816	0.830	0.858
7 - 9 Volume	580	905	1485	4 - 6 Volume	857	600	1457
7 - 9 Peak Hour	7:45	7:15	7:30	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	321	517	818	4 - 6 Pk Volume	467	329	796
Pk Hr Factor	0.902	0.891	0.874	Pk Hr Factor	0.816	0.924	0.858

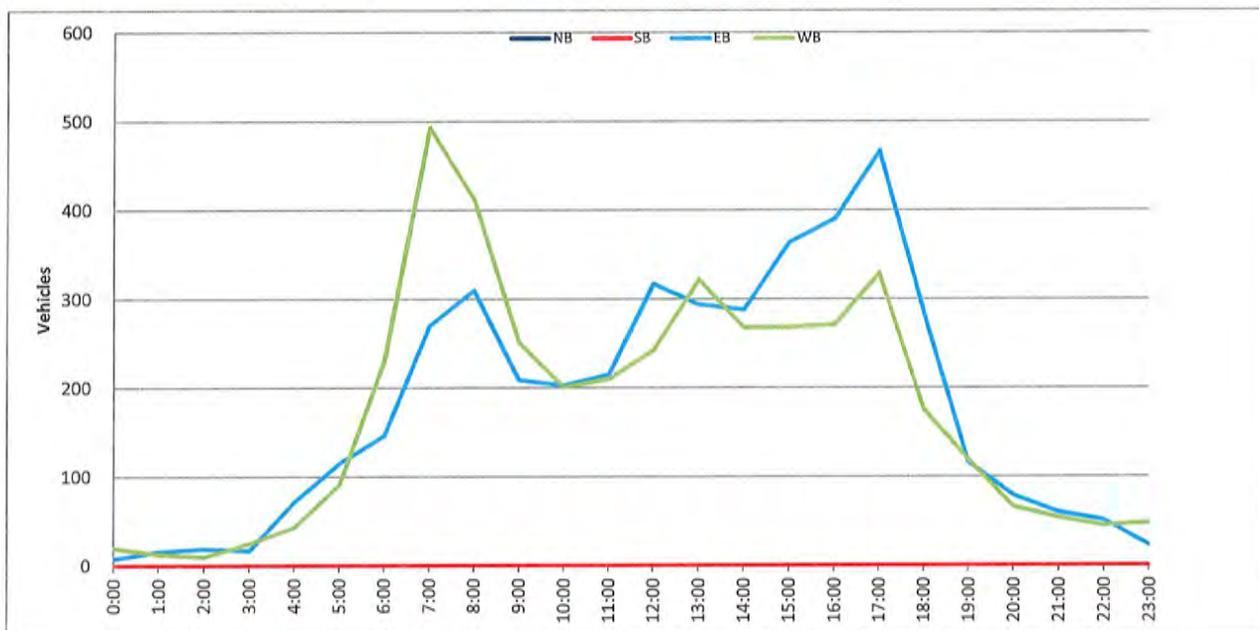
Prepared by NDS/ATD

Project #: CA15_5829_073

City: Industry

Location: Don Julian Rd Bet. 7th Ave & Turnbull Cyn

Date: 1/14/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

68

STREET DON JULIAN ROAD
FROM TURNBULL

CERTIFICATION DATE:
TO HACIENDA

SPEED FACTORS

Date of Speed Survey	8/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	32.0	85th Percentile speed applied.	
85th Percentile Speed	36.0		
10 mph Pace Speed	28 to 37		
Percentage of Vehicles in Pace	75.7%	Recommended Speed Limit	35 MPH
Number of Survey Samples	103		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	6
Collision Rate (ACC/MVM)	0.94
Expected Collisions (ACC/MVM)	1.31

TRAFFIC FACTORS

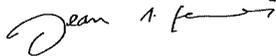
Average Daily Traffic	8,251	Date Counted	1/27/2016
Number of Lanes	2 lanes each direction		
Type of Traffic Control	Signalized at Turnbull		
Crosswalks?	At signalized intersection		
Pedestrian Traffic	None		
Truck Traffic	Yes		
On-Street Parking	None		
Sidewalks?	Yes		
Driveways?	Frequent		

ROADWAY FACTORS

Length of Segment	3,749
Width	48' to the west, 64' to the east
Vertical Curve	Yes
Horizontal Curve	Yes
Visibility	Some restriction due to curvature
Roadway Conditions	No bike lane, bus routes
Lighting	Yes
Adjacent Land Use	Commercial/Industrial

Field Study By **KHA** Checked By **KHA**

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	Date	5/23/18	State Registration Number	TE 2097
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CITY OF INDUSTRY

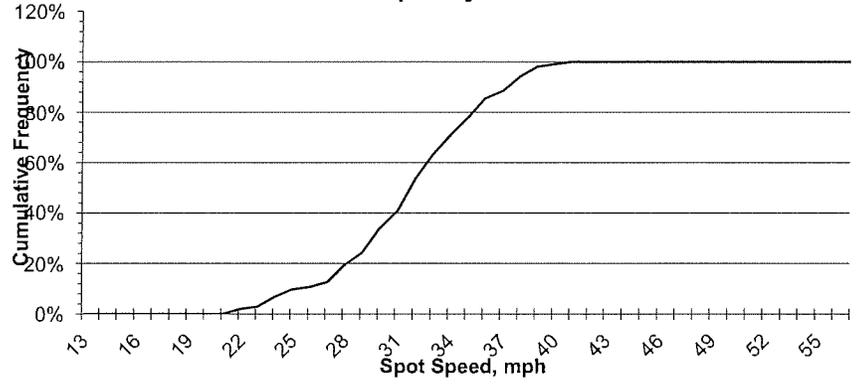
Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Don Julian Rd
Spt.Spdl. Location: Turnbull Canyon Rd & Hacienda Blvd

Ref. # 01

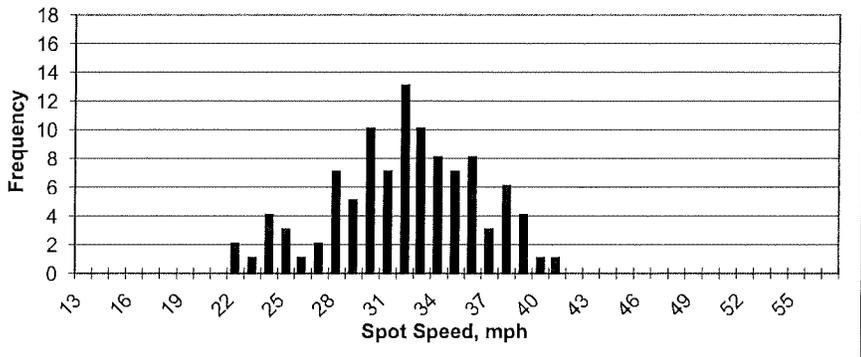
Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	2	1.94%	1.94%
23	1	0.97%	2.91%
24	4	3.88%	6.80%
25	3	2.91%	9.71%
26	1	0.97%	10.68%
27	2	1.94%	12.62%
28	7	6.80%	19.42%
29	5	4.85%	24.27%
30	10	9.71%	33.98%
31	7	6.80%	40.78%
32	13	12.62%	53.40%
33	10	9.71%	63.11%
34	8	7.77%	70.87%
35	7	6.80%	77.67%
36	8	7.77%	85.44%
37	3	2.91%	88.35%
38	6	5.83%	94.17%
39	4	3.88%	98.06%
40	1	0.97%	99.03%
41	1	0.97%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	103	100%	

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Sunny</u>		
Hours:	<u>1:00 PM</u>	To	<u>4:00 PM</u>
Number of Lanes:	<u>4</u>		
Posted Speed:	<u>35 mph</u>		
Channelization:	<u>Double-yellow and raised median</u>		
Street Width:	<u>48' and 64'</u>		
Comm./Resid.:	<u>Industrial</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:			<u>32</u>
Standard Deviation:			<u>4</u>
Standard error of the mean:			<u>0.39</u>
15th Percentile:			<u>28</u>
50th Percentile:			<u>32</u>
85th Percentile:			<u>36</u>
10 Mile Pace:	<u>28</u>	to	<u>37</u>
% of Samples in 10-Mile Pace:			<u>75.73%</u>
# in 10 MPH pace:			<u>78</u>
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



Total: 103 100%

Prepared by NDS/ATD

VOLUME

Don Julian Rd Bet. Turnbull Cyn Rd & Hacienda Blvd

Day: Wednesday
Date: 27-01-2016

City: Industry
Project #: CA15_5829_074

DAILY TOTALS					NB	SB	EB	WB	Total					
					0	0	3,621	4,630	8,251					
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			10	4	14	12:00			71	55	126			
0:15			2	5	7	12:15			78	77	155			
0:30			4	2	6	12:30			38	100	138			
0:45			2	18	2	12:45			41	228	68	300	109	528
1:00			6	5	11	13:00			42	87	129			
1:15			1	2	3	13:15			57	83	140			
1:30			1	5	6	13:30			87	67	154			
1:45			1	9	4	13:45			58	244	68	305	126	549
2:00			7	6	13	14:00			57	48	105			
2:15			5	3	8	14:15			58	77	135			
2:30			7	5	12	14:30			84	63	147			
2:45			4	23	9	14:45			77	276	66	254	143	530
3:00			4	8	12	15:00			91	52	143			
3:15			3	3	6	15:15			67	54	121			
3:30			6	16	22	15:30			97	49	146			
3:45			5	18	26	15:45			62	317	73	228	135	545
4:00			8	18	26	16:00			107	50	157			
4:15			6	34	40	16:15			64	71	135			
4:30			13	57	70	16:30			118	55	173			
4:45			11	38	78	16:45			78	367	48	224	126	591
5:00			12	34	46	17:00			126	50	176			
5:15			19	39	58	17:15			102	50	152			
5:30			21	55	76	17:30			146	60	206			
5:45			20	72	68	17:45			86	460	56	216	142	676
6:00			19	29	48	18:00			88	59	147			
6:15			16	68	84	18:15			77	55	132			
6:30			32	69	101	18:30			59	33	92			
6:45			26	93	105	18:45			35	259	34	181	69	440
7:00			29	106	135	19:00			51	23	74			
7:15			36	151	187	19:15			41	26	67			
7:30			42	170	212	19:30			25	17	42			
7:45			68	175	140	19:45			20	137	21	87	41	224
8:00			38	137	175	20:00			23	14	37			
8:15			29	144	173	20:15			26	15	41			
8:30			35	141	176	20:30			18	15	33			
8:45			42	144	115	20:45			8	75	20	64	28	139
9:00			43	109	152	21:00			10	11	21			
9:15			37	90	127	21:15			15	27	42			
9:30			41	67	108	21:30			9	15	24			
9:45			41	162	67	21:45			15	49	19	72	34	121
10:00			43	71	114	22:00			38	13	51			
10:15			38	49	87	22:15			12	16	28			
10:30			46	38	84	22:30			14	5	19			
10:45			38	165	49	22:45			5	69	7	41	12	110
11:00			56	50	106	23:00			14	5	19			
11:15			39	62	101	23:15			1	1	2			
11:30			48	66	114	23:30			7	5	12			
11:45			55	198	64	23:45			3	25	2	13	5	38
TOTALS			1115	2645	3760	TOTALS			2506	1985	4491			
SPLIT %			29.7%	70.3%	45.6%	SPLIT %			55.8%	44.2%	54.4%			

DAILY TOTALS					NB	SB	EB	WB	Total
					0	0	3,621	4,630	8,251

AM Peak Hour	11:30	7:15	7:15	PM Peak Hour	17:00	12:30	17:00
AM Pk Volume	252	598	782	PM Pk Volume	460	338	676
Pk Hr Factor	0.808	0.879	0.922	Pk Hr Factor	0.788	0.845	0.820
7 - 9 Volume	319	1104	1423	4 - 6 Volume	827	440	1267
7 - 9 Peak Hour	7:15	7:15	7:15	4 - 6 Peak Hour	17:00	16:00	17:00
7 - 9 Pk Volume	184	598	782	4 - 6 Pk Volume	460	224	676
Pk Hr Factor	0.676	0.879	0.922	Pk Hr Factor	0.788	0.789	0.820

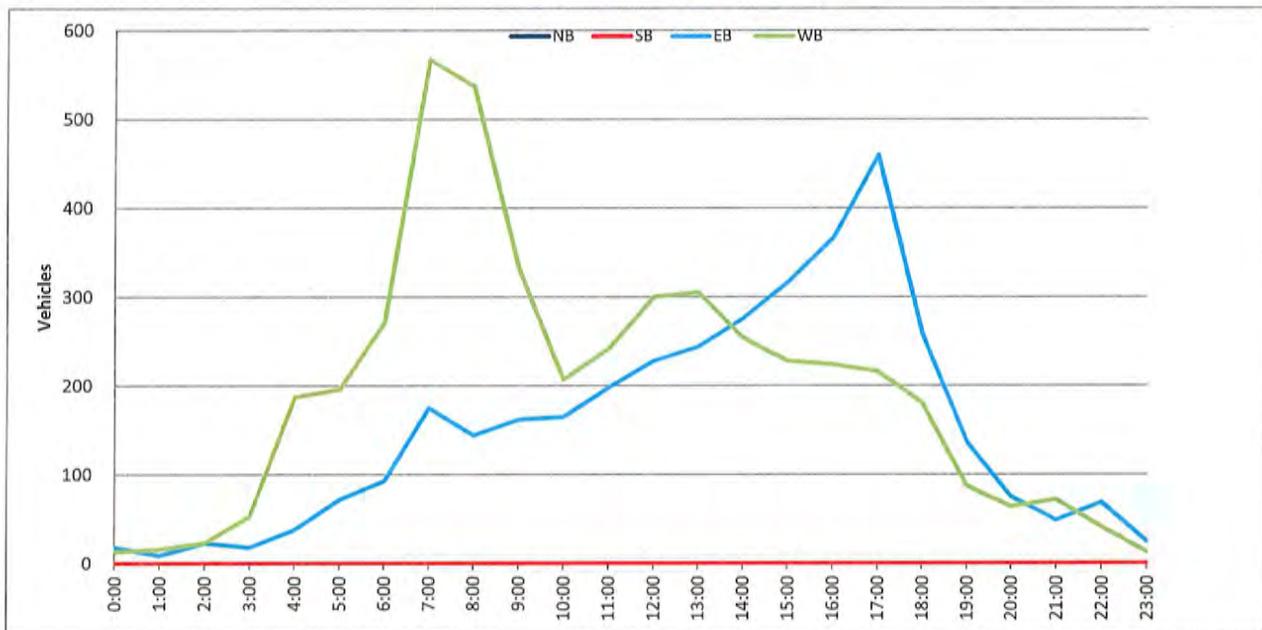
Prepared by NDS/ATD

Project #: CA15_5829_074

City: Industry

Location: Don Julian Rd Bet. Turnbull Cyn Rd &

Date: 1/27/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

69

STREET NELSON AVENUE
FROM PUENTE

CERTIFICATION DATE:
TO ORANGE

SPEED FACTORS

Date of Speed Survey	03/16/2018	Posted Speed Limit	35 MPH
Time of Speed Survey	11:44 AM to 12:05 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	35.0	85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	40.0		
10 mph Pace Speed	32 to 41		
Percentage of Vehicles in Pace	77.7%	Recommended Speed Limit	35 MPH
Number of Survey Samples	103		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	1
Collision Rate (ACC/MVM)	0.13
Expected Collisions (ACC/MVM)	0.94

TRAFFIC FACTORS

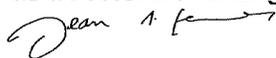
Average Daily Traffic	10,235	Date Counted	1/14/2016
Number of Lanes	1 lane each direction		
Type of Traffic Control	Signalized at Orange, Puente		
Crosswalks?	At signalized intersections, Willow		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Frequent		

ROADWAY FACTORS

Length of Segment	3,538
Width	38'
Vertical Curve	None
Horizontal Curve	None
Visibility	Good
Roadway Conditions	No bike lane
Lighting	Yes
Adjacent Land Use	Residential, Commercial/Industrial, Church, School

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

Engineering and Traffic Survey
City of Industry

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Nelson Ave
Spt.Spd. Location: Bet. Puente Ave & Orange Ave

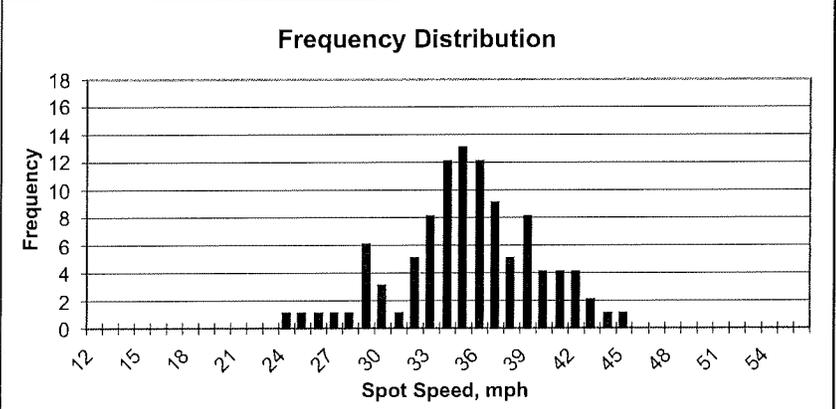
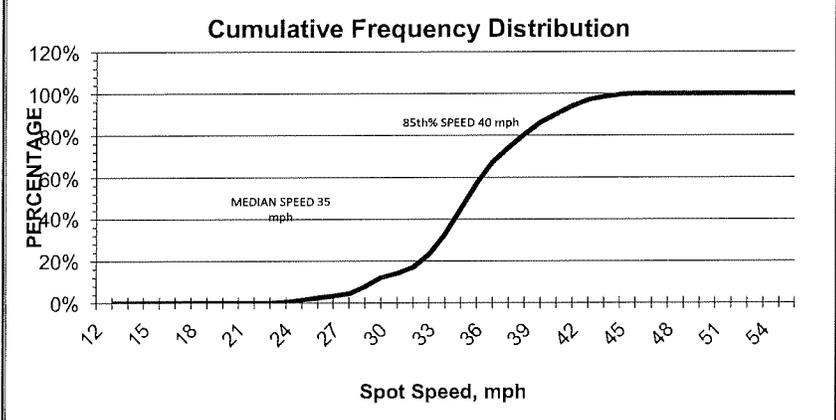
Date:	<u>3/16/2018</u>	Day:	<u>Friday</u>
Time From:	<u>11:44 AM</u>	To:	<u>12:05 PM</u>
Weather:	<u>Clear/Dry</u>		
Number of Lanes:	<u>2</u>		
Posted Speed:	<u>25 mph</u>		
Street Width:	<u>38'</u>		
Comm./Resid.:	<u>Commercial</u>		
Direction:	<u>Eastbound/Westbound</u>		

Speed	Frequency	Percent	Cumulative Percent
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	1	0.97%	0.97%
25	1	0.97%	1.94%
26	1	0.97%	2.91%
27	1	0.97%	3.88%
28	1	0.97%	4.85%
29	6	5.83%	10.68%
30	3	2.91%	13.59%
31	1	0.97%	14.56%
32	5	4.85%	19.42%
33	8	7.77%	27.18%
34	12	11.65%	38.83%
35	13	12.62%	51.46%
36	12	11.65%	63.11%
37	9	8.74%	71.84%
38	5	4.85%	76.70%
39	8	7.77%	84.47%
40	4	3.88%	88.35%
41	4	3.88%	92.23%
42	4	3.88%	96.12%
43	2	1.94%	98.06%
44	1	0.97%	99.03%
45	1	0.97%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%

DATA ANALYSIS:

Average Speed:	<u>35</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.39</u>
15th Percentile:	<u>32</u>
50th Percentile:	<u>35</u>
85th Percentile:	<u>40</u>
10 Mile Pace:	<u>32</u> to <u>41</u>
% of Samples in 10-Mile Pace:	<u>77.67%</u>
# in 10 MPH pace:	<u>80</u>

Comments: _____



No. of Vehicles: 103 100%

Prepared by NDS/ATD

VOLUME

Nelson Ave Bet. Puente Ave & Orange Ave

Day: Thursday
Date: 14-01-2016

City: Industry
Project #: CA15_5829_079

DAILY TOTALS					NB	SB	EB	WB	Total					
					0	0	5,127	5,108	10,235					
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			6	9	15	12:00			94	68	162			
0:15			9	7	16	12:15			88	79	167			
0:30			4	10	14	12:30			81	88	169			
0:45			4	23	5	31	12:45		89	352	85	320	174	672
1:00			4	15	19	13:00			104	97	201			
1:15			7	2	9	13:15			92	84	176			
1:30			11	7	18	13:30			87	81	168			
1:45			7	29	6	30	13:45		63	346	72	334	135	680
2:00			10	8	18	14:00			81	77	158			
2:15			9	7	16	14:15			82	99	181			
2:30			15	9	24	14:30			106	96	202			
2:45			10	44	4	28	14:45		93	362	82	354	175	716
3:00			10	5	15	15:00			73	83	156			
3:15			15	12	27	15:15			89	67	156			
3:30			13	8	21	15:30			92	76	168			
3:45			33	71	16	41	15:45		69	323	82	308	151	631
4:00			20	16	36	16:00			83	84	167			
4:15			37	21	58	16:15			86	82	168			
4:30			26	26	52	16:30			173	105	278			
4:45			40	123	25	88	16:45		95	437	106	377	201	814
5:00			34	25	59	17:00			115	77	192			
5:15			34	36	70	17:15			82	108	190			
5:30			45	36	81	17:30			89	86	175			
5:45			55	168	52	149	17:45		73	359	101	372	174	731
6:00			38	34	72	18:00			78	84	162			
6:15			45	68	113	18:15			57	74	131			
6:30			56	49	105	18:30			57	56	113			
6:45			58	197	70	221	18:45		41	233	48	262	89	495
7:00			57	102	159	19:00			49	62	111			
7:15			82	121	203	19:15			40	31	71			
7:30			98	137	235	19:30			31	40	71			
7:45			138	375	136	496	19:45		39	159	32	165	71	324
8:00			98	113	211	20:00			23	26	49			
8:15			85	91	176	20:15			27	24	51			
8:30			81	60	141	20:30			44	32	76			
8:45			75	339	82	346	20:45		48	142	24	106	72	248
9:00			63	82	145	21:00			42	32	74			
9:15			70	66	136	21:15			30	29	59			
9:30			56	48	104	21:30			21	24	45			
9:45			65	254	76	272	21:45		17	110	18	103	35	213
10:00			73	73	146	22:00			25	26	51			
10:15			62	84	146	22:15			26	22	48			
10:30			62	65	127	22:30			22	41	63			
10:45			75	272	68	290	22:45		16	89	23	112	39	201
11:00			78	61	139	23:00			7	13	20			
11:15			76	64	140	23:15			6	11	17			
11:30			74	56	130	23:30			9	9	18			
11:45			64	292	81	262	23:45		6	28	8	41	14	69
TOTALS				2187	2254	4441	TOTALS			2940	2854	5794		
SPLIT %				49.2%	50.8%	43.4%	SPLIT %			50.7%	49.3%	56.6%		

DAILY TOTALS					NB	SB	EB	WB	Total		
					0	0	5,127	5,108	10,235		
AM Peak Hour			7:30	7:15	7:15	PM Peak Hour			16:15	16:30	16:30
AM Pk Volume			419	507	923	PM Pk Volume			469	396	861
Pk Hr Factor			0.759	0.925	0.842	Pk Hr Factor			0.678	0.917	0.774
7 - 9 Volume			714	842	1556	4 - 6 Volume			796	749	1545
7 - 9 Peak Hour			7:30	7:15	7:15	4 - 6 Peak Hour			16:15	16:30	16:30
7 - 9 Pk Volume			419	507	923	4 - 6 Pk Volume			469	396	861
Pk Hr Factor			0.759	0.925	0.842	Pk Hr Factor			0.678	0.917	0.774

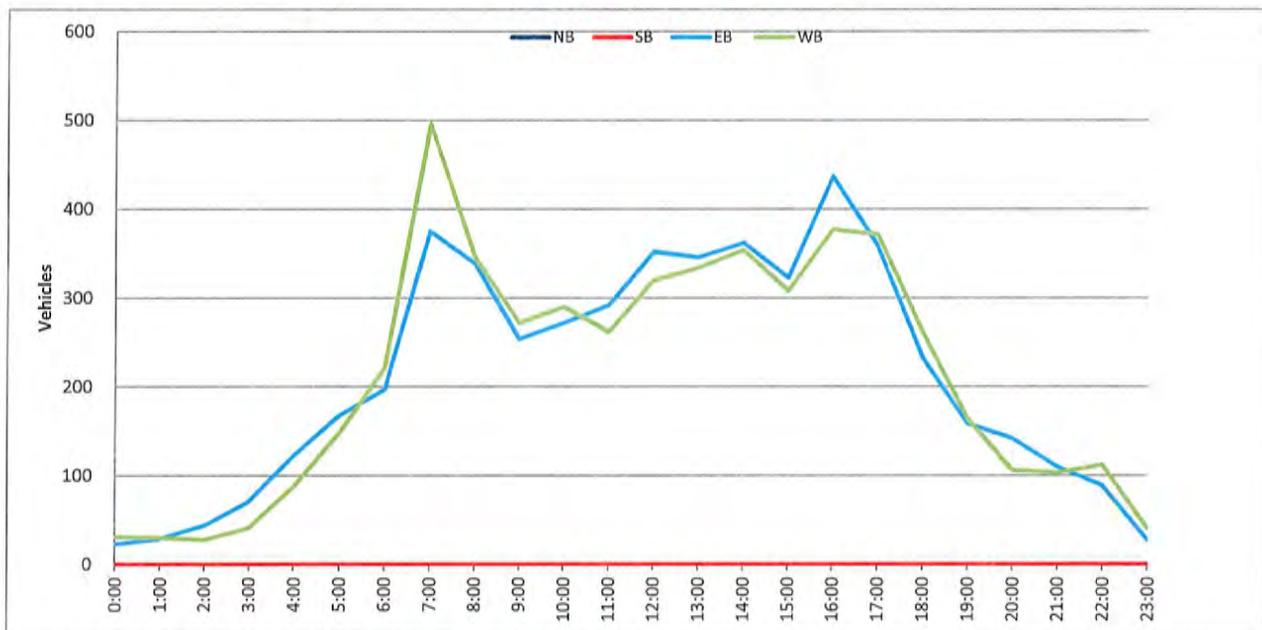
Prepared by NDS/ATD

Project #: CA15_5829_079

City: Industry

Location: Nelson Ave Bet. Puente Ave & Orange Ave

Date: 1/14/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

70

STREET NELSON AVENUE
FROM SUNSET

CERTIFICATION DATE:
TO CALIFORNIA

SPEED FACTORS

Date of Speed Survey	08/24/2016	Posted Speed Limit	35 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	85th Percentile speed rounded down per CVC Section 21400(b).
50th Percentile Speed (Mean Speed)	34.0	Recommended Speed Limit	35 MPH
85th Percentile Speed	39.0		
10 mph Pace Speed	29 to 38		
Percentage of Vehicles in Pace	74.8%		
Number of Survey Samples	103		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	0.94

TRAFFIC FACTORS

Average Daily Traffic	5,964	Date Counted	1/14/2016
Number of Lanes	1 lane each direction		
Type of Traffic Control	Signalized at California		
Crosswalks?	At signalized intersection		
Pedestrian Traffic	Minimal		
Truck Traffic	No		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Frequent		

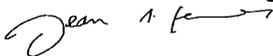
ROADWAY FACTORS

Length of Segment	1,901'
Width	40'
Vertical Curve	No
Horizontal Curve	No
Visibility	Clear
Roadway Conditions	Fair
Lighting	Yes, on north side
Adjacent Land Use	School, Residential, Commercial/Industrial

Field Study By KHA

Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares

5/23/18

Date

TE 2097

State Registration Number

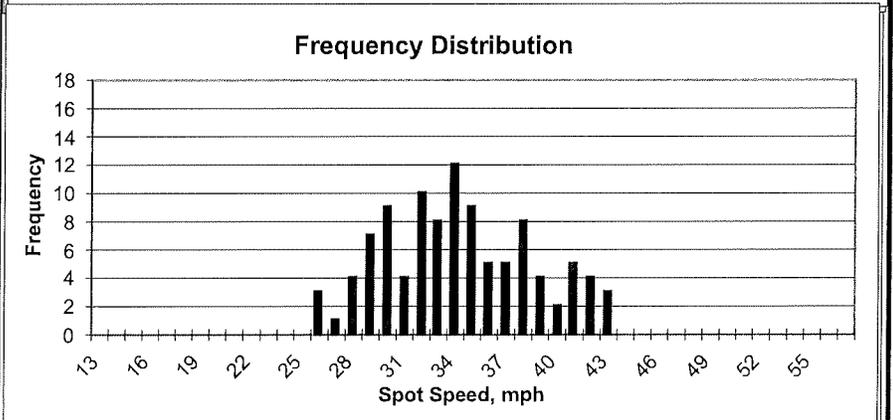
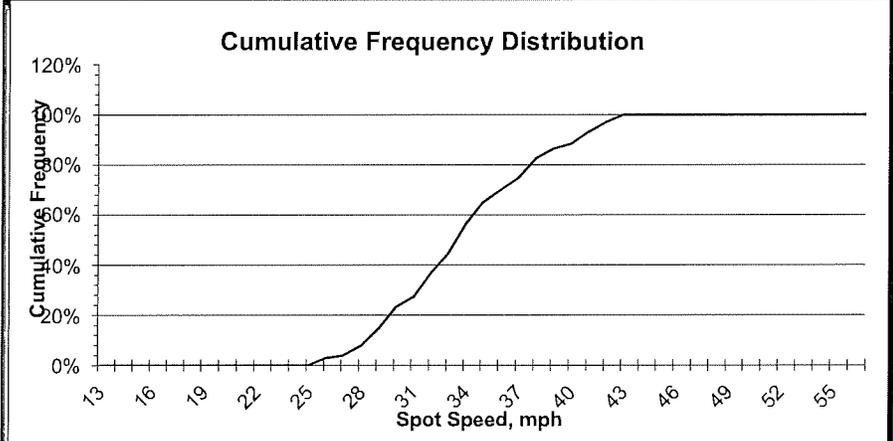
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Nelson Ave
Spt.Spdl. Location: Sunset Ave & California Ave

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	3	2.91%	2.91%
27	1	0.97%	3.88%
28	4	3.88%	7.77%
29	7	6.80%	14.56%
30	9	8.74%	23.30%
31	4	3.88%	27.18%
32	10	9.71%	36.89%
33	8	7.77%	44.66%
34	12	11.65%	56.31%
35	9	8.74%	65.05%
36	5	4.85%	69.90%
37	5	4.85%	74.76%
38	8	7.77%	82.52%
39	4	3.88%	86.41%
40	2	1.94%	88.35%
41	5	4.85%	93.20%
42	4	3.88%	97.09%
43	3	2.91%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	103	100%	

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Sunny</u>		
Hours:	<u>1:00 PM</u>	To	<u>4:00 PM</u>
Number of Lanes:	<u>2</u>		
Posted Speed:	<u>35 mph</u>		
Channelization:	<u>Dashed yellow centerline</u>		
Street Width:	<u>40'</u>		
Comm./Resid.:	<u>Industrial south side/Residential north side</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:			<u>34</u>
Standard Deviation:			<u>4</u>
Standard error of the mean:			<u>0.39</u>
15th Percentile:			<u>30</u>
50th Percentile:			<u>34</u>
85th Percentile:			<u>39</u>
10 Mile Pace:	<u>29</u>	to	<u>38</u>
% of Samples in 10-Mile Pace:			<u>74.76%</u>
# in 10 MPH pace:			<u>77</u>
Comments:			



Total: 103 100%

Prepared by NDS/ATD

VOLUME

Nelson Ave Bet. Sunset Ave & California Ave

Day: Thursday
Date: 14-01-2016

City: Industry
Project #: CA15_5829_081

DAILY TOTALS						NB	SB	EB	WB	Total				
						0	0	2,941	3,023	5,964				
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			3	5	8	12:00			55	37	92			
0:15			3	5	8	12:15			48	44	92			
0:30			8	6	14	12:30			33	41	74			
0:45			4	18	4	20	12:45		46	182	33	155	79	337
1:00			3	17	20	13:00			64	49	113			
1:15			1	4	5	13:15			30	52	82			
1:30			9	4	13	13:30			45	36	81			
1:45			1	14	2	27	13:45		46	185	52	189	98	374
2:00			1	2	3	14:00			46	39	85			
2:15			3	2	5	14:15			39	33	72			
2:30			6	3	9	14:30			66	37	103			
2:45			4	14	4	11	14:45		46	197	46	155	92	352
3:00			1	3	4	15:00			74	63	137			
3:15			0	3	3	15:15			53	73	126			
3:30			2	2	4	15:30			75	60	135			
3:45			4	7	10	18	15:45		53	255	57	253	110	508
4:00			2	0	2	16:00			50	54	104			
4:15			12	7	19	16:15			53	43	96			
4:30			12	11	23	16:30			71	55	126			
4:45			10	36	6	24	16:45		70	244	53	205	123	449
5:00			14	15	29	17:00			72	59	131			
5:15			12	22	34	17:15			47	66	113			
5:30			18	21	39	17:30			69	65	134			
5:45			20	64	25	83	17:45		55	243	66	256	121	499
6:00			10	26	36	18:00			56	40	96			
6:15			26	28	54	18:15			44	37	81			
6:30			32	38	70	18:30			52	33	85			
6:45			36	104	51	143	18:45		47	199	29	139	76	338
7:00			27	54	81	19:00			39	38	77			
7:15			44	72	116	19:15			28	16	44			
7:30			82	95	177	19:30			23	24	47			
7:45			69	222	87	308	19:45		23	113	29	107	52	220
8:00			55	85	140	20:00			22	16	38			
8:15			35	62	97	20:15			23	16	39			
8:30			35	45	80	20:30			21	20	41			
8:45			37	162	41	233	20:45		27	93	23	75	50	168
9:00			37	40	77	21:00			22	34	56			
9:15			26	43	69	21:15			27	29	56			
9:30			45	48	93	21:30			22	21	43			
9:45			35	143	42	173	21:45		12	83	8	92	20	175
10:00			34	39	73	22:00			14	13	27			
10:15			29	32	61	22:15			14	6	20			
10:30			40	24	64	22:30			14	10	24			
10:45			30	133	40	135	22:45		10	52	7	36	17	88
11:00			52	32	84	23:00			4	4	8			
11:15			38	51	89	23:15			5	4	9			
11:30			30	46	76	23:30			3	6	9			
11:45			39	159	39	168	23:45		7	19	4	18	11	37
TOTALS			1076	1343	2419	TOTALS			1865	1680	3545			
SPLIT %			44.5%	55.5%	40.6%	SPLIT %			52.6%	47.4%	59.4%			

DAILY TOTALS						NB	SB	EB	WB	Total
						0	0	2,941	3,023	5,964

AM Peak Hour	7:15	7:15	7:15	PM Peak Hour	16:15	17:00	15:00
AM Pk Volume	250	339	589	PM Pk Volume	266	256	508
Pk Hr Factor	0.762	0.892	0.832	Pk Hr Factor	0.924	0.970	0.927
7 - 9 Volume	384	541	925	4 - 6 Volume	487	461	948
7 - 9 Peak Hour	7:15	7:15	7:15	4 - 6 Peak Hour	16:15	17:00	16:45
7 - 9 Pk Volume	250	339	589	4 - 6 Pk Volume	266	256	501
Pk Hr Factor	0.762	0.892	0.832	Pk Hr Factor	0.924	0.970	0.935

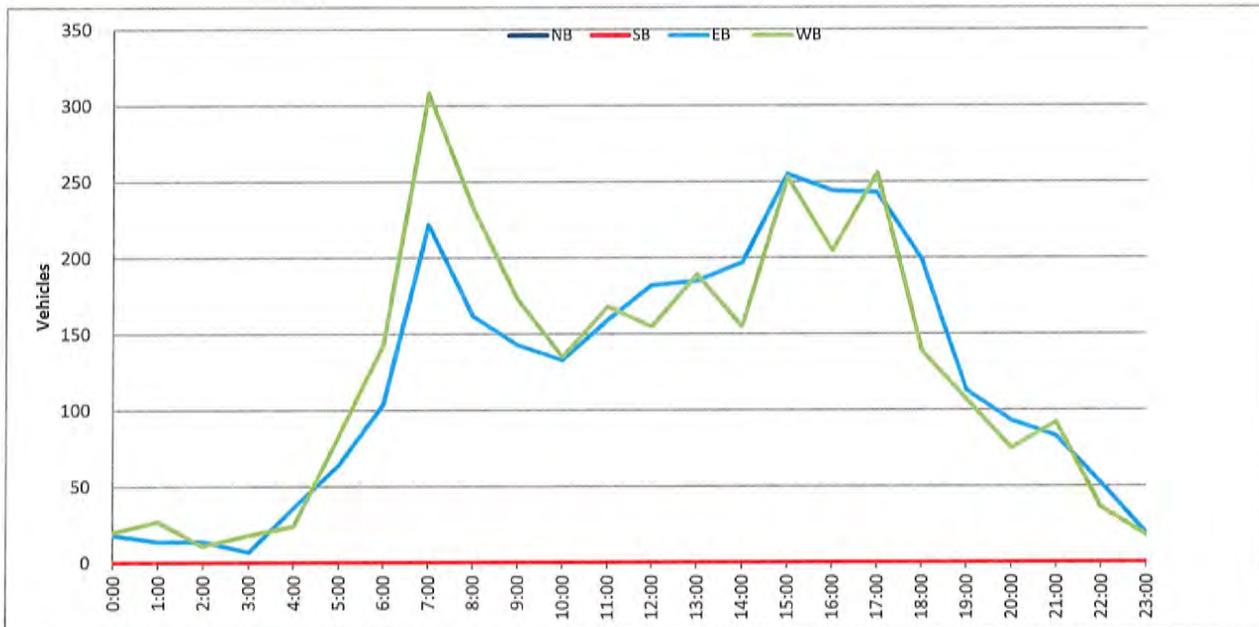
Prepared by NDS/ATD

Project #: CA15_5829_081

City: Industry

Location: Nelson Ave Bet. Sunset Ave & California Ave

Date: 1/14/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

71

STREET NELSON AVENUE
FROM HACIENDA BOULEVARD

CERTIFICATION DATE:
TO GLENDORA

SPEED FACTORS

Date of Speed Survey	08/24/2016	Posted Speed Limit	30 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	Speed limit increased from existing. 85th Percentile speed rounded down per CVC Section 21400(b).
50th Percentile Speed (Mean Speed)	32.0	Recommended Speed Limit	35 MPH
85th Percentile Speed	39.0		
10 mph Pace Speed	27 to 36		
Percentage of Vehicles in Pace	66.7%		
Number of Survey Samples	102		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	3
Collision Rate (ACC/MVM)	2.67
Expected Collisions (ACC/MVM)	0.94

TRAFFIC FACTORS

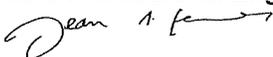
Average Daily Traffic	2,776	Date Counted	1/27/2016
Number of Lanes	1 lane each direction		
Type of Traffic Control	Signalized at Hacienda and Glendora		
Crosswalks?	At signalized intersection		
Pedestrian Traffic	Minimal (Heavy during school hours)		
Truck Traffic	No		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Frequent		

ROADWAY FACTORS

Length of Segment	1,954
Width	44'
Vertical Curve	No
Horizontal Curve	No
Visibility	Fair
Roadway Conditions	No public bus, bike route
Lighting	Yes
Adjacent Land Use	School, residential

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

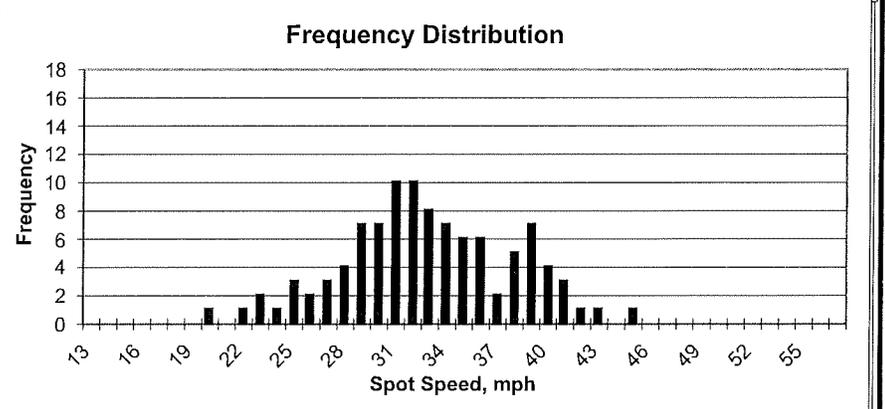
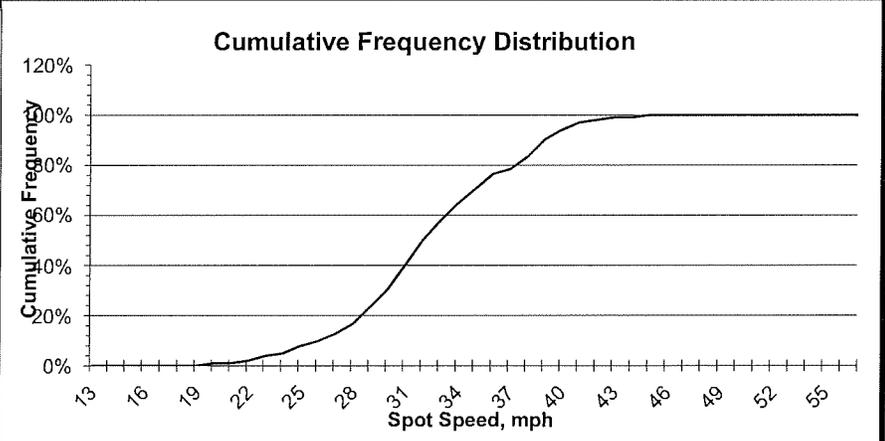
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Nelson Ave
Spt.Spd. Location: Hacienda Blvd & Glendora Ave

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	0.98%	0.98%
21	0	0.00%	0.98%
22	1	0.98%	1.96%
23	2	1.96%	3.92%
24	1	0.98%	4.90%
25	3	2.94%	7.84%
26	2	1.96%	9.80%
27	3	2.94%	12.75%
28	4	3.92%	16.67%
29	7	6.86%	23.53%
30	7	6.86%	30.39%
31	10	9.80%	40.20%
32	10	9.80%	50.00%
33	8	7.84%	57.84%
34	7	6.86%	64.71%
35	6	5.88%	70.59%
36	6	5.88%	76.47%
37	2	1.96%	78.43%
38	5	4.90%	83.33%
39	7	6.86%	90.20%
40	4	3.92%	94.12%
41	3	2.94%	97.06%
42	1	0.98%	98.04%
43	1	0.98%	99.02%
44	0	0.00%	99.02%
45	1	0.98%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	102	100%	

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Sunny</u>		
Hours:	<u>1:00 PM</u>	To	<u>4:00 PM</u>
Number of Lanes:	<u>2</u>		
Posted Speed:	<u>30 mph</u>		
Channelization:	<u>Dashed yellow centerline</u>		
Street Width:	<u>44'</u>		
Comm./Resid.:	<u>Comm/Res south side/School north side</u>		
DIRECTION:	<u>Eastbound/Westbound</u>		
DATA ANALYSIS:			
Mean Speed:			<u>33</u>
Standard Deviation:			<u>5</u>
Standard error of the mean:			<u>0.5</u>
15th Percentile:			<u>28</u>
50th Percentile:			<u>32</u>
85th Percentile:			<u>39</u>
10 Mile Pace:	<u>27</u>	to	<u>36</u>
% of Samples in 10-Mile Pace:			<u>66.67%</u>
# in 10 MPH pace:			<u>68</u>
Comments:			



Total: 102 100%

Prepared by NDS/ATD

VOLUME

Nelson Ave Bet. Hacienda Blvd & Glendora Ave

Day: Wednesday
Date: 27-01-2016

City: Industry
Project #: CA15_5829_084

DAILY TOTALS						NB	SB	EB	WB	Total				
						0	0	1,644	1,132	2,776				
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
0:00			1	0	1	12:00			19	13	32			
0:15			2	3	5	12:15			17	13	30			
0:30			1	0	1	12:30			10	12	22			
0:45			0	4	0	12:45			22	68	17	55	39	123
1:00			0	1	1	13:00			15	9	24			
1:15			0	0	0	13:15			15	6	21			
1:30			0	0	0	13:30			19	15	34			
1:45			0	0	0	13:45			27	76	12	42	39	118
2:00			1	0	1	14:00			41	21	62			
2:15			0	0	0	14:15			25	14	39			
2:30			1	0	1	14:30			29	16	45			
2:45			1	3	0	14:45			44	139	16	67	60	206
3:00			0	1	1	15:00			61	50	111			
3:15			0	0	0	15:15			51	37	88			
3:30			0	1	1	15:30			52	20	72			
3:45			1	1	2	15:45			33	197	24	131	57	328
4:00			0	0	0	16:00			39	16	55			
4:15			2	1	3	16:15			41	25	66			
4:30			2	1	3	16:30			51	23	74			
4:45			1	5	3	16:45			50	181	39	103	89	284
5:00			1	2	3	17:00			37	26	63			
5:15			3	1	4	17:15			45	28	73			
5:30			5	3	8	17:30			58	27	85			
5:45			3	12	2	17:45			37	177	17	98	54	275
6:00			11	4	15	18:00			30	19	49			
6:15			6	5	11	18:15			26	10	36			
6:30			7	9	16	18:30			20	14	34			
6:45			16	40	25	18:45			21	97	15	58	36	155
7:00			23	21	44	19:00			16	26	42			
7:15			25	21	46	19:15			28	9	37			
7:30			63	61	124	19:30			16	9	25			
7:45			81	192	33	19:45			16	76	7	51	23	127
8:00			44	47	91	20:00			17	11	28			
8:15			22	20	42	20:15			10	12	22			
8:30			12	16	28	20:30			10	11	21			
8:45			21	99	19	20:45			14	51	6	40	20	91
9:00			18	10	28	21:00			8	11	19			
9:15			15	12	27	21:15			8	11	19			
9:30			10	7	17	21:30			4	7	11			
9:45			13	56	16	21:45			4	24	3	32	7	56
10:00			15	9	24	22:00			9	4	13			
10:15			10	9	19	22:15			1	2	3			
10:30			11	10	21	22:30			5	2	7			
10:45			17	53	12	22:45			3	18	3	11	6	29
11:00			13	11	24	23:00			8	2	10			
11:15			9	11	20	23:15			5	5	10			
11:30			14	14	28	23:30			0	4	4			
11:45			23	59	8	23:45			3	16	2	13	5	29
TOTALS				524	431	955	TOTALS			1120	701	1821		
SPLIT %				54.9%	45.1%	34.4%	SPLIT %			61.5%	38.5%	65.6%		

DAILY TOTALS						NB	SB	EB	WB	Total	
						0	0	1,644	1,132	2,776	
AM Peak Hour			7:15	7:15	7:15	PM Peak Hour			14:45	15:00	14:45
AM Pk Volume			213	162	375	PM Pk Volume			208	131	331
Pk Hr Factor			0.657	0.664	0.756	Pk Hr Factor			0.852	0.655	0.745
7 - 9 Volume			291	238	529	4 - 6 Volume			358	201	559
7 - 9 Peak Hour			7:15	7:15	7:15	4 - 6 Peak Hour			16:45	16:45	16:45
7 - 9 Pk Volume			213	162	375	4 - 6 Pk Volume			190	120	310
Pk Hr Factor			0.657	0.664	0.756	Pk Hr Factor			0.819	0.769	0.871

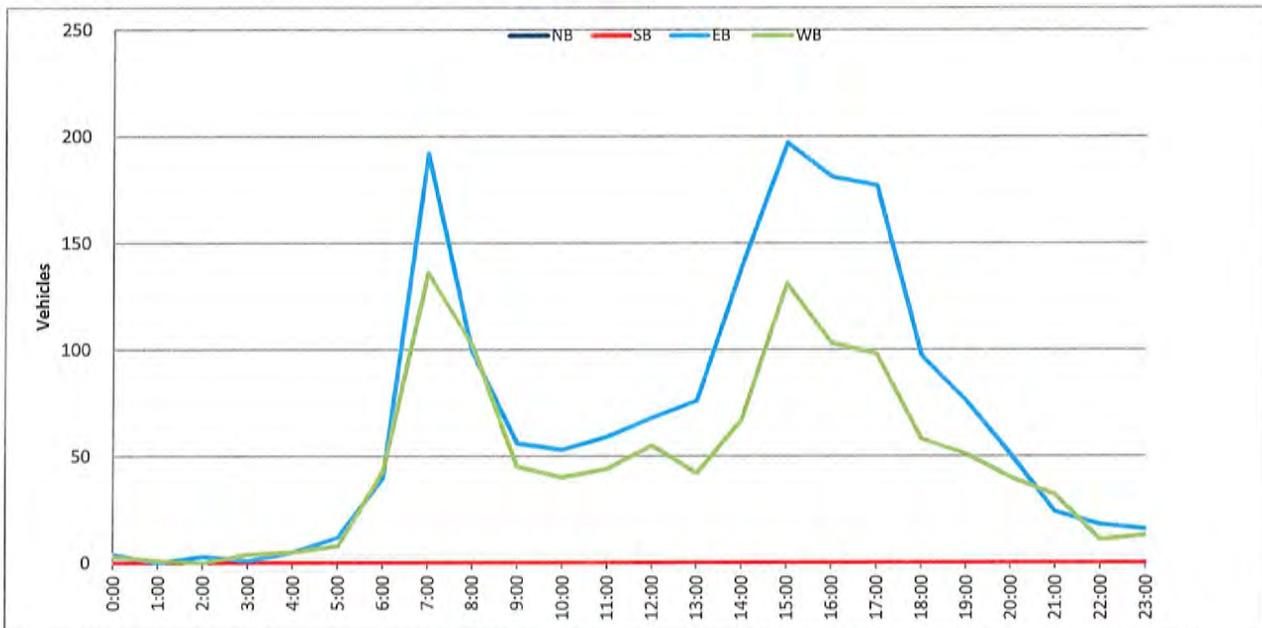
Prepared by NDS/ATD

Project #: CA15_5829_084

City: Industry

Location: Nelson Ave Bet. Hacienda Blvd & Glendora

Date: 1/27/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

72

STREET NOGALES STREET
FROM GALE AVENUE

CERTIFICATION DATE:
TO SAN JOSE AVENUE

SPEED FACTORS

Date of Speed Survey	08/24/2016	Posted Speed Limit	40 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	39.0	85th Percentile speed rounded down per CVC Section 21400(b).	
85th Percentile Speed	44.0		
10 mph Pace Speed	33 to 42	Recommended Speed Limit	40 MPH
Percentage of Vehicles in Pace	72.3%		
Number of Survey Samples	206		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	0
Collision Rate (ACC/MVM)	0.00
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

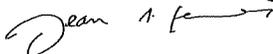
Average Daily Traffic	31,713	Date Counted	8/23/2016
Number of Lanes	6		
Type of Traffic Control	Signalized at Gale, Signalized at San Jose		
Crosswalks?	Yes at signals		
Pedestrian Traffic	Yes		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	One inbound near Gale		

ROADWAY FACTORS

Length of Segment	1,162
Width	90'
Vertical Curve	Yes, under railroad
Horizontal Curve	No
Visibility	Clear
Roadway Conditions	Good
Lighting	Good
Adjacent Land Use	Industrial, Commercial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Nogales St
Spt.Sp. Location: Gale Ave & San Jose Ave

Ref. # 01

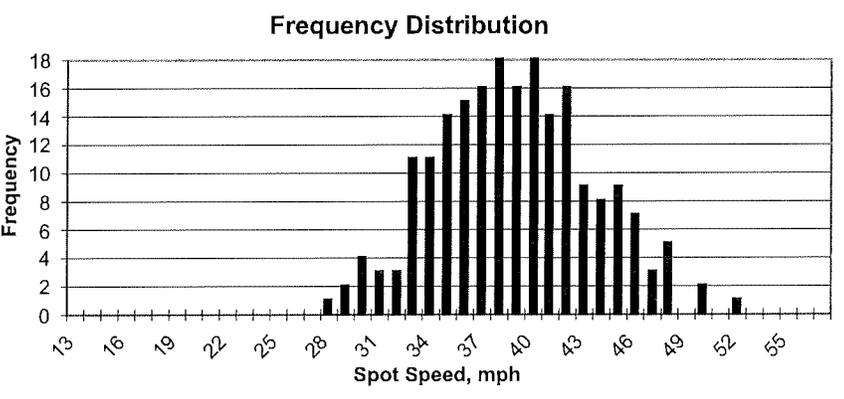
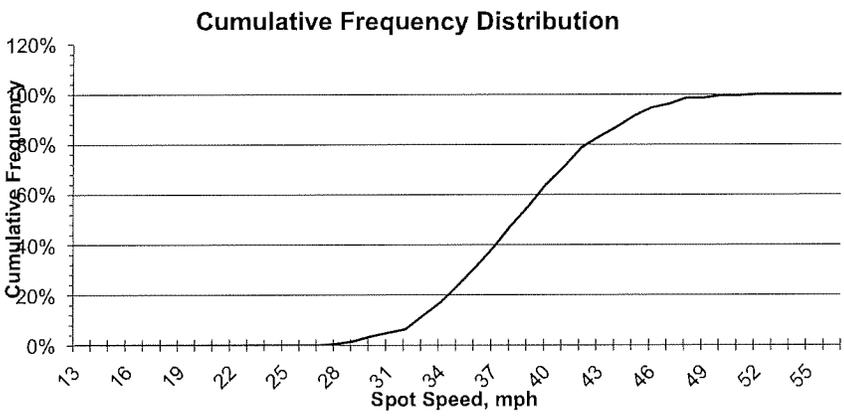
Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	1	0.49%	0.49%
29	2	0.97%	1.46%
30	4	1.94%	3.40%
31	3	1.46%	4.85%
32	3	1.46%	6.31%
33	11	5.34%	11.65%
34	11	5.34%	16.99%
35	14	6.80%	23.79%
36	15	7.28%	31.07%
37	16	7.77%	38.83%
38	18	8.74%	47.57%
39	16	7.77%	55.34%
40	18	8.74%	64.08%
41	14	6.80%	70.87%
42	16	7.77%	78.64%
43	9	4.37%	83.01%
44	8	3.88%	86.89%
45	9	4.37%	91.26%
46	7	3.40%	94.66%
47	3	1.46%	96.12%
48	5	2.43%	98.54%
49	0	0.00%	98.54%
50	2	0.97%	99.51%
51	0	0.00%	99.51%
52	1	0.49%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	206	100%	

Date: 8/24/2016 **Day:** Wednesday
Weather: Sunny
Hours: 1:00 PM **To** 4:00 PM
Number of Lanes: 6
Posted Speed: 40 mph
Channelization: Raised Median
Street Width: 90'
Comm./Resid.: Commercial/Industrial
DIRECTION: Northbound/Southbound

DATA ANALYSIS:

Mean Speed:	39
Standard Deviation:	5
Standard error of the mean:	0.35
15th Percentile:	34
50th Percentile:	39
85th Percentile:	44
10 Mile Pace:	33 to 42
% of Samples in 10-Mile Pace:	72.33%
# in 10 MPH pace:	149

Comments: _____



Prepared by NDS/ATD

VOLUME

Nogales St Bet. Gale Ave & San Jose Ave

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_007

DAILY TOTALS						NB	SB	EB	WB	Total	
						16,113	15,600	0	0	31,713	
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00	64	30			94	12:00	262	246			508
00:15	45	21			66	12:15	192	224			416
00:30	51	24			75	12:30	221	238			459
00:45	30	190	19	94	49	12:45	227	902	223	931	450
01:00	36	14			50	13:00	248	228			476
01:15	26	11			37	13:15	208	256			464
01:30	27	10			37	13:30	249	231			480
01:45	25	114	15	50	40	13:45	266	971	255	970	521
02:00	21	15			36	14:00	255	238			493
02:15	21	11			32	14:15	227	247			474
02:30	22	16			38	14:30	301	252			553
02:45	22	86	20	62	42	14:45	286	1069	240	977	526
03:00	21	13			34	15:00	244	281			525
03:15	24	21			45	15:15	267	265			532
03:30	21	23			44	15:30	276	279			555
03:45	25	91	18	75	43	15:45	254	1041	215	1040	469
04:00	20	34			54	16:00	268	240			508
04:15	31	52			83	16:15	245	209			454
04:30	42	72			114	16:30	275	232			507
04:45	56	149	66	224	122	16:45	268	1056	249	930	517
05:00	34	106			140	17:00	258	309			567
05:15	46	131			177	17:15	303	255			558
05:30	57	123			180	17:30	318	310			628
05:45	76	213	146	506	222	17:45	314	1193	312	1186	626
06:00	56	165			221	18:00	286	338			624
06:15	107	191			298	18:15	325	270			595
06:30	135	200			335	18:30	276	249			525
06:45	197	495	298	854	495	18:45	289	1176	208	1065	497
07:00	218	168			386	19:00	247	204			451
07:15	240	214			454	19:15	193	194			387
07:30	222	236			458	19:30	222	169			391
07:45	283	963	295	913	578	19:45	210	872	157	724	367
08:00	244	268			512	20:00	174	134			308
08:15	298	266			564	20:15	188	141			329
08:30	255	237			492	20:30	198	106			304
08:45	318	1115	265	1036	583	20:45	199	759	105	486	304
09:00	226	235			461	21:00	166	89			255
09:15	251	176			427	21:15	164	90			254
09:30	187	219			406	21:30	168	104			272
09:45	193	857	243	873	436	21:45	150	648	50	333	200
10:00	167	227			394	22:00	128	74			202
10:15	192	229			421	22:15	120	64			184
10:30	139	226			365	22:30	108	68			176
10:45	157	655	239	921	396	22:45	92	448	43	249	135
11:00	194	211			405	23:00	96	50			146
11:15	151	229			380	23:15	59	53			112
11:30	186	245			431	23:30	80	42			122
11:45	209	740	238	923	447	23:45	75	310	33	178	108
TOTALS	5668	6531			12199	TOTALS	10445	9069			19514
SPLIT %	46.5%	53.5%			38.5%	SPLIT %	53.5%	46.5%			61.5%

DAILY TOTALS						NB	SB	EB	WB	Total
						16,113	15,600	0	0	31,713

AM Peak Hour	08:00	07:45		08:00	PM Peak Hour	17:30	17:30		17:30
AM Pk Volume	1115	1066		2151	PM Pk Volume	1243	1230		2473
Pk Hr Factor	0.877	0.903		0.922	Pk Hr Factor	0.956	0.910		0.984
7 - 9 Volume	2078	1949		4027	4 - 6 Volume	2249	2116		4365
7 - 9 Peak Hour	08:00	07:45		08:00	4 - 6 Peak Hour	17:00	17:00		17:00
7 - 9 Pk Volume	1115	1066		2151	4 - 6 Pk Volume	1193	1186		2379
Pk Hr Factor	0.877	0.903		0.922	Pk Hr Factor	0.938	0.950		0.947

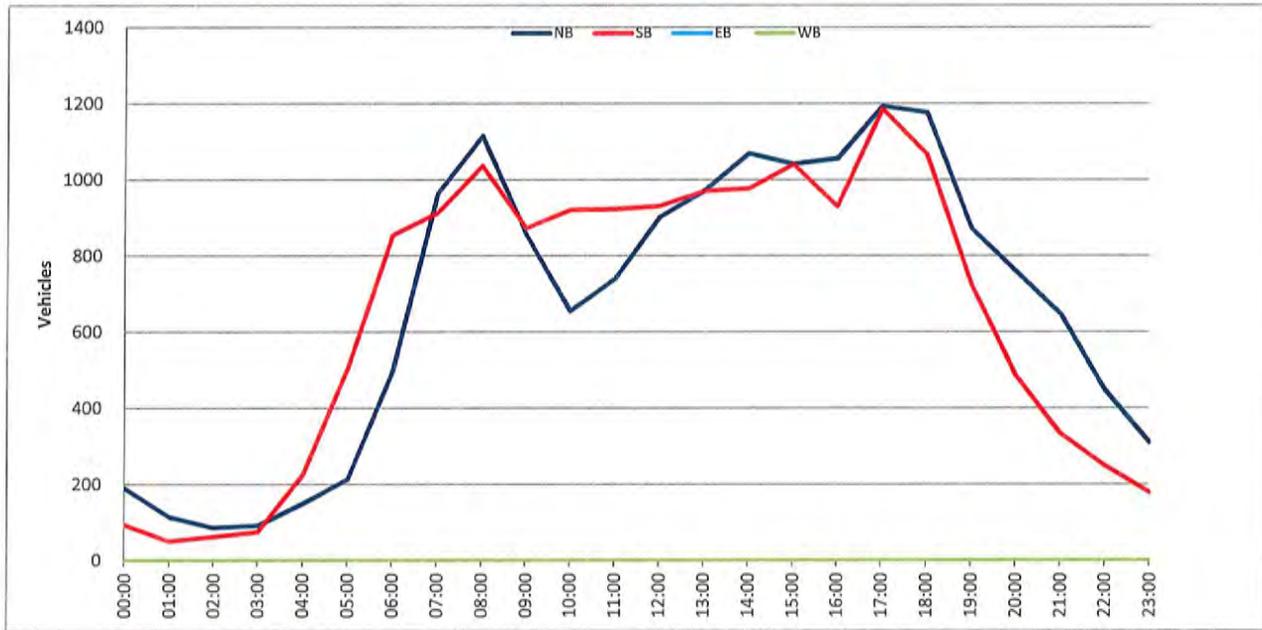
Prepared by NDS/ATD

Project #: CA16_5536_007

City: Industry

Location: Nogales St Bet. Gale Ave & San Jose Ave

Date: 8/23/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

73

STREET NOGALES STREET
FROM SAN JOSE AVENUE

CERTIFICATION DATE:
TO ARENTH AVENUE

SPEED FACTORS

Date of Speed Survey	08/24/2016	Posted Speed Limit	40 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	38.0	85th Percentile speed applied.	
85th Percentile Speed	42.0		
10 mph Pace Speed	34 to 43		
Percentage of Vehicles in Pace	76.5%	Recommended Speed Limit	40 MPH
Number of Survey Samples	204		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	2
Collision Rate (ACC/MVM)	0.46
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

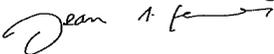
Average Daily Traffic	30,402	Date Counted	8/23/2016
Number of Lanes	3 lanes each direction		
Type of Traffic Control	Signalized at San Jose, Arenth		
Crosswalks?	At signalized Intersection		
Pedestrian Traffic	Few		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Yes, frequently		

ROADWAY FACTORS

Length of Segment	687'
Width	84'
Vertical Curve	Yes, slight curvature
Horizontal Curve	No
Visibility	Fair
Roadway Conditions	Bus stop at San Jose
Lighting	Yes, slight curvature
Adjacent Land Use	Commercial/Industrial

Field Study By KHA Checked By KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares

5/23/18

Date

TE 2097

State Registration Number

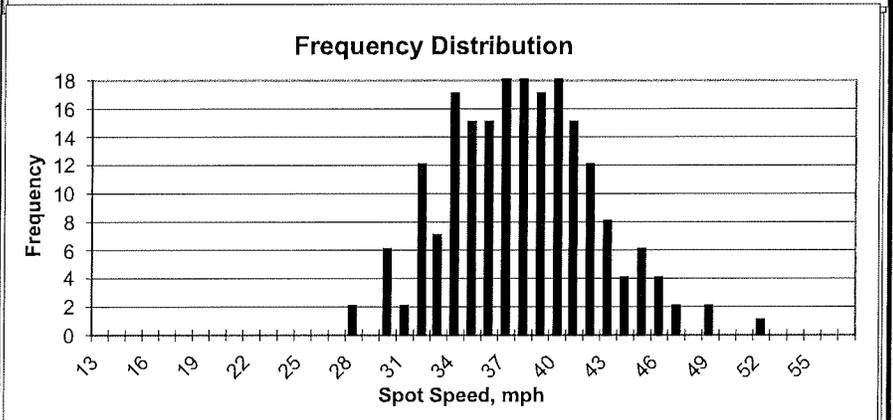
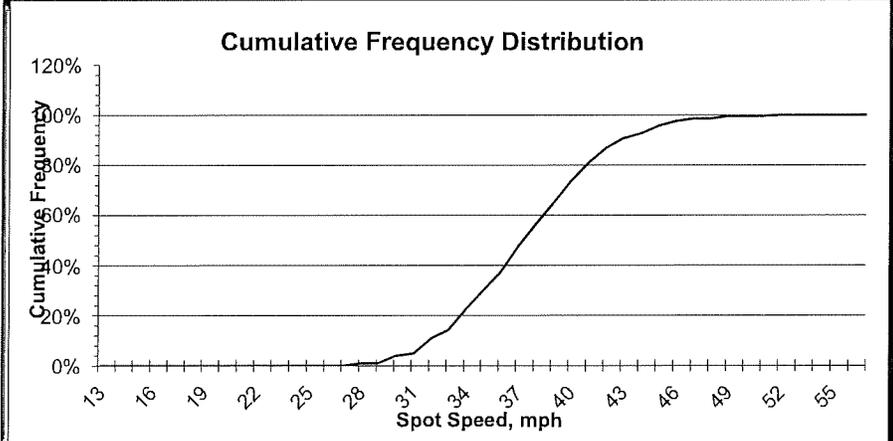
CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Nogales St
Spt.Sp. Location: San Jose Ave & Arenth Ave

Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	0	0.00%	0.00%
27	0	0.00%	0.00%
28	2	0.98%	0.98%
29	0	0.00%	0.98%
30	6	2.94%	3.92%
31	2	0.98%	4.90%
32	12	5.88%	10.78%
33	7	3.43%	14.22%
34	17	8.33%	22.55%
35	15	7.35%	29.90%
36	15	7.35%	37.25%
37	21	10.29%	47.55%
38	18	8.82%	56.37%
39	17	8.33%	64.71%
40	18	8.82%	73.53%
41	15	7.35%	80.88%
42	12	5.88%	86.76%
43	8	3.92%	90.69%
44	4	1.96%	92.65%
45	6	2.94%	95.59%
46	4	1.96%	97.55%
47	2	0.98%	98.53%
48	0	0.00%	98.53%
49	2	0.98%	99.51%
50	0	0.00%	99.51%
51	0	0.00%	99.51%
52	1	0.49%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	204	100%	

Date:	<u>8/24/2016</u>	Day:	<u>Wednesday</u>
Weather:	<u>Sunny</u>		
Hours:	<u>1:00 PM</u>	To	<u>4:00 PM</u>
Number of Lanes:	<u>6</u>		
Posted Speed:	<u>40 mph</u>		
Channelization:	<u>Raised Median</u>		
Street Width:	<u>84'</u>		
Comm./Resid.:	<u>Industrial</u>		
DIRECTION:	<u>Northbound/Southbound</u>		
DATA ANALYSIS:			
Mean Speed:	<u>38</u>		
Standard Deviation:	<u>4</u>		
Standard error of the mean:	<u>0.28</u>		
15th Percentile:	<u>34</u>		
50th Percentile:	<u>38</u>		
85th Percentile:	<u>42</u>		
10 Mile Pace:	<u>34</u>	to	<u>43</u>
% of Samples in 10-Mile Pace:	<u>76.47%</u>		
# in 10 MPH pace:	<u>156</u>		
Comments:			



Total: 204 100%

Prepared by NDS/ATD

VOLUME

Nogales St Bet. San Jose Ave & Arenth Ave

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_008

DAILY TOTALS		NB	SB	EB	WB	Total
		15,629	14,773	0	0	30,402

AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	20	24			44	12:00	257	227			484		
00:15	47	20			67	12:15	188	216			404		
00:30	50	22			72	12:30	207	208			415		
00:45	30	147	19	85	49	232	12:45	215	867	196	847	411	1714
01:00	39	12			51	13:00	242	197			439		
01:15	24	8			32	13:15	227	207			434		
01:30	26	12			38	13:30	199	198			397		
01:45	26	115	12	44	38	159	13:45	256	924	220	822	476	1746
02:00	26	11			37	14:00	241	168			409		
02:15	17	10			27	14:15	219	193			412		
02:30	21	12			33	14:30	245	197			442		
02:45	17	81	22	55	39	136	14:45	272	977	173	731	445	1708
03:00	17	17			34	15:00	292	243			535		
03:15	22	25			47	15:15	255	247			502		
03:30	8	20			28	15:30	312	237			549		
03:45	13	60	24	86	37	146	15:45	261	1120	209	936	470	2056
04:00	23	35			58	16:00	292	224			516		
04:15	20	45			65	16:15	249	195			444		
04:30	26	86			112	16:30	322	193			515		
04:45	26	95	89	255	115	350	16:45	294	1157	213	825	507	1982
05:00	30	112			142	17:00	325	247			572		
05:15	33	141			174	17:15	308	213			521		
05:30	47	133			180	17:30	414	251			665		
05:45	49	159	183	569	232	728	17:45	365	1412	243	954	608	2366
06:00	43	178			221	18:00	355	262			617		
06:15	74	201			275	18:15	338	204			542		
06:30	118	220			338	18:30	320	208			528		
06:45	168	403	318	917	486	1320	18:45	321	1334	178	852	499	2186
07:00	182	182			364	19:00	291	181			472		
07:15	210	256			466	19:15	213	185			398		
07:30	164	251			415	19:30	225	168			393		
07:45	223	779	326	1015	549	1794	19:45	212	941	143	677	355	1618
08:00	176	299			475	20:00	183	131			314		
08:15	229	330			559	20:15	208	134			342		
08:30	197	295			492	20:30	205	102			307		
08:45	237	839	322	1246	559	2085	20:45	197	793	95	462	292	1255
09:00	185	262			447	21:00	168	89			257		
09:15	180	216			396	21:15	163	89			252		
09:30	166	220			386	21:30	170	97			267		
09:45	165	696	258	956	423	1652	21:45	154	655	49	324	203	979
10:00	152	208			360	22:00	131	70			201		
10:15	173	224			397	22:15	118	66			184		
10:30	117	224			341	22:30	114	62			176		
10:45	168	610	228	884	396	1494	22:45	90	453	49	247	139	700
11:00	173	194			367	23:00	93	47			140		
11:15	164	222			386	23:15	58	54			112		
11:30	169	197			366	23:30	79	31			110		
11:45	197	703	207	820	404	1523	23:45	79	309	32	164	111	473
TOTALS	4687	6932			11619	TOTALS	10942	7841			18783		
SPLIT %	40.3%	59.7%			38.2%	SPLIT %	58.3%	41.7%			61.8%		

DAILY TOTALS		NB	SB	EB	WB	Total
		15,629	14,773	0	0	30,402

AM Peak Hour	11:45	07:45	08:00	PM Peak Hour	17:30	17:15	17:30
AM Pk Volume	849	1250	2085	PM Pk Volume	1472	969	2432
Pk Hr Factor	0.826	0.947	0.932	Pk Hr Factor	0.889	0.925	0.914
7 - 9 Volume	1618	2261	3879	4 - 6 Volume	2569	1779	4348
7 - 9 Peak Hour	08:00	07:45	08:00	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	839	1250	2085	4 - 6 Pk Volume	1412	954	2366
Pk Hr Factor	0.885	0.947	0.932	Pk Hr Factor	0.853	0.950	0.889

Prepared by NDS/ATD

Project #: CA16_5536_008

City: Industry

Location: Nogales St Bet. San Jose Ave & Arenth Ave

Date: 8/23/2016



CITY OF INDUSTRY

ENGINEERING AND TRAFFIC SURVEY

74

STREET NOGALES STREET
FROM ARENTH AVENUE

CERTIFICATION DATE:
TO VALLEY BOULEVARD

SPEED FACTORS

Date of Speed Survey	08/25/2016	Posted Speed Limit	40 MPH
Time of Speed Survey	1:00 PM to 4:00 PM	Speed Justification	
50th Percentile Speed (Mean Speed)	38.0	85th Percentile speed applied.	
85th Percentile Speed	42.0		
10 mph Pace Speed	34 to 43		
Percentage of Vehicles in Pace	78.9%	Recommended Speed Limit	40 MPH
Number of Survey Samples	204		

COLLISION HISTORY

Number of Years Studied	3
Total Collisions	2
Collision Rate (ACC/MVM)	0.51
Expected Collisions (ACC/MVM)	1.18

TRAFFIC FACTORS

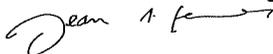
Average Daily Traffic	29,644	Date Counted	8/23/2016
Number of Lanes	3 lanes each direction		
Type of Traffic Control	Signalized at Arenth		
Crosswalks?	At signalized Intersection		
Pedestrian Traffic	Minimal		
Truck Traffic	Yes		
On-Street Parking	No		
Sidewalks?	Yes		
Driveways?	Few		

ROADWAY FACTORS

Length of Segment	634'
Width	86'
Vertical Curve	Yes, grade separation at Valley
Horizontal Curve	No
Visibility	Slight restriction due to road curvature
Roadway Conditions	No bike lane, bus stop
Lighting	Yes, grade separation at Valley
Adjacent Land Use	Commercial/Industrial

Field Study By KHA **Checked By** KHA

CERTIFICATION: I Jean Fares do hereby certify that this Engineering and Traffic Survey within the City of Industry was performed under my supervision and is accurate and complete. I certify that City staff is experienced in performing surveys of this type. I am duly registered in the State of California as a Professional Engineer (Traffic).



Jean Fares	5/23/18	TE 2097
	Date	State Registration Number

CITY OF INDUSTRY

Client: KIMLEY HORN & ASSOCIATES, INC.
Street: Nogales St
Spt.Sp. Location: Arenth Ave & Valley Blvd

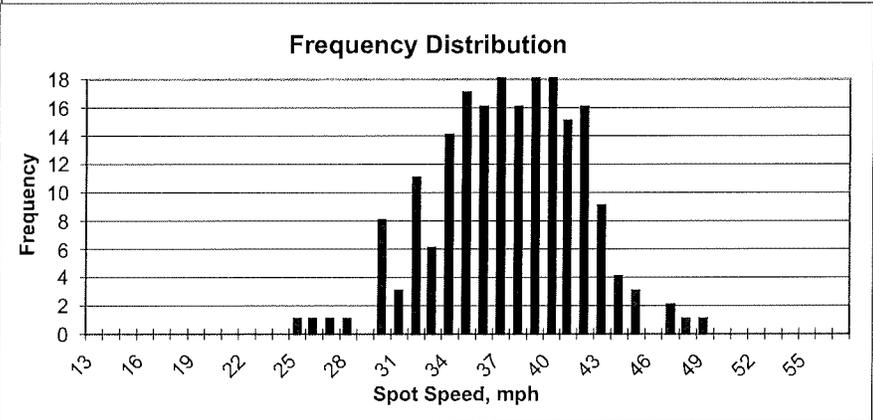
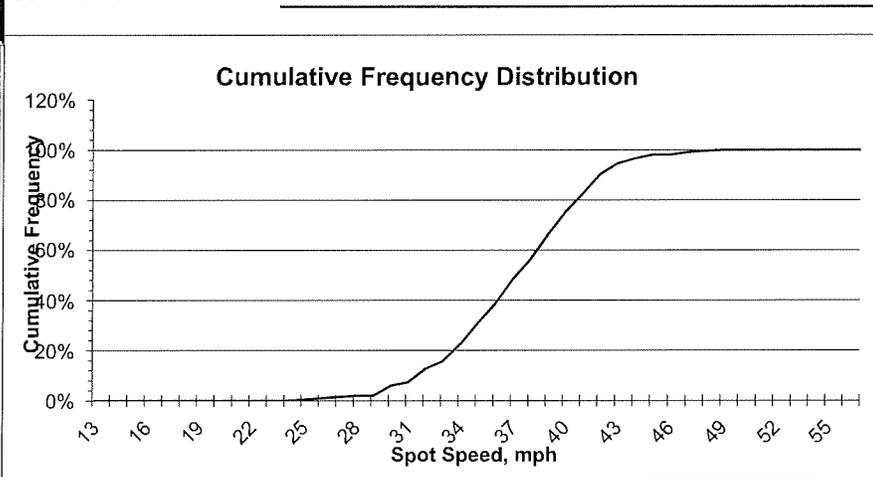
Ref. # 01

Speed	Frequency	Percent	Cumulative Percent
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	1	0.49%	0.49%
26	1	0.49%	0.98%
27	1	0.49%	1.47%
28	1	0.49%	1.96%
29	0	0.00%	1.96%
30	8	3.92%	5.88%
31	3	1.47%	7.35%
32	11	5.39%	12.75%
33	6	2.94%	15.69%
34	14	6.86%	22.55%
35	17	8.33%	30.88%
36	16	7.84%	38.73%
37	20	9.80%	48.53%
38	16	7.84%	56.37%
39	20	9.80%	66.18%
40	18	8.82%	75.00%
41	15	7.35%	82.35%
42	16	7.84%	90.20%
43	9	4.41%	94.61%
44	4	1.96%	96.57%
45	3	1.47%	98.04%
46	0	0.00%	98.04%
47	2	0.98%	99.02%
48	1	0.49%	99.51%
49	1	0.49%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
Total:	204	100%	

Date: 8/25/2016 **Day:** Thursday
Weather: Sunny
Hours: 1:00 PM **To** 4:00 PM
Number of Lanes: 6
Posted Speed: 40 mph
Channelization: Raised Median
Street Width: 86'
Comm./Resid.: Industrial
DIRECTION: Northbound/Southbound

DATA ANALYSIS:

Mean Speed:	38
Standard Deviation:	4
Standard error of the mean:	0.28
15th Percentile:	33
50th Percentile:	38
85th Percentile:	42
10 Mile Pace:	34 to 43
% of Samples in 10-Mile Pace:	78.92%
# in 10 MPH pace:	161



Total: 204 100%

Prepared by NDS/ATD

VOLUME

Nogales St Bet. Arenth Ave & Valley Blvd

Day: Tuesday
Date: 8/23/2016

City: Industry
Project #: CA16_5536_009

DAILY TOTALS					NB	SB	EB	WB	Total		
					15,407	14,237	0	0	29,644		
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00	61	22			83	12:00	234	187			421
00:15	53	17			70	12:15	194	183			377
00:30	52	20			72	12:30	192	197			389
00:45	30	196	19	78	49	12:45	199	819	199	766	398
01:00	33	12			45	13:00	229	217			446
01:15	26	7			33	13:15	211	195			406
01:30	23	8			31	13:30	179	197			376
01:45	25	107	12	39	37	13:45	229	848	193	802	422
02:00	23	11			34	14:00	230	209			439
02:15	16	10			26	14:15	206	199			405
02:30	21	13			34	14:30	241	205			446
02:45	17	77	18	52	35	14:45	262	939	214	827	476
03:00	18	15			33	15:00	278	212			490
03:15	18	23			41	15:15	287	244			531
03:30	7	19			26	15:30	329	206			535
03:45	14	57	23	80	37	15:45	268	1162	178	840	446
04:00	21	34			55	16:00	299	197			496
04:15	12	41			53	16:15	257	173			430
04:30	19	88			107	16:30	352	168			520
04:45	21	73	92	255	113	16:45	328	1236	183	721	511
05:00	22	104			126	17:00	383	181			564
05:15	29	139			168	17:15	352	181			533
05:30	34	142			176	17:30	464	193			657
05:45	47	132	194	579	241	17:45	398	1597	199	754	597
06:00	38	174			212	18:00	429	198			627
06:15	72	227			299	18:15	393	163			556
06:30	110	234			344	18:30	333	177			510
06:45	143	363	327	962	470	18:45	295	1450	149	687	444
07:00	161	202			363	19:00	307	158			465
07:15	190	252			442	19:15	241	180			421
07:30	148	282			430	19:30	236	163			399
07:45	182	681	354	1090	536	19:45	219	1003	125	626	344
08:00	159	328			487	20:00	194	131			325
08:15	176	344			520	20:15	201	123			324
08:30	143	318			461	20:30	211	101			312
08:45	158	636	355	1345	513	20:45	203	809	93	448	296
09:00	133	291			424	21:00	177	84			261
09:15	134	246			380	21:15	172	85			257
09:30	153	209			362	21:30	171	95			266
09:45	130	550	246	992	376	21:45	151	671	55	319	206
10:00	139	194			333	22:00	139	65			204
10:15	154	222			376	22:15	126	62			188
10:30	111	203			314	22:30	116	54			170
10:45	147	551	200	819	347	22:45	98	479	50	231	148
11:00	163	181			344	23:00	96	44			140
11:15	132	180			312	23:15	63	52			115
11:30	166	203			369	23:30	81	27			108
11:45	190	651	207	771	397	23:45	80	320	31	154	111
TOTALS	4074	7062			11136	TOTALS	11333	7175			18508
SPLIT %	36.6%	63.4%			37.6%	SPLIT %	61.2%	38.8%			62.4%

DAILY TOTALS					NB	SB	EB	WB	Total
					15,407	14,237	0	0	29,644

AM Peak Hour	11:45	08:00	07:45	PM Peak Hour	17:30	14:45	17:30
AM Pk Volume	810	1345	2004	PM Pk Volume	1684	876	2437
Pk Hr Factor	0.865	0.947	0.935	Pk Hr Factor	0.907	0.898	0.927
7 - 9 Volume	1317	2435	3752	4 - 6 Volume	2833	1475	4308
7 - 9 Peak Hour	07:00	08:00	07:45	4 - 6 Peak Hour	17:00	17:00	17:00
7 - 9 Pk Volume	681	1345	2004	4 - 6 Pk Volume	1597	754	2351
Pk Hr Factor	0.896	0.947	0.935	Pk Hr Factor	0.860	0.947	0.895

Prepared by NDS/ATD

Project #: CA16_5536_009

City: Industry

Location: Nogales St Bet. Arenth Ave & Valley Blvd

Date: 8/23/2016



EXHIBIT D

Engineering and Traffic Survey Report on Vineland Avenue between the City of Baldwin Park Boundary, 1300 feet North of Rath Street and Nelson Avenue, dated April 30, 2018 – prepared by Los Angeles County Department of Public Works

[Attached]

April 30, 2018

**VINELAND AVENUE
BETWEEN THE CITY OF BALDWIN PARK BOUNDARY, 1300 FEET NORTH OF
RATH STREET AND NELSON AVENUE
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 Vineland Avenue, between the City of Baldwin Park boundary, 1300 feet north of Rath Street and Nelson Avenue. 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 E&TS exists reflecting current conditions of the roadway. This E&TS must be updated every seven years in order to continue the use of radar speed enforcement. This study provides a current engineering analysis of the traffic conditions on Vineland Avenue and evaluates the appropriateness of the existing speed limit.

Limits of the Study

This E&TS was conducted on Vineland Avenue between the City of Baldwin Park boundary, 1300 feet north of Rath Street and Nelson Avenue. The northern segment of Vineland Avenue between the City of Baldwin Park boundary and Amar Road is under the jurisdiction of the County of Los Angeles. The segment of Vineland Avenue between Amar Road and Ector Street is jurisdictionally shared between the County and the City of Industry. The County maintains the east side of the roadway, while the City of Industry maintains the west side. The portion between Ector Street and Temple Avenue is maintained by the County. The segment from Temple Avenue to Nelson Street is jurisdictionally shared between the County and the City of Industry. The County maintains the east side of the roadway, and the City of Industry maintains the west side.

Existing Conditions

A. Type of Facility

Vineland Avenue is classified as a Major Collector per the Functional Classification System Maps on file with the Federal Highway Administration. This segment of Vineland Avenue is also classified by the Master Plan of Highways as a Local Street. Therefore, an E&TS is required per the CVC.

B. Roadway Geometry and Improvements

Vineland Avenue between the City of Baldwin Park Boundary, 1300 feet north of Rath Street and Nelson Avenue is 40 feet wide, and runs in the northeast-southwest direction. The roadway has one travel lane in each direction, separated by a dashed yellow centerline. Vineland Avenue has a relatively flat roadway profile and is relatively straight. It is improved with curb, gutter, and sidewalk along both sides.

C. Fronting Development

The fronting development consists of residential units north of Amar Road. South of Amar Road, there are residential units on the east side, and educational, commercial, and industrial facilities along the west side.

D. Traffic

Machine traffic counts were taken on Vineland Avenue on March 3, 2017. The locations and the average daily traffic volumes are shown below in vehicles per day (vpd):

Segment	Volume (vpd)
North of Rath Street	7,884
North of Judith Street	6,309
Average	7,097
South of Giordano Street	8,720
South of Temple Avenue	12,484
Average	10,602

E. Existing Speed Zones

The posted speed limit along Vineland Avenue is 35 mph between the City of Baldwin Park Boundary and Nelson Avenue. The City of Industry has a posted speed limit of 35 mph within its limits of Vineland Avenue.

F. Collision Rate

Collision information was compiled for Vineland Avenue for the two-year period ending January 31, 2018. Based on the roadway characteristics, this segment of Vineland Avenue is considered an Urban Collector. The mid-block collision rates are shown below in comparison to the Countywide expected rate expressed in collisions per million vehicle miles (see Table B, Mid-Block Average Collision Rates).

Location	Actual C/MVM	Expected C/MVM
Vineland Avenue between the City of Baldwin Park boundary, 1300 feet north of Rath Street and Amar Road	2.60	1.96 ± 0.71
Vineland Avenue between Amar Road and Nelson Avenue	1.50	1.96 ± 0.71

G. Enforcement Jurisdiction

Enforcement of the California Vehicle Code for this segment of Vineland Avenue within the County is under the jurisdiction of the Baldwin Park office of the California Highway Patrol. The portion within the City of Industry is enforced by the Los Angeles County Sheriff's Department.

H. Speed Survey Data

Radar speed checks were taken on Vineland Avenue in March 12, 2018. A model Python IV, Doppler Traffic Radar (Serial No. 546004099) was used to conduct the speed checks and was last calibrated on December 2, 2016. The locations and findings are listed below.

Location	Posted Speed	85 th Percentile Speed	Pace Speed
North of Rath Street	35 mph	39 mph	31-40 mph
North of Judith Street	35 mph	39 mph	32-41 mph
Average		39 mph	

Location	Posted Speed	85 th Percentile Speed	Pace Speed
South of Giordano Street	35 mph	40 mph	31-40 mph
South of Temple Avenue	35 mph	36 mph	28-37 mph
Average		38 mph	

Conclusions and Recommendations

Vineland Avenue between the City of Baldwin Park boundary, 1300 feet north of Rath Street and Amar Road.

This segment of Vineland Avenue currently has a posted speed limit of 35 mph between the City of Baldwin Park boundary, 1300 feet north of Rath Street and Amar Road. Radar speed checks revealed an 85th percentile speed of 39 mph on this segment of Vineland Avenue. The collision rate for this section is 2.60 C/MVM, which is higher than the Countywide expected rate of 1.96 ± 0.71 C/MVM. The nearest 5 mph increment of the 85th percentile speed of 39 mph would be rounded up to 40 mph. However, CVC Section 21400(b) allows a local authority to round down speed limits as long as no further reduction is taken; therefore, it is recommended that the speed limit for Vineland Avenue within the subject limits remain at 35 mph.

Vineland Avenue between Amar Road and Nelson Avenue.

This segment of Vineland Avenue currently has a posted speed limit of 35 mph between Amar Road and Nelson Avenue. Radar speed checks revealed an average 85th percentile speed of 38 mph on this segment of Vineland Avenue. The collision rate for this section is 1.50 C/MVM, which is within the Countywide expected rate of 1.96 ± 0.71 C/MVM. The nearest 5 mph increment of the 85th percentile speed of 38 mph would be rounded up to 40 mph. However, CVC Section 21400(b) allows a local authority to round down speed limits as long as no further reduction is taken; therefore, it is recommended that the speed limit for Vineland Avenue within the subject limits remain at 35 mph.

Summary of Recommendations	Existing	Proposed
Vineland Avenue between the City of Baldwin Park boundary, 1300 feet north of Rath Street and Amar Road	35 mph	35 mph
Vineland Avenue between Amar Road and Nelson Avenue	35 mph	35 mph

Zaynab Alzora
Project Engineer

4/30/18
Date

Joe H. Miller
Project Supervisor

5/18/2018
Date



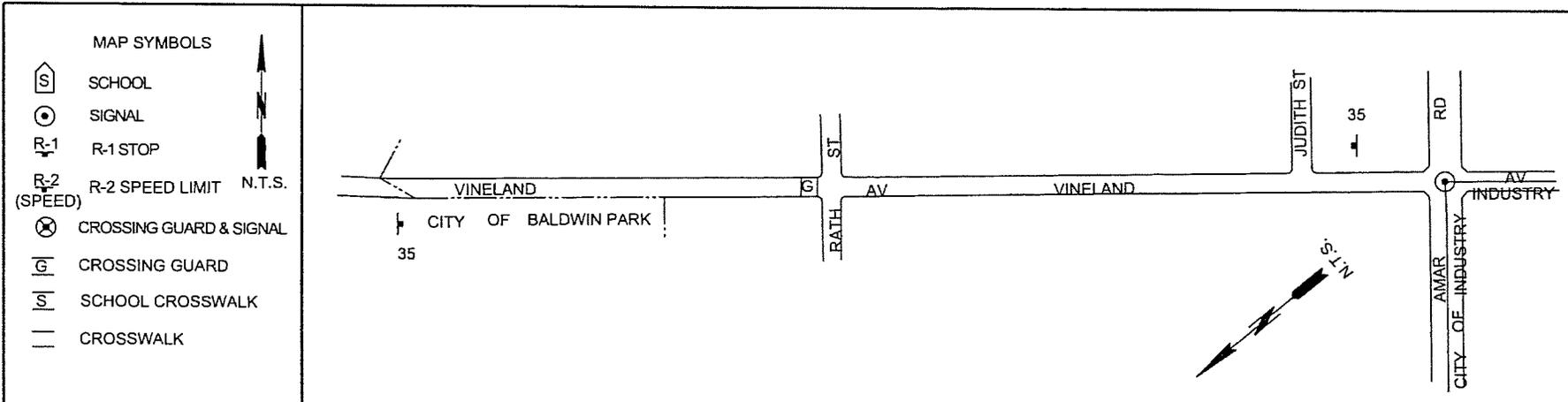
Accepted: City of Industry

Date

ZA:

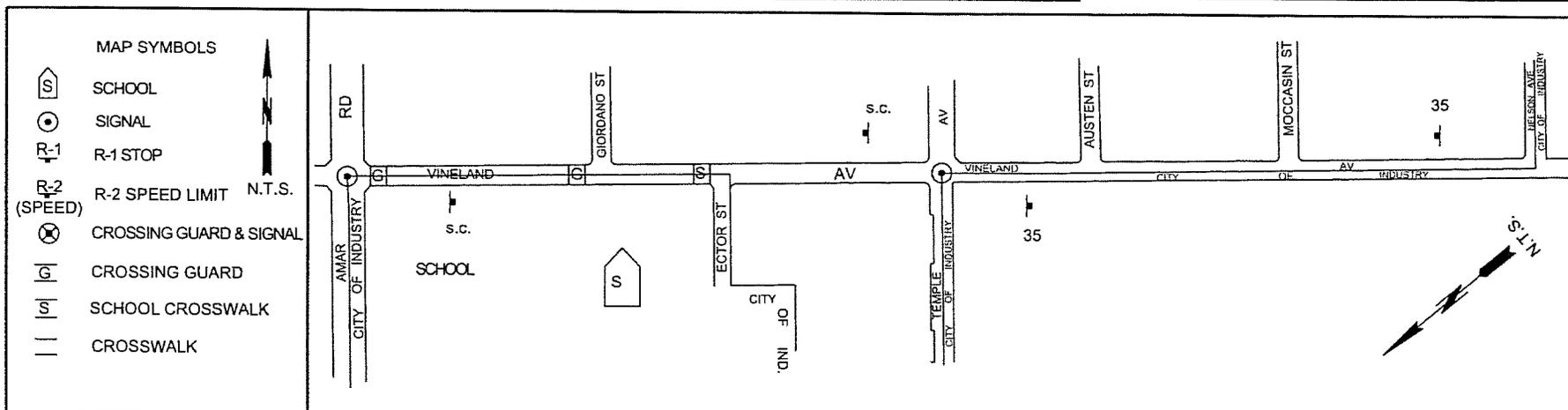
P:\pub\INVEST\IN\Radars\ETreport\Vineland Ave from City of Baldwin Park Boundary North of Rath Street to Nelson Avenue.doc

STREET Vineland Avenue FROM City of Baldwin Park Boundary, 1300 feet north of Rath Street TO Amar Road



DISTANCE	0.52 MILES	
VERTICAL ALIGNMENT	RELATIVELY FLAT	
PARKING RESTRICTIONS	NO PARKING VEHICLES FOR SALE	
STREET WIDTH	40'	
NO. LANES & MEDIAN	1 LANE EACH DIRECTION, YDCL	
IMPROVED (SW, C & G)	FULLY IMPROVED	
FRONTING DEVELOPMENT	Note 1*	RESIDENTIAL
AVERAGE DAILY TRAFFIC	7,884	6,309
SPEED CHECK DATA (DATE & LOC.)	3/12/18	3/12/18
85TH PERCENTILE SPEED	39 MPH	39 MPH
AVERAGE SPEED	36 MPH	37.1 MPH
10 MILE PACE SPEED	31 - 40	32 - 41
COLLISION DATA (2 YRS TO 01/31/18)		
TOTAL MIDBLOCK COLLISIONS	7	
NO. WITH SPEED VIOLATIONS	0	
PREDOMINATE TYPE	Improper Turning	
HBD, H&R	1	
COLLISION RATE (CMVM)	2.60	
COUNTY AVERAGE (C/MVM)	1.96 ± 0.71	
REMARKS:	Note 1*: Recreational W/S, Residential E/S	
EXISTING SPEED LIMIT	35 MPH	
PROPOSED SPEED LIMIT	35 MPH	

STREET Vineland Avenue FROM Amar Road TO Nelson Avenue



DISTANCE	0.69 MILES		
VERTICAL ALIGNMENT	RELATIVELY FLAT		
PARKING RESTRICTIONS	NSAT W/S	NONE	NSAT W/S
STREET WIDTH	40'		
NO. LANES & MEDIAN	1 LANE EACH DIRECTION, YDCL		
IMPROVED (SW, C & G)	FULLY IMPROVED		
FRONTING DEVELOPMENT	RESIDENTIAL E/S, INDUSTRIAL AND EDUCATIONAL W/S	NOTE 1*	NOTE 2*
AVERAGE DAILY TRAFFIC	8,720		12,484
SPEED CHECK DATA (DATE & LOC.)	03/12/18		03/12/18
85TH PERCENTILE SPEED	40 MPH		36 MPH
AVERAGE SPEED	35.3 MPH		33.4 MPH
10 MILE PACE SPEED	31-40		28-37
COLLISION DATA (2 YRS TO 01/31/18)			
TOTAL MIDBLOCK COLLISIONS	8		
NO. WITH SPEED VIOLATIONS	3		
PREDOMINATE TYPE	Unsafe Speed		
HBD, H&R	1		
COLLISION RATE (C/MVM)	1.50		
COUNTY AVERAGE (C/MVM)	1.96 ± 0.71		
REMARKS:	*Note 1: Residential and Recreational East Side, Commercial West Side *Note 2: Residential East Side, Industrial West Side		
EXISTING SPEED LIMIT	35 MPH		
PROPOSED SPEED LIMIT	35 MPH		

**Engineering and Traffic Survey
Collision Rate**

**Vineland Avenue
1300 feet north of Rath Street to Amar Road**

Approx. Length (miles):	<u>0.52</u>
Total # Midblock Collisions:	<u>7</u>
Average Daily Volume:	<u>7,097</u>
Time (years):	<u>2</u>

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

$$\text{Collision Rate} = 2.60 \quad \text{C/MVM}$$

**Engineering and Traffic Survey
Collision Rate**

**Vineland Avenue
Amar Road to Nelson Avenue**

Approx. Length (miles): 0.69
Total # Midblock Collisions: 8
Average Daily Volume: 10,602
Time (years): 2

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

Collision Rate = 1.50 C/MVM

CITY COUNCIL

ITEM NO. 6.7

Discussion Only

CITY COUNCIL

ITEM NO. 6.8



PUEENTE POST NO. 1944
16157 E. Gale Avenue
City of Industry, California 91745

City of Industry, City Council
15625 E. Stafford Street, CA 91744
June 4, 2018

Mayor, Mark D. Radecki

This is to request the City of Industry's consideration for funds in the amount of \$300,000 to remodel four restrooms to meet the American Disability Act (ADA) standards for the Veterans of Foreign Wars (VFW) Post 1944 located in the City of Industry.

VFW La Puente Post 1944 was established in 1954 and over the years our main sources of revenue have been the post canteen, hall rentals, and selling fireworks at six stands. As veterans we find it difficult to ask for financial help, especially since 60 percent of the membership is over 70 years old, the remaining 40 percent consist of members in their 50 and 60s. We have taken pride in being self-supportive over the years to serve veterans needs. I mention this, because it has been a challenge to recruit members to help conduct fundraising events to generate significant amount of funds to pay for remodeling the restrooms.

In 2015, we requested and received funds in the amount of \$27,500 from the City of Industry for repairing the roof and parking lot, which we are deeply grateful. Many American Legion and VFW Posts throughout our Country have struggled financially and have resulted in closures. The American Legion Post 75 located in the City of Industry lost their building due to financial hardship and are now using our Post to continue to serve veterans. Fortunately, VFW Post 1944 owns the building in the City of Industry. We are a non-profit organization with the mission to foster camaraderie among United States veterans of overseas conflicts, to serve our veterans, the military, and our communities, and to advocate on behalf of all veterans.

In 2017, a person with disabilities from San Diego visited our facility and with no warning sued our Post for not meeting ADA standards for restroom and parking space access. We retained a lawyer for \$6,000 and a settlement of \$9,000 has been awarded to the disabled person from San Diego, unfortunately we did not have the funds. However, we were allowed to pay \$100 per month until the \$9,000 is paid, and we are required to timely remodel the restrooms to meet ADA standards.

Moreover, we are concerned that if we do not remodel the restrooms in a timely manner, we can end up in court again which may result in the VFW Post 1944 closure. The VFW and the American Legion

NO ONE DOES MORE FOR VETERANS.

members' would like to continue to sponsor wholesome programs to mentor youth in our communities, visit wounded veterans at VA hospitals, prepare care packages for our troops, advocate patriotism, provide burial teams at the request of families, and ensure veterans receive their earned entitlements and recognition for the sacrifices they and their loved ones have made on behalf of this great country.

We are in hopes that the City of Industry consider allocating the amount of \$300,000, in order for the VFW and the American Legion to continue making a meaningful difference . If I can provide additional information to encourage your consideration of our request, please feel free to contact me at (626) 965-6792 or (626) 617-4606. We look forward to receiving your response.

Respectfully

A handwritten signature in blue ink that reads "Henry Roman". The signature is written in a cursive style with a large, stylized "H" and "R".

Henry Roman
Post 1944 ADA Liaison

cc: Troy Helling, City Manager
City of Industry

CITY COUNCIL

ITEM NO. 6.9



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: June 28, 2018

SUBJECT: Consideration of a Maintenance Services Agreement with Janus Pest Management, Inc. for pest control services, in an amount not-to-exceed \$21,492.00 from June 28, 2018 to June 27, 2019 (Agreement No. DS-18-056-A)

Background:

Per Section 3.52.120 of the City's Municipal Code, contracts relating to maintenance of public works or public facilities may be provided by competitive bidding, informal public bidding, or by negotiated contract, at the discretion of the City Council.

Janus Pest Management, Inc. ("Janus") provides pest control services for a range of commercial and residential clientele. City staff negotiated a contract with Janus to provide pest control services at Tonner Canyon which is owned by the City, for a one (1) year period. The pest control services include, but are not limited to: annual rodent debris removal and site disinfection at Camp Courage, the Camp Master bunk house, four (4) camping tents, restrooms, showers, tents, and installation of rodent devices and general pest control services.

City staff consulted with Sage Environmental and all pest control methods and services have been environmentally reviewed and approved.

Fiscal Impact:

This fiscal impact associated with this action requires an appropriation of \$21,492.00 to General Fund – Habitat & Open Space – Property Maintenance (Account No. 100-628-8510) for fiscal year 2018-2019.

Recommendation:

- 1.) Approve the Maintenance Services Agreement with Janus Pest Management, Inc., in an amount not to exceed \$21,492.00 dated June 28, 2018; and
- 2.) Appropriate \$21,492.00 from General Fund – Habitat & Open Space – Property Maintenance (Account No. 100-625-8510).

Exhibit:

- A. Maintenance Services Agreement with Janus Pest Management, Inc., dated June 28, 2018
-

TH/KW:af

EXHIBIT A

Maintenance Services Agreement with Janus Pest Management, Inc.,
dated June 28, 2018

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of June 28, 2018 (“Effective Date”), between the City of Industry, a municipal corporation (“City”) and Janus Pest Management, 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 June 27, 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 pest control 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 Twenty-One Thousand Four Hundred Ninety-Two Dollars (\$21,492.00) 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
13200 Crossroads Parkway, North Suite 345
City of Industry, CA 91746
Attention: James M. Casso, City Attorney

To Consultant: Janus Pest Management, Inc.
P.O. Box 4649
San Dimas, CA 91773
Attention: Kristina Spicer, Operations Manager

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

“CITY”
City of Industry

“CONSULTANT”
Janus Pest Management, Inc.

By: _____
Troy Helling, Acting City Manager

By:  _____
Jay Spicer, CEO

Attest:

By: _____
Diane M. Schlichting, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide pest management services for Tonner Canyon, City of Industry. The services include, but are not limited to:

- Annual rodent debris removal and site disinfection at Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers.
- Tent disinfection at the 4 camping tent sites
- Rodent devices at the Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers.
- General pest control at Camp Courage, Camp Master bunk house, 4 camping tents and the restrooms/showers, and guard shack.

EXHIBIT B

RATE SCHEDULE

	SERVICE	AREA	SERVICE CHARGE	SERVICE FREQ.	SERVICE SCHEDULE
1.	Annual Rodent Clean	Tents, Courage, Master, rest rooms/showers	\$3,400/Service	1x/Annual	May
2.	Tent Disinfection	Camp Tents	\$182/Service	1x/Weekly	June-August
3.	Rodent Devices	Camp Tents	\$240/Service	1x/Annual	May
4.	Trap Inspection/Service	Camp Tents	\$142/Service	2x/Weekly	May-August
5.	Rodent Repellant	Camp Tents	\$142/Service	1x/Monthly	September-April
6.	Rodent Devices	Courage, Master Bunk, Restrooms/Showers	\$240/Service	1x/Annual	May
7.	Rodent Devices	Courage, Master Bunk, Restrooms/Showers	\$142/Service	2x/Weekly	May-August
8.	Rodent Devices	Courage, Master Bunk, Restrooms/Showers	\$142/Service	1x/Monthly	September-April
9.	General Pest Control	Camp Courage	\$122/Service	1x/Monthly	January-December
10.	General Pest Control	Camp Master Bunkhouse	\$102/Service	1x/Monthly	January-December
11.	General Pest Control	Restrooms/Showers	\$75/Service	1x/Monthly	January-December
12.	General Pest Control	Camp Tents	\$75/Service	1x/Monthly	May-August
14.	General Pest Control (Guard Shack)	Guard Shack	\$125/Service	1x/Quarterly	January-December

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.10



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Joshua Nelson, Contract City Engineer, CNC Engineering *JN*
James Cramsie, Project Manager, CNC Engineering *J.C.*

DATE: June 28, 2018

SUBJECT: Consideration of Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for participation in a joint Dominguez Channel/Harbor Toxic Total Maximum Daily Load (TMDL) Monitoring Program

Background:

On May 11, 2011, the California Regional Water Quality Control Board, Los Angeles Region adopted the "Dominguez Channel and Greater Harbors Toxic TMDL". This Total Maximum Daily Load (TMDL) requires cities and agencies (permittees) tributary to the Los Angeles and San Gabriel Rivers to conduct monitoring for toxic pollutants as defined by that TMDL. These pollutants and the associated testing method require the installation of specialized monitoring equipment. To reduce costs, the Gateway Water Management Authority (GWMA) was requested to act as the fiduciary agent for the installation of and subsequent monitoring of three monitoring stations at three different locations. All participating permittees will share the cost, responsibility and testing results.

The three monitoring stations will be located at or near:

- The existing Los Angeles River mass emission station at Wardlow
- Spring Street and the San Gabriel River (a new installation)
- The existing Coyote Creek mass emission station at Spring Street

On May 28, 2015, the Council approved the agreement with GWMA for cost sharing for the installation and subsequent monitoring of the three (3) stations listed above. The agreement went into effect on July 1, 2015 and is set to expire on June 30, 2018.

Discussion:

To continue to participate in the program, permittees will be required to sign an Agreement with GWMA. Due to the number of permittees involved, the Agreement is not subject to altering or customization. Cost shares were developed based on each watershed group paying a fee based on percentage of area within the watershed area. GWMA will also assess a 3% administrative fee for GWMA members and an 8.76% administrative fee for

non-members to cover the cost of administering this program. The City of Industry is a non-member of GWMA.

Fiscal Impact:

The group has agreed that the total annual cost for monitoring of the three locations for all participants shall not exceed \$132,400.65. The group will provide funding in accordance with the cost allocation formula, which is based on percentage of area within the watershed area along with an administrative fee. See Exhibit 'A' of the Agreement for further details of the Cost Allocation Formula breakdown.

The Agreement has outlined the portion of the monitoring costs and administrative fees the City of Industry will be responsible to contribute. The City will contribute \$1,844.00 annually and will be invoiced by GWMA on an annual basis, which includes proportional share of the Monitoring Costs and administrative fees. The terms of the agreement shall begin on July 1, 2018 and expire on June 30, 2023.

Recommendation:

It is hereby recommended that the City Council approve the agreement.

Exhibits:

A. Agreement with GWMA

TH/JN/JC:jv

EXHIBIT A

Agreement with GWMA

[Attached]

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF INDUSTRY

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of July 1, 2018, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Industry, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the members of the GWMA are the Cities of Artesia, Avalon, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District and the Long Beach Water Department (“GWMA Members”);

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively “Monitoring Costs”);

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay an eight and seventy-six hundredths percent (8.76%) administrative fee on each payment to cover various administrative costs. Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA’s administrative expenses and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA’s administrative expenses;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee’s annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to install and maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2018 and shall expire on June 30, 2023, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide the Permittee with the monitoring data collected from the Monitoring Stations.

(c) At the request of an MS4 Permittee that participates in the cost sharing for the Monitoring Costs, the GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders

that are not MS4 Permittees for cost-sharing the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than One Thousand Six Hundred Ninety-Five Dollars and Fourteen Cents (\$1,695.14) for the initial payment ("Initial Payment Amount"), for the 2018-2019 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2018-2019 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the Permittee shall pay no more than One Thousand Six Hundred Ninety-Five Dollars and Fourteen Cents (\$1,695.14) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(c) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, legal fees incurred by the GWMA in the performance of its duties under this Agreement, and audit expenses and other overhead costs ("Administrative Costs Payment Amount"). The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount shall be three percent (3%) of the Permittee's Cost Share Amount identified in Exhibit "A." Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the GWMA shall charge eight and seventy-six hundredths percent (8.76%) of the Permittee's Cost Share Amount identified in Exhibit "A." Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's Administrative Costs and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's Administrative Costs. Beginning

with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

(d) The Permittee's Initial Payment Amount shall cover the 2018-2019 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2018. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and no later than the April 1st prior to the new fiscal year.

(e) Adjustment of Cost Share Based on Number of Participants. The Initial Payment Amount, the Annual Payment Amount, and the Administrative Costs Payment Amount identified in this Section 8 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(f) Reserve Credits. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount or the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by the Permittee in a particular year, then the GWMA will notify the Permittee in writing on the next available invoice and will presume that the Permittee desires any excess balance be credited toward the Permittee's Annual Payment Amount and/or Administrative Costs Payment Amount in subsequent years, less a reasonable contingency as determined by the GWMA not to exceed \$10,000. Such a credit will be applied to the Initial Payment Amount if an excess balance exists for funds paid by Permittee under a prior cost share agreement between the Parties. In lieu of a credit, the Permittee may elect to retain any excess balance as reserves for future Annual Payments Amounts and/or Administrative Costs Payment amounts, and pay the full invoiced amount to the GWMA. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for indirect, overhead costs in the amount of three and seventy-six hundredths percent (3.76%) of the Permittee's Cost Share Amount will be retained by GWMA and is not subject to a credit.

(g) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(h) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate

this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(i) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain

responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1st, 2019, the Permittee is responsible for the Annual Payment Amounts for both FY 2018-2019 and FY 2019-2020. If the Permittee terminates on February 10, 2019, the Permittee is responsible for its Annual Payment Amount only for FY 2018-2019, not for FY 2019-2020). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 12. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

City of Industry
15625 E. Stafford Street
City of Industry, CA 91744
Attn: Troy Helling
thelling@cityofindustry.org

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Signature of GWMA Chair

Print Name

DATE: _____

PERMITTEE
CITY OF INDUSTRY

Signature

Print Name

Print Title

EXHIBIT "A"
COST SHARE MATRIX
ATTACHED

EXHIBIT A - COST SHARE MATRIX

City	GWMA Member	Group	Fourth Year*	Sub-Total*	Credit from Reserve	Balance*	Combined Balance
Alhambra	No	LAR	\$ 801.52	\$ 801.52	\$ -	\$ 801.52	-
Arcadia	No	LAR	\$ 919.56	\$ 919.56	\$ -	\$ 919.56	\$ 1,593.98
Arcadia	No	SGR	\$ 674.42	\$ 674.42	\$ -	\$ 674.42	
Artesia	Yes	SGR	\$ 697.95	\$ 697.95	\$ -	\$ 697.95	\$ 2,779.84
Artesia	Yes	SGR - CC	\$ 2,081.89	\$ 2,081.89	\$ -	\$ 2,081.89	
Azusa	No	SGR	\$ 1,464.61	\$ 1,464.61	\$ -	\$ 1,464.61	-
Baldwin Park	No	SGR	\$ 1,244.69	\$ 1,244.69	\$ -	\$ 1,244.69	-
Bell	Yes	LAR	\$ 619.29	\$ 619.29	\$ -	\$ 619.29	-
Bellflower	Yes	SGR	\$ 820.49	\$ 820.49	\$ -	\$ 820.49	-
Bell Gardens	Yes	LAR	\$ 613.67	\$ 613.67	\$ -	\$ 613.67	-
Bradbury	No	LAR	\$ 552.43	\$ 552.43	\$ -	\$ 552.43	\$ 1,305.05
Bradbury	No	SGR	\$ 752.62	\$ 752.62	\$ -	\$ 752.62	
Burbank	No	LAR	\$ 1,154.33	\$ 1,154.33	\$ -	\$ 1,154.33	-
Calabasas	No	LAR	\$ 751.65	\$ 751.65	\$ -	\$ 751.65	-
Cerritos	Yes	SGR	\$ 910.53	\$ 910.53	\$ -	\$ 910.53	\$ 4,405.01
Cerritos	Yes	SGR - CC	\$ 3,494.49	\$ 3,494.49	\$ -	\$ 3,494.49	
Claremont	No	SGR	\$ 1,827.34	\$ 1,827.34	\$ -	\$ 1,827.34	-
Commerce	Yes	LAR	\$ 762.38	\$ 762.38	\$ -	\$ 762.38	-
Covina	No	SGR	\$ 1,264.55	\$ 1,264.55	\$ -	\$ 1,264.55	-
Cudahy	Yes	LAR	\$ 568.73	\$ 568.73	\$ -	\$ 568.73	-
Diamond Bar	No	SGR	\$ 1,275.70	\$ 1,275.70	\$ -	\$ 1,275.70	\$ 5,132.03
Diamond Bar	No	SGR - CC	\$ 3,856.33	\$ 3,856.33	\$ -	\$ 3,856.33	
Downey	Yes	LAR	\$ 725.52	\$ 725.52	\$ -	\$ 725.52	\$ 1,956.88
Downey	Yes	SGR	\$ 1,231.36	\$ 1,231.36	\$ -	\$ 1,231.36	
Duarte	No	LAR	\$ 572.48	\$ 572.48	\$ -	\$ 572.48	\$ 1,425.07
Duarte	No	SGR	\$ 852.59	\$ 852.59	\$ -	\$ 852.59	
El Monte	No	LAR	\$ 778.68	\$ 778.68	\$ -	\$ 778.68	\$ 1,648.95
El Monte	No	SGR	\$ 870.27	\$ 870.27	\$ -	\$ 870.27	
Glendale	No	LAR	\$ 1,636.77	\$ 1,636.77	\$ -	\$ 1,636.77	-
Glendora	No	SGR	\$ 1,920.91	\$ 1,920.91	\$ -	\$ 1,920.91	-
Hawaiian Gardens	Yes	SGR - CC	\$ 2,031.79	\$ 2,031.79	\$ -	\$ 2,031.79	-
Hidden Hills	No	LAR	\$ 578.68	\$ 578.68	\$ -	\$ 578.68	-

Huntington Park	Yes	LAR	\$ 633.72	\$ 633.72	\$ -	\$ 633.72	-
Industry	No	SGR	\$ 1,695.14	\$ 1,695.14	\$ -	\$ 1,695.14	-
Irwindale	No	LAR	\$ 582.25	\$ 582.25	\$ -	\$ 582.25	\$ 1,934.80
Irwindale	No	SGR	\$ 1,352.54	\$ 1,352.54	\$ -	\$ 1,352.54	
La Canada Flintridge	No	LAR	\$ 838.44	\$ 838.44	\$ -	\$ 838.44	-
La Habra Heights	No	SGR	\$ 749.09	\$ 749.09	\$ -	\$ 749.09	\$ 3,867.81
La Habra Heights	No	SGR - CC	\$ 3,118.72	\$ 3,118.72	\$ -	\$ 3,118.72	
La Mirada	Yes	SGR - CC	\$ 4,074.83	\$ 4,074.83	\$ -	\$ 4,074.83	-
La Puente	No	SGR	\$ 955.27	\$ 955.27	\$ -	\$ 955.27	-
La Verne	No	SGR	\$ 1,396.88	\$ 1,396.88	\$ -	\$ 1,396.88	-
Lakewood	Yes	LAR	\$ 526.98	\$ 526.98	\$ -	\$ 526.98	\$ 3,309.51
Lakewood	Yes	SGR	\$ 746.09	\$ 746.09	\$ -	\$ 746.09	
Lakewood	Yes	SGR - CC	\$ 2,036.43	\$ 2,036.43	\$ -	\$ 2,036.43	
Long Beach (minus estuary)	Yes	LAR	\$ 971.71	\$ 971.71	\$ -	\$ 971.71	\$ 4,162.30
Long Beach	Yes	SGR	\$ 739.43	\$ 739.43	\$ -	\$ 739.43	
Long Beach	Yes	SGR - CC	\$ 2,451.16	\$ 2,451.16	\$ -	\$ 2,451.16	
Los Angeles	No	LAR	\$ 10,822.08	\$ 10,822.08	\$ -	\$ 10,822.08	-
Lynwood	Yes	LAR	\$ 700.07	\$ 700.07	\$ -	\$ 700.07	-
Maywood	Yes	LAR	\$ 566.92	\$ 566.92	\$ -	\$ 566.92	-
Monrovia	No	LAR	\$ 808.39	\$ 808.39	\$ -	\$ 808.39	\$ 1,470.44
Monrovia	No	SGR	\$ 662.04	\$ 662.04	\$ -	\$ 662.04	
Montebello	Yes	LAR	\$ 828.33	\$ 828.33	\$ -	\$ 828.33	-
Monterey Park	No	LAR	\$ 805.38	\$ 805.38	\$ -	\$ 805.38	-
Norwalk	Yes	SGR	\$ 1,034.29	\$ 1,034.29	\$ -	\$ 1,034.29	\$ 4,385.43
Norwalk	Yes	SGR - CC	\$ 3,351.14	\$ 3,351.14	\$ -	\$ 3,351.14	
Paramount	Yes	LAR	\$ 637.52	\$ 637.52	\$ -	\$ 637.52	-
Pasadena	No	LAR	\$ 1,365.08	\$ 1,365.08	\$ -	\$ 1,365.08	-
Pico Rivera	Yes	LAR	\$ 609.86	\$ 609.86	\$ -	\$ 609.86	\$ 1,799.33
Pico Rivera	Yes	SGR	\$ 1,189.47	\$ 1,189.47	\$ -	\$ 1,189.47	
Pomona	No	SGR	\$ 2,654.52	\$ 2,654.52	\$ -	\$ 2,654.52	-
Rosemead	No	LAR	\$ 712.17	\$ 712.17	\$ -	\$ 712.17	-
San Dimas	No	SGR	\$ 1,996.80	\$ 1,996.80	\$ -	\$ 1,996.80	-
San Fernando	No	LAR	\$ 610.32	\$ 610.32	\$ -	\$ 610.32	-
San Gabriel	No	LAR	\$ 674.33	\$ 674.33	\$ -	\$ 674.33	-

San Marino	No	LAR	\$ 660.99	\$ 660.99	\$ -	\$ 660.99	-
Santa Fe Springs	Yes	SGR	\$ 914.20	\$ 914.20	\$ -	\$ 914.20	\$ 4,413.79
Santa Fe Springs	Yes	SGR - CC	\$ 3,499.59	\$ 3,499.59	\$ -	\$ 3,499.59	
Sierra Madre	No	LAR	\$ 625.88	\$ 625.88	\$ -	\$ 625.88	-
Signal Hill (minus estuary)	Yes	LAR	\$ 529.99	\$ 529.99	\$ -	\$ 529.99	-
South El Monte	No	LAR	\$ 613.19	\$ 613.19	\$ -	\$ 613.19	\$ 1,299.71
South El Monte	No	SGR	\$ 686.52	\$ 686.52	\$ -	\$ 686.52	
South Gate	Yes	LAR	\$ 791.29	\$ 791.29	\$ -	\$ 791.29	-
South Pasadena	No	LAR	\$ 648.26	\$ 648.26	\$ -	\$ 648.26	-
Temple City	No	LAR	\$ 670.47	\$ 670.47	\$ -	\$ 670.47	-
Unincorporated	No	LAR	\$ 2,946.12	\$ 2,946.12	\$ -	\$ 2,946.12	\$ 14,510.19
Unincorporated	No	SGR	\$ 4,968.38	\$ 4,968.38	\$ -	\$ 4,968.38	
Unincorporated	No	SGR - CC	\$ 6,595.70	\$ 6,595.70	\$ -	\$ 6,595.70	
Vernon	Yes	LAR	\$ 711.43	\$ 711.43	\$ -	\$ 711.43	-
Walnut	No	SGR	\$ 1,438.09	\$ 1,438.09	\$ -	\$ 1,438.09	-
West Covina	No	SGR	\$ 2,060.86	\$ 2,060.86	\$ -	\$ 2,060.86	-
Whittier	Yes	SGR	\$ 879.24	\$ 879.24	\$ -	\$ 879.24	\$ 6,214.04
Whittier	Yes	SGR - CC	\$ 5,334.80	\$ 5,334.80	\$ -	\$ 5,334.80	
LACFCD (5%) of Subtotal:	No	LAR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	\$ 6,620.03
LACFCD (5%) of Subtotal:	No	SGR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
LACFCD (5%) of Subtotal:	No	SGR - CC	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
Grand Total:	-	-	\$ 132,400.65	\$ 132,400.65	\$ -	\$ 132,400.65	-

Calculations based on an estimated monitoring cost of \$44,133.55 per monitoring station.

CITY COUNCIL

ITEM NO. 6.11



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Dina Lomeli, Contracted Assistant Planner II
Kristen Weger, Management Analyst III *KW*

DATE: June 28, 2018

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., to provide an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, increasing compensation under the original Agreement to \$10,660.00 from May 10, 2018 to May 9, 2019 (Project No. PL-JN-18-002-DD)

Background:

On May 10, 2018, the City Council approved a Professional Services Agreement ("Agreement") with PlaceWorks, Inc. ("Placeworks") in an amount not to exceed \$29,887.00 for an Initial Study/Negative Declaration or Mitigated Negative Declaration for a development project at 333 Hacienda Boulevard, Contract No. PL-JN-18-002-DD.

Amendment No. 1 to the Agreement allows for a traffic and circulation study to be performed in preparation of the Initial Study/Negative Declaration or Mitigated Negative Declaration project. The cost of the traffic and circulation study is \$10,660.00, and compensation under the Agreement must be increased accordingly.

Table 1 – Summary of Project Costs

Consultant	Costs
Professional Services Agreement with PlaceWorks, Inc.	\$29,887.00
Amendment No. 1 to Professional Services Agreement with PlaceWorks, Inc.	\$10,660.00
Total Costs	\$40,547.00

Fiscal Impact:

Appropriate \$10,660.00 to the General Fund – Planning – Professional Services (Account No. 100-521-5120.01) for the Professional Services Agreement with PlaceWorks, Inc.

The City will recover the costs of this contract through cost recovery agreements with developers.

Recommendation:

- 1.) Approve Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., amending the Scope of Services to include a traffic and circulation study, and increasing compensation under the Agreement by \$10,660.00 from May 10, 2018 to May 9, 2019; and
- 2.) Appropriate \$10,660.00 to the General Fund – Planning – Professional Services (Account No. 100-521-5120.01).

Exhibits:

- A. Amendment No. 1 to the Professional Services Agreement with Placeworks, Inc., dated June 28, 2018
 - B. Professional Services Agreement with PlaceWorks, Inc., dated May 10, 2018
-

TH/DL/KW:af

EXHIBIT A

Amendment No. 1 to the Professional Services Agreement with PlaceWorks, Inc., dated
June 28, 2018

[Attached]

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

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 28th day of June, 2018, (“Effective Date”) by and between the City of Industry, a California municipal corporation (“City”) and PlaceWorks, Inc., a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 10, 2018, the City, approved a Professional Services Agreement with PlaceWorks, Inc., to provide an initial study/negative declaration or mitigated negative declaration for a development project at 333 Hacienda Boulevard, Industry; and

WHEREAS, during the initial review of the initial study/negative declaration or mitigated negative declaration it was determined that a traffic study would be need to be prepared to complete the assessment;

WHEREAS, given the traffic study required for the initial study/negative declaration or mitigated negative declaration, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$10,660.00, and to include the traffic and circulation study in 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 4. Payment

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

This amount shall not exceed Forty Thousand Five Hundred Forty Seven Dollars (\$40,547.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

Task 3. The second sentence is hereby amended to read in its entirety as follows:

The environmental analysis in the IS/MND will be supported by technical studies provided by the applicant and peer reviewed by Consultant or by the analysis of our qualified staff, including a traffic and circulation study prepared by Consultant, which shall be incorporated into the IS/MND.

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

“CITY”

City of Industry

“CONSULTANT”

PlaceWorks, Inc.

By: _____
Troy Helling, Acting City Manager

By:  _____
Dwayne Mears, Principal

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

Professional Services Agreement with PlaceWorks, Inc., dated May 10, 2018

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of May 10, 2018 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and PlaceWorks, 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 May 9, 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 planning consultant 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 Twenty Nine Thousand Eight Hundred Eighty-Seven Dollars (\$29,887) 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: PlaceWorks, Inc.

3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Dwayne Mears, Principal

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"
PlaceWorks, Inc.

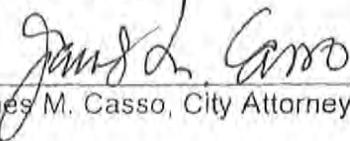
By: 
Troy Helling, Acting City Manager

By: 
Dwayne Mears, Principal

Attest:

By: 
Diane M. Schlichting, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A
SCOPE OF SERVICES

Consultant shall prepare an **Initial Study/ Negative Declaration or Mitigated Negative Declaration** ("IS/ND or MND"), and any related mitigation monitoring and reporting program ("MMRP") for the project located at 333 Hacienda Boulevard ("Project") (as detailed below). Consultant shall peer review the technical studies provided by the Project applicant and incorporate all mitigation measures identified for the Project into the IS/ND or MND. Consultant shall prepare responses to comments on the environmental document and attend all public hearings.

TASK 1. PROJECT INITIATION

Consultant will attend a kick-off meeting with the applicant's project team and City staff to discuss the project and the proposed scope of work. During the meeting, Consultant will identify data needs, project objectives, and document review protocol and ensure that deliverables are consistent with the overall project timeline.

Deliverable:

- Kick-off Meeting
- Tentative project schedule

TASK 2. PROJECT DESCRIPTION

With information from the kick-off meeting and application materials, Consultant will prepare a comprehensive project description that complies with the California Environmental Quality Act ("CEQA"), articulates the proposed development, lists all required discretionary approvals, describes any off-site improvements necessary to support the project, and includes any other pertinent project information. Because the project description is the foundation of the environmental document, Consultant will submit the draft project description to the City and the applicant for review prior to including it in the analysis.

Deliverable:

- Project Description

TASK 3. PREPARE FIRST AND SECOND SCREEN CHECK IS/MND AND MMRP

Consultant will prepare the first draft of the IS/MND for review by the City. The environmental analysis in the IS/MND will be supported by technical studies provided by the applicant and peer reviewed by Consultant or by the analysis of our qualified staff. All technical studies used as evidence in the analysis will be included as appendices or referenced from other adopted documents. We will work with City staff to include information important to the analysis and consistent with other, similar projects in the City. The first submittal will include all graphics and appendices and will be in both hard copy and electronic formats (Word document).

Consultant will coordinate all mitigation with the City to ensure that it is consistent with previous actions by the City and within the ability and jurisdiction of the City to implement. With the first draft of the IS/MND, a mitigation monitoring and reporting program (MMRP) consistent with Section 15097 of the CEQA Guidelines will be provided. The MMRP will

include all proposed mitigation measures, timing, and responsibility. Consultant will update the MMRP consistent with changes to the IS/MND during staff review.

Depending on the extent of staff comments, Consultant will either coordinate a conference call to review the documents or attend a meeting at the City to review them. To assist in staff review, a second screen check draft IS/MND will be prepared with all edits in track-change mode to demonstrate where changes have been made in response to comments on the first draft.

Deliverables:

- First and Second Screen Check IS/MND
- MMRP
- Distribution List

Peer Review

As part of Task 3, Consultant will peer review the documents provided by the applicant as part of the application to ensure they are adequate for use in the IS/MND. Any concerns about adequacy or missing items will be brought to the City's attention. Consultant will work with the City and applicant's consultant to resolve any issues, and Consultant will prepare any additional technical work, as directed by the City. Such additions to this scope will require augments to the budget. Studies in the application include:

- » Phase I and Phase II Environmental Assessments
- » Geotechnical Report
- » Exterior Noise Analysis
- » Hazardous Material Survey Report
- » Hydrology Studies, Water Quality Management Plan

Air Quality and Greenhouse Gas Emissions

Consultant will prepare an air quality and greenhouse gas emissions analysis to evaluate impacts of the proposed industrial project. The analysis will be prepared in accordance with the current methodology of the South Coast Air Quality Management District ("SCAQMD") for projects in the South Coast Air Basin (SoCAB). Emissions will be quantified using the latest version of SCAQMD's California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the IS/MND and modeling included as an appendix.

Noise and Vibration

Consultant will perform a peer review of the exterior noise analysis for its adequacy for use in the IS/MND. Any concerns will be identified. This reviewed noise analysis will serve as the basis for preparing the initial study's noise section.

SB 52/Tribal Consultation

SB 52 requires a consultation process with tribes that have previously identified themselves as having resources in the geographic area. The City has received such notifications from the Soboba Band of Luiseño Indians and Gabrieleño Band of Mission Indians – Kizh Nation. As required under SB 52, Consultant will prepare letters to these tribes identifying the site location, describing the project, and identifying the City's contact person.

Traffic and Circulation: Traffic Study

Consultant will evaluate the project's potential traffic impacts in the vicinity of the site. A traffic impact analysis will be prepared in conformance with the City of Industry's approved methodologies. The analysis will be prepared under the supervision of a licensed traffic engineer who has extensive experience with projects in the City.

Project Initiation and Scoping Agreement. Consultant will review the project information; conduct a site visit to review the site conditions; and review key documentation, including the City's General Plan Circulation Element and traffic impact studies recently prepared for projects in the vicinity of the site. A scoping agreement/memorandum of understanding for the traffic impact study will be prepared for City staff approval. The scoping agreement will include a trip generation estimate for the project, trip distribution, and a list of study area intersections to be evaluated, and it will identify ambient growth rate and scenarios to be evaluated. Due to the anticipated truck traffic with the project, trip generation estimates will be provided in passenger-car equivalence.

Inventory of Roadway and Intersection Conditions. Consultant staff will conduct a field inventory of up to three intersections to verify existing roadway parameters. Roadway parameters include traffic control devices, approach lanes, existing roadway lane configurations, storage lanes, signal phasing, speed limit, roadway classification, sidewalks, and bike lanes for the roadway segments in the vicinity of the project site. In addition, weekday AM and PM peak hour turn movement volumes will be collected at up to three intersections and two roadway segments.

Determine Cumulative Traffic Volumes. Consultant staff will consult with the City to include trips from up to 15 cumulative developments that could be operational at the time of project opening. Trip generation and trip distribution for the cumulative developments will be estimated for inclusion in the background traffic conditions at project opening year.

Evaluate Existing and Future Traffic Conditions. Consultant will use project trip generation and distribution estimates in combination with ambient growth and cumulative project assumptions to develop traffic volumes and levels of service (LOS) for the AM and PM peak hours at the study area intersections.

We will evaluate the following scenarios:

- » Existing
- » Existing With Project
- » Opening Year Without Project
- » Opening Year With Project

Potential impacts with the project will be evaluated according to methodology and thresholds of significance criteria approved by City Staff in the scoping agreement. Mitigation measures will be recommended if necessary. The report will take into consideration traffic activity from nearby uses such as local shopping plazas and business centers. The percentage of fair share for the project will be calculated at each impacted location where mitigation is needed.

Review Site Plan Access. Consultant will review site access driveways for sight distance and discuss safety of the egress and ingress at access driveways based on the adequacy of sight distance. It will also identify other potential site access issues, such as queuing at access driveways, turn restrictions, and internal circulation. If necessary, recommendations will be made to ensure that adequate access is provided.

Traffic Report. Consultant will document the results of the traffic impact analysis in a draft technical report that incorporates the findings and all supporting calculations. It will include a trip generation estimate, trip distribution, intersection study areas, ambient growth rate, and evaluations of existing and future traffic conditions. The draft report will be submitted for City review and approval. A final traffic report will be prepared to address comments from City staff.

TASK 4. PREPARE PROOF CHECK DRAFT IS/MND

Upon receipt of the City's and applicant's comments on the second screen check IS/MND submittal, Consultant will make revisions and resubmit the document as a proof check IS/MND. A proof check IS/MND is the final print copy of the IS/MND before printing. No major comments on the document are anticipated from City staff at this review.

Deliverable:

- Proof Check IS/MND

TASK 5. CIRCULATION OF DRAFT IS/MND AND MMRP

The proof check document with any revisions requested by City staff will serve as the Draft IS/MND and MMRP. Consultant will prepare electronic versions of CEQA document; City will print hard copies as needed. Consultant will prepare for City distribution ALL required CEQA notices for this project (Notice of Intent). The City will be responsible for newspaper notices.

Once the forms and distribution list are approved, Consultant will send the IS/MND and requisite forms to the State Clearinghouse, distribute the IS/MND to the contacts on the City's distribution list, and ensure that the appropriate notices are published and that the requirements of CEQA regarding distribution are met.

Deliverables:

- Draft IS/MND and MMRP
- Distribution to SCH and Agency Mailing List
- Notice of Intent to Adopt (M)ND

TASK 6. PREPARE RESPONSES TO COMMENTS

Upon receipt of written comments on the Draft IS/MND from the State Clearinghouse and other parties, Consultant will review the comments and format them so that each comment is assigned a unique letter/number combination. We will evaluate the extent of the comments and will review our approach to the responses with the City. Consultant will prepare a response for all comments that raise environmental issues and work with the applicant and the City to provide responses for comments that refer to the project or process. The response to comments will be prepared as a separate document in draft form for the City to review. Consultant will address any City comments and prepare a final document to be included as part of the record for the project.

Deliverable:

- Responses to Comments

TASK 7. MEETING ATTENDANCE AS NEEDED

In addition to the kick-off meeting, the Consultant will attend the following public meetings:

- » Planning Commission public hearings (one or more meetings, budget provided for two)
- » City Council public hearings (one or more meetings, budget provided for two)

EXHIBIT B
RATE SCHEDULE

PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195-\$335
Associate Principal	\$180-\$230
Senior Associate/Senior Scientist	\$150-\$230
Associate/Scientist	\$120-\$180
Project Planner/Project Scientist	\$95-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$160
Clerical/Word Processing	\$45-\$180
Intern	\$65-\$95

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.12



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

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

DATE: June 28, 2018

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

Background:

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

Through Metro's 2013 Call for Projects, the City secured \$9,447,781 in local Proposition C grant funds. In addition, the City secured \$10 million through the Federal Highway Administration's (FHWA) TIGER Discretionary Grant program. The grant funds amount to a combined 86 percent share in total Project costs. The remaining 14 percent share is to be funded from the Successor Agency in the amount of approximately \$3,059,630, which is designated in bond proceeds for listed items on the Recognized Obligation Payment Schedule (ROPS). The City is the recipient of the TIGER and Metro Call for Projects funds while the Successor Agency is providing the matching funds.

Discussion:

An amendment is necessary to transfer \$200,000 of Metro Call for Projects funds between Construction Support and Construction Capital phases in the Funding and Spending

Summaries of the Cooperative Agreement. This transfer of funds is needed to replenish Caltrans' contingency funds which were used to cover the expenses that Caltrans incurred due to the relocation of the Oak Trees. This relocation work was included in Contract Change Order #10 and cost approximately \$141,069. The additional \$58,931 of funds will be used to supplement the contingency fund to cover other unforeseen expenses for the remainder of the Project life. Because construction bids came in less than the estimate provided at the time the Cooperative Agreement was originally executed, this transfer is viable and enough funds will remain in the construction capital phase to fully cover construction costs. There is no change in the total amount of funds or Project costs.

This is the second time this item is being brought to the City Council. It was previously approved at the March 22nd meeting. Amendment No. 1 originally requested that \$2 million of TIGER funds be transferred between Construction Capital and Construction Support phases in the Funding and Spending Summaries of the Cooperative Agreement. However, Caltrans decided to withdraw their request to execute the Amendment because the process to de-obligate and re-obligate the Federal funding would take several months and being that the Project is nearing completion, it would not have been beneficial to shift the funds. Since the Project has been accelerated and is expected to finish early, Caltrans anticipated it would remain within the allocated budget for Construction Support costs and therefore the need to transfer the Federal funds for Support costs was no longer necessary.

Fiscal Impact:

The estimated total cost for this Project is \$22.5 million. The Cooperative Agreement established that Caltrans would advertise, award, and administer the Project for an estimated cost of \$21.3 million. Grant funds are available to cover an 84% share of total Project costs. The remaining 14% share is to be funded from the Successor Agency and is designated in bond proceeds on the ROPS.

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

Original Funding Summary

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

Amended Funding Summary

Source	Funding Partner	Fund Type	Construction Support	Construction Capital	Totals
Federal	City	TIGER	\$0	\$10,000,000	\$10,000,000
Local	Agency	Agency funds	\$0	\$1,855,000	\$1,855,000
Local	City	Metro CFP	\$4,800,000	\$4,648,000	\$9,448,000
Totals			\$4,800,000	\$16,303,000	\$21,303,000

Original Spending Summary

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

Amended Spending Summary

Fund Type	Construction Support		Construction Capital		Totals
	Caltrans	Agency	Caltrans	DFM Caltrans	
City TIGER	\$0	\$0	\$10,000,000	\$0	\$10,000,000
Agency funds	\$0	\$0	\$1,506,624	\$348,376	\$1,855,000
City Metro CFP	\$4,800,000	\$0	\$4,648,000	\$0	\$9,448,000
Totals	\$4,800,000	\$0	\$16,154,624	\$348,376	\$21,303,000

Recommendation:

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

Exhibits:

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

TH/JN/LC:jv

EXHIBIT A

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

[Attached]

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02
Agreement Amendment No. 01

Work Description

CONSTRUCTION OF IMPROVEMENTS TO THE SR 60/SR 57 CONFLUENCE AT GRAND AVENUE

Contact Information

CALTRANS

Syed Huq, Project Manager
100 South Main Street
Los Angeles, CA 90012
Office Phone: (213) 897-6926
Email: syed.huq@dot.ca.gov

SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY

Joshua Nelson, Agency Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jnelson@cc-eng.com

CITY OF INDUSTRY

Josh Nelson, City Engineer
15625 E. Stafford Street
City of Industry, CA 91744
Office Phone: (626) 333-2211
Email: jnelson@cc-eng.com

Table of Contents

AMENDMENT No. 01 1

FUNDING SUMMARY No. 02 1

 FUNDING TABLE 1

 SPENDING SUMMARY 2

 Invoicing and Payment 3

 CONSTRUCTION Support 3

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 Department Furnished Materials (DFM) 4

 Signatures 5

AMENDMENT NO. 01

FUNDING SUMMARY NO. 02

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary NO. 02.
2. Funding Summary No. 2 transferred \$200,000 of Metro Call for Project funds from Construction Support to Construction Capital.

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
FEDERAL	CITY	TIGER (100 %)	0	10,000,000	10,000,000
LOCAL	AGENCY	AGENCY funds	0	1,855,000	1,855,000
LOCAL	CITY	Metro Call for Projects	4,800,000	4,648,000	9,448,000
Totals			4,800,000	16,503,000	21,303,000

v 22					
<u>SPENDING SUMMARY</u>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	<u>CALTRANS</u>	AGENCY	<u>CALTRANS</u>	DFM CALTRANS	
CITY TIGER	0	0	10,000,000	0	10,000,000
AGENCY funds	0	0	1,506,624	348,376	1,855,000
CITY Metro Call for Projects	4,800,000	0	4,648,000	0	9,448,000
Totals	4,800,000	0	16,154,624	348,376	21,303,000

Invoicing and Payment

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

CONSTRUCTION Support

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

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

CONSTRUCTION Capital

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

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

Department Furnished Materials (DFM)

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

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

Signatures

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

Signatories may execute this Funding Summary through individual signature pages provided that each signature is an original. This Funding Summary is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

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

Carrie L. Bowen
District Director

Mark D. Radecki
Chairman

Date _____

Date _____

Paul T. Kwong
District Budget Manager

Attest:

Diane Schlichting
Agency Secretary

Darwin Salmos
HQ Accounting

CITY OF INDUSTRY

Mark D. Radecki
Mayor

Date _____

Attest:

Diane Schlichting
City Clerk

CITY COUNCIL

ITEM NO. 6.13



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

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

DATE: June 28, 2018

SUBJECT: Consideration of a First Amendment to Betterment Agreement for Installation of new ramps at Lemon Avenue and SR-60 by and between the City of Diamond Bar, the City of Industry and the Alameda Corridor-East Construction Authority of the San Gabriel Valley Council of Governments

Background:

Due to increased right-of-way costs, a previous funding shortfall, and schedule constraints, the Cities of Industry and Diamond Bar entered into a Betterment Agreement ("Betterment Agreement") with Alameda Corridor-East Construction Authority ("ACE") on August 22, 2016, to construct and manage the Lemon Avenue Project ("Project") as a construction contract change order to the ongoing Fairway Drive Grade Separation project. The Betterment Agreement defined the improvements to be constructed and the obligations of each city to reimburse ACE for construction and construction management costs totaling \$19 million. The scope of work for this project includes: construction of an eastbound on- and off-ramp; construction of a westbound on-ramp; and removal of the existing eastbound off- and hook on-ramps at Brea Canyon Road. The work was divided into two phases with the second phase scheduled to be constructed only if funds were made available.

Diamond Bar secured a total of \$9.57 million in funding for construction, which included \$7.46 million in Federal SAFETEA-LU funds that were de-federalized and repurposed through Metro in June 2016, and \$2.1 million in Metro Call for Projects Proposition C grant funds. Metro charges a 3% administrative fee to repurpose and de-federalize the SAFETEA-LU funds. ACE committed to reimburse the cities for this administrative fee. Industry was able to secure an additional \$5.3 million in Metro Measure M funds which helped fill the financial gap for the Project.

On October 2, 2012, Industry and Diamond Bar entered a Memorandum of Understanding ("MOU") defining the terms and conditions under which the Project's right-of-way (ROW)

activities are performed and financed. Due to the steep cash requirements for the construction of the Project and Diamond Bar's limited financial capabilities, the previously outlined arrangement of payments –Industry advancing Diamond Bar's portion of the invoices and then being fully repaid by Diamond Bar upon their receipt of grant reimbursements - detailed in the MOU for the ROW phase was not suitable for the construction phase of the Project. In addition, Metro was uncomfortable with this arrangement for payment of construction activities.

Industry and Diamond Bar met with Metro on July 19, 2017, to discuss project funding appropriation options. It was agreed that Industry and Diamond Bar would execute a Concurrence Letter addressed to Metro allowing Metro to transfer the project sponsorship from Diamond Bar to Industry. The letter guaranteed the transfer of the existing local funds that were originally awarded to Diamond Bar, to Industry. Being that both cities are parties in the Betterment Agreement with ACE, Metro decided this was the best option to assist the project in moving forward and avoid any lapsing of funds.

On December 6, 2017, the Industry and Diamond Bar entered into a Funding Agreement with Metro to transfer \$7.24 million in Proposition C 25% funds through the Federal Transportation Earmark Exchange Program, and \$2.1 million in Metro Call for Projects Proposition C 25% grant funds from Diamond Bar to Industry. All funds are subject to lapse on June 30, 2020.

On February 8, 2018, an amendment to the MOU was executed, which transferred secured grant funds from Diamond Bar to Industry so that Industry may pay all invoices submitted by ACE for construction and construction management portions of the Project.

Discussion:

An amendment is necessary to the Betterment Agreement to account for the transfer of secured grant funds, to reflect that funds have been identified to construct the second phase of the Project, and to reflect a modification to the obligations of Diamond Bar Industry. The project is currently under construction with completion expected by July 2018. On May 1, 2018, the SR-60 eastbound off-ramp and westbound on-ramp at Lemon Avenue were open to the public for use while the eastbound off-ramp at Brea Canyon Road was closed to allow for construction of an eastbound on-ramp at Lemon Avenue.

The First Amendment includes the following revisions:

- ACE will invoice Industry in adequate detail describing the work completed for the actual costs associated with construction.
- Industry will pay to ACE 100% of the betterment costs up to a not to exceed amount of \$20,416,000.
- Funds have been identified to make up the funding shortfall of \$2.52 million and as such, ACE will construct both phases of the betterment and invoice Industry for eligible related costs.

Fiscal Impact:

The total cost to complete the Project is currently estimated at \$22.09 million which includes \$18.2 million for construction by ACE, \$800,000 for construction management by ACE, \$376,000 for work performed under the AAA cooperative agreement, \$916,000 for current construction claims, \$500,000 allowance for contingency, and \$1.3 million for remaining utility relocation costs and ROW support.

The Successor Agency to the Industry Urban-Development Agency (“Agency”) will be providing a share of the project costs, estimated to be \$7,258,526, which will be paid using Agency bond proceeds. The City will be responsible for paying all project costs upfront and seeking reimbursement from Metro and the Agency.

Transferring Diamond Bar’s secured funds to Industry will ease the cash requirement for the Project since the grant funds work on a reimbursement basis. The amount of funds transferred is \$9,345,828 and includes:

- \$2,103,393 of Metro Call for Projects Prop C grant funds
- \$7,242,435 of repurposed earmark funds

The following table summarizes the breakdown of the funding sources for the Project:

Current Funding Sources	
Local Funds to be provided by Metro's exchange program	\$7,242,434.56
Metro Call for Projects	\$2,103,393.00
Measure M	\$5,300,000.00
Industry Successor Agency	\$7,258,526.00
	<hr/>
	\$21,904,353.56
3% metro admin fee for exchange (ACE to cover costs)	\$223,992.82
	<hr/>
Total Funds Available	\$22,128,346.38

Recommendation:

- 1) Staff recommends that the City Council approve and execute the First Amendment. Upon approval, this amendment will be forwarded to the City of Diamond Bar for execution.

Exhibits:

- A. First Amendment to the Betterment Agreement for Installation of New Ramps at Lemon Avenue and SR-60 by and between the City of Diamond Bar, the City of Industry and the Alameda Corridor-East Construction Authority of the San Gabriel Valley Council of Governments

EXHIBIT A

First Amendment to the Betterment Agreement for Installation of New Ramps at Lemon Avenue and SR-60 by and between the City of Diamond Bar, the City of Industry and the Alameda Corridor-East Construction Authority of the San Gabriel Valley Council of Governments

[Attached]

**FIRST AMENDMENT TO BETTERMENT AGREEMENT FOR
INSTALLATION OF NEW RAMPS AT LEMON AVENUE AND
STATE ROUTE 60 BY AND BETWEEN THE CITY OF DIAMOND
BAR, THE CITY OF INDUSTRY AND THE ALAMEDA CORRIDOR-
EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL
VALLEY COUNCIL OF GOVERNMENTS**

This First Amendment to Betterment Agreement ("First Amendment") is effective this _____ day of _____, 2018, by and between the CITY OF INDUSTRY, a municipal corporation ("INDUSTRY"), the CITY OF DIAMOND BAR, a municipal corporation ("DIAMOND BAR"), and the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS a California Joint Powers Authority ("SGVCOG"), in furtherance of the Alameda Corridor-East Construction Project . INDUSTRY, DIAMOND BAR and SGVCOG may each individually be referred to herein as "PARTY" and collectively as "PARTIES".

RECITALS

WHEREAS, INDUSTRY, DIAMOND BAR and the Alameda Corridor-East Construction Authority of the San Gabriel Valley Council of Governments ("ACE") entered into that certain Betterment Agreement dated August 22, 2016 ("Betterment Agreement"), wherein ACE agreed, in conjunction with ACE's construction of the Fairway Drive Grade Separation Project, to construct and provide construction management for the BETTERMENT, which as set forth in the Betterment Agreement, consists of new on and off ramps at Lemon Avenue and State Route 60; and

WHEREAS, the Betterment Agreement sets forth the relative obligations of INDUSTRY, DIAMOND BAR and ACE, including the work to be performed by ACE, in constructing the BETTERMENT and the cost obligations of INDUSTRY and DIAMOND BAR for such work; and

WHEREAS, due to the existence of a funding shortfall at the time, the Betterment Agreement divided the construction work into a Phase 1 and Phase 2, with Phase 2 to be constructed if funds were subsequently made available; and

WHEREAS, on December 19, 2017, SGVCOG formally adopted a Fourth Amended and Restated Joint Powers Agreement and Ninth Amended and Restated Bylaws which eliminated ACE as a separate administrative entity of the SGVCOG and fully integrated ACE into the operations of the SGVCOG; and

WHEREAS, pursuant to Section 27 of the Fourth Amended and Restated Joint Powers Agreement, SGVCOG assumed all responsibilities of ACE and pursuant to Article IV, Section D of the Ninth Amended and Restated Bylaws SGVCOG created a Capital Projects and Construction Committee to oversee the remainder of the Alameda Corridor-East Construction Project; and

WHEREAS, SGVCOG therefore assumed by operation of law all duties and responsibilities of ACE under the Betterment Agreement; and

WHEREAS, INDUSTRY and DIAMOND BAR entered into a First Amendment to the

Memorandum of Understanding for the Lemon Avenue Partial Diamond Interchange Project (“MOU Amendment”), wherein, in pertinent part, DIAMOND BAR transferred BETTERMENT sponsorship and funds to INDUSTRY, and INDUSTRY agreed to process, review and pay invoices from the State of California (“Caltrans”) and ACE for work related to BETTERMENT right of way acquisition, construction and construction management; and

WHEREAS, the PARTIES desire to amend the Betterment Agreement to reflect that funds have been identified to construct Phase 2 and to reflect the modification to the obligations of INDUSTRY and DIAMOND BAR as set out in the MOU Amendment, to the extent they pertain to the Betterment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the PARTIES hereby agree as follows:

1. Defined Terms/Exhibits. Unless otherwise defined, all capitalized terms used herein shall have the meanings set forth for such terms in the Betterment Agreement and any referenced exhibit herein shall refer to the exhibit attached to the Betterment Agreement.
2. All references to “ACE” as an organization or entity in the Betterment Agreement shall be deemed to be references to “SGVCOG” for purposes of this First Amendment and any future amendments.

3. SECTION I, subsection 7 of the Betterment Agreement, is deleted in its entirety and replaced with the following:

“7. To invoice INDUSTRY in adequate detail describing the work completed for the actual costs associated with construction of the BETTERMENT as shown in Exhibit A.”

4. SECTION II, subsection 4 of the Betterment Agreement, is deleted in its entirety and replaced with the following:

“INDUSTRY shall pay to SGVCOG One Hundred Percent (100%) of the BETTERMENT environmental documentation, construction, construction management and administration costs up to a not to exceed amount of \$20,416,000 as shown in Exhibit A. This not to exceed amount may be adjusted to account for changes in the scope of work due to change orders during the BETTERMENT construction if prior to such change in scope of work the PARTIES mutually agree in writing to the change in scope of work and the cost thereof. SGVCOG costs shall be calculated based on the Caltrans-approved indirect cost rate applied to direct expenses. INDUSTRY will make all necessary efforts to pay properly documented SGVCOG invoices within 30 days of receipt of such invoices.”

5. SECTION III, subsection 2 of the Betterment Agreement, is deleted in its entirety and replaced with the following:

“SGVCOG shall construct both Phase 1 and Phase 2 of the BETTERMENT and invoice INDUSTRY for eligible costs related thereto in accordance with Section I, subsection 7.”

6. SECTION III, subsection 13 of the Betterment Agreement, is amended to modify the

addresses as follows:

“To INDUSTRY: City of Industry
15625 E. Stafford Street
City of Industry, CA 91744
Attention: City Manager

“To DIAMOND BAR: City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Attention: Daniel Fox, City Manager”

7. Integration. This First Amendment integrates all of the terms and conditions mentioned herein, and supersedes all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Betterment Agreement and except as specifically amended hereby, the Betterment Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Betterment Agreement, the terms and provisions of this First Amendment shall control.
6. This First Amendment may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same First Amendment. Electronic signatures are permitted.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their respective officers as of the date first written above.

CITY OF DIAMOND BAR

SGVCOG

Ruth M. Low, Mayor

Chief Engineer

ATTEST:

ATTEST:

Tommye Cribbins, City Clerk

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David DeBerry, City Attorney

ACE General Counsel

CITY OF INDUSTRY

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

APPROVED AS TO FORM:

James M. Casso, City Attorney

Exhibit A
Revised with the First Amendment

The INDUSTRY and DIAMOND BAR requested improvements (BETTERMENT) consist of the construction of new on and off ramps from State Route 60 to Lemon Avenue as put forth in Caltrans Permit No. 716.AOP.1261 and all the plans and specifications associated with said permit.

The estimated cost for construction of these improvements including all required construction oversight is:

Phase 1: Construction of the westbound on ramp and eastbound off ramp including all required signalization, striping and signage - \$14,250,000.

Phase 2: Construction of the eastbound on ramp including all required signalization, striping and signage and associated improvements and ramp removals at Brea Canyon Road - \$4,750,000.

All amounts to be billed and paid will be based on actual costs. SGVCOG shall not exceed the costs shown above without the written consent of INDUSTRY and DIAMOND BAR.

Additional estimated costs associated with the project include:

Due to Caltrans:

Remaining Utility Costs - \$1,300,000

Caltrans AAA Oversight Engineering - \$376,000

Due to SGVCOG:

Current Construction Claims - \$916,000

Allowance for Contingency - \$500,000

Estimated total project cost is \$22,092,000.

SR 60 Freeway Interchange at Lemon Ave. Available Funding

Local Funds provided by Metro's Exchange program (Transferred to Industry by Diamond Bar)	\$ 7,242,435
Metro Call for Projects (Transferred to Industry by Diamond Bar)	\$ 2,103,393
Early Allocation of Measure M granted to Industry	\$ 5,300,000
Industry Successor Agency Bond Proceeds	\$ 7,258,526
Metro Admin fee for exchange covered by SGVCOG	\$ 223,992
Total Available Funding	\$ 22,128,346

CITY COUNCIL

ITEM NO. 6.14



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *kw*

DATE: June 28, 2018

SUBJECT: Consideration of Amendment No. 2 to the Professional Services Agreement with Annealta Group, to provide Staff Augmentation Planning Services, increasing compensation under the original Agreement to \$2,100,000 from December 8, 2016 to December 8, 2019

On September 8, 2016, the City released a Request for Qualifications ("RFQ") for a Planning Services Bench. The RFQ was posted in the City's PlanetBids™ vendor portal and an email notification was sent out to all registered vendors. The appropriate trade journals were notified and included Bid America, Southern California Builders Association, Construction Bidboard and Dodge Data & Analytics on September 7, 2016. The RFQ was advertised on Thursday, September 8, 2016 and Thursday, September 15, 2016 in the San Gabriel Valley Tribune.

The Statement of Qualifications ("SOQ") were received up until October 13, 2016 at 1:00 pm. Prior to the deadline, forty-nine prospective bidders viewed the RFQ. The City received thirteen (13) proposals. Based on the results of the interview process and rankings, City staff recommended to City Council that Annealta Group be awarded a Professional Services Agreement to perform staff augmentation services.

On December 8, 2016, City Council awarded a Professional Services Agreement to Annealta Group for planning staff augmentation services in an amount not to exceed \$834,600 from December 8, 2016 through December 8, 2019.

On April 12, 2018, City Council approved Amendment No. 1 to the Professional Services Agreement with Annealta Group to increase compensation due to the increased staffing requirements needed to operate the one stop shop for planning and building and safety, including counter and engineering support, plan check and inspection services for development projects in an amount not to exceed \$1,392,147.

Amendment No. 2 to the Professional Services Agreement with Annealta increases the compensation to continue with the one stop shop model to provide for planning and building and safety, including counter and engineering support, plan check, and

inspection services for development projects in an amount not to exceed \$3,492,147 through December 8, 2019. The Amendment also provides for a cost of living increase in the amount of 2.5 percent.

Table 1 – Summary of Consulting Costs

	Costs
Professional Services Agreement with Annealta Group	\$834,600
Amendment No. 1 to the Professional Services Agreement	\$557,547
Amendment No. 2 to the Professional Services Agreement	\$2,100,000
Total	\$3,492,147

Fiscal Impact

An appropriation of \$1,400,000 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for fiscal year 2018-2019 is being requested at this time. The fiscal year 2019-2020 appropriation of \$700,000 will be requested as part of the budget in June 2019.

Recommendation

- 1.) Approve Amendment No. 2 to the Professional Services Agreement with Annealta Group, increasing compensation under the original Agreement by \$2,100,000 from December 8, 2016 to December 8, 2019; and
- 2.) Approve an appropriation of \$1,400,000 to the General Fund – Planning – Professional Services (account no. 100-521-5120-01) for fiscal year 2018-2019.

Exhibits

- A. Amendment No. 2 to the Professional Services Agreement with Annealta Group dated June 28, 2018
- B. Amendment No. 1 to the Professional Services Agreement with Annealta Group dated April 12, 2018
- C. Professional Services Agreement with Annealta Group dated December 8, 2016

TH/KW

EXHIBIT A

Amendment No. 2 to the Professional Services Agreement with Annealta Group dated
June 28, 2018

[Attached]

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES
WITH ANNEALTA GROUP**

This Amendment No. 2 to the Agreement for Consulting Services ("Agreement"), is made and entered into this 28th day of June, 2018, ("Effective Date") by and between the City of Industry, a municipal corporation ("City") and Annealta Group, ("Consultant"), a California corporation. The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about December 8, 2016, the Agreement was entered into and executed between the City and Consultant to provide planning staff augmentation services; and

WHEREAS, on or about April 12, 2018, Amendment No. 1 to the Agreement was entered into and executed between the City and Consultant due to the increased staffing requirements needed to operate the one stop shop for planning and building and safety, including counter and engineering support, plan check, and inspection services for development projects; and

WHEREAS, given the City's desire to continue with the one stop shop model, the Parties desire to amend the Agreement to increase compensation for planning and building and safety including counter and engineering support, plan check, and inspection services for development projects, related to the One Stop Shop; and

WHEREAS, given the additional work, and the Rate Schedule adjustment based on the Consumer Price Index, the Parties desire to amend the Agreement to increase the compensation by \$2,100,000.00; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, 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 5. Payment

The second sentence of Section 5(a) is hereby amended to read in its entirety as follows:

- (a) This amount shall not exceed Three Million Four Hundred Ninety Two Thousand One Hundred Forty Seven Dollars (\$3,492,147.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit B Rate Schedule

The Rate Schedule shall be adjusted at the beginning of each fiscal year, commencing July 1, 2018, pursuant to the Consumer Price Index Published by the U.S. Department of Labor,

Bureau of Labor Statistics as of December of the prior calendar year for the Los Angeles-Long-Beach-Anaheim Metropolitan Statistical Area average, all items, not seasonally adjusted, rounded up to the nearest five dollars (\$5.00) per hour, however, such adjustment shall be no less than 2.4% per year.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

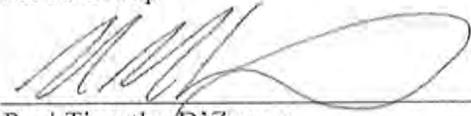
“CITY”

City of Industry

By: _____
Mark D. Radecki, Mayor

“CONSULTANTS”

Annealta Group

By: 
Paul Timothy D'Zmura,
President & CEO

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

Amendment No. 1 to the Professional Services Agreement with Annealta Group dated
April 12, 2018

[Attached]

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES
WITH ANNEALTA GROUP**

This Amendment No. 1 to the Agreement for Consulting Services (“Agreement”), is made and entered into this 12th day of April, 2018, (“Effective Date”) by and between the City of Industry, a municipal corporation (“City”) and Annealta Group, (“Consultant”), a California corporation. The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about December 8, 2016, the Agreement was entered into and executed between the City and Consultant to provide planning staff augmentation services; and

WHEREAS, the Parties to desire to amend the Agreement to increase compensation due to the increased staffing requirements needed to operate the one stop shop for planning and building and safety including counter and engineering support, plan check, and inspection services for development projects; and

WHEREAS, given the additional work, the Parties desire to amend the Agreement to increase the compensation of the Agreement by \$557,547.00; 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 4. Payment

The second sentence of Section 5(a) is hereby amended to read in its entirety as follows:

- (a) This amount shall not exceed One Million Three Hundred Ninety-Two Thousand One Hundred Forty-Seven Dollars (\$1,392,147.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

Exhibit A Scope of Services

The Scope of Services shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

Exhibit B Rate Schedule

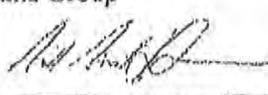
The Rate Schedule shall be replaced in its entirety with the information set forth in Attachment 2, attached hereto and incorporated herein by reference.

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

"CITY"
City of Industry

By: 
Mark D. Radecki, Mayor

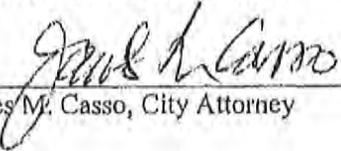
"CONSULTANTS"
Annealta Group

By: 
Paul Timothy D'Zmura,
President & CEO

Attest:

By: 
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: 
James M. Casso, City Attorney

Attachment 1

Consultant shall provide planning and building & safety staff augmentation services to include, but not limited to:

- A. Processing administrative and discretionary land use entitlement applications;
- B. Supporting the Planning Commission;
- C. Overseeing the preparation of Planning Commission agendas;
- D. Preparing and presenting Planning Commission and City Council staff reports;
- E. Providing support for the City's various legislative bodies;
- F. Preparing public notices, as required;
- G. Providing assistance at the Planning Department's public counter, as needed;
- H. Directing and training administrative support staff in performing various municipal planning functions;
- I. Preparing California Environmental Quality Act ("CEQA") documentation for projects, as applicable;
- J. Coordinating any advance planning work being performed by other planning consultants;
- K. Representing the City at meetings of regional planning agencies, such as Southern California Association of Governments ("SCAG") and the San Gabriel Valley Council of Governments, as necessary;
- L. Preparing ordinances and otherwise maintaining and updating the Municipal Code, as necessary;
- M. Providing assistance at the Building Department's public counter, as needed;
- N. Providing building plan check intake;
- O. Providing building plan review services in accordance with City adopted codes and standards;
- P. Performing building inspections in accordance with City adopted codes and standards;
- Q. Providing miscellaneous engineering services as assigned by City staff and the City Engineer; and
- R. Performing other related duties, as assigned by City staff.

Attachment 2

Classification	Rate
Project/Planning Manager	\$135
Senior Planner.....	125
Associate Planner II	110
Associate Planner I	100
Assistant Planner III	90
Assistant Planner II	85
Assistant Planner I	80
Planning Technician II.....	75
Planning Technician I	70
Principal.....	165
Senior Project Manager	140
Project Manager	130
Assistant Project Manager	120
Senior Construction Manager	130
Construction Manager	120
Assistant Construction Manager	110
Senior Construction Inspector.....	125
Construction Inspector III	115
Construction Inspector II	105
Construction Inspector I	95
Resident Engineer.....	130
Plan Check Engineer III	145
Plan Check Engineer II	140
Plan Check Engineer I	115
Senior Engineer	120
Associate Engineer	110
Assistant Engineer	95
Engineering Technician II.....	90
Engineering Technician I.....	80
Building Official.....	140
Deputy Building Official	125
Building Inspector III.....	110
Building Inspector II.....	100
Building Inspector I.....	90
Plan Checker III.....	115
Plan Checker II.....	105
Plan Checker I.....	95
Development Technician II.....	90
Development Technician I.....	80
Administrative Support III	60
Administrative Support II	50
Administrative Support I	40

EXHIBIT C

Professional Services Agreement with Annealta Group dated December 8, 2016

[Attached]

CITY OF INDUSTRY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 8, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and Annealta Group, 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 December 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 planning 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 Eight Hundred Thirty Four Thousand Six Hundred Dollars (\$834,600.00) 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:

Paul Timothy D'Zmura, President /CEO
Annealta Group
6471 Glenfox Drive
Huntington Beach, CA 92647

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

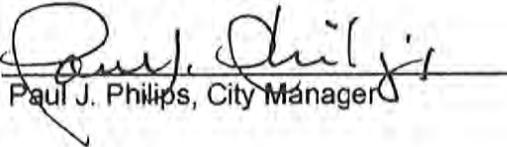
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

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

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

"CITY"
City of Industry

"CONSULTANT"
Annealta Group

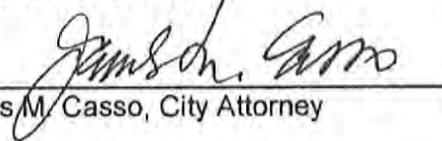
By: 
Paul J. Philips, City Manager

By: 
Paul Timothy D'Zmura, President/CEO

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 provide planning staff augmentation services to include, but not limited to:

- A. Processing administrative and discretionary land use entitlement applications;
- B. Supporting the Planning Commission;
- C. Overseeing the preparation of Planning Commission agendas;
- D. Preparing and presenting Planning Commission and City Council staff reports;
- E. Providing support for the City's various legislative bodies;
- F. Preparing public notices, as required;
- G. Providing assistance at the Planning Department's public counter, as needed;
- H. Directing and training administrative support staff in performing various municipal planning functions;
- I. Preparing California Environmental Quality Act ("CEQA") documentation for projects, as applicable;
- J. Coordinating any advance planning work being performed by other planning consultants;
- K. Representing the City at meetings of regional planning agencies, such as Southern California Association of Governments ("SCAG") and the San Gabriel Valley Council of Governments, as necessary;
- L. Preparing ordinances and otherwise maintaining and updating the Municipal Code, as necessary; and
- M. Performing other related duties, as assigned by City staff.

EXHIBIT B

RATE SCHEDULE

Classification	Hourly Rate
Project/Planning Manager	\$140
Senior Planner.....	130
Associate Planner II	115
Associate Planner I	105
Assistant Planner III	95
Assistant Planner II	90
Assistant Planner I	85
Planning Technician II	80
Planning Technician I.....	75

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY COUNCIL

ITEM NO. 6.15



CITY OF INDUSTRY

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: Troy Helling, Acting City Manager *TH*

STAFF: Kristen Weger, Management Analyst III *KW*

DATE: June 28, 2018

SUBJECT: Consideration of Amendment No. 2 to the Property and Casualty Claims Administration Services Agreement with Keenan and Associates from July 1, 2018 to June 30, 2019

Background:

On July 1, 2016, the City entered into a Property and Casualty Claims Administration Services Agreement ("Agreement") with Keenan and Associates ("Keenan") for administrative, adjustment and investigative services. Claims that are covered as part of the Agreement include accidents, incidents and claims reported. The Agreement is for a period of three years, ending on June 30, 2019.

On July 27, 2017, the City Council approved Amendment No. 1 to the Agreement, amending the Agreement to approve the compensation rates for the period of July 1, 2017 to June 30, 2018.

Amendment No. 2 to the Property and Casualty Claims Administration Services Agreement with Keenan amends the Agreement to approve the compensation rates for the period July 1, 2018 to June 30, 2019. The compensation rates have not increased from the prior fiscal year.

Fiscal Impact:

The Fiscal Year 2018-2019 adopted budget included an appropriation for property and casualty claims administration services under General Fund – Central Services – General Insurance and Bonding (account no. 100-507-5815).

Recommendation:

- 1.) Staff recommends that the City Council approve the Amendment No. 2 and authorize the City Manager to execute the Amendment.

Exhibits:

- A. Amendment No. 2 to the Property and Casualty Claims Administration Services Agreement dated June 28, 2018
 - B. Amendment No. 1 to the Property and Casualty Claims Administration Services Agreement dated July 27, 2017
 - C. Property and Casualty Claims Administration Services Agreement dated July 1, 2016
-

TH/KW:af

EXHIBIT A

Amendment No. 2 to the Property and Casualty Claims Administration Services
Agreement dated June 28, 2018

[Attached]

**AMENDMENT NO. 2
TO PROPERTY AND CASUALTY CLAIMS
ADMINISTRATION SERVICES AGREEMENT**

This Amendment No. 2 to the Property and Casualty Claims Administration Services Agreement (“Agreement”), is made and entered into this 28th day of July, 2018, by and between the City of Industry, a California municipal corporation (“City”) and Keenan & Associates, a California corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about July 1, 2016, the Agreement was entered into and executed between the City and Contractor to allow Contractor to serve as the City’s property and casualty claims administrator, for the period of July 1, 2016, through June 30, 2019; and

WHEREAS, on or about July 27, 2017, the Amendment No. 1 to the Agreement was entered into and executed between the City and Contractor to approve the compensation rates of the Agreement for the period July 1, 2017 to June 30, 2018; and

WHEREAS, the City and Contractor desire to amend the Agreement to approve the compensation rates of the Agreement for the period July 1, 2018 to June 30, 2019; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 2, 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:

Exhibit B Compensation

Section 1 of Exhibit B shall be revised to read in its entirety as set forth in Attachment 1, attached hereto, and incorporated herein by reference.

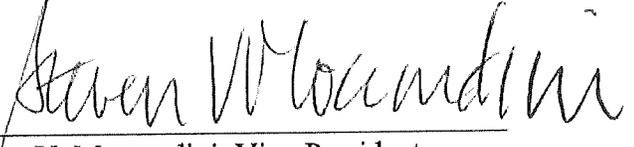
(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

"CITY"
City of Industry

By: _____
Troy Helling, Acting City Manager

"CONTRACTOR"

By: 
Steven V. Moccardini, Vice-President

Attest:

By: _____
Diane M. Schlichting, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

ATTACHMENT 1

EXHIBIT B
COMPENSATION

Hourly Rate	\$110.00/ hour
Mileage	\$.60/mile
Pages/Stenographic	\$7.00/page
Photographs	\$3.00/each
Set up fee	1 hour Service Rate above
Digital R/S Transfer	\$15.00/file
Data Processing	At no additional charge
1099 Preparation	At no additional charge
Index/OFAC	At no additional charge
CMS Reporting	At no additional charge
Translator Fee	At cost
Miscellaneous	At cost

EXHIBIT B

Amendment No. 1 to the Property and Casualty Claims Administration Services
Agreement dated July 27, 2017

[Attached]

**AMENDMENT NO. 1
TO PROPERTY AND CASUALTY CLAIMS
ADMINISTRATION SERVICES AGREEMENT**

This Amendment No. 1 to the Property and Casualty Claims Administration Services Agreement ("Agreement"), is made and entered into this 27th day of July, 2017, by and between the City of Industry, a California municipal corporation ("City") and Keenan & Associates, a California corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about July 1, 2016, the Agreement was entered into and executed between the City and Contractor to allow Contractor to serve as the City's property and casualty claims administrator; and

WHEREAS, the City and Contractor desire to amend the Agreement to approve the compensation rates of the Agreement for the period July 1, 2017 to June 30, 2018; and

WHEREAS, for the reasons set forth herein, the City and Contractor 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:

Exhibit B Compensation

The Compensation shall be amended to include the information set forth in Attachment 1, attached hereto and incorporated herein by reference.

(SIGNATURES ON FOLLOWING PAGE)

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

"CITY"

City of Industry

By: Paul J. Philips
Paul J. Philips, City Manager

"CONTRACTOR"

By: Steven V. Moccardini
Steven V. Moccardini, Vice-President

Attest:

By: Diane M. Schlichting
Diane M. Schlichting, Chief Deputy City Clerk

APPROVED AS TO FORM

By: Matthew Gorman
~~James W. Gorman, City Attorney~~
Matthew Gorman, Deputy City Attorney

EXHIBIT C

Property and Casualty Claims Administration Services Agreement
dated July 1, 2016

[Attached]

**PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Claims Administration Services Agreement** (“Agreement”) is made and entered into by and between **City of Industry** (“Client”) and **Keenan & Associates** (“Keenan”), as of **July 1, 2016** (“Effective Date”). Client and Keenan are also referred to individually as a “party” and collectively as the “parties.”

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from **July 1, 2016** through **June 30, 2019** (“Term”) unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services	<input checked="" type="checkbox"/>
Exhibit A-2 – Adjustment Services	<input checked="" type="checkbox"/>
Exhibit A-3 – Investigative Services	<input checked="" type="checkbox"/>
Exhibit A-4 – Additional Investigative Services	<input checked="" type="checkbox"/>

B. The Claims that are covered by this Agreement include all those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the “Coverage”) provided by the Memorandum of Coverage issued by **Municipal Insurance Cooperative**. As of the effective date of this Agreement, Keenan shall also assume responsibility for any newly reported claims and then-currently open claims covered or potentially covered under the following policies: California Excess Municipal Liability Program #SPP1011335 04 and Fireman’s Fund Insurance Company #MXX80964171.

C. All claims described in Section B above shall be referred to hereafter as “Claims.”

C. Keenan shall perform its obligations hereunder as an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage.

D. Keenan’s services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement. Except for

Keenan's responsibilities with respect to funds obtained from or held on behalf of Client, Keenan shall not be a fiduciary of Client.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.

B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.

C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

D. If a trust account is opened by Keenan on behalf of the Client, Client hereby agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount sufficient to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client if there are any deficiencies in the minimum balance of the trust account when Claims exceed the account balance. All deficiencies in the minimum balances in the trust account are due and payable upon receipt of notice from Keenan. Client hereby agrees to provide funds to sufficiently fund the trust account in a timely manner. Keenan shall not, under any circumstances or occurrences, be responsible for funding any deficiencies in the trust account; nor, shall it be responsible for the payment of any appropriate and properly submitted Claims.

E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- B. General Liability: Coverage (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- C. Errors and Omissions: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- D. Cyber Liability/Privacy: Coverage with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or

consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

- iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.
 - v. Either party shall have the right to terminate at any time without cause or penalty upon sixty (60) days prior written notice to the other party.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.
- C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES**

- A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.
- B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **SOLICITATION OF EMPLOYEES**

During the Term and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations of advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

- A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with

Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

- B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.
- C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

14. GENERAL

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or

unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan & Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department
Fax: (310) 533-0573

- I. This Agreement may be executed in counterparts and by fax signatures.

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- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

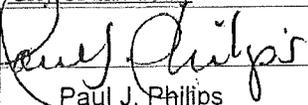
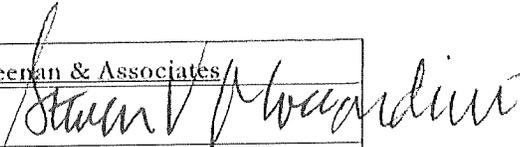
City of Industry		Keenan & Associates	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Paul J. Philips	<u>By:</u>	Steven V. Moccardini
<u>Title:</u>	City Manager	<u>Title:</u>	Vice President
<u>Address:</u>	15625 E. Stafford St., #100	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
	City of Industry, CA 91744		Torrance, CA 90501
<u>Telephone:</u>	626-333-2211	<u>Telephone:</u>	(310) 212-0363 ext. 2624
<u>Attention:</u>	Alex Gonzalez/Susan Paragas	<u>Attention:</u>	Leslie Deloizer
<u>E-mail:</u>	alex@cityofindustry.org sparagas@cityofindustry.org	<u>E-mail:</u>	ldeloizer@keenand.com

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
 - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
 - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
 - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

- I. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
 - A. The maintenance of a file on each Claim reported to Keenan.
 - B. Periodic review and adjustment of reserves on all open Claims.
 - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
 - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
 - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
 - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the "Memorandum of Coverage" or "Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
 - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
 - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
 - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
 - A. Receipt and examination of all reports of Claims.
 - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
 - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
 - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
 - A. Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

EXHIBIT A-5
SECTION 111 REPORTING SERVICES

1. Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“Section 111”) requires the reporting of certain liability settlements and/or payments to the Center for Medicare Services (“CMS”). Client is the Responsible Reporting Entity (“RRE”), as defined under Section 111, for any liability payment or settlement made by it from its own funds.

For each claim managed by Keenan under the Agreement, Keenan shall, in its capacity as TPA, perform the following services:

- a. Determine whether or not a Section 111 report (“Report”) must be filed; and
 - b. File any required Reports on behalf of Client.
2. When a claim payment or settlement exceeds Client’s retained limit or deductible (“MRL/Deductible”), Keenan, as Client’s TPA, shall file a Report with respect to the portion of the payment made from the client’s MRL/Deductible. The coverage provider, **Municipal Insurance Cooperative**, is responsible for submitting a Report with respect to any payments made by the coverage provider.
 3. It is the Client’s responsibility to timely provide Keenan with all information in its possession that is required for the filing of a 111 Report. Keenan shall not be responsible for any penalty or fine that is assessed for a failure to file a timely, accurate and/or complete Report if such failure was the result of the failure of the Client or any third party to provide Keenan with all information necessary to file a timely, accurate, and complete Report.
 4. Keenan cannot issue a payment to a claimant until all information required for the filing of a Report has been received.
 5. Keenan shall have no responsibility to file a Report for any payment or settlement made by Client without the involvement of Keenan. In such cases, Client, or its designee, shall be solely responsible for its own Section 111 compliance. This includes, without limitation, the determination of whether or not a Report must be submitted, as well as the preparation and submission of all required Reports.

**EXHIBIT B
COMPENSATION**

1. Client agrees to pay Keenan fees calculated as follows:

For the period of July 1, 2016-June 30, 2017:

Hourly Rate	\$110.00/hour
Mileage	\$.60/mile
Pages/Stenographic	\$7.00/page
Photographs	\$3.00/each
Set up fee	1 hour Service Rate above
Digital R/S Transfer	\$15.00/file
Data Processing	At no additional charge
1099 Preparation	At no additional charge
Index/OFAC	At no additional charge
CMS Reporting	At no additional charge
Translator Fee	At cost
Miscellaneous	At cost

2. Fees for subsequent contract years, as applicable, will be determined based upon Keenan's then-current hourly rate. Keenan shall provide Client notice of the rates for subsequent years at least sixty (60) days before the beginning of the applicable contract year.
3. Keenan shall be reimbursed for the Allocated Expenses as defined below. Keenan shall order such services only after obtaining prior written authorization from Client, except that such authorization may be given orally where such services are urgently required.
4. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan shall have the right to suspend its Services if any balance owed by Client is more than sixty (60) days late.

Allocated Expenses: All reasonable and supportive extraordinary services where expert and professional assistance is required, such as professional photography, independent medical examinations, professional engineering services, investigative services and laboratory services.

CITY COUNCIL

ITEM NO. 11.1

RESOLUTION NO. CC 2018-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY AND THE CITY FOR 15660 STAFFORD STREET, CITY OF INDUSTRY AND NOTICE OF EXEMPTION REGARDING SAME

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos* (“*Matosantos*”), finding Assembly Bill X1 26 (the “Dissolution Act”) largely constitutional; and

WHEREAS, under the Dissolution Act and the California Supreme Court’s decision in *Matosantos*, all California redevelopment agencies, including the Industry Urban-Development Agency of the City of Industry (“Agency”), were dissolved on February 1, 2012, and successor agencies, including the Agency, were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on September 22, 2011, the City Council of the City of Industry (the “City”) adopted Resolution No. 2011-20 accepting for the City the role of Successor Agency, in accordance with the provisions of Health & Safety Code Section 34177(j); and

WHEREAS, under the provisions of Health & Safety Code Section 34191.4, once the Department of Finance (“Department”) issues a finding of completion, successor agencies are provided with additional authority to carry out the wind down process; and

WHEREAS, in accordance with Health & Safety Code Section 34191.5, after the issuance of a finding of completion, successor agencies are required to prepare a Long Range Property Management Plan (“LRPMP”), which must identify all Agency-owned real property, and address the disposition and use of the real properties; and

WHEREAS, the Agency received its Finding of Completion from the Department on April 26, 2013; and

WHEREAS, the LRPMP was submitted to the Department, and was approved by the Department on February 21, 2014; and

WHEREAS, upon approval of the LRPMP by the Department, all Agency property was transferred to the Agency’s Community Redevelopment Property Trust Fund; and

WHEREAS, the Agency owns certain property located at 15660 Stafford Street, City of Industry, California (Property #49); and

WHEREAS, pursuant to the provisions of the LRPMP, the Agency desires to sell the Property at its highest and best use, maximizing its value, in furtherance of the economic goals and as provided for in the City’s General Plan; and

WHEREAS, the Agency desires to sell the Property to the City, pursuant to a Purchase and Sale Agreement (the “Agreement”), attached hereto as Exhibit A, and incorporated herein by reference. The purchase price is \$XXXXXX, which represents an amount equal to or greater than the current fair market value of the Property, as determined by an appraisal performed by John P. Laurain, MAI, ASA of R.P. Laurain & Associates, Inc.; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the City Council has duly considered all terms and conditions of the proposed Agreement and believes that the redevelopment of the Property in accordance therewith is in the best interests of the City and the health, safety and welfare of its residents, maximizes value, is consistent with the provisions of the LRPMP, and is consistent with the public purposes and provisions of applicable state and local laws and requirements.

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

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

SECTION 2. All necessary public hearings 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. The purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Based on these findings, the City Council adopts the Notice of Exemption and direct staff to file same as required by law and affirm their respective approval of the purchase and sale of the Property.

SECTION 4. The City Council hereby approves the Purchase and Sale Agreement, attached hereto as Exhibit A.

SECTION 5. Prior to close of escrow, the City shall comply with the provisions of Government Code Section 65402.

SECTION 6. The City Council hereby directs staff to comply with all applicable statutes regarding the distribution of the sales proceeds to the Los Angeles County Auditor-Controller for distribution to the taxing entities.

SECTION 6. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in this Resolution.

SECTION 7. 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 8. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the respective book of original resolutions.

SECTION 9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of June 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
15660 Stafford Street, City of Industry**

THIS PURCHASE AGREEMENT for the property located at 15660 STAFFORD STREET, CITY OF INDUSTRY, CA (this "Agreement"), dated as of June __, 2018 (the "Effective Date") is entered into by and between the SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY, a public body corporate and politic, (the "Agency" or "Seller") and the CITY OF INDUSTRY, a municipal corporation (the "City" or "Buyer"). The City and the City are hereinafter sometimes individually referred to as a "party" and collectively referred to as the "parties."

RECITALS

A. Agency is the owner of that certain real property located at 15660 Stafford Street, City of Industry, California, and the reciprocal easement area, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements (collectively, the "Property").

B. The Property was previously owned by the Industry Urban-Development Agency ("IUDA"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 (collectively, as amended, "Dissolution Act").

C. Pursuant to the Dissolution Act, the City of Industry elected to be the Successor Agency to the IUDA to administer the dissolution and winding down of the IUDA. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the IUDA, including the Property, were transferred, by operation of law, to the Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. The United States Postal Service currently occupies a portion of the Property pursuant to a Lease originally dated April 24, 1979 and the Youth Activities League currently occupies a portion of the Property pursuant to a License Agreement dated May 10, 2018. ("Leases").

E. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be \$XXXXXX (\$XXXXXX) (the "**Purchase Price**"), payable by Buyer to Seller in cash at the Closing (as

Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer ("Deposit"). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of First American Title Insurance Company. The principal office of the Escrow Holder for purposes of this Agreement is 18500 Von Karman Avenue, Suite 600, Irvine, California 92612, Attention: Patty Beverly, Escrow Officer, Telephone: (949) 885-2465, Fax: (877) 372-0260, Email: pbeverly@firstam.com. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days, or less, after satisfaction of the Condition to Closing set forth in Section 4 B (i). For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Los Angeles County Recorder's Office.

4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property ("Title Report"). Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property, and the Leases ("Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

(iii) Delivery of Assignment. Seller shall have executed and deposited into Escrow, for delivery to Buyer, an Assignment in the form attached hereto as Exhibit D, assigning the Leases to Buyer ("Assignment"). If any of the conditions to Buyer's obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

B. Seller's Condition to Closing. Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation, including California Department of Finance approval of the Oversight Board resolution approving the sale of the Property to Buyer on the terms and conditions set forth herein.

(ii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, "Environmental Reports"), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, byproducts, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) except for the Leases, there are no other leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no liens or claims against the Property other than the Approved Exceptions.

E. Seller hereby represents and warrants to Buyer that during the term of this Agreement Seller shall not, without Buyer's prior written approval, modify the Leases or enter into any other contracts which will not be terminated on or before Closing.

6. CONDITION OF PROPERTY

The Property shall be conveyed from the Agency to the City on an "AS IS" condition and basis with all faults and the City agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the City and anyone claiming by, through or under the City hereby waives its right to recover from and fully and irrevocably releases the Agency, the City and the Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's, City's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the City may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.8. This release includes claims of which the City is presently unaware or which the City does not presently suspect to exist which, if known by the City, would materially affect the City's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the City to take such action as may be necessary to place the Property in a condition suitable for development of the Project thereon. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY.

THE CITY HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BY INITIALING BELOW, CITY HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

City's Initials

The waivers and releases by the City herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow the executed Assignment, and a Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below, (3) the conditions specified in Section 4 have been satisfied or waived and (4) Escrow Holder holds, and is able to deliver to Buyer, the executed Assignment.

B Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (“ALTA”) owner’s form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (“Title Policy”).

C Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7B, above and the Assignment to Buyer at the address set forth in Section 13.

D. Obligation to Refrain from Discrimination. The City covenants and agrees for itself, its successors and assigns, and for every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, age, handicap, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, and the City (itself or any person claiming under or through the City) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or

any portion thereof. Notwithstanding the foregoing, if and when the City conveys the Property to a third party after completion of the Improvements thereon in accordance with the Agreement, the City shall be relieved of any further responsibility under this Section 5.3 as to the Property so conveyed.

E. Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts for sale shall contain the following nondiscrimination or nonsegregation clauses:

(i) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(ii) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and

Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(iii) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

F. Restrictive Covenant. In order to insure the City’s compliance with the covenants set forth in Sections 5.1, 5.2, 5.3, and 5.4 hereof, such covenants shall be set forth in the Grant Deed. Such covenants shall run with the Property for the benefit of the Agency and the Agency shall have the right to assign all of its rights and benefits therein to the City.

G. Effect and Duration of Covenants. The following covenants shall be binding upon the Property and City and its successors and assigns and shall remain in effect for the following periods, and each of which shall be set forth with particularity in any document of transfer or conveyance by the City:

(1) The non-discrimination and non-segregation requirements set forth in Sections 5.1, 5.3 and 5.4 shall remain in effect in perpetuity;

(2) The maintenance requirements set forth in Section 5.2 shall remain in effect for the period described therein, and;

(3) Easements to the Agency, City or other public agencies for utilities existing as of the execution of this Agreement, which shall remain in effect according to their terms.

(4) The use requirement regarding using the Property only for the construction of the Improvements set forth in Section 5.1 shall remain in effect until the earlier of the completion of the Improvements, or one (1) year after Close of Escrow if the reason for the failure to complete the Improvements is not due to a default by City. The use requirement regarding using the Property for any lawful purpose shall remain in effect in perpetuity.

8. BROKERS. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this

Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder's duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. PROPERTY TAXES. Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Tenant rental payments, real property taxes and assessments (if any), utility and other operating costs of the Property shall be prorated at Closing.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer: Troy Helling, Acting City Manager
15625 East Stafford Street, Suite 100
City of Industry, California 91744

To Seller: Successor Agency to the Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Troy Helling, Acting Executive Director

with a copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N
Suite 345
City of Industry, CA 91746

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report;
- (ii) The Environmental Reports; and
- (iii) Leases.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B, Exhibit C, and Exhibit D attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

CITY OF INDUSTRY

By: _____
Mark D. Radecki, Mayor

ATTEST:

Diane M. Schlichting, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

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

By: _____
Mark D. Radecki, Chairman

ATTEST:

Diane M. Schlichting, Agency Secretary

APPROVED AS TO FORM:

By: _____
James M. Casso, Agency Counsel

LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Form of Grant Deed
Exhibit "C"	Due Diligence Phase I Environmental Site Assessment and Subsurface Investigation Report
Exhibit "D"	Lease Agreements – United States Postal Service and Youth Activities League

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Industry, County of Los Angeles, State of California,
described as follows:

(15660 Stafford St.)

APN 8208-027-942

PARCEL 6 OF PARCEL MAP No. 308 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 294, PAGES 39 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 121,750 SQUARE FEET, (2.795 ACRES), OF LAND, MORE OR LESS.

AND AS SHOWN ON EXHIBIT "B" ATTACHED HEREON AND MADE PART OF HEREOF.

EXHIBIT "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY

AND WHEN RECORDED RETURN TO:

Successor Agency to the
Industry Urban-Development Agency
15625 East Stafford Street, Suite 100
City of Industry, California 91744
Attention: Diane Schlichting

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383]

GRANT DEED

Documentary Transfer Tax: \$ _____

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY** (the "**Grantor**"), hereby grants to **THE CITY OF INDUSTRY** (the "**Grantee**"), that certain real property described in Exhibit A attached hereto (the "**Site**") and incorporated herein by this reference, together with all of Grantor's right title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase Agreement [15660 Stafford Street, City of Industry] (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of June __, 2018, the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor located at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. Subject to the provisions of Section 7 of the Agreement, the Site as described in Exhibit A is conveyed subject to the condition that the Grantee covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of

Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee, or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

2. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: “The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection,

location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

3. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

4. The covenants contained in Paragraphs 2 and 3 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

5. In the event the Grantee sells the Property and the future use of the Property shall be for a use other than governmental use, the proportion of the sales proceeds attributable to the non-governmental use shall be distributed by the Grantee to the Los Angeles County Auditor-

Controller for eventual distribution to the taxing entities as defined in AB 26 X 1 & AB 1484, commonly known as the Dissolution Act.

6. This Grant Deed may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2018.

GRANTOR:

SUCCESSOR AGENCY TO THE INDUSTRY
URBAN-DEVELOPMENT AGENCY

By: _____
Mark Radecki, Chairman

ATTEST:

Diane Schlichting, Agency Secretary

GRANTEE:

CITY OF INDUSTRY

By: _____
Mark Radecki, Mayor

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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 capacity(ies), 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.

Signature _____

(Seal)

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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 capacity(ies), 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.

Signature _____

(Seal)

Exhibit A to Grant Deed

LEGAL DESCRIPTION

Real property in the City of Industry, County of Los Angeles, State of California,
described as follows:

(15660 Stafford St.)

APN 8208-027-942

PARCEL 6 OF PARCEL MAP No. 308 IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 294, PAGES 39 THROUGH 41, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 121,750 SQUARE FEET, (2.795 ACRES), OF LAND, MORE OR LESS.

AND AS SHOWN ON EXHIBIT "B" ATTACHED HEREON AND MADE PART OF HEREOF.

EXHIBIT C

**DUE DILIGENCE PHASE I ENVIRONMENTAL SITE ASSESSMENT AND
SUBSURFACE INVESTIGATION REPORT**

None

EXHIBIT D

LEASES

Copies of the Leases are available with the City Clerk's Office.